AGENDA
PAYETTE CITY COUNCIL
January 3, 2012
WORK SESSION & REGULAR MEETING

HONORABLE MAYOR JEFFREY T. WILLIAMS PRESIDING

GEORGIA HANIGAN	**MARK HELEKER**
LEE NELSON	**IVAN MUSSELL**
KATHY DODSON	**LES COCHRAN**

5:15 PM – Joint Work Session – with City Council, Planning & Zoning & Public Works Committee

A. Oil & Gas Ordinance

7:00 PM – Regular Meeting

I. ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. CITIZENS COMMENTS

IV. APPROVAL OF MINUTES
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V. APPROVAL OF BILLS & PAYROLL..... 6

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VII. OATHS OF OFFICE

VIII. CALL MEETING TO ORDER/ROLL CALL

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X. PLANNING & ZONING

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XIII. NEW BUSINESS

D. Election of Council Present

E. Appointment of Standing Committees

F. Appointment of Council Liaison to Airport & Library Commission

G. Council Liaison to PMDC Board

H. Ordinance #1355 - AN ORDINANCE OF THE CITY OF PAYETTE, IDAHO, AMENDING CHAPTER 12.18 IN TITLE 12 OF THE PAYETTE CITY CODE; CHANGING THE TITLE OF CHAPTER 12.18; CREATING FINDINGS; ADDING NEW DEFINATIONS; RENUMBERING CODE SECTIONS 12.18.040 THROUGH 12.18.190; CREATING A NEW SECTION 12.18.070 ESTABLISHES AND DEFINES THE DUTIES OF THE CITY FORESTER; PROHIBITING THE INTERFERENCE WITH THE CITY FORESTER; CREATING COMPENSATORY PAYMENTS; SETTING AN EFFECTIVE DATE; ALLOWING PUBLICATION IN SUMMARY FORM; ESTABLISHING SEVERABILITY; ESTABLISHING A REPEALER; PROVIDING A PENALTY – 1ST Reading 15

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L. Ordinance #1356 – AN ORDINANCE OF THE CITY OF PAYETTE, IDAHO, ADOPTING A NEW CHAPTER 16.26 OF THE PAYETTE MUNICIPAL CODE ESTABLISHING SHORT PLAT PROCEDURES; PROVIDING FOR A SEVERABILITY CLAUSE; ESTABLISHING A REPLEALER CLAUSE; ESTABLISHING A PENALTY; ALLOWING FOR PUBLICATION IN SUMMARY FORM; PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDIANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW – 1st Reading..... 59

M. Rescue Program - Standard Operating Procedures..... 65

XIV. DEPARTMENTAL REPORT
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XV. MAYOR'S COMMENTS

XVI. CITIZEN'S COMMENTS
(Limited to 5 minutes per person, at the discretion of the Mayor)

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

XVIII. ADJOURNMENT

MINUTES
PAYETTE CITY COUNCIL
Work Session &Regular Meeting
December 19, 2011

5:15PM – Work Session

A. Oil & Gas Moratorium
Justin Hayes, Program Director, Idaho Conservation League
Justin Hayes addressed the oil and gas issues affecting the nation and our state. Idaho has passed temporary rules governing drilling and will be considering a bill in the next legislative session. Cities should be focusing on items affecting their communities, such as noise, operations, lights, location to schools, site preparation, water and sewer exposure, not what the State has regulated. Aquifers and delineation zones were discussed. Ordinances addressing drilling should be permissive and protective.

B. Forestry Commission proposed Tree Ordinance changes
Gene Gray presented the changes addressing primarily public trees. It has been drafted by the Forestry Committee and he urged the Council to adopt the ordinance.

C. Short Plat
Clerk Cordova said the process would be an abbreviated procedure for splitting a lot. There must be existing infrastructure and the new lot must be of legal size. This process will be easier for developers and businesses. An ordinance will be presented at the next regular meeting.

The work session concluded at 6:45 PM.

7:00 PM – Regular Meeting

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

ROLL CALL
Members Present: Mayor Jeff Williams, Georgia Hanigan, Mark Heleker,Lee Nelson, Ivan Mussell, Les Cochran & Kathy Dodson

Members Absent: None.
Staff Present: Mary Cordova, City Coordinator; Bert Osborn, City Attorney, Mark Clark, Chief of Police; Dave Platt, Police Captain; Randy Schwartz, WWTP Supervisor; Steve Castenada, Fire Chief; Jennifer Kelley, Deputy Treasurer/HR; Jamie Couch, Street Superintendent

PLEDGE

Craig Jensen led the pledge of allegiance.

Councilor Dodson made a motion to amend the agenda adding the following items: Library Pay Request #9; Iowa Avenue Project Change Order #7; Fire Station Change Order #12; Library Change Order #6; and Street Department Surplus. The motion was seconded by Cochran.

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

CITIZENS COMMENTS
None Heard.

APPROVAL OF MINUTES

The word granny needs to be changed to grant on page 3, item B. A motion was made by Heleker and seconded by Nelson to approve the minutes ofDecember 5, 2011, with the aforementioned change.

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

APPROVAL OF BILLS & PAYROLL

A motion was made by Hanigan and seconded by Mussell to approve the City Bills & Payroll in the amount of $388,405.99.

At the roll call:
Ayes: Hanigan, Heleker, Nelson, Mussell, Cochran & Dodson
Nays:
The motion CARRIED.

SPECIAL ORDERS
A. Oath of Office – Fire Chief

Mayor Williams administered the oath of office to Fire Chief Steve Castenada.

COMMUNICATIONS
A. City Officials' Day at the Capitol – January 26, 2012

PLANNING & ZONING
None

OLD BUSINESS
None

NEW BUSINESS

A. Payette Fire Department
Standard Operating Guidelines – Off Duty Members at Station, Visitors at Fire Station & Fitness / Exercise Facility & Equipment Use

A motion was made by Hanigan and seconded by Heleker to adopt the standard operating guidelines as presented.

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

B. Appointment of Cassandra McElravy to Planning & Zoning

Mayor Williams offered Cassandra McElravy for appointment to the Planning and Zoning Commission for a six year term effective 01/01/12. She is a realtor and a resident of Payette.

Nays:

The motion CARRIED.

H. Change Order # 12 - KEPHA Construction – Payette City/Rural Fire Project

A motion was made by Heleker and seconded by Dodson toapprove change order #12 for KEPHA Construction in the amount of $400.00.

At the roll call:
Ayes: Hanigan, Heleker, Nelson, Mussell, Dodson & Cochran
Nays:

The motion CARRIED.

I. Change Order # 7 - WF Construction – Iowa Avenue Project

A motion was made by Cochran and seconded by Mussell to approve change order #7 for WF Construction in the amount of $6,181.59.

At the roll call:
Ayes: Hanigan, Heleker, Nelson, Mussell, Dodson & Cochran
Nays:

The motion CARRIED.

J. Declaration of Street Department Surplus Property

Street Department Superintendent, Jamie Couch, said they've been cleaning the shop and have scrap metal consisting of drums, street posts, brake rotors, etc., which can be sold.

A motion was made by Heleker and seconded by Hanigan to declare the list of items surplus.

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

DEPARTMENTAL REPORTS

A. Payette Police Department - November 2011
B. 2010/2011 High Desert Drug Task Force Statistics
C. Treasurer's Report – November 2011

MAYOR'S COMMENTS

CITIZEN'S COMMENTS

EXECUTIVE SESSION

Pursuant to Idaho Code 67-2345 (1)(f)

At 7:30 PM a motion was made by Heleker and seconded by Nelson to adjourn to executive session per Idaho Code 67-2345 (1)(f); pending litigation.

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

The Council reconvened at 7:55 PM.

ADJOURNMENT

A motion was made by Heleker and seconded by Dodson to adjourn the regular meeting at 7:55 PM.

The motion CARRIED.

Signed this_____day of_____, 2011.

_____
Jeff Williams, Mayor

ATTEST:

_____
Mary Cordova, City Clerk

CITY PAYROLL	12/30/2011	ET	79,129.78
HARDIN SANITATION, INC.	12/20/2011	5871	26,582.20
KEITH'S SPORTING GOODS	12/28/2011	5874	350.00
KEPHA CONSTRUCTION	12/21/2011	5873	67,710.06
SNAKE RIVER ECONOMIC ALLIANCE	12/21/2011	5872	6,250.00
ACTION MEDICAL, INC.	1/3/2012	5875	71.00
ADVANCED CONTROL SYSTEMS	1/3/2012	5876	269.00
ADVANCED SERVICE & REPAIR	1/3/2012	5877	781.00
BEAR GRAPHICS	1/3/2012	5878	418.82
BRADY INDUSTRIES, INC.	1/3/2012	5879	109.00
CENTER POINT LARGE PRINT	1/3/2012	5880	109.05
CROSS STITCH GOLD	1/3/2012	5881	31.95
D&B SUPPLY	1/3/2012	5882	359.94
DART'S TRUE VALUE	1/3/2012	5883	1,472.68
DURHAM GRAVEL WORKS	1/3/2012	5916	3,050.00
FISHER SCIENTIFIC	1/3/2012	5884	417.20
GALL'S INC.	1/3/2012	5885	54.87
GRANT'S PETROLEUM	1/3/2012	5886	488.28
HANIGAN CHEVROLET	1/3/2012	5887	30.02
HARDIN SANITATION, INC.	1/3/2012	5888	615.71
HUGHES FIRE EQUIPMENT	1/3/2012	5889	25.22
IDAHO POWER, PROCESSING CENTER	1/3/2012	5890	3,345.57
IDAHO POWER, PROCESSING CENTER	1/3/2012	5915	124.00
IDAHO STATESMAN	1/3/2012	5891	235.04
IDEXX DISTRIBUTION CORP.	1/3/2012	5892	123.11
INDEPENDENT ENTERPRISE	1/3/2012	5893	44.46
INTERSTATE ELECTRIC	1/3/2012	5894	60.56
MARC CORPORATION	1/3/2012	5895	355.46
METROQUIP, INC.	1/3/2012	5896	417.69
ONTARIO BEARING & HYDRAULIC	1/3/2012	5897	16.73
OXARC	1/3/2012	5898	913.64
PAYETTE AUTO SUPPLY	1/3/2012	5899	351.28
PAYETTE COUNTY PARAMEDICS	1/3/2012	5900	100.00
PAYETTE COUNTY SHERIFF	1/3/2012	5901	1,128.00
PAYETTE PRINTING	1/3/2012	5902	143.15
R.T.'S COMMERCIAL TIRE	1/3/2012	5903	40.00
RENEWABLE CHOICE ENERGY	1/3/2012	5904	320.66
REPCO MARKETING INC	1/3/2012	5905	99.00
RESPOND FIRST AID SYSTEMS	1/3/2012	5906	151.75
RIVERSIDE INC	1/3/2012	5907	1,091.40
ROBERTSON SUPPLY	1/3/2012	5908	20.91
SWDH	1/3/2012	5917	150.00
TREASURE VALLEY PLUMBING	1/3/2012	5909	310.00
UNITED PARCEL SERVICE	1/3/2012	5910	16.85
VAL'S FLORAL	1/3/2012	5911	32.00
VICTORIA	1/3/2012	5912	30.00
VIVID INK & TONER	1/3/2012	5913	120.87
WESTERN STATES CHEMICAL	1/3/2012	5914	689.14
			198,757.05

PAYETTE PLANNING & ZONING COMMISSION
REGULAR MEETING
November 17, 2011

6:00 PM –Planning & Zoning Meeting

ROLL CALL
Members Present: Jim Franklin, Tom Ladley, Brent King, Kevin Hanigan and Larry Hogg

Members Absent: Randy Choate, Gary Youngberg
Staff Present: Mary Cordova, City Clerk and Tiffany Howell, Assistant City Clerk

APPROVAL OF MINUTES

A motion was made by Ladley and seconded by King to approve the regular meeting minutes 10-27-2011 as written.

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

COMMUNICATIONS
None Heard.

PUBLIC HEARINGS

A. An application by Raymond and Betty Wiley for a Variance to allow for 2 residential dwellings on one lot at 331 ½ River Street, Tioga Plat, Block 28. The property is zoned Industrial.

Betty Wiley – 331 ½ River Street –

Mrs. Wiley stated that when she bought the property there were 2 houses on the lot. There was a fire not too long ago and we would like to re-do the inside of the house. Commissioner Franklin stated that there are two houses on the property. Mrs. Wiley stated yes, there has been since 1971. Commissioner Hanigan asked Mrs. Wiley which house was hers. Mrs. Wiley stated that the big house in the front did not burn; the small house in the back under the tree is the one that burnt. Commissioner Ladley asked Mrs. Wiley how destroyed the house was. Mrs. Wiley stated that it was mostly smoke damage with a little heat cracking on the ceiling. Commissioner Ladley asked Mrs. Wiley if she just wants to restore the inside back to what it was. Mrs. Wiley stated yes. Commissioner Franklin asked Mrs. Wiley if she could give the Commission an estimate on how much it would cost to repair the damage. Mrs. Wiley stated no she cannot, but if Brad Walders was here he could tell you, because he works at the disaster clean up. Commissioner King asked if the use was grandfathered in. Mrs. Wiley stated that she was not sure, but it was like that when she bought it. Mrs. Wiley stated that the back house was built in 1971 and the front house was built in 1905.

Clerk Cordova stated that she just handed out the section of code relating to nonconforming uses. Since the property is zoned as industrial and the main use is residential, and it has to comply with B-Residential. The issue is 2 homes on one parcel. When that was annexed we allowed that use to continue as a nonconforming use. Clerk Cordova stated that the code states that it can be rebuilt as long as the value does not exceed 60% of the value of the structure. Clerk Cordova stated that the value of the second structure is $19,510 and 60% of that would be $11,600. Clerk Cordova stated

that after she spoke with the insurance agent herself the value they assessed it at far exceeds the $11,600. Clerk Cordova stated that the issue is its nonconforming and if it's more than 60% of the value of the structure. Clerk Cordova stated there was a fire in that back building; ideally that is what code says you have to get rid of the second home. Commissioner Ladley asked what the square footage was. Clerk Cordova stated that they have enough square footage to have a duplex but each parcel would need to have road access and all that kind of stuff and after talking with public safety if there had been a car parked in the driveway they would not have been about to get to this house. Commissioner Hanigan asked if they have to pull a building permit. Clerk Cordova stated yes. Commissioner Ladley asked if they have to bring it up to code. Clerk Cordova stated that after speaking with the insurance agent and the building inspector most of the damage is cosmetic and smoke damage, so they will not be bringing it up to code.

Betty Wiley – 331 ½ River Street-

Mrs. Wiley stated that originally her driveway was supposed to come all the way around, but Steve and Joni DeFrance bought the right of way and put a fence up, so when you get back there you are kind of stuck. Commissioner Hanigan asked if she had a dollar amount as to what she might be spending to fix the house. Mrs. Wiley stated that it was just the basics. Commissioner Hanigan asked if she has the house rented or if she was living in it. Mrs. Wiley stated that she was living there at the time, but she has the front house rented. Commissioner King stated that it doesn't take long to spend $11,000 when dealing with the disaster cleanup people.

The Public Hearing was closed at 6:14pm.

NEW BUSINESS

A. A. An application by Raymond and Betty Wiley for a Variance to allow for 2 residential dwellings on one lot at 331 ½ River Street, Tioga Plat, Block 28. The property is zoned Industrial.

Commissioner King stated that as long as they are leaving the footprint the same he does not have a problem with it. Commissioner Franklin asked about the issue with the driveway. Commissioner King stated that I think we really need to try and make this work, if you bought this property with two homes, and then all of a sudden could only have one how would you feel. Commissioner Franklin stated that he wants to make it work; he just wants to make it work safely.

A motion was made by King and seconded by Hanigan to recommend to City Council to allow the Variance permit at 331 ½ River Street provided that the footprint of the home remains the same and that it complies with the most current residential setback and that a building permit be applied for and the construction commences within one year.

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

OLD BUSINESS

A. Gas & Oil Ordinance –

A motion was made by Hanigan and seconded by King to have a joint work session with the City Council and Planning and Zoning Commission.

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

ADJOURNMENT

The meeting was adjourned by a unanimous decision at 6:35PM.

Recording Secretary
Tiffany Howell

PAYETTE PLANNING & ZONING COMMISSION
SPECIAL MEETING
November 28, 2011

6:02 PM –Planning & Zoning Meeting

ROLL CALL

Members Present: Tom Ladley, Brent King, Kevin Hanigan, Larry Hogg, Randy Choate and Gary Youngberg (late 6:02 PM)

Members Absent: Jim Franklin
Staff Present: Mary Cordova, City Clerk and Tiffany Howell, Assistant City Clerk

APPROVAL OF MINUTES

A motion was made by Hanigan and seconded by Ladley to approve the regular meeting minutes 11-17-2011 as written.

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

COMMUNICATIONS

None Heard.

PUBLIC HEARINGS

A. An application by Sabroso, Inc. for a Conditional Use Permit to allow for the sale of beer and wine on the premises at 1630 3rd Avenue South, Tax 6 in Block 1 & 9 Payette Land and Improvement. The property is zoned C-Commercial.

Monica Landaverde – 209 Boatlanding Road; Ontario, Oregon 97914

Mrs. Landaverde stated that she opened the restaurant September 15th, and she seems to lose a lot of business because people want to drink beer and I don't have it. I have holiday parties coming up and if they don't have alcohol they do not want it. We have applied through the State and County and it has been approved. Mrs. Landaverde stated that she understands this is not a normal meeting and appreciates the commission for having a meeting. Commissioner Choate asked if there was been served at the address before. Mrs. Landaverde stated yes. Mrs. Landaverde stated that her plan is to not have a bar, but to offer beverages for the people who want them.

The Public Hearing was closed at 6:05pm.

NEW BUSINESS

A. An application by Sabroso, Inc. to serve beer and wine at 1630 3rd Avenue South -

A motion was made by Hanigan and seconded by Ladley to approve the conditional use permit for Sabroso, Inc to allow for the sale of beer and wine at 1630 3rd Avenue South with the stipulation that it will be revisited upon complaints.

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

B. Request to change zoning of property located on the East side of HWY 95 between NE 21st Avenue and NE 23rd Avenue from Industrial I to Agricultural – County Planning and Zoning.

A motion was made by Ladley and seconded by King to send a positive recommendation to the Payette County Planning and Zoning Commission.

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

OLD BUSINESS

A. Gas & Oil Ordinance –

Clerk Cordova stated that she has some information that she will email to the commission regarding what other States local governments are doing to regulate gas and oil drilling. Clerk Cordova stated that it is a very useful document, and if the commission would like it to be printed out, administration can certainly do that. Just let us know because it is a lengthy document. Commissioner Hogg asked if we have access to the City of Weiser's similar ordinance. Clerk Cordova stated that the model she distributed to the commission was very similar to their model.

ADJOURNMENT

The meeting was adjourned by a unanimous decision at 6:15 PM.

Recording Secretary
Tiffany Howell

CITY OF PAYETTE, IDAHO
Resolution 2012-01

A RESOLUTION EXPRESSING APPRECIATION TO MIKE HANIGAN

WHEREAS, on November 14, 2011 Mike Hanigan, president of Hanigan Chevrolet, Inc was nominated for TIME Dealer of the Year; and,

WHEREAS, Mr. Hanigan is one of a select group of auto dealers from the country who will be honored at the 95th annual National Automobile Dealers Association Convention and Exposition in Las Vegas on February 4, 2012; and,

WHEREAS, Mr. Hanigan was chosen to represent the Idaho Automobile Dealers Association in the national competition as one of Idaho's most successful auto dealers who also demonstrate a long-standing commitment to community service; and,

WHEREAS, Hanigan Chevrolet has been a thriving business in Payette, Idaho since John T. (Jack) Hanigan purchased the franchise in 1925, and Mike Hanigan has been the owner and operator of Hanigan Chevrolet since 1989; and,

WHEREAS, during this time, Mr. Hanigan has been a strong active member of our community and surrounding region by serving on many distinguished boards such as Kiwanis, Lifeways, Holy Rosary Medical Center, Four Rivers Cultural Center and Snake River Economic Development Alliance and,

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council recognize that Mike Hanigan for his recent nomination,

BE IT FURTHER RESOLVED that in recognition of their accomplishment, the Mayor and Council commend Mr. Hanigan, and direct the City Clerk to make this Resolution a part of the permanent records of the City of Payette as a lasting symbol of their gratitude.

APPROVED and SIGNED this 3rd day of January, 2012.

CITY OF PAYETTE, IDAHO

_____
Jeffrey T. Williams, Mayor

_____ Georgia Hanigan, Councilor	_____ Lee Nelson, Councilor
_____ Jeff Sands, Councilor	_____ Ivan Mussell, Councilor
_____ Craig Jensen, Councilor	_____ Mark Heleker, Councilor

ATTEST:

_____
Mary Cordova, City Clerk

CITY OF PAYETTE, IDAHO
Resolution 2012-02

A RESOLUTION EXPRESSING APPRECIATION TO KATHERINE DODSON

WHEREAS, KATHERINE DODSON has served as a member of the City Council for the City of Payette since 2010; and,

WHEREAS, Councilor Dodson has contributed freely of her time, energies, and abilities toward the promotion, growth, and development of the City of Payette; and,

WHEREAS, during her tenure in office, in addition to serving as a member of the City Council, Councilor Dodson has served on various committees, including the Airport Commission, the Library Commission and the Admin & Finance Committee; and,

WHEREAS, the Payette City Council wishes to acknowledge the diligence and dedication with which Councilor Dodson represented the people of Payette.

NOW, THEREFORE, BE IT RESOLVED, that the Payette City Council does hereby acknowledge Katherine Dodson's years of service to her community and wishes to express the appreciation and thanks of the citizens of Payette for such service.

APPROVED and SIGNED this 3rd day of January, 2012.

CITY OF PAYETTE, IDAHO

_____
Jeff Williams, Mayor

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Georgia Hanigan, Councilor

_____
Lee Nelson, Councilor

_____
Jeff Sands, Councilor

_____
Ivan Mussell, Councilor

_____
Craig Jensen, Councilor

_____
Mark Heleker, Councilor

ATTEST:

_____
Mary Cordova, City Clerk

CITY OF PAYETTE, IDAHO
Resolution 2012-03

A RESOLUTION EXPRESSING APPRECIATION TO LES COCHRAN

WHEREAS, LES COCHRAN has served as a member of the City Council for the City of Payette since 2008; and,

WHEREAS, Councilor Cochran has contributed freely of his time, energies, and abilities toward the promotion, growth, and development of the City of Payette; and,

WHEREAS, during his tenure in office, in addition to serving as a member of the City Council, Councilor Cochran has served on various committees, including the Park & Recreation Committee and the Public Works Comittee; and,

WHEREAS, the Payette City Council wishes to acknowledge the diligence and dedication with which Councilor Cochran represented the people of Payette.

NOW, THEREFORE, BE IT RESOLVED, that the Payette City Council does hereby acknowledge Les Cochran's years of service to his community and wishes to express the appreciation and thanks of the citizens of Payette for such service.

APPROVED and SIGNED this 3rd day of January, 2012.

CITY OF PAYETTE, IDAHO

_____
Jeff Williams, Mayor

_____
Georgia Hanigan, Councilor

_____
Lee Nelson, Councilor

_____
Jeff Sands, Councilor

_____
Ivan Mussell, Councilor

_____
Craig Jensen, Councilor

_____
Mark Heleker, Councilor

ATTEST:

_____
Mary Cordova, City Clerk

ORDINANCE 1355

AN ORDINANCE OF THE CITY OF PAYETTE, IDAHO, AMENDING CHAPTER 12.18 IN TITLE 12 OF THE PAYETTE CITY CODE; CHANGING THE TITLE OF CHAPTER 12.18; CREATING FINDINGS; ADDING NEW DEFINITIONS; RENUMBERING CODE SECTIONS 12.18.040 THROUGH 12.18.190; CREATING A NEW SECTION 12.18.070 ESTABLISHES AND DEFINES THE DUTIES OF THE CITY FORESTER; PROHIBITING THE INTERFERENCE WITH THE CITY FORESTER; CREATING COMPENSATORY PAYMENTS; SETTING AN EFFECTIVE DATE; ALLOWING PUBLICATION IN SUMMARY FORM; ESTABLISHING SEVERABILITY; ESTABLISHING A REPEALER; PROVIDING A PENALTY:

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

Section 1. Chapter 12.18 in Title 12 of the Payette Municipal Code is hereby amended as follows:

Chapter 12.18
PAYETTE CITY ~~COMMUNITY FOREST~~ TREE ORDINANCE

12.18.010: SHORT TITLE:
12.18.020: DEFINITIONS:
12.18.030: FINDINGS:
12.18.040: STATEMENT OF PURPOSE:
12.18.050: APPLICABILITY:
12.18.060: CREATION AND ESTABLISHMENT OF A PAYETTE COMMUNITY FORESTRY COMMISSION:
~~12.18.060: POWERS OF SUPERINTENDENT/CITY ADMINISTRATOR:~~
12.18.070: ESTABLISHMENT AND DUTIES OF THE CITY FORESTER:
12.18.080: POWERS OF ~~SUPERINTENDENT~~CITY FORESTER/CITY ADMINISTRATOR:
12.18.090: INTERFERENCE WITH THE CITY FORESTER UNLAWFUL:
12.18.100: UNLAWFUL PRACTICES PROHIBITED FOR PUBLIC TREES:
12.18.110: PAYETTE CITY BUSINESS LICENSE REQUIRED:
12.18.120: COMPENSATORY PAYMENTS:
12.18.130: CERTIFIED ARBORIST REQUIRED:
12.18.140: REQUIRED CARE OF PRIVATE TREES:
12.18.150: RECOMMENDED CARE OF PRIVATE TREES:
12.18.160: REMOVAL OF PUBLIC TREES:
12.18.170: VIOLATION AND PENALTIES:
12.18.180: LICENSE SUSPENSION, REVOCATION AND/OR DENIAL:
12.18.190: APPEAL PROCEDURE:
12.18.200: SEVERABILITY:

12.18.010: SHORT TITLE:

This chapter shall be known and cited as the ~~*CITY OF PAYETTE COMMUNITY FOREST CHAPTER.*~~ PAYETTE CITY TREE ORDINANCE (Ord. 1177, 2000)

12.18.020: DEFINITIONS:

ADJACENT PROPERTY OWNER: Any person owning property adjacent to public right of way.

ANSI A300: The "American National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance Standard Practices". This is a document offering basic performance standards for tree pruning, published in 1995 by the American National Standards Institute (ANSI) or the same as amended from time to time.

ALTERNATE HOST PLANT: One of two (2) kinds of plants on which a pest must develop to complete its life cycle.

ARBORICULTURE: The cultivation of trees, including planting, pruning, removal or any other action that affects the growth and maintenance of trees.

CITY: The city of Payette, Idaho.

CITY ADMINISTRATOR: Payette City Clerk and/or a designee of the mayor and Payette city council.

CITY FORESTER: also referred to as Parks Superintendent or the City Forester's designee.

COMMISSION: Payette Community Forestry Commission.

COMMUNITY FOREST: The sum of all trees and shrubs within the city of Payette.

COUNCIL: The Payette City Council.

CRITICAL ROOT ZONE: The area under a tree extending from the base of a tree in all directions to an imaginary line ten feet (10') outside of the drip line or as determined at a preliminary site inspection by the ~~superintendent~~ City Forester.

HAZARD/HAZARDOUS: Any tree, public or private, with visibly defined structural defects likely to cause failure to all or part of the tree, and be a danger to public safety.

LICENSEE/APPLICANT: Any person or business performing tree care or pruning for a fee and/or compensation within the City of Payette.

NOTABLE PRIVATE TREE: A private tree that may be classified as an addition to the Payette community forest at the private owner's request.

PAYETTE COMMUNITY FORESTRY COMMISSION: As stated in Section 12.18.060.

PERSON: Any individual, firm, partnership, corporation, association, company or organization of any kind.

PEST: Any insect, disease or other organism harmful to trees.

PRIVATE TREE: Any tree (inclusive of roots within the critical root zone), within the community forest that is not a public tree.

PRUNING: The practice of cutting tree limbs according to standards contained in ANSI A300.

PUBLIC PROPERTY: Any property owned by, dedicated to, or deeded to the public or for the public's use. City parks, public rights of way and other publicly owned, controlled, leased or managed properties are included in this definition. This definition excludes any federal or state owned properties except where otherwise provided by contract or law.

PUBLIC RIGHTS OF WAY: Improved or unimproved public property owned by, dedicated to, or deeded to the public or for the public's use, for the purpose of providing vehicular, pedestrian and other public use. Such public property provides circulation and travel to abutting properties and includes, but is not limited to, streets, sidewalks, landscaping, and provisions for public utilities, cut and fill slopes, and open public space. For purposes of this Chapter, alleys are excluded from this definition.

PUBLIC SAFETY: The condition of being safe from bodily harm and/or property damage resulting from tree conditions and/or failures while using public property.

PUBLIC TREE: Any tree (inclusive of roots within the critical root zone) whose trunk is located, partly or in whole, on public property.

SHRUB: A multiple stemmed, woody plant whose height at maturity is between three feet (3') and fifteen feet (15').

SUPERINTENDENT: The superintendent of public parks ~~and recreation of~~ ~~and~~ for the City of Payette, Idaho. ~~May~~ Also ~~be~~ referred to as the Payette City Forester.

TOPPING: "Rounding" or "heading back" or any other term that can be described as severe cutting back of limbs within a tree crown to buds, stubs, or laterals not large enough to assume a terminal role or as defined in ANSI A300.

TREE: Any woody plant, which is fifteen feet (15') or more in height at maturity, with a single or multiple trunks, often unbranched for several feet above the ground and having a definite crown. (Ord. 1177, 2000)

12.18.030: FINDINGS:

Whereas the City finds trees are important elements of the environment which promote and protect public health, safety, and general welfare of the community by providing:

A. A vital contribution to the aesthetic character of the community and the region's natural beauty.

B. Cost-effective protection against severe weather conditions with cooling effect in the summer months and insulating effect in winter.

C. Economic support of local property values.

D. Improved air and water quality with the absorption of pollutants, assimilation of carbon dioxide and generation of oxygen, and the reduction of excessive noise and adverse impacts caused by noise pollution.

E. A reduction of the adverse impacts of land disturbing activities such as runoff from impervious surfaces, soil erosion, land instability, and sedimentation pollution.

F. Habitat, cover, food supply and corridors for a diversity of wildlife.

12.18.040: STATEMENT OF PURPOSE:

~~The purpose of this chapter shall be to encourage the preservation, expansion, protection and proper maintenance of the Payette community forest. It is intended that the "Payette Tree Standards Manual" developed by the Payette community forestry commission be used as a guide for best management practices in tree planting, care and maintenance~~. (Ord. 1177, 2000)
This Chapter established regulations and standards necessary to ensure that the City continues to realize the benefits provided by the Community Forest. It is not intended to resolve or regulate disputes over trees on private property that do not affect general public safety. This ordinance is enacted to:

A. Promote the general welfare of the City by establishing and maintaining the maximum amount of canopy coverage provided by trees for their functions as identified in 12.18.030.

B. Preserve and enhance the City's environmental, economic and social character with mature trees.

C. Protect public safety, health and welfare.

D. Encourage site and utility planning, building and development practices to prevent indiscriminate removal or destruction of trees and avoid unnecessary disturbance to trees within the City and its Area of Impact.

E. Maintain trees in a healthy, non-hazardous condition through application of tree care standards contained in ANSI A300.

F. Establish and maintain appropriate species diversity and age classes in order to provide a stable and sustainable community forest.

G. Establish a process by which trees are to be planted, pruned and removed

H. Implement the goals and objectives of the City's Comprehensive Plan.

12.18.050: APPLICABILITY:

This chapter shall apply to any public tree within the city and to those trees on private property that violate the provisions of this chapter. The Payette Community Forestry Commission can add private trees that are notable and/or special to the inventory of the community forest at the request of the private property owner. Payette City will not incur any liability and/or expense in the maintenance of these notable and/or special trees. Private trees must be maintained according to this chapter to remain on the inventory of the Payette community forest. (Ord. 1177, 2000)

12.18.060: CREATION AND ESTABLISHMENT OF A PAYETTE COMMUNITY FORESTRY COMMISSION:

A. Commission Composition: A commission of five (5) members who will receive no salary shall be appointed by the mayor with the approval of the city council to serve three (3) year appointments with staggered terms. A city council member may be appointed to serve as a nonvoting council liaison. The city administrator or designee shall serve as an advisor to the commission.

B. Commission Operation: At their first meeting, and at the first meeting of each fiscal year, the commission shall elect a chair, vice chair, and secretary from within its membership, shall hold regular public meetings as required by the chair, and shall cause the secretary to maintain a written record of its deliberations and proceedings.

C. Commission Responsibility: The Payette Community Forestry Commission shall:

1. Be advisory in nature with the purpose of providing advice to the mayor, ~~and~~ city council and City Forester as to the preservation, protection and management of the Payette community forest, in accordance with the intents and purposes of this chapter.

2. Organize, conduct and periodically maintain an inventory of trees and plantable areas on the city rights of way, city parks, other public and School District No. 371-J properties. Notable private trees may be added to this inventory at the request of the private property owner.

3. Prepare a management plan designed to maintain and improve the existing community forest and develop long term goals for the community forest. The Payette Community Forestry Commission shall present and recommend a proposed community forest program to the mayor and city council for approval. All provisions of the management plan pertaining to other public properties and School District No. 371-J shall only be advisory.

4. Draft ordinances and policies for the protection of the community forest to be recommended to the mayor and city council. These policies may also be recommended to other public entities, i.e., Payette County and School District 371-J.

5. The commission will hear appeals from the licensee and/or certification applicants who are aggrieved of some action or omission taking place pursuant to the license/certification procedures of this chapter.

6. The commission will hear appeals from applicants and/or licensees who are aggrieved by the granting or denial of a permit required by this chapter.

7. The commission will develop the "Payette Tree Standards Manual"; implement educational materials and programs addressing community forestry issues.

D. Coordination and Communication: The commission will coordinate its activities regarding public trees by communicating with the ~~superintendent of parks and recreation~~ City Forester by liaison through the Payette city council.

E. Funding: The commission shall recommend an annual budget to the mayor and city council. The commission is authorized to seek outside funding for commission projects as may be approved by the city council in accordance with budgetary procedures. (Ord. 1177, 2000)

12.18.070: ESTABLISHMENT AND DUTIES OF THE CITY FORESTER:

Administrative/Management Duties:

A. Develop, administer and maintain a Community Forestry Management Plan.

B. Administer a program of public outreach and education relating to Community Forestry and the planting and care of trees.

C. Maintain a licensing program as set forth in 12.18.110.

D. Establish and maintain an inventory of all public trees.

E. Maintain a Community Forestry budget to be contained within, but as a separate division of the budget of the Payette Parks Department. The City may expend funds to plant, maintain or remove trees in accordance with the provisions of this Chapter.

F. To facilitate the proper selection, planting and maintenance of trees in residential, commercial and industrial developments within City limits and the Area of Impact. The City Forester shall review and provide comment in development applications when such applications are submitted to the City Planning and Zoning Commission.

G. Establish polices to carry out the provisions of this Chapter.

H. Annually provide public notification of the requirements of this Chapter.

I. Tree Planting Duties:

1. Order the pruning and removal of public trees to ensure public health, safety and welfare while considering the health of the tree and other elements of the infrastructure.
2. Recommend trees as public nuisances as defined in 12.18.170. Abatement of public nuisances shall be completed as identified in 12.18.070.

J. Tree Removal Duties: To avoid creating public nuisances or damaging public tress, the City Forester is authorized to require their protection (including the critical root zone) from construction or other harmful practices.

12.18.080: POWERS OF ~~SUPERINTENDENT~~ CITY FORESTER/CITY ADMINISTRATOR:

The ~~superintendent of parks and recreation~~ City Forester and/or city administrator shall provide support staff for the activities of the Payette Community Forestry Commission as schedules allow. The ~~superintendent~~ City Forester and/or city administrator are authorized to carry out the tree related responsibilities set forth in this chapter, including enforcement responsibility. In doing so, the ~~superintendent~~ City Forester and/or city administrator are authorized to appoint or designate others to carry out his/her responsibilities. (Ord. 1177, 2000)

12.18.090: INTERFERENCE WITH THE CITY FORESTER UNLAWFUL:

It shall be unlawful and shall be a misdemeanor to interfere with the City Forester, any Payette City Police Officer, or Payette City Code Enforcement Officer in the performance of their duties connected with the enforcement of this Chapter.

12.18.100: UNLAWFUL PRACTICES PROHIBITED FOR PUBLIC TREES:

Public trees constitute an asset that belongs to every community resident. Public trees include all trees, which grow on city owned, or city managed lands within the corporate limits of the city of Payette. Pursuant to this chapter, it is hereby deeded unlawful and shall constitute a violation of this chapter, punishable by misdemeanor criminal penalty or by appropriate civil remedy to do any of the following to a public tree:

A. "Top" or "head back" a tree by the improper pruning or severe cutting back of limbs within a tree's crown or the removal of the top portion of the trunk of a coniferous tree.

B. To cut down, destroy or materially damage any public tree without the express authorization by the ~~superintendent of parks and recreation~~ City Forester.

C. Attach devices or structures (i.e., tree houses or signs) to, on, or within trees on public property.

D. Dispose of or apply substances which are toxic to trees, within the proximity of the critical root zone of trees on public property, whether such disposal or application is on public or private property.

E. Damage public trees through construction operations involving compaction of, excavation of, filling of, or tilling of soils within the critical root zone of trees on public property, whether such activities are on public or private property.

F. Damage a tree on public property by significantly pruning or disturbing the critical root zone whether such disturbance takes place on public or private property.

G. Vandalize or otherwise harm a public tree by defacing or injuring the bark, limbs, roots or trunk by cutting, burning, chopping, applying substances or other means of inducing harm to the shape or vitality of the tree.

H. Remove or break cultural devices such as bracing, cabling, guying, implant capsules, irrigation, stakes or protective devices for trees on public property.

I. Fail to immediately clean debris from public or private tree maintenance and/or removal so that travel will not be impeded on sidewalks or streets. Cleanup of all debris from tree maintenance and/or removal shall be completed within seventy two (72) hours of completed trimming and/or removal work. The ~~superintendent~~ City Forester and/or the department of public safety may require a ~~timelier~~ timelier cleanup.

J. Plant a tree species with unacceptable tree height or rooting system (based on the "Manual Of Woody Landscape Plants" [Dirr, 1990] published by Stipes Publishing or Street "Tree Fact Sheets" [1993] published by Pennsylvania State University College of Agricultural Sciences), under a utility line, within a utility easement, or in sidewalk planting strips or other parts of the public right of way. The following trees are expressly prohibited for use as street trees within public street rights of way or where they are within the zone of influence of adjacent public sidewalks (unless in accordance with a landscape design approved by the ~~superintendent of parks and recreation~~ City Forester and by the Community Forestry Commission):

1. Acer saccharum - silver maple.

2. Betula paperifera - paperbark birch.

3. Betula pendula - European white birch.

4. Fraxinus excelsior - European ash.

5. Ginkgo biloba - ginkgo (female tree).

6. Gledistia tricanthos - thorned honey locust.

7. Juglans nigra - black walnut.

8. Populus species - poplars, aspen, cottonwood, etc.

9. Robinia pseudoacacia - black locust.

10. Salix species - willow species.

11. Ulmus species - elm species.

~~12. Coniferous species - firs, pines, or cedar.~~

K. Plant trees under the following conditions or in the following circumstances (unless in accordance with a landscape design approved by the ~~superintendent of parks and recreation~~ City Forester):

1. Within four feet (4') of any building or structure.

2. Within ten feet (10') of any fire hydrants or utility poles.

3. Within two feet (2') of an existing curb or sidewalk.

4. Within ten feet (10') of a public sanitary sewer or waterline.

5. Within four feet (4') of a meter vault box.

6. Within twenty feet (20') of a stop or yield sign.

7. Within four feet (4') of a residential driveway.

8. Within six feet (6') of a commercial driveway.

9. Within ten feet (10') of an alleyway access.

10. Within twenty feet (20') of a streetlight standard.

L. Plant a tree within the "sight vision triangle" of controlled or uncontrolled intersections. The "vision triangle" is defined as the triangular area formed by intersecting streets and roads protected from vision obstruction by provisions of Idaho Code and this code.

M. Not to replace a public tree, which was removed unless otherwise authorized by the ~~superintendent of parks and recreation~~ City Forester.

N. Plant a public tree that is smaller than one and one-half inch ($1^1/_2$") caliper for class I trees and two and one-half inch ($2^1/_2$") caliper for class II and class III trees. Class I trees are fifteen (15) to thirty feet (30') in ultimate height and spread. Class II trees are thirty (30) to sixty feet (60') in ultimate height and width. Class III trees are greater than sixty feet (60') in ultimate height. Ultimate height is to be determined by reference to the "Manual Of Woody Landscape Plants" (Dirr, 1990) a copy of which is maintained in the Payette City Hall.

O. Plant trees within sidewalks without providing tree wells with a minimum four foot by four foot (4' x 4') (16 square foot) opening or plant trees in the right of way without providing protection of the tree base, such as edging, mulch or arbor guards.

P. Plant trees on public property which do not meet the minimum acceptable standards as established by the American Association of Nurserymen for stock true to name and type, which are bare rooted, damaged, diseased or disfigured, which are not hardy for the Payette area or without removing all non-biodegradable wrapping around the root ball including twine, wire, baskets, rope, treated or synthetic burlap. (Ord. 1177, 2000)

Q. Planting, Removal & Defacing:

1. Attach any object to public tree(s).

2. Dig, trench, excavate or pile soil or any other materials within the critical root zone of any public tree(s).

3. Approval from the City Forester must be made prior to pruning or removal of any public tree on private property, application for permit must be made by the property owner or private tree firm currently licensed in B of this Section.

12.18.110: PAYETTE CITY BUSINESS LICENSE REQUIRED:

A. A Payette city business license is required for any person or business performing tree care or pruning for a fee and/or compensation within the Payette city limits. The Payette business license is to be renewed annually.

B. The licensee/applicant at the time of issuance and/or renewal of such business license shall furnish to the city:

1. Evidence of public liability insurance with limits no less than five hundred thousand dollars ($500,000.00) combined single limits for business and vehicular operation.

2. Evidence of workman's compensation insurance.

3. Evidence to satisfy section12.18.140 of this chapter. (Ord. 1177, 2000)

12.18.120: COMPENSATORY PAYMENTS:

In the event any person removes, destroys or damages any public tree except as otherwise required by law, that person shall be required to replace such tree with a tree(s) of equivalent dollar value on public property, unless otherwise determined by the City Forester. The value of tree shall be determined by the City Forester in accordance with accepted plant appraisal methods as set forth in the most recent edition of The Guide for Plant Appraisal, published by the International Society of Arboriculture or the same as amended from time to time. If no suitable location exists in the vicinity of the tree removed or if the replacement tree(s) is of lesser value, the person causing the tree to be removed shall make a compensatory payment to the City of Payette equal to the difference in value between the tree removed and any replacement tree(s). Any public tree that is determined by the City Forester to be damaged, but not sufficiently to justify its removal, shall be considered to be devalued. The amount of devaluation shall be paid to the City by the person causing the damage. Compensatory payments shall be paid into a fund established for that purpose and restricted to use for community forestry program. Nothing in this ordinance shall prohibit the City of Payette from negotiating agreements with other governmental entities regarding penalties and compensatory payment for removal, damage or destruction of public trees.

12.18.130: CERTIFIED ARBORIST REQUIRED:

A. When the pruning of trees on public property is undertaken by utilities and/or professional tree care operators (including any person or business performing tree care or pruning for a fee and/or compensation), such work shall be done under the supervision of a person qualified as either a certified arborist by the International Society of Arboriculture; certification, by NAA (National Arborist's Association); or, an equivalent certification approved by the Payette Community Forestry Commission. Compliance with these standards shall require that the certified arborist visit the site of the work to prescribe the pruning to be done and to actively monitor the pruning operation.

B. This requirement shall not prohibit an adjoining home or business owner from carrying out minor pruning on public trees immediately adjoining his/her property as long as such minor pruning does not alter the essential shape of the tree or does not violate any of the specific prohibitions established by this chapter. (Ord. 1177, 2000)

12.18.140: REQUIRED CARE OF PRIVATE TREES:

Each landowner with private trees on his/her land is hereby legally responsible to carry out the following duties concerning said trees:

A. Maintain trees and shrubs on private lands so they will not endanger the public or become hazardous to public right of way, public utilities or other public property.

B. Control injurious pests by removing debris or trees harboring insects or disease from their private real property or by using other legally approved methods to eradicate tree borne insects or disease.

C. The Community Forestry Committee is authorized to take such steps as ~~(s) he may deem~~ necessary to protect the community forest from actions or inaction regarding trees on private lands. Retention or neglect of a tree on private lands which harbors insects or diseases which endangers the health or vitality of the Payette community forest shall be deemed a violation of this chapter which shall be subject to the remedies and penalties otherwise set forth herein. (Ord. 1177, 2000)

12.18.150: RECOMMENDED CARE OF PRIVATE TREES:

A. Persons or businesses licensed by the city and recognized as Certified Arborists should do maintenance on private trees.

B. Private property owners may adopt section 12.18.100 of this chapter for the maintenance of private trees.

C. Private property owners should report any violations or omissions by licensed professionals concerning the maintenance of private trees to the community forestry commission.

D. Nothing contained within this chapter shall prohibit a property owner from trimming, topping, cutting, maintaining or pruning any tree located upon that person's property.

E. Nothing contained within this chapter shall be construed as requiring the city to maintain trees which are on private property, or which are located on privately owned property but which are within a street, alley, highway or public utility right of way or which have not been the responsibility of the city prior to the passage of this chapter. (Ord. 1177, 2000)

12.18.160: REMOVAL OF PUBLIC TREES:

A. Trees on public lands shall not be removed by private individuals without the prior written authorization of the Payette Community Forestry Commission. The following criteria will be considered:

1. Whether the tree is sufficiently diseased or is an alternate host of an injurious disease.

2. Whether the tree is harboring injurious insects or pathogens and may cause significant potential danger to the Payette community forest.

3. The tree is dead or nearly dead and/or constitutes a public safety hazard.

4. The tree interferes with overhead utility lines and creates an irresolvable public safety hazard.

5. Any other criteria deemed to be in the public interest, such as, but not limited to, the destruction of sidewalks.

6. The Payette Forestry Commission issues a declaration of public nuisance.

B. Replacement of a public tree shall be required when removal of a public tree occurs without authorization from the Payette Community Forestry Commission unless replacement would be contrary to the public interest. Said obligation of replacement shall be additional to other sanctions required by this chapter. Replacement may be required at a location different from the place of removal. (Ord. 1177, 2000)

12.18.170: VIOLATION AND PENALTIES:

A. Any person who violates any provision of this chapter shall be deemed guilty of a misdemeanor and may be punished by a fine ~~of not more than three hundred dollars ($300.00) or imprisonment of not more than six (6) months in jail or by both a fine and imprisonment~~. and/or imprisonment up to but not exceeding the maximum penalties set forth in Idaho Code section 50-302, as amended. Each violation, including the removal of each public tree, may be considered a separate violation. Should any person be found guilty in a court of competent jurisdiction or otherwise plead guilty to an alleged violation hereof, the court may order restitution if the Payette community forest is diminished or harmed as a consequence of such violation. Restitution recommendations shall not exceed the replacement or appraisal value formulas for said damaged or eliminated tree(s) established by the "Guide For Plant Appraisal", written by the council of tree and landscape appraisers, published by the International Society of Arboriculture. The community forestry commission shall recommend such restitution amount to the prosecutor, utilizing said value formulas.

B. The city may undertake civil legal action in a court of competent jurisdiction to seek to enjoin conduct which violates the provisions of this chapter, or to recover the reasonable costs of actions deemed necessary to bring about compliance herewith. Said actions may also seek restitution for damages and costs incurred to remedy the consequences of violation. (Ord. 1177, 2000)

12.18.180: LICENSE SUSPENSION, REVOCATION AND/OR DENIAL:

A. Upon recommendation of the Payette Community Forestry Commission the city administrator may suspend or revoke any license when the licensee commits one or more certain acts or omissions. These acts or omissions shall include, but are not limited to:

1. Violation of any provision of the Payette ~~community forest~~ City Tree Ordinance.

2. Knowingly combining or conspiring with another person by permitting one's license or certification to be used by such other person, unless employed by the licensee.

3. Acting as an agent, partner, and associate or in any other capacity with another person in an attempt to evade the provisions of this chapter.

4. Denial of a license or certification by noncompliance of sections 12.18.100 and 12.18.110 of this chapter.

5. A complaint filed by a private tree owner and verified by the Community Forestry Commission.

B. The licensee/applicant shall be notified in writing that the license has been suspended, revoked or denied. This notice shall be by registered mail or personal service within seven (7) days after the city administrator's action. The written notice shall specify the reasons for the action and inform the licensee/applicant of his or her right to appeal the decision of the city administrator to the city council. (Ord. 1177, 2000)

12.18.190: APPEAL PROCEDURE:

When a license is suspended, revoked or denied, the appeal procedure shall be as follows:

A. Upon receipt of such notice, the licensee/applicant may request an appeal hearing. The request shall be in writing and submitted to the administrator within fourteen (14) days from the date of mailing or personal service of the administrator's decision.

B. Upon receipt of a request for hearing by the licensee/applicant, the administrator shall arrange a time, date and place for the hearing within thirty (30) days before the city council and shall notify the licensee/applicant no less than fourteen (14) days prior to the date of the hearing. The notice shall state that counsel may represent the licensee/ applicant and that the hearing will be a public meeting.

C. The chair or designee of the Payette Community Forestry Commission shall present the reasons for recommending the action taken. The licensee/applicant may be in attendance and/or may be represented by counsel. The evidence presented by either party may consist of relevant physical evidence and testimony. The city council shall take the matter under advisement and shall notify the licensee/applicant within fourteen (14) days from the date of the hearing, of its findings. (Ord. 1177, 2000)

12.18.200: SEVERABILITY:

The provision of this Chapter shall be deemed severable and findings by a court of law that a provision of this Chapter is unlawful shall have no effect on the remaining provisions.

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

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

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

Section 5. If any portion of this Ordinance should be found to be unconstitutional or unenforceable for any reason, the remainder of the Ordinance shall be applied to effectuate the purposes of this Ordinance.

Section 6. Any violation of this ordinance shall be a general misdemeanor punishable in accordance with the general misdemeanor statutes of the state of Idaho.

PASSED and APPROVED by the Mayor and City Council of the City of Payette, Idaho this _____ day of _____, 2012.

CITY OF PAYETTE, IDAHO

by_____

Jeffrey T. Williams, Mayor

ATTEST:

_____

Mary Cordova, City Clerk

PAYETTE MUNICIPAL AIRPORT
GROUND LEASE AGREEMENT

Paul Hart

This Lease Agreement is made and signed this _____day of _____, 2011 by and between the City of Payette, "Landlord" and Paul Hart ("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 2810 Airport Road #E-05, Payette, Idaho (the "Leased Premises").

2. **Grant of Leasehold.** Landlord hereby grants a leasehold interest to Tenant and Tenant herby agrees to accept the grant of the leasehold interest and herby 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 October 20, 2011 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. $0.11 annually per square foot of land within the Leased Premises, and it is agreed that there are 2,500 square feet of space within the Leased Premises.
    b. Accordingly, the rent during the primary term of this Lease is $275.00 annually, which shall be paid in one annual payment by January 1 each year. The rent shall be adjusted annually in accordance with paragraph 4c below.
    c. Annual CPI Adjustments. The rent to be paid during the term of this Lease shall be adjusted annually as follows: on January 1 of each year the rent payable by Tenant for the new year shall be increased by adding an amount determined by the US Department of Labor, Bureau of Labor and Statistics Data, Consumer Price index, and shall be adjusted to reflect changes in that index.
    d. The cash rent shall be due and payable without the necessity of any notice being given by the landlord to the Tenant, and if any payment of cash rent is late by more than 5 days the Tenant shall pay an additional $25.00 late fee.

5. **Construction of Improvements.** Tenant shall cause to have erected and/or constructed to or on the Leased Premises the improvements described on the attached Exhibit B (the "Improvements"). The term "Improvements" also includes any structures, fixtures, additions, aprons, parking areas, taxiways/taxi lanes, landscape or any other building or site improvement located on the Leased Premises, including, without limitation, any alterations or improvements made pursuant to paragraph 13 below. Construction of the Improvements shall be commenced within six (6) calendar months of the date of this

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

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

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

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

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

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

e. ***Closure of Airport***

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

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

ordinances and regulations of the City of Payette. Tenant agrees to accept any building on the Leased Premises in its present condition, as is, except as otherwise noted herein and agrees to accept all risk with regard to its right to use the premises. Tenant shall not store materials or supplies outside any of the Improvements without first obtaining the written consent of Landlord. Tenant shall comply with all rules and regulations concerning environmental laws and hazardous waste and agrees to indemnify and hold Landlord harmless from all claims for liability, including attorney's fees, premised on Tenant's failure to comply with such laws, rules and regulations. All activities conducted on the Leased Premises, or any other activities conducted by Tenant on or about the Airport, shall conform with 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 its 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 withheldIf 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 any one who owns at least thirty percent (30%) of Tenant's entity. In the event of a proposed sale, the proposed buyer may request the Landlord to consider an extension of the Term of this Lease.

26. ***Defaults and Remedies***.
a. Tenant shall be in default of this Lease if at any time after commencement of the Lease term:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Landlord shall be delivered or mailed to:

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

and notice to Tenant shall be delivered or mailed to:

Paul Hart
5091 Hwy 201
Ontario, OR 97914

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

By:_____
Its: MAYOR

TENANT:

By: Paul Hart
Its:_____

ATTEST:

Mary Cordova, CMC
City Clerk

ACKNOWLEDGMENT

State of Idaho
County of Payette

On this 27th day of December, 2011 before me Rebecca A Lynch, a notary public in and for said State, personally appeared Paul Hart known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Rebecca A Lynch
Notary Public
Residing at: Payett County, IDAHO
Commission Expires December 17, 2016

REBECCA A. LYNCH NOTARY PUBLIC STATE OF IDAHO

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

On this _____ day of _____, 2011, 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: _____, 2011.

EXHIBIT A
SITE PLAN AND LEASE BOUNDARY

BOUNDARY DESCRIPTION
LEASE AGREEMENT – 2810 Airport Road E-05

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 S60°53'35"E 846.23 feet, to the **POINT OF BEGINNING**;

thence S89°14'39"E 50.00 feet;

thence S00°45'21"W 150.00 feet;

thence N89°14'39"W 50.00 feet;

thence N00°45'21"E 150.00 feet, to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM the South 50'.

Containing 2,500 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.

PAYETTE MUNICIPAL AIRPORT
GROUND LEASE AGREEMENT

Monty Stimmel

This Lease Agreement is made and signed this _____day of _____, 2011 by and between the City of Payette, "Landlord" and Monty Stimmel ("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 2810 Airport Road #E-03, Payette, Idaho (the "Leased Premises").

2. **Grant of Leasehold.** Landlord hereby grants a leasehold interest to Tenant and Tenant herby agrees to accept the grant of the leasehold interest and herby 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 October 20, 2011 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. $0.11 annually per square foot of land within the Leased Premises, and it is agreed that there are 2,500 square feet of space within the Leased Premises.
    b. Accordingly, the rent during the primary term of this Lease is $275.00 annually, which shall be paid in one annual payment by January 1 each year. The rent shall be adjusted annually in accordance with paragraph 4c below.
    c. Annual CPI Adjustments. The rent to be paid during the term of this Lease shall be adjusted annually as follows: on January 1 of each year the rent payable by Tenant for the new year shall be increased by adding an amount determined by the US Department of Labor, Bureau of Labor and Statistics Data, Consumer Price index, and shall be adjusted to reflect changes in that index.
    d. The cash rent shall be due and payable without the necessity of any notice being given by the landlord to the Tenant, and if any payment of cash rent is late by more than 5 days the Tenant shall pay an additional $25.00 late fee.

5. **Construction of Improvements.** Tenant shall cause to have erected and/or constructed to or on the Leased Premises the improvements described on the attached Exhibit B (the "Improvements"). The term "Improvements" also includes any structures, fixtures, additions, aprons, parking areas, taxiways/taxi lanes, landscape or any other building or site improvement located on the Leased Premises, including, without limitation, any alterations or improvements made pursuant to paragraph 13 below. Construction of the Improvements shall be commenced within six (6) calendar months of the date of this

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

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

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

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

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

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

e. ***Closure of Airport***

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

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

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

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:

Monty Stimmel
1109 North Country Club Dr. #39
Deer Park, WA 99006

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: Monty C Stimmel
Its: SELF

ATTEST:

Mary Cordova, CMC
City Clerk

ACKNOWLEDGMENT

State of ~~Idaho~~ Arizona
County of ~~Payette~~ PINAL

On this 13 day of December, 2011 before me Beverly Jean Topper a notary public in and for said State, personally appeared Monty Stimmel known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

_____
Notary Public
Residing at: PINAL COUNTY
Commission Expires August 15, 2015

Beverly Jean Topper
Notary Public - Arizona
Pinal County
My Commission Expires
August 15, 2015

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

On this _____ day of _____, 2011, 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.

Monty C Stumpf

Date: 12-13-11, 2011.

EXHIBIT A
SITE PLAN AND LEASE BOUNDARY

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 withheldIf 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 any one who owns at least thirty percent (30%) of Tenant's entity. In the event of a proposed sale, the proposed buyer may request the Landlord to consider an extension of the Term of this Lease.

26. ***Defaults and Remedies***.
a. Tenant shall be in default of this Lease if at any time after commencement of the Lease term:

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

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

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

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

BOUNDARY DESCRIPTION
LEASE AGREEMENT – 2810 Airport Road E-03

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 S60°53'35"E 846.23 feet, to the **POINT OF BEGINNING**;

thence S89°14'39"E 50.00 feet;

thence S00°45'21"W 150.00 feet;

thence N89°14'39"W 50.00 feet;

thence N00°45'21"E 150.00 feet, to the **POINT OF BEGINNING.**

EXCEPTING THEREFROM the North 50' & the South 50'.

Containing 2,500 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.

ITD 0400 (Rev.1-08)

Change Order

See Contract Administration Manual Section 104.03

Key No.	Project No.	Contract No.
09984	A009(984)	7587

Authority No.	Location
T063770	STC-8853, Iowa Ave; Center Ave to 7th Ave N, Payette

Contractor's Name	Change Order No.	Date of Contractor Authorization
WF Construction & Sales, LLC	08	November 17, 2011

You are ordered to perform the following described work in accordance with the Standard Specifications and Special Provisions governing the above contract or as herein amended. The cost to perform this work includes all labor, equipment, materials, overhead, and all other incidental costs associated with completing the work.

Description of Work

CHANGE IN PLANS

1. Description: This change order establishes items to install debris racks on the pipe inlets per the right-of-way agreements at station 122+67.72 Rt. and at station 120+93.71 Rt.

2. Materials Requirements: Per the attached details for Trash Racks and Steel End Sections that have been modified on 11-11-11.

3. Construction Requirements: Per the attached details for Trash Racks and Steel End Sections that have been modified on 11-11-11.

4. Method of Measurement: For Trash Rack items will be paid for per each, complete in place.

5. Basis of Payment: Payment for accepted work will be made as follows:

ESTIMATE OF EXTRA WORK AT AGREED PRICES

C08 TRASH18	18" TRASH RACK	1.00	EA	@	$720.00 /FT =	$720.00
C08 TRASH30	30" TRASH RACK	1.00	EA	@	$870.00 /FT =	$870.00
C08 PRIME	PRIME OH & PROFIT	1.00	CA	@	$159.00 /CA=	$159.00
					Total Estimated Increase	$1,749.00
					Net Estimated Increase	**$1,749.00**

6. Contract Time Accounting - No change in contract time is provided under this Change Order.

ITD 0400 (Rev.1-08)

Change Order

Key No.	Project No.	Contract No.
09984	A009(984)	7587

Authority No.	Location
T063770	STC-8853, Iowa Ave; Center Ave to 7th Ave N, Payette

Contractor's Name	Change Order No.	Date of Contractor Authorization
WF Construction & Sales, LLC	08	November 17, 2011

By reason of this change, contract time will be adjusted by:

0 ☒ Working Days ☐ Calendar Days

We agree that if this Change Order is approved, we will perform the work detailed above and be compensated the prices shown.

Contractor's Signature	Date
	12-29-11

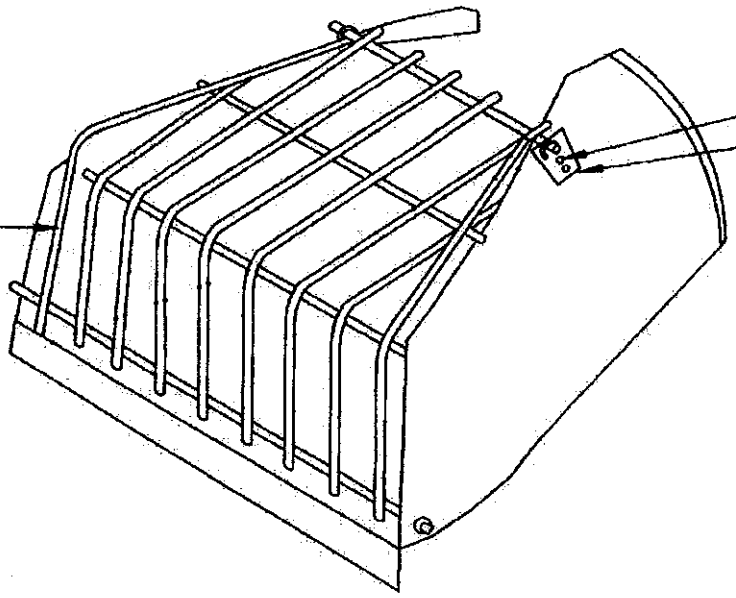
City, County, or Highway District Agency's Name	
City of Payette	
Authorized Representative's Signature	
Title	Date

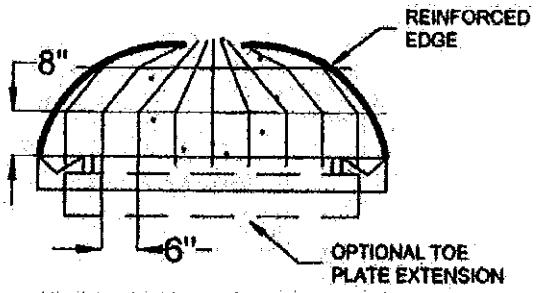
Approved for State of Idaho

Authorized Representative's Signature

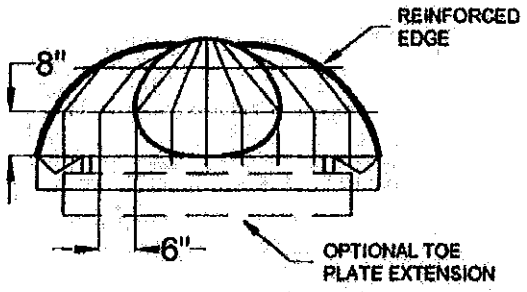
Digitally signed by Todd Bartolome
DN: cn=Todd Bartolome, o=LHTAC, ou=Construction, email=tbartolome@lhtac.org, c=US
Date: 2011.12.28 12:28:47 -07'00'

Title	Date
LHTAC Resident Engineer	12/28/2011





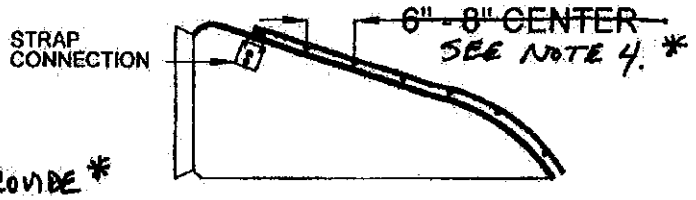
ROUND PIPE ELEVATION



PIPE ARCH ELEVATION

NOTES:
1. TRASH RACK BARS TO BE BLACK STEEL.
2. PAINT WITH HIGH ZINC COATING AFTER FABRICATION.
3. PLANT FIT TRASH RACK CONFIGURATION
4. 6" MAX OPENING *

OPTIONAL:
1. BOLT THROUGH BOTTOM SECTION WITH NUT PROVIDE *
~~2. CAT OPEN ON BOTTOM FOR "RINGS" EFFECT.~~
~~3. LAST CROSS BAR MAY BE THROUGH BOTTOM SECTION UPON REQUEST.~~



CROSS SECTION
(TYPICAL)

CONTECH®
CONSTRUCTION PRODUCTS INC.

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TRASH RACKS
FOR STEEL END SECTIONS

* NOTES BY M. NEUKOM PER PROPERTY OWNER REQUEST. 11/11/11

ITD 0400 (Rev.1-08)

Change Order

See Contract Administration Manual Section 104.03

Key No.	Project No.	Contract No.
09984	A009(984)	7587

Authority No.	Location
T063770	STC-8853, Iowa Ave; Center Ave to 7th Ave N, Payette

Contractor's Name	Change Order No.	Date of Contractor Authorization
WF Construction & Sales, LLC	09	November 2, 2011

You are ordered to perform the following described work in accordance with the Standard Specifications and Special Provisions governing the above contract or as herein amended. The cost to perform this work includes all labor, equipment, materials, overhead, and all other incidental costs associated with completing the work.

Description of Work

CHANGE IN PLANS

1. Description: This change order provides a $125.00 credit per inlet structure for the change in hood (back) and frame material from ductile iron to gray cast iron.

2. Materials Requirements: Material components for each inlet structure shall be as follows:
   EJIW MODEL 7030 GRATE material shall be ductile iron per ASTM A536.
   EJIW MODEL 7030 HOOD (BACK) material shall be gray cast iron per ASTM A48.
   EJIW MODEL 7030 2X3 CURB INLET FRAME material shall be gray cast iron per ASTM A48.
   EJIW MODEL 5850-24 BASE material shall be ductile iron per ASTM A536.

3. Construction Requirements: Installation is to be per the manufacturer's specifications and item S901-05G.

4. Method of Measurement: No Change.

5. Basis of Payment: Payment for accepted work will be made as follows:

ESTIMATED DECREASE IN CONTRACT ITEMS AT CONTRACT PRICES

S901-05G	SP 24" PVC CURB INLET	3.00	EA	@	$3,425.00 /EA =	($10,275.00)
	Total Estimated Decrease					($10,275.00)

ESTIMATED INCREASE IN CONTRACT ITEMS AT AGREED PRICES

C09 S901-05G	SP 24" PVC CURB INLET	3.00	EA	@	$3,300.00 /EA =	$9,900.00
	Total Estimated Increase					$9,900.00
	Net Estimated Decrease					($375.00)

6. Contract Time Accounting - No change in contract time is provided under this Change Order.

ITD 0400 (Rev.1-08)

Change Order

Key No.	Project No.	Contract No.
09984	A009(984)	7587

Authority No.	Location
T063770	STC-8853, Iowa Ave; Center Ave to 7th Ave N, Payette

Contractor's Name	Change Order No.	Date of Contractor Authorization
WF Construction & Sales, LLC	09	November 2, 2011

By reason of this change, contract time will be adjusted by:

0 ☒ Working Days ☐ Calendar Days

We agree that if this Change Order is approved, we will perform the work detailed above and be compensated the prices shown.

Contractor's Signature	Date
	12-29-11

City, County, or Highway District Agency's Name	
City of Payette	
Authorized Representative's Signature	
Title	Date

Approved for State of Idaho

Authorized Representative's Signature

Digitally signed by Todd Bartolome
DN: cn=Todd Bartolome, o=LHTAC, ou=Construction, email=tbartolome@lhtac.org, c=US
Date: 2011.12.28 15:16:55 -07'00'

Title	Date
LHTAC Resident Engineer	12/23/2011

CITY OF PAYETTE, IDAHO

ORDINANCE NO. 1356

AN ORDINANCE OF THE CITY OF PAYETTE, IDAHO, ADOPTING A NEW CHAPTER 16.26 OF THE PAYETTE MUNICIPAL CODE ESTABLISHING SHORT PLAT PROCEDURES; SETS OUT THE SHORT PLAT APPLICATION; REQUIRES THE SUBMISSION OF A SHORT PLAT APPLICATION; SETS OUT THE REQUIRED INFORMATION; SETS OUT TIME LIMITATIONS; SETS OUT REQUIRED FINDINGS; ALLOWS FOR SUBMISSION TO THE CITY ENGINEER; PROVIDING FOR A SEVERABILITY CLAUSE; ESTABLISHING A REPEALER CLAUSE; ESTABLISHING A PENALTY; ALLOWING FOR PUBLICATION IN SUMMARY FORM; PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Section 1. Findings of the City Council:

WHEREAS, The City Council deems the controls, standards and procedures set forth in this ordinance to be essential to the protection of the public health, safety and general welfare of the citizens of the City of Payette, Idaho, and the adoption thereof to be in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAYETTE, IDAHO, AS FOLLOWS:

Section 2. Payette Municipal Code is amended by the addition of a new Chapter 16.26, which section shall read as follows:

Chapter 16.26

SHORT PLAT PROCEDURES

SHORT PLAT PROCEDURES:

A. The purpose of the short plat is to allow the creation of up to three (3) parcels without being subject to the procedural provisions of the Preliminary and Final Plat regulations of this title and to provide a simplified administrative procedure for processing the division of three or less divisions of land. A Record of Survey, application and fee, set by resolution of the City Council, shall be required. Every division of land for the purpose of sale, lease or transfer into three (3) or fewer lots, tracts or parcels within the city, where no new public dedications are required, may proceed in compliance with this section.

1. No Short Plat shall create more than three (3) new parcels.
2. No property involved in a Short Plat shall be involved in a subsequent Short Plat for a period of one (1) year from the

recording date of the previous Record of Survey for a Short Plat.

3. No new street dedication, excluding widening of an existing street, shall be involved.
4. No new public utility lines shall be extended within the right-of-way to property involved in a Short Plat.
5. All resulting parcels must conform to the minimum requirements of all existing land use regulations including the adopted Zoning Ordinance.
6. All existing remaining buildings shall meet all applicable zoning requirements regarding allowed uses and parking and shall comply with the setback requirements of the existing zone as measured from any parcel boundary being created by this process.
   a. Any set back that was legally non-conforming prior to the Short Plat may remain as a legal non-conforming setback, provided the legal non-conforming setback is not altered by the Short Plat and will not create a fire hazard or a public nuisance.
   b. Any building not meeting the required setback that is to be partially or completely demolished or moved shall be either demolished or moved prior to the approval of the Short Plat.
   c. If required parking is provided by means of a permanent shared-parking agreement, a note on the face of the survey must list the total required and provided parking for all parcels to which the shared parking provisions of the share-parking agreement applies. A shared parking agreement shall be provided prior to approval.
   d. When utilities cross land being divided, a utility easement shall be provided and indicated on the Record of Survey. If an easement is located in a proposed permanent structure construction area, the easement shall be vacated prior to the Planning Administrator's approval of the Short Plat.
7. If the street(s) adjacent to the lot(s) have not been improved with sidewalk(s), the applicant shall landscape the right-of-way area between the edge of the street pavement and the property line with lawn or vegetative ground cover that will prevent the area from being used as an off street parking area. Sidewalks shall be installed if sidewalks exist on adjoining parcels or if deemed necessary for the public interest by the City administrator.

B. Submission of a Short Plat application shall be on a form prescribed by the City Clerk and the application and the required fees shall be filed with the City Clerk. Acceptance

or rejection of the application, and notification of the applicant, shall be made in writing to the applicant by the City Clerk within thirty (30) days of submittal of the application to the City Engineer. The application shall be accompanied by the following information:

1. The name, address and telephone number of the applicant and the property owner, if different than the applicant.

2. A legal description of the entire area being divided and a legal description for each of the proposed lots.

3. Letters of approval from all appropriate districts and agencies.

4. A list of all property owners and mailing addresses for property adjacent to the affected property.

5. A copy of any existing or proposed restrictions or covenants.

6. A sketch map drawn on good quality paper, sheet size no larger than eight and one-half inches by eleven inches ($8^1/_2$" x 11"), to a scale sufficient to assure legibility. Such a map shall contain, at a minimum, the following:

   a. Boundaries and dimensions of the entire area being divided and the proposed boundaries and dimensions of the proposed lots. The size of each lot shall be indicated by square footage computation sufficiently accurate to determine that each lot meets the minimum established lot size requirements.

   b. All existing buildings and structural improvements.

   c. The location of any roads, easements or rights of way that exist or are proposed to serve the short subdivision.

   d. A space for approval of the City Engineer.

7. The sketch must comply with Idaho Code 50-1301 et seq.

C. The short plat shall be prepared by an Idaho registered surveyor.

D. The administrator shall provide copies of submitted documents, as necessary, to outside agencies and jurisdictions

which, in the opinion of the administrator, may be affected by the proposal. In addition, the administrator shall provide written notice to the owners of property adjacent to the property proposed for development. The notice shall provide the adjacent property owners a plan of the division, general information concerning the proposal, and the time frame for submitting written comments. The period of time for comment or response shall not be less than fourteen (14) days nor greater than twenty one (21) days from the date of notice.

E. The City Engineer shall, within thirty (30) days after the application is deemed accepted, transmit copies of the plat and the engineer's recommendations thereon (unless a greater period of time is agreed upon by the applicant) to the City Clerk.

F. The City Clerk shall act as hearing officer and shall conduct a short subdivision review, along with appropriate staff, to ensure that all applicable ordinance provisions are followed or completed. Short subdivision review shall include, but not be limited to:

1. Review of lot size and dimensions for conformance to the zoning ordinance.

2. Determination that there are adequate provisions to serve the divided property with sewer and water.

3. Review of the location of fire hydrants.

4. Review of the location for the installation of streetlights if determined to be necessary by the public works department.

5. Determine if mitigation of any impact is warranted.

6. Define the scope of improvements and dedications required (curb, sidewalk, paving, water, sewer, drainage, easements, right of way dedication, etc.).

7. Evaluation of the location of potential rights of way to access adjoining parcels.

G. A decision shall be rendered within thirty (30) days of the review unless circumstances require otherwise, such circumstances to be set forth in writing to the applicant. The administrator shall, by written decision, grant approval,

approval with conditions, or deny the short subdivision. Notice of the action taken by the administrator shall also be mailed to the owners of real property adjacent to the short subdivision. A decision to deny shall be in writing and indicate reasons for denial and indicate what steps are necessary to obtain approval. In the case of approval or approval with conditions, a memorandum of understanding shall be prepared that details the conditions of approval and the responsibilities of the developer. The memorandum of understanding shall be signed by the developer and the administrator and recorded with the final survey.

H. In order to approve a short plat the administrator must make the following findings:

1. The proposed lots meet all established lot size and width requirements.

2. Adequate water supply and sewage disposal are available.

3. The decision to approve a short subdivision will not be contrary to the public interest.

4. The survey conforms with the Zoning Ordinance and Comprehensive Plan.

I. The subdivider shall record the final survey in the office of the county recorder of Payette County, Idaho, within thirty (30) days after the date of approval. Otherwise, the Short Plat shall be considered void.

J. The subdivider shall, immediately upon recording, furnish the City Council with as many prints of the short plat as may be required by the city.

Section 3. This Ordinance may be published in summary form as permitted by the State of Idaho.

Section 4. This Ordinance shall be in full force and effect immediately upon passage and publication as required by the laws of the State of Idaho.

Section 5. Any ordinances or resolutions which are in conflict with this Ordinance are hereby repealed, but only insofar as the conflict exists.

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

remainder of the Ordinance shall be applied to effectuate the purposes of this Ordinance.

Section 7. Any violation of this Ordinance shall be a misdemeanor punishable by fine and/or imprisonment up to but not exceeding the maximum penalties set forth in Idaho Code § 18-113 and §50-302.

PASSED and APPROVED by the Mayor and City Council of the City of Payette, Idaho this ____ day of _____, 2012.

CITY OF PAYETTE, IDAHO

by_____
JEFFREY T. WILLIAMS, Mayor

ATTEST:

_____
Mary Cordova, City Clerk

Purpose Rescue I & II

To establish an emergency response team composed of public safety officials from the Payette City Fire Department, Payette Rural Fire Department and Payette Police Department. The Payette Fire Chief will provide a response unit known as rescue I and II. The rescue unit along with a police unit will respond to emergency incidents ranging from traffic accidents to ambulance assist and as needed. The purpose of Rescue I & II is to provide the citizens of Payette a quick response team of emergency personnel to be on scene in a timely manner to establish the extent of the emergency and to assist Police and Ambulance personnel by providing additional man power.

Duties Performed

In the event of a Rescue I & II response they will be expected to respond in a clearly marked emergency vehicle (Rescue Vehicle), complying with all emergency vehicle response policies and procedures. Rescue personnel will be clearly identifiable by their duty uniforms as issued. Depending on the incident will determine the Rescue personnel actions. In the event of an injury traffic accident the Rescue personnel will only provide life sustaining first aid one would only expect from a (Good Samaritan). They will assist ambulance personnel as requested, ranging from lift assist, to holding bags and equipment. They may also be called upon to drive an ambulance in the event ambulance personnel are providing life support measures.

In the event of property damage accident Rescue personnel may be expected to assist Police with traffic control, crowd control, and other duties as they arise.

Rescue personnel responding to what is commonly known as an ambulance assist will be expected to provide the following. Arrive safely complying with emergency vehicle operation policy and procedures. Establish a clear understanding that they are **Not E.M.T.** Only provide life sustaining first aid one would only expect of a (Good Samaritan). Provide assistance to ambulance and police personnel as requested.

Operation

Rescue I & II will operate out of the Payette Fire Department. They will be dispatched by Payette County Sheriff's office. Rescue Units will be expected to assist with all traffic accidents within Payette City limits 24 hours a day 7 days a week. Only exception not to respond is if the accident is deemed minor in nature.

Rescue units will be expected to respond to all ambulance assist during a normal business day. The Fire Chief will provide staff to respond Monday through Friday 8:00 a.m. to 5:00 p.m. Due to limited man power. In the event of an extreme emergency by ambulance personnel the Duty Chief may respond to assist after the designated hours of operation at the request of the paramedics.

Payette Fire Department
Monthly Activity Report

Fire Chief STEVE CASTENADA

December 2011

The senior citizen smoke detectors program is going well. We have met with 27 seniors.

The incidents are up this year due the Rescue program. Last year we had 149 city runs and 86 in the rural. This year we had 391 in the city and 91 in the rural.

This year we had 2307 hours of training. We train twice a month, 2 hours a night and hold other classes throughout the year during the day or on weekends.

We met with 2170 people and spent 125 man hours on fire safety and public education.

We have installed the Knox box at Little Country Village with 28 households on board.

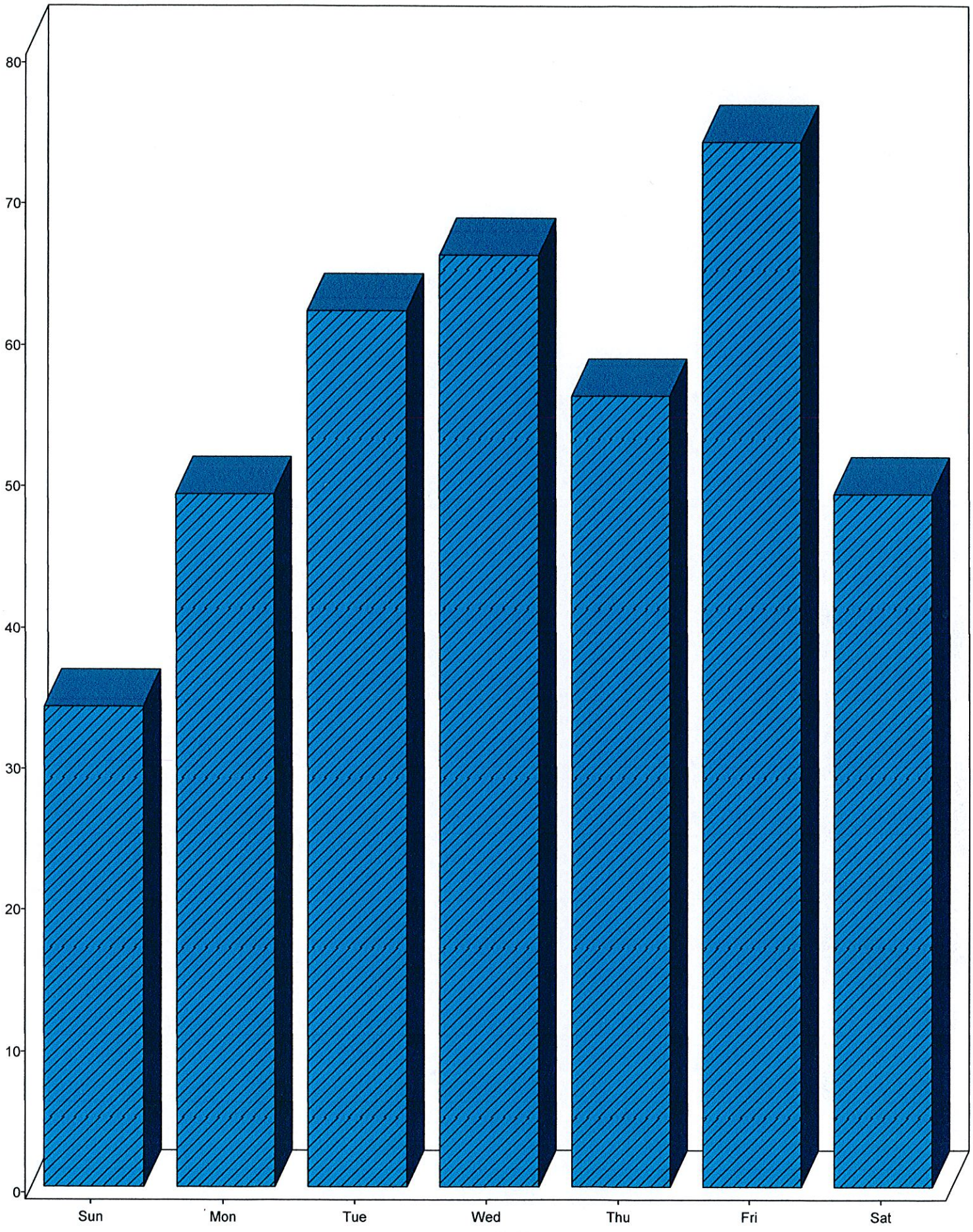
Fire Chief

Steve Castenada

Steve Castenada

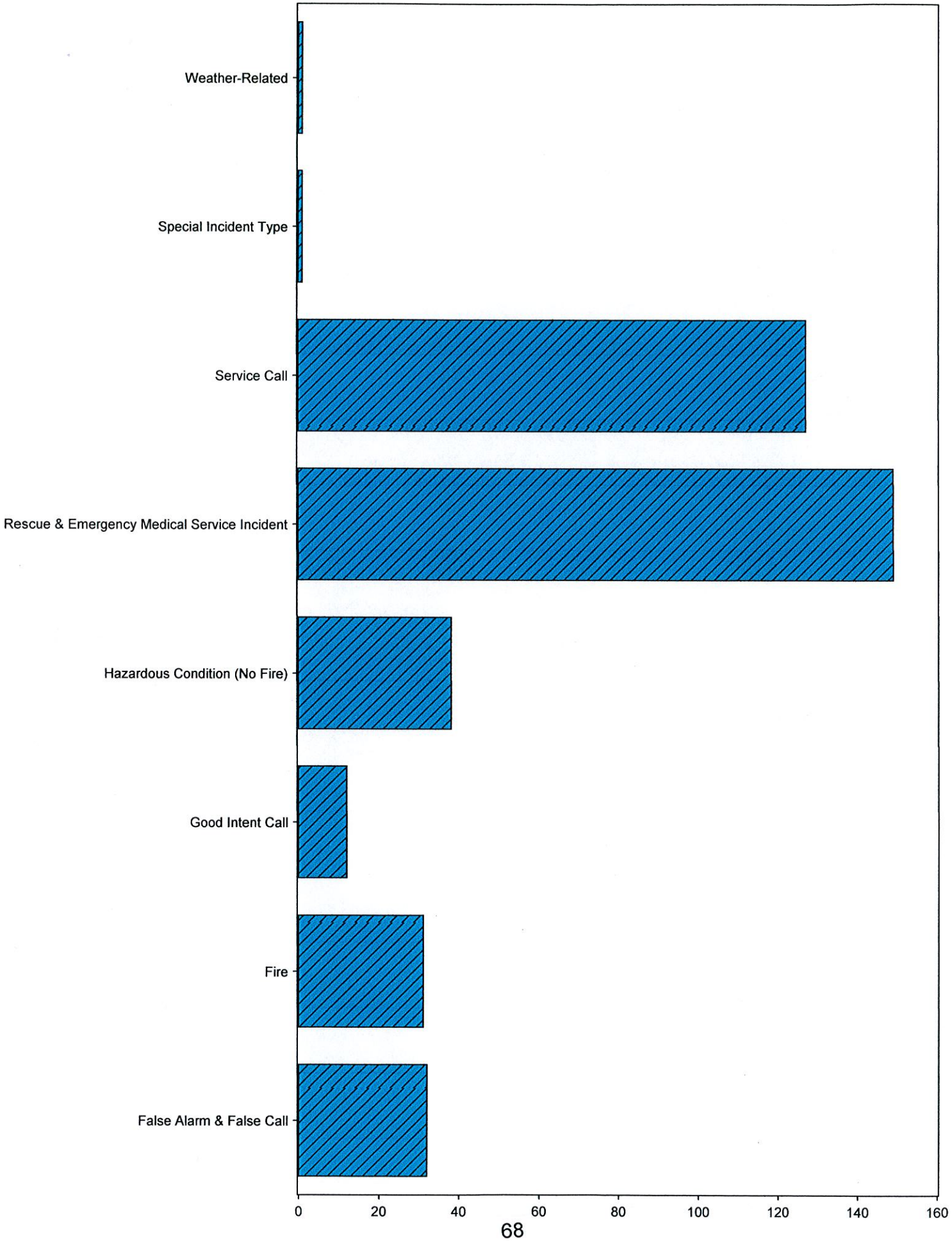
Incident Responses by Day of Week

Alarm Date Between {01/01/2011} And {12/27/2011} and Station = "1 "



Incident Type Summary

Alarm Date Between {01/01/2011} And {12/28/2011} and Station = "1 "



Payette Fire Department

Incident Type Report

Alarm Date Between {01/01/2011} And {12/28/2011} and Station = "1 "

Incident	Alm Date	Time	Primary Action	Property Use
100 Fire, Other				
11-0001202-000	06/23/2011	12:02:00	11 Extinguishment by	419 1 or 2 family dwelling
11-0100297-000	10/06/2011	13:06:00	11 Extinguishment by	419 1 or 2 family dwelling
Incident Type Count:	**2**			**Percent of All:** **0.5%**
111 Building fire				
11-0100095-000	03/28/2011	19:00:00	11 Extinguishment by	880 Vehicle storage, Other
11-0100217-000	07/11/2011	04:51:00	11 Extinguishment by	429 Multifamily dwelling
11-0200047-000	09/12/2011	13:59:00	11 Extinguishment by	808 Outbuilding or shed
11-0100276-000	09/15/2011	16:26:00	11 Extinguishment by	419 1 or 2 family dwelling
11-0100296-000	10/05/2011	09:54:00	11 Extinguishment by	419 1 or 2 family dwelling
Incident Type Count:	**5**			**Percent of All:** **1.2%**
112 Fires in structure other than in a building				
11-0100266-000	09/03/2011	19:50:00	11 Extinguishment by	419 1 or 2 family dwelling
Incident Type Count:	**1**			**Percent of All:** **0.2%**
113 Cooking fire, confined to container				
11-0100102-000	04/06/2011	16:10:00	11 Extinguishment by	419 1 or 2 family dwelling
Incident Type Count:	**1**			**Percent of All:** **0.2%**
114 Chimney or flue fire, confined to chimney or flue				
11-0010003-000	01/05/2011	17:25:00	10 Fire control or	419 1 or 2 family dwelling
11-0100057-000	02/23/2011	02:09:00	11 Extinguishment by	419 1 or 2 family dwelling
11-0100336-000	11/05/2011	11:51:00	11 Extinguishment by	419 1 or 2 family dwelling
11-0100373-000	12/14/2011	14:18:00	11 Extinguishment by	419 1 or 2 family dwelling
Incident Type Count:	**4**			**Percent of All:** **1.0%**
121 Fire in mobile home used as fixed residence				
11-0100143-000	05/10/2011	12:37:00	11 Extinguishment by	419 1 or 2 family dwelling
11-0100143-001	05/10/2011	12:37:00	11 Extinguishment by	419 1 or 2 family dwelling
Incident Type Count:	**2**			**Percent of All:** **0.5%**
131 Passenger vehicle fire				
11-0100101-000	04/06/2011	13:07:00	11 Extinguishment by	419 1 or 2 family dwelling
11-0100164-000	05/27/2011	00:13:00	11 Extinguishment by	965 Vehicle parking area

Payette Fire Department

Incident Type Report

Alarm Date Between {01/01/2011} And {12/28/2011}
and Station = "1 "

Incident	Alm Date	Time	Primary Action	Property Use	
131 Passenger vehicle fire					
11-0100210-000	07/04/2011	14:06:00	11 Extinguishment by	419	1 or 2 family dwelling
Incident Type Count:	**3**			**Percent of All:**	**0.7%**
140 Natural vegetation fire, Other					
11-0100222-000	07/19/2011	20:27:00	90 Fill-in, standby,	931	Open land or field
11-0100225-000	07/23/2011	19:27:00	86 Investigate	931	Open land or field
Incident Type Count:	**2**			**Percent of All:**	**0.5%**
142 Brush or brush-and-grass mixture fire					
11-0100059-000	02/23/2011	13:51:00	11 Extinguishment by	931	Open land or field
Incident Type Count:	**1**			**Percent of All:**	**0.2%**
143 Grass fire					
11-0100213-000	07/04/2011	22:02:00	11 Extinguishment by	419	1 or 2 family dwelling
11-0100232-000	07/30/2011	17:48:00	10 Fire control or	931	Open land or field
Incident Type Count:	**2**			**Percent of All:**	**0.5%**
150 Outside rubbish fire, Other					
11-0100267-000	09/04/2011	02:32:00	11 Extinguishment by	419	1 or 2 family dwelling
11-0200062-000	12/22/2011	21:21:24	11 Extinguishment by	419	1 or 2 family dwelling
Incident Type Count:	**2**			**Percent of All:**	**0.5%**
151 Outside rubbish, trash or waste fire					
11-0100227-000	07/25/2011	12:54:57	11 Extinguishment by	361	Jail, prison (not
11-0100382-000	12/22/2011	08:32:00	80 Information,	700	Manufacturing, processing
Incident Type Count:	**2**			**Percent of All:**	**0.5%**
160 Special outside fire, Other					
11-0100248-000	08/17/2011	08:37:00	11 Extinguishment by	931	Open land or field
Incident Type Count:	**1**			**Percent of All:**	**0.2%**
161 Outside storage fire					
11-0100165-000	05/27/2011	00:13:00	11 Extinguishment by	807	Outside material storage

Payette Fire Department

Incident Type Report

Alarm Date Between {01/01/2011} And {12/28/2011} and Station = "1 "

Incident	Alm Date	Time	Primary Action	Property Use
Incident Type Count: 1				**Percent of All: 0.2%**
162 Outside equipment fire				
11-0100150-000	05/15/2011	22:47:00	10 Fire control or	642 Electrical distribution
11-0100277-000	09/15/2011	21:32:00	10 Fire control or	983 Pipeline, power line or
Incident Type Count: 2				**Percent of All: 0.5%**
311 Medical assist, assist EMS crew				
11-0100004-000	01/10/2011	08:51:00	31 Provide first aid &	311 24-hour care Nursing
11-0100005-000	01/10/2011	12:16:00	31 Provide first aid &	429 Multifamily dwelling
11-0100007-000	01/11/2011	08:53:00	31 Provide first aid &	311 24-hour care Nursing
11-0100008-000	01/11/2011	14:20:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100011-000	01/14/2011	12:28:00	31 Provide first aid &	300 Health care, detention, &
11-0100013-000	01/15/2011	12:02:00	31 Provide first aid &	311 24-hour care Nursing
11-0100014-000	01/16/2011	09:05:00	31 Provide first aid &	300 Health care, detention, &
11-0100015-000	01/16/2011	14:28:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100016-000	01/16/2011	19:36:00	31 Provide first aid &	429 Multifamily dwelling
11-0100017-000	01/17/2011	09:04:00	31 Provide first aid &	311 24-hour care Nursing
11-0100018-000	01/18/2011	15:31:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100019-000	01/21/2011	03:37:07	31 Provide first aid &	419 1 or 2 family dwelling
11-0010020-000	01/21/2011	07:01:21	31 Provide first aid &	419 1 or 2 family dwelling
11-0100021-000	01/21/2011	08:55:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100022-000	01/21/2011	12:11:00	31 Provide first aid &	215 High school/junior high
11-0100024-000	01/22/2011	01:19:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100025-000	01/22/2011	10:49:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100026-000	01/22/2011	11:14:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100028-000	01/23/2011	17:30:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100029-000	01/24/2011	10:07:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100030-000	01/24/2011	15:47:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100033-000	01/28/2011	12:27:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100034-000	01/28/2011	15:11:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100035-000	01/28/2011	15:27:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100036-000	01/29/2011	12:05:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100037-000	01/29/2011	13:59:00	31 Provide first aid &	429 Multifamily dwelling
11-0100039-000	01/31/2011	09:42:11	31 Provide first aid &	419 1 or 2 family dwelling
11-0100042-000	02/08/2011	14:11:00	31 Provide first aid &	429 Multifamily dwelling
11-0100043-000	02/08/2011	18:05:00	31 Provide first aid &	311 24-hour care Nursing
11-0100044-000	02/09/2011	11:59:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100045-000	02/09/2011	13:05:00	31 Provide first aid &	311 24-hour care Nursing
11-0100046-000	02/10/2011	10:57:00	31 Provide first aid &	419 1 or 2 family dwelling

Incident	Alm Date	Time	Primary Action		Property Use
311 Medical assist, assist EMS crew					
11-0100049-000	02/14/2011	09:45:00	31 Provide first aid &	459	Residential board and
11-0100051-000	02/16/2011	16:16:00	31 Provide first aid &	429	Multifamily dwelling
11-0100052-000	02/18/2011	07:33:00	31 Provide first aid &	419	1 or 2 family dwelling
11-0100053-000	02/22/2011	07:06:59	31 Provide first aid &	311	24-hour care Nursing
11-0100054-000	02/22/2011	09:43:00	31 Provide first aid &	419	1 or 2 family dwelling
11-0100055-000	02/22/2011	11:16:06	31 Provide first aid &	400	Residential, Other
11-0100061-000	02/24/2011	16:44:00	31 Provide first aid &	419	1 or 2 family dwelling
11-0100062-000	02/25/2011	13:51:00	31 Provide first aid &	419	1 or 2 family dwelling
11-0100063-000	02/26/2011	16:10:00	31 Provide first aid &	419	1 or 2 family dwelling
11-0100064-000	02/27/2011	09:26:00	31 Provide first aid &	419	1 or 2 family dwelling
11-0100065-000	02/28/2011	13:03:00	31 Provide first aid &	419	1 or 2 family dwelling
11-0100068-000	03/01/2011	08:15:00	31 Provide first aid &	419	1 or 2 family dwelling
11-0100073-000	03/04/2011	09:43:00	31 Provide first aid &	254	Day care, in commercial
11-0100074-000	03/04/2011	15:22:00	31 Provide first aid &	361	Jail, prison (not
11-0100075-000	03/04/2011	15:52:00	31 Provide first aid &	311	24-hour care Nursing
11-0100076-000	03/04/2011	17:03:00	31 Provide first aid &	419	1 or 2 family dwelling
11-0100078-000	03/05/2011	18:11:00	31 Provide first aid &	361	Jail, prison (not
11-0100079-000	03/06/2011	12:53:00	31 Provide first aid &	419	1 or 2 family dwelling
11-0100081-000	03/08/2011	11:29:00	31 Provide first aid &	215	High school/junior high
11-0100082-000	03/08/2011	15:26:00	31 Provide first aid &	215	High school/junior high
11-0100083-000	03/09/2011	15:35:00	31 Provide first aid &	419	1 or 2 family dwelling
11-0100084-000	03/12/2011	13:57:00	31 Provide first aid &	459	Residential board and
11-0100085-000	03/12/2011	18:35:00	31 Provide first aid &	419	1 or 2 family dwelling
11-0100086-000	03/13/2011	12:48:00	31 Provide first aid &	311	24-hour care Nursing
11-0100087-000	03/13/2011	12:53:00	31 Provide first aid &	419	1 or 2 family dwelling
11-0100088-000	03/13/2011	15:23:00	31 Provide first aid &	429	Multifamily dwelling
11-0100091-000	03/14/2011	17:46:00	31 Provide first aid &	429	Multifamily dwelling
11-0100092-000	03/16/2011	13:50:00	31 Provide first aid &	151	Library
11-0100093-000	03/19/2011	13:03:00	31 Provide first aid &	419	1 or 2 family dwelling
11-0100096-000	03/30/2011	08:06:00	31 Provide first aid &	419	1 or 2 family dwelling
11-0100097-000	03/30/2011	16:08:00	32 Provide basic life	340	Clinics, doctors offices,
11-0100098-000	04/01/2011	14:09:00	32 Provide basic life	569	Professional supplies,
11-0100099-000	04/03/2011	08:43:00	31 Provide first aid &	419	1 or 2 family dwelling
11-0100100-000	04/03/2011	14:21:00	31 Provide first aid &	419	1 or 2 family dwelling
11-0100109-000	04/10/2011	09:55:00	31 Provide first aid &	419	1 or 2 family dwelling
11-0100110-000	04/10/2011	21:01:00	31 Provide first aid &	419	1 or 2 family dwelling
11-0100111-000	04/13/2011	08:18:00	31 Provide first aid &	419	1 or 2 family dwelling
11-0100113-000	04/14/2011	15:21:00	31 Provide first aid &	419	1 or 2 family dwelling
11-0100114-000	04/15/2011	07:33:00	31 Provide first aid &	419	1 or 2 family dwelling
11-0100116-000	04/16/2011	08:45:00	31 Provide first aid &	311	24-hour care Nursing
11-0100117-000	04/16/2011	14:32:00	31 Provide first aid &	419	1 or 2 family dwelling

Payette Fire Department

Incident Type Report

Alarm Date Between {01/01/2011} And {12/28/2011} and Station = "1 "

Incident	Alm Date	Time	Primary Action	Property Use
311 Medical assist, assist EMS crew				
11-0100118-000	04/16/2011	21:25:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100119-000	04/18/2011	09:11:00	31 Provide first aid &	596 Post office or mailing
11-0100122-000	04/22/2011	16:28:00	31 Provide first aid &	311 24-hour care Nursing
11-0100123-000	04/23/2011	16:21:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100125-000	04/26/2011	13:29:00	31 Provide first aid &	429 Multifamily dwelling
11-0100126-000	04/26/2011	23:06:00	31 Provide first aid &	429 Multifamily dwelling
11-0100128-000	04/29/2011	11:54:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100131-000	04/30/2011	15:48:00	31 Provide first aid &	129 Amusement center:
11-0100133-000	05/04/2011	16:54:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100134-000	05/05/2011	10:46:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100137-000	05/06/2011	17:00:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100138-000	05/07/2011	18:09:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100139-000	05/08/2011	09:50:00	31 Provide first aid &	519 Food and beverage sales,
11-0100140-000	05/09/2011	15:48:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100141-000	05/09/2011	21:47:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100142-000	05/10/2011	10:01:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100144-000	05/11/2011	05:54:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100145-000	05/11/2011	08:52:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100148-000	05/14/2011	00:25:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100151-000	05/16/2011	15:21:00	31 Provide first aid &	200 Educational, Other
11-0100152-000	05/17/2011	13:05:00	31 Provide first aid &	361 Jail, prison (not
11-0100153-000	05/20/2011	09:17:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100154-000	05/20/2011	15:24:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100155-000	05/21/2011	14:05:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100157-000	05/22/2011	17:28:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100158-000	05/22/2011	19:10:00	31 Provide first aid &	429 Multifamily dwelling
11-0001508-000	05/30/2011	15:01:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100172-000	06/01/2011	16:58:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100173-000	06/04/2011	08:08:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100174-000	06/04/2011	09:39:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100177-000	06/06/2011	12:26:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100178-000	06/07/2011	11:42:00	31 Provide first aid &	429 Multifamily dwelling
11-0100179-000	06/08/2011	14:01:00	31 Provide first aid &	500 Mercantile, business,
11-0100182-000	06/11/2011	07:41:00	31 Provide first aid &	931 Open land or field
11-0100183-000	06/11/2011	10:32:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100185-000	06/12/2011	10:41:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100186-000	06/13/2011	07:28:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100189-000	06/17/2011	10:33:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100191-000	06/17/2011	16:29:00	31 Provide first aid &	429 Multifamily dwelling
11-0100192-000	06/17/2011	20:26:00	31 Provide first aid &	449 Hotel/motel, commercial
11-0100194-000	06/20/2011	13:24:00	31 Provide first aid &	419 1 or 2 family dwelling

Payette Fire Department

Incident Type Report

Alarm Date Between {01/01/2011} And {12/28/2011} and Station = "1 "

Incident	Alm Date	Time	Primary Action	Property Use
311 Medical assist, assist EMS crew				
11-0100195-000	06/20/2011	13:42:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100198-000	06/21/2011	18:36:00	31 Provide first aid &	116 Swimming facility: indoor
11-0100199-000	06/22/2011	11:03:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100201-000	06/23/2011	11:40:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100207-000	06/29/2011	16:08:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100211-000	07/04/2011	18:37:00	31 Provide first aid &	311 24-hour care Nursing
11-0100214-000	07/05/2011	07:16:00	31 Provide first aid &	429 Multifamily dwelling
11-0100218-000	07/11/2011	17:17:00	31 Provide first aid &	311 24-hour care Nursing
11-0100226-000	07/25/2011	08:50:51	30 Emergency medical	419 1 or 2 family dwelling
11-0100237-000	08/05/2011	12:00:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100252-000	08/20/2011	15:41:00	31 Provide first aid &	519 Food and beverage sales,
11-0100253-000	08/21/2011	12:18:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100255-000	08/25/2011	12:12:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100256-000	08/26/2011	13:05:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100269-000	09/12/2011	16:00:00	30 Emergency medical	311 24-hour care Nursing
11-1101002-000	09/14/2011	12:58:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100273-000	09/14/2011	17:38:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100275-000	09/15/2011	12:26:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100282-000	09/17/2011	16:10:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100287-000	09/25/2011	10:49:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100288-000	09/27/2011	16:21:38	31 Provide first aid &	963 Street or road in
11-0100290-000	09/28/2011	19:03:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100292-000	09/29/2011	14:22:00	31 Provide first aid &	900 Outside or special
11-0100294-000	09/30/2011	19:59:00	31 Provide first aid &	311 24-hour care Nursing
11-0100304-000	10/11/2011	14:23:43	30 Emergency medical	419 1 or 2 family dwelling
11-0100306-000	10/18/2011	17:45:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100312-000	10/22/2011	11:56:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100341-000	11/11/2011	19:34:00	31 Provide first aid &	419 1 or 2 family dwelling
11-0100359-000	11/29/2011	07:08:58	30 Emergency medical	419 1 or 2 family dwelling
11-0100360-000	11/29/2011	09:21:42	30 Emergency medical	311 24-hour care Nursing
11-0100369-000	12/12/2011	09:18:03	73 Provide manpower	419 1 or 2 family dwelling
11-0100370-000	12/13/2011	13:30:00	73 Provide manpower	419 1 or 2 family dwelling
11-0100377-000	12/17/2011	09:31:00	30 Emergency medical	419 1 or 2 family dwelling

Incident Type Count: 147 **Percent of All: 37.5%**

352 Extrication of victim(s) from vehicle

11-0100234-000	08/03/2011	13:59:23	23 Extricate,	700 Manufacturing, processing

Incident Type Count: 1 **Percent of All: 0.2%**

Payette Fire Department

Incident Type Report

Alarm Date Between {01/01/2011} And {12/28/2011} and Station = "1 "

Incident	Alm Date	Time	Primary Action	Property Use	
362 Ice rescue					
11-0100041-000	02/05/2011	14:15:00	31 Provide first aid &	940	Water area, Other
Incident Type Count:	**1**			**Percent of All:**	**0.2%**
400 Hazardous condition, Other					
11-0100318-000	10/28/2011	14:11:00	43 Hazardous materials	592	Bank
11-0100378-000	12/19/2011	08:11:00	73 Provide manpower	150	Public or government,
Incident Type Count:	**2**			**Percent of All:**	**0.5%**
421 Chemical hazard (no spill or leak)					
11-0100050-000	02/15/2011	07:10:00	40 Hazardous condition,	419	1 or 2 family dwelling
Incident Type Count:	**1**			**Percent of All:**	**0.2%**
424 Carbon monoxide incident					
11-0100367-000	12/06/2011	14:40:56	42 HazMat detection,	419	1 or 2 family dwelling
Incident Type Count:	**1**			**Percent of All:**	**0.2%**
440 Electrical wiring/equipment problem, Other					
11-0100023-000	01/21/2011	12:47:00	86 Investigate	600	Ind., utility, defense,
11-0100107-000	04/08/2011	10:51:00	86 Investigate	419	1 or 2 family dwelling
11-0100216-000	07/09/2011	14:39:00	86 Investigate	419	1 or 2 family dwelling
11-0100299-000	10/07/2011	13:34:00	86 Investigate	419	1 or 2 family dwelling
Incident Type Count:	**4**			**Percent of All:**	**1.0%**
441 Heat from short circuit (wiring), defective/worn					
11-0100167-000	05/29/2011	22:08:00	86 Investigate	419	1 or 2 family dwelling
Incident Type Count:	**1**			**Percent of All:**	**0.2%**
442 Overheated motor					
11-0100293-000	09/29/2011	20:24:00	86 Investigate	511	Convenience store
Incident Type Count:	**1**			**Percent of All:**	**0.2%**
444 Power line down					
11-0100162-000	05/26/2011	10:32:00	86 Investigate	640	Utility or Distribution

Incident	Alm Date	Time	Primary Action	Property Use	
444 Power line down					
11-0100270-000	09/12/2011	19:33:00	78 Control traffic	962	Residential street, road
Incident Type Count:	**2**			**Percent of All:**	**0.5%**
445 Arcing, shorted electrical equipment					
11-0100103-000	04/06/2011	17:46:21	86 Investigate	642	Electrical distribution
11-0100254-000	08/24/2011	15:46:00	86 Investigate	419	1 or 2 family dwelling
Incident Type Count:	**2**			**Percent of All:**	**0.5%**
463 Vehicle accident, general cleanup					
11-0100009-000	01/12/2011	17:19:10	78 Control traffic	NNN	None
11-0100012-000	01/14/2011	17:56:55	78 Control traffic	960	Street, Other
11-0100077-000	03/04/2011	17:39:00	78 Control traffic	960	Street, Other
11-0100120-000	04/19/2011	06:22:00	31 Provide first aid &	960	Street, Other
11-0100169-000	05/30/2011	16:49:00	44 Hazardous materials	961	Highway or divided
11-0100196-000	06/21/2011	10:53:00	31 Provide first aid &	961	Highway or divided
11-0100208-000	07/01/2011	15:11:00	73 Provide manpower	961	Highway or divided
11-0100209-000	07/03/2011	11:09:00	78 Control traffic	961	Highway or divided
11-0100224-000	07/20/2011	14:08:00	43 Hazardous materials	962	Residential street, road
11-0100235-000	08/03/2011	18:44:00	78 Control traffic	960	Street, Other
11-0100250-000	08/18/2011	22:01:00	78 Control traffic	961	Highway or divided
11-0100271-000	09/13/2011	12:12:00	78 Control traffic	961	Highway or divided
11-0100295-000	10/04/2011	07:59:00	78 Control traffic	961	Highway or divided
11-0100298-000	10/07/2011	13:04:00	78 Control traffic	961	Highway or divided
11-0100301-000	10/08/2011	17:59:00	78 Control traffic	962	Residential street, road
11-0100313-000	10/24/2011	08:36:14	78 Control traffic	963	Street or road in
11-0100315-000	10/28/2011	07:59:00	78 Control traffic	961	Highway or divided
11-0100324-000	11/01/2011	16:04:59	78 Control traffic	960	Street, Other
11-0100335-000	11/05/2011	11:02:00	78 Control traffic	961	Highway or divided
11-0100334-000	11/05/2011	11:15:00	78 Control traffic	962	Residential street, road
11-0100346-000	11/15/2011	19:34:00	73 Provide manpower	961	Highway or divided
11-0100352-000	11/18/2011	13:13:00	78 Control traffic	961	Highway or divided
11-0100357-000	11/23/2011	20:50:00	78 Control traffic	419	1 or 2 family dwelling
11-0100358-000	11/26/2011	05:50:00	78 Control traffic	961	Highway or divided
Incident Type Count:	**24**			**Percent of All:**	**6.1%**
500 Service Call, other					
11-0100006-000	01/10/2011	14:07:00	85 Enforce codes	150	Public or government,
11-0010031-000	01/25/2011	13:56:47	85 Enforce codes	210	Schools, non-adult, other

Payette Fire Department

Incident Type Report

Alarm Date Between {01/01/2011} And {12/28/2011} and Station = "1 "

Incident	Alm Date	Time	Primary Action	Property Use
500 Service Call, other				
11-0100032-000	01/27/2011	13:00:00	85 Enforce codes	500 Mercantile, business,
11-0100040-000	02/05/2011	09:05:00	85 Enforce codes	122 Convention center,
11-0100058-000	02/23/2011	11:09:00	85 Enforce codes	579 Motor vehicle or boat
11-0100066-000	02/28/2011	13:52:00	85 Enforce codes	500 Mercantile, business,
11-0100089-000	03/14/2011	13:37:00	85 Enforce codes	400 Residential, Other
11-0100090-000	03/14/2011	15:05:00	85 Enforce codes	599 Business office
11-0100094-000	03/22/2011	13:04:15	85 Enforce codes	300 Health care, detention, &
11-0100104-000	04/07/2011	11:03:00	85 Enforce codes	321 Mental
11-0100105-000	04/07/2011	11:17:00	85 Enforce codes	321 Mental
11-0100106-000	04/07/2011	15:55:00	85 Enforce codes	419 1 or 2 family dwelling
11-0100112-000	04/13/2011	13:42:00	85 Enforce codes	519 Food and beverage sales,
11-0100115-000	04/15/2011	11:56:00	85 Enforce codes	559 Recreational, hobby, home
11-0100127-000	04/27/2011	14:30:00	85 Enforce codes	419 1 or 2 family dwelling
11-0100130-000	04/29/2011	16:16:00	85 Enforce codes	311 24-hour care Nursing
11-0100163-000	05/26/2011	11:08:00	85 Enforce codes	429 Multifamily dwelling
11-0100170-000	05/31/2011	15:33:00	85 Enforce codes	161 Restaurant or cafeteria
11-0100197-000	06/21/2011	13:02:00	85 Enforce codes	321 Mental
11-0100200-000	06/22/2011	15:35:00	85 Enforce codes	151 Library
11-0100204-000	06/23/2011	14:59:00	85 Enforce codes	500 Mercantile, business,
11-0100229-000	07/28/2011	16:03:00	85 Enforce codes	500 Mercantile, business,
11-0100230-000	07/29/2011	14:23:00	85 Enforce codes	599 Business office
11-0100233-000	08/02/2011	16:10:00	85 Enforce codes	161 Restaurant or cafeteria
11-0100239-000	08/10/2011	13:32:00	85 Enforce codes	419 1 or 2 family dwelling
11-0100240-000	08/11/2011	14:30:00	85 Enforce codes	599 Business office
11-0100241-000	08/12/2011	13:00:00	85 Enforce codes	419 1 or 2 family dwelling
11-0100242-000	08/15/2011	14:40:00	85 Enforce codes	150 Public or government,
11-0100243-000	08/15/2011	15:11:00	85 Enforce codes	974 Aircraft loading area
11-0100245-000	08/16/2011	13:54:00	85 Enforce codes	254 Day care, in commercial
11-0100247-000	08/17/2011	13:00:00	85 Enforce codes	361 Jail, prison (not
11-0100246-000	08/17/2011	14:53:00	85 Enforce codes	580 General retail, Other
11-0100249-000	08/18/2011	10:03:00	85 Enforce codes	419 1 or 2 family dwelling
11-0100251-000	08/19/2011	15:02:00	85 Enforce codes	500 Mercantile, business,
11-0100262-000	08/30/2011	15:04:00	85 Enforce codes	161 Restaurant or cafeteria
11-0100265-000	09/02/2011	15:20:00	85 Enforce codes	599 Business office
11-0100280-000	09/16/2011	14:23:00	85 Enforce codes	580 General retail, Other
11-0100285-000	09/22/2011	15:22:00	85 Enforce codes	152 Museum
11-0100286-000	09/23/2011	15:00:00	85 Enforce codes	549 Specialty shop
11-0100289-000	09/28/2011	11:00:00	85 Enforce codes	419 1 or 2 family dwelling
11-0100291-000	09/29/2011	13:30:00	85 Enforce codes	500 Mercantile, business,
11-0100300-000	10/07/2011	15:04:00	85 Enforce codes	599 Business office
11-0100307-000	10/19/2011	13:00:00	85 Enforce codes	150 Public or government,

Payette Fire Department

Incident Type Report

Alarm Date Between {01/01/2011} And {12/28/2011}
and Station = "1 "

Incident	Alm Date	Time	Primary Action	Property Use
500 Service Call, other				
11-0100308-000	10/20/2011	09:51:00	85 Enforce codes	511 Convenience store
11-0100309-000	10/20/2011	14:30:00	85 Enforce codes	519 Food and beverage sales,
11-0100310-000	10/21/2011	13:00:00	85 Enforce codes	150 Public or government,
11-0100314-000	10/24/2011	12:44:00	85 Enforce codes	519 Food and beverage sales,
11-0100316-000	10/28/2011	10:00:00	85 Enforce codes	519 Food and beverage sales,
11-0100317-000	10/28/2011	10:30:00	85 Enforce codes	519 Food and beverage sales,
11-0100321-000	10/28/2011	15:00:00	85 Enforce codes	160 Eating, drinking places,
11-0100325-000	11/01/2011	10:00:00	85 Enforce codes	519 Food and beverage sales,
11-0100326-000	11/02/2011	10:00:00	85 Enforce codes	519 Food and beverage sales,
11-0100327-000	11/02/2011	15:00:00	85 Enforce codes	511 Convenience store
11-0100328-000	11/02/2011	15:31:00	85 Enforce codes	511 Convenience store
11-0100329-000	11/02/2011	16:31:00	85 Enforce codes	519 Food and beverage sales,
11-0100330-000	11/03/2011	09:30:00	85 Enforce codes	511 Convenience store
11-0100331-000	11/03/2011	10:01:00	85 Enforce codes	419 1 or 2 family dwelling
11-0100332-000	11/03/2011	14:30:00	85 Enforce codes	519 Food and beverage sales,
11-0100333-000	11/04/2011	13:30:00	85 Enforce codes	539 Household goods, sales,
11-0100337-000	11/09/2011	14:30:00	85 Enforce codes	519 Food and beverage sales,
11-0100338-000	11/09/2011	15:00:00	85 Enforce codes	519 Food and beverage sales,
11-0100339-000	11/10/2011	10:00:00	85 Enforce codes	519 Food and beverage sales,
11-0100343-000	11/15/2011	09:30:00	85 Enforce codes	519 Food and beverage sales,
11-0100344-000	11/15/2011	13:15:00	85 Enforce codes	519 Food and beverage sales,
11-0100347-000	11/16/2011	10:00:00	85 Enforce codes	519 Food and beverage sales,
11-0100348-000	11/16/2011	14:00:00	85 Enforce codes	519 Food and beverage sales,
11-0100349-000	11/17/2011	10:00:00	85 Enforce codes	519 Food and beverage sales,
11-0100350-000	11/17/2011	13:00:00	85 Enforce codes	519 Food and beverage sales,
11-0100351-000	11/17/2011	13:31:00	85 Enforce codes	150 Public or government,
11-0100355-000	11/22/2011	10:00:00	85 Enforce codes	341 Clinic, clinic-type
11-0100356-000	11/22/2011	14:00:00	85 Enforce codes	519 Food and beverage sales,
11-0100363-000	11/30/2011	15:00:00	85 Enforce codes	580 General retail, Other
11-0100364-000	12/01/2011	10:30:00	85 Enforce codes	213 Elementary school,
11-0100365-000	12/01/2011	14:30:00	85 Enforce codes	519 Food and beverage sales,
11-0100366-000	12/05/2011	15:25:00	85 Enforce codes	160 Eating, drinking places,
11-0100368-000	12/07/2011	15:00:00	85 Enforce codes	519 Food and beverage sales,
11-0100371-000	12/14/2011	10:25:00	85 Enforce codes	161 Restaurant or cafeteria
11-0100372-000	12/14/2011	13:30:00	85 Enforce codes	161 Restaurant or cafeteria
11-0100374-000	12/15/2011	13:45:00	85 Enforce codes	161 Restaurant or cafeteria
11-0100376-000	12/16/2011	14:00:00	85 Enforce codes	599 Business office
11-0100379-000	12/20/2011	13:30:00	85 Enforce codes	100 Assembly, Other
11-0100380-000	12/20/2011	14:30:00	85 Enforce codes	151 Library
11-0100386-000	12/27/2011	14:00:00	85 Enforce codes	419 1 or 2 family dwelling

Incident	Alm Date	Time	Primary Action	Property Use
Incident Type Count: 83				**Percent of All: 21.2%**
510 Person in distress, Other				
11-0100236-000	08/05/2011	10:47:00	73 Provide manpower	419 1 or 2 family dwelling
11-0100259-000	08/28/2011	09:00:00	71 Assist physically	419 1 or 2 family dwelling
11-0100268-000	09/09/2011	19:33:00	70 Assistance, Other	963 Street or road in
11-0100281-000	09/17/2011	15:16:00	71 Assist physically	419 1 or 2 family dwelling
11-0100354-000	11/19/2011	22:48:00	71 Assist physically	419 1 or 2 family dwelling
Incident Type Count: 5				**Percent of All: 1.2%**
511 Lock-out				
11-0200033-000	07/28/2011	13:43:41	73 Provide manpower	419 1 or 2 family dwelling
Incident Type Count: 1				**Percent of All: 0.2%**
522 Water or steam leak				
11-0100303-000	10/09/2011	10:24:00	84 Refer to proper	519 Food and beverage sales,
Incident Type Count: 1				**Percent of All: 0.2%**
531 Smoke or odor removal				
11-0100129-000	04/29/2011	15:04:00	86 Investigate	419 1 or 2 family dwelling
11-0100160-000	05/25/2011	10:09:00	86 Investigate	429 Multifamily dwelling
11-0100175-000	06/04/2011	15:08:00	87 Investigate fire out	500 Mercantile, business,
Incident Type Count: 3				**Percent of All: 0.7%**
542 Animal rescue				
11-0100135-000	05/05/2011	13:23:00	72 Assist animal	900 Outside or special
11-0100136-000	05/05/2011	18:03:00	72 Assist animal	900 Outside or special
11-0100187-000	06/14/2011	13:15:00	72 Assist animal	960 Street, Other
Incident Type Count: 3				**Percent of All: 0.7%**
550 Public service assistance, Other				
11-0100067-000	02/28/2011	14:22:00	71 Assist physically	419 1 or 2 family dwelling
11-0100124-000	04/24/2011	14:11:00	71 Assist physically	311 24-hour care Nursing
11-0100146-000	05/12/2011	09:51:00	71 Assist physically	419 1 or 2 family dwelling
11-0100159-000	05/24/2011	19:39:00	71 Assist physically	311 24-hour care Nursing
11-0100176-000	06/04/2011	19:45:00	70 Assistance, Other	960 Street, Other

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Incident	Alm Date	Time	Primary Action	Property Use
Incident Type Count: 5				**Percent of All: 1.2%**
551 Assist police or other governmental agency				
11-0100038-000	01/30/2011	05:48:00	71 Assist physically	429 Multifamily dwelling
11-0100056-000	02/22/2011	13:08:00	71 Assist physically	419 1 or 2 family dwelling
11-0100070-000	03/02/2011	16:16:00	70 Assistance, Other	419 1 or 2 family dwelling
11-0100080-000	03/08/2011	06:19:00	71 Assist physically	419 1 or 2 family dwelling
11-0100190-000	06/17/2011	16:12:00	71 Assist physically	419 1 or 2 family dwelling
11-0100219-000	07/13/2011	02:04:00	70 Assistance, Other	429 Multifamily dwelling
11-0100261-000	08/29/2011	09:28:00	73 Provide manpower	931 Open land or field
11-0100340-000	11/11/2011	16:19:00	73 Provide manpower	419 1 or 2 family dwelling
11-0100361-000	11/29/2011	19:07:14	92 Standby	965 Vehicle parking area
11-0100381-000	12/20/2011	14:33:44	92 Standby	419 1 or 2 family dwelling
Incident Type Count: 10				**Percent of All: 2.5%**
553 Public service				
11-0100206-000	06/27/2011	14:45:00	70 Assistance, Other	419 1 or 2 family dwelling
11-0100223-000	07/20/2011	11:33:00	70 Assistance, Other	419 1 or 2 family dwelling
11-0100263-000	08/30/2011	23:17:00	86 Investigate	419 1 or 2 family dwelling
11-0100264-000	08/31/2011	13:24:00	86 Investigate	419 1 or 2 family dwelling
11-0100278-000	09/16/2011	10:24:00	63 Restore fire alarm	419 1 or 2 family dwelling
11-0100279-000	09/16/2011	11:29:00	71 Assist physically	419 1 or 2 family dwelling
11-0100283-000	09/19/2011	15:30:00	70 Assistance, Other	419 1 or 2 family dwelling
11-0100284-000	09/20/2011	11:12:18	71 Assist physically	429 Multifamily dwelling
11-0100385-000	12/25/2011	02:04:00	80 Information,	419 1 or 2 family dwelling
Incident Type Count: 9				**Percent of All: 2.3%**
554 Assist invalid				
11-0100220-000	07/14/2011	15:32:00	70 Assistance, Other	419 1 or 2 family dwelling
Incident Type Count: 1				**Percent of All: 0.2%**
561 Unauthorized burning				
11-0100171-000	05/31/2011	20:33:00	80 Information,	419 1 or 2 family dwelling
11-0100244-000	08/15/2011	22:14:00	80 Information,	419 1 or 2 family dwelling
11-0100258-000	08/27/2011	19:00:00	80 Information,	419 1 or 2 family dwelling
11-0100260-000	08/28/2011	10:21:00	80 Information,	419 1 or 2 family dwelling
11-0100362-000	11/29/2011	22:23:01	10 Fire control or	419 1 or 2 family dwelling
11-0100375-000	12/15/2011	23:45:00	11 Extinguishment by	419 1 or 2 family dwelling

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Alarm Date Between {01/01/2011} And {12/28/2011} and Station = "1 "

Incident	Alm Date	Time	Primary Action	Property Use	
Incident Type Count:	**6**			**Percent of All:**	**1.5%**
600 Good intent call, Other					
11-0100010-000	01/13/2011	13:19:00	86 Investigate	500	Mercantile, business,
11-0100161-000	05/26/2011	06:46:00	70 Assistance, Other	419	1 or 2 family dwelling
Incident Type Count:	**2**			**Percent of All:**	**0.5%**
611 Dispatched & cancelled en route					
11-0100156-000	05/21/2011	22:50:00	93 Cancelled en route	419	1 or 2 family dwelling
11-0100180-000	06/08/2011	14:51:00	93 Cancelled en route	311	24-hour care Nursing
11-0100181-000	06/10/2011	05:38:00	86 Investigate	931	Open land or field
Incident Type Count:	**3**			**Percent of All:**	**0.7%**
621 Wrong location					
11-0100060-000	02/24/2011	08:42:00	82 Notify other	419	1 or 2 family dwelling
11-0100193-000	06/19/2011	14:46:00	00 Action taken, Other	419	1 or 2 family dwelling
Incident Type Count:	**2**			**Percent of All:**	**0.5%**
622 No Incident found on arrival at dispatch address					
11-0100121-000	04/21/2011	11:11:00	86 Investigate	419	1 or 2 family dwelling
Incident Type Count:	**1**			**Percent of All:**	**0.2%**
631 Authorized controlled burning					
11-0100132-000	05/04/2011	15:41:00	86 Investigate	419	1 or 2 family dwelling
11-0100203-000	06/23/2011	14:47:00	80 Information,	936	Vacant lot
11-0100274-000	09/14/2011	20:14:00	80 Information,	419	1 or 2 family dwelling
11-0100302-000	10/08/2011	19:53:00	80 Information,	419	1 or 2 family dwelling
Incident Type Count:	**4**			**Percent of All:**	**1.0%**
700 False alarm or false call, Other					
11-0100047-000	02/10/2011	13:09:00	86 Investigate	500	Mercantile, business,
11-0100072-000	03/03/2011	17:04:00	86 Investigate	519	Food and beverage sales,
11-0100108-000	04/09/2011	15:53:00	86 Investigate	419	1 or 2 family dwelling
11-0100184-000	06/11/2011	12:36:00	86 Investigate	961	Highway or divided
11-0100231-000	07/29/2011	18:09:59	00 Action taken, Other	400	Residential, Other
11-0200044-000	09/05/2011	22:07:00	86 Investigate	NNN	None

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Alarm Date Between {01/01/2011} And {12/28/2011}
and Station = "1 "

Incident	Alm Date	Time	Primary Action	Property Use	
700 False alarm or false call, Other					
11-1101003-000	10/11/2011	22:43:40	00 Action taken, Other	419	1 or 2 family dwelling
11-0100383-000	12/22/2011	09:39:01	63 Restore fire alarm	419	1 or 2 family dwelling
11-0100384-000	12/22/2011	10:45:12	93 Cancelled en route	519	Food and beverage sales,
Incident Type Count:	**9**			**Percent of All:**	**2.3%**
730 System malfunction, Other					
11-0100027-000	01/23/2011	12:49:00	86 Investigate	429	Multifamily dwelling
Incident Type Count:	**1**			**Percent of All:**	**0.2%**
733 Smoke detector activation due to malfunction					
11-0100048-000	02/12/2011	11:50:00	71 Assist physically	419	1 or 2 family dwelling
11-0100228-000	07/27/2011	01:37:36	86 Investigate	429	Multifamily dwelling
11-0100257-000	08/26/2011	18:00:00	80 Information,	419	1 or 2 family dwelling
11-0100311-000	10/21/2011	16:45:00	86 Investigate	419	1 or 2 family dwelling
Incident Type Count:	**4**			**Percent of All:**	**1.0%**
735 Alarm system sounded due to malfunction					
11-0100001-000	01/02/2011	05:10:00	86 Investigate	600	Ind., utility, defense,
11-0100069-000	03/02/2011	02:54:00	86 Investigate	213	Elementary school,
11-0100071-000	03/02/2011	17:10:00	63 Restore fire alarm	500	Mercantile, business,
11-0100166-000	05/29/2011	01:19:00	63 Restore fire alarm	519	Food and beverage sales,
11-0100205-000	06/24/2011	08:00:00	86 Investigate	600	Ind., utility, defense,
11-0100221-000	07/15/2011	00:51:00	86 Investigate	600	Ind., utility, defense,
11-0100319-000	10/28/2011	14:06:00	62 Restore sprinkler or	150	Public or government,
11-0100320-000	10/28/2011	18:53:00	62 Restore sprinkler or	150	Public or government,
11-0100322-000	10/28/2011	22:17:00	62 Restore sprinkler or	150	Public or government,
11-0100345-000	11/16/2011	17:42:00	63 Restore fire alarm	700	Manufacturing, processing
Incident Type Count:	**10**			**Percent of All:**	**2.5%**
743 Smoke detector activation, no fire - unintentional					
11-0100188-000	06/16/2011	15:30:00	86 Investigate	419	1 or 2 family dwelling
11-0100215-000	07/09/2011	12:20:00	86 Investigate	419	1 or 2 family dwelling
11-0100238-000	08/09/2011	13:06:00	86 Investigate	419	1 or 2 family dwelling
Incident Type Count:	**3**			**Percent of All:**	**0.7%**
744 Detector activation, no fire - unintentional					

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Alarm Date Between {01/01/2011} And {12/28/2011} and Station = "1 "

Incident	Alm Date	Time	Primary Action	Property Use	
744 Detector activation, no fire - unintentional					
11-0100147-000	05/13/2011	17:21:00	86 Investigate	419	1 or 2 family dwelling
Incident Type Count:	**1**			**Percent of All:**	**0.2%**
745 Alarm system activation, no fire - unintentional					
11-0100002-000	01/04/2011	06:49:00	86 Investigate	361	Jail, prison (not
11-0100323-000	10/28/2011	23:39:00	62 Restore sprinkler or	700	Manufacturing, processing
11-0100342-000	11/14/2011	15:42:00	63 Restore fire alarm	429	Multifamily dwelling
Incident Type Count:	**3**			**Percent of All:**	**0.7%**
746 Carbon monoxide detector activation, no CO					
11-0100353-000	11/18/2011	15:03:00	63 Restore fire alarm	700	Manufacturing, processing
Incident Type Count:	**1**			**Percent of All:**	**0.2%**
812 Flood assessment					
11-0100149-000	05/15/2011	21:18:00	79 Assess severe	946	Lake, river, stream
Incident Type Count:	**1**			**Percent of All:**	**0.2%**
900 Special type of incident, Other					
11-0100212-000	07/04/2011	21:00:00	00 Action taken, Other	NNN	None
Incident Type Count:	**1**			**Percent of All:**	**0.2%**

Total Incident Count: 391