

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN CITY OF MERIDIAN AND  
BACKCOUNTRY BREWS, INC. DOING BUSINESS AS THE GROWLER GUYS FOR IDAHO  
REBOUNDS – MUNICIPAL SMALL BUSINESS GRANT FUNDS**

This First Amendment to Agreement Between City of Meridian and Backcountry Brews, Inc., doing business as The Growler Guys for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and Backcountry Brews, Inc., doing business as The Growler Guys, a general business corporation organized under the laws of the State of Idaho (“Grantee”).

**WHEREAS**, the Parties seek by this First Amendment to modify the Agreement Between City of Meridian and Grantee for Idaho Rebounds – Municipal Small Business Grant Funds (“Agreement”);

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, the Parties agree as follows:

**I. SECTION I.A. AMENDED.** Section I.A of the Agreement shall be amended to read as follows:

**A. Activities.** Grantee shall use City’s MSBG funds in an amount not to exceed Five Thousand Dollars (\$5,000.00), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.

**II. SECTION I.D AMENDED.** Section I.D of the Agreement shall be amended to read as follows:

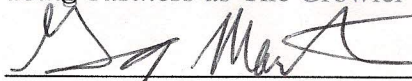
**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**III. NO ADDITIONAL MODIFICATIONS.** The Parties agree that except as expressly modified by this First Amendment, all provisions of the original Agreement, including recitals and exhibits thereto, shall remain in full force and effect. No other understanding, whether oral or written, whether made prior to or contemporaneously with this First Amendment shall be deemed to enlarge, limit or otherwise affect the operation of the Agreement or this amendment thereto.

**IN WITNESS WHEREOF**, the parties shall cause this First Amendment to be executed by their duly authorized officers to be effective as of the Effective Date first above written.

**GRANTEE:**

Backcountry Brews, Inc.  
doing business as The Growler Guys

  
\_\_\_\_\_  
Greg Martin, Owner/Director

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk

## EXHIBIT A: APPROVED EXPENSES

### Previously Approved Expenses

Eligible Expense	Amount
July Rent	2407.77
August Rent	2407.77
September Rent	2407.77
July - Idaho Power	272.49
August - Idaho Power	294.39
September - Idaho Power	255.92
Crowler To Go Cans	2084.91
Total Eligible Expenses	10,131.02

**GRANT AWARD** **\$10,000.00**

### Current Request

Eligible Expense	Amount
Previously Approved Expenses Not Reimbursed	131.02
October Rent - <i>NEW</i>	2407.77
November Rent - <i>NEW</i>	2407.77
Crowler To Go Cans - <i>NEW</i>	583.73
Total Eligible Expenses	5,530.29

**GRANT AWARD #2** **\$5,000.00**

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN CITY OF MERIDIAN AND  
BLACK MOR LLC FOR IDAHO REBOUNDS – MUNICIPAL SMALL BUSINESS GRANT  
FUNDS**

This First Amendment to Agreement Between City of Meridian and Black Mor LLC for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and Black Mor LLC, a Limited Liability Company organized under the laws of the state of Idaho (“Grantee”).

**WHEREAS**, the Parties seek by this First Amendment to modify the Agreement Between City of Meridian and Grantee for Idaho Rebounds – Municipal Small Business Grant Funds (“Agreement”);

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, the Parties agree as follows:

**I. SECTION I.A. AMENDED.** Section I.A of the Agreement shall be amended to read as follows:

**A. Activities.** Grantee shall use City’s MSBG funds in an amount not to exceed five thousand dollars (\$5,000), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.

**II. SECTION I.D AMENDED.** Section I.D of the Agreement shall be amended to read as follows:

**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**III. NO ADDITIONAL MODIFICATIONS.** The Parties agree that except as expressly modified by this First Amendment, all provisions of the original Agreement, including recitals and exhibits thereto, shall remain in full force and effect. No other understanding, whether oral or written, whether made prior to or contemporaneously with this First Amendment shall be deemed to enlarge, limit or otherwise affect the operation of the Agreement or this amendment thereto.

**IN WITNESS WHEREOF**, the parties shall cause this First Amendment to be executed by their duly authorized officers to be effective as of the Effective Date first above written.

**GRANTEE:**

Black Mor LLC



Patrick Morandi, CEO

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES**  
**Previously Requested Expenses**

<b>Eligible Expense</b>	<b>Amount</b>	<b>Comments</b>
Cintas	\$314.82	
CMYK	\$7.00	split with Roaring Springs
Gem State	\$330.44	
Gem State	\$426.23	
Gem State	\$182.03	
Gem State	\$1,070.57	
Gem State	\$955.47	
Gem State	\$24.53	
Gem State	\$59.15	
Gem State	\$394.07	
Gem State	\$98.52	
Gem State	\$75.26	
Gem State	\$985.16	
Gem State	\$66.91	
Gem State	\$106.75	
Gem State	\$106.75	
Gem State	\$106.75	
Gem State	\$65.36	
Gem State	\$65.36	
Gem State	\$173.85	
Gem State	\$230.88	
Gem State	\$357.79	
Gem State	\$130.72	
Gem State	\$106.75	
Gem State	\$65.36	
Gem State	\$65.36	
Gem State	\$106.75	
Gem State	\$65.36	
Gem State	\$153.67	
Gem State	\$76.83	
Gem State	\$130.72	
Gem State	\$166.07	
Gem State	\$100.71	
Shamrock	\$31.79	
Shamrock	\$273.95	
Shamrock	\$31.79	
Shamrock	\$31.79	
Shamrock	\$31.79	
Shamrock	\$31.79	
Shamrock	\$31.79	
Shamrock	\$31.79	
Shamrock	\$31.79	
Shamrock	\$31.79	
Shamrock	\$31.79	

Shamrock	\$31.79
Shamrock	\$31.79
Shamrock	\$31.79
Shamrock	\$36.79
Shamrock	\$36.79
Shamrock	\$36.79
Shamrock	\$36.79
Shamrock	\$92.19
Shamrock	\$87.73
Shamrock	\$97.04
Shamrock	\$87.73
Shamrock	\$92.19
Shamrock	\$87.73
Shamrock	\$87.73
Shamrock	\$87.73
Shamrock	\$88.37
Shamrock	\$88.37
Shamrock	\$88.37
Shamrock	\$92.74
Shamrock	\$88.29
Shamrock	\$88.29
Shamrock	\$84.01
Shamrock	\$84.01
Wrist-band.com	\$512.97
Total	\$10,141.82
Approved	\$10,000.00

**Current Request**

Eligible Expense	Amount
Wrist-band.com	141.82
Buck's Bags	4876.00
<b>Total Eligible Expenses</b>	<b>5,017.82</b>
<b>Approved Amount</b>	<b>5,000.00</b>

*not previously reimbursed*

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN CITY OF MERIDIAN AND  
BOWDEN PROPERTIES LLC DBA ROARING SPRINGS WATER PARK FOR IDAHO  
REBOUNDS – MUNICIPAL SMALL BUSINESS GRANT FUNDS**

This First Amendment to Agreement Between City of Meridian and Bowden Properties LLC DBA Roaring Springs Water Park for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and Bowden Properties LLC DBA Roaring Springs Water Park, a Limited Liability Company organized under the laws of the state of Idaho (“Grantee”).

**WHEREAS**, the Parties seek by this First Amendment to modify the Agreement Between City of Meridian and Grantee for Idaho Rebounds – Municipal Small Business Grant Funds (“Agreement”);

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, the Parties agree as follows:

**I. SECTION I.A. AMENDED.** Section I.A of the Agreement shall be amended to read as follows:

**A. Activities.** Grantee shall use City’s MSBG funds in an amount not to exceed five thousand dollars (\$5,000), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.

**II. SECTION I.D AMENDED.** Section I.D of the Agreement shall be amended to read as follows:


**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**III. NO ADDITIONAL MODIFICATIONS.** The Parties agree that except as expressly modified by this First Amendment, all provisions of the original Agreement, including recitals and exhibits thereto, shall remain in full force and effect. No other understanding, whether oral or written, whether made prior to or contemporaneously with this First Amendment shall be deemed to enlarge, limit or otherwise affect the operation of the Agreement or this amendment thereto.

**IN WITNESS WHEREOF**, the parties shall cause this First Amendment to be executed by their duly authorized officers to be effective as of the Effective Date first above written.

**GRANTEE:**

Bowden Properties LLC DBA Roaring Springs Water Park

  
\_\_\_\_\_  
Patrick Morandi, CEO

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES**  
**Previously Requested Expenses**

<b>Eligible Expense</b>	<b>Amount</b>	<b>Comments</b>
CMYK	\$28.00	split with Wahooz
CMYK	\$38.16	
Gem State	\$364.75	
Gem State	\$160.10	
Gem State	\$169.71	
Gem State	\$87.34	
Gem State	\$24.53	
Gem State	\$444.61	
Gem State	\$106.75	
Gem State	\$3,977.54	
Gem State	\$67.10	
Gem State	\$174.68	
Gem State	\$741.01	
Gem State	\$147.72	
Gem State	\$106.75	
Gem State	\$106.75	
Gem State	\$212.14	
Gem State	\$213.51	
Gem State	\$278.58	
Gem State	\$40.03	
Gem State	\$40.03	
Gem State	\$200.13	
Gem State	\$71.53	
Gem State	\$120.08	
Gem State	\$160.10	
Gem State	\$80.05	
Gem State	\$40.03	
Gem State	\$286.14	
Gem State	\$160.10	
Gem State	\$71.53	
Gem State	\$120.08	
Gem State	\$120.08	
Premier Pharmaceuticals	\$2,898.00	
<b>Total</b>	<b>\$11,857.64</b>	
<b>Approved</b>	<b>\$10,000.00</b>	

**Current Request**

<b>Eligible Expense</b>	<b>Amount</b>	
Premier Pharmaceuticals	1857.64	<i>not previously reimbursed</i>
Buck's Bags	4876.00	
<b>Total Eligible Expenses</b>	<b>6,733.64</b>	
<b>Approved Amount</b>	<b>5,000.00</b>	

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN CITY OF MERIDIAN AND  
CHILDREN'S MUSEUM OF IDAHO, INC. FOR IDAHO REBOUNDS – MUNICIPAL SMALL  
BUSINESS GRANT FUNDS**

This First Amendment to Agreement Between City of Meridian and Children's Museum of Idaho, Inc. for Idaho Rebounds – Municipal Small Business Grant Funds ("First Amendment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City") and Children's Museum of Idaho, Inc., a non-profit corporation organized under the laws of the State of Idaho ("Grantee").

**WHEREAS**, the Parties seek by this First Amendment to modify the Agreement Between City of Meridian and Grantee for Idaho Rebounds – Municipal Small Business Grant Funds ("Agreement");

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, the Parties agree as follows:

**I. SECTION I.A. AMENDED.** Section I.A of the Agreement shall be amended to read as follows:

**A. Activities.** Grantee shall use City's MSBG funds in an amount not to exceed Five Thousand Dollars (\$5,000.00), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.

**II. SECTION I.D AMENDED.** Section I.D of the Agreement shall be amended to read as follows:

**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**III. NO ADDITIONAL MODIFICATIONS.** The Parties agree that except as expressly modified by this First Amendment, all provisions of the original Agreement, including recitals and exhibits thereto, shall remain in full force and effect. No other understanding, whether oral or written, whether made prior to or contemporaneously with this First Amendment shall be deemed to enlarge, limit or otherwise affect the operation of the Agreement or this amendment thereto.

**IN WITNESS WHEREOF**, the parties shall cause this First Amendment to be executed by their duly authorized officers to be effective as of the Effective Date first above written.

**GRANTEE:**

Children's Museum of Idaho, Inc.



Pat Baker, President

Attest:



Daniel Basalone, Secretary

**CITY OF MERIDIAN:**

BY:

Robert E. Simison, Mayor

Attest:

Chris Johnson, City Clerk



## EXHIBIT A: APPROVED EXPENSES

### Previously Approved Expenses

Eligible Expense	Amount
July Rent	8561.82
August Rent	8561.82
Total Eligible Expenses	17,123.64

**GRANT AWARD** **\$10,000.00**

### Current Request

Eligible Expense	Amount
October Rent - <i>NEW</i>	8561.82
Total Eligible Expenses Not Previously Reimbursed	8,561.82

**GRANT AWARD #2** **\$5,000.00**

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN CITY OF MERIDIAN AND  
DREAMLAND EDUCATION CENTER, INC. FOR IDAHO REBOUNDS – MUNICIPAL SMALL  
BUSINESS GRANT FUNDS**

This First Amendment to Agreement Between City of Meridian and Dreamland Education Center, Inc. for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this 28 day of DECEMBER, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and Dreamland Education Center, Inc. a general business corporation organized under the laws of the State of Idaho (“Grantee”).

**WHEREAS**, the Parties seek by this First Amendment to modify the Agreement Between City of Meridian and Grantee for Idaho Rebounds – Municipal Small Business Grant Funds (“Agreement”);

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, the Parties agree as follows:

**I. SECTION I.A. AMENDED.** Section I.A of the Agreement shall be amended to read as follows:

**A. Activities.** Grantee shall use City’s MSBG funds in an amount not to exceed Five Thousand Dollars (\$5,000.00) for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.

**II. SECTION I.D AMENDED.** Section I.D of the Agreement shall be amended to read as follows:

**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**III. NO ADDITIONAL MODIFICATIONS.** The Parties agree that except as expressly modified by this First Amendment, all provisions of the original Agreement, including recitals and exhibits thereto, shall remain in full force and effect. No other understanding, whether oral or written, whether made prior to or contemporaneously with this First Amendment shall be deemed to enlarge, limit or otherwise affect the operation of the Agreement or this amendment thereto.

**IN WITNESS WHEREOF**, the parties shall cause this First Amendment to be executed by their duly authorized officers to be effective as of the Effective Date first above written.

**GRANTEE:**

Dreamland Education Center, Inc.

*Susan Ehteshami*

\_\_\_\_\_  
Susan Ehteshami, President

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk



**FIRST AMENDMENT TO  
AGREEMENT BETWEEN CITY OF MERIDIAN AND  
DREAMLAND LEARNING CENTER, INC. FOR IDAHO REBOUNDS – MUNICIPAL SMALL  
BUSINESS GRANT FUNDS**

This First Amendment to Agreement Between City of Meridian and Dreamland Learning Center, Inc. for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this 28 day of DECEMBER, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and Dreamland Learning Center, Inc., general business corporation organized under the laws of the State of Idaho (“Grantee”).

**WHEREAS**, the Parties seek by this First Amendment to modify the Agreement Between City of Meridian and Grantee for Idaho Rebounds – Municipal Small Business Grant Funds (“Agreement”);

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, the Parties agree as follows:

**I. SECTION I.A. AMENDED.** Section I.A of the Agreement shall be amended to read as follows:

**A. Activities.** Grantee shall use City’s MSBG funds in an amount not to exceed Five Thousand Dollars (\$5,000.00), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.

**II. SECTION I.D AMENDED.** Section I.D of the Agreement shall be amended to read as follows:

**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**III. NO ADDITIONAL MODIFICATIONS.** The Parties agree that except as expressly modified by this First Amendment, all provisions of the original Agreement, including recitals and exhibits thereto, shall remain in full force and effect. No other understanding, whether oral or written, whether made prior to or contemporaneously with this First Amendment shall be deemed to enlarge, limit or otherwise affect the operation of the Agreement or this amendment thereto.

**IN WITNESS WHEREOF**, the parties shall cause this First Amendment to be executed by their duly authorized officers to be effective as of the Effective Date first above written.

**GRANTEE:**

Dreamland Learning Center, Inc.

*Susan Ehteshami*

\_\_\_\_\_  
Susan Ehteshami, President

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk

## EXHIBIT A: APPROVED EXPENSES

### Previously Approved Expenses

Eligible Expense	Amount
Rent - July	12,000.00
Idaho Power - June (511.98) Prorated	105.93
Idaho Power - July	515.47
Idaho Power - August	535.28
Idaho Power - September	382.50
InterMountain Gas - July	12.07
InterMountain Gas - August	11.00
InterMountain Gas - September	13.13
Century Link - July	196.93
Century Link - August	204.03
Century Link - September	201.35
<b>Total Eligible Expenses</b>	<b>14,177.69</b>

**GRANT AWARD** **\$10,000.00**

### Current Request

Eligible Expense	Amount
October Rent - <i>NEW</i>	12000.00
<b>Total Eligible Expenses Not Previously Reimbursed</b>	<b>12,000.00</b>

**GRANT AWARD #2** **\$5,000.00**

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN CITY OF MERIDIAN AND  
HAMMER & STAIN TREASURE VALLEY LLC FOR IDAHO REBOUNDS – MUNICIPAL  
SMALL BUSINESS GRANT FUNDS**

This First Amendment to Agreement Between City of Meridian and Hammer & Stain Treasure Valley LLC for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and Hammer & Stain Treasure Valley LLC, a limited liability company organized under the laws of the State of Idaho (“Grantee”).

**WHEREAS**, the Parties seek by this First Amendment to modify the Agreement Between City of Meridian and Grantee for Idaho Rebounds – Municipal Small Business Grant Funds (“Agreement”);

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, the Parties agree as follows:

**I. SECTION I.A. AMENDED.** Section I.A of the Agreement shall be amended to read as follows:

**A. Activities.** Grantee shall use City’s MSBG funds in an amount not to exceed Eight Thousand, One Hundred, Forty-six Dollars and Ninety-two Cents (\$8,146.92), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.

**II. SECTION I.D AMENDED.** Section I.D of the Agreement shall be amended to read as follows:

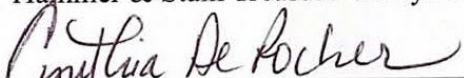
**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**III. NO ADDITIONAL MODIFICATIONS.** The Parties agree that except as expressly modified by this First Amendment, all provisions of the original Agreement, including recitals and exhibits thereto, shall remain in full force and effect. No other understanding, whether oral or written, whether made prior to or contemporaneously with this First Amendment shall be deemed to enlarge, limit or otherwise affect the operation of the Agreement or this amendment thereto.

**IN WITNESS WHEREOF**, the parties shall cause this First Amendment to be executed by their duly authorized officers to be effective as of the Effective Date first above written.

**GRANTEE:**

Hammer & Stain Treasure Valley LLC



Cynthia De Rocher, Owner/Manager

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk

## EXHIBIT A: APPROVED EXPENSES

### Previously Approved Expenses

Eligible Expense	Amount
June Rent - Partial Payment (660.92)	231.30
July Rent - Partial Payment	660.92
August Rent - Partial Payment	1200.00
September Rent	2597.06
October Rent - Partial Payment	1200.00
June - Idaho Power (111.48)	13.94
July - Idaho Power	138.78
August - Idaho Power	183.72
September - Idaho Power	107.09
June - Intermountain Gas (9.79)	3.06
July - Intermountain Gas	9.79
August - Intermountain Gas	9.79
September - Intermountain Gas	9.79
June - CenturyLink (114.57)	29.56
July - CenturyLink	114.57
August - CenturyLink	114.57
September - CenturyLink	114.57
October - CenturyLink	114.57
<b>Total Eligible Expenses</b>	<b>6,853.08</b>

**GRANT AWARD** **\$6,853.08**

### Current Request

Eligible Expense	Amount
August Rent - Partial Payment	1397.06
October Rent - Partial Payment	1397.06
November Rent	2516.02
December Rent	2516.02
Idaho Power - October	84.03
Intermountain Gas - November	10.89
Intermountain Gas - December	31.30
CenturyLink - November	114.57
CenturyLink - December	114.57
<b>Total Eligible Expenses</b>	<b>8,181.52</b>

**GRANT AWARD #2** **\$8,146.92**

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN CITY OF MERIDIAN AND  
IDAHO BUSINESS LEAGUE EVENTS, INC. FOR IDAHO REBOUNDS – MUNICIPAL  
SMALL BUSINESS GRANT FUNDS**

This First Amendment to Agreement Between City of Meridian and Idaho Business League Events, Inc. for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and Idaho Business League Events, Inc., a general business corporation organized under the laws of the State of Idaho (“Grantee”).

**WHEREAS**, the Parties seek by this First Amendment to modify the Agreement Between City of Meridian and Grantee for Idaho Rebounds – Municipal Small Business Grant Funds (“Agreement”);

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, the Parties agree as follows:

**I. SECTION I.A. AMENDED.** Section I.A of the Agreement shall be amended to read as follows:

**A. Activities.** Grantee shall use City’s MSBG funds in an amount not to exceed Two Thousand, Six Hundred, Eighty-seven Dollars and Fourteen cents (\$2,687.14), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.

**II. SECTION I.D AMENDED.** Section I.D of the Agreement shall be amended to read as follows:

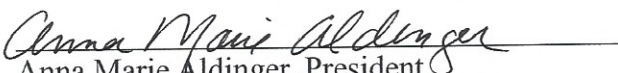
**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**III. NO ADDITIONAL MODIFICATIONS.** The Parties agree that except as expressly modified by this First Amendment, all provisions of the original Agreement, including recitals and exhibits thereto, shall remain in full force and effect. No other understanding, whether oral or written, whether made prior to or contemporaneously with this First Amendment shall be deemed to enlarge, limit or otherwise affect the operation of the Agreement or this amendment thereto.

**IN WITNESS WHEREOF**, the parties shall cause this First Amendment to be executed by their duly authorized officers to be effective as of the Effective Date first above written.

**GRANTEE:**

Idaho Business League Events, Inc.

  
Anna Marie Aldinger, President

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk



## EXHIBIT A: APPROVED EXPENSES

### Previously Approved Expenses

Eligible Expense	Amount
August Rent	850.00
September Rent	850.00
October Rent	850.00
Idaho Storage Connection - August	209.00
Idaho Storage Connection - September	209.00
Idaho Storage Connection - October	209.00
Extra Space Storage - August	74.00
Extra Space Storage - September	74.00
Extra Space Storage - October	89.00
Verizon - July	132.90
Verizon - August	132.24
Verizon - September	132.24
Sparklight - July	92.45
Sparklight - August	83.02
Sparklight - September	102.95
Sparklight - October	102.95
<b>Total Eligible Expenses</b>	<b>4,192.75</b>

**GRANT AWARD** **\$4,192.75**

### Current Request

Eligible Expense	Amount
November Rent	850.00
December Rent	850.00
Extra Space Storage - November	89.00
Extra Space Storage - December	89.00
Idaho Storage Connection - November	209.00
Idaho Storage Connection - December	209.00
Verizon - November	132.28
Sparklight - November	102.95
Sparklight - December	102.95
PPE (Signage)	52.96
<b>Total Eligible Expenses</b>	<b>2,687.14</b>

**GRANT AWARD #2** **\$2,687.14**

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN CITY OF MERIDIAN AND  
INSULSTONE FOR IDAHO REBOUNDS – MUNICIPAL SMALL BUSINESS GRANT FUNDS**

This First Amendment to Agreement Between City of Meridian and Insulstone for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this 18<sup>th</sup> day of December, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and Insulstone, a General Business Corporation organized under the laws of the state of Idaho (“Grantee”).

**WHEREAS**, the Parties seek by this First Amendment to modify the Agreement Between City of Meridian and Grantee for Idaho Rebounds – Municipal Small Business Grant Funds (“Agreement”);

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, the Parties agree as follows:

**I. SECTION I.A. AMENDED.** Section I.A of the Agreement shall be amended to read as follows:

**A. Activities.** Grantee shall use City’s MSBG funds in an amount not to exceed five thousand dollars and (\$5,000), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.

**II. SECTION I.D AMENDED.** Section I.D of the Agreement shall be amended to read as follows:

**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**III. NO ADDITIONAL MODIFICATIONS.** The Parties agree that except as expressly modified by this First Amendment, all provisions of the original Agreement, including recitals and exhibits thereto, shall remain in full force and effect. No other understanding, whether oral or written, whether made prior to or contemporaneously with this First Amendment shall be deemed to enlarge, limit or otherwise affect the operation of the Agreement or this amendment thereto.

**IN WITNESS WHEREOF**, the parties shall cause this First Amendment to be executed by their duly authorized officers to be effective as of the Effective Date first above written.

**GRANTEE:**

Insulstone

  
\_\_\_\_\_  
Les Cullen, President

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES****Previously Requested Expenses**

Eligible Expense	Amount
Rent - June	925.00
Rent - August	2500.00
Rent - September	2500.00
Rent - October	2500.00
Total Eligible Expenses	8,425.00

**Current Request**

Eligible Expense	Amount
Rent - November	2500.00
Rent - December	2500.00
Total Eligible Expenses	5,000.00
Approved Amount	5,000.00

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN CITY OF MERIDIAN AND  
JAC ENTERTAINMENT, LLC DBA ROCKY MOUNTAIN ROLL FOR IDAHO REBOUNDS –  
MUNICIPAL SMALL BUSINESS GRANT FUNDS**

This First Amendment to Agreement Between City of Meridian and JAC Entertainment, LLC dba Rocky Mountain Roll for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this 18 day of December, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and JAC Entertainment, LLC dba Rocky Mountain Roll, a Limited Liability Company organized under the laws of the state of Idaho (“Grantee”).

**WHEREAS**, the Parties seek by this First Amendment to modify the Agreement Between City of Meridian and Grantee for Idaho Rebounds – Municipal Small Business Grant Funds (“Agreement”);

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, the Parties agree as follows:

**I. SECTION I.A. AMENDED.** Section I.A of the Agreement shall be amended to read as follows:

**A. Activities.** Grantee shall use City’s MSBG funds in an amount not to exceed five thousand dollars (\$5,000), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.

**II. SECTION I.D AMENDED.** Section I.D of the Agreement shall be amended to read as follows:

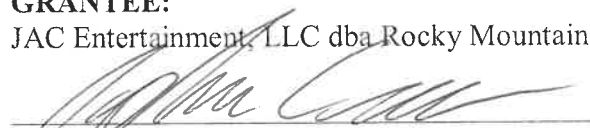
**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**III. NO ADDITIONAL MODIFICATIONS.** The Parties agree that except as expressly modified by this First Amendment, all provisions of the original Agreement, including recitals and exhibits thereto, shall remain in full force and effect. No other understanding, whether oral or written, whether made prior to or contemporaneously with this First Amendment shall be deemed to enlarge, limit or otherwise affect the operation of the Agreement or this amendment thereto.

**IN WITNESS WHEREOF**, the parties shall cause this First Amendment to be executed by their duly authorized officers to be effective as of the Effective Date first above written.

**GRANTEE:**

JAC Entertainment, LLC dba Rocky Mountain Roll

  
\_\_\_\_\_  
John Crane, Owner

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES**  
**Previously Requested Expenses**

Eligible Expense	Amount
Lease Invoice - July	2702.99
Lease Invoice - August	2702.99
Lease Invoice - September	2928.40
Lease Invoice - October	2831.46
Total Eligible Expenses	11,165.84
Approved Amount	10,000.00

**Current Request**

Eligible Expense	Amount
Rent - October	1165.84
Rent - December	2831.46
Idaho Power - July	110.09
Idaho Power - August	220.59
Idaho Power - September	219.65
Idaho Power - October	121.20
Idaho Power - November	188.73
CenturyLink - July	103.98
CenturyLink - August	103.98
CenturyLink - September	103.98
Total Eligible Expenses	5,169.50
Approved Amount	5,000.00

*not previously reimbursed*

*prorated at 56%*

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN CITY OF MERIDIAN AND  
KONE ZONE, INC. FOR IDAHO REBOUNDS – MUNICIPAL SMALL BUSINESS  
GRANT FUNDS**

This First Amendment to Agreement Between City of Meridian and Kone Zone, Inc. for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this 28<sup>th</sup> day of December, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and Kone Zone, Inc., a general business corporation organized under the laws of the state of Idaho (“Grantee”).

**WHEREAS**, the Parties seek by this First Amendment to modify the Agreement Between City of Meridian and Grantee for Idaho Rebounds – Municipal Small Business Grant Funds (“Agreement”);

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, the Parties agree as follows:

**I. SECTION I.A. AMENDED.** Section I.A of the Agreement shall be amended to read as follows:

**A. Activities.** Grantee shall use City’s MSBG funds in an amount not to exceed Five Thousand, Ninety-one Dollars and Sixty-one Cents (\$5091.61), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.

**II. SECTION I.D AMENDED.** Section I.D of the Agreement shall be amended to read as follows:

**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**III. NO ADDITIONAL MODIFICATIONS.** The Parties agree that except as expressly modified by this First Amendment, all provisions of the original Agreement, including recitals and exhibits thereto, shall remain in full force and effect. No other understanding, whether oral or written, whether made prior to or contemporaneously with this First Amendment shall be deemed to enlarge, limit or otherwise affect the operation of the Agreement or this amendment thereto.

**IN WITNESS WHEREOF**, the parties shall cause this First Amendment to be executed by their duly authorized officers to be effective as of the Effective Date first above written.

**GRANTEE:**

Kone Zone, Inc.

*Tyler Blake*

\_\_\_\_\_  
Tyler Blake, Owner/President

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk



**AGREEMENT BETWEEN CITY OF MERIDIAN AND  
MERIDIAN AREA SENIOR CITIZENS ASSOCIATION, INC. FOR IDAHO REBOUNDS –  
MUNICIPAL SMALL BUSINESS GRANT FUNDS**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho (“City”) and Meridian Area Senior Citizens Association, Inc., a non-profit corporation organized under the laws of the State of Idaho (“Grantee”).

**WHEREAS**, having received federal financial assistance, as such term is defined in 2 CFR § 200.40, from the Coronavirus Relief Fund, designated within Title V, section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136, 42 U.S.C. § 601 *et seq.* (the “CARES Act”), the State of Idaho (“State”) created the Idaho Rebounds – Municipal Small Business Grant (“MSBG”) program to help local businesses and organizations affected by COVID-19 pandemic, enabling cities and counties to provide aid within their community, including by the provision of economic support to those suffering from employment or business interruptions due to COVID-19-related business closures or limitations; and

**WHEREAS**, pursuant to the State’s approval of Meridian’s MSBG program on September 11, 2020, City seeks to disburse MSBG funds to Meridian small businesses for the reimbursement of expenses incurred due to the COVID-19 pandemic, as set forth in Title V, section 5001 of the CARES Act; Idaho Governor’s Executive Order Nos. 2020-07, 2020-08, and 2020-08A; U.S. Treasury’s Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (Dated June 30, 2020); Idaho Rebounds – Municipal Small Business Grant Program Description and Guidance; and the City’s MSBG program guidelines (collectively, “MSBG Rules”); and

**WHEREAS**, Grantee submitted to City a complete application for MSBG funds, including all related materials; and City and Grantee wish to enter into a cooperative agreement for the investment of MSBG funds for the purposes described therein; and

**WHEREAS**, it is acknowledged by the Parties that although the State has approved the Meridian MSBG program and has generally committed the funds as set forth in this Agreement for such purpose, availability of these funds to City, and thus to Grantee, is subject to the State’s approval of Grantee’s application and release of such funds to City, and that City’s obligation to provide funding to Grantee under this Agreement is provisional, pending the approval and release of such funds to City;

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, the Parties agree as follows:

**I. STATEMENT OF WORK**

**A. Activities.** Grantee shall use City’s MSBG funds in an amount not to exceed Four thousand, One hundred, Ninety-two Dollars and Forty-two Cents, (\$4192.42), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.

**B. Current eligibility.** Grantee certifies that Grantee is eligible to receive MSBG funds, and that Grantee meets each of the following criteria:



1. Grantee has 500 or fewer employees.
2. Grantee is a business operating in the City of Meridian, Idaho city limits.
3. Grantee has an official EIN.
4. Grantee is an Idaho-domiciled business.
5. Grantee incurred and paid the expenses for which the MSBG funds are awarded.
6. Grantee has incurred expense caused by COVID-19 related incidents, decisions, or qualified business interruption (e.g., local closure orders, need for personal protective equipment, social distancing requirements, increased costs, disrupted supply network, etc.).
7. The expenses for which the MSBG funds are awarded were incurred between June 20, 2020 and December 30, 2020.
8. Grantee has not received funds for the expenses for which the MSBG funds are awarded from other COVID-19 grant programs.
9. Grantee does not exist for the purpose of advancing partisan political activities or the business does not directly lobby federal or state officials, defined as having had a registered lobbyist at any point during 2020.
10. Grantee is compliant in all respects with all COVID-19 related orders, laws, ordinances, and regulations.

**C. Ongoing eligibility; duplication of benefits.** Grantee shall notify City immediately if, for any reason, Grantee no longer qualifies for MSBG funds due to a change in compliance with one or more of the enumerated eligibility criteria. If Grantee receives or applies for other funding sources for the expenses described in this Agreement, Grantee shall immediately notify the City's Economic Development Administrator.

**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to ten thousand dollars (\$10,000.00), within thirty (30) days of receipt of the specified funds by City.

**E. Disclosure and retention of records.** Grantee acknowledges and understands that records submitted for the purposes of applying for MSBG funds; compliance with the terms of this Agreement or law; and/or audit by City, State, or federal agency shall be public records subject to disclosure by City and/or State pursuant to such agencies' respective obligations to comply with the Idaho Public Records Act ("IPRA"), and may be posted online by the State of Idaho. Insofar as such records are exempt from disclosure under IPRA or other provision of law, City shall make reasonable efforts to avoid and/or prevent their disclosure. Grantee shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after completion of all activities funded under this Agreement. The name of the business and the amount of grant funds received will be identified on the [transparent.idaho.gov](http://transparent.idaho.gov) website and on the City of Meridian's Economic Development webpage, and may be disclosed upon request in accordance with the Idaho Public Records Act.

## **II. GENERAL CONDITIONS**

**A. Contingent on funding.** It is acknowledged by the Parties that although the State has approved the Meridian MSBG program and the State has generally committed the funds as set forth in this Agreement for such purpose, availability of MSBG funds to City, and thus to Grantee, is subject to the State's approval of Grantee's application and release of such funds to City. Unless and until the State approves Grantee's application and releases the funds to City, City shall have no contractual, legal, or equitable obligation to Grantee, whether under this Agreement or by any other

legal or equitable claim. In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

**B. Notices.** All notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when personally served, or mailed in the United States mail, addressed as follows:

**If to City:**

City of Meridian  
Attn: Economic Development Administrator  
33 E. Broadway Avenue  
Meridian, Idaho 83642

**If to Grantee:**

Meridian Area Senior Citizens Association  
Attn: Kathleen Roma, Advisory Member  
1920 N. Records Avenue  
Meridian, ID 836142

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

**C. Indemnity.** Grantee, and each and all of its employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall hold harmless, defend and indemnify City from and for all losses, claims, actions, liabilities, and/or judgments for: damages or injury to persons or property and/or losses and expenses caused or incurred by Grantee and/or its employees, agents, contractors, officials, officers, servants, guests, and/or invitees; and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement and not caused by or arising out of the tortious conduct of City or any employee, contractor, or agent thereof. Grantee acknowledges that participation in this program carries risks, some of which may be unknown, and does agree to assume all such known or unknown risks.

**D. Uniform compliance requirements.** Grantee shall comply with applicable uniform administrative requirements, cost principles, and audit requirements for federal awards, as described in 2 CFR §§ 200 *et. seq.*

**E. Nondiscrimination.** Grantee will not discriminate against any employee or applicant for employment or services because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance.

**F. Termination.** Either Party may terminate this Agreement for cause by providing written notice to the other of the basis of termination. The defaulting Party shall have five (5) days to cure the deficiency or non-compliance. If the deficiency or non-compliance is not cured within this time period, the other Party shall terminate this Agreement for cause. In addition to termination of this Agreement and/or any other remedies as provided by law, City may declare Grantee ineligible for any further participation in City grant programming.

1. **Termination for convenience.** City may terminate this Agreement by, at least thirty (30) days before the effective date of such termination, giving written notice to Grantee of such termination and specifying the effective date thereof.
2. **Termination for cause.** Termination of this Agreement, in whole or in part, may occur for cause, which shall include, but shall not be limited to, the following:
  - a. Failure to comply with any provision of this Agreement, the MSBG Rules, or any rule, regulation, statute, executive order, or U.S. Treasury, State, or City guideline, policy or

directive as may become applicable at any time;

- b. Failure to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Improper use of funds provided under this Agreement; or
- d. Submission of receipts, reports, or documents that are incorrect or incomplete in any material respect.

3. **Void if funds not available.** In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

**G. Repayment.** In the event of termination for cause attributable to Grantee's acts or omissions, Grantee shall, within fourteen (14) days of City's demand, reimburse City for all MSBG funds disbursed.

**H. Assignment.** Grantee shall not assign or transfer any interest in this agreement without prior written consent of City.

**I. Non-waiver.** Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time, notwithstanding delay in enforcement.

**J. Compliance with law.** Throughout the course of this Agreement, Grantee shall comply with any and all applicable federal, state, and local laws.

**K. Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

**L. Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. The parties hereto may amend this Agreement at any time provided that such amendments are executed in writing, approved by City's governing body, and signed by a duly authorized representative of each party.

**IN WITNESS WHEREOF,** the parties shall cause this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above written.

**GRANTEE:**

Meridian Area Senior Citizens Association, Inc.



Toni Allison, President

**CITY:**

City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES**

Eligible Expense	Amount
CenturyLink - July	116.94
CenturyLink - August	122.69
CenturyLink - September	119.98
SpeedyQuick Networks - August	149.97
SpeedyQuick Networks - September	149.97
SpeedyQuick Networks - October	149.97
Verizon - July (134.12) Prorated	107.30
Verizon - August	131.84
Idaho Power - June (1012.36) Prorated	174.53
Idaho Power - July	1267.23
Idaho Power - August	1256.95
InterMountain Gas - June (153.42) Prorated	47.94
InterMountain Gas - July	69.56
InterMountain Gas - August	147.86
Amazon PPE	116.66
Amazon PPE	46.08
Amazon PPE	16.95
<b>Total Eligible Expenses</b>	<b>4,192.42</b>

**GRANT AWARD** **\$4,192.42**

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN CITY OF MERIDIAN AND  
MFM GROUP, LLC DOING BUSINESS AS SIZZLER RESTAURANTS FOR IDAHO  
REBOUNDS – MUNICIPAL SMALL BUSINESS GRANT FUNDS**

This First Amendment to Agreement Between City of Meridian and MFM Group, LLC, doing business as Sizzler Restaurants, for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and MFM Group, LLC, doing business as Sizzler Restaurants, a limited liability company organized under the laws of the State of Idaho (“Grantee”).

**WHEREAS**, the Parties seek by this First Amendment to modify the Agreement Between City of Meridian and Grantee for Idaho Rebounds – Municipal Small Business Grant Funds (“Agreement”);

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, the Parties agree as follows:

**I. SECTION I.A. AMENDED.** Section I.A of the Agreement shall be amended to read as follows:

**A. Activities.** Grantee shall use City’s MSBG funds in an amount not to exceed Five Thousand Dollars (\$5,000.00), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.

**II. SECTION I.D AMENDED.** Section I.D of the Agreement shall be amended to read as follows:

**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**III. NO ADDITIONAL MODIFICATIONS.** The Parties agree that except as expressly modified by this First Amendment, all provisions of the original Agreement, including recitals and exhibits thereto, shall remain in full force and effect. No other understanding, whether oral or written, whether made prior to or contemporaneously with this First Amendment shall be deemed to enlarge, limit or otherwise affect the operation of the Agreement or this amendment thereto.

**IN WITNESS WHEREOF**, the parties shall cause this First Amendment to be executed by their duly authorized officers to be effective as of the Effective Date first above written.

**GRANTEE:**

MFM Group, LLC  
doing business as Sizzler Restaurants

*William Minshew*

\_\_\_\_\_  
William Minshew, Owner/Member

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk

## EXHIBIT A: APPROVED EXPENSES

### Previously Approved Expenses

Eligible Expense	Amount
July Rent	8224.75
August Rent	8224.75
Total Eligible Expenses	16,449.50

**GRANT AWARD** **\$10,000.00**

### Current Request

Eligible Expense	Amount
Approved Expenses Not Previously Reimbursed	6449.50
Total Eligible Expenses Not Previously Reimbursed	6,449.50

**GRANT AWARD #2** **\$5,000.00**

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN CITY OF MERIDIAN AND  
PARAMOUNT CHILDCARE & EARLY LEARNING CENTER FOR IDAHO REBOUNDS –  
MUNICIPAL SMALL BUSINESS GRANT FUNDS**

This First Amendment to Agreement Between City of Meridian and Paramount Childcare & Early Learning Center for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this 22 day of December, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and Paramount Childcare & Early Learning Center, a Limited Liability Company organized under the laws of the state of Idaho (“Grantee”).

**WHEREAS**, the Parties seek by this First Amendment to modify the Agreement Between City of Meridian and Grantee for Idaho Rebounds – Municipal Small Business Grant Funds (“Agreement”);

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, the Parties agree as follows:

**I. SECTION I.A. AMENDED.** Section I.A of the Agreement shall be amended to read as follows:

**A. Activities.** Grantee shall use City’s MSBG funds in an amount not to exceed four thousand six hundred thirty three dollars and forty eight cents (\$4,633.48), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.

**II. SECTION I.D AMENDED.** Section I.D of the Agreement shall be amended to read as follows:

**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**III. NO ADDITIONAL MODIFICATIONS.** The Parties agree that except as expressly modified by this First Amendment, all provisions of the original Agreement, including recitals and exhibits thereto, shall remain in full force and effect. No other understanding, whether oral or written, whether made prior to or contemporaneously with this First Amendment shall be deemed to enlarge, limit or otherwise affect the operation of the Agreement or this amendment thereto.

**IN WITNESS WHEREOF**, the parties shall cause this First Amendment to be executed by their duly authorized officers to be effective as of the Effective Date first above written.

**GRANTEE:**

Paramount Childcare & Early Learning Center

  
Shea Mayer, Owner

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_ Attest: \_\_\_\_\_

Robert E. Simison, Mayor

Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES**

**Previously Requested Expenses**

Eligible Expense	Amount
Rent - September	7269.24
Rent - October	7364.24
Total Eligible Expenses	14,633.48
Approved Amount	10,000.00

**Current Request**

Eligible Expense	Amount
Rent - October	4633.48
Total Eligible Expenses	4,633.48

*Not previously reimbursed*



**FIRST AMENDMENT TO  
AGREEMENT BETWEEN CITY OF MERIDIAN AND  
RCUBED, INC. DOING BUSINESS AS ENVIE FITNESS FOR IDAHO REBOUNDS –  
MUNICIPAL SMALL BUSINESS GRANT FUNDS**

This First Amendment to Agreement Between City of Meridian and RCubed, Inc., doing business as EnVie Fitness, for Idaho Rebounds – Municipal Small Business Grant Funds (“First Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and RCubed, Inc., doing business as EnVie Fitness, a general business corporation organized under the laws of the State of Idaho (“Grantee”).

**WHEREAS**, the Parties seek by this First Amendment to modify the Agreement Between City of Meridian and Grantee for Idaho Rebounds – Municipal Small Business Grant Funds (“Agreement”);

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, the Parties agree as follows:

**I. SECTION I.A. AMENDED.** Section I.A of the Agreement shall be amended to read as follows:

**A. Activities.** Grantee shall use City’s MSBG funds in an amount not to exceed Five Thousand Dollars (\$5,000.00), for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.

**II. SECTION I.D AMENDED.** Section I.D of the Agreement shall be amended to read as follows:

**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**III. NO ADDITIONAL MODIFICATIONS.** The Parties agree that except as expressly modified by this First Amendment, all provisions of the original Agreement, including recitals and exhibits thereto, shall remain in full force and effect. No other understanding, whether oral or written, whether made prior to or contemporaneously with this First Amendment shall be deemed to enlarge, limit or otherwise affect the operation of the Agreement or this amendment thereto.

**IN WITNESS WHEREOF**, the parties shall cause this First Amendment to be executed by their duly authorized officers to be effective as of the Effective Date first above written.

**GRANTEE:**

RCubed, Inc.

*doing business as EnVie Fitness*

*Rebecca Stonhill*

\_\_\_\_\_  
Rebecca Stonhill, President

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_

Robert E. Simison, Mayor

Attest: \_\_\_\_\_

Chris Johnson, City Clerk



**AGREEMENT BETWEEN CITY OF MERIDIAN AND  
TEN MILE ACADEMY, LLC FOR IDAHO REBOUNDS – MUNICIPAL SMALL BUSINESS  
GRANT FUNDS**

This Agreement is entered into this 18 day of DECEMBER 2020 by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”) and Ten Mile Academy, LLC, a limited liability company, organized under the laws of the State of Idaho (“Grantee”).

**WHEREAS**, having received federal financial assistance, as such term is defined in 2 CFR § 200.40, from the Coronavirus Relief Fund, designated within Title V, section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136, 42 U.S.C. § 601 *et seq.* (the “CARES Act”), the State of Idaho (“State”) created the Idaho Rebounds – Municipal Small Business Grant (“MSBG”) program to help local businesses and organizations affected by COVID-19 pandemic, enabling cities and counties to provide aid within their community, including by the provision of economic support to those suffering from employment or business interruptions due to COVID-19-related business closures or limitations; and

**WHEREAS**, pursuant to the State’s approval of Meridian’s MSBG program on September 11, 2020, City seeks to disburse MSBG funds to Meridian small businesses for the reimbursement of expenses incurred due to the COVID-19 pandemic, as set forth in Title V, section 5001 of the CARES Act; Idaho Governor’s Executive Order Nos. 2020-07, 2020-08, and 2020-08A; U.S. Treasury’s Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (Dated June 30, 2020); Idaho Rebounds – Municipal Small Business Grant Program Description and Guidance; and the City’s MSBG program guidelines (collectively, “MSBG Rules”); and

**WHEREAS**, Grantee submitted to City a complete application for MSBG funds, including all related materials; and City and Grantee wish to enter into a cooperative agreement for the investment of MSBG funds for the purposes described therein; and

**WHEREAS**, it is acknowledged by the Parties that although the State has approved the Meridian MSBG program and has generally committed the funds as set forth in this Agreement for such purpose, availability of these funds to City, and thus to Grantee, is subject to the State’s approval of Grantee’s application and release of such funds to City, and that City’s obligation to provide funding to Grantee under this Agreement is provisional, pending the approval and release of such funds to City;

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties, the Parties agree as follows:

**I. STATEMENT OF WORK**

- A. Activities.** Grantee shall use City’s MSBG funds in an amount not to exceed Fifteen Thousand Dollars (\$15,000) for the approved expenses, as set forth in *Exhibit A*. Grantee shall utilize MSBG funds granted hereunder in a manner consistent with this Agreement, the MSBG Rules.
- B. Current eligibility.** Grantee certifies that Grantee is eligible to receive MSBG funds, and that Grantee meets each of the following criteria:
  - 1.** Grantee has 500 or fewer employees.

2. Grantee is a business operating in the City of Meridian, Idaho city limits.
3. Grantee has an official EIN.
4. Grantee is an Idaho-domiciled business.
5. Grantee incurred and paid the expenses for which the MSBG funds are awarded.
6. Grantee has incurred expense caused by COVID-19 related incidents, decisions, or qualified business interruption (e.g., local closure orders, need for personal protective equipment, social distancing requirements, increased costs, disrupted supply network, etc.).
7. The expenses for which the MSBG funds are awarded were incurred between June 20, 2020 and December 30, 2020.
8. Grantee has not received funds for the expenses for which the MSBG funds are awarded from other COVID-19 grant programs.
9. Grantee does not exist for the purpose of advancing partisan political activities or the business does not directly lobby federal or state officials, defined as having had a registered lobbyist at any point during 2020.
10. Grantee is compliant in all respects with all COVID-19 related orders, laws, ordinances, and regulations.

**C. Ongoing eligibility; duplication of benefits.** Grantee shall notify City immediately if, for any reason, Grantee no longer qualifies for MSBG funds due to a change in compliance with one or more of the enumerated eligibility criteria. If Grantee receives or applies for other funding sources for the expenses described in this Agreement, Grantee shall immediately notify the City's Economic Development Administrator.

**D. Reimbursement Procedures.** City shall provide to Grantee the MSBG funds awarded for the approved expenses, as set forth in *Exhibit A*, up to fifteen thousand dollars (\$15,000.00), within thirty (30) days of receipt of the specified funds by City.

**E. Disclosure and retention of records.** Grantee acknowledges and understands that records submitted for the purposes of applying for MSBG funds; compliance with the terms of this Agreement or law; and/or audit by City, State, or federal agency shall be public records subject to disclosure by City and/or State pursuant to such agencies' respective obligations to comply with the Idaho Public Records Act ("IPRA"), and may be posted online by the State of Idaho. Insofar as such records are exempt from disclosure under IPRA or other provision of law, City shall make reasonable efforts to avoid and/or prevent their disclosure. Grantee shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after completion of all activities funded under this Agreement. The name of the business and the amount of grant funds received will be identified on the [transparent.idaho.gov](http://transparent.idaho.gov) website and on the City of Meridian's Economic Development webpage, and may be disclosed upon request in accordance with the Idaho Public Records Act.

## **II. GENERAL CONDITIONS**

**A. Contingent on funding.** It is acknowledged by the Parties that although the State has approved the Meridian MSBG program and the State has generally committed the funds as set forth in this Agreement for such purpose, availability of MSBG funds to City, and thus to Grantee, is subject to the State's approval of Grantee's application and release of such funds to City. Unless and until the State approves Grantee's application and releases the funds to City, City shall have no contractual, legal, or equitable obligation to Grantee, whether under this Agreement or by any other legal or equitable claim. In the event that MSBG funds for the purposes set forth in this Agreement

are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

**B. Notices.** All notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when personally served, or mailed in the United States mail, addressed as follows:

**If to City:**

City of Meridian  
Attn: Economic Development Administrator  
33 E. Broadway Avenue  
Meridian, Idaho 83642

**If to Grantee:**

Ten Mile Academy, LLC  
Attn: Gregory Feltenberger, Owner/Manager  
2068 E Handel Ct  
Meridian, ID 83646

Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.

**C. Indemnity.** Grantee, and each and all of its employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall hold harmless, defend and indemnify City from and for all losses, claims, actions, liabilities, and/or judgments for: damages or injury to persons or property and/or losses and expenses caused or incurred by Grantee and/or its employees, agents, contractors, officials, officers, servants, guests, and/or invitees; and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement and not caused by or arising out of the tortious conduct of City or any employee, contractor, or agent thereof. Grantee acknowledges that participation in this program carries risks, some of which may be unknown, and does agree to assume all such known or unknown risks.

**D. Uniform compliance requirements.** Grantee shall comply with applicable uniform administrative requirements, cost principles, and audit requirements for federal awards, as described in 2 CFR §§ 200 *et. seq.*

**E. Nondiscrimination.** Grantee will not discriminate against any employee or applicant for employment or services because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance.

**F. Termination.** Either Party may terminate this Agreement for cause by providing written notice to the other of the basis of termination. The defaulting Party shall have five (5) days to cure the deficiency or non-compliance. If the deficiency or non-compliance is not cured within this time period, the other Party shall terminate this Agreement for cause. In addition to termination of this Agreement and/or any other remedies as provided by law, City may declare Grantee ineligible for any further participation in City grant programming.

1. **Termination for convenience.** City may terminate this Agreement by, at least thirty (30) days before the effective date of such termination, giving written notice to Grantee of such termination and specifying the effective date thereof.

2. **Termination for cause.** Termination of this Agreement, in whole or in part, may occur for cause, which shall include, but shall not be limited to, the following:

a. Failure to comply with any provision of this Agreement, the MSBG Rules, or any rule, regulation, statute, executive order, or U.S. Treasury, State, or City guideline, policy or directive as may become applicable at any time;

- b. Failure to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Improper use of funds provided under this Agreement; or
- d. Submission of receipts, reports, or documents that are incorrect or incomplete in any material respect.

3. **Void if funds not available.** In the event that MSBG funds for the purposes set forth in this Agreement are not made available to City, this Agreement shall be void, and City shall have no obligation to Grantee, whether under this Agreement or under any legal or equitable claim.

**G. Repayment.** In the event of termination for cause attributable to Grantee's acts or omissions, Grantee shall, within fourteen (14) days of City's demand, reimburse City for all MSBG funds disbursed.

**H. Assignment.** Grantee shall not assign or transfer any interest in this agreement without prior written consent of City.

**I. Non-waiver.** Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time, notwithstanding delay in enforcement.

**J. Compliance with law.** Throughout the course of this Agreement, Grantee shall comply with any and all applicable federal, state, and local laws.

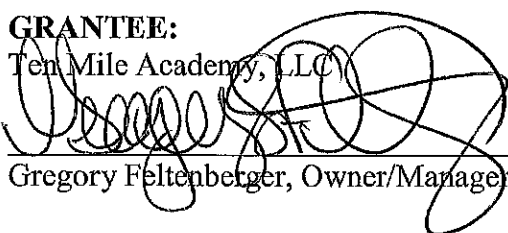
**K. Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

**L. Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. The parties hereto may amend this Agreement at any time provided that such amendments are executed in writing, approved by City's governing body, and signed by a duly authorized representative of each party.

**IN WITNESS WHEREOF,** the parties shall cause this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above written.

**GRANTEE:**

Ten Mile Academy, LLC

  
\_\_\_\_\_  
Gregory Feltenbetger, Owner/Manager

**CITY:**

City of Meridian

Attest:

\_\_\_\_\_  
By: Robert E. Simison, Mayor

\_\_\_\_\_  
Chris Johnson, City Clerk

**EXHIBIT A: APPROVED EXPENSES**

Eligible Expense	Amount
Rent - October, Prorated for Move In	5,962.70
Rent - November	14,218.75
<b>Total Eligible Expenses</b>	<b>20,181.45</b>

**GRANT AWARD** **\$15,000.00**