



PAYETTE CITY COUNCIL

WORK SESSION AGENDA

October 17, 2016

6:00 PM

HONORABLE MAYOR JEFFREY T. WILLIAMS PRESIDING

COUNCILORS

Lee Nelson,
Council President

Craig Jensen

Ray Wickersham

Alan Massey

Nancy Dale

Kathy Dodson

CALL TO ORDER

ROLL CALL ATTENDANCE

AGENDA ITEMS

DEPARTMENT REPORTS

- a. Street Department
- b. Park Department
- c. Water Department
- d. Sewer Department
- e. Pool Department
- f. Strategic Plan 2016

FUTURE MEETING TOPICS

ADJOURNMENT



PAYETTE CITY COUNCIL REGULAR MEETING AGENDA

October 17, 2016

7:00PM

I. CALL TO ORDER

II. ROLL CALL ATTENDANCE

III. PLEDGE OF ALLEGIANCE

IV. CITIZEN COMMENTS

This time is reserved for the public to address their elected officials regarding concerns or comments they would like to provide to the City Council regarding subjects not on the agenda. At times, the City Council may seek comments/opinions regarding specific City matters during this allotted time. This is not the time slot to give formal testimony on a public hearing matter, or comment on a pending application or proposal.

V. PUBLIC HEARING

- A. An application for annexation of a parcel of land located at 1835 NE 10th Ave in the SW1/4SE1/4 of Sec.3, Twp. 8N, R 5W, BM, being all of Blocks 53 and 55 and a portion of Block 54, more particularly described as follows: Commencing on the west side line of said SW1/4 SE1/4 at a point 643.5 feet S of the NW corner of said SW1/4 SE1/4; thence south following said west side line 272.25 feet; thence east and parallel to the north side line of said SW1/4 SE1/4 660 feet; thence north and parallel to the west side line of said SW1/4 SE1/4 660 feet; thence north and parallel to the west side line of said SW1/4 SE1/4 915.75

feet to the north side line of SW1/4 SE1/4; thence west following said north side line 330 feet; thence south and parallel to the west side line of said SW1/4 SE1/4 643.5 feet; thence west 330 feet to the point of beginning; including all road right of ways of NE 10th Ave and Hurd Lane..... 1

VI. APPROVAL OF MINUTES

A. 10-04-2016 Work Session & Regular Council..... 8

VII. APPROVAL OF PAYABLES..... 12

VIII. SPECIAL ORDERS

IX. COMMUNICATIONS

X. PLANNING & ZONING

XI. AGENDA ITEMS

A. Sidewalk Cafe Guidelines..... 15

B. Annexation Plan & Development Agreement– Teton Machine Company..... 19

C. Ordinance #1416 - AN ORDINANCE FOR THE ANNEXATION OF PROPERTY GENERALLY LOCATED AT 1835 NE 10TH AVENUE, WHICH PROPERTY IS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ALL SITUATED IN PAYETTE COUNTY, IDAHO, AND ADJACENT AND CONTIGUOUS TO THE CORPORATE CITY LIMITS; ESTABLISHING AND DETERMINING THE LAND USE CLASSIFICATION OF SAID LAND AS I-INDUSTRIAL; DESIGNATING THAT PROPERTY DESCRIBED IN EXHIBIT "A" AS A CATEGORY A ANNEXATION; MAKING CERTAIN FINDINGS IN THE OFFICIAL MINUTES OF THE CITY CLERK; PROVIDING THAT COPIES OF THIS ORDINANCE SHALL BE FILED WITH THE PAYETTE COUNTY ASSESSOR, THE PAYETTE COUNTY RECORDER, AND THE IDAHO STATE TAX COMMISSION; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR PUBLICATION BY SUMMARY – 1st Reading..... 28

D. Library Copier..... 34

XII. BOARD & COMMISSION REPORTS

A. Building & Business Permits – September 2016..... 38

B. Library Commission – October 13th

C. Airport Commission – October 17th

XIII. MAYOR’S COMMENTS

XIV. CITIZEN’S COMMENTS

(Limited to 5 minutes per person, at the discretion of the Mayor)

XV. EXECUTIVE SESSION - Pursuant to I.C. 74-206(1)(f), the City Council will recess into Executive Session to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. provided in I.C. chapter 1, title 74.

XIV. ADJOURNMENT

All meetings of the City Council are held in Council Chambers at
Payette City Hall, 700 Center Avenue, Payette

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



NOTICE OF PUBLIC HEARINGS

The Payette City Council will conduct a Public Hearing during a regular meeting to receive input concerning the following:

- A. An application for annexation of a parcel of land located at 1835 NE 10th Ave in the SW1/4SE1/4 of Sec.3, Twp. 8N, R 5W, BM, being all of Blocks 53 and 55 and a portion of Block 54, more particularly described as follows: Commencing on the west side line of said SW1/4 SE1/4 at a point 643.5 feet S of the NW corner of said SW1/4 SE1/4; thence south following said west side line 272.25 feet; thence east and parallel to the north side line of said SW1/4 SE1/4 660 feet; thence north and parallel to the west side line of said SW1/4 SE1/4 660 feet; thence north and parallel to the west side line of said SW1/4 SE1/4 915.75 feet to the north side line of SW1/4 SE1/4; thence west following said north side line 330 feet; thence south and parallel to the west side line of said SW1/4 SE1/4 643.5 feet; thence west 330 feet to the point of beginning; including all road right of ways of NE 10th Ave and Hurd Lane.

The Public Hearing on the above proposal will be held **October 17, 2016 at 7:00 PM**, or shortly thereafter, in the Payette Council Chambers, 700 Center Avenue, Payette, Idaho. Interested citizens may appear with regard to the foregoing item and will be given the opportunity to be heard in support of, or in opposition to the proposal. 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.

Matea Gabiola, Administrative Assistant

Annexation Application

Property address/location 1835 NE 10th Ave

Assessor's Parcel Map No(s) 01940053000A

Tax Lot No(s) 5645

Comprehensive Plan designation Light Industrial

Zoning Designation Industrial

Gross land Area of the site 9.25 acres

Net land area (gross land minus land to be dedicated to the public) _____

Does the site contain any existing structures, private wells, septic tanks, drain fields? N/A

If yes, describe _____

(Show the location of these on the submitted map, indicating whether or not they will remain.)

Current use of the property Vacant land

Current uses of adjacent properties (including across the street, if applicable)

North Industrial Business/residential

South low density residential

East low density residential

West Industrial Business

To assess whether the City will need additional information and/or whether you must obtain additional permits or applications from other agencies or departments, please answer the following questions.

Will development on the property be likely to:

- A. Require removal or demolition of any existing structure(s)? Yes _____ No X
- B. Affect historical structures or historically significant features? Yes _____ No X
- C. Be located within a 100 year floodplain? Yes _____ No X
- D. Affect an identified wetland? Yes _____ No X
- E. Involve fill or removal of contained soil or hazardous material? Yes _____ No X
- F. Involve grading or fill within the 100 year floodplain or a watercourse, or more than 50 cubic yards in areas that have an average slope of 12% or greater? Yes _____ No X
- G. Involve land that has a current average slope of 12% to 25%? Yes _____ No X
- H. Involve removal of vegetation or trees? Yes _____ No X
- I. Be within the Airport Approach District? Yes _____ No X
- J. Involve access onto an Idaho State Highway? Yes _____ No X
- K. Generate 50 or more a.m. or p.m. peak hour vehicle trips? Yes _____ No X

(Note: in some cases, fewer than 50 peak hours trips can create a need for a traffic analysis.)

If you answered yes to any of the above, contact the Clerk's Office before submitting your paperwork

Annexation Review Criteria

On a separate sheet of paper, prepare a detailed written response using factual statements (called findings and fact) to explain how the proposed annexation complies with each of the following review criteria (Ordinance No. 5366):

Eligibility Criteria – The City shall determine the property is eligible for annexation based on the following criteria:

1. The property is contiguous or adjacent to the existing city limits.
2. The property is located within the City of Payette Impact Area as established by the City of Payette Comprehensive Plan.
 - Provide a legal description of the property and a map of the area to be annexed showing contiguous City territory and the existing Impact Area Boundary.
3. An adequate level of urban services and infrastructure is available, or will be made available in a timely manner.
 - Explain how the annexation will address the availability, capacity, and status of existing water, sewer, storm drainage, transportation, park facilities, and other City related services. Include information about the increase demand likely to be generated by the proposed annexation. Describe the method and source of financing required to provide the necessary facilities.
4. Sufficient planning and engineering data have been provided, and all necessary studies and reviews have been completed such that there are no unresolved issues regarding appropriate Comprehensive Plan and implementing ordinances.
5. The City shall attempt to discourage island or enclaves or unincorporated territory surrounded on all sides by the City.
6. The City Council may consider, at its discretion, any other factor that affects the purpose of any particular annexation.
 - Provide findings that address any additional factors the City must consider to approve the proposed annexation.

Map Requirements

Submit TEN copies of a map of the proposed annexation on 8 ½ x 11 or 11 x 17 inch paper. The map must include the following, when applicable:

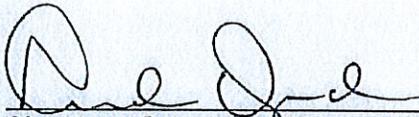
- Current address (if any), section, township, range, and legal description sufficient to define location and boundaries of the proposed annexation.
- Names and address of the owner(s), developer(s), surveyors and engineer, when applicable.
- Date map was drafted and north arrow.
- Scale of map. (Use 1 inch = 20 feet, unless otherwise approved by City Staff. For parcels over 100 acres, use 1 inch = 100 feet.)
- Total gross and net land areas of the entire site. ("Net" is minus the square footage of any land proposed for dedication to the public, not including easements.)
- Label and show the area in the square feet of any land to be dedicated to the public; including purpose.
- Label and show the lengths of all existing and proposed property lines.

- Label and show the approximate dimensions, net square footage, and proposed identification number for each lot/parcel.
- Label and show all existing driveways, structures, wells, septic tanks and drain fields, and distances between them and the exiting proposed property lines and each other. Indicate what is to be removed.
- Label and show the locations of all public improvements (e.g., streets, sidewalks, and utilities) to be constructed as part of the development of the site.
- Label and show the locations and sizes of all existing and proposed public utility mains; private service lines from the main to the lot/parcels; culverts, ditches, and drain pipes, including those on site and within adjacent right-of-way. Include invert elevations of sanitary and storm sewer lines.
- Label and show the locations, widths, and names of all exiting or platted adjacent public streets, alleys, sidewalks, planter strips, curbs, and other public right-of-ways or uses.
- Label and show the locations, widths, names, approximate radii or curves, and the relationship of all streets to any proposed streets show on any plan approved by the City or proposed with this application.
- Label and show the locations, widths, ownership and purpose of all existing and proposed easements.
- Label and show existing and proposed contour (topography) lines drawn at the following intervals:
 - A. One-foot intervals for ground slopes less than five percent.
 - B. Two-foot intervals for ground slopes between five and ten percent.
 - C. Five-foot intervals for ground slopes exceeding ten percent.
 Indicate the elevations of all control points used to determine the contours. Contours must be related to City of Payette data. See the engineer for data.

Could the subject be discussed and/or reviewed by meeting with the Mayor, City Departments, or other Officials?
 Y / N

If answer to above is yes, please list those who have already reviewed subject. If no, why not?

Specific questions and/or actions desired from the City Council

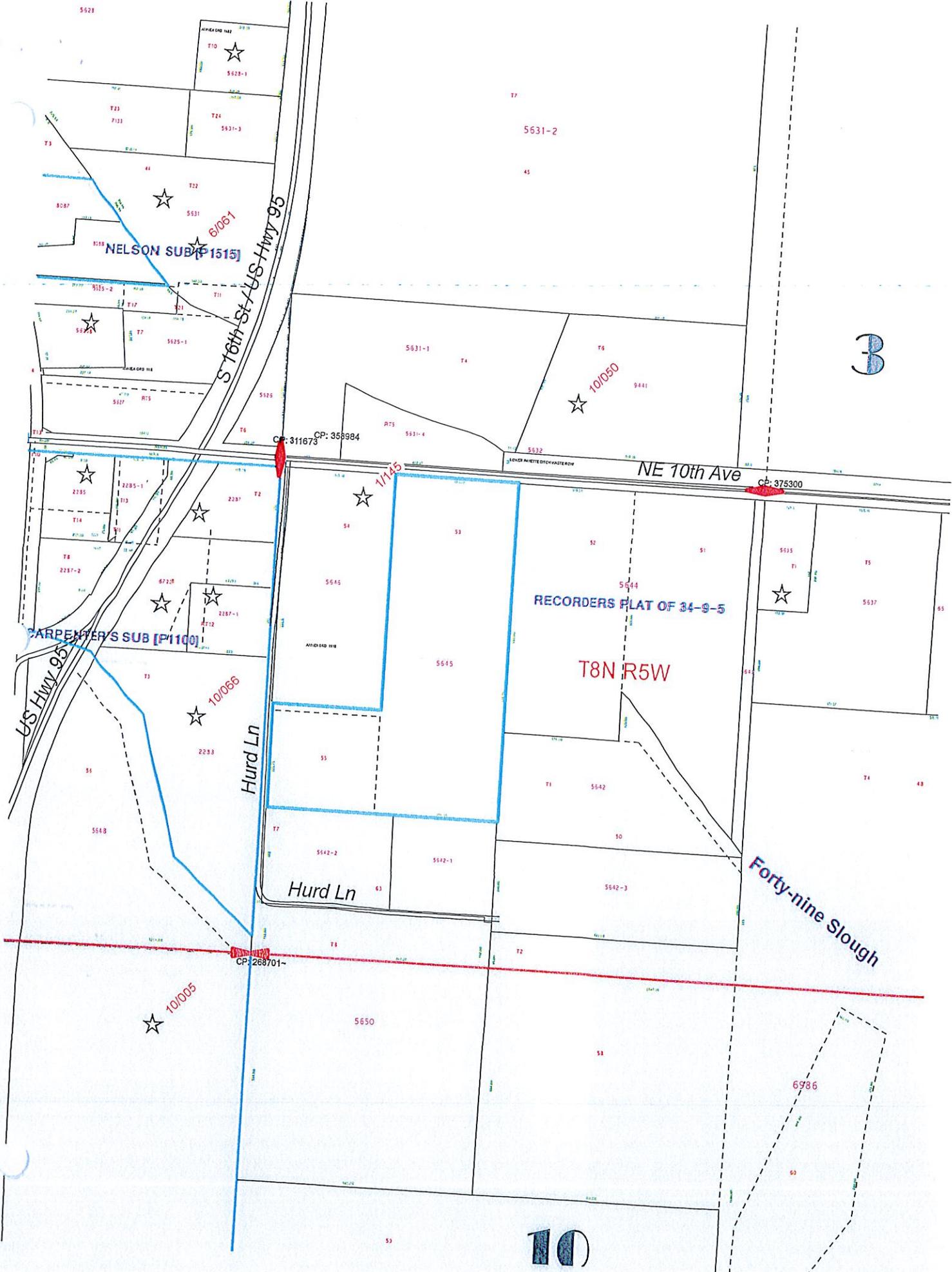


Signature of person making request

9/1/16

Date

General Business Presentations Limited to 5 Minutes – Or The Discretion Of The Mayor
 If you plan visual presentation, it must be submitted to the Clerk's Office no later than 5:00 p.m. on the Wednesday prior to the meeting. Acceptable presentation formats include PowerPoint presentation on CD only, DVD, VHS and 8.5 by 11 inch maps or printed materials for display on screen. All copies submitted become public record and must retain on file with the City Clerk. For more information call 208-642-6024.



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10

TETON MACHINE COMPANY
 1805 NE 10TH AVE
 PAYETTE, ID 83661
 BLKS 53-55- S 16.5' OF BLK 54 WESTSLOPE
 PLAT

Neighborhood Number 11050
 Neighborhood Name LP
 TAKING DISTRICT INFORMATION
 Jurisdiction Name Payette
 Area 001
 District 011-00
 Census Tract 0

Site Description Topography
 Public Utilities
 Street or Road
 Neighborhood
 Zoning:
 Legal Acres: 9.2500

Transfer of Ownership	Owner	Consideration	Transfer Date	Deed Book/Page	Deed Type
	ZIEGLER JACK R	0	08/01/2012	WD 378970	Fu
	ZIEGLER JACK R	0	08/01/2012	QC 378969	In
	ZIEGLER JACK R CB	0	01/05/2010	QC 364374	QC
	ZIEGLER JACK R CB	0	12/04/2009	QC 363882	QC
	ZIEGLER JACK R CB	0	12/04/2009	QC 363881	QC
	ZIEGLER JACK R @	0	12/30/1981	CONT	Sp

Assessment Year	Valuation Record						
	2010	2011	2012	2013	2014	2015	2016
Reason for Change	03- Assessor 03- Assessor 01- Revaluat 02- Assesse 02- Assesse 02- Assesse 02- Assesse						
MARKET VALUE	46320	44460	39790	37330	45422	45076	45261
	0	0	0	0	0	0	0
	46320	44460	39790	37330	45422	45076	45261

Land Type	Land Size			
	Rating, Soil ID - or - Actual Frontage	Acreege - or - Effective Frontage	Square Feet - or - Effective Depth	Influence Factor
Grazing Land / Rangeland Road Right of Way		9.0500 0.1900		



**MINUTES
PAYETTE CITY COUNCIL
Work Session & Rescheduled Meeting
October 4, 2016**

6:30 PM – Work Session

A work session of the Payette City Council was called to order at 6:32 PM by Council President Lee Nelson in the City Council Chambers of Payette City Hall, 700 Center Avenue.

ROLL CALL

Members Present: Lee Nelson, Nancy Dale, Kathy Dodson, Craig Jensen and Ray Wickersham.
Members Absent: Mayor Williams and Alan Massey were excused.
Staff Present: Mary Cordova, City Clerk; John Plaza, Police Captain; and Denise Rueschhoff, Administrative Assistant.

AGENDA ITEMS

None

DEPARTMENT REPORTS

- a. Police Department – Captain Plaza addressed the Council. He stated that a patrol car is out due to motor failure, and also the department will be switching out to Ford vehicles from the Dodges that have been in service.
- b. Fire Department – Council President Nelson stated that the Fire Department report could be read by Councilors individually.
- c. Treasurer's Report – Dale asked if there were any surprises in the financial statement and Cordova indicated that there were not.
- d. Strategic Plan 2016 -- Dale stated that this is listed as an Agenda item to keep the Council on track. Dodson stated that they have with the schools to learn of success stories. Wickersham has spoken to the High School Councilor, Kate Alvarado, about getting youth involved with the strategic plan process. Jensen stated that he and Massey had spoken to some area businesses in regards to what may be needed in their regards to the City. Cordova stated that the Strategic plan has not been put online yet. She asked the Council about the Vision Statement and Mission Statement that had been previously stated in the meeting with Anne Westcott. As soon the plan has been completed and updated, the Strategic Plan will be posted online.

FUTURE MEETING TOPICS

ADJOURNMENT

Council President Nelson adjourned the work session meeting at 6:55 PM.

7:00 PM – Regular Meeting

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

ROLL CALL

Members Present: Lee Nelson, Nancy Dale, Kathy Dodson, Craig Jensen and Ray Wickersham.
Members Absent: Mayor Williams and Alan Massey were excused.
Staff Present: John Plaza, Police Captain; and Denise Rueschhoff, Administrative Assistant.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council President Nelson.

CITIZENS COMMENTS

None

APPROVAL OF MINUTES

A. 09-19-2016 Work Session & Regular Council Meeting

A motion was made by Dale and seconded by Dodson to approve the minutes of 09-19-2016 Work Session & Regular Council Meeting with changes to Jensen’s remarks about impact fees on page 1 of 9.

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

APPROVAL OF BILLS & PAYROLL

A motion was made by Jensen and seconded by Dale to approve the City Bills & Payroll in the amount of \$843,638.31.

There was a question from Dale regarding American Staffing being listed twice for the same amount of money showing Parks and Streets. This will be check on if this was in error.

At the roll call:

Ayes: Jensen, Dale, Nelson, Dodson, Massey.

Nays: None

The motion CARRIED.

SPECIAL ORDERS

None

COMMUNICATIONS

- A. Treasure Valley Transit – Reduction of Service – Council President Nelson asked staff to have a representative attend a future Council meeting to address further questions of the Council regarding the reduction of services and potential money from other sources.
- B. Thank You – 2016 Homecoming Parade
- C. United States Department of the Interior – Certified Local Government Program

PLANNING & ZONING

- A. Meeting Minutes – September 22, 2016 – No comments heard.

AGENDA ITEMS

- A. ORDINANCE 1413 - AN ORDINANCE OF THE CITY OF PAYETTE, IDAHO, AMENDING THE PAYETTE MUNICIPAL CODE SECTIONS 5.10.020, 5.10.030 AND 5.10.040 IN CHAPTER 5.10 OF TITLE 5 TO ALLOW FOR OUTDOOR CONSUMPTION OF ALCOHOLIC BEVERAGES WHEN CONSUMED AT A SIDEWALK CAFÉ OR OUTDOOR DINING AREA; AMENDING SECTION 5.12.010 IN CHAPTER 5.12 OF TITLE 5, BY ADDING NEW SUBSECTIONS PROVIDING FOR SIDEWALK CAFES AND OUTDOOR DINING AREAS; CREATING A NEW SECTION 5.12.020 PROVIDING FOR SIDEWALK CAFES AND OUTDOOR DINING AREAS; SETTING OUT A STATEMENT OF FINDINGS; PROVIDING FOR AN APPLICATION AND PERMIT PROCESS; REQUIRED INFORMATION IN THE APPLICATION; PROVIDING FOR REVOCATION OF A PERMIT; LIMITING THE USE TO THE PARAMETERS SET IN THE APPLICATION; RENUMBERING SECTIONS 5.12.020 AND 5.12.030; SETTING AN EFFECTIVE DATE; ALLOWING

PUBLICATION IN SUMMARY FORM; ESTABLISHING SEVERABILITY; ESTABLISHING A REPEALER; ESTABLISHING A PENALTY – 3rd Reading

A motion was made by Dodson and seconded by Jensen to read Ordinance #1413 by title only.

At the roll call:

Ayes: Nelson, Dale, Wickersham, Dodson and Jensen.

Nays: None

The motion CARRIED.

Dale read Ordinance #1413 by title only.

A motion was made by Dodson and seconded by Wickersham to suspend the rules and pass Ordinance #1413 on 3rd reading.

At the roll call:

Ayes: Dale, Jensen, Dodson, Nelson, and Wickersham.

Nays: None

The motion CARRIED.

A motion was made by Dodson and seconded by Wickersham that Ordinance #1413 do pass.

At the roll call:

Ayes: Nelson, Jensen, Dodson, Wickersham and Dale.

Nays: None

The motion CARRIED.

- B. Sidewalk Cafe Guidelines – Council President Nelson stated that the feedback from the public has not been received as of this date. This subject will be moved to the next meeting.
- C. Agenda Request – Patti Stowell, 225 North Iowa Avenue, Payette, addressed the Council regarding the Iowa Avenue project. Iowa Avenue was torn up when McCain Middle School was put in several years ago. Mrs. Stowell claimed that during this construction, the pool in their front yard was damaged. Heavy vibration could be felt even inside their home. They have waited for the contractors to get back with them regarding the damage, but the construction company has not gotten back to Mrs. Stowell. After a claim was attempted to be filed, Mrs. Stowell was told that the responsibility did not belong to the City. Mrs. Stowell has been denied responsibility by the State of Idaho, the Payette County Highway District as well as the City of Payette. Mrs. Stowell simply wants the pool to be fixed back to the condition it was prior to the damage, not a complete remodel or rebuild. Council President Nelson stated that the Council has been advised by the City attorney that a settlement cannot legally be given due to the fact that the statute of limitations has run out. Mrs. Stowell stated that she disagrees about the statute dates. Jensen asked Mrs. Stowell who covered the neighboring properties problems. Mrs. Stowell stated that the contractor apparently covered those damages. Council President Nelson stated to Mrs. Stowell that she could hire an attorney to pursue damages from the construction company. Dale asked Mrs. Stowell if she had ever tried to file a claim with the same person or company that fixed the neighboring properties. Mrs. Stowell stated that no, she had never filed any claim because those neighbors did not have to file claims either to have their repairs done. Mrs. Stowell stated that the neighbors simply asked to have

the repairs done. Jensen stated that you cannot be denied the opportunity to file a claim. Dale stated that Mrs. Stowell has put a lot of time, effort and energy in asking for help from a body that is not capable of helping her in the situation. Council President Nelson thanked Mrs. Stowell for bringing this to the attention of the Council and wished her good luck with the future process.

D. Payette Airport Runway Project – Change Order #1

A motion was made by Dodson and seconded by Jensen to accept Change Order #1 from Diamond Construction for the Payette Airport Runway project in the amount of \$56,478.50.

At the roll call:

Ayes: Dale, Nelson, Dodson, Wickersham and Jensen.

Nays: None

The motion CARRIED.

BOARD & COMMISSION REPORTS

Council President Nelson attended a Historical meeting yesterday, due to no quorum, the meeting was rescheduled.

MAYOR'S COMMENT

None

CITIZEN'S COMMENTS

None

ADJOURNMENT

A motion was made by Jensen and seconded Dodson to adjourn the regular meeting at 7:53 PM

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

Signed this _____ day of October, 2016.

Lee Nelson, Council President

ATTEST:

Denise Rueschhoff
Administrative Assistant

CITY OF PAYETTE
OCTOBER 17, 2016

CITY PAYROLL - Admin	10/14/2016	\$	115,572.62
ACTION COURIERS - Water	9/30/2016		74.16
ALLIED BUSINESS SOLUTIONS - Library	9/30/2016		314.49
ALLIED BUSINESS SOLUTIONS - Police	9/30/2016		356.41
AMAZON - Library	9/30/2016		3,525.68
AMERICAN STAFFING - Park & Street	9/30/2016		2,587.20
AMERICAN STAFFING - Park & Street	9/30/2016		2,100.80
AMERICAN STAFFING - Park & Street	10/17/2016		1,574.00
ANALYTICAL LABORATORIES - Water & WWTP	9/30/2016		850.81
ANDREW SEED - Fire	10/17/2016		51.80
ARGUS OBSERVER - Police	10/17/2016		159.85
ASSOC. IDAHO CITIES - Legis	10/17/2016		2,952.00
BDS - Water & WWTP	9/30/2016		1,656.99
BLACK MTN SOFTWARE - All Dept.	10/17/2016		13,341.00
BIZ ZONE - Park	9/30/2016		100.00
BURKE ELECTRIC - Water & WWTP	9/30/2016		1,325.50
CABLE ONE - Admin, Library, Pool & Police	9/30/2016		300.72
CENTURYLINK - All Dept.	9/30/2016		1,124.22
CINTAS FIRST AID - WWTP	9/30/2016		70.03
CITY CLEANERS - Police	9/30/2016		94.85
CITY OF PAYETTE - Library	9/30/2016		81.21
CIVIAL AIR PATROL MAGAZINE - Police	10/17/2016		95.00
CLAY PEAK LANDFILL - Street & WWTP	9/30/2016		242.26
COLUMBIA BANK - All Dept.	9/30/2016		11,861.22
COMPLETE OFFICE - Fire, Water & Admin	9/30/2016		1,481.23
CURTIS CLEAN SWEEP - Street	9/30/2016		6,039.00
D&B SUPPLY - WWTP	9/30/2016		113.16
DCS TECHNOLOGIES - Pool	9/30/2016		184.45
DECROO, DARWIN G. - WWTP	9/30/2016		17.89
DIG LINE - Street, Water & WWTP	9/30/2016		66.90
DUSTBUSTERS - Street	9/30/2016		4,782.34
ERA - WWTP	9/30/2016		401.89
FARONICS - Library	9/30/2016		572.00
FERGUSON - WWTP	9/30/2016		399.79
FILTRATION TECHNOLOGY - Water	9/30/2016		684.20
FILTRATION TECHNOLOGY - Water	10/17/2016		6,525.00
FLEET SERVICES - All Dept.	9/30/2016		5,900.28
GALLS - Police	9/30/2016		215.81
GALLS - Police	10/17/2016		382.00
GEM STATE ELECTRIC - WWTP	9/30/2016		47.50
GEM STATE ELECTRIC - WWTP	10/17/2016		1,152.02
HARDIN SANITATION - All Dept.	9/30/2016		553.10
HARDIN SANITATION - Park	9/30/2016		372.76
HD SUPPLY - Water	9/30/2016		3,991.85
HOLLIS RV - Street	10/17/2016		18.00
IDAHO POWER - All Dept.	9/30/2016		19,056.53
IIMC - Admin	10/17/2016		100.00

CITY OF PAYETTE
OCTOBER 17, 2016

INDEPENDENT ENTERPRISE - Admin	9/30/2016	147.94
INTERMOUNTAIN GAS - Library & Water	9/30/2016	415.17
INTERMOUNTAIN GAS - All Dept.	9/30/2016	2,273.87
ITD - WWTP	9/30/2016	23.00
J.P. COOKE CO. - Admin	9/30/2016	113.50
KAMAN - WWTP	9/30/2016	124.05
KENWORTH SALES - Street	10/17/2016	423.58
L.N. CURTIS - Fire	9/30/2016	2,449.87
L.N. CURTIS - Fire	10/17/2016	9,631.00
METROQUIP - Street	9/30/2016	1,019.61
NAPA AUTO PARTS - All Dept.	9/30/2016	2,167.47
NEWMAN TRAFFIC SIGNS - Street	9/30/2016	1,168.90
NORCO - Fire	10/17/2016	60.16
ONTARIO AUTO RANCH - Police	9/30/2016	407.20
ONTARIO BUILDING - Street	9/30/2016	1,654.32
ONTARIO STARTER REPAIR - Street	9/30/2016	239.00
ONTARIO STARTER REPAIR - Street	10/17/2016	150.00
OSBORN, BERT L. - Admin	9/30/2016	2,700.00
OXARC - WWTP	10/17/2016	2,916.83
PAYETTE COUNTY PARAMEDICS - Police	9/30/2016	100.00
PAYETTE PRINTING - Police & Admin	10/17/2016	90.00
PETTY CASH - Pool	9/30/2016	50.00
PIERCE PAINTING - Airport	9/30/2016	1,640.00
PIPECO - Park	9/30/2016	995.76
PITNEY BOWES - All Dept.	9/30/2016	3,195.00
PLATT - Street & Water	9/30/2016	6,955.19
PROFORCE LAW ENFORCEMENT - Police	9/30/2016	349.07
PROTEX - Fire	10/17/2016	369.00
QUEST CPA - Admin	10/17/2016	2,750.00
RADAR SHOP - Police	9/30/2016	97.00
RHINEHART JANITORIAL - Admin & Police	9/30/2016	710.00
RHINEHART JANITORIAL - Library	9/30/2016	825.00
RIVERSIDE, INC. - Water	10/17/2016	3,403.70
ROBERTSON SUPPLY - Pool	9/30/2016	300.15
ROBERTSON SUPPLY - Park	10/17/2016	83.18
SAV-ON BLDG - Street	9/30/2016	53.03
SHERWIN-WILLIAMS - Street & Airport	9/30/2016	2,218.96
SMITH, CISSY - Legis	9/30/2016	179.50
SNAKE RIVER PEST - WWTP	10/17/2016	225.00
SPEED O'MOTIVE - WWTP	9/30/2016	85.00
STAPLES -WWTP, Admin & Police	9/30/2016	490.77
STATE OF IDAHO - IBOL - WWTP	10/17/2016	90.00
T.A. WELDING - Park, Street & Water	9/30/2016	907.49
T.O. ENGINEERS - Airport	9/30/2016	5,020.82
TRANSPORTATION SYSTEMS - WWTP	9/30/2016	56.64
UNITED PARCEL SERVICE - Police	9/30/2016	49.99
VALLEY PAVING - Street	9/30/2016	46,768.03

SIDEWALK CAFÉ & OUTDOOR DINING DESIGN GUIDELINES

Introduction

The City of Payette recognizes the importance of outdoor dining to the vitality and success of our Downtown (C-1) Zone. These design guidelines are in place to promote the health, safety and welfare of our residents, businesses and visitors. All sidewalk cafes and outdoor dining facilities are subject to the City of Payette Ordinances, all applicable Building Codes, Fire Codes, Americans with Disabilities Act, and the State of Idaho Liquor regulations.

Purpose

These guidelines provide standards for outdoor dining areas throughout the Downtown Zone (C-1 Zone) with special attention to those dining areas in high visibility areas within the public right-of-way. Central to the process of allowing outdoor dining areas is the necessity of ensuring furniture and other items placed along the street positively contribute to the historic character of Downtown Payette.

The guidelines apply to all sidewalk cafes and outdoor dining facilities approved by the City of Payette. Failure to comply with these requirements constitutes a violation of Payette City Code.

Definitions

1. **Limit Line:** Area approved by the City of Payette to be occupied for an outdoor seating/dining/event use. Such area may be on sidewalks, where sidewalks are wide enough to accommodate the requested use plus space required for the pedestrian zone. Such pedestrian zone shall comply with the ANSI standards for accessibility, but in no case be less than five (5) feet in width. Areas located within on-street parking stalls shall in no case take up more than twelve (12) feet of the length of such stalls.

2. **Fence Line or Perimeter Fence:** A fence enclosing an outdoor seating/dining/event area, which may be on or within the limit line.

Other Regulations

City of Payette and the State of Idaho have adopted regulations that may apply to outdoor dining areas and seating areas. These may include, but may not be limited to:

- Alcoholic Beverages
- Sidewalk Café and Outdoor Dining
- Noise Regulations
- City Ordinances
- Sign Regulations
- State of Idaho Alcoholic Beverages (Title 23)

References are made to some of these regulations in these standards are for information purposes only. References are in italics. Not all regulations are referenced.

Business owners should consult City of Payette and the State of Idaho regarding regulations, permitting and license requirements. For the purpose of these standards, where these standards are more restrictive than the State of Idaho, these standards shall prevail.

Placement of Fences and Furnishings

✓ Placement of Fences

The distance from any fence used to enclose a café or outdoor seating area, which fence is parallel to the building face, shall not exceed the limit line unless otherwise specified.

✓ Placement of Furnishings/Accessories

All furnishings/accessories except certain umbrella shades, awning or canopy extensions and planters shall be placed within the perimeter fence surrounding the outdoor dining/seating/event area, if a fence is required/provided, or within the limit line if no fence is required or provided. The furnishings include but are not limited to benches, chairs, tables, umbrella bases, awnings and canopies, planters, trash receptacles, and all other accessories or equipment.

Umbrella stands and any umbrella shade that is less than six (6) feet, eight (8) inches in height at its lowest point from the walking surface shall be located inside the perimeter fence and the limit line. If an umbrella shade is at least six (6) feet, eight (8) inches in height at its lowest point from the walking surface, then the umbrella shade may extend outside the perimeter fence and the limit line.

Planters owned by the business owner/operator are permitted in the outdoor dining/event area at the discretion of the business owner/operator as long as they're within the limit line. If an outdoor dining/event area has a perimeter fence, planters are permitted outside the fence line if they are within the limit line. If a business owner/operator desires planters outside the perimeter fence or suspended from the outside edge of the perimeter fence, the fence shall be placed or configured so both the fence and the planters are within the limit line.

Awnings and canopies that are attached to the building and extend from the building face to the limit line may include an extension beyond the limit line if the extension is at least seven (7) feet in height from the walking surface. Extensions shall not exceed one-half (1/2) feet beyond the limit line.

Design Standards

✓ Fences

Each outdoor dining/event area where alcohol is served shall have a continuous fence around the perimeter except for one opening as required by Idaho State Code¹. Fences installed shall be of metal, and be black, antique brown or bronze in color. Fences shall be well-crafted and have a durable, professional finish. Prior to installing a fence, the

business owner/operator shall obtain approval from the City of Payette for the design, materials and construction specifications to be used for the fence.

Fences shall have sturdy support poles and bases that can withstand heavy jostling and bumping. The bases and fence layout shall be designed to create a stable enclosure without anchoring the fence to the ground. Attaching the fence to the ground is not allowed. Connections at corners shall be made so fence does not pull apart under normal use. Fences shall be a minimum of thirty-six (36) inches in height. Fences shall not create a continuous barrier more than four (4) feet in height. Fences shall be removable to accommodate events and change in seasons. Fences that run more or less parallel to the curb line shall be equidistant from the curb line with allowances for indentations at entrance points and for planters. Where no curb line exists, the fence should be equidistant from the building face. Fence placement shall not be slipshod. City of Payette may require a business owner/operator to adjust fence alignment to meet these standards.

Bases on support posts for fences may extend an additional one (1) foot outside the limit line if the base lies flat on the ground. Combining a fence with a support structure for an overhead awning or canopy is allowed if approved in writing by the City of Payette. Outdoor dining areas where alcohol is not served are not required to have a continuous fence, but must have fencing between all dining areas and adjacent parking stalls and the street. All furnishings other than umbrella shades and awning or canopy extensions shall be placed within the limit line.

✓ Sidewalks

A minimum of five (5) foot wide continuous pedestrian access along the public sidewalk free from all obstructions is required and must not create any pedestrian hazard.

✓ Umbrellas, awnings and canopies

Umbrellas, awnings and canopies shall be of cloth, and use colors that are in compliance with the Downtown Historic Guidelines and complementary to the aesthetics of the building it serves. Umbrellas and freestanding awnings or canopies shall be plain with no writing, graphics or advertising permitted. Umbrellas shall be securely anchored in stands. Awnings and canopies attached to the building may include the name of the business if this signage is approved by the City of Payette as an allowed tenant identification sign and the proper sign permits have been obtained. Awnings and canopies that are attached to the building and extend from the building face to the limit line as provided in the section of placement of furnishings.

✓ Planters

The design of planters owned by business owners/operators is at the discretion of the business owner/operator as long as they are placed within the limit line and are complimentary to the colors of the building exterior.

✓ Trash receptacles

Each outdoor dining area shall have a trash receptacle with a lid within the fence lines/limit lines.

✓ Signage

Signage shall not be posted on fencing surrounding outdoor areas except for signs required by law or for small informational signs, such as; "No smoking on patio". Sign banners are not permitted. A-frame and T-frames signs shall be located within the outdoor area limit line for the outdoor area to which they belong or in the furnishing zone directly in front of the outdoor area. All signage shall comply with the City of Payette regulations.

✓ Decorative Lighting

Lighting on fencing is permitted if the intent is to add a festive, decorative element and not to attract attention. Lighting shall be white or clear in color and shall be understated. Flashing lights are not allowed. Light strands shall be kept in good repair and burned out bulbs shall be replaced.

✓ Accessibility

Location and number of tables, spacing of tables and access within the outdoor dining area must meet all Building Code and Americans with Disabilities Act requirements.

✓ Maintenance

Business owners/operators shall be responsible for maintaining fences and furnishings in such a manner that these improvements present a high quality image. Any fences or furnishings showing signs of wear, damage or failure shall be promptly refurbished, repaired and/or replaced.

¹The State of Idaho Alcohol Commission requires that outdoor dining areas where alcohol is served must be separated from pedestrian areas by a continuous enclosure except for one entry point. Such outdoor dining areas must also be immediately adjacent to the establishment serving alcohol. Signage must be posted that alcohol cannot be taken off-premises.

ANNEXATION PLAN

Teton Machine Company

Overview:

The annexation of the property at 1835 NE 10th Avenue, lying east of the existing Teton Machine shop location, is a reasonable action. The annexation is designed to assure the orderly development of the City, to allow efficient and economically viable provision of tax-supported and fee-supported municipal services and to enable the orderly development of private lands which benefit from the cost-effective availability of municipal services in urbanizing areas.

The approximate 9.25 acres in the proposed annexation may be annexed by virtue of the requirements found in Idaho Code 50-222 which are set out as follows:

1. The land is contiguous or adjacent to the city;
2. The land is in the area of city impact;
3. The land has been laid off, subdivided or platted in lots of 5 acres or less, OR the owner has sold or begun to sell the property in parcels not exceeding 5 acres;
4. A property owner has requested annexation.

The property consists of two different parcels which are not currently in City limits. The owner of the parcels has requested and consented to the annexation. The proposed annexation is designed to prevent chaotic boundaries and "enclaves" of county land surrounded by a city, which can result in confusion for police and firefighters trying to determine whether calls are within their jurisdiction.

As an area develops, the need for government to provide services increases. People living in the urban fringe receive the benefits of city services: they drive on city streets, play in city parks and check out books from the city library. However, they do not contribute to the cost of these services. That lack of participation increases the tax burden on City property taxpayers. Upon annexation, the City of Payette will provide quality municipal services, including police and fire protection, recreation, zoning and building services, public works, street maintenance, appropriate utilities, park and public facility maintenance.

For the City it is vital to ensure that as development occurs in the Area of City Impact, and development occur in a manner that facilitates the ultimate merger of the area into the City. If this is not the case, the City would be held responsible for the costly task of upgrading these facilities to City standards. The property owner requesting annexation plans to develop a new industrial site. The proposed development conforms with the Payette Comprehensive Plan for future growth.

Annexation Plan:

Idaho Code 50-222 (5) (b) (iii) requires preparation and publication of a written annexation plan, appropriate to the scale of the annexation contemplated, which includes at a minimum, the following elements:

A) The manner of providing tax-supported municipal services, if any, to the lands proposed to be annexed:

The City has the capacity and capability of providing all City services to the proposed annexation area, including the following:

1. Police Protection: Payette Police Department police services will extend to the proposed annexation described herein without significant adjustment to current staffing levels or organizational structure.
2. Fire Protection: Fire protection services will be extended to the newly annexed area with essentially the same level of service as is being provided in the rest of the City. It is the goal of the City with respect to fire services to have a three minute response time from a City fire station.
3. Public Works:
 - Street Lights - The City attempts to provide street lighting on a funds-available basis to all areas within the City. The City will take over maintenance and operation of installed street lights in the annexation area. This furthers the City's goal increasing public safety through street lights.
 - Streets – The City will maintain the streets within the proposed annexation area.
 - Drainage – Requiring new development in the annexation area to comply with City drainage standards will ensure better drainage features and facilities than would otherwise be built.
4. Library Services – All residents are eligible to use the Payette Public Library without individual payment of a non-resident fee. The annexation will help assure that revenues exist to maintain the quality library services which the City of Payette intends to provide all of its citizens.
5. Parks and Recreation – The City has identified future park areas in its Comprehensive Plan. The City's existing parks and greenway are available for all residents, whether annexed or not. Annexing new areas next to City limits will provide additional revenue and assist the City with its goals relative to the provision of park space.

B) The changes in taxation and other costs, using examples, which would result if the subject lands were to be annexed

The annexation will result in property tax, franchise fee, development fees, state shared sales tax and other revenues. The receipt of revenues will occur over time because of constraints, including those set under Idaho Code. For example, property taxes will not accrue until nine months after the annexation is

effective. State shared revenues will not be obtained until the State recognizes the population and market value added to the City in the annexation. That will occur typically one to two years after the annexation is completed.

Costs for City services to the annexation area will be provided either immediately after annexation (for example, police and fire services) or when revenues to support the services are received (for example, street lights or park development). The cost of services projected to be provided to that annexation area have been planned to balance with the anticipated revenues. Preliminary estimates of revenues support the services and facilities planned for the areas after annexation to the City. This is particularly evident because the City has made a significant investment in a new middle school, a new fire station, baseball fields/park behind the new middle school, middle school, and improvements to water and sewer lines, which will serve the area.

Any cost/benefit analysis must be based on a number of assumptions and projections. As such, this analysis should be treated as an estimate based upon the best data available. In addition, it is important for decision makers using this information understand the assumptions on which it is based. The assumptions are as follows:

- a. The current municipal service levels existing in Payette will be maintained in the newly-annexed area.
- b. Inflation affects costs and revenues equally and, therefore, is not accounted for.
- c. Fee-supported utilities (water and sewer) will recover their increased costs through their fee schedules

1. Fire and Police Services:

Presently, property owners in the annexation area pay \$50 annually for fire protection services. After annexation, the City fire Department will provide fire protection. This will result in an annual savings of \$50 per household, but offset by the higher City property tax. In addition, when the area is annexed into the City, the fire rating will move from an 8 to a 4. Property owner should enjoy a substantial savings in their insurance.

At the time of annexation, City police services will replace county sheriff protection; however, no reduction in county property taxes will occur. The City of Payette currently has 12 full time officers for 8,000 residents, compared to the County which has 12 full time officers for a population of nearly 24,000 residents. The higher ratio of police officer per capita in the City decreased response time and is an advantage to City residents and property owners.

2. Payette Public Library

The City of Payette Library charges \$60.00 per year for library privileges for each family living outside the City limits. Assuming the parcel in the annexation area currently purchases a library card, the annual loss in fee revenue to the Library will be \$60.00. However, the new City property tax

revenues from annexation will offset any loss of fees for City library service.

3. Property Taxes

City of Payette Population and Housing Unit Forecast

	2016	2025	Net Growth	Net Increase in Square Feet ⁽²⁾	Percent of Total Growth
Population	7,435	8,012	577		
Residential (in units) ⁽¹⁾	2,655	2,862	206	339,931	92%
Nonresidential (in square feet)	403,633	434,948	31,315	31,315	8%
Total				371,246	100%

Note: (1) Based on an estimated 2.8 persons per household per Census data

(2) Based on an estimated 1,650 square feet per residential unit

Source: City of Payette Impact Fee Study 2011, revised based on conversations with City staff and data from COMPASS and the 2014 American Community Survey

For 2016-2025, the housing unit inventory is forecast to increase by 206 homes, and 31,315 sq. ft. of commercial property. This forecast is very important for anticipating future growth, and for ensuring sufficient land areas are available for development. In addition, and equally formidable, the availability of commercial, industrial, and public land areas is necessary, as well as planning for adequate City services and utilities to meet future service demand.

The property in the proposed annexation area will be subject to the City of Payette property tax levy rate. The property is currently vacant with no structures. The following chart estimates the changes in property taxes for property values of \$50,000, \$100,000, \$500,000, using the 2015 levy rate.

Property Value	Estimated Changes in Property Taxes		
	\$50,000	\$100,000	\$500,000
Tax before annexation <i>County tax levy</i>	\$205.90	\$411.79	\$2058.95
Tax after annexation <i>City tax levy</i>	\$510.84	\$1021.68	\$5108.38

C) The means of providing fee-supported municipal services, if any, to the lands proposed to be annexed.

1. Sewer & Water

The City will provide water and sewer infrastructure within the proposed annexation area. The City provides sewer and water to adjacent properties, and will continue to provide the service upon installation of the system. Sewer and Water service will be provided under the same policies and rules currently in the City after the annexation takes place. These fee-supported utilities will recover their increased costs, if any, through their fee schedules.

2. Garbage Collection

The City contracts with a private firm for City wide refuse disposal. This fee is assessed on every residential property within the City. Although County trash pickup is not required, it is assumed that the property owner already contracts for trash removal services. Therefore, there will likely be no net financial impact to property owner for trash removal.

D) A brief analysis of the potential effects of annexation upon other units of local government, which currently provide tax-supported or fee-supported services to the lands proposed to be annexed.

The proposed annexation area The City of Payette will use the tax base generated from the annexation to assist. The City has not identified a need for continuing County service within the proposed annexation area.

1. Rural Fire District

The Rural Fire District charges an annual fee of \$65.00 per address for fire protection services. They could lose approximately \$65.00 per year in revenue. Rural Fire will have a reduction in required protection services as the property in the proposed annexation will become the responsibility of the Payette Fire Department.

2. Payette County Road & Bridge

Snow removal and road maintenance provided by Payette County Road and Bridge will be provided by City forces after annexation. Therefore, there will be a reduction in county services, but no reduction in the county mill levy and county taxes.

3. Payette County Landfill

The landfill fee of \$36.00 per year is charged to all City and county residents. There will be no economic impact to residents.

E) The proposed future land use plan and zoning designation or designations, subject to public hearing, for the lands proposed to be annexed.

Proposed zoning of the annexation area is as follows:

I - Industrial for the entire parcel.

The Payette Municipal Code regarding Industrial zoning, is included below in its entirety:

Chapter 17.40 I INDUSTRIAL DISTRICTS

17.40.010: CONSTRUCTION OR USE; COMPLIANCE REQUIRED:
17.40.020: PERMITTED USES:

17.40.030: CONDITIONAL USES:

17.40.040: AREA AND LOCATION REQUIREMENTS:

17.40.050: BUILDING AND OFF STREET PARKING PLANS; PLANNING

COMMISSION REVIEW AND APPROVAL REQUIRED:

17.40.060: LANDSCAPING REQUIREMENTS:

17.40.070: OFF STREET PARKING REQUIREMENTS:

17.40.010: CONSTRUCTION OR USE; COMPLIANCE REQUIRED:

Except as otherwise provided in this title, no main building or premises in an I industrial district shall be erected, altered, used, arranged or designed to be used, in whole or in part, for uses other than set forth in this chapter and unless they comply with all the provisions set forth in this chapter.

17.40.020: PERMITTED USES:

Any uses permitted in C commercial districts and C-2 commercial districts; provided, however, that the primary purpose of the I industrial district shall be for industrial purposes as set forth in this section.

Premises shall be used and occupied by structures used primarily for industrial purposes, including the following:

Agricultural industry as follows:

- Canneries.
- Creameries.
- Egg processing.
- Feed stores and feed manufacturing.
- Flour mills and elevators.
- Fruit and vegetable packing.
- Fruit and vegetable processing.
- Poultry processing.
- Sugar processing.

Heavy industry as follows:

- Auto sales or repair, mechanical shops.
- Coal yards and wood yards.
- Heavy manufacturing, where confined to defined limits such as street boundaries.
- Ice plants.
- Iron and steel fabricating.
- Lumberyards.
- Municipal facilities.
- Planing mills.
- Railroad yards.
- Truck terminals.
- Warehouses.

Other industry that either does not have objectionable noises, odors or refuse; provided, however, that other such industries may be permitted by the planning commission under appropriate safeguards and such special conditions as said commission deems necessary.

17.40.030: CONDITIONAL USES:

Any industrial use not defined under permitted uses within this section may be permitted by the planning and zoning commission after public notice has been given by United States mail to all property owners within three hundred feet (300') of the property in question and a public hearing is held. The planning and zoning commission may require appropriate safeguards and special conditions as said commission deems necessary. Such uses and buildings must be appropriately located and designed to meet a community need without adversely affecting the neighborhood.

Bulk petroleum products, storage plant industry, autos, mechanical and wrecking where confined to buildings and fenced premises.

Nude and seminude establishments.

17.40.040: AREA AND LOCATION REQUIREMENTS:

A. Setback Required When: No setback shall be required except where buildings are constructed adjacent to a street of less than sixty feet (60') in width, in which case buildings shall be constructed no closer than forty feet (40') from the centerline of the street. Landscaping shall cover five percent (5%) of the lot or ten feet (10') deep along any street frontage, whichever is less. Delivery service areas of twenty feet (20') in width in the rear or side may be required.

B. Minimum Lot Size: There shall be no minimum lot size in the industrial district.

17.40.050: BUILDING AND OFF STREET PARKING PLANS; PLANNING COMMISSION REVIEW AND APPROVAL REQUIRED:

A. All building plans shall be subject to review and approval by the planning commission and city council with a view to maximum utilization of property and with a full use of property.

B. Plans for off street parking shall be reviewed by the planning commission and be subject to its approval. Requirements shall be in conformance with [chapter 17.72](#) of this title.

17.40.060: LANDSCAPING REQUIREMENTS:

Whenever a preexisting structure is enlarged by fifty percent (50%) or more in floor area, number of employees, number of housing units, seating capacity or otherwise, said building or structure shall comply with the definition of "landscaping" in section [17.08.010](#) of this title.

17.40.070: OFF STREET PARKING REQUIREMENTS:

The off street parking requirements for the I industrial district are referred to in [chapter 17.72](#) of this title.

F) Proposed Future Land Use and Zoning Designations

The proposed land use map is shown in Appendix A. The proposed land uses are consistent with the existing uses and the land use of the adjacent areas. The proposed zoning designations for the annexation area is I- Industrial as shown in the maps in Appendix B. Details about the purposes of the zone is described above in Section E. The proposed zoning is based on current uses, zoning of adjacent parcels, and probable suitable uses. This is consistent with Policy #1.4 of Goal #1 of the Land Use Section (6.0) of the City of Payette 2005 Comprehensive Plan. Future changes in zoning would require the City to conduct public hearings as required by Idaho code.

G) Conclusions

Based on the foregoing analysis, the following conclusions are adopted:

(A) The land to be annexed meets the applicable requirements of this Idaho Code 50-222 and does not fall within the exceptions or conditional exceptions contained in that section;

(B) The annexation would be consistent with the public purposes addressed in this annexation plan because the City is better able to provide public services to this area;

(C) The annexation is reasonably necessary for the orderly development of the city because of the way this area has developed and the way the areas adjacent to it may develop.

(D) Based on the fiscal analysis herein, the additional tax revenue, and the fact the City is already providing most services, the City will be able to provide all City services to the annexation area without any negative impact or reduction in services to existing residents.

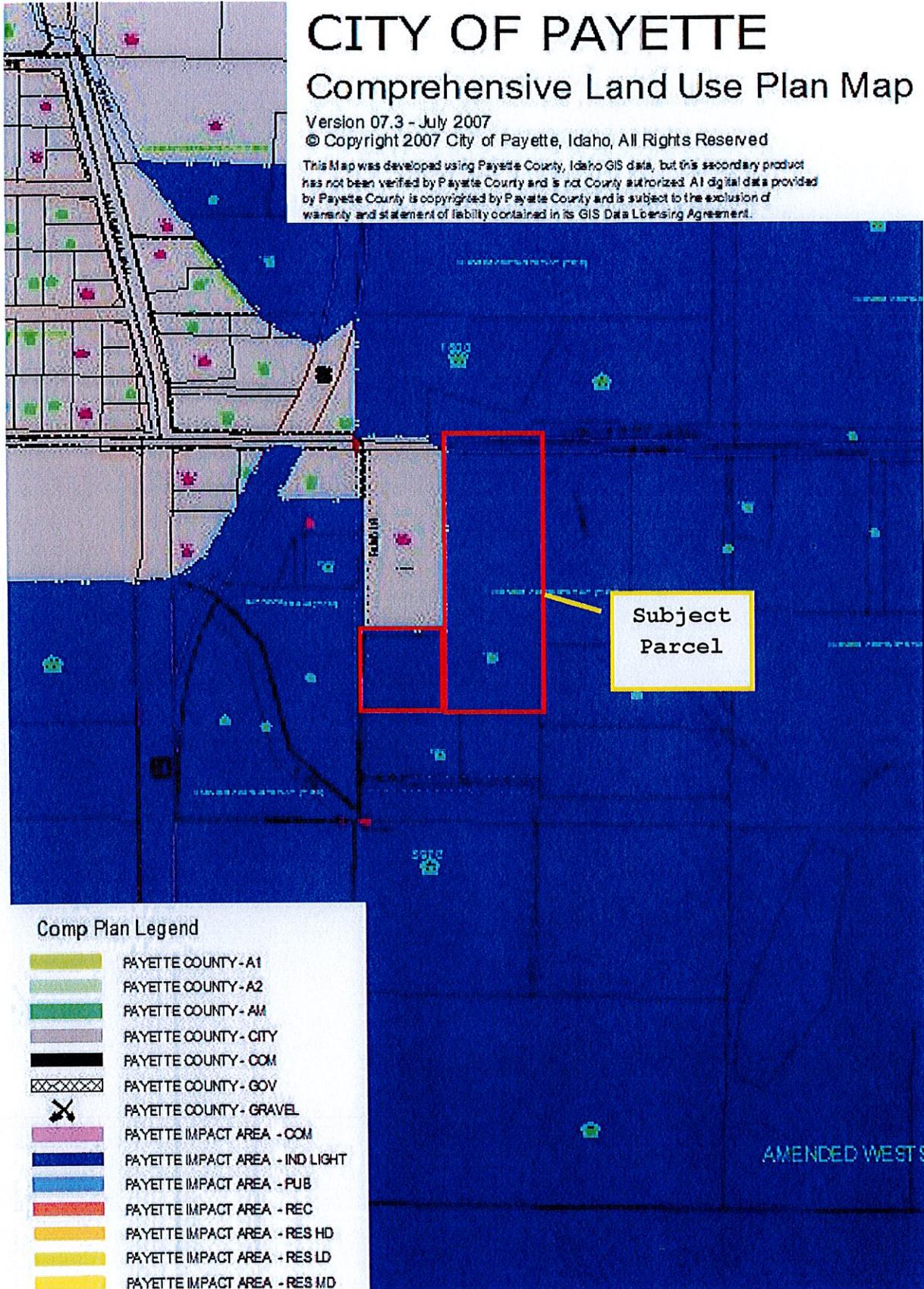
Appendix A

CITY OF PAYETTE Comprehensive Land Use Plan Map

Version 07.3 - July 2007

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This Map was developed using Payette County, Idaho GIS data, but this secondary product has not been verified by Payette County and is not County authorized. All digital data provided by Payette County is copyrighted by Payette County and is subject to the exclusion of warranty and statement of liability contained in its GIS Data Licensing Agreement.



Comp Plan Legend

- PAYETTE COUNTY - A1
- PAYETTE COUNTY - A2
- PAYETTE COUNTY - AM
- PAYETTE COUNTY - CITY
- PAYETTE COUNTY - COM
- PAYETTE COUNTY - GOV
- PAYETTE COUNTY - GRAVEL
- PAYETTE IMPACT AREA - COM
- PAYETTE IMPACT AREA - IND LIGHT
- PAYETTE IMPACT AREA - PUB
- PAYETTE IMPACT AREA - REC
- PAYETTE IMPACT AREA - RES HD
- PAYETTE IMPACT AREA - RES LD
- PAYETTE IMPACT AREA - RES MD

ORDINANCE NO. 1416

AN ORDINANCE FOR THE ANNEXATION OF PROPERTY GENERALLY LOCATED AT 1835 NE 10TH AVENUE, WHICH PROPERTY IS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ALL SITUATED IN PAYETTE COUNTY, IDAHO, AND ADJACENT AND CONTIGUOUS TO THE CORPORATE CITY LIMITS; ESTABLISHING AND DETERMINING THE LAND USE CLASSIFICATION OF SAID LAND AS I-INDUSTRIAL; DESIGNATING THAT PROPERTY DESCRIBED IN EXHIBIT "A" AS A CATEGORY A ANNEXATION; MAKING CERTAIN FINDINGS IN THE OFFICIAL MINUTES OF THE CITY CLERK; PROVIDING THAT COPIES OF THIS ORDINANCE SHALL BE FILED WITH THE PAYETTE COUNTY ASSESSOR, THE PAYETTE COUNTY RECORDER, AND THE IDAHO STATE TAX COMMISSION; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR PUBLICATION BY SUMMARY.

WHEREAS, the City of Payette hereby annexes pursuant to Idaho Code § 50-222; and,

WHEREAS, the City of Payette hereby zones pursuant to Idaho Code § 67-6525; and,

WHEREAS, the Payette City Council has adopted findings in support of the annexation and,

WHEREAS, the City of Payette has annexed under Category A of the Idaho Code, wherein all such landowners have consented to annexation, and all lands to be annexed are contiguous or adjacent to the City and lie within the area of impact; and,

WHEREAS, the Payette Planning & Zoning Commission, pursuant to public notice, held a public hearing on September 22, 2016, and recommended to the Mayor and Council that the proposed annexation be approved as set forth in the City's annexation plan and said lands be zoned I-Industrial and,

WHEREAS, the Payette City Council, pursuant to public notice, held a public hearing, on October 17, 2016, on the proposed annexation and zoning for the property described

in Section One below, as required by Idaho Code § 50-222 and Idaho Code § 67-6525.

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

Section 1. The lands and territory situated in Payette County, Idaho, adjacent and contiguous to the City of Payette, Idaho, particularly described in "Exhibit A" which is attached hereto, are incorporated hereat as if set out in full verbatim, are annexed and incorporated into the territorial limits of the City of Payette, Idaho.

Section 2. From and after the effective date of this ordinance, all property included within the boundaries and territory described in Section 1 shall be subject to all the statutes pertaining to the City of Payette and all ordinances, resolutions, police regulations, taxation and other powers of the City of Payette. All persons and property within the territory so annexed shall be and are entitled to all benefits and rights as are the persons and property presently within the corporate limits of the City of Payette.

Section 3. The City Engineer of the City of Payette is hereby directed to lodge and file with the City Clerk of Payette within ten (10) days after passage and approval hereof, a legal description and map prepared in a draftsman like manner which shall plainly and clearly designate the boundaries of the lands and territory annexed, pursuant to the provisions of Section 1.

Section 4. The City Council having considered the written and oral comments of property owners whose land would be annexed and other affected persons, makes the following express findings:

- (A) The land to be annexed meets the applicable requirements of a Category A annexation and does not fall within the exceptions or conditional exceptions contained in this section;
- (B) The annexation would be consistent with the public purposes addressed in the annexation plan prepared by the city;
- (C) The annexation is reasonable necessary for the orderly development of the city.

The City Council directs the City Clerk to set forth said findings in the minutes of the City Council meeting at which the annexation is approved.

Section 5. Pursuant to the findings of the Payette City Council, the land use classification of the lands described in Exhibit "A" annexed hereto is established as I-Industrial as provided by the Zoning Ordinance of the City of Payette. The findings with respect to zoning of the lands being annexed are:

- A. The proposed zoning complies with and conforms to the Comprehensive General Plan.
- B. The proposed zoning will provide and maintain existing and future capabilities of public utilities.
- C. The proposed zoning will maintain and preserve compatibility of surrounding zoning and development.
- D. The proposed annexation incorporates the Payette water and sewer planning area.
- E. The proposed zoning and annexation honors the negotiated Area of Impact Agreement with Payette County.

F. The proposed zoning is consistent with the Payette Comprehensive Plan.

Section 6. The City Clerk is hereby directed to alter all use and area maps as well as the official zoning maps, comprehensive plan and all official maps depicting the boundaries of the City of Payette, in accordance with this ordinance.

Section 9. The City Clerk of the City of Payette is hereby directed to file, within (10) days after the passage and approval hereof, a certified copy of this Ordinance with the Payette County Assessor, County Recorder and County Treasurer of Payette County, Idaho, and the State Tax Commission of Idaho, and to file a copy of said legal description and map, as prepared and lodged with her by the City Engineer, with the County Assessor and County Recorder of Payette County, Idaho, and the State Tax Commission of Idaho, all as provided by Idaho Code § 50-223 and § 63-2215.

Section 10. This Ordinance may be published in summary form.

Section 11. This Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

PASSED by the Council of the City of Payette, Idaho, this ____ day of October, 2016.

APPROVED by the Mayor of the City of Payette, Idaho, This ____ day of October, 2016.

APPROVED:

Jeffrey T. Williams, Mayor

ATTEST:

Mary Cordova, City Clerk

State of Idaho)
) ss.
County of Payette)

On this _____ day of _____, in the year of 2016, before me MATEA GABIOLA, a notary public, personally appeared MARY CORDOVA and JEFFREY T. WILLIAMS, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same on behalf of the City of Payette in their official capacities as Mayor and City Clerk.

Notary Public For Idaho
Residing at: _____
Commission expires: _____

EXHIBIT "A"

A parcel of land located at 1835 NE 10th Ave in the SW1/4SE1/4 of Sec.3, Twp. 8N, R 5W, BM, being all of Blocks 53 and 55 and a portion of Block 54, more particularly described as follows: Commencing on the west side line of said SW1/4 SE1/4 at a point 643.5 feet S of the NW corner of said SW1/4 SE1/4; thence south following said west side line 272.25 feet; thence east and parallel to the north side line of said SW1/4 SE1/4 660 feet; thence north and parallel to the west side line of said SW1/4 SE1/4 660 feet; thence north and parallel to the west side line of said SW1/4 SE1/4 915.75 feet to the north side line of SW1/4 SE1/4; thence west following said north side line 330 feet; thence south and parallel to the west side line of said SW1/4 SE1/4 643.5 feet; thence west 330 feet to the point of beginning; including all road right of ways of NE 10th Ave and Hurd Lane.

AGREEMENT



AGREEMENT NO.:

CUSTOMER ("you" or "you")

FULL LEGAL NAME: City of Payette

ADDRESS: 700 Center Street Payette ID 83661

CONTACT NAME: _____ PHONE #: 208-642-6029 FEDERAL TAX ID #: _____

EQUIPMENT AND PAYMENT TERMS

MAKE, MODEL NUMBER & INCLUDED ACCESSORIES	SERIAL NO.	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE PER MACHINE (IF NOT CONSOLIDATED)		EXCESS PER IMAGE CHARGE (PLUS TAX)	
			B&W	COLOR	B&W	COLOR	B&W	COLOR
<u>Toshiba 2555C</u>		<input type="checkbox"/>						
<u>Toshiba 287</u>		<input type="checkbox"/>						
		<input type="checkbox"/>						
		<input type="checkbox"/>						
		<input type="checkbox"/>						
		<input type="checkbox"/>						
		<input type="checkbox"/>						
		<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE (IF CONSOLIDATED)					<u>3000</u>	<u>500</u>	<u>1009</u>	<u>.065</u>

MONTHLY BASE PAYMENT AMOUNT: \$ 378⁰⁰ (PLUS TAX) TERM IN MONTHS: 63 METER FREQUENCY: Qrtly

SECURITY DEPOSIT: \$ 0.00 ADVANCE PAYMENT: \$ 0.00 (PLUS TAX) to be applied to first Payment due

ORIGINATION FEE: \$ 75.00 SUPPLY FREIGHT FEE: \$ 0.00 METER FEE: \$ 0.00

EQUIPMENT LOCATION: _____ SEE ATTACHED SCHEDULE

END OF LEASE OPTIONS

By checking a box and initialing below, you may choose one of the following options to apply at the end of the original term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option. Agreements with \$1.00 purchase option will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use.

FMV: 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3. _____ Customer's Initials

\$1.00 Purchase: 1) Purchase the Equipment for \$1.00, or 2) Return the Equipment per paragraph 3. _____ Customer's Initials

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED, READ, AND ACKNOWLEDGED THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) [Signature] Erin Haley, Director 5/25/16

CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

LESSOR ("we", "us", "our")

Allied Business Solutions, Inc. 10394 West Emerald St, Boise, ID 83704

LESSOR SIGNATURE PRINT NAME & TITLE DATE

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations, including all and any debts, liabilities, and obligations of every nature or form, now existing or hereafter arising or acquired, under the Agreement or any supplements hereto. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee, if applicable, to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned hereby binds any respective administrators, representatives, successors, and authorized assigns. **THE UNDERSIGNED, AS TO THIS GUARANTY, AGREE(S) TO THE DESIGNATED FORUM AND CONSENT(S) TO PERSONAL JURISDICTION, VENUE, AND CHOICE OF LAW AS STATED IN THE AGREEMENT, AGREE(S) TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY US OR OUR ASSIGNEE RELATED TO THIS GUARANTY AND THE AGREEMENT, WAIVE(S) A JURY TRIAL AND TRANSFER OF VENUE, AND AUTHORIZE(S) OBTAINING CREDIT REPORTS.**

SIGNATURE: [Signature] INDIVIDUAL: Erin Haley, Director DATE: 5/25/16

SIGNATURE: _____ INDIVIDUAL: _____ DATE: _____

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: [Signature] NAME & TITLE: Erin Haley, Director DATE: 5/25/16

ADDITIONAL TERMS AND CONDITIONS

- 1. AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. Unless otherwise stated in an addendum hereto, this Agreement (if FMV option is chosen) will renew for successive three-month periods unless you send us written notice at least 30 days (before the end of any term) that you want to purchase or return the Equipment, and you timely return the Equipment (according to the conditions herein). Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You shall deliver all information requested by us which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.
- 2. RENT, TAXES AND FEES:** You will pay the Monthly Base Payment Amount (as adjusted) when due, plus any applicable sales, use and property taxes with respect to this Agreement and the Equipment. The Monthly Base Payment amount will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. Unless a \$1 Purchase Option is applicable, we own the Equipment (excluding any Software). You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from your acts or omissions inconsistent with this Agreement or our ownership of the Equipment. If a \$1 Purchase Option is applicable, you acknowledge that this Agreement shall be deemed to be a conditional sales contract, and that any ownership we have in the Equipment is hereby transferred to you "As Is" and "Where Is" upon receipt of final payment, and that you are responsible for reporting the Equipment as required to appropriate taxing authorities and for remitting any personal property tax related to the Equipment to such authorities. By the date the first Payment is due, you agree to pay us a origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement. You cannot pay off this Agreement or return the Equipment prior to the end date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee up to 10% of the Fair Market Value of the Equipment on the date of this Agreement.
- 3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST; SOFTWARE/DATA:** At your expense, you agree to keep the Equipment (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at the installation address, and you agree not to move it unless we agree in writing. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.
- 4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and, if requested, to defend us against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. No loss or damage shall relieve you of your payment obligations under this Agreement. All indemnities will survive the expiration or termination of this Agreement.
- 5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT,** without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 4%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-507 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.
- 7. FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. The original of this Agreement shall be that copy which bears your facsimile, scanned or original signature, and which bears our original signature. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.
- 8. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED ANY ALL THIRD PARTY SUPPLIERS AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**
- 9. LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.
- 10. MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. Facsimile maintenance is provided during normal business hours and includes inspection, adjustment, parts replacement and cleaning material required for the proper operation. Facsimile drums and toner cartridges must be purchased separately. Color toner and developers, not included in this Agreement, will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. An image is defined as an imaged one-sided sheet of 8.5" x 11" sheet of paper or smaller. When toner is part of this contract, we agree to provide toner(s) in sufficient quantities as it relates to your usage, and the manufacturers published yields which are based on 6% page coverage of toner to page ratio for black and white and 20% page coverage of toner to page ratio for full color. In the event overall toner use exceeds this, overages of toner expenses may be billed to you.
- 11. EXCESS CHARGES AND COST ADJUSTMENTS:** You are entitled to make the total number of images shown under Image Allowance Per Machine (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Monthly Base Payment Amount. You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. You agree that we may install an automatic meter reading agent on the Equipment. We may charge you a Meter Fee to cover our administrative costs of obtaining a meter reading if such agent is not installed. At the end of the first year of this Agreement and once each successive twelve-month period, the Monthly Base Payment Amount and the Excess Per Image Charges may be increased by a maximum of 15% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your usage and excess charges.
- 12. UPGRADE AND DOWNGRADE PROVISION: AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR COPY VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.**
- 13. TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. You agree to pay us an additional amount equal to 1/30th of the Monthly Base Payment Amount for each day between the date the Equipment is delivered and the Effective Date, which will be added to your first invoice.
- 14. MISCELLANEOUS:** You authorize us, our agent or our assignee to furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Agreement or the Equipment, including, without limitation, the seller, supplier or any manufacturer of the Equipment. For security purposes and to help the government fight terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, we may request the following identifying information: name, address, date of birth. We may also ask other questions or request other documents meant to verify your individual or commercial identity.



ALLIED
business solutions

print 10394 w. Emerald St. P: 208.344.3833
scan Boise, Idaho 83704 F: 208.344.3520
copy DigitalAllied.com

Sales Agreement

SOLD TO		SHIP TO	
COMPANY <i>City of Payette Public Library</i>	COMPANY		
ADDRESS <i>700 Center Street</i>	ADDRESS		
CITY <i>Payette ID</i>	STATE	ZIP <i>83661</i>	CITY STATE ZIP
CONTACT <i></i>	PHONE <i>208-642-6029</i>	CONTACT	PHONE
EMAIL	EMAIL		

FINANCE OPTIONS

LEASE CASH
 TERM: *63* MONTHLY PAYMENT: *378.⁰⁰* PURCHASE ORDER #:

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
<i>1</i>		<i>Toshiba 2555C</i>		
<i>1</i>		<i>Toshiba 287</i>		
		<i>* Connect to Paper Cut <u>incl.</u></i>		

SUPPLIES AND MAINTENANCE	CHARGES
<input checked="" type="checkbox"/> INCLUDED IN LEASE <input type="checkbox"/> MAINTENANCE AGREEMENT <small>Please refer to your LEASE or MAINTENANCE AGREEMENT for volume and rates.</small>	SUBTOTAL
SPECIAL INSTRUCTIONS OR CONDITIONS OF SALE: <i>Plu 2330 Toshiba and Return to Leasing Company.</i>	DELIVERY
	NETWORK INSTALL
	SALES TAX
	TOTAL
	LESS DEPOSIT
	BALANCE DUE

Sales Representative

Order Date

The parties acknowledge and agree all terms and conditions stated on the reverse side of the Sales Agreement constitute an integral part of the Sales Agreement and are incorporated herein. By signing this Agreement, the Customer represents it fully understands all terms and conditions stated herein, and agreement constitutes the entire understanding between Allied Business Solutions and Customer.

ALLIED BUSINESS SOLUTIONS APPROVAL

ACCEPTED BY CUSTOMER

AUTHORIZED SIGNATURE REQUIRED

AUTHORIZED SIGNATURE REQUIRED

PRINTED NAME

PRINTED NAME

TERMS AND CONDITIONS

This is not a sale on approval or trial basis and, unless otherwise stipulated, payment for goods and equipment shall be made upon delivery. Title to all goods and equipment shall remain with Seller until such time as the purchase price thereof shall have been paid in full. If Buyer neglects or refuses to pay the full purchase price when due, Seller may retake possession of said equipment and supplies. Buyer agrees to pay Seller's reasonable attorneys' fees in any collection, action, suit or appeal arising from Buyer's default thereunder. This agreement shall not be amended or modified unless set forth in writing and executed by both parties. Buyer signature indicates Buyer has read and agreed to these terms. THIS IS A BINDING ORDER, not subject to cancellation.

In the event that this sale is contingent upon approval of financing for Buyer, it is understood and agreed the Buyer will obtain their own financing not through Seller. Until such time as financing is approved, title shall remain with Seller. If financing has not been approved within thirty (30) days from the date of this agreement, all rights of the Buyer to the equipment shall cease, and the equipment shall be immediately returned to the Seller in good order and condition. If the Buyer fails to return the equipment, Seller may take the equipment into his possession, and for the purpose may enter the premises of the Buyer and remove the equipment, in which event Buyer waives any trespass or claim arising from such removal.

Seller shall not be liable to Buyer or any other person for any loss, damage, or expense of any kind or for direct or consequential damage relative to, arising from, or caused directly or indirectly, by equipment or any supplies or accessories or the use thereof, or deficiency, defect, or inadequacy thereof, or any delay in delivery or installation thereof. This agreement may not be assigned or transferred by customer without the prior written consent of Seller.

This agreement shall be governed or construed in the State of Idaho and exclusive venue of any action arising out of this agreement shall be in Ada County, Idaho.

EQUIPMENT WARRANTIES

Allied Business Solutions (ABS) warrants all new equipment in this order for 90 days from installation. Warranty covers labor and parts to correct defects in materials and workmanship at no charge to the customer. This warranty does not extend to the replacement of supply items or consumable parts in the equipment within the manufacturer's recommendations.

Any statements made by ABS salesperson(s) about these products do not constitute warranties and shall not be relied on by customer in deciding whether to purchase these goods or equipment.

ABS MAINTENANCE AND PERFORMANCE GUARANTEE

Performance Guarantee - If your equipment is covered by a continuous ABS maintenance agreement and is out of service for more than two (2) consecutive business days after notifying ABS or requires off-site service, a loaner copier or facsimile will be provided by ABS at no additional charge.

Equipment Training Guarantee - ABS will provide initial training plus any follow-up training needed by appointment at no additional charge.

Solution Sales & Software/Connectivity Guarantee - ABS will provide initial installation and training. After 30 days, all additional training will be provided and charged on an hourly basis.

Service Cost - ABS guarantees that the cost of your maintenance agreement will not increase more than 15% per year, as long as you continue to be the original owner of this equipment.

Service Response Guarantee - Our Service Representative will arrive at your door within the guaranteed four (4) hour average response time over a one (1) year period.



CITY OF PAYETTE, IDAHO

AGENDA STATEMENT

To: Honorable Mayor & Members of the Payette City Council
From: Bobbie Black, Deputy City Clerk
Date: 10/13/2016
Re: Building Permits & Business License

	<u>BUILDING PERMITS</u>		<u>BUSINESS LICENSE</u>	
	2015	2016	2015	2016
January	5	1	5	3
February	5	2	4	1
March	1	10	6	3
April	7	9	1	2
May	2	7	0	5
June	0	2	3	1
July	5	9	3	7
August	10	8	3	1
September	6	6	0	1
October	6		4	
November	6		2	
December	3		2	
TOTAL	56	46	33	23

August: Pro Clean Services