



**AGENDA
PAYETTE CITY COUNCIL
NOVEMBER 4, 2013
WORK SESSION, PUBLIC HEARING &
REGULAR MEETING**

HONORABLE MAYOR JEFFREY T. WILLIAMS PRESIDING

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

6:00 pm – Work Session

- A. Proposal for developing bike terrain trails from Parks & Rec Committee

6:30 pm – Public Hearing

- A. An application by RCG, Inc., PO Box 220, New Plymouth, ID 83655 for a final plat for Sunset Rim Subdivision. Property is located at 2292 7th Avenue North. The property is zoned B-Residential.

7:00 PM – Regular Meeting

- I. ROLL CALL
- II. PLEDGE OF ALLEGIANCE
- III. CITIZENS COMMENTS
- IV. APPROVAL OF MINUTES
 - A. 10-21-2013 Public Hearing & Regular Meeting..... 1
- V. APPROVAL OF BILLS & PAYROLL..... 4
- VI. SPECIAL ORDERS
- VII. COMMUNICATIONS
 - A. Certificate of Appreciation – Connor McDonald..... 5
 - B. Hanigan Park – 1969..... 6
- VIII. PLANNING & ZONING
 - A. Meeting Minutes of October 24th 7
- IX. OLD BUSINESS
- X. NEW BUSINESS
 - A. Sunset Rim Subdivision – Final Plat
 - B. Sunset Rim Subdivision – Development Agreement..... 9
 - C. Airport Lease Agmt– Charles & Patsy Storer - 2850 Airport Road #D-03.. 37
 - D. Airport Lease Agmt – Duane & Alberta Smith – 2850 Airport Rd #E-02.... 49
 - E. Airport Lease Agmt – Jan Zatloukal – 2850 Airport Rd #B-01..... 61
 - F. Donation Request – Fruitland High School S.T.E.M. club..... 73
 - G. Amphitheater Project Pay Request #3..... 74
 - H. High School Sports Pool Use
- XI. DEPARTMENTAL REPORT



NOTICE OF PUBLIC HEARING

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

- A. An application by RCG, Inc, PO Box 220, New Plymouth, ID, 83655 for a final plat for Sunset Rim Subdivision. Property is located at 2292 7th Avenue North. The property is zoned B-Residential.

The Public Hearing on the above requests will be held **November 4, 2013 at 6:30 PM**, or shortly thereafter, in the Payette City Council Chambers, 700 Center Avenue, Payette, Idaho. Interested citizens may appear with regard to the foregoing items and will be given the opportunity to be heard in support of, or in opposition to the proposals. The Public is invited and encouraged to attend.

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

Tiffany Howell, Assistant City Clerk



FINAL PLAT APPLICATION

CITY OF PAYETTE, IDAHO

City Clerk's Office
700 Center Avenue
Payette, Idaho 83661
Phone: (208) 642-6024
Fax: (208) 642-1412

Notice to Applicants

- **Complete applications must be received not less than 15 days prior to the next regular meeting of the City Council in order to be placed on the agenda for the meeting.**
- Before an application is submitted, a conference with current Planning staff is recommended. Meetings are open to all and take place on the first and third Tuesday of the month, in Council Chambers, Payette City Hall.
- There will be no refund of any application fee for approvals not granted or withdrawn.
- No incomplete applications will be acted upon.
- The applicant is advised to include all attachments required as a part of the application.
- Any additional waivers require Planning & Zoning review prior to Council review.
- The applicant must complete bond approval (if needed) prior to approval of the Final Plat by the City Council.

FINAL Plat Application

Office Use:
Date Received: _____
Fee: _____
Date Fee Paid: _____
File No: _____

Name of Subdivision:

Sunset Rim Subdivision No. 1

(This is the first of 3 phases of Sunset Rim Subdivision)

Name of Subdivider:

RCG, Inc. (Contact: Bob Goodwin, President)

PO Box 220

Street Address

New Plymouth

Idaho

83655

City

State

Zip

Phone:

Work:	
Mobile:	440-4463
Fax:	642-1018
E-mail:	goodwin.pcte@yahoo.com

Name of Local Agent:

Last

Middle

First

Street Address

City

State

Zip

Phone:

Work:	
Mobile:	
Fax:	
E-mail:	

Date of Pre-Application Meeting:

 / /

Requested City Council Meeting Date:

11, 4, 13

The Owner: is/are individual(s).....(Go to 1. below)
a partnership.....(Go to 2. below)
a corporation.....(Go to 3. below)
a trust.....(Go to 4. below)

1. Names of Individual(s) - (as in property title):

Last	Middle	First	
------	--------	-------	--

Street Address

City	State	Zip	
------	-------	-----	--

Use Section 1 of Owner Authorization Form

2. Name of Partnership:

Street Address

City	State	Zip	
------	-------	-----	--

Use Section 2 of Owner Authorization Form

3. Name of Corporation:

Street Address

City	State	Zip	
------	-------	-----	--

Use Section 3 of Owner Authorization Form

4. Name of Trust and Number:

Robert Clark Goodwin Living Trust

Name	Number
PO Box 220	

Street Address

New Plymouth, Idaho 83655

City State Zip

Primary Contact (Applicant):

This is the person who will receive all correspondence regarding this case. If the applicant(s) is/are different than the owner(s) of Record, the Proof of Authorization Form included in this application must be completed and attached to the application when submitted.

Goodwin	Clark	Robert
Last	Middle	First
PO Box 220		
Street Address		
New Plymouth	Idaho	83655
City	State	Zip

Phone:

Work:	
Mobile:	440-4463
Fax:	642-1018
E-mail:	goodwin.pcte@yahoo.com

Land Surveyor: Kestrel Land Surveying

Prince		Jim
Last	Middle	First
1674 W. Hill Rd #6		
Street Address		
Boise	Idaho	83702
City	State	Zip

Phone:

Work:	888-7345
Mobile:	484-6666
Fax:	888-7354
E-mail:	jim@kestrelsurvey.com

Engineer:

Warnick	Lance	Aspen Engineers
Last	First	Firm
2422 12th Ave Rd #323		
Street Address		
Nampa	Idaho	83686
City	State	Zip

Phone:

Work:	466-8181
Mobile:	989-4531
Fax:	442-7858
Email:	lance@AspenEngineers.com

Subdivision Location:

Parcel Identification Number: (Contact Payette County Assessor)	P00000279480
Legal Description of Property:	A portion of the SE 1/4 of the SE 1/4 of Section 27, T9N, R5W, B.M.
Gross Acreage of Subdivision:	3.792 acres (this phase only)
Square feet:	165,172 sf (this phase only)
Total Number of Lots:	15 lots (in this phase: 14 buildable, 1 common)
Zoning Classification:	"B" Residential
Existing Land Use:	Vacant
Proposed Land Use:	First phase of residential subdivision

Is this subdivision within the City Corporate Limits? [YES] ~~NO~~x

Does this subdivision involve an Annexation or Annexation Agreement with the City? ~~YES~~xx [NO]

Date of Preliminary Plat Approval: October 15, 2012

Additional Waiver(s) Requested: Waivers previously approved by the City

FEES:

\$200.00 Filing fee plus \$20.00 per lot.

After the approval or conditional approval of the preliminary plat, the developer shall prepare a final plat which is consistent with the preliminary as approved within one year. The final plat may be scheduled for City Council review at the next regularly scheduled meeting and shall be accompanied by three sets of prints of the plans and complete construction specification for all proposed improvements which are required by Title 16 of the Payette Municipal Code.

Signature(s) of the Applicant: _____ Date: 2-5-13

Owner Authorization Form

If the applicant is not the owner of the property, please have the owner(s) or owner(s)' agent sign the appropriate section and have the signature(s) notarized to authorize said applicant to process the application.

Section 1. Owner(s) is/are Individual(s)

The undersigned hereby state(s) that she/he/they is/are the owner(s) of the property that is the subject of the forgoing Preliminary Plat Application and that she/he/they has/have read said application, and that she/he/they hereby authorize(s) _____ to act as her/his/their agent with regards to the processing of said application for the purposes set forth herein.

First Owner's Name (printed or typed): _____

First Owner's Signature: _____

Second Owner's Name (printed or typed): _____

Second Owner's Signature: _____

If additional names, please provide the names and signatures on an attachment.

Section 2. Owner is a Partnership

The undersigned hereby states that the partnership of _____ is the owner of the property that is the subject of the forgoing application for a Preliminary Plat Application that he/she is one of the partners of said partnership, that he/she has read said application, and that he/she hereby authorizes _____ to act as the partnership's agent in processing said application for the purposes set for the herein.

Partner's Name (printed or typed): _____

Partner's Signature: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ is/are personally known to me, that said person(s) appeared before me this day in person and severally acknowledged that he/she/they signed and delivered the forgoing Owner Authorization Form as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 20 ____.

Notary Public

NOTARY SEAL

Section 3. Owner is a Corporation

The undersigned hereby states that _____ is a corporation duly incorporated in the state of _____, and that said is the owner of the property that is the subject of the forgoing Preliminary Plat Application. The undersigned states further that she/he has read said application, she/he is the _____ of said corporation, is an authorized agent of said corporation's agent in processing said application for the purposes set forth therein.

Name of Agent (printed or typed): _____

Signature of Agent: _____

Section 4. Owner is a Trust

The undersigned hereby states that Robert Goodwin is a trust duly created in the state of IDAHO, and that said trust is the owner of the property that is the subject of the forgoing Preliminary Plat Application. The undersigned states further that she/he is the trustee of said trust and that the following individuals or entities are the beneficial owners of said trust: *If additional parties, please attach additional names, addresses and phone numbers.*

The undersigned states further that she/he has read said application and that the beneficiaries of said trust have authorized her/him to authorize _____ to act as said trust's agent in processing said application for the purposes set forth therein.

Name of Trustee (printed or typed): Robert Goodwin

Signature of Trustee: _____

Name of Beneficial Owner Address Phone Number

- 1.
- 2.
- 3.

NOTARY SEAL

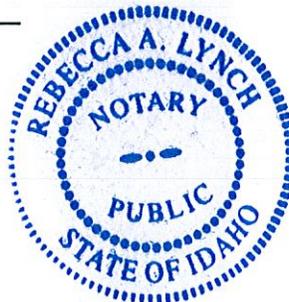
STATE OF Idaho)
) ss.
COUNTY OF payette)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert Goodwin is/are personally known to me, that said person(s) appeared before me this day in person and severally acknowledged that he/she/they signed and delivered the forgoing Owner Authorization Form as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th day of February, 20 13.

[Signature]

Notary Public



The following checklist must be completed and returned as part of the submittal. Any item checked "No" or "N/A" (not applicable) must be explained in a narrative attached to the checklist. Incomplete submittals will be returned to the applicant.

City use	Final Plat Requirements	Yes	No	N/A
	1. A title or title block indicating the quarter-section, section, township, range, principal meridian, county and city in which the subdivision is located. The title of the plat must contain the words "plat" and either "subdivision" or "addition"	X		
	2. The name of the person(s) who commissioned the survey and the name(s) of the owner of the land to be subdivided if other than the person(s) commissioning the survey, the names of any adjoining platted subdivisions, and the numbers of any adjoining certificates of survey previously filed	X		
	3. A north arrow and scale bar	X		
	4. The location of, and other information relating to, all monuments found, set, reset, replaced or removed	X		
	5. The location of any section corners or corners of divisions of sections pertinent to the survey	X		
	6. Witness and reference monuments and basis of bearings	X		
	7. The bearings, distances and curve data of all boundary lines	X		
	8. Data on all curves sufficient to enable the re- establishment of the curves on the ground	X		
	9. Lengths of all lines shown to at least tenths of a foot, and all angles and bearings shown to at least the nearest minute	X		
	10. All lots and blocks in the subdivision, designated by number, the dimensions of each lot and block, the area of each lot, and the total acreage of all lots	X		
	11. All streets, alleys, avenues, roads and highways; their widths (if ascertainable) from public records, bearings and area; the width and purpose of all road rights-of-way and all other easements that will be created by the filing of the plat; and the names of all streets, roads and highways	X		
	12. The location, dimensions and areas of all parks, common areas and other grounds dedicated for public use			N/A (none)
	13. The total acreage of the subdivision	X		
	14. A narrative legal description of the subdivision	X		
	15. The dated signature and the seal of the surveyor responsible for the survey	X		
	16. A memorandum of any oaths	X		
	17. The dated, signed and acknowledged consent to the subdivision of the owner of the land being subdivided	X		
	18. Certification by the City Commission that the final subdivision plat is approved	Later		
	19. Space for the Clerk and Recorder's filing information	X		
	20. Any other information required as a condition of preliminary plat approval	X		

Supplemental Documents. The following original documents must accompany final plat applications. All documents must be properly notarized where applicable:

City Use	Supplemental Documents	Yes	No	N/A
	1. Certification of dedication of streets, parks, playground easements or other public improvements			
	2. Certification by the City Commission or their designated agent expressly accepting any dedicated land, easements or improvements. An acceptance of a dedication is ineffective without this certification			
	3. A certificate of a title abstractor showing the names of the owners of record of the land to be subdivided and the names of any lien holders or claimants of record against the land and the written consent to the subdivision by the owners of the land, if other than the developer, and any lien holders or claimants of record against the land. The certification shall have been issued no later than 30 days prior to a final plat submittal			
	4. Copies of any covenants or deed restrictions relating to the subdivision			
	5. When required, certification from the State Department of Environmental Quality stating that it has approved the plans and specifications for water supply and sanitary facilities			
	6. A certificate from the developer indicating which required public improvements have been installed and a copy of any subdivision improvements agreement securing the future construction of any additional public improvement to be installed			
	7. The certification of the county treasurer that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid			
	8. Articles of incorporation and by-laws for any property owners association			
	9. A letter from the City Engineer certifying that as-built drawings (i.e., copies of final plans, profiles, grades, and specifications for public improvements, including a complete grading and drainage plan) have been received			
	10. A letter from the City Engineer certifying that a copy of all required state highway access or encroachment permits have been received			
	11. For all land used to meet parkland dedication requirements, a final park plan shall be submitted to the City of Payette for review and approval prior to the installation of any park improvements.			
	12. The developer shall provide irrigation system as-builts, for all irrigation installed in public rights-of-way and/or land used to meet parkland dedication requirements, once the irrigation system is installed. The as-builts shall include the exact locations and type of lines, including accurate depth, water source, heads, electric valves, quick couplers, drains and control box			
	13. Any other information required as a condition of preliminary plat approval			

Items on this page will be provided later as appropriate

A. Parks & Rec Committee – October 23 rd	77
B. Treasurers Report – October 2013.....	79

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.

**MINUTES
PAYETTE CITY COUNCIL
Work Session, Public Hearing and Regular Meeting
October 21st, 2013**

6:15 PM – Work Session

Payette County Recreation District – Concession Stand Discussion – Alan Pollock, 2410 Julie Lane, Payette, addressed the Council regarding the proposed concession stand at the McCain Middle School ball fields. Discussion followed regarding the various funding for the building, building materials and how the project would bid.

6:45 PM – Public Hearing

An application by Wilson-Pruett Tire Factory for a zoning change at 517 Suth 9th Street, at portion of Lots 9 and 10 in Block 1 of Fairview Addition from B-Residential to C-Commercial.

A representative from the business told the Council he was told by the onwers to show up and field questions. He said he didn't really know what was going on though. Clerk Cordova, told the Council that this property was not included in an area wide rezone because a few years ago because owner at that time didn't want to rezone his property. Well, the property sold and the existing business is not allowed in the current zone, so to continue the use the property must be rezoned.

There being no further comments, the public hearing adjourned at 6:55 PM.

ROLL CALL

Council Present: Mayor Jeff Williams, Craig Jensen, Mark Heleker, Lee Nelson, Georgia Hanigan, Jeff Sands, and Ivan Mussell

Absent:

Staff Present: Mary Cordova, City Clerk; Doug Argo, City Engineer; Steve Castenada, Fire Chief; Mark Clark, Chief of Police; and Jennifer Kelley, HR.

PLEDGE

Traci Sweet, audience member, led the pledge of allegiance.

CITIZENS COMMENTS

None

APPROVAL OF MINUTES

A motion was made by Heleker and seconded by Mussell to approve the regular meeting of October 7, 2013, as written.

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

APPROVAL OF BILLS & PAYROLL

A motion was made by Jensen and seconded by Nelson to approve the City Bills & Payroll in the amount of \$172,515.37

At the roll call:

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

Nays:

The motion CARRIED.

SPECIAL ORDERS

A. All American Recognition – Mindy Bennett

Mindy Bennett presented Travis Jackson to the Council. He was recognized as an All-American on the 5th & 6th grade football team.

B. Retired Educators – Mary Dixon

Mary Dixon told the Council about the Retired Educators' volunteer hours equating to \$133,000 and a check was presented to display at City Hall.

COMMUNICATIONS

A. Argus Observer – Thumbs Up

B. Thank You – Soroptimist International

PLANNING & ZONING

None

OLD BUSINESS

None

NEW BUSINESS

A. Ordinance #1381 – Re-zone Wilson-Pruett Tire Factory, 517 South 9th Street ~ First Reading

A motion was made by Heleker and seconded by Nelson to introduce Ordinance #1381 by title only.

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

Mayor Williams read the ordinance title.

A motion was made by Heleker and seconded by Jensen to suspend the rules and pass Ordinance #1381 on its first reading.

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

A motion made by Mussell and seconded by Sands that Ordinance #1381 do pass.

At the roll call:

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

Nays:

The motion CARRIED.

B. Donation Request – Payette High School

A motion was made by Mussell and seconded by Nelson to donate a one month pool pass to Payette High School for the Zombie Run.

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

- C. Donation Request – Toys for Tots Auction
The Council discussed their desire to keep donations local. No action was taken.
- D. Special Events Permit – Trunk or Treat

A motion was made by Nelson and seconded by Heleker to approve a special events permit and waive the fees for Trunk-or-Treat at Bancroft Park on 10/31/2013 from 3:30 – 6:30 PM.

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

DEPARTMENTAL REPORT

- A. Library Board – October 8th

MAYOR'S COMMENTS

None

CITIZEN'S COMMENTS

None

ADJOURNMENT

A motion was made by Heleker and seconded by Mussell to adjourn at 7:36 PM.

After a unanimous roll call vote by the Council, the motion CARRIED.

Signed this _____ day of _____, 2013.

Jeff Williams, Mayor

ATTEST:

Jennifer Kelley, HR

CITY OF PAYETTE
NOVEMBER 4, 2013

CITY PAYROLL	11/1/2013	\$	100,559.49
BRUCE, JAMES	9/30/2013		250.00
HARDIN SANITATION	10/23/2013		31,524.62
L.N. CURTIS	9/30/2013		331.43
MOORE, SMITH & BUXTON	9/30/2013		108.50
A COMPANY INC	11/4/2013		90.50
ADVANCED CONTROL SYSTEMS	11/4/2013		304.00
BARNES AND NOBLE	11/4/2013		785.26
D&B SUPPLY	11/4/2013		561.43
DART'S TRUE VALUE	11/4/2013		985.51
ERNIE'S ELECTRIC	11/4/2013		162.80
FISHER SCIENTIFIC	11/4/2013		458.22
FUR-FISH-GAME	11/4/2013		29.95
GALE GROUP	11/4/2013		2,824.00
GALL'S	11/4/2013		228.09
GRANT'S PETROLEUM	11/4/2013		223.20
IDAHO CHAPTER OF PRIMA	11/4/2013		50.00
IDAHO CONCRETE COMPANY	11/4/2013		786.84
IDAHO POWER	11/4/2013		6,981.66
IDAHO STATESMAN	11/4/2013		280.80
INTELLICHOICE	11/4/2013		1,500.00
INTERSTATE ALL BATTERY	11/4/2013		154.50
ISPEED	11/4/2013		160.00
KAMAN INDUSTRIAL	11/4/2013		89.39
L.N. CURTIS	11/4/2013		32.95
MARC	11/4/2013		4,146.28
METROQUIP	11/4/2013		137.50
MICROMARKETING	11/4/2013		416.70
NORCO	11/4/2013		83.21
ONTARIO BEARING	11/4/2013		35.05
ONTARIO TOOL AND RENTAL	11/4/2013		511.00
PAYETTE PRINTING	11/4/2013		88.25
PETTY CASH	11/4/2013		114.18
PIPELINE INSPECTION	11/4/2013		1,725.00
PUBLIC SAFETY CENTER	11/4/2013		140.04
RIPPIN' STITCHES EMBROIDERY	11/4/2013		408.00
S&H TERMINAL	11/4/2013		157.73
SHORELINE PEST	11/4/2013		195.00
SNAP ON TOOLS	11/4/2013		129.55
STAPLES C	11/4/2013		341.87
TASTE OF THE SOUTH	11/4/2013		30.00
TELEDYNE ISCO	11/4/2013		324.21
WEST CENTRAL HIGHLANDS RC&D	11/4/2013		300.00
WHITE CLOUD COMMUNICATIONS	11/4/2013		534.13
WILSON PRUETT TIRE FACTORY	11/4/2013		1,842.00
ZEE	11/4/2013		131.40
		\$	161,254.24



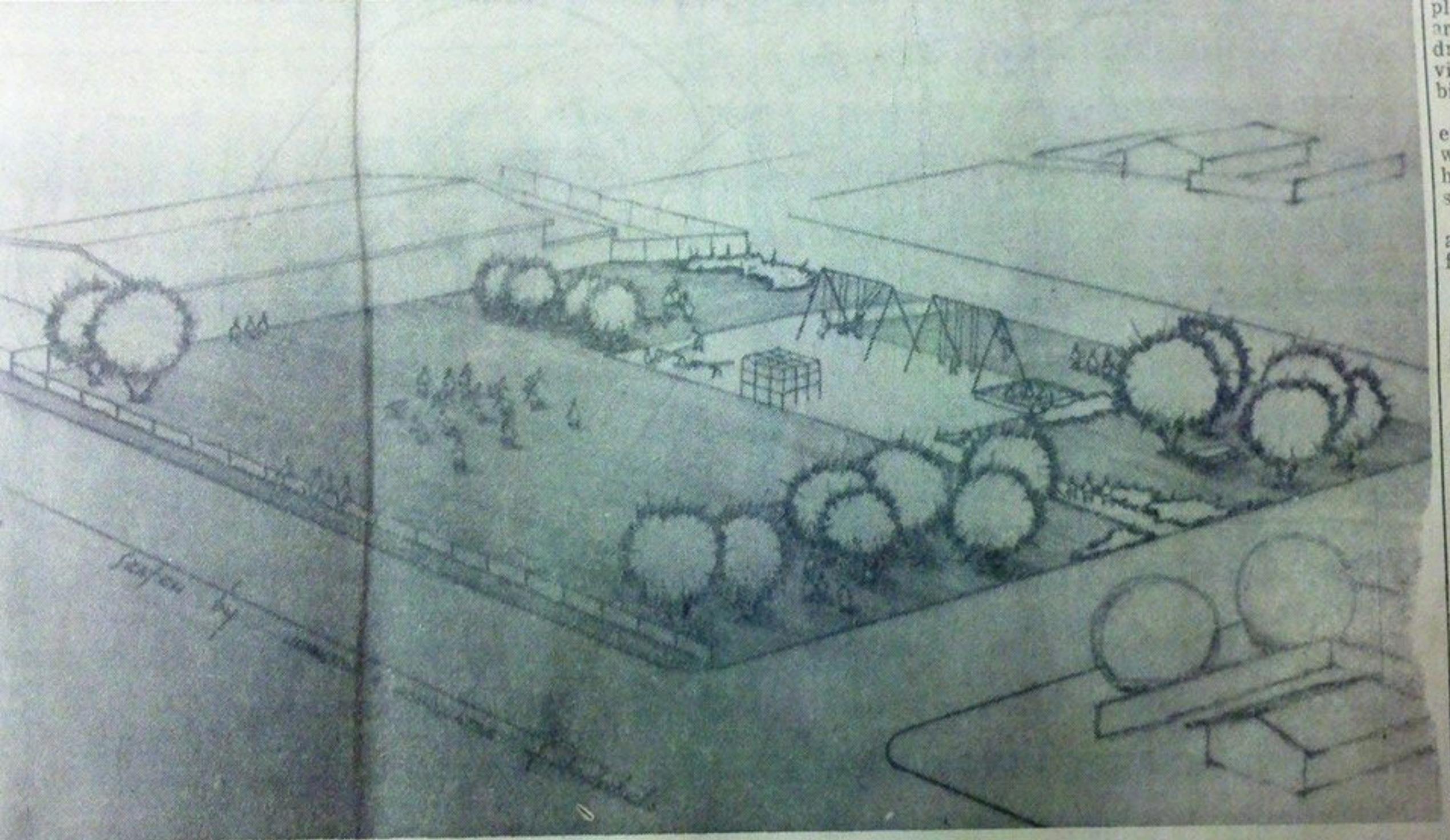
This Certificate of Appreciation is awarded to

CONNOR MCDONALD

On this 29th day of October 2013, in recognition of community service performed to preserve 25 trees on the Greenway along the Snake River in August of 2013. On behalf of the City of Payette, thank you.


Jeffrey T. Williams, Mayor

10/29/13
Date



A VACANT HALF BLOCK, now only a haven for weeds, may soon look like this when Payette Jaycees complete the project to make it a playground-park. To be called "Jack Hanigan Memorial Park" in honor of the late Payette businessman, it

6

will be located just north of the armory. Groundbreaking will be this Saturday. (See story.)

—Sketch Courtesy Johnston and Associates, Architects

MINTUES
PAYETTE PLANNING & ZONING
Public Hearing & Regular Meeting
October 24, 2013

6:00 PM – Regular Meeting

ROLL CALL: Cassandra McElravy, Kevin Hanigan, Gary Youngberg, Randy Choate and Jim Franklin

Members Absent: Tom Ladley, Jody Henderson

Staff Present: Tiffany Howell, Assistant City Clerk

I. APPROVAL OF MINUTES

A. 09-26-2013 Regular Meeting Minutes

A motion was made by Franklin and seconded by Youngberg to approve the regular meeting minutes 09-26-2013 as written.

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

II. COMMUNICATIONS – None heard

III. PUBLIC HEARINGS

- A. An application by Prescott Wilkie for a Conditional Use Permit to place a 40' container for 6 months on airport property at 2221 Airport Rd, Lot 2 in Airport Development Sub. The property is zoned T-Transitional.**

Dave Koeppen – 1826 NW 1st St; Fruitland, Idaho

Mr. Koeppen stated that Mr. Wilkie would like to store his airplane parts in the container until he moves here from Hawaii. Commissioner Franklin asked if a year would be suitable for Mr. Wilkie. Mr. Koeppen stated that would be suitable.

- B. An application by Vernon Soares for a Conditional Use Permit to construct a 24' x 32' detached garage with a roof height not to exceed 15' at 2075 Shelley Dr, Lots 17, Block 2 of Vistair Replat. The property is zoned A-Residential.**

Vernon Soares – 2075 Shelley Drive; Payette, Idaho

Mr. Soares stated that he just moved from a 2200 square foot house to a 1500 square foot house and would like to put his atv's in the garage. Basically I just need storage for all my trucks and atv's.

Public Hearing closed at 6:05 p.m.

V. OLD BUSINESS

None heard.

VI. NEW BUSINESS

A. Prescott Wilkie – 2221 Airport Road - CUP

A motion was made by Hanigan and seconded by Franklinto approve the conditional use permit for Prescott Wilkie to place a 40' container at 2221 Airport Road for a time not to exceed 1 year and can be revisited upon complaints.

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

B. Vernon Soares – 2075 Shelley Drive - CUP

A motion was made by Youngberg and seconded by McElravy to approve the conditional use permit for Vernon Soares for a 24' x32' detached garage with a roof height not to exceed 16' at 2075 Shelley Drive with the following stipulations:

- Structure shall be used exclusively now, and in the future, as a detached garage, incidental and accessory to the primary single family building on the lot
- Structure shall not exceed 768 square feet, nor exceed 16 feet in height
- Structure shall not be used at any time for any residential purpose
- Structure must be in compliance with all applicable setbacks
- All federal, state or local rules and regulations must be met.

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

VII. PUBLIC COMMENT –

Dave Koeppen thanked the commissioners.

VIII. ADJOURNMENT

A motion was made by Hanigan and seconded by Franklin to adjourn the meeting at 6:10 p.m.

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

Recording Secretary
Tiffany Howell

Recording Requested By and
When Recorded Return to:
City Clerk
City of Payette, Idaho
700 Center Avenue
Payette, Idaho 83661

For Recording Purposes Do
Not Write Above This Line

CONSTRUCTION IMPROVEMENT AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2013, between the City of Payette, a municipal corporation of the State of Idaho, hereinafter referred to as the "City", and _____, hereinafter referred to as the "Developer", developing **Sunset Rim Subdivision, Number 1**, (the "Project"), attached hereto as **Exhibit A-1**. City and Developer are hereinafter sometimes referred to as "Parties".

I, _____, execute this Agreement as the Developer with full responsibility for the proper development of the Project in accordance with provisions of the law and the specific terms and conditions made applicable to the Project in the course of Project review by the City of Payette, as applicable. It is understood that the person(s) who execute this Agreement of behalf of the Developer does so in the capacity of Owner, and that they represent that they have full legal authority to do so. The parties to this Agreement shall accept notices at the following respective addresses and telephone numbers:

DEVELOPER

CITY

Jeffrey T. Williams, Mayor
City of Payette
700 Center Avenue
Payette, Idaho, 83661
(208) 642-6024

WHEREAS, Title 16, Subdivisions, of the Payette Municipal Code requires certain common improvements to be provided by the owner prior to the occupancy of structures built within a development project or acceptance of public improvements for maintenance; and,

WHEREAS, pursuant to Payette Municipal Code § 16.28.020, a final plat may be approved by the City Council, but not signed until the Owner has signed a Construction Improvement Agreement and either completed all required public improvements or provided a financial guarantee for all required improvements not completed at the time of signing of the final plat; and,

WHEREAS, the Developer has elected to construct all required public improvements prior to signing of the final plat;

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and upon representations made in application documents and presentations before the City, the parties agree as follows:

ARTICLE I

GENERAL CONDITIONS

1.01 PERMITS, LAWS and FEES

- A. The Developer shall acquire and maintain in good standing all permits, licenses, platting approvals and other requirements necessary to its performance under this Agreement. All actions taken by the Developer under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Developer shall pay all fees pertaining to its performance under this Agreement
- B. Developer shall develop the Project subject to the conditions and limitations set forth in this Agreement, the B Residential zoning classification, and the Payette Municipal Code as they exist in final form at the time of the preliminary plat application, except as provided in this Agreement. Developer shall further submit such applications regarding preliminary and final plat reviews and any other applicable applications as may be required by the City.
- C. As per the variance granted by the Payette City Council on October 15, 2012, the residential setback for homes constructed in the Project shall be as follows: The front setback for living quarters allowed to be twenty feet (20') from property line and the front setback for the garage to be twenty five (25') from back of sidewalk, and one access was allowed for the Project.
- D. Developer agrees that, unless otherwise agreed to by the Parties, subsequent Phases of the Project shall be substantially consistent with the Preliminary Plat of Sunset Rim Subdivision (the "**Preliminary Plat**"), attached as **Exhibit B-1**.
- E. All work shall be completed in accordance with the Payette Municipal Code, the development standards and specifications of the City of Payette, the Idaho Standards for Public Works Construction (ISPWC), and the requirements of the State of Idaho Department of Environmental Quality, as they exist in final form at the time of application for final plat, except as otherwise provided in this Agreement.

1.02 AMENDMENTS:

Any alteration or change to this Agreement shall be made only after complying with the notice and hearing provisions of Idaho Code Section 67-6509, as required by Payette Municipal Code, Title 16.

1.03 PARAGRAPH HEADINGS:

This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

1.04 CHOICE OF LAW:

This Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Agreement. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located within Payette County, Idaho.

1.05 CONVEYANCE OF DEVELOPMENT TRACTS WITHIN THE PROJECT:

The City hereby agrees that Developer may convey to other participants in the Project, development tracts within the Project which have been surveyed and described by metes and bounds, prior to recordation of final plat creating buildable lots within the Project, provided such conveyances are in compliance with and to the extent they are permitted by Idaho State law, and further provided that the new owner(s) read, agree to, and sign this Construction Improvement Agreement and the Final Plat.

1.06 ATTORNEY'S FEES AND COSTS:

In the event an action is brought to enforce any provision of this Agreement, or in the event an action is brought to recover damages for breach of this Agreement, the prevailing party in such action shall be entitled to recover from the other party all reasonable attorneys' fees and costs incurred, including attorneys' fees and costs incurred on appeal.

1.07 RELATIONSHIP OF PARTIES

Neither by entering into this Agreement, nor by doing any act hereunder, may the Developer, or any contractor or subcontractor of the Developer, be neither deemed an agent, employee, or partner of the City, nor otherwise associated with the City other than as an independent contractor. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees or partners of the City, or otherwise associated with the City other than as an independent contractor. The Developer shall notify all its contractors and subcontractors of the provision of this section.

1.08 ENGINEER'S RELATION TO THE CITY

Notwithstanding any other agreement, an engineer retained by the Developer to perform work under this Agreement shall not be deemed an agent, employee, partner, or contractor of the City, or otherwise associated with the City. The parties agree that the engineer retained by the Developer to supervise the construction and inspection of the Project is doing so for the benefit of the Developer and City. Engineer's duties include fair, honest, and competent inspection of the work undertaken pursuant to this Agreement in accordance with standards of practice in the engineering profession.

1.09 DEVELOPER'S RESPONSIBILITY

The Developer shall be ultimately responsible for the faithful performance of all terms, covenants and conditions of this Agreement, notwithstanding the Developer's delegation to another of the actual performance of any term, covenant or conditions hereof.

1.10 ALLOCATION OF LIABILITY

The Developer shall indemnify and hold the City harmless from any claim, action, or demand arising from any act or omission related to Developer's performance of duties pursuant to this Agreement. The liability assumed by the Developer pursuant to this section includes, but is not limited to, claims for labor and materials furnished for the construction of the improvements. Developer acknowledges that the work on the Project will take place on lands, which may be owned or otherwise subject to control by the City. Developer shall provide insurance in amounts sufficient to satisfy the obligations of the City pursuant to the Idaho Tort Claims Act, but in no case less than one million dollars (\$1,000,000) per occurrence. City shall be named as an additional insured respecting the premises and conduct of the work on the project including coverage for comprehensive general liability, premises liability and automobile liability. The City shall indemnify and hold the Developer harmless from any claim, action or demand arising from negligent or wrongful conduct of officials, employees, agents and contractors on the site during construction, subject to consideration and set-off of negligent or wrongful conduct on the part of the Developer or its contractors.

1.11 DISCLAIMER OF WARRANTY

Notwithstanding this Agreement or any action taken by any person hereunder, neither the City nor any City officer, agent or employee warrants or represents the fitness, suitability or merchantability of a property, plan, design, material, workmanship or structure for any purpose.

1.12 COST OF DOCUMENTS

All plans, reports, drawings, or other documents that this Agreement requires to be provided to the City by the Developer shall be furnished at the Developer's expense.

1.13 PUBLIC UTILITIES

- A. Any public utility service contemplated by this Agreement need be provided only to areas where the service is allowed by applicable law. All utility service shall conform to the rules, regulations, and tariffs of the State of Idaho to the extent they may apply.
- B. If the State of Idaho or other agency having authority disallows any utility service to be provided by the city or any utility following execution of this Agreement, requirements of this Agreement relating to the disallowed service shall be deleted from the requirements of the Developer under this Agreement. The disallowance shall not be grounds for any claim, action, or demand against the City.
- C. The developer shall bear all cost associated with the installation of all Public Utilities, including street lights. These installation costs shall not be passed on to the City unless provided for otherwise within an appendix to this agreement.
- E. The developer shall be responsible to pay the cost of operation of the street lights within the development for a period of one year after acceptance of public

improvements. The developer shall pay to the City, prior to the acceptance of the public improvements by the City the anticipated cost of the operation of the street lights within the development for one year, as determined by the City Treasurer.

1.14 TIME IS OF THE ESSENCE

Unless otherwise expressly provided herein, time is of the essence of each and every term, covenant, and condition of this Agreement.

1.15 TRANSFERS & ASSIGNMENTS

A. Right to Assign. Developer shall have the right to sell, assign or transfer, all of their rights, duties and obligations under this Agreement, to any entity during the Term of this Agreement; provided, however, in no event shall the rights, duties and obligations conferred upon Developer pursuant to this Agreement be at any time so transferred or assigned except through a transfer of that party's interest in the Project, or portion thereof transferred. This right to assign or transfer shall not compromise the rights of the City to require surety to assure completion of Developer's obligations established hereby or by law.

B. Release Upon Transfer. Upon the sale, transfer or assignment of Developer's rights and interests under this Agreement under Section 1.15A above, Developer shall be released from its obligations under this Agreement with respect to their interest in the Project, or portion thereof, so transferred arising subsequent to the effective date of such transfer if (1) that party is not then in default under this Agreement; (2) that party has provided to City notice of such transfer, (3) the transferee executes and delivers to City a written agreement in which (a) the name and address of the transferee is set forth; and (b) the transferee expressly and unconditionally, upon provision of sufficient surety or other assurance of performance, assumes all of the obligations of the transferor under this Agreement with respect to the Project, or portion thereof transferred; and (4) City approves the transferee, which approval City will not unreasonably withhold if such transferee is financially capable of performing the obligations of transferor pursuant to this Agreement or if surety is provided to guarantee performance. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

1.13 DEFAULT – CITY'S REMEDIES

A. The City may declare the Developer to be in default:

1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or,

2. If the Developer has failed in any measurable way to perform its obligations under this Agreement, except if delayed by an act or omission of the City, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage or freight embargoes, provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within twenty-eight (28) days of receiving the notice; or if the failure requires more than twenty-eight (28) days to cure, the Developer fails within twenty-eight (28) days of receiving the notice to commence and proceed with diligence to prosecute the cure. All such notices to the Developer shall be in writing by certified mail, return receipt requested.

B. Upon declaration of Default, and failure to cure in section 1.13 A 2 above, the City may:

1. Perform any act required of the Developer under this Agreement, including constructing all or any part of the improvements after giving seven (7) days notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs incurred from any payments then or thereafter due the Developer from the City whether under this Agreement or otherwise.
2. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.
3. Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties. City shall be entitled to its attorney's fees in any enforcement action necessary to enforce the terms of this Agreement.

1.14 AMENDMENT

The parties may amend this Agreement only by written agreement, which shall be attached as an appendix hereto.

1.15 COVENANTS RUN WITH THE LAND

- A. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entity acquiring the Project real property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws.

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

Developer shall be solely responsible for all platting of the property. The plat shall be recorded within thirty (30) days of the final inspection of the completed improvements constructed under this Agreement and acceptance thereof by the Payette City Council, notwithstanding any other provision of this Agreement. Failure to timely record shall constitute a default.

2.02 PERFORMANCE GUARANTY

Developer has elected to construct all required public improvements prior to signing of the final plat in lieu of providing a financial guarantee as described in the following paragraphs.

- A. The Developer shall guaranty, for the sole benefit of the City that the Developer will perform all of its obligations not yet completed under this Agreement. The guaranty shall be in one of the forms specified by Payette Municipal Code as described in paragraphs 2.02E, 2.02F, or 2.02G. During the term of this Agreement, the Developer may, with the written consent of the City; substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified herein.
- B. Amount of Guaranty: The guaranty shall be in an amount equal to 110% (one hundred ten percent) of the estimated cost of all improvements, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Developer shall submit for the City Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimates, the Developer's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all improvements shall be the sum of the estimated cost as approved by the City Engineer.
- C. If the Developer is not in default under this Agreement, the City may allow a proportionate reduction in amount of the performance guaranty in increments not less than 25% of the surety amount, or the amount secured and the current estimated cost of the work remaining to be performed under this Agreement; provided, however, that the amount of the performance guaranty, or the amount secured thereby always shall be greater than or equal to the amount of the warranty guaranty required by Section 3.09.
- D. As soon as one of the following occurs, the City shall release any performance guaranty which has not been used or encumbered under Section 1.13 as long as the warranty guaranty provides sufficient coverage as required by this Agreement

or by law:

1. The final acceptance of all improvements and the posting of warranty guaranty as provided in Section 3.09.
 2. The expiration of the warranty period as provided in Section 3.08.
- E. Performance Bond: The Developer may provide a performance bond from a company qualified by law to act as a surety in the State of Idaho. The bond shall be in a form approved by the City. The bond shall name the City as the sole obligee and the Developer as the principal.
- F. Escrow: The Developer may deposit funds in an escrow account with a bank or financial institution qualified by law to do business in the State of Idaho. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City.
- G. Letter of Credit: The Developer may cause a bank or financial institution qualified by law to do business in the State of Idaho to issue an irrevocable letter of credit in a form approved by the City.

2.03 ENGINEER

- A. The Developer shall retain an Engineer of Record, registered as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of work and preparing the as-built data. The Engineer shall perform the work described herein in accordance with the laws for professional engineers within the State of Idaho.
- B. The Developer shall inform the City of the name and mailing address of the Engineer of Record it has retained to perform the duties described in Subsection A of this section. Developer agrees that notice to the Developer and engineer at the addresses so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this subsection.

2.04 SURVEYOR

A person registered as a professional land surveyor under the laws of the State of Idaho shall make all land surveys required for the completion of improvements under this Agreement.

2.05 REQUIRED REPORTING

A. Quality Control

The Developer shall submit to the City regularly and promptly written reports certified by the Engineer describing the results of all tests and inspections required by the quality control program and all other test and inspection which the

Developer may make.

- B. Construction Progress
If actual progress indicates that the Developer will not perform the work as scheduled, the Developer shall prepare and submit a revised schedule for the City's reasonable approval.
- C. Surveys
The Developer shall furnish promptly to the City copies of all final surveys required for the completion of the improvements.
- D. Well Logs/Test Hole Logs
The Developer shall furnish the City copies of all well and test hole logs required for any purpose during the Project.
- E. Express or implied approval by the City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement unless such express approval notes such deviation.
- F. At the completion of construction prior to acceptance by the City, the Engineer of Record shall submit to the City four sets of Record Drawings and a report certifying that the improvements were constructed in accordance with plans and specifications and that they meet standards established by the City. This certification shall include a cover letter with the engineer's professional stamp, followed by copies of all inspection records, test results, and construction quality control data.

2.06 SURVEILLANCE

- A. The City may monitor the progress of the and the Developer's compliance with this Agreement and perform any inspection or test, which it deems necessary to determine whether the work conforms to this Agreement. Such inspections or tests do not relieve the Developer from performing tests and inspections required by 2.05A.
- B. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.05, the City may require, at the Developer's expense, retesting, exposure of previous stages of construction, or any other steps which the City deems necessary to determine whether the work conforms to this Agreement.
- C. Any monitoring, tests or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of the Developer or any other person.

2.07 PLANS AND SPECIFICATIONS

- A. The City's approval of the plans and specifications is for general conformance with City Standards. Ultimate design and function remains the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found prior to final acceptance as provided in Section 3.01 of this Agreement.

2.08 QUALITY CONTROL PROGRAM

- A. The Developer shall submit to the City for approval by the City, in such form as the City may specify, a quality control program for the construction of the improvements.
- B. The quality control program shall provide sufficient inspection and test procedures to determine compliance with all applicable plans, specifications, and safety requirements. The program shall include the following:
 - 1. The frequency and type of all tests and inspections to be performed.
 - 2. A list of all persons who will perform tests and inspections.
 - 3. Procedures for coordinating testing and inspections with the City and for providing advance notice to the City of all inspections and tests, which the City shall witness.
 - 4. Procedures for reporting quality control activities, including discoveries of deficiencies in the work.
 - 5. A procedure to collect, certify and submit to the City all inspection records, test reports and construction quality control documentation upon completion of the construction prior to final acceptance.

2.09 WORK SCHEDULE

- A. The Developer shall submit to the City, in such form as the City may specify, a work schedule, which shall be Appendix II to this Agreement.
- B. The work schedule shall include a progress chart of a suitable scale, indicating the approximate percentage of work scheduled for completion at any given time. The schedule shall indicate starting and completion dates for each improvement, including City and private utility improvements.

2.10 MATERIALS

- A. The Developer shall use the materials specified in the approved plans and specifications for the Project. For materials which are not distinctly specified, the Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement. All materials shall comply with the City of Payette Standards for Public Works Construction.
- B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.

- C. The City may approve the materials and equipment, or indicate to the Developer unacceptable material and equipment within a reasonable time after submittal. The City's approval of material and equipment is for general conformance with City standards, alternate design and function remain the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found subsequent to City approval. Substitutions may be considered subject to review and approval of the City Engineer.

2.11 GENERAL STANDARDS OF WORKMANSHIP

- A. The Developer shall construct all improvements in accordance with plans and specifications approved by the City, and with the terms, covenants, and conditions of this Agreement. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies, and equipment incorporated into an improvement shall be new.
- B. If, in the course of construction, conditions appear, which, in the exercise of reasonable engineering judgment, require a modification of, or substitution for, approved materials, equipment, plans, specifications or contracts to meet an acceptable standard of performance, the Developer shall make the modification or substitution. The City shall reasonably approve all such substitution.
- C. The Developer shall construct all facilities in the subdivision not otherwise subject to this Agreement in accordance with applicable statutes, ordinances and specifications.

2.12 PLACEMENT OF UTILITIES

The Developer shall place all utilities underground, except where this requirement is specifically waived under this Agreement. The City Engineer shall approve the alignment of City and private utilities.

2.13 WORK IN RIGHTS-OF-WAY

The Developer shall comply with all ordinances and secure all necessary permits and authorizations pertaining to work in public rights-of-way. The Developer shall coordinate and supervise the installation and construction of all utility improvements, including those not otherwise covered by this Agreement, in a manner that will prevent delays in City construction or other damage to the City and that will permit the City to properly schedule work that it will perform.

2.14 STOP WORK ORDERS

- A. If the City determines there is a substantial likelihood, based upon reasonable and substantial information, that the Developer will fail to comply, or if the Developer does fail to comply with this Agreement or the Developer and/or his

contractors fail to comply with provisions of occupational health and safety standards promulgated by the State and Federal agencies or his actions present a threat to the public health and safety, the City may stop all further construction of improvements by posting a stop work order at the site of the nonconforming construction and notifying the Developer and its engineer of the order.

- B. A stop work order shall remain in effect until the City approves:
 - 1. Arrangements made by the Developer to remedy the nonconformity; and
 - 2. Assurances by the Developer that future nonconformity's will not occur.
- C. The issuance of a stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for any action or claim against the City or for an extension of time to perform the work.
- D. The Developer shall include in all contracts for work to be performed, or materials to be used under this Agreement, the following provision:

The City of Payette, pursuant to a Construction Improvement Agreement on file with the City Clerk and incorporated by reference herein, has the authority to inspect all work or materials under this contract and to stop work in the event that the work performed under this Agreement fails to comply with any provision of the Construction Improvement Agreement. In the event that the City issues a stop work order, the contractor shall immediately cease all work and await further instructions from the Developer and City.

2.15 ACCESS

The City shall have access to all parts of the subdivision necessary or convenient for monitoring the Developer's performance, inspecting, surveying, testing or performing any other work.

2.16 MAINTENANCE

- A. Until the City accepts the improvements, the Developer shall maintain at his expense all road improvements within the Project that are necessary for access or service to property not owned by the Developer. For the purposes of this subsection, existing roads are roads that physically exist, as distinguished from mere rights-of-way dedicated for road purposes. The maintenance required by this subsection includes cleaning, effective dust control measures, snow removal and similar activities, but does not include repair, replacement or reconstruction, except if the need to repair, replace or reconstruct is caused by the Developer's activities or is required as a condition of this Agreement.

- B. The Developer shall repair or pay the cost of repairing damage to any improvement that occurs prior to the City's acceptance of the improvements, except for damage caused solely by the City, its agents, employees, or contractors. The Developer shall give reasonable notice to the City before undertaking the repair of any damaged improvement.

2.17 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

- A. Before final acceptance, the City may enter upon, inspect, control, and operate any improvement if the City determines that such action is necessary to protect the public's health, safety, and welfare.
- B. The action described in subsection A of this section shall not constitute the final acceptance of any improvement by the City, nor shall the action affect in any way the Developer's warranty under this Agreement.
- C. The Developer or his agents may not connect to or operate any City utilities without written consent from the City. No structure shall be occupied, nor shall any land use be established which requires a building or construction permit, until the improvements required by this Agreement or by applicable provisions of law have been accepted by the City or other responsible public agency or have been completed as required by this Agreement.

2.18 TIME

The Developer shall start work and complete construction of improvements required under this Agreement in accordance with the Developer's work schedule as approved by the City and attached as an Appendix to this Agreement.

2.19 ADDITIONAL CONSIDERATIONS

The City and the Developer agree to the following :

- A. **Public Ways**
 - 1. The existing street surface at the entrance to the Project off of 7th Avenue North shall be sawcut, and the widened portion shall be constructed in accordance with City standards. The completed street section shall be 37 feet wide as measured from back of curb to back of curb. Developer shall install rolled curbs and attached 4-foot wide sidewalks. Homeowners shall be responsible for maintaining sidewalks, and this shall be so stated in the covenants of the subdivision.
 - 2. The Developer shall dedicate right of way to the City through the full length of the Project as shown in the approved Preliminary Plat. The required street section is 37 feet wide, measuring from back of curb to back of curb. The entire street section shall conform to the approved construction plans for the Project.

3. All drainage from streets within the subdivision shall be retained within the subdivision as shown in the approved construction plans for the Project. The infiltration swale which receives the storm drainage for the streets within the subdivision shall be owned and maintained by the Developer until such time as the Homeowner's Association (HOA) shall have the resources to assume maintenance responsibilities. The Developer/HOA shall maintain the swale in proper functional condition. The City shall not be liable for any future maintenance of this infiltration swale.
4. All drainage from the adjacent half of all contiguous streets along the perimeter of the Project shall be retained within the limits of the subdivision unless such drainage is presently captured by an existing storm drainage system.

B. Water System

1. Before a building permit can be issued the Developer shall install water services in accordance with the approved construction plans so the City can place the water meter when the appropriate fees are paid at the City Clerk's Office. These fittings and meter box shall be marked with a blue steel post and protected while the developer is maintaining the lot. Temporary address or lot number signs shall be staked at the location where the water meter is to be installed.
2. During construction of the curb, the letter W shall be stamped into the top or face of the curb directly in front of the water meter box. The impression shall not be less than one and one half inches (1 ½") high. Meters shall be grouped at adjacent side lot lines when possible or at another location if requested by the Developer and approved by the City Engineer and Water Superintendent. Water meter boxes will not be allowed in driveway approaches.

C. Sewer System:

1. Before a building permit can be issued the Developer shall install the appropriate sewer service line to the lot. The line shall be capped to stop any infiltration and a green steel post placed to mark the end of the service line.
2. During construction of the curb the letter S shall be stamped into the top or face of the curb directly in front of the sewer service line location. The impression shall not be less than one and one half inches (1 ½") high.
3. The City of Payette is aware of the sewer odor issue adjacent to the proposed Sunset Rim Subdivision near the intersection of 7th Avenue N. and Iowa Avenue. The City agrees to the following course of action to alleviate the odor:
 - a. Reprogram lift station controls to hold sewage in lift station and pump it out early in the a.m. to flush the line prior to most activity.
 - b. Flush the pressure sewer line with water and chlorine to reduce bacteria in the line.

- c. If necessary, begin chemical treatment at the lift station and/or install charcoal filters on manhole lids.

D. Irrigation System:

1. The Developer shall construct a central irrigation system for the Project in accordance with the approved construction plans. The Developer shall connect each lot to the subdivision's central irrigation system. The subdivision is to provide a minimum of one irrigation outlet, standpipe and a 3/4" hose bib on the corner of each lot, providing a minimum of 25 psi of pressure when all irrigation outlets are running. A tag labeling the outlet as non-potable is required.
2. The irrigation system shall be maintained and administered by the Developer until such time as these duties are assumed by the Homeowner's Association.

E. Street Lighting:

Before a building permit can be issued, with the specific exception of those two lots referenced in G.2. below, the Developer shall install street lighting in accordance with the approved construction plans. Street lighting installations shall occur, within each phase, at all intersections, whether new or existing.

F. On-site storm drainage retention:

In addition to the specific facilities shown in the approved construction plans, the Developer shall install adequately sized on-site storm drainage retention on each lot to withstand a 100-year storm event. No storm water shall leave the property. Storm water drainage retention areas shall be maintained and administered by the Developer until such time as the maintenance is assumed by the Homeowner.

G. Other:

1. The local Post Office requires shared mailbox facilities. The Owner will coordinate with local Post Office and City to find a location that is acceptable to all parties. Locations must comply with current ADA regulations, including adequate clearance on the sidewalk adjacent to the mailboxes as appropriate.
2. Building permits shall be issued, upon final plat approval, in advance of the completion of public improvements, on up to two (2) lots in the Project as approved by the Council of the City of Payette on _____ (date). No additional building permits shall be issued for the remaining lots until all public improvements are complete in the Project and accepted by the City of Payette. No certificates of occupancy shall be issued by the City for any lots until said improvements have been completed.
3. The Developer agrees to reimburse the City for all engineering costs incurred by the City while working with the Developer on this Project.
4. Any and all common areas, such as the storm water drainage retention areas and the irrigation system for the Sunset Rim Subdivision shall be controlled, maintained and administered by the Homeowner's Association. The Developer

shall maintain all common areas until such time as the Homeowner's Association assumes this responsibility. The Developer shall file with the City the guidelines governing the structure and actions of that Homeowner's Association along with a copy of the subdivision's Restrictive Covenants, which shall be reviewed and acceptable to the City Attorney. The City Attorney shall approve such documents prior to the City Engineer signing the final plat.

ARTICLE III
FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

The City shall not accept the improvements until all the requirements of Section 3.02 through 3.05 have been met.

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

- A. Upon completing the improvements, the Developer shall replace lost lot corners and survey monuments per Idaho Code.
- B. All lot corners shall be surveyed and pinned per Idaho Code 50-1303, within the subdivision, as each phase is completed. Those pins shall be protected when weed eradication procedures take place on the undeveloped lots. Weeds shall be kept under 8" in height and dust control measures shall be taken to keep dust movement to a minimum during construction and on the remaining bare lots.
- C. No later than sixty (60) days after the final inspection and prior to final acceptance and certification under Section 3.06F, the Developer shall provide the City with one (1) acceptable set of reproducible Mylar, three (3) paper copies of as-built drawings for each improvement and one (1) electronic CAD copy of the aforementioned as-built drawings. The electronic CAD copy will be accepted on a CD-R compact disk recordable compatible with City Standards. The as-built drawings shall be certified by a professional engineer registered under the laws of the State of Idaho to represent accurately the improvements as actually constructed. One (1) certified as-built copy of public water and sewer improvements shall be provided by Developer to State of Idaho DEQ.

3.03 CERTIFICATE OF COMPLIANCE

The Developer shall furnish the City with a certificate of compliance for the work performed under this Agreement, in the form prescribed in Paragraph 2.05F. Developer shall also certify that all private utility installation has been completed according to plan.

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

Prior to final acceptance, the Developer shall certify that all contractors and vendors have been paid and no liens or other claims have been recorded, or that he knows of no intent to file a claim or lien against the City or private utility improvements. The Developer shall

hold the City harmless against any claims made by Developer's contractors.

3.05 CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY TO CITY

The Developer shall convey to the City any easement, rights-of-way, or other property interest necessary to allow access to the City improvements to operate, maintain, or repair the City improvements. The Developer may condition the conveyance upon the City's acceptance of the improvements.

3.06 INSPECTION

- A. Upon receiving notice that the Developer has completed the improvements, the City shall schedule inspections of the improvements. The City may inspect all improvements and any other work in dedicated easements or rights-of-way. The Developer shall run tests for subgrade, roadway aggregate base, trench compaction, concrete and pavement, and such other tests that may be required by the City Engineer.
- B. A privately owned utility may inspect any phase of work on an improvement of which it is to assume control.
- C. The City or appropriate privately owned utility shall inform the Developer in writing of any deficiencies in the work found in the course of the inspection.
- D. The Developer shall, at its own expense, correct all deficiencies found by inspections under Subsection A or B of this section. Upon receiving notice that the deficiencies have been corrected, the City, or appropriate privately owned utility shall re-inspect the improvements.
- E. The City or appropriate privately owned utility may continue to re-inspect an improvement until the Developer has corrected all deficiencies in the improvement.
- F. After final inspection has revealed that all improvements and other work in dedicated easements and rights-of-way meet City standards and the Developer has furnished the as-built drawings required in Section 3.02B, and project certification required by Section 3.03, and upon written request by the Developer, the City Engineer shall submit to the PAYETTE City Council a recommendation for final acceptance of the improvements.

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

- A. The City's final acceptance of the City improvements constitutes a grant to the City of all the Developer's right, title, and interest in and to the City improvements.

- B. Upon final acceptance of the improvements, the City will maintain said improvements, except regarding the Developer's obligations covered by warranty in Section 3.08.

3.08 DEVELOPER'S WARRANTY

- A. The Developer shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship which is discovered for one (1) year. This warranty shall cover all direct or indirect costs of repair or replacement, and damage to the property, improvements or facilities of the City or any other person, caused by such failure or defect or in the course of repairs thereof, and any increase in cost to the City of operating and maintaining a City improvement resulting from such failures, defects or damages.
- B. The Developer's warranty shall not extend to any failure or defect caused solely by changes in design, construction or materials required by the City.
- C. Except as provided in Subsection B of this section, the fact that the City takes any action, or omits to take any action authorized in this Agreement including, but not limited to, operation or routine maintenance of the improvements prior to acceptance or surveillance, inspections, review or approval of plans, tests or reports shall in no way limit the scope of the Developer's warranty.

3.09 WARRANTY GUARANTY

To secure the Developer's performance of the warranty under Section 3.08, the performance guaranty provided by the Developer under Section 2.02 shall remain in effect until the end of the warranty period, or the Developer shall provide a warranty guaranty by one or more of the methods described in Sections 2.03 through 2.05, determined by the following:

<u>Actual Cost of All Improvements</u>	<u>Percent to Secure Warranty</u>
Less than \$500,000	7.5%
\$500,000 - \$1,000,000	5.0%

3.10 CITY'S REMEDIES UNDER WARRANTY

- A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in Section 3.08. The City shall notify the Developer before conducting any test or inspections to determine the cause of failure or defect to the extent the circumstances will allow and shall notify the Developer of the results of all such tests and inspection.
- B. The Developer shall correct or make a diligent effort to correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. The Developer shall correct the failure or defect at

its own expense and to the satisfaction of the City.

- C. If the Developer fails to correct the failure or defects within the time allowed by Subsection B of this section, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within thirty (30) days of receiving the City's bill, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, including calling upon the Developer's security. The City's attorney's fees in pursuit of such remedy shall be an allowed cost.
- D. In case of an emergency affecting public health and safety, the City may make immediate required repairs and shall notify the Developer and contractor as quickly as possible.

3.11 CONDITIONS OF REIMBURSEMENT

- A. If this Agreement requires the City to reimburse the Developer for all or part of the cost of an improvement, the reimbursement shall be conditioned upon the Developer's performance of all its obligations under this Agreement. Reimbursement shall be limited to that work described herein in Appendix V.
- B. Any reimbursement shall be subject to the approval of bonds and/or the appropriation of funds as required by law. If funds are not available at the time any reimbursement is due under this Agreement, the City shall reimburse the Developer when funds become available. The City shall not be liable for any delay in reimbursing the Developer due to the unavailability of funds, nor shall such delay constitute a breach of this Agreement.

It is understood and agreed that the Developer, is responsible for Sunset Rim Subdivision Number 1 to be in compliance with City, ISPWC and Idaho Department of Environmental Quality's specifications and requirements and all points of agreement within this document.

IN WITNESS WHEREOF the parties hereto have agreed and set their hands and seals this ___ day of _____, 2013.

CITY OF PAYETTE

DEVELOPER

BY: _____
Jeffrey T. Williams, Mayor

BY: _____

ATTEST:

WITNESS:

City Clerk

Print Name:

ATTACHMENT A: PROPERTY DESCRIPTION
ATTACHMENT B: DESCRIPTION OF IMPROVEMENTS
ATTACHMENT C: COST ESTIMATES
ATTACHMENT C-1: DETAILED COST ESTIMATES
ATTACHMENT D: EVIDENCE OF SURETY

APPENDIX I: CONSTRUCTION PLANS AND SPECIFICATIONS
APPENDIX II: CONSTRUCTION SCHEDULE
APPENDIX III: PUBLIC WORKS INSPECTION SUMMARY
APPENDIX IV: STREET LIGHT DESCRIPTION
APPENDIX V: CALCULATION OF UTILITY FEES

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

On this ____ day of _____, 2013, before me, a Notary Public in and for said state, personally appeared _____, known to me to be the Developer of _____, which executed the foregoing instrument, and acknowledged to me that he executed the same.

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

S
E
A
L

Notary Public _____
Commission Expires: _____

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

On this ____ day of _____, 2013, before me, a Notary Public in and for said State, personally appeared Jeffrey T. 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.

S
E
A
L

Notary Public _____
Commission Expires: _____

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

Developer to submit legal property description and reduced copy of plat.

ATTACHMENT "A"

ATTACHMENT "B" DESCRIPTION
OF IMPROVEMENTS
TO BE CONSTRUCTED AND INSTALLED BY

FOR
SUNSET RIM SUBDIVISION NUMBER 1

- ___ Monumentation
- ___ Electric
- ___ Gas
- ___ Telephone
- ___ Drainage
- ___ Street Signs (New and Replacement)
- ___ Cable TV
- ___ Site Grading
- ___ Landscaping
- ___ All Improvements shown on construction plans attached as Appendix I to this Agreement
- ___ Other – as follows:

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR
SUNSET RIM SUBDIVISION NUMBER1

The estimated total cost of the improvements submitted by the Developer and approved by the City Engineer are as follows:

1. Public improvements to be owned operated and maintained by the City of Payette:
\$ _____
2. Public utilities to be owned, operated and maintained by a utility other than the City of Payette: \$ _____
3. Other improvements for which bonding is required: \$ _____
4. Total cost of improvements: \$ _____
5. Street trees within public right-of-way: \$ _____

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR
SUNSET RIM SUBDIVISION NUMBER 1

Developer to submit detailed cost estimates.

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR
SUNSET RIM SUBDIVISION NUMBER 1

The Developer will be performing the majority of required improvements prior to filing the plats. A surety company will post surety acceptable to the City for the remaining improvements per Section 2.02.

APPENDIX I
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF PAYETTE AND

FOR
SUNSET RIM SUBDIVISION NUMBER 1

CONSTRUCTION DRAWINGS

Plans Titled:

Civil Improvement Drawings for
Sunset Rim Subdivision Number 1,
Located in a portion of the SE1/4 of the SE1/4 of Section 27, T.9N, R. 5W, Boise Meridian
City of Payette, Payette County, Idaho

Dated:

April 10, 2013 _____

By:

Lance Warnick, PE
Aspen Engineers
2422 – 12th Avenue Road, #323
Nampa, Idaho 83686

Sheets 1 through 8

APPENDIX II
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF PAYETTE AND

FOR
SUNSET RIM SUBDIVISION NUMBER1

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

APPENDIX III
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF PAYETTE AND

FOR

SUNSET RIM SUBDIVISION NUMBER 1

INSPECTION FEE SUMMARY

To be determined by the City of Payette, based on quantity of improvements and current fee schedule.

_____ Lots X \$ _____ = \$ _____

APPENDIX IV
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF PAYETTE AND
SUNSET RIM SUBDIVISION NUMBER 1
FOR
STREET LIGHT CHARGES

Per Section 1.10 E of the Agreement, the Developer reimburses the City for street light charges for a period of 12 months. The street light charges are determined as follows:

Street light utility provider: IDAHO POWER

Street light type: _____

() lights X 12 months X \$ _____ per month = (\$ _____)

Street light type: _____

() lights X 12 months X \$ _____ per month = (\$ _____)



PAYETTE MUNICIPAL AIRPORT GROUND LEASE AGREEMENT

Charles E. & Patsy L. Storer

This Lease Agreement is made and signed this _____ day of _____, 2013 by and between the City of Payette, "Landlord" and Charles E. & Patsy L. Storer ("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-03, 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 November 05, 2013 through September 30, 2037 (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 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:

Charles E. & Patsy L. Storer
8599 E Apache Trail
Athol, Idaho 86801

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: _____
MAYOR

By: _____

By: _____

ATTEST:

Mary Cordova, CMC
City Clerk

ACKNOWLEDGMENT

State of Idaho
County of Payette

On this ____ day of _____, 2013 before me _____,
a notary public in and for said State, personally appeared Charles E. and Patsy
L. Storer known or identified to me to be the persons whose name are
subscribed to the within instrument, and acknowledged to me that they executed
the same.

Notary Public
Residing at:
Commission Expires

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

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

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

Notary Public
Residing at:
Commission Expires

Personal Guarantee

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

Date: _____, 2013.

EXHIBIT "A"

***BOUNDARY DESCRIPTION
LEASE AGREEMENT – HANGER D-03***

In Township 9 North, Range 5 West, Boise Meridian, Payette County, Idaho, that parcel commonly known as 2850 Airport Road #D-03, 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 60.00 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).



PAYETTE MUNICIPAL AIRPORT GROUND LEASE AGREEMENT

Duane & Alberta Smith

This Lease Agreement is made and signed this _____ day of _____, 2013 by and between the City of Payette, "Landlord" and Duane and Alberta Smith ("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-02, Payette, Idaho (the "Leased Premises").
2. **Grant of Leasehold.** Landlord hereby grants a leasehold interest to Tenant and Tenant hereby agrees to accept the grant of the leasehold interest and hereby agrees to pay rent and to perform the other obligations specified in this Lease.
3. **Lease Term and Holdover.** The term of this Lease shall be for the period from November 05, 2013 through September 30, 2037 (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 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:

Duane & Alberta Smith
P.O. Box 754
McCall, Idaho 83638

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: _____
MAYOR

By: _____

By: _____

ATTEST:

Mary Cordova, CMC
City Clerk

ACKNOWLEDGMENT

State of Idaho
County of Payette

On this ____ day of _____, 2013 before me _____,
a notary public in and for said State, personally appeared Duane and Alberta
Smith known or identified to me to be the persons whose name are subscribed to
the within instrument, and acknowledged to me that they executed the same.

Notary Public
Residing at:
Commission Expires

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

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

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

Notary Public
Residing at:
Commission Expires

Personal Guarantee

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

Date: _____, 2013.

EXHIBIT "A"

***BOUNDARY DESCRIPTION
LEASE AGREEMENT – HANGER E-02***

In Township 9 North, Range 5 West, Boise Meridian, Payette County, Idaho, that parcel commonly known as 2850 Airport Road #E-02, 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 30.00 feet, to the **POINT OF BEGINNING**;

thence S89°14'39"E 19.00 feet;

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, 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).



PAYETTE MUNICIPAL AIRPORT GROUND LEASE AGREEMENT

Jan Zatloukal

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

1. **Background.** Landlord owns real estate at the Payette Municipal Airport which is described on the attached Exhibit A, and is also known as 2870 Airport Road #B-01, 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 November 5, 2013 through April 30, 2038 (the "Lease Term"), with one option for an additional renewal of a thirty year term upon such terms and conditions as may be negotiated at the time of renewal. Any holding over after the term of this Lease, with the consent of the Landlord, shall be considered to be a tenancy from month to month. That tenancy shall be at the same rental amount as was required to be paid by Tenant for the period immediately prior to the expiration of the term of this Lease unless Landlord provided the Tenant with a 30 day notice of increase paragraph 4. c. applies. All other terms and conditions specified in this Lease shall apply.
4. **Rent.** The rent to be paid by the Tenant to the Landlord is described as follows:
 - a. \$0.10 annually per square foot of land within the Leased Premises, and it is agreed that there are 1,760 square feet of space within the Leased Premises.
 - b. Accordingly, the rent during the primary term of this Lease is \$176.00 annually, this shall be paid in one annual payment by January 1 each year. The rent shall be adjusted annually in accordance with paragraph 4c below.
 - c. Annual CPI Adjustments. The rent to be paid during the term of this Lease shall be adjusted annually as follows: on January 1 of each year the rent payable by Tenant for the new year shall be increased by adding an amount determined by the US Department of Labor, Bureau of Labor and Statistics Data, Consumer Price index, and shall be adjusted to reflect changes in that index.
 - d. The cash rent shall be due and payable without the necessity of any notice being given by the landlord to the Tenant, and if any payment of cash rent is late by more than 5 days the Tenant shall pay an additional \$25.00 late fee.
5. **Surrender and Restoration of leased Premises, Right of First Refusal to Purchase Building and Structures, Conditions for the Granting of a New Lease Agreement, and Closure of Airport.**
 - a. **Surrender and Restoration of Leased Premises.** At the end of the term of this Lease, Tenant shall peacefully surrender the Leased Premises in a fully restored condition, including the removal of all Improvements, unless Landlord grants a new

lease agreement under the conditions of paragraph 6.d herein. Restoration of the leased Premises shall also include fine grading to allow for the proper flow of drainage into the appropriate storm water inlet or other system. All components of those Improvements removed from the Leased Premises shall be completely removed from the site and disposed of off airport at the sole cost of Tenant. Complete removal of Improvements and restoration of the leased Premises shall be complete no later than 90 calendar days after the expiration date of this Lease Agreement.

- b. **Other Personal Property.** Any personal property left on the Leased Premises shall, at the option of the Landlord, become the exclusive property of Landlord, without liability for payment, if said personal property remains on the Leased Premises for any reason, thirty (30) days after termination of this Lease.
- c. **Right of First Refusal to Purchase Buildings and Structure Prior to the End of the Term of the Lease.** Tenant shall not sell the Improvements on the leased Premises prior to the end of the lease Term unless it receives a written offer specifying the price and detailing the terms of any such sale, including any owner financing. In the event Tenant receives a written offer to sell Improvements on the Leased Premises from third party, which Tenant desires to accept, prior to the end of the Lease Term, Tenant shall give notice to Landlord, pursuant to paragraph 32.f below, and such notice shall include a copy of the third party's written offer. Landlord shall have thirty (30) days after receipt of such notice to match the third party's written offer by advising Tenant in writing that it will do so. If Landlord does match such offer, Landlord and Tenant shall close such transaction on the terms of the third party's offer, substituting only Landlord for the third party. If Landlord does not match the third party's written offer, Tenant may sell to the third party identified in the written offer, on the terms of such written offer, subject to all other requirements of this Lease including, but not limited to, paragraphs 4 and 25. If however, the sale to the identified third party does not close on the exact terms identified in the written offer, Tenant shall be obligated to re-offer said buildings and structures to Landlord on the changed terms. The failure of the Landlord to exercise its right of first refusal on one written offer shall not be deemed a waiver as to future offers if the written offer tendered to Landlord is not fully consummated by the third party identified in the written offer. In no event shall the Tenant or any purchaser remove the Improvements unless requested to do so by the Landlord.
- d. **Conditions for the Granting of a New Lease Agreement.** This lease shall expire on the last day of the Lease Term as defined in paragraph 3 herein. In the event that Tenant desires to continue occupying the Leased Premises, Tenant may request that Landlord enter into a new Lease Agreement. Tenant shall be eligible for a new lease Agreement on the Leased Premises provided the following conditions are met by Tenant:
 - 1. **Good Repair.** The Leased Premises and all Improvements are in a state of good repair, including, without limitation, exterior paint, walls, roofs, doors, and interior walls, ceilings, floors, doors, and any other items including those which are structural and/or aesthetic in nature. Landlord reserves the right in its sole discretion to determine what constitutes a state of "good repair".
 - 2. **Compliance with all other Provisions.** Tenant shall be in compliance with all other provisions of this Lease. If a new lease is granted, the term of the new lease shall be at the sole discretion of Landlord, and in any case shall not be longer than the estimated useful life of the Improvements as determined by the Landlord in its sole discretion. The landlord will act in its discretion as a reasonable landlord.

3. Intent to continue Leasing. It is the intention of the Landlord to continue leasing the property.

e. **Closure of Airport**

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

7. **Use; Outside Storage.** The Leased Premises shall be used only for those activities authorized in the Payette Municipal Airport Minimum Standards for Commercial Activities, rules and regulations, or as otherwise specifically authorized by the Payette City Council in writing and for no other purpose without Landlord's consent, which may be withheld for any reason. Tenant shall not engage in any hazardous activity. Tenant agrees to conduct its business on the Leased Premises so as to comply with all statutes, ordinances and other governmental regulations. Landlord has made no representations concerning the ability or right of Tenant to use the building under any statute, ordinance or other governmental regulation including the zoning and building ordinances and regulations of the City of Payette. Tenant agrees to accept any building on the Leased Premises in its present condition, as is, except as otherwise noted herein and agrees to accept all risk with regard to its right to use the premises. Tenant shall not store materials or supplies outside any of the Improvements without first obtaining the written consent of Landlord. Tenant shall comply with all rules and regulations concerning environmental laws and hazardous waste and agrees to indemnify and hold Landlord harmless from all claims for liability, including attorney's fees, premised on Tenant's failure to comply with such laws, rules and regulations. All activities conducted on the Leased Premises, or any other activities conducted by Tenant on or about the Airport, shall conform to acceptable safety standards. Applicable FAA standards shall be used as a guideline.

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

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

10. **Liability Insurance.** Tenant shall keep in full force and effect, throughout the term of this Lease, at its sole expense, a liability insurance policy providing protection against claims for injuries, death or property damage occurring on the Leased Premises. All insurance premiums for the coverage shall be paid by Tenant. The limits of the liability

shall not be less than the amount specified in the Payette Airport's Minimum Standards for Commercial Activities for the type of activity taking place on the Leased Premises.

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

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

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

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

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

defend any such claim and to pay the cost of such defense, but Landlord shall be consulted with regard to the conduct of the defense insofar as the choice of attorneys and other related matters.

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

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

18. ***Bankruptcy.*** If Tenant is adjudicated bankrupt, or if Tenant makes a general assignment for the benefit of its creditors, or if a receiver is appointed for Tenant's business operated on the Leased Premises, then in any of these events, to the extent permitted by law, Landlord may declare this Lease terminated, but shall not be required to do so. In any case, to the extent permitted by law, neither the Lease nor any interest in the Leased Premises shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors.

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

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

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

enjoyment of the Leased Premises by Tenant, as long the Improvements will not be encumbered and all obligations of Tenant are fully performed in accordance with terms of this Lease.

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

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

23. Landlord's Access. Landlord reserves and retains for its officers and authorized representatives, the full and unrestricted right to enter the real estate portion of the Leased Premises at any time and the Improvements with 24 hours prior notice to Tenant, except in the case of emergency, for the purpose of inspecting or protecting such premises and of doing any and all activities which Landlord may deem necessary for the proper general conduct and operation of the Payette Municipal Airport. In case of emergency, no notice shall be required. During the last six (6) months of the lease term, the Landlord may exhibit the Leased Premises to prospective tenants.

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

26. Defaults and Remedies.

a. Tenant shall be in default of this Lease if at any time after commencement of the Lease term:

1. Tenant defaults in the payment of any installment of rent or payment of Utilities and does not cure that default within 15 days of mailed or served written notice;
2. Tenant vacates or abandons the Leased Premises or ceases business activities for a period of sixty (60) consecutive days;
3. Tenant defaults in the performance of any of its other obligations under this

Lease including, but not limited to, the obligations regarding taxes, insurance and maintenance, and if any such other default is not corrected within sixty (60) days after Landlord has given Tenant written notice specifying the Default.

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

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

c. If Landlord proceeds under either subparagraph 1 or 3 above, Landlord shall have the right to remove Tenant's personal property from the Leased Premises and take it to a public storage facility or other safe facility as an agent for Tenant. Tenant shall be responsible for paying the cost of any such storage, as well as the cost of transportation, and Tenant hereby waives any right it might otherwise have to make any claim against Landlord for damage to such personal property; for the interruption of Tenant's business by reason of the removal; for reimbursement for the cost of transportation and storage; or for any other damage or injury which Tenant may suffer by reason of Landlord's actions under this subparagraph.

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

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

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

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

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

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

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

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

31. **Federal Aviation Administration Lease Requirements.**

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

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

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

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

said provisions (a), (b) and (c).

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

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

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

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

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

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

32. *Miscellaneous.*

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

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

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

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

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

f. Any notice permitted or required by this Lease may be given by personal service of a

written notice upon the party to whom the notice is given or by mailing the written notice by certified mail, postage prepaid, to the other party.

Notice to Landlord shall be delivered or mailed to:
City Coordinator
Payette Municipal Airport
700 Center Avenue
Payette, Idaho 83661

and notice to Tenant shall be delivered or mailed to:

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

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

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

LANDLORD:
CITYOF PAYETTE

TENANT:

By: _____
Its: MAYOR

By: _____
Its: _____

ATTEST:

Mary Cordova, CMC
City Clerk

ACKNOWLEDGMENT

State of Idaho
County of Payette

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

Notary Public
Residing at:
Commission Expires

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

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

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

Notary Public
Residing at:
Commission Expires

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

Date: _____, 2013.

**BOUNDARY DESCRIPTION
LEASE AGREEMENT – HANGAR B-01**

In Township 9 North, Range 5 West, Boise Meridian, Payette County, Idaho, more particularly described as follows:

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

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

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

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

thence S68°23'26"E 1234.32 feet,

thence S89°14'39"E 44.00 feet;

thence S00°45'21"W 45.00 feet; to the **POINT OF BEGINNING**;

thence S00°45'21"W 35.00 feet;

thence N89°14'39"W 44.00 feet;

thence N00°45'21"E 45.00 feet;

thence S89°14'39"E 22.00 feet;

thence S00°45'21"W 10.00 feet;

thence S89°14'39"E 22.00 feet; to the **POINT OF BEGINNING**.

Containing 1,760 square feet, more or less.

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

END OF THIS DESCRIPTION THAT CONTAINS 1 PAGE.

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

I:\CLIENTS\CP\CP 13-0031 - Gen Eng\Airport Hangar descriptions\Lease Desc - Hangar B-01.doc

Page 1 of 1



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 P.S.

OFFICE USE ONLY	
Date Received	<u>10-29-13</u>
Received by	<u>Fax</u>
Call made by/time	_____
Donation Awarded	Y / N CC Date _____

Organization Information

Name of Organization/Club Fruitland High School S.T.E.M club

Organization's Address 501 S Iowa Ave

City Fruitland State Idaho Phone 208-452-4411

Organization E-mail pshaber@fruitlandschools.org

Tax Exempt Number 82-6000864

Contact Person Information

Contact Name Paul Shaber

Contact E-mail pshaber@fruitlandschools.org

Contact Cell Number 208-405-1425 Work/Home Number 208-452-4411

Event Information

Event Name S.T.E.M. Benefit Pool Party

Event Date and Time November 16, 8:00 - 10:00 p.m.

Projected Attendance 140 Cost per Person (if applicable) undecided

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

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

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

Event Description Fruitland HS STEM club would like to have a fundraising event at the Payette Municipal pool. The event would include a party atmosphere with music and games for students from Fruitland High School.

Form RD 1924-18
(Rev. 6-97)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT
FARM SERVICE AGENCY

PARTIAL PAYMENT ESTIMATE

CONTRACT NO.

PARTIAL PAYMENT ESTIMATE NO.

3

PAGE 1

OWNER:

City of Payette

CONTRACTOR:

Wright Brothers, TBC, LLC

PERIOD OF ESTIMATE

FROM 10-01-13 TO 10-31-13

CONTRACT CHANGE ORDER SUMMARY

ESTIMATE

No.	Agency Approval Date	Amount	
		Additions	Deductions
1	09-16-2013		\$490.00
TOTALS		\$0.00	\$490.00
NET CHANGE		\$0.00	\$490.00

1. Original Contract	\$133,733.00
2. Change Orders	\$-490.00
3. Revised Contract (1 + 2)	\$133,243.00
4. Work Completed*	\$127,679.69
5. Stored Materials*	
6. Subtotal (4 + 5)	\$127,679.69
7. Retainage*	\$6,383.98
8. Previous Payments	\$102,370.90
9. Amount Due (6-7-8)	\$18,924.81

* Detailed breakdown attached

CONTRACT TIME

Original (days) 60
Revised +30
Remaining 9

On Schedule

Yes
 No

Starting Date 08-05-2013

Projected Completion 11-02-2013

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

Contractor

Eric Williams, Comptroller

By

Wright Brothers, Eagle, LC

Date

10-24-2013

APPROVED BY OWNER:

Owner

By

Date

ARCHITECT OR ENGINEER'S CERTIFICATION:

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Architect or Engineer

Dion Zimmerman

By

Date

10-30-13

ACCEPTED BY AGENCY:

The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

By

Title

Date

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information.

PROGRESS LIEN WAIVER
(Progress Payment)

TO: City of Payette

PROJECT: Payette Library Amphitheater

FROM: Wright Brothers, The Building Company,
Eagle, LLC

DATE: October 24, 2013

PAYMENT REQUESTED: \$18,924.81

In consideration of payments received to date and upon actual receipt of the PAYMENT REQUESTED, the undersigned does hereby waive, release and relinquish any and all claim and/or right of lien against the PROJECT and the real property and improvements thereto for labor and/or materials furnished for use in construction of said PROJECT; provided however, the undersigned reserves all claims and/or rights of lien as to monies withheld as retainage, if any, to date and any labor and/or materials hereafter furnished for which payment will subsequently become due or any claim or changes not yet approved.

Wright Brothers, The Building Company, Eagle,
LLC

By: *[Signature]*

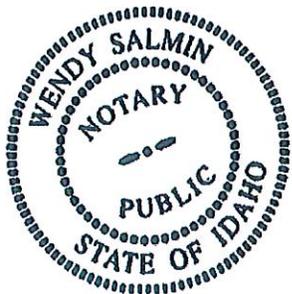
Title: Comptroller

Date: 10.24.13

STATE OF IDAHO)
)ss:
County of Ada)

On this 21 day of October, 20 13, before me, personally appeared the individual who signed the foregoing waiver, being known to me, and acknowledged that he executed the foregoing instrument and that the execution was the voluntary act and deed of the above-named company. Further, if the company is a corporation, the said individual certified that he is an officer duly authorized to execute the same on behalf of such corporation.

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



[Signature]

NOTARY PUBLIC for Idaho

Residing at Stein, Idaho

Commission Expires: 9/28/2015

MINUTES
Parks & Recreation Committee Meeting
October 23rd, 2013
City Council Chambers
12:00 PM

ROLL CALL:

Members Present: Kurt Key, Jim Franklin, Georgia Hanigan, Jeff Sands and Kim Bruce

Absent: None

Staff Present: Mary Cordova, Katrina Smith, Randy Fales, and Becky Lynch

Public Present: None

MINUTES:

The minutes of August 21st, 2013 were approved by unanimous voice approval.

OLD BUSINESS:

None heard

NEW BUSINESS:

A. Pool Update:

Katrina said august we had the swim team down there from Ontario; they come in and pay \$2.25 for admission. Katrina informed the committee that approximate total revenue from September 9th through October 22nd was \$438.00 from the Ontario swim team using the facility. Saturday November 9th from 10a.m.- Noon is a fundraiser called 'The Swim-a-thon', and all are welcome to come. Katrina informed the committee that there are new sidewalks and a handicap ramp which was installed outside of the pool. Katrina stated that she got her letter out to the Payette County Recreation Department regarding the hours the Payette pool is open and swim lessons we offer. Katrina is now waiting to hear back from the recreation department regarding that letter. On Halloween around 9:30am or 10am come wear a funny hat and they will have a party at the pool. Kurt asked Randy about the shower, the bars that keep the shower on instead of holding it down to keep the shower on, in the men's room and randy responded that it is in the works to be fixed. Cordova informed the committee that we have an additional expense to add employees to PERSI due to the pool staying open all year. We are trying to rotate guards out and have shift leaders established to try and help reduce costs as much as possible. You have to have 30 day break in employment to keep the employee off of PERSI even if their hours are part-time. Cordova stated that they would like to offer the High School sports teams a slotted time to use the pool as exercise or a conditioning class and to be sure a coach or teacher is present. A discussion followed regarding if there should be a charge or not. Kim asked to have this brought before the school district first to find out if this is something they are interested in. Cordova mentioned as well that it could be good to go to the private schools that have their own teams to offer this amenity to them as well.

1. ADA Ramps

B. Parks Update:

Randy caught a beaver over in Kiwanis Park and relocated the beaver to the pond off Highway 52.

1. Central Park Bathrooms

Randy informed the committee that in Central park they had a bathroom with graffiti and toilet paper stuffed in one of the toilets. Cordova asked if he had noticed a difference in vandalism of the bathrooms in that park. The library girls now lock those bathrooms at night to be sure there is less vandalism. Randy Fales stated that this is the first instance of graffiti and vandalism in Central park that he has seen. The lights at the bathroom there are now working, the timers were off. Kim asked of surveillance for the vandalism, Cordova stated that they have tapes but whether they are caught or not, we don't know. The majority of the committee came to the consensus that if the City could put signs up at the bathrooms in all the parks that they are on camera, it would save time and money to keep going back to those and make

repairs.

2. Skate Park Update

Randy finished the skate park yesterday, there was some things needing touched up to keep from breaking. Cordova asked how long it had been before the skate park was destroyed and Randy says about three years. Kim said that steel frames need to be used instead of the wood frames due to the quick decomposing and/or termite damage that happens.

GENERAL DISCUSSION:

A. BMX Trail Proposal

Kim said she has two boys, a 10 and 13 year old who are very active. Kim informed the committee that they all went to go look at trails/ terrain paths that they really liked are in Boise, Caldwell, and Kuna. They ride on Perry Drive which is private, a bike path they have used they call 'Bunny Hill'. Kuna dumps loads of dirt into the park and once a year a committee or volunteer group comes in and rakes the dirt to create breams, ramps, etc. Kim has learned through doing a little bit of research that the City had provided water for their projects. Kim stated that this would be so simple and so easy because it's dirt. They have little and big kids out there and have a nice walkway around the trail for parents to use. Kim has a proposed location for this bike park at Jake Sherer Park here in Payette which is by the Payette water tower. Kim is asking for discussion to find out if this idea and/or location are feasible to do further research of costs, etc. then taking it to the P&Z as well as the City Council. Discussion followed by the Committee on locations and feasibility.

A motion was made by Kim Bruce and seconded by Kurt Key to recommend to City Council to use the Westside School's underserved park, the Jake Sherer Park, or the Brick Yard location as a terrain trail for youth and families.

B. Boat Ramp Grant Update

Cordova stated that the core of engineers said they need hydrological evaluations done due to a jetty being put in. This would ensure that this project doesn't create more flood hazards.

Agenda items for next meeting:

None Heard

Public Comment:

Cordova stated that under their special event permit for the Azteca soccer league at Gateway Park, they have won first place! Out of the parks in Boise, Caldwell, and Nampa they enjoyed our park the best and they thank the City for letting them use Gateway Park.

Adjourn:

Next meeting is scheduled on: Monday December 2nd, 2013 at Noon
Key made a motion and Franklin seconded to adjourn.

Meeting adjourned at 1:38 p.m. with unanimous voice approval.

Recording Secretary

Becky Lynch

Combined Funds

Revenue	Actual Period to Date	%	Actual Year-To-Date	%	Annual Budget	Variance
311100 PROPERTY TAXES	4,327.66	1.19	4,327.66	1.19	2,019,323.00	-2,014,995.34
311110 ASSESSMENT RECEIPTS	0.00	0.00	0.00	0.00	10,000.00	-10,000.00
311120 BOND RECEIPTS - LIBRARY	67.93	0.02	67.93	0.02	47,809.00	-47,741.07
316000 FRANCHISE FEES	0.00	0.00	0.00	0.00	75,000.00	-75,000.00
319100 PENALTY & INTEREST	866.12	0.24	866.12	0.24	21,800.00	-20,933.88
320000 FUEL REVENUE	0.00	0.00	0.00	0.00	30,000.00	-30,000.00
321100 BUSINESS & ALCOHOL LICENSES	425.00	0.12	425.00	0.12	10,000.00	-9,575.00
321900 PLANNING & ZONING FEES	100.00	0.03	100.00	0.03	3,000.00	-2,900.00
322100 BUILDING PERMITS	3,364.71	0.93	3,364.71	0.93	25,000.00	-21,635.29
331000 GRANTS, GIFTS AND DONATIONS	25.00	0.01	25.00	0.01	158,400.00	-158,375.00
331200 JAG GRANT	0.00	0.00	0.00	0.00	50,800.00	-50,800.00
331400 USER FEES	185.00	0.05	185.00	0.05	3,500.00	-3,315.00
334000 GRANT	0.00	0.00	0.00	0.00	100,000.00	-100,000.00
335000 STATE SHARED REVENUE	60,851.76	1.67	60,851.76	1.67	229,000.00	-168,148.24
335100 STATE LIQUOR APPORTIONMENT	18,761.00	5.17	18,761.00	5.17	91,000.00	-72,239.00
335300 HIGHWAY USERS TAX (GAS TAX)	59,705.13	1.64	59,705.13	1.64	245,000.00	-185,294.87
335400 COURT REVENUE	0.00	0.00	0.00	0.00	40,000.00	-40,000.00
335500 COUNTY SALES TAX	0.00	0.00	0.00	0.00	180,000.00	-180,000.00
335600 SALES TAX	16.90	0.00	16.90	0.00	350.00	-333.10
338000 COUNTY MATCHING FUNDS	0.00	0.00	0.00	0.00	3,000.00	-3,000.00
338100 ROAD & BRIDGE TAX	237.17	0.07	237.17	0.07	75,000.00	-74,762.83
341320 IMPACT FEES - POLICE	914.00	0.25	914.00	0.25	0.00	914.00
341320 IMPACT FEES - FIRE	726.00	0.20	726.00	0.20	0.00	726.00
343200 ENCHROACHMENT PERMIT RECEIPTS	50.00	0.01	50.00	0.01	1,500.00	-1,450.00
345100 GARBAGE COLLECTION	0.00	0.00	0.00	0.00	290,000.00	-290,000.00
345200 CART RENTAL COLLECTION	0.00	0.00	0.00	0.00	67,000.00	-67,000.00
346100 WATER METERED SALES	0.00	0.00	0.00	0.00	690,000.00	-690,000.00
346200 WATER CONNECTION FEES	1,790.00	0.49	1,790.00	0.49	6,000.00	-4,210.00
346900 OTHER REVENUE-WATER - FIRE	0.00	0.00	0.00	0.00	6,000.00	-6,000.00
347100 SEWER SERVICE REVENUE	0.00	0.00	0.00	0.00	1,100,000.00	-1,100,000.00
347200 SEWER CONNECTION FEES	0.00	0.00	0.00	0.00	1,500.00	-1,500.00
350400 POOL REVENUE	1,500.00	0.41	1,500.00	0.41	58,000.00	-55,946.09
350500 POOL REVENUE - CONCESSION	2,053.91	0.57	2,053.91	0.57	7,000.00	-6,986.00
350600 POOL REVENUE - LESSONS	14.00	0.00	14.00	0.00	12,000.00	-11,790.00
350700 POOL REVENUE - SPECIAL EVENTS	210.00	0.06	210.00	0.06	500.00	-290.00
353100 DOG LICENSES	0.00	0.00	0.00	0.00	9,500.00	-9,500.00
353200 DOG FINES	216.00	0.06	216.00	0.06	1,300.00	-1,084.00
353300 DOG IMPOUND	70.00	0.02	70.00	0.02	1,500.00	-1,430.00
356000 RURAL DUES	90.00	0.02	90.00	0.02	6,000.00	-5,910.00
361000 FINES & FORFEITS	280.00	0.08	280.00	0.08	54,000.00	-53,720.00
371000 INTEREST EARNED	1,736.90	0.48	1,736.90	0.48	6,595.00	-4,858.10
371150 BAB INTEREST	0.00	0.00	0.00	0.00	27,390.00	-27,390.00
373100 ENGINEERING COST REIMBURSEMENT	0.00	0.00	0.00	0.00	3,000.00	-3,000.00
379000 MISCELLANEOUS REVENUE	17,463.77	4.81	17,463.77	4.81	174,600.00	-157,136.23
379100 SANITATION CONTRACT	0.00	0.00	0.00	0.00	29,850.00	-29,850.00
396000 UNENCUMBERED FUNDS	0.00	0.00	0.00	0.00	103,321.00	-103,321.00
396100 UNENCUMBERED FUNDS	0.00	0.00	0.00	0.00	339,553.00	-339,553.00
398200 UNENCUMBERED FUNDS TO CAPITAL	0.00	0.00	0.00	0.00	279,900.00	-279,900.00

Combined Funds

	Actual Period to Date	%	Actual Year-To-Date	%	Annual Budget	Variance
3983300 UNENCUMBERED FUND FIRE	0.00	0.00	0.00	0.00	72,100.00	-72,100.00
398400 UNENCUMBERED FUNDS ~ Street	0.00	0.00	0.00	0.00	100,000.00	-100,000.00
399000 TRANSFER FROM OTHER FUND	12,600.00	3.47	12,600.00	3.47	155,600.00	-143,000.00
399100 SPRING CLEAN UP	0.00	0.00	0.00	0.00	30,000.00	-30,000.00
399200 WATER FUND PORTION	0.00	0.00	0.00	0.00	9,100.00	-9,100.00
399300 SEWER FUND PORTION	0.00	0.00	0.00	0.00	9,100.00	-9,100.00

Total Revenue 188,647.96 100.00 188,647.96 100.00 7,069,891.00 -6,881,243.04

Expenses

	Actual Period to Date	%	Actual Year-To-Date	%	Annual Budget	Variance
LEGISLATIVE						
110 Salaries	900.00	0.25	900.00	0.25	10,800.00	9,900.00
200 Personnel Benefits	27.60	0.01	27.60	0.01	331.00	303.40
230 FICA	55.80	0.02	55.80	0.02	670.00	614.20
240 MEDICARE	13.05	0.00	13.05	0.00	157.00	143.95
260 Worker's Compensation	0.00	0.00	0.00	0.00	113.00	113.00
261 Retirement	67.92	0.02	67.92	0.02	1,247.00	1,179.08
270 Insurance	256.43	0.07	256.43	0.07	16,806.00	16,549.57
305 Election	0.00	0.00	0.00	0.00	200.00	200.00
350 Planning & Zoning Stipend	0.00	0.00	0.00	0.00	3,000.00	3,000.00
543 Dues & Subscriptions	0.00	0.82	0.00	0.82	3,900.00	920.00
544 Promotions and Donations	2,980.00	0.03	2,980.00	0.03	5,000.00	4,900.00
580 Travel/Meetings/Education	100.00	0.00	100.00	0.00	3,000.00	3,000.00
610 Supplies-Operating	0.00	0.00	0.00	0.00	2,000.00	2,000.00
613 Economic Development	0.00	0.00	0.00	0.00	8,000.00	8,000.00
810 Donation-Soil Conservation	0.00	0.00	0.00	0.00	1,000.00	1,000.00
811 Donation-Payette Museum	0.00	0.00	0.00	0.00	2,000.00	2,000.00
812 Donation-Snake River Transit	7,500.00	2.07	7,500.00	2.07	15,000.00	7,500.00
Account Total	11,900.80	3.28	11,900.80	3.28	73,224.00	61,323.20

EXECUTIVE

110 Salaries	500.00	0.14	500.00	0.14	6,000.00	5,500.00
200 Personnel Benefits	9.20	0.00	9.20	0.00	110.00	100.80
230 FICA	31.00	0.01	31.00	0.01	372.00	341.00
240 MEDICARE	7.25	0.00	7.25	0.00	87.00	79.75
260 Worker's Compensation	0.00	0.00	0.00	0.00	20.00	20.00
261 Retirement	56.60	0.02	56.60	0.02	693.00	636.40
270 Insurance	447.08	0.12	447.08	0.12	5,365.00	4,917.92
544 Promotions and Donations	0.00	0.00	0.00	0.00	750.00	750.00
581 Mayor's Youth Advisory Council	0.00	0.00	0.00	0.00	2,000.00	2,000.00
613 Economic Development	0.00	0.00	0.00	0.00	3,000.00	3,000.00
Account Total	1,051.13	0.29	1,051.13	0.29	18,397.00	17,345.87

ADMINISTRATION

110 Salaries	10,693.81	2.94	10,693.81	2.94	147,212.00	136,518.19
130 Overtime	182.88	0.05	182.88	0.05	100.00	-82.88

Combined Funds

CODE	Actual Period to Date	%	Actual Year-to-Date	%	Annual Budget	Variance
200 Personnel Benefits	25.20	0.01	25.20	0.01	323.00	297.80
230 FICA	674.40	0.19	674.40	0.19	9,127.00	8,452.60
240 MEDICARE	157.69	0.04	157.69	0.04	2,134.00	1,976.31
250 Reserve for Unemployment	0.00	0.00	0.00	0.00	2,500.00	2,500.00
260 Worker's Compensation	0.00	0.00	0.00	0.00	600.00	600.00
261 Retirement	1,231.26	0.34	1,231.26	0.34	17,003.00	15,771.74
270 Insurance	2,093.54	0.58	2,093.54	0.58	29,566.00	27,472.46
300 Professional Purchased Services	0.00	0.00	0.00	0.00	30,000.00	30,000.00
320 Legal	0.00	0.00	0.00	0.00	41,200.00	41,200.00
340 Building Inspection	0.00	0.00	0.00	0.00	25,000.00	25,000.00
344 Employee Drug Testing	0.00	0.00	0.00	0.00	530.00	530.00
410 Utilities	0.00	0.00	0.00	0.00	10,000.00	10,000.00
420 Custodial & Cleaning	725.00	0.20	725.00	0.20	8,300.00	7,575.00
430 Repair and Maint-Other	0.00	0.00	0.00	0.00	4,000.00	4,000.00
505 Postage	0.00	0.00	0.00	0.00	2,600.00	2,600.00
530 Telephone & Communication	80.00	0.02	80.00	0.02	5,500.00	5,420.00
531 Information Technology	0.00	0.00	0.00	0.00	2,000.00	2,000.00
540 Advertising & Publishing	123.12	0.03	123.12	0.03	5,000.00	4,876.88
541 Printing & Binding	0.00	0.00	0.00	0.00	5,000.00	5,000.00
543 Dues & Subscriptions	651.34	0.18	651.34	0.18	5,000.00	4,348.66
580 Travel/Meetings/Education	48.59	0.01	48.59	0.01	4,500.00	4,451.41
610 Suppliers-Operating	0.00	0.00	0.00	0.00	9,000.00	9,000.00
612 Suppliers-Other	0.00	0.00	0.00	0.00	7,000.00	7,000.00
714 Capital Outlay - Misc	621.79	0.17	621.79	0.17	29,000.00	28,378.21
773 Capital Outlay - Copier	176.00	0.05	176.00	0.05	5,000.00	4,824.00
830 Sales Tax	0.00	0.00	0.00	0.00	10.00	10.00
Account Total	17,484.62	4.81	17,484.62	4.81	407,205.00	389,720.38
ENFORCEMENT						
110 Salaries	2,333.84	0.64	2,333.84	0.64	30,861.00	28,527.16
200 Personnel Benefits	9.20	0.00	9.20	0.00	110.00	100.80
230 FICA	144.70	0.04	144.70	0.04	1,913.00	1,768.30
240 MEDICARE	33.84	0.01	33.84	0.01	447.00	413.16
260 Worker's Compensation	0.00	0.00	0.00	0.00	550.00	550.00
261 Retirement	264.19	0.07	264.19	0.07	3,564.00	3,299.81
270 Insurance	404.22	0.11	404.22	0.11	4,605.00	4,200.78
300 Professional Purchased Services	0.00	0.00	0.00	0.00	2,500.00	2,500.00
342 Impoundment/Code Enforcement	0.00	0.00	0.00	0.00	3,000.00	3,000.00
344 Employee Drug Testing	0.00	0.00	0.00	0.00	80.00	80.00
410 Utilities	0.00	0.00	0.00	0.00	2,000.00	2,000.00
431 Repair and Maint-Auto	0.00	0.00	0.00	0.00	1,000.00	1,000.00
432 Repair and Maint-Buildings	0.00	0.00	0.00	0.00	1,000.00	1,000.00
505 Postage	0.00	0.00	0.00	0.00	500.00	500.00
530 Telephone & Communication	0.00	0.00	0.00	0.00	312.00	312.00
540 Advertising & Publishing	0.00	0.00	0.00	0.00	500.00	500.00
543 Dues & Subscriptions	0.00	0.00	0.00	0.00	80.00	80.00
580 Travel/Meetings/Education	0.00	0.00	0.00	0.00	1,000.00	1,000.00
610 Suppliers-Operating	0.00	0.00	0.00	0.00	2,500.00	2,500.00
626 Gas and Oil	0.00	0.00	0.00	0.00	3,000.00	3,000.00
Account Total	3,189.99	0.88	3,189.99	0.88	59,522.00	56,332.01

Combined Funds

	Actual Period to Date	%	Actual Year-To-Date	%	Annual Budget	Variance
SHOP						
110 Salaries	2,846.64	0.78	2,846.64	0.78	37,626.00	34,779.36
200 Personnel Benefits	9.20	0.00	9.20	0.00	110.00	100.80
230 FICA	176.49	0.05	176.49	0.05	2,333.00	2,156.51
240 MEDICARE	41.28	0.01	41.28	0.01	546.00	504.72
260 Worker's Compensation	0.00	0.00	0.00	0.00	1,200.00	1,200.00
261 Retirement	322.24	0.09	322.24	0.09	4,346.00	4,023.76
270 Insurance	1,144.90	0.32	1,144.90	0.32	13,757.00	12,612.10
344 Employee Drug Testing	0.00	0.00	0.00	0.00	100.00	100.00
410 Utilities	0.00	0.00	0.00	0.00	4,500.00	4,500.00
431 Repair and Maint-Auto	0.00	0.00	0.00	0.00	500.00	500.00
530 Telephone & Communication	0.00	0.00	0.00	0.00	800.00	800.00
610 Supplies-Operating	0.00	0.00	0.00	0.00	1,000.00	1,000.00
611 Supplies-Shop	0.00	0.00	0.00	0.00	5,000.00	5,000.00
626 Gas and Oil	0.00	0.00	0.00	0.00	1,200.00	1,200.00
721 Capital Outlay - Shop	0.00	0.00	0.00	0.00	6,000.00	6,000.00
Account Total	4,540.75	1.25	4,540.75	1.25	79,018.00	74,477.25
LAW ENFORCEMENT						
110 Salaries	44,462.04	12.24	44,462.04	12.24	656,304.00	611,841.96
130 Overtime	12.93	0.00	12.93	0.00	1,000.00	987.07
200 Personnel Benefits	119.60	0.03	119.60	0.03	1,609.00	1,489.40
230 FICA	2,759.78	0.76	2,759.78	0.76	40,691.00	37,931.22
240 MEDICARE	645.42	0.18	645.42	0.18	9,516.00	8,870.58
250 Reserve for Unemployment	0.00	0.00	0.00	0.00	1,000.00	1,000.00
260 Worker's Compensation	0.00	0.00	0.00	0.00	23,000.00	23,000.00
261 Retirement	5,176.24	1.43	5,176.24	1.43	77,431.00	72,254.76
270 Insurance	12,850.46	3.54	12,850.46	3.54	181,715.00	168,864.54
341 Prisoner Care/Investigation	37.50	0.01	37.50	0.01	2,000.00	1,962.50
343 Drug Enforcement	0.00	0.00	0.00	0.00	1,500.00	1,500.00
344 Employee Drug Testing	0.00	0.00	0.00	0.00	500.00	500.00
410 Utilities	0.00	0.00	0.00	0.00	2,500.00	2,500.00
430 Repair and Maint-Other	0.00	0.00	0.00	0.00	4,000.00	4,000.00
431 Repair and Maint-Auto	0.00	0.00	0.00	0.00	9,000.00	9,000.00
450 Contract Services	0.00	0.00	0.00	0.00	29,500.00	29,500.00
505 Postage	10.21	0.00	10.21	0.00	1,000.00	989.79
530 Telephone & Communication	80.00	0.02	80.00	0.02	5,688.00	5,608.00
531 Information Technology	0.00	0.00	0.00	0.00	4,500.00	4,500.00
543 Dues & Subscriptions	2,374.33	0.65	2,374.33	0.65	7,500.00	5,125.67
560 Uniforms	0.00	0.00	0.00	0.00	8,000.00	8,000.00
580 Travel/Meetings/Education	0.00	0.00	0.00	0.00	7,500.00	7,500.00
610 Supplies-Operating	0.00	0.00	0.00	0.00	8,000.00	8,000.00
612 Supplies-Other	57.00	0.02	57.00	0.02	3,500.00	3,443.00
614 Minor Equipment	0.00	0.00	0.00	0.00	4,000.00	4,000.00
626 Gas and Oil	0.00	0.00	0.00	0.00	30,000.00	30,000.00
747 Capital Outlay - Vehicles	1,495.00	0.41	1,495.00	0.41	55,200.00	53,705.00
767 Capital Outlay - Computer	1,450.01	0.40	1,450.01	0.40	2,000.00	549.99
773 Capital Outlay - Copier	205.25	0.06	205.25	0.06	2,400.00	2,194.75
825 JAG GRANT	0.00	0.00	0.00	0.00	1,900.00	1,900.00
826 Grants	0.00	0.00	0.00	0.00	8,000.00	8,000.00

Combined Funds

	Account Total	Actual Period to Date	%	Actual Year-To-Date	%	Annual Budget	Variance
FIRE PROTECTION	71,735.77	71,735.77	19.75	71,735.77	19.75	1,190,454.00	1,118,718.23
110 Salaries	9,669.79	9,669.79	2.66	9,669.79	2.66	121,316.00	111,646.21
116 Salaries-Firemen Paid Call	672.00	672.00	0.19	672.00	0.19	32,000.00	31,328.00
117 Salaries-Drill Night	157.53	157.53	0.04	157.53	0.04	18,000.00	17,842.47
130 Overtime	0.00	0.00	0.00	0.00	0.00	500.00	500.00
200 Personnel Benefits	32.20	32.20	0.01	32.20	0.01	331.00	298.80
230 FICA	41.67	41.67	0.01	41.67	0.01	3,286.00	3,244.33
240 MEDICARE	152.24	152.24	0.04	152.24	0.04	2,528.00	2,375.76
250 Reserve for Unemployment	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00
260 Worker's Compensation	0.00	0.00	0.00	0.00	0.00	7,000.00	7,000.00
261 Retirement	2,840.10	2,840.10	0.78	2,840.10	0.78	35,394.00	32,553.90
270 Insurance	2,003.12	2,003.12	0.55	2,003.12	0.55	24,648.00	22,644.88
344 Employee Drug Testing	0.00	0.00	0.00	0.00	0.00	500.00	500.00
410 Utilities	0.00	0.00	0.00	0.00	0.00	8,500.00	8,500.00
430 Repair and Maint-Other	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00
431 Repair and Maint-Auto	74.05	74.05	0.02	74.05	0.02	8,500.00	8,425.95
432 Repair and Maint-Buildings	81.59	81.59	0.02	81.59	0.02	1,200.00	1,118.41
433 Repair and Maint-Equipment	0.00	0.00	0.00	0.00	0.00	5,775.00	5,775.00
450 Contract Services	0.00	0.00	0.00	0.00	0.00	15,450.00	15,450.00
505 Postage	0.00	0.00	0.00	0.00	0.00	100.00	100.00
530 Telephone & Communication	0.00	0.00	0.00	0.00	0.00	4,500.00	4,500.00
531 Information Technology	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00
543 Dues & Subscriptions	855.33	855.33	0.24	855.33	0.24	2,700.00	1,844.67
560 Uniforms	0.00	0.00	0.00	0.00	0.00	12,000.00	12,000.00
580 Travel/Meetings/Education	0.00	0.00	0.00	0.00	0.00	5,000.00	5,000.00
606 Public Education	0.00	0.00	0.00	0.00	0.00	1,200.00	1,200.00
610 Supplies-Operating	14.97	14.97	0.00	14.97	0.00	3,750.00	3,735.03
612 Supplies-Other	0.00	0.00	0.00	0.00	0.00	1,500.00	1,500.00
614 Minor Equipment	0.00	0.00	0.00	0.00	0.00	4,800.00	4,800.00
626 Gas and Oil	0.00	0.00	0.00	0.00	0.00	6,500.00	6,500.00
768 Capital Outlay -	0.00	0.00	0.00	0.00	0.00	72,100.00	72,100.00
826 Grants	683.96	683.96	0.19	683.96	0.19	900.00	216.04
Account Total	17,278.55	17,278.55	4.76	17,278.55	4.76	402,978.00	385,699.45
STREET MAINTENANCE	9,929.60	9,929.60	2.73	9,929.60	2.73	128,830.00	118,900.40
110 Salaries	0.00	0.00	0.00	0.00	0.00	500.00	500.00
130 Overtime	36.80	36.80	0.01	36.80	0.01	442.00	405.20
200 Personnel Benefits	615.64	615.64	0.17	615.64	0.17	7,987.00	7,371.36
230 FICA	143.98	143.98	0.04	143.98	0.04	1,868.00	1,724.02
240 MEDICARE	0.00	0.00	0.00	0.00	0.00	12,000.00	12,000.00
260 Worker's Compensation	0.00	0.00	0.00	0.00	0.00	14,880.00	13,755.98
261 Retirement	1,124.02	1,124.02	0.31	1,124.02	0.31	43,336.00	39,675.20
270 Insurance	3,660.80	3,660.80	1.01	3,660.80	1.01	20,000.00	20,000.00
300 Professional Purchased Services	0.00	0.00	0.00	0.00	0.00	7,500.00	7,500.00
410 Utilities	0.00	0.00	0.00	0.00	0.00	16,000.00	15,545.61
431 Repair and Maint-Auto	454.39	454.39	0.13	454.39	0.13	6,000.00	6,000.00
433 Repair and Maint-Equipment	0.00	0.00	0.00	0.00	0.00	3,000.00	3,000.00
435 Repair and Maint-Bridges	0.00	0.00	0.00	0.00	0.00	5,000.00	5,000.00
436 Repair and Maint-Storm Sewer	0.00	0.00	0.00	0.00	0.00	5,000.00	5,000.00

Combined Funds

	Actual Period to Date	%	Actual Year-To-Date	%	Annual Budget	Variance
465 Fees-Dig Line	0.00	0.00	0.00	0.00	500.00	500.00
505 Postage	0.00	0.00	0.00	0.00	50.00	50.00
530 Telephone & Communication	160.00	0.04	160.00	0.04	4,000.00	3,840.00
531 Information Technology	0.00	0.00	0.00	0.00	600.00	600.00
540 Advertising & Publishing	0.00	0.00	0.00	0.00	100.00	100.00
543 Dues & Subscriptions	486.34	0.13	486.34	0.13	2,013.66	2,013.66
601 Paint & Supplies	0.00	0.00	0.00	0.00	9,000.00	9,000.00
610 Supplies-Operating	21.56	0.01	21.56	0.01	12,000.00	11,978.44
612 Supplies-Other	0.00	0.00	0.00	0.00	5,000.00	5,000.00
615 Chemicals	0.00	0.00	0.00	0.00	5,000.00	5,000.00
626 Gas and Oil	0.00	0.00	0.00	0.00	15,000.00	15,000.00
627 Supplies-Sand/Gravel/Asphalt	0.00	0.00	0.00	0.00	110,000.00	110,000.00
628 Street Signs	0.00	0.00	0.00	0.00	2,500.00	2,500.00
740 Capital Outlay - Equipment	0.00	0.00	0.00	0.00	25,000.00	25,000.00
760 Capital Outlay - Streets -	0.00	0.00	0.00	0.00	100,000.00	100,000.00
772 Capital Outlay ~ 6th Ave.	0.00	0.00	0.00	0.00	10,000.00	10,000.00
Account Total	16,633.13	4.58	16,633.13	4.58	568,593.00	551,959.87
SNOW AND ICE						
130 Overtime	0.00	0.00	0.00	0.00	2,000.00	2,000.00
433 Repair and Maint-Equipment	0.00	0.00	0.00	0.00	1,500.00	1,500.00
610 Supplies-Operating	0.00	0.00	0.00	0.00	1,000.00	1,000.00
626 Gas and Oil	0.00	0.00	0.00	0.00	3,500.00	3,500.00
627 Supplies-Sand/Gravel/Asphalt	0.00	0.00	0.00	0.00	6,500.00	6,500.00
Account Total	0.00	0.00	0.00	0.00	15,500.00	15,500.00
STREET LIGHTING						
410 Utilities	0.00	0.00	0.00	0.00	60,000.00	60,000.00
437 Repair and Maint-Lights	0.00	0.00	0.00	0.00	3,000.00	3,000.00
Account Total	0.00	0.00	0.00	0.00	63,000.00	63,000.00
SANITATION						
451 Contract-Hauling	26,013.78	7.16	26,013.78	7.16	260,000.00	233,986.22
452 Contract-Cart Rental	5,510.84	1.52	5,510.84	1.52	67,000.00	61,489.16
605 Supplies-Office	0.00	0.00	0.00	0.00	300.00	300.00
841 Transfer to General Fund	0.00	0.00	0.00	0.00	29,850.00	29,850.00
843 Transfer to Streets	0.00	0.00	0.00	0.00	30,000.00	30,000.00
Account Total	31,524.62	8.68	31,524.62	8.68	387,150.00	355,625.38
STREET CLEANING						
110 Salaries	1,120.80	0.31	1,120.80	0.31	38,190.00	37,069.20
130 Overtime	0.00	0.00	0.00	0.00	100.00	100.00
200 Personnel Benefits	0.00	0.00	0.00	0.00	110.00	110.00
230 FICA	69.49	0.02	69.49	0.02	1,845.00	1,775.51
240 MEDICARE	16.26	0.00	16.26	0.00	431.00	414.74
261 Retirement	114.19	0.03	114.19	0.03	3,437.00	3,322.81
270 Insurance	0.00	0.00	0.00	0.00	13,757.00	13,757.00
425 Spring/Fall Cleanup	0.00	0.00	0.00	0.00	7,000.00	7,000.00
433 Repair and Maint-Equipment	1,209.81	0.33	1,209.81	0.33	6,000.00	4,790.19
461 Fees-Landfill	0.00	0.00	0.00	0.00	500.00	500.00
610 Supplies-Operating	0.00	0.00	0.00	0.00	4,000.00	4,000.00

Combined Funds

	Actual Period to Date	%	Actual Year-To-Date	%	Annual Budget	Variance
WATER						
612 Supplies-Other	0.00	0.00	0.00	0.00	500.00	500.00
626 Gas and Oil	0.00	0.00	0.00	0.00	6,000.00	6,000.00
Account Total	2,530.55	0.70	2,530.55	0.70	81,870.00	79,339.45
SEWER						
110 Salaries	18,138.38	4.99	18,138.38	4.99	246,895.00	228,756.62
130 Overtime	0.00	0.00	0.00	0.00	7,000.00	7,000.00
200 Personnel Benefits	49.24	0.01	49.24	0.01	943.00	893.76
230 FICA	1,124.59	0.31	1,124.59	0.31	15,267.00	14,142.41
Account Total	200.00	0.06	200.00	0.06	81,000.00	80,800.00
Water Rehab Projects	200.00	0.06	200.00	0.06	81,000.00	80,800.00
800 Projects	200.00	0.06	200.00	0.06	81,000.00	80,800.00
Account Total	57,830.95	15.92	57,830.95	15.92	744,225.00	686,394.05

CITY OF PAYETTE
Income Statement by Department
For the Accounting Period: 10 / 13

Combined Funds

	Actual Period to Date	%	Actual Year-to-Date	%	Annual Budget	Variance
240 MEDICARE	263.01	0.07	263.01	0.07	3,570.00	3,306.99
260 Worker's Compensation	0.00	0.00	0.00	0.00	8,000.00	8,000.00
261 Retirement	2,053.25	0.57	2,053.25	0.57	28,440.00	26,386.75
270 Insurance	5,005.44	1.38	5,005.44	1.38	80,776.00	75,770.56
300 Professional Purchased Services	0.00	0.00	0.00	0.00	111,000.00	111,000.00
344 Employee Drug Testing	0.00	0.00	0.00	0.00	500.00	500.00
410 Utilities	0.00	0.00	0.00	0.00	100,000.00	100,000.00
430 Repair and Maint-Other	0.00	0.00	0.00	0.00	1,000.00	1,000.00
431 Repair and Maint-Auto	462.00	0.13	462.00	0.13	10,000.00	9,538.00
441 Repair and Maint-Plant	70.00	0.02	70.00	0.02	45,000.00	44,930.00
442 Repair and Maint-Collection	0.00	0.00	0.00	0.00	20,000.00	20,000.00
460 Sludge Disposal	0.00	0.00	0.00	0.00	11,000.00	11,000.00
464 Fees-Lab Testing	0.00	0.00	0.00	0.00	15,000.00	15,000.00
465 Fees-Dig Line	0.00	0.00	0.00	0.00	300.00	300.00
505 Postage	0.00	0.00	0.00	0.00	11,000.00	11,000.00
530 Telephone & Communication	0.00	0.00	0.00	0.00	2,500.00	2,500.00
531 Information Technology	0.00	0.00	0.00	0.00	1,500.00	1,500.00
543 Dues & Subscriptions	486.33	0.13	486.33	0.13	11,000.00	10,513.67
580 Travel/Meetings/Education	105.00	0.03	105.00	0.03	4,000.00	3,895.00
610 Supplies-Operating	289.07	0.08	289.07	0.08	11,000.00	10,710.93
615 Chemicals	3,565.00	0.98	3,565.00	0.98	48,000.00	44,435.00
626 Gas and Oil	0.00	0.00	0.00	0.00	6,000.00	6,000.00
635 Rehab Projects	6,300.00	1.73	6,300.00	1.73	75,600.00	69,300.00
740 Capital Outlay - Equipment	0.00	0.00	0.00	0.00	70,000.00	70,000.00
743 Capital Outlay - Software &	0.00	0.00	0.00	0.00	5,000.00	5,000.00
762 Capital Outlay - Projects	0.00	0.00	0.00	0.00	27,209.00	27,209.00
763 Capital Outlay - CMOM,	0.00	0.00	0.00	0.00	33,000.00	33,000.00
764 Capital Outlay -	0.00	0.00	0.00	0.00	7,500.00	7,500.00
846 Transfer to Other Fund	0.00	0.00	0.00	0.00	9,100.00	9,100.00
900 Debt Service	0.00	0.00	0.00	0.00	10,000.00	10,000.00
901 Debt Service-DEQ	0.00	0.00	0.00	0.00	156,000.00	156,000.00
903 USDA Reserve	0.00	0.00	0.00	0.00	10,000.00	10,000.00
Account Total	37,911.31	10.44	37,911.31	10.44	1,203,100.00	1,165,188.69
Sewer Rehab Project						
800 Projects	0.00	0.00	0.00	0.00	75,600.00	75,600.00
Account Total	0.00	0.00	0.00	0.00	75,600.00	75,600.00
AIRPORT						
110 Salaries	0.00	0.00	0.00	0.00	1,500.00	1,500.00
230 FICA	0.00	0.00	0.00	0.00	93.00	93.00
240 MEDICARE	0.00	0.00	0.00	0.00	22.00	22.00
300 Professional Purchased Services	0.00	0.00	0.00	0.00	1,500.00	1,500.00
410 Utilities	0.00	0.00	0.00	0.00	2,500.00	2,500.00
420 Custodial & Cleaning	0.00	0.00	0.00	0.00	250.00	250.00
439 Repair and Maint-Airport	0.00	0.00	0.00	0.00	2,500.00	2,500.00
543 Dues & Subscriptions	0.00	0.00	0.00	0.00	50.00	50.00
580 Travel/Meetings/Education	0.00	0.00	0.00	0.00	350.00	350.00
610 Supplies-Operating	0.00	0.00	0.00	0.00	600.00	600.00
625 Fuel - Airport	0.00	0.00	0.00	0.00	27,330.00	27,330.00
629 Fuel - Expenses	111.99	0.03	111.99	0.03	2,885.00	2,773.01

CITY OF PAVETTE
Income Statement by Department
For the Accounting Period: 10 / 13

Combined Funds

		Actual	%	Actual	%	Annual Budget	Variance
	Account	Period to Date		Year-To-Date			
RECREATION							
731	Capital Outlay - Airport	0.00	0.00	0.00	0.00	125,000.00	125,000.00
	Account Total	111.99	0.03	111.99	0.03	164,580.00	164,468.01
PARKS							
110	Salaries	5,339.04	1.47	5,339.04	1.47	62,502.00	57,162.96
120	Salaries-Part Time	4,439.50	1.22	4,439.50	1.22	40,024.00	35,584.50
130	Overtime	21.02	0.01	21.02	0.01	500.00	478.98
200	Personnel Benefits	18.40	0.01	18.40	0.01	226.00	207.60
230	FICA	596.78	0.16	596.78	0.16	6,853.00	6,256.22
240	MEDICARE	139.59	0.04	139.59	0.04	1,603.00	1,463.41
250	Reserve for Unemployment	0.00	0.00	0.00	0.00	2,500.00	2,500.00
260	Worker's Compensation	0.00	0.00	0.00	0.00	4,200.00	4,200.00
261	Retirement	606.75	0.17	606.75	0.17	7,219.00	6,612.25
270	Insurance	1,403.24	0.39	1,403.24	0.39	15,482.00	14,078.76
344	Employee Drug Testing	0.00	0.00	0.00	0.00	250.00	250.00
410	Utilities	535.00	0.15	535.00	0.15	16,000.00	15,465.00
431	Repair and Maint-Auto	0.00	0.00	0.00	0.00	3,000.00	3,000.00
432	Repair and Maint-Buildings	0.00	0.00	0.00	0.00	3,500.00	3,500.00
433	Repair and Maint-Equipment	0.00	0.00	0.00	0.00	7,000.00	7,000.00
434	Repair and Maint-Docks	0.00	0.00	0.00	0.00	2,500.00	2,500.00
	Account Total	9,472.31	2.61	9,472.31	2.61	262,834.00	253,361.69

CITY OF PAYETTE
Income Statement by Department
For the Accounting Period: 10 / 13

Combined Funds

	Actual Period to Date	%	Actual Year-To-Date	%	Annual Budget	Variance
470 Tree Maintenance	0.00	0.00	0.00	0.00	2,500.00	2,500.00
480 Greenway	0.00	0.00	0.00	0.00	24,000.00	24,000.00
505 Postage	0.00	0.00	0.00	0.00	20.00	20.00
530 Telephone & Communication	0.00	0.00	0.00	0.00	1,300.00	1,300.00
543 Dues & Subscriptions	486.34	0.13	486.34	0.13	700.00	213.66
580 Travel/Meetings/Education	0.00	0.00	0.00	0.00	1,000.00	1,000.00
610 Supplies-Operating	0.00	0.00	0.00	0.00	4,500.00	4,500.00
612 Supplies-Other	6.83	0.00	6.83	0.00	3,000.00	2,993.17
615 Chemicals	0.00	0.00	0.00	0.00	4,000.00	4,000.00
616 Plants and Seeds	0.00	0.00	0.00	0.00	3,000.00	3,000.00
626 Gas and Oil	0.00	0.00	0.00	0.00	8,500.00	8,500.00
740 Capital Outlay - Equipment	0.00	0.00	0.00	0.00	20,000.00	20,000.00
769 Capital Outlay	0.00	0.00	0.00	0.00	200,000.00	200,000.00
822 Forestry Projects	0.00	0.00	0.00	0.00	7,000.00	7,000.00
Account Total	13,592.49	3.74	13,592.49	3.74	452,879.00	439,286.51
LIBRARY						
110 Salaries	7,952.30	2.19	7,952.30	2.19	104,058.00	96,105.70
200 Personnel Benefits	27.60	0.01	27.60	0.01	331.00	303.40
230 FICA	493.03	0.14	493.03	0.14	6,452.00	5,958.97
240 MEDICARE	115.31	0.03	115.31	0.03	1,509.00	1,393.69
260 Worker's Compensation	0.00	0.00	0.00	0.00	500.00	500.00
261 Retirement	782.66	0.22	782.66	0.22	10,410.00	9,627.34
270 Insurance	1,807.46	0.50	1,807.46	0.50	21,487.00	19,679.54
344 Employee Drug Testing	0.00	0.00	0.00	0.00	100.00	100.00
410 Utilities	0.00	0.00	0.00	0.00	14,000.00	14,000.00
420 Custodial & Cleaning	725.00	0.20	725.00	0.20	9,900.00	9,175.00
430 Repair and Maint-Other	0.00	0.00	0.00	0.00	2,950.00	2,950.00
505 Postage	0.00	0.00	0.00	0.00	1,000.00	1,000.00
530 Telephone & Communication	0.00	0.00	0.00	0.00	2,200.00	2,200.00
531 Information Technology	0.00	0.00	0.00	0.00	3,000.00	3,000.00
540 Advertising & Publishing	0.00	0.00	0.00	0.00	500.00	500.00
543 Dues & Subscriptions	486.33	0.13	486.33	0.13	4,600.00	4,113.67
580 Travel/Meetings/Education	0.00	0.00	0.00	0.00	5,000.00	5,000.00
607 Supplies-Children's Programs	0.00	0.00	0.00	0.00	4,000.00	4,000.00
610 Supplies-Operating	0.00	0.00	0.00	0.00	4,000.00	4,000.00
612 Supplies-Other	0.00	0.00	0.00	0.00	500.00	500.00
640 Periodicals	0.00	0.00	0.00	0.00	2,000.00	2,000.00
745 Capital Outlay - Books	0.00	0.00	0.00	0.00	25,000.00	25,000.00
753 Capital Outlay - Projects	0.00	0.00	0.00	0.00	3,600.00	3,600.00
773 Capital Outlay - Copier	227.00	0.06	227.00	0.06	3,500.00	3,273.00
802 Library Expansion Construction	0.00	0.00	0.00	0.00	6,000.00	6,000.00
830 Sales Tax	0.00	0.00	0.00	0.00	350.00	350.00
846 Transfer to Other Fund	0.00	0.00	0.00	0.00	36,000.00	36,000.00
Account Total	12,616.69	3.47	12,616.69	3.47	269,447.00	256,830.31
DEBT SERVICE						
900 Debt Service	0.00	0.00	0.00	0.00	61,699.00	61,699.00
902 Debt Service-ITD 98-1	0.00	0.00	0.00	0.00	11,941.00	11,941.00
905 Other Expenses	0.00	0.00	0.00	0.00	1,500.00	1,500.00

CITY OF PAYETTE
Income Statement by Department
For the Accounting Period: 10 / 13

Combined Funds

	Actual Period to Date	%	Actual Year-To-Date	%	Annual Budget	Variance
INSURANCE						
520 Insurance - Liability	42,462.50	11.69	42,462.50	11.69	84,925.00	42,462.50
521 Insurance - Deductible	0.00	0.00	0.00	0.00	500.00	500.00
Account Total	42,462.50	11.69	42,462.50	11.69	85,425.00	42,962.50
CAPITAL IMPROVEMENT						
720 Capital Outlay - Buildings	0.00	0.00	0.00	0.00	93,000.00	93,000.00
766 Capital Outlay - Library	0.00	0.00	0.00	0.00	32,000.00	32,000.00
Account Total					125,000.00	125,000.00
REVOLVING LOAN						
850 Business Loans	0.00	0.00	0.00	0.00	133,750.00	133,750.00
Account Total					133,750.00	133,750.00
HEALTH CARE REIMBURSEMENT						
271 Health Care Reimbursement	4,829.10	1.33	4,829.10	1.33	35,000.00	30,170.90
272 Health Reimbursement Account	6,258.22	1.72	6,258.22	1.72	15,000.00	8,741.78
Account Total	11,087.32	3.05	11,087.32	3.05	50,000.00	38,912.68
Total Expenses	363,155.47	100.00	363,155.47	100.00	7,069,891.00	6,706,735.53
Net Income (Loss)	-174,507.51	-48.05	-174,507.51	-48.05		