

RESOLUTION NO. 142

A RESOLUTION OF THE CITY OF PAYETTE, PAYETTE COUNTY, IDAHO, APPROVING AN AGREEMENT FOR BOND COUNSEL SERVICES AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SAME.

WHEREAS, the City of Payette, Payette County, Idaho (the "City"), has determined to conduct a special bond election on May 12, 1987, on the question of authorizing the City to issue its water and sewer revenue bonds in the amount of not to exceed \$685,000 for the construction and financing of water and sewer system improvements and costs incidental thereto; and

WHEREAS, the City is desirous of retaining Michael C. Moore of the law firm of Lindsay, Hart, Neil & Weigler, of Boise, Idaho, as bond counsel to the City for services in connection with said special bond election and the issuance, sale, and delivery of water and sewer revenue bonds.

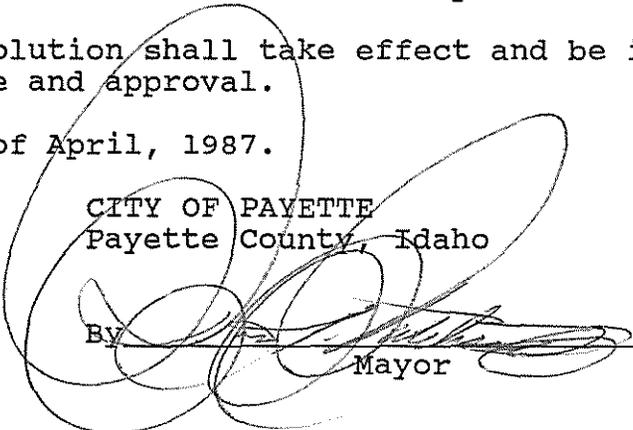
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PAYETTE, IDAHO, as follows:

Section 1: The Agreement for Bond Counsel Services between the City and Michael C. Moore of Lindsay, Hart, Neil & Weigler, of Boise, Idaho, a copy of which agreement is annexed hereto and by reference made a part hereof, be, and the same is hereby, approved, and the Mayor and City Clerk are hereby authorized and directed to execute the same on behalf of the City.

Section 2: This Resolution shall take effect and be in force from and after its passage and approval.

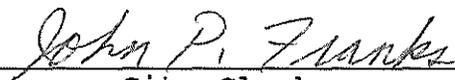
DATED this 20th day of April, 1987.

CITY OF PAYETTE
Payette County, Idaho

By 

Mayor

ATTEST:


City Clerk

AGREEMENT FOR BOND COUNSEL SERVICES

THIS AGREEMENT, made this 20th day of April, 1987, between the City of Payette, Payette County, Idaho (the "City"), and Michael C. Moore of Lindsay, Hart, Neil & Weigler, 350 N. Ninth Street, Suite 400, Boise, Idaho 83702 ("Bond Counsel").

Section 1: PURPOSE OF EMPLOYMENT

The City hereby employs Bond Counsel to perform and render legal assistance and advice relative to the authorization, issuance, sale, and delivery of water and sewer revenue bonds (the "Bonds") of the City to be issued for the construction and financing of certain capital improvements and betterments to the City's water and sewer system, and costs incidental thereto.

Section 2: BOND COUNSEL SERVICES

Bond Counsel shall be primarily responsible for rendering the following legal services:

- (a) Advise the City concerning the legal requirements applicable to the issuance and sale of the Bonds.
- (b) Provide representation of Bond Counsel, when requested by the City, at all meetings and hearings held by the City in connection with the issuance and sale of the Bonds.
- (c) Prepare all ordinances, resolutions, notices, and any other legal documents necessary for the proper conduct of proceedings, including election proceedings, for the authorization, issuance, sale, and delivery of the Bonds.
- (d) Provide such legal guidance and assistance, supervision and consultation, conduct such proceedings, and provide such opinions, as may be appropriate.
- (e) Prepare such notices of public sale of the Bonds as may be appropriate.
- (f) Supervise the printing and delivery of the Bonds to purchaser and prepare all necessary closing documents.

- (g) Assemble and examine a transcript concerning all proceedings taken in connection with the issuance and sale of the Bonds.
- (h) Upon completion of the proceedings to Bond Counsel's satisfaction, provide its legal opinion stating that the proceedings had for the authorization and issuance of the Bonds are lawful and valid, that the Bonds are valid and lawful special obligations of the City, and that interest on the Bonds is exempt from Federal and State of Idaho income taxation.

Section 3: COMPENSATION

For rendering the services set forth in Section 2 hereof, Bond Counsel shall receive from the City compensation in the amount of THREE THOUSAND AND 00/100 DOLLARS (\$3,000.00). Said compensation shall be paid solely from the proceeds of such Bonds, when available, and shall be due following delivery of the Bonds.

Bond Counsel shall also be reimbursed from the proceeds of the Bonds for direct out-of-pocket expenses, including necessary travel and lodging expenses incurred in attending meetings conducted by the City or other meetings relating to the Bond proceedings, as well as long distance telephone, special messenger or air courier service, and photocopying expenses incurred in performance of its duties hereunder.

In the event the Bonds are not issued, sold, and delivered, Bond Counsel will be reimbursed only at the hourly rate normally charged by Bond Counsel for services actually rendered (with a maximum of \$500 total fee), and for direct out-of-pocket expenses incurred.

Section 4: ADDITIONAL SERVICES

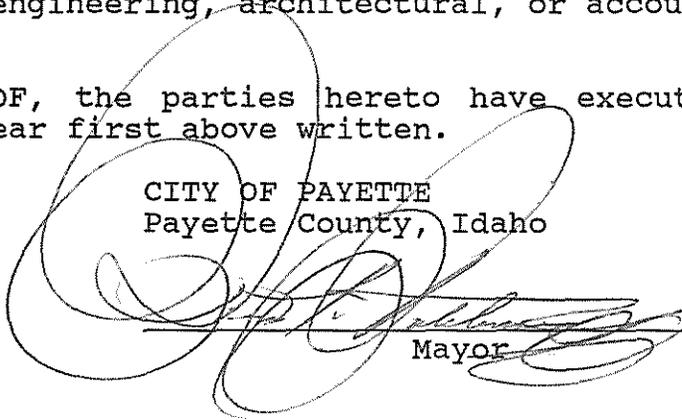
Services in addition to Bond Counsel responsibilities provided for in Section 2 above may be performed by Bond Counsel upon specific direction of the City. For such additional services, including, but not limited to, any litigation services, Bond Counsel shall be compensated separately, and shall account and bill for such services separately at the hourly rate normally charged by Bond Counsel for the service of the attorneys performing such work.

Section 5: EXCEPTIONS

Specifically excepted from this Agreement are any services by Bond Counsel that are engineering, architectural, or accounting in nature.

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

CITY OF PAYETTE
Payette County, Idaho



Mayor

ATTEST:

John P. Frank
City Clerk

LINDSAY, HART, NEIL & WEIGLER

By Michael C. Moore
Michael C. Moore