



AGENDA
Regular Meeting
October 24, 2024 at 5:30 PM
Legion Hall - Below City Hall
216 East Park Street
McCall, ID
AND MS TEAMS Virtual

ANNOUNCEMENT:

American with Disabilities Act Notice: The City Council Meeting room is accessible to persons with disabilities. If you need assistance, please contact City Hall at 634-7142 at least 48 hours prior to the meeting. Council Meetings are available for in person and virtual attendance. Any member of the public can join and listen only to the meeting at 5:30 pm by calling in as follows:

Dial 208-634-8900 when asked for the Conference ID enter: 170 346 043#

Or you may watch live by clicking this link:

<https://youtube.com/live/QWgexvJYhhc?feature=share>

OPEN SESSION

PLEDGE OF ALLEGIANCE

APPROVE THE AGENDA

CONSENT AGENDA

All matters which are listed within the consent section of the agenda have been distributed to each member of the McCall City Council for reading and study. Items listed are considered routine by the Council and will be enacted with one motion unless a Council Member specifically requests it to be removed from the Consent Agenda to be considered separately. Staff recommends approval of the following ACTION ITEMS:

1. Special Council Meeting Minutes Draft – October 3, 2024 (ACTION ITEM)
2. Council Requested Payroll Reports – October 11, 2024 (ACTION ITEM)
3. Warrant Register – GL (ACTION ITEM)
4. Warrant Register – Vendor (ACTION ITEM)
5. AB 24-211 City Licenses Report to Council Per McCall City Code (ACTION ITEM)
6. AB 24-223 Treasurer’s Report as Required by IC 50-208 (ACTION ITEM)
7. AB 24-212 Request to approve LHTAC/Local Agreement to accept Children Pedestrian Safety grant for Davis Avenue Phase 2 pathway (ACTION ITEM)

GENERAL PUBLIC COMMENT

HOW TO SUBMIT COMMENTS

On the City’s website at <https://www.mccall.id.us/packets> you may leave a public comment or signup to make a comment live online or to call-in prior to 3:00 p.m. Once we receive your request to make public comment online, a link will be sent to you with instructions. The public are welcome to attend the meeting in person. All comments are limited to 3 minutes.

REPORTS

AB 24-220 McCall Redevelopment Agency (MRA) Annual Report

BUSINESS AGENDA

AB 24-224 Request for water leak adjustment for Payette Water Sewer District (ACTION ITEM)

AB 24-222 Request to Adopt Resolution 24-24 for Governmental Equipment Lease-Purchase Agreements and a Non-Appropriation Addendum for FY25-31 Streets Department Equipment with Western States (ACTION ITEM)

AB 24-213 Request to Approve Resolution 24-22 authorizing the Mayor to enter into, on behalf of the City of McCall, a “Governmental Equipment Lease-Purchase Agreement” and a “Non-Appropriation Addendum” for FY25-2029 CAT 255 Wheeled Skid-steer (ACTION ITEM)

AB 24-214 Request to Approve Resolution 24-21 authorizing the Mayor to enter into, on behalf of the City of McCall, a “Governmental Equipment Lease-Purchase Agreement” and a “Non-Appropriation Addendum” for FY25-2029 CAT 262 Tracked Skid-steer (ACTION ITEM)

AB 24-221 Request to approve the termination of the Hangar 98 lease with DEW Aircraft and authorize the City to buy out that lease (ACTION ITEM)

AB 24-216 Request to Appoint a Library Board of Trustees member – Susan Reddick (ACTION ITEM)

AB 24-217 Invitation to Participate in the United Payette Task Force (ACTION ITEM)

AB 24-218 Request Approval of Janitorial Services Contract for City Hall / Legion Hall (ACTION ITEM)

AB 24-219 Request Approval of the Idaho Transportation Department – Office of Highway Safety – Traffic Enforcement Grant Project Agreement (TEGPA) for Federal Fiscal Year 2025 (FFY25) (ACTION ITEM)

AB 24-215 Request Approval of Resolution 24-23 Adopting the City’s Comprehensive Fee Schedule reflecting updated fees for Public Works (ACTION ITEM)

Upcoming Meeting Schedule Discussion and Direction (ACTION ITEM)

ADJOURN

MINUTES

**McCall City Council
Special Meeting
McCall City Hall – Legion Hall
VIA TEAMS Virtual
October 3, 2024**

Call to Order and Roll Call
Pledge of Allegiance
Approve the Agenda
Public Hearing
Work Session
Business Agenda
Adjournment

CALL TO ORDER AND ROLL CALL

Mayor Giles called the special meeting of the McCall City Council to order at 5:30 p.m. Mayor Giles, Council Member Nelson, and Council Member Thrower all answered roll call. Council Member Maciaszek and Council Member Nielsen were absent.

City staff members present were Bill Punkoney, City Attorney; BessieJo Wagner, City Clerk; Erin Greaves, Communications Manager; Linda Stokes, City Treasurer; Nathan Stewart, Public Works Director; Sean Reilly, Network Administrator

Also, in attendance were Horrocks staff: Sam Purser, Michael Philp, and Dean Barker

Mayor Giles led the audience in the Pledge of Allegiance.

APPROVE THE AGENDA

Council Member Nelson moved to approve the 1st amended agenda as reported and posted by the City Clerk prior to the meeting. Council Member Thrower seconded the motion. In a voice vote all members voted aye, and the motion carried.

PUBLIC HEARING

AB 24-201 Request to Approve Resolution 24-20: Adopting Water Rates, Capitalization and Connection Fees and Other Water Fees for FY25-FY29 (ACTION ITEM)

Public Works Director Nathan Stewart presented that on August 8, 2024, the City staff, with the assistance of Bowen Collins Associates, recommended proposed water rate options that provide the required revenue to fund the proposed operations and maintenance budgets and the currently updated 2024-29 capital improvement plan (CIP). The proposed rates would also fund future debt

service payments for the \$16.5M loan anticipated to fund the forthcoming 2MG water storage tank and Water Treatment Plant Expansion projects to be completed over the next 5 years.

During the work session, Council directed staff to prepare a resolution for new rates for the next 5 fiscal years (FY25-29) based on “Option B”. This rate structure includes a 5th user volume block for monthly water use that exceeds 80,000gal/month. Capitalization fees were recommended to remain unchanged until a formal rate study was completed in future years. Miscellaneous additional fees (connection, water truck annual, and turn on/turn off) that have not been updated since 2018 are also included in this resolution. Capitalization fees will not be changed until a more formal rate study is conducted in future years.

Mayor Giles stated the purpose of the public hearing:

To hear testimony related to Resolution 24-20: Adopting Water Rates, Capitalization and Connection Fees and Other Water Fees for FY25-FY29

Council Member Thrower moved to open the public hearing. Council Member Nelson seconded the motion. In a voice vote all members voted aye, and the motion carried.

Council Member Nelson asked for clarification on the water rate chart annotation “for all new connections, the City shall not be responsible for providing any parts (including meter and setter assembly, service line and tapping saddle) and equipment, materials and labor trenching, backfill, and road restoration.”. Public Works Director Stewart responded that this is to inform the developer or contractor that they are responsible to provide the standard detail excluding the tap.

Public Comments

There were no written comments received; and no one signed up to speak online.

Council Member Thrower moved to close the public hearing. Council Member Nelson seconded the motion. In a voice vote all members voted aye, and the motion carried.

Council had no comments or discussion regarding the proposed water rates.

Council Member Nelson moved to Approve Resolution 24-20 adopting new FY25-FY29 water rate, connection and other water fee changes; and authorize the Mayor to sign all necessary documents. Council Member Thrower seconded the motion. In a roll call vote Council Member Nelson, Council Member Thrower, and Mayor Giles all voted aye, and the motion carried.

Council Member Nielsen joined the meeting at 5:42

WORK SESSION

AB 24-202 Streets Local Option Tax 2025 Renewal Discussion and Direction to Staff

The Streets Local Option Tax (LOT) expires December 31, 2025. In August 2024, the City Council confirmed its decision to return to voters with a renewal ballot measure in May 2025. The Council also directed the staff to engage the community and return with perception results. They also asked

for a more comprehensive technical view of how staff currently prioritizes and manages our streets assets and how that information will guide us toward necessary funding needs.

For this #2 meeting topics will include survey results, perceptions, and analysis regarding the possible scope expansion of the tax to fund additional projects and whether to adjust tax rates for the upcoming ballot. Staff will present a more comprehensive review of the street maintenance needs, upcoming projects, and associated timelines.

Discuss meeting #3 topic options such as forecasting revenue options based on increasing 1% and/or 3% and Tax implementation length (10 years, 20 years) options pros and cons.

Communications Manager Erin Greaves presented the results and analysis of the survey seeking a sentiment of the community on their willingness to approve a local option tax. Communications Manager Greaves noted that 300 of the responses were received via text message. 73% of responders believe that the LOT is a benefit to the community, noting the application to streets and sidewalks as the top priority which adheres to the City streets policy. 69.8% would support an increase to the 3% on lodging but not an increase to the 1% sales tax.

Public Works Director Stewart elaborated on the survey results showing the downtown core project was well received and turned the presentation over to the Horrocks team. Lead Engineer Dean Barker presented on pavement repair and the life cycle of maintenance. Public Works Director Stewart explained that repairing a fair-quality road is more cost effective than replacing a poor-quality road. This could carry a public perception that the wrong roads are being addressed. Council Member Nelson found this concept counterintuitive but supports its findings. Lead Engineer Barker explained that roads do not have a set year life cycle but are evaluated using a Pavement Surface Evaluation and Rating (PASER) value system.

Horrocks presented a pavement dashboard system tracking street use and maintenance costs. The Maintenance Improvement Plan (MIP) and Capital Improvement Plan (CIP) work in a perfect world scenario and allow for grant funding whereas there is always unexpected wear that occurs and need to be addressed.

Council Member Nielsen inquired what the average Street LOT funding is, which is around \$2.8 million annually. Council Member Nielsen believes that this funding limitation only allows maintenance for existing paved roads instead of allowing for new pavement. Public Works Director Stewart acknowledged that with investment in mind, it is not always politically favorable when talking with people who live on low use roads. Council Member Nelson noted that although Council Member Nielsen is receiving negative feedback from the public, the survey received overwhelming support for the works that are being done and LOT priorities. Council discussed the importance of establishing their priorities prior to adopting budgets that do not account for those specific projects. Communications Manager Greaves discussed the upcoming process of onboarding the new City Manager Forest Atkinson in November in preparation for the November 7th Council meeting, the Council Retreat, and the LOT election. Council Member Nielsen noted the importance of finding the balance between flexibility and finite projects. Communications Manager Greaves elaborated the importance of finding that sweet spot to convey to the public the goals of the Council while being broad enough to allow for leverage of grant funding.

BUSINESS AGENDA

AB 24-203 Notice of Internal Promotion: Gregory “Phil” Goodson - New Head Golf Professional

City Clerk BessieJo Wagner presented that the former Head Golf Professional resigned on September 21, 2024. Our Assistant Golf Professional was named Head Golf Professional on September 22, 2024, by the City Manager.

We are pleased to announce the promotion of Assistant Golf Professional, Phil Goodson, to the position of Head Golf Professional for the City of McCall. Mr. Goodson was hired in October of 2023 and has done an excellent job of helping us transition the service portion of the golf course operation to an internal City function.

The Head Golf Professional is responsible for operation of Pro Shop services which include scheduling and daily play of golfers, merchandise sales, managing the golf cart fleet, managing tournaments, ensuring the financial success of the operation to support course improvements, collaborating with the Superintendent, and creating a positive atmosphere that ensures players and guests have a great experience.

Mr. Goodson has several years of prior experience working as a General Manager and Head Professional for various public/private courses. He was selected by the City Manager and has received overwhelming support from staff, the golf community, and the Golf Advisory Committee. Mr. Goodson officially began his new role as Head Golf Professional on September 28, 2024.

Phil Goodson was introduced to give a brief overview of the happenings at the McCall Golf Course. Mr. Goodson is excited to take over the role and responsibility, but after a full season of managing 52 employees, 12-hour days, every day of the week, is thankful that the season is coming toward a close. When the doors are closed for the year, Mr. Goodson will divert his attention to communication and budget for the next year. The highest priority will be finding a new superintendent, who is retiring, followed by finding an Assistant Golf Professional. Winterizing the course is also imperative along with new concepts for sales of merchandise.

AB 24-204 Request to approve contract with AVI Systems of Boise to supply audio visual equipment for the Library – Phase 2.

Public Works Director Stewart introduced a staff request for Council to approve the contract with AVI Systems to install hardware and software into Phase 2 of the new Library building. This contract will install advanced audio-visual systems in the Community Room and Conference room 106. This technology will provide enhanced online streaming of all City meetings. This technology creates a flexible and configurable space for multiple purposes – committees, discussions, video conferences, guest lectures and even movies. The requested amount is \$96,379.15, which is \$8,379.15 more than originally budgeted.

Council Member Thrower moved to approve contract with AVI Systems of Boise to supply audio visual equipment for the Library – Phase 2 in the amount of \$96,379.15. Council Member Nelson seconded the motion. In a roll call vote Council Member Thrower, Council

Member Nelson, Mayor Giles, and Council Member Nielsen all voted aye, and the motion carried.

ADJOURNMENT

Without further business, Mayor Giles adjourned the meeting at 7:30 p.m.

ATTEST:

Robert S. Giles, Mayor

BessieJo Wagner, City Clerk

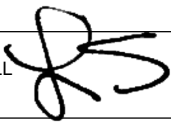
DRAFT

Report Criteria:

Selected pay codes: 9-02 (Comp Time Available)

Title	Hours Accrued	Hours Used	Hours Remaining
Total Airport:	.00	.00	15.86
Total City Clerk:	.00	.00	1.88
Total City Manager:	9.75	.00	76.73
Total Community Development:	7.50	.50	52.16
Total Finance:	4.50	.00	42.91
Total Golf Course Maint:	9.38	.00	111.47
Total Info systems:	2.25	6.00	24.64
Total Library:	.00	.00	.00
Total Local Option Tax:	.00	.00	.00
Total Parks:	12.75	17.25	138.60
Total Police:	.00	20.50	382.21
Total PW/Streets:	16.50	5.00	54.03
Total Recreation Programs:	1.88	1.00	55.78
Total Water Distribution:	14.63	1.00	158.73

Emp No	Name	Total Gross Amount	2-00 Overtime Emp Amt	10-00 Overtime-G Emp Amt	
	Total Airport:				
		2	5,512.52	.00	.00
	Total City Clerk:				
		4	9,702.12	.00	.00
	Total City Manager:				
		4	11,945.17	.00	.00
	Total Community Development:				
		6	21,101.14	228.18	.00
	Total Council:				
		5	4,735.00	.00	.00
	Total Finance:				
		3	9,555.20	.00	.00
	Total Golf Course Maint:				
		14	17,494.17	625.00	.00
	Total Golf Professional:				
		23	12,055.35	.00	.00
	Total Info systems:				
		2	7,344.25	.00	.00
	Total Library:				
		7	11,658.99	.00	.00
	Total Local Option Tax:				
		1	2,049.14	.00	.00
	Total Parks:				
		10	15,864.61	.00	.00
	Total Police:				
		14	43,624.25	1,012.28	.00
	Total PW/Streets:				
		11	32,295.60	.00	.00
	Total Recreation Programs:				
		3	9,438.22	308.26	.00
	Total Water Distribution:				
		6	14,655.30	1,201.34	.00
	Total Water Treatment:				
		1	3,808.58	.00	.00
	Grand Totals:				
		116	232,839.61	3,375.06	.00



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-11750 UTILITY CASH CLEARING						
CS2 LLC	298592	DBL WATER PAYMENT FOR MAY	10/14/24	52.63	.00	
VINT, DANIEL & LINDSEY	206621	DBL PAYMENT AT CLOSING	10/14/24	57.70	.00	
WILLOUGHBY, SHARON	103041	DBL PAYMENT AT CLOSING	10/14/24	72.38	.00	
Total 01-11750 UTILITY CASH CLEARING:				182.71	.00	
Total :				182.71	.00	
Total :				182.71	.00	
PAYROLL PAYABLES CLEARING						
03-22375 CHILD SUPPORT						
IDAHO CHILD SUPPORT RECEIPTING	20241018 - 10	CASE# - 452852	10/18/24	162.18	162.18	10/18/2024
IDAHO CHILD SUPPORT RECEIPTING	20241018 - 3	CASE# - 465515	10/18/24	300.00	300.00	10/18/2024
IDAHO CHILD SUPPORT RECEIPTING	20241018 - 6	CASE# - 395109	10/18/24	106.62	106.62	10/18/2024
Total 03-22375 CHILD SUPPORT:				568.80	568.80	
Total :				568.80	568.80	
Total PAYROLL PAYABLES CLEARING:				568.80	568.80	
GENERAL FUND						
10-22540 DEPOSITS/EVIDENCE PROPERTY						
ADVOCATES FOR THE WEST	20240916	REFUNDS DEPOSIT LEGACY - CONSERVATION EVENT	09/16/24	150.00	.00	
GAVIN RERUCHA & DENNY STEWART	20240916	REFUND DEPOSIT BROWN PARK WEDDING	09/16/24	150.00	150.00	10/10/2024
Total 10-22540 DEPOSITS/EVIDENCE PROPERTY:				300.00	150.00	
Total :				300.00	150.00	
INFORMATION SYSTEMS						
10-42-150-300.0 PROFESSIONAL SERVICES						
DIGLINE INC.	0075018-IN	CITY OF MCCALL FIBER ADDITIONAL CALLS	09/30/24	19.50	.00	
Total 10-42-150-300.0 PROFESSIONAL SERVICES:				19.50	.00	
10-42-150-465.0 COMMUNICATIONS - ETHERNET						
EDNETICS INC	INV-132295	Meraki 48 port switch	10/15/24	2,962.49	.00	
SPARKLIGHT	20241008	INTERNET - ACCT # 112663760 OCTOBER	10/08/24	129.22	.00	
Total 10-42-150-465.0 COMMUNICATIONS - ETHERNET:				3,091.71	.00	
10-42-150-620.0 COMPUTER HARDWARE						
AVI SYSTEMS INC	89001033	Teams streaming interface device. Automates streaming	10/07/24	8,228.67	.00	
AVI SYSTEMS INC	89002100	Autmotaed movie drop screen for Library Community room	10/09/24	3,461.25	.00	
AVI SYSTEMS INC	89003125	Streaming equipment	10/14/24	6,781.99	.00	
CDW GOVERNMENT INC.	AA9681K	Logitech Rally Mic Pod	10/10/24	629.98	.00	
CDW GOVERNMENT INC.	AA9681K	Logitech Tap Scheduler	10/10/24	1,258.20	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-42-150-620.0 COMPUTER HARDWARE:				20,360.09	.00	
Total INFORMATION SYSTEMS:				23,471.30	.00	
ADMINISTRATIVE COSTS						
10-44-150-200.0 OFFICE SUPPLIES						
STAPLES CONTRACT & COMMERCIAL	20241010	DISH SOAP	10/10/24	38.99	.00	
Total 10-44-150-200.0 OFFICE SUPPLIES:				38.99	.00	
10-44-150-260.0 POSTAGE						
U.S. POSTAL SERVICE	20241014	POSTAGE - METER A/C #18573386	10/14/24	500.00	.00	
Total 10-44-150-260.0 POSTAGE:				500.00	.00	
10-44-150-300.0 PROFESSIONAL SERVICES						
WORLD WIDE INTERPRETERS	55150	INTERPRETATION	10/04/24	40.80	.00	
Total 10-44-150-300.0 PROFESSIONAL SERVICES:				40.80	.00	
10-44-150-450.0 CLEANING AND CUSTODIAL						
ALSCO	LBOI2218518	6 MATS	10/08/24	38.75	.00	
ALSCO	LBOI2220433	6 MATS	10/15/24	38.75	.00	
Total 10-44-150-450.0 CLEANING AND CUSTODIAL:				77.50	.00	
10-44-150-490.0 HEAT, LIGHTS, AND UTILITIES						
MCCALL, CITY OF	1024-182601	WATER	10/12/24	217.28	.00	
Total 10-44-150-490.0 HEAT, LIGHTS, AND UTILITIES:				217.28	.00	
10-44-150-490.2 WF HOUSING - TOASTER HOUSE						
MCCALL, CITY OF	1024-166031	WATER	10/12/24	54.32	.00	
Total 10-44-150-490.2 WF HOUSING - TOASTER HOUSE:				54.32	.00	
10-44-150-500.0 RENTAL - OFFICE EQUIPMENT						
PITNEY BOWES	3319835667	POSTAGE METER RENTAL 8/30-11/29/24	10/11/24	272.13	.00	
Total 10-44-150-500.0 RENTAL - OFFICE EQUIPMENT:				272.13	.00	
10-44-150-500.1 RENTAL - EQUIPMENT MAINTENANCE						
BOISE OFFICE EQUIPMENT	IN4430758	XEROX XALC8070H2 OVERAGE CHARGE - ADMIN 09/10/2024 TO 10/09/2024	10/09/24	166.84	.00	
Total 10-44-150-500.1 RENTAL - EQUIPMENT MAINTENANCE:				166.84	.00	
10-44-150-570.0 REPAIRS - BUILDING AND GROUNDS						
A-1 HEATING & AIR	594257	BREAK ROOM FURNACE REPAIR	10/02/24	42.00	.00	
HEARTLAND WINDOW &	3772	CARPET AND FURNITURE CLEANING	09/26/24	400.00	.00	
HEARTLAND WINDOW &	3777	CARPET AND FURNITURE CLEANING - LEGION HALL	09/26/24	400.00	.00	
Total 10-44-150-570.0 REPAIRS - BUILDING AND GROUNDS:				842.00	.00	
Total ADMINISTRATIVE COSTS:				2,209.86	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
CITY CLERK						
10-46-150-210.0 DEPARTMENT SUPPLIES						
STAPLES CONTRACT & COMMERCIAL	20241010	BUSINESS CARD STOCK	10/10/24	8.56	.00	
Total 10-46-150-210.0 DEPARTMENT SUPPLIES:				8.56	.00	
10-46-150-440.0 PROFESSIONAL DEVELOPMENT						
WAGNER, BESSIEJO	20240919	ICCTFOA CONFERENCE - MILEAGE	09/19/24	142.04	.00	
Total 10-46-150-440.0 PROFESSIONAL DEVELOPMENT:				142.04	.00	
10-46-150-598.0 RECORDS DESTRUCTION						
Stericycle	8008616549	SHREDDING	09/30/24	175.77	.00	
Total 10-46-150-598.0 RECORDS DESTRUCTION:				175.77	.00	
Total CITY CLERK:				326.37	.00	
COMMUNITY DEVELOPMENT						
10-48-150-300.0 PROFESSIONAL SERVICES						
HORROCKS LLC	89421	Miscellaneous GIS Services	09/30/24	14,626.00	.00	
Total 10-48-150-300.0 PROFESSIONAL SERVICES:				14,626.00	.00	
10-48-150-325.0 ECONOMIC DEVELOPMENT						
SAWATCH LABS	INV-11518	EV fleet analysis	09/25/24	9,000.00	.00	
Total 10-48-150-325.0 ECONOMIC DEVELOPMENT:				9,000.00	.00	
10-48-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
COLUMN SOFTWARE PBC	1D06BADA-0108	2024-10-24 - LU - PN - City Council 2739920	10/01/24	48.49	.00	
COLUMN SOFTWARE PBC	1D06BADA-0115	2024-11-05 - LU - McCall P&Z 2784620	10/11/24	63.54	.00	
COLUMN SOFTWARE PBC	1D06BADA-0116	2024-11-07 - LU - PUD-23-04 2785850	10/14/24	53.50	.00	
Total 10-48-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				165.53	.00	
Total COMMUNITY DEVELOPMENT:				23,791.53	.00	
POLICE DEPARTMENT						
10-50-100-156.0 CLOTHING/UNIFORMS						
UNIFORMS2GEAR INC.	INV/2024/10/0450	INNER BELT - PALMER	10/14/24	35.99	.00	
Total 10-50-100-156.0 CLOTHING/UNIFORMS:				35.99	.00	
10-50-150-210.0 DEPARTMENT SUPPLIES						
MAY HARDWARE INC.	114367	TAPE	10/03/24	8.59	.00	
MAY HARDWARE INC.	115332	COMBINATION PADLOCK	10/14/24	24.29	.00	
Total 10-50-150-210.0 DEPARTMENT SUPPLIES:				32.88	.00	
10-50-150-215.0 RANGE/AMMUNITION						
VALLEY COUNTY GUN CLUB INC	2	VCGC MEMBERSHIP FEE	10/01/24	650.00	.00	
VALLEY COUNTY GUN CLUB INC	2	ANNUAL RANGE MAINTENANCE FEE	10/01/24	200.00	.00	
Total 10-50-150-215.0 RANGE/AMMUNITION:				850.00	.00	
10-50-150-240.0 MINOR EQUIPMENT						
ROCKY MOUNTAIN SIGNS & APPAREL	27126	BREAST CANCER PATCH STICKERS	09/30/24	162.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-50-150-240.0 MINOR EQUIPMENT:				162.00	.00	
10-50-150-260.0 POSTAGE						
UNITED PARCEL SERVICE	8459E3414	SHIPPING	09/30/24	68.34	.00	
Total 10-50-150-260.0 POSTAGE:				68.34	.00	
10-50-150-300.0 PROFESSIONAL SERVICES						
Stericycle	8008616549	SHREDDING	09/30/24	97.56	.00	
Total 10-50-150-300.0 PROFESSIONAL SERVICES:				97.56	.00	
10-50-150-440.0 PROFESSIONAL DEVELOPMENT						
BEST WESTERN COEUR D'ALENE INN	36265	REID INTERVIEW - RONAY	10/11/24	496.94	.00	
Total 10-50-150-440.0 PROFESSIONAL DEVELOPMENT:				496.94	.00	
10-50-150-450.0 CLEANING AND CUSTODIAL						
STAPLES CONTRACT & COMMERCIAL	6013253745	HAND TOWELS	09/30/24	108.33	.00	
Total 10-50-150-450.0 CLEANING AND CUSTODIAL:				108.33	.00	
10-50-150-500.0 RENTAL - OFFICE EQUIPMENT						
XEROX FINANCIAL SERVICES	6336827	PD C405DN	10/11/24	72.47	.00	
XEROX FINANCIAL SERVICES	6336827	PD C8145h2	10/11/24	394.08	.00	
Total 10-50-150-500.0 RENTAL - OFFICE EQUIPMENT:				466.55	.00	
10-50-150-520.1 RENTAL-POLICE DEPT. FACILITIES						
VALLEY COUNTY	2024-NOVEMBER	PD FACILITY LEASE	10/15/24	2,700.00	.00	
Total 10-50-150-520.1 RENTAL-POLICE DEPT. FACILITIES:				2,700.00	.00	
10-50-150-570.0 REPAIRS - BUILDING AND GROUNDS						
MAY HARDWARE INC.	114876	LOCK MERCHANDISE SOLD	10/09/24	136.80	.00	
MAY HARDWARE INC.	114877	LOCK MERCHANDISE SOLD	10/09/24	34.20-	.00	
MAY HARDWARE INC.	114980	CAM LOCK	10/10/24	134.98-	.00	
Total 10-50-150-570.0 REPAIRS - BUILDING AND GROUNDS:				32.38-	.00	
10-50-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
JERRY'S AUTO PARTS	419871	WIPER BLADE	10/09/24	25.88	.00	
JERRY'S AUTO PARTS	420720	CANISTER PURGE VALVE	10/14/24	39.66	.00	
Total 10-50-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				65.54	.00	
Total POLICE DEPARTMENT:				5,051.75	.00	
CAPITAL IMPROVEMENT PLAN						
10-70-600-710.0 GENERAL FUND CIP						
ERS EMERGENCY RESPONDER SER	24-349 ID	Purchase of new patrol equipment and upfitting costs for 3 new patrol vehicles.	09/30/24	11,918.18	.00	
ERS EMERGENCY RESPONDER SER	24-350 ID	Purchase of new patrol equipment and upfitting costs for 3 new patrol vehicles.	09/30/24	11,918.18	.00	
ERS EMERGENCY RESPONDER SER	24-351 ID	Purchase of new patrol equipment and upfitting costs for 3 new patrol vehicles.	09/30/24	5,573.68	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-70-600-710.0 GENERAL FUND CIP:				29,410.04	.00	
Total CAPITAL IMPROVEMENT PLAN:				29,410.04	.00	
Total GENERAL FUND:				84,560.85	150.00	
PUBLIC WORKS & STREETS FUND						
PUBLIC WORKS & STREETS						
24-55-100-156.0 CLOTHING/UNIFORMS						
RIDLEY'S FAMILY MARKETS	01113241523-463	WORK CLOTHES - SWIFT	10/07/24	174.22	.00	
RIDLEY'S FAMILY MARKETS	01113251527-463	BOOTS - SWIFT	10/07/24	127.50	.00	
Total 24-55-100-156.0 CLOTHING/UNIFORMS:				301.72	.00	
24-55-150-210.0 DEPARTMENT SUPPLIES						
STAPLES CONTRACT & COMMERCIAL	20241010	COPY PAPER	10/10/24	72.13	.00	
Total 24-55-150-210.0 DEPARTMENT SUPPLIES:				72.13	.00	
24-55-150-211.0 MECHANIC SHOP SUPPLIES						
ALSCO	LBOI2218505	COVERALL JAKE & JOHNNY	10/08/24	83.69	.00	
JERRY'S AUTO PARTS	420114	OIL ABSORBENT	10/10/24	52.00	.00	
LAWSON PRODUCTS INC.	9311894505	SHOP SUPPLIES	10/02/24	115.99	.00	
MAY HARDWARE INC.	115112	MISC FASTENERS	10/11/24	5.74	.00	
Total 24-55-150-211.0 MECHANIC SHOP SUPPLIES:				257.42	.00	
24-55-150-240.0 MINOR EQUIPMENT						
JERRY'S AUTO PARTS	419412	RIVETS	10/07/24	137.35	.00	
Total 24-55-150-240.0 MINOR EQUIPMENT:				137.35	.00	
24-55-150-300.0 PROFESSIONAL SERVICES						
DIGLINE INC.	0075018-IN	CITY OF MCCALL STREETS ADDITIONAL CALLS	09/30/24	85.80	.00	
Total 24-55-150-300.0 PROFESSIONAL SERVICES:				85.80	.00	
24-55-150-450.0 CLEANING AND CUSTODIAL						
ALSCO	LBOI2218505	SHOP TOWELS, MATS	10/08/24	28.68	.00	
MCCALL CLEANERS	#PW20240930	PW BUILDING COMMERCIAL CLEAN	09/30/24	320.00	.00	
Total 24-55-150-450.0 CLEANING AND CUSTODIAL:				348.68	.00	
24-55-150-490.0 HEAT, LIGHTS, AND UTILITIES						
MCCALL, CITY OF	1024-183351	WATER	10/12/24	57.70	.00	
Total 24-55-150-490.0 HEAT, LIGHTS, AND UTILITIES:				57.70	.00	
24-55-150-500.1 RENTAL - EQUIPMENT MAINTENANCE						
BOISE OFFICE EQUIPMENT	IN4430758	XEROX XALC8045'S OVERAGE CHARGE - PUBLIC WORKS 09/10/2024 TO 10/09/2024	10/09/24	47.27	.00	
Total 24-55-150-500.1 RENTAL - EQUIPMENT MAINTENANCE:				47.27	.00	
24-55-150-521.0 RENTAL - EQUIPMENT						
TATES RENTS INC	1904174	CORE DRILL, DRILL BITS	10/07/24	106.40	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 24-55-150-521.0 RENTAL - EQUIPMENT:				106.40	.00	
24-55-150-540.0 STREET REPAIR - PATCHING						
VALLEY PAVING & ASPHALT INC.	12710	Asphalt	09/30/24	1,693.32	.00	
VALLEY PAVING & ASPHALT INC.	12711	Asphalt	09/30/24	1,272.05	.00	
Total 24-55-150-540.0 STREET REPAIR - PATCHING:				2,965.37	.00	
24-55-150-542.0 STREET REPAIR - ROW MAINT.						
DANS TREE SERVICE	INV1091	REMOVE DEAD POPLAR ON THULA ST	10/09/24	750.00	.00	
Total 24-55-150-542.0 STREET REPAIR - ROW MAINT.:				750.00	.00	
24-55-150-570.0 REPAIRS - BUILDING AND GROUNDS						
YMC INC.	188261	Furnace exhaust pipe.	09/30/24	1,993.29	.00	
Total 24-55-150-570.0 REPAIRS - BUILDING AND GROUNDS:				1,993.29	.00	
24-55-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
JERRY'S AUTO PARTS	418687	OIL FILTER	10/02/24	63.96	.00	
JERRY'S AUTO PARTS	419825	KEYLESS ENTRY REMOTE	10/09/24	34.33	.00	
Total 24-55-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				98.29	.00	
24-55-150-590.0 REPAIRS - OTHER EQUIPMENT						
MAY HARDWARE INC.	114316	CARB, GASKET	10/03/24	98.48	.00	
Total 24-55-150-590.0 REPAIRS - OTHER EQUIPMENT:				98.48	.00	
24-55-350-812.0 CAT LEASE - PRINCIPAL						
SUMMIT NATIONAL BANK	14566 11-4-24	2022 CAT 938M WHEEL LOADER SN#P5K03564 LEASE 14566	10/04/24	16,018.13	.00	
Total 24-55-350-812.0 CAT LEASE - PRINCIPAL:				16,018.13	.00	
24-55-350-813.0 CAT LEASE - INTEREST						
SUMMIT NATIONAL BANK	14566 11-4-24	2022 CAT 938M WHEEL LOADER SN#P5K03564 LEASE 14566	10/04/24	9,148.74	.00	
Total 24-55-350-813.0 CAT LEASE - INTEREST:				9,148.74	.00	
Total PUBLIC WORKS & STREETS:				32,486.77	.00	
Total PUBLIC WORKS & STREETS FUND:				32,486.77	.00	
LIBRARY FUND						
LIBRARY DEPARTMENT						
25-57-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS						
AMAZON CAPITAL SERVICES INC	117Q-KPK7-KGNF	BOOKS	10/15/24	34.94	.00	
AMAZON CAPITAL SERVICES INC	1MVT-CJYN-N1VG	BOOKS	10/15/24	111.56	.00	
BAKER & TAYLOR BOOKS	2038607396	BOOKS	10/04/24	249.36	.00	
Total 25-57-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS:				395.86	.00	
25-57-150-450.0 CLEANING AND CUSTODIAL						
MAY HARDWARE INC.	114389	CARPET STAIN REMOVER	10/03/24	8.63	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 25-57-150-450.0 CLEANING AND CUSTODIAL:				8.63	.00	
25-57-150-461.0 INTERNET SERVICES						
SPARKLIGHT	20241008	INTERNET - ACCT # 112663760 OCTOBER	10/08/24	129.21	.00	
Total 25-57-150-461.0 INTERNET SERVICES:				129.21	.00	
25-57-150-465.0 CHILDREN'S BOOKS						
AMAZON CAPITAL SERVICES INC	1MVT-CJYN-N7YY	CHILDREN'S BOOKS	10/15/24	14.99	.00	
BAKER & TAYLOR BOOKS	2038607396	CHILDREN'S BOOK	10/04/24	31.38	.00	
Total 25-57-150-465.0 CHILDREN'S BOOKS:				46.37	.00	
25-57-150-467.0 YOUNG ADULT MATERIALS						
AMAZON CAPITAL SERVICES INC	117Q-KPK7-KGNF	YOUNG ADULT MATERIALS	10/15/24	62.45	.00	
BAKER & TAYLOR BOOKS	2038607396	YOUNG ADULT MATERIALS	10/04/24	12.00	.00	
Total 25-57-150-467.0 YOUNG ADULT MATERIALS:				74.45	.00	
25-57-150-490.0 HEAT, LIGHTS, AND UTILITIES						
MCCALL, CITY OF	1024-182652	WATER	10/12/24	380.10	.00	
Total 25-57-150-490.0 HEAT, LIGHTS, AND UTILITIES:				380.10	.00	
25-57-150-500.1 RENTAL - EQUIPMENT MAINTENANCE						
BOISE OFFICE EQUIPMENT	IN4430758	XEROX XALC8045'S OVERAGE CHARGE - LIBRARY 09/10/2024 TO 10/09/2024	10/09/24	68.36	.00	
Total 25-57-150-500.1 RENTAL - EQUIPMENT MAINTENANCE:				68.36	.00	
Total LIBRARY DEPARTMENT:				1,102.98	.00	
Total LIBRARY FUND:				1,102.98	.00	
RECREATION FUND						
RECREATION - PROGRAMS						
28-58-150-210.0 DEPARTMENT SUPPLIES						
MAY HARDWARE INC.	114851	MISC FASTENERS	10/09/24	4.81	.00	
MAY HARDWARE INC.	115260	SPADE BIT	10/14/24	11.69	.00	
Total 28-58-150-210.0 DEPARTMENT SUPPLIES:				16.50	.00	
28-58-150-420.0 TRAVEL AND MEETINGS						
WOODS, TARA M.	20241014	NRPA CONFERENCE FLIGHTS - BOOK, WOODS	10/14/24	751.92	.00	
Total 28-58-150-420.0 TRAVEL AND MEETINGS:				751.92	.00	
28-58-150-430.0 DUES AND SUBSCRIPTIONS						
TEAMSIDELINE.COM	TS-INV-15098	Annual Subscription Fee for www.mccallrec.com; our recreation registration software	10/01/24	1,090.00	.00	
Total 28-58-150-430.0 DUES AND SUBSCRIPTIONS:				1,090.00	.00	
28-58-150-440.0 PROFESSIONAL DEVELOPMENT						
BORK, STEFANIE	20241014	NRPA CONFERENCE - SNACKS, COFFEE	10/14/24	25.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 28-58-150-440.0 PROFESSIONAL DEVELOPMENT:				25.00	.00	
28-58-150-490.0 HEAT, LIGHTS, AND UTILITIES						
TREASURE VALLEY TRANSIT INC.	539	50% SEPTEMBER 2024 UTILITIES IN MCCALL TRANSIT CENTER	09/30/24	279.43	.00	
Total 28-58-150-490.0 HEAT, LIGHTS, AND UTILITIES:				279.43	.00	
28-58-150-500.0 RENTAL - OFFICE EQUIPMENT						
XEROX FINANCIAL SERVICES	6336827	PD C405DN	10/11/24	72.47	.00	
Total 28-58-150-500.0 RENTAL - OFFICE EQUIPMENT:				72.47	.00	
28-58-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
LES SCHWAB TIRE CENTERS	12500454652	THRUST ANGLE ALIGNMENT	09/11/24	114.99	.00	
Total 28-58-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				114.99	.00	
Total RECREATION - PROGRAMS:				2,350.31	.00	
RECREATION - PARKS						
28-59-150-210.0 DEPARTMENT SUPPLIES						
CONCRETE CONSTRUCTION SUPPLY	M069817	WEATHERWORKER 40, CHAPIN EXTREAM SPRAYER	10/09/24	480.00	.00	
FRANZ WITTE - McCALL LLC	220000052391	NITRILE GLOVES	07/29/24	7.19	.00	
MAY HARDWARE INC.	114880	MINI NOSE PLIER	10/09/24	13.49	.00	
MAY HARDWARE INC.	114920	PUTTY KNIFE, DROP CLOTH, BRUSH, CONTAINERS	10/09/24	18.49	.00	
MAY HARDWARE INC.	115083	SCRUBBER, DEGREASER	10/11/24	22.12	.00	
MAY HARDWARE INC.	115372	9V BATTERY	10/15/24	18.99	.00	
MAY HARDWARE INC.	115388	CHANNEL LOCK	10/15/24	20.69	.00	
MAY HARDWARE INC.	115411	SPRAY PAINT	10/15/24	45.50	.00	
MAY HARDWARE INC.	115437	MARKING PAINTS	10/15/24	62.94	.00	
MAY HARDWARE INC.	115438	MARKING PAINT EXCHANGE	10/15/24	.00	.00	
RIDLEY'S FAMILY MARKETS	00418531140-463	SHOP KITCHEN SUPPLIES	09/19/24	67.85	.00	
VALLEY COUNTY PATHWAYS	6590	BALLOON DISPLAY FOR TRAIL RIBBON CUTTING	10/14/24	230.00	.00	
Total 28-59-150-210.0 DEPARTMENT SUPPLIES:				987.26	.00	
28-59-150-211.0 BATHROOM SUPPLIES						
ALSCO	LBOI2212915	7 MATS	09/17/24	34.90	.00	
ALSCO	LBOI2214808	7 MATS	09/24/24	34.90	.00	
ALSCO	LBOI2216708	7 MATS	10/01/24	34.90	.00	
ALSCO	LBOI2218516	7 MATS	10/08/24	34.90	.00	
GEM STATE PAPER & SUPPLY	3096352	40-45 GAL BAGS, NITRILE GLOVES, FOAM HAND SOAP, CORELESS TISSUE, CORE JUMBO	10/10/02	968.95	.00	
Total 28-59-150-211.0 BATHROOM SUPPLIES:				1,108.55	.00	
28-59-150-218.0 SUPPLIES - FERTILIZER						
FRANZ WITTE - McCALL LLC	220000051892	FERTILIZER TABLETS	07/17/24	28.77	.00	
Total 28-59-150-218.0 SUPPLIES - FERTILIZER:				28.77	.00	
28-59-150-226.0 IRRIGATION-CTRL ID HIST MUSEUM						
MCCALL, CITY OF	1024-152752	WATER	10/12/24	59.39	.00	
MCCALL, CITY OF	1024-152931	WATER	10/12/24	671.02	.00	
MCCALL, CITY OF	1024-184652	WATER	10/12/24	54.32	.00	

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Total 28-59-150-226.0 IRRIGATION-CTRL ID HIST MUSEUM:				784.73	.00	
28-59-150-227.0 IRRIGATION MAINTENANCE						
MAY HARDWARE INC.	115401	BALL VLV	10/15/24	28.78	.00	
Total 28-59-150-227.0 IRRIGATION MAINTENANCE:				28.78	.00	
28-59-150-300.0 PROFESSIONAL SERVICES						
J-U-B ENGINEERS INC	0177777	Design & Engineering Services - for - Dienhard Bridge non-motorized boat ramp & gravel parking area.	09/30/24	14,344.05	.00	
C & N ELECTRICAL CONSTRUCTION	3205	DEDICATED POWER FOR CAMERA	07/09/24	936.59	.00	
DIGLINE INC.	0075018-IN	CITY OF MCCALL PARKS ADDITIONAL CALLS	09/30/24	11.70	.00	
Total 28-59-150-300.0 PROFESSIONAL SERVICES:				15,292.34	.00	
28-59-150-490.0 HEAT, LIGHTS, AND UTILITIES						
MCCALL, CITY OF	1024-100461	WATER	10/12/24	105.26	.00	
MCCALL, CITY OF	1024-156201	WATER	10/12/24	1,160.36	.00	
MCCALL, CITY OF	1024-218691	WATER	10/12/24	6,311.66	.00	
Total 28-59-150-490.0 HEAT, LIGHTS, AND UTILITIES:				7,577.28	.00	
28-59-150-570.0 REPAIRS - BUILDING AND GROUNDS						
BUILDERS FIRSTSOURCE INC.	89782370	CONCRETE MIX	10/02/24	181.80	.00	
CLEARWATER CONCRETE INC.	20401	Appr. 7 yards concrete - curbs & slabs around the Parks shop	09/30/24	2,033.50	.00	
FRANKLIN BUILDING SUPPLY	2065763	6620TF - 6X6-20' #2&BTR .60 TREATED FIR, 6X6-10 TREATED FIR	10/11/24	753.42	.00	
FRANKLIN BUILDING SUPPLY	2067412	6x6-20 TREATED FIR	10/14/24	273.97	.00	
FRANZ WITTE - McCALL LLC	220000052188	FOREST COMPOST	07/24/24	155.20	.00	
FRANZ WITTE - McCALL LLC	220000052271	BARK	07/25/24	214.40	.00	
FRANZ WITTE - McCALL LLC	220000052391	BIOPLEX TABLET	07/29/24	557.60	.00	
FRANZ WITTE - McCALL LLC	220000052421	BARK	07/30/24	214.40	.00	
MAY HARDWARE INC.	114874	TAPE, GREASE TUBE	10/09/24	15.81	.00	
FERGUSON ENTERPRISES #3007	3096555	LF 3/4 MPT x 1INS ELL *X	10/10/24	13.09	.00	
Total 28-59-150-570.0 REPAIRS - BUILDING AND GROUNDS:				4,413.19	.00	
28-59-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
LES SCHWAB TIRE CENTERS	12500455117	F350 Tires and Tool Cat Tires.	09/17/24	1,596.64	.00	
Total 28-59-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				1,596.64	.00	
28-59-150-590.0 REPAIRS - OTHER EQUIPMENT						
FAIRBANK EQUIPMENT INC	S2517080.001	HYPRO SWITCH KIT	10/09/24	277.49	.00	
JERRY'S AUTO PARTS	419649	WELL NUT	10/08/24	13.36	.00	
LES SCHWAB TIRE CENTERS	12500454281	MOBILE TRUCK FEE	09/10/24	134.99	.00	
LES SCHWAB TIRE CENTERS	12500455887	F350 Tires and Tool Cat Tires	09/23/24	1,560.00	.00	
TURF EQUIPMENT & IRRIGATION	766674-00	NUTS AND BOLTS	10/04/24	46.36	.00	
TURF EQUIPMENT & IRRIGATION	766674-01	BUSHING, LOCKNUT, BOLT, HITCH	10/04/24	462.16	.00	
Total 28-59-150-590.0 REPAIRS - OTHER EQUIPMENT:				2,494.36	.00	
Total RECREATION - PARKS:				34,311.90	.00	
Total RECREATION FUND:				36,662.21	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
AIRPORT FUND						
29-22540 HANGAR DEPOSIT						
SCOTT, JOSEPH B	20241004	REFUND HANGAR WAITING LIST	10/04/24	500.00	.00	
Total 29-22540 HANGAR DEPOSIT:				500.00	.00	
Total :				500.00	.00	
AIRPORT FUND REVENUE						
29-30-070-900.0 MISCELLANEOUS REVENUE						
SCOTT, JOSEPH B	20241004	ADMINISTRATION FEE	10/04/24	100.00-	.00	
Total 29-30-070-900.0 MISCELLANEOUS REVENUE:				100.00-	.00	
Total AIRPORT FUND REVENUE:				100.00-	.00	
AIRPORT DEPARTMENT						
29-56-150-350.0 ENGINEER SERVICES						
ARDURRA GROUP INC	05113 - 14159	CONTINUING SERVICES AGREEMENT	09/30/24	1,200.00	.00	
Total 29-56-150-350.0 ENGINEER SERVICES:				1,200.00	.00	
29-56-150-490.0 HEAT, LIGHTS, AND UTILITIES						
MCCALL, CITY OF	1024-125601	WATER	10/12/24	52.63	.00	
MCCALL, CITY OF	1024-125631	WATER	10/12/24	106.95	.00	
MCCALL, CITY OF	1024-131601	WATER	10/12/24	52.63	.00	
Total 29-56-150-490.0 HEAT, LIGHTS, AND UTILITIES:				212.21	.00	
29-56-150-500.0 RENTAL - OFFICE EQUIPMENT						
XEROX FINANCIAL SERVICES	6336827	AIRPORT C405DN	10/11/24	72.47	.00	
Total 29-56-150-500.0 RENTAL - OFFICE EQUIPMENT:				72.47	.00	
29-56-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
JERRY'S AUTO PARTS	419085	BULK TRAILER WIRE	10/04/24	89.00	.00	
JERRY'S AUTO PARTS	419097	RELAY, ROCKER, LED	10/04/24	16.62	.00	
MAY HARDWARE INC.	114637	MISC FASTENERS	10/07/24	3.42	.00	
MAY HARDWARE INC.	114668	MISC FASTENERS	10/07/24	3.42	.00	
Total 29-56-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				112.46	.00	
29-56-200-701.0 INFIELD DEVEL. - UTILITY EXT.						
ARDURRA GROUP INC	05113 - 14159	INFIELD AREA UTILITY MASTER PLAN	09/30/24	120.00	.00	
Total 29-56-200-701.0 INFIELD DEVEL. - UTILITY EXT.:				120.00	.00	
29-56-350-510.0 CAT LEASE 950M - PRINCIPAL						
SUMMIT NATIONAL BANK	14567 11-04-24	2022 CAT 950M WHEEL LOADER SN#J1S04370 LEASE 14567	10/04/24	33,371.39	.00	
Total 29-56-350-510.0 CAT LEASE 950M - PRINCIPAL:				33,371.39	.00	
29-56-350-511.0 CAT LEASE 950M - INTEREST						
SUMMIT NATIONAL BANK	14567 11-04-24	2022 CAT 950M WHEEL LOADER SN#J1S04370 LEASE 14567	10/04/24	13,645.34	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 29-56-350-511.0 CAT LEASE 950M - INTEREST:				13,645.34	.00	
Total AIRPORT DEPARTMENT:				48,733.87	.00	
Total AIRPORT FUND:				49,133.87	.00	
LOCAL OPTION TAX FUND						
LOCAL OPTION TAX DEPARTMENT						
31-49-200-702.0 MAINTENANCE IMPROVMNT PROJECTS						
COLUMN SOFTWARE PBC	1 D06BADA-0111	PW Invitation to Bid Chip and Fog Seal	10/07/24	106.13	.00	
COLUMN SOFTWARE PBC	1D06BADA-0110	PW Invitation to Bid Microsurfacing	10/07/24	107.60	.00	
Total 31-49-200-702.0 MAINTENANCE IMPROVMNT PROJECTS:				213.73	.00	
31-49-200-708.0 DAVIS-THOMPSON-SMB-MISSION						
COLUMN SOFTWARE PBC	1 D06BADA-0114	IT B Davis Ave Phase 2	10/11/24	150.35	.00	
Total 31-49-200-708.0 DAVIS-THOMPSON-SMB-MISSION:				150.35	.00	
31-49-200-711.0 MISSION ST CRABS (LAKE TO ID)						
COLUMN SOFTWARE PBC	1D06BADA-0117	PW IT B Mission St CRABS 2787060	10/14/24	140.03	.00	
Total 31-49-200-711.0 MISSION ST CRABS (LAKE TO ID):				140.03	.00	
Total LOCAL OPTION TAX DEPARTMENT:				504.11	.00	
Total LOCAL OPTION TAX FUND:				504.11	.00	
LIBRARY CONSTRUCTION FUND						
LIBRARY CONSTR. FUND DEPART.						
32-40-200-701.0 LIBRARY CONSTRUCTION COSTS						
AVI SYSTEMS INC	89002850	AV Systems for Library - Approved by Council	10/11/24	48,189.58	.00	
CM COMPANY INC	1915-00027	MCCALL PUBLIC LIBRARY	09/30/24	275,709.00	.00	
Total 32-40-200-701.0 LIBRARY CONSTRUCTION COSTS:				323,898.58	.00	
Total LIBRARY CONSTR. FUND DEPART.:				323,898.58	.00	
Total LIBRARY CONSTRUCTION FUND:				323,898.58	.00	
GEN OBLIG DEBT SERVICE FUND						
GEN. OBLIG. DEBT SERVICE DEPT.						
40-40-150-300.0 PROFESSIONAL SERVICES						
ZIONS BANK	20241005	ANNUAL PAYING AGENT FEE	10/05/24	500.00	.00	
Total 40-40-150-300.0 PROFESSIONAL SERVICES:				500.00	.00	
Total GEN. OBLIG. DEBT SERVICE DEPT.:				500.00	.00	
Total GEN OBLIG DEBT SERVICE FUND:				500.00	.00	
GOLF FUND						
GOLF PRO SHOP DEPARTMENT						
54-84-150-211.0 PRO SHOP MERCHANDISE						
ACUSHNET COMPANY	919010236	LEVI ELLIS	09/28/24	135.44	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 54-84-150-211.0 PRO SHOP MERCHANDISE:				135.44	.00	
54-84-150-490.0 HEAT, LIGHTS, AND UTILITIES						
MCCALL, CITY OF	1024-176501	WATER	10/12/24	391.45	.00	
Total 54-84-150-490.0 HEAT, LIGHTS, AND UTILITIES:				391.45	.00	
54-84-150-500.0 RENTAL - OFFICE EQUIPMENT						
XEROX FINANCIAL SERVICES	6336826	C605X LEASE PAYMENT	10/11/24	85.51	.00	
Total 54-84-150-500.0 RENTAL - OFFICE EQUIPMENT:				85.51	.00	
Total GOLF PRO SHOP DEPARTMENT:				612.40	.00	
GOLF OPERATIONS DEPARTMENT						
54-85-150-210.0 DEPARTMENT SUPPLIES						
ALSCO	LBOI2209152	SHOP TOWELS, LAUNDRY BAG, COVERALLS	09/03/24	34.67	.00	
ALSCO	LBOI2214804	SHOP TOWELS, LAUNDRY BAG, COVERALLS	09/24/24	34.67	.00	
ALSCO	LBOI2216705	SHOP TOWELS, LAUNDRY BAG, COVERALLS	10/01/24	34.67	.00	
ALSCO	LBOI2218512	SHOP TOWELS, LAUNDRY BAG, COVERALLS	10/08/24	34.67	.00	
ALSCO	LBOI2220426	SHOP TOWELS, LAUNDRY BAG, COVERALLS	10/15/24	34.67	.00	
SAFETY-KLEEN SYSTEMS INC	95383782	WASHER SOLVENT	09/27/24	156.75	.00	
Total 54-85-150-210.0 DEPARTMENT SUPPLIES:				330.10	.00	
54-85-150-227.0 IRRIGATION MAINTENANCE						
IDAHO GOLF COURSE SUPER. ASSO	3628	Case of 8 Rain Bird 722 sprinklers	10/13/24	1,287.50	.00	
Total 54-85-150-227.0 IRRIGATION MAINTENANCE:				1,287.50	.00	
54-85-150-240.0 MINOR EQUIPMENT						
TURF EQUIPMENT & IRRIGATION	3027678-00	Leaf Mulching Kits	10/01/24	1,287.00	.00	
Total 54-85-150-240.0 MINOR EQUIPMENT:				1,287.00	.00	
54-85-150-490.0 HEAT, LIGHTS, AND UTILITIES						
MCCALL, CITY OF	1024-176451	WATER	10/12/24	56.01	.00	
Total 54-85-150-490.0 HEAT, LIGHTS, AND UTILITIES:				56.01	.00	
54-85-150-500.0 RENTAL - OFFICE EQUIPMENT						
XEROX FINANCIAL SERVICES	6343383	C605 LEASE PAYMENT	10/14/24	138.54	.00	
Total 54-85-150-500.0 RENTAL - OFFICE EQUIPMENT:				138.54	.00	
54-85-200-704.0 CLUBHOUSE IMPROVEMENTS						
CRESTLINE ENGINEERS INC.	4376	Manage construction Phase 2 Ramp/Stairs at Clubhouse	10/02/24	362.50	.00	
Total 54-85-200-704.0 CLUBHOUSE IMPROVEMENTS:				362.50	.00	
Total GOLF OPERATIONS DEPARTMENT:				3,461.65	.00	
Total GOLF FUND:				4,074.05	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
WATER FUND						
WATER DISTRIBUTION						
60-64-100-156.0 CLOTHING/UNIFORMS						
ALSCO	LBOI2213210	WORK SHIRTS - IVAN	09/24/24	10.80	.00	
ALSCO	LBOI2214805	WORK SHIRTS	09/24/24	53.21	.00	
ALSCO	LBOI2215094	WORK SHIRTS - IVAN	09/24/24	10.80	.00	
ALSCO	LBOI2218513	WORK SHIRTS	10/08/24	57.90	.00	
Total 60-64-100-156.0 CLOTHING/UNIFORMS:				132.71	.00	
60-64-150-210.0 DEPARTMENT SUPPLIES						
MAY HARDWARE INC.	114186	SOCKET, PVC PIPE	10/01/24	22.11	.00	
MAY HARDWARE INC.	114441	PV RP CPL S40 2" CX2" C	10/04/24	35.98	.00	
MAY HARDWARE INC.	114445	COMPRESSION COUPLING	10/04/24	5.40	.00	
MAY HARDWARE INC.	114539	ML T SRFC CLNR PNE 80FLOZ	10/05/24	30.58	.00	
MAY HARDWARE INC.	114655	CULTIVATOR COMFORT GEL, FUNNEL, JUG	10/07/24	61.17	.00	
MAY HARDWARE INC.	114917	RATCHET PIPE CUTR	10/09/24	28.79	.00	
Total 60-64-150-210.0 DEPARTMENT SUPPLIES:				173.23	.00	
60-64-150-300.0 PROFESSIONAL SERVICES						
DIGLINE INC.	0075018-IN	CITY OF MCCALL WATER ADDITIONAL CALLS	09/30/24	115.05	.00	
Total 60-64-150-300.0 PROFESSIONAL SERVICES:				115.05	.00	
60-64-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
NORTHWEST EQUIPMENT SALES INC	352388BP	DRIVELINE ASSY	10/09/24	649.28	.00	
Total 60-64-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				649.28	.00	
60-64-150-591.0 REPAIRS - WATER METERS/MXU'S						
FERGUSON ENTERPRISES #3007	0904196	24 M/HOLE CVR W/NEPTUNE REC OS HOLE	10/10/24	427.42	.00	
Total 60-64-150-591.0 REPAIRS - WATER METERS/MXU'S:				427.42	.00	
60-64-200-720.0 LINE REPLACEMNT - CITY WIDE						
HDR ENGINEERING INC	1200662276	CEI task order for HDR for Cammy, Chula, Sunset, Placid Water Main Replacement 2023 project	10/11/24	196.27	.00	
Total 60-64-200-720.0 LINE REPLACEMNT - CITY WIDE:				196.27	.00	
Total WATER DISTRIBUTION:				1,693.96	.00	
WATER TREATMENT						
60-65-150-210.0 DEPARTMENT SUPPLIES						
ALSCO	LBOI2214805	SHOP TOWELS, DUST MOP, WET MOP, MATS	09/24/24	74.49	.00	
ALSCO	LBOI2218513	SHOP TOWELS, DUST MOP, WET MOP, MATS	10/08/24	74.49	.00	
MAY HARDWARE INC.	114144	WALL CLOCK	10/01/24	13.49	.00	
MAY HARDWARE INC.	114861	TRANSFER PUMP, TUBE BRAID	10/09/24	27.81	.00	
Total 60-65-150-210.0 DEPARTMENT SUPPLIES:				190.28	.00	
60-65-150-300.0 PROFESSIONAL SERVICES						
CARRIER CORPORATION	90399964	Continuance of Carrier Service Agreement - HVAC at WTP	10/01/24	1,720.68	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 60-65-150-300.0 PROFESSIONAL SERVICES:				1,720.68	.00	
60-65-150-350.0 ENGINEER SERVICES						
CONTROL ENGINEERS PA	30769	GENERAL SUPPORT SVCS FY2024	10/01/24	185.00	.00	
Total 60-65-150-350.0 ENGINEER SERVICES:				185.00	.00	
60-65-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
COLUMN SOFTWARE PBC	1 D06BADA-0112	PW Public Education for Lead	10/07/24	146.30	.00	
COLUMN SOFTWARE PBC	1 D06BADA-0113	PW Information about your drinking water 2762560	10/07/24	72.73	.00	
Total 60-65-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				219.03	.00	
60-65-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
JERRY'S AUTO PARTS	419843	TRANS PU	10/09/24	65.85	.00	
Total 60-65-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				65.85	.00	
Total WATER TREATMENT:				2,380.84	.00	
Total WATER FUND:				4,074.80	.00	
DT W URBAN RENEWAL PRJ.						
DT W URBAN RENEWAL PRJ EXPNSSES						
91-40-150-300.0 PROFESSIONAL SERVICES						
ELAM & BURKE PA	210812	URBAN RENEWAL PLAN #2	09/30/24	1,125.00	.00	
ELAM & BURKE PA	210813	GENERAL - URBAN RENEWAL	09/30/24	331.00	.00	
REDEVELOPMENT ASSOC. OF IDAHO	M16013FY25	2024 MEMBERSHIP DUES	10/01/24	250.00	.00	
REDEVELOPMENT ASSOC. OF IDAHO	M16013FY25	2024 LEGISLATIVE CONTRIBUTION	10/01/24	200.00	.00	
Total 91-40-150-300.0 PROFESSIONAL SERVICES:				1,906.00	.00	
Total DT W URBAN RENEWAL PRJ EXPNSSES:				1,906.00	.00	
Total DT W URBAN RENEWAL PRJ.:				1,906.00	.00	
Grand Totals:				539,655.73	718.80	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
A-1 HEATING & AIR					
1145	A-1 HEATING & AIR	594257	BREAK ROOM FURNACE REPAIR	10/02/24	42.00
Total A-1 HEATING & AIR:					42.00
ACUSHNET COMPANY					
1654	ACUSHNET COMPANY	919010236	LEVI ELLIS	09/28/24	135.44
Total ACUSHNET COMPANY:					135.44
ADVOCATES FOR THE WEST					
1322	ADVOCATES FOR THE WEST	20240916	REFUNDS DEPOSIT LEGACY - CONSERVATION EVENT	09/16/24	150.00
Total ADVOCATES FOR THE WEST:					150.00
ALSCO					
2300	ALSCO	LBOI2209152	SHOP TOWELS, LAUNDRY BAG, COVERALLS	09/03/24	34.67
2300	ALSCO	LBOI2212915	7 MATS	09/17/24	34.90
2300	ALSCO	LBOI2213210	WORK SHIRTS - IVAN	09/24/24	10.80
2300	ALSCO	LBOI2214804	SHOP TOWELS, LAUNDRY BAG, COVERALLS	09/24/24	34.67
2300	ALSCO	LBOI2214805	SHOP TOWELS, DUST MOP, WET MOP, MATS	09/24/24	74.49
2300	ALSCO	LBOI2214805	WORK SHIRTS	09/24/24	53.21
2300	ALSCO	LBOI2214808	7 MATS	09/24/24	34.90
2300	ALSCO	LBOI2215094	WORK SHIRTS - IVAN	09/24/24	10.80
2300	ALSCO	LBOI2216705	SHOP TOWELS, LAUNDRY BAG, COVERALLS	10/01/24	34.67
2300	ALSCO	LBOI2216708	7 MATS	10/01/24	34.90
2300	ALSCO	LBOI2218505	SHOP TOWELS, MATS	10/08/24	28.68
2300	ALSCO	LBOI2218505	COVERALL JAKE & JOHNNY	10/08/24	83.69
2300	ALSCO	LBOI2218512	SHOP TOWELS, LAUNDRY BAG, COVERALLS	10/08/24	34.67
2300	ALSCO	LBOI2218513	SHOP TOWELS, DUST MOP, WET MOP, MATS	10/08/24	74.49
2300	ALSCO	LBOI2218513	WORK SHIRTS	10/08/24	57.90
2300	ALSCO	LBOI2218516	7 MATS	10/08/24	34.90
2300	ALSCO	LBOI2218518	6 MATS	10/08/24	38.75
2300	ALSCO	LBOI2220426	SHOP TOWELS, LAUNDRY BAG, COVERALLS	10/15/24	34.67
2300	ALSCO	LBOI2220433	6 MATS	10/15/24	38.75
Total ALSCO:					784.51
AMAZON CAPITAL SERVICES INC					
2321	AMAZON CAPITAL SERVICES IN	117Q-KPK7-K	BOOKS	10/15/24	34.94
2321	AMAZON CAPITAL SERVICES IN	117Q-KPK7-K	YOUNG ADULT MATERIALS	10/15/24	62.45
2321	AMAZON CAPITAL SERVICES IN	1MVT-CJYN-N	BOOKS	10/15/24	111.56
2321	AMAZON CAPITAL SERVICES IN	1MVT-CJYN-N	CHILDREN'S BOOKS	10/15/24	14.99
Total AMAZON CAPITAL SERVICES INC:					223.94

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
ARDURRA GROUP INC					
1965	ARDURRA GROUP INC	05113 - 14159	CONTINUING SERVICES AGREEEMENT	09/30/24	1,200.00
1965	ARDURRA GROUP INC	05113 - 14159	INFIELD AREA UTILITY MASTER PLAN	09/30/24	120.00
Total ARDURRA GROUP INC:					1,320.00
AVI SYSTEMS INC					
1298	AVI SYSTEMS INC	89001033	Teams streaming interface device. Automates streaming	10/07/24	8,228.67
1298	AVI SYSTEMS INC	89002100	Autmotaed movie drop screen for Library Community room	10/09/24	3,461.25
1298	AVI SYSTEMS INC	89002850	AV Systems for Library - Approved by Council	10/11/24	48,189.58
1298	AVI SYSTEMS INC	89003125	Streaming equipment	10/14/24	6,781.99
Total AVI SYSTEMS INC:					66,661.49
BAKER & TAYLOR BOOKS					
3700	BAKER & TAYLOR BOOKS	2038607396	BOOKS	10/04/24	249.36
3700	BAKER & TAYLOR BOOKS	2038607396	CHILDREN'S BOOK	10/04/24	31.38
3700	BAKER & TAYLOR BOOKS	2038607396	YOUNG ADULT MATERIALS	10/04/24	12.00
Total BAKER & TAYLOR BOOKS:					292.74
BEST WESTERN COEUR D'ALENE INN					
4270	BEST WESTERN COEUR D'ALE	36265	REID INTERVIEW - RONAY	10/11/24	496.94
Total BEST WESTERN COEUR D'ALENE INN:					496.94
BOISE OFFICE EQUIPMENT					
4870	BOISE OFFICE EQUIPMENT	IN4430758	XEROX XALC8045'S OVERAGE CHARGE - LIBRARY 09/10/2024 TO 10/09/2024	10/09/24	68.36
4870	BOISE OFFICE EQUIPMENT	IN4430758	XEROX XALC8045'S OVERAGE CHARGE - PUBLIC WORKS 09/10/2024 TO 10/09/2024	10/09/24	47.27
4870	BOISE OFFICE EQUIPMENT	IN4430758	XEROX XALC8070H2 OVERAGE CHARGE - ADMIN 09/10/2024 TO 10/09/2024	10/09/24	166.84
Total BOISE OFFICE EQUIPMENT:					282.47
BORK, STEFANIE					
5120	BORK, STEFANIE	20241014	NRPA CONFERENCE - SNACKS, COFFEE	10/14/24	25.00
Total BORK, STEFANIE:					25.00
BUILDERS FIRSTSOURCE INC.					
5763	BUILDERS FIRSTSOURCE INC.	89782370	CONCRETE MIX	10/02/24	181.80
Total BUILDERS FIRSTSOURCE INC.:					181.80

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
C & N ELECTRICAL CONSTRUCTION					
5985	C & N ELECTRICAL CONSTRUC	3205	DEDICATED POWER FOR CAMERA	07/09/24	936.59
Total C & N ELECTRICAL CONSTRUCTION:					936.59
CARRIER CORPORATION					
99983	CARRIER CORPORATION	90399964	Continuance of Carrier Service Agreement - HVAC at WTP	10/01/24	1,720.68
Total CARRIER CORPORATION:					1,720.68
CDW GOVERNMENT INC.					
6530	CDW GOVERNMENT INC.	AA9681K	Logitech Rally Mic Pod	10/10/24	629.98
6530	CDW GOVERNMENT INC.	AA9681K	Logitech Tap Scheduler	10/10/24	1,258.20
Total CDW GOVERNMENT INC.:					1,888.18
CLEARWATER CONCRETE INC.					
7080	CLEARWATER CONCRETE INC.	20401	Appr. 7 yards concrete - curbs & slabs around the Parks shop	09/30/24	2,033.50
Total CLEARWATER CONCRETE INC.:					2,033.50
CM COMPANY INC					
5952	CM COMPANY INC	1915-00027	MCCALL PUBLIC LIBRARY	09/30/24	275,709.00
Total CM COMPANY INC:					275,709.00
COLUMN SOFTWARE PBC					
2652	COLUMN SOFTWARE PBC	1 D06BADA-01	PW Invitation to Bid Chip and Fog Seal	10/07/24	106.13
2652	COLUMN SOFTWARE PBC	1 D06BADA-01	PW Public Education for Lead	10/07/24	146.30
2652	COLUMN SOFTWARE PBC	1 D06BADA-01	PW Information about your drinking water 2762560	10/07/24	72.73
2652	COLUMN SOFTWARE PBC	1 D06BADA-01	IT B Davis Ave Phase 2	10/11/24	150.35
2652	COLUMN SOFTWARE PBC	1D06BADA-01	2024-10-24 - LU - PN - City Council 2739920	10/01/24	48.49
2652	COLUMN SOFTWARE PBC	1D06BADA-01	PW Invitation to Bid Microsurfacing	10/07/24	107.60
2652	COLUMN SOFTWARE PBC	1D06BADA-01	2024-11-05 - LU - McCall P&Z 2784620	10/11/24	63.54
2652	COLUMN SOFTWARE PBC	1D06BADA-01	2024-11-07 - LU - PUD-23-04 2785850	10/14/24	53.50
2652	COLUMN SOFTWARE PBC	1D06BADA-01	PW IT B Mission St CRABS 2787060	10/14/24	140.03
Total COLUMN SOFTWARE PBC:					888.67
CONCRETE CONSTRUCTION SUPPLY					
7670	CONCRETE CONSTRUCTION S	M069817	WEATHERWORKER 40, CHAPIN EXTREAM SPRAYER	10/09/24	480.00
Total CONCRETE CONSTRUCTION SUPPLY:					480.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
CONTROL ENGINEERS PA					
7785	CONTROL ENGINEERS PA	30769	GENERAL SUPPORT SVCS FY2024	10/01/24	185.00
Total CONTROL ENGINEERS PA:					185.00
CRESTLINE ENGINEERS INC.					
8190	CRESTLINE ENGINEERS INC.	4376	Manage construction Phase 2 Ramp/Stairs at Clubhouse	10/02/24	362.50
Total CRESTLINE ENGINEERS INC.:					362.50
CS2 LLC					
2983	CS2 LLC	298592	DBL WATER PAYMENT FOR MAY	10/14/24	52.63
Total CS2 LLC:					52.63
DANS TREE SERVICE					
3894	DANS TREE SERVICE	INV1091	REMOVE DEAD POPLAR ON THULA ST	10/09/24	750.00
Total DANS TREE SERVICE:					750.00
DIGLINE INC.					
9140	DIGLINE INC.	0075018-IN	CITY OF MCCALL FIBER ADDITIONAL CALLS	09/30/24	19.50
9140	DIGLINE INC.	0075018-IN	CITY OF MCCALL STREETS ADDITIONAL CALLS	09/30/24	85.80
9140	DIGLINE INC.	0075018-IN	CITY OF MCCALL WATER ADDITIONAL CALLS	09/30/24	115.05
9140	DIGLINE INC.	0075018-IN	CITY OF MCCALL PARKS ADDITIONAL CALLS	09/30/24	11.70
Total DIGLINE INC.:					232.05
EDNETICS INC					
3184	EDNETICS INC	INV-132295	Meraki 48 port switch	10/15/24	2,962.49
Total EDNETICS INC:					2,962.49
ELAM & BURKE PA					
9880	ELAM & BURKE PA	210812	URBAN RENEWAL PLAN #2	09/30/24	1,125.00
9880	ELAM & BURKE PA	210813	GENERAL - URBAN RENEWAL	09/30/24	331.00
Total ELAM & BURKE PA:					1,456.00
ERS EMERGENCY RESPONDER SERVICES INC					
10000	ERS EMERGENCY RESPONDE	24-349 ID	Purchase of new patrol equipment and upfitting costs for 3 new patrol vehicles.	09/30/24	11,918.18
10000	ERS EMERGENCY RESPONDE	24-350 ID	Purchase of new patrol equipment and upfitting costs for 3 new patrol vehicles.	09/30/24	11,918.18
10000	ERS EMERGENCY RESPONDE	24-351 ID	Purchase of new patrol equipment and upfitting costs for 3 new patrol		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
			vehicles.	09/30/24	5,573.68
Total ERS EMERGENCY RESPONDER SERVICES INC:					29,410.04
FAIRBANK EQUIPMENT INC					
2635	FAIRBANK EQUIPMENT INC	S2517080.001	HYPRO SWITCH KIT	10/09/24	277.49
Total FAIRBANK EQUIPMENT INC:					277.49
FERGUSON ENTERPRISES #3007					
26140	FERGUSON ENTERPRISES #30	0904196	24 M/HOLE CVR W/NEPTUNE REC OS HOLE	10/10/24	427.42
26140	FERGUSON ENTERPRISES #30	3096555	LF 3/4 MPT x 1INS ELL *X	10/10/24	13.09
Total FERGUSON ENTERPRISES #3007:					440.51
FRANKLIN BUILDING SUPPLY					
11280	FRANKLIN BUILDING SUPPLY	2065763	6620TF - 6X6-20' #2&BTR .60 TREATED FIR, 6X6-10 TREATED FIR	10/11/24	753.42
11280	FRANKLIN BUILDING SUPPLY	2067412	6x6-20 TREATED FIR	10/14/24	273.97
Total FRANKLIN BUILDING SUPPLY:					1,027.39
FRANZ WITTE - McCALL LLC					
11312	FRANZ WITTE - McCALL LLC	220000051892	FERTILIZER TABLETS	07/17/24	28.77
11312	FRANZ WITTE - McCALL LLC	220000052188	FOREST COMPOST	07/24/24	155.20
11312	FRANZ WITTE - McCALL LLC	220000052271	BARK	07/25/24	214.40
11312	FRANZ WITTE - McCALL LLC	220000052391	BIOPLEX TABLET	07/29/24	557.60
11312	FRANZ WITTE - McCALL LLC	220000052391	NITRILE GLOVES	07/29/24	7.19
11312	FRANZ WITTE - McCALL LLC	220000052421	BARK	07/30/24	214.40
Total FRANZ WITTE - McCALL LLC:					1,177.56
GAVIN RERUCHA & DENNY STEWART					
4395	GAVIN RERUCHA & DENNY STE	20240916	REFUND DEPOSIT BROWN PARK WEDDING	09/16/24	150.00
Total GAVIN RERUCHA & DENNY STEWART:					150.00
GEM STATE PAPER & SUPPLY					
11940	GEM STATE PAPER & SUPPLY	3096352	40-45 GAL BAGS, NITRILE GLOVES, FOAM HAND SOAP, CORELESS TISSUE, CORE JUMBO	10/10/02	968.95
Total GEM STATE PAPER & SUPPLY:					968.95
HDR ENGINEERING INC					
2659	HDR ENGINEERING INC	1200662276	CEI task order for HDR for Cammy, Chula, Sunset, Placid Water Main Replacement 2023 project	10/11/24	196.27
Total HDR ENGINEERING INC:					196.27

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
HEARTLAND WINDOW &					
13385	HEARTLAND WINDOW &	3772	CARPET AND FURNITURE CLEANING	09/26/24	400.00
13385	HEARTLAND WINDOW &	3777	CARPET AND FURNITURE CLEANING - LEGION HALL\	09/26/24	400.00
Total HEARTLAND WINDOW &:					800.00
HORROCKS LLC					
14123	HORROCKS LLC	89421	Miscellaneous GIS Services	09/30/24	14,626.00
Total HORROCKS LLC:					14,626.00
IDAHO CHILD SUPPORT RECEIPTING					
14860	IDAHO CHILD SUPPORT RECEI	20241018 - 10	CASE# - 452852	10/18/24	162.18
14860	IDAHO CHILD SUPPORT RECEI	20241018 - 3	CASE# - 465515	10/18/24	300.00
14860	IDAHO CHILD SUPPORT RECEI	20241018 - 6	CASE# - 395109	10/18/24	106.62
Total IDAHO CHILD SUPPORT RECEIPTING:					568.80
IDAHO GOLF COURSE SUPER. ASSOC					
15140	IDAHO GOLF COURSE SUPER.	3628	Case of 8 Rain Bird 722 sprinklers	10/13/24	1,287.50
Total IDAHO GOLF COURSE SUPER. ASSOC:					1,287.50
JERRY'S AUTO PARTS					
16890	JERRY'S AUTO PARTS	418687	OIL FILTER	10/02/24	63.96
16890	JERRY'S AUTO PARTS	419085	BULK TRAILER WIRE	10/04/24	89.00
16890	JERRY'S AUTO PARTS	419097	RELAY, ROCKER, LED	10/04/24	16.62
16890	JERRY'S AUTO PARTS	419412	RIVETS	10/07/24	137.35
16890	JERRY'S AUTO PARTS	419649	WELL NUT	10/08/24	13.36
16890	JERRY'S AUTO PARTS	419825	KEYLESS ENTRY REMOTE	10/09/24	34.33
16890	JERRY'S AUTO PARTS	419843	TRANS PU	10/09/24	65.85
16890	JERRY'S AUTO PARTS	419871	WIPER BLADE	10/09/24	25.88
16890	JERRY'S AUTO PARTS	420114	OIL ABSORBENT	10/10/24	52.00
16890	JERRY'S AUTO PARTS	420720	CANISTER PURGE VALVE	10/14/24	39.66
Total JERRY'S AUTO PARTS:					538.01
J-U-B ENGINEERS INC					
5932	J-U-B ENGINEERS INC	0177777	Design & Engineering Services - for - Dienhard Bridge non-motorized boat ramp & gravel parking area.	09/30/24	14,344.05
Total J-U-B ENGINEERS INC:					14,344.05
LAWSON PRODUCTS INC.					
18440	LAWSON PRODUCTS INC.	9311894505	SHOP SUPPLIES	10/02/24	115.99
Total LAWSON PRODUCTS INC.:					115.99
LES SCHWAB TIRE CENTERS					
18700	LES SCHWAB TIRE CENTERS	12500454281	MOBILE TRUCK FEE	09/10/24	134.99
18700	LES SCHWAB TIRE CENTERS	12500454652	THRUST ANGLE ALIGNMENT	09/11/24	114.99

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
18700	LES SCHWAB TIRE CENTERS	12500455117	F350 Tires and Tool Cat Tires.	09/17/24	1,596.64
18700	LES SCHWAB TIRE CENTERS	12500455887	F350 Tires and Tool Cat Tires	09/23/24	1,560.00
Total LES SCHWAB TIRE CENTERS:					3,406.62
MAY HARDWARE INC.					
20160	MAY HARDWARE INC.	114144	WALL CLOCK	10/01/24	13.49
20160	MAY HARDWARE INC.	114186	SOCKET, PVC PIPE	10/01/24	22.11
20160	MAY HARDWARE INC.	114316	CARB, GASKET	10/03/24	98.48
20160	MAY HARDWARE INC.	114367	TAPE	10/03/24	8.59
20160	MAY HARDWARE INC.	114389	CARPET STAIN REMOVER	10/03/24	8.63
20160	MAY HARDWARE INC.	114441	PV RP CPL S40 2" CX2" C	10/04/24	35.98
20160	MAY HARDWARE INC.	114445	COMPRESSION COUPLING	10/04/24	5.40-
20160	MAY HARDWARE INC.	114539	ML T SRFC CLNR PNE 80FLOZ	10/05/24	30.58
20160	MAY HARDWARE INC.	114637	MISC FASTENERS	10/07/24	3.42
20160	MAY HARDWARE INC.	114655	CULTIVATOR COMFORT GEL, FUNNEL, JUG	10/07/24	61.17
20160	MAY HARDWARE INC.	114668	MISC FASTENERS	10/07/24	3.42
20160	MAY HARDWARE INC.	114851	MISC FASTENERS	10/09/24	4.81
20160	MAY HARDWARE INC.	114861	TRANSFER PUMP, TUBE BRAID	10/09/24	27.81
20160	MAY HARDWARE INC.	114874	TAPE, GREASE TUBE	10/09/24	15.81
20160	MAY HARDWARE INC.	114876	LOCK MERCHANDISE SOLD	10/09/24	136.80
20160	MAY HARDWARE INC.	114877	LOCK MERCHANDISE SOLD	10/09/24	34.20-
20160	MAY HARDWARE INC.	114880	MINI NOSE PLIER	10/09/24	13.49
20160	MAY HARDWARE INC.	114917	RATCHET PIPE CUTR	10/09/24	28.79
20160	MAY HARDWARE INC.	114920	PUTTY KNIFE, DROP CLOTH, BRUSH, CONTAINERS	10/09/24	18.49
20160	MAY HARDWARE INC.	114980	CAM LOCK	10/10/24	134.98-
20160	MAY HARDWARE INC.	115083	SCRUBBER, DEGREASER	10/11/24	22.12
20160	MAY HARDWARE INC.	115112	MISC FASTENERS	10/11/24	5.74
20160	MAY HARDWARE INC.	115260	SPADE BIT	10/14/24	11.69
20160	MAY HARDWARE INC.	115332	COMBINATION PADLOCK	10/14/24	24.29
20160	MAY HARDWARE INC.	115372	9V BATTERY	10/15/24	18.99
20160	MAY HARDWARE INC.	115388	CHANNEL LOCK	10/15/24	20.69
20160	MAY HARDWARE INC.	115401	BALL VLV	10/15/24	28.78
20160	MAY HARDWARE INC.	115411	SPRAY PAINT	10/15/24	45.50
20160	MAY HARDWARE INC.	115437	MARKING PAINTS	10/15/24	62.94
20160	MAY HARDWARE INC.	115438	MARKING PAINT EXCHANGE	10/15/24	.00
Total MAY HARDWARE INC.:					598.03
MCCALL CLEANERS					
4225	MCCALL CLEANERS	#PW20240930	PW BUILDING COMMERCIAL CLEAN	09/30/24	320.00
Total MCCALL CLEANERS:					320.00
MCCALL, CITY OF					
6960	MCCALL, CITY OF	1024-100461	WATER	10/12/24	105.26
6960	MCCALL, CITY OF	1024-125601	WATER	10/12/24	52.63
6960	MCCALL, CITY OF	1024-125631	WATER	10/12/24	106.95
6960	MCCALL, CITY OF	1024-131601	WATER	10/12/24	52.63
6960	MCCALL, CITY OF	1024-152752	WATER	10/12/24	59.39
6960	MCCALL, CITY OF	1024-152931	WATER	10/12/24	671.02

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
6960	MCCALL, CITY OF	1024-156201	WATER	10/12/24	1,160.36
6960	MCCALL, CITY OF	1024-166031	WATER	10/12/24	54.32
6960	MCCALL, CITY OF	1024-176451	WATER	10/12/24	56.01
6960	MCCALL, CITY OF	1024-176501	WATER	10/12/24	391.45
6960	MCCALL, CITY OF	1024-182601	WATER	10/12/24	217.28
6960	MCCALL, CITY OF	1024-182652	WATER	10/12/24	380.10
6960	MCCALL, CITY OF	1024-183351	WATER	10/12/24	57.70
6960	MCCALL, CITY OF	1024-184652	WATER	10/12/24	54.32
6960	MCCALL, CITY OF	1024-218691	WATER	10/12/24	6,311.66
Total MCCALL, CITY OF:					9,731.08
NORTHWEST EQUIPMENT SALES INC.					
23102	NORTHWEST EQUIPMENT SAL	352388BP	DRIVELINE ASSY	10/09/24	649.28
Total NORTHWEST EQUIPMENT SALES INC.:					649.28
PITNEY BOWES					
24460	PITNEY BOWES	3319835667	POSTAGE METER RENTAL 8/30-11/29/24	10/11/24	272.13
Total PITNEY BOWES:					272.13
REDEVELOPMENT ASSOC. OF IDAHO					
25593	REDEVELOPMENT ASSOC. OF I	M16013FY25	2024 MEMBERSHIP DUES	10/01/24	250.00
25593	REDEVELOPMENT ASSOC. OF I	M16013FY25	2024 LEGISLATIVE CONTRIBUTION	10/01/24	200.00
Total REDEVELOPMENT ASSOC. OF IDAHO:					450.00
RIDLEY'S FAMILY MARKETS					
25800	RIDLEY'S FAMILY MARKETS	00418531140-4	SHOP KITCHEN SUPPLIES	09/19/24	67.85
25800	RIDLEY'S FAMILY MARKETS	01113241523-4	WORK CLOTHES - SWIFT	10/07/24	174.22
25800	RIDLEY'S FAMILY MARKETS	01113251527-4	BOOTS - SWIFT	10/07/24	127.50
Total RIDLEY'S FAMILY MARKETS:					369.57
ROCKY MOUNTAIN SIGNS & APPAREL					
26280	ROCKY MOUNTAIN SIGNS & AP	27126	BREAST CANCER PATCH STICKERS	09/30/24	162.00
Total ROCKY MOUNTAIN SIGNS & APPAREL:					162.00
SAFETY-KLEEN SYSTEMS INC					
26821	SAFETY-KLEEN SYSTEMS INC	95383782	WASHER SOLVENT	09/27/24	156.75
Total SAFETY-KLEEN SYSTEMS INC:					156.75
SAWATCH LABS					
7526	SAWATCH LABS	INV-11518	EV fleet analysis	09/25/24	9,000.00
Total SAWATCH LABS:					9,000.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
SCOTT, JOSEPH B					
8118	SCOTT, JOSEPH B	20241004	REFUND HANGAR WAITING LIST	10/04/24	500.00
8118	SCOTT, JOSEPH B	20241004	ADMINISTRATION FEE	10/04/24	100.00-
Total SCOTT, JOSEPH B:					400.00
SPARKLIGHT					
28656	SPARKLIGHT	20241008	INTERNET - ACCT # 112663760 OCTOBER	10/08/24	129.21
28656	SPARKLIGHT	20241008	INTERNET - ACCT # 112663760 OCTOBER	10/08/24	129.22
Total SPARKLIGHT:					258.43
STAPLES CONTRACT & COMMERCIAL LLC					
7298	STAPLES CONTRACT & COMM	20241010	COPY PAPER	10/10/24	72.13
7298	STAPLES CONTRACT & COMM	20241010	DISH SOAP	10/10/24	38.99
7298	STAPLES CONTRACT & COMM	20241010	BUSINESS CARD STOCK	10/10/24	8.56
7298	STAPLES CONTRACT & COMM	6013253745	HAND TOWELS	09/30/24	108.33
Total STAPLES CONTRACT & COMMERCIAL LLC:					228.01
Stericycle					
27890	Stericycle	8008616549	SHREDDING	09/30/24	175.77
27890	Stericycle	8008616549	SHREDDING	09/30/24	97.56
Total Stericycle:					273.33
SUMMIT NATIONAL BANK					
7293	SUMMIT NATIONAL BANK	14566 11-4-24	2022 CAT 938M WHEEL LOADER SN#P5K03564 LEASE 14566	10/04/24	9,148.74
7293	SUMMIT NATIONAL BANK	14566 11-4-24	2022 CAT 938M WHEEL LOADER SN#P5K03564 LEASE 14566	10/04/24	16,018.13
7293	SUMMIT NATIONAL BANK	14567 11-04-24	2022 CAT 950M WHEEL LOADER SN#J1S04370 LEASE 14567	10/04/24	13,645.34
7293	SUMMIT NATIONAL BANK	14567 11-04-24	2022 CAT 950M WHEEL LOADER SN#J1S04370 LEASE 14567	10/04/24	33,371.39
Total SUMMIT NATIONAL BANK:					72,183.60
TATES RENTS INC					
71114	TATES RENTS INC	1904174	CORE DRILL, DRILL BITS	10/07/24	106.40
Total TATES RENTS INC:					106.40
TEAMSIDELINE.COM					
29832	TEAMSIDELINE.COM	TS-INV-15098	Annual Subscription Fee for www.mccallrec.com; our recreation registration software	10/01/24	1,090.00
Total TEAMSIDELINE.COM:					1,090.00
TREASURE VALLEY TRANSIT INC.					
30630	TREASURE VALLEY TRANSIT IN	539	50% SEPTEMBER 2024 UTILITIES IN MCCALL TRANSIT		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
			CENTER	09/30/24	279.43
Total TREASURE VALLEY TRANSIT INC.:					279.43
TURF EQUIPMENT & IRRIGATION					
30880	TURF EQUIPMENT & IRRIGATIO	3027678-00	Leaf Mulching Kits	10/01/24	1,287.00
30880	TURF EQUIPMENT & IRRIGATIO	766674-00	NUTS AND BOLTS	10/04/24	46.36
30880	TURF EQUIPMENT & IRRIGATIO	766674-01	BUSHING, LOCKNUT, BOLT, HITCH	10/04/24	462.16
Total TURF EQUIPMENT & IRRIGATION:					1,795.52
U.S. POSTAL SERVICE					
31540	U.S. POSTAL SERVICE	20241014	POSTAGE - METER A/C #18573386	10/14/24	500.00
Total U.S. POSTAL SERVICE:					500.00
UNIFORMS2GEAR INC.					
31175	UNIFORMS2GEAR INC.	INV/2024/10/04	INNER BELT - PALMER	10/14/24	35.99
Total UNIFORMS2GEAR INC.:					35.99
UNITED PARCEL SERVICE					
31280	UNITED PARCEL SERVICE	8459E3414	SHIPPING	09/30/24	68.34
Total UNITED PARCEL SERVICE:					68.34
VALLEY COUNTY					
31640	VALLEY COUNTY	2024-NOVEMB	PD FACILITY LEASE	10/15/24	2,700.00
Total VALLEY COUNTY:					2,700.00
VALLEY COUNTY GUN CLUB INC					
8923	VALLEY COUNTY GUN CLUB IN	2	VCGC MEMBERSHIP FEE	10/01/24	650.00
8923	VALLEY COUNTY GUN CLUB IN	2	ANNUAL RANGE MAINTENANCE FEE	10/01/24	200.00
Total VALLEY COUNTY GUN CLUB INC:					850.00
VALLEY COUNTY PATHWAYS					
31683	VALLEY COUNTY PATHWAYS	6590	BALLOON DISPLAY FOR TRAIL RIBBON CUTTING	10/14/24	230.00
Total VALLEY COUNTY PATHWAYS:					230.00
VALLEY PAVING & ASPHALT INC.					
31900	VALLEY PAVING & ASPHALT INC	12710	Asphalt	09/30/24	1,693.32
31900	VALLEY PAVING & ASPHALT INC	12711	Asphalt	09/30/24	1,272.05
Total VALLEY PAVING & ASPHALT INC.:					2,965.37
VINT, DANIEL & LINDSEY					
8264	VINT, DANIEL & LINDSEY	206621	DBL PAYMENT AT CLOSING	10/14/24	57.70

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total VINT, DANIEL & LINDSEY:					57.70
WAGNER, BESSIEJO					
32219	WAGNER, BESSIEJO	20240919	ICCTFOA CONFERENCE - MILEAGE	09/19/24	142.04
Total WAGNER, BESSIEJO:					142.04
WILLOUGHBY, SHARON					
8659	WILLOUGHBY, SHARON	103041	DBL PAYMENT AT CLOSING	10/14/24	72.38
Total WILLOUGHBY, SHARON:					72.38
WOODS, TARA M.					
33300	WOODS, TARA M.	20241014	NRPA CONFERENCE FLIGHTS - BOOK, WOODS	10/14/24	751.92
Total WOODS, TARA M.:					751.92
WORLD WIDE INTERPRETERS					
33335	WORLD WIDE INTERPRETERS	55150	INTERPRETATION	10/04/24	40.80
Total WORLD WIDE INTERPRETERS:					40.80
XEROX FINANCIAL SERVICES					
2628	XEROX FINANCIAL SERVICES	6336826	C605X LEASE PAYMENT	10/11/24	85.51
2628	XEROX FINANCIAL SERVICES	6336827	PD C405DN	10/11/24	72.47
2628	XEROX FINANCIAL SERVICES	6336827	AIRPORT C405DN	10/11/24	72.47
2628	XEROX FINANCIAL SERVICES	6336827	PD C405DN	10/11/24	72.47
2628	XEROX FINANCIAL SERVICES	6336827	PD C8145h2	10/11/24	394.08
2628	XEROX FINANCIAL SERVICES	6343383	C605 LEASE PAYMENT	10/14/24	138.54
Total XEROX FINANCIAL SERVICES:					835.54
YMC INC.					
33451	YMC INC.	188261	Furnace exhaust pipe.	09/30/24	1,993.29
Total YMC INC.:					1,993.29
ZIONS BANK					
9002	ZIONS BANK	20241005	ANNUAL PAYING AGENT FEE	10/05/24	500.00
Total ZIONS BANK:					500.00
Grand Totals:					539,655.73

**MCCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number
Meeting Date**

**AB 24-211
October 24, 2024**

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>City Licenses Report to Council Per McCall City Code</i>		Mayor / Council		
		City Manager		
		Clerk		Originator
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		COST IMPACT:	n/a	Parks and Recreation
FUNDING SOURCE:	n/a	Airport		
		Library		
TIMELINE:	n/a	Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT:				
<p>Per McCall City Code Title 4 Chapter 9, the City Council has determined the City Clerk shall be delegated the authority to process and grant or deny all alcoholic beverage license applications, other than certain circumstances involving catering permits, which the City Clerk shall review the application for catering permit for completeness and forward said application to the Police Chief. The Police Chief upon receipt of the application shall make a recommendation to the City Clerk to approve or deny the application. Whenever the City Clerk shall determine that an application for alcoholic beverage license transfer or renewal is complete, the City Clerk shall approve or deny such application. All decisions of the City Clerk shall be reported to the City Council at the next regularly scheduled City Council meeting after such a decision. The City Clerk is also responsible for all processing of business, taxi, pawnbroker, child daycare licenses, commercial snow removal, vendor and short-term rental permits, and public event applications.</p> <p>Please see the attached Clerk Report for October 1, 2024 – October 15, 2024</p>				
RECOMMENDED ACTION:				
Council review of the License Report.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

City Clerk's License Report

October 1, 2024 – October 15, 2024

Council Meeting Date: October 24, 2024

Business License Activity

Issued - New

Business Name	Business Activity	Address	BL#	Issued
Capital Stucco LLC	Contractor – OCL	6620 N. Fox Run Ave	3685	10/3/2024
XpertCNC inc	Manufacturing	401 S Mission St	3686	10/3/2024
Ironwood Contracting LLC	Contractor – OCL	13961 Wrangler Rd	3687	10/3/2024
Miss K's Grooming	Dog Grooming	116 N 3 rd St Ste 1	3688	10/3/2024

Pending - New

Business Name	Business Activity	Address	Pending
3692 Idaho Barge & Marine	Barge Services	404 Timm St	Approval
3698 Butler General Contractors, LLC	Contractor	312 Cece Way	Payment
3699 Roots and Relics LLC	Art & Antique Gallery	503 Pine St	Approval

Closed

Business Name	Business Activity	Address
1138 PrimeLending, A PlainsCapital Company	Bank & Finance	112 N 3 rd St Ste A

Short-Term Rental Permit Activity

Issued - New

Owner(s)	Rental Address	Local Contact	# of Bed-rooms	Max Occ.	# of Parking Spaces	Permit #	Issued
River Cabins LLC	209 Mather Rd	Done Right Management	1	4	1	3680	10/2/24
Mt View Properties	1129 W Valley Rd	Done Right Management	8	18	20	3675	10/1/24

Pending - New

Pending applications with max occupancy of more than 10 will not be issued without CUP approval

Owner(s)	Rental Address	Local Contact	# of Bedrooms	Max Occ.	# of Parking Spaces
Chad Heath	1399 Greystone Dr	McCall Idaho Vacation Rentals – Julie Ronnow	4	10	4
Richard McQueary & Jane Kemp	491 Wanda Ave	Elijah Stopsen	3	8	3
Neko Papez	425 Allen Ave	Brody Repp	2	6	2

City Clerk's License Report

October 1, 2024 – October 15, 2024

Council Meeting Date: October 24, 2024

Closed					
Pending applications with max occupancy of more than 10 will not be issued without CUP approval					
Owner(s)	Rental Address	Local Contact	# of Bedrooms	Max Occ.	# of Parking Spaces
Ed Kral	1614 Timber Cir	Ed Kral	3	8	3
Dave and Amy McKinnon	304 McBride St #307	Stephanie Carter	2	6	2
Petteri & Kathleen Mikkola	1190 Majestic View Dr	Tyler Busby	5	12	5
James Muscara	1190 Bitterroot Dr	Susanne Klock	3	8	3
Mark Rogelstad	1460 Mountain Meadow Dr	Toni Curtis	5	12	4
Leah Corrigan	909 Lick Creek Rd	Ashley Seitz	2	6	2

Catering Permit Activity

Issued - New					
Name of Licensee	Event	Location of Event	Date of Event	Issued	Rev
Lindsey Thurow	Roberts Wedding	401 N 3 rd St	10/05/2024	10/01/2024	20
Laura Holmes	Brats and Beers	701 1 st St	10/12/2024	10/01/2024	20

Pending - New				
Name of Licensee	Event	Location of Event	Date of Event	Time of Event
No Activity				

Outdoor Public Events/Vendor Permit/Craft Fair Activity

Issued - New						
Applicant	Event	Location of Event	Date(s) of Event	Time of Event	Rd Closure	Issued
Janis Benton	2 nd Saturday Pop Up	110 N 3 rd St	10/12/2024	10am-5pm	No	10/10/2024

City Clerk's License Report

October 1, 2024 – October 15, 2024

Council Meeting Date: October 24, 2024

Pending - New					
Applicant	Event	Location of Event	Date(s) of Event	Time of Event	Rd Closure
No Activity					

Commercial Snow Removal Permit Renewal Activity

Issued - Renewal				
Business Name	Owner	Type of Snow Removal	Permit#	Issued
Gray Stag Property Maintenance	Rianna Hilton	Roofs, Ice Dams, Driveways, Walkways, Commercial Buildings	2818	10/2/2024
NDI Contracting Inc	James Newcomb	Parking Lots and Roads	1122	10/3/2024
Idaho Snow Plowing	Mark Wright	Driveways	2589	10/3/2024
Boulder Creek Landscaping & Construction LLC	Ryan Baldwin	Roofs, Driveways, Walkways, Parking Lots	1445	10/10/2024
Triston & Dad Snow Removal	Rob Adams	Driveways	1475	10/10/2024
Forge Landworks, LLC	Jordan Campbell	Driveways, Parking Lots, Walkways	2403	10/10/2024



Pending - Renewal				
Business Name	Owner	Type of Snow Removal	Permit#	Pending
R&R Excavation	Scott Fereday	Driveways & Parking Lots	2374	Insurance
Valley CRC	Ben Reeder	Driveways	438	Payment

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number
Meeting Date**

**AB 24-223
October 24, 2024**

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
Treasurer's Report as Required by IC 50-208		Mayor / Council		
		City Manager		
		Clerk		
		Treasurer		Originator
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
COST IMPACT:	N/A	Parks and Recreation		
FUNDING SOURCE:	N/A	Airport		
TIMELINE:	Report Only	Library		
		Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT:				
Treasurer's report of accounts and activity of office during the month of September 2024 regarding care, management or disposition of moneys, property or business of the City.				
Attached is the September 2024 Report				
RECOMMENDED ACTION:				
The Council shall examine the report and determine whether additional information from the Treasurer is required.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

City of McCall, Idaho
 Monthly Financial Dashboard
 Issued on October 17, 2024



City of McCall
 FINANCE

Reporting Period: September 2024

Our Investments and Cash...

Balances as of September 2024

General Fund – Cash & Investments

September 2024	\$ 9,878,177
September 2023	\$ 7,914,102
Unavailable Cash Reserves	\$ 1,966,299
Restricted Cash - Franchise Fees	\$ 1,698,431
Available Cash	\$ 6,213,447

Streets Fund - Cash & Investments

September 2024	\$ 1,988,336
September 2023	\$ 1,778,157
Unavailable Cash Reserves	\$ 664,111
Available Cash	\$ 1,324,225

Library Fund - Cash & Investments

September 2024	\$ 604,926
September 2023	\$ 1,258,123
Unavailable Cash Reserves	\$ 131,947
Restricted Cash - Bldg Fund	\$ 84,636
Available Cash	\$ 388,343

Recreation Fund - Cash & Investments

September 2024	\$ 193,161
September 2023	\$ 209,466
Unavailable Cash Reserves	\$ 459,425
Available Cash	\$ (266,264)

Airport Fund - Cash & Investments

September 2024	\$ 907,302
September 2023	\$ 210,101
Unavailable Cash Reserves	\$ 107,737
Available Cash	\$ 799,565

Capital Projects Fund-Cash & Investments

September 2024	\$ 90,887
September 2023	\$ 83,223

Local Option Tax - Cash & Investments

September 2024	\$ 5,067,320
September 2023	\$ 4,487,385
Available Cash	\$ 5,067,320

Major Fund Cash Flows...

<u>General Fund Revenues and Expense</u>	<u>As % of Budget</u>	<u>As % of FY19- FY23 Avg. Actual</u>
Fiscal Year 2024 Budget	\$ 11,457,177	
Revenues to Date	\$ 9,020,909	78.74%
Expenditures to Date	\$ 7,639,208	66.68%
Revenues over Expenditures	\$ 1,381,701	
<u>Street Fund Revenues and Expenditures</u>		
Fiscal Year 2024 Budget	\$ 3,199,854	
Revenues to Date	\$ 2,999,625	93.74%
Expenditures to Date	\$ 2,691,058	84.10%
Revenues over Expenditures	\$ 308,568	
<u>Library Fund Revenues and Expenditures</u>		
Fiscal Year 2024 Budget	\$ 1,511,125	
Revenues to Date	\$ 1,157,707	76.61%
Expenditures to Date	\$ 1,407,711	93.16%
Revenues over Expenditures	\$ (250,004)	
<u>Recreation Fund Revenues and Expenditures</u>		
Fiscal Year 2024 Budget	\$ 2,090,140	
Revenues to Date	\$ 1,667,224	79.77%
Expenditures to Date	\$ 1,736,362	83.07%
Revenues over Expenditures	\$ (69,138)	
<u>Airport Fund Revenues and Expenditures</u>		
Fiscal Year 2024 Budget	\$ 1,387,894	
Revenues to Date	\$ 478,399	34.47%
Expenditures to Date	\$ 432,026	31.13%
Revenues over Expenditures	\$ 46,373	
<u>Local Option Tax - Streets Fund Revenues and Expenditures</u>		
Fiscal Year 2024 Budget	\$ 9,670,660	
Revenues to Date	\$ 5,049,190	52.21%
Expenditures to Date	\$ 3,387,694	35.03%
Revenues over Expenditures	\$ 1,661,496	
<u>Water Fund Revenues and Expenditures</u>		
Fiscal Year 2024 Budget	\$ 6,224,332	
Revenues to Date	\$ 4,855,448	78.01%
Expenditures to Date	\$ 4,428,072	71.14%
Revenues over Expenditures	\$ 427,376	

City of McCall, Idaho
 Monthly Financial Dashboard
 Issued on October 17, 2024



Reporting Period: September 2024

Specific Revenue Collections at a Glance...

		As % of Budget	As % of FY19- FY23 Avg.
<u>Property Tax Collection</u>			
Fiscal Year 2024 Budget	\$ 7,643,826		
Revenues to Date	\$ 7,681,288	100.49%	117.28%
<u>State Shared Revenue Collection</u>			
Fiscal Year 2024 Budget	\$ 1,216,249		
Revenues to Date	\$ 891,862	73.33%	77.19%
<u>Building Permit Revenue Collection</u>			
Fiscal Year 2024 Budget	\$ 500,000		
Revenues to Date	\$ 469,700	93.94%	84.43%
<u>Local Option Tax - Tourism Revenue Collection</u>			
Fiscal Year 2024 Budget	\$ 1,450,000		
Revenues to Date	\$ 964,819	66.54%	147.42%
<u>Local Option Tax - Streets Revenue Collection*</u>			
Fiscal Year 2024 Budget	\$ 3,214,500		
Revenues to Date	\$ 2,845,918	88.53%	108.23%

*New Tax and Fund as of January 1, 2016 (percent avg. is 2 year comparison)

Our Investments and Cash... ^{cont'd}

Balances as of September 2024

Golf Fund - Cash & Investments

September 2024	\$ 345,656
September 2023	\$ 843,905
Unavailable Cash Reserves	\$ 205,110
Available Cash	\$ 140,546

Water Fund - Cash & Investments

September 2024	\$ 5,419,815
September 2023	\$ 5,635,110
Unavailable Cash Reserves	\$ 515,500
Restricted Cash - DEQ Loan Reserve	\$ 432,263
Available Cash	\$ 4,472,052

City of McCall, Idaho
 Monthly Financial Dashboard
 Issued on October 17, 2024



Reporting Period: September 2024



Our Cash Flows Prior Year Comparison

September 2024			September 2023		
<u>General Fund</u>		Percentage	<u>General Fund</u>		Percentage
Fiscal Year 2024 Budget	\$ 11,457,177		Fiscal Year 2023 Budget	\$ 14,196,339	
Revenues to Date	\$ 9,020,909	78.74%	Revenues to Date	\$ 9,005,206	63.43%
Expenditures to Date	\$ 7,639,208	66.68%	Expenditures to Date	\$ 9,740,276	68.61%
Revenues over Expenditures	\$ 1,381,701		Revenues over Expenditures	\$ (735,070)	
<u>Streets Fund</u>			<u>Streets Fund</u>		
Fiscal Year 2024 Budget	\$ 3,199,854		Fiscal Year 2023 Budget	\$ 2,970,601	
Revenues to Date	\$ 2,999,625	93.74%	Revenues to Date	\$ 2,711,496	91.28%
Expenditures to Date	\$ 2,691,058	84.10%	Expenditures to Date	\$ 2,494,290	83.97%
Revenues over Expenditures	\$ 308,568		Revenues over Expenditures	\$ 217,206	
<u>Library Fund</u>			<u>Library Fund</u>		
Fiscal Year 2024 Budget	\$ 1,511,125		Fiscal Year 2023 Budget	\$ 1,212,393	
Revenues to Date	\$ 1,157,707	76.61%	Revenues to Date	\$ 628,308	51.82%
Expenditures to Date	\$ 1,407,711	93.16%	Expenditures to Date	\$ 571,223	47.12%
Revenues over Expenditures	\$ (250,004)		Revenues over Expenditures	\$ 57,085	
<u>Recreation Fund</u>			<u>Recreation Fund</u>		
Fiscal Year 2024 Budget	\$ 2,090,140		Fiscal Year 2023 Budget	\$ 2,265,584	
Revenues to Date	\$ 1,667,224	79.77%	Revenues to Date	\$ 2,250,333	99.33%
Expenditures to Date	\$ 1,736,362	83.07%	Expenditures to Date	\$ 2,047,515	90.37%
Revenues over Expenditures	\$ (69,138)		Revenues over Expenditures	\$ 202,819	
<u>Airport Fund</u>			<u>Airport Fund</u>		
Fiscal Year 2024 Budget	\$ 1,387,894		Fiscal Year 2023 Budget	\$ 1,868,468	
Revenues to Date	\$ 478,399	34.47%	Revenues to Date	\$ 1,646,947	88.14%
Expenditures to Date	\$ 432,026	31.13%	Expenditures to Date	\$ 1,619,232	86.66%
Revenues over Expenditures	\$ 46,373		Revenues over Expenditures	\$ 27,715	
<u>Local Option Tax (Streets) Fund</u>			<u>Local Option Tax (Streets) Fund</u>		
Fiscal Year 2024 Budget	\$ 9,670,660		Fiscal Year 2023 Budget	\$ 6,321,509	
Revenues to Date	\$ 5,049,190	52.21%	Revenues to Date	\$ 4,146,449	65.59%
Expenditures to Date	\$ 3,387,694	35.03%	Expenditures to Date	\$ 5,458,479	86.35%
Revenues over Expenditures	\$ 1,661,496		Revenues over Expenditures	\$ (1,312,030)	
<u>Golf Fund</u>			<u>Golf Fund</u>		
Fiscal Year 2024 Budget	\$ 2,924,075		Fiscal Year 2023 Budget	\$ 2,774,126	
Revenues to Date	\$ 1,829,873	62.58%	Revenues to Date	\$ 2,022,848	72.92%
Expenditures to Date	\$ 1,535,882	52.53%	Expenditures to Date	\$ 1,310,747	47.25%
Revenues over Expenditures	\$ 293,991		Revenues over Expenditures	\$ 712,101	
<u>Water Fund</u>			<u>Water Fund</u>		
Fiscal Year 2024 Budget	\$ 6,224,332		Fiscal Year 2023 Budget	\$ 9,621,637	
Revenues to Date	\$ 4,855,448	78.01%	Revenues to Date	\$ 5,185,499	53.89%
Expenditures to Date	\$ 4,428,072	71.14%	Expenditures to Date	\$ 3,476,189	36.13%
Revenues over Expenditures	\$ 427,376		Revenues over Expenditures	\$ 1,709,310	

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 24-212
Meeting Date October 24, 2024

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
Request to approve LHTAC/Local Agreement to accept Children Pedestrian Safety grant for Davis Avenue Phase 2 pathway		Mayor / Council		
		City Manager		
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	\$250,000	Airport		
FUNDING SOURCE:	LHTAC Children Pedestrian Safety Grant Program	Library		
TIMELINE:	asap	Information Systems		
		Economic Development		originator
SUMMARY STATEMENT:				
<p>The Local Highway Technical Assistance Council (LHTAC) administers the Children Pedestrian Safety (CPS) grant program which provides up to \$250,000 to local jurisdictions for pedestrian/pathway improvements that primarily support non-motorized circulation of children and are adjacent to existing roadways.</p> <p>The City of McCall applied to the CPS grant program in December 2023 requesting funding to construct widened paved roadway shoulders and a short section of separated pathway near Gold Glove Park as part of the Davis Avenue Phase 2 roadway reconstruction project scheduled for 2025.</p> <p>LHTAC has notified the City of McCall that it has been awarded the grant in the amount of \$250,000. The grant award does not require local matching funds and is state funded, so does not trigger federal labor, environmental or purchasing requirements.</p> <p>The LHTAC/Local Agreement for acceptance of the grant award is attached and has been reviewed by the City Attorney.</p>				
RECOMMENDED ACTION:				
Accept the Children Pedestrian Safety grant award for the Davis Avenue Phase 2 pathway and authorize the Mayor to sign the LHTAC/Local Agreement.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			
November 30, 2023	AB 23-225 Approved submittal of Children Pedestrian Safety grant application			

LHTAC/LOCAL AGREEMENT
2024 LOCAL CHILDREN PEDESTRIAN SAFETY (CPS) PROGRAM
SPONSOR ADMINISTRATION
DAVIS AVE PATHWAY, CITY OF MCCALL
CPS# 10

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL (LHTAC)**, hereafter called LHTAC, and **City of McCall**, acting by and through its Board or Council (Sponsor).

PURPOSE

LHTAC is administering the Children Pedestrian Safety (CPS) Program with state and federal funds obligated from the Idaho Legislature. This program is intended to serve the cities, counties and highway districts. The Sponsor has requested to receive a grant award to complete construction of its sidewalk/pathway project. The purpose of this Agreement is to set out the terms and conditions to accomplish this Project.

Authority for this Agreement is established by House Bill 770 of the 2024 legislative session.

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary for Sponsor to construct the project as part of this Agreement.
2. State participation in the project is in the form of a grant for the amount of \$250,000. No match is required. Scheduled funding for this project is listed in the approved CPS Program rankings, and subsequent revisions.
3. If the project is terminated prior to completion, Sponsor shall repay to LHTAC all state funds received for the project.
4. The Sponsor acknowledges that eligible uses of funds are material purchases and hiring a contractor to perform work. Ineligible uses of funds include reimbursement of sponsor for agency work or salary cost including but not limited to design, construction or inspection related activities. Other ineligible uses of funds include engineering fees of any kind, equipment fees, project costs prior to agreement execution, project match, education and outreach.

5. Sufficient Appropriation. It is understood and agreed that LHTAC is a public agency, and this Agreement shall in no way be construed to bind or obligate LHTAC beyond the term of any particular appropriation of funds by the State.

SECTION II. LHTAC shall:

1. Provide the following services incidental to Project development:
 - a. Provide support to the Sponsor on project bidding, procurement processes, general questions, and other technical assistance.
 - b. Provide approved funding to Sponsor upon receipt of agreement.
 - a. Complete final acceptance of each Project based on Sponsor documentation and physical observation.
2. Maintain all application and award records for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
3. Bill Sponsor for any state/federal funds to be repaid by Sponsor if Project is terminated prior to completion.
4. Cancel the Agreement should Sponsor not be able to provide mid-project review by **July 1, 2025** and project close out by December 1, 2025. If not, request Sponsor to return the funds, unless a written extension has been granted by LHTAC.

SECTION III. Sponsor shall:

1. Provide a mid-project review by July 1, 2025, complete the project and close-out documents by December 1, 2025.
2. Sponsor warrants that it will repay any state funds on this project if Project is terminated prior to completion.
3. Provide LHTAC with before and after pictures upon completion of the project.

4. Maintain all records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
5. Bid and award the project following state procurement rules if applicable.
6. Comply with all other applicable Federal and State statutes and regulations.
7. Sponsor agrees that failure to deliver any of the specified items listed above may result in the program award being rescinded.
8. Any excess funds that cannot be used on eligible expenses shall be returned to LHTAC for the CPS Program.

EXECUTION

This Agreement is executed for LHTAC by its Administrator, and executed for Sponsor by its duly appointed representative, attested to by its Clerk.

LHTAC

Administrator

Local Sponsor

ATTEST:

Authorized Official

Clerk

(signed)



(title)

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number
Meeting Date**

**AB 24-220
October 24, 2024**

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
McCall Redevelopment Agency (MRA) Annual Report		Mayor / Council		
		City Manager		
		Clerk		
		Treasurer		
		Community Development		Originator
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
		Airport		
COST IMPACT:	n/a	Library		
FUNDING SOURCE:	n/a	Information Systems		
TIMELINE:	ASAP	Grant Coordinator		
SUMMARY STATEMENT:				
<p>The McCall Redevelopment Agency (MRA) is an urban renewal organization located within the City of McCall. The Board is comprised of seven members who oversee the agency and is staffed by City employees who provide administrative and technical resources. Mike Maciaszek, the MRA Chair, will provide an overview of the MRA activities for 2024-2025. Here is the link to the current Downtown West District Plan.</p>				
RECOMMENDED ACTION:				
No action needed- informational only.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 24-224
Meeting Date October 24, 2024

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
Request for water leak adjustment for Payette Water Sewer District		Mayor / Council		
		City Manager		
		Clerk		
		Treasurer	JS	Originator
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
COST IMPACT:	\$55,260.44	Parks and Recreation		
FUNDING SOURCE:	Water Fund	Airport		
		Library		
TIMELINE:		Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT:				
<p>Payette Lakes Recreational Water and Sewer District (PLRWSD) has submitted a request for a leak adjustment. According to McCall City Code §6-4-240, the Treasurer is authorized to review and consider approval of such requests. Given that the total value of the adjustment exceeds \$50,000, the Acting City Manager is asking the City Council to consider this request.</p> <p>This request is unique because two leaks were discovered within a three-month period. Staff recommends applying the adjustment to the second (larger) leak rather than the first (smaller) leak, as the policy permits only one leak adjustment within a 12-month period. This approach will provide significant financial relief to the customer.</p> <p>This is the first instance of such a situation occurring at the Wastewater Treatment Facility (WWTF). If similar situations arise in the future, separate considerations will be made. The recommendation is based on the specific circumstances and details surrounding the events at the WWTF and should apply solely to this customer's case. Should future customers experience multiple leaks within 12 months, an independent evaluation of the information and data will be conducted to formulate a recommendation.</p>				
RECOMMENDED ACTION:				
Approve the water leak adjustment for PLWSD.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

6-4-240: APPLICATION FOR CORRECTION OR ADJUSTMENT; WAIVER OF PENALTY:

(A) Definitions: As used in this Section:

ADJUSTMENT: Based on the facts and circumstances, applies to situations when the reason for the unusually high water bill in question is in fact or most likely not due to an error or faulty equipment on the part of the City, but from some other anomaly, such as broken water line(s) or other leak(s); the water having flowed through the meter. Adjustment and waiver of the associated penalty may be made only once per user, per year. Such year will be measured from the date of the last adjustment or waiver. No adjustment under this Section is applicable unless the water bill in question exceeds one hundred twenty percent (120%) of the estimated water used calculated pursuant to Section 6-4-170 of this Chapter as though the aforementioned anomaly had not occurred. Any adjustment granted pursuant to this Section shall not exceed the sum calculated by subtracting one hundred twenty percent (120%) of the estimated water used from the water bill in question. Should such sum be less than zero, no adjustment is applicable under this Section.

CORRECTION: Based on the facts and circumstances, applies to situations when the reason for the unusually high water bill(s) in question is in fact or most likely due to an error or faulty equipment on the part of the City. Corrections and waivers of the associated penalty may be made as often as necessary, based on facts and circumstances. The estimate of water used shall be calculated pursuant to Section 6-4-170 of this Chapter.

(B) **Administrative Review:** For good cause shown, demonstrating circumstances, any water user seeking correction or adjustment or waiver of penalty for any water bill shall submit a written application to the City Treasurer detailing the consideration sought. The application shall set forth in sufficient detail the facts and circumstances alleged to support the particular correction, adjustment or waiver sought. The Treasurer shall review the application and, if complete, may correct or adjust water bill(s), and/or may waive the associated penalty as provided in Section 6-4-210 of this Chapter, at his/her discretion. In the absence of the City Treasurer, the City Manager may act in the same manner.

(C) **Appeal Process:** Nothing in this Section is intended to prevent any water user who receives an adverse administrative decision from having the application as provided for herein from being appealed in writing to the Mayor and Council. Such appeal must be filed with the City Treasurer or the City Manager within seven (7) days of said administrative decision. The appeal will then be scheduled at a regular Council meeting. The Treasurer or City Manager shall review the application and, if complete, submit same with a recommendation to the Mayor and Council for their consideration. If incomplete, the applicant shall be so advised and given the opportunity to resubmit. (Ord. 727, 9-24-1998)



City of McCall
FINANCE

www.mccall.id.us

216 East Park Street
McCall, Idaho 83638

Phone 208-634-7142

Fax 208-634-4493

Request for Adjustment - Water Leak/Penalty

Customer Information

Account Number: 1.2106.1
 Physical Address: 325 W. Deinhard Ln - 3" Lagoon Meter
 Name: Payette Lakes Recreational Water Sewer District (PLRWSD)
 Phone No.: (208) 634-4111

This adjustment is being requested due to: Please check one.

Water Leak <input type="checkbox"/>	Penalty <input type="checkbox"/>	Other <input type="checkbox"/>
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To the City of McCall, Mayor and City Council:
 Under the provision of McCall City Code 6-4-240 and/or 6-4-250, request that the water account at the above service location be adjusted in the amount of \$55,260.44. This request is being made due to the following circumstances:

There was a significant leak in the line going to the Lagoon. The leak went unnoticed because it was under a large pile of dirt. Per Tammy Richardson, Business Manager, once the leaks were identified the water was turned off for repairs.

Signature of Requestor: Request taken over the phone by staff Date: 10/07/2024

City Hall Use Only: Account Balance & Status

	Water		Current	Past Due	Turn Off
	Reading Date	Penalty	Consumption	Estimated?	
2nd Reading					
1st Prior Reading					
Current Reading					
Residential	Commercial	Other	Metered	Multiple Units	# Of Units

Comments/Staff Recommendation:

Staff reviewed the High Consumption report 10/07/2024 and contacted the Sabrina Sims, Water Plant Manager regarding the high usage at the WWTF. A leak at the plant was confirmed. The Business Manager was also

contacted regarding the high usage and the potential leak	Action	Amount	Date
	Approve Adjustment <input type="checkbox"/>	55,260.44	
City Treasurer recommends providing a leak adjustment to the	Deny Adjustment <input type="checkbox"/>	N/A	
larger 2nd leak for the allowable one leak adjustment per	Other <input type="checkbox"/>		
12 months.	Signature of Staff Member:		

Water Leak Adjustment Formula

Water Usage Must Exceed 120% of 12 Month Average

Account #: 325 W Deinhard Ln - 3" Lagoon Meter		1.2106.1
Gallons of Water Usage in Question: September 2024 reads		14,504
Total charge, including base rate, of month in question:		\$61,065.78
Water usage total for month in question:		
3" Meter Base Rate		\$526.30
Block 1 (\$1.69/kgal) 0 - 50,000		\$ 84.50
Block 2 (\$2.27/kgal) 51 - 200,000		\$ 340.50
Block 3 (\$2.84/kgal) 201 - 400,000		\$ 511.20
Block 4 (\$4.22/kgal) 401,000+		\$ 59,603.28
		\$61,065.78
Enter 12 months of water charges - do not include the month to be adjusted:		
		143
		163
		151
		147
		159
		181
		63
		128
		131
		156
		1,071
		186
TOTAL 12 MONTHS USAGE		2,679
12 Months Average		223.25
12 Month Average x 120%		268
Subtract the 120% total from the actual usage gallons in question		14,236
# of gallons to be written off:		14,236
Block 1 (\$1.69/kgal) 0 - 50,000	Overage 0 - 50,000 Gals =	0
Block 2 (\$2.27/kgal) 51 - 200,000	Overage 51 - 200,000 Gals =	0
Block 3 (\$2.84/kgal) 200 - 400,000	Overage 200 - 400,000 Gals =	112
Block 4 (\$3.89/kgal) 401,000+	Overage 401,000+ Gals =	14124
Amount To be written off		\$ 55,260.44



TASK

City of McCall

Office: () - -

Check for High Usage (Task ID:34482)

Service Order: SO-00017323

Division: Water Distribution

Created By: Bobette Steffler

Last Modified By: Sabrina Sims

Created On: 10/7/2024 12:34 PM

Date Last Modified: 10/14/2024 5:49 PM

325 W Deinhard Ln - 3 inch Lagoon Meter , McCall

Location No: 12106

Scheduled Start: 10/7/2024 12:34 PM

Task Priority: 03 - Medium

Scheduled End: 10/7/2024 12:34 PM

Assignments: Sabrina Sims

Description: Payette Lakes Sewer District went from 186K usage to 14,504K usage. 8/27 ending read was 9338 and 10/01/24 ending read was 23842. Please check meter for potential leak and contact Payette Lakes Sewer District with findings. Thanks, bs

Resolution: Duane made contact and checked for leak. There is a leak. The leak was able to be turned off but customer did not turn off the

Service Order Notes

Michael Lee 10/11/2024 11:38 AM went out to meter and checked if they had fixed leak. No movement at meter. sewer guys came out to see what meter looked like and also to check that there was no movement. They thought that they had another leak. all good.

Brandon Sizemore 10/7/2024 2:18 PM Duane made contact and checked for leak. There is a leak. The leak was able to be turned off but customer left the water on knowing there was a leak.

Form Details

Meter Details
Meter Size
ECR Number
Beginning Read
MXU Number
Meter Type

Item Details

Date	Item ID	Item Description	Quantity	Sale Price	SubTotal
Labor Section					
10/07/2024	djessen	Duane Jessen	1.0000	\$40.3200	\$40.3200
10/10/2024	mlee	Michael Lee	2.0000	\$40.3200	\$80.6400
10/10/2024	bsizemore	Brandon Sizemore	2.0000	\$40.3200	\$80.6400
Labor Total:					\$201.6000

Check for High Usage (Task ID:34482)

Equipment Section

10/10/2024	WD024	2012 F350	2012 Ford F-350 PU / Water Department / C12497 / 1FDBF3F69CEB43066	2.0000	\$40.0000	\$80.0000
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Equipment Total:	\$80.0000
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Actual Start Date:

Materials Total: \$0.0000

Actual End Date:

Labor Total: \$201.6000

Equipment Total: \$80.0000

Contractor Total: \$0.0000

Total:	\$281.6000
---------------	-------------------

Request for Adjustment

Utility Billing Water Leak\Penalty

Customer Name: *

Payette Lakes Water And Sewer

Account Number: *

1.2106.1

Physical Address: *

Street Address

325 W Deinhard LN

Address Line 2

City

Mccall

State / Province / Region

ID

Postal / Zip Code

83638

Country

USA

Phone Number: *

(208)634-4111

This adjustment is being requested due to:

- Water Leak
- Penalty
- Other

Under the provision of McCall City Code 6-4-240 and/or 6-4-250, I request that the water account at the above service location be adjusted in the amount of:

\$ 851.42

This request is being made due to:

8/5/24 We noticed water protruding out of the ground at the treatment plant, We turned the water off immediately. Contractor started the next day and replaced a portion of the 6 in line. Our water bill is usually between 700 and 800 dollars.

Signature:

Wyatt Bakker

Date:

8/19/2024

For office use:

Notes: 08.22.24 Kathy: Payette Lakes Sewer District had a water leak - see above. Please write off

\$3,264.51 for water leak. Thanks, Bobette

Approve: ✓ KAI Deny: _____

8/23/24

Water Leak Adjustment Formula

Water Usage Must Exceed 120% of 12 Month Average


Account #: 325 W Deinhard Ln - 3" Lagoon Meter	1.2106.1
Gallons of Water Usage in Question: July 2024 reads	1,071
Total charge, including base rate, of month in question:	\$4,378.52
Water usage total for month in question:	
3" Meter Base Rate	\$526.30
Block 1 (\$1.69/kgal) 0 - 50,000	\$ 84.50
Block 2 (\$2.27/kgal) 51 - 200,000	\$ 340.50
Block 3 (\$2.84/kgal) 201 - 400,000	\$ 511.20
Block 4 (\$4.22/kgal) 401,000+	\$ 2,916.02
	\$4,378.52
Enter 12 months of water charges - do not include the month to be adjusted:	
	144
	207
	143
	163
	151
	147
	159
	181
	63
	128
	131
	156
TOTAL 12 MONTHS USAGE	1,773
12 Months Average	147.75
12 Month Average x 120%	177
Subtract the 120% total from the actual usage gallons in question	894
# of gallons to be written off:	894
Block 1 (\$1.69/kgal) 0 - 50,000 Overage 0 - 50,000 Gals =	0 -
Block 2 (\$2.27/kgal) 51 - 200,000 Overage 51 - 200,000 Gals =	0 -
Block 3 (\$2.84/kgal) 200 - 400,000 Overage 200 - 400,000 Gals =	203 576.52
Block 4 (\$3.89/kgal) 401,000+ Overage 401,000+ Gals =	691 2,687.99
Amount To be written off	\$ 3,264.51

McCALL CITY COUNCIL
AGENDA BILL

216 East Park Street
 McCall, Idaho 83638

Number AB 24-222
Meeting Date October 24, 2024

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Adopt Resolution 24-24 for Governmental Equipment Lease-Purchase Agreements and a Non-Appropriation Addendum for FY25-31 Streets Department Equipment with Western States</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager		
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works	<i>MIS</i>	Originator
		Golf Course		
	COST IMPACT:	\$44,770.82 (annually)	Parks and Recreation	
FUNDING SOURCE:	Streets	Airport		
		Library		
TIMELINE:	FY25 – FY31	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:
 Public Works has been coordinating with Western States and Caterpillar Financial Services (CFS) to establish new 7-year lease for the following equipment:

- one (1) M950 loader with no attachments: \$44,209.79/year

The prepared lease documents for FY25 – FY31 include all necessary provisions including non-appropriations and a buy-back certification indicating that Western States will purchase the equipment at the end of the lease period. Included with this Agenda Bill is Resolution 24-24 which allows the City to enter into a multi-year lease that includes a “Non-Appropriation” provision. All contracts/agreements have been reviewed by legal counsel.

Procurement of these leases/purchase (in accordance with Idaho rules) takes advantage of the Joint Purchasing Agreement, Sourcewell (formerly NJPA), which provides 18-30%% discount (off CAT list pricing) and alleviates the need to conduct formal bidding for each piece of equipment. Additional dealer discounting has also been provided by CFS/Western States to account for the City’s consistent compliance with the agreements’ maintenance requirements provided by the City’s Chief Mechanic. Finally, this lease agreement is for 7 years as opposed to 5 years (as done historically) to maintain lower annual payments given current higher interest rates.

All contracts/agreements are being reviewed by legal counsel prior to final document signatures. Documents submitted are draft until final legal approval.

RECOMMENDED ACTION:
 Adopt Resolution 24-24 authorizing the Mayor to enter into, on behalf of the City of McCall, “Governmental Equipment Lease-Purchase Agreements” and a “Non-Appropriation Addendum” and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION



City of McCall

RESOLUTION 24-24

AND CERTIFICATE OF INCUMBENCY

Contract Number 001-70156662

Lessee: City of McCall - Streets Department

Amount: \$313,39574 (Payment x Term)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McCALL, VALLEY COUNTY, STATE OF IDAHO, PROVIDING FOR FINDINGS AND PURPOSES; AUTHORIZING THE MAYOR TO ENTER INTO, ON BEHALF OF SAID MUNICIPALITY, A “GOVERNMENTAL EQUIPMENT LEASE AGREEMENT” AND A “LEASE ADDENDUM” BETWEEN THE CITY OF McCALL AND CATERPILLAR FINANCIAL SERVICES CORPORATION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the laws of the State of Idaho (the "State") authorize CITY OF MCCALL (the “Governmental Entity”), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and; and

WHEREAS, the Governmental Entity wants to lease, purchase and/or finance equipment (“Equipment”) from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer (“Caterpillar”) by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and.

WHEREAS, the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCCALL as follows:

Section 1. that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

Section 2. that changes may later be made to the Agreement if the changes are approved by the Governmental Entity’s counsel or members of the governing body of the Governmental Entity signing the Agreement (the “Approved Changes”) and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

Section 3. that the persons listed below, who are the incumbent officers of the Governmental Entity (the “Authorized Persons”):

NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

Robert S. Giles _____

Name

Colby Nielsen _____

Name

Mayor _____

Title

Council President _____

Title

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

Section 4. that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

Section 5. that nothing in this resolution, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

Section 6. that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

Section 7. that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

Section 8. This resolution shall take effect immediately upon its adoption and approval.

PASSED by the Mayor and City Council of the City of McCall this 24 day of October 2024.

Signed: _____

Robert S. Giles, Mayor

I, the undersigned City Clerk identified below, does hereby certify that I am the duly appointed and acting City Clerk of the City of McCall, a political subdivision duly organized and existing under the laws of the State where the City of McCall is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the City of McCall holding the offices set forth opposite their respective names.

ATTEST:

I, BessieJo Wagner, City Clerk of CITY OF MCCALL, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also

certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named above executes this document on behalf of the Governmental Entity.

Adopted this 24 day of October 2024.

Signature of City Clerk of the City of McCall
BessieJo Wagner, City Clerk
Date: _____

[SEAL]

DRAFT

NEXT

Complete these five items to get started.



- Complete and sign all documents in this package.
- Submit completed and signed documents by clicking FINISH at the end of your documents.
- Open and review your executed document package after you receive your confirmation email confirming all parties have signed.
- Register for MyCatFinancial to manage your account anytime and anywhere via desktop or with the free mobile app.
- Enroll in Auto Pay for one less thing to worry about. Skip the hassle of manually paying your bill every month and focus on running your business.



REGISTER FOR MYCATFINANCIAL

1. Visit mycatfinancial.com and select your country/language. You can also download the free app on your mobile device from the App Store or Google Play.
2. Click CREATE ACCOUNT in the white box
3. Input the required registration information
4. Click CONTINUE
5. Enter the code sent to your email
6. Click VERIFY
7. Create your password
8. Click CONTINUE
9. Click LINK A CONTRACT

a. Contract Number: 001-70156662

b. Serial/Customer Number: TN201043

c. Commencement Date: _____

- Apply for a Cat Card
- Make a payment
- Enroll in Auto Pay
- Request a payoff quote
- Review your contracts and invoices
- And more!



ACCOUNT FEATURES



ENROLL IN AUTO PAY

1. Login to MyCatFinancial and click **ENROLL/MANAGE AUTO PAY** in account settings (located at the top right of your screen)
2. Select the contracts you want to enroll in Auto Pay and click **ENROLL**
3. Enter your banking information for the recurring payment
4. That's it. Your payment will be automatically withdrawn from your account every month



CONTACT US

Have questions about your account? We can help.

Hours: Monday – Friday | 7 a.m. – 6 p.m. CST

Phone: 1-800-651-0567

Email: NABC.CustomerService@cat.com



PUT IT ON YOUR CAT® CARD

Cat Card is the fast, easy way to pay for parts, service, rentals and more — with no annual fee, competitive rates, flexible payment terms* and Cat Vantage Points earned on every qualifying purchase.** Use your Cat Card at participating Cat dealers, The Cat Rental Store and online at Parts.cat.com and Cat Central to get what you need and get back to work. Learn more at catcard.com.

PREVENTING FRAUD TOGETHER

Cat Financial is committed to helping you keep your personal and financial information secure. Find out how you can protect yourself against fraudulent activity by [visiting our website](#).

* Financing is subject to credit approval by Caterpillar Financial Commercial Account Corporation for US customers, and Caterpillar Financial Services Limited for Canadian customers. Not all customers will qualify. Additional terms and conditions may apply. Visit Catcard.com or contact your Cat dealer for more information. Offers subject to change without prior notice. Additional terms and conditions may apply.

** Cat Vantage Points are earned on qualifying purchases at participating Cat dealers, The Cat Rental Store and approved online retailers – either Parts.Cat.Com or Cat Central. Cat Vantage Points can be redeemed for Cat Credits to be used on future purchases of parts, service, sales, rentals and work tools at participating Cat dealers, The Cat Rental Store and approved online retailers. Availability to use Cat Credits on Parts.Cat.Com and Cat Central varies by dealer. Not all dealers will participate. Visit cat.com/catcardrewards for full details on earning Cat Vantage Rewards through your Cat Card, as well as rules governing Cat Credits.

Document Checklist – Governmental Lease



These documents were prepared especially for:
 CITY OF MCCALL
 216 EAST PARK STREET
 MCCALL, ID 83638-3832

Dealer: WESTERN STATES EQUIPMENT COMPANY, H510
 Contract Number 001-70156662
 Transaction Number: 4757908
 Comments:

Date: 10/01/2024
 Time: 11:39:44 AM

Customer Executed Documents	Comments
<input type="checkbox"/> Governmental Lease Document	_____
<input type="checkbox"/> Insurance-Liability and Physical Damage	_____
<input type="checkbox"/> Advance Payment (cross out if N/A)	_____
<input type="checkbox"/> Guaranty of Payment (cross out if N/A)	_____
<input type="checkbox"/> Tax Exemption Certif. (cross out if N/A)	_____
<input type="checkbox"/> Title applied for (cross out if N/A)	_____
<input type="checkbox"/> Customer Information Verification	_____
<input type="checkbox"/> Any necessary Riders/Amendments	_____
<input type="checkbox"/> CVA DOC ADDENDUM TO FINANCE LEASE (Multiple CVA offers at Doc Gen)	_____
<input type="checkbox"/> FINAL CVA AT ADDENDUM (Multiple CVA offers at Doc Gen)	_____
<input type="checkbox"/> FINAL CVA AT QUOTE (Customer Accepted CVA before Doc Gen)	_____
<input type="checkbox"/> Other _____	_____
<input type="checkbox"/> 8038G / CG Form	_____
<input type="checkbox"/> Request for Minutes	_____
<input type="checkbox"/> Opinion of Counsel	_____
<input type="checkbox"/> Governmental Resolution to Lease, Purchase and/or Finance	_____
<input type="checkbox"/> Governmental Buyback Agreement (cross out if N/A)	_____

Dealer Executed Documents	
<input type="checkbox"/> Purchase Agreement	_____
<input type="checkbox"/> Dealer Invoice	_____
<input type="checkbox"/> All Credit Conditions Met	_____

*If any of these documents are altered, or if the Lessee wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.

If you have any questions concerning these documents please call and ask for

Checklist completed and confirmed by: _____ Print Name: _____
 Date: _____

These Documents do not constitute any offer or commitment to offer financing by Caterpillar Financial Services Corporation without Caterpillar Financial Services Corporation's expressed written approval.

1. PARTIES

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE:

CITY OF MCCALL
216 EAST PARK STREET
MCCALL, ID 83638-3832

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	ANNUAL LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
1 New 2024 Caterpillar 950-14 Wheel Loader	TN201043	SEE ATTACHMENT	\$215,000.00	

TERMS AND CONDITIONS

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"), provided however, that your obligation to pay Lease Payments extends only from the effective date of this Agreement until expiration of your current fiscal year and thereafter if you renew this Agreement. In the event you desire to renew this Agreement, you shall specifically appropriate funds in the budget adopted by you to make the scheduled Lease Payments. Lease Payments shall be paid by Lessee to Lessor according to the attached payment schedule; provided that all amounts owing hereunder shall be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 100647, PASADENA, CA 91189-0647 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State of Idaho. Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.
4. **Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**
7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units in the ordinary course of your business and maintenance of property. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree that your budget for the current fiscal year includes a sufficient amount to permit you to discharge your obligations under this Agreement. You also agree that your primary business official currently intends, to the extent permitted by law, to include in your budget for approval by your governing board for each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 5.99% per annum.

discharge your obligations under this Agreement. In the event your governing board fails or refuses to appropriate monies sufficient to make the Payments due during your next succeeding fiscal year, this Agreement will not be renewed for such fiscal year and you shall return to us, no later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond the last fiscal year for which appropriations were made; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the component of the Lease Payments received by us that, for the purposes of Federal income taxation, is treated as interest will be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, or if you are in breach of any other tax warranty in this paragraph, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. **Insurance; Loss and Damage**
You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to

loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. **Title; Return of Units** Legal title to the Units is vested in us. Upon the payment of all amounts due hereunder, legal title to the Units will pass to you without the necessity of further action by the parties, and we will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the

Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.

15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B **and** a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as

16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State of Idaho.

SIGNATURES

LESSOR **CATERPILLAR FINANCIAL SERVICES CORPORATION**

LESSEE **CITY OF MCCALL**

Signature _____

Signature _____

Name (Print) _____

Name (Print) _____

Title _____

Title _____

Date _____

Date _____

DRAFT

GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Idaho (the "State") authorize CITY OF MCCALL (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)

Title (Print or Type)

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____ of CITY OF MCCALL, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature _____
Title _____
Date _____

1. PARTIES

LESSOR

CATERPILLAR FINANCIAL SERVICES CORPORATION

LESSEE

CITY OF MCCALL

2. PAYMENT SCHEDULE

<u>PAYMENT NUMBER</u>	<u>PAYMENT DATE</u>	<u>PAYMENT AMOUNT</u>
1 - 7	_____	\$44,770.82
8	_____	\$215,000.00

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

CITY OF MCCALL

Signature _____

Signature _____

Name (Print) _____

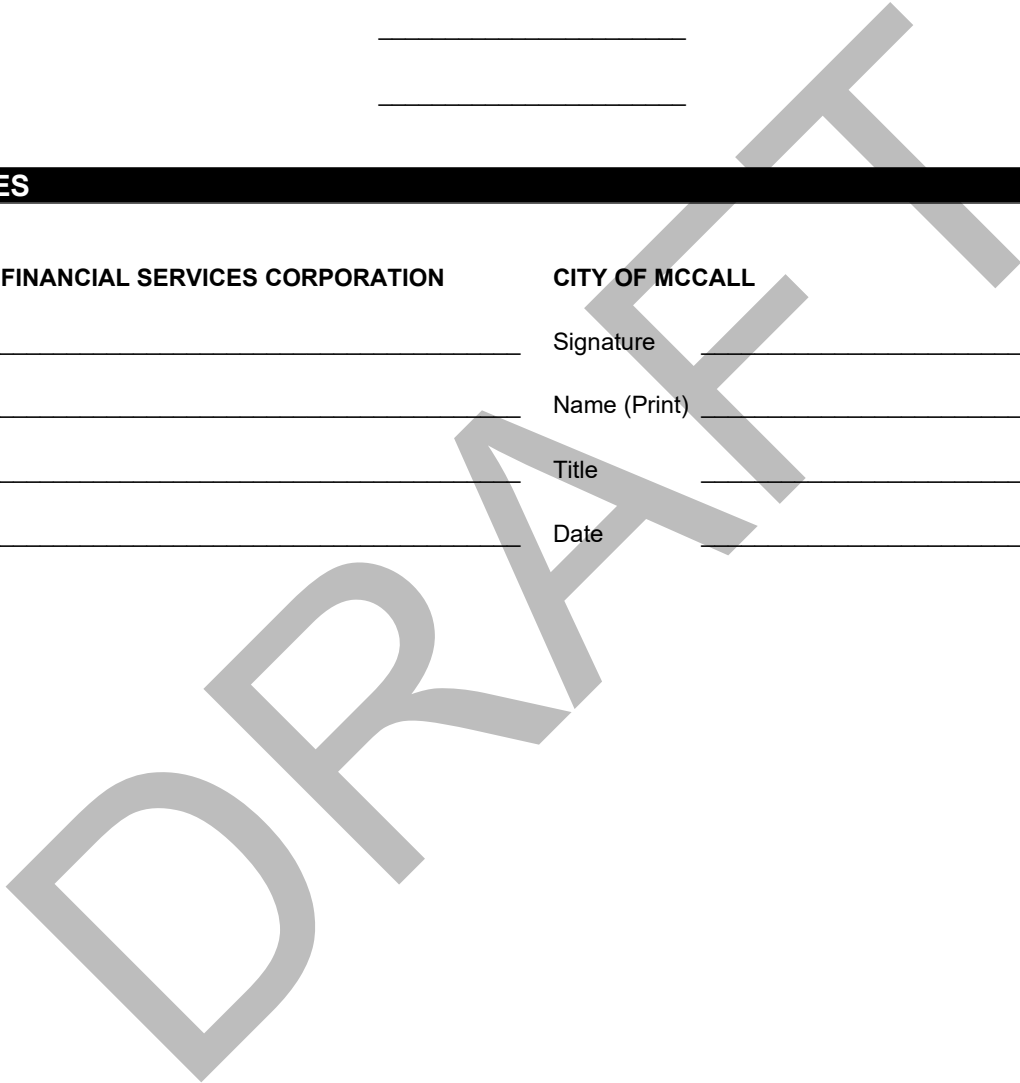
Name (Print) _____

Title _____

Title _____

Date _____

Date _____



Opinion of Counsel

Re: Governmental Equipment Lease-Purchase Agreement (Contract Number 001-70156662) (the "Lease") Between CITY OF MCCALL ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity, I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessor and any subsequent assignee of Lessor's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Idaho (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

CITY OF MCCALL

Name(Print): _____ Date: _____

Signature: _____ Address: _____

Title: _____

INSURANCE SELECTION FORM-OUTSIDE INSURANCE CARRIER



Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Financial Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call **1-800-248-4228**, or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect Caterpillar Insurance for physical damage.

Transaction Number: 001-70156662 **Dealer Name:** WESTERN STATES EQUIPMENT COMPANY
Customer's Name: CITY OF MCCALL
Address: 216 EAST PARK STREET
MCCALL, ID 83638-3832

I have entered into the above agreement under which **I am responsible for providing insurance** against **ALL RISKS** of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN#	Value Including Tax
1. 950-14	2024 Caterpillar Wheel Loader	TN201043		\$407,674.39

Insurance Agency _____ Insurance Agent's Name _____

Street Address _____

City _____ State _____ Zip _____

Agent's Phone Number _____ Fax Number _____ E-mail Address _____

TO CUSTOMER'S INSURANCE AGENT

I hereby instruct you to add Caterpillar Financial Services Corporation as a Loss Payee for physical damage and as an Additional Insured for general liability:

- To my existing policy number(s) _____, which now provide the coverage required, or
- To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature _____

Name(Print) _____

Title _____

Date _____

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

**PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:
CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203**

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CUSTOMER INFORMATION CHANGES TO CUSTOMER INFORMATION

Customer Name: CITY OF MCCALL

Physical Address: 216 EAST PARK STREET
MCCALL, ID, 83638-3832

Mailing Address: 216 EAST PARK STREET
MCCALL, ID, 83638-3832

Equipment Location: 216 EAST PARK STREET
MCCALL, ID, 83638-3832

Business Phone: 2086348943

Mobile Phone: _____

E-mail Address: pborner@mccall.id.us

The changes above apply to: Current Request for financing All active contracts

TAX INFORMATION

Tax Exempt** Non-Exempt

Asset outside the City limits Yes _____ No _____

****A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.**

AUTO PAY INFORMATION (Checking Account Information)

I decline Auto Pay authorization at this time

I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Auto Pay on:

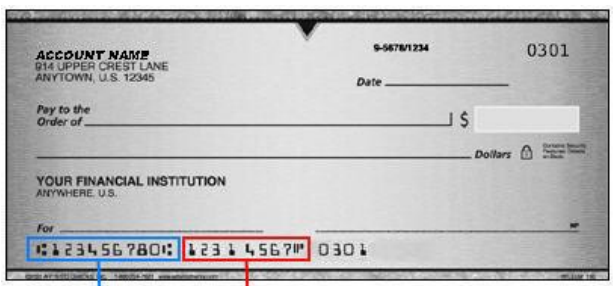
Bank Name _____

Routing Number _____ 9 digits

Account Number _____ 3-17 digits

Re-Enter Account Number _____ 3-17 digits

Account Name (exactly as it appears on Check) _____



Routing Number Account Number

CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

Name _____

Title _____

For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

DRAFT

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C.**

Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC <http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

WESTERN STATES EQUIPMENT COMPANY
500 E OVERLAND RD
MERIDIAN, ID 83642-6606

Reference:

CITY OF MCCALL

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

DRAFT

Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No.
I	10/01/2024	001-70156662

CITY OF MCCALL
216 EAST PARK STREET
MCCALL, ID 83638-3832

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 2024 CATERPILLAR 950-14 WHEEL LOADER	TN201043		Upon Receipt.	1	\$44,770.82
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.					

PLEASE PAY THIS AMOUNT \$ 44,770.82

Invoice No.	Total Enclosed
001-70156662 - 1	\$

CITY OF MCCALL
216 EAST PARK STREET
MCCALL, ID 83638-3832

Remit To: Caterpillar Financial Services Corporation
5th Floor Document Services
Doc Specialist: WESTERN STATES EQUIPMENT COMPANY
2120 West End Ave.
Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.

Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.

**EXHIBIT 2
Concluding Payment Schedule to
Government Agreement**

Quote Number..... 4757908
Contract Number001-70156662

Dated _____, 20__

**between
Caterpillar Financial Services Corporation
and
CITY OF MCCALL**

Description of Unit: 1 CATERPILLAR 950-14 serial # TN201043

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest	Interest Rate	Concluding Payment (*)
1	408,074.39	44,770.82	0.00	0.00	5.99	363,303.57
total		44,770.82	0.00	0.00		
2	363,303.57	44,770.82	0.00	21,761.88	5.99	340,294.63
total		44,770.82	0.00	21,761.88		
3	340,294.63	44,770.82	0.00	20,383.65	5.99	315,907.46
total		44,770.82	0.00	20,383.65		
4	315,907.46	44,770.82	0.00	18,922.86	5.99	290,059.50
total		44,770.82	0.00	18,922.86		
5	290,059.50	44,770.82	0.00	17,374.56	5.99	262,663.24
total		44,770.82	0.00	17,374.56		
6	262,663.24	44,770.82	0.00	15,733.53	5.99	233,625.95
total		44,770.82	0.00	15,733.53		
7	233,625.95	44,770.82	0.00	13,994.19	5.99	202,849.32
total		44,770.82	215,000.00	13,994.19		
8	202,849.32	0.00	215,000.00	12,150.68	5.99	0.00
total		0.00	215,000.00	12,150.68		
total		313,395.74	215,000.00	120,321.35		

(*)Does not include any rent payment or other amount then due.

Initialed: _____
(Lessee)



Meridian
 500 E Overland Rd Meridian, ID 83642
 208.888.2287

SALES AGREEMENT

AGREEMENT: Q000362368-10
 AGREEMENT DATE: 10/1/2024
 AGREEMENT EXPIRES: 5/9/2024
 WAREHOUSE: Meridian Machine Sales
 CUSTOMER NO.: 5684800
 CUSTOMER PO:
 SALESMAN: Chad A Allen

SOLD TO:
 City Of Mccall
 815 S Samson Trl
 McCall, ID 83638-5137

SHIP TO:
 POK
 815 S Samson Trl
 McCall, ID 83638-5137

Chad.Allen@wseco.com

ITEM DESCRIPTION	PRICE
2024 Caterpillar 950 Medium Wheel Loader S/N: TN201043 ID:E0141842	\$412,474.39
<ul style="list-style-type: none"> ● Caterpillar FORKS 950M S/N: TBD ● Delivery Freight ● New Warranty - New Warranty 7 year 5,000 Failsafe warranty ● Training 	
Governmental Buyback - Governmental Buyback 7 Year 5,000 Hour \$215,000	\$0.00
TRADE PROPOSAL	
2022 Caterpillar 60 FORK WL S/N: A4228CC20646 SMU: 0 hrs	(\$4,800.00)

The trade proposal offered is based on the information you have provided and is contingent on a final inspection before the Agreement is accepted by both parties. If the proposed trade equipment hours increase by 200 hours over what has been specified herein or the inspection reveals an unexpected change in the equipment operation or the equipment, the trade proposal valuation will become invalid. The Trade Proposal will become final upon the execution of this Agreement by WSECO.

Notes		
	Before Tax Balance	\$407,674.39
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$407,674.39

Western States Equipment

City Of Mccall

Order Received by _____
 Title Regional Sales Manager Date _____

Approved and Accepted by _____
 Title _____ Date _____

Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



SALES AGREEMENT

NO.: Q000362368-10

EQUIPMENT DETAILS

950 950
 5906325 CAB, DELUXE STRG WHL
 5906265 STEERING SYST, STD, WHL
 6467625 950 CPM
 5906249 STANDARD PACKAGE
 5906333 COUNTERWEIGHT, AUXILIARY
 5906313 AXLE OIL COOLER READY, ED
 5906344 QUICK COUPLER READY, STD
 5906273 STARTING, COLD (120V)
 5587416 CAB, DELUXE, STRG WHEEL
 5060255 WINDOWS, STANDARD
 5906265 STEERING SYST, STD, WHL
 5587457 TECHNOLOGY, PAYLOAD, ASSIST
 5906142 FAN, STANDARD
 6227037 TIRES, 23.5R25 MX XHA2 * L3
 5503411 FENDERS, ROADING
 6176372 QUICK COUPLER, FUSION
 3788422 3V&4V IMPLEMENT LINES (QC)
 4218926 SERIALIZED TECHNICAL MEDIA KIT
 5633741 OIL CHANGE SYSTEM, HIGH SPEED
 0P3940 PROTECTION, CYLINDER ROD
 0P6619 ROLL ON-ROLL OFF

5906116 REGIONAL PKG, AM-N W
 5361585 LEVERS 4V, STEERING WHEEL
 5906108 950 WHEEL LOADER
 5906116 REGIONAL PKG, AM-N, WHL
 5906206 LINKAGE, STANDARD LIFT
 5906325 AXLES, AUTO/AUTO, SGR, WHL
 5906153 HYDRAULICS, 4V RC STD/LOG
 3669912 HYDRAULIC OIL, STANDARD
 5906197 LIGHTS, LED PREMIUM
 5979184 FILTRATION, STANDARD
 5361585 LEVERS 4V, STEERING WHEEL
 6347288 PRODUCT LINK, SATELLITE PLE632
 5674726 COOLING CORES, 6 FPI
 6261926 ANTIFREEZE, -34C (-29F)
 3650112 AIR INLET STANDARD, RAIN CAP
 5906240 SOUND SUPPRESSION, STANDARD
 5162827 BKTA GP ST 115" 4.75YD3 FUS
 5906225 LUBRICATION, MANUAL, STD
 5698170 GUARD, POWERTRAIN
 0P9003 LANE 3 ORDER
 0P2918 STORAGE PROTECTION

DRAFT

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by **(1)** the execution of this SA by a representative of Customer or **(2)** Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or **(3)** the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or identical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____	WESTERN STATES EQUIPMENT COMPANY
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: <u>Regional Sales Manager</u>
Date: _____	Date: _____



STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of McCall			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE 815 S Samson Trl McCall, ID 83638-5137				
EXTENDED WARRANTY COVERAGE New Warranty - New Warranty 7 year 5,000 Failsafe warranty				
MODEL 950	PRODUCT DESCRIPTION 950 Medium Wheel Loader	HOUR METER 0	SERIAL NUMBER TN201043	DELIVERY DATE

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)

OWNER/LESSEE SIGNATURE : _____ DATE: _____

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : _____ DATE: _____

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA61629-3345.

Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect / disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228



Caterpillar Inc.
Peoria, Illinois 61629

Check when information has been entered into the Product. Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

Delivery Service Record

Comprobante Del Servicio de Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	950	TN201043	0		

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC,

Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P
Serial No. N/S	Serial No. N/S	Serial No. N/S	Serial No. N/S

Customer Name (Please Print) / Nombre del Cliente (con letra de imprenta) City Of Mccall

Dirección postal completa 815 S Samson Trl McCall, ID 83638-5137

Country / país USA

Delivery service on this machine has been completed, including the following items. Check () when each item is completed. El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque () cada punto que complete.

- 1. Operation Guide delivered with machine and operating controls and warning labels explained to user. Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.
- 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user, Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos
- 3. Parts Book delivered with machine. Se entregó con la máquina el Catálogo de Piezas.
- 4. All items on Delivery Checklist have been completed. Se hizo todo lo indicado en el Comprobante de Entrega (No. de Foma 01-085314-03).

User's Signature / Firma del usuario _____ Dir. Rep. Signature / Firma del representante del distribuidor _____

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- Make sure all necessary forms and literature are available.
- All decals are installed.
- All attachments are installed/available.
- Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- Explain Parts Book.
- Explain all warning labels on machine,
- Show location of all serial numbers on machine.

Lubrication and Maintenance.

- Explain Maintenance Guide.
- Instruct how to use lubrication and maintenance chart.
- Show all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP),
- Asegurese que hay disponibles todas las formas y folletos necesarios.
- Se han puesto todas las etiquetas.
- Todos los accesorios están instalados/disponibles.
- Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- Explicar el Catálogo de Piezas.
- Explicar todos los rótulos de advertencia de la máquina.
- Mostrar ubicación de todos los números de serie en la máquina.

Lubricación y Conservación

- Explicar la Guía de Conservación.
- Indicar cómo se utiliza el cuadro de lubricación y conservación.
- Mostrar todos los puntos de lubricación de la máquina y accesorios.



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>.

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document"). The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#). Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

FOR DEALER USE ONLY

Company : _____

Company UCID : _____

Company Name (print) : _____

Company Representative CWS ID : _____

Company Representative (print) : _____

Main Store Dealer Code : _____

Signature : _____

Dealer Representative Name : _____

Date : _____

Dealer Representative CWS ID : _____

Governmental Buyback



Dear City Of Mccall,

Tuesday, October 1, 2024

Reference Agreement: Q000362368-10

Please accept this letter as a guarantee for purchase of your Caterpillar machine mentioned in the box below. This guarantee is made in conjunction with the Governmental Failsafe Warranty. We agree to purchase this unit from you at the end of the term for the amount of value based on maximum of S.M.U.'s stated below. If the time period or service meter unit limits are exceeded the above machine will be appraised to determine a new value. Term begins at date of delivery, or start of financial contract.

Model	Serial Number	Term - Amount - Maximum S.M.U.'s
950	TN201043	Governmental Buyback 7 Year 5,000 Hour \$215,000

Lessee agrees that each Unit, upon its return, shall:

1. Be in sound mechanical condition and to be in good working order under full load.
2. Have the same attachments and piece parts as when delivered.
3. If machine is equipped with tires: have tires in safe and operable condition with a minimum of (40%) of wear remaining tread life and all of the same style (no recapped tires).
4. If machine is equipped with tracks: have a minimum of forty percent (40%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers, track rollers.
5. Have no cracked or broken glass.
6. Have no missing sheet metal and any damage to sheet metal.
7. Have no structural damage to frame.
8. Have met the full requirement of the warranty procedures, including scheduled oil sampling at the prescribed intervals.
9. Have no damage or modification to machine ROPS (roll over protection structure) per Caterpillar guidelines, repair or replacement of ROPS will be billed at time of return.

We require ninety (90) days written notice if you choose to exercise this guarantee and transfer title of the above-described equipment to Western States Equipment Company.

It is understood that under this agreement that the "terms of return" will be met and/or brought into compliance before this re-purchase agreement will be fully executed. Items that are out of compliance will be repaired and billed to City Of Mccall.

If you have any questions or if we may be of further assistance, please call.

Sincerely,

Vice President, Finance

Authroized Signature

Used Equipment Manager

First Name

Last Name

Email

Phone

Company

WHAT WOULD YOU LIKE ACCESS TO?

- VisionLink® (fleet management)
- Parts.Cat.Com/Cat® Central (buy parts online)
- Cat® Inspect (paperless inspection platform)
- Cat® SOS Manager (oil samples)
- Cat® Rental Store (manage equipment rentals)
- Cat® SIS (service & parts information)

Non-Appropriation Addendum

Lessee/Renter/Customer: City of McCall, Idaho	Title of lease, rental, or other agreement: Lease / Sales Agreement Dated: October 24, 2024
Lessor: Caterpillar Financial Services Corp	Lease, rental, or contract #: 001-70156662 2024 Caterpillar 950-14 Wheel Loader

This Non-Appropriation Addendum (this "Addendum") is made by and between the above-referenced lessee, renter, or other customer ("City") and the above-referenced lessor ("Lessor") on the 10 day of October 2024.

Introduction: City and Lessor are simultaneously herewith entering into the above-referenced lease, rental, or other agreement (the "Lease"); and City and Lessor wish to modify and/or supplement the terms of the Lease, as more particularly set forth herein below. This Addendum shall be effective as of the same date as the Lease (the "Effective Date").

1. Incorporation and Effect. This Addendum is hereby made a part of, and incorporated into, the Lease as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Lease shall remain in full force and effect, *provided that*, in the event of a conflict between any provision of this Addendum and any provision of the Lease, the provision of this Addendum shall control. In entering into this Addendum, it is the intent of City and Lessor to conform the terms and conditions of the Lease to the requirements of all applicable federal, state and local laws, rules and regulations relating to governmental entities and public finance. If any term or condition of this Addendum is

unenforceable or unlawful, then such provision shall be deemed null and void without invalidating the remaining provisions of the Lease.

2. **Definitions.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Lease. As used in this Addendum, the following terms shall have the following-described meanings:

"Goods" shall have the same meaning as the term "Equipment," "Leased Equipment,"

"Goods" or "Property" (or a similar term) as defined and used in the Lease.

3. **Non-Appropriation of Funds.** City hereby represents, warrants and covenants to Lessor that: (a) City intends, subject only to the provisions of this Section 3, to remit to Lessor all sums due and to become due under the Lease for the full multi-year term thereof; (b) City's governing body has appropriated sufficient funds to pay all amounts due to Lessor during City's current fiscal period; (c) City reasonably believes that legally available funds in an amount sufficient to make all such payments for the full multi-year term can be obtained; and (d) City intends to do all things lawfully within its power to obtain and maintain funds from which all such payments to become due during the full multi-year term of the Lease, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of City's governing body. In the event City's governing body fails to appropriate sufficient funds to make all payments and pay other amounts due and to become due during City's future fiscal periods, City may terminate the Lease as of the last day of the fiscal period for which appropriations were received (an "Event of Non-appropriation"). City agrees to deliver notice

of an Event of Non-appropriation to Lessor at least 30 days prior to the end of City's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation and to return the Goods pursuant to the return requirements stated in the Lease on or before the effective date of termination. City and Lessor understand and intend that City's obligation to make payments and pay other amounts due under the Lease shall constitute a current expense and shall not in any way be construed to be a debt, obligation, or liability in contravention of any applicable constitutional or statutory limitations or requirements concerning City's creation of indebtedness, nor shall anything contained herein constitute a pledge of City's general tax revenues, funds or monies.

4. Additional Representations, Warranties and Covenants of City. In addition to the other representations, warranties and covenants made by City as set forth in the Lease, City hereby represents, warrants and covenants to Lessor that: (a) City has the power and authority under applicable law to enter into the Lease and this Addendum and the transactions contemplated herein and therein and to perform all of its obligations hereunder and thereunder, (b) City has duly authorized the execution and delivery of the Lease and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Lease and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Lease and this Addendum enforceable against City in accordance with their terms, and City has complied with such public bidding requirements as may be applicable to the Lease and this Addendum and the transactions contemplated herein and therein, (d) upon Lessor's request,

City will provide Lessor with a copy of City's current financial statements within 150 days after the end of each fiscal period, and (e) during the term of the Lease, unless and until the Lease is terminated in accordance with Section 3 above, City shall provide to Lessor, no later than 10 days prior to the end of each fiscal period, with current budgets or other proof of appropriation for the ensuing fiscal period, and such other financial information relating to City's ability to continue the Lease, as Lessor may request.

5. **Indemnification.** To the extent City is or may be obligated to indemnify, defend, or hold Lessor harmless under the terms of the Lease, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 3 above.

6. **Remedies.** To the extent Lessor's remedies for a City default under the Lease include any right to accelerate amounts to become due under the Lease, such acceleration shall be limited to amounts to become due during City's then current fiscal period. In the event that City is obligated to return the Goods to Lessor, the same shall be done at City expense so long as the destination is not more than 100 miles distant from the City of McCall, Idaho; otherwise, Lessor shall pay the expense of transportation to the destination designated by Lessor. After an Event of Non-appropriation, so long as the lease payment for the then current fiscal year has been paid, upon delivery of the Goods in the manner prescribed and so long as the Goods shall be in the same condition as when received by City (ordinary wear and tear excepted) and is in good operating order and maintenance as required in the Lease, City's obligation to Lessor shall be deemed satisfied.

7. **Tax warranties.** Notwithstanding anything in the Lease to the contrary, City makes no warranties regarding whether any portion of the lease payments are interest or that the interest is exempt from taxation because of City's governmental status. City will and does warrant that it is a municipal corporation organized under the laws of the state of Idaho and will complete any IRS or other tax agency forms that Lessor directs so long as the information sought and factual representations to be made on the forms can be made accurately within the format of the forms. City reserves the right to include any explanation of data that City deems necessary to avoid misrepresenting any facts on said forms. A determination by any taxing authority that the lease payments, or any part of the lease payments, are includable in Lessor's gross income shall not constitute a default under the Lease and will not result in any increase in amounts payable under the lease.

8. **Accessions and attachments.** Notwithstanding anything in the Lease to the contrary, any accessions or attachments made to the Goods by the City are not part of the Goods and are not part of the Lease unless the accessions or attachments are provided by Lessor or Lessor's affiliate and are part of the description of the Goods contained in the lease or are bona fide replacements of original equipment integral to the Goods at the time of delivery to the City. At termination of the Lease, before the Goods are returned to Lessor, City will remove any accessions or attachments it has affixed to the Goods and will repair any damage to the Goods occasioned by the removal of the same.

9. **Preservation of right of offset.** Notwithstanding anything in the Lease to the contrary, City retains the right to offset against amounts due under the Lease any defense,

claim, setoff, or counterclaim or other right, existing or future, which City may have against the Lessor, or the entity that supplied the Goods.

10. Insurance. Notwithstanding anything in the Lease to the contrary, Lessor shall not be City's attorney in fact in any way or for any reason including but not limited to insurance. City shall not be obligated to assign any insurance policies, titles, rights, or benefits to Lessor.

11. Opinion letter by Counsel for City. The opinion letter, if any, required by Lessor from counsel for the City shall only require that counsel opine on: 1) whether the City is duly organized and legally existing as a political subdivision under the Constitution and laws of the state of Idaho; 2) whether the Lease has been duly authorized, executed and delivered by the City and, subject to any applicable bankruptcy, insolvency, moratorium, or other limitations found in Idaho law, is enforceable against City in accordance with its terms; 3) whether there is any litigation pending or, within counsel's best knowledge, threatened which seeks to restrain, enjoin, or in any other way challenges the authority of City to enter into the Lease or make an appropriation for payment of an annual lease payment; and 4) whether the Lease has been authorized, approved, and executed in accordance with all applicable open meeting, public records, and public bidding laws. No further opinions shall be required unless Lessor is willing to compensate counsel fully and adequately for the additional requested opinions and the liability thereby assumed.

12. Governing Law. Notwithstanding anything in the Lease to the contrary, the Lease and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the state of Idaho.

13. **Miscellaneous.** This Addendum, together with the provisions of the Lease not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings, and commitments. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute *one* and the same agreement. A facsimile or other copy of this Addendum with facsimile or copied signatures shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

IN WITNESS WHEREOF, the Lessor and Lessee do execute this Lease Addendum the day and year written above.

Lessee:

City of McCall, Idaho

By _____

Robert S. Giles, Mayor

Attest:

BessieJo Wagner, City Clerk

Lessor:

Caterpillar Financial Services Corporation

By _____

Name _____

Title _____

Acknowledgements

STATE OF IDAHO)
) ss.
County of Valley)

On this ____ day of October, 2024, before me, _____,
a Notary Public in and for said State, personally appeared Robert S. Giles and BessieJo Wagner,
known or identified to me to be the Mayor and City Clerk respectively of the City of McCall, a
municipal corporation, who executed the instrument on behalf of said entity and acknowledged to
me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____

STATE OF IDAHO)
) ss.
County of Valley)

On this ____ day of October, 2024, before me, _____,
a Notary Public in and for said State, personally appeared _____, known or
identified to me to be _____ of Caterpillar Financial Service Corporation
who executed the instrument on behalf of said entity and acknowledged to me that such entity
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.



Notary Public for Idaho
Residing at _____

McCALL CITY COUNCIL
AGENDA BILL

216 East Park Street
 McCall, Idaho 83638

Number AB 25-213
Meeting Date October 24, 2024

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Approve Resolution 24-22 authorizing the Mayor to enter into, on behalf of the City of McCall, a “Governmental Equipment Lease-Purchase Agreement” and a “Non-Appropriation Addendum” for FY25-2029 CAT 255 Wheeled Skid-steer</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager		
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
	COST IMPACT:	\$ 14,886.25 (annually)	Parks and Recreation	
FUNDING SOURCE:	Parks Department Downtown Snow Removal LOT Funding – FY24 Budget Line Item: 28-59-150-521.0	Airport		
		Library		
TIMELINE:	FY25– FY29	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

The Parks Department was budgeted for the Lease of a CAT 255 wheeled skid-steer loader which was funded through the Local Option Tax (LOT) in conjunction with the Downtown Sidewalk Snow Removal Program. This equipment will work in conjunction and jointly with the Streets snow removal equipment to clear the downtown area and numerous public parking lots throughout town, including the golf course parking lot. It will also function as a backup for streets plowing operations should a piece of equipment be out of service year round. In an effort to ensure this equipment is compatible with both our operations and the implements being used on similar equipment in other departments this model was vetted and selected during the budget process.

Western States has established a joint cooperative purchasing agreement that defines 2025 pricing for this equipment that is available to all non-profit entities. Attached is the sales/lease quote, product specifications, and terms and conditions of the lease for the proposed equipment. In conjunction with the other lease packages, Western States will authorize the order and delivery of the equipment to ensure it is available for the winter season.

All contracts/agreements are being reviewed by legal counsel prior to final document signatures. Documents submitted are draft until final legal approval.

RECOMMENDED ACTION:

Adopt Resolution 24-22 authorizing the Mayor to enter into, on behalf of the City of McCall, a “Governmental Equipment Lease-Purchase Agreement” and a “Non-Appropriation Addendum” for FY25-2029 CAT 255 Wheeled Skid-steer.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION



City of McCall

RESOLUTION 24-22

AND CERTIFICATE OF INCUMBENCY

Contract Number 001-70156660

Lessee: City of McCall - Parks Department

Amount: \$99,593.20 (Payment x Term)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McCALL, VALLEY COUNTY, STATE OF IDAHO, PROVIDING FOR FINDINGS AND PURPOSES; AUTHORIZING THE MAYOR TO ENTER INTO, ON BEHALF OF SAID MUNICIPALITY, A “GOVERNMENTAL EQUIPMENT LEASE AGREEMENT” AND A “LEASE ADDENDUM” BETWEEN THE CITY OF McCALL AND CATERPILLAR FINANCIAL SERVICES CORPORATION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the laws of the State of Idaho (the "State") authorize CITY OF MCCALL (the “Governmental Entity”), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and; and

WHEREAS, the Governmental Entity wants to lease, purchase and/or finance equipment (“Equipment”) from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer (“Caterpillar”) by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and.

WHEREAS, the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCCALL as follows:

Section 1. that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

Section 2. that changes may later be made to the Agreement if the changes are approved by the Governmental Entity’s counsel or members of the governing body of the Governmental Entity signing the Agreement (the “Approved Changes”) and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

Section 3. that the persons listed below, who are the incumbent officers of the Governmental Entity (the “Authorized Persons”):

NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

Robert S. Giles _____

Name

Colby Nielsen _____

Name

Mayor _____

Title

Council President _____

Title

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

Section 4. that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

Section 5. that nothing in this resolution, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

Section 6. that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

Section 7. that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

Section 8. This resolution shall take effect immediately upon its adoption and approval.

PASSED by the Mayor and City Council of the City of McCall this 24 day of October 2024.

Signed: _____

Robert S. Giles, Mayor

I, the undersigned City Clerk identified below, does hereby certify that I am the duly appointed and acting City Clerk of the City of McCall, a political subdivision duly organized and existing under the laws of the State where the City of McCall is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the City of McCall holding the offices set forth opposite their respective names.

ATTEST:

I, BessieJo Wagner, City Clerk of CITY OF MCCALL, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also

certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named above executes this document on behalf of the Governmental Entity.

Adopted this 24 day of October 2024.

Signature of City Clerk of the City of McCall
BessieJo Wagner, City Clerk
Date: _____

[SEAL]

DRAFT

NEXT

Complete these five items to get started.



- Complete and sign all documents in this package.
- Submit completed and signed documents by clicking FINISH at the end of your documents.
- Open and review your executed document package after you receive your confirmation email confirming all parties have signed.
- Register for MyCatFinancial to manage your account anytime and anywhere via desktop or with the free mobile app.
- Enroll in Auto Pay for one less thing to worry about. Skip the hassle of manually paying your bill every month and focus on running your business.



REGISTER FOR MYCATFINANCIAL

1. Visit mycatfinancial.com and select your country/language. You can also download the free app on your mobile device from the App Store or Google Play.
2. Click CREATE ACCOUNT in the white box
3. Input the required registration information
4. Click CONTINUE
5. Enter the code sent to your email
6. Click VERIFY
7. Create your password
8. Click CONTINUE
9. Click LINK A CONTRACT



a. Contract Number: 001-70156660

b. Serial/Customer Number: FL704323

c. Commencement Date: _____

- Apply for a Cat Card
- Make a payment
- Enroll in Auto Pay
- Request a payoff quote
- Review your contracts and invoices
- And more!

ACCOUNT FEATURES



ENROLL IN AUTO PAY

1. Login to MyCatFinancial and click ENROLL/MANAGE AUTO PAY in account settings (located at the top right of your screen)
2. Select the contracts you want to enroll in Auto Pay and click ENROLL
3. Enter your banking information for the recurring payment
4. That's it. Your payment will be automatically withdrawn from your account every month



CONTACT US

Have questions about your account? We can help.

Hours: Monday – Friday | 7 a.m. – 6 p.m. CST

Phone: 1-800-651-0567

Email: NABC.CustomerService@cat.com



PUT IT ON YOUR CAT® CARD

Cat Card is the fast, easy way to pay for parts, service, rentals and more — with no annual fee, competitive rates, flexible payment terms* and Cat Vantage Points earned on every qualifying purchase.** Use your Cat Card at participating Cat dealers, The Cat Rental Store and online at Parts.cat.com and Cat Central to get what you need and get back to work. Learn more at catcard.com.

PREVENTING FRAUD TOGETHER

Cat Financial is committed to helping you keep your personal and financial information secure. Find out how you can protect yourself against fraudulent activity by [visiting our website](#).

* Financing is subject to credit approval by Caterpillar Financial Commercial Account Corporation for US customers, and Caterpillar Financial Services Limited for Canadian customers. Not all customers will qualify. Additional terms and conditions may apply. Visit Catcard.com or contact your Cat dealer for more information. Offers subject to change without prior notice. Additional terms and conditions may apply.

** Cat Vantage Points are earned on qualifying purchases at participating Cat dealers, The Cat Rental Store and approved online retailers – either Parts.Cat.Com or Cat Central. Cat Vantage Points can be redeemed for Cat Credits to be used on future purchases of parts, service, sales, rentals and work tools at participating Cat dealers, The Cat Rental Store and approved online retailers. Availability to use Cat Credits on Parts.Cat.Com and Cat Central varies by dealer. Not all dealers will participate. Visit cat.com/catcardrewards for full details on earning Cat Vantage Rewards through your Cat Card, as well as rules governing Cat Credits.

These documents were prepared especially for:
 CITY OF MCCALL
 216 EAST PARK STREET
 MCCALL, ID 83638-3832

Dealer: WESTERN STATES EQUIPMENT COMPANY, H510
 Contract Number 001-70156660
 Transaction Number: 4758330
 Comments:

Date: 10/01/2024
 Time: 11:34:13 AM

Customer Executed Documents	Comments
<input type="checkbox"/> Governmental Lease Document	_____
<input type="checkbox"/> Insurance-Liability and Physical Damage	_____
<input type="checkbox"/> Advance Payment (cross out if N/A)	_____
<input type="checkbox"/> Guaranty of Payment (cross out if N/A)	_____
<input type="checkbox"/> Tax Exemption Certif. (cross out if N/A)	_____
<input type="checkbox"/> Title applied for (cross out if N/A)	_____
<input type="checkbox"/> Customer Information Verification	_____
<input type="checkbox"/> Any necessary Riders/Amendments	_____
<input type="checkbox"/> CVA DOC ADDENDUM TO FINANCE LEASE (Multiple CVA offers at Doc Gen)	_____
<input type="checkbox"/> FINAL CVA AT ADDENDUM (Multiple CVA offers at Doc Gen)	_____
<input type="checkbox"/> FINAL CVA AT QUOTE (Customer Accepted CVA before Doc Gen)	_____
<input type="checkbox"/> Other _____	_____
<input type="checkbox"/> 8038G / CG Form	_____
<input type="checkbox"/> Request for Minutes	_____
<input type="checkbox"/> Opinion of Counsel	_____
<input type="checkbox"/> Governmental Resolution to Lease, Purchase and/or Finance	_____
<input type="checkbox"/> Governmental Buyback Agreement (cross out if N/A)	_____

Dealer Executed Documents	
<input type="checkbox"/> Purchase Agreement	_____
<input type="checkbox"/> Dealer Invoice	_____
<input type="checkbox"/> All Credit Conditions Met	_____

*If any of these documents are altered, or if the Lessee wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.

If you have any questions concerning these documents please call and ask for

Checklist completed and confirmed by: _____ Print Name: _____
 Date: _____

These Documents do not constitute any offer or commitment to offer financing by Caterpillar Financial Services Corporation without Caterpillar Financial Services Corporation's expressed written approval.

1. PARTIES

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE:

CITY OF MCCALL
216 EAST PARK STREET
MCCALL, ID 83638-3832

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	ANNUAL LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
1 New 2024 Caterpillar 255-05 Compact Track Loader	FL704323	SEE ATTACHMENT	\$43,000.00	_____

TERMS AND CONDITIONS

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"), provided however, that your obligation to pay Lease Payments extends only from the effective date of this Agreement until expiration of your current fiscal year and thereafter if you renew this Agreement. In the event you desire to renew this Agreement, you shall specifically appropriate funds in the budget adopted by you to make the scheduled Lease Payments. Lease Payments shall be paid by Lessee to Lessor according to the attached payment schedule; provided that all amounts owing hereunder shall be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 100647, PASADENA, CA 91189-0647 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State of Idaho. Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 5.49% per annum.

4. **Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**

7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units in the ordinary course of your business and maintenance of property. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree that your budget for the current fiscal year includes a sufficient amount to permit you to discharge your obligations under this

Agreement. You also agree that your primary business official currently intends, to the extent permitted by law, to include in your budget for approval by your governing board for each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. In the event your governing board fails or refuses to appropriate monies sufficient to make the Payments due during your next succeeding fiscal year, this Agreement will not be renewed for such fiscal year and you shall return to us, no later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond the last fiscal year for which appropriations were made; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the component of the Lease Payments received by us that, for the purposes of Federal income taxation, is treated as interest will be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, or if you are in breach of any other tax warranty in this paragraph, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. **Insurance; Loss and Damage**
You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such

risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. **Title; Return of Units** Legal title to the Units is vested in us. Upon the payment of all amounts due hereunder, legal title to the Units will pass to you without the necessity of further action by the parties, and we will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling

equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.

15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as

16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State of Idaho.

SIGNATURES

LESSOR **CATERPILLAR FINANCIAL SERVICES CORPORATION**

LESSEE **CITY OF MCCALL**

Signature _____

Signature _____

Name (Print) _____

Name (Print) _____

Title _____

Title _____

Date _____

Date _____

DRAFT

GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Idaho (the "State") authorize CITY OF MCCALL (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)

Title (Print or Type)

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____, _____ of CITY OF MCCALL, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature _____
Title _____
Date _____

1. PARTIES

LESSOR

CATERPILLAR FINANCIAL SERVICES CORPORATION

LESSEE

CITY OF MCCALL

2. PAYMENT SCHEDULE

<u>PAYMENT NUMBER</u>	<u>PAYMENT DATE</u>	<u>PAYMENT AMOUNT</u>
1 - 5	_____	\$14,886.25
6	_____	\$43,000.00

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

CITY OF MCCALL

Signature _____

Signature _____

Name (Print) _____

Name (Print) _____

Title _____

Title _____

Date _____

Date _____

DRAFT

Opinion of Counsel

Re: Governmental Equipment Lease-Purchase Agreement (Contract Number 001-70156660) (the "Lease") Between CITY OF MCCALL ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity, I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessor and any subsequent assignee of Lessor's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Idaho (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

CITY OF MCCALL

Name(Print): _____ Date: _____

Signature: _____ Address: _____

Title: _____

INSURANCE SELECTION FORM-OUTSIDE INSURANCE CARRIER



Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Financial Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call **1-800-248-4228**, or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect Caterpillar Insurance for physical damage.

Transaction Number: 001-70156660 **Dealer Name:** WESTERN STATES EQUIPMENT COMPANY
Customer's Name: CITY OF MCCALL
Address: 216 EAST PARK STREET
MCCALL, ID 83638-3832

I have entered into the above agreement under which **I am responsible for providing insurance** against **ALL RISKS** of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN#	Value Including Tax
1. 255-05	2024 Caterpillar Compact Track Loader	FL704323		\$99,593.20

Insurance Agency _____ Insurance Agent's Name _____

Street Address _____

City _____ State _____ Zip _____

Agent's Phone Number _____ Fax Number _____ E-mail Address _____

TO CUSTOMER'S INSURANCE AGENT

I hereby instruct you to add Caterpillar Financial Services Corporation as a Loss Payee for physical damage and as an Additional Insured for general liability:

- To my existing policy number(s) _____, which now provide the coverage required, or
- To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature _____

Name(Print) _____

Title _____

Date _____

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

**PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:
CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203**

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CUSTOMER INFORMATION

CHANGES TO CUSTOMER INFORMATION

Customer Name: CITY OF MCCALL

Physical Address: 216 EAST PARK STREET
MCCALL, ID, 83638-3832

Mailing Address: 216 EAST PARK STREET
MCCALL, ID, 83638-3832

Equipment Location: 216 EAST PARK STREET
MCCALL, ID, 83638-3832

Business Phone: 2086348943

Mobile Phone: _____

E-mail Address: pborner@mccall.id.us

The changes above apply to: Current Request for financing All active contracts

TAX INFORMATION

Tax Exempt** Non-Exempt

Asset outside the City limits Yes _____ No _____

**** A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.**

AUTO PAY INFORMATION (Checking Account Information)

- I decline Auto Pay authorization at this time
- I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Auto Pay on:

Bank Name

Account Name (exactly as it appears on Check)

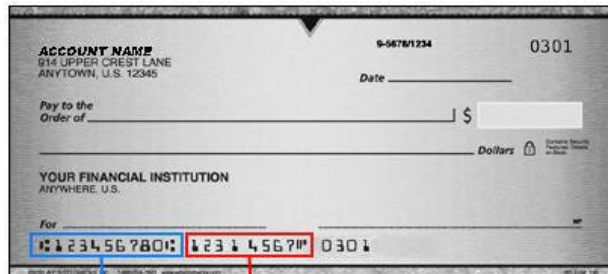
Routing Number

 9 digits

Account Number

 3-17 digits

Re-Enter Account Number

 3-17 digits

Routing Number Account Number

CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

Name _____

Title _____

For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

DRAFT

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C.**

Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC <http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

WESTERN STATES EQUIPMENT COMPANY
500 E OVERLAND RD
MERIDIAN, ID 83642-6606

Reference:

CITY OF MCCALL

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

DRAFT

Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No.
I	10/01/2024	001-70156660

CITY OF MCCALL
216 EAST PARK STREET
MCCALL, ID 83638-3832

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 2024 CATERPILLAR 255-05 COMPACT TRACK LOADER	FL704323		Upon Receipt.	1	\$14,886.25
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.					

PLEASE PAY THIS AMOUNT \$ \$14,886.25

Invoice No.	Total Enclosed
001-70156660 - 1	\$

CITY OF MCCALL
216 EAST PARK STREET
MCCALL, ID 83638-3832

Remit To: Caterpillar Financial Services Corporation
5th Floor Document Services
Doc Specialist: WESTERN STATES EQUIPMENT COMPANY
2120 West End Ave.
Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.

Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.

Non-Appropriation Addendum

Lessee/Renter/Customer: City of McCall, Idaho	Title of lease, rental, or other agreement: Lease / Sales Agreement Dated: October 10, 2024
Lessor: Caterpillar Financial Services Corp	Lease, rental, or contract #: 001-70156660 2024 Caterpillar 255-05 Compact Track Loader

This Non-Appropriation Addendum (this "Addendum") is made by and between the above-referenced lessee, renter, or other customer ("City") and the above-referenced lessor ("Lessor") on the 10 day of October 2024.

Introduction: City and Lessor are simultaneously herewith entering into the above-referenced lease, rental, or other agreement (the "Lease"); and City and Lessor wish to modify and/or supplement the terms of the Lease, as more particularly set forth herein below. This Addendum shall be effective as of the same date as the Lease (the "Effective Date").

1. Incorporation and Effect. This Addendum is hereby made a part of, and incorporated into, the Lease as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Lease shall remain in full force and effect, *provided that*, in the event of a conflict between any provision of this Addendum and any provision of the Lease, the provision of this Addendum shall control. In entering into this Addendum, it is the intent of City and Lessor to conform the terms and conditions of the Lease to the requirements of all applicable federal, state and local laws, rules and regulations relating

to governmental entities and public finance. If any term or condition of this Addendum is unenforceable or unlawful, then such provision shall be deemed null and void without invalidating the remaining provisions of the Lease.

2. **Definitions.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Lease. As used in this Addendum, the following terms shall have the following-described meanings:

"Goods" shall have the same meaning as the term "Equipment," "Leased Equipment," "Goods" or "Property" (or a similar term) as defined and used in the Lease.

3. **Non-Appropriation of Funds.** City hereby represents, warrants and covenants to Lessor that: (a) City intends, subject only to the provisions of this Section 3, to remit to Lessor all sums due and to become due under the Lease for the full multi-year term thereof; (b) City's governing body has appropriated sufficient funds to pay all amounts due to Lessor during City's current fiscal period; (c) City reasonably believes that legally available funds in an amount sufficient to make all such payments for the full multi-year term can be obtained; and (d) City intends to do all things lawfully within its power to obtain and maintain funds from which all such payments to become due during the full multi-year term of the Lease, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of City's governing body. In the event City's governing body fails to appropriate sufficient funds to make all payments and pay other amounts due and to become due during City's future fiscal periods, City may terminate the Lease as of the last day of the fiscal period for which

appropriations were received (an "Event of Non-appropriation"). City agrees to deliver notice of an Event of Non-appropriation to Lessor at least 30 days prior to the end of City's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation and to return the Goods pursuant to the return requirements stated in the Lease on or before the effective date of termination. City and Lessor understand and intend that City's obligation to make payments and pay other amounts due under the Lease shall constitute a current expense and shall not in any way be construed to be a debt, obligation, or liability in contravention of any applicable constitutional or statutory limitations or requirements concerning City's creation of indebtedness, nor shall anything contained herein constitute a pledge of City's general tax revenues, funds or monies.

4. Additional Representations, Warranties and Covenants of City. In addition to the other representations, warranties and covenants made by City as set forth in the Lease, City hereby represents, warrants and covenants to Lessor that: (a) City has the power and authority under applicable law to enter into the Lease and this Addendum and the transactions contemplated herein and therein and to perform all of its obligations hereunder and thereunder, (b) City has duly authorized the execution and delivery of the Lease and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Lease and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Lease and this Addendum enforceable against City in accordance with their terms, and City has complied with such public bidding requirements as may be applicable to the Lease and this

Addendum and the transactions contemplated herein and therein, (d) upon Lessor's request, City will provide Lessor with a copy of City's current financial statements within 150 days after the end of each fiscal period, and (e) during the term of the Lease, unless and until the Lease is terminated in accordance with Section 3 above, City shall provide to Lessor, no later than 10 days prior to the end of each fiscal period, with current budgets or other proof of appropriation for the ensuing fiscal period, and such other financial information relating to City's ability to continue the Lease, as Lessor may request.

5. **Indemnification.** To the extent City is or may be obligated to indemnify, defend, or hold Lessor harmless under the terms of the Lease, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 3 above.

6. **Remedies.** To the extent Lessor's remedies for a City default under the Lease include any right to accelerate amounts to become due under the Lease, such acceleration shall be limited to amounts to become due during City's then current fiscal period. In the event that City is obligated to return the Goods to Lessor, the same shall be done at City expense so long as the destination is not more than 100 miles distant from the City of McCall, Idaho; otherwise, Lessor shall pay the expense of transportation to the destination designated by Lessor. After an Event of Non-appropriation, so long as the lease payment for the then current fiscal year has been paid, upon delivery of the Goods in the manner prescribed and so long as the Goods shall be in the same condition as when received by City (ordinary wear and tear excepted) and is in good operating order and maintenance as required in the Lease, City's obligation to Lessor shall be deemed satisfied.

7. **Tax warranties.** Notwithstanding anything in the Lease to the contrary, City makes no warranties regarding whether any portion of the lease payments are interest or that the interest is exempt from taxation because of City's governmental status. City will and does warrant that it is a municipal corporation organized under the laws of the state of Idaho and will complete any IRS or other tax agency forms that Lessor directs so long as the information sought and factual representations to be made on the forms can be made accurately within the format of the forms. City reserves the right to include any explanation of data that City deems necessary to avoid misrepresenting any facts on said forms. A determination by any taxing authority that the lease payments, or any part of the lease payments, are includable in Lessor's gross income shall not constitute a default under the Lease and will not result in any increase in amounts payable under the lease.

8. **Accessions and attachments.** Notwithstanding anything in the Lease to the contrary, any accessions or attachments made to the Goods by the City are not part of the Goods and are not part of the Lease unless the accessions or attachments are provided by Lessor or Lessor's affiliate and are part of the description of the Goods contained in the lease or are bona fide replacements of original equipment integral to the Goods at the time of delivery to the City. At termination of the Lease, before the Goods are returned to Lessor, City will remove any accessions or attachments it has affixed to the Goods and will repair any damage to the Goods occasioned by the removal of the same.

9. **Preservation of right of offset.** Notwithstanding anything in the Lease to the contrary, City retains the right to offset against amounts due under the Lease any defense,

claim, setoff, or counterclaim or other right, existing or future, which City may have against the Lessor, or the entity that supplied the Goods.

10. Insurance. Notwithstanding anything in the Lease to the contrary, Lessor shall not be City's attorney in fact in any way or for any reason including but not limited to insurance. City shall not be obligated to assign any insurance policies, titles, rights, or benefits to Lessor.

11. Opinion letter by Counsel for City. The opinion letter, if any, required by Lessor from counsel for the City shall only require that counsel opine on: 1) whether the City is duly organized and legally existing as a political subdivision under the Constitution and laws of the state of Idaho; 2) whether the Lease has been duly authorized, executed and delivered by the City and, subject to any applicable bankruptcy, insolvency, moratorium, or other limitations found in Idaho law, is enforceable against City in accordance with its terms; 3) whether there is any litigation pending or, within counsel's best knowledge, threatened which seeks to restrain, enjoin, or in any other way challenges the authority of City to enter into the Lease or make an appropriation for payment of an annual lease payment; and 4) whether the Lease has been authorized, approved, and executed in accordance with all applicable open meeting, public records, and public bidding laws. No further opinions shall be required unless Lessor is willing to compensate counsel fully and adequately for the additional requested opinions and the liability thereby assumed.

12. Governing Law. Notwithstanding anything in the Lease to the contrary, the Lease and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the state of Idaho.

13. **Miscellaneous.** This Addendum, together with the provisions of the Lease not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings, and commitments. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute *one* and the same agreement. A facsimile or other copy of this Addendum with facsimile or copied signatures shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

IN WITNESS WHEREOF, the Lessor and Lessee do execute this Lease Addendum the day and year written above.

Lessee:

City of McCall, Idaho

By _____

Robert S. Giles, Mayor

Lessor:

Caterpillar Financial Services Corporation

By _____

Name _____

Title _____

Attest:

BessieJo Wagner, City Clerk

Acknowledgements

STATE OF IDAHO)
) ss.
County of Valley)

On this _____ day of October, 2024, before me, _____,
a Notary Public in and for said State, personally appeared Robert S. Giles and BessieJo Wagner,
known or identified to me to be the Mayor and City Clerk respectively of the City of McCall, a
municipal corporation, who executed the instrument on behalf of said entity and acknowledged to
me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____

STATE OF IDAHO)
) ss.
County of Valley)

On this _____ day of October, 2024, before me, _____,
a Notary Public in and for said State, personally appeared _____, known or
identified to me to be _____ of Caterpillar Financial Service Corporation
who executed the instrument on behalf of said entity and acknowledged to me that such entity
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____



Meridian
 500 E Overland Rd Meridian, ID 83642
 208.888.2287

SALES AGREEMENT

AGREEMENT: Q000367694-2
 AGREEMENT DATE: 9/3/2024
 AGREEMENT EXPIRES: 6/13/2024
 WAREHOUSE: Meridian Machine Sales
 CUSTOMER NO.: 5684800
 CUSTOMER PO:
 SALESMAN: Chad A Allen

SOLD TO:
 City Of Mccall
 815 S Samson Trl
 McCall, ID 83638-5137

SHIP TO:
 POK
 815 S Samson Trl
 McCall, ID 83638-5137

Chad.Allen@wseco.com

ITEM DESCRIPTION	PRICE
2024 Caterpillar 255 Compact Track Loaders S/N: FL704323 SMU: 3 hrs ID:E0142604	\$99,593.20
<ul style="list-style-type: none"> ● Caterpillar SNOW BLOWER SR321, 85" HF SSL S/N: KZB00611 ID: E0137039 ● Caterpillar 80" GP BKT .62CYD SSL S/N: A4246BK21425 ID: E0148807 ● Delivery Freight ● Training ● EMS Basic - EMS Basic 5 year 2,500 Hour POK Kit fluid filters for services per OMM ● New Warranty - 60 mo 2,500 hrs - PREMIER 	
Governmental Buyback - Governmental Buyback 5 year 2,500 hour \$43,000.00	\$0.00

DRAFT

Notes		
	Before Tax Balance	\$99,593.20
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$99,593.20

Western States Equipment	City Of Mccall
Order Received by _____	Approved and Accepted by _____
Title Salesman _____ Date _____	Title _____ Date _____
	Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



SALES AGREEMENT

NO.: Q000367694-2

EQUIPMENT DETAILS

5860258 255 05A COMPACT TRACK LOADER
 5792312 REAR LIGHTS
 5859582 INSTRUCTIONS, ANSI, USA
 5859666 FAN, COOLING, DEMAND
 5859684 HYDRAULICS, PERFORMANCE, (HP3)
 5860028 RIDE CONTROL
 5860291 QUICK COUPLER, HYD, SELF LEVEL
 5937243 DOOR, CAB, GLASS
 5942212 HEATER, ENGINE COOLANT, 120V
 6131925 SEAT BELT, 3"
 6423004 IDLER WHEELS, TRIPLE FLANGE
 6437208 CERTIFICATION ARR, P65
 4218926 SERIALIZED TECHNICAL MEDIA KIT
 0P9003 LANE 3 ORDER
 0P0096
 0P0096

5792311 WORKLIGHTS,LED,FRONT/REAR/SIDE
 5792324 PRODUCT LINK, CELLULAR PLE643
 5859587 SEAT,AIR SUSPENSION,CLOTH,HEAT
 5859676 COUNTERWEIGHT,MACHINE,EXTERNAL
 5859836 COMFORT PKG, ENCLOSED CAB,HVAC
 5860092 GUARDING / SEALING PKG, (HD1)
 5901211 FUEL, ELECTRIC PRIMING
 5941466 TRACK,RUBBER,400MM(15.7 IN)BAR
 6016604 PACKAGE, TECHNOLOGY (T5)
 6405405 HOSE GUIDE, ATTACHMENT
 6431300 SHIPPING/STORAGE PROTECTION
 6518586 INTEGRATED RADIO
 0P0210 PACK, DOMESTIC TRUCK
 WT-SSL WT-SSL
 5464504 SNOW BLOWER, SR321,
 2795377 BUCKET-GP, 80", BOCE

DRAFT

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by **(1)** the execution of this SA by a representative of Customer or **(2)** Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or **(3)** the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material, fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or identical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____	WESTERN STATES EQUIPMENT COMPANY
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: Salesman
Date: _____	Date: _____



STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of Mccall			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE 815 S Samson Trl McCall, ID 83638-5137				
EXTENDED WARRANTY COVERAGE New Warranty - 60 mo 2,500 hrs & PREMIER				
MODEL 255	PRODUCT DESCRIPTION 255 Compact Track	HOUR METER 3	SERIAL NUMBER FL704323	DELIVERY DATE

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)

OWNER/LESSEE SIGNATURE : _____ DATE: _____

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : _____ DATE: _____

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA61629-3345.

Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect I disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product or the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228



Caterpillar Inc.
Peoria, Illinois 61629

Check when information has been entered into the Product. Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

Delivery Service Record

Comprobante Del Servicio de Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	255	FL704323	3		

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC,

Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P
SNOW BLOWER SR321, 85" HF SSL	80" GP BKT .62CYD SSL		
Serial No. N/S KZB00611	Serial No. N/S A4246BK21425	Serial No. N/S	Serial No. N/S

Customer Name (Please Print) / Nombre del Cliente (con letra de imprenta) City Of Mccall

Dirección postal completa 815 S Samson Trl McCall, ID 83638-5137

Country / país USA

Delivery service on this machine has been completed, including the following items. Check () when each item is completed. El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque () cada punto que complete.

- 1. Operation Guide delivered with machine and operating controls and warning labels explained to user. Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.
- 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user. Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos
- 3. Parts Book delivered with machine. Se entregó con la máquina el Catálogo de Piezas.
- 4. All items on Delivery Checklist have been completed. Se hizo todo lo indicado en el Comprobante de Entrega (No. de Foma 01-085314-03).

User's Signature / Firma del usuario _____ Dir. Rep. Signature / Firma del representante del distribuidor _____

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- Make sure all necessary forms and literature are available.
- All decals are installed.
- All attachments are installed/available.
- Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- Explain Parts Book.
- Explain all warning labels on machine.
- Show location of all serial numbers on machine.

Lubrication and Maintenance.

- Explain Maintenance Guide.
- Instruct how to use lubrication and maintenance chart.
- Show all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- Asegurese que hay disponibles todas las formas y folletos necesarios.
- Se han puesto todas las etiquetas.
- Todos los accesorios están instalados/disponibles.
- Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- Explicar el Catálogo de Piezas.
- Explicar todos los rótulos de advertencia de la máquina.
- Mostrar ubicación de todos los números de serie en la máquina.

Lubricación y Conservación

- Explicar la Guía de Conservación.
- Indicar cómo se utiliza el cuadro de lubricación y conservación.
- Mostrar todos los puntos de lubricación de la máquina y accesorios.



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>.

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document"). The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement. Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

FOR DEALER USE ONLY

Company : _____

Company UCID : _____

Company Name (print) : _____

Company Representative CWS ID : _____

Company Representative (print) : _____

Main Store Dealer Code : _____

Signature : _____

Dealer Representative Name : _____

Date : _____

Dealer Representative CWS ID : _____

New Machine Purchase - Customer Value Agreement Basic Parts Only Kit



Customer : City Of Mccall

Date : Tuesday, September 3, 2024

Account # : 5684800

Delivery Date : 8/30/2024

Western States Equipment Contact : Chad.Allen@wseco.com

MACHINE INFORMATION

Machine Serial : FL704323

Single 500 Hr. Service

Machine Model : 255 Compact Track Loaders

CLIENT INFORMATION

Address (no P.O. box) : _____

City : _____ State : _____ Zip : _____

Contact's Email : _____

WESTERN STATES RESPONSIBILITIES

- Provide Basic Parts Only Kit (POK) for Oil Change. Includes: Engine Oil Filter, Fuel Filter(s), necessary seals and gaskets, primary engine air filter and two SOS samples for hydraulic and engine oil sampling
- The 500 hour POK kit will be used for the first 500 hour service
- We will monitor and proactively ship your POK kits in advance for the service interval or at the end of the 12 months from agreement date
- Provide personalized product consultation

CLIENT'S RESPONSIBILITIES

- Maintain working telematics systems, Productlink or equivalent telematics
- Perform all 10 hr., 50 hr., 100 hr., and 250 hr. scheduled maintenance and inspections as outlined in the applicable Caterpillar and/or other Manufacturer's Operation & Maintenance Manual
- Maintain accurate records of daily inspections, including machine operating hours
- Client is responsible for following all requirements as defined in the Operation Maintenance Manual at the appropriate service schedule intervals
- Daily Checks: Walk around inspection, engine air filters, fluid levels, grease, top off oils

TERMS OF AGREEMENT

Unless otherwise agreed in writing by the President or a Vice President of Western States Equipment Company, the purchase of services, goods and parts from Western States Equipment Company will be governed solely by the Western States Equipment Company's Customer Value Agreement Terms and Conditions ("**Terms and Conditions**"), which are available at <https://www.westernstatescat.com/termsandconditions/>. A hard copy of the Terms and Conditions is available upon written request to legal@wseco.com. Western States Equipment Company's Terms and Conditions are hereby incorporated by reference into this document and all other documents related to your purchase of services, goods and parts from Western States Equipment Company. By purchasing services, goods and parts from Western States Equipment Company, you agree to be bound by the Terms and Conditions as exactly written.

Client Signature and Date

Western States Equipment Signature and Date

Governmental Buyback



Dear City Of Mccall,

Tuesday, September 3, 2024

Reference Agreement: Q000367694-2

Please accept this letter as a guarantee for purchase of your Caterpillar machine mentioned in the box below. This guarantee is made in conjunction with the Governmental Failsafe Warranty. We agree to purchase this unit from you at the end of the term for the amount of value based on maximum of S.M.U's stated below. If the time period or service meter unit limits are exceeded the above machine will be appraised to determine a new value. Term begins at date of delivery, or start of financial contract.

Model	Serial Number	Term - Amount - Maximum S.M.U.'s
255	FL704323	Governmental Buyback 5 year 2,500 hour \$43,000.00

Lessee agrees that each Unit, upon its return, shall:

1. Be in sound mechanical condition and to be in good working order under full load.
2. Have the same attachments and piece parts as when delivered.
3. If machine is equipped with tires: have tires in safe and operable condition with a minimum of (40%) of wear remaining tread life and all of the same style (no recapped tires).
4. If machine is equipped with tracks: have a minimum of forty percent (40%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers, track rollers.
5. Have no cracked or broken glass.
6. Have no missing sheet metal and any damage to sheet metal.
7. Have no structural damage to frame.
8. Have met the full requirement of the warranty procedures, including scheduled oil sampling at the prescribed intervals.
9. Have no damage or modification to machine ROPS (roll over protection structure) per Caterpillar guidelines, repair or replacement of ROPS will be billed at time of return.

We require ninety (90) days written notice if you choose to exercise this guarantee and transfer title of the above-described equipment to Western States Equipment Company.

It is understood that under this agreement that the "terms of return" will be met and/or brought into compliance before this re-purchase agreement will be fully executed. Items that are out of compliance will be repaired and billed to City Of Mccall.

If you have any questions or if we may be of further assistance, please call.

Sincerely,

Vice President, Finance

Authroized Signature

Used Equipment Manager

First Name

Last Name

Email

Phone

Company

WHAT WOULD YOU LIKE ACCESS TO?

- VisionLink[®] (fleet management)
- Parts.Cat.Com/Cat[®] Central (buy parts online)
- Cat[®] Inspect (paperless inspection platform)
- Cat[®] SOS Manager (oil samples)
- Cat[®] Rental Store (manage equipment rentals)
- Cat[®] SIS (service & parts information)

CERTIFICATE OF INSURANCE		Issue Date: 10/2/2024
Agent for Public Entity: Marty Koch The Hartwell Corporation 1220 Cleveland Caldwell, ID 83606		This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policy below. This certificate of insurance does not constitute a contract between the issuing insurer, agent and the certificate holder. PROGRAM AFFORDING COVERAGE: Idaho Counties Risk Management Program, Underwriters P. O. Box 15249 Boise, ID 83715
ICRMP Member: City of McCall 216 East Park Street McCall, ID 83638		

This certifies coverages listed below are issued to the above member for the time period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Section Number	Type of Insurance - Coverage Form	Policy Number	Date Added	Expiration Date	Property Deductible (except flood/quake):	Auto Damage Deductible:
		44A02115100124	10/2/2024	10/1/2025	\$10,000	\$1,500
V	PROPERTY INSURANCE -OCCURRENCE	1. Buildings, Structures and Property 2. Mobile Equipment and Vehicle Physical Damage		Per valuation clause within policy		
VI	CRIME INSURANCE -OCCURRENCE	1. Employee Dishonesty 2. Loss Inside Premises 3. Loss Outside Premises 4. Policy in Lieu of Public Officials Surety Bond Notary Bond	Each Occurrence Each Occurrence Each Occurrence Each Occurrence Each Occurrence	\$500,000 \$500,000 \$500,000 \$50,000 \$25,000		

				For Claims Pursuant to Title 6, Ch.9, Idaho Tort Claims Act	All Other Covered Liability Claims
VII	AUTOMOBILE LIABILITY -OCCURRENCE	1. Automobile Liability 2. Automobile Medical Payments 3. Uninsured Motorist	Each Accident Each Person Each Accident Each Person Each Accident	\$500,000 \$5,000 \$100,000 \$100,000 \$300,000	\$3,000,000 \$5,000 \$100,000 \$100,000 \$300,000
VIII	GENERAL LIABILITY -OCCURRENCE	1. General Liability	Each Occurrence	\$500,000	\$3,000,000
IX	LAW ENFORCEMENT LIABILITY -OCCURRENCE	1. Law Enforcement Liability	Each Occurrence	\$500,000	\$3,000,000
X	ERRORS/OMISSIONS LIABILITY -CLAIMS MADE	1. Errors Omission Liability	Each Claim	\$500,000	\$3,000,000
XI	EMPLOYEE BENEFITS LIABILITY -CLAIMS MADE	1. Employee Benefits Liability	Each Claim	\$500,000	\$3,000,000
XII	EMPLOYMENT PRACTICES LIABILITY -CLAIMS MADE	1. Employment Practices Liability	Each Claim	\$500,000	\$3,000,000
XIV	SEXUAL MOLESTATION/ABUSE LIABILITY -CLAIMS MADE	1. Sexual Molestation/Sexual Abuse Liability	Each Claim	\$500,000	\$3,000,000
XV	CYBER PRIVACY or SECURITY ENDORSEMENT -CLAIMS MADE	1. Cyber Privacy or Security Event Endorsement	Each Claim	\$1,000,000	\$1,000,000

Description of Operations/Locations/Vehicles/Restrictions/Special Items:

2024 Caterpillar 255-05 Compact Track Loader #FL704323
Declared value: \$99,600.00

For above described item, coverage both for property damage & liability arising from Insured. If Certholder is named as party to lawsuit solely due to relationship with Insured & not as result of its own conduct, we will accept tender of defense, until liability determination. Certholder as Loss Payee as their interest may appear.



Certificate Holder: Caterpillar Financial Services Corporation 2120 West End Avenue Nashville, TN 37203	Cancellation Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions-30 days minimum
	Authorized Representative <i>Justin Nyquist</i> ICRMP 24/25

McCALL CITY COUNCIL
AGENDA BILL

216 East Park Street
 McCall, Idaho 83638

Number AB 25-214
Meeting Date October 24, 2024

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Approve Resolution 24-21 authorizing the Mayor to enter into, on behalf of the City of McCall, a “Governmental Equipment Lease-Purchase Agreement” and a “Non-Appropriation Addendum” for FY25-2029 CAT 262 Tracked Skid-steer</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager		
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
	COST IMPACT:	\$13,105.53 (annually)	Parks and Recreation	
FUNDING SOURCE:	Parks Department Downtown Snow Removal LOT Funding – FY24 Budget Line Item: 28-59-150-521.0	Airport		
		Library		
TIMELINE:	FY25– FY29	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

The Parks Department was budgeted for the Lease of a CAT 262 Tracked Skid-steer Loader, which was funded through the Local Option Tax (LOT) in conjunction with the Downtown Sidewalk Snow Removal Program. This equipment will work in conjunction and jointly with the Streets snow removal equipment to clear the downtown area and numerous public parking lots throughout town, including the golf course parking lot. It will also function as a backup for streets plowing operations should a piece of equipment be out of service year-round. In an effort to ensure this equipment is compatible with both our operations and the implements being used on similar equipment in other departments this model was vetted and selected during the budget process.

Western States has established a joint cooperative purchasing agreement that defines 2025 pricing for this equipment that is available to all non-profit entities. Attached is the sales/lease quote, product specifications, and terms and conditions of the lease for the proposed equipment. In conjunction with the other lease packages Western States will authorize the order and delivery of the equipment to ensure it is available for the winter season.

All contracts/agreements are being reviewed by legal counsel prior to final document signatures. Documents submitted are draft until final legal approval.

RECOMMENDED ACTION:

Adopt Resolution 24-21 authorizing the Mayor to enter into, on behalf of the City of McCall, a “Governmental Equipment Lease-Purchase Agreement” and a “Non-Appropriation Addendum” for FY25-2029 CAT 262 Tracked Skid-steer.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION



City of McCall

RESOLUTION 24-21

AND CERTIFICATE OF INCUMBENCY

Contract Number 001-70156453

Lessee: City of McCall - Parks Department

Amount: \$86,210.85 (Payment x Term)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McCALL, VALLEY COUNTY, STATE OF IDAHO, PROVIDING FOR FINDINGS AND PURPOSES; AUTHORIZING THE MAYOR TO ENTER INTO, ON BEHALF OF SAID MUNICIPALITY, A “GOVERNMENTAL EQUIPMENT LEASE AGREEMENT” AND A “LEASE ADDENDUM” BETWEEN THE CITY OF McCALL AND CATERPILLAR FINANCIAL SERVICES CORPORATION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the laws of the State of Idaho (the "State") authorize CITY OF MCCALL (the “Governmental Entity”), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and; and

WHEREAS, the Governmental Entity wants to lease, purchase and/or finance equipment (“Equipment”) from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer (“Caterpillar”) by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and.

WHEREAS, the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCCALL as follows:

Section 1. that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

Section 2. that changes may later be made to the Agreement if the changes are approved by the Governmental Entity’s counsel or members of the governing body of the Governmental Entity signing the Agreement (the “Approved Changes”) and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

Section 3. that the persons listed below, who are the incumbent officers of the Governmental Entity (the “Authorized Persons”):

NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

Robert S. Giles _____

Name

Colby Nielsen _____

Name

Mayor _____

Title

Council President _____

Title

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

Section 4. that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

Section 5. that nothing in this resolution, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

Section 6. that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

Section 7. that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

Section 8. This resolution shall take effect immediately upon its adoption and approval.

PASSED by the Mayor and City Council of the City of McCall this 24 day of October 2024.

Signed: _____

Robert S. Giles, Mayor

I, the undersigned City Clerk identified below, does hereby certify that I am the duly appointed and acting City Clerk of the City of McCall, a political subdivision duly organized and existing under the laws of the State where the City of McCall is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the City of McCall holding the offices set forth opposite their respective names.

ATTEST:

I, BessieJo Wagner, City Clerk of CITY OF MCCALL, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also

certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named above executes this document on behalf of the Governmental Entity.

Adopted this 24 day of October 2024.

Signature of BessieJo Wagner
City Clerk of the City of McCall
Date: _____

[SEAL]

DRAFT

NEXT

Complete these five items to get started.



- Complete and sign all documents in this package.
- Submit completed and signed documents by clicking FINISH at the end of your documents.
- Open and review your executed document package after you receive your confirmation email confirming all parties have signed.
- Register for MyCatFinancial to manage your account anytime and anywhere via desktop or with the free mobile app.
- Enroll in Auto Pay for one less thing to worry about. Skip the hassle of manually paying your bill every month and focus on running your business.



REGISTER FOR MYCATFINANCIAL

1. Visit mycatfinancial.com and select your country/language. You can also download the free app on your mobile device from the App Store or Google Play.
2. Click CREATE ACCOUNT in the white box
3. Input the required registration information
4. Click CONTINUE
5. Enter the code sent to your email
6. Click VERIFY
7. Create your password
8. Click CONTINUE
9. Click LINK A CONTRACT

a. Contract Number: 001-70156453

b. Serial/Customer Number: TP403435

c. Commencement Date: _____

- Apply for a Cat Card
- Make a payment
- Enroll in Auto Pay
- Request a payoff quote
- Review your contracts and invoices
- And more!



ACCOUNT FEATURES



ENROLL IN AUTO PAY

1. Login to MyCatFinancial and click **ENROLL/MANAGE AUTO PAY** in account settings (located at the top right of your screen)
2. Select the contracts you want to enroll in Auto Pay and click ENROLL
3. Enter your banking information for the recurring payment
4. That's it. Your payment will be automatically withdrawn from your account every month



CONTACT US

Have questions about your account? We can help.

Hours: Monday – Friday | 7 a.m. – 6 p.m. CST

Phone: 1-800-651-0567

Email: NABC.CustomerService@cat.com



PUT IT ON YOUR CAT® CARD

Cat Card is the fast, easy way to pay for parts, service, rentals and more — with no annual fee, competitive rates, flexible payment terms* and Cat Vantage Points earned on every qualifying purchase.** Use your Cat Card at participating Cat dealers, The Cat Rental Store and online at Parts.cat.com and Cat Central to get what you need and get back to work. Learn more at catcard.com.

PREVENTING FRAUD TOGETHER

Cat Financial is committed to helping you keep your personal and financial information secure. Find out how you can protect yourself against fraudulent activity by [visiting our website](#).

* Financing is subject to credit approval by Caterpillar Financial Commercial Account Corporation for US customers, and Caterpillar Financial Services Limited for Canadian customers. Not all customers will qualify. Additional terms and conditions may apply. Visit Catcard.com or contact your Cat dealer for more information. Offers subject to change without prior notice. Additional terms and conditions may apply.

** Cat Vantage Points are earned on qualifying purchases at participating Cat dealers, The Cat Rental Store and approved online retailers — either Parts.Cat.Com or Cat Central. Cat Vantage Points can be redeemed for Cat Credits to be used on future purchases of parts, service, sales, rentals and work tools at participating Cat dealers, The Cat Rental Store and approved online retailers. Availability to use Cat Credits on Parts.Cat.Com and Cat Central varies by dealer. Not all dealers will participate. Visit cat.com/catcardrewards for full details on earning Cat Vantage Rewards through your Cat Card, as well as rules governing Cat Credits.

Document Checklist – Governmental Lease



These documents were prepared especially for:
 CITY OF MCCALL
 216 EAST PARK STREET
 MCCALL, ID 83638-3832

Dealer: WESTERN STATES EQUIPMENT COMPANY, H510
 Contract Number 001-70156453
 Transaction Number: 4758339
 Comments:

Date: 10/01/2024
 Time: 11:29:23 AM

Customer Executed Documents	Comments
<input type="checkbox"/> Governmental Lease Document	_____
<input type="checkbox"/> Insurance-Liability and Physical Damage	_____
<input type="checkbox"/> Advance Payment (cross out if N/A)	_____
<input type="checkbox"/> Guaranty of Payment (cross out if N/A)	_____
<input type="checkbox"/> Tax Exemption Certif. (cross out if N/A)	_____
<input type="checkbox"/> Title applied for (cross out if N/A)	_____
<input type="checkbox"/> Customer Information Verification	_____
<input type="checkbox"/> Any necessary Riders/Amendments	_____
<input type="checkbox"/> CVA DOC ADDENDUM TO FINANCE LEASE (Multiple CVA offers at Doc Gen)	_____
<input type="checkbox"/> FINAL CVA AT ADDENDUM (Multiple CVA offers at Doc Gen)	_____
<input type="checkbox"/> FINAL CVA AT QUOTE (Customer Accepted CVA before Doc Gen)	_____
<input type="checkbox"/> Other _____	_____
<input type="checkbox"/> 8038G / CG Form	_____
<input type="checkbox"/> Request for Minutes	_____
<input type="checkbox"/> Opinion of Counsel	_____
<input type="checkbox"/> Governmental Resolution to Lease, Purchase and/or Finance	_____
<input type="checkbox"/> Governmental Buyback Agreement (cross out if N/A)	_____

Dealer Executed Documents	
<input type="checkbox"/> Purchase Agreement	_____
<input type="checkbox"/> Dealer Invoice	_____
<input type="checkbox"/> All Credit Conditions Met	_____

*If any of these documents are altered, or if the Lessee wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.

If you have any questions concerning these documents please call and ask for

Checklist completed and confirmed by: _____ Print Name: _____
 Date: _____

These Documents do not constitute any offer or commitment to offer financing by Caterpillar Financial Services Corporation without Caterpillar Financial Services Corporation's expressed written approval.

1. PARTIES

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION
 2120 West End Avenue
 Nashville, TN 37203

LESSEE:

CITY OF MCCALL
 216 EAST PARK STREET
 MCCALL, ID 83638-3832

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	ANNUAL LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
1 New 2024 Caterpillar 262D3 Skid Steer Loader	TP403435	SEE ATTACHMENT	\$36,000.00	

TERMS AND CONDITIONS

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"), provided however, that your obligation to pay Lease Payments extends only from the effective date of this Agreement until expiration of your current fiscal year and thereafter if you renew this Agreement. In the event you desire to renew this Agreement, you shall specifically appropriate funds in the budget adopted by you to make the scheduled Lease Payments. Lease Payments shall be paid by Lessee to Lessor according to the attached payment schedule; provided that all amounts owing hereunder shall be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 100647, PASADENA, CA 91189-0647 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State of Idaho. Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

4. **Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**

7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units in the ordinary course of your business and maintenance of property. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree that your budget for the current fiscal year includes a sufficient amount to permit you to discharge your obligations under this Agreement. You also agree that your primary business official currently intends, to the extent permitted by law, to include in your budget for approval by your governing board for each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 5.49% per annum.

discharge your obligations under this Agreement. In the event your governing board fails or refuses to appropriate monies sufficient to make the Payments due during your next succeeding fiscal year, this Agreement will not be renewed for such fiscal year and you shall return to us, no later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond the last fiscal year for which appropriations were made; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the component of the Lease Payments received by us that, for the purposes of Federal income taxation, is treated as interest will be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, or if you are in breach of any other tax warranty in this paragraph, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. **Insurance; Loss and Damage**
You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to

loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. **Title; Return of Units** Legal title to the Units is vested in us. Upon the payment of all amounts due hereunder, legal title to the Units will pass to you without the necessity of further action by the parties, and we will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the

Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.

15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B **and** a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as

16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State of Idaho.

SIGNATURES

LESSOR **CATERPILLAR FINANCIAL SERVICES CORPORATION**

LESSEE **CITY OF MCCALL**

Signature _____

Signature _____

Name (Print) _____

Name (Print) _____

Title _____

Title _____

Date _____

Date _____

DRAFT

GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Idaho (the "State") authorize CITY OF MCCALL (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)

Title (Print or Type)

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____ of CITY OF MCCALL, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature _____
Title _____
Date _____

1. PARTIES

LESSOR

CATERPILLAR FINANCIAL SERVICES CORPORATION

LESSEE

CITY OF MCCALL

2. PAYMENT SCHEDULE

<u>PAYMENT NUMBER</u>	<u>PAYMENT DATE</u>	<u>PAYMENT AMOUNT</u>
1 - 5	_____	\$13,105.53
6	_____	\$36,000.00

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

CITY OF MCCALL

Signature _____

Signature _____

Name (Print) _____

Name (Print) _____

Title _____

Title _____

Date _____

Date _____

DRAFT

Opinion of Counsel

Re: Governmental Equipment Lease-Purchase Agreement (Contract Number 001-70156453) (the "Lease") Between CITY OF MCCALL ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity, I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessor and any subsequent assignee of Lessor's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Idaho (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

CITY OF MCCALL

Name(Print): _____ Date: _____

Signature: _____ Address: _____

Title: _____

INSURANCE SELECTION FORM-OUTSIDE INSURANCE CARRIER



Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Financial Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call **1-800-248-4228**, or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect Caterpillar Insurance for physical damage.

Transaction Number: 001-70156453 **Dealer Name:** WESTERN STATES EQUIPMENT COMPANY
Customer's Name: CITY OF MCCALL
Address: 216 EAST PARK STREET
MCCALL, ID 83638-3832

I have entered into the above agreement under which **I am responsible for providing insurance** against **ALL RISKS** of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN#	Value Including Tax
1. 262D3	2024 Caterpillar Skid Steer Loader	TP403435		\$86,210.85

Insurance Agency _____ Insurance Agent's Name _____

Street Address _____

City _____ State _____ Zip _____

Agent's Phone Number _____ Fax Number _____ E-mail Address _____

TO CUSTOMER'S INSURANCE AGENT

I hereby instruct you to add Caterpillar Financial Services Corporation as a Loss Payee for physical damage and as an Additional Insured for general liability:

- To my existing policy number(s) _____, which now provide the coverage required, or
- To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature _____

Name(Print) _____

Title _____

Date _____

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

**PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:
CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203**

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CUSTOMER INFORMATION **CHANGES TO CUSTOMER INFORMATION**

Customer Name: CITY OF MCCALL

Physical Address: 216 EAST PARK STREET
MCCALL, ID, 83638-3832

Mailing Address: 216 EAST PARK STREET
MCCALL, ID, 83638-3832

Equipment Location: 216 EAST PARK STREET
MCCALL, ID, 83638-3832

Business Phone: 2086348943

Mobile Phone: _____

E-mail Address: pborner@mccall.id.us

The changes above apply to: Current Request for financing All active contracts

TAX INFORMATION

Tax Exempt** **Non-Exempt**

Asset outside the City limits Yes _____ No _____

****A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.**

AUTO PAY INFORMATION (Checking Account Information)

I decline Auto Pay authorization at this time

I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Auto Pay on:

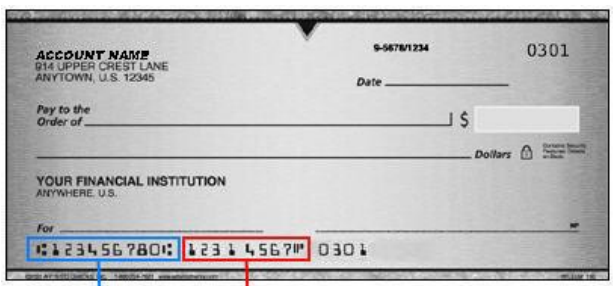
Bank Name

Routing Number
 9 digits

Account Number
 3-17 digits

Re-Enter Account Number
 3-17 digits

Account Name (exactly as it appears on Check)



CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

Name _____

Title _____

For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

DRAFT

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C.**

Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC <http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

WESTERN STATES EQUIPMENT COMPANY
500 E OVERLAND RD
MERIDIAN, ID 83642-6606

Reference:

CITY OF MCCALL

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

DRAFT

Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No.
I	10/01/2024	001-70156453

CITY OF MCCALL
216 EAST PARK STREET
MCCALL, ID 83638-3832

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 2024 CATERPILLAR 262D3 SKID STEER LOADER	TP403435		Upon Receipt.	1	\$13,105.53
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.					

PLEASE PAY THIS AMOUNT \$ \$13,105.53

Invoice No.	Total Enclosed
001-70156453 - 1	\$

CITY OF MCCALL
216 EAST PARK STREET
MCCALL, ID 83638-3832

Remit To: Caterpillar Financial Services Corporation
5th Floor Document Services
Doc Specialist: WESTERN STATES EQUIPMENT COMPANY
2120 West End Ave.
Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.

Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.

Non-Appropriation Addendum

Lessee/Renter/Customer: City of McCall, Idaho	Title of lease, rental, or other agreement: Lease / Sales Agreement Dated: October 10, 2024
Lessor: Caterpillar Financial Services Corp	Lease, rental, or contract #: 001-70156453 2024 Caterpillar 262D3 Skid Steer Loader

This Non-Appropriation Addendum (this "Addendum") is made by and between the above-referenced lessee, renter, or other customer ("City") and the above-referenced lessor ("Lessor") on the 10 day of October 2024.

Introduction: City and Lessor are simultaneously herewith entering into the above-referenced lease, rental, or other agreement (the "Lease"); and City and Lessor wish to modify and/or supplement the terms of the Lease, as more particularly set forth herein below. This Addendum shall be effective as of the same date as the Lease (the "Effective Date").

1. Incorporation and Effect. This Addendum is hereby made a part of, and incorporated into, the Lease as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Lease shall remain in full force and effect, *provided that*, in the event of a conflict between any provision of this Addendum and any provision of the Lease, the provision of this Addendum shall control. In entering into this Addendum, it is the intent of City and Lessor to conform the terms and conditions of the Lease to the requirements of all applicable federal, state and local laws, rules and regulations relating to governmental entities and public finance. If any term or condition of this Addendum is

unenforceable or unlawful, then such provision shall be deemed null and void without invalidating the remaining provisions of the Lease.

2. **Definitions.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Lease. As used in this Addendum, the following terms shall have the following-described meanings:

"Goods" shall have the same meaning as the term "Equipment," "Leased Equipment,"

"Goods" or "Property" (or a similar term) as defined and used in the Lease.

3. **Non-Appropriation of Funds.** City hereby represents, warrants and covenants to Lessor that: (a) City intends, subject only to the provisions of this Section 3, to remit to Lessor all sums due and to become due under the Lease for the full multi-year term thereof; (b) City's governing body has appropriated sufficient funds to pay all amounts due to Lessor during City's current fiscal period; (c) City reasonably believes that legally available funds in an amount sufficient to make all such payments for the full multi-year term can be obtained; and (d) City intends to do all things lawfully within its power to obtain and maintain funds from which all such payments to become due during the full multi-year term of the Lease, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of City's governing body. In the event City's governing body fails to appropriate sufficient funds to make all payments and pay other amounts due and to become due during City's future fiscal periods, City may terminate the Lease as of the last day of the fiscal period for which appropriations were received (an "Event of Non-appropriation"). City agrees to deliver notice

of an Event of Non-appropriation to Lessor at least 30 days prior to the end of City's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation and to return the Goods pursuant to the return requirements stated in the Lease on or before the effective date of termination. City and Lessor understand and intend that City's obligation to make payments and pay other amounts due under the Lease shall constitute a current expense and shall not in any way be construed to be a debt, obligation, or liability in contravention of any applicable constitutional or statutory limitations or requirements concerning City's creation of indebtedness, nor shall anything contained herein constitute a pledge of City's general tax revenues, funds or monies.

4. Additional Representations, Warranties and Covenants of City. In addition to the other representations, warranties and covenants made by City as set forth in the Lease, City hereby represents, warrants and covenants to Lessor that: (a) City has the power and authority under applicable law to enter into the Lease and this Addendum and the transactions contemplated herein and therein and to perform all of its obligations hereunder and thereunder, (b) City has duly authorized the execution and delivery of the Lease and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Lease and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Lease and this Addendum enforceable against City in accordance with their terms, and City has complied with such public bidding requirements as may be applicable to the Lease and this Addendum and the transactions contemplated herein and therein, (d) upon Lessor's request,

City will provide Lessor with a copy of City's current financial statements within 150 days after the end of each fiscal period, and (e) during the term of the Lease, unless and until the Lease is terminated in accordance with Section 3 above, City shall provide to Lessor, no later than 10 days prior to the end of each fiscal period, with current budgets or other proof of appropriation for the ensuing fiscal period, and such other financial information relating to City's ability to continue the Lease, as Lessor may request.

5. **Indemnification.** To the extent City is or may be obligated to indemnify, defend, or hold Lessor harmless under the terms of the Lease, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 3 above.

6. **Remedies.** To the extent Lessor's remedies for a City default under the Lease include any right to accelerate amounts to become due under the Lease, such acceleration shall be limited to amounts to become due during City's then current fiscal period. In the event that City is obligated to return the Goods to Lessor, the same shall be done at City expense so long as the destination is not more than 100 miles distant from the City of McCall, Idaho; otherwise, Lessor shall pay the expense of transportation to the destination designated by Lessor. After an Event of Non-appropriation, so long as the lease payment for the then current fiscal year has been paid, upon delivery of the Goods in the manner prescribed and so long as the Goods shall be in the same condition as when received by City (ordinary wear and tear excepted) and is in good operating order and maintenance as required in the Lease, City's obligation to Lessor shall be deemed satisfied.

7. **Tax warranties.** Notwithstanding anything in the Lease to the contrary, City makes no warranties regarding whether any portion of the lease payments are interest or that the interest is exempt from taxation because of City's governmental status. City will and does warrant that it is a municipal corporation organized under the laws of the state of Idaho and will complete any IRS or other tax agency forms that Lessor directs so long as the information sought and factual representations to be made on the forms can be made accurately within the format of the forms. City reserves the right to include any explanation of data that City deems necessary to avoid misrepresenting any facts on said forms. A determination by any taxing authority that the lease payments, or any part of the lease payments, are includable in Lessor's gross income shall not constitute a default under the Lease and will not result in any increase in amounts payable under the lease.

8. **Accessions and attachments.** Notwithstanding anything in the Lease to the contrary, any accessions or attachments made to the Goods by the City are not part of the Goods and are not part of the Lease unless the accessions or attachments are provided by Lessor or Lessor's affiliate and are part of the description of the Goods contained in the lease or are bona fide replacements of original equipment integral to the Goods at the time of delivery to the City. At termination of the Lease, before the Goods are returned to Lessor, City will remove any accessions or attachments it has affixed to the Goods and will repair any damage to the Goods occasioned by the removal of the same.

9. **Preservation of right of offset.** Notwithstanding anything in the Lease to the contrary, City retains the right to offset against amounts due under the Lease any defense,

claim, setoff, or counterclaim or other right, existing or future, which City may have against the Lessor, or the entity that supplied the Goods.

10. Insurance. Notwithstanding anything in the Lease to the contrary, Lessor shall not be City's attorney in fact in any way or for any reason including but not limited to insurance. City shall not be obligated to assign any insurance policies, titles, rights, or benefits to Lessor.

11. Opinion letter by Counsel for City. The opinion letter, if any, required by Lessor from counsel for the City shall only require that counsel opine on: 1) whether the City is duly organized and legally existing as a political subdivision under the Constitution and laws of the state of Idaho; 2) whether the Lease has been duly authorized, executed and delivered by the City and, subject to any applicable bankruptcy, insolvency, moratorium, or other limitations found in Idaho law, is enforceable against City in accordance with its terms; 3) whether there is any litigation pending or, within counsel's best knowledge, threatened which seeks to restrain, enjoin, or in any other way challenges the authority of City to enter into the Lease or make an appropriation for payment of an annual lease payment; and 4) whether the Lease has been authorized, approved, and executed in accordance with all applicable open meeting, public records, and public bidding laws. No further opinions shall be required unless Lessor is willing to compensate counsel fully and adequately for the additional requested opinions and the liability thereby assumed.

12. Governing Law. Notwithstanding anything in the Lease to the contrary, the Lease and this Addendum shall be governed by, construed, and enforced in accordance with the laws of the state of Idaho.

13. **Miscellaneous.** This Addendum, together with the provisions of the Lease not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings, and commitments. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute *one* and the same agreement. A facsimile or other copy of this Addendum with facsimile or copied signatures shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

IN WITNESS WHEREOF, the Lessor and Lessee do execute this Lease Addendum the day and year written above.

Lessee:

City of McCall, Idaho

By _____

Robert S. Giles, Mayor

Attest:

BessieJo Wagner, City Clerk

Lessor:

Caterpillar Financial Services Corporation

By _____

Name _____

Title _____

Acknowledgements

STATE OF IDAHO)
) ss.
County of Valley)

On this ____ day of October, 2024, before me, _____,
a Notary Public in and for said State, personally appeared Robert S. Giles and BessieJo Wagner,
known or identified to me to be the Mayor and City Clerk respectively of the City of McCall, a
municipal corporation, who executed the instrument on behalf of said entity and acknowledged to
me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____

STATE OF IDAHO)
) ss.
County of Valley)

On this ____ day of October, 2024, before me, _____,
a Notary Public in and for said State, personally appeared _____, known or
identified to me to be _____ of Caterpillar Financial Service Corporation
who executed the instrument on behalf of said entity and acknowledged to me that such entity
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____



Meridian
 500 E Overland Rd Meridian, ID 83642
 208.888.2287

SALES AGREEMENT

AGREEMENT: Q000367686-7
 AGREEMENT DATE: 9/3/2024
 AGREEMENT EXPIRES: 6/13/2024
 WAREHOUSE: Meridian Machine Sales
 CUSTOMER NO.: 5684800
 CUSTOMER PO:
 SALESMAN: Chad A Allen

SOLD TO:
 City Of Mccall
 815 S Samson Trl
 McCall, ID 83638-5137

SHIP TO:
 POK
 815 S Samson Trl
 McCall, ID 83638-5137

Chad.Allen@wseco.com

ITEM DESCRIPTION	PRICE
2024 Caterpillar 262D3 Skid Steer Loader S/N: TP403435 SMU: 3 hrs ID:E0142958	\$86,210.85
<ul style="list-style-type: none"> ● Caterpillar 80" GP BKT .62CYD SSL S/N: A423ABK21696 ID: E0135388 ● Caterpillar SNOW BLOWER SR321, 85" HF SSL S/N: KZB00628 ID: E0137040 ● Delivery Freight ● Training ● New Warranty - 60 mo 2,500 hrs - PREMIER ● EMS Basic - EMS Basic 5 year 2,500 Hour POK Kit fluid filters for services per OMM 	
Governmental Buyback - Governmental Buyback 5 year 2,500 hour \$36,000.00	\$0.00

Notes		
	Before Tax Balance	\$86,210.85
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$86,210.85

Western States Equipment	City Of Mccall
Order Received by _____	Approved and Accepted by _____
Title <u>Salesman</u> _____ Date _____	Title _____ Date _____
	Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



SALES AGREEMENT

NO.: Q000367686-7

EQUIPMENT DETAILS

0P0096
 WT-SSL WT-SSL
 5464504 SNOW BLOWER, SR321,
 6467039 262D3 CPM
 5565899 RIDE CONTROL
 3566082 REAR LIGHTS
 5426995 SEAT BELT, 3"
 2520346 TIRES, 12X16.5 CAT 14PR XD
 5123741 INSTRUCTIONS, ANSI, USA
 3453556 HEATER, ENGINE COOLANT, 120V
 4359238 FILM, SELF LEVEL, ANSI
 0P2266 SHIPPING/STORAGE PROTECTION
 0P9003 LANE 3 ORDER

2795377 BUCKET-GP, 80", BOCE
 0P0096
 5124262 262D3 SKID STEER LOADER
 5889091 CAB PACKAGE, ULTRA
 5685603 BATTERY,EXTRA HEAVY DUTY, DISC
 5398060 DOOR, CAB, GLASS
 6411758 PRODUCT LINK, CELLULAR PL243
 5631163 CERTIFICATION ARR, P65
 4218926 SERIALIZED TECHNICAL MEDIA KIT
 3455148 COUNTERWEIGHT,MACHINE,EXTERNAL
 4223445 FILM, RIDE CONTROL, ANSI
 0P0226 PACKING, ROLL ON - ROLL OFF

DRAFT

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by **(1)** the execution of this SA by a representative of Customer or **(2)** Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or **(3)** the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or identical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____	WESTERN STATES EQUIPMENT COMPANY
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: Salesman
Date: _____	Date: _____



STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of McCall			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE 815 S Samson Trl McCall, ID 83638-5137				
EXTENDED WARRANTY COVERAGE New Warranty - 60 mo 2,500 hrs & PREMIER				
MODEL 262D3	PRODUCT DESCRIPTION 262D3 Skid Steer Loader	HOUR METER 3	SERIAL NUMBER TP403435	DELIVERY DATE

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)

OWNER/LESSEE SIGNATURE : _____ DATE: _____

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : _____ DATE: _____

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA61629-3345.

Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect / disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228



Caterpillar Inc.
Peoria, Illinois 61629

Check when information has been entered into the Product. Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

Delivery Service Record

Comprobante Del Servicio de Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	262D3	TP403435	3		

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC,

Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P
80" GP BKT .62CYD SSL	SNOW BLOWER SR321, 85" HF SSL		
Serial No. N/S A423ABK21696	Serial No. N/S KZB00628	Serial No. N/S	Serial No. N/S

Customer Name (Please Print) / Nombre del Cliente (con letra de imprenta) City Of Mccall

Dirección postal completa 815 S Samson Trl McCall, ID 83638-5137

Country / país USA

Delivery service on this machine has been completed, including the following items. Check () when each item is completed. El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque () cada punto que complete.

- 1. Operation Guide delivered with machine and operating controls and warning labels explained to user. Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.
- 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user. Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos.
- 3. Parts Book delivered with machine. Se entregó con la máquina el Catálogo de Piezas.
- 4. All items on Delivery Checklist have been completed. Se hizo todo lo indicado en el Comprobante de Entrega (No. de Foma 01-085314-03).

User's Signature / Firma del usuario _____ Dir. Rep. Signature / Firma del representante del distribuidor _____

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- Make sure all necessary forms and literature are available.
- All decals are installed.
- All attachments are installed/available.
- Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- Explain Parts Book.
- Explain all warning labels on machine.
- Show location of all serial numbers on machine.

Lubrication and Maintenance.

- Explain Maintenance Guide.
- Instruct how to use lubrication and maintenance chart.
- Show all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- Asegurese que hay disponibles todas las formas y folletos necesarios.
- Se han puesto todas las etiquetas.
- Todos los accesorios están instalados/disponibles.
- Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- Explicar el Catálogo de Piezas.
- Explicar todos los rótulos de advertencia de la máquina.
- Mostrar ubicación de todos los números de serie en la máquina.

Lubricación y Conservación

- Explicar la Guía de Conservación.
- Indicar cómo se utiliza el cuadro de lubricación y conservación.
- Mostrar todos los puntos de lubricación de la máquina y accesorios.



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>.

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document"). The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#). Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

FOR DEALER USE ONLY

Company : _____

Company UCID : _____

Company Name (print) : _____

Company Representative CWS ID : _____

Company Representative (print) : _____

Main Store Dealer Code : _____

Signature : _____

Dealer Representative Name : _____

Date : _____

Dealer Representative CWS ID : _____

New Machine Purchase - Customer Value Agreement Basic Parts Only Kit



Customer : City Of Mccall

Date : Tuesday, September 3, 2024

Account # : 5684800

Delivery Date : 9/3/2024

Western States Equipment Contact : Chad.Allen@wseco.com

MACHINE INFORMATION

Machine Serial : TP403435

Single 500 Hr. Service

Machine Model : 262D3 Skid Steer Loader

CLIENT INFORMATION

Address (no P.O. box) : _____

City : _____ State : _____ Zip : _____

Contact's Email : _____

WESTERN STATES RESPONSIBILITIES

- Provide Basic Parts Only Kit (POK) for Oil Change. Includes: Engine Oil Filter, Fuel Filter(s), necessary seals and gaskets, primary engine air filter and two SOS samples for hydraulic and engine oil sampling
- The 500 hour POK kit will be used for the first 500 hour service
- We will monitor and proactively ship your POK kits in advance for the service interval or at the end of the 12 months from agreement date
- Provide personalized product consultation

CLIENT'S RESPONSIBILITIES

- Maintain working telematics systems, Productlink or equivalent telematics
- Perform all 10 hr., 50 hr., 100 hr., and 250 hr. scheduled maintenance and inspections as outlined in the applicable Caterpillar and/or other Manufacturer's Operation & Maintenance Manual
- Maintain accurate records of daily inspections, including machine operating hours
- Client is responsible for following all requirements as defined in the Operation Maintenance Manual at the appropriate service schedule intervals
- Daily Checks: Walk around inspection, engine air filters, fluid levels, grease, top off oils

TERMS OF AGREEMENT

Unless otherwise agreed in writing by the President or a Vice President of Western States Equipment Company, the purchase of services, goods and parts from Western States Equipment Company will be governed solely by the Western States Equipment Company's Customer Value Agreement Terms and Conditions ("**Terms and Conditions**"), which are available at <https://www.westernstatescat.com/termsandconditions/>. A hard copy of the Terms and Conditions is available upon written request to legal@wseco.com. Western States Equipment Company's Terms and Conditions are hereby incorporated by reference into this document and all other documents related to your purchase of services, goods and parts from Western States Equipment Company. By purchasing services, goods and parts from Western States Equipment Company, you agree to be bound by the Terms and Conditions as exactly written.

Client Signature and Date

Western States Equipment Signature and Date

Governmental Buyback



Dear City Of Mccall,

Tuesday, September 3, 2024

Reference Agreement: Q000367686-7

Please accept this letter as a guarantee for purchase of your Caterpillar machine mentioned in the box below. This guarantee is made in conjunction with the Governmental Failsafe Warranty. We agree to purchase this unit from you at the end of the term for the amount of value based on maximum of S.M.U.'s stated below. If the time period or service meter unit limits are exceeded the above machine will be appraised to determine a new value. Term begins at date of delivery, or start of financial contract.

Model	Serial Number	Term - Amount - Maximum S.M.U.'s
262D3	TP403435	Governmental Buyback 5 year 2,500 hour \$36,000.00

Lessee agrees that each Unit, upon its return, shall:

1. Be in sound mechanical condition and to be in good working order under full load.
2. Have the same attachments and piece parts as when delivered.
3. If machine is equipped with tires: have tires in safe and operable condition with a minimum of (40%) of wear remaining tread life and all of the same style (no recapped tires).
4. If machine is equipped with tracks: have a minimum of forty percent (40%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers, track rollers.
5. Have no cracked or broken glass.
6. Have no missing sheet metal and any damage to sheet metal.
7. Have no structural damage to frame.
8. Have met the full requirement of the warranty procedures, including scheduled oil sampling at the prescribed intervals.
9. Have no damage or modification to machine ROPS (roll over protection structure) per Caterpillar guidelines, repair or replacement of ROPS will be billed at time of return.

We require ninety (90) days written notice if you choose to exercise this guarantee and transfer title of the above-described equipment to Western States Equipment Company.

It is understood that under this agreement that the "terms of return" will be met and/or brought into compliance before this re-purchase agreement will be fully executed. Items that are out of compliance will be repaired and billed to City Of Mccall.

If you have any questions or if we may be of further assistance, please call.

Sincerely,

Vice President, Finance

Authroized Signature

Used Equipment Manager

First Name

Last Name

Email

Phone

Company

WHAT WOULD YOU LIKE ACCESS TO?

- VisionLink® (fleet management)
- Parts.Cat.Com/Cat® Central (buy parts online)
- Cat® Inspect (paperless inspection platform)
- Cat® SOS Manager (oil samples)
- Cat® Rental Store (manage equipment rentals)
- Cat® SIS (service & parts information)

CERTIFICATE OF INSURANCE		Issue Date: 10/2/2024
Agent for Public Entity: Marty Koch The Hartwell Corporation 1220 Cleveland Caldwell, ID 83606		This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policy below. This certificate of insurance does not constitute a contract between the issuing insurer, agent and the certificate holder. PROGRAM AFFORDING COVERAGE: Idaho Counties Risk Management Program, Underwriters P. O. Box 15249 Boise, ID 83715
ICRMP Member: City of McCall 216 East Park Street McCall, ID 83638		

This certifies coverages listed below are issued to the above member for the time period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Section Number	Type of Insurance - Coverage Form	Policy Number	Date Added	Expiration Date	Property Deductible (except flood/quake):	Auto Damage Deductible:
		44A02115100124	10/2/2024	10/1/2025	\$10,000	\$1,500
V	PROPERTY INSURANCE -OCCURRENCE	1. Buildings, Structures and Property 2. Mobile Equipment and Vehicle Physical Damage		Per valuation clause within policy		
VI	CRIME INSURANCE -OCCURRENCE	1. Employee Dishonesty 2. Loss Inside Premises 3. Loss Outside Premises 4. Policy in Lieu of Public Officials Surety Bond Notary Bond	Each Occurrence Each Occurrence Each Occurrence Each Occurrence Each Occurrence	\$500,000 \$500,000 \$500,000 \$50,000 \$25,000		
					For Claims Pursuant to Title 6, Ch.9, Idaho Tort Claims Act	All Other Covered Liability Claims
VII	AUTOMOBILE LIABILITY -OCCURRENCE	1. Automobile Liability 2. Automobile Medical Payments 3. Uninsured Motorist	Each Accident Each Person Each Accident Each Person Each Accident	\$500,000 \$5,000 \$100,000 \$100,000 \$300,000	\$3,000,000 \$5,000 \$100,000 \$100,000 \$300,000	
VIII	GENERAL LIABILITY -OCCURRENCE	1. General Liability	Each Occurrence	\$500,000	\$3,000,000	
IX	LAW ENFORCEMENT LIABILITY -OCCURRENCE	1. Law Enforcement Liability	Each Occurrence	\$500,000	\$3,000,000	
X	ERRORS/OMISSIONS LIABILITY -CLAIMS MADE	1. Errors Omission Liability	Each Claim	\$500,000	\$3,000,000	
XI	EMPLOYEE BENEFITS LIABILITY -CLAIMS MADE	1. Employee Benefits Liability	Each Claim	\$500,000	\$3,000,000	
XII	EMPLOYMENT PRACTICES LIABILITY -CLAIMS MADE	1. Employment Practices Liability	Each Claim	\$500,000	\$3,000,000	
XIV	SEXUAL MOLESTATION/ABUSE LIABILITY -CLAIMS MADE	1. Sexual Molestation/Sexual Abuse Liability	Each Claim	\$500,000	\$3,000,000	
XV	CYBER PRIVACY or SECURITY ENDORSEMENT -CLAIMS MADE	1. Cyber Privacy or Security Event Endorsement	Each Claim	\$1,000,000	\$1,000,000	

Description of Operations/Locations/Vehicles/Restrictions/Special Items:

2024 Caterpillar Skid Steer Loader #TP403435
Declared value: \$86,200.00



For above described item, coverage both for property damage & liability arising from Insured. If Certholder is named as party to lawsuit solely due to relationship with Insured & not as result of its own conduct, we will accept tender of defense, until liability determination. Certholder as Loss Payee as their interest may appear.

Certificate Holder: Caterpillar Financial Services Corporation 2120 West End Avenue Nashville, TN 37203	Cancellation Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions-30 days minimum
	Authorized Representative <i>Justin Nyquist</i> ICRMP 24/25

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 24-221
Meeting Date October 10, 2024

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
Request to approve the termination of the Hangar 98 lease with DEW Aircraft and authorize the City to buy out that lease.		Mayor / Council		
		City Manager		
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
COST IMPACT:	\$28,155.69	Parks and Recreation		
FUNDING SOURCE:	Airport Fund	Airport		Originator
		Library		
TIMELINE:	October 24, 2024	Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT:				
<p>DEW Aircraft, Inc., an aircraft maintenance and repair company, signed a ground lease on June 29, 2020, to construct a new hangar on the north ramp at McCall Airport. The terms of the Lease state “the Lessee shall make substantial progress toward construction... within twenty-four (24) calendar months after execution of this Lease... and Completion and occupancy of the structures must occur within thirty-six (36) months. Failure to achieve either substantial progress or completion shall constitute cause for the City to cancel this Lease in accordance with terms hereof or to extend the completion dates for construction”.</p> <p>The Airport would like to cancel this lease and offer a buyout because the location of a hangar on this ground lease greatly restricts available space for fire helicopter aircraft parking, for snow storage, and for safe freedom of movement for air medical aircraft and ambulance accessing the area through the adjacent emergency gate throughout the year. Airport staff have investigated avenues to increase fire helicopter parking by acquiring private land south of the Helibase to no avail.</p> <p>Since DEW has not achieved substantial progress or completion, in the specified time of fifty-one (51) calendar months, and because the Airport wishes to retain this land for its own use, it would like to revert this ground lease to Airport use only and refund DEW \$28,155.69. This lease buyout has been reviewed by the City Attorney.</p> <p>Attachments: 2020.06.29 Hangar 98 Lease – DEW Aircraft (location map page 18 of 48); Dew Aircraft – Hangar #98 payment history; Lease Termination Document</p>				
RECOMMENDED ACTION:				
Approve the termination of the Hangar 98 lease with DEW Aircraft, authorize the City to buy out that lease, and authorize the Mayor to sign all necessary documents.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			
March 26, 2020	AB 20-077 Request for Approval of Ground Lease between the City of McCall and Dew Aircraft, Inc. to Lease Certain Property at the Airport			

HANGAR 98 LEASE TERMINATION

Recording Requested By and
When Recorded Return to:

City Clerk
City of McCall
216 East Park Street
McCall, Idaho 83638

For Recording Purposes Do
Not Write Above This Line

**MCCALL MUNICIPAL AIRPORT
NOTICE OF LEASE TERMINATION**

That certain Lease between DEW Aircraft, Inc., and City of McCall as Lessor for a ground lease for Hangar 98, at McCall Municipal Airport, dated June 29, 2020, and recorded as Instrument #430828, will be terminated on Oct. 24, 2024, at the request of the McCall Airport Manager and DEW Aircraft, Inc. The McCall City Council authorized termination of the commercial lease and agreed to a buyout.

LESSOR: CITY OF MCCALL, IDAHO

By: _____
Robert S. Giles, Mayor

Attest: _____
BessieJo Wagner, City Clerk

STATE OF IDAHO)
 : ss
County of Valley)

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert S. Giles and BessieJo Wagner, the Mayor and City Clerk, respectively of the CITY OF MCCALL, IDAHO, known to me or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same and were so authorized to do so on behalf of the City of McCall, Idaho.

(SEAL)

Notary Public

SIGNATURES FOR THE LESSEE ARE ON PAGE 2 OF 2

Recording Requested By and
When Recorded Return to:

City Clerk
City of McCall
216 East Park Street
McCall, Idaho 83638

For Recording Purposes Do
Not Write Above This Line

McCall MUNICIPAL AIRPORT COMMERCIAL LEASE

This Lease is made June 29, 2020 by and between the City of McCall, an Idaho municipal corporation (called "City" in the rest of this Lease) as Lessor, and Dew Aircraft, Inc. (called "Lessee" in the rest of this Lease), as Lessee, for and in consideration of the mutual promises, covenants, agreements and conditions in this Lease. This Lease consists of this "McCall Municipal Airport Tenant Lease" together with the:

- A. Legal Description, Exhibit "A;"
- B. Drawing of the Subject Property, Exhibit "B;"
- C. Special Additional Terms, if any, Exhibit "C.",
- D. Minimum Standards for Commercial Operations, Exhibit "D."
- E. Airport Rules and Regulations, Exhibit "E", and
- F. Airport Rates and Fees, Exhibit "F".

Background

1. City is the owner in fee simple of the land described on Exhibit "A" and depicted on Exhibit "B" ("Subject Property"), and holds it for the use and benefit of the people of McCall and their guests as a part of the McCall Municipal Airport (referred to as "Airport" in the rest of this Lease); and Lessee desires to make use of the Subject Property exclusively and the Airport non-exclusively for aviation-related activities;
2. City maintains a fund, called the Airport Fund, in support of the mission of the Airport into which reasonable rents must be deposited to support the operation of the Airport; and
3. Uses of the Airport must be compatible with the provision of safe air transportation, be compatible with aircraft ground activity, not devote Airport land to non-aviation-oriented activity and maintain an attractive appearance of the Airport.

Agreements

4. Lease. City leases to Lessee, and Lessee leases from City, the property described within Exhibit "A," called "Subject Property" in the rest of this Lease, together with the right of

ingress and egress as provided below in Paragraph 6, subject to and in accordance with the terms of this Lease.

5. Applicable Minimum Standards and Rules and Regulation. This lease is subject to the Minimum Standards for Commercial Operators (Minimum Standards), Exhibit “D” and Airport Rules and Regulations, Exhibit “E”, and any future revisions or amendments duly adopted by the City Council during the term of this lease or any extension or renewal thereof.

6. Use of Subject Property.

A. The principal and predominant use of any building constructed or located on Subject Property shall be for aircraft storage and other aviation-oriented activities of the Lessee permitted pursuant to this paragraph, as may further be defined by the Federal Aviation Administration (FAA) and McCall Municipal Airport Rules and Regulations. No other uses of the property are allowed. Lessee is authorized also to make use of the Subject Property for incidental Airport-related activities. The City has the sole discretion to determine whether use of the Subject Property is reasonably related to incidental to Airport-related activities. Lessee owned non-aviation storage must be insignificant and not interfere with aircraft storage.

B. When requested, Lessee shall, in writing, the Aircraft Registration Number, or “N” number of the aircraft currently stored in the hangar to the Airport Manager.

C. If the leasehold is to be improved beyond its present condition, the placement of, and plans for improvements are subject to approval as provided below under Construction, and Lessee shall obtain that written approval from Lessor in addition to a building permit before commencing any construction. Such construction and any use shall comply with this Lease, and with McCall City Code.

D. Lessee shall keep and maintain the leased premises in a neat and orderly manner, including keeping grass and weeds cut and buildings painted or maintained in a color approved by City in like fashion as provided in Paragraph 17, as well as concealing from view temporary storage of, and then making lawful disposal of, debris, garbage and other waste material arising out of its occupancy. Under no circumstances shall Lessee permit junk, debris, inoperable or unlicensed vehicles or equipment, or other unsightly material, to be stored or otherwise on the Subject Property. The City has the sole discretion to determine what property is to be considered unsightly.

E. Fuels and other flammable materials shall not be stored in hangars unless otherwise allowable under Airport Rules and Regulations, nor shall heating fuel lines be above ground unless attached to structure in accordance with the applicable building and safety codes.

F. At no time may Lessee’s invitees be unaccompanied by Lessee or one of Lessee's officers or employees while at the Airport. Contractors of Lessee shall obtain the appropriate permission from the Airport Manager including any licenses, training, or

permits required prior to accessing the airport. Lessee is specifically prohibited from fueling aircraft inside any hangar, and from engaging in the specific uses assigned to Fixed Base Operators, according to the specific use provisions of the City's standard form lease for Fixed Base Operators, available to Lessee for inspection at City Hall.

G. Hangar use in violation of the stipulations may result in an increase in lease fees and/or lease termination.

H. The provisions of this Lease have been adopted to preclude granting of an exclusive right or franchise to conduct aeronautical activities in violation of Section 308(a) of the Federal Aviation Act of 1958 and subsequent amendments; to conform to Part 21 of the U.S. Department of Transportation Regulations; and to assure to all Lessees the availability of airport property on fair and reasonable terms and without unjust discrimination.

I. Lessee shall not engage in any business or activity other than activities set forth herein. Activities for this lease includes Aircraft Maintenance, Aircraft Storage, Aircraft Parts Sales, and Office Space Rental. Fuel sales may be permitted in accordance with paragraph J below.

J. If Lessee wishes to engage in activities not authorized by this Lease, or wishes not to begin, or to discontinue operations in any Category authorized above, Lessee shall seek a Lease amendment from the City for permission to do so.

K. Lessee shall provide its own buildings, personnel, equipment, and other appurtenances or facilities necessary to carry out its obligations to authorized operations.

L. Lessee shall determine its own fees, rates, and charges for services which shall be equally and fairly applied to all users of those services.

M. Lessee shall maintain reasonable business hours and shall provide adequate staff to carry out its obligations to the public.

N. The rights granted under this Lease are non-exclusive and the City reserves the right to grant similar privileges to another operator or operators for provision of services.

O. Prior to granting a modification of this Lease, the City may require an economic impact study from the Lessee outlining the need for fewer or additional services, deficiencies or surplusages of current services, and other as the City may specify.

P. Lessee accepts the area of land leased as of sufficient size to accommodate all buildings, parking areas, snow storage area, and aircraft parking.

Q. Hangar use violation of the aforementioned stipulations may result in an increase in lease fees and/or lease termination.

7. Parking. Automobiles may be parked inside the hangar while Lessee's aircraft is being operated or temporarily stored at another location. Vehicles may also be parked at a parking location off of aircraft movement areas as designated by the Airport Manager. Vehicles and aircraft may be stopped and stand for loading and unloading in front of the hangars. Unattended vehicles or aircraft not in an area designated for their use will be regarded as illegally parked and may be towed at the direction of the Airport Manager and sole expense of Lessee, or ticketed pursuant to the *McCall City Code*, or both.
8. Operations to be Lawful. Lessee and Lessee's improvements and use shall comply in all material respects with all applicable laws, ordinances, rules, and regulations of the United States, the State of Idaho, and the City of McCall, including those laws, rules, and regulations which may be lawfully promulgated by any of the same during the term of this Lease. Lessee shall further obey in all material respects any other lawful directions of the Airport Manager, even if Lessee wishes to appeal such directions. An appeal of any such direction shall be filed with the Airport Manager in writing by providing particularized claim(s) within ten (10) calendar days of the direction being appealed. The City shall respond in writing within 60 days from receipt of the written appeal. Lessee shall comply in all material respects with this Lease and all applicable other laws, ordinances, rules, and regulations; where requirements differ among these various sources, the laws, ordinances, rules, and regulations that are most compatible with safe air transportation shall be complied with; the interpretation of the Airport Manager in these regards made in good faith shall be conclusive. The City may enter into or on the Lessee's premises to conduct inspections to ensure lawful and safe use of the premises with twenty-four (24) hour written notice or without notice in emergency situations.
9. Subordination to Federal Funding and Emergency Requirements. This Lease is subordinate to the provisions of any existing or future agreement between City and the United States, relative to the operation or maintenance of the Airport, the execution of which agreement has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. This Lease shall be subordinate to the right of the City during the time of war or national emergency to lease the landing area or any part thereof to the United States Government for military or emergency use, and if any such lease is so made, the provisions of this Lease in conflict with the provisions of the lease to the Government, shall be suspended for the duration of the conflict or emergency. City of McCall covenants that Lessee, upon paying the rent and other sums when due hereunder and observing and keeping all terms, covenants, agreements, limitations and conditions hereof on the part of Lessee to be kept when provided herein and within any grace periods available under this Lease, shall have and may quietly enjoy the possession of the Subject Property together with the right of ingress and egress herein provided during the term hereof, without hindrance or molestation by City of McCall or anyone claiming by, through or under City of McCall, and City of McCall shall not authorize or consent to any hindrance or molestation of Lessee by others.
10. Compliance with Enforcement. Lessee shall comply with such enforcement procedures and orders as the United States might demand that the City follow or issue in order to

comply with the City's assurances to the United States, and to enforce applicable federal, state, and local laws.

11. Nondiscrimination. Lessee shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation-Effectuation of Title IV of the Civil Rights Act of 1964, and as said regulations may be amended. Lessee, in its operations and uses of the Airport will not, on the grounds of race, creed, color, age, marital status, national origin or handicap discriminate or permit discrimination against any person or groups of persons in any manner. Noncompliance with these assurances shall constitute a breach of this Lease; and in the event of such noncompliance, City may take appropriate action to enforce compliance, may terminate this Lease, or seek judicial enforcement in each instance in accordance with the terms and procedures set forth in this Lease.

12. City's Reserved Rights. Subject to the provisions of this Lease, City specifically reserves the right:
 - A. To develop, improve, or make any lawful use of the Airport premises as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance by Lessee;

 - B. To maintain and keep in repair the Airport and all publicly owned facilities of the Airport, together with the right to direct and control activities of Lessee of the Subject Property to ensure compliance with all federal and local rules and regulations;

 - C. To enter upon any lease premises at reasonable times for the purpose of making inspections to determine compliance with these minimum standards, fire codes, building codes or any covenant or condition of any contract or lease, including this Lease;

 - D. To take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, *together* with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft or safety of flight;

 - E. To temporarily close the Airport or any of the facilities thereon for maintenance, improvement, safety or other public benefits; and

 - F. To devote exclusive use of the Airport to emergency aircraft operations, including, but not limited to, fire suppression activities and medical operations.

13. Term, and Renewal. The initial term of this lease shall be for 20 years commencing at 12:01 AM., on July 1, 2020 until 11:59 PM on June 30, 2040. This Lease may be renewed for up to two (2) additional ten (10) year terms for so long as the rent and other conditions of the Lease are faithfully adhered to, and subject to adjustment of rent

provided herein. If Lessee determines they wish to renew this Lease, it shall give written notice of that fact during the last six months but not later than one month before the end of the lease term.

14. Rent. Rent shall be payable annually in advance on or about October 1 of each year, initially in the amount of \$.30 cents per square foot, presently 19,933 square feet; initially this sum totals \$5,979.90 per annum. The first year's rent is due and payable in advance upon execution of this lease pro-rated to October 1. The rent will be adjusted annually effective October 1 and according the percentage increase of the Western Urban Consumer Price Index, (Bureau of Labor Statistics) for the twelve calendar months prior to and including the most recent month for which such Index is available. The City of McCall will use the following formula to compute the calculation for each year's Rent increase:

The Current Year's Rent = Last Year's Rent x (The Current CPI / Last Year's CPI)

Example:	The CPI for 1999	= 168.8
	The CPI for 2000	= 173.1
	Rent	= \$100.00
	\$102.55	= \$100.00 x (173.1 / 168.8)

Lease payment not made within 30 days of invoice date shall be considered delinquent and shall accrue additional rent equal to 18% per annum or 1.5% per month and if not paid in full including any interest within 60 days of the original invoice date the lease will be considered in default and may be terminated for cause as per the process in paragraph 24 of this agreement.

Rent shall be adjusted on the 10th anniversary, and if the options to renew are exercised, on the 20th and 30th anniversary to the then current new lease rate, but in no case less than the rate being paid as provided for with CPI adjustments as stated above.

15. Taxes, Assessments, Fees. Lessee shall, upon completion of construction of any Leasehold Improvements, enroll the Leasehold Improvements and **taxable** personal property on the tax rolls of Valley County. Lessee shall pay, before they become delinquent, all taxes, assessments and fees assessed or levied upon Lessee or the Subject Property or any interest therein, including, but not limited to buildings, structures, fixtures, equipment or other property installed or constructed on it. Lessee further agrees not to allow any such tax, assessment, or fee to become a lien against the Subject Property or any improvement on it. Nothing herein contained shall be deemed to prevent or prohibit the Lessee from contesting the validity or amount of any such tax assessment or fee in the timely manner authorized by law, but in no event may Lessee permit any such process to go to a foreclosure upon Subject Property or any interest in it or in any Leasehold Improvement.
16. Utilities and Services. Lessee shall order, obtain and pay for all utilities and services which Lessee causes to be supplied to the Subject Property, and shall pay all services and installation charges in connection therewith, including but not limited to electrical power,

water, sewer, garbage, gas and telephone services, including water and sewer connection and service charges, in each case to the extent caused to be supplied or connected by the Lessee. For those parcels where sewer is not yet available, then at such time as Lessee makes connection to the sewer it will pay the then current connection charges and all monthly charges thereafter.

City does not deliberately remove snow on any portion of Subject Property, nor from any apron area in front of Subject Property which is commonly primarily used by Lessee without collection of appropriate fees as determined by the Airport Manager and published within current and adopted Airport Rates and Fees. Lessee may, at its election, execute, arrange for, and/or pay for removal of snow from Subject Property and such apron area, and shall not place any such snow on any improved property of the Airport nor in any place obstructing pilot views of the aprons, runways and taxiways, or in any area where snow storage is otherwise in violation of Federal or local regulation, or in violation of directions of the Airport Manager. Lessee or contracted snow removal personnel, before beginning operations, must first obtain a permit for execution of snow removal activities on the Airport. Acceptance of this permit will constitute the permit holders acknowledgment that the Airport Manager has provided direction to the Lessee or contracted personnel regarding airport driving and snow removal policies and procedures. Private contractors that are identified removing snow on the Airport without a permit will be removed and prohibited from entering Airport property until a permit has been issued, and any cost incurred as a result of this action, if applicable, will be at the expense of the Lessee who hired such contractor which charges if not paid within 30 days from invoice shall be considered additional rent and failure to pay the same shall be a default under the lease.

17. Construction. If lessee gains permission to install, erect, and construct Leasehold Improvements they shall be at Lessee's sole cost and expense and according to Drawings and Specifications and Schedules submitted to and approved by City prior to commencement of construction. Private hangars shall be constructed according to the aesthetic design standards of the City; thus color, shape, architectural features, and other aesthetic issues may be controlled by the City. Drawings approved by the City must accurately depict and describe all proposed Leasehold Improvements. All construction on the airport will materially conform to the City's current Airport Master Plan as approved by the Federal Aviation Administration. All Drawings and Specifications must materially conform to the Building, Fire, and Fire Protection Codes and Regulations in effect in McCall, including but not limited to those set out in the *McCall City Code*. No Drawings and Specifications shall be submitted for a building permit as required by the *McCall City Code*, until the same have been reviewed and approved in writing for Airport purposes by the Airport Manager, who shall first seek the advice of the Airport Advisory Committee and approvals by applicable Federal agencies. Airport Manager approved Drawings and Specifications shall be placed on file with the City Building Inspector long enough for such Building Inspector to determine that the Drawings submitted to the Building Inspector are the same as those approved by the Airport Manager. Lessee shall make substantial progress toward construction of the buildings and physical facilities anticipated by the Lessee within twenty-four (24) calendar months after execution of this Lease, or subsequent building approval by Lessor. "Execution of this lease" shall mean

the date signed by the City. Completion and occupancy of the structures must occur within thirty-six (36) months after the date of execution of this Lease. Failure to achieve either substantial progress or completion shall constitute cause for the City to cancel this Lease in accordance with the terms hereof or to extend the completion dates for construction.

18. Construction Indemnification. Lessee shall at all times indemnify and save City harmless from all claims for labor or materials, and/or other construction liens, in connection with construction, repair, alteration, replacement, or installation of structures, improvements, equipment or facilities within the Subject Property, and from the cost of defending against such claims, including attorneys' fees. In the event a lien is imposed or purportedly imposed upon the Subject Property as a result of such construction, repair, alteration, or installation, Lessee shall procure and record a bond which frees the Subject Property from the claim of the lien and from any action brought to foreclose the lien. Should Lessee fail to procure and record said bond within thirty (30) days after filing of such a lien, this Lease shall be in default and shall be subject to immediate termination and possession by City in accordance with the terms hereof.
19. Ownership of Lessee's Personal Property. Title to personal property placed on Subject Property by Lessee shall at all times during the term of this Lease or any extension of this Lease remain in Lessee, and Lessee shall have the right at any time to remove any or all personal property of every kind and nature whatsoever which Lessee may have placed, brought and/or installed upon the Subject Property. Lessee shall have said right to remove same at any time provided, that, upon any such removal of fixtures, Lessee shall repair, at his own expense, any material damage resulting therefrom and leave the Subject Property in a clean and neat condition. Lessee shall remove all personal property within 30 days of the end of this Lease or of any renewal of this Lease, or within 30 days after the termination of this Lease for any reason. Personal property, including fixtures, left on Subject Property after such time, becomes the property of the City and may be disposed of by the City as allowed by law.
20. Leasehold Improvements. In this Lease the term "Leasehold Improvements" means all buildings (including but not limited to hangars) and/or improvements, whether or not permanently attached or affixed to the Subject Property, placed and/or built and/or constructed on the Subject Property during the term of this Lease by the Lessee, or placed thereon by Lessee from a prior lessee who had the right to sell them to Lessee. At all times during the lease term, ownership of Leasehold Improvements remains with the Lessee, and Lessee shall have the right to remove and sell any and all such Leasehold Improvements, subject to the terms of this Lease. Subject to the provisions of paragraph 28 hereof, upon expiration or termination of this Lease or any renewal thereof, Leasehold Improvements shall become the property of the City unless the Lessee, not more than fifteen (15) days after expiration or termination of this Lease, provides written notice to City that Lessee intends to remove such Leasehold Improvements within ninety (90) days of expiration or termination. Such notice shall indicate whether Lessee intends to remove a building by demolition, and City may in the discretion of the Airport Manager direct that the building and such fixtures on Subject Property not be removed. Should the Lessee require a longer time to remove Leasehold Improvements, it shall request a

specific amount of additional time in writing from the Airport Manager. Such an extension shall not be unreasonably withheld, although City may condition such extension upon the furnishing of collateral for the promise to remove in the form of a bond, cash escrow, or other arrangement acceptable to the Airport Manager and the City Attorney. All Leasehold Improvements not removed pursuant to the terms of this Lease become the sole property of the City.

21. Leasehold Mortgages and Liens. Lessee shall not place a mortgage, Deed of Trust, or other Lien on the hangar or other personal property placed on the leasehold property without the prior written consent of Lessor and any such liens shall always be junior to the Lessor's interest in the property. The lien holder shall be notified of any defaults of the lessee by the Lessor, and the lien holder shall have the right to correct any default including, but not limited to late or non-payment of lease fees. Should lessee fail or lien holder fail to correct defaults, then the lease will be terminated without recourse to either lien holder or lessee.
22. Repairs. Lessee shall repair damages (excluding normal wear and tear) to the Airport and/or the Subject Property which damages are the result of the Lessee's actions or the actions of any invitee of Lessee making use of Subject Property. Repairs shall be completed within thirty (30) days of the date any such damage is incurred. In the event that Lessee cannot reasonably repair such damage within thirty (30) days, Lessee shall provide prior written notice and permission to the City from the Airport Manager. Such an extension shall not be unreasonably withheld, although the City may condition such extension upon the furnishing of collateral for the promise to repair in the form of a bond, cash escrow, or other arrangement acceptable to the Airport Manager.
23. Indemnity. Lessee agrees to indemnify and hold harmless the City during the term of this Lease from any and all losses, actions or judgments for damages from any and all claims made by a third party against the City arising out of the negligence or other acts of the Lessee or Lessee's invitees in their use of the Subject Property. City agrees to indemnify and hold harmless the Lessee during the term of this Lease from any and all losses, actions or judgments for damages from any and all claims made by a third party against the Lessee arising out of the negligence or other acts of the City or City's invitees, agents, employees or instrumentality in their use of the Subject Property.
24. Insurance. Lessee shall carry at all times during the term of this Lease fire and extended insurance coverage, including also against water damage as an indirect result of fire, and including a provision for debris cleanup, in an amount not less than ninety percent (90%) of the full replacement value of Leasehold Improvements and such further insurance as follows:
 - A. Public liability insurance coverage for a total amount of not less than \$1,000,000 Combined Single Limit for bodily injury and property damage. A current certificate of insurance evidencing compliance and naming City as an "Additional Insured" shall be maintained with the City at all times during the term of lease. The limits of insurance shall not be deemed a limitation of Lessee's covenants to indemnify or hold harmless City as set forth above; and

B. Public liability insurance on all aircraft owned, leased or controlled by Lessee with a Combined Single Limit for a total amount of not less than \$1,000,000 subject to availability of such coverage in the marketplace at regular premium rates. Subject to the preceding sentence, these minimum limits may be increased by State law or the City during the term of this Lease or upon any renewal of this Lease. Each policy of insurance shall contain the full substance of the following clause: "It is agreed that this policy shall not be canceled nor the coverage reduced until thirty (30) days after the City of McCall shall have received written notice of such cancellation or reduction. The notice shall be sent by certified or registered mail and shall be deemed effective the date delivered to the City of McCall, as evidenced by a properly validated return receipt."

25. Termination by Lessor for Cause. Should the Lessee fail to comply with any material obligation in this Lease, the City may terminate this Lease with sixty (60) days prior written notice subject to the terms of this Lease and the Lessee's right to cure such failure as herein provided. Any breach of the terms of this Lease must be cured within that sixty (60) day period or the Lease is deemed terminated and the City takes possession of the Subject Property and improvements as described herein and as allowed by law; or if the failure could only be reasonably remedied in a period of time exceeding sixty (60) days, failure within such sixty (60) days to undertake reasonable steps to begin such cure or failure thereafter diligently to pursue the cure to completion within a reasonable time. City shall provide written notice to Lessee of City's intent to terminate, and this Lease shall terminate as of the date or upon the lapse of time as above provided, as the case may be.

26. Termination by Lessee for Cause. This Lease may be terminated by Lessee as follows:

A. The permanent abandonment of the Airport as a public and/or general and/or commercial air facility and/or as a facility in substantially the present or larger size and/or substantially the present or more extensive use.

B. The assumption by the United States Government, or by any authorized agency of the United States, of this Lease, or of the operation, control or use of the Airport, or of any substantial part or parts of the Subject Property, in such a manner as substantially restrict Lessee from operating in a reasonable manner, for a period of more than 120 days. The use of the Airport by the United States Forest Service or, or like agency, during fire season shall not be considered a substantial restriction.

C. Issuance by any Court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period more than 120 days.

D. Any other reason and/or cause which is beyond the reasonable control of Lessee which in any way substantially restricts the present type of use of the Airport for a period of more than 120 days. The use of the Airport by the United States Forest Service, or like agency, during fire season shall not be considered such a substantial restriction.

- E. The default by City in the performance of any covenant or agreement required in this Lease to be performed by City, and the failure of City to remedy such default for a period of 60 days after receipt from Lessee of written notice to remedy the same, or if the failure could only be reasonably remedied in a period of time exceeding 60 days, failure within such 60 days to undertake reasonable steps to begin such cure or failure thereafter diligently to pursue the cure to completion within a reasonable time. Lessee shall provide written notice to City of Lessee's intent to terminate, and this Lease shall terminate as of the date or upon the lapse of time as above provided, as the case may be. Rentals and fees due hereunder shall be payable only to the date of valid termination by Lessee, and all obligations of any kind or nature of Lessee under this Lease shall end upon such a valid termination.
27. Holding Over. In the event Lessee holds over after the expiration of the Lease or of any renewal of this Lease, such holding over shall be deemed to be a tenancy from month to month subject to conditions established by the Airport Manager, including but not limited to, an increase in the rental rate.
28. Abandonment. If Lessee abandons the Subject Property (other than during winter months or other temporary periods when Lessee's officers and employees may have established residence other than in Valley County), is dispossessed by third parties by process of law or otherwise, the City may terminate this Lease on sixty (60) days advance written notice to Lessee; and Lessee shall not be entitled to the return of prepaid rent under this Lease. Any real or personal property belonging to Lessee and left on the Subject Property after sixty (60) days following notice of termination on grounds of abandonment or dispossession shall be deemed to have been transferred to City. City shall have the right to remove and dispose of such property without liability therefore to Lessee, or to dispose of it to any person claiming under Lessee, or may transfer it to a new lessee, or may simply dispose of it as solid waste; and City shall have no need to account therefore.
29. Right of First Refusal. Upon the expiration or involuntary termination of this Lease or of any renewal of this Lease, the City shall have the first right of refusal to purchase or accept transfer of Leasehold Improvements and may transfer this right of first refusal to a new lessee. Under such circumstances, Lessee, and any person proposing to sell or transfer such improvements by or through or under Lessee, shall first give notice to the City advising of the proposed sale or transfer, and its price and terms; and the City shall have thirty (30) days following receipt of such notice to evaluate and execute a decision regarding the proposal of sale or transfer, and its price and terms. If the City pursues acquisition of improvements, such sale or transfer shall be completed no later than ninety (90) days following receipt of initial notice from the Lessee.
30. Legal Proceedings. If any legal action or proceeding related to this Lease is begun by any party to this Lease, the prevailing party shall be entitled to recover its costs, damages, and expenses, including commercially reasonable attorney fees and witness and expert witness fees, incurred in prosecuting or defending the same, whether or not such action or proceeding is litigated or prosecuted to judgment. The prevailing party will be that party who was awarded judgment as a result of trial or arbitration, unless the dispute was only

as to the amount of a claim conceded to exist, in which case the finder of fact shall determine the identity of the prevailing party.

31. Governing Law. This Lease is governed by the law of Idaho, and Valley County, Idaho is the proper venue.
32. Headings. The headings of paragraphs and articles of this Lease are provided as a guide to the reader, and shall not in any way affect the meaning or interpretation of this Lease.
33. Time of the Essence. Time is of the essence with respect to the obligations of the parties under this Lease.
34. No Election of Default Remedies. In the event of any default under this Lease, the non-defaulting party shall be entitled to all rights, powers and remedies available at law or in equity, including, without limitation, specific performance, damages and equitable relief, and/or resort to any security. Any rights, powers and remedies stated in this Lease, or now or hereafter existing in law, at equity, by statute, or otherwise are cumulative and concurrent, and shall each be in addition to, and not in lieu of, all the others. The exercise or the beginning of the exercise or the forbearance of exercise by any party of any one or more of such rights, powers, and remedies shall not preclude the simultaneous or subsequent exercise by such party of any or all of such other rights, powers, and remedies.
35. No Waiver of Rights. The neglect of the City or the Lessee to enforce its rights, powers or remedies at any particular times or upon any particular occurrences shall not preclude resort to those rights, powers or remedies at any other time or with respect to any other occurrences. Any waiver of any right, power, or remedy must be done in a writing executed by the party to be charged with such waiver, and executed with no fewer or different formalities and approvals than were attendant upon execution of this Lease. Any waiver of a breach of a covenant, term, or condition of this Lease shall not be deemed a waiver of any other breach of the same or any other covenant, term or condition of this Lease. Acceptance of overdue performance of a covenant, term, or condition of this Lease shall not constitute a waiver of the breach existing prior to the performance, unless so agreed in writing by the recipient of the performance.
36. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, terrorist acts, acts of war, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, government controls, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage; provided, however, that this clause shall not bar resort by City to any security applicable to the furnishing of such performance under circumstances in which City acting to obtain alternative performance would not be subject to such force majeure. The term "governmental restrictions, governmental regulations, government controls, ... [and] hostile government action" shall not be construed to have any reference to City enforcing this Lease or any other agreement between the City and any other party, nor the City

enforcing the City Code or other applicable law, nor any other government enforcing an agreement with a party or the conditions on the issuance of its permit(s) issued to a party.

37. Counterpart Execution. This Lease may be executed in any number of counterparts. No single counterpart need be signed by all parties to this Lease; so long as each party hereto has executed at least one such counterpart, this Lease shall be considered fully executed. Each such counterpart shall be deemed to be an original instrument; and all such counterparts together shall constitute but one agreement. Facsimile signatures are deemed to have the same legal weight as original signatures.
38. Burden and Benefit; Assignment. This Lease shall bind and insure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. Lessee shall neither assign this Lease, nor sublet or rent all or any part of Subject Property, without the written consent of the City, which consent shall not be unreasonably withheld. Assignment of leasehold interest shall not cause the lease rate to change except as otherwise provided in this Lease.
39. Integration. All exhibits and other attachments, if any, to this Lease are a part of this Lease, as if set out again in this Lease. This Lease constitutes the entire Lease between and among the parties as to the matter set out in it, and all prior negotiations and discussions, memoranda, correspondence, and communications are merged into and extinguished by this Lease; provided, however, that nothing in this Lease shall be held to merge into this Lease any other written document described in this Lease, nor any Subdivision or Development Agreement among any of the parties, unless this Lease expressly identifies such other written document or agreement and states that this Lease supersedes such other document or agreement.
40. Counsel and Interpretation. All parties to this Lease have been represented by legal counsel at all stages of the negotiations for and the preparation of this Lease, including during the proceedings relating to the approval and the conditions of approval of any project or development which approval or conditions gave rise to this Lease; accordingly, in all cases, the language of this Lease will be construed simply, according to its fair meaning, and not strictly for or against any party.
41. Notice. Notices between the parties may be made by personal delivery or by United States mail, postage pre-paid, registered or certified, with return receipt requested, or by telegram, facsimile transmission or mail-o-gram or by recognized courier delivery (e. g. Federal Express, UPS, DHL, etc.) addressed to the parties, as the case may be, at the address set forth below or at such other addresses as the parties may subsequently designate by written notice given in the manner provided in this section. The parties are required to provide any change of address to each other.

Lessor: McCall Municipal Airport
Attn: Airport Manager
216 E. Park St.
McCall, ID 83638

Copy to: City of McCall
Attn: City Manager
216 E. Park St.
McCall, ID 83638

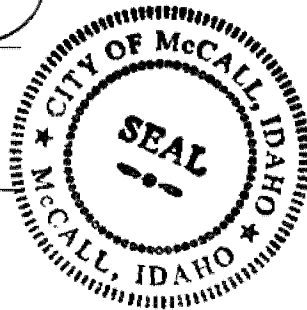
Lessee: _____
Attn: _____

Copy to: _____

LESSOR: CITY OF MCCALL, IDAHO

By: Robert S. Giles
Robert S. Giles, Mayor

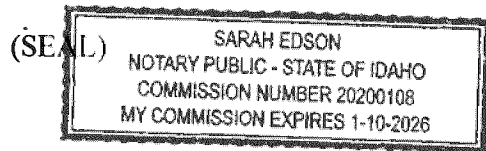
Attest: BessieJo Wagner
BessieJo Wagner, City Clerk



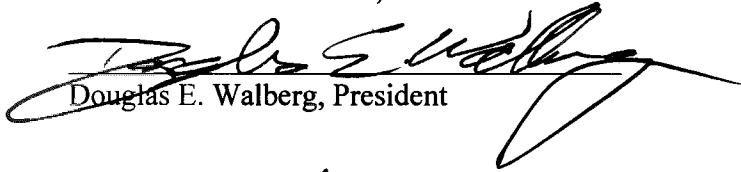
STATE OF IDAHO)
 : ss
County of Valley)

On this 21 day of May, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert S. Giles and BessieJo Wagner, the Mayor and City Clerk, respectively of the CITY OF MCCALL, IDAHO, known to me or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same and were so authorized to do so on behalf of the City of McCall, Idaho.

Sarah Edson
Notary Public for Idaho

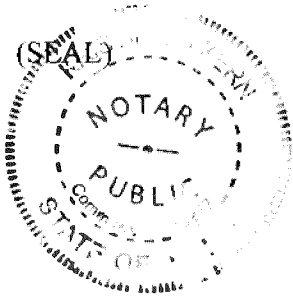


LESSEE: Dew Aircraft, Inc


Douglas E. Walberg, President

STATE OF Idaho)
County of Valley) : ss

On this 29 day of June, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas E. Walberg, President of Dew Aircraft, Inc. known to me or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.




Notary Public for Valley
Commission Expires 6/2023

PERSONAL GUARANTY

Performance of the terms of this Lease Agreement by Lessee, including payment of rent and other sums, is personally guaranteed by the undersigned personal guarantor(s).


Douglas E. Walberg

DROULARD LAND SURVEYING, INC.

JOEL W. DROULARD
Professional Land Surveyor

POST OFFICE BOX 69
McCALL, IDAHO 83638

TELEPHONE 208-630-3423
E-MAIL JDROULARD@OUTLOOK.COM

August 13, 2019
DEINHARD DEVELOPMENT
McCALL MUNICIPAL AIRPORT

A parcel of land situate in the north east 1/4 of the south west 1/4 of Section 16, Township 18 North, Range 3 East, Boise Meridian, City of McCall, Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the Center 1/4 Corner of Section 16, Township 18 North, Range 3 East, Boise Meridian, City of McCall, Valley County, Idaho; thence, N. 89° 47' 44" W., a distance of 1,083.82 feet along the north boundary of the north east 1/4 of the south west 1/4 of said Section 16; thence, S. 00° 12' 05" W., a distance of 74.09 feet to a 1/2 inch diameter rebar with a plastic cap, the REAL POINT OF BEGINNING:

Thence, continuing S. 00° 12' 05" W., a distance of 148.80 feet to a 1/2 inch diameter rebar with a plastic cap,

Thence, S. 89° 47' 55" E., a distance of 132.00 feet to a 1/2 inch diameter rebar with a plastic cap,

Thence, N. 00° 12' 05" E., a distance of 153.22 feet to a 1/2 inch diameter rebar with a plastic cap,

Thence, S. 88° 17' 01" W., a distance of 132.07 feet to the point of Beginning, containing 19,933 square feet, more or less.

Bearings based on Record of Survey Inst. No. 202221.

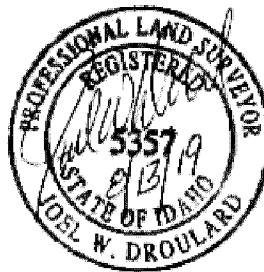


Exhibit A
Legal Description

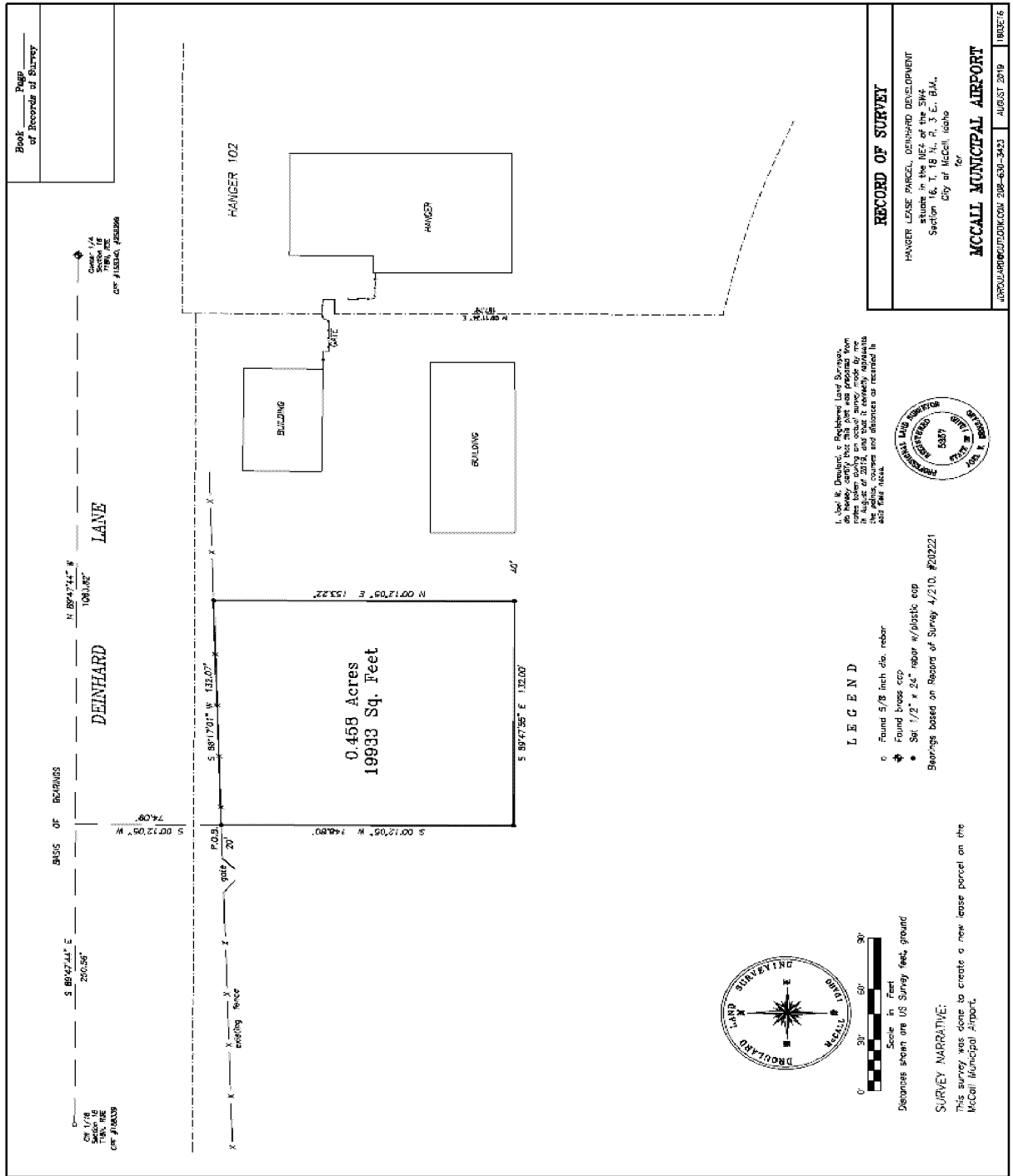


Exhibit B
Drawing of the Subject Property

Book _____ Page _____
of Records of Survey

RECORD OF SURVEY
HANGER LEASE PARCEL, DENSHARD DEVELOPMENT
Town of McColl, P. T., C. B.M.,
Section 16, T. 18 N., R. 11 E., B.M.,
City of McColl, South Carolina

MCCOLL MUNICIPAL AIRPORT
for

RECORDER: JUDITH B. COLE, 208-634-3433, AUGUST 2019, 18826/6

I, Joel W. Denhard, a Registered Land Surveyor, do hereby certify that this plat was prepared from a true and correct copy of the original field notes in the subject of 2019, and that it correctly represents the actual courses and distances as recorded in said field notes.



LEGEND
o Found 5/8 inch dia. rebar
+ Found brass cap
• Set 1/2" x 24" rebar w/plastic cap
Bearings based on Report of Survey 4/2/10, #202221



SURVEY NARRATIVE:
This survey was done to create a new lease parcel on the McColl Municipal Airport.

Exhibit C

Special Additional Terms

None

RESOLUTION NO. 16-21

A RESOLUTION OF THE CITY OF McCALL, VALLEY COUNTY, IDAHO, ESTABLISHING THE MINIMUM STANDARDS FOR COMMERCIAL OPERATIONS AND PRIVATE USERS OF THE MC CALL MUNICIPAL AIRPORT; REPEALING RESOLUTION NUMBER 10-20 AND ALL AMENDMENTS THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the McCall Airport Advisory Committee has reviewed and approved the Minimum Standards, and has recommended that the City adopt the Standards hereinafter set forth; and

WHEREAS, the Mayor and Council have reviewed the Minimum Standards at a Council meeting with public attendance on June 30, 2016.

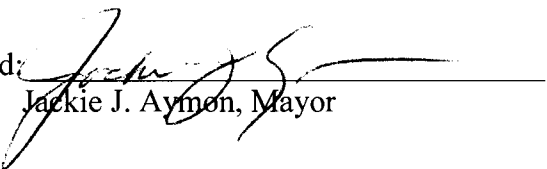
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of McCall, Idaho as follows:

Section 1. That the Minimum Standards for leases or private uses or commercial operations of the McCall Municipal Airport, McCall, Idaho, dated August 25, 2016, a copy of which is hereto attached as Exhibit A and by this reference incorporated herein, be, and the same are hereby adopted.

Section 2. That all previous Minimum Standards and any and all other amendments if any, are hereby repealed by the August 25, 2016 Minimum Standards.

Section 3. This Resolution shall take effect and be in force from and after its passage and approval.

PASSED by the City Council of the City of McCall, Idaho, this 8 day of September, 2016.

Signed: 
Jackie J. Aymon, Mayor

ATTEST:

I certify that the above Resolution was duly adopted by the City Council of the City of McCall on September 8, 2016 by the following vote:

Ayes: 4
Noes: 0
Absent: 1

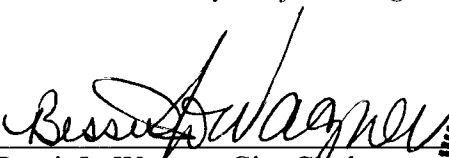
By 
BessieJo Wagner, City Clerk



EXHIBIT A

MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

At the

McCALL MUNICIPAL AIRPORT

PART I

INTRODUCTION, PURPOSE & DEFINITIONS

INTRODUCTION:

The objectives sought in these Minimum Standards are to:

- Promote safety in all airport activities
- Protect airport users from unlicensed and unauthorized products and services
- Maintain and enhance the availability of adequate services for all airport users
- Promote the orderly development of airport land
- Ensure efficiency of operations

PURPOSE:

These minimum standards are utilized to authorize the aeronautical activities which may take place at McCall Airport, as recommended by the Airport Advisory Committee and Airport Manager and approved by the City Council.

DEFINITIONS:

The applicable definitions are listed in Appendix A.

PART II

APPLICATIONS FOR LEASES, LICENSES AND PERMITS

Requests for new leases or for the assignment of existing leases of ground and/or facilities on the Airport or for licenses to carry on any commercial, business or aeronautical activity on the Airport shall be made to the Airport Manager. The Airport Manager shall thereafter present the application to the Airport Advisory Committee for its review and recommendations and finally to the City Council for its approval. The applicant shall submit all information and materials necessary, or requested by the above, to prove that the applicant will qualify under and will comply with the Minimum Standards. The application shall be signed and submitted by an owner of the business, a partner (if a partnership), or a corporate officer/director.

Minimum Application Information: The Airport Manager will not accept or take action on an application or in any way permit the installation of a commercial activity until the proposed lessee/licensee, in writing, submits a completed application (see Appendix B for application template) which sets forth the scope of the proposed operation, including the following:

- Contact Information:** Name, address, phone number, and email address of the applicant.
- Proposed Use:** A detailed explanation of the proposed land use, facility use and/or activity.
- Personnel Qualifications:** The names and the qualifications of the personnel to be involved in conducting such activity.
- Applicant Qualifications:** Explanation of how the applicant meets all of the qualifications and requirements established by these Minimum Standards, as well as the Airport's and FAA's Rules and Regulations.
- Safety Hazard:** Does the applicant's proposed operations or construction create a safety hazard on the Airport?
- Cost to the Airport:** Will granting of the application require the City of McCall to spend Airport funds or to supply labor or materials in connection with the proposed operations, or will the operation result in a financial loss to the City of McCall?
- Availability:** Is there adequate available space on the Airport to accommodate the entire activity of the applicant at the time of application?
- Compliance with Master Plan:** Does the proposed operation, airport development, or construction comply with the current Master Plan and Airport Layout Plan?
- Congestion:** Does the development or use of the area, as requested by the applicant, deprive existing users of portions of their operations area? Will the development or use cause undue congestion of aircraft or buildings? Will the development or use unduly interfere with the operations of any present user by interfering with aircraft traffic or preventing free access to any other facility?

- Ecological Considerations:** Do the proposed uses comply with Environmental Protection Agency, Department of Environmental Quality, Valley County Health District and City of McCall Planning and Zoning requirements for the protection of the health, welfare and safety of the inhabitants of the City of McCall?

Supporting Documents: If requested by the Airport Manager, the Airport Advisory Committee, or the City Council, the applicant shall submit the following supporting documents to the Airport Manager, together with such other documents and information, as may be requested:

- Financial statements, including current/actual balance sheet and income statement, and projected/pro-forma balance sheet and income statement, with the use/activity-sought included.
- Credit report authorization.
- An economic-feasibility study.
- Authorization for release of information from such persons as the City and Airport Manager shall deem necessary, to determine the applicant's qualifications to perform as set forth in the application. The applicant shall also provide a release for any information, which may be required under federal or state law or regulation.
- The City Council may require the applicant to post a performance bond.

Review of Application: The City Council, with the recommendation of the Airport Manager and the Airport Advisory Committee, shall determine whether or not the applicant meets the standards and qualifications as herein set out, and whether or not such application should be granted in whole or part, and if so, upon what terms and conditions.

In reviewing an application, the following additional factors will be considered:

- Misrepresentation:** If the applicant supplied the City of McCall, Airport Manager, or Airport Advisory Committee with any false information, or misrepresented any material fact in the application or supporting documents. If the applicant failed to make full disclosure on the application or supporting documents.
- History of Violations:** If any party applying or having an interest in the applicant's business has a record of violating the Minimum Standards or Rules and Regulations of another airport or the FAA, or has violated any Federal or other state's statutes.
- Prior Defaults:** If any party applying or having an interest in the business defaulted in the performance of any lease or other agreement with the Airport or the City of McCall.
- Poor Business Record:** If any party applying for or having an interest in the business has a record indicative of unsatisfactory business practices.

Lease or Agreement: Upon the approval of any such applications as submitted or modified, the City Council, after considering the recommendations of the Airport Manager and the Airport Advisory Committee, may cause to be prepared a suitable lease or license, which sets forth the terms and conditions of the land and/or the facility use. The lease or license shall be conditional upon or contain the following minimum conditions and assurances, and the City Council may require such additional terms, conditions and assurances, as is deemed necessary in a particular instance:

- The Lessee/Licensee is in compliance with and will remain in compliance with the Minimum Standards required for each activity.
- Any structure or facility to be constructed or placed upon the Airport shall conform to all federal, state and local safety regulations, current building codes, and fire regulations. Any construction once commenced will be diligently pursued to completion. Completion and occupancy of the structure must occur within 24 months after the execution of the lease. Failure to achieve either substantial progress or completion shall constitute cause for the City of McCall to cancel the lease/license, or to extend the completion dates for construction.
- All new construction, external modifications to an existing building, and underground excavation will be coordinated with the Airport Manager, and approved by all appropriate federal, state and city agencies.
- The right shall be reserved by the City Council to amend the Minimum Standards for the Airport. Any lease or agreement may be terminated or cancelled in the event of failure to comply with any modification or amendments to Minimum Standards after notice thereof has been given. Any lessee who is aggrieved by such amendments may apply to the City Council in the same manner as for a variance under the Planning and Zoning Act of the City of McCall.
- Adequate assurance of performance of the lease/license by the lessee/licensee will be provided to the City of McCall. Such assurance may be in the form of a security agreement, cash bond, or in such other manner or form as the City Council deems adequate, in its sole discretion.
- Proper insurance and hold-harmless clauses in such amounts and under such conditions, as the City Council deems proper, shall be incorporated in said lease.
- There shall be no assignment, transfer or sales of the lease/license without prior written consent of the City Council, which shall not be unreasonably withheld.

Lease Assignment: Lease Assignments are required when a hangar/lease is sold or transferred.

Commercial leases will require a complete lease application. Leases 102 through 105 are commercial land leases and require a full application. These leases are currently known as the Whitetail Hangar, McCall Aviation, McCall Fuel Farm, Carter Family Trust (DEW or Pioneer) and Sawtooth Aviation.

PART III

MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

In addition to meeting the requirements of Part II, every person conducting commercial aeronautical activities shall meet the additional requirements as hereinafter set out. No Fixed Base Operation (FBO), Specialized Aviation Service Operation (SASO), Independent Operation (IO) or other lessee or licensee shall engage in any business or activity other than those for which they have received approval from the City Council. For additional guidance, refer to Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5190-7, "Minimum Standards for Commercial Aeronautical Activities."

The fact that an applicant has received a lease or license to conduct a specific activity upon the Airport conveys no exclusive rights. The opportunity to carry on business at the Airport is a privilege conveyed by the City Council and which may be granted concurrently to any other party. Furthermore, it is the City's policy to grant the opportunity and privilege to carry on business at the Airport to all qualified persons who meet the requirements set forth herein.

It is the intent of this policy to promote fair competition at the McCall Municipal Airport, but not to expose those who have undertaken to provide commodities and services to unfair or irresponsible competition. This policy sets minimum standards to be met by those who propose to conduct a commercial aeronautical activity. These standards, by expressing minimum levels of service offered and insurance coverage obtained, relate primarily to the public interest, but appropriate requirements, uniformly applied, discourage substandard enterprises, thereby protecting both established aeronautical activities and Airport patrons.

It is not the policy of the McCall Municipal Airport management or the City Council to impose an unreasonable requirement or standard not relevant to the proposed activity. The City Council reserves the right to waive any of the standards listed under this part, if in the opinion of the City Council, the existing conditions justify such a waiver.

Aeronautical service providers of more than one aeronautical activity must meet the more restrictive standard, if the standard is different from one activity to another.

Aeronautical service providers co-located in the same building may consolidate space as follows:

- **Square Footage:** Square footage required by the consolidated activity must meet or exceed the combined square footage requirements of the individual activities.
- **Restrooms:** Restrooms may be shared provided the number of water closets and lavatories meets the requirements of the city's adopted version of the International Building Code for Business use unless otherwise indicated in these Minimum Standards. If the building is shared by differing aeronautical activities, the rules for the activity with the most restrictive standard shall apply.
- **Parking:** Parking for multiple commercial aeronautical activities may be consolidated in the same lot provided the total number of spaces available meets the combined requirements of all aeronautical service providers using the lot.

Aeronautical services not co-located in the same building may not share assets except for parking. Parking may be shared provided the number of spaces available meets the combined requirement of the involved aeronautical service providers.

Proposals for future TTF activity must first be submitted to the Airport Manager and require a recommendation from the Airport Advisory Committee to City Council. If City Council chooses to consider a TTF plan, then a public hearing with Planning and Zoning and a separate public hearing with McCall City Council would be required, even if not normally required under current Planning and Zoning rules.. Additionally, FAA is required to comment as to the acceptability of the proposed TTF to ensure that the proposal does not violate any existing airport grant assurances.

Any TTF activities are required to pay airport access fees as stipulated by FAA directives. Landing fees, fuel flowage fees and other fees as determined by City Council would also be required to be paid by TTF operators.

See attached Appendix C for the minimum standards applicable to each aeronautical activity applicable to FBOs / SASOs and IOs respectively.

PART IV

AMENDMENT, REVIEW AND EFFECTIVE DATE

Amendment: The City Council may upgrade or amend these Minimum Standards at any time, as it shall deem appropriate, for the equitable and improved use of the airport by commercial entities and in the best interests of the citizens of McCall.

Review: The AAC will undertake a full review of these Standards in five (5) years from the effective date, or earlier, if requested by the Council.

Effective Date: These Minimum Standards shall be in full force and effect from the date of their adoption by the City Council of McCall, by resolution duly enacted and signed.

DEFINITIONS

- **AAC:** Airport Advisory Committee.
- **Aeronautical Activity:** Any activity conducted on airport property that makes the operation of an aircraft possible or that contributes to, or is required for, the safe operation of aircraft. The following activities are considered to be aeronautical activities:
 - Aerial surveying
 - Aerial photography
 - Aircraft paint or upholstery
 - Aircraft rental
 - Aircraft sales
 - Aircraft storage
 - Air carrier operations (passenger and cargo)
 - Air taxi and charter operations
 - Aviation fuel and oil sales
 - Avionics or instrument sales and repair
 - Banner towing
 - Crop dusting
 - Engine or propeller sales and repair
 - Flying clubs
 - General and corporate aviation
 - Sky-diving
 - Pilot training
 - Repair and maintenance of aircraft
 - Sale of aircraft parts
 - Sightseeing
 - Any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as an aeronautical activity.
- **Aeronautical Service-Provider Classes:**
 - Fixed Base Operator (“FBO”)
 - Specialized Aviation Service Operation (“SASO”)
 - Independent Operators (“IO”)
- **Agreement or Lease:** A contract executed between the airport and an entity granting a concession that transfers rights or interest in property, or otherwise authorizes the conduct of certain activities. The agreement or lease must be in writing, executed by both parties, and enforceable by law.
- **Air Charter:** An entity that provides on-demand, non-scheduled passenger service in aircraft having no more than 30 passenger seats, and which must operate under the appropriate Federal Aviation Regulations (FARs).
- **Aircraft:** Any contrivance now known or hereafter invented, used, or designed for navigation of, or flight in the air. Excluded from this definition are ultra-lights, gliders, and para-gliders.

- **Aircraft Maintenance:** The repair, maintenance, adjustment, or inspection of aircraft. Major repairs include major alterations to the airframe, power-plant, and propeller, as defined in Part 43 of the FARs. Minor repairs include normal and routine annual inspections with attendant maintenance, repair calibration, adjustment, or repair of aircraft and associated accessories.
- **Airport Sponsor:** A local municipal or state government body, or a private entity obligated to the federal government to comply with the assurances contained in grant agreements or property-conveyance instruments. A sponsor may be an entity that exists only to operate the airport, such as an airport authority established by state or local law. For this document, the terms airport sponsor and airport owner are used interchangeably.
- **Assurance:** A provision contained in a federal-grant agreement to which the recipient of federal airport development assistance has voluntarily agreed, in consideration for the assistance provided.
- **Aviation-Related Activity:** Any activity conducted on airport property that provides service or support to aircraft passengers or air cargo, such as:
 - Auto parking lots
 - Car rentals
 - Concessions
 - Ground transportation
 - Restaurants
 - Any other service or support activities that can appropriately be called aviation-related.
- **Commercial Aeronautical Activity:** Any aeronautical activity that involves, makes possible, or relates to the operation of Aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective is accomplished.
- **Commercial Non-Aeronautical Activity:** Any activity not directly related to the operation of Aircraft, (e.g., restaurant, rental cars, ground transportation, or other concessions), the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective is accomplished.
- **Entity:** Any person(s), firm, partnership, limited-liability company, corporation, unincorporated proprietorship, association, or group.
- **Equipment:** All personal property and machinery together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the activity being performed.
- **FAA:** Federal Aviation Administration.
- **FAR:** Federal Aviation Regulation.
- **Fixed Base Operator (FBO):** Commercial business providing multiple aeronautical services, including, at a minimum, aircraft fueling, storage, tie-down and parking, base-line services

(including aircraft towing, deicing, engine-preheating, oxygen and APU servicing) and associated pilot and passenger facilities (lobby, restrooms, flight planning room, etc.).

- **Grant Agreement:** Any agreement made between an airport sponsor and the FAA, acting on behalf of the United States, for the grant of federal funding or a conveyance of land, either of which the airport sponsor agrees to use for airport purposes.
- **Improvements:** All buildings, structures, and facilities. Improvements may include pavement, fencing, signs, and landscaping that are constructed, installed, or placed on, under, or above any leased area.
- **Independent Operators (“IO”):** Individual operators performing single-service aeronautical activities on the airport without a ground-lease arrangement with the Airport Sponsor (such as aircraft washing, flight instruction, and maintenance).
- **Lease:** A contract between the airport owner and an entity granting a concession that transfers rights or interests in property, or otherwise authorizes the conduct of certain activities. The lease must be in writing, executed by both parties, and enforceable by law.
- **Minimum Standards:** The criteria established by an airport owner as the minimum requirements that must be met by businesses, in order to engage in providing on-airport aeronautical activities or services.
- **Operator:** The term applies to both commercial and non-commercial operators.
- **SMS:** Safety Management System for use by certificate holders, managed by the FAA.
- **SPCC:** Spill Prevention Control and Countermeasures.
- **SWPP:** Storm Water Pollution Protection (plan).
- **Specialized Aviation Service Operation (“SASO”):** A commercial business providing less than full (i.e., limited) FBO services. Generally, SASOs are single-service providers (e.g., maintenance, flight school, avionics shop); however, they may provide more than one aeronautical service.
- **Sublease:** A lease agreement entered into by a lessee with another entity that transfers rights or interests in property or facilities, and that is enforceable by law.
- **Tenant:** A person or entity who occupies or leases property on the Airport, or who conducts business operations of any kind upon the Airport premises, regardless of whether there exists a written agreement with the City of McCall.
- **Through-the-Fence Rights:** The rights of access directly onto airport property from private property which is contiguous to the airport.

APPLICATION FOR LEASE / LICENSE

Name:

Contact:

Address:

Phone:

E-mail:

Attach legal description and plot plan of lease.

Attach airport map, showing location of lease.

Square footage requested:

Covered area _____

Uncovered area _____

Total leased square footage _____

Proposed land use, facility and/or activity sought: (Aircraft storage, or commercial aviation activity)

Names and qualifications of the personnel to be involved in conducting such activity:

Qualifications:

Safety hazard:

Cost to the Airport:

Availability:

Compliance with the Master Plan:

Congestion:

Ecological considerations:

For commercial aviation activities:

List all activities to be performed under the lease:

How does lease meet the Minimum Standards for each commercial activity?

Describe experience related to performance of these commercial activities:

Describe the business communications plan, including:

Contact information for principals in the business:

Contact information for daily operations:

Contact information for the public:

How does the public access the business?

Where does the public park?

Assignment Only: Attach sales agreement, bill of sale, deed or other documentation showing new ownership.

Lease rates:

Covered-area present lease rate _____

Uncovered-area present lease rate _____

Total present annual lease fee _____

Hangar number (if assigned):

Original date of lease _____

Original term of lease _____, Number and length of lease options _____

Lease rate upon assumption _____ covered

Annual lease fee upon assumption _____

McCall Municipal Airport
Minimum Standards for Commercial Aeronautical Activities
EBOs and SASOs

Appendix C

Services Offered	Aircraft Maintenance and Repair	Aircraft Rental	Flight Instruction /Flight School	Full Service Fuel & Oil Sales	Self Service Fuel Sales	Aircraft Storage / Hangar Rental	Air Taxi / Charter
Licenses/permits required	Airframe, powerplant and accessory maintenance and repair	Aircraft Rental	Ground school and flight instruction	Retail sales of 100LL, JetA, and aviation oils.	Retail sales of 100LL and JetA with no assistance from the Aeronautical Activity Provider	Use of hangar space for compensation	Revenue charter /air taxi flights
Amount of Land Required	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, business license	Land lease, business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license
Size, type, and amount of facilities required	N/A	N/A	N/A	1 acre	1/2 acre for 100LL only, 1 acre for Jet A or both Jet A and 100LL.	N/A	N/A
Automobile Parking Required	1 permanent restroom; 1600 sf shop space; suitable outside storage for waiting aircraft	100 sf office space	1 permanent restroom; 250 sf classroom/office space	2 permanent restrooms, public telephones, 100 sf flight planning, 200 sf waiting room	public telephone, 100 sf flight planning / waiting room / restroom	N/A	1 permanent restroom; 1000 sf passenger lobby; table desk or counter space
Number, type and training of Personnel	Per City Ordinance - Industrial Use (minimum of 2 spaces)	Per City Ordinance - Industrial Use (minimum of 2 spaces)	Per City Ordinance - Other Comm Use (minimum of 2 spaces) **Only finished sq ft used toward space reqmt	Per City Ordinance - Industrial Use	Per City Ordinance - Industrial Use	Per City Ordinance - Industrial Use	Per City Ordinance - Other Comm Use (minimum of 5 spaces) **Only finished sq ft used toward space reqmt
Equipment Needed	At least 1 FAA certified A&P mechanic as required for FAA certification	N/A	At least 1 FAA authorized CF	At least 1 trained line service technician	N/A	N/A	Properly certified and qualified operating crew.
Type and amount of inventory needed	Equipment, parts, and supplies as required for FAA certification	At least 1 aircraft available for rent	N/A	Approved filtration systems; aircraft tops/tow bars; inflate tires, charge batteries; delete aircraft; computerized wx & flight planning	Approved filtration systems; computerized wx & flight planning	aircraft tug or towbars suitable for aircraft stored	Suitable, properly certified aircraft
Environmental, Safety & Security	N/A	N/A	N/A	10,000 gal storage capacity for each 100LL and JetA; 5 day's supply of each 100LL, JetA, and aviation oils	10,000 gal storage capacity and 5 day's supply for any grade provided	N/A	N/A
Contact Methods / Public Accessibility	Customers Escorted	Customers Escorted	Customers Escorted	SPCC Plan, Customers Escorted, Vehicle Safety Plan	SPCC Plan, Vehicle Safety Plan	Vehicle Safety Plan	Customers Escorted; Vehicle Safety Plan
Days and Hours of Operation	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office. 24 hr call-out available	Posted after hours number on bldg & at Mgrs Office; Posted fuel price; Respond to problems in 24 hrs	Posted after hours, contact number on bldg and at Airport Mgrs Office	Posted after hours, contact number on bldg and at Airport Mgrs Office
General Liability Insurance	Posted on bldg	Posted on bldg	Posted on bldg	Open 24 hours 7 days / week 365 days / year	Open 24 hours 7 days / week 365 days / year	Posted on bldg	Posted on bldg
Premises Insurance	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Products & Completed Ops Insurance	City of McCall named as Additional Insured	City of McCall named as Additional Insured	City of McCall named as Additional Insured	City of McCall named as Additional Insured	City of McCall named as Additional Insured	City of McCall named as Additional Insured	City of McCall named as Additional Insured
Hangarkeepers Insurance	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value
Aircraft Liability Insurance	\$1,000,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Workmen's Compensation Insurance	N/A	\$1,000,000	\$1,000,000	N/A	N/A	N/A	N/A
See introduction Part III for additional requirements affecting providers of more than one aeronautical activity and the sharing of assets by different providers.	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements

McCall Municipal Airport
Minimum Standards for Commercial Aeronautical Activities
FBOs and SASOs

Services Offered	Scheduled Air Service	Specialty Commercial Flying	Aircraft Sales	Rental Cars	Flying Clubs	Engine, Propeller, or Avionics	Aircraft Paint and/or Upholstery
Licenses/permits required	Revenue scheduled air service	Any/all for-hire flying not regulated by 14 CFR Part 121 or 135 (e.g. skydiving, crop dusting)	New and/or used aircraft sales	Rental cars located/delivered on-airport	Club flying only. No revenue flights.	Engine, Propeller, Avionics and/or instruments sales and repair	Aircraft Paint and/or Upholstery
Licenses/permits required	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license
Amount of Land Required	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Size, type, and amount of facilities required	2 permanent restrooms; 1600 sf passenger lobby; desk or counter space	100 sf office space	100 sf office space	100 sf office space	100 sf office space	1 permanent restroom; 1600 sf shop space	1 permanent restroom; 1600 sf shop space
Automobile Parking Required	Per City Ordinance - Other Comm Use (minimum of 10 spaces) **Only finished sq ft used toward space reqnt	Per City Ordinance - Industrial Use (minimum of 2 spaces)	Per City Ordinance - Other Comm Use (minimum of 2 spaces) **Only finished sq ft used toward space reqnt	Per City Ordinance - Industrial Use OR 1 space per on-site car, whichever is less	Per City Ordinance - Other Comm Use (minimum of 1 space per aircraft in the club) **Only finished sq ft used toward space reqnt	Per City Ordinance - Industrial Use (minimum of 2 spaces)	Per City Ordinance - Industrial Use (minimum of 2 spaces)
Number, type and training of Personnel	Properly certified and qualified operating crew	Properly certified and qualified operating crew	N/A	N/A	N/A	Appropriate FAA Licenses	N/A
Equipment Needed	Suitable, properly certified aircraft	Suitable, properly certified aircraft	N/A	At least 1 rental car.	Suitable, properly certified aircraft	Equipment, parts, and supplies as required for FAA certification	Equipment, parts, and supplies as required for FAA certification
Type and amount of inventory needed	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Environmental, Safety & Security	Customers Escorted	Customers Escorted; Vehicle Safety Plan	Customers Escorted	Customers Escorted	Customers Escorted	Customers Escorted	Customers Escorted
Contact Methods / Public Accessibility	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office
Days and Hours of Operation	Posted on bldg	Posted on bldg	Posted on bldg	Posted on bldg	Posted on bldg	Posted on bldg	Posted on bldg
General Liability Insurance	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured
Premises Insurance	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value
Products & Completed Ops Insurance	N/A	N/A	\$1,000,000	N/A	N/A	\$1,000,000	\$1,000,000
Hangarkeepers Insurance	N/A	N/A	N/A	N/A	\$500,000	\$500,000	\$500,000
Aircraft Liability Insurance	As required by 14 CFR Part 205	\$1,000,000	N/A	N/A	\$1,000,000	N/A	N/A
Workmen's Compensation Insurance	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements

See introduction Part III for additional requirements affecting providers of more than one aeronautical activity and the sharing of assets by different providers.

Minimum Standards for Commercial Aeronautical Activities
 Independent Operators

Appendix C

	Aircraft Maintenance and Repair	Aircraft Rental	Flight Instruction / Flight School	Full Service Fuel & Oil Sales	Self Service Fuel Sales	Aircraft Storage / Hangar Rental	Air Taxi / Charter	Scheduled Air Service	Specialty Commercial Flying	Aircraft Sales	Rental Cars	Flying Clubs	Engine, Propeller, or Avionics	Aircraft Paint/Upholstery
Services Offered	Airframe, powerplant and accessory maintenance and repair	Aircraft Rental	Ground school and flight instruction	Not Permitted	Not Permitted	Not Permitted	Revenue charter (air taxi flights)	Not Permitted	Any/all for-hire flying not regulated by 14 CFR Part 121 or 135 (e.g. skydiving, crop dusting)	New and/or used aircraft sales	Rental cars located/delivered on-airport	Club flying only. No revenue flights.	Engine, Propeller, Avionics and/or instruments sales and repair	Aircraft Paint and/or Upholstery
Licenses/permits required	Business license; Airport Access Permit	Business license; Airport Access Permit	Business license; Airport Access Permit	Not Permitted	Not Permitted	Not Permitted	Business license; Airport Access Permit	Not Permitted	Business license; Airport Access Permit	Business license; Airport Access Permit	Business license; Airport Access Permit	Airport Access Permit	Business license; Airport Access Permit	Business license; Airport Access Permit
Amount of Land Required	N/A	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	N/A	N/A	N/A	N/A	N/A
Size, type, and amount of facilities required	N/A	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	N/A	N/A	N/A	N/A	N/A
Parking Required	N/A	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	N/A	N/A	N/A	N/A	N/A
Number, type and training of Personnel	At least 1 FAA certified A&P mechanic	N/A	At least 1 FAA authorized CFI	Not Permitted	Not Permitted	Not Permitted	Properly certified and qualified operating crew	Not Permitted	Properly certified and qualified operating crew	N/A	N/A	N/A	Appropriate FAA Licenses	N/A
Equipment Needed	Equipment, parts, and supplies as required for FAA certification	At least 1 aircraft available for rent	N/A	Not Permitted	Not Permitted	Not Permitted	Suitable, properly certified operating crew	Not Permitted	Suitable, properly certified aircraft	N/A	At least 1 rental car.	Suitable, properly certified aircraft	Equipment, parts, and supplies as required for FAA certification	Equipment, parts, and supplies as required for FAA certification
Type and amount of inventory needed	N/A	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	N/A	N/A	N/A	N/A	N/A
Environmental, Safety & Security	Airport Access Permit; Acceptance of Airport Rules and Regulations	Airport Access Permit; Acceptance of Airport Rules and Regulations	Airport Access Permit; Acceptance of Airport Rules and Regulations	Not Permitted	Not Permitted	Not Permitted	Airport Access Permit; Acceptance of Airport Rules and Regulations	Not Permitted	Airport Access Permit; Acceptance of Airport Rules and Regulations	Airport Access Permit; Acceptance of Airport Rules and Regulations	Airport Access Permit; Acceptance of Airport Rules and Regulations	Airport Access Permit; Acceptance of Airport Rules and Regulations	Airport Access Permit; Acceptance of Airport Rules and Regulations	Airport Access Permit; Acceptance of Airport Rules and Regulations
Contact Methods / Public Accessibility	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office	Not Permitted	Not Permitted	Not Permitted	Contact number available at Airport Manager's Office	Not Permitted	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office
Days and Hours of Operation	N/A	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	N/A	N/A	N/A	N/A	N/A
General Liability Insurance	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	Not Permitted	Not Permitted	Not Permitted	\$1,000,000 City of McCall named as Additional Insured	Not Permitted	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured
Premises Insurance	N/A	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	N/A	N/A	N/A	N/A	N/A
Products & Completed Ops Insurance	\$1,000,000	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	N/A	N/A	N/A	\$1,000,000	\$1,000,000
Hangers/keepsers Insurance	N/A	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	N/A	N/A	N/A	N/A	N/A
Aircraft Liability Insurance	\$1,000,000	\$1,000,000	\$1,000,000	Not Permitted	Not Permitted	Not Permitted	As required by 14 CFR Part 205	Not Permitted	N/A	N/A	N/A	N/A	N/A	N/A
Workmen's Compensation Insurance	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	Not Permitted	Not Permitted	Not Permitted	ID State Statutory Requirements	Not Permitted	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements

ORDINANCE NO. 949

AN ORDINANCE OF THE CITY OF McCALL, VALLEY COUNTY, IDAHO AMENDING CHAPTER 16, *AIRPORT RULES AND REGULATIONS*, OF TITLE 8, *PUBLIC WAYS AND PROPERTY*, OF THE McCALL CITY CODE AS FOLLOWS: IN SECTION 8-16-1, *DEFINITIONS*.; ADDING A DEFINITION FOR UAS: UNMANNED AIRCRAFT SYSTEM; IN SECTION 8-16-2, *AIRPORT RULES; GENERAL*.; ADDING SUBPARAGRAPH (F) TO PROVIDE THAT UAS OPERATIONS SHALL BE CONDUCTED ACCORDING TO CURRENT FAA POLICY; IN SECTION 8-16-3, *GROUND RULES*.; ADDING SUBPARAGRAPH (K) TO REQUIRE PRIOR APPROVAL FOR STAGING AND PARKING LOCATIONS FOR UNATTENDED VEHICLES OR AIRCRAFT; AMENDING SECTION 8-16-7, *FEES*.; SUBPARAGRAPH (G), *PERMITS, AGREEMENTS, AND LEASES*.; PARAGRAPH 3, *LEASE ASSIGNMENTS*.; TO ADD A REQUIREMENT THAT HANGARS WITH SEWAGE HOLDING TANKS BE CONNECTED TO THE CITY SEWER SYSTEM IN CERTAIN CIRCUMSTANCES, ADDING PARAGRAPH 4, *NEW LEASES*, ADDING PARAGRAPH 5, *LEASE EXTENSIONS UPON LEASE EXPIRATION*.; TO REQUIRE THAT LEASES FOR TERMS OTHER THAN THE STANDARD LEASE TEMPLATE BE REVIEWED BY THE AIRPORT ADVISORY COMMITTEE FOR RECOMMENDATION AND COMMENT TO THE CITY COUNCIL AND THAT ANY VARIANCES FROM THE TEMPLATE MUST BE APPROVED BY THE CITY COUNCIL, ADDING PARAGRAPH 6, *THROUGH THE FENCE (TTF) AGREEMENTS*.; TO ESTABLISH THAT ALL FUTURE TTF ACTIVITY REQUIRES SUBMISSION OF THE PROPOSED ACTIVITY TO THE AIRPORT MANAGER, RECOMMENDATION FROM THE AIRPORT ADVISORY COMMITTEE TO THE CITY COUNCIL, PUBLIC HEARINGS BEFORE PLANNING AND ZONING AND THE CITY COUNCIL, FAA COMMENTS OF ACCEPTABILITY OF THE ACTIVITY, THE PAYMENT OF AIRPORT ACCESS FEES AS STIPULATED BY FAA DIRECTIVES, AND THE PAYMENT OF ALL LANDING, FUEL FLOWAGE AND OTHER FEES AS DETERMINED BY THE CITY COUNCIL, AND ADDING SUBPARAGRAPH (J), *AIRPORT CONSTRUCTION AND OBSTRUCTION CONTROL*.; TO PROHIBIT THE COMMENCEMENT OF CONSTRUCTION PENDING RECEIPT OF FAA FORM 7460 (AIRSPACE) PROCESS AND TO REQUIRE FAA ENVIRONMENTAL PROCESS FOR ALL CONSTRUCTION AND DEMOLITION; AMENDING SECTION 8-16-8, *USE OF HANGARS; ENVIRONMENTAL*.; SUBPARAGRAPH (C), *HANGARS*, TO ADD PARAGRAPH 8, *HANGARS PROPOSED FOR NON-AERONAUTICAL USE*.; TO SPECIFY THE PARAMETERS FOR THE LEASE OF AERONAUTICAL PROPERTY FOR NON-AVIATION USE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

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

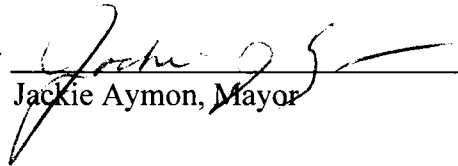
Section 1: That Chapter 16, *Airport Rules And Regulations*, of Title 8, *Public Ways And Property*, of the McCall City Code, be, and the same is hereby, AMENDED as follows, to-wit:

See Exhibit A attached hereto and, by this reference, incorporated herein as if set forth in full.

Section 2: This ordinance shall be in full force and effect after its passage, approval and publication, according to law.

PASSED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF McCALL, IDAHO, THIS 8 DAY OF SEPTEMBER, 2016.

Approved:

By 
Jackie Aymon, Mayor

Attest:


By 
BessieJo Wagner, City Clerk



EXHIBIT A

8-16-1: DEFINITIONS:

Unless otherwise expressly stated, the following terms shall, for the purpose of these rules and regulations, have the meanings herein indicated:

AIR OPERATIONS AREA (AOA): That portion of the airport designed and used for landing, taking off, or surface maneuvering of airplanes together with the required clear areas.

AIR TRAFFIC CONTROL (ATC): A facility operated by the FAA for air/ground communications, which provides air traffic control services to aircraft operations on or in the vicinity of the airport on a temporary basis, usually during fire season.

AIRCRAFT: Any and all contrivances now known or hereafter designed, invented, or used for navigation or flight in the air.

AIRMAN: A gender neutral term for a civilian or military pilot, aviator, or aviation technician.

AIRPORT: The McCall Municipal Airport and all of the property, buildings, facilities and improvements within the exterior boundaries of such airport as it now exists on the airport layout plan or as it may hereafter be extended, enlarged or modified.

AIRPORT ADVISORY COMMITTEE: The advisory committee of five (5) people appointed by the mayor and confirmed by city council.

AIRPORT MANAGER: The duly appointed airport manager of McCall Municipal Airport, appointed by the city manager and confirmed by city council.

AUTO GAS: Any fuel designed and manufactured to be used in automobiles, as opposed to "AVGAS", which is designed and manufactured to be used in aircraft.

CITY: The city of McCall, Idaho, a municipal corporation located in Valley County, Idaho.

COUNCIL: The city council of McCall, Idaho.

ENVIRONMENTAL LAWS: All federal, state, and local laws relating to environmental matters.

FAA: Federal aviation administration.

FAR: Federal aviation regulation.

HAZARDOUS MATERIALS: Any material as defined in applicable federal, state, and local environmental laws.

LARGE AIRCRAFT: Aircraft with a certificated gross weight in excess of twelve thousand five hundred (12,500) pounds.

MCCALL CITY CODE: The code and ordinances of the city of McCall from time to time amended.

MOTOR VEHICLE: Any self-propelled vehicle other than aircraft.

MOVEMENT AREA: The runways, taxiways, and other areas of an airport which are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.

PERSON: Any individual, firm, copartnership, corporation, company, association, joint stock association, or body politic; and includes any trustee, receiver, assignee, or any similar representative thereof.

RSA: Runway safety area.

RAMP: An area designated as an apron or ramp, and used for the parking and maneuvering, loading and unloading, and servicing of aircraft.

SUPPLEMENTAL TYPE CERTIFICATE (STC): An approved modification to an FAA certificated aircraft.

TSA: Transportation security administration.

UAS: Unmanned Aircraft System, popularly referred to as drones.

VEHICLE: Any device in, upon, or by which any person or property is or may be transported.

8-16-2: AIRPORT RULES; GENERAL:

- (A) All aeronautical activities at the McCall Municipal Airport, and all flying of aircraft departing from or arriving at the airport, shall be conducted in conformity with the current pertinent provisions of the federal air regulations (FARs) promulgated by the federal aviation administration (FAA).
- (B) The airport manager may suspend or restrict any or all operations without regard to weather conditions whenever such action is deemed necessary for reasons of safety.
- (C) The airport manager shall at all times have authority to take such actions as may be necessary to safeguard the public in attendance at the airport. Every pilot, mechanic or other person employed at or using the airport shall cooperate with the airport management

to see that all persons upon the premises abide by these rules and use due care and caution to prevent injury to persons or damage to property.

- (D) Instructors shall fully acquaint their students with these rules and shall be responsible for the conduct of students under their direction during the dual instruction. When a student is flying solo, it shall be his/her sole responsibility to observe and abide by these rules.
- (E) Landing and takeoff rules are voluntary, but pilots are highly encouraged to follow these rules to improve safety, reduce noise and congestion, and enhance the aviation community's relations with the surrounding community. (Ord. 882, 11-4-2010)
- (F) UAS Operations shall be conducted in accordance with current FAA policy.

8-16-3: GROUND RULES:

- (A) Aircraft engines shall be started or warmed up so as not to endanger life or property. At no time shall engines be operated at power greater than necessary to move the aircraft when hangars, shops, other buildings, or persons in the observation area, are in the path of the propeller stream or jet blast. When aircraft engines are started, a competent operator shall be at all times at the controls.
- (B) Auxiliary power units (APUs) are not to be started until thirty (30) minutes prior to planned takeoff time. APUs operating beyond thirty (30) minutes are subject to a noise reduction/energy conservation/air quality fee to be set by resolution of the city council.
- (C) Aircraft shall be parked only in areas and in the manner designated by the airport manager.
- (D) All repairs to aircraft or engines, except emergency repairs, shall be made in the spaces designated for this purpose, and not in the area reserved for landing and taking off.
- (E) Only airmen, authorized personnel, or persons being conducted by airmen or airport attendants shall be permitted to enter the landing areas, aircraft parking ramps and taxiways. This does not give these persons the privilege of unrestricted use of this space. These privileges are confined to the necessary use of this space in connection with flights, inspections or routine duties.
- (F) Aircraft shall be properly blocked and tied down by the owner or operator when parked for overnight or when conditions otherwise warrant.
- (G) No motor vehicle shall be driven onto the runway safety area (runway) without the expressed permission of the airport manager or his designated representative. Fuel trucks and emergency vehicles are authorized. Operators of ground vehicles desiring access to the RSA shall carry a radio equipped to transmit and receive on 122.8 MHz (the common traffic advisory frequency [CTAF]), shall announce their intentions prior to entering the

runway environment, and shall monitor CTAF continuously while within the runway environment. (Ord. 882, 11-4-2010)

- (H) No automobile shall be parked on the airport property except in areas designated for that purpose by the airport manager.

Any vehicle parked in an area other than as herein provided shall be deemed to be involved in an extraordinary circumstance and a threat to public safety and the same shall immediately be towed away and impounded under the direction of the McCall police department. All costs of towing, impounding and storage shall be paid prior to redemption of any such vehicle, as provided by chapter 18, title 49, Idaho Code, which chapter is hereby adopted by this reference.

Operators of vehicles crossing the taxiway adjacent to the tie down area shall exercise due caution and must give way to all aircraft. (Ord. 933, 4-9-2015)

- (I) Vehicle parking areas at the airport are intended for airport users only. Commercial truck and bus parking not related to airport use is prohibited.
- (J) The airport manager may grant restricted access to the area inside the airport boundary fence for various reasons. Access privileges are confined to the times and areas required for the purpose access was granted. (Ord. 882, 11-4-2010)

- (K) Fixed wing and helicopter operators with support vehicles must receive approval from the airport manager for staging and parking locations prior to leaving vehicles or aircraft unattended.

8-16-7: FEES:

- (A) Tie Down And Parking Area: Tie down and parking area rental fees shall be from time to time established by resolution of the council. Rules and regulations for tie down areas and enforcement thereof shall be as established in such resolutions of the council.
- (B) Parking Procedures: Parking procedures for tie down tenants will be as directed by the airport manager.
- (C) Landing Fees: There is hereby imposed on all owners and operators of aircraft landing at the McCall Municipal Airport, landing fees in the amount established from time to time by city council resolution. The council may in such resolution establish classes of aircraft and vary the fees according to class, and extend exemptions to certain on airport lessees or on airport federal government agencies, if it so chooses.
- (D) Collection Of Landing Fees: The airport manager or designee shall collect such landing fees and remit them to the city treasurer who shall credit such fees to the airport fund.

- (E) Bulk Distributor Fuel Fee: A per gallon fee will be paid by the bulk distributor on all aircraft fuel delivered to any location at McCall Municipal Airport. The bulk distributor shall file a monthly report on an airport approved format of such deliveries. Payment of the fuel flowage fees shall accompany the report. The distributor shall pay to the city within thirty (30) days following the end of each calendar month, without demand or invoicing, the per gallon fee charges for the preceding month at the rate and in the amount then currently approved in the airport fee schedule. The distributor shall provide to the airport for calculation of per gallon fee charges a copy of its monthly fuel flowage report and the number of gallons delivered by the due date. The report and payment of fuel flowage fee must be received in the airport director's office on or before the delivered due date as described above. The current fuel flowage fee will be published and available at the airport manager's office.
- (F) Self-Fuel Fee: The fuel flowage fee will be paid by aircraft owners who bring their own fuel onto the airport to "self-fuel". The aircraft owner may choose either to pay the fuel flowage fee for all of the fuel brought onto the airport, or else pay the nonbased rate of 1.5 times the current fuel flowage fee for all fuel actually pumped.
- (G) Permits, Agreements, And Leases:
 1. Commercial Activity: All commercial operators conducting activities of any type on McCall Municipal Airport property, or using McCall Airport property as a base of operations, shall notify airport management of such activity by applying for an "airport business license". The licenses may be obtained at the airport manager's office and will be valid for three (3) years from the date of issuance. A charge will be assessed for this license, as set by the McCall city council. Activities approved by license, agreement, or lease shall be restricted to the activities specifically described in the license, agreement, or lease and any applicable minimum standards. Forms for such permits, agreements, and leases and copies of the airport minimum standards may be obtained from the airport manager's office.

In the event the airport agrees to an activity for which there is not an appropriate license, agreement or lease, airport management will make a recommendation through the airport advisory committee to the city council for the terms, conditions and rates.

2. Airport Fees, Rents, And Charges: It is the goal of the airport to be as self-supporting as possible, in accordance with FAA airport grant assurances. The system of rates and charges is developed to reflect fair compensation for the use of the facility by all users (see airport website for current rates).
3. Lease Assignments: If any of the noncommercial hangar land lessees propose a commercial operation, then they will be required to fill out a complete new lease application and have the commercial operation reviewed by the airport advisory committee and approved or denied by city council.

All hangars which have sewage holding tanks will be required to connect to the city sewer system, where available within 300 feet of the hangar, upon lease assignment or the end of lease term. Lease Assignees with no intent to utilize an existing holding tank will crush or remove the existing tank as directed by the Airport Manager through coordination with Public Works.

Leases/hangars used for noncommercial purposes/airplane storage do not require a complete lease application but do require contact information and the registration number of the aircraft intended to be housed in the hangar.

Hangars 106 and above are all noncommercial hangars to be used for aircraft storage. These noncommercial lease assignments will require the following:

- (a) The name of the new owner including those authorized to execute documents if transferred to a corporation.
- (b) The address of the new owner.
- (c) The telephone number of the new owner.
- (d) An e-mail address if available for the new owner.
- (e) Two (2) contacts to assist in finding the owner if they move and the post office is no longer forwarding their mail.
- (f) The N number of the aircraft to be stored in the hangar.
- (g) If no aircraft is presently owned, a stated plan on when and how aircraft are to be stored in the hangar (e.g., a plan to build a home built aircraft, a plan to purchase an aircraft by a certain date, or a plan to rent the hangar for aircraft storage until an aircraft is purchased).
- (h) An acknowledgement that the hangar is to be used primarily for aircraft storage.
- (i) A name change for the hangar owner, a name of the corporation, or placing the lease into an estate planning trust is not a lease assignment if the people owning the lease have not changed.

4. New Leases: Leases for terms other than the adopted "standard" lease template are reviewed by the AAC with a recommendation and comment to City Council. Any variance from the standard lease template must be approved by the City Council.

5 Lease Extensions Upon Lease Expiration: Prior to extending a lease, the AAC will review and make a recommendation to City Council after consideration of the physical condition of the existing hangar and its impact on the Airport Master Plan and Airport Layout Plan to assure that extension of the lease for the hangar does not interfere with future airport development.

6. Through the Fence (TTF) Agreements:

- (a) Proposals for future TTF activity must first be submitted to the Airport Manager and require a recommendation from the Airport Advisory Committee to City Council. If City Council chooses to consider a TTF plan, then a public hearing with Planning and Zoning and a separate public hearing with McCall City Council would be required, even if not normally required under current Planning and Zoning rules. Additionally, FAA is required to comment as to the acceptability of the proposed TTF to ensure that the proposal does not violate any existing airport grant assurances.
- (b) Any TTF activities are required to pay airport access fees as stipulated by FAA directives. Landing fees, fuel flowage fees and other fees as determined by City Council would also be required to be paid by TTF operators.
- (H) **Damage To Airport Property:** Any person causing or responsible for injury, destruction, damage, or disturbance to the airport or public property shall report such damage to the McCall police and, upon demand by the airport, shall reimburse the airport for the full amount of the damage.
- (I) **Nondiscrimination:** It is unlawful for a lessee, tenant, concessionaire, licensee, or contractor to discriminate against any person, because of race, color, national origin, sex, creed, or handicap, in public services and employment opportunities.
- (J) **Airport Construction and Obstruction Control:** No person shall commence any construction project on airport premises without first obtaining written permission from the airport manager and without strict compliance and adherence to the safety specifications and direction of the airport manager. The airport manager will review all requests for building permits and approve or disapprove on the basis of the airport minimum standards, any airport tenant design standards, the then current airport master plan, the current FAA approved airport layout plan, and the potential benefit to the public and the aeronautical community. Construction shall not begin until FAA has approved via an FAA form 7460 (airspace) process. A FAA environmental process is also required for all construction and demolition on the airport.
- (K) **Removal And Impoundment Of Property:** The airport manager, or his duly authorized representative, may remove from any area of the airport, including any leased premises, any aircraft, motor vehicle, or other property which causes or constitutes, or reasonably appears to cause or constitute, an imminent or immediate danger to the health or safety of the persons using the air terminal or a significant portion thereof. The expense of such removal and any storage fees shall become a lien chargeable to the owner and/or operator of such aircraft, motor vehicle or other property.
- (L) **Abandoned/Derelict Aircraft:** No person may abandon an aircraft on the airport, nor allow an aircraft parked on the airport, to become derelict or a hazard to other airport users. If the owner of an aircraft which appears to be abandoned or derelict cannot be contacted, a

notice shall be placed on the aircraft stating that the aircraft must be moved from the parking ramp within six (6) weeks, or the aircraft will be impounded and removed. (Ord. 882, 11-4-2010)

8-16-8: USE OF HANGARS; ENVIRONMENTAL:

- (A) Standards And Requirements: The standards and requirements set forth in the document entitled "Minimum Standards For Commercial Aeronautical Activities At The McCall Municipal Airport", as the same may be hereafter amended, is hereby ratified and adopted as the "minimum standards for commercial aeronautical activities at the McCall Municipal Airport", and as ratified and adopted shall be the standards and requirements governing the use of the McCall Municipal Airport by all commercial operators for all commercial operations.
- (B) Copies On File: Three (3) copies of said "Minimum Standards For Commercial Aeronautical Activities At The McCall Municipal Airport" are on file in the office of the city clerk for inspection and examination. As such minimum standards are amended, as may be deemed necessary or desirable by the city council, three (3) copies of such amendments shall be placed on file with the city clerk for inspection and examination.
- (C) Hangars: Hangars are intended to be used primarily for aeronautical purposes.
1. Each hangar owner shall annually report the N number of each aircraft stored in a hangar.
 2. A limited amount of personal property of the aircraft owner may be stored in the hangar, so long as the primary use of the hangar is for aircraft storage.
 3. The personal property of anyone other than the aircraft owner is not permitted to be stored in the hangar.
 4. Hangars may be rented for aircraft storage, and the airport must be notified of the N number of the aircraft being stored and of the contact information for the aircraft owner or primary user of the aircraft.
 5. Hangars may be used for crew rest or use by air crews on standby or alert to fly.
 6. Crew rest is not intended as crew quarters for pilots beyond a twenty four (24) hour period.
 7. Hangars may not be used for any residential purpose.
 8. Hangars Proposed For Non-Aeronautical Use: The City will not approve any existing or proposed lease of aeronautical property including private hangars for non-aviation use for longer than a brief interim period of time generally, five or fewer years, and provided the activity does not violate FAA grant assurances. Such leases are also subject to FAA

approval and the proposed Lessee obtaining all necessary zoning and other approvals from the City, and provided that the annual lease fee shall be set at 1.5 times the new lease rate for the property. Non-Aeronautical use of hangars may be considered for less than one year so long as the Lessee obtains the proper approvals from the FAA and the lease rate is adjusted for the period of non-aeronautical use. Using hangars for commercial or non-commercial storage of property of other than that of the hangar owner is considered to be a non-aeronautical use.

(D) Nonexclusive Rights: Nothing herein contained shall be construed to grant otherwise or authorize the granting of an exclusive right, except as to the areas to be occupied by the permit holder, agreement holder, or lessee, which areas shall be for the permit holder, agreement holder, or lessee's exclusive use.

(E) Environmental Compliance:

1. Stormwater: No person shall cause or allow nonallowable stormwater and nonstormwater discharges to be released to the stormwater system, or any hazardous material to be released to the storm sewer system except as specifically permitted under the clean water act (33 USC section 1251 et seq.).
2. Washing Of Aircraft: Aircraft shall not be washed on airport property in areas that eventually drain to the Payette River. Wastewater from aircraft washing operations shall be disposed only in accordance with all applicable local, state, and federal environmental rules and regulations.
3. Aircraft Repairs And Painting: Aircraft shall be stored and major repairs which would require a sign off by an A&P mechanic shall be made only on leased sites where specifically permitted. Aircraft repair work may be performed on ramps or aprons only with prior permission from the airport manager. Spray painting will only be conducted in facilities designated for this purpose. (Ord. 882, 11-4-2010)



City of McCall

Resolution No 17-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCALL, IDAHO, ESTABLISHING AND ADJUSTING VARIOUS FEES FOR THE AIRPORT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, **McCall City Code Section 6.4.100** provides that a schedule of charges be established periodically by the Council by resolution; and

WHEREAS, McCall City Code Section 8.16.7 authorizes the imposition and collection of certain fees at the McCall Airport; and

WHEREAS, the Department Head in charge of the Airport of the City of McCall has estimated the cost of providing the enumerated services and the rates required to recover those costs; and

WHEREAS, the City complied with **Idaho Code 63-1311A**, by placing a Public Notice in the Star-News on July 27 and August 3, 2017 announcing a public hearing on August 10, 2017 to consider fee increases in the Airport Department;

WHEREAS, the City Council conducted a public hearing at the August 10, 2017 Council meeting, as required by law, and considered public comment, and deliberated upon the recommended fee increases; and

WHEREAS, The Council directed staff continue the public hearing to September 14, 2017 at 6:00 pm; and

WHEREAS, at the conclusion of the September 14, 2017 public hearing, the Council directed staff to prepare a resolution adopting the following fee increases;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF MCCALL, Valley County, Idaho that:

Section 1: The following schedule of charges is hereby adopted as the rates for listed services in the Airport Department:

Fuel Flowage Fees (per gallon)	\$.08
Seasonal Tie-Down Rates (per month)(25% discount for paying six months in advance)	
Single Engine and Small Twin, T-tie-down areas	\$50

Twin Tie-Down row	\$75
Jet Row	\$200
Aircraft Parking	
Piston single & light piston twin, less than 6,000 pounds (per night)	\$5.00
Piston single & light piston twin, 6,000-12,500 pounds (after 4 hours)	\$5.00
Turbine-powered single/twin (after four hours)	\$10.00
Jet less than 12,500 pounds (after 4 hours)	\$30.00
Jet 12,500 pounds and greater (after 4 hours)	\$45.00
New Land Leases (annually, per sq. ft. base year 2018 adjusts annually effective October 1 according the percentage increase of the Western Urban Consumer Price Index for the twelve calendar months prior and including the most recent month for which such an Index is available.)	
Covered	\$.30
Bare	\$.30

Landing Fees (per thousand pounds)max certificated gross takeoff weight	
less than 8,000 pounds	No charge
Based Aircraft 8,000 lbs.	\$1.10
Transient Group A,B,C, Category I & II greater 8,000 and greater	\$1.65
Category III and greater	\$2.75
all air ambulance and firefighting aircraft	No charge
Hangar Waiting List	\$500.00
Car Rental Fees (On airport and Picking up or dropping off at Airport)	10% of gross receipts
Lease Assignment Fee	Not to exceed \$1000 and not to exceed actual costs of personnel and expenses
Commercial Operator Permits not leasing from airport or subleasing from airport tenant	
Itinerant Commercial Operators	\$500.00 per year, landing fee @\$1.65 credited against first \$500.00
FAR Part 137 Ag Operators, except fire fighters	\$500.00 per month
Scheduled Part 135 <10 seats	\$1,000.00 per year, landing fee @ \$1.65
Vehicle (non-aircraft) Parking	
Daily rate	\$5.00
Vehicle operator leasing from airport or subleasing or receiving services from airport tenant. Monthly rate paid in advance	\$25.00
Vehicle operator neither leasing from airport nor subleasing nor receiving services from airport tenant. Monthly rate paid in advance	\$50.00
Snow Removal from Leased Space	

Automatic removal option - Fee per sq. ft.	\$0.01
As requested option, request received prior to 9am	\$.01/sq. ft. +\$10.00
As requested-expedited option	\$.015/sq. ft.

Section 2: This resolution shall be in full force and effect on October 1, 2017

Passed and approved this 14 day of September, 2017

CITY OF MCCALL
Valley County, Idaho



Jackie Aymon

Jackie Aymon
Mayor

ATTEST:

BessieJo Wagner

BessieJo Wagner
City Clerk

Customer:

34.3 Dew Aircraft Inc. Attention: Douglas E. Walberg, President Last payment date: 01/22/2024
 PO Box 1289 Telephone 1: 208-634-4088 Last payment: 7,219.40-
 McCall, ID 83638 Fax: Balance: .00

Customer Compare Transactions Detail Statements Deposits

Display: All transactions

	Date	Type	Reference	Description	Due Date	Amount	Applied Amount	Balance	Unpaid / Unapplied
	07/06/2020	Payment	1	DEW AIRCRAFT HANGER 98 LEASE		(1,494.98)	<u>(1,494.98)</u>	(1,494.9...	.00
	08/18/2020	Invoice	5110	Airport Lease - July 2020 thru Sept. 2020 - Hangar 98	09/17/2020	1,494.98	<u>1,494.98</u>	.00	.00
	11/01/2020	Invoice	5148	Annual Lease - Oct. 2020 thru Sept. 2021 - Hangar 98	12/01/2020	6,075.58	<u>6,075.58</u>	6,075.58	.00
	01/08/2021	Payment	4	HANGAR LEASE DEW AIRCRAFT		(6,075.58)	<u>(6,075.58)</u>	.00	.00
	10/01/2021	Invoice	5394	Annual Lease - Oct. 2021 thru Sept. 2022 - Hangar 98	10/31/2021	6,379.36	<u>6,379.36</u>	6,379.36	.00
	01/11/2022	Payment	1	DEW AIRCRAFT INC #98		(6,379.36)	<u>(6,379.36)</u>	.00	.00
	12/01/2022	Invoice	5781	Annual Lease - Oct. 2022 thru Sept. 2023 - Hangar 98	12/31/2022	6,986.37	<u>6,986.37</u>	6,986.37	.00
	01/26/2023	Payment	1	DEW AIRCRAFT INC		(6,986.37)	<u>(6,986.37)</u>	.00	.00
	10/23/2023	Invoice	6072	Annual Lease - Oct. 2023 thru Sept. 2024 - Hangar 98	11/22/2023	7,219.40	<u>7,219.40</u>	7,219.40	.00
	01/22/2024	Payment	1	DEW AIRCRAFT INC		(7,219.40)	<u>(7,219.40)</u>	.00	.00



\$28,155.69

Monday, September 16, 2024 1:03:25 PM - Window

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 24-216
Meeting Date October 24, 2024

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
Request to Appoint a Library Board of Trustees member – Susan Reddick		Mayor / Council		
		City Manager		
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	N/A	Airport		
FUNDING SOURCE:	N/A	Library		Originator
TIMELINE:	November 2024- October 2029	Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT:				
<p>The Library Board of Trustees voted unanimously on October 8, 2024 to recommend Susie Reddick for re-appointment. Susie has been serving on the board for the past 3 years, taking on the crucial role of Secretary with the requisite skill, accuracy, and tact. She stands out for her thoughtfulness of different community perspectives about the library, and she is a great supporter of our staff. Her letter of interest stated that she would like to continue to “work in support of the patrons, staff, and the director of the McCall Public Library.”</p> <p>The Library Board of Trustees advocates for the library and literacy, hires and evaluates the Library Director, monitors overall effectiveness of the library as a social institution and sets library policies and strategic goals to better serve the community. Trustees are volunteers who serve for a term of five years. Library Trustees are recommended for appointment by current library board members and appointed by the City Manager and City Council.</p>				
RECOMMENDED ACTION:				
Appoint Susan Reddick to the McCall Public Library Board of Trustees for a term to expire October, 2029.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

**McCALL CITY COUNCIL
AGENDA BILL**



216 East Park Street
McCall, Idaho 83638

Number

AB 24-217

Meeting Date

October 24, 2024

AGENDA ITEM INFORMATION			
SUBJECT: <i>Invitation to Participate in the United Payette Task Force</i>	<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
	Mayor / Council		
	City Manager		
	Clerk		Originator
	Treasurer		
	Community Development		
	Police Department		
	Public Works		
	Golf Course		
	COST IMPACT:	Parks and Recreation	
FUNDING SOURCE:	Airport		
	Library		
TIMELINE:	Information Systems		
	Grant Coordinator		
SUMMARY STATEMENT:			
<p>The United Payette Steering Committee is asking for the Council’s input and help in evaluating a potential land exchange between the Forest Service and the State of Idaho/Idaho Department of Lands that would include state endowment lands around the Payette Lakes. United Payette is a diverse coalition of citizens and organizations collaborating with government and private partners to identify and secure paths to conserve the endowment lands around the Payette Lakes. United Payette has organized a task force to consider this potential land exchange, which could have numerous benefits including maintaining public access to the state endowment lands surrounding Payette Lake while at the same time providing the State of Idaho/IDL with lands better suited to fulfilling their constitutional obligations to endowment beneficiaries.</p> <p>The United Payette Steering Committee is requesting that a member of the McCall City Council be appointed to serve on the United Payette Task Force. Attached is an invitation letter from the United Payette Steering Committee.</p>			
RECOMMENDED ACTION:			
Consider an appointment of a Councilor to the United Payette Task Force.			
RECORD OF COUNCIL ACTION			
MEETING DATE	ACTION		



P.O Box 3178, McCall, ID 83638
www.unitedpayette.org

October 14, 2024

Mr. Bob Giles, Mayor
Mr. Colby Nielsen, Council President
Mr. Lyle Nelson, Councilor
Ms. Julie Thrower, Councilor
Mr. Mike Maciaszek, Councilor
216 East Park Street
McCall, ID 83638
(208) 634-7142

Electronically submitted: bwagner@mccall.id.us

Dear McCall City Council Members:

We are writing on behalf of United Payette to ask for your input and help in evaluating a potential land exchange between the Forest Service and the State of Idaho/Idaho Department of Lands that would include state endowment lands around the Payette Lakes. United Payette is a diverse coalition of citizens and organizations collaborating with government and private partners to identify and secure paths to conserve the endowment lands around the Payette Lakes.

United Payette has organized a task force to consider this potential land exchange, which could have numerous benefits including maintaining public access to the state endowment lands surrounding Payette Lake while at the same time providing the State of Idaho/IDL with lands better suited to fulfilling their constitutional obligations to endowment beneficiaries. The Idaho Department of Parks and Recreation could play a role in this exchange as well. The task force currently consists of six members, four are retired from the Idaho Department of Lands, the U.S. Forest Service, Idaho Parks and Recreation, and Idaho Fish and Game. Two members are from the United Payette steering committee. We would like to include officials representing the City of McCall and Valley County, and we are requesting that you consider appointing a representative to this task force.

The task force will focus on

- Initiating a survey of public opinion on a potential land exchange.

- Sharing information with elected officials including the McCall City Council, Valley and Adams County Commissioners, our Idaho state legislators, our US congressional delegation, the Governor, and members of the State Board of Land Commissioners regarding the public's perceptions of the benefits and disadvantages of a potential land exchange.
- Working with the agencies involved to maintain public access, both motorized and non-motorized; and maintain historic uses of these state lands including recreation, timber production, and leases/permits for commercial activities.
- Providing information to the public, stakeholders, and interested parties regarding the potential land exchange.

Understanding public opinion of a potential land exchange and how it may serve the best public interest is critical. We also believe that having City input regarding the survey is essential for establishing community trust and producing a credible public survey/poll that benefits all parties involved.

Please contact Randy Fox at rfox@idahoconservation.org or (208) 318-5779 to notify us whether you will be able to participate in our task force. Thank you for your time and consideration. We look forward to working with you on this important community issue.

Respectfully,

United Payette Steering Committee

Jeff Canfield
Randy Fox
Julie Manning
Jeff Mousseau
Kristin Sinclair
Craig Utter



Cc: Valley County Commissioners

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 24-218
Meeting Date October 24, 2024

AGENDA ITEM INFORMATION

SUBJECT: <i>Request Approval of Janitorial Services Contract for City Hall / Legion Hall</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager		
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
COST IMPACT:	Pending Monthly (Pending annually)	Parks and Recreation		Originator
FUNDING SOURCE:	General Fund	Airport		
		Library		
TIMELINE:	October 24, 2024	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:
Historically the janitorial needs of City Hall and Legion Hall have been fulfilled internally with parks staff. This position has historically been extremely difficult to fill and with growing demands on the department, our staff resources could be better utilized in other maintenance areas throughout the community where we are starting to fall short because of increased maintenance requirements and limited staff availability.

Following a test run by a local contractor to better understand the shift from internal to contracted janitorial services and the day-to-day requirements of City Hall & Legion Hall, the attached contract represents the needs of these public facilities.

Based on McCall Cleaners initial work which has been done on a time and materials basis to help staff better understand the contracted janitorial needs of this building, staff feel confident that they will do a professional job, and this company has a good performance record in other city owned facilities.

RECOMMENDED ACTION:
Award the contract for Janitorial Services within City Hall and Legion Hall to McCall Cleaners and approve the mayor to sign all necessary documentation.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION



City of McCall

INDEPENDENT CONTRACTOR AGREEMENT WITH McCall Cleaners, LLC FOR Cleaning Services at McCall City Hall / Legion Hall

This Independent Contractor Agreement (“Agreement”) is made and entered effective to the day of October 2024, by and between the City of McCall, an Idaho municipal corporation (“City”), and McCALL CLEANERS, LLC ("Contractor").

RECITALS

- A. The City is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. The City is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City. Idaho Code §50-301 *et seq.*
- C. Contractor independently provides certain services which may be beneficial and of use for the general welfare of the City.
- D. The City finds that it is economical and efficient and that is in the best interests of the City to contract with Contractor for certain services as set forth herein (“Services”).

NOW, THEREFORE, the Parties enter into this Agreement according to the following terms and conditions:

AGREEMENT

1. Description of Services.

- 1.1** Maintaining the cleanliness of common areas of the McCall City Hall & Legion Hall Building located at 216 E. Park Street, McCall, ID, including break and bathroom areas and designated offices.
- 1.2** Contractor shall perform the Services at such times and frequency as may be identified by the McCall Parks and Recreation Director.
- 1.3** Contractor will perform all tasks and services outlined in the “McCall City Hall Cleaning List,” attached hereto as Exhibit A. Services will be provided 5 days per week, Monday through Friday. Other tasks and services may be required from time to time as discussed by the Parties, and Parties must come to an agreement on any costs associated with the added services before any additional work is done.

2. Payment for Services. In exchange for the Services, the City shall pay Contractor:

- 2.1** \$????? per month. This cost is not to exceed such amount unless otherwise agreed to by the Parties.
- 2.2** Details regarding Service pricing are included in Exhibit B, attached hereto.

Contractor shall track and report to the City as to the Service activities and all time expended on the Services. City will also reimburse Contractor, upon presentation of reports and receipts, for reasonable travel expenses required to provide the Services. Invoices for payment will be submitted monthly and payment made by City upon City review and approval within approximately thirty days.

3. **Term.** The term of this Agreement shall be through the duration and conclusion of the Services, not to exceed one year from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties.
4. **Independent Contractor.** Contractor performs the Services hereunder solely and exclusively as an independent contractor. Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City will determine the projects or Services to be done by Contractor, but Contractor will determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create or establish any employee-employee relationship between the City and Contractor or make Contractor eligible for any City employment benefits. Contractor is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.
5. **Performance and Warranty.** Contractor will provide its own tools and equipment as needed to perform the Services. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Contractor warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
6. **Indemnification.** Contractor releases, holds harmless, and agrees to indemnify City from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents, and employees.
7. **Licensing.** Contractor represents that Contractor possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.
8. **Insurance.** Contractor is not covered by the City's liability insurance policy. Contractor shall carry and maintain liability insurance in the following minimum amounts:

General liability	\$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
Commercial Auto	\$1,000,000.00
Professional Liability	\$1,000,000.00
Worker's Compensation	As required by the State of Idaho, and not less than \$1,000,000.00

Proof of said insurance shall be provided to City. Each policy of insurance required shall provide for no less than thirty-day advance notice to City prior to cancellation. In addition, the City shall be named an "Additional Insured" by all contractors and subcontractors.

9. **Notice.** All notices under this Agreement shall be in writing and addressed as follows:

CITY:
City of McCall
Attn: City Clerk
216 E. Park Street
McCall, ID 83638

CONTRACTOR:
McCall Cleaners
14 Buckskin
Donnelly, ID 83615

10. **Compliance with Laws/Public Records.** Contractor, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state and local laws, rules, and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying. Should Contractor wish to claim an exemption to disclosure on any record, Contractor shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.
11. **Non-Assignment.** Contractor hereby acknowledges that City has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign, subcontract, or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of City.
12. **Amendments.** This Agreement may only be changed, modified, or amended in writing executed by all parties.
13. **Non-Waiver.** The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
14. **Headings.** The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
15. **Attorney Fees and Costs.** In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.

16. **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho. Venue shall be in the Fourth Judicial District, Valley County, Idaho.
17. **Entire Agreement.** This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.
18. **Severability.** If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent.
19. **Execution and Signatures.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
20. **Authority.** The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

CITY OF McCALL,

CONTRACTOR

Robert S. Giles, Mayor

Joshua O'Donnell, McCall Cleaners

ATTEST:

BessieJo Wagner, City Clerk

McCALL CITY COUNCIL

216 East Park Street

AGENDA BILL

McCall, Idaho 83638



Number

AB 24-219

Meeting Date

October 24, 2024

AGENDA ITEM INFORMATION

SUBJECT: <i>Request Approval of the Idaho Transportation Department – Office of Highway Safety – Traffic Enforcement Grant Project Agreement (TEGPA) for Federal Fiscal Year 2025 (FFY25).</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager		
		Clerk		
		Treasurer		
		Community Development		
		Police Department		Originator
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	Maximum of \$15,000	Airport		
FUNDING SOURCE:	Idaho Transportation Department – Office of Highway Safety	Library		
TIMELINE:	11/1/2024	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

The Idaho Transportation Department – Office of Highway Safety – has announced the FFY25 Traffic Enforcement Grant Project Agreement (TEGPA). The McCall Police Department has partnered with the Office of Highway Safety over the last ten years by utilizing this funding resource to provide traffic enforcement initiatives in addition to regular patrol activities.

The Office of Highway Safety High Visibility Traffic Enforcement Mobilizations provides for the reimbursement of officer salaries during traffic enforcement grant activities.

The Office of Highway Safety Mini Grants provides funding resources for Special Emphasis Traffic Enforcement, Traffic Enforcement Equipment Projects, Public Information and Education, and Traffic Safety Related Training. A grant match of 25% is required for Mini Grants when applied for and approved by the Idaho Transportation Department.

If approved for equipment funding through the Traffic Enforcement Equipment Projects, the McCall Police Department will purchase applicable traffic enforcement related equipment. The dollar amount earned through the grant will be determined by the actual equipment purchased.

Attached is the FFY25 Traffic Enforcement Grant Project Agreement.

RECOMMENDED ACTION:

Approve Submission of the Idaho Transportation Department – Office of Highway Safety FFY25 Traffic Enforcement Grant Project Agreement (TEGPA) application and authorize the mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION



IDAHO TRANSPORTATION DEPARTMENT OFFICE OF HIGHWAY SAFETY FFY 2025 Traffic Enforcement Grant Project Agreement (TEGPA)

This agreement for FFY 2025 is made and enter into by and between: (Agency Name) McCall Police Department, hereinafter referred to as “Contractor” and the Idaho Transportation Department Office of Highway Safety, hereinafter referred to as “OHS” on the ___ day of _____, 20__.

IT IS THE PURPOSE OF THIS AGREEMENT to provide National Highway Traffic Safety Administration (NHTSA), funded assistance to the Contractor for participation in local and statewide traffic projects as specified in the Triennial Highway Safety Plan (3HSP) target focus areas for the following safety related activities:

- High visibility traffic enforcement (HVE) mobilization
- Mini-grants that support special emphasis traffic enforcement
- Mini-grants that support traffic enforcement equipment projects
- Mini-grants that support public participation and engagement (PP&E)
- Mini-grants that support traffic safety related training

THE GOAL OF THIS AGREEMENT is to establish project requirements and a funding process to support the efforts of the contractor to reduce deaths, serious injuries, and economic loss as established in the 3HSP.

It is, therefore, mutually agreed that:

1. Contractor will conduct traffic enforcement mobilizations and/or mini-grants in accordance with the criteria established by OHS, for each mobilization and/or traffic mini grant.
2. Contractor will provide a commissioned police officer (active or paid reserve) with appropriate equipment (vehicle, radar, etc.) under conditions identified under Part 5 of this agreement to enforce impaired driving, alcohol beverage control, distracted driving, aggressive driving, safety restraint, school zone violations, bicycle, pedestrian, motorcycle laws with emphasis as designated by OHS and/or crash problem identification.
3. Contractor and/or partnering enforcement agencies will publicize the enforcement effort to increase effectiveness by.
 - a. Working with the media to increase the awareness of enforcement efforts; and
 - b. Provide pre and post public outreach such as press releases, social media posts, or other messaging efforts. Make note of efforts on the Performance Report.
4. Contractor will take a zero tolerance for unbuckled passengers and children during all OHS funded mobilizations and mini grants.
5. Based on the availability of funding and by signing this agreement, Contractor agrees to support statewide highway safety public awareness campaigns and will accept the benefits of having the earned and paid media run in their local communities.
6. OHS will reimburse Contractor for traffic enforcement grant activities at the rate of up to 1.5 times the officer’s regular hourly rate plus Contractor’s contribution to employee benefits, which are FICA/Medicare, unemployment, worker’s compensation and PERSI. Agencies that use

reservists may pay up to 1.5 times their documented established hourly rate for traffic enforcement grant activities.

- a. For this agreement, regular-on-duty personnel hours are not eligible for reimbursement (unless a pre-arranged agreement is made, or it is otherwise state in the Contractor policy.)
 - b. For this agreement, salaried positions are ineligible for reimbursement unless overtime is allowed and documented through Contractor policies.
 - c. Necessary additional dispatch service overtime may be reimbursed if requested prior to the grant activity.
 - d. Any calls for service that last more than 30 minutes are not considered a “grant activity” and cannot be claimed as grant time.
7. Participation in future mobilizations and mini grants is contingent on at least satisfactory performance during the prior mobilization, as determined by OHS. MNTSA has published a guide that outlines specific strategies and countermeasures relevant to the focus areas.
8. Contractor must submit the following forms in accordance with OHS requirements:
- a. Performance Reports – required to be completed and submitted via WebCars
 - i. Only the grant funded citations, warnings and contacts are required to be reported.
 - ii. Agencies are encouraged to conduct public participation and engagement along with outreach and report it in the Performance Reports.
 - b. Overtime Reimbursement Claim Form – complete and submit via WebCars.
 - i. The claim must be signed by an authorizing official whose signature can be verified through their individual login.
 - ii. The overtime claim must not be signed by anyone who worked the mobilization.
 - c. Payroll Register – Must be available for review upon request from OHS for the period claimed in the reimbursement claim.
 - i. Payroll verification may be computer generated payroll registers or copies of payroll warrants.
 - ii. Timesheets must be provided and are not considered payroll verification.
 - iii. When possible, payroll verification should be coded to differentiate between OHS grant funded overtime and other sources.
 - d. Contractor will submit reimbursement claim and performance reports withing 30 days of completion of the mobilization or grant activity. **Note:** Claims received after October 15th may not be eligible for reimbursement.
 - e. No documentation, reports or claims submitted to OHS may contain Contractor or its employees’, agents or subcontractors’ protected personally identifiable information (Protected PIII).
9. Assurances and other grant requirement require by NHTSA for all organizations receiving federal grant funds:
- a. Attachment 1 - Agency Certification and Assurances FFY24
 - b. Attachment 2 – Risk Assessment (information provided by the Contractor’s financial contact.)

10. Other Grant Requirements:

- a. Unique Entity Identifier (UEI)
 - i. The General Services Administration (GSA) requires federal funding recipients to have a UEI which is generated by SAM.gov, therefore recipients are to keep their registration current to ensure they receive their UEO.
 - ii. The Contractor agrees it shall maintain current registration in the System for Award Management, SAM.gov, at all times during which it has active federal awards.
 - iii. If the Contractor or its principals or affiliates is disbarred, suspended or ineligible from federal contracting, the Agreement may be terminated immediately.
- b. Personal Identifiable Information (PII) - as noted under 2 CFR Chapter 1, Chapter II, Part 200.79, 200.82, 200.303.
- c. Procurement of equipment and materials – equipment purchases shall be subject to requirements governing this agreement, including those for procurement of materials and leasing of equipment.
- d. Code of Conduct – No employee, officer or agent of the Contractor shall participate in the selection, award or administration of a contract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict may arise when any of the following have a financial or other interest in the firm selected for award:
 - i. The employee, officer, or agent.
 - ii. Any member of his or her immediate family.
 - iii. His or her partner.
 - iv. An organization which employs or is about to employ any of the above listed.The contractor guarantees it has not entered into any form of collusion with anyone involving any form of payment, dependent upon or resulting from the award of this contract or subcontract(s).
- e. Conferences, inspection of work, grant monitoring – conferences may be held at the request of either party to this agreement. Conferences may be held in person or by virtual meeting. A representative of OHS and/or the US Department of Transportation (DOT) can conduct an onsite visit for the purpose of inspection and/or assessment of work being performed at any time.
- f. Travel – Grant related local vicinity travel, travel to other parts of the state, and travel outside the state must conform to state policies and procedures. Allowable reimbursements cannot be greater than those authorized for state employees and reimbursements will be made to the Contractor for grant project travel. State policy requires economical and practical modes of travel, as well as moderate dining and lodging.
- g. Tax and compensation liability – OHS will not incur any liability for workers compensation, FICA, withholding tax, unemployment compensation, or any other payment which is not a part of the grant agreement.
- h. Policy inclusion – to receive highway safety grant funds, OHS requires that the Contractor have a Seat Belt Use policy in effect or implement one prior to completion of the agreement. If requested OHS, Contractor will submit their policy to OPH prior to execution of the agreement.

- i. Responsibility for claims and liability – Contractor shall be required to save and hold harmless OHS, ITD, NHTSA, FHWA and US DOT from all claims and/or liability due to the negligent acts of the Contractor or the Contractor’s subcontractor(s), agents or employee(s).
- j. Failure to comply - with any terms of this agreement may jeopardize Contractor in receiving future funding from OHS.
- k. Eligible organizations – agree to indemnify, defend, and hold harmless ITD, its officers, agents, employees’ from and against any and all claims, suits, losses, damages or costs, including reasonable attorney’s fees arising from or by the use of grants.
- l. Any dispute, disagreement, or question of fact – concerning this agreement shall be decided by the OHS Highway Safety manager, OHS HSM. The decision shall be in writing and shall be distributed to the parties concerned. If the Contractor disagrees with the decision by the OHS Highway Safety Manager, the decision may be appealed to the Director of ITD. The appeal must be made in writing within 30 days of the OHS HSM decision and served by certified mail.
- m. Agreement including attachment – constitutes the entire agreement between the parties on the subject matter hereof. There are no understanding, agreements, or representations (oral or written), not specified herein regarding this agreement, shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained.
- n. Nothing in this agreement – shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved agency or individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each provision to this agreement is subject to the laws and regulations of the State of Idaho and the United States.
- o. Either party may terminate – this agreement upon 30 days written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.
- p. The parent entity for this contractor – certifies that it conducts an annual audit in accordance to, 2CFR part 200 Subpart F, which is available for review upon request. In addition, this contractor has no financial or compliance issues.

Agency Primary Contact (Required) *(Individual with signing authority for the Contractor)*

Name	Robert Giles
Title	Mayor
WebCar Account: Yes/No	No
Phone	208-634-7144
Email Address	bgiles@mccall.id.us
Contractor Physical Address	550 E Deinhard Ln, STE B, McCall, ID, 83638
Warrant Mailing Address	216 E Park St. McCall, ID, 83638
UEI <i>(Unique Entity Identifier)</i>	003861338
*Benefit Percentage Rate for Overtime	25.4%
Parent Entity Name <i>(if applicable)</i>	City of McCall

**Benefit includes FICA/Medicare, unemployment, worker’s compensation, and PERSI – is usually not more than 24%*

Contractor Grant Manager Contact (Required) *(Individual who manages day-to-day grant activities)*

Name	Jerry Tatum
Title	Detective
WebCar Account: Yes/No	Yes
Phone	208-634-7144
Email Address	tatumj@mccall.id.us

Additional Agency Contact (Optional) *(Individual who will act as a backup for day-to-day grant activities.)*

Name	Sandy Ryska
Title	Support Services Supervisor
WebCar Account: Yes/No	Yes
Phone	208-634-7144
Email Address	ryskas@mccall.id.us

Financial Contact (Required) *(individual who is the financial is responsible for claims and finances.)*

Name	Linda Stokes
Title	Treasurer
WebCar Account: Yes/No	Yes
Organization	City of McCall
Phone	208-634-2103
Email Address	lstokes@mccall.i.us

Contractor's Agent

Contractor Authorizing Signature: *(Individual with legal authorization to enter into agreement with the ITD on behalf of the contractor.)*

Print Name:

Title:

Date:

State's Agent, OHS

Josephine Middleton, Highway Safety Manager

Date:

APPENDIX A TO PART 1300 CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS

GENERAL REQUIREMENTS

The Grantee will comply with applicable statutes and regulations, including but not limited to: 23 U.S.C. Chapter 4-Highway Safety Act of 1966, as amended. Sec. 1906, Public law 109-59, as amended by Sec. 25024, Public Law 117-58. 23 CFR Part 1300-Uniform Procedures for State Highway Safety Grant Programs. 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. 2 CFR Part 1201-Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Sub-grantee will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

Name of the entity receiving the award.

- Amount of the award.
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source.
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action.
 - o Unique entity identifier (generated by **SAM.gov**).
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received-
 - (I) 80 percent or more of its annual gross revenues in Federal awards.
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits ++discrimination on the basis of race, color, national origin).
- [49 CFR part 21](#) (entitled Non-discrimination in Federally-Assisted Programs of the

- Department of Transportation Education of Title VI of the Civil Rights Act of 1964);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 USC 324 et seq.). and Title IX of the Education Amendments of 1972, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex).
- Section 504 of the Rehabilitation Act of 1973. ([29 U.S.C. 794](#) et seq.), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#).
- The Age Discrimination Act of 1975. as amended, ([42 U.S.C. 6101](#) et seq.), (prohibits discrimination on the basis of age).
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III c (the Americans with Disabilities Act ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#).
- [Executive Order 12898](#), Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations).
- [Executive Order 13166](#), Improving Access to services for Persons with Limited English Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP)).
- [Executive Order 13985](#), Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal Government); and
- [Executive Order J3988](#), Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any

measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded, from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance, from DOT including NHISA"

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of [49 CFR part 21](#) will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient, in accordance with the provisions of Title V 1 of the Civil Rights Act 1964 (78 Stat. 252. 42 USC 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantage business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) Win every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Sub-grantee also agrees to comply with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The sub-grantee gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Sub-grantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such

prohibition.

- b. Establishing a drug-free awareness program to inform employees about:
 - I. The dangers of drug abuse in the workplace.
 2. The grantee's policy of maintaining a drug-free workplace; Any available drug counseling, rehabilitation, and employee assistance programs.
 3. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 4. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 1. Abide by the terms of the statement.
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted-
 1. Taking appropriate personnel action against such an employee, up to and including termination.
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The Sub-grantee will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any

- Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.*, "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of / [CFR parts 180 and 1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later

determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9. subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9. subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9. subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 [CFR parts 180 and 1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, **in** addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary

actions to be applied for violations of such standards by officers, employees, or agents.

- a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub awardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by **NHTSA** or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Sub-grantees are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. Sub-grantees are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

I understand that my statements in support of the State’s application for Federal grant funds. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Signature, Contractor Representative _____ **Date:** _____

Printed name of Contractor Representative: _____

Subrecipient Financial Risk Assessment FY25

Instructions: Subrecipient must provide information for areas in blue only.

Subrecipient Name:	Project:
	Award Period:

	Topic	Yes	No	NA	Comments
A.	Financial Information <small>(Information under Section A must be provided by the Financial Contact for the Subrecipient)</small>				
1	Did the Subrecipient's Parent Entity (City or County) expend more than \$750,000 in federal funding during the previous fiscal year ? If yes , please complete Comments section to indicate whether a single audit through the Federal Audit Clearinghouse (FAC) was conducted in accordance with 2 CFR 200.514. <i>Attach audit summary pages (if applicable).</i>				Amount of Federal Funding Expended \$ _____ Year 20 _____ Audit submitted to FAC? Yes / No Year Audit Completed : _____
2	If the Subrecipient's prior year financial audit did not have any material finding(s) that will affect ITD, check Yes. (If the answer is No, the subrecipient must indicate if/when they were resolved.) <i>Attach a copy of pages showing results and correction plan (if applicable).</i>				Findings: Yes / No Page# _____ Summary pages attached: _____ Findings Resolved: Yes/ No Date: _____
3	Subrecipient shall provide an active Unique Entity Identifier* (UEI) .				UEI # _____ Expiration Date _____
4	Subrecipient agrees to provide timesheets and payroll verification showing overtime was paid on grant-funded activity upon request by OHS.				
5	The Subrecipient agrees to retain documentation records for grant funded activities for up to three years for monitoring by OHS.				

	Topic	Yes	No	NA	Comments
B.	Organization & Grant Management				
1	Has the subrecipient's organization remained unchanged during the previous year ? (i.e. Chief, Sheriff, management staff)				
2	Is the subrecipient's grant management and accounting system the same as the previous year? If not, please explain.				
3	Subrecipient agrees to provide contact/citation activity and mileage logs upon request by OHS.				
4	Subrecipient is aware that equipment purchased through OHS grant funds must be made available for up to three years for inspection.				

Signature on original required by the Parent Entity Financial Contact

<i>The information above is accurate to the best of my knowledge.</i>	<small>*Unique Entity Identifier (UEI) is now required instead of the DUNS or CAGE numbers, the UEI is available from www.SAM.gov</small>
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Signature:	Date:	Print Name:
To be completed by The Office of Highway Safety		
	Yes	No

	Experience	Yes	No	NA	Comments
1	Does the recipient have experience with the same or similar grants?				
2	Has the subrecipient had at least three years of experience with federal grants?				
3	Did the subrecipient consistently and accurately submit their claims and reports on time?				
4	Was payroll and timesheet documentation provided upon request the previous FY? Were there any issues identified?				
TOTALS					
Risk Score:					

	Rating Scale (Based on the number of No's)	Risk Level	Monitoring/Action
0 - 2	Subrecipient is considered low risk.	Low Risk	Provide standard monitoring
3 - 6	Subrecipient is considered medium risk.	Medium Risk	Provide additional monitoring including training is warranted.
7 - 10	Subrecipient is considered high risk.	High Risk	Provide close monitoring, training and action if required.

General overview of Subrecipient performance:

Commendations, problems or concerns:



Corrective action necessary:

OHS Reviewer:	Date:
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**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 24-215
Meeting Date October 24, 2024

AGENDA ITEM INFORMATION			
SUBJECT: <i>Request Approval of Resolution 24-23 Adopting the City's Comprehensive Fee Schedule reflecting updated fees for Public Works</i>	<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
	Mayor / Council		
	City Manager		
	Clerk		Originator
	Treasurer		
	Community Development		
	Police Department		
	Public Works		
	Golf Course		
COST IMPACT:			
FUNDING SOURCE:	Fees		
TIMELINE:	October 24, 2024		
	Parks and Recreation		
	Airport		
	Library		
	Information Systems		
	Grant Coordinator		
SUMMARY STATEMENT:			
<p>On July 25, 2024 a public hearing was held, and Resolution 24-11 was approved adopting the 2025 Comprehensive Fee Schedule. After the fees were adopted, staff has worked on updating all City Software to reflect the new fees. In the process it was noted that there were some duplicate fees reflected in the Public Works fee schedule. A demolition permit fee and a fence permit fee were discovered to be reflected both in the Building permit fee section and in the Public Works fee section. Staff has determined that it is not necessary to reflect these fees in both areas of the fee schedule.</p> <p>The attached Resolution 24-23 reflects removing the fees for demolition or fence permit fees under Section 8: Public Works.</p>			
RECOMMENDED ACTION:			
<p>Approve Resolution 24-23 Adopting the City's Comprehensive Fee Schedule reflecting updated fees for Public Works and authorize the Mayor to sign all necessary documents.</p>			
RECORD OF COUNCIL ACTION			
MEETING DATE	ACTION		



City of McCall

RESOLUTION NO. 24-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCALL, IDAHO, ADOPTING FEES TO BE CHARGED FOR AIRPORT, CITY CLERK, COMMUNITY AND ECONOMIC DEVELOPMENT, LIBRARY, PARKS, RECREATION, POLICE DEPARTMENT, PUBLIC WORKS, CONVENIENCE, AND RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Resolution 24-23 combines all previous fee schedules for Airport, Community and Economic Development, City Clerk, Convenience, Library, Parks, Recreation, Police Department, and Public Works into one City of McCall Comprehensive Fee Schedule Resolution with all departments' fees; and

WHEREAS, excluded from this resolution are the City Water Rates and Golf Rates, both of which will be adopted by separate resolutions; and

WHEREAS, McCall City Code provides that a fee schedule for various City services be established periodically by City Council; and

WHEREAS, Idaho Code 63-1311 allows cities to impose fees for services provided, fees must be reasonably related to the actual cost of the services; and

WHEREAS, the City of McCall has reviewed its procedures and has quantified the costs of processing and administering each application specific to that department; and

WHEREAS, the City Council is of the opinion that it is in the best interest of the owners of property and of the inhabitants within the City to modify and create new fees as set forth below.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of McCall, Idaho that the City Council hereby rescinds all existing fee schedules established and adopted prior to the date of this resolution, except for the Water Rates and Golf Rates, in their entirety and establishes a comprehensive fee schedule for all city fees in the sections provided below in this resolution.

Section 1:	
Airport	
Fee Type	Fee Amount
Fuel Flowage Fees (per gallon)	0.08 AvGas/.08 Jet
Seasonal Tie-Down Rates/per month (25% discount for paying six months in advance)	
Single Row, T-tie down areas	\$50.00
Single Engine & Small Twin long-term w/car parking, Future East Side	\$75.00
Twin Row, T-tie-down areas	\$77.25
Jet Row	\$945 - \$1035/month
Aircraft Parking - Fixed Wing - after four hours, flat rate charged per calendar day and each consecutive day until departure	
Single Row - zero to 6,000 pounds, piston/turbine (per night)	\$5.00
Twin Row - 6,001 to 12,500 pounds, piston/turbine (per night)	\$7.50
Jet less than 12,500 pounds (per night)	\$42.00
Jet 12,500 and greater (per night)	\$46.00
All air ambulance and all <i>On-Contract</i> firefighting aircraft	no charge
Aircraft Parking - Helicopter - after four hours, flat rate charged per calendar day and each consecutive day until departure	
Helicopter - zero to 6,000 pounds (per night)	\$5.00
Helicopter 6,001 - 12,500 pounds (per night)	\$7.50
Helicopter 12,500 - 20,000 pounds (per night)	\$42.00
Helicopter 20,000 pounds and over(per night)	\$46.00
All air ambulance and all <i>On-Contract</i> firefighting aircraft	no charge
APU Usage, over 30 minutes	
	\$100 per 10 minutes
New Land Leases (annually, per sq. ft. base year FY25 adjusts annually effective October 1 according to the percentage increase of the West Urban Consumer Price Index for the twelve calendar months prior and including the most recent month for which such an index is available.	
Covered and Bare	0.322081 (adjusts annually based on CPI)
New Lease Prep Fee	\$300.00
Lease Assignment Fee	Not to exceed \$1000 and not to exceed actual costs to personnel and expenses
Lease Termination Fee	\$50.00

Hangar Waiting List (\$100 non-refundable. \$400 will be transferred to first year annual lease, or refunded upon removal from list)	\$500.00
Landing Fees - Fixed Wing (per thousand pounds max takeoff weight)	
Zero to 8,000 pounds	no charge
Between 8,001 to 39,999 pounds	\$1.25
Between 39,999 to 74,999 pounds	\$2.25
Greater than 75,000 pounds	\$3.25
Based Aircraft, any weight	no charge
All air ambulance and all <i>On-Contract</i> firefighting aircraft	no charge
Landing Fees - Helicopter (per thousand pounds max takeoff weight)	
Zero to 6,000 pounds	no charge
Between 6,001 to 20,000 pounds	\$1.25
Between 20,001 to 60,000 pounds	\$2.25
Greater than 60,001 pounds	\$3.25
Based Aircraft, any weight	no charge
All air ambulance and all <i>On-Contract</i> firefighting aircraft	no charge
Car Rental Fees (on airport and picking up and dropping off at airport)	10% of gross receipts
Itinerant Commercial Operators	\$500.00 per year, landing fee @ \$ for weight rate/1000# credited against first \$500.00
FAR Part 137 Ag Operators, except fire fighters	\$500.00 per year, landing fee @ \$ for weight rate/1000# credited against first \$500.00
Scheduled Part 135 <10 seats	\$1000.00 per year, landing fee @ \$ for weight rate/1000#
Vehicle (non-aircraft) Parking	
Daily Rate	\$6.00
Vehicle operator leasing from airport or sub-leasing or receiving services from airport tenant. Monthly rate paid in advance.	\$170.00
Vehicle operators neither leasing from airport nor receiving services from airport tenant. Monthly rate paid in advance	\$170.00

Construction Project Fees	
New Hangar Construction Staff Review	\$155.00
Projects for Tenants Through Airport Staff	Cost + Admin. Fee
Administration Fee	10%

Section 2:	
City Clerk	
Fee Type	Fee Amount
Business License Fees	
New Business License	\$140
Annual Renewal of a Business License	\$70
Failure to Renew a Business License by January 31st	\$140
Replacement of License	\$5
Permit Fees	
Vendor Permit (72 hour prior to vending)	\$50 Per Day <u>(non-event related)</u>
Per Event	\$50
for 3-12 consecutive months in one location (Long Term fee)	\$140
Per Day or Per Event added to Long Term fee when move locations for a day or an event	\$50
Animal Drawn Vehicle (72 hour prior to event)	\$25 Per Event
Farmers Market Permit (5 days prior to the first day of the Market)	\$60 Per Season
Craft Fairs and Bazaars Permit (72 hour prior to event)	\$60 Per Event
Public Event Permit (72 hour prior to event)	\$150 < 50 People
	\$350 >50 People
Firework Display (3 weeks prior to event)	\$50
Alcohol Beverage Catering Permit (72 hour prior to event)	\$20
Taxi Drivers Permit - Additionally Requires a Business License – Must have at least 30 days to process - in addition to background check & fingerprinting fees	\$165 per driver for a 5-year license
Pawnbroker Permit - Additionally Requires a Business License – Must have at least 30 days to process - in addition to background check & fingerprinting fees.	\$125 for a five-year license
Peddler Permit – Must have at least 30 days to process - in addition to background check & fingerprinting fees	\$125 quarterly per person for initial license and first day, then \$25.00 per day thereafter (Oct-Nov-Dec; Jan-Feb-Mar; Apr-May-Jun; Jul-Aug-Sep)
Alcohol License Fees	
Yearly Fees	
Retail Beer - on premises	\$200

Retail Beer - off premises	\$50
Retail Wine - on premises	\$200
Retail Wine - off premises	\$50
Liquor - on premises (includes retail wine)	\$562.50
Golf Course Liquor - on premises	\$150
Transfer of License Fees (33%)	
Retail Beer - on premises	\$66.50
Retail Beer - off premises	\$16.50
Retail Wine - on premises	\$66.50
Retail Wine - off premises	\$16.50
Liquor - on premises (includes retail wine)	185.63
Golf Course Liquor - on premises	\$49.50
Transfer of Location Fees (25%)	
Retail Beer - on premises	\$50
Retail Beer - off premises	\$12.50
Retail Wine - on premises	\$50
Retail Wine - off premises	\$12.50
Liquor - on premises (includes retail wine)	\$140.63
Golf Course Liquor - on premises	\$37.50
Public Record Request	
Copies	\$0.10 per page in excess of 100 pages
Staff Time (the rate is determined based on the lowest paid administrative staff qualified to complete the request and estimated cost is due prior to the request being completed)	no less than \$20 per hour if request exceeds 100 pages or 2 person hours
Attorney Hours - if redaction is required (estimated cost is due prior to the request being completed)	\$175 per hour
Fines and Associated Fees	
Operating without a permit for commercial snow removal - fine	\$150
Snow Storage Violation – right of way - fine	\$100
Parking Violation - fine	\$75
Administrative fee	\$25
Reconsideration fee	\$10
Administrative fee for unpaid/delinquent violations	\$100

Section 3:	
Community and Economic Development	
Fee Type	Fee Amount
Planning & Zoning Fees	
Administrative Approval (AA)	\$200
Annexation (A)	\$2,200
Appeal	\$500
Area of Critical Concern Environmental Review (AOCC)	\$1,000
Code Amendment (CA)	\$2,000
Conditional Use Permit (CUP)	\$3,500
Design Review (DR)	\$2,200
Development/Escrow Agreement	\$1,400
Final Planned Unit Development (FPUD)	\$1,300
Final Subdivision (FP)	\$1,300
Minor Plat Amendment	\$1,000
Preliminary Planned Unit Development (PUD)	\$3,400
Preliminary Subdivision (SUB)	\$2,200
Record of Survey (ROS)	\$1,150
Rezone (ZON)	\$1,800
Scenic Route (SR) - Only if non-concurrent with Design Review	\$1,700
Shoreline (SH) - Only if non-concurrent with Design Review	\$1,700
Sign (SG) Over 15 sf	\$150
Sign (SG) Under 15 sf	\$50
Vacation (VAC)	\$1,000
Variance (VAR)	\$2,000
City Initiated Applications	\$0
City Attorney Review	Actual Cost
Engineering Review - billed hourly	\$100
CBD Parking In Lieu Fee	\$10,000 Per Space Omitted
Building Fees	
Building Permit	Permit Fee + Plan Review Fee, Use 100% of the Valuation of the project to calculate the permit fee - See Table Below

Roof Permit	Permit Fee Use 50% of the valuation of the project to calculate the permit fee - See Table Below
Plan Review	65% of the calculated Building permit fee
TOTAL VALUATION	CALCULATED BLDG PERMIT FEE
\$1.00 to \$500	\$23.50
\$501 to \$2,000	\$23.50 for the first \$500 plus \$3.05 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$69.25 for the first \$2,000 plus \$14 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$391.75 for the first \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$643.75 for the first \$50,000 plus \$7 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.65 for each additional \$1,000, or fraction thereof
Re-inspection	\$85 per additional inspection
Engineering Review - billed hourly	\$100
City of McCall use of outside consultants for specialty engineering, inspections or both.	Actual costs + 10% or paid direct at actual cost by the owner/agent

Fence Permit - Combined CED & Public Works Fees	\$275
Demo Permit - Combined CED & Public Works Fees	\$200
Fireplace Permit (2 inspections)	\$130
GIS Fees - any labor beyond initial 2 hours, billed in 15-minute increments	
Cut-stock, paper map, 8.5"x11" or 11"x17"	\$5
Roll-stock, paper map, 12" through 35"	\$10
Roll-stock, paper map, 36" through 41"	\$15
Roll-stock, paper map, 42" through 47"	\$20
Roll-stock, paper map, 48" through 53"	\$25
Roll-stock, paper map, 54" through 60"	\$30
Custom Mapping, Map Books 8.5"X11"	\$55 Per Hour, \$0.25 Per Page, \$5 Minimum
Map Books, 11"X17"	\$0.30 per page, \$5 Minimum
Shipping & Handling (domestic only)	\$5
Aerial Photo, 24"X36" Print	\$30
Zoning Map	\$15
Street Map	\$15
McCall Outdoor Recreation Map	\$8 - Vendor, \$10 - Retail

Section 4:	
Library	
Fee Type	Fee Amount
Color Copy	\$0.50 per side
Color Print	\$0.50 per side
Black and White Copy	\$0.25 per side
Black and White Print	\$0.25 per side
3D Printer	\$1.00 per hour
One year non-resident membership	\$50
Two-year non-resident membership	\$100
Digital only non-resident membership	\$25
Three-month temp non-resident membership	\$14.02
Fines levied for items not returned by the specified due date.	\$0.00
Fee for the use of the library's computers - non library card holders	\$0.00
Reimbursement for items not returned in accordance with Idaho Code 33-2620	\$10
Calculation for Instruction Class Fees	
Cost of the Class is Calculated By: The Instructors Fees plus Supplies Cost plus Miscellaneous Cost = Subtotal plus 10% for Administrative Cost = Total Cost of the Program	
Example: Instructor Fees \$100 + Supplies \$100 + Misc. \$0 = \$200 + 10% (\$20) = \$220 Total Cost of the Class	
Fees Per Person is Calculated By: The Cost of the Class divided by the number of participants (number of participants to be determined by the Library Director) = Fee per participant	
Example: \$220 /10 people = \$22 per person for class or 20 people for \$11 per person	
Each class will have a minimum and a maximum number of participants to be determined by the Library Director. If the minimum is not reached, the class is cancelled.	
The initial cost of the class will be determined by the minimum number of participants and then, if necessary, adjusted accordingly.	
Fees for participants enrolling after the start of the class will be pro-rated based upon the number of weeks left for that class.	
Refunds for Instructional Classes	
A total refund in the form of a check will be issued, at the request of the participant, if the class the participant has registered for is cancelled.	
Prorated refund credit vouchers will be issued if: The participant is physically unable to participate and has a letter from a physician stating such or The participant is moving out of the area.	

A refund credit, minus a \$4 processing charge, will be issued when the participant cancels 7 days before the starting date of the activity. Refund credits will be good for any Library activity for 1 year from the date of issue.
Applications for refunds must be submitted to the Finance Director at City Hall.
Scholarships and Discounts for Instructional Classes
Direct Cost recovery for programs for youth, seniors, and individuals with disabilities shall be relatively low based on the formula for determining fees and charges, and adjusted by scholarship, discount, based on need.
Scholarships are available for participants to help offset the cost of the classes. Eligible recipients may receive up to a 100% scholarship based on the following established guidelines: Participants in one of the following: WICAP/Head start, National School Lunch Program, Medicaid
Scholarship forms may be obtained at the Library or City Hall. All forms must be submitted to the Library Director for review and then to the City Manager for approval.

Section 5:	
Parks	
Fee Type	Fee Amount
Public Tree Removal Permit	\$25
Overnight Parking Fee - Mill Road	\$15 Per Night
Centennial Bricks	
4X8 up to 3 lines of engraving	\$100
8X8 up to 3 lines of engraving	\$200
Special Symbols - Small	\$5 per symbol
Special Symbols - Large	\$10 per symbol
Gold Glove Concession Stand (Vendor Fees not included)	
One Day	\$100/day
Consecutive Days	\$75/day
Youth Programs	\$50/day
Application Fee	\$10
Security and Damage Deposit	50% of rental fee
Park Reservation	
Small Event - less than 50 people	\$150
Large Event - more than 50 people	\$350
Brown Park Additional Fee regardless of scale	\$100
Park Reservation Deposit	\$150
Snow Removal - Sidewalk - fees charged in minimum of thirty-minute increments	
0 to 30 minutes	\$67
30 to 60 Minutes	\$100/ hour
60 to 120 Minutes	\$200/ hour
Arborist Services	
City Arborist Review	\$50
City Arborist Site Visit	\$50
City Arborist Extraordinary Review - billed hourly	\$60

Section 6:
Recreation
Definitions
Resident is a person or family who lives inside the city limits
Non- Resident is a person or family who lives outside the City limits
Household is those persons living together in the same dwelling unit.
Recreation cards entitle non- residents to pay resident fees for all programs for the year. It is valid for one- year from the date of purchase.
Calculation for Fees
Cost of the program: The Instructors Fees plus Supply Cost plus Rental Cost-plus Miscellaneous Cost = Subtotal plus 10% for Administrative Cost= Total Cost of the Program Example: Instructor Fees \$100 + Supplies \$100+ Rental Cost \$50 + Misc. \$0 = \$250 10% (\$25) = \$275 Total Cost of the Program
Fees per Person is calculated by: The Cost of the Program divided by the number of participants (number of participants to be determined by the Recreation Supervisor) = Fee per participant Example: \$275/10 people = \$27.50 per person for class \$275/ 20 people= \$13.75 per person
Each class will have a minimum and a maximum number of participants to be determined by the Recreation Supervisor. If the minimum is not reached, the class is cancelled.
Non- Resident Fee is 50% more than Resident Fees based on the calculation above
Recreation Cards are \$40 per household and will entitle the owner of the card to pay resident fees for all programs.
Participants enrolling after the start of the program will be pro- rated based upon the number of weeks left for that program.
Refunds
If the class the participant has registered for is cancelled, total refund will be issued.
If a registered participant decided not to attend a program, the participant may request a refund prior to the program beginning, a total refund, less a \$4 processing fee will be issued.
Refunds will not be given for partial participation in a program.
Refund credit vouchers will be good for 1- year from the date of issue and may be used for any Recreation Department activity.
If a participant is physically unable to participate and has a letter from a physician stating such, a pro-rated refund credit voucher will be issued. The vouchers will be prorated based upon the number of sessions left for that program.
Refunds will not be granted for McCall Recreation Cards.
Applications for refunds must be submitted to the Parks and Recreation Department.

Scholarships and Discounts
Direct Cost recovery for programs for youth, seniors and individuals with disabilities shall be relatively low based on the formula for determining fees and charges, and adjusted by scholarship, discount.
Scholarships are available for participants to help offset the cost of the programs. Eligible recipients may receive up to a 100% fee scholarship if they meet the guidelines established.
Scholarship forms may be obtained at the Parks and Recreation Department, online, or City Hall. All forms must be submitted to the Recreation Supervisor for review and then to the Parks and Recreation Director for approval.
Volunteers who are head coaches or instructors of classes, who have a child participating in the program they are instructing or volunteering for, will receive a program scholarship to cover 100% of the program fee for one child

Section 7:	
Police Department	
Fee Type	Fee Amount
Animal License	
One Year License (Unaltered)	\$25
One Year License (Altered)	\$10
Two Year License (Unaltered)	\$50
Two Year License (Altered)	\$20
Three Year License (Unaltered)	\$75
Three Year License (Altered)	\$30
Kennel License	\$25
Fingerprinting	\$25

Section 8:	
Public Works	
Fee Type	Fee Amount
Public Works Permit - New Construction, Driveways, Paving, Excavation, etc. within a City ROW	\$620
Public Works Permit - New Construction, and Work Associated with City Water Infrastructure, Private ROW	\$335
Demolition Permit	\$135
Fence Permit	\$300
Banner Permit	\$880
Road Closure Permit	\$275
Engineering Review - billed hourly	\$100

Section 9:	
Convenience	
Fee Type	Fee Amount
Online Electronic Utility Payment	\$2.95
Non-Utility Payment - online and Point of Sales	3.25% of the total purchase or charge plus \$1 per transaction service fee
Non-Utility Payment - eCheck	\$0.50 per check
Recreation Transactions	4.00% of the transaction amount, or the percentage of the transaction amount charged by the City's debit/credit card processing vendor, whichever is less.

Section 10. This Resolution shall take effect and be in force upon approval.

PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL THIS 24 DAY OF OCTOBER 2024.

By _____
Robert S. Giles, Mayor

ATTEST:

BessieJo Wagner, City Clerk

City Council Upcoming Meetings Schedule

****** DUE TO THE HOLIDAYS, THE REGULAR COUNCIL MEETING DATES HAVE BEEN MOVED TO THE FIRST AND THIRD THURSDAYS IN NOVEMBER AND DECEMBER**

November 4, 2024 starting at 8:30 with content at 9:00 am – 5:00 pm Economic Summit at Tamarack

November 7, 2024, - 5:30 pm, TEAMS Virtual and Legion Hall – Regular Meeting
Closed to new Business only add Consent Items 3hrs 35 min

1. *Clerk License Report - Consent*
2. *Chamber Report 5min*
3. *Council Report 5min*
4. *County Commissioner's Report 5min*
5. *Monthly Department Reports 5min*
6. *Committee Minutes - Consent*
7. *Golf Equipment Lease (Eric) Consent*
8. *PUD-23-04 – Woodmoor Crest Subdivision (Meredith) – 2hrs – PUBLIC HEARING*
9. *Streets LOT Check in (Erin, Nathan, BessieJo) 15min*
10. *SUB-24-03 Commerce Street Condominiums Final Plat Subdivision (Meredith) 10 min*
11. *CDBG for water system improvements (Delta) – PUBLIC HEARING 15 min*
12. *Resolution Adopting the 2025 Council Meeting Schedule (BessieJo) 5min*
13. *Guidance regarding outside requests for funding (BessieJo) 30 min*

November 13 Potluck ~5:30 pm at North Fork Lodge – Opportunity to welcome Forest to the City – Sign up to bring a dish (employee plus one)

November 21, 2024 - 5:30 pm, TEAMS Virtual and The Evergreen Hotel – Regular Meeting

Closed to new Business only add Consent Item 3hrs

1. *Clerk License Report - Consent*
2. *Treasurer's Monthly Report (Linda) – Consent*
3. *Historic Preservation Commission Annual Report (Delta)*
4. *Boat Ramp Fees Discussion (Kurt) 30min*
5. *Request to submit Local Rural Highway Improvement grant application (Delta) 10 min*
6. *Contract award FY25 Chip Seal Contract (Nathan) consent*
7. *Local Housing Deed Restriction Evaluation and Recommendations (Michelle) 1 hr*
8. *Sewer District Master Plan Presentation 1hr*
9. *Impact Fee Study Contract (Michelle) 10 min*
10. *Executive Session 10 min*

November 22, 2024 – 9:00 a.m. – 11:00 a.m. TEAMS Virtual and Legion Hall – Special Work Session

1. *ICRMP Presentation to Council (BessieJo) 1hr*
2. *TVT Discussion regarding Service*
3. *Chamber of Commerce Discussion regarding Service*

December 5, 2024, - 5:30 pm, TEAMS Virtual and Legion Hall – Regular Meeting

1. *Clerk License Report - Consent*
2. *Chamber Report 5min*
3. *Council Report 5min*
4. *County Commissioner’s Report 5min*
5. *Monthly Department Reports 5min*
6. *Committee Minutes - Consent*
7. *Small hangar complex change of scope (Emily) 15 min*
8. *Davis Street Reconstruction, PH-2 Contract award (Nathan)*
9. *Mission Street CRABS 2025 (Nathan)*
10. *Litoral rights (Kurt)*

December there will be a holiday catered luncheon awards ceremony – Also at North Fork Lodge (employees only)

December 19, 2024 - 5:30 pm, TEAMS Virtual and **The Community Room?? – Regular Meeting**

1. *Clerk License Report - Consent*
2. *Treasurer’s Monthly Report (Linda) – Consent*
3. *Parks & Recreation Advisory Committee Annual Report (Kurt)*
4. *Resolution Adopting the updated Records Retention Schedule (BessieJo)*
5. *Annual Street and Road Report (Linda)*
6. *Request to submit Federal Aid: Rural grant application (Delta) 10 min*
7. *Request to submit Local Highway Safety Improvement grant application (Delta) 10 min*

December 20, 2024 – 9:00 a.m. – 11:00 a.m. TEAMS Virtual and **The Community Room?? – **Special Work Session****

1. *Streets LOT*

*****UNTIL THE COUNCIL’S 2025 MEETING CALENDAR HAS BEEN OFFICIALLY ADOPTED, THE FOLLOWING DATES ARE TENTATIVE**

January 2, 2025 - 5:30 pm, TEAMS Virtual and The Community Room – Special Meeting **Tentative**

January 9, 2025 - 5:30 pm, TEAMS Virtual and The Community Room – Regular Meeting

1. *Clerk License Report - Consent*
2. *Chamber Report 5min*
3. *Council Report 5min*
4. *County Commissioner’s Report 5min*
5. *Monthly Department Reports 5min*
6. *Committee Minutes - Consent*

January 23, 2025 - 5:30 pm, TEAMS Virtual and The Community Room – Regular Meeting

1. *Clerk License Report - Consent*
2. *Treasurer’s Monthly Report (Linda) – Consent*

3. *Airport Advisory Committee (Kurt)*
- 4.

January 24 – 9:00 a.m. – 11:00 a.m. TEAMS Virtual and The Community Room – Special Work Session

1. *Streets LOT?*

To be Scheduled:

1. *MCC Title 6 Re-write (Nathan Stewart)*
2. *ADA Citizen Committee Organization (BessieJo)*
3. *Code Amendment Traffic Impact Study LOS thresholds (Meredith, Morgan)*
4. *Various Land Use Code Amendments Standards work session (Meredith, Michelle)*
5. *Purchasing Policy update (Linda) **10min***
6. *Lead and Copper Inventory (work session) (Morgan/Nathan/Sabrina)*
7. *Neighborhood Works presentation?*
8. *Falvey's Earthworks Small Hangar Complex Development Lease*
9. *LOT Ordinance Adoption – March 2025*
10. *Joint Meeting with LOT Commissioners – after Council Retreat 2025*
11. *Council Retreat – January 2025*
12. *Hangar Project Lease and associated documents*
13. *Review White Peterson Contract as part of Budget (June 2025)*
14. *Hangars 560, 562, and 607 Lease Terminations and Lease Assumptions – (Emily)*
***Consent** (closing date Hangars 560 and 607 is Jan. 10, 2025)*
15. *Impact Area Follow-up*
16. *Solid Waste Contract (Michelle) **10 min***

