

**CITY OF PAYETTE, IDAHO  
Resolution 2024-20**

**A RESOLUTION ACCEPTING THE GRANT OFFER/AGREEMENT OF THE IDAHO  
DEPARTMENT OF COMMERCE THROUGH THE IDAHO COMMUNITY  
DEVELOPMENT BLOCK GRANT, IN THE MAXIMUM AMOUNT OF \$500,000.00  
TO BE USED UNDER THE ICDBG NUMBER 24-11-10-DT, IN THE DEVELOPMENT OF  
THE DOWNTOWN REVITALIZATION PROJECT**

BE IT RESOLVED that the Mayor and Council of the City of Payette, Idaho (herein referred to as the "City") as follows:

1. That the City shall accept the Grant Offer/Agreement of the Idaho Department of Commerce in the amount of \$500,000.00 and the development of the Downtown Revitalization Project; and,
2. That the Mayor of the City is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer/Agreement on behalf of the City. The City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City on aforesaid statement of Acceptance; and,
3. A true copy of the Grant Offer/Agreement referred to herein be attached hereto and made a part thereof.

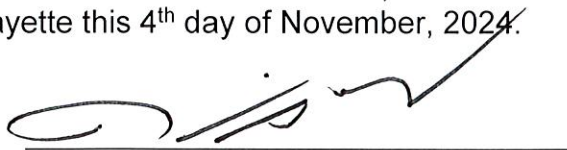
Passed and adopted by the Mayor and City Council of the City of Payette, Idaho, this 4<sup>th</sup> day of November, 2024.

  
\_\_\_\_\_  
Daniel Lopez, Mayor

ATTEST:   
\_\_\_\_\_  
David Tate, City Clerk

I HEREBY CERTIFY, that I am the City Clerk of the City of Payette, a municipal corporation of the State of Idaho; that the above and foregoing is a full, true and correct copy of a resolution duly and regularly adopted by the governing body of the City of Payette in accordance with the rules and regulations of the City of Payette.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City of Payette this 4<sup>th</sup> day of November, 2024.

  
\_\_\_\_\_  
David Tate, City Clerk



## IDAHO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

CFDA #: 14.228

GRANTEE NAME: City of Payette  
GRANTEE ADDRESS: 700 Center Street  
Payette, ID 83661

GRANTEE UEI NO: Q94DRDG3M434

PROJECT TITLE: Downtown Revitalization Project  
CONTRACT NO.: ICDBG-24-II-10-DT

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

### RECITALS

WHEREAS the ICDBG Program assists Idaho counties and cities with the development of needed public facilities or infrastructure;

WHEREAS counties or incorporated cities with typically a population of less than 50,000 are eligible to apply for ICDBG funds; and

WHEREAS eligible activities consist of construction, improvement, or procurement of public facilities or infrastructure ("Project"); and

WHEREAS the DEPARTMENT has determined that GRANTEE qualifies as an eligible applicant and GRANTEE's Project qualifies as an eligible activity.

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, and the above recitals which are incorporated herein by this reference, the DEPARTMENT and GRANTEE hereby agree as follows:

1. **Compliance Requirements:** GRANTEE, sub-recipients, contractors, and subcontractors receiving ICDBG funds agree to comply with all of the following: 24 CFR, part 570 Community Development Block Grants and applicable subparts as amended; the terms and conditions of Federal Grant Number B-24-DC-16-0001; the procedures in the DEPARTMENT's ICDBG Application Handbook and the Grant Administration Manual; the DEPARTMENT's most current consolidated plan, and Idaho Code 67-2346 certification concerning Boycott of Israel and Idaho Code 67-2359 Ownership or Operation by China. GRANTEE shall also comply with the federal laws and adopted citizen participation plan as certified to by the chief elected official on the certification page of the GRANTEE's application.
2. **ICDBG Maximum Award:** The maximum amount of ICDBG assistance awarded by this Agreement shall not exceed Five Hundred Thousand Dollars (\$500,000).
3. **Match:** GRANTEE agrees to provide Three Hundred Sixty Five Thousand One Hundred Sixteen Dollars (\$365,116) in matching funds for the purposes of completing this Project. In the event costs exceed the total dollars budgeted for the Project, GRANTEE shall be responsible for providing the additional funds needed to complete the Project.
4. **The Project:** Attachment A, attached hereto and incorporated herein by this reference, contains the Scope of Work and Project Schedule. At a minimum, Attachment A shall consist of the following components:
  - a. Construction Scope of Work
  - b. Design professional and grant administration
  - c. Equal Access Actions
  - d. National Objective
  - e. State Goal
  - f. Schedule

5. **Environmental Standards and Conditional Commitment of Funds:** GRANTEE agrees to assume responsibility for the completion of an environmental review process under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*) and related laws, as furthered by HUD regulations contained in 24 CFR part 58 and the ICDBG Grant Administration Manual. GRANTEE is solely responsible for completing the environmental review process described herein even if GRANTEE chooses to sub-grant the ICDBG funds. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval. GRANTEE acknowledges and understands that the payment of any funds by the DEPARTMENT under this Agreement is conditioned on the DEPARTMENT's determination, in its sole discretion, to proceed with, modify, or cancel the Project based on the results of a subsequent environmental review, and agreement upon and implementation of the mitigation measures required by the DEPARTMENT pursuant to Section 6 of this Agreement.
6. **Mandatory Mitigation Measures:** The GRANTEE must implement the mitigation measures as identified in Attachment "C".
7. **Sub-recipient Agreements:** Not Applicable.
8. **Additional Assurance:** GRANTEE shall remain fully obligated under this Agreement notwithstanding GRANTEE's designation of any third parties for the undertaking of all or any part of the Project that is the subject matter of this Agreement.
9. **Special Conditions:** Not Applicable.
10. **Relationship of Contracting Parties:** GRANTEE agrees that nothing contained in this Agreement shall create or be deemed to create between GRANTEE and the DEPARTMENT any principal-agent, master-servant, or employer-employee relationship. GRANTEE further agrees that nothing contained in this Agreement shall create or be deemed to create a partnership or joint venture between GRANTEE and DEPARTMENT. GRANTEE is solely responsible for the completion of the Project and agrees to complete the Project in accordance with the terms of this Agreement.
11. **Apportionment of Liability:**

The DEPARTMENT and GRANTEE shall be responsible only for the acts, omissions or negligence of such entity's own employees. The term "employee" is defined for the purposes of this section as set forth in Idaho Code section 6-902. Nothing in this Agreement shall extend the tort responsibility or liability of either the DEPARTMENT or GRANTEE beyond that required by the Idaho Tort Claims Act, Idaho Code section 6-901 *et seq.* Each party shall be responsible for damage to property of the other party caused by its employees in the performance of the Agreement to the extent funds are legally available therefore.

The DEPARTMENT participates in the comprehensive liability plan provided through the Risk Management Program established under Idaho Code section 67-5733 *et seq.* At GRANTEE's request, the DEPARTMENT shall provide confirmation of participation, including evidence of participation in workers' compensation provided by the State Insurance Fund. At the DEPARTMENT's request, GRANTEE shall provide evidence of participation in a self-insurance program or retained liability program or certificates of insurance evidencing liability and property coverage, including workers' compensation coverage.

If a property claim or damage is not covered by the party's self-insurance or other property coverage, the responsible party shall pay the costs arising from such claim or damage to the extent funds are legally available therefore. If a claim or damage arises from more than one party's performance of the Agreement or is not allocable to any party, each party shall pay the costs to such party arising from the claim or damage.
12. **Period of Performance:** Work on the Project covered by this Agreement began on **March 11, 2024** and shall continue as set forth in Attachment A until the Project is completed and closed-out. If GRANTEE has not completed the Project and submitted all ICDBG close-out documents within one (1) year from the Certificate of Substantial Completion date, all remaining and unexpended ICDBG funds may be retained by the DEPARTMENT.
13. **Project Budget & Payments:** The Project Budget is attached hereto as Attachment B and incorporated herein by this reference. GRANTEE agrees to adhere to the budget as outlined in Attachment B. ICDBG funds shall not be shifted to new activities or between approved activities without an amendment to both Attachments A and B. The use of ICDBG funds for administrative costs shall not exceed a maximum of 10% of the total ICDBG award.

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

Payment for all ICDBG construction funds may be up to 95% of the total ICDBG construction line item as identified in Attachment "B." The remaining 5% of ICDBG construction funds shall be released upon the DEPARTMENT's approval of the GRANTEE's certificate of substantial completion and other close-out documents as determined by the DEPARTMENT.

The DEPARTMENT shall retain at a minimum 5% of the ICDBG funds budgeted for administration as identified in Attachment "B" until GRANTEE demonstrates to the DEPARTMENT's satisfaction that GRANTEE has met the national objective, achieved certificate of substantial completion, and complied with all ICDBG grant requirements. GRANTEE must submit to the DEPARTMENT all required documentation.

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

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

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

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

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

17. **Other Items and Documents:** GRANTEE shall provide the DEPARTMENT all other items and documents as the DEPARTMENT requires for the administration of this Agreement within thirty (30) days of the date of the written request.
18. **Certified Grant Administrator:** The GRANTEE should have under contract a DEPARTMENT approved Grant Administrator before expenditure of ICDBG funds. The Grant Administrator is responsible for administrative duties as outlined in the ICDBG Grant Administration Manual and in accordance with ICDBG's professional services contract.
19. **Insurance During Construction:** By executing this Agreement, GRANTEE warrants that contractor(s) or other parties selected to perform construction work on the project shall have in effect without interruption from the date of construction commencement until final payment is made and the Project is closed-out pursuant to the terms of this Agreement, the types of insurance deemed necessary by GRANTEE and the DEPARTMENT for the type and amount of construction described in Attachment "A."

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

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

(1) State:	Statutory Limits
(2) Employer's Liability:	\$100,000 per accident
	\$500,000 Disease, Policy Limit
	\$100,000 Disease, Each Employee
- b. Comprehensive or Commercial General Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include premises operation, owners and contractors protective liability, products and completed operations liability, personal injury liability including employee acts, broad form property damage liability and blanket contractual liability, with no exclusion for explosion (X), collapse (C) and underground (U) hazards:
  - (1) \$1,000,000 Each Occurrence
  - (2) \$1,000,000 Personal Injury
  - (3) \$2,000,000 Products/Completed Operations to be maintained for two (2) years following final payment
  - (4) \$2,000,000 General Aggregate
- c. Automobile Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include for bodily injury and property damage: \$1,000,000 Combined Single Limit
- d. Property or Builder's Risk Insurance to include coverage for all direct physical loss, also known as "Special Causes of Loss" in an amount equal to one-hundred percent (100%) of the estimated maximum value of the Project upon completion with the broadest form of "all risk" coverage possible.
- e. Volunteer Liability Insurance coverage if volunteers are used to do Project work.

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

20. **Contract Services:** If ICDBG funds will be used for allowable services, GRANTEE shall follow ICDBG procurement requirements as outlined in the DEPARTMENT's most current ICDBG Grant Administration Manual. GRANTEE shall provide the DEPARTMENT with a copy of all requested documents related to the procurement of contract services.
21. **Certification Regarding Debarment:** GRANTEE agrees and certifies to the DEPARTMENT that it will not execute a contract with a party that is identified as debarred, suspended, or ineligible as set forth in 24 CFR part 5. GRANTEE further agrees and certifies that GRANTEE is not debarred, suspended, or ineligible as set forth in 24 CFR part 5.
22. **Project Signage:** Upon receiving approval from the DEPARTMENT to proceed with construction, GRANTEE shall, unless otherwise directed by the DEPARTMENT, erect a sign located prominently at each major construction project site. The sign shall be maintained in good condition and shall not be removed until three (3) months after the Project is completed. Project sign requirements shall be provided by the DEPARTMENT.

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

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

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

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

25. **Notices:** Any notice given in connection with this Agreement shall be in writing and shall be delivered either by hand to the other party, by certified mail, postage prepaid, return receipt requested, to the addressee provided below or by email transmission to the other party at the email address listed below. Notice shall be deemed delivered immediately upon personal service or email transmission or forty-eight (48) hours after depositing notice or demand in the United States mail. Either party may change its contact information by giving written notice of the change to the other party.

TO: Idaho Department of Commerce  
PO Box 83720  
Boise, ID 83720  
(208) 287-0782  
[dennis.porter@commerce.idaho.gov](mailto:dennis.porter@commerce.idaho.gov)  
ATTN: Community Development Manager

TO: City of Payette  
700 Center Street  
Payette, ID 83661  
(208) 642-6024  
[mayor@cityofpayette.com](mailto:mayor@cityofpayette.com)  
ATTN: Mayor

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

27. **Audit and Monitoring:** GRANTEE shall provide the DEPARTMENT with an annual financial audit in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award. The audit shall be completed by a certified public accountant during the regular annual audit cycle. Over the term of this Agreement, GRANTEE shall provide the DEPARTMENT with annual audits through the last fiscal year grant funds are expended.

The DEPARTMENT may monitor and make periodic inspections and evaluations of the Project funded by this Agreement, and any books, accounts, reports, files, and other papers and records pertaining to the Project. GRANTEE shall make its books, accounts, reports, files, and other records available to the DEPARTMENT during regular working hours. GRANTEE shall maintain these books, accounts, reports, files, and other records for at five (5) years following closeout of the Project.

In the event GRANTEE provides any portion of its ICDBG funds in any fiscal year to a sub-recipient, GRANTEE shall require the sub-recipient to comply with the audit and monitoring requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award. GRANTEE shall be

responsible for monitoring sub-recipient compliance with all federal and state laws, rules, regulations, and ordinances including the audit requirements of this Section.

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

28. **Program Income:** If the GRANTEE or its sub-recipient receives program income as defined by 24 CFR 570.489 (e) as a result of expending ICDBG funds, the DEPARTMENT will require that the GRANTEE commit to a program income reuse plan with the DEPARTMENT.
29. **Termination:** This Agreement may be terminated at any time without cause by either party upon thirty (30) days prior written notice being given to the other party. On termination of this Agreement, all accounts and payments will be processed according to the terms of this Agreement for approved Project work rendered to the date of termination.
30. **No Authority to Bind:** GRANTEE has no authority to enter into contracts or agreements on behalf of the DEPARTMENT. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the DEPARTMENT and GRANTEE in any respect.
31. **Assignment:** GRANTEE may not assign its rights or delegate its duties, in whole or in part, without the prior written consent of the other.
32. **Waiver:** The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
33. **Entire agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the DEPARTMENT and GRANTEE.
34. **Officials, Agents and Employees of Department Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the DEPARTMENT be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the DEPARTMENT shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.
35. **Applicable Law:** This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.
36. **Jurisdiction and Venue:** The parties consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this Agreement.
37. **Headings:** The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.
38. **Counterparts:** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
39. **Sovereign Immunity:** Nothing in this Agreement shall be construed as a waiver of the DEPARTMENT's or State of Idaho's sovereign immunity, which immunity is hereby expressly reserved.
40. **ICDBG's Build America Buy America – Version 1.0** – The GRANTEE understands and agrees that the infrastructure goods and products that it is providing or acquiring under this Agreement are supported with Federal funds subject to the Build America, Buy America Act (BABAA). See Section 70912, the Build America, Buy America Act, the "Infrastructure Investment and Jobs Act" (IIJA: P.L. 117-58). Under that provision, BABAA applies where Federal funding supports an infrastructure project as defined in Section 70912 of BABAA. As applied to this project, pursuant to Department of Housing and Urban Development's "Public Interest Phased Implementation Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance including ICDBG funding (Docket No. FR-6331-N-06), dated November 23, 2022, BABAA

requires all of the iron and steel used in the project to be produced in the United States ("Build America , Buy America Requirements") including iron and steel provided by the Contractor pursuant to this Agreement.

Therefore, the GRANTEE hereby represents and warrants:

- (a) the GRANTEE has reviewed and understands the Build America, Buy America Requirements,
- (b) all iron and steel products used in the Project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, and
- (c) the GRANTEE will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to establish compliance with the Build America, Buy America Act as may be requested. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the GRANTEE shall be a default under this Agreement and shall permit recovery as damages against the GRANTEE any loss, expense, or cost (including without limitation attorney's fees) incurred by the DEPARTMENT resulting from any such failure including without limitation any impairment or loss of funding, whether in whole or in part, from the US Department of Housing and Urban Development.

APPROVED:

STATE OF IDAHO  
Department of Commerce

CITY OF PAYETTE

\_\_\_\_\_  
Thomas F. Kealey  
Director

\_\_\_\_\_  
J. Daniel Lopez  
Mayor



\_\_\_\_\_  
Date

\_\_\_\_\_  
November 4, 2024  
Date

For Internal Use of the Department

Reviewed By

*Dennis J. Porter*  
\_\_\_\_\_  
Dennis J. Porter  
Manager

\_\_\_\_\_  
10/29/2024  
Date



## ATTACHMENT A

### Downtown Revitalization Project

- A. Construction Scope of Work** – As per the GRANTEE’s application and addendum, project scope of work includes upgrades to the electrical system and lighting, construction of ADA accessible restrooms and sidewalks, installation of a small splash pad, World War I Memorial, food-vendor spaces, shade structures and security cameras located at Bancroft Park.
- B. Design Professional and Grant Administration** – Professional services necessary to administer the construction scope of work and the GRANTEE’s plans in accordance with applicable codes and regulations.
- C. Equal Access Planning**
- 1) **Furthering Fair Housing Actions** – To affirmatively further fair housing the GRANTEE needs to:
    - designate a fair housing resource person,
    - conduct a fair housing assessment,
    - proclaim April as fair housing month, and
    - publicly display fair housing posters and have available for the public the Idaho fair housing Z-cards.
  - 2) **504 Accessibility and Transition Actions** –The GRANTEE needs to:
    - designate a 504/ADA coordinator,
    - update their 2011 504/ADA Transition Plan, and
    - adopt (if necessary) publish, and post its Notice Under the Americans with Disabilities Act
  - 3) **Limited English Proficiency (LEP) Four Factor Analysis** – The GRANTEE needs to conduct the four factor analysis to determine if it is necessary to develop a Language Access Plan.
- D. National Objective** – Prevention and Elimination of Slum & Blight Conditions
- E. State Goal** – Economic Development - Downtown Revitalization
- F. Schedule**

Design Professional Contract Executed	Complete
Grant Administration Contract Executed	November 2024
Environmental Release	Complete
Bid Document Approval	December 2024
Bid Opening	January 2025
Construction Contract Executed	March 2025
Start Construction	May 2025
Second Public Hearing	September 2025
Certificate of Substantial Completion	September 2025
Construction 100% Complete	November 2025
Fair Housing Actions	April 2025
504 / ADA Accessibility Actions	May 2025
LEP Four Factor Analysis	June 2025
Closeout	January 2026

**ATTACHMENT B**

Budget

LINE ITEMS	AMOUNTS			
	ICDBG Grant	City Cash	City In-Kind	Total
Administrative Expenses	\$50,000	\$12,000		\$62,000
Project Planning		\$52,500		\$52,500
Design Professional		\$114,500		\$114,500
Construction	\$450,000	\$137,696	\$48,420	\$636,116
<b>Total Costs</b>	<b>\$500,000</b>	<b>\$316,696</b>	<b>\$48,420</b>	<b>\$865,116</b>

## ATTACHMENT C

### ICDBG Mitigation Measures

1. The construction contractors must comply with the Rules for the Control of Air Pollution in Idaho, IDAPA 58.01.01.651, by implementing precautions to prevent particulate matter from becoming airborne.
2. If any items of suspected historical or archaeological value are uncovered during construction, the contractor will be required to stop work and contact the Idaho State Historic Preservation Office (SHPO), and the Idaho Department of Commerce.
3. The collection and disposal of storm and surface water runoff from the project site must comply with the Idaho Department of Environmental Quality's (DEQ) Catalog of Storm Water Best Management Practices for design of all storm water treatment and disposal systems.
4. The contractor shall comply with the provisions of the Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge from Construction Activities and the Construction Storm Water Pollution Prevention Plan (SWPPP).
5. If, during the construction of the project, an underground storage tank, buried drum, other container, contaminated soil, or debris not scheduled for removal under the contract are discovered, the Contractor shall immediately notify the Engineer and the Idaho Department of Commerce. No attempt shall be made to excavate, open, or remove such material without written approval.