



**AGENDA
PAYETTE CITY COUNCIL
September 19th, 2011
REGULAR MEETING**

HONORABLE MAYOR JEFFREY T. WILLIAMS PRESIDING

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

7:00 PM – Regular Meeting

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- D. Acquisition of property for water line extension
- E. Approval of Agreement with ITD for Installation of Traffic Signal at Hwy 52 & Hwy 95
- F. Approval of Lease Agreements for Copiers at City Hall and Library

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XIV.	ADJOURNMENT	

**MINUTES
PAYETTE CITY COUNCIL
Work Session & Regular Meeting
September 6, 2011**

6:30 PM – Work Session

ROLL CALL

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

Members Absent: None

Staff Present: Mary Cordova, City Coordinator; Bert Osborn, City Attorney; Dave Platt, Police Captain; Doug Argo, Holladay Engineering; Randy Schwartz, WWTP Superintendent; Becky Lynch, Administrative Services Clerk; Jennifer Kelley, HR

- A. Gas & Oil Ordinance:** Clerk Cordova stated that a Gas & Oil ordinance was sent to the P&Z committee and Public Works committee, both of which requested to place a moratorium on any such activities in City limits and our impact area until such time we have developed a set of complete ordinances and didn't feel we had enough time to put more input into it. Attorney Bert Osborn stated that it is necessary to have an emergency moratorium in place. Attorney Bert Osborn went on to state that the emergency is that in the event of finding oil and gas fields along the Payette river, the Payette river runs adjacent to the City of Payette, therefore it is an emergency to place a moratorium to protect the aquifer.

Mayor opened the Ordinance up for discussion.

Travis Fisher, 3250 SW 2nd Avenue New Plymouth, Idaho, came before the Mayor and City Council to express his concern of the oil and gas drilling. Mr. Fisher provided several copies of a 45 minute video which is developed by a scientist with a PHD documenting the oil & gas industry. This video is not pro-oil and gas which makes him feel good that someone is doing something to inform the public about controlling the problem before Payette's water tables are ruined. Mr. Fisher went on to say that he has the City of New Plymouth behind him in this issue, and he is in the progress of working with the City of Fruitland and Payette County to be behind him in this as well.

Mona Curtis; 107 East Idaho Street New Plymouth, Idaho, expressed a couple of questions and concerns to the Mayor and City Council. Who are you requesting the moratorium from, the Payette County Planning and Zoning or Bridge Resources? Mayor Williams stated that this isn't directed towards anyone, the moratorium is just within our city and impact area, and therefore they can't drill within our impact area until an ordinance is in place.

Liz Amason, 490 North 20th Street Payette, Idaho, Prepared a packet which she doesn't have a copy for everyone to keep. They are video accountings for hydro-fracting which she wanted to share with the City Council. Everything included in the folder provided is from March of this year on.

- B. Lot Line Adjustment:** Clerk Cordova stated that this was referred to the Planning and Zoning Commission and they want to work on it and make some adjustments first before presenting this to the City Council. The Planning and Zoning Commission are interested in looking at it and in the progress of working on it.
- C. Water Base Rates & Usage Fees:** Jennifer Kelley opened this general discussion that there is an increase in the rates by 5.1% for water and sewer services according to the CPI index. Clerk Cordova

stated that they will have this ran by the Public Works Committee first and brought to the Council roughly around the 1st of the year. Jennifer Kelley stated the last water rate study done in 2003. Councilor Mussell would like a chance for the public to make a comment on the rates before the Council makes a decision. The general consensus is to work towards the CPI meeting in October.

The work session closed at 6:50 p.m.

7:00 PM – Regular Meeting

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

ROLL CALL

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

Members Absent: None

Staff Present: Mary Cordova, City Coordinator; Bert Osborn, City Attorney; Dave Platt, Police Captain; Randy Schwartz, WWTP Superintendent; Jennifer Kelley, HR; Becky Lynch, Administrative Services Clerk

PLEDGE

Mayor Williams led the pledge.

A motion was made by Mussel and seconded by Nelson to amend the agenda to add the approval of minutes for August 29, 2011 Work Session and under new business, the Most Beautiful Yard Awards.

CITIZENS COMMENTS

None Heard.

APPROVAL OF MINUTES

Two corrections were noted by Councilor Mussell and Councilor Heleker.

A motion was made by Heleker and seconded by Dodson to approve the work session, special meeting, and regular meeting minutes of 08/08/11, 08/15/11, 08/22/11, and 08/29/11 as written.

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

APPROVAL OF BILLS & PAYROLL

A motion was made by Hanigan and seconded by Mussell to approve the City Bills & Payroll in the amount of \$441,652.80.

At the roll call:

Ayes: Hanigan, Dodson, Cochran, Nelson, Heleker and Mussell,

Nays:

The motion CARRIED.

SPECIAL ORDERS

Mayor Williams declared a proclamation for the tenth anniversary of 9/11.

A motion was made by Heleker and seconded by Cochran to adopt the proclamation.

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

COMMUNICATIONS

- A. 2011 Academy for City Officials
- B. Notice of Candidate Filing Deadline
- C. Idaho Army National Guard

PLANNING & ZONING

Meeting Minutes of 6/23/2011.

OLD BUSINESS

- A. ORDINANCE #1348—AN ORDINANCE OF THE CITY OF PAYETTE, IDAHO, CREATING A NEW CHAPTER 5.38 IN TITLE 5 TO LICENSE AND REGULATE USED CAR SALES AND USED CAR LOTS FOR THE PURPOSE OF SALES; SETTING AN EFFECTIVE DATE; ALLOWING PUBLICATION IN SUMMARY FORM; ESTABLISHING SEVERABILITY; ESTABLISHING A REPEALER; PROVIDING A PENALTY- TABLED

Mayor Williams stated that the Council had postponed any decision on this ordinance until hearing from one of the individuals that this affects.

Bill White spoke to the City Council stating that he has owned the lot for 11 years and charges people 20 dollars to place their vehicles on the lot. He would like to ask the Council to grandfather the lot in. The general consensus from the Council was to keep the lot as a non-conforming use until the lot is sold or used for otherwise. Once the status of the lot changes, they will have to comply with this new Ordinance #1348.

A motion was made by Heleker and seconded by Mussell to take Ordinance #1348 off the table.

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

A motion was made by Hanigan and seconded by Heleker to approve Ordinance #1348.

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

A motion was made by Heleker and seconded by Dodson that Ordinance #1348 do pass.

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

NEW BUSINESS

Mayor Williams presented Jim & Jean Buckmaster with a plaque. The Buckmasters won 1st place in the City of Payette's Most Beautiful Yard Contest for the month of September. Royalynn Case was the honorable mention.

A. Fee Waiver request Payette County Recreation District

Dan Reed, on behalf of the Payette County Recreation District, came before the Mayor and City Council to ask to waive the fees for the conditional use permit application and building permits. The Payette County Recreation District is building two dugouts with attached storage sheds. They will have their concessions stand and bathrooms built in the middle of the complex in the future. The Recreation District is working hard with City, County and Payette School district to build these dugouts and storage sheds. The dugouts and the storage sheds are 2/3 of the way done out at the Middle School, but they needed to go through the proper steps before they could complete construction. Clerk Cordova stated that the estimated fees to waive for the building permit of two dugouts is \$274.00 and the fee to waive for their conditional use application is \$50.00. Councilor Heleker stated that they have a supervisory committee for those fields, he is a representative of that committee and they had a meeting last week to see how things were going on that project. He noticed that there were cars from Boise, Kuna, Meridian and so forth, were back playing on it which is great to bring people into the community and it generates revenue.

A motion was made by Heleker and seconded by Mussel to waive the fees for the building permit and for the conditional use permit.

At the role call:

AYES: Hanigan, Mussel, Heleker, Cochran,
Dodson, Nelson

NAYS

The motion CARRIED.

B. Terra Howie—Oregon National Guard

Terra Howie, who works for the Department of Defense, presented the council with helpful information that she is a family assistant specialist for soldiers and their families. Although she works for Oregon National guard she also provides support and information for Idaho's soldiers and families. Mayor Williams asked if she has been contacted by Idaho National Guard for a homecoming for the soldiers and she stated that yes she has heard about it, but she has to wait for command to proceed with events like that. She stated that it is hard for soldiers to adjust to a lot of attention that it is a culture shock, and that usually three months is the right time for them to have adjusted. Mayor Williams stated that we have received money from the Idaho National Guard and we would like to do something jointly with Ontario, Oregon whenever the soldiers are ready. Mayor Williams went on to mention to Terra Howie that the Governor may want to come to it as well, so if possible, be sure to keep in contact with the City Hall office to set up dates for the homecoming so we can inform the Governor of such event.

C. Rob Christenson- WICAP- Commemorate 10 year anniversary of 9/11

Rob Christenson spoke on behalf of WICAP saying that he wanted something done for 9/11 and is happy the City did the Proclamation for this occasion. WICAP will be holding this gathering at their facility, 315 South Main Street, on September 11, 2011 at 9:00AM. This gathering will last for 30-40 minutes long and the proclamation will be read again at this time.

D. ORDINANCE #1351 - AN ORDINANCE OF THE CITY OF PAYETTE, IDAHO, REPEALING SECTION 10.45.010 AND CREATING A NEW SECTION 10.45.010 OF THE PAYETTE CITY CODE PROHIBITING THE USE OF ELECTRONIC WIRELESS COMMUNICATIONS DEVICES FOR TEXTING AND GAMING WHILE OPERATING A MOTOR VEHICLE; SETTING AN EFFECTIVE DATE; ALLOWING PUBLICATION IN SUMMARY FORM; ESTABLISHING SEVERABILITY; ESTABLISHING A PENALTY; ESTABLISHING A REPEALER. 1st Reading

A motion was made by Mussell and seconded by Heleker to introduce Ordinance #1351 by title only

The motion CARRIED.

A motion was made by Heleker and seconded by Mussel to suspend the rules and pass Ordinance #1351 on its first reading

The motion CARRIED

A motion was made by Heleker and seconded by Dodson that Ordinance #1351 do pass

The motion CARRIED

E. Donation request from Westside Elementary

Councilor Heleker stated that this is an annual potato feed and in the past they donated a one month pool pass in support of fundraisers.

A motion was made by Mussel and seconded by Heleker to donate a pool pass to Westside Elementary School for the potato feed raffle.

The motion CARRIED.

F. Recommendation to Payette County Planning & Zoning- Hardin Sanitation Rezone, Conceptual Plan, & Conditional Use Permit

Mayor Williams presented the Council with a PowerPoint presentation regarding the relocation of Hardin Sanitation. This new location is not in City limits but it is in the City Impact Area. They had a lengthy discussion of the proposed location. Clerk Cordova stated that the City of Payette Planning & Zoning Commission made recommendations to go forward with the plans, and they further said it is a perfect area for Hardin Sanitation.

G. PURA Loan Request

Barbara Schott, commissioner from the urban renewal agency, came before the Mayor and City Council to request help financially to create another district. Barbara Schott is asking the City to have them possibly enter into the City Loan Repayment Agreement. Councilor Heleker expressed his concern that with the upcoming budget, this might be difficult to do. Mayor Williams stated that the Urban Renewal Agency has a good track record with us. Barbara Schott went on to state that they just need this start-up money to get it done, being roughly \$20,000-\$30,000. Mayor Williams is looking for direction from the Council from here, as of now, no one

has submitted a completed application. Councilor Nelson stated that it would be a slow pay-back, but eventually they should be able to pay it off. Clerk Cordova stated that she would like this fund tapped into this year. Mayor Williams asks to bring this back later after receiving the application.

A motion was made by Heleker and seconded by Dodson to send a favorable recommendation to the County Planning & Zoning of Hardin's relocation and to express culvert concerns.

- H. ORDINANCE #1353 - AN ORDINANCE DECLARING A 180 DAY MORATORIUM ON THE ACCEPTANCE OR PROCESSING OF APPLICATIONS FOR PERMITS TO PERMIT MINERAL EXTRACTION THROUGH OIL AND GAS EXPLORATION OR OPERATIONS WITHIN THE CORPORATE LIMITS OF THE CITY OF PAYETTE; DIRECTING THE CITY STAFF TO INITIATE A COMPREHENSIVE REVIEW OF THE CITY'S ORDINANCE GOVERNING PROCEDURES FOR MINERAL EXTRACTION AND OIL AND GAS EXPLORATION AND EXTRACTION AND TO PROPOSE REVISIONS THERETO; PROVIDING A PROCEDURE FOR A VARIANCE FROM THIS MORATORIUM; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON PASSAGE. 1ST Reading

A motion was made by Heleker and seconded by Mussel to introduce Ordinance #1353 by title only

The motion CARRIED

A motion was made by Heleker and seconded by Nelson to pass Ordinance #1353 to 2nd reading.

The motion CARRIED

- I. Pay Request #12 for \$105,744.47- Payette Fire Station

A motion was made by Hanigan and seconded by Dodson to approve pay request #12 in the amount of \$105,744.47 for the Payette Fire Station.

At the roll call:

AYES: Dodson, Hanigan, Cochran, Mussell, Nelson, Heleker

NAYS:

The Motion CARRIED

- J. Pay Request #6 for \$71,383.04- Payette Library

A motion was made by Mussel and seconded by Heleker to approve pay request #6 in the amount of \$71,383.04 for the Payette Library

At the roll call:

AYES: Heleker, Dodson, Hanigan, Cochran, Nelson,
Mussell

NAYS:

The motion CARRIED

- K. ORDINANCE #1352 - AN ORDINANCE ENTITLED ANNUAL APPROPRIATIONS FOR THE TWELVE MONTH PERIOD FROM THE FIRST DAY OF OCTOBER 2011 TO AND INCLUSIVE OF THE THIRTIETH DAY OF SEPTEMBER 2012; APPROPRIATING NINE MILLION, FORTY-TWO THOUSAND, THREE HUNDRED EIGHTY-THREE DOLLARS (\$9,042,383) TO PAY THE EXPENSES OF THE CITY OF PAYETTE, PAYETTE COUNTY, IDAHO, AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE. 1st Reading

A motion was made by Mussell and seconded by Heleker to introduce Ordinance #1352 by title only.

The motion CARRIED

A motion was made by Hanigan and seconded by Heleker to suspend the rules and pass Ordinance #1352 on its 1st reading for \$9,042,383.00

At the roll call:

AYES: Mussell, Heleker, Dodson, Hanigan, Cochran,
Nelson

NAYS:

The motion CARRIED

A motion was made by Hanigan and seconded by Dodson that Ordinance #1352 do pass.

At the roll call:

AYES: Nelson, Dodson, Cochran, Heleker, Hanigan,
Mussell

NAYS:

The motion CARRIED

DEPARTMENTAL REPORTS

A. Police Department – August 2011

Captain David Platt informed the Mayor and City Council of the vandalism which occurred at the new Fire Station which is in progress of being built. Over \$30,000 is the estimated damages to the station. The building was not secure; there were no doorknobs or door handles. The building is still under the construction company so it would fall under their insurance. The police have a lead on a person but they do not suspect that it will go far. The doors did not have handles because they were waiting on the telephone company. The doors are secure now at this time. Captain Platt stated there were a ton of things they could have stolen, but it was only damages.

MAYOR'S COMMENTS

None Heard.

CITIZEN'S COMMENTS

Mona Curtis, 107 East Idaho Street New Plymouth, Idaho, expressed her concerns of the gas and oil hydro-fracturing happening in New Plymouth. Her main concern was the location of the people doing the hydro-fracturing being directly in the middle of farms and dairies. She had found out that the reason they want it there is so they won't have to pipe it. Mona Curtis would like for the council to make a recommendation to the Payette County Planning and Zoning Commission for relocation of the hydro-fracturing facility. Mayor Williams stated that he had been with the Payette County Planning and Zoning for 20 years and they would always be sure to address the neighbors directly affected by the hydro-fracturing and that it is up to the County Commissioners what happens further.

Councilor Heleker stated that they are trying to put together a Student Advisory Committee. They are doing a survey in the English classes which will teach students what committees do and what advisory committees are. Councilor Heleker stated that he met with Ann Curtis in reference to the mural project on the Keystone building and that they will bring the Council some ideas and put together a PowerPoint presentation.

Mayor Williams stated that the Idaho Hall of Fame moved from the Chamber of Commerce building to the Museum. They have a traveling display which will promote what the Idaho Hall of Fame is about. This will be presented on a kiosk in the basement of the State Office. Mayor Williams is hoping that this will market the Hall of Fame more.

Councilor Cochran stated that on August 17th, 2011 he met with WICAP and they talked about encouraging lower income families to start trying to save to become more self-sufficient. Councilor Cochran stated that it was a good meeting and he had left a packet of information with Clerk Cordova.

ADJOURNMENT

A motion was made by Heleker and seconded by Mussell to adjourn the regular meeting at 9:53 PM.

The motion CARRIED.

Signed this _____ day of _____, 2011.

Jeff Williams, Mayor

ATTEST:

Mary Cordova, City Clerk

September 19, 2011

CITY OF PAYETTE

	9/9/2011	ET	109,625.75
CITY PAYROLL			
10-8 VIDEO	5030	5325	552.00
A COMPANY INC, PORTABLE RESTROOMS	5103	5399	52.32
A-PIUS AWARDS	5104	5400	33.00
ALBERTSON'S FOOD CENTER #168	5105	5401	521.82
ALLIED BUSINESS SOLUTIONS	5106	5402	2,724.00
ANALYTICAL LABORATORIES, INC.	5107	5403	1,250.00
ASSN. OF IDAHO CITIES, INC.	5101	5397	45.00
ASSN. OF IDAHO CITIES, INC.	5108	5404	380.00
ATLANTIC TACTICAL	5109	5405	58.98
BAKER AND TAYLOR	5111	5406	135.61
BDS	5112	5407	1,626.34
BIZ ZONE	5113	5408	188.19
BONNELL, COLLEEN	5114	5409	184.51
BRADY INDUSTRIES	5116	5410	371.69
BURKE ELECTRIC	5117	5411	99.00
C-Bass	5118	5412	20.00
CENTER POINT LARGE PRINT	5119	5413	131.22
CLAY PEAK LANDFILL	5120	5414	172.87
CONSOLIDATED SUPPLY	5121	5415	1,670.59
DCS TECH	5122	5416	15,228.17
DIG LINE, INC.	5123	5417	61.32
ERNIE'S ELECTRIC	5124	5418	415.20
FILTRATION TECHNOLOGY	5125	5419	6,636.10
FLEET SERVICES, HARRIS BANK	5126	5420	7,493.22
GALLS	5127	5421	1,414.04
HACH CHEMICAL	5128	5422	1,568.95
HARDIN SANITATION	5129	5423	14.50
HERITAGE METAL WORKS	5130	5424	63.00
HOLLADAY ENGINEERING, INC.	5131	5425	9,259.25
IDAHO CONCRETE	5132	5426	945.00
IDAHO POWER	5133	5427	391.11
INDEPENDENT ENTERPRISE	5134	5428	282.02
INDUSTRIAL WORLD	5135	5429	120.00
INTERMOUNTAIN GAS	5136	5430	1,738.08

INTERSTATE ALL BATTERY	5137	09/15/11	5431	96.24
L.N. CURTIS	5138	09/15/11	5432	633.90
LINDSAY ECOWATER	5139	09/15/11	5433	5.00
MATTHEW BENDER & CO., INC.	5140	09/15/11	5434	323.94
MCCREA HEATING AND PLUMBING	5141	09/15/11	5435	88.00
MICROMARKETING	5142	09/15/11	5436	235.53
NAPA AUTO PARTS	5143	09/15/11	5437	1,297.58
NATIONAL COATINGS, INC.	5144	09/15/11	5438	22,000.00
ONTARIO BEARING	5145	09/15/11	5439	56.50
OSBORN, BERT L.	5146	09/15/11	5440	2,600.00
PAETEC	5147	09/15/11	5441	22.42
PAPERCLIPS A MORE	5148	09/15/11	5442	574.98
PAYETTE COUNTY PARAMEDICS	5149	09/15/11	5443	100.00
PAYETTE COUNTY SHERIFF	5150	09/15/11	5444	20,263.19
PAYETTE HIGH SCHOOL	5151	09/15/11	5445	2,000.00
PAYETTE PRINTING	5152	09/15/11	5446	50.00
PAYETTE TIRE	5153	09/15/11	5447	1,843.38
PETTY CASH	5154	09/15/11	5448	86.90
PIPECO, INC.	5155	09/15/11	5449	1,349.93
POPULAR SCIENCE	5156	09/15/11	5450	39.97
QWEST	5157	09/15/11	5451	1,041.13
R.T.'S COMMERCIAL TIRE	5158	09/15/11	5452	139.86
SAV-ON BLDG	5159	09/15/11	5453	205.07
SEVENTEEN	5160	09/15/11	5454	20.00
STAPLES	5161	09/15/11	5455	414.01
STRICKLAND CONSTRUCTION	5162	09/15/11	5456	3,950.00
SYME ELECTRIC	5163	09/15/11	5457	857.69
T.A. WELDING	5164	09/15/11	5458	169.00
THREAD PRO	5165	09/15/11	5459	158.00
TOOMBS JANITORIAL	5166	09/15/11	5460	32.12
TROJEE AWARDS	5167	09/15/11	5461	73.50
UPS	5168	09/15/11	5462	19.77
VERIZON WIRELESS, BELLEVUE	5169	09/15/11	5463	583.26
WESCHEM INC.	5170	09/15/11	5464	7,130.00
WHITE CLOUD COMM.	5171	09/15/11	5465	47.50
XEROX CORPORATION	5172	09/15/11	5466	320.35

234,301.57

Play Day Proclamation



Whereas, play is a crucial factor in the overall well-being of children, and

Whereas, play spaces and playgrounds within walking distance of children's homes are missing from many communities and neighborhoods, and

Whereas, unstructured, unplanned, spontaneous, and self-motivated play is on the decline, and

Whereas, fewer children spend time outside at parks and playgrounds, and

Whereas, recess is being shortened or removed from school curriculums, and

Whereas, children who play are healthier and suffer less obesity and obesity-related health problems such as diabetes and heart disease, and

Whereas, children who play do better in school and develop cognitive skills that are linked to learning and academic performance, and

Whereas, children who play learn the social skills that help them become happy and well-adjusted adults, and

Whereas, parents, schools, child care centers, nonprofit organizations, businesses, churches, synagogues, mosques, and all interested parties wish to raise this community's children to become healthy, happy, and successful adults,

Now, Therefore, I, Jeffrey T. Williams, Mayor of the City Payette, Idaho, do hereby proclaim September 22, 2011 as "Play Day" in the City of Payette, Idaho, and I urge all citizens to celebrate Play Day and support efforts to build and maintain play spaces and playgrounds in their communities and neighborhoods.

Further, I urge all citizens to continue to support and maintain play spaces and playgrounds for the well-being of this and future generations.

Dated this 19th day of September, 2011

Mayor _____
Jeffrey T. Williams – City of Payette Mayor



IDAHO Business

Fall 2011

A photograph of three people on a wooden staircase in a modern building with a large skylight. A woman in a white lab coat is in the foreground, smiling and holding a glass. Behind her, a man in a suit and a woman in a blazer are also smiling. The scene is brightly lit, suggesting a professional and positive environment.

Healthcare fuels new growth

Innovation abounds in Idaho

REC-TECH LURES MANUFACTURERS

E-commerce Firm

Grows Rapidly, Quietly in Boise

By Julie Howard

Idaho's largest privately held technology business is mostly unknown even to Idahoans. With just 120 employees, the e-commerce company has revenues of more than \$400 million annually.

ClickBank can best be described as an Amazon.com for self-publishers, although some hard goods are sold through the e-commerce site. One user of ClickBank was a teenage boy who wrote an ebook on how to play, and win, at the game of World of Warcraft. The book produced more than \$800,000 of revenue, and the boy went on to sell several other of his books.

Another successful user was a woman who wrote a 40-page e-book on how to attract hummingbirds to one's backyard. That e-book produced about \$750,000 in revenue.

"We don't have just one or two vendors that provide most of the sales," said Steve Rouse, chief operating officer. "The revenue is very well distributed."

However, in addition to providing a sales platform, ClickBank also has a marketing component. This facet of the business unleashes a citizen marketing force that is rewarded each time a product is sold. ClickBank makes a sale somewhere in the world every three seconds and is ranked as one of the most highly-trafficked sites on the web.

ClickBank is one of two subsidiaries operated by the holding company Keynetics, based in Boise. The other subsidiary, Kount, is a fraud protection service for ecommerce payment transactions. When a company or bank requests authorization and a fraud score for a transaction, Kount provides it in real time, as the payment is being processed. The customer quickly receives notification whether the transaction is likely to be fraudulent.

The technology was initially developed to protect transactions taking place on ClickBank. Holding company Keynetics sold some of the



Keynetics Chief Operating Officer Steve Rouse

technology to FirstData and agreed to a non-compete clause for seven years. When the noncompete expired in 2008, Keynetics formed Kount around the technology.

Kount's customers include Chase Paymentech, which processes more than half of the internet transactions in the world, said Rouse. Other customers include companies like Staples, Crate & Barrel, Crocs, Allstate and Virgin Mobile.

The company was originally started in San Diego, Calif. in 1998 and moved to Boise in 2000 after founders looked for a more cost effective place to build a business. Rouse says Idaho's business environment has been good for the company; in fact, ClickBank's revenues grew by double digits in 2010.

"A lot of our success has to do with the type of people we have in our company. One of the great things about Boise is it's pretty easy to attract talent," said Rouse. "We're constantly scouring the valley for people, but if we have to go outside to, say, the Bay Area, it's easy to attract people to Boise because it's such a good place to live." ♦

1st Annual Founders Day Scramble
Honoring Don DeBord

Scotch Pines Golf Course

Saturday October 1

10:00 am Shotgun

4-person scramble

\$50.00 per player or \$200.00 per team

Win a
2011 Buick Regal
Hole in One
Hole #11
Sponsored
By
Hanigan
Chevrolet



1st, 2nd & 3rd
Net Prizes in
Scramble
Great Raffle Prizes

Team Registration

Name _____ HCP _____

Name _____ HCP _____

Name _____ HCP _____

Name _____ HCP _____

**PAYETTE PLANNING & ZONING COMMISSION
REGULAR MEETING
July 28, 2011**

6:00 PM –Planning & Zoning Meeting

ROLL CALL

Members Present: Larry Hogg, Randy Choate, Jim Franklin, Tom Ladley

Members Absent: Gary Youngberg, Brent King, Kevin Hanigan

Staff Present: Tiffany Howell, Assistant City Clerk

APPROVAL OF MINUTES

A motion was made by Franklin and seconded by Ladley to approve the regular meeting minutes of 06/23/2011 as written.

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

A motion was made by Franklin and seconded by Hogg to amend the agenda to include a county variance by Craig Jensen as item E under new business.

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

COMMUNICATIONS

None Heard.

PUBLIC HEARINGS

A. An application by Patricia Tilley for a Conditional Use Permit to sell fruits, vegetables and eggs at 1630 2nd Avenue South, MELCHERS ADDITION, E 100' OF N1/2 OF BLK 31. The property is zoned C1-Commercial.

Patricia Tilley – 1630 2nd Ave So –

Mrs. Tilley stated that she would like to sell her fresh fruits and vegetables out of her garden. She has six chickens and wants to sell their fresh eggs. Commissioner Franklin asked Mrs. Tilley how many parking spaces she had. Mrs. Tilley stated that you could park 4 in the driveway and 2 on the street. Commissioner Franklin asked Mrs. Tilley what kind of a sign she would be putting up. Mrs. Tilley stated that she was just going to put a little wooden sign in her front yard. Commissioner Franklin stated that she might want to look into the regulations on signs. Mrs. Tilley stated that she will not be able to start selling her items until the second week in August.

Commissioner Hogg asked if this was seasonal and when they will be opening. Mrs. Tilley stated they will be starting in August and finishing in late October. Commissioner Hogg asked if you can pull completely off the road. Mrs. Tilley stated yes it is a 2 car driveway. Mrs. Tilley stated she can park

her two vehicles plus 4 additional cars in her driveway. Commissioner Hogg stated that he is a little concerned about traffic and it is fairly blind coming around the corner and people will be backing out onto the street. Mrs. Tilley stated she has been doing it for four years and there are not problems and her neighbor stated they could park in their driveway and it is circular. Commissioner Hogg asked how much traffic Mrs. Tilley is expecting. Mrs. Tilley stated she's not sure, but she hopes not too much if it gets to extreme she will regulate it. Mrs. Tilley stated that she does not want more than six cars there at one time. Mrs. Tilley stated that she is donating a lot of her food to the food banks. Mrs. Tilley stated if it gets too crazy they will get a peddler's permit and sell it out of the back of her truck. Commissioner Franklin asked what her hours of operation were. Mrs. Tilley said they will be 7 days a week from 8am to 3 pm and earlier on the weekends.

B. An application by Neil Noel for a Conditional Use Permit to operate an internet radio station and website design at 1221 1st Avenue South, MELCHERS ADDITION, LOTS 6 & 7 BLK 21. The property is zoned A-Residential.

Neil Noel -1221 1st Avenue South –

Mr. Noel stated that he is running an internet radio station and they do web design and advertisement. We are a 24 hour operation 7 days a week with live shows Monday – Friday. Mr. Noel stated that they do take their gear to the businesses that advertise with them and set up and host it live from the business. Mr. Noel stated that he does this out of a small room in the back of his house and he has two computers, a couple of microphones and a soundboard. Mr. Noel stated that no one really comes to the residence. Commissioner Franklin asked if he will be having a sign. Mr. Noel stated no, he is his sign. Mr. Noel stated that on the back of his truck in tiny letters is his company name but no one would be able to know he was in business other than that advertisement. Mr. Noel stated that he plays music from the 70's 80's and 90's.

Public Hearing Closed at 6:15 PM.

OLD BUSINESS

A. Design review guidelines –

A motion was made by Franklin and seconded by Hogg to move this item to the next agenda.

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

NEW BUSINESS

A. Conditional Use Permit – Patricia Tilley – 1630 2nd Avenue South -

A motion was made by Franklin and seconded by Hogg to approve the conditional use permit for Patricia Tilley at 1630 2nd Ave So to sell fruits, vegetables, and eggs from July to October 7 days a week from 8:00 am to 3:00 pm and that this can be revisited upon complaints.

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

B. Conditional Use Permit – Neil Noel – 1221 1st Avenue South -

A motion was made by Franklin and seconded by Ladley to approve the conditional use permit for Neil Noel at 1221 1st Avenue South to operate a home internet radio and web design and that the permit can be revisited upon complaints.

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

C. Gas & Oil Ordinance–

A motion was made by Franklin and seconded by Hogg to move this item to the August agenda.

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

D. Curb Cut – Josh Jackson

Mr. Jackson stated that he had to shorten his building by 10' and he now needs a curb cut to park his truck in his driveway. The alley is less than 10' away from his proposed curb cut so that is why he is here. Mr. Jackson stated that it is going to be a total of 32' wide.

A motion was made by Franklin and seconded by Hogg to send a favorable recommendation to City Council for a curb cut application by Josh Jackson.

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

E. County Variance – Craig Jensen

A motion was made by Hogg and seconded by Franklin to send a favorable recommendation to City Council pending the Fire Chiefs approval.

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

ADJOURNMENT

A motion was made by Franklin and seconded by Ladley to adjourn to at 6:30 PM.
The motion CARRIED.

Recording Secretary
Tiffany Howell

ORDINANCE NO. _____

AN ORDINANCE DECLARING A 180 DAY MORATORIUM ON THE ACCEPTANCE OR PROCESSING OF APPLICATIONS FOR PERMITS TO PERMIT MINERAL EXTRACTION THROUGH OIL AND GAS EXPLORATION OR OPERATIONS WITHIN THE CORPORATE LIMITS OF THE CITY OF PAYETTE; DIRECTING THE CITY STAFF TO INITIATE A COMPREHENSIVE REVIEW OF THE CITY'S ORDINANCE GOVERNING PROCEDURES FOR MINERAL EXTRACTION AND OIL AND GAS EXPLORATION AND EXTRACTION AND TO PROPOSE REVISIONS THERETO; PROVIDING A PROCEDURE FOR A VARIANCE FROM THIS MORATORIUM; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON PASSAGE.

WHEREAS, the City of Payette, Payette County, Idaho (the "City"), is a municipal corporation duly organized and operating under the laws of the state of Idaho; and

WHEREAS, the City Council of the City of Payette is aware of an increased interest in oil and gas exploration and production in the Southwest Idaho area; and

WHEREAS, the City Council has conducted such investigations as it deemed necessary to determine the state of regulations now applicable to oil and gas exploration and other forms of mineral extraction under the current ordinances and regulations of the City of Payette; and

WHEREAS, the City Council, after due and careful consideration, has determined that the current regulations may not be adequate to address environmental and land use compatibility issues created by oil and gas exploration and mineral extraction activities; and

WHEREAS, the City Council finds that it is necessary in order to promote the health, safety, and general welfare of the community to promulgate a set of procedural and substantive standards pending the City's investigation of the impacts of gas and oil well drilling and production in the city and its Impact Area; and

WHEREAS, the City Council believes that it is reasonable and necessary to update municipal ordinances and regulations to provide for a fair and equitable system of regulations relating to oil and gas exploration and mineral extraction so as to protect the property interest of mineral estate owners while

protecting the rights, opportunities and property interests of surface estate owners; and

WHEREAS, it is important and necessary to preserve the status quo while a review and update of these regulations are being developed and implemented to ensure compatible land uses that do not negatively impact property values or neighborhood character; and

WHEREAS, the City Council believes that the staff of the City of Payette should undertake those studies or analyses necessary to prepare the appropriate recommendations for Council action; and

WHEREAS, the primary gas fields being explored are located in the Payette River corridor, and

WHEREAS, the Payette River corridor runs through the City of Payette and an old well that bubbles natural gas is located on the southwest side of the City; and

WHEREAS, the City anticipates that there could be an interest in drilling along the river within the City limits before ordinances and regulations can be properly evaluated and put in place the Payette City Council has found an emergency to exist; and

WHEREAS, the City Council of the City of Payette recognizes that there may be individuals or businesses who have a legitimate reason to seek a variance from the requirements of this moratorium based upon the unique needs of their project and who are able to demonstrate that the approval of their project will not defeat the purposes of the City in adopting this moratorium.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PAYETTE, IDAHO:

SECTION 1

A moratorium is hereby imposed on the receipt, processing and approval of applications for oil and gas well permits that would permit mineral extraction and/or oil and gas exploration and extraction within the corporate limits of the City of PAYETTE. The moratorium shall be in place for one hundred

eighty (180) days following the adoption of this Ordinance and may thereafter be extended by the City Council for good cause shown.

SECTION 2

The moratorium established herein shall apply to all gas wells and developments that do not have an existing oil and gas well permit for oil and gas exploration or mineral extraction under the terms of City Ordinance. Any application now in process is subject to this moratorium.

SECTION 3

The City staff are hereby directed to initiate and complete those studies and analysis necessary to determine what, if any, regulatory changes to the ordinances of the City of Payette are reasonable and necessary to permit mineral extraction and oil and gas exploration and extraction without negatively impacting the interest of surface estate owners within the City. The City Staff are directed to review all appropriate environmental, planning materials and development regulations to suggest changes, if appropriate, that would protect the interest of both mineral estate owners and surface estate owners while ensuring the highest degree of concern for the preservation of the public health, safety, morals and general welfare. The staff shall complete their work and make their recommendations to the City Council within one hundred eighty (180) days following the adoption of this Ordinance or; if they should determine that this time period is not feasible, report back to the City Council with a proposed calendar in which they will complete their work. The Staff shall solicit such input as they deem necessary and appropriate from all affected and interested parties in preparing their recommendations.

SECTION 5

Any property owner who believes that the imposition of this moratorium causes a unique and unreasonable hardship upon his or her property or business shall have the right to request a variance and shall submit a written request to the City Council by transmitting same to the City Clerk's office. The request must provide the following information:

- a. A description of the property to be covered by the

variance.

- b. An explanation as to why the application of the moratorium is unreasonable as applied to the applicant's property.
- c. A description of any negative impacts created by the moratorium provision.
- d. Any property interests asserted by the applicant.
- d. A plan to insure that the public health, safety and welfare is protected during the drilling and/or extraction process.

The City Clerk's office shall place the request for a variance on the agenda of the City Council for consideration at a public meeting. The applicant shall receive written notice of the date of the proposed hearing on the variance request. The City staff shall not be required to provide written notice of the variance request to any other individual or entity. On the date that the item is set for hearing, the City Council shall conduct a public hearing on the variance request giving any individual who desires to present information or evidence to the City Council on the appropriateness or inappropriateness of the variance, the opportunity to appear before the City Council and present such information. At the conclusion of the hearing, the City Council, by majority vote, may approve a variance to the provisions of this moratorium ordinance or may deny the request for variance. The City Council, in granting such variance and subsequent permit, may place such reasonable conditions and requirements on such permit to insure the public health, safety and welfare is protected.

SECTION 6

This ordinance shall be cumulative of all provisions of the ordinances of the City of Payette, Idaho, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 7

If any portion of this Ordinance should be found to be

unconstitutional or unenforceable for any reason, the remainder of the Ordinance shall be applied to effectuate the purposes of this Ordinance.

SECTION 8

This moratorium shall remain in full force and effect upon its passage and for a period not to exceed 180 days, unless terminated prior to that time by action of the City Council.

SECTION 9

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

SECTION 10

Any violation of this Ordinance shall be a misdemeanor punishable by fine and/or imprisonment up to but not exceeding the maximum penalties set forth in Idaho Code § 50-302, as amended. Each day during which a violation takes place or is allowed to continue shall constitute a separate violation of this chapter.

PASSED and APPROVED by the Mayor and City Council of the City of Payette, Idaho this ____ day of _____, 2011.

CITY OF PAYETTE, IDAHO

by _____
JEFFREY T. WILLIAMS, Mayor

ATTEST:

Mary Cordova, City Clerk



CITY OF PAYETTE, IDAHO

AGENDA STATEMENT

To: Honorable Mayor & Members of the Payette City Council
From: Jennifer Kelley *JK*
Date: 9/15/2011
Re: Revolving Loan Fund Application

BACKGROUND & JUSTIFICATION: The Payette Urban Renewal Agency has determined the potential overall economic benefit an urban renewal district can bring and has decided to add an additional urban renewal district at the south end of town along Highway #95. State law requires an urban feasibility study, financial analysis and urban renewal project plan which potentially could cost \$40,000. PURA does not have the funding for such. The Administration & Finance Committee reviewed the \$40,000 loan request during their meeting of September 14, 2011.

FISCAL IMPACT: The Revolving Loan Fund would finance PURA's proposed plan study. The current available budget in that fund is \$100,000.

RECOMMENDATION: After reviewing the loan application, the Administration and Finance Committee recommended loaning \$40,000 from the Revolving Loan Fund at 3.5% annual interest; 10 year term; with payments of 90% of tax receipts.

**INTERGOVERNMENTAL AGREEMENT
LOAN AGREEMENT**

THIS AGREEMENT, made on September _____, 2011, by and between Payette Urban Renewal Agency, hereinafter called Borrower, and the City of Payette, Idaho, a municipal subdivision of the State of Idaho, hereinafter called Lender or City.

WITNESSETH

In consideration of the covenants and agreements herein contained, the mutual benefits to be derived by the parties and the payment of the rental, Borrower does hereby borrow and the Lender hereby loans a sum not to exceed FORTY THOUSAND AND (\$40,000) DOLLARS.

Terms: the Lender agrees to make available a sum up to \$40,000.00.

Borrower's Warranty. Borrower warrants that it is a non-profit, tax supported, public entity neither Article XII, Section 4 or Article 8, Section 4 of the Idaho Constitution prohibits the Lender from extending credit to the Borrower. Borrower shall provide the Lender with an attorney's opinion that this transaction is not prohibited by Idaho Code or the Idaho Constitution. In addition, the legal opinion shall confirm that tax exempt status of the Borrower, that it has been lawfully formed, that it has the authority to enter into this transaction, that all steps have been taken by the Board of Directors or the board which possesses the authority to make such decisions that the borrower has taken all legal steps necessary to enter into this agreement, and that the Borrower may pledge it's anticipated tax receipts as collateral to secure this agreement and the subsequent note.

Additional Information. The borrower shall present the Lender with a copy of the Borrower's budget together with the names of the individuals who have authority to act on behalf of the Borrower.

Assignment. No part of this Agreement may be assigned by the Borrower, whether by intentional assignment or by operation of law, except with the express written consent of the Lender. This transaction is entered into based upon Borrower's reliability and its status as a tax supported public entity.

Purpose of Agreement. The purpose of the transaction is to provide the Borrower with financing for the professional planning of an urban renewal district.

Payments. Payments shall be annual. The first payment shall be due within twenty days of taxes collected from Payette County by the Payette Urban Renewal District. The first payment to the Lender shall be no less than ninety percent (90%) of the tax received. Payments shall be amortized over a 10 year period and shall include both interest and principal.

Interest. Interest shall commence on the date this agreement is signed by the Payette Urban Renewal Agency. The rate shall be three and ½ percent (3.5%) APR, simple interest.

Collateral. The Borrower shall pledge anticipated tax revenues to guarantee repayment of this Agreement.

Drafting of Note and Related Papers. Immediately after signing this agreement, the parties shall cause to have drafted and shall sign a note and security agreement with shall reflect the terms of this Agreement.

Default. In the event the Borrower fails to make a payment on time, the Lender shall provide the Borrower with a written notice of default informing the Borrower of the nature of the default. Borrower shall have forty five (45) days to cure the default.

Payments. Payments shall be made to Lender at 700 Center Avenue, Payette, Idaho, 83661. Any notices that may be required to be sent to the Lender shall be sent to the same address. Any notice that shall be sent to the Borrower shall be sent to Mary Cordova, City Clerk, 700 Center Avenue, Payette, Idaho, 83661. If necessary, both parties shall be responsible for providing the other party with a change of address.

Preparation of Loan Agreement. It is understood by and between the parties that this Agreement has been drawn by the Attorney for the Lender.

Enforcement Expense. If it becomes necessary for either party to retain the services of a lawyer for the purpose of enforcing the terms of this Agreement, the party at fault agrees to pay to the other a reasonable attorney's fee for such services rendered in the event that the matter of default is resolved without actual litigation. In the event of litigation, the attorneys fees shall be set by the Court or the Appellate Court.

Interpretation. The underlined paragraph headings herein are only intended as a handy reference index and shall not control the interpretation or limit the meaning of any term of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this and one (1) like instrument of even date and equal tenor on the day and year first above written.

BORROWER

LENDER

Payette Urban Renewal Agency
President

City of Payette, Idaho
Jeff Williams, Mayor

Secretary

Mary Cordova, City Clerk

STATE OF IDAHO)
)ss:
COUNTY OF PAYETTE)

On _____, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeff Williams and Mary Cordova, known to me to be the persons whose names are subscribed to the foregoing Agreement and acknowledged to me that they executed that same as the Mayor and Clerk of the Lender.

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

Notary Public for Idaho
Residing at Payette, Idaho
My Commission Expires:_____

STATE OF IDAHO)
)ss:
COUNTY OF PAYETTE)

On _____, 2011, before me, the undersigned, a Notary Public in and for the State, personally appeared _____ and _____, President and Secretary of the Payette Urban Renewal Agency, known to me to be the persons whose names are subscribed to the

foregoing Agreement and acknowledged to me that they executed the same as officers of the Borrower.

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

Notary Public for Idaho
Residing at Payette, Idaho
My Commission Expires: _____

IDAHO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CFDA #: 14.228

GRANTEE NAME: City of Payette
GRANTEE ADDRESS: 700 Center Avenue, Payette, ID 83661
GRANTEE DUNS NO: 02-857-2709 GRANTEE CCR NO.: 5GMD3
PROJECT TITLE: Maple Tree House
CONTRACT NO.: ICDBG-11-III-21-PF

This Contract is made pursuant to the Idaho Community Block Grant Program (ICDBG) and is entered into between the Idaho Department of Commerce (DEPARTMENT), and the City of Payette (GRANTEE).

The DEPARTMENT and GRANTEE hereby agree as follows:

1. **Compliance Requirements:** GRANTEE, sub-recipients, contractors, and subcontractors, receiving ICDBG funds shall comply with 24 CFR, part 570 Community Development Block Grants and applicable subparts as amended; the terms and conditions of Federal Grant Number B-11-DC-16-0001; the procedures in the DEPARTMENT’s ICDBG Application Handbook and Grant Administration Manual; and the DEPARTMENT’s most current consolidated plan. GRANTEE shall also comply with the federal laws and adopted citizen participation plan as certified to by the chief elected official on the certification page of the GRANTEE’s application.
2. **ICDBG Amount:** The maximum amount of ICDBG assistance awarded by this Contract is Five Hundred Thousand Dollars (\$500,000).
3. **Match:** GRANTEE shall provide up to Two Hundred Forty-four Thousand Dollars (\$244,000) in matching funds for the purposes of completing this project. In the event costs exceed the total dollars budgeted for the project, GRANTEE shall be responsible for providing the additional funds needed to complete the project.
4. **The Project:** Attached hereto as Attachment “A” and incorporated herein is the Scope of Work and Project Schedule. At a minimum, Attachment “A” shall consist of the following components:
 - a. Construction Scope of Work
 - b. Design professional and grant administration
 - c. Furthering Fair Housing Plan
 - d. 504 Accessibility and Transition Plan
 - e. National Objective
 - f. State goals and strategies
 - g. Schedule
5. **Environmental Standards and Conditional Commitment of Funds:** GRANTEE and not the Sub-recipient hereby assumes responsibility for the completion of an environmental review process under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and related laws, as furthered by HUD regulations contained in 24 CFR part 58 and the ICDBG Grant Administration Manual. Notwithstanding any provision of this Contract, the parties hereto agree and acknowledge that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only after satisfactory completion of the ICDBG’s environmental review process under 24 CFR Part 58 and issuance of the DEPARTMENT’s Notice of Concurrence. The parties further agree that the payment of any funds by the DEPARTMENT under this Contract is conditioned on the DEPARTMENT’s determination, in its sole discretion, to proceed with, modify or cancel the project based on the results of a subsequent environmental review and agreement upon and implementation of the mitigation measures required by the DEPARTMENT pursuant to Section 6 of this Contract.

6. **Mandatory Mitigation Measures:**

The GRANTEE must implement the mitigation measures as identified in Attachment "C".

7. **Sub-recipient Agreements:**

GRANTEE has designated ROSE Advocates a non-profit entity in good standing and authorized to conduct business in the state of Idaho as the Sub-recipient of all or a portion of the ICDBG grant award. GRANTEE further agrees to enter into a contractual relationship with the Sub-recipient for completion of the Project in accordance with ICDBG's requirements.

GRANTEE shall notify the DEPARTMENT and forward for prior review and approval all proposed Sub-recipient agreements. If the application and project appear to be compliant with the prerequisites of the ICDBG program, the DEPARTMENT may agree to allow the Sub-recipient agreement. All proposed amendments to Sub-recipient agreements shall also have prior DEPARTMENT approval before they can become effective. The Sub-recipients must comply with all applicable federal, state and local laws, regulations and ordinances. All Sub-recipient agreements shall require compliance with all applicable ICDBG regulations.

8. **Additional Assurances:** GRANTEE shall remain fully obligated under this Contract notwithstanding GRANTEE's designation of third parties for the undertaking of all or any part of the Project that is the subject matter of this Contract.

9. **Special Conditions:** None

10. **Relationship of Contracting Parties and Indemnification:** Grantee specifically recognizes and acknowledges that nothing contained in this Agreement shall create, or be deemed to create between GRANTEE and the DEPARTMENT any principal-agent, master-servant, joint venture or employer-employee relationship. GRANTEE is solely responsible for the completion of the project, and agrees to complete the project in accordance with the terms of this Contract.

GRANTEE shall defend, protect, and hold harmless the Department and the State of Idaho, and all officers, employees, and agents thereof, against all claims, suits or actions arising from any act of omission or commission of GRANTEE or any of its employees, Sub-recipients or agents while performing any work, services, or activities, or providing any materials relating to or in connection with the performance of this Contract.

11. **Period of Performance:** Work on the Project covered by this Contract began on June 16, 2011, and shall continue as set forth in Attachment "A" until the Project is completed and closed-out. If GRANTEE has not completed the Project and submitted all ICDBG close-out documents within one (1) year from the 100% Construction Complete date as set forth in Attachment "A", all remaining and unexpended ICDBG funds will be retained by the DEPARTMENT.

12. **Project Budget & Payments:** Attached hereto as Attachment "B" and incorporated herein is the Project Budget. GRANTEE shall adhere to the budget as outlined in Attachment "B." ICDBG funds cannot be shifted to new activities or between approved activities without an amendment to both Attachments "A" and "B." The use of ICDBG funds for administrative costs shall not exceed a maximum of 10% of the total ICDBG award.

GRANTEE may periodically request grant funds up to 100% of the value of work performed for all items in the ICDBG budget, except for the administration and construction line items as provided in the paragraphs below. If the DEPARTMENT is satisfied in its sole discretion with the payment request, the DEPARTMENT may pay the amount requested within thirty (30) days from receipt of the request. GRANTEE shall certify that all work that is billed to the DEPARTMENT is complete at the time of the billing. GRANTEE shall be responsible for any discrepancy or error in billing or documentation.

Payment for all ICDBG construction funds may be up to ninety-five percent (95%) of the total ICDBG construction line item as identified in Attachment "B." The remaining 5% of ICDBG construction funds shall

be released upon the DEPARTMENT's approval of the GRANTEE's certificate of substantial completion and other close-out documents as determined by the DEPARTMENT.

GRANTEE must demonstrate to the DEPARTMENT that all applicable ICDBG requirements have been satisfied and that all Contract Project files are complete. GRANTEE must submit to the DEPARTMENT all required documentation. The DEPARTMENT shall retain at a minimum 5% of the ICDBG funds budgeted for administration as identified in Attachment "B" until GRANTEE demonstrates to the DEPARTMENT's satisfaction that GRANTEE has met the national objective and complied with all ICDBG grant requirements.

Eligible project costs incurred prior to this Contract's effective date may be approved at the DEPARTMENT's discretion, but only if the environmental review for that activity has been completed.

- 13. Remedy for Noncompliance:** If the DEPARTMENT determines in its sole discretion that GRANTEE has failed to comply any term or condition of this Contract, the parties agree that the DEPARTMENT's obligation to make payments under this Contract is suspended until such noncompliant issue or situation is resolved to the mutual satisfaction of both parties.

A determination of noncompliance by the DEPARTMENT may occur as a result of, but shall not be limited to, the following events:

- a. Project construction is abandoned or unreasonably delayed, or is discontinued for a period of thirty (30) consecutive calendar days, without prior written approval from the DEPARTMENT.
 - b. GRANTEE fails to cause Project construction to be completed in accordance with the requirements of this Contract.
 - c. The Project is materially damaged or destroyed by fire or other casualty and the loss, in the reasonable judgment of the DEPARTMENT, is not adequately covered by insurance.
 - d. The existence of any material or intentional misrepresentations of fact by GRANTEE in any document submitted to the DEPARTMENT in support of the grant or in connection with any of the grant documents.
 - e. GRANTEE's failure to furnish to the DEPARTMENT within thirty (30) days and without demand, a true copy of any notice or other document received by or available to GRANTEE disclosing any requirement, deficiency or the violation of any law, regulation or ordinance bearing upon the Project funded by this Contract.
 - f. The Project fails to meet ICDBG requirements as defined by the DEPARTMENT.
- 14. Contract Amendments:** The DEPARTMENT may amend this Contract on its own initiative or at the request of GRANTEE to reflect changes in the Scope of Work, Project Design or Project Budget. Such changes shall be mutually agreed upon, and evidenced by a written contract amendment. In no case shall the nature or purpose of the project be amended from what was generally described in the application except as provided for in the ICDBG's Administrative Rules at IDAPA 48.01.01.
- 15. Financial and Progress Reports:** GRANTEE shall keep books, records, and accounts of all activities related to this Contract. On each interim request for funds submitted to the DEPARTMENT, GRANTEE shall certify that the information contained in the interim request for funds is true and correct based upon GRANTEE's official accounting records. GRANTEE shall also submit a final financial report that details all costs incurred by budget line according to Attachment "B." This report shall be submitted upon completion of the Project funded by this Contract.

GRANTEE shall submit progress reports as specified in the DEPARTMENT's Grant Administration Manual. A detailed written final report with documentation of the activities carried out and benefits generated shall be submitted to the DEPARTMENT at the conclusion of the Project. GRANTEE shall disburse ICDBG funds within 3 to 5 business days of their receipt. GRANTEE may keep up to \$100.00 in interest accrued on ICDBG funds, but shall return any amount in interest over \$100.00 to the DEPARTMENT.

- 16. Other Items and Documents:** GRANTEE shall provide the DEPARTMENT all other items and documents as the DEPARTMENT requires for the administration of this Contract within thirty (30) days of the date of the written request.

17. Certified Grant Administrator: In accordance with Idaho Administrative Code all Grantees before expenditure of ICDBG funds are required to have under contract a Department approved Grant Administrator. The Grant Administrator is responsible for administrative duties as outlined in the ICDBG Grant Administration Manual and in accordance with ICDBG's professional services contract.

18. Insurance During Construction: By executing this Contract, GRANTEE warrants that contractor(s) or other parties selected to perform construction work on the project shall have in effect without interruption from the date of construction commencement until final payment is made and the Project is closed-out pursuant to the terms of this Contract, the types of insurance deemed necessary by GRANTEE and the DEPARTMENT for the type and amount of construction described in Attachment "A."

Further, GRANTEE warrants such insurance coverage shall be written on an "occurrence" basis and will be obtained with the following minimum liability limits:

a. Workers' Compensation Insurance and Employer's Liability Insurance:

- (1) State: Statutory Limits
- (2) Employer's Liability: \$100,000 per accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

b. Comprehensive or Commercial General Liability Insurance with the DEPARTMENT as a named insured to include premises operation, owners and contractors protective liability, products and completed operations liability, personal injury liability including employee acts, broad form property damage liability and blanket contractual liability, with no exclusion for explosion (X), collapse (C) and underground (U) hazards:

- (1) \$1,000,000 Each Occurrence
- (2) \$1,000,000 Personal Injury
- (3) \$2,000,000 Products/Completed Operations to be maintained for two (2) years following final payment
- (4) \$2,000,000 General Aggregate

c. Automobile Liability Insurance with the DEPARTMENT as a named insured for bodily injury and property damage: \$1,000,000 Combined Single Limit

d. Property or Builder's Risk Insurance to include coverage for all direct physical loss, also known as "Special Causes of Loss" in an amount equal to one-hundred percent (100%) of the estimated maximum value of the Project upon completion with the broadest form of "all risk" coverage possible.

e. Volunteer Liability Insurance coverage if volunteers are used to do Project work.

GRANTEE shall include these same requirements in contracts with grant sub recipients.

19. Contract Services: GRANTEE shall follow ICDBG procurement requirements as outlined in the DEPARTMENT's most current ICDBG Grant Administration Manual, if ICDBG funds will be paying for the services. GRANTEE shall provide the DEPARTMENT with a copy of all requested documents related to the procurement of contract services.

20. Certification Regarding Debarment: By executing this Contract, GRANTEE certifies to the DEPARTMENT that it will not execute a contract with parties that are identified as debarred, suspended, or ineligible as set forth in 24 CFR part 5.

21. Project Signage: Upon approval from the DEPARTMENT to proceed with construction, GRANTEE shall, unless otherwise directed by the DEPARTMENT, erect a sign located prominently at each major construction project site. The sign shall be maintained in good condition and shall not be removed until three (3) months after the Project is completed. Project sign requirements shall be provided by the DEPARTMENT.

22. **Representation and Warranties:** GRANTEE represents, warrants, and agrees that the Project funded by this Contract, both during construction and at the time of completion, and the contemplated use thereof, shall not violate any applicable zoning or use statute, ICDBG mitigation measure, ordinance, building code, rule or regulation, or any covenant or agreement of record. GRANTEE agrees that it will furnish documentation satisfactory to the DEPARTMENT regarding the representations and warranties made in this Section.

GRANTEE will provide evidence of ownership in the form of fee simple title or long-term lease and right of access or easements for real property on which the project is to be constructed. Clear title to all real property necessary for the successful operation of the facilities shall be guaranteed by the GRANTEE for the useful life of the project.

23. **Use of Real Property:** GRANTEE represents and agrees that the purchase of any property and undertakings pursuant to this Contract are and will be for the purpose of providing, improving, or expanding public infrastructure or facilities. No voluntary or involuntary successor in interest of GRANTEE shall acquire any rights or powers under this Contract without prior written consent of the DEPARTMENT.

GRANTEE shall not change the use or planned use of any such property, including the beneficiaries of such use, from that for which the acquisition or improvements were made. If GRANTEE desires to change the use, GRANTEE must submit the request in writing to the DEPARTMENT for prior approval before applying the standards of 24 CFR 570.505. If changes are made without the DEPARTMENT's prior approval, all ICDBG funds disbursed to GRANTEE under this Contract shall become due and payable to the DEPARTMENT and the DEPARTMENT shall be excused from making any further disbursements of ICDBG funds under this Contract.

24. **Conflict of Interest of Members, Officers or Employees of Grantee, Members of Local Governing Body or Other Public Officials:** No member, officer or employee of GRANTEE or its sub-recipients or agents, no member of the governing body where the Project authorized by this Contract is located, and no public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with the Project funded by this Contract. The requirements of this Section are to be included in all sub-recipient agreements, subcontracts and assignments.

25. **Audit and Monitoring:** GRANTEE shall provide the DEPARTMENT with an annual financial audit in accordance with OMB Circular A-133 and the Single Audit Act of 1984. The audit shall be completed by a certified public accountant during the regular annual audit cycle. GRANTEE shall provide annual audits through the last fiscal year grant funds are expended.

The DEPARTMENT may monitor and make periodic inspections and evaluations of the Project funded by this Contract and any books, accounts, reports, files, and other papers and records pertaining to the Project. GRANTEE shall make its books, accounts, reports, files, and other records available to the DEPARTMENT during regular working hours. GRANTEE shall maintain these books, accounts, reports, files, and other records for at least four (4) years following closeout of the Project.

In the event GRANTEE provides any portion of its ICDBG funds in any fiscal year to a sub-recipient, such as a special district or a non-profit organization, GRANTEE shall require the sub-recipient to comply with the audit and monitoring requirements of Circular A-133 or Circular A-110. GRANTEE shall be responsible for monitoring sub-recipient compliance with all federal and state laws and regulations including the audit requirements of this Section.

GRANTEE agrees that HUD Representatives, the Inspector General or the General Accounting Office shall also have access to all books, accounts, reports, files, and other papers, or property pertaining to the Project funded by this Contract.

26. **Termination:** This Contract may be terminated at any time without cause by either party upon thirty (30) days prior written notice being given to the other party. On termination of this Contract, all accounts and payments

will be processed according to the terms of this Contract for approved Project work rendered to the date of termination.

APPROVED:

STATE OF IDAHO
Department of Commerce

CITY OF PAYETTE

Director

The Honorable Jeff Williams
Mayor

Date

Date

For Internal Use of the Department

Reviewed and Approved



Lane V. Packwood
Economic Development Administrator

Date

9/6/11



Dennis J. Porter
Community Development Manager

Date

9/1/11



Melonie Bartolome
Financial Manager

Date

9/6/11

ATTACHMENT A

Contract No.: ICDBG-11-III-21-PF
Maple Tree House Project

- A. Construction Scope of Work – Construction of a new facility in the City of Payette that includes a six bedrooms, living area, and office/support space to provide safe, emergency housing and victim advocacy services to residents of Payette, Washington, Adams and Valley Counties.
- B. Design Professional and Grant Administration – Professional services necessary to design and administer the construction scope of work and the GRANTEE’s plans in accordance with applicable codes and regulations.
- C. Furthering Fair Housing Plan – To affirmatively further fair housing the GRANTEE must designate a fair housing resource person, conduct a fair housing assessment, proclaim April as fair housing month and publicly display fair housing information.
- D. 504 Accessibility and Transition Plan – The GRANTEE shall update its existing 504 Evaluation and Transition Plan. The GRANTEE must also adopt and publish a Grievance Procedure policy and Non-Discrimination Regarding Disability policy.
- E. National Objective – Limited Clientele
Total number of person to benefit: 5,984
- F. State Goal – Preserve and enhance suitable living environments
State Strategy – Increase access to quality facilities and services

G. Schedule

Design Professional Contract Executed	Completed
Environmental Release	Sept 2011
Bid Document Approval	Sept 2011
Bid Opening	Sept 2011
Construction Contract Executed	Oct 2011
Start Construction	Oct 2011
Construction 50% Complete	Jan 2012
Second Public Hearing	Jan 2012
Construction 100% Complete	May 2012
Update Fair Housing Plan	Dec 2012
Update 504 Review and Transition Plan	Dec 2012
Final Closeout	July 2012
Final Audit	Dec 2012

ATTACHMENT B

Budget

Grantee: City of Payette

Project No.: ICDBG-11-III-21-PF

Project: Maple Tree House

LINE ITEMS	AMOUNTS			Total
	ICDBG Grant	City In-Kind	ROSE Advocates Cash	
Administrative Expenses*		\$9,000		\$9,000
Project Planning				\$0
Design Professional			\$33,190	\$33,190
Construction	\$500,000	\$35,000	\$166,810	\$701,810
Total Costs	\$500,000	\$44,000	\$200,000	\$744,000

Remarks:

*No more than 10% of ICDBG funds shall be used for Administrative expenses.

ATTACHMENT C

ICDBG Mitigation Measures

Maple Tree House Project
ICDBG-11-III-21-PF

Mitigation Measures

- A. The construction contractors must comply with the Rules for the Control of Air Pollution in Idaho, IDAPA 58.01.01.651, by implementing precautions to prevent particulate matter from becoming airborne.
- B. If any items of suspected historical or archaeological value are uncovered during construction, the contractor will be required to stop work and contact the Idaho State Historic Preservation Office and the Idaho Department of Commerce.
- C. The collection and disposal of storm and surface water runoff from the project site must comply with the Idaho Department of Environmental Quality's (DEQ) Catalog of Storm Water Best Management Practices for design of all storm water treatment and disposal systems.

SUBRECIPIENT AGREEMENT

**AGREEMENT BETWEEN THE CITY OF PAYETTE, IDAHO
AND
ROSE ADVOCATES
FOR
THE MAPLE TREE HOUSE PROJECT**

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Payette (herein called the "Grantee") and ROSE Advocates (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the State of Idaho, Department of Commerce, Community Development Block Grant Program ("the Department") originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering a CDBG Grant as its Project Activity, known as construction of the Maple Tree House - a Domestic Violence/Family Advocacy Center in a manner satisfactory to the Idaho Department of Commerce and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 Construction of a Domestic Violence/Family Advocacy Center to provide protection and advocacy services to victims of domestic violence, dating violence, sexual assault and stalking to the residents of Payette, Washington, Valley and Adams Counties.

General Administration

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

C. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Construction of the facility shall commence by the 31st day of October, 2011 and end on the 31st day of October of 2012. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

It is expressly agreed and understood that the maximum amount available under this Agreement shall not exceed \$500,000. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient. The proposed construction budget is outlined in Appendix "A" to this agreement.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$500,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

<u>City:</u>	<u>Subrecipient</u>
<u>Mary Cordova</u> , Administrator	<u>Dolores Larsen</u> , Exec. Director
City of Payette, Idaho	ROSE Advocates
700 Center Avenue	25 W. Idaho Street
Payette, Idaho, 83661	Weiser, Idaho, 83672
208-642-6024	208-424-1231
208-642-1412	

VI. SPECIAL CONDITIONS

The Subrecipient shall ensure compliance with all applicable Fair Housing Laws, Section 504 of the Rehabilitation act, and Americans with Disabilities Act requirements.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or

medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

G. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any

terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after the conclusion or termination of all activities funded under this Agreement.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to

services provided under this contract, is prohibited by the financial Privacy Act unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular A-133.

C. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period. The use for which the real property is being improved shall not be abandoned nor changed for a period of five years. In the event the Subrecipient abandons the property or changes or attempts to change the use to one that does not meet CDBG National Objectives in less than five years from when Subrecipient receives title, the real property shall revert to the Grantee.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and project related reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

2. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.

3. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a) Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b) Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written

reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

- c) Content: The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

3. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

4. Lobbying

The Subrecipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Grantee]

[Subrecipient]

By _____
Mayor Jeffrey T. Williams

By _____
Dolores Larsen
Executive Director

Attest _____
CITY CLERK

**COOPERATIVE AGREEMENT
PROJECT NO. A012(357)
FY13 D3 INTERSECTION IMPROVEMENTS
US-95, CITY OF PAYETTE
KEY NO. 12357**

PARTIES

This Agreement is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF PAYETTE**, hereafter called the City.

PURPOSE

The City of Payette wishes to install a traffic signal at the intersection of SH52 and US95 within the City limits. The State has agreed to participate in the costs of the traffic signal installation in exchange for the City of Payette taking possession of the US-95 Spur as identified in a separate Road Closure and Maintenance Agreement. Costs associated with this request are outlined in the attached preliminary cost estimate marked Exhibit A. This Agreement will provide for the responsibilities of the parties in this project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

It is mutually agreed and understood by the Parties that:

SECTION I That the State will:

1. Upon receipt of a valid bid for installation of the traffic signal and upon receipt of approved invoices for cost incurred for construction engineering and inspection, pay to the City the amount of the bid and costs incurred, not to exceed Two Hundred Fifty-Thousand Dollars (\$250,000).
2. Review and approve construction plans for the installation.
3. Perform an inspection of the work upon notification from the City of substantial completion of the work.

SECTION II That the City will:

1. Provide for installation of the traffic signal at the intersection of SH52 and US95.
2. Provide copies of the construction plans to the State for review.

3. Notify the State upon substantial completion of the work and provide the opportunity for inspection by the State of the completed project.
4. Maintain record of all costs incurred on the project. Any funds provided by the State not used for the improvements will be refunded to the State upon completion of the project.
5. Indemnify, save harmless and defend regardless of outcome the State from expenses of and against suits, actions, claims, or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the City in the construction and maintenance of the work.

GENERAL:

1. This Agreement shall become effective on the first date mentioned above, and shall remain in full force and effect until amended or replaced upon the mutual written consent of both parties.

EXECUTION

This Agreement is executed for the **STATE** by its Highways Program Oversight Engineer, and executed for the **CITY** by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Payette.

**IDAHO TRANSPORTATION DEPARTMENT
APPROVED:**

Approved as to form:

Highways Program Oversight Engineer

RECOMMENDED:



Deputy Attorney General

District Engineer

ATTEST:

CITY OF PAYETTE

City Clerk

Mayor

By regular/special meeting held
on _____
hm:12357 Payette.docx

*Cooperative Agreement
US95, City of Payette
Key No. 12357*

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an 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 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 Agreement 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

PRELIMINARY Cost Estimate, US95/SH52 Traffic signal
 City of Payette, Idaho
 CP11-0328A

ITEM	UNITS	UNIT COST	QUANTITY	EXTENDED COST
Install traffic signal	EA	150,000.00	1	\$150,000.00
Excavate curb, ramps, and road	CY	6.00	80	\$480.00
Replace curb	FT	20.00	78	\$1,560.00
Ped Ramps	EA	1,000.00	4	\$4,000.00
Conc. for ped ramps	CY	150.00	20	\$3,000.00
Obliterate Pymt Markings	SF	400.00	4	\$1,600.00
Pavement Markings	FT	0.50	1200	\$600.00
Special Pymt Markings	SF	700.00	1	\$700.00
Asphalt Patch	Ton	280.00	10	\$2,800.00
Granular Subbase	Ton	15.00	27	\$405.00
Crushed egg base	Ton	20.00	14	\$280.00
Landscape repair	LS	2,000.00	1	\$2,000.00
Traffic Control	LS	14,000.00	1	\$14,000.00
Mob	LS	18,142.50	1	\$18,142.50
			Subtotal	\$199,567.50
			CEI @ 10% of total construction (includes survey)	\$20,000.00
			Total	\$219,567.50

LEASE WITH MAINTENANCE AGREEMENT

TOSHIBA

FINANCIAL SERVICES



ALLIED print scan copy
business solutions

10394 West Emerald St.
Boise, ID 83704
Phone: 208-344-3833
Fax: 208-344-3520

This document is written in "Plain English." The words Lessee, you, and your refer to the customer. The words Lessor, we, us, and our refer to Toshiba Financial Services. Every attempt has been made to eliminate confusing language to create a simple, easy-to-read document.

APPLICATION NUMBER

1514642

AGREEMENT NUMBER

CUSTOMER CONTACT INFORMATION

Legal Company Name: <u>City of PAYETTE</u>	Fed. Tax ID #: <u>82-6000241</u>
Contact Person:	Bill-To Phone: <u>208-642-6024</u> Bill-To Fax:
Billing Address: <u>700 CENTER AVE</u>	City: <u>PAYETTE</u> State: <u>ID</u> Zip: <u>83661</u>
Equipment Location (if different than above):	City: State: Zip:

DEALER INFORMATION

Dealer Contact Name:	Branch Location:
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EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION	SERIAL NUMBER	STARTING METER
1. <u>Toshiba e-studio</u>		
2.		
3.		
4.		
5.		

LEASE TERM & PAYMENT SCHEDULE

Number of Payments: <u>63</u> of \$ <u>176.⁰⁰</u> (plus applicable taxes)	End-of-Lease Options: You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value 2. Renew the Lease 3. Return Equipment
Security Deposit: \$ <u>0</u> <input type="checkbox"/> Received	
Payment includes: <input type="checkbox"/> B&W Images Per Month Excess Images at \$ <u>.0076</u> Per B&W Image	
Payment includes: <input type="checkbox"/> Color Images Per Month Excess Images at \$ <u>.1069</u> Per Color Image	
Excess Images Billed: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly	
Documentation Fee: \$75.00 (included in First Invoice)	Lease payment period is monthly unless otherwise indicated.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services Signature: <u>X</u>	Title:	Date:
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CUSTOMER ACCEPTANCE

Print Name:	Signature: <u>X</u>	Title:	Date:
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PERSONAL GUARANTY

To induce us to enter into this Lease, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modification granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties.

Print Name of 1st Guarantor:	Signature: <u>X</u>	Date:
Print Name of 2nd Guarantor:	Signature: <u>X</u>	Date:

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished and that delivery and installation have been fully completed and are satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises here will be irrevocable and unconditional in all respects.

Name: <u>City of PAYETTE</u>	Signature: <u>X</u>	Title:	Date:
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NON-APPROPRIATION FORM



DEALER NAME: Allied Business Solutions
 DEALER CONTACT: Craig Ellis
 STREET ADDRESS: 10394 W. Emerald CITY: Boke STATE: ID ZIP CODE: 83704
 PHONE: (208) 344-3833 FAX: (208) 344-3520 WEBSITE: _____

ADDENDUM TO Contact No. _____ between **Toshiba Financial Services**, Owner

And City of PAYETTE, Customer
 (Full Legal Name of Customer)

Dated _____

FOR MUNICIPALITIES ONLY

A. CUSTOMER COVENANTS: the Customer covenants and warrants that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of the Customer to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of the Customer; nor is there any basis for any such action, suit, proceeding or investigation; and (3) That the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will be essential for the term of the Agreement. (4) Customer has not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

B. SIGNATURES: Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signor(s) for Customer further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Customer authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

C. NON APPROPRIATION: In the event Customer is in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Agreement during said fiscal period;
2. Such non-appropriation did not result from any act or failure to act of customer;
3. Customer has exhausted all funds legally available for all payment due under the Agreement; and
4. There is no other legal procedure by which payment can be made to Owner.

Then, provided that (a) Customer has given Owner written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from Customer's counsel verifying the same within ten (10) days thereafter; and (c) the Customer does not directly or indirectly purchase, rent or in any way acquire any services or equipment supplied or provided for hereunder; upon receipt of the equipment delivered to a location designated by Owner, at Customer's expense, Owners remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Owner in its sole discretion may desire, without any duty to account to Customer.

Approved and agreed to as an Addendum to and part of the Agreement, this _____ day of _____ .

LESSOR ACCEPTANCE			
Toshiba Financial Services	Signature: <u>X</u>	Title:	Date:

CUSTOMER ACCEPTANCE			
Customer Name:	Signature: <u>X</u>	Title:	Date:
	Signature: <u>X</u>	Title:	Date:

Please note that two authorized signatures are required.



Payette Fire Department Monthly Activity Report



Fire Chief STEVE CASTENADA

9-19-11

Fires	Rescue	Mutual Aids	Fire Inspection	Other
5	7	0	13	5

The construction of the new Fire Station is getting closer to completion. The cabinets and counter tops have been installed and look great. Carpet and tile installation is currently under way along with painting of the apparatus bay. We did have a set back due to the damage done by vandals.

The Volunteer Firefighters are volunteering their time to help lay down the sod at the new station. Several volunteers have donated several hours of their time to help. We have ordered more sod to finish and the sod should be completed next week.

We would like to thank the Street Dept. for the work on getting the helicopter pad cement poured. The pad should be completed by next Monday. This pad will be a great asset to the community by having a dedicated landing zone for life flight.

A special thanks to WICAP for honoring the fallen on 9/11 was Sunday Sept. 11th., several of our Volunteers Along with the Station personnel attended.

The City and County burn ban was lifted Thursday Sept. 15.

Fire Chief,

Steve Castenada