



**AGENDA**  
**PAYETTE CITY COUNCIL**  
**October 3rd, 2011**  
**WORK SESSION, PUBLIC HEARING &**  
**REGULAR MEETING**  
**HONORABLE MAYOR JEFFREY T. WILLIAMS PRESIDING**

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

**5:30 PM – Work Session**

- A. McKinstry presentation

**6:30 PM – Public Hearing – Water Base Rates & Usage Fees**

**7:00 PM – Regular Meeting**

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II.	PLEDGE OF ALLEGIANCE	
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    ~Casey Sparling  
    ~Nicholas Perkins  
    ~Travis Sparling  
    ~Nicholas Pulido

XI. DEPARTMENTAL REPORT

XII. MAYOR’S COMMENTS

XIII. CITIZEN’S COMMENTS  
    *(Limited to 5 minutes per person, at the discretion of the Mayor)*

XIV. ADJOURNMENT



## NOTICE OF PUBLIC HEARING

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

- A. The City of Payette, Idaho, proposes to increase its water & sewer base rate and user rates effective 11-1-2011, by an amount which exceeds 5% from the previous established rates.

The proposed rate increase is due to the additional costs of operations and maintenance of the water and sewer system infrastructure.

The Public Hearing on the above proposal will be held **October 3, 2011 at 6:30PM**, or shortly thereafter, in the Payette City Council Chambers, 700 Center Avenue, Payette, Idaho. Interested citizens may appear with regard to the foregoing items and will be given the opportunity to be heard in support of, or in opposition to the proposals. The Public is invited and encouraged to attend.

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

Tiffany Howell, Assistant City Clerk

**MINUTES  
PAYETTE CITY COUNCIL  
WORK SESSION & SPECIAL MEETING  
August 9, 2010**

**5:15 PM – Work Session**

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

Staff Present: Mary Cordova, City Coordinator/Clerk; Jennifer Kelley, Deputy Treasurer; Mark Clark, Police Chief; Randy Schwartz, Wastewater Supervisor; Doug Argo, City Engineer, Holladay Engineering; Rob Woyak, Water Superintendent

**OLD BUSINESS**

**Street Light Banners**

Discussion followed on street banners at the entrances to town and specifying a place for community events such as Apple Blossom or Cruise Night. The Payette Booster Club is also interested in helping pay for some banners as well.

**NEW BUSINESS**

**Proposed Letters to Nuisance Property Owners**

There are some properties in town which need to be cleaned up by the property owners and the Council will review a draft letter at the next meeting.

**Proposed Water Line Extension**

The water line discussed is between Business 95 & Highway 95 and owned by Noah Rae. We have money for engineering, but to put a water line in would be about \$45,000. A water line to the sports complex was also brought up, but that would only be a service line from the school.

**Mayor's Informational Points to Council**

There were none.

The work session adjourned at 5:50 PM.

**SPECIAL MEETING ~ Immediately following work session**

**NEW BUSINESS**

**FY 2011 Budget Discussion**

Mary went over the \$10,638,718 budget with the Council. Without the special projects the budget would be \$6,931,718. The budget will allow for the delivery of quality, core services to our residents and businesses. There is a 2% wage increase for employees and an anticipated increase in health insurance premiums, but this will be the first year of employees and Council contributing to the premium. The budget is very tight and fiscally responsible. The Mayor stated he would like to lower the levy rate even slightly as it could attract some business. Mary stated the Council can approve the tentative budget as presented and can then lower it later, but not increase it. There is money for SREDA and the police department budget decreased. There is money for improvements at the boat docks and Greenbelt. Self-funding dental insurance was discussed and if the City should move towards that direction.

**Adoption of FY 2011 Tentative Budget**

A motion was made by Hanigan to seconded by Dodson to adopt the FY 2011 tentative budget in the amount of \$10,638,189.

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

**ADJOURNMENT**

A motion was made by Heleker and seconded by Mussell to adjourn.

After a unanimous roll call vote, the motion CARRIED.

The meeting adjourned at 7:205 PM.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Jeff Williams, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cordova, City Clerk

**MINUTES  
PAYETTE CITY COUNCIL  
WORK SESSION, PUBLIC HEARING, SPECIAL MEETING  
August 23, 2010**

**5:15 PM – Work Session**

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

Staff Present: Mary Cordova, City Coordinator/Clerk; Jennifer Kelley, Deputy Treasurer; Mark Clark, Police Chief; Randy Schwartz, Wastewater Supervisor; Doug Argo, City Engineer, Holladay Engineering

**Iowa Avenue Right of Way Acquisitions**

This item was not discussed.

**Discussion on property located at 720 South 16<sup>th</sup> Street**

Discussion followed on the possibility of a senior center / community center at the location with grant funding and the owner donating the land for the project.

**FY 11 Budget Discussion**

Kevin Coats, Craig Jensen and Mike Phillips of the Administration and Finance Committee were present to discuss the budget with the Council. Items discussed were the health insurance increase, police car purchases and the paint striper for the street department. The Council and Committee were agreeable to the budget as presented.

The work session ended at 5:45 PM

**6:00 PM – Public Hearing and Special Meeting**

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

Staff Present: Mary Cordova, City Coordinator/Clerk; Jennifer Kelley, Deputy Treasurer; Mark Clark, Police Chief; Randy Schwartz, Wastewater Supervisor; Doug Argo, City Engineer, Holladay Engineering

A motion was made by Nelson and seconded by Heleker to **amend the agenda** to include an executive session, sand and gravel contract and lighting at Greenbelt.

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

**PUBLIC HEARING ~ FY 2011 Proposed Budget**

Mary Cordova presented, in detail, the proposed revenues and expenditures in the FY 2011 budget to the Council and public. The total is \$10,631,718. Some highlights include the fire station and library construction; computers for the police and library; new paint machine for the street department; airport runway expansion; water line replacement and looping; sewer collection upgrades; an additional administrative employee; activities coordinator/assistant pool manager; maintaining critical service levels and functions our residents deserve and expect; 2% employee raise; employee cost

share to health insurance. The proposed levy rate is lower than our current levy rate, at the direction of the Mayor and Council.

The Mayor invited public comments.

Sharry Kendall, 331 North 5<sup>th</sup> Street: She loves living here and believes the City is well ran, but, we have the highest tax levy in the valley next to Eagle. There are no pay cuts and income has decreased for everyone else. Federal, state and City workers make 20% more than private sector counter parts and the city should respond differently than the federal government.

Don Young, 12180 Hill Road: Why is the City closing the pool for 3 months when it's already closed the month of October. Many people use the pool and it's a great exercise. We need to find other ways to save money than close the pool like charging to use the parks. Don't close the pool.

Carolyn Mattice, 2066 Shelley Drive: She supports the swimming pool, but it should make some money. She doesn't want to see the budget increase and believes employees should receive a 1% raise in pay. The City Council shouldn't receive any health insurance and is pleased to see the employees paying for a portion of their health care.

George Mattice, 2066 Shelley Drive: Paying for all of health care premiums is a practice that went out the window 20 years ago and needs to be changed. At most the Council should be covered. There should be a 1% wage increase for City employees. He is okay with the levy rate as it is. Payette is not a business type community. The City could charge for spring and fall clean-up as a way to save money.

Pauline Derryberry, 103 7<sup>th</sup> Avenue North: She is willing to pay more to use the pool if that's what it takes to keep it open. She uses the pool for exercise.

Linda Cloud, 807 North 5<sup>th</sup> Street: She has used the pool for 7 years for the health benefits. She is not opposed to a fee increase to use the pool.

Stan Clements, 9948 Ash Lane: He owns All Valley Agency and is a Public Works Committee member. We have a great community and employees. These are hard times for everyone. Next year the City will have to cut an additional \$200-\$300,000 in the face of decreased property values. We are the only City in the state providing health care to employees and dependents at no cost. The City Council shouldn't receive health insurance either.

Lynn Webster, 1035 2<sup>nd</sup> Avenue North: She bought property here because of the swimming pool and if we shouldn't close it. There has to be other expenses the City can cut back on.

Katrina Smith, 433 Ada Street, New Plymouth, ID: She uses the pool 5 times a week, 2 hours per day. Swimming is a great exercise and she doesn't want to go to Ontario, our pool is better. She said she would like to see the Mayor and Council use the pool more often.

Roxanne Collingwood, 211 7<sup>th</sup> Avenue North: She has lived in Payette since 1956 and the pool is a valuable asset to the community which many other communities also utilize. It provides jobs for local teenagers. She would still use the pool if rates were raised.

Grace Field, Fruitland, ID: She asked the Council not to close the pool for three months as she performs her physical therapy there.

Addie Chancellor, 735 River Street: She supports the pool and uses it. Her health issues have improved since she started using the pool 2-1/2 years ago. She favors keeping it open for 11 months and raising fees.

Councilor Hanigan asked pool manager, Kelly Franek how many people use the pool. Kelly said there are 40-50 everyday that use it just for therapy. She has seen the benefits of pool exercises for many people. There are 4 classes offered daily and in 2008-2009, 41,500 went through the pool facility.

Council Hanigan stated the pool closure was merely an idea presented at an earlier work session as a money saving option, as was cutting out fall and spring clean up. A decision to close the pool for 3 months was not made by the Council.

Tony Naillon, 844 North 7<sup>th</sup> Street: He has worked for the City of Payette for 28 years and he wants the benefits package to remain the same. The employee wages haven't increases over the years like other industries.

Police Chief Mark Clark said if the economy was the only reason for all of the cuts he could understand. He has worked for the City for 22 years. The City has invested thousands of dollars in training and time in our employees and urged the Council to be careful of the employee cuts. Think about it affects all employees. He said he would donate his 2% wage increase back to his department employees.

There being no further testimony, the public hearing closed at 7:45 PM.

## **NEW BUSINESS**

### **Iowa Avenue Project ~ Establishment of Just Compensation**

No discussion.

### **Special Events Permit ~ Woodgrain Millworks**

A motion was made by Heleker and seconded by Mussell to approve the special events application for Woodgrain Millworks.

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

### **Request for Non-Conforming Curb Cut:**

Mark Cordova explained the Planning and Zoning Commission forwarded a favorable recommendation to the City Council.

A motion was made by Mussell and seconded by Cochran to approve the non-conforming curb cut application.

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

### **SAND & GRAVEL CONTRACT**

The contract is for work on Center and is fully reimbursed by LHTAC. City Attorney, Bert Osborn, stated his approval of the contract.

A motion was made by Hanigan and seconded by Dodson to approve the agreement as presented.

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

**GREENBELT LIGHTING**

Mary explained the Parks and Recreation Committee requested an additional light at the greenbelt and we have the money in this year's budget. It will cost roughly \$832.

A motion was made by Heleker and seconded by Mussell to approve placement of an additional light at the greenbelt in an amount not to exceed \$832.

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

**EXECUTIVE SESSION PER IDAHO CODE 67-2345; contract negotiations**

A motion was made by Heleker and seconded by Nelson to adjourn to executive session per Idaho Code 67-2345; contract negotiations.

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

The Council adjourned to executive session at 7:55 PM. After reconvening the meeting at 8:04 PM:

A motion was made by Heleker and seconded by Hanigan to approve just compensation for the Iowa Avenue project in an amount not to exceed \$242,000.

At the roll call:  
Ayes: Nelson, Cochran, Dodson, Mussell, Hanigan, Heleker  
Nays: None

**ADJOURNMENT**

A motion was made by Heleker and seconded by Dodson to adjourn.

After a unanimous roll call vote, the motion CARRIED.

The meeting adjourned at 8:05 PM.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Jeff Williams, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cordova, City Clerk

**MINUTES  
PAYETTE CITY COUNCIL  
Regular Meeting  
September 19, 2011**

**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.  
Members Absent: Lee Nelson  
Staff Present: Mary Cordova, City Coordinator; Bert Osborn, City Attorney, Dave Platt, Police Captain; Doug Argo, Holladay Engineering; Jamie Couch, Street Superintendent; Steve Castenada, Fire Chief & Bobbie Black, Deputy City Clerk

**PLEDGE**

Steve Castenada, Fire Chief led the pledge.

**CITIZENS COMMENTS**

None Heard.

**APPROVAL OF MINUTES**

A motion was made by Heleker and seconded by Mussell to approve the work session, and regular meeting minutes of 09-06-11, as written.

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

**APPROVAL OF BILLS & PAYROLL**

A motion was made by Dodson and seconded by Cochran to approve the City Bills & Payroll in the amount of \$234,301.57.

At the roll call:

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

Nays:

The motion CARRIED.

**SPECIAL ORDERS**

A. Play Day Proclamation

A motion was made by Heleker and seconded by Dodson to approve the Play Day Proclamation as presented.

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

**COMMUNICATIONS**

- A. Idaho Business Magazine – Fall 2011
- B. 1st Annual Founders Day Scramble

**PLANNING & ZONING**

- A. 07-28-11 Meeting Minutes

**OLD BUSINESS**

- A. 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. 2<sup>nd</sup> Reading

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

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

A motion was made by Heleker and seconded by Hanigan to suspend the rules and pass Ordinance #1353 on the 2<sup>nd</sup> reading.

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

A motion was made by Mussell and seconded by Heleker that Ordinance #1353 do pass.

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

**NEW BUSINESS**

- A. Youth Advisory – Randy Miller a mural artist addressed the Council. He discussed several options with the Council for the mural at Bancroft Park. He would like to put the mural on foam board, foam lasts a lot longer than wood. The wall would have to be painted a solid color. He can do that or the City can have it done. He explained the website that could have audio or video to tell about the mural. The City has committed \$2,000 this year and the youth advisory council is raising money. He could put 4 mural up this year and showed what he is wanting to do. The building owner would need to be talked to before proceeding. The school has done a survey to see what students were interested in helping clean the wall. The Council discussed that we should do as much

with the \$2,000 that we can do right now. The Council would like to see what we will get for our money and a timeframe from Mr. Miller. Ms. Cordova stated that this is a great opportunity for economic development and beautification of our City. This could be at least a 2 year project to complete.

- B. PURA Loan Request – Barbara Choate addressed the Council. She thanked the Admin & Finance Committee getting the process done for this request. This will attract more business to Payette and with the lower interest rate of 3 1/2% for 10 years is great. It is a much larger piece of property that is more viable. There can be a 10% addition to the size currently that has to be contiguous. Payments are based on 90% of taxes received, if no tax is received, and interest payment is made. There is no other revenue source except taxes that is the risk.

A motion was made by Heleker and seconded by Hanigan and seconded by Mussell to approve the loan request from the revolving loan fund to PURA, not to exceed \$40,000, 10 years at 3.5% interest rate and payment of 90% of tax receipts.

At the roll call:

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

Nays:

The motion CARRIED.

- C. ICDBG Contract – Maple Tree House – Legal Council did not have an opportunity to review document.

A motion was made by Hanigan and seconded by Heleker to move this item to the next agenda.

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

- D. Agreement between City & Rose Advocates - Bert Osborn, City Attorney stated that he added language to the agreement. Mary Cordova stated that the City will convey the property to Rose Advocates when completed. They have to use the property for 5 years as stated in the agreement.

A motion was made by Heleker and seconded by Dodson to approve the agreement between the City of Payette and Rose Advocates and not to exceed \$500,000.

At the roll call:

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

Nays:

The motion CARRIED.

- E. Acquisition of property for water line extension – Mary Cordova, City Clerk, informed the Council that Noah Rae has agreed to deed property to the City for the water line extension. There will be a proposed agreement at the next meeting for approval. We did not want to move forward if the Council had concerns. The trade off is that Mr. Rae doesn't want to be responsible for the development of roads. He is deeding an 80' piece of property. The City has not budgeted for this, but grants are available to businesses. Doug Argo, City Engineer, asked for clarification if the intent was for the property to line up with Highway 52 extension. We require other developers to dedicate right of way for roads, why is this one not? Ms. Cordova stated that this is a little different, we don't know if or when a road will be needed. We anticipate that property being developed sometime in the future. We still need to go through the subdivision process and Mr. Rae doesn't want to be a developer. Doug Argo stated that we don't want to paint ourselves in a corner where we don't have to develop the road.
- F. Approval of Agreement with ITD for Installation of Traffic Signal at Hwy 52 & Hwy 95 – The Council was informed that legal council has not reviewed. Mary Cordova stated that it doesn't have to be approved tonight. There will be a separate agreement to maintain the Business Spur.

A motion was made by Mussell and seconded by Heleker to approve the agreement with ITD for installation of traffic signal at Hwy 52 & Hwy 95, with legal Council's review.

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

- G. Approval of Lease Agreements for Copiers at City Hall and Library – Mary Cordova informed the Council that the Library has funds this year to lease the new copier. The staff will not have to stop and help each customer with copies. City Hall's lease is up and the proposed copier is less expensive. Councilor Hanigan asked about annual verses monthly payments. Ms. Cordova stated that was an error and it is being corrected.

A motion was made by Heleker and seconded by Dodson to approve the 2 copier agreements for City Hall and Library, with legal Council's review.

At the roll call:

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

Nays:

The motion CARRIED.

## **DEPARTMENTAL REPORTS**

A. Fire Department – August 2011 – Steve Castenada, Fire Chief addressed the Council. He stated that he has been working on getting the animal rescue masks since May and out of the blue the department was presented with 3 different sizes for animals. We responded to a house fire on Thursday and saved all 6 dogs that were in the house.

B. Jamie Couch, Street Superintendent stated that they have started the airport project today and also have started on the helipad.

**MAYOR'S COMMENTS**

Mayor Williams commented on the pride shown from the Fire Department on laying the sod at the new station.

**CITIZEN'S COMMENTS**

Councilor Dodson commented on the Alltel Store and Dr. Randy Norris businesses.  
Councilor Mussell stated that Moxie Java was looking at a lot in Payette.  
Councilor Cochran thanked Jamie Couch on the speed bumps at Centennial Park.

**ADJOURNMENT**

A motion was made by Heleker and seconded by Dodson to adjourn the regular meeting at 8:20 PM.

The motion CARRIED.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Jeff Williams, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cordova, City Clerk

CITY OF PAYETTE  
09-29-2011

Vendor	Accepted	Check	
CITY PAYROLL	9/23/2011		115,839.72
HARDIN SANITAITON	9/26/2011		26,476.84
PAYETTE URBAN RENEWAL	9/20/2011		40,000.00
PUBLIC AGENCY TRAINING	9/19/2011		500.00
AMERICAN TURF FARMS	5197 09/29/11	5470	340.00
B.C. SALES	5198 09/29/11	5471	607.45
BIG SKY SPORTSWEAR	5199 09/29/11	5472	729.98
BLACK, BARBARA JEAN	5200 09/29/11	5473	99.96
CEDAR CREEK TIMBER	5201 09/29/11	5474	2,966.25
COMMERCIAL TIRE	5202 09/29/11	5475	1,224.24
CONSOLIDATED SUPPLY	5203 09/29/11	5476	1,563.60
COP SHOP	5204 09/29/11	5477	105.50
CUMMINS ROCKY MOUNTAIN	5205 09/29/11	5478	7,359.99
D & B SUPPLY	5206 09/29/11	5479	1,236.54
DART'S TRUE VALUE	5207 09/29/11	5480	2,507.76
DCS TECH	5208 09/29/11	5481	402.50
DONOHO, INC.	5250 09/29/11	5482	492.48
ERNIE'S ELECTRIC	5209 09/29/11	5483	3,936.98
FILTRATION TECHNOLOGY	5210 09/29/11	5484	224.85
FLOWER TRUNK	5211 09/29/11	5485	35.00
FOREMOST PROMOTIONS	5213 09/29/11	5486	589.36
FRUITLAND NURSERY	5214 09/29/11	5487	1,145.76
GALLS	5215 09/29/11	5488	228.13
HARDIN SANITATION	5216 09/29/11	5489	605.21
HOLLIS R.V. REPAIR	5217 09/29/11	5490	287.10
HOWELL, TIFFANY	5218 09/29/11	5491	98.33
IDAHO CONCRETE COMPANY	5219 09/29/11	5492	1,556.41
IDAHO POWER	5220 09/29/11	5493	6,117.09
INDEPENDENT ENTERPRISE	5221 09/29/11	5494	369.86
INSELMAN PLUMBING	5222 09/29/11	5495	248.00
IRVCO ASPHALT & GRAVEL, INC.	5223 09/29/11	5496	40,233.85
LYNCH, BECKY	5224 09/29/11	5497	88.74
MATERIALS TESTING	5225 09/29/11	5498	1,108.00
METROQUIP, INC.	5226 09/29/11	5499	821.68
MOORE SMITH BUXTON & TURCKE	5227 09/29/11	5500	418.50
NORCO	5228 09/29/11	5501	327.85
ONTARIO TOOL AND RENTAL	5229 09/29/11	5502	220.10
OXARC	5230 09/29/11	5503	1,537.15
PAYETTE AUTO SUPPLY	5231 09/29/11	5504	167.17
PAYETTE COLLISION CENTER	5232 09/29/11	5505	2,144.45
PAYETTE HIGH SCHOOL	5233 09/29/11	5506	951.00
PAYETTE LANNCARE	5234 09/29/11	5507	180.00
PAYETTE TIRE CENTER	5235 09/29/11	5508	50.00
PETTY CASH	5236 09/29/11	5509	56.14
PIPECO	5237 09/29/11	5510	596.22
PITNEY BOWES	5238 09/29/11	5511	126.48
RECREATION SUPPLY COMPANY	5239 09/29/11	5512	2,152.17
SCHWARTZ, RANDOLPH D.	5241 09/29/11	5513	30.01
SCOTT, LARRY	5240 09/29/11	5514	50.00
SOUTHWEST HEALTH DISTRICT	5242 09/29/11	5515	91.00
SPEED O'MOTIVE	5243 09/29/11	5516	232.81
T.A. WELDING	5244 09/29/11	5517	11,269.00
THREAD PRO	5245 09/29/11	5518	497.50
UNITED PARCEL SERVICE	5246 09/29/11	5519	17.67
WEAVER, ROBERT C.	5249 09/29/11	5520	900.00
WHITE CLOUD COMMUNICATIONS	5247 09/29/11	5521	234.93
WILBUR-ELLIS	5248 09/29/11	5522	2,580.00
			284,977.31

# The Western Treasure Valley is OPEN for BUSINESS!

In the early 2000's, **Nunhems USA, Inc.**, a global vegetable seed company, was looking at expanding their operations. After researching their options, they decided in 2003 to move their U.S. headquarters from Morgan Hill, California, to Idaho. At that time they had a 30 acre site located between Parma and Fruitland, Idaho that also housed one of their seed production and seed cleaning facilities.

According to Ron Amarel, Managing Director of Global Operations, "It was a big decision to pick up and move to Idaho, but bringing our main office together with the seed facility and being in the heart of the Treasure Valley - A key vegetable seed producing area - made sense." After considering the advantages of this region, the decision to relocate was finalized.



What made the **Western Treasure Valley** a good fit for Nunhems? Amarel listed several reasons:

- Experienced grower base
- Long growing season
- Semi-arid climate with consistent water supply
- Winter freeze to control insect populations
- Low plant disease pressure
- Diversified crops that allow premium crop rotation
- Strong state agencies that support partners with industry
- A good place to raise a family
- Availability of a skilled workforce
- Local government that supports business



**Join other successful businesses in a pro-business environment that can  
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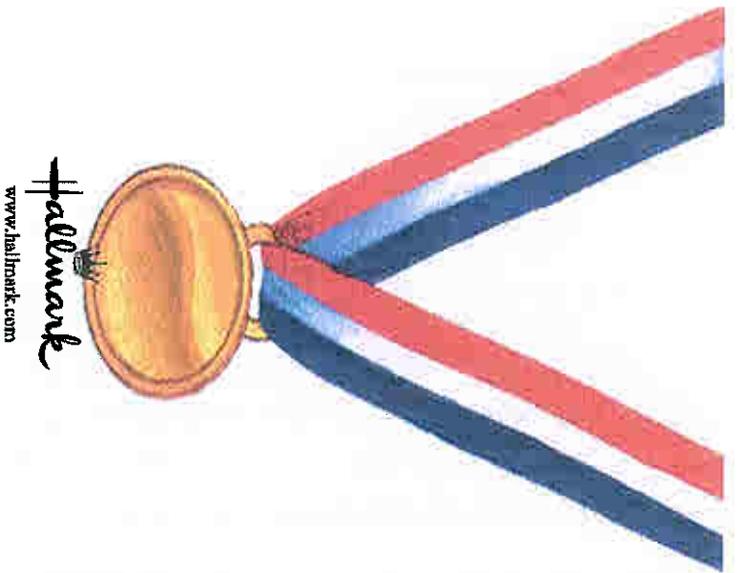
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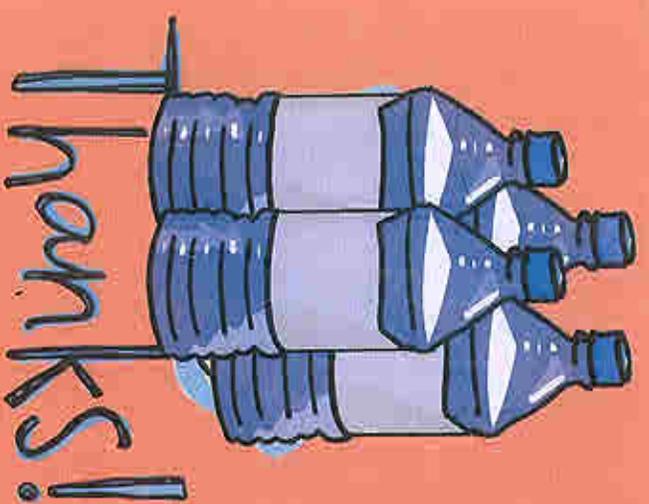
*Created just for The water department crew,  
By John Dyer*

*Card Studio*

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Rob;  
Just a note to let you know how much you and your crew are appreciated. Not every public official would do what you did. Please let your men know how much they are appreciated, especially Jake. You have our vote for being the the greatest guys in the world.  
John & Mary Dyer



**PAYETTE PLANNING & ZONING COMMISSION  
REGULAR MEETING  
August 25, 2011**

**6:00 PM –Planning & Zoning Meeting**

**ROLL CALL**

Members Present: Randy Choate, Tom Ladley, Kevin Hanigan, Brent King, Gary Youngberg

Members Absent: Jim Franklin, Larry Hogg

Staff Present: Tiffany Howell, Assistant City Clerk

**APPROVAL OF MINUTES**

A motion was made by Ladley and seconded by Haniganto approve the regular meeting minutes of 07/25/2011 as written.

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

**COMMUNICATIONS**

None Heard.

**PUBLIC HEARINGS**

A. An application by Yvette Allen for a Conditional Use Permit to operate an in-home preschool at 535 North 18<sup>th</sup> Street, BOOK 5 OF PLATS AT PAGE 49, REPLAT OF THE REPLAT OF BLK 1 OF UEHLIN'S 3RD ADDITION TO THE CITY OF PAYETTE, A PORTION OF N ½ N ¼ OF SEC. 34, T9N, R5W, BM. The property is zoned A-Residential.

Yvette Allen – 535 North 18<sup>th</sup> Street

Mrs. Allen stated that she would like to open up a little in-home preschool at her home that operates two days a week from 12:30 pm to 2:30 pm. Mrs. Allen stated that she is CPR certified. She has been doing this for some time now; she used to work for Sheri Schuster, but has decided to branch out on her own. Mrs. Allen stated that she knows there has been some concern with the neighbors about parking and she has a big drive way and they will just be dropping off and picking up. I can make sure they do not park in anyone else's driveway and not bother any of the neighbors. I have a fenced backyard for the children. Commissioner King asked how many kids she's expecting. Mrs. Allen stated that she is only taking 6-10 kids. Commissioner Ladley asked if there has been a daycare here before. Mrs. Allen stated she is not a daycare. Mrs. Allen stated there will be no cars in my driveway, so they can use my driveway. Commissioner Youngberg asked Mrs. Allen is she plans to expand her business. Mrs. Allen stated that it just depends on the demand of people wanting to put their kids in preschool. I would like to do in the future to do a class Monday and Wednesday but that all depends. I am really busy with the preschool and dance team so it will just depend. Commissioner Youngberg asked if she would like the permit to as she stated on her application or to include the possibility of the additional days. Mrs. Allen stated that she's not sure because if she does expand it wouldn't be until next year. Mrs. Allen would also like the Commissioner's to know that she is planning on doing this year round, she would like to do pre-school during the school year and summer camp during the summer time. Mrs. Allen stated it would be the same number of kids, just year round. Mrs. Allen stated that her business name is "Smarty Pants Preschool". Commissioner Hanigan asked if Mrs.

Allen has any intention to buy the house. Mrs. Allen stated that within the next few months they will be talking with the owner's about possibly buying the house because we just love it. Commissioner Hanigan stated that the Commissioners have a letter from one of your neighbors that has concerns about parking and so on, but one of the issues is the covenants that lie within your subdivision. Commissioner Hanigan asked Mrs. Allen if she is aware that there are CC&R's in her neighborhood, so that might be an issue for you. Mrs. Allen stated that she doesn't foresee any problems. Mrs. Allen stated that I know you guys do not know me personally but it will be very structured. They will be in the backyard, if they have time to play while waiting for their parents. Mrs. Allen stated that it is a very nice neighborhood and she would not want to disrupt that. Commissioner Ladley asked Mrs. Allen if she thinks there is any way she could control the vehicles coming and going and where they turn around? Mrs. Allen stated that yes, definitely. Mrs. Allen stated that she would make sure that the parents know they cannot do that and she does not see a problem. Commissioner Youngberg stated that Mrs. Allen needs to comply with her covenants, and that is why they are in place to keep the business out of there. Mrs. Allen stated that she will get a copy of them.

James Crow – 520 North 18<sup>th</sup> Street –

Mr. Crow handed out a picture of the area. Mr. Crow stated that he has a concern about the traffic that will be created. I live at the last house on the right in this picture and it is kiddie corner from Mrs. Allen's and I continually have traffic that turns around in my driveway and knocks my mailbox down. I know they will be dropping off kids and they will be in a hurry, there is room for about 4 or 5 cars including their driveway. The other thing is that there is a drainage ditch behind at the end of the road by my house and I have had cars run off there and get hung up. Mr. Crow stated that he helps people get out depending on their attitude. I have people daily pulling in my driveway and it is concrete and I don't want my driveway tore up and I don't want to get more traffic. Mr. Crow stated that when the people before Mrs. Allen wanted to put in a nursery I put in a complaint because there is a covenant. Commissioner Ladley asked Mr. Crow if he followed through with the covenants that are in place when the nursery went in. Mr. Crow stated yes. Commissioner Ladley asked Mr. Crow what the outcome was through the CC&R's. Mr. Crow stated that they never opened up the nursery and the CC&R's were against it. Commissioner Ladley asked Mr. Crow if there is a way he and Mrs. Allen could reach an agreement if she could address the traffic and turning around. Mr. Crow stated yes, but human nature says no. Mr. Crow stated that there used to be a barricade across their and it was knocked down so many times it has been taken away. The only thing that is up there is a sign that says "no dumping".

Yvette Allen – 535 North 18<sup>th</sup> Street –

Mrs. Allen stated that I think this is something that we could work out. I will have a meeting with all the parents and let them know that they cannot go to the end of the street and turn around in his driveway and I don't see a problem. Mrs. Allen stated that she can stand out their every morning and afternoon and watch to make sure they do not go down there and turn around. Commissioner Hanigan stated that when we issue permits like this we normally put a stipulation that it can be revisited upon complaints so just be aware if any of them complain we will have to revisit this again. Mrs. Allen stated that is fine and she was going to ask the Commission to give her a chance to prove herself.

Commissioner Choate asked that the letter from Mr. Crow be entered into the record.

Public Hearing Closed at 6:28 PM.

### **OLD BUSINESS**

**A. Design review guidelines –**

Clerk Cordova stated that she has met with Attorney Osborn to figure out how they could integrate the design review guidelines into the code and his suggestion was that we keep it as a separate section. So upon the attorney's advice we will be bringing you a more simplified version to the next meeting.

A motion was made by Hanigan and seconded by Ladley to move this item to the next agenda.

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

**B. Gas & Oil Ordinance –**

Clerk Cordova stated that this Ordinance has went in front of the public works committee and they reviewed it and have questions. It is very comprehensive and we are asking you guys to review and think about if one was going in your back yard and what you would like to see. We cannot tell them "no you cannot do it", but we can regulate how and where. Federal Law prohibits us from telling them they can't do it but we can put regulations on dust mitigation and so on. We would like you to really put some thought into this because it is coming and there are several leases around town. The public works recommendation was to put a moratorium on the drilling until we have further regulations in place. Commissioner Ladley asked if the Commissioners could get a copy of the public work's concerns. Clerk Cordova stated yes.

A motion was made by Hanigan and seconded by King to recommend to the City Council a moratorium on any development within the City of Payette until such time an ordinance is completed.

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

**NEW BUSINESS**

**A. Conditional Use Permit – Yvette Allen – 535 North 15<sup>th</sup> Street -**

A motion was made by Hanigan and seconded by Youngberg to approve the conditional use permit for Yvette Allen to operate a home preschool at 535 North 15<sup>th</sup> Street Tuesday and Thursday from 12:30 pm to 2:30 pm, that it meets all safety and insurance requirements and that careful use of neighbors driveways, there be no more than 10 children, and that the permit can be revisited upon complaints.

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

**B. County Conditional Use Permit Recommendation – Hardin Sanitation–**

Jeff Williams – 1438 2<sup>nd</sup> Avenue South –

Mr. Williams stated that he is representing Mr. Hardin. Mr. Williams stated that Hardin Sanitation would like to move their business from North 20<sup>th</sup> Street to NE 10<sup>th</sup> Avenue. Mr. Williams stated that Mr. Hardin wants to purchase this property from the Galligar's. Mr. Williams stated that Mr. Hardin wants to put in an access, office, shops etc. Mr. Williams stated that this is probably more property than they need, but they would like to have room for expansion. Mr. Williams stated that this is in the impact area and that is why we are here tonight. Mr. Williams stated that they have gone and spoke to all entities involved and resolved any issues. Mr. Hardin will be putting in a 70' long culvert so they can cross the irrigation canal.

Commissioner Choate asked what kind of fencing will be placed. Mr. Hardin stated that he can't put in a wooden fence because the fence would be burned, so we would like to berm up the land so when they burn the ditches it doesn't burn my fence.

Commissioner Hanigan asked if he is closing his Fruitland location. Mr. Hardin stated that when St. Luke's bought the land he rented for a while since his mother passed away it is time to expand and get rid of the house. We have looked at what is good for Hardin Sanitation and this piece of property is perfect. We travel NE 10<sup>th</sup> Avenue all day and on Mondays and Wednesdays we travel HWY 52 so it will be a great site for us. Commissioner Youngberg asked if NE 10<sup>th</sup> was the main route of travel already or will there be additional use. Mr. Hardin stated that no, it will not increase the traffic on the road. Commissioner Ladley asked what they are planning to do with the extra land. Mr. Hardin stated that it is for additional expansion in the future. Mr. Hardin stated that for right now we are going to ask the neighbor across the street if he wants to continue to grow hay on it and we will just let him keep it. Mr. Hardin stated that they want to put in a drive up window for customers as well as parking for them to park and come inside. Mr. Williams stated that they are going to elevate the buildings just in case there is a fluke flood they will be protected.

A motion was made by Hanigan and seconded by Ladley to Recommend to the City Council to approve the rezone for Hardin Sanitation to be rezoned from AG to Industrial.

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

### **C. Proposed Lot Line Adjustment Ordinance Discussion--**

Clerk Cordova stated that it has been proposed that we do require a record of survey regarding a lot line adjustment. Right now our code states you have to have a record of survey, some places allow you to just do a meets and bounds description and it is recorded by the county recorder's office. More discussion followed. The consensus of the Commissioner's was to draft an ordinance and bring it back for review.

### **ADJOURNMENT**

A motion was made by Franklin and seconded by Ladley to adjourn to at 7:59PM.  
The motion CARRIED.

Recording Secretary  
Tiffany Howell

**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

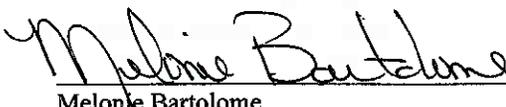
Reviewed and Approved

  
\_\_\_\_\_  
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
<b>Total Costs</b>	<b>\$500,000</b>	<b>\$44,000</b>	<b>\$200,000</b>	<b>\$744,000</b>

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.

## AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between Noah Rae, (hereinafter called "Grantor"), and the City of Payette, a municipal corporation organized and existing under the laws of the State of Idaho, (hereinafter called "Grantee").

NOW, THEREFORE, for and in consideration of the terms and covenants set forth in this Agreement, the parties hereto agree as follows:

### I. SUBJECT OF AGREEMENT.

Subject to the terms and conditions set forth in this Agreement, Grantor shall convey and Grantee shall receive title to the real estate described on Exhibit A attached hereto and incorporated herein (the "Property"). Title to the Property shall be conveyed subject to easements, restrictions, zoning ordinances, covenants, and rights of way of record.

### II. CONSIDERATION.

For and in consideration of the transfer of the Property to Grantee, Grantee represents, warrants, and agrees to the following terms and conditions:

1. Grantee shall construct and install on the Property a water line for the purpose of improving the existing municipally owned public drinking water system as described in the 2005 City Water Master Plan.

2. Within one (1) year after the Property is conveyed to Grantee, Grantee shall enter into a contract with a qualified construction company/contractor for the construction of the water infrastructure described in paragraph 1 above. Infrastructure project shall be completed by September 30, 2012.

3. Grantee's obligation shall be limited to installing a waterline in the property being conveyed. Grantee shall have no other further obligation. Any other public improvements will installed at the sole expense of an entity wishing to install the improvements. Grantee shall endeavor to procure any grant funding available to assist with the installation of additional public infrastructure.

### III. TITLE.

Grantor will convey title to the Property to Grantee, free and clear of all liens, encumbrances, defects and burdens, except: easements and restrictions stated herein, and rights of way, by a special warranty deed to be delivered at "Closing". Closing shall take place at (title company) on or before the 45<sup>th</sup> day after the full execution of this Agreement (the "Closing Date").

### IV. PROOF OF TITLE.

Grantee shall obtain, at Grantee's sole cost and expense, at the time of the conveyance, a standard owners policy of title insurance.

In the event Grantee has valid objections to the marketability of the title to the Property, Grantor may satisfy said valid objections or Grantee may declare this Agreement null and void.

Grantee hereby waives any and all claims, causes of action, and its right to recover any damages, costs, expenses or losses which result out of or are incurred by Grantee in connection with this Agreement and/or the development, design, and construction of the infrastructure on the Property.

### V. TAXES AND ASSESSMENTS.

Grantor shall pay all taxes and assessments for the years prior to Closing. Grantee shall pay all taxes and assessments for years subsequent to Closing. Taxes and assessments for the year of Closing shall be paid by Grantor and shall be prorated.

### VI. DEFAULT

In the event Grantor is unable to convey clear title, the Grantee shall be under no obligation to accept the property and shall be under no obligation to perform any acts agreed to herein. Grantee shall inform the Grantor that clear title cannot be conveyed within ten (10) days after receiving a copy of a title report from the issuing title company.

### VII. CONDITION OF PROPERTY.

Grantor makes no representations or warranties of any kind whatsoever, express or implied, regarding the condition of the Property or the condition of title to the

Property (except as noted in the special warranty deed). Grantee acknowledges that Grantor has made no representations or warranties, express or implied, as to the condition of the Property or the condition of title to the Property. Grantee is granted up to the day prior to the Closing Date the right to access the Property and have it inspected at the Grantee's sole cost and expense. Grantee agrees that it is taking title to the Property in its "as is, where is" condition. In the event any inspection conducted by Grantee reflects a condition which is unacceptable to Grantee, Grantee shall have the right to terminate this Agreement at any time prior to the Closing in which event the parties will be relieved of any further right, duty or obligation set forth in this Agreement.

VIII. TERMS SURVIVE CLOSING.

All terms and conditions of this Agreement shall survive Closing, and be enforceable at law or equity.

IX. ENTIRE AGREEMENT.

This Agreement and all exhibits hereto, if any, contain the entire understanding between parties and no other warranty, representations or agreements shall be binding upon the parties unless heretofore set forth in writing.

X. BINDING EFFECT.

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and permitted assigns.

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

City of Payette, Idaho

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Noah Rae

Attest:

City Clerk



**PAYETTE CITY COUNCIL  
Resolution 2011-06**

**A RESOLUTION OF THE PAYETTE CITY COUNCIL  
ADJUSTING WATER AND WASTEWATER RATES BY THE  
CONSUMER PRICE INDEX (CPI)**

WHEREAS, the City of Payette, Idaho ("City") is a municipal corporation operating under the laws of the State of Idaho and is authorized to fix rates and charges and take such other actions incidental to the construction, management and operation of a municipal water system and a municipal sewer system pursuant to Title 50, Chapter 10, Idaho Code; and,

WHEREAS, in June, 2006, subsequent to City-wide notification, the City Council approved rate and fee increases for wastewater services, and fee increases for water services; and,

WHEREAS, the adoption of Resolution 2006-04 included provisions for future rate adjustments based on the US Department of Labor, Bureau of Labor and Statistics Data, Consumer Price index; and,

WHEREAS, the CPI change for 2010 was 4.9%; it is the recommendation of the administration that the City implement a 5.1% increase to reflect the change in the CPI; and,

WHEREAS, the effect of a recommended 5.1% increase is outlined below:

See attached Exhibit "A"

NOW, THEREFORE, BE IT RESOLVED, upon motion duly made and seconded, this resolution shall be in full force and effect commencing with the billing cycle November 1, 2011.

APPROVED and SIGNED this 3<sup>rd</sup> day of October, 2011.

CITY OF PAYETTE, IDAHO

\_\_\_\_\_  
Jeff Williams, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cordova, City Clerk

# EXHIBIT "A"

## Water Base Rates & Usage Fees

CPI Increase

**5.10%**

1-Oct-11

	<b>BASE RATE</b>		<b>USAGE FEE</b>	
	Current	5.10%	Current	5.10%
<b>WATER</b>				
3/4"	5.87	6.17	0.209	0.220
1"	10.55	11.09	0.209	0.220
2"	41.06	43.15	0.209	0.220
3"	93.83	98.62	0.209	0.220
4"	164.21	172.58	0.209	0.220
6"	375.32	394.46	0.209	0.220
<b>SEWER</b>	14.85	15.61	0.236	0.248
Rural Water	11.73	12.33	0.416	0.437
Rural Sewer	29.73	31.25	0.472	0.496

(ATTN: Tiffany)

To whom it may concern,

I, Oscar Luna, am writing to you to appeal the denial of my solicitor license for the city of Payette. It has been denied to me due to an error I made on the application. I mistakenly left the criminal background area blank. I have just been licensed in multiple other cities in Idaho in the past month with the history on my record. I am aware of the offenses on my record and had, and still have, every intention of letting them be known for the approval of my city license. I apologize for the inconvenience and ask that you please reconsider the status of this denial. My team mates just got their license to knock in Payette and I would really like to be able to work with in here. If you have any other concerns or questions, please call Zenith Security @ 208-424-3384 or my cell phone: 208-520-2938.

Sincerely,



Oscar J Luna

09/15/2011



# City of Payette

## Itinerant Merchant/Peddler's License Application

**Police Department Use Only**

Background check completed on 14<sup>th</sup> 31<sup>st</sup> day of Sept, 2011

Approved [Signature] Denied X

Completed by [Signature] 9/14/11  
Payette Police Department

### Non Refundable Fees:

Application..... \$50.00 (per 90 days)  
Background Check..... \$20.00

DENIED PER 5.10.0805 F.

First Name OSCAR Middle Initial: J Last: Luna

Hair Brown Eyes Brown Ht 5'10 Wt 180 Sex M

Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_

Local Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Address \_\_\_\_\_ City Boise State ID Zip \_\_\_\_\_

List last two addresses \_\_\_\_\_

Home Phone Number \_\_\_\_\_ Cell/Other \_\_\_\_\_

Name of Company Zenith Security Solutions

Address of Company 5116<sup>W</sup> Emerald St. #A Boise ID 83706

Business Phone Number 208-424-3384

Mode of Sales \_\_\_\_\_ Door-to-door Conduct \_\_\_\_\_  
Mobile Unit along public right-of-way \_\_\_\_\_

Period of which applicant is applying for: Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Description of vehicle, if used: Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_

Nature of business and goods or services to be sold or solicited  
Home Security Alarms

Has a Permit or license been revoked during the past five years? NO  
If yes, where and when? \_\_\_\_\_

List any occasions within the past five years that you have been arrested for any crime, misdemeanor, or violated any municipal laws.

Date of Arrest	Place of Arrest	Charge	Disposition

OV (Initial) I HAVE READ ALL THE ABOVE AND DECLARE UNDER PENALTY OF PERJURY THAT EACH AND EVERY STATEMENT MADE IS TRUE, CORRECT AND COMPLETE.

OV (Initial) I AUTHORIZED THE CITY OF PAYETTE AND THE PAYETTE POLICE DEPARTMENT TO CONDUCT A BACKGROUND CHECK.

OV (Initial) I UNDERSTAND THAT IF A FOOD PRODUCT ITEM WILL BE SOLD, THE APPLICANT MUST ATTACH A CERTIFICATE FROM THE SOUTHWEST DISTRICT HEALTH DEPARTMENT.

  
Signature of Applicant

08-24-11  
Date

**APPROVAL SIGNATURES**

REVIEWER	SIGNATURE	DATE	ATTACHMENTS	
			YES	NO

**ATTACHMENTS**

Copy of current driver's license and social security card	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
A certificate from the Southwest Health District is required if selling a food item.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Certification/Letter that all employees are of legal age to operate the business relative to State and Federal labor laws.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Proof of State of Idaho resale number. (if applicable)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Proof of vehicle insurance. (if applicable)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
\$1,000 Surety Bond with the City of Payette as the Certificate Holder or (2) free holders of real estate with the City of Payette		

FR -- From: USER

EXT:  
PUR/I.ATN/ETEVEES  
ID/ID10037343

- IDAHO CRIMINAL HISTORY -

NAME	SOC	STATE ID	FBI NO				
MUNA, OSCAR JESUS		10037343	78742PC8				
RACE	SEX	DOB	HEIGHT	WEIGHT	EYES	HAIR	SKIN
	M		511	190	BRO	BLK	
DOB	POB	POB	POB	POB	POB	POB	POB
	ID		Y		Y		

EXTENDED INFORMATION

XDT TYPE	NUMBER
MT	SC L LEG

ARRESTS AND DISPOSITIONS

ARREST DATE: 07-02-2010 ORI: ID0010000 AGENCY: ADA COUNTY SO  
 CASE:  
 CHARGE: (M) FAILURE TO APPEAR COUNTS: 1

ARREST DATE: 04-16-2010 ORI: ID0010000 AGENCY: ADA COUNTY SO  
 CASE:  
 CHARGE: (M) PROBATION VIOLATION COUNTS: 1

ARREST DATE: 03-30-2010 ORI: ID0010000 AGENCY: ADA COUNTY SO  
 CASE:  
 CHARGE: (M) PROBATION VIOLATION COUNTS: 1

ARREST DATE: 01-24-2010 ORI: ID0010000 AGENCY: ADA COUNTY SO  
 CASE:  
 CHARGE: (M) DRIVING WITHOUT PRIVILEGES COUNTS: 1

CHARGE: (M) DRIVERS LICENSE-UNLAWFUL USE O COUNTS: 1  
 COURT: ID003015J CASE: CR10-1337 DATE: 04-16-2010  
 CHARGE: (M) Driving Without Privileges (Se COUNTS: 1  
 ISP/SENT: JAIL-20D. FINES-\$250. COSTS-\$102.  
 CHARGE: (M) Drivers License-unlawful Use O COUNTS: 1  
 ISP/SENT: FINES-\$150. COSTS-\$87.

ARREST DATE: 11-04-2009 ORI: ID0140000 AGENCY: CANYON CO SHERIFF  
 CASE: 09-009661  
 CHARGE: (M) PROBATION VIOLATION [M] COUNTS: 1

ARREST DATE: 03-02-2009 ORI: ID0010000 AGENCY: ADA COUNTY SO  
 CASE:  
 CHARGE: (M) PROBATION VIOLATION COUNTS: 1

ARREST DATE: 12-20-2008 ORI: ID0010000 AGENCY: ADA COUNTY SO  
 CASE:  
 CHARGE: (M) DISORDERLY HOUSE COUNTS: 1  
 COURT: ID001025J CASE: CR08-23453 DATE: 12-07-2009  
 CHARGE: (M) DISORDERLY HOUSEHOLD COUNTS: 1  
 ISP/SENT: JAIL-180D. JAIL SUSPENDED-180D. PROBATION-1Y. FINES-\$500.  
 COSTS-\$92.

COURT: ID003015J CASE: CR20080023 DATE: 07-09-2010  
 CHARGE: (M) Probation Violation-Misdemeano COUNTS: 1

R.IDSIR0000.IDBCI0022.\*MRI5421342.TXT  
UR/I.ATN/ETEVEES  
ID/ID10037343

ISP/SENT: JAIL-2D.

ARREST DATE: 03-18-2007 ORI: ID0010000 AGENCY: ADA COUNTY SO

CHARGE: (M) RESISTING AND OBSTRUCTING OFFI COUNTS: 1

CHARGE: (M) DISORDERLY HOUSE COUNTS: 1

CHARGE: (M) ALCOHOL ILLEGAL POSS/CONSUMP B COUNTS: 1  
COURT: ID003015J CASE: CR20080015 DATE: 10-26-2009

CHARGE: (M) Minor in Possession of Alcohol COUNTS: 1  
ISP/SENT: FINES-\$200. COSTS-\$75.

\*REMARKS: guilty plea

CHARGE: (M) Officers-resisting Or Obstruct COUNTS: 1  
ISP/SENT: JAIL-60D. JAIL SUSPENDED-58D. FINES-\$450.  
FINES SUSPENDED-\$150. COSTS-\$75.

\*REMARKS: guilty plea

COURT: ID003015J CASE: CR20080015 DATE: 10-25-2010

CHARGE: (M) Probation Violation-Misdemeanor COUNTS: 1  
ISP/SENT: CONVICTED.

ARREST DATE: 03-18-2007 ORI: ID0010100 AGENCY: BOISE PD

CHARGE: (M) UNDERAGE DUI .02 BUT LESS THAN COUNTS: 1  
COURT: ID003015J CASE: CR07-3674 DATE: 08-03-2007

CHARGE: (M) Driving Under The Influence (u COUNTS: 1  
ISP/SENT: PROBATION-24M. FINES-\$300. COSTS-\$50.

\*REMARKS: withheld revoked. 8-3-07

COURT: ID003015J CASE: CR07-3674 DATE: 11-05-2009

CHARGE: (M) Probation Violation, Misdemeanor COUNTS: 1  
ISP/SENT: JAIL-12D.

ARREST DATE: 02-12-2007 ORI: ID0010000 AGENCY: ADA COUNTY SO

CHARGE: (M) FAILURE TO APPEAR COUNTS: 1

ARREST DATE: 12-13-2006 ORI: ID0010000 AGENCY: ADA COUNTY SO

CHARGE: (M) DRIVERS LICENSE USING WHILE SU COUNTS: 1  
COURT: ID001025J CASE: M0617071 DATE: 04-03-2007

CHARGE: (M) DRIVING WITHOUT PRIVILEGES COUNTS: 1  
ISP/SENT: JAIL-2D. FINES-\$237.

\*REMARKS: guilty plea

THIS RECORD MAY BE USED ONLY FOR CRIMINAL JUSTICE PURPOSES AS DEFINED BY THE  
LET'S BOARD AND NCIC ADVISORY POLICY BOARD.

THIS RECORD MUST BE USED ONLY IN CONJUNCTION WITH THE  
CURRENT APPLICATION - A NEW RECORD MUST BE REQUESTED  
FOR FUTURE USE

OR - END OF IDAHO CRIMINAL HISTORY - END OF RECORD

RI 5421343 IN: CCH 233 AT 08:10 12SEP11  
JT: ISPBCI22 84 AT 08:10 12SEP11



# City of Payette

## Mobile Food Vendor License Application

### Non Refundable Fees:

Application..... \$50.00 (per 90 days)

Background Check..... \$20.00

Please see requirements in the Payette City Code 5.15

### OFFICE USE ONLY

Date Received 9/12/2011 Approved/Denied \_\_\_\_\_

Amount owing \$ 70.00 Date Paid 9/12/2011

Background check completed on 12 day of Sept, 20 11

Approved \_\_\_\_\_ Denied \_\_\_\_\_

Completed by [Signature]  
Payette Police Department

First Name Maria Middle Initial L. Last Pinedo

Social Security Number [Redacted] Phone Number 208-739-1047

Applicant's Address 1393 S. Main St. Payette, Id 83661

Nature of Business Taco Truck

Type of Goods to be sold Mexican food

Location of sale of goods 521 S. 9th St. Payette, Id Dates of Sale ASAP

Public Health Permit Number, if applicable \_\_\_\_\_

FIRM OR CORPORATION name, address, phone number, state incorporated under and Company EIN represented by applicant \_\_\_\_\_

List all business locations, mailing addresses used, and nature of business in the previous six months  
N/A

List all persons having management or supervision duties, their address, and the capacity in which such person will act (such as proprietor, agent or otherwise) Maria L. Pinedo - 1393 S. Main St. Payette, Id 83661.

Identify any persons having management or supervision duties who have been convicted of a crime, felony or misdemeanor, etc. NONE

Maria L. Pinedo  
Signature

8-29-11  
Date

**MEMO**

PAYETTE COUNTY  
PLANNING AND ZONING

RECEIVED  
SEP 27 2011  
CITY OF PAYETTE



**FROM:** Isnarda Rodriguez  
**DATE:** September 26, 2011  
**TO:** Mary Cordova  
City of Payette  
700 Center Ave  
Payette ID 83661

**REGARDING:** Applications that are in the Payette City Impact Area on the Payette County Planning and Zoning Agenda for October 13, 2011.

\*\*\*\*\*  
The Payette County Planning and Zoning Commission is requesting a recommendation from the City Council and P&Z regarding the following application prior to our October 13, 2011 meeting. Please find enclosed a copy of the following application(s).

- 1. VARIANCE (Rear Setback) by Gerry Griffin for property located at 2025 NE 19<sup>th</sup> Ave., Payette, Idaho, and owned by Gerry & Susan Griffin.

Property is described more specifically:  
A portion of land in the NWNW of Sec. 23, T.9N., R.5W., Boise Meridian, Payette County, ID.

*Saved 642-1472  
# mailed 9/26/11  
-sdh*

**PAYETTE COUNTY  
PLANNING AND ZONING  
PUBLIC HEARING APPLICATION FOR CONDITIONAL USE, VARIANCE**  
(This is not a business license nor building permit)

**Applicant:**

Name GERRY L. GRIFFIN  
 Address 2025 NE 19th AVE  
 City Payette State ID Zip 83661  
 Telephone: 541-212-1865 Email Address \_\_\_\_\_

**Owner of Record:**

Name Gerry + Susan Griffin  
 Address Same  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address (If different) \_\_\_\_\_  
Middle & Moeller Const. Inc. 358 Green Ct. Ontario OR

**APPLICATION FOR:** (Check One)

Conditional Use for \_\_\_\_\_  
 Variance for Setback

**SITE INFORMATION:**

Location: Quarter NNNW Section 23 Township 9 Range 5 Total Acres 2.15  
 Site Address/location \_\_\_\_\_  
 Acreage if part of total 2.15 Tax Parcel Number 2718-1  
 Existing Comp Plan Designation Res-LD Existing Zoning Ag

I VERIFY THAT I HAVE READ THE FOREGOING APPLICATION WHICH MAY INCLUDE ATTACHED INFORMATION. I HAVE PERSONAL KNOWLEDGE OF THE CONTENTS THEREOF, AND I SIGN THE APPLICATION UNDER PENALTY OF PERJURY. ANY INACCURACIES IN THE INFORMATION PRESENTED MAY BE GROUNDS TO REVOKE MY APPLICATION.

Gerry L Griffin \_\_\_\_\_  
 Signature (Applicant) Signature (Owner of Record)

+++++

**THE PURPOSE OF THE PAYETTE COUNTY COMPREHENSIVE PLAN INCLUDES THE NEED TO PROTECT PROPERTY RIGHTS, AGRICULTURAL LAND, WILDLIFE AND RECREATION RESOURCES, AS WELL AS TO ENCOURAGE URBAN TYPE DEVELOPMENT WITHIN INCORPORATED CITIES.**

1. Does this land have an irrigation water right? No  
 Number of shares? \_\_\_\_\_ If not, is irrigation water available? \_\_\_\_\_  
 Irrigation District? \_\_\_\_\_

2. Flood Plain area? No

3. Surrounding Usages: Identify predominant land use with in 1/2 mile in each direction.

North Farm South Res.  
 East Res./Farm West Res.

(CONT)

**STAFF REPORT**

**P&Z PUBLIC HEARING DATE:** October 13, 2011

**APPLICANTS NAME:** Gerry Griffin

**OWNERS NAME:** Gerry & Susan Griffin

**DESCRIBE REQUEST:** Applicant has requested a 20' VARIANCE to the rear setbacks outlined in PCC:8-10-4. Applicant would like to construct an outbuilding 10' from the rear property line.

**PROPERTY:** Sec. 23-9-5

**PARCEL:** 2718-1

**ADDRESS:** 2025 NE 19<sup>TH</sup> Ave., Payette (see map)

**PROPERTY SIZE:** 2.15 Acres

**WATER AVAILABILITY:** No

**ACCESS:** Existing access from NE 19<sup>th</sup> Ave.

**PROPOSED STRUCTURE:** 50'x20' outbuilding

**VARIANCE DEFINITION:** A modification of the requirements of this title as to lot size, lot coverage, width, depth, front yard, side yard, rear yard, setback, ETC. (PCC 8-2-2)

**VARIANCE APPLICATION ALLOWED:** The Planning and Zoning Commission may authorize in specific cases such variance from the terms of this Title as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this Title would result in unnecessary hardship.

**VARIANCE REQUESTED:** Location of structure 10' from rear of property. (A Variance of 20')

**REQUIRED SETBACK:** 30 feet from rear property line.

**CITY IMPACT:** Yes, Payette

**RECOMMENDATION:** PENDING

**COMP PLAN:** Low Density Res. **ZONING:** AG

**SURROUNDING USES:** Agriculture; Residential;

**STAFF COMMENTS:**

Subject property is bordered by NE 19<sup>th</sup> Ave. and Iowa Ave. The placement and orientation of the existing structures on the property have lead staff to label the South property line as a rear property line.

**8-12-1: GENERAL:** The planning and zoning commission may authorize in specific cases such variance from the terms of this title as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this title would result in unnecessary hardship. No nonconforming use of neighboring lands, structures or buildings in the same zone and not permitted or nonconforming use of lands, structures or buildings in other zones shall be considered grounds for issuance of a variance. Variances shall not be granted on the grounds of convenience or profit, but only where strict application of the provisions of this title would result in unnecessary hardship. A variance shall not be considered a right or special privilege, but may be granted to an applicant only upon showing of undue hardship. (Ord. 57, 4-18-1988)

**PCC 8-12-2 requires the applicant to demonstrate that the requested variance conforms to the following standards:**

1. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the zone;
2. That a literal interpretation of the provisions of this title would deprive the applicant of rights commonly enjoyed by other properties in the same zone under the terms of this title;
3. That special conditions and circumstances do not result from the actions of the applicant; and
4. That granting the variance requested will not confer on the applicant any special privilege that is denied by this title to other lands, structures or buildings in the same zone. A variance attaches to the realty and is transferable with the title to the property.

A variance shall not be granted unless the planning and zoning commission makes specific findings of fact based directly on the particular evidence presented to it which support the conclusion that the above mentioned standards and conditions have been met by the applicant. (Ord. 2009-03, 6-15-2009)

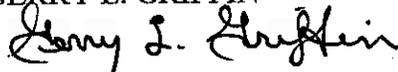
GERRY GRIFFIN (PROPERTY OWNER) ASKING FOR VARIANCE  
OF PROPERTY LINE BUILDING SET BACK FROM 30 FT TO 10FT.

REASONS FOR ASKING FOR THE VARIANCE:

1. WITHOUT THE VARIANCE THE NEW BUILDING WOULD BE TO CLOSE TO THE OTHER BUILDING, THERE WOULD NOT BE ENOUGH ROOM TO BACK A BOAT OR TRAILER INTO THE NEW BUILDING.
2. TO BUILD THE BUILDING SOMEWHERE ELSE ON THE PROPERTY WOULD DEFEAT ANY PROSPECTS OF FUTURE DEVELOPMENT OR SALE OF THE REST OF THE PROPERTY.
3. AT THIS BUILDING LOCATION WITH THE VARIANCE THE BUILDING WILL FIT IN WITH THE OTHER BUILDINGS AND WILL LOOK LIKE IT BELONGS THERE AND WILL DEFINITELY BE MORE USER FRIENDLY.
4. IN MY OPINION, IN THIS INSTANCE , ON THIS PROPERTY IT SEEMS THAT THIS WOULD BE AN EXTRA 20FT OF DEAD SPACE FOR WEEDS TO GROW AND WOULD HAVE NO VALUE TO ANYONE.
5. WE COULD NOT BUILD THE BUILDING ON THE 1<sup>ST</sup> CHOICE LOCATION ON THE PROPERTY BECAUSE OF THE DRAIN FIELD.

THANK YOU FOR YOUR CONSIDERATION

GERRY L. GRIFFIN

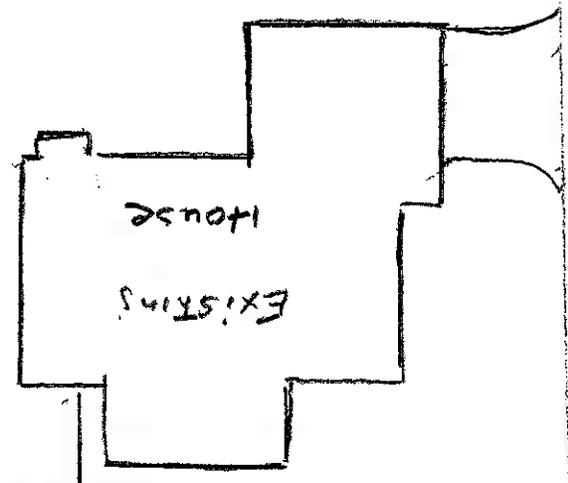


North

N.E 19TH ST.

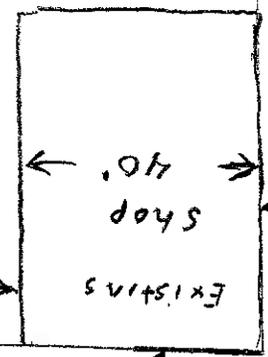
Accesses Road

Property line



septic tank

Drain Field



TOWNA AVE.

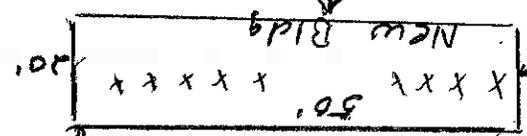
261'

290'

Accesses Road

77'

47'



South

88

Property line

SURVEY FOR

# BRENT FRATES & KENNETH K. KYLE

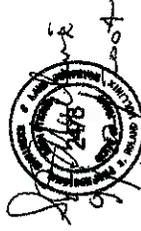
WITHIN

NW1/4NW1/4 OF SECTION 23, T.9N., R.5W., B.M.

PAYETTE COUNTY, IDAHO

CERTIFICATE OF ENGINEER/SURVEYOR

I, S. ROLAND MULLINIX, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO IN SEPTEMBER OF 2004.



REFERENCES

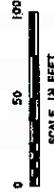
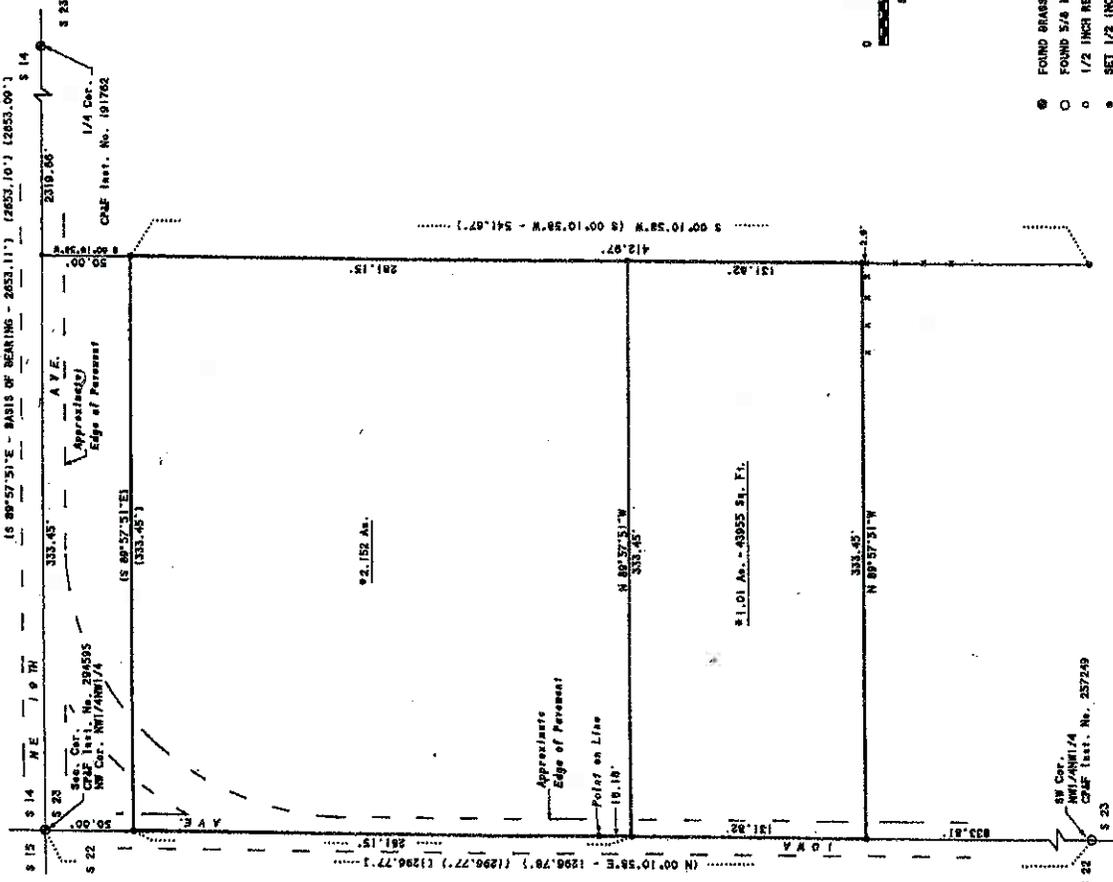
1. RECORD OF SURVEY - INST. NO. 257251.
2. RECORD OF SURVEY - INST. NO. 257829.
3. RECORD OF SURVEY - INST. NO. 284594.
4. RECORD OF SURVEY - INST. NO. 300092.
5. WARRANTY DEED - INST. NO. 280098.

321743

INDEX NO. 954-23-4-0-00-00

MULLINIX ENGINEERING, INC.  
FEISEL, IDAHO 83472  
SEPTEMBER 21, 2004

Instrument # 321743  
PAYETTE COUNTY  
2004-09-21  
Recorded for: MULLINIX ENGINEERING, INC.  
S. Roland Mullinix, Engineer  
By: Official Notar Public, *Kenneth K. Kyle*  
Notary Public for the State of Idaho  
Book Page 173



LEGEND

- FOUND BRASS CAP MONUMENT
- FOUND 5/8 INCH REBAR
- 1/2 INCH REBAR W/PLASTIC CAP MARKED MULLINIX 2476 - OF RECORD
- SET 1/2 INCH REBAR W/PLASTIC CAP MARKED MULLINIX 2475
- SET WAG MAIL
- ( ) PREVIOUSLY RECORDED - MULLINIX ENGR., INC.
- ( ) PREVIOUSLY RECORDED - SKINNER LAND SURVEYING
- ( ) PREVIOUSLY RECORDED - BI-STATE SURVEYS
- \* \* \* \* \* EXISTING FENCE
- \* INCLUDES COUNTY ROAD RIGHT-OF-WAY

321743 10/21/04

GERRY GRIFFIN  
VARIANCE (REAR SETBACK)  
SEC.23 T.9 R.5W. PARCEL 2718-1

CP: 191767  
CP: 191770  
CP: 252750  
CP: 294595~

NE 19TH AVE 15 14 23





# City of Payette

## Itinerant Merchant/Peddler's License Application

### Police Department Use Only

Background check completed on 22 day of 9, 2011

Approved Y Denied \_\_\_\_\_

Completed by [Signature]  
Payette Police Department

### Non Refundable Fees:

Application..... \$50.00 (per 90 days)  
Background Check..... \$20.00

First Name Casey Middle Initial: D Last: Spurling

Hair Blonde Eyes Hazel Ht 5'7 Wt 155 Sex Male

Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_

Local Address \_\_\_\_\_ City Boise State ID Zip 83705

Home Address Same as above City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

List last two addresses \_\_\_\_\_

Home Phone Number \_\_\_\_\_ Cell/Other \_\_\_\_\_

Name of Company Vertex Security

Address of Company 136 E. Idaho St. Meridian, ID 83642

Business Phone Number 1-800-765-2136

Mode of Sales Door to Door Door-to-door Conduct  
\_\_\_\_\_ Mobile Unit along public right-of-way

Period of which applicant is applying for: Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Description of vehicle, if used: Year 94 Make Toyota Model Pickup Color Blue

Nature of business and goods or services to be sold or solicited Home Security

Has a Permit or license been revoked during the past five years? NO

If yes, where and when? \_\_\_\_\_



# City of Payette

## Itinerant Merchant/Peddler's License Application

**Police Department Use Only**

Background check completed on 22 day of 9, 2011.

Approved \_\_\_\_\_ Denied X

Completed by [Signature]  
Payette Police Department

**DENIED**

5.

**Non Refundable Fees:**

Application.....	\$50.00	(per 90 days)
Background Check.....	\$20.00	

First Name Nicholas Middle Initial: A Last: Perkins

Hair Brown Eyes Hazel Ht 5'9" Wt 175 Sex M

Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_

Local Address: \_\_\_\_\_ City Caldwell State ID Zip 83607

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

List last two addresses \_\_\_\_\_

Home Phone Number \_\_\_\_\_ Cell/Other 1

Name of Company Vermax Security

Address of Company 136 E. Idaho Meridian ID, 83612

Business Phone Number (800) 768-2136

Mode of Sales  Door-to-door Conduct  
 Mobile Unit along public right-of-way

Period of which applicant is applying for: Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Description of vehicle , if used: Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_

Nature of business and goods or services to be sold or solicited Alarm systems

Has a Permit or license been revoked during the past five years? NO  
 If yes, where and when? \_\_\_\_\_



# City of Payette

## Itinerant Merchant/Peddler's License Application

**Police Department Use Only**

Background check completed on 22 day of 9, 2011.

Approved *[Signature]* Denied \_\_\_\_\_

Completed by *[Signature]*  
Payette Police Department

### Non Refundable Fees:

Application..... \$50.00 (per 90 days)  
Background Check..... \$20.00

First Name Travis Middle Initial: S Last: Sparling

Hair Blonde Eyes Hazel Ht 5'11" Wt 165 Sex M

Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_

Local Address ; City Meridian State ID Zip 83642

Home Address same City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

List last two addresses \_\_\_\_\_

Home Phone Number \_\_\_\_\_ Cell/Other \_\_\_\_\_

Name of Company Vertex Security

Address of Company 136 E. Idaho Meridian ID 83642

Business Phone Number 1-800-768-2136

Mode of Sales Door to door Door-to-door Conduct \_\_\_\_\_  
Mobile Unit along public right-of-way \_\_\_\_\_

Period of which applicant is applying for: Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Description of vehicle, if used: Year 04 Make Toyota Model Pickup Color Blue Stoer

Nature of business and goods or services to be sold or solicited Home Security

Has a Permit or license been revoked during the past five years? No  
If yes, where and when? \_\_\_\_\_



# City of Payette

## Itinerant Merchant/Peddler's License Application

### Police Department Use Only

Background check completed on 22 day of 9, 2011

Approved \_\_\_\_\_ Denied \_\_\_\_\_

Completed by [Signature]  
Payette Police Department

### Non Refundable Fees:

Application..... \$50.00 (per 90 days)  
Background Check..... \$20.00

First Name Nicholas Middle Initial: J Last: Pulido

Hair Brown Eyes Brown Ht 5' 11" Wt 290 lbs Sex M

Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_

Local Address \_\_\_\_\_ City Borise State ID Zip 83712

Home Address \_\_\_\_\_ City Meridian State ID Zip 83642

List last two addresses \_\_\_\_\_

Home Phone Number \_\_\_\_\_ Cell/Other \_\_\_\_\_

Name of Company Vertex Security, LLC

Address of Company 136 E. Idaho Ave Meridian, ID 83642

Business Phone Number 800-788-2136

Mode of Sales  Door-to-door Conduct  
 Mobile Unit along public right-of-way

Period of which applicant is applying for: Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Description of vehicle, if used: Year 94' Make Tosca Model Pickup Color Blue

Nature of business and goods or services to be sold or solicited Home safety & security equipment

Has a Permit or license been revoked during the past five years? No  
If yes, where and when? \_\_\_\_\_