



**AGENDA
PAYETTE CITY COUNCIL
July 16, 2012
REGULAR MEETING**

HONORABLE MAYOR JEFFREY T. WILLIAMS PRESIDING

**GEORGIA HANIGAN
LEE NELSON
CRAIG JENSEN**

**MARK HELEKER
IVAN MUSSELL
JEFF SANDS**

7:00 PM – Regular Meeting

I.	ROLL CALL	
II.	PLEDGE OF ALLEGIANCE	
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XII.	MAYOR'S COMMENTS	
XIII.	CITIZEN'S COMMENTS <i>(Limited to 5 minutes per person, at the discretion of the Mayor)</i>	
XIV.	ADJOURNMENT	

**MINUTES
PAYETTE CITY COUNCIL
Regular Meeting
July 2, 2012**

6:30 PM – Public Hearing

An application by Wayne Irvin for a variance to the requirement of off street parking at 200 North Main Street, Gorrie Addition, Block 7, Lots 1 & 2. The property is zoned C-1 Commercial.

Wayne Irvin, 1267 NE 10th Avenue, Payette, addressed the Council with a variance request for off-street parking at 200 North Main Street. He is remodeling the building and completing an exterior balcony which adds over 399 square feet to the building. The addition triggers compliance with parking requirements which he can't accommodate on the lot, it's too small and shares the same issues as every other business on Main Street. He said there is parking on the east and west side of Main Street and on 1st Avenue North. He said he spoke with his neighbors and they close in the afternoon so they wouldn't be affected by the additional parking. He said he is trying to improve the area. Council Jensen asked if there is currently any off street parking and Mr. Irvin said not really. Councilor Sands said he hopes the business is busy enough to have parking complaints and it will be good to see a business at the north end of town.

An application for Pablo Torres for a variance to the requirement of side yard setbacks at 408 South 11th Street, Fairview Addition, Block 1 North 46' 10 ½" of Lot 14. The property is zoned B-Residential.

Esmeralda Vargas 408 South 11th Street, interpreter for Mr. Torres and Pablo Torres were present. She said he made a carport from posts that were already there when he bought the property. She said he needs a 3' variance because he is within 5' of the property line. He is parking cars in it now. Mayor Williams asked if the carport was built with a building permit and Mr. Vargas said it was built without a permit. Mayor Williams asked if the property pins have been located or do they know their location. She answered that Mr. Torres is having financial problems and didn't get a survey because he can't afford it. She said there are some green stakes in the ground on the neighbor's property that might be property pins. Councilor Heleker asked if the carport was built based upon the location of the stakes or from what property line? She responded Mr. Torres thought he had an 8' setback, but when the inspector came measured he found out he didn't. Councilor Jensen asked if they hired a builder or was it there when they purchased the property. She said the posts were there he just enclosed the roof and the right side. Councilor Jensen asked who put the posts in the ground. Councilor Sands asked about who measured and how do you know how much of a variance is needed. Clerk Cordova said there is no way to know for sure without a survey. He purchased the property in 2009. Councilor Sands asked what happened in the Planning and Zoning meeting. The P&Z Commission granted a conditional use permit with the stipulations that a building permit be obtained and the building comply with all city codes within 90 days and the building not be located in any setbacks. The setback violation was discovered after they applied for a building permit and the building inspector visited the property. Jim Smith, an audience member, also was translating for Mr. Torres during the public hearing. Mr. Torres talked about snow falling from the roof and his neighbor's fence.

Pursuant to chapter 14 of title 50 of the Idaho Code, this shall serve as the summary of action taken by the City of Payette with respect to the following described property. The City has declared the property as underutilized or property which is no longer used for public purposes. The property has therefore been declared to be surplus property and may be offered for sale. The City further declared that if the property were to be sold, the subject property would be offered for sale with establishing a minimum price and being sold or conveyed for use of low or moderate income families per the agreement of receiving the property. The property which is the subject of this action is more particularly described as follows: 1012 1st Avenue South, Payette, ID

No public addressed this item.

City Attorney, Bert Osborn closed the public hearing at 7:07 PM.

A regular meeting of the Payette City Council was called to order at 7:070 PM by Mayor Williams in the City Council Chambers of Payette City Hall, 700 Center Avenue.

ROLL CALL

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

Members Absent: Lee Nelson

Staff Present: Mary Cordova, City Administrator; Mark Clark, Chief of Police; Bert Osborn, City Attorney; Randy Schwartz, WWTP Supervisor; Steve Castenada, Fire Chief; Doug Argo, City Engineer; Rob Woyak, Water Supervisor and Jennifer Kelley, HR

PLEDGE

Wayne Irvin led the pledge of allegiance.

CITIZENS COMMENTS

None

APPROVAL OF MINUTES

A motion was made by Heleker to approve the minutes with and seconded by Mussell to approve the minutes of 06-18-2012, with one correction; change Michigan to Minnesota.

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

APPROVAL OF BILLS & PAYROLL

A motion was made by Heleker and seconded by Jensen to approve the City Bills & Payroll in the amount of \$168,765.59.

At the roll call:

Ayes: Heleker, Mussell, Hanigan, Sands, Jensen

Nays:

The motion CARRIED.

SPECIAL ORDERS

None

COMMUNICATIONS

None

PLANNING & ZONING

A. Planning & Zoning minutes – May 24, 2012

OLD BUSINESS

None

NEW BUSINESS

A. Variance Application – Wayne Irvin

A motion was made by Heleker and seconded by Councilor Sands to approve the variance application for off-street parking requirements.

At the roll call:

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

Nays:

The motion CARRIED

B. Variance Application – Pablo Torres

A motion was made by Hanigan and seconded by Sands to deny the variance application as presented.

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

Clerk Cordova asked if the City should proceed with the abatement process or allow time to complete a survey and meet the conditions of the conditional use permit.

A motion was made by Hanigan and seconded by Jensen to allow Pablo Torres 90 days to comply with all building codes for the carport, including, but not limited to; a survey with placement of property pins and repairing any structural issues with the building.

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

C. Body Shop Fitness Center proposal – Jim Smith

Jim Smith, 1554 South 16th Street, owner of the Body Shop Fitness Center, presented the Council with an offer for employees and family members to use of their fitness facilities at a reduced price through payroll deduction. The City of Fruitland and Washington County are members too.

D. Danny & Patty Tilley – Water pressure

Mr. and Mrs. Tilley explained their low water pressure frustrations to the Council and Mayor. They live at 1630 2nd Avenue South, located between the canal and Highway 95. The 7-10 houses in that block are serviced by a 1" water line and there is not enough pressure to run a shower when her neighbors are watering their lawn or doing laundry. They wanted to know if the City or they could help the situation. Mrs. Tilley said they were told a holding tank and pump could help, but were worried it would take their neighbor's water. Rob Woyak, Water Superintendent, said the proper thing to do would be to go under the canal and connect to the water line on the 18th Street, but that would cost tens of thousands of dollars. The Council discussed various options, but no decision was made.

E. Award stoplight 95/52

This item will be on the next agenda.

DEPARTMENTAL REPORTS

- A. Airport Meeting – June 19th – Craig Jensen reported on the happenings of the Airport Commission.
- B. Admin & Finance Committee Meeting – June 19th – Mark Heleker spoke about budgeting process.
- C. Historical Commission Meeting – June 25th – Mark Heleker reported.
- D. Forestry Commission Meeting – June 26th – The Commission is adding some items to our website.
- E. SRT Report - Mayor Williams commented on Ontario's reduced funding to Snake River Transit.
- F. AIC Conference Report – Each Council member in attendance discussed an item of interest.
- G. Treasurer's Report- May 2012

MAYOR'S COMMENTS

None.

CITIZEN'S COMMENTS

None.

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

A motion was made by Heleker to adjourn to executive session per Idaho Code 67-2345(1) (f). and seconded by Jensen.

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

The Council adjourned to executive session at 9:36 P.M and reconvened at 9:36 P.M.

ADJOURNMENT

A motion was made by Heleker and seconded by Mussell to adjourn the regular meeting at 9:36 PM.

The motion CARRIED.

Signed this _____ day of _____, 2012.

Jeff Williams, Mayor

ATTEST:

Mary Cordova, City Clerk

CITY OF PAYETTE
JULY 16, 2012

CITY PAYROLL	7/13/2012	ET	115,082.58
A COMPANY INC - Greenway	07/12/12	6788	91.10
ACTION COURIERS - Water	07/12/12	6789	25.41
ALBERTSON'S FOOD - Legis,Exec, WWTP & Pool	07/12/12	6790	258.88
ANALYTICAL LABORATORIES - Water & WWTP	07/12/12	6791	1,184.00
B.C. SALES - Water	07/12/12	6792	90.65
BDS - Water & WWTP	07/12/12	6793	1,649.65
BURKE ELECTRIC - Admin	07/12/12	6794	150.00
CENTURYLINK - All Dept.	07/12/12	6795	1,379.83
CITY CLEANERS - Police	07/12/12	6796	187.87
CLAY PEAK LANDFILL - Park, Street & WWTP	07/12/12	6797	347.77
COMMERCIAL TIRE - Street	07/12/12	6798	139.90
DCS TECHNOLOGIES - Library	07/12/12	6799	886.25
DEPT. OF ENVIRONMENTAL QUALITY - WWTP	07/12/12	6800	43,831.17
DIG LINE - Street, Water & WWTP	07/12/12	6801	63.82
DRAPER ENTERPRISES - Police	07/12/12	6802	75.00
ERA - WWTP	07/12/12	6803	486.18
FERGUSON ENTERPRISES - Water	07/12/12	6804	110.19
FISHER SCIENTIFIC - WWTP	07/12/12	6805	427.18
FLEET SERVICES - All Dept.	07/12/12	6806	7,202.38
FUN 'N FIT INFLATABLES - Library	07/12/12	6807	190.00
GALL'S - Police	07/12/12	6808	26.50
GJZ ARCHITECTURE - Library	07/12/12	6809	4,420.00
HACH CHEMICAL - WWTP	07/12/12	6810	664.26
HANIGAN CHEVROLET - Water	07/12/12	6811	35.84
IDAHO CONCRETE - Street	07/12/12	6812	1,292.25
IDAHO DEPT. OF LABOR - Pool, Fire & Street	07/12/12	6813	977.79
IDAHO POWER - All Dept.	07/12/12	6814	14,337.89
IDAHO RURAL WATER ASSOCIATION - Water	07/12/12	6815	600.00
INDUSTRIAL WORLD - Street & Shop	07/12/12	6816	571.80
INTERMOUNTAIN COMMUNITY BANK - All Dept.	07/12/12	6817	3,020.14
INTERMOUNTAIN GAS - All Dept.	07/12/12	6818	3,129.41
INTERSTATE ALL BATTERY - Fire	07/12/12	6819	287.60
IRVCO ASPHALT & GRAVEL - Street	07/12/12	6820	347.73
ISPEED - Admin & Police	07/12/12	6821	160.00
JENSEN, CRAIG - Legis	07/12/12	6822	22.00
KELLEY, JENNIFER A. - Admin	07/12/12	6823	66.00
KENWORTH SALES - WWTP	07/12/12	6824	115.76
LINDSAY ECOWATER - Library	07/12/12	6825	5.00
METROQUIP - Street	07/12/12	6826	408.55
MICROMARKETING - Library	07/12/12	6827	65.60
NAPA AUTO PARTS - All Dept.	07/12/12	6828	896.35
NATIONAL COATINGS - WWTP	07/12/12	6829	3,720.00
NORTH VERDE AUTO SALVAGE - Police	07/12/12	6830	35.00
ONTARIO BEARING & HYDRAULIC - Police & Street	07/12/12	6831	87.34
ONTARIO FLOORS TO GO - Pool	07/12/12	6832	580.00
OSBORN, BERT L. - Admin	07/12/12	6833	2,600.00
OXARC - WWTP	07/12/12	6834	919.64
PAPERCLIPS A MORE - Library	07/12/12	6835	291.49
PAYETTE LAWCARE - Fire & Street	07/12/12	6836	4,958.00
PAYETTE TIRE - Police	07/12/12	6837	70.65
PETTY CASH - Library	07/12/12	6838	156.99
PIPECO - Park	07/12/12	6839	286.64
POOLE OIL - Airport	07/12/12	6840	2,285.84
RHINEHART, LARRY & KATHY - Admin & Library	07/12/12	6841	1,450.00
S&H TERMINAL - Street	07/12/12	6842	271.46
SAFETY DEPOT - Police	07/12/12	6843	57.95
SAV-ON BLDG - Street	07/12/12	6844	271.08
SNAKE RIVER ECONOMIC ALLIANCE - Legis	07/12/12	6845	7,500.00
SPECIALTY CONSTRUCTION SUPPLY - Street	07/12/12	6846	975.00
STAPLES - Police	07/12/12	6847	208.97
STATE TAX COMMISSION - Pool & Library	07/09/12	6786	1,205.88
T.A. WELDING - WWTP, Street & Pool	07/12/12	6848	1,536.20
THORNTON PUBLISHING - Library	07/12/12	6849	179.00
TOOMBS JANITORIAL - Pool	07/12/12	6850	378.56
TREASURE VALLEY PLUMBING - Admin	07/12/12	6851	188.00
VERIZON - All Dept.	07/12/12	6852	688.53
WIENHOFF DRUG TESTING - Fire, Street & Pool	07/12/12	6853	235.00

236,447.50



James —
You & your crew did a
great job on 75 N. Iowa's
retaining wall. Everyone who
comes by says it is beautiful.
Thank you.
Chlo —



**HOLLADAY
ENGINEERING CO.**
ENGINEERS • CONSULTANTS

June 27, 2012

Payette City Council
700 Center Avenue
Payette, Idaho 83661

**RE: Bids for Traffic Signal at Intersection of US-95 and SH-52
HECO Job No. CP11-0326A**

Dear City Council:

Bids for construction of the above referenced project were received and opened on June 27, 2012. Three bids were received and opened by City staff. We have reviewed these bids which were from: 1) WF Construction and Sales; 2) Power Plus, Inc., and 3) Quality Electric.

The bid from Quality Electric was informal and was not read aloud as it did not include the acknowledgment sheet from the one addendum. This bid has been discarded per Section 14.1 of the Instructions to Bidders.

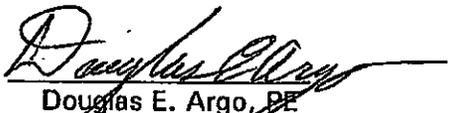
The bid from Power Plus, Inc. did not include the \$8,000 estimated value for reimbursement of the electrical hook-up. This amount was specified in the addendum. Adding this amount to the remainder of the Power Plus bid results in a total of \$326,804.

The bid from WF Construction and Sales totaled \$324,858 and is the lowest responsible bidder. We therefore recommend awarding the bid to WF Construction and Sales for a sum of \$324,858 if sufficient funding can be obtained for the project.

A tabulation of the bids is attached.

Sincerely,

Holladay Engineering Company,

By: 
Douglas E. Argo, PE
Payette City Engineer

/BID TABULATION
 ITD Project # A012(357)
 Key # 12357

CITY OF PAYETTE
 TRAFFIC SIGNAL AT THE INTERSECTION OF US-95 SH-52

Description	Unit	Amount	Quality Electric Inc.		Power Plus, Inc.		W/F Construction & Sales	
			Unit	Extended Total	Unit	Extended Total	Unit	Extended Total
Removal of Obstructions and Excavation	LS	1	\$15,050.00	\$15,050.00	\$15,400.00	\$15,400.00	\$13,200.00	\$13,200.00
Excavation of Soft Spots	CY	10	\$35.48	\$354.80	\$50.00	\$500.00	\$33.00	\$330.00
Granular Subbase	Ton	180	\$30.10	\$5,418.00	\$31.00	\$5,580.00	\$28.00	\$5,040.00
Aggregate Type B for Base	LS	1	\$6,820.88	\$6,820.88	\$6,980.00	\$6,980.00	\$6,400.00	\$6,400.00
Superpave HMA CI SP-4	LS	1	\$12,900.00	\$12,900.00	\$13,200.00	\$13,200.00	\$12,000.00	\$12,000.00
Concrete Sidewalks and Ramps	LS	1	\$5,576.03	\$5,576.03	\$6,000.00	\$6,000.00	\$11,850.00	\$11,850.00
Comb. Curb & Gutter Ty A or C, 2	FT	273	\$32.79	\$8,961.67	\$16.50	\$4,504.50	\$21.00	\$5,733.00
Sign Salvage & Installation with Posts & Brackets	LS	1	\$3,715.20	\$3,715.20	\$1,100.00	\$1,100.00	\$3,650.00	\$3,650.00
Traffic Control	LS	1	\$8,924.65	\$8,924.65	\$9,130.00	\$9,130.00	\$8,750.00	\$8,750.00
Traffic Signal Installation	LS	1	\$177,075.00	\$177,075.00	\$198,960.00	\$198,960.00	\$186,280.00	\$186,280.00
Directed Surveying (2-Person Crew)	HR	10	\$150.50	\$1,505.00	\$55.00	\$550.00	\$32.00	\$320.00
Directed Surveying (Office Computations)	HR	20	\$80.63	\$1,612.60	\$33.00	\$660.00	\$42.00	\$840.00
Survey	LS	1	\$6,342.50	\$6,342.50	\$3,900.00	\$3,900.00	\$2,525.00	\$2,525.00
Odification of Pav Markings	SF	1,030	\$5.61	\$5,778.30	\$4.90	\$5,047.00	\$1.50	\$1,545.00
Adjust Valve Covers	EA	3	\$365.50	\$1,096.50	\$375.00	\$1,125.00	\$342.00	\$1,026.00
Adjust Manhole	EA	1	\$483.75	\$483.75	\$495.00	\$495.00	\$456.00	\$456.00
Multiple Approach Video Detection System	LS	1	\$20,880.00	\$20,880.00	\$17,570.00	\$17,570.00	\$21,965.00	\$21,965.00
Power Service	CA	1	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	\$8,000.00
Pav Marking	FT	2,210	\$0.70	\$1,547.00	\$0.65	\$1,436.50	\$0.30	\$663.00
Special Pav Markings	SF	870	\$1.96	\$1,705.20	\$3.30	\$2,871.00	\$1.00	\$870.00
Adjust Fire Hydrant	EA	1	\$3,386.25	\$3,386.25	\$3,465.00	\$3,465.00	\$3,150.00	\$3,150.00
Remove and Reset Sign	EA	7	\$26.88	\$188.16	\$50.00	\$350.00	\$26.00	\$182.00
Temporary Construction Fence	LS	1	\$860.00	\$860.00	\$880.00	\$880.00	\$540.00	\$540.00
Landscape Repair	LS	1	\$1,290.00	\$1,290.00	\$5,100.00	\$5,100.00	\$5,000.00	\$5,000.00
Mobilization	LS	1	\$16,860.30	\$16,860.30	\$16,000.00	\$16,000.00	\$24,543.00	\$24,543.00
TOTAL				\$326,804.00		\$326,804.00		\$324,858.00

+ \$8,000
 = \$326,804

**EJCDC
AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)
FUNDING AGENCY EDITION**

THIS AGREEMENT is by and between City of Payette, Idaho (Owner)

and WF Construction and Sales, LLC (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This project includes furnishing and installing a traffic signal; constructing curb, gutter, and sidewalks; minor pavement patching; and minor sign work.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Traffic Signal at the intersection of US95 & SH52

ARTICLE 3 - ENGINEER

3.01 The Project bid package has been assembled by

Holladay Engineering Company
32 N. Main Street
P.O. Box 235
Payette, ID 83661
Telephone: (208) 642-3304

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 60 working days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph

14.07 of the General Conditions within 75 working days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$900 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C. All specific cash allowances are included in the prices and have been computed in accordance with Paragraph 11.02 of the General Conditions.

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

A. ~~For all Work other than Unit Price Work, a Lump Sum of:~~

_____ \$ _____
(use words)

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this Paragraph 5.01.B:

See attached Bid Form document for Unit Price Work.

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

- a. 95 percent of Work completed (with the balance being retainage); and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.03 Final Payment

A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay Contractor as provided in Paragraph 14.07 of the General Conditions the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum legal rate.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

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

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

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

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
 2. Performance bond (pages 0 to 1, inclusive).
 3. Payment bond (pages 0 to 1, inclusive).
 4. Other bonds (pages n/a to n/a, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
 5. General Conditions (pages 1 to 57, inclusive).
 6. Supplementary Conditions (pages 1 to 3, inclusive).
 7. Special Conditions (pages 1 to 24, inclusive).
 8. Specifications as listed in the table of contents of the Project Manual.
 9. Drawings consisting of 26 sheets with each sheet bearing the following general title: Traffic Signal at the intersection of US-95 and SH-52.
 10. Addenda (numbers 0 to 1, inclusive).
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (pages 0 to 1, inclusive).
 - b. Contractor's Bid (pages 1 to 7, inclusive).
 - c. Documentation submitted by Contractor prior to Notice of Award (pages none to _____, inclusive).
 - d. none.
 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four copies. One counterpart each has been delivered to Owner, Contractor, Engineer, and Agency. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective July 16, 2012 (which is the Effective Date of the Agreement). This Agreement shall not be effective unless and until Agency's designated representative concurs.

OWNER:

CONTRACTOR:

City of Payette

WF Construction and Sales, LLC

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Designated Representatives:

Designated Representatives:

Name: _____

Name: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

700 Center Avenue

PO Box 575

Payette, Idaho 83661

Meridian, Idaho 83680

Phone: 208-642-6024 FAX: 208-642-1412

Phone: 208-895-0600 FAX: 208-895-0625

License No.: 15918-AAA-1-2

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

Agent for service or process: _____

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

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency: n/a

By: n/a

Date: _____

Title: _____

OFFICIAL BIDDING
DOCUMENTS 

CITY OF PAYETTE, IDAHO

PROJECT MANUAL

FOR

TRAFFIC SIGNAL
AT THE INTERSECTION OF
US-95 AND SH-52

ITD PROJECT NO. A012(357) KEY# 12357

JUNE 2012



HECO PROJECT NO. CP 11-0326A

PREPARED BY:
HOLLADAY ENGINEERING COMPANY
PAYETTE, IDAHO

DESIGN BY:
HOLLADAY ENGINEERING COMPANY
&
SIX MILE ENGINEERING, P.A.

NOTE TO BIDDER: Use typewriter or BLACK ink for completing this Bid Form.

BID FORM

To: City of Payette

Address: 700 Center Avenue, Payette, ID 83661

Project Identification: Traffic Signal at the Intersection of US95 and SH52

Contract No.: CP 11-0326A

1. BIDDER'S DECLARATION AND UNDERSTANDING

- 1.1. This Bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from Bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- 1.2. The Bidder understands and agrees that if a contract is awarded, the OWNER may elect to award all schedules under one contract, separately, or in any combination that best serves the interests of the OWNER.
- 1.3. In submitting this Bid, Bidder acknowledges and accepts CONTRACTOR'S representations as more fully set forth in the Agreement Form.
- 1.4. In submitting this Bid, Bidder certifies Bidder is qualified to do business in the state where the project is located as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

2. CONTRACT EXECUTION AND BONDS

- 2.1. The undersigned Bidder agrees, if this Bid is accepted, to enter into an Agreement with OWNER on the form included in the Bidding Documents to perform and furnish Work as specified or indicated in the Bidding Documents for the Contract Price derived from the Bid and within the Contract Times indicated in the Agreement and in accordance with the other terms and conditions of the Bidding Documents.
- 2.2. Bidder accepts the terms and conditions of the Bidding Documents.

3. INSURANCE

- 3.1. Bidder further agrees that the Bid amount(s) stated herein includes specific consideration for the specified insurance coverages.

4. CONTRACT TIMES

4.1. Bidder agrees to accept Contract Times set forth in the Agreement Form.

5. LIQUIDATED DAMAGES

5.1. Bidder accepts the provisions in the Agreement Form as to liquidated damages.

6. ADDENDA

6.1. Bidder hereby acknowledges that it has received Addenda Nos. #1, _____, _____, _____, _____, _____, (Bidder shall insert number of each Addendum received) and agrees that Addenda issued are hereby made part of the Bidding Documents, and Bidder further agrees that this Bid includes impacts resulting from said Addenda.

7. SUBCONTRACTORS

7.1. Bidder acknowledges that the following firms or businesses may be awarded subcontracts for the following portions of the Work in the event that Bidder is awarded the contract:

<u>Work to be Performed</u>	<u>Public Works License No.</u>	<u>Dollar Amount of Sub-Contract</u>	<u>Subcontractor's Name & Address</u>
ELECTRICAL	10145-U-4	197,955 --	QUALITY ELECTRIC 5225 IRVING ST. BOISE, ID 83706

8. SALES AND USE TAXES

8.1. The Bidder agrees that sales and use taxes are included in the stated Bid prices for the work, unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax.

8.2. In accordance with Idaho Code, Title 63, Section 1503, the Bidder, in consideration of securing the business of erecting or constructing public works in this state, recognizing that the business in which they are engaged is of a transitory character, and that in the pursuit thereof, its property used therein may be without the state when taxes, excises, or license fees to which they are liable become payable, agrees:

8.2.1. To pay promptly when due all taxes, (other than on real property), excises, and license fees due to the state, its subdivisions, and municipal and quasi-municipal

corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;

8.2.2 That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon its property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that, in the event of its default in the payment of securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due them hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said CONTRACTOR is liable.

9. ITEMIZED BID

9.1 Pay Items

All pay items shall be supplied and constructed in accordance with the plans and specifications and are not intended to modify the work. ALL CONSTRUCTION AND MATERIALS SHALL BE IN CONFORMANCE WITH THE 2004 Idaho Transportation Department Standard Specifications for Highway Construction, January 2012 Supplemental Specifications, and Special Provisions-State Aid (SP-SA). This is NOT a federally funded project. Any conflicts with the above specifications and these bid documents, the bid documents take precedence.

Bidder further proposes to accept as full payment for the Unit Price Work proposed herein the amounts computed under the provisions of the Bidding Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. Bidder agrees that the unit prices represent a true measure of the labor, materials, and services required to furnish and install the item, including all allowances for overhead and profit for each type and unit of Work called for in these Bidding Documents.

9.1.1 Base Bid

Bid Item	Description	Unit	Amount	Unit Price	Extended Total Amount
203-005A	Removal of Obstructions and Excavation	LS	1	13,200 ⁻	13,200 ⁻
203-070A	Excavation of Soft Spots	CY	10	33 ⁻	330 ⁻
301-005A	Granular Subbase	Ton	180	28 ⁻	5,040 ⁻
303-022A	Aggregate Type B for Base	LS	1	6,400 ⁻	6,400 ⁻
405-025A	Superpave HMA CI SP-4	LS	1	12,000 ⁻	12,000 ⁻
613-005A	Concrete Sidewalks and Ramps	LS	1	11,850 ⁻	11,850 ⁻
615-430A	Comb. Curb & Gutter Ty A or C, 2	FT	273	21 ⁻	5,733 ⁻
616-000	Sign Salvage and Installation with Posts and Brackets	LS	1	3,650 ⁻	3,650 ⁻
626-000	Traffic Control	LS	1	8,750 ⁻	8,750 ⁻

656-005A	Traffic Signal Installation	LS	1	186280 ⁻	186280 ⁻
S105-05A	Directed Surveying (2-Person Crew)	HR	10	32 ⁻	320 ⁻
S105-05B	Directed Surveying (Office Computations)	HR	20	42 ⁻	840 ⁻
S105-10A	Survey	LS	1	2525 ⁻	2525 ⁻
S203-20A	Obliteration of Pav Markings	SF	1,030	159 ⁻	1545 ⁻
S600-05A	Adjust Valve Covers	EA	3	342 ⁻	1026 ⁻
S605-05A	Adjust Manhole	EA	1	456 ⁻	456 ⁻
S656-10A	Multiple Approach Video Detection System	LS	1	21965 ⁻	21,965 ⁻
S900-50B	Power Service	CA	1	8,000 ⁻	8,000 ⁻
S900-60A	Pav Marking	FT	2,210	0 ²⁰	663 ⁻
S900-65A	Special Pav Markings	SF	870	1 ⁻	870 ⁻
S901-05A	Adjust Fire Hydrant	EA	1	3150 ⁻	3150 ⁻
S901-05B	Remove and Reset Sign	EA	7	26 ⁻	182 ⁻
S911-05A	Temporary Construction Fence	LS	1	540 ⁻	540 ⁻
S912-05A	Landscape Repair	LS	1	5,000 ⁻	5,000 ⁻
Z629-05A	Mobilization	LS	1	24543 ⁻	24,543 ⁻
Total Cost				# 324,858 ⁰⁰	

9.2 BID SUMMARY

9.2.1 Total Project Bid with Alternate Bid Items \$ 324,858⁰⁰
(numbers)

THREE HUNDRED TWENTY FOUR THOUSAND EIGHT HUNDRED FIFTY EIGHT AND NO CENTS
(Words)

9.3 Bid Item Descriptions

The following bid item clarifications, when referencing standard bid items obtained from the Idaho Transportation Department Standard Specifications (Standard Specifications), shall add to and/or clarify the descriptions contained in Standard Specifications. These bid item clarifications shall not replace the Standard Specifications descriptions unless they specifically state otherwise. The Contractor shall be responsible for reviewing and following the referenced Standard Specifications descriptions with the following modifications. If the bid item is not listed and clarified in this section, the applicable Standard Specifications descriptions shall apply as they appear in Standard Specifications.

NOTE: Items beginning with "S" are defined in the Special Provisions portion of this contract book.

NOTE: The quantities shown on the plan sheets are to assist the Contractor in determining where materials are required. These quantities may not accurately reflect the quantities required in the field.

203-005A - Removal of Obstructions and Excavation

Item shall include (but not be limited to) removal and off-site disposal of all concrete,

asphalt, clearing and grubbing, tree removal where necessary, and all other obstructions. Item includes excavation to prescribed elevations and proper disposal of excavated materials. Disposal location to be provided by the contractor. Item includes all requirements in Standard Specifications section 203 except as specifically modified in the bid documents. Removal and replacement of existing improvements which are in conflict with the construction work is included in this item. Pay unit is per LUMP SUM.

203-070A – Excavation of Soft Spots

Item shall include excavation of unsuitable subgrade soils encountered at the design subgrade elevation and placement of non-woven Subgrade Separation Geotextile Type II (Standard Specifications Section 718.07). Contractor shall not excavate unsuitable soil until the limits of unsuitable soil are agreed to by the Engineer. Contractor shall select and use equipment and methods to minimize pumping of soil material. Request for additional payment for over excavation and geotextile stabilizing will not be considered by the City if the use of track equipment and/or a modified construction procedure to remove and/or place materials could eliminate the problem. Excavated soft spots shall be backfilled with compacted granular subbase which will be paid for under Item 301-005A. Pay unit shall be per CUBIC YARD.

301-005A – Granular Subbase

Item includes supplying, placing, and compacting granular subbase material as shown on the plans. Pay unit is per TON.

303-022A – Aggregate Type B for Base

Item includes supplying, placing and compacting untreated ¾-inch crushed aggregate Type B, per Standard Specifications. This item includes all crushed aggregate for the entire project including material placed to support either asphalt or concrete. Pay unit is per LUMP SUM.

405-025A - Superpave HMA CI SP-4

Item includes supplying, placing, and compacting hot mix asphalt meeting the specifications for Superpave HMA Pavement Class SP-4 including Asphalt and antistrip additives. Item includes supplying and placing CSS-1 diluted emulsified asphalt for tack coat per Standard Specifications. Pay unit is per LUMP SUM.

613-005A – Concrete Sidewalks and Ramps

Item includes all grading, labor, equipment, and materials to construct the sidewalks and urban approaches with truncated domes (pedestrian ramps) as shown on the plans. Pay unit is per LUMP SUM.

615-430A - Comb. Curb & Gutter Type A or C, 2

Item includes supplying all grading, materials, labor, and equipment to install the combined curb and gutter as shown on the plans. Curb and Gutter may be either cast in place (Type A) or extruded (Type C) concrete. Pay unit is per FOOT.

616-000 - Sign Salvage and Installation with Posts and Brackets

Item includes salvaging existing signs, disposing of existing signs and posts, and supplying all necessary new materials (including posts, signs, brackets, etc.), labor, and equipment to install all signs as shown on the plans. Pay unit shall be per LUMP SUM.

626-000 – Traffic Control

Item includes all traffic control materials and personnel to install and maintain all necessary traffic control for the life of the project. Flaggers are included in this item. Traffic control must comply with the approved traffic control plan as prepared by the contractor (see Special Provisions, Contractor's Notes). Pay unit shall be LUMP SUM.

Z629-05A - Mobilization

Item includes preparation, implementation, maintenance, and removal of an Erosion and Sediment Control Plan for the project. See Special Provisions for additional requirements for the Erosion and Sediment Control Plan. Pay unit is per LUMP SUM.

S105-5A to S912-05A – SEE SPECIAL PROVISIONS

10. SURETY

If Bidder is awarded a construction contract from this Bid, the surety who provides the Performance and Payment Bonds shall be:

Name NORTH AMERICAN SPECIALTY INSURANCE COMPANY

Address 475 NORTH MARTINGALE ROAD, SUITE 850, SCHAMBURG, IL 60173

11. LICENSES

Idaho Public Works Contractor License No.: 15918-AAA-1-Z

12. BIDDER

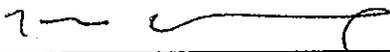
An Individual:

By: ~~Individual's Name & Signature~~

LIMITED LIABILITY COMPANY

~~A Partnership:~~

By: WF CONSTRUCTION & SALES LLC
Partnership Name
LLC


Name & Signature of General Partner

KEVIN WADE, LLC MEMBER
Title

~~A Corporation:~~

~~By:~~

~~Corporation Name~~

~~State of Incorporation~~

~~By:~~

~~Name & Signature of Person Authorized to Sign~~

~~Title~~

~~(Corporate Seal)~~

~~A Joint Venture:~~

~~By:~~

~~Business Name~~

~~Name & Signature of Person Authorized to Sign~~

~~By:~~

~~Business Name~~

~~Name and Signature of Person Authorized to Sign~~

Each joint venturer must sign. The manner of signing each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

All Bidders:

Name, Phone & Fax Numbers and Address for receipt of official communications and for additional information on this Bid:

KEVIN WADE, WF CONSTRUCTION - SALES LLC

P.O. BOX 575, MERIDIAN, ID 83680

PHONE: (208) 895-0600 FAX: (208) 895-0625

SUBMITTED ON JUNE 27th, 2012.



CITY OF PAYETTE, IDAHO

AGENDA STATEMENT

To: Payette City Council
From: Bobbie Black, Deputy City Clerk
Date: 7/10/2012
Re: Historical Commission

BACKGROUND & JUSTIFICATION: Don Belvoir's 1 year term on the Historical Commission expires July, 31 2012 and Marcia Gray and Patty Theurer's 2 year terms expire on July 31, 2012.

FISCAL IMPACT: None

RECOMMENDATION: Recommend that City Council approves the re-appointment from the Mayor of Don Belvoir on the Historical Commission to expire on July 31, 2013 and Marcia Gray and Patty Theurer on the Historical Commission to expire on July 31, 2014.

Colleen Bonnell
Payette Public Library
24 South 10th St
Payette, ID 83661

Miss Colleen Bonnell,

Rumor has reached me that there may be an open seat on the library's Board of Trustees. Let me tell you about myself, and let you decide if I might be a good fit.

My family and I moved to Payette in 2007 from western Oregon. Currently, I am a deputy for the Payette County Sheriff, working in the 9-1-1 dispatch center. I hold an Oregon teaching certificate and taught high school for two years. I have also taught GED and Adult Basic Education classes for Treasure Valley Community College. Prior to moving to Payette, I managed business-class hotels along the I-5 corridor.

It was my work at hotels that gave me most of my experience with budgets, contracts, property management and personnel management. I have created budgets based on \$2 million revenues for hotels and convention centers. I understand the library expansion will have a large conference room, which I believe can be a great asset for the city if properly utilized. My hotels, on average, had 100 business-class suites and convention space suitable for up to 300 people. Most hotels had a staff of roughly 30 employees, including housekeepers, maintenance, and guest services personnel. It was my task to establish policies relevant to individual hotels and departments, as well as set guidelines for hiring practices and wages. I have negotiated contracts with local businesses, government agencies, and large networks.

You've met my family, and know of our great love of books. We believe that a library is the heart of any city, and should be treated as such. As a matter of fact, proximity to the library was one of the determining factors in purchasing our house in Payette. I am an advocate for the services provided by the library, and would enjoy doing so as a member of the Board of Trustees.

If you have any questions, feel free to ask!



Stephen Cook
1129 3rd Ave N
Payette, ID 83661
208-642-4538
STEPHENMCOOK@Q.COM



**City of Payette
Appointment Boards/Commissions Application**

Name: Chris A Mayes
(First) (Middle) (Last)

Street: 5225 Little Willow Road Payette ID 83661
(Street) (City) (Zip)

Are you a City Resident? no Home Phone: 208 230 0571

Occupation: Plant Manager Work Phone: 208 642 6367

Employment: Seneca Foods
(Name of Employer)

25 n 6th Payette 83661
(Street) (City) (Zip)

Please list your qualifications for effective Board membership (Include all City Boards you serve on and any relevant experience/expertise in the area you wish to serve):

I can provide some insight from an industrial
user. I currently manage 85 people and
a budget for the facility.

Reason for seeking appointment (Areas of interest, goals, etc.):

To serve my community.

Are there any reasons you may have a conflict of interest if you were appointed to a Board of Commission which you listed? no If yes, please explain.

I work for Seneca Foods in Payette and
don't feel this will create a conflict of
interest.

References (Non-family, these may be personal or professional):

Kim Burchdorf 1085 Highland - Boise ID 83709 (208) 871-7125
(Name) (Address) (Phone)

Sam Hibma 337 17th Avenue North (208) 642-2977
(Name) (Address) Payette (Phone)

Signature: [Signature] Date: 6/20/12

PURCHASE AGREEMENT

THIS AGREEMENT is made this ___ day of July, 2012, between City of Payette, through its City Council, herein called "CITY" AND Malheur Federal Credit Union, herein called "SELLER." The construction of the traffic signal at the intersection of US95 and SH62 shall be defined as the "Construction Project" referenced herein.

NOW THEREFORE, for good and sufficient consideration, IT IS AGREED:

1. **Title Transfer.** Seller agrees to sell and CITY agrees to purchase a right-of-way, together with all improvements, damages, and permanent easements, if any, associated therewith. The street address and the legal description of the right-of-way property, improvements and damages purchased are attached hereto as Exhibit A (the "Property").
2. **Payment.** In consideration for the purchase of the Property, CITY shall pay to Seller and Seller's lien holders, if any, the purchase price set out on Exhibit B attached hereto (the "Just Compensation"). The Just Compensation shall be paid to Seller upon Seller's execution and delivery to CITY of a notarized deed and/or easement reflecting the interest being sold.
3. **Temporary Construction Easement.** Seller hereby grants to CITY and its contractor(s) a temporary easement on, over, across, and through Seller's adjoining property for the ingress and egress to and construction on the Property. The temporary construction easement is attached hereto as Exhibit C. This easement will terminate upon completion of the construction project.
4. **Access.** Access to and from US HWY 95 and the property shall remain at the present driveway locations.
5. **Possession.** Upon execution of this Agreement and the payment by CITY of the Just Compensation and receipt thereof by the Seller, Seller hereby grants possession of the Property to CITY for construction of the right-of-way.
6. **Hazardous Materials.** This Agreement is conditioned upon Seller's full disclosure of any hazardous materials. To the best of Seller's knowledge, no hazardous materials have been stored or spilled on the Property during Seller's ownership or during previous ownerships. In the alternative, if Seller has knowledge of storage or spill of hazardous materials on the Property, that information is set out on Exhibit B.
7. **Entire Agreement.** The parties have herein set out the whole of their agreement and the terms and conditions have been negotiated in good faith by both parties hereto. CITY payment of the Just Compensation shall constitute the entire consideration for the sale of the Property and shall relieve CITY from any future claims or obligations on account of the location, grade, and/or construction of the proposed right-of-way, or any other damages of Seller related to CITY'S purchase of the Property.
8. **Binding Effect.** This contract shall be binding when executed by the Seller and CITY'S authorized representative.

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

CITY OF PAYETTE

SELLER

Jeff Williams, Mayor

EXHIBIT A

Boundary Description for Malheur Federal Credit Union Right-of-way

Street address:

216 S. 16th Street, Payette, Idaho 83661

Land in the City of Payette, Payette County, Idaho, as follows:

In Twp. 9 N., R. 5 W., B.M.:

Section 34: In the NE1/4SW1/4, and being a portion of the property described in the Bargain and Sale Deed to Malheur Federal Credit Union, recorded January 12, 2007 at instrument no. 341428, and further described in the Record of Survey recorded February 21, 2007 at instrument no. 342458, records of Payette County, and being a portion of Lots 8,9, and 10, Block 30 of the Amended Plat of Melchers Addition to Payette, as per Plat in Book 9, Page 14, plat records, more particularly described as follows:

BEGINNING at the northeast corner of said Lot 10, being the intersection of the south line of 2nd Avenue South and the west line of South 16th Street (U.S. Highway 95);

thence along the south line of said 2nd Avenue South, S89°49'13"W 24.00 feet;

thence leaving said south line, S48°59'44"E 31.89 feet;

thence following said west line, N00°11'01"W 21.00 feet, to the **POINT OF BEGINNING.**

EXHIBIT B

Street address:

216 S. 16th Street, Payette, Idaho 83661

Legal description of purchased Property (See Exhibit A above)

Seller's disclosure of hazardous materials:

(1) None _____, or
(Seller's Initials)

(2) Seller's disclosure: _____

JUST COMPENSATION

252 +/- square feet of property

\$0.00

In-lieu of monetary compensation, City shall be responsible to construct a traffic signal and associated improvements to the existing sidewalk. City shall repair any damages to Seller's adjacent improvements which are caused by construction. Said construction shall be complete within 2 years of the effective date of this agreement.

EXHIBIT C

**Boundary Description for Malheur Federal Credit Union
Temporary Construction Easement**

Land in the City of Payette, Payette County, Idaho, as follows:

In Twp. 9 N., R. 5 W., B.M.:

Section 34: In the NE1/4SW1/4, a strip of land 10 feet in width and being a portion of the property described in the Bargain and Sale Deed to Malheur Federal Credit Union, recorded January 12, 2007 at instrument no. 341428, and further described in the Record of Survey recorded February 21, 2007 at instrument no. 342458, records of Payette County, and being a portion of Lots 8, 9, and 10, Block 30 of the Amended Plat of Melchers Addition to Payette, as per Plat in Book 9, Page 14, plat records, said strip lying west of and adjacent to the following described reference line:

COMMENCING at the northeast corner of said Lot 10, being the intersection of the south line of 2nd Avenue South and the west line of South 16th Street (U.S. Highway 95);

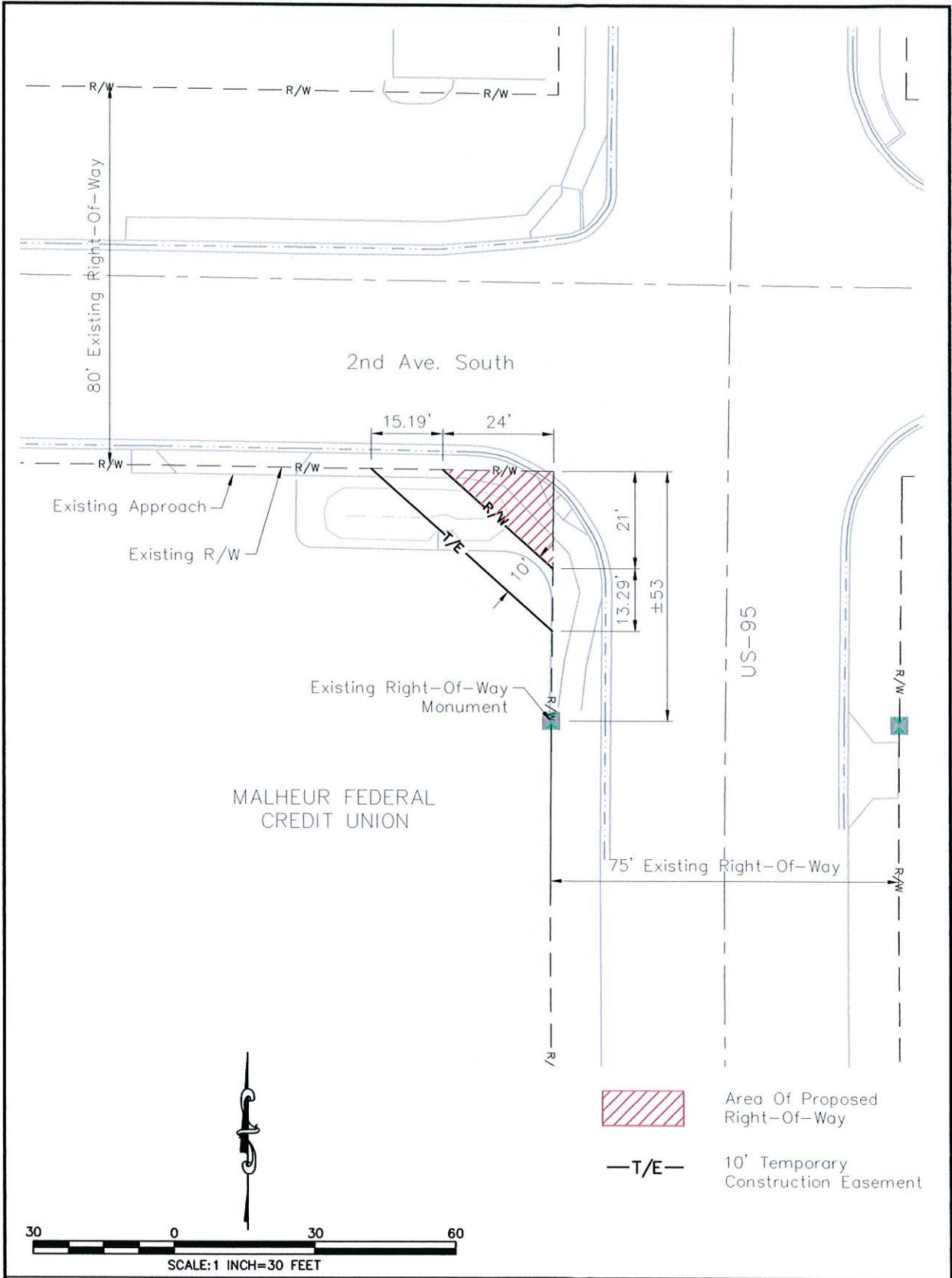
thence along the south line of said 2nd Avenue South, S89°49'13"W 24.00 feet, to the **POINT OF BEGINNING** of said reference line;

thence along said south line, S89°49'13"W 15.19 feet;

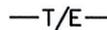
thence leaving said south line, S48°59'44"E 52.07 feet;

thence following said west line, N00°11'01"W 13.29 feet;

thence leaving said west line, N48°59'44"W 31.89 feet, to the south line of said 2nd Avenue South and the **POINT OF TERMINUS** of said reference line.



Area Of Proposed Right-Of-Way



10' Temporary Construction Easement



HOLLADAY ENGINEERING CO.
 ENGINEERS • CONSULTANTS
 32 N Main • PO Box 235 • Payette, ID 83661
 (208) 642-3304 • hec@holladayengineering.com

**PROPOSED RIGHT-OF-WAY
 MALHEUR FEDERAL CREDIT UNION
 PAYETTE, IDAHO**

RESOLUTION 2012-06

WHEREAS, the Idaho Transportation Department, hereafter called the STATE, has submitted an Addendum to the Agreement stating obligations of the STATE and the CITY OF PAYETTE, hereafter called the CITY, for installation of a traffic signal at the intersection of SH52 and US95 within City limits; and

WHEREAS, the STATE is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System; and

WHEREAS, the CITY and the STATE are providing funds for this project; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Addendum to the Cooperative Agreement for installation of a traffic signal at the intersection of SH52 and US95 is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Addendum on behalf of the CITY.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Payette, held on _____,

(Seal)

City Clerk



City of Payette

Special Event Permit Application

OFFICE USE ONLY

Date Received 7/10/12

Council Action _____

Approved Y / N Date _____

City Clerk Approval _____

Non Refundable Fees:

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

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

1. EVENT NAME MHS overnight cheer camp

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

Public Property Private Property
city park between pool & amp.

3. EVENT SCHEDULE

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

Date(s) of Event	Hours	Estimated # of Attendees
<u>7.25-7.28</u>	Start Time: <u>5pm</u> End Time: _____	All Day: <u>23</u>
	Start Time: _____ End Time: _____	All Day: _____
Date of Set-Up	Start Time: _____ End Time: _____	
<u>7.25</u>	Start Time: <u>8:00 AM</u> End Time: <u>9:00 PM</u>	
Date of Tear Down	Start Time: _____ End Time: _____	
<u>7.28</u>	Start Time: <u>8:00 AM</u> End Time: <u>12:00 PM</u>	

4. FEES

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

5. ORGANIZATION INFORMATION

Applicant Name Shaunda Wright Title Coach

Mailing Address 1922 Lansing Ave, Caldwell, ID 83605

Street Address _____

Day Telephone _____ Evening Telephone _____ Cell 208.490.0844

FAX Number _____ Email Address swright@athleticquest.net

Special Event Permit, continued.

Sponsoring Organization Middleton School District

Non-profit? Yes No Tax Exempt # _____

Federal Tax # _____ State Tax # _____

6. EVENT INFORMATION

New Event: Yes No Annual Event: Yes No Years Operating _____

Event Category: Commercial Non-commercial

Estimated Gross Ticket Sales & Revenues (commercial event only) n/a

Description of Event Overnight cheer camp

Additional Details We will need permission for overnight tents for cheerleaders & coaches.

7. INSURANCE REQUIREMENTS

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

Insurance Company _____ Agent Name _____

Address _____ Phone _____

HOLD HARMLESS CLAUSE

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

(Attach any additional pages as needed)

SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

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

Check all Planned Activities		Check all Planned Activities	
	Street Closures & Access/Parade Detailed map listing areas of closure, parade Route is required. An ITD permit is required for Hwy 95 Organizer must notify all affected businesses, Churches, schools and neighborhoods <i>N/A</i>		Alcohol Served (name of provider) <i>N/A</i> Requires alcohol catering permit (PMC 5.15)
			Beverages will be served List Caterers
	Security (detail who, number of officers, times. Attach plan.) <i>N/A</i>		Medical Services (Circle) First Aid and/or EMS Services Who is providing service? <i>N/A</i>
	Electricity/Generators (Size _____) detailed electrical plan <i>a few Power Cords</i>		Lighting Plan: attach plan <i>N/A</i>
	Water Drinking / Washing (circle) <input checked="" type="radio"/> Drinking <input checked="" type="radio"/> Washing		Gray Water Barrel/Grease Barrel (circle/detail # and locations) <i>N/A</i>
	Porta Toilets / Wash Stations Quantity ADA Regular) <i>N/A</i>		Sanitation – Trash bins, Dumpsters (circle / detail # and locations) <i>N/A</i>
	Canopies/Tents/Temporary Structures (number and sizes) City of Payette Fire Department, Fire Code Enforcement <i>N/A</i>		Stages (number and sizes) <i>N/A</i>
	Vendors Items sold/solicitation <i>N/A</i>		Booths Profit / Non-profit <i>N/A</i>
	Control/Shuttle Buses (number of buses / locations / hours of operation, Attach plan) <i>N/A</i>		Barricades How many / identify locations and attach <i>N/A</i>
	Number of Staff working event	<i>2</i>	Number of volunteers working <i>N/A</i>
<i>25</i>	EVENT estimated attendance		

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

Permittee agrees to maintain access for emergency vehicles.

Event Organizer's Signature:

Shawna R. Wright

Date:

7-9-2012

THIS PAGE FOR OFFICE USE ONLY

Date Application Received _____ Date Fees Paid _____

DEPARTMENT COMMENT/APPROVAL

FIRE: *Esther P...*

Check if special requirements attached:

APPROVED: DENIED:
COMMENTS: _____

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

POLICE: *Mark Clark*

Check if special requirements attached:

APPROVED: DENIED:
COMMENTS: _____

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

PARKS: *Randy Fales*

Check if special requirements attached:

APPROVED: DENIED:
COMMENTS: _____

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

STREETS: *Jim ...*

Check if special requirements attached:

APPROVED: DENIED:
COMMENTS: _____

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

CITY CLERK: _____

Check if special requirements attached:

APPROVED: DENIED:
COMMENTS: _____

RISK MANAGEMENT: _____

Check if special requirements attached:

APPROVED: DENIED:
COMMENTS: _____

\$1,000,000 Insurance Certificate _____

Street Closure Information:

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

Time of Street Closure: From _____ To _____

ITD Approval Received? Yes No N/A

Comments:

TERMS AND CONDITIONS

NOTE: Driver pick-up time is approximate. Driver may arrive as early as 11:30AM on July 19, 2012, the "end" of the "Rental Period" or as late as 12:00PM to pick up the equipment. Customer is responsible for, and required to stay with all the equipment until it is picked up by our representative, or other arrangements have been made.

1. Safety/Operating Instructions: In addition to the information set forth in this agreement, the customer acknowledges that there are safety and operating instructions on the equipment delivered and agrees to read those instructions and operate the equipment, or allow the equipment to be operated or used, in accordance with those instructions. Customer further acknowledges and understands that Fun 'N Fit Inflatables has not agreed to nor have they provided any operators with this rented equipment, and that customer, is solely responsible for the correct and safe operation of this equipment. Customer understands that children's safety depends upon customer providing AT ALL TIMES correct operation of and the use of the equipment. Customer further agrees to keep all equipment away from swimming pool(s) and customer understands and agrees that they will not operate any electrical equipment near water. By entering into this agreement, Customer acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Customer voluntarily agrees to keep and maintain all safety rules for the correct, safe operation and installation and use of all equipment, and to assume any and all risk of injury or damage. In particular, customer will not permit the equipment to be operated by anyone who is not fully qualified and who has not received instruction from customer on the safe operation and use of the equipment, nor shall customer allow any person to use or operate the Equipment when it is in need of repair or when it is in an unsafe condition or situation.

2. General Release/indemnity/hold harmless: I, Wendy Walker, on behalf of Payette Public Library, understand and acknowledge that play on an amusement device entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless Fun 'N Fit Inflatables from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Should Fun 'N Fit Inflatables or anyone acting on behalf of Fun 'N Fit Inflatables be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold Fun 'N Fit Inflatables harmless for all such fees and costs. In the event I, the undersigned, or any of my participants file a lawsuit against Fun 'N Fit Inflatables, it is agreed to do so solely in the State of Idaho. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. In consideration of being permitted by Fun 'N Fit Inflatables to use its equipment and facilities, the undersigned and his/her participants agree to indemnify and hold harmless Fun 'N Fit Inflatables from any and all claims which are brought by the undersigned and/or his/her participants and which are in any way connected with such use or participation. A set of Rules and Direction are either displayed on the bounce house/unit(s) or have been provided to the undersigned which I agree to follow and utilize at all times during operation and use of the unit(s).

I, WENDY WALKER, ON BEHALF OF PAYETTE PUBLIC LIBRARY, HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM THE CUSTOMER AND AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT.

«customer» SIGNATURE

DATE

ADDITIONAL TERMS AND CONDITIONS

In consideration of the hiring of that certain Rental Equipment described on the invoice page of this Rental Agreement and General Release and in addition to all of the terms and condition set forth on the previous page of this agreement, the parties do further agree as follows:

3. Identity of parties: For the purposes of this Rental Agreement, "Fun 'N Fit Inflatables" shall mean Fun 'N Fit Inflatables, its owners, officers, directors, shareholders, employees, contractors, agents and "Customer" shall mean «customer» the person(s) or company listed in the "rented to" box on the invoice page of this agreement, as well as the person signing the agreement (if different), and their agents and/or employees.

4. Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from Fun 'N Fit Inflatables certain equipment described on the invoice page of this Agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed as «date»: «start»-«end» on the invoice page of this Agreement, but all of Customer's obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the Rental Equipment to the actual pick up of the Rental Equipment by Fun 'N Fit Inflatables. If the Equipment is delivered by Fun 'N Fit Inflatables and accepted by Customer, then Customer shall not be entitled to any refund whatsoever if Customer elects not to use the Equipment due to weather or other causes.

5. Returned Check policy: In the event that a check is returned to Fun 'N Fit Inflatables for insufficient funds customer agrees to pay the total rental price as well as an additional \$25.00 fee to Fun 'N Fit Inflatables in cash immediately upon notice.

6. Weather: Fun 'N Fit Inflatables cannot guarantee weather conditions, we reserve the right to cancel or reschedule your rental prior to delivery if severe weather conditions are imminent or if we have any reason to believe that the inflatable equipment and/or its users may be in danger. Some examples of severe weather are high winds, excessive rain, snow, and lightning. In the event of severe weather during a rental, customer agrees that he /she/they will unplug the inflatable, allow it to deflate, and not use the inflatable until the severe weather ends.

7. Delivery: Fun 'N Fit Inflatables shall deliver the Rental Equipment to «address» specified by Customer as listed on the invoice page of this Agreement. Customer grants to Fun 'N Fit Inflatables true right to enter the property at «address» for delivery, and required set up, if any, and for subsequent pick up of the Rental Equipment and any associated equipment or packing materials at the approximately specified times.

8. Receipt/inspection of Rental Equipment: Customer hires the Rental Equipment on an "as is" basis. Customer acknowledges that Customer has inspected the installation of the rental equipment and will personally inspect the rental items prior to its use, and will read the operating/safety instructions prior to use. Customer specifically agrees that such rental items will not be used if Customer finds that it is not suitable for Customer's needs. Customer acknowledges receipt of all items listed in this Rental Agreement, and that they are in good working order.

9. Possession/Title: Customers right to possession of the Rental Equipment begins upon the items being delivered to Customer's premises and terminates on the actual pick up by Fun 'N Fit Inflatables. Retention of possession, or any failure to permit the pick up of the item(s) at or after the end of the "Rental Period" specified constitutes a material breach of this Agreement. In the event that the Equipment is not returned for any reason, including theft, the Customer is obligated to pay to Fun 'N Fit Inflatables the full replacement value for such equipment listed on the invoice page of this Agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by Fun 'N Fit Inflatables. Title to the rental items is and shall remain in Fun 'N Fit Inflatables. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of Fun 'N Fit Inflatables' delivery of the items, until Fun 'N Fit Inflatables picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, Fun 'N Fit Inflatables may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold Fun 'N Fit Inflatables harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Customer shall notify Fun 'N Fit Inflatables immediately.

10. Care of the Rental Equipment: Customer shall be responsible for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment. Customer shall be liable to Fun 'N Fit Inflatables for any and all damage which is not "ordinary wear and tear" in an amount equal to the replacement value of the rental equipment on the invoice page of this Agreement. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of rental equipment with non-approved items such as chemicals, non approved food, paint, silly string (see Paragraph 11), mud, clay, or other materials.

11. Equipment Problems: Should any equipment develop a problem, or does not function correctly at anytime, or Customer does not understand the operating instructions. Customer agrees to immediately cease use of that equipment. In particular, if the inflatable unit begins to deflate, customer will immediately have the riders exit the unit and then check for one of the following conditions: 1) The motor has stopped; in which case check the power cord connection at the outlet where the unit plugs into the house to make sure that it has not been unplugged; 2) If motor continues to run, check for blockage of the air intake screen on the side of the blower unit. Also, check both air tubes on the back of the unit for snugness and tighten the ties if necessary; 3) If either of these steps corrects the problem, fully re-inflate the unit prior to permitting anyone to use the unit 4) If you cannot correct the problem, call our office at (208) 887-1493.

12. Specific Rules and Instructions for the inflatable equipment: The following rules and warnings must be obeyed in the use of inflatable equipment: A) All safety and operating instructions contained on the inflatable must be complied with and followed at all times; B) For the safety of all CHILDREN, ADULT SUPERVISION IS REQUIRED AT ALL TIMES; C) No silly string is permitted to come in contact with the inside or outside of the inflatable unit, this causes irreparable damage to the inflatable, and Customer acknowledges that if the inflatable is damaged by "Silly String", then a \$500.00 fee shall be automatically imposed by Fun 'N Fit Inflatables and shall be immediately due and payable by Customer D) **WARNING** - extra caution and supervision are required for children ages three (3) and under, E) **WARNING** - It is unsafe to stay in inflatable if winds exceed 20 miles per hour (MPH). Have all persons exit inflatable, then unplug the blower unit and let inflatable deflate, F) **WARNING** - Individuals with head, neck, back or other muscular-skeletal injuries or disabilities, pregnant women, small infants, and others who may be susceptible to injury from falls, bumps or bouncing are not permitted in the unit at any time, G) Do not move the inflatable from the location where set-up; H) If the inflatable unit moves, pull corner(s) back to their original location(s) and resecure; For other questions regarding the safe installation of equipment, please call our office at (208) 887-1493. I) Do not let the inflatable unit rub up against any surface.

13. Limited Warranty: Fun 'N Fit Inflatables warrants that the Rental Equipment leased under this Agreement will be in good working order when delivered under this Agreement. All equipment is supplied and maintained subject solely to this warranty. Fun 'N Fit Inflatables' sole and exclusive obligations under this warranty is limited to repair or replacement of the rental equipment when Fun 'N Fit Inflatables determines that it does not conform to this warranty. Fun 'N Fit Inflatables makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the rental equipment is fit for Customer's particular intended use, or that it is free of latent defects. Fun 'N Fit Inflatables shall not be responsible to Customer or to any third party for any loss, damage, or injury resulting from, or in anyway attributable to the operation of, installation of, use of, or any failure of the rental equipment. Fun 'N Fit Inflatables shall not be responsible for any defect or failure unknown to Fun 'N Fit Inflatables at the time of delivery.

14. Cancellation Policy: Customer will incur no cancellation fee with a cancellation at least 2 weeks prior to reservation date «date». If customer cancels less than 2 weeks prior to the reservation date «date» Fun 'N Fit Inflatables will impose a cancellation fee equal to 50% of the rental amount. If customer cancels less than 24 hours prior to reservation date, he/she will be responsible for the entire rental amount. Exception: Customer will not incur a cancellation fee if cancelling due to severe bad weather.

15. Compliance with Laws: Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, parish, state, federal or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the rental equipment, including any subsequently determined to be due. Customer is solely responsible for obtaining any all permits and/or licenses from the appropriate government agencies prior to use.

16. Legal Fees: In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

17. Customer Acknowledgment: Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions on all pages and that they understand its content and that they execute it freely, intelligently and without duress of any kind.

18. Severability: If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

19. Entire Agreement: This Agreement constitutes the full agreement between Fun 'N Fit Inflatables and Customer. Any prior agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect. Customer acknowledges the receipt of the Rental Equipment that is the subject of this Rental Agreement and General Release and the fact that it is in good working order.

«customer» Signature

Date

RULES GOVERNING THE SAFE OPERATION OF EQUIPMENT

The following rules detail safe operational guidelines for the inflatable equipment you are leasing from Fun 'N Fit Inflatables. To ensure safe operation of the inflatable, it is in your best interests to have these rules read aloud by a company representative. Further, you are encouraged to direct any questions you may have about the operation of the inflatable to your representative from Fun 'N Fit Inflatables before you begin use of the equipment.

Supervision: The safety of the children depends on you. Your personal supervision is absolutely required at all times. As the lessee of this inflatable unit, the safety of all the riders is your responsibility. As the adult supervisor, you should position yourself in close proximity of the entrance to the ride and be prepared to assist riders when they enter/exit the ride.

Age Groups: Only compatible age groups and sizes shall play on the inflatable at the same time. The following are guidelines as to the number of riders that may be on the inflatable unit at the same time:

BOUNCER--	CHILDREN UP TO AGE 7: 8-10	SLIDE--MAXIMUM 2 PEOPLE OF
	CHILDREN AGES 8 - 12: 6-8	COMPARABLE WEIGHT,
	INDIVIDUALS OVER 12: 4-6	HEIGHT, & SIZE

Shoes/Glasses/Jewelry: All riders **MUST REMOVE SHOES, GLASSES, AND ALL LOOSE JEWELRY** before playing in the inflatable.

Pre-existing Health Conditions: Pregnant women, individuals with pre-existing injuries, and others susceptible to injury from falls, bumps or bouncing are not permitted in or on the inflatable unit at any time.

Flipping/Wrestling/Piling: Improper use of the inflatable includes flipping in the air, wrestling, and riders piling on themselves. Such activity may result in neck and back injuries to riders.

Installation: Do not remove the inflatable from the area where it was installed. If the inflatable unit moves, pull it by one of its corners back to its original location of installation. Keep the inflatable unit away from swimming pools and other sources of water at all times.

Inclement Weather: Once there is a threat of inclement weather, including strong winds (at or in excess of 20 mph), thunderstorms (especially when lightening is present), or severe cold weather (below 40 degrees), children should immediately exit the inflatable. The blower should thereafter be switched off and removed, and the unit allowed to deflate.

Deflation: Should the unit begin to deflate, do the following: First, have all children exit the unit immediately. Next, if the motor has stopped, make sure that it has not been unplugged. If the motor is still running, check the air intake on the side of the motor for blockage, and check both blower tubes on the inflatable unit to make sure that they are tightly tied off. Never allow riders in or on a partially inflated unit.

Alterations: No alteration in or attachments to the inflatable unit are allowed, period.

General Misuse: Do not allow riders to play or climb on walls, sides or roof of inflatable. Do not allow the inflatable rub up against any surface. Unless previously authorized by Fun 'N Fit Inflatables, never place a water hose or water in general onto the inflatable. If the inflatable should become wet, have an adult wipe down unit before riders return. Inflatable should not be wet when riders enter the unit.

Negligence or Abuse: The following fees may be assessed for negligence or abuse of inflatable

1. Spilled food, drink or the use of Silly String could result in a \$100-\$500 Cleaning Fee.
2. Negligence and damage to unit could result in a \$400-\$1000 Repair Fee.
3. If unit is not repairable a fee of \$3500-\$7000 could result.

I hereby acknowledge, as witnessed by my signature, that a representative of Fun 'N Fit Inflatables has read aloud to me each of the above referenced safety rules cited in this agreement. I further acknowledge by my signature that I understand each of these rules and agree to abide by them completely.

Customer: _____
 Print Name Sign Name Date

I hereby acknowledge, as witnessed by my signature, that I declined to have a representative of Fun 'N Fit Inflatables read aloud to me each of the above referenced safety rules cited in this agreement. I do however agree that before commencing operation of the equipment, I will read and completely abide by the rules.

Customer: _____
 Print Name Sign Name Date

Fun 'n Fit is not responsible for sprinkler line damage. If the use of stakes is authorized to secure the inflatable(s), please initial here. _____

Invoice



FUN 'N FIT Inflatables

2839 N. Elisha Avenue
Meridian, Idaho 83646
(208) 887-1493
www.funfitinflatables.com
info@funfitinflatables.com

RENTED TO:

Payette Public Library c/o Wendy Walker
24 S. 10th St.
Payette, ID 83619
208-642-6029

RESERVATION DATE
RESERVATION TIME
PAYMENT TYPE
DEPOSIT DUE DATE
REFERRED BY

July 19, 2012
10:00AM – 11:30AM

QTY	DESCRIPTION	PRICE	AMOUNT
1	Space Camp 3 in 1 Combo	\$190.00	\$190.00
	Additional delivery charge	\$ 50.00	\$ 50.00
	Discount		\$ 50.00
THANK YOU FOR YOUR BUSINESS!		SUBTOTAL	\$ 190.00
		TAX RATE	0%
		TAX	\$ 0.00
		TOTAL	\$ 190.00
		DEPOSIT	
		TOTAL DUE	\$ 190.00

Pickup Inspection _____ / _____

Approved

Denied
Reason:

DELIVERY DIRECTIONS:

«delivery»

2012

June	Monthly Statistics
Incidents	240
Accidents	7
Citations	50
Contacts	781
FI Cards	8
Arrests	35
Oral Warnings	66
Written Warnings	0
Warrants	4
Ordinance Prob.	118
Miles Driven	44787
Gas used	349.58
Dog Impounds	15
Yard Sales	63
Reserve Hours	25.5

Payette Police Dept.

Jun-12

Event Number	Classification	Address of occurrence	Date Reported	Initial Investigator
12006842	ASSIST OTHER AGENCY - Other Law Enforcement Agency	S 6TH ST/ KWANIS	6/15/2012	FRAZIERR
12009075	DAMAGED PROPERTY - Damaged Property, Private	624 N 10TH ST	6/1/2012	COENB
12009076	ORDINANCE - Animal Violations	2215 6TH AVE S	6/1/2012	SILVAL
12009079	ORDINANCE - Animal Violations	100 BLOCK N 8TH ST	6/1/2012	SILVAL
12009083	ORDINANCE - Animal Violations	1652 2ND AVE S	6/1/2012	SILVAL
12009084	THEFT - Larceny, from Vehicle	1040 6TH AVE S	6/1/2012	PLATTD
12009093	DOMESTIC PROBLEM - Injury to Child	ALBERTSONS	6/1/2012	COENB
12009099	ORDINANCE - Parking Violations	1840 2ND AVE N	6/1/2012	SILVAL
12009103	ORDINANCE - Parking Violations	1005 CTR	6/1/2012	SILVAL
12009112	DOMESTIC PROBLEM - Child Custody Interference	SHERIFFS OFFICE	6/1/2012	FRAZIERR
12009113	TRAFFIC PROBLEM -	1200 BLK N 6TH	6/1/2012	TOTHG
12009114	THEFT - Larceny, from Yard/Land	522 N 6TH	6/1/2012	TOTHG
12009155	PUBLIC SERVICE - Assist Public	SO/ BK PARK LOT	6/2/2012	COENB
12009157	FOUND PROPERTY - Found Property	PHILLIPS AUTO	6/2/2012	COENB
12009158	FAMILY DISTURBANCE - Family Disturbance	301 15TH AVE N	6/2/2012	COENB
12009170	TRAFFIC ACCIDENT -	PATRICK'S PUB AT 1ST AVE S	6/2/2012	COENB
12009172	PUBLIC SERVICE - Assist Public	2105 MOSS DR	6/2/2012	COENB
12009179	THEFT - Larceny, from Building	524 N 4TH ST	6/2/2012	TOTHG
12009189	ORDINANCE - Ordinance Violations	904 3RD AVE N	6/2/2012	MARSHALLG
12009192	ANIMAL CALL - Animal Call, Other	737 7th ave n.	6/1/2012	TOTHG
12009197	SUSPICIOUS ACTIVITY - Suspicious Activity	420 S 12TH ST	6/2/2012	MARSHALLG
12009200	PROCESS SERVICE -	3RD AVD S / S 13TH	6/3/2012	MARSHALLG
12009206	ASSAULT - Aggravated Assault, Nonfamily, Oth Weapon	10 N 21ST STREET	6/3/2012	COENB
12009216	TRAFFIC PROBLEM - Traffic, Other	3RD AVE S AND S 12TH	6/3/2012	DERRICKD
12009235	PUBLIC PEACE - Public Peace Other	643 S 12TH ST	6/3/2012	TOTHG

12009263	DAMAGED PROPERTY - Damaged Property, Business	payette printing, 718 2ND AVE N	6/4/2012	HARTJ
12009269	HARASSMENT - Harassment, Other	1080 6TH AVE. S.	6/4/2012	HARTJ
12009272	DAMAGED PROPERTY - Damaged Property, Public	KIWANIS PARK BANDSHELL	6/4/2012	COENB
12009276	ORDINANCE - Animal Violations	2544 RUNWAY CT	6/4/2012	SILVAL
12009284	ORDINANCE - Animal Violations	2130 MOSS DR	6/4/2012	SILVAL
12009286	ORDINANCE - Animal Violations	KENMARE TRCE	6/4/2012	SILVAL
12009291	FAMILY DISTURBBANCE -	SO/ FRONT PARK LOT	6/4/2012	COENB
12009294	PUBLIC SERVICE -	SO/ BK PARK LOT	6/4/2012	SILVAL
12009295	LOST PROPERTY - Lost Property	PPD	6/4/2012	PLATTD
12009297	PUBLIC SERVICE - Assist Public	121 S. 9th str.	6/4/2012	HARTJ
12009298	ORDINANCE - Animal Violations	320 N 5TH ST	6/4/2012	SILVAL
12009301	THEFT - Theft Other	235 FARBER DR	6/4/2012	COENB
12009303	PUBLIC SERVICE - VIN Inspection	PCSO	6/4/2012	HARTJ
12009310	CIVIL PROBLEM - Civil Problem	SINCLAIR	6/4/2012	TOTHG
12009318	AMBULANCE - Ambulance Assist	10380 VIRG LN	6/4/2012	TOTHG
12009325	ANIMAL CALL - Animal Call, Other	1220 7TH AVE N	6/4/2012	TOTHG
12009358	ANIMAL CALL -	OFF OF CTR BY BRG	6/5/2012	SILVAL
12009364	THEFT - Theft Other	PAYETTE PD	6/5/2012	DERRICKD
12009365	ORDINANCE - Animal Violations	2150 MOSS DRIVE	6/5/2012	SILVAL
12009370	PUBLIC SERVICE - VIN Inspection	PCSO	6/5/2012	HARTJ
12009373	BURGLAR ALARM - Burglar Alarm	297 N 20TH ST	6/5/2012	HARTJ
12009379	JUVENILE PROBLEM - Juvenile Problem	ppd	6/4/2012	PLATTD
12009381	DOMESTIC PROBLEM - Child Custody Interference	PAYETTE	6/5/2012	HARTJ
12009418	PUBLIC SERVICE - VIN Inspection	235 S 11TH	6/6/2012	HARTJ
12009419	ORDINANCE - Animal Violations	PHILLIPS AUTO	6/6/2012	SILVAL
12009446	ORDINANCE - Animal Violations	405 5TH AVE N	6/6/2012	FRAZIERR
12009489	SUSPICIOUS ACTIVITY - Suspicious Activity	1080 S 6TH AVE	6/7/2012	HARTJ
12009497	ORDINANCE - Animal Violations	hwy 52/3 as	6/7/2012	SILVAL
12009508	HARASSMENT - Harassment, Other	655 N 8TH ST	6/7/2012	HARTJ
12009526	OBSTRUCT JUSTICE - Criminal Warrant Arrest	VETTER	6/7/2012	FRAZIERR
12009548	FAMILY DISTURBBANCE - Family Disturbance	145 FARBER	6/8/2012	NATALJ

12009549	ANIMAL CALL - Animal Call, Other	1310 N 6TH ST	6/8/2012	NATALJ
12009563	DAMAGED PROPERTY - Damaged Property, Public	KIWANIS park	6/8/2012	COENB
12009569	TRESPASSING - Trespassing, Government Property	CENTENNIAL PARK	6/8/2012	COENB
12009579	SUSPICIOUS ACTIVITY - Suspicious Activity	925 2ND AVE N	6/8/2012	COENB
12009602	PUBLIC SERVICE - Assist Public	1001 1ST AVE S	6/8/2012	FRAZIERR
12009628	FOUND PROPERTY - Found Property	MAVERICK	6/9/2012	COENB
12009630	TRAFFIC PROBLEM -	700 BLOCK OF N 6TH	6/9/2012	COENB
12009669	SECURITY CHECK - Business Check	14 S MAIN	6/10/2012	NATALJ
12009671	PUBLIC SERVICE -	1481 7TH AVE N	6/10/2012	NATALJ
12009684	PROCESS SERVICE - Warrant Service	2538 NE 16TH AVE	6/10/2012	COENB
12009689	TRAFFIC ACCIDENT - Hit/Run, Vehicle Dang	1630 1ST AVE S	6/10/2012	COENB
12009697	ANIMAL CALL - Animal Call, Other	830 S IOWA	6/10/2012	TOTHG
12009702	AMBULANCE - Ambulance Assist	1010 DEWITT AVE	6/10/2012	TOTHG
12009712	ASSAULT - Simple Assault	1450 2ND AVE N	6/10/2012	TOTHG
12009719	DAMAGED PROPERTY - Damaged Property, Private	515 RIVER ST	6/10/2012	COENB
12009722	FOUND PROPERTY - Found Property	830 2ND AVE S	6/11/2012	PLATTD
12009723	FOUND PROPERTY - Found Property	830 2ND AVE S	6/11/2012	PLATTD
12009724	TRAFFIC PROBLEM -	800 BLK S IOWA	6/11/2012	COENB
12009728	DAMAGED PROPERTY - Damaged Property, Other	308 S 12TH ST	6/11/2012	COENB
12009735	PUBLIC SERVICE - VIN Inspection	915 S MAIN ST	6/11/2012	HARTJ
12009739	EMBEZZLEMENT - Embezzle, Other	1034 6TH AVE S	6/11/2012	HARTJ
12009744	PUBLIC PEACE - Public Peace Other	500 BLK N 9TH	6/11/2012	DERRICKD
12009756	PUBLIC SERVICE - Assist Public	1302 3RD AVE S	6/11/2012	HARTJ
12009768	TRAFFIC ACCIDENT -	HUNTER GATE PLZ	6/11/2012	TOTHG
12009778	STOLEN PROPERTY - Possess Stolen Property	PAYETTE HIGH SCHOOL PARKING LOT	6/11/2012	MARSHALLG
12009784	TRAFFIC PROBLEM - Warrant Service	PAYETTE high school parking lot	6/12/2012	MARSHALLG
12009793	BURGLAR ALARM - Burglar Alarm	502 N 11TH ST	6/12/2012	HARTJ
12009796	ORDINANCE - Ordinance Violations	1367 N 2ND ST	6/12/2012	SILVAL
12009798	PUBLIC SERVICE - VIN Inspection	1520 N 6TH ST	6/12/2012	HARTJ
12009805	THEFT - Larceny, from Building	PAYETTE PD	6/12/2012	DERRICKD

12009812	HARASSMENT - Suspicious/Harassing Phone Calls	1016 center ave	6/12/2012	PLATTD
12009815	THEFT - Theft Other	1135 6TH AVE N	6/12/2012	HARTJ
12009816	CIVIL PROBLEM - Civil Problem	1111 CTR AVE	6/12/2012	PLATTD
12009828	FAMILY DISTURBANCE - Family Disturbance	217 S 7TH ST	6/12/2012	FRAZIERR
12009835	DAMAGED PROPERTY - Damaged Property, Business	KENMARE TRCE APTS	6/12/2012	FRAZIERR
12009836	DUI - Alcohol	900 block N 8TH ST	6/12/2012	MARSHALLG
12009843	ASSAULT - Simple Assault	914 N 8TH ST	6/12/2012	MARSHALLG
12009846	FAMILY DISTURBANCE - Family Disturbance	565 S 16TH ST	6/13/2012	FRAZIERR
12009853	FAMILY DISTURBANCE - Family Disturbance	1343 S 11TH ST	6/13/2012	HARTJ
12009855	PUBLIC SERVICE - Assist Motorist	IDAHO YOUTH RANCH	6/13/2012	HARTJ
12009857	TRAFFIC ACCIDENT - Traffic Accident, Vehicle Damage	500 blk s. 16th str.	6/13/2012	HARTJ
12009861	ORDINANCE - Animal Violations	MAIN ST BY DARTS	6/13/2012	SIVAL
12009873	TRESPASSING - Trespassing, Private Property	SO	6/13/2012	DERRICKD
12009889	ORDINANCE - Animal Violations	1115 3RD AVE S	6/13/2012	FRAZIERR
12009924	ASSIST OTHER AGENCY - Probation & Parole	540 S 16TH ST	6/14/2012	HARTJ
12009925	ORDINANCE - Animal Violations	ALY BET 1 A S AND	6/14/2012	SIVAL
12009950	DOMESTIC PROBLEM - Injury to Child	PCSO	6/14/2012	HARTJ
12009953	SUSPICIOUS ACTIVITY - Suspicious Activity	PCSO	6/14/2012	HARTJ
12009960	ORDINANCE - Ordinance Violations	SKATE PARK	6/14/2012	FRAZIERR
12009973	AMBULANCE - Ambulance Assist	914 N 7TH ST	6/15/2012	NATALJ
12009975	FAMILY DISTURBANCE - Family Disturbance	1715 CENTER AVE	6/15/2012	FRAZIERR
12009981	PUBLIC SERVICE - VIN Inspection	500 6TH AVE S	6/15/2012	COENB
12009992	PUBLIC SERVICE -	1223 2ND AVE S	6/15/2012	COENB
12010003	PUBLIC SERVICE -	PAYETTE COUNTY COURTHOUSE	6/15/2012	COENB
12010005	PUBLIC SERVICE - VIN Inspection	1130 3RD AVE N	6/15/2012	COENB
12010006	THEFT - Larceny, Bicycle	910 N 4th Street	6/13/2012	COENB
12010012	OBSTRUCT JUSTICE - Criminal Warrant Arrest	565 S 16TH ST	6/15/2012	COENB
12010026	THEFT - Theft Other	565 S 16TH ST	6/15/2012	TOTHG
12010071	DAMAGED PROPERTY - Damaged Property, Public	225 N 9TH ST PORTIA CLB	6/16/2012	COENB
12010078	TRAFFIC PROBLEM - Warrant Service	1208 N 6TH ST	6/16/2012	COENB
12010100	TRAFFIC PROBLEM -	N 7TH ST	6/16/2012	NATALJ

12010119	CIVIL PROBLEM - Civil Problem	2 N21 st	6/17/2012	TOTHG
12010127	FOUND PROPERTY - Found Property	MAVERIK	6/17/2012	NATALJ
12010134	ABANDON VEHICLE - Abandon Vehicle	1715 6TH AVE S	6/17/2012	COENB
12010137	DAMAGED PROPERTY - Damaged Property, Business	700 1ST AVE N	6/17/2012	COENB
12010154	CONTROLLED SUBSTANCE - Narcotic Equipment, Possession	400 s main street	6/15/2012	COENB
12010188	AMBULANCE - Ambulance Assist	220 7TH AVE N	6/18/2012	TOTHG
12010193	DAMAGED PROPERTY - Damaged Property, Private	520 N 18TH ST	6/18/2012	HARTJ
12010197	PUBLIC SERVICE - VIN Inspection	PPD	6/18/2012	HARTJ
12010199	ORDINANCE - Animal Violations	429 s 11TH ST	6/18/2012	SILVAL
12010202	PUBLIC SERVICE - VIN Inspection	3RD AVE N NEAR S O	6/18/2012	HARTJ
12010204	DAMAGED PROPERTY - Damaged Property, Private	1012 2ND AVE N	6/18/2012	HARTJ
12010211	DOMESTIC PROBLEM - Injury to Child	1012 2ND AVE N	6/18/2012	HARTJ
12010212	ORDINANCE - Animal Violations	415 N 4TH ST	6/18/2012	SILVAL
12010217	THEFT - Larceny, from Building	429 S 11TH ST	6/18/2012	HARTJ
12010218	ORDINANCE - Animal Violations	700 BLOCK N 6TH	6/18/2012	SILVAL
12010223	CIVIL PROBLEM - Civil Problem	s o	6/18/2012	TOTHG
12010226	PUBLIC SERVICE - Assist Public	LIESURE VLG	6/18/2012	HARTJ
12010227	THEFT - Larceny, Bicycle	14 13TH AVE N	6/18/2012	TOTHG
12010239	ASSAULT - Simple Assault	13 13TH AVE N	6/19/2012	DERRICKD
12010258	PUBLIC SERVICE - VIN Inspection	418 N 7TH ST	6/19/2012	HARTJ
12010261	DAMAGED PROPERTY - Damaged Property, Private	315 n. 10th str.	6/19/2012	HARTJ
12010263	ASSIST OTHER AGENCY - Ambulance	1715 CENTER AVE	6/19/2012	HARTJ
12010266	SECURITY CHECK - Personal Security/Welfare Check	CENTRAL PARK	6/19/2012	HARTJ
12010271	ORDINANCE - Animal Violations	830 7TH AVE N	6/19/2012	SILVAL
12010274	PUBLIC PEACE - Disorderly Conduct	1018 1ST AVE N	6/19/2012	CLARKM
12010276	PUBLIC SERVICE - Other Public Service	SO/ 13TH AVE N	6/19/2012	HARTJ
12010278	ORDINANCE - Animal Violations	17 S 11	6/19/2012	SILVAL
12010281	FRAUD - Fraud, Swindle	340 S 20TH	6/19/2012	FRAZIERR
12010282	FOUND PROPERTY - Found Property	WELLS FARGO	6/19/2012	FRAZIERR
12010287	CIVIL PROBLEM - Civil Problem	Sheriff's Office	6/19/2012	FRAZIERR
12010291	MENTAL SUBJECT - Mental Hold	10610 SCOTCH PINES	6/19/2012	FRAZIERR

12010293	CIVIL PROBLEM -	615 N 2ND ST	6/19/2012	HARTJ
12010296	PUBLIC SERVICE - Assist Public	1415 1/2 7 AVE N	6/19/2012	DERRICKD
12010315	ORDINANCE - Animal Violations	TACO STAND BY S 9TH	6/20/2012	SILVAL
12010316	BURGLARY - Burfary, Other	ALBERTSONS inc, 405 s. main str.	6/20/2012	HARTJ
12010324	PUBLIC SERVICE - Assist Motorist	1500 6TH AVE SAVE	6/20/2012	FRAZIERR
12010326	FAMILY DISTURBBANCE - Family Disturbance	533 N 4TH	6/20/2012	FRAZIERR
12010327	-	1510 1ST AVE S	6/20/2012	FRAZIERR
12010330	BURGLARY - Burglary, Forced Entry Residence	907 7TH AVE N	6/20/2012	FRAZIERR
12010356	PUBLIC SERVICE - Funeral Escort	840 6TH AVE S	6/21/2012	HARTJ
12010365	SUSPICIOUS ACTIVITY - Suspicious Activity	minit market	6/21/2012	SILVAL
12010366	PUBLIC SERVICE - VIN Inspection	1130 3RD AVE N	6/21/2012	HARTJ
12010368	SUSPICIOUS PERSON - Suspicious Person	2833 CENTER AVE	6/21/2012	HARTJ
12010370	SUSPICIOUS ACTIVITY - Suspicious Activity	1300 north 9th	6/20/2012	PLAZAU
12010374	THEFT - Theft Other	275 N 16TH ST	6/21/2012	HARTJ
12010376	ANIMAL CALL - Animal Call, Other	1122 N 5TH ST	6/21/2012	HARTJ
12010385	HARASSMENT - Harassment, Other	COURTHOUSE	6/21/2012	FRAZIERR
12010403	PUBLIC SERVICE - Assist Public	539 N 5TH	6/22/2012	NATAJ
12010405	SECURITY CHECK - Other Security Check	171 8TH AVE N	6/22/2012	NATAJ
12010410	ASSIST OTHER AGENCY - In County Agency	fruitland high school	6/22/2012	NATAJ
12010422	SUSPICIOUS ACTIVITY - Suspicious Activity	1019 3RD AVE S	6/22/2012	COENB
12010437	PUBLIC SERVICE -	DMV	6/22/2012	COENB
12010446	DUI - Alcohol	WEST ON 9TH	6/22/2012	FRAZIERR
12010451	SECURITY CHECK -	810 N 5TH ST	6/22/2012	FRAZIERR
12010457	THEFT - Larceny, Bicycle	COURTHOUSE	6/22/2012	FRAZIERR
12010494	PUBLIC SERVICE - Assist Public	1413 N 6TH ST	6/23/2012	NATAJ
12010496	AMBULANCE - Ambulance Assist	200 N IOWA AVE	6/23/2012	NATAJ
12010503	DOMESTIC PROBLEM - Child Custody Interference	931 3RD AVE N	6/23/2012	COENB
12010515	DEATH - Suicide	1602 2ND AVE S	6/23/2012	COENB
12010533	PUBLIC PEACE - Harassing Communication	317 3RD AVE N	6/23/2012	NATAJ
12010557	TRAFFIC ACCIDENT - Traffic Accident, Vehicle Damage	HWY 95 16 ACROSS F/CHEVRON	6/24/2012	DERRICKD

12010558	BURGLARY - Burglary, Unforced Entry Residence	1102 S. park	6/24/2012	DERRICKD
12010569	ANIMAL ATTACK - Animal Attack	GREEN BELT	6/24/2012	TOTHG
12010587	SECURITY CHECK - Personal Security/Welfare Check	1415 3RD AVE N	6/25/2012	MARSHALLG
12010588	SECURITY CHECK - Personal Security/Welfare Check	106 north 12th Street	6/25/2012	MARSHALLG
12010616	PUBLIC SERVICE - VIN Inspection	801 8TH AVE N	6/25/2012	HARTJ
12010618	SUSPICIOUS ACTIVITY - Suspicious Activity	MCREAS AND JIMBOS	6/25/2012	SILVAL
12010619	THEFT - Larceny, Bicycle	620 N 5TH ST	6/25/2012	HARTJ
12010630	ANIMAL CALL - Animal Call, Other	256 14 AVE N	6/25/2012	SILVAL
12010634	TRAFFIC ACCIDENT -	405 S MAIN ST	6/25/2012	TOTHG
12010636	ANIMAL CALL - Animal Call, Other	SUNDANCE	6/25/2012	CLARKM
12010642	PUBLIC SERVICE - Assist Public	ALLEY RIVER AND 3RD AVE N	6/25/2012	TOTHG
12010645	ASSAULT - Simple Assault	PAYETTE CARE REHAB	6/25/2012	TOTHG
12010660	HARASSMENT - Suspicious/Harassing Phone Calls	1615 CENTER AVE.	6/26/2012	HARTJ
12010666	THEFT - Larceny, from Building	PAYETTE HIGH SCHOOL	6/26/2012	HARTJ
12010676	OBSTRUCT JUSTICE - Criminal Warrant Arrest	248 14TH AV N	6/26/2012	DERRICKD
12010677	CONTROLLED SUBSTANCE - Marijuana, Possession	248 14TH AVE N	6/26/2012	CLARKM
12010679	PUBLIC SERVICE - Funeral Escort	shafer-jensen memorial chapel	6/26/2012	HARTJ
12010680	ORDINANCE - Animal Violations	S 11TH AND 2ND AVE S	6/26/2012	SILVAL
12010681	ORDINANCE - Animal Violations	1242 S 12TH EXT	6/26/2012	SILVAL
12010683	OBSTRUCT JUSTICE - Violation of a Court Order	1400 3RD AVE S	6/26/2012	HARTJ
12010687	ORDINANCE - Ordinance Violations	2107 SHELLEY DR	6/26/2012	HARTJ
12010693	PUBLIC SERVICE - Assist Motorist	PAYETTE CARE REHAB	6/26/2012	FRAZIERR
12010699	SECURITY CHECK - Personal Security/Welfare Check	821 N 8TH	6/26/2012	FRAZIERR
12010720	HARASSMENT - Harassment, Other	2000 7TH AVE N	6/27/2012	FRAZIERR
12010724	ORDINANCE - Ordinance Violations	SHERIFFS OFFICE	6/27/2012	MARSHALLG
12010731	AMBULANCE - Ambulance Assist	335 11TH AVE N	6/27/2012	HARTJ
12010746	SECURITY CHECK - Personal Security/Welfare Check	643 S 12TH ST	6/27/2012	HARTJ
12010749	SECURITY CHECK - Personal Security/Welfare Check	904 3RD AVE N	6/27/2012	SMITHK
12010750	SECURITY CHECK - Personal Security/Welfare Check	660 S 12TH ST	6/27/2012	HARTJ
12010752	ORDINANCE - Animal Violations	NORTHGATE	6/27/2012	SILVAL
12010755	ORDINANCE - Property Nuisance	119 7TH AVE N	6/27/2012	SILVAL

12010757	TRAFFIC PROBLEM - Traffic, Other	902 N 7TH ST	6/27/2012	PLATTD
12010762	THEFT - Larceny, from Building	660 S 12TH	6/27/2012	HARTJ
12010768	JUVENILE PROBLEM - Juvenile Problem	RR LN AND N 11TH	6/27/2012	DERRICKD
12010776	FAMILY DISTURBANCE - Family Disturbance	929 N 8TH ST	6/27/2012	FRAZIERR
12010781	TRAFFIC PROBLEM -	N 6 /17 AVE N	6/27/2012	FRAZIERR
12010818	PUBLIC SERVICE - VIN Inspection	515 S 16TH ST	6/28/2012	PLATTD
12010820	SECURITY CHECK - Personal Security/Welfare Check	1037 6TH AVE N	6/28/2012	HARTJ
12010822	ASSIST OTHER AGENCY - Social Services	PPD	6/28/2012	HARTJ
12010827	HARASSMENT - Simple Assault	900 7th ave. n.	6/28/2012	HARTJ
12010837	TRAFFIC PROBLEM - Traffic Control	100 S. MAIN STR.	6/28/2012	HARTJ
12010844	SUSPICIOUS ACTIVITY - Suspicious Activity	248 14TH AVE N	6/28/2012	HARTJ
12010846	DAMAGED PROPERTY - Damaged Property, Private	1015 7TH AVE N	6/28/2012	PLATTD
12010852	-	1328 CENTER AVE	6/28/2012	NATAU
12010856	STOLEN VEHICLE - Vehicle Theft, Auto	2100 1st ave s	6/28/2012	NATAU
12010867	TRESPASSING - Trespassing, Private Property	1964 WAYNE DR	6/28/2012	NATAU
12010873	FAMILY DISTURBANCE - Family Disturbance	1536 3RD AVE S	6/29/2012	NATAU
12010888	THEFT - Theft Other	275 N 16TH ST	6/29/2012	FRAZIERR
12010889	FRAUD - Fraud, Insufficient Funds Check	1603 1ST AVE S	6/29/2012	FRAZIERR
12010899	FOUND PROPERTY - Found Property	UNDER OVERPASS	6/29/2012	PLATTD
12010906	FRAUD - Fraud, Swindle	PAYETTE PD	6/29/2012	FRAZIERR
12010923	ASSAULT -	1413 N 6TH ST	6/29/2012	NATAU
12010944	THEFT - Larceny, from Building	643 S 12TH ST	6/29/2012	TOTHG
12010956	AMBULANCE - Ambulance Assist	1015 7TH AVE N	6/30/2012	TOTHG
12010968	TRAFFIC ACCIDENT - Traffic Accident, Private Prop Damg	319 8TH AVE N	6/30/2012	FRAZIERR
12010974	ANIMAL CALL - Animal Call, Other	1413 N 6TH ST	6/30/2012	FRAZIERR
12010975	ORDINANCE - Animal Violations	121 S MAIN ST	6/30/2012	FRAZIERR
12010996	SUSPICIOUS ACTIVITY - Suspicious Activity	PCSO	6/30/2012	HARTJ
12011005	PUBLIC SERVICE - Civil Problem	434 N 9TH	6/30/2012	HARTJ
12011023	TRAFFIC PROBLEM -	BUS 95-6TH AVE S	6/30/2012	PLATTD
12011033	SUSPICIOUS ACTIVITY - Suspicious Activity	922 N 6TH ST	6/30/2012	COENB
12011036	JUVENILE PROBLEM - MIP Alcohol	1500 BLK N 6TH	6/30/2012	COENB

Citation Report



PAYETTE PD
06/01/2012 -- 06/30/2012

Citation No	Date Cited	Cited By	Code	Violation Type	Description
36770	06/01/2012	COENB	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
36930	06/01/2012	TOTHG	18-8001(B)	CRIMINAL VIOL	DWP-MISD-RESIDENT
36771	06/02/2012	COENB	49-604	TRAFFIC VIOL-STATUTE	LIMITATIONS ON BACKING
36986	06/04/2012	DERRICKD	49-1232	TRAFFIC VIOL-STATUTE	CERTIFICATE OR PROOF OF LIABILITY INSURANCE TO BE CARRIED IN
36986	06/04/2012	DERRICKD	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
36987	06/04/2012	DERRICKD	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
36840	06/04/2012	SILVAL	6.08.060(A)	NON-CRIM ORDINANCE VIOL	DOGS RUNNING AT LARGE
36846	06/04/2012	SILVAL	6.08.020	NON-CRIM ORDINANCE VIOL	LICENSE REQUIREMENTS FOR DOGS
36846	06/04/2012	SILVAL	6.08.060(A)	NON-CRIM ORDINANCE VIOL	DOGS RUNNING AT LARGE
36988	06/05/2012	DERRICKD	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
36898	06/05/2012	HARTJ	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
36899	06/06/2012	HARTJ	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
36900	06/06/2012	HARTJ	49-430	TRAFFIC VIOL-STATUTE	REGISTRATION TO BE RENEWED
36841	06/07/2012	SILVAL	6.08.060(A)	NON-CRIM ORDINANCE VIOL	DOGS RUNNING AT LARGE
36772	06/08/2012	COENB	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
36774	06/09/2012	COENB	49-1232	TRAFFIC VIOL-STATUTE	CERTIFICATE OR PROOF OF LIABILITY INSURANCE TO BE CARRIED IN
36773	06/09/2012	COENB	18-8001(B)	CRIMINAL VIOL	DWP-MISD-RESIDENT
36931	06/10/2012	TOTHG	18-1501	CRIMINAL VIOL	INJURY TO CHILDREN
37051	06/10/2012	SILVAL	6.08.060(A)	NON-CRIM ORDINANCE VIOL	DOGS RUNNING AT LARGE
37051	06/10/2012	SILVAL	6.08.030	NON-CRIM ORDINANCE VIOL	DOG LICENSE
36775	06/11/2012	COENB	18-8001(B)	CRIMINAL VIOL	DWP-MISD-RESIDENT
36990	06/11/2012	DERRICKD	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS
36989	06/11/2012	DERRICKD	49-1229	TRAFFIC VIOL-STATUTE	REQUIRED MOTOR VEHICLE INSURANCE
36932	06/11/2012	MARSHALLG	37-2734A(1)	CRIMINAL VIOL	DRUG PARAPHERNALIA - USE OR POSSESS
36750	06/11/2012	MARSHALLG	18-5413	CRIMINAL VIOL	PROVIDING FALSE INFORMATION TO LAW ENFORCEMENT OFFICERS
36749	06/11/2012	MARSHALLG	37-2734A(1)	CRIMINAL VIOL	DRUG PARAPHERNALIA - USE OR POSSESS
36749	06/11/2012	MARSHALLG	18-8001(B)	CRIMINAL VIOL	DWP-MISD-RESIDENT
36478	06/12/2012	MARSHALLG	18-903	CRIMINAL VIOL	BATTERY
36477	06/12/2012	MARSHALLG	18-8004(A)	CRIMINAL VIOL	DUI
36476	06/12/2012	MARSHALLG	18-903	CRIMINAL VIOL	BATTERY
37026	06/13/2012	HARTJ	49-638	TRAFFIC VIOL-STATUTE	FOLLOWING TOO CLOSELY
36991	06/13/2012	DERRICKD	49-801	TRAFFIC VIOL-STATUTE	OBEDIENCE TO AND REQUIRED TRAFFIC-CONTROL DEVICES
36842	06/14/2012	SILVAL	6.08.060(D)	NON-CRIM ORDINANCE VIOL	DOGS DISTURBING THE PEACE
36933	06/15/2012	TOTHG	49-1401	CRIMINAL VIOL	DRIVING RECKLESS/INATTENTIVE
37052	06/15/2012	COENB	37-2734A(1)	CRIMINAL VIOL	DRUG PARAPHERNALIA - USE OR POSSESS
37052	06/15/2012	COENB	18-2403 (M)	CRIMINAL VIOL	THEFT-PETIT
37053	06/16/2012	COENB	18-8001(B)	CRIMINAL VIOL	DWP-MISD-RESIDENT
37053	06/16/2012	COENB	18-5413	CRIMINAL VIOL	PROVIDING FALSE INFORMATION TO LAW ENFORCEMENT OFFICERS
36992	06/17/2012	DERRICKD	18-918 (3B)	CRIMINAL VIOL	BATTERY-DOMESTIC-MISD
36843	06/18/2012	SILVAL	6.08.060(D)	NON-CRIM ORDINANCE VIOL	DOGS DISTURBING THE PEACE
36844	06/19/2012	SILVAL	6.08.060(A)	NON-CRIM ORDINANCE VIOL	DOGS RUNNING AT LARGE
36845	06/20/2012	SILVAL	6.08.060(A)	NON-CRIM ORDINANCE VIOL	DOGS RUNNING AT LARGE
36650	06/20/2012	FRAZIERR	49-1232	TRAFFIC VIOL-STATUTE	CERTIFICATE OR PROOF OF LIABILITY INSURANCE TO BE CARRIED IN
35707	06/22/2012	FRAZIERR	18-8004(A)	CRIMINAL VIOL	DUI
36847	06/24/2012	SILVAL	6.08.060(A)	NON-CRIM ORDINANCE VIOL	DOGS RUNNING AT LARGE
36847	06/24/2012	SILVAL	6.08.102	NON-CRIM ORDINANCE VIOL	PIT BULLS PROHIBITED
36934	06/24/2012	TOTHG	49-654	TRAFFIC VIOL-STATUTE	BASIC RULE AND MAXIMUM SPEED LIMITS

36848	06/24/2012	SILVAL	6.08.070	NON-CRIM ORDINANCE VIOL	HARBORING OF VICIOUS DOGS
36699	06/25/2012	DERRICKD	49-301(1)	TRAFFIC VIOL-STATUTE	DRIVERS TO BE LICENSED
36757	06/25/2012	COENB	9.24.010	NON-CRIM ORDINANCE VIOL	DISORDERLY HOUSE
36757	06/25/2012	COENB	18-705	CRIMINAL VIOL	RESISTING AND OBSTRUCTING OFFICERS
37028	06/25/2012	HARTJ	18-2407(M)	CRIMINAL VIOL	THEFT-PETIT
37076	06/26/2012	HARTJ	37-2732(C)(3)	CRIMINAL VIOL	CONTROLLED SUBSTANCE-POSS OF
35708	06/27/2012	FRAZIERR	49-301	CRIMINAL VIOL	NO LICENCE/INVALID
36870	06/27/2012	PLATTD	49-1232	TRAFFIC VIOL-STATUTE	CERTIFICATE OR PROOF OF LIABILITY INSURANCE TO BE CARRIED IN
36871	06/27/2012	PLATTD	18-8001(B)	CRIMINAL VIOL	DWP-MISD-RESIDENT
37029	06/28/2012	HARTJ	18-8001(B)	CRIMINAL VIOL	DWP-MISD-RESIDENT
36872	06/30/2012	PLATTD	18-8001(B)	CRIMINAL VIOL	DWP-MISD-RESIDENT

TOTAL: 50



Payette Fire Department – Monthly Report



JUNE 2012

Incident Summary: Total: 45

Medical Assists -29

Fires -2

Public/Agency Assist -8

False Alarm or Cancelled En-route -1

Investigations -0

Swift Water Rescue-2

Traffic Accident-2

Mutual Aid-1

Fire Inspections Conducted: 5

Public Education Programs: 0

Significant Incidents: none

Training Topics:

- Apparatus Hose Drill
- SCBA Training
- General Driver Training

Significant Events:

- 1st Annual Spaghetti Feed - to benefit our burn out fund
AUGUST 25 6:00-800 pm

Special Work Assignments:

- Painting Fire Hydrants
- Smoke Detectors battery program

Fire Chief

Steve Castenada