

AGENDA
Regular Meeting
September 27, 2018 at 5:30 PM
Legion Hall - McCall City Hall
(Lower Level)

216 East Park Street

**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. Council Regular Meeting Minutes July 12, 2018 (ACTION ITEM)
- 2. Council Regular Meeting Minutes July 26, 2018 (ACTION ITEM)
- 3. Payroll Report for period ending August 10, 2018 (ACTION ITEM)
- 4. Clerk Report (ACTION ITEM)
- 5. Warrant Register GL (ACTION ITEM)
- 6. Warrant Register Vendor (ACTION ITEM)
- 7. AB 18-229 Treasurer's Monthly Report (ACTION ITEM)
- 8. AB 18-230 Request to Approve the Consent to Assignment of Lease for Hangar 608 (ACTION ITEM)
- 9. AB 18-236 Request to Approve the Service Agreement Revision with Alsco to add Rug Cleaning Services for City Hall, Annex, and the Library. (ACTION ITEM)
- 10. AB 18-224 Request to Approve the Funding Extension of Local Option Tax application 18-21 City Parks & Recreation Community Summer Movies Program to close on September 30, 2019 (ACTION ITEM)
- 11. AB 18-231 Request to Approve the Contingent Revenue and Contingent Expense Transfers (ACTION ITEM)
- 12. AB 18-234 Request to Approve the City of McCall and Maverick Towers LLC Road Maintenance Agreement (ACTION ITEM)
- 13. AB 18-244 Request for Approval of the Additional Module of Caselle Online/Electronic Payments Software Contract (ACTION ITEM)

# **PRESENTATION**

AB 18-232 Presentation of Certificate of Appreciation to David Simmonds for 18 years of service Recognition (ACTION ITEM)

### WORK SESSION

AB 18-233 Local Housing in McCall: Generating Ideas and Solutions (ACTION ITEM)

#### PUBLIC COMMENT

At this time, the Mayor will call for any comments from the public on any subject whether or not it is on the agenda for any item(s) the public may wish to bring forward and discuss. **Please limit comments to three (3) minutes. The City Council does not take any action or make any decisions during public comment**. To request Council action during the Business portion of a Council meeting, contact the City Manager at least one week in advance of a meeting.

### **BUSINESS AGENDA**

- AB 18-243 Request to Approve the Appointment of Two New Commissioners to the McCall Area Planning and Zoning Commission (ACTION ITEM)
- AB 18-235 McCall Redevelopment Agency Financial Feasibility Analysis Report
- AB 18-226 Tree Committee Annual Accomplishment Report for FY18
- AB 18-227 Parks and Rec. Advisory Committee Annual Accomplishment Report
- AB 18-240 Request to Approve the Purchase of Right-of-Way Permit Module with Novotx ELEMENTS Asset & Work Management Software (ACTION ITEM)
- AB 18-241 Request to Approve PCM-G Statement of Work Office 365 Implementation Change Order removing Skype for Business and PSTN Services (ACTION ITEM)
- AB 18-245 Request to Approve the Changer Order to the Contract with Falvey's LLC for the Legacy Park Promenade Repair Project (ACTION ITEM)
- AB 18-237 Request to Approve the Assumption of Hangar 102 Lease by Teton Leasing, LLC, and Terminate Aviation Properties, LLC's interest in the lease at Time of Closing (ACTION ITEM)
- AB 18-238 Request to Approve the Assumption of Hangar 103 Lease by Teton Leasing, LLC, and Terminate Aviation Properties, LLC's interest in the lease at Time of Closing (ACTION ITEM)
- AB 18-228 Request to Adopt Resolution 18-19 for Governmental Equipment Lease-Purchase Agreement and a Non-Appropriation Addendum for FY2019-2023 for a loader with Western States (ACTION ITEM)
- AB 18-239 Request to Approve Resolution 18-20 Water Treatment Chlorine Generation System: Sole Source Certification ClorTec® (ACTION ITEM)

- AB 18-246 Request to Approve Letter to Governor Otter requesting Idaho Department of Lands reconsideration of Lick Creek Road Cell Tower Site Location (ACTION ITEM)
- AB 18-242 Request to Approve the Purchase and Sale Agreement for real property known as Assessor's parcel RPM00000177975 (ACTION ITEM)

Review the Upcoming Meetings Schedule (ACTION ITEM)

### **EXECUTIVE SESSION**

- Land acquisition Pursuant to Idaho Code §74-206 (1)(c): to acquire an interest in real property which is not owned by a public agency;
- Litigation Pursuant to Idaho Code §74-206 (1)(f): To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement;

### **ADJOURNMENT**

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.

# **MINUTES**

McCall City Council Regular Meeting McCall City Hall -- Legion Hall July 12, 2018

Call to Order and Roll Call Pledge of Allegiance Approve the Agenda Consent Agenda Department Reports Committee Minutes Public Comment Business Agenda Adjournment

### CALL TO ORDER AND ROLL CALL

Mayor Aymon called the regular meeting of the McCall City Council to order at 5:30 p.m. Mayor Aymon, Council Member Giles, Council Member Holmes, Council Member Nielsen, and Council Member Sowers all answered roll call.

City staff members present were Anette Spickard, City Manager; Bill Nichols, City Attorney; Shay Tyler, Deputy Clerk; Linda Stokes, City Treasurer; Michelle Groenevelt, Community Development Director; Delta James, Economic Development Planner; Kurt Wolf, Parks and Recreation Director; Jay Scherer, Airport Manager; Eric McCormick, Golf Course Superintendent; Meg Lojek, Library Director; David Simmonds, Information Systems Manager; Nathan Stewart, Public Works Director; Dallas Palmer, Police Lieutenant; Seth Arramith, Police Sergeant; Chris Curtain, Network Administrator; Delta James, Economic Development Planner

Also in attendance: Robert Peterson of EntryPoint; Tammy McCloud and Jill Morris Chapman of McCall Area Chamber of Commerce;

Mayor Aymon led the audience in the Pledge of Allegiance.

### APPROVE THE AGENDA

Council Member Holmes moved to approve the agenda as submitted. Council Member Giles seconded the motion. In a voice vote all members voted aye and the motion carried.

### **CONSENT AGENDA**

Staff recommended approval of the following ACTION ITEMS. 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 were enacted with one motion.

- 1. Payroll Report for period ending June 29, 2018
- 2. Clerk Report
- 3. Warrant Register GL
- 4. Warrant Register Vendor
- 5. AB 18-179 Request to Proclaim July 14, 2018 as Gene Nora Jessen Day in McCall
- 6. AB 18-176 Request for Approval of final cost documents and closeout report for the FAA AIP Grant for Land Acquisition

Council Member Nielsen moved to approve the Consent Agenda as submitted. Council Member Holmes seconded the motion. In a roll call vote Council Member Nielsen, Council Member Holmes, Mayor Aymon, Council Member Giles, and Council Member Sowers all voted are and the motion carried.

### REPORTS

### Chamber of Commerce

Tammy McCloud of the McCall Area Chamber reported on the new chamber members, shared they are working with Andrew to visit all the Chamber members, finalizing the budget, revamping the website with tourist & business parts, and the winter magazine will be going to print soon. The Chamber shared the different events that have transpired and are now forming committees for the Festival of Trees and Winter Carnival. The strategic team is collaborating with other entities for the Housing Summit at August 13<sup>th</sup> from 1p.m.-5p.m. at Idaho First Bank, and is helping get the word out about the Recreation District ballot measure. Business After Hours is sponsored by the McCall Lake Cruises.

### City Manager

City Manager Anette Spickard reported on the Association of Idaho Cities conference and the information she received about housing and wages in Idaho. She stated the new website is now live and that Communication Manager Erin Greaves has been asked to be a speaker at the State level. The Council asked questions regarding the housing report, specifically the wages.

### Airport

Airport Manager Jay Scherer reported the open house is Saturday July 14<sup>th</sup> from 9am-2pm, and food and coffee will be available. Jenora Jessen, keynote speaker, is in the aviation hall of fame, and went through astronaut training on the Mercury 13 crew. Walt Sledzieski will be speaking on aviation history in the McCall area.

### **Community Development**

Economic Development Planner Delta James reported on the code update.

### Golf Course

Golf Superintendent Eric McCormick reported staffing is still short but has hired a couple of people. Golf rounds are up due to more people. Restaurant is doing well but is having staffing issues. A tent will be set up by the T-box for events.

### **Library**

Library Director Meg Lojek reported on her journey to libraries across the United States. She felt story time in McCall was far better than what NY City had, and the City of Valencia had a beautiful old building with people of different ethnics reading there.

### Parks & Recreation

Parks and Recreation Director Kurt Wolf answered questions regarding the noxious weed program event, reported the movie night was well received even though the temps were cooler with about 150 people, and planning another one for August.

#### Police

Police Lieutenant Dallas Palmer reported on the new facility. Demo is done, painting will be happening soon, electrical work done, IT needs completed. The enforcement position is being restructured.

### Public Works

Public Works Director Nathan Stewart reported on the water pipe break on Idaho Street. Idaho street should be paved before school starts but final completion will be a bit farther out.

### **COMMITTEE MINUTES**

The Council received the following Committee Minutes for review:

- 1. Airport Advisory Committee April 5, 2018
- 2. Airport Advisory Committee May 3, 2018
- 3. Airport Advisory Committee June 7, 201
- 4. Historic Preservation Commission May 7, 2018
- 5. Historic Preservation Commission June 4, 2018
- 6. McCall Improvement Committee April 12, 2018
- 7. McCall Improvement Committee May 10, 2018

### **PUBLIC COMMENT**

### Mayor Aymon called for public comment at 6:00 p.m.

Blake Hanks of 1801 Carico Road is concerned about speeding on Lick Creek Road. He called dispatch during the 4<sup>th</sup> of July and there was an increase of officers which it helped. But since then, it has gone up again. He feels there needs to be more officer presence, and spoke of the difference of the painted lines (solid lines vs passing lines). He is very concerned for the safety for children on bikes and pedestrians. He believes there needs to be increased signage along the road, a cross

walk at Carico Road and Pilgrims Cove Road, maybe a flashing sign like at Brundage Road, and markings along the road. He asked the Council and the City to please look at some solutions to the problem.

Mayor Aymon asked Police Chief Justin Williams and City Manager Anette Spickard to discuss some of the ideas Mr. Hanks mentioned.

Hearing no more comments, Mayor Aymon closed the comment period at 6:09 p.m.

### **BUSINESS AGENDA**

# AB 18-178 Request to Reject all Bids for Communications Conduit

Information Systems Manager Dave Simmonds presented the request to reject all bids for the Communication Conduit. A Request for Proposals for Communications Conduit was issued on June 1, 2018 in accordance with the City's Capital Improvement Plan and to help provide network and communications services to City facilities including the relocated Police Department, Airport office and Parks & Recreation offices. The RFP package was provided to at least six qualified contractors, with a stated submission deadline of June 15, 2018, and a completion deadline of October 15, 2018.

Budgetary estimates from a number of contractors and suppliers were used to design and budget for this project. Anticipated cost was well below the threshold for a formal bid process. A semi-formal RFP and bid process were therefore used in conformance with Idaho Code §67-2805(1) (a-e) procedures and requirements with respect to value, solicitation, notice, and approval.

The City received one proposal in response to the RFP and several communications from other potential bidders stating that they would be unable to bid. The proposal that was received stated a price which exceeded the available project funds by 60%, as well as the valuation limit for a semi-formal bid process under IC§67-2805. Therefore, Information Systems is recommending that the Council reject all bids. Instead, to provide better value, longer lead time and an economy of scale, we propose that funding for this FY18 communications conduit (fiber network) project be carried forward to FY19 and combine with a fiber network / conduit project linking the Public Works offices to the Water Treatment Plant so that both projects may be completed during the 2019 construction season, with a single contractor mobilization.

Staff would like to combine projects as it will increase the number of miles of conduit with the addition of next year's projects and will bring in better bids. This is believed to bring the bid numbers closer to the original budgetary expectation and plans on working more closely with the bidders on the details so there is less guesswork

Council Member Nielsen moved to reject all bids for the communications conduit proposal. Council Member Sowers seconded the motion. In a roll call vote Council Member Nielsen, Council Member Sowers, Mayor Aymon, Council Member Giles, and Council Member Holmes all voted aye, and the motion carried.

# AB 18-177 Request to Adopt Resolution 18-15 Recognizing Broadband as an Essential Service and A Presentation on Municipal Networks

Information Systems (IS) Manager Dave Simmonds presented Resolution 18-15 recognizing broadband as an essential service and gave a presentation on municipal networks. He provided background on broadband, universal service and the linkage between data and economic development. He discussed the short and long-term opportunities for constructing and leveraging municipal networks to benefit residents and economic development. The City has a series of CIP projects to address replacement of the conduit in different areas around the city. The current internet infrastructure in place is very inadequate. He talked about the bigger picture and the need to build infrastructure for the future, and how it will attract other industries. He asked the Council to establish broadband as an essential service, and explained the difficulty of asking the private sector to put in the infrastructure. He would like to see investment in a municipal fiber utility, and gave solutions of how to move forward.

Robert Peterson of EntryPoint Networks, a technology consultant for the City, gave a brief history of how the system got to where it is today. The telephone company cannot keep up with cable tv. There is a disruption happening in this industry. The replacement of fiber is extremely expensive for phone companies, and cell phone companies are jumping into the fray with data plans with a difficulty in being able to keep up with the speed increases. Basically, residential consumers are getting left out in the race. He went over solutions to bringing back the residential consumer to the top again with broadband. First step is establishing an ordinance that declares broadband infrastructure as critical. He shared a model that has three stake holders – property owner, City, and Internet Service Provider (ISP) and at no cost to the City. The property owner will opt into the Local Improvement District and pay a utility fee. The goal is to give the consumer more options. He used the City of Ammon as an example of the model, as they have done this. Mr. Peterson answered the Council's questions.

City Manager Anette Spickard explained this problem is one of the areas identified in the City's comprehensive plans. The goal with the resolution is to spur conversation to see if there is an interest outside of the City of McCall's needs, and to look at solutions to address the interest.

Gene Tyler of Donnelly was invited to speak. He shared he is on the Economic Development Council and gave a brief history of his experience in this industry. His suggestion is to plan ahead with better infrastructure and if done correctly, will only be pennies on the dollar to the consumer. He was excited to see this presentation and complimented the City for looking at this process.

IS Manager Simmonds stated that one strand of fiber of optic cable can transport a 100 ghz and not be hindered by distance or landscape obstacles. Council Member Nielsen asked about tapping into the large pipeline far away. IS Manager Simmonds had had the same concern but has since learned the infrastructure is already there, though small, is perfectly capable of supplying the needs.

Mr. Peterson addressed the cost concerns. Every community is different but for the City of Ammon, with the approximately 4500 addresses, the cost was \$16.50/mo. 100 meg. The money is already being spent by the consumer, this only redirects where they pay it, and with competition can bring the costs down.

This initiative supports implementation of the McCall Area Comprehensive Plan's Policy 2.5 "Improve broadband and fiber optic capacity within the city...." And Policy 5.2 "Explore ways of expanding high speed internet and fiber optic access to public buildings, businesses and residences...." Resolution 18-15, declaring broadband to be an essential service, has been reviewed by the City Attorney. City Attorney Bill Nichols explained the Resolution adoption allows staff to address issues, be able to revisit antiquated code and create standards within community development while leaving the decision-making in the Council's hands.

Council Member Giles moved to adopt Resolution 18-15 declaring broadband to be an essential service, providing an effective date; and authorize the Mayor to sign all necessary documents. Council Member Holmes seconded the motion. In a roll call vote Council Member Giles, Council Member Holmes, Mayor Aymon, and Council Member Nielsen all voted aye, and the motion carried. Council Member Sowers voted no.

# AB 18-175 Request for Approval of a Memorandum of Understanding with the McCall Youth Football Club and the City of McCall Parks & Recreation Department

Parks and Recreation Director Kurt Wolf presented the memorandum of understanding with the McCall Youth Football Club and the City of McCall Parks & Recreation Department. The McCall Youth Football Club (MYFC) is a new youth sports organization that will replace the former Optimist Football Program and will offer full-contact football coaching and games for local youth. The club has non-profit status and needs program registration assistance. The MYFC approached the City of McCall Parks and Recreation Department in winter 2018, about partnering with the club to help advertise, and to collect program registrations and monies.

The Parks and Recreation Department utilizes Team Sideline for their program registration, advertising, and participant database software. The MYFC has set the program registration fee and will be responsible for purchasing and maintaining safe equipment for the football program and provide their own liability insurance. The Parks and Recreation Department will advertise for the program, collect registration fees and disperse funds to the MYFC. The department is proposed to collect 10% of the total registration fees to cover our expenses. McCall Recreation Youth Scholarships will not be used for the football program. Those needing financial assistance for the program can contact the football club directly to request support.

The Memorandum of Understanding has been reviewed by the city attorney.

Council Member Holmes moved to approve the Memorandum of Understanding with the McCall Youth Football Club and authorize the Mayor to sign all necessary documentation. Council Member Sowers seconded the motion. In a roll call vote Council Member Holmes, Council Member Sowers, Mayor Aymon, Council Member Giles, and Council Member Nielsen all voted aye and the motion carried.

# AB 18-174 Request to Approve a 404 Joint Application for an Encroachment Permit (Permitting of dock system North of the Marina)

Parks and Recreation Director Kurt Wolf presented the 404 Joint Application for an Encroachment Permit. During the April 17 Council Work Session, the Parks Department presented concepts for lake front improvements North of Mile High Marina. The concepts presented during that work

session represent the dock systems the department would like to apply for encroachment permits with Idaho Department of Lands. This will allow the City to implement the project in phases and seek additional funding sources.

Over the past month, staff has been working with Shore Lodge to re-purpose a portion of the docks Shore Lodge recently replaced. These docks would allow the City to implement a portion of the concept immediately while staff seek and identify funding sources for the remainder of the project.

In order to install the repurposed docks and open them as a public amenity, the City is required to apply for the joint 404 permits with the U.S. Army Corps of Engineers, Idaho Department of Water Resources, and Idaho Department of Lands (IDL). Once the 404 permit is approved staff can apply for a lake encroachment permit with IDL for each dock system shown in the concept drawing.

Staff's goal is to get the dock systems outlined in the concept through the 404-application process so the encroachment permit process with IDL to install the re-purposed sections of dock from Shore Lodge can begin and to seek and secure additional funding to complete the remaining phases of the project.

Council Member Holmes moved to approve the Joint Application for a 404 Permit as it relates to the lake front improvement concept and authorize the Mayor to sign all necessary documents. Council Member Nielsen seconded the motion. In a roll call vote Council Member Holmes, Council Member Nielsen, Mayor Aymon, Council Member Giles, and Council Member Sowers all voted aye and the motion carried.

# AB 18-173 Request to Adopt Resolution 18-16 Declaration of Redevelopment Area for Idaho Community Development Block Grant Program

Economic Development Planner Delta James presented the Resolution 18-16 Declaration of Redevelopment Area for Idaho Community Development Block Grant Program. The City of McCall intends to apply for Community Development Block Grant (CDBG) funding through the Idaho Department of Commerce for improvements associated with the Downtown Core Reconstruction Project. A resolution defining the Redevelopment Area and the existing conditions of the public infrastructure and properties within the area is a required component of the CDBG application.

The proposed Redevelopment Area aligns with the upcoming downtown streets improvement project and includes the parcels on either side of the streets designated for reconstruction (41 parcels). These parcels and the existing public infrastructure were assessed by the City's engineering and building staff and determined to meet the baseline criteria for CDBG eligibility which is further explained in the CDBG Redevelopment Area Overview. The resolution has been reviewed and edited by the City Attorney.

She explained the criteria of the grant, and gave the definition of a blighted property. Staff did a walkthrough of the project area of deficient properties coming up with 41 parcels with 18 (or 43%) falling into the criteria of slum and blight which makes the project eligible for the grant funds. She went over what the deficiencies are such as street lighting, sidewalk curb and gutter, and water and fire suppression.

Council Member Giles moved to adopt Resolution 18-16 declaring an area for redevelopment and authorize the Mayor to sign all necessary documents. Council Member Holmes seconded the motion. In a roll call vote Council Member Giles, Council Member Holmes, Mayor Aymon, Council Member Nielsen, and Council Member Sowers all voted aye and the motion carried.

# **Upcoming Meetings Schedule Discussion**

Council discussed upcoming meetings.

ADJOURNMENT	
Without further business, Mayor Aymon	adjourned the meeting at 7:43 p.m.
ATTEST:	Jackie J. Aymon, Mayor
BessieJo Wagner, City Clerk	

# **MINUTES**

McCall City Council Regular Meeting McCall City Hall -- Legion Hall July 26, 2018

Call to Order and Roll Call
Pledge of Allegiance
Approve the Agenda
Consent Agenda
Work Session
Public Comment
Work Session Continued
Business Agenda
Executive Session
Return to Open Session
Adjournment

### CALL TO ORDER AND ROLL CALL

Mayor Aymon called the regular meeting of the McCall City Council to order at 5:32 p.m. Mayor Aymon, Council Member Giles, Council Member Holmes, Council Member Nielsen, and Council Member Sowers all answered roll call.

City staff members present were Anette Spickard, City Manager; Bill Nichols, City Attorney; Shay Tyler, Deputy Clerk; Linda Stokes, City Treasurer; Michelle Groenevelt, Community Development Director; Morgan Bessaw, City Planner; Jay Scherer, Airport Manager; Traci Malvich, Human Resources Manager; Justin Williams, Police Chief; Nathan Stewart, Public Works Director

Also in attendance were Anne LaBelle Counsel & Director, Midas Gold; Belinda Provancher, Community Relations, Midas Gold; Lyle Nelson, Chair, Western Central Mountains Community Partnership Committee;

Mayor Aymon led the audience in the Pledge of Allegiance.

### APPROVE THE AGENDA

Council Member Nielsen moved to approve the agenda as submitted. Council Member Holmes seconded the motion. In a voice vote all members voted aye and the motion carried.

### **CONSENT AGENDA**

Staff recommended approval of the following ACTION ITEMS. 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 were enacted with one motion.

- 1. Payroll Report for period ending July 13, 2018
- 2. Clerk Report
- 3. Warrant Register GL
- 4. Warrant Register Vendor
- 5. AB 18-181 Treasurer's Monthly Report
- 6. AB 18-183 Hangar Lease 211 Silicz
- 7. AB 18-187 Water Treatment Copier Maintenance Agreement
- 8. AB 18-190 Parks & Recreation Copier Maintenance Agreement

Council Member Holmes moved to approve the Consent Agenda as submitted. Council Member Giles seconded the motion. In a roll call vote Council Member Holmes, Council Member Giles, Mayor Aymon, Council Member Nielsen, and Council Member Sowers all voted aye and the motion carried.

### WORK SESSION

## AB 18-186 Midas Gold Community Benefit Agreement Proposal

Anne LaBelle, Counsel & Director of Midas Gold presented the Midas Gold Community Benefit Agreement proposal and gave a brief history of how the community partnership came about. She introduced Belinda Provancher, Community Relations Manager at Midas Gold Idaho and Lyle Nelson, Chair of Western Central Mountains Community Partnership Committee. She gave an update on the permit process for the Stibnite Gold Project and discussed their concept of a community benefit agreement between Midas Gold and the cities of McCall, Cascade, Council, Donnelly, New Meadows, Riggins and the Village of Yellow Pine, the Counties of Adams and Valley, and the West Central Mountains Community Partnership. Official documents for the Stibnite Gold project can be found at: http://midasgoldidaho.com/materials/#.

Mr. Nelson explained his connections with Midas Gold, the community, and the committee. He spoke to the importance of community well-being, of communities working towards cooperation and finding solutions, and creating the best outcome for the most amount of people. He wants to see the creation of a new model/standard of how resources are extracted that is both environmentally, economic, and socially conscious. He spoke to making a difference with this project by creating a new model of procedure becoming replicated elsewhere and sending out ripples to the rest of the world affecting change globally.

Ms. LaBelle presented the Agreement and process of creating a forum. The process would be to set up an advisory council called a Community Partnership committee with an appointed representative from each community, working focus groups regarding topics of interests such as

housing, permitting, etc., appoint community partners to be involved in the public engagement process regarding the specific projects asking for public input, set up charitable donations with community representatives to determine where those funds go, appoint a community member to serve on the board of the foundation to help determine where the funding would be spent, and create an endowment fund to carry on after the project is finished She explained the first half of the Agreement (part A) is about the vision, the objectives, shared values and transparency, the quality of life, sustainability of businesses, economic opportunity, environmental conservation, safety, and accountability. The second half of the agreement (part B) is about communications, administrative support, topics for potential discussion for the focus groups, participation in the public process, the Stibnite Foundation sustainability, and funding. The areas of focus include: employment and workforce training; business opportunities; housing and infrastructure; tourism, recreation, and use; environment, health, and safety. She asked the Council to look over the Agreement and give their feedback on the language and community interests.

City Manager Anette Spickard had given the Council the below options to consider:

- 1) Direct the City Manager to work with Midas Gold on the joint Agreement as proposed and return to Council with a draft Agreement for review and action
- 2) Direct the City Manager to work with Midas Gold on an Agreement solely between McCall and Midas Gold and return to Council with a draft Agreement for review and action
- 3) Direct the City Manager to gather feedback from McCall residents and business owners regarding the purpose and benefits of entering into an agreement with Midas Gold, identify the potential future impacts to the community of the project, and provide a recommendation at a future Council meeting whether to enter into either the joint agreement or a separate agreement
- 4) Decline to enter into an Agreement with Midas Gold

Given the long-term implications the project poses to the community, both positive and negative, City Manager Spickard recommends option 3 to ensure the community has an opportunity to provide input to the Council prior to entering an agreement. This can take the form of a town hall meeting, survey and/or other mechanisms as recommended by the City's communications manager.

The report was paused for public comments to be received.

### **PUBLIC COMMENT**

# Mayor Aymon called for public comment at 5:54 p.m.

Fred Coriell of 1109 Buckboard Way – cautioned, feels it is premature to enter into an Agreement. Commended Midas Gold for their restoration efforts so far at the mining site. He mentioned that conservation is much less expensive in the long term than restoration and pointed out that Riggins is probably the most vulnerable community if there happens to be any disasters. He expressed concern about the Barrick Gold Corporation (who just purchased shares in Midas Gold) dictating the mining operation or be the one the community will be stuck working with after the project is finished.

Rickey Mindes of 924 N. 8<sup>th</sup> Street, Boise asked the Council to look deeper at where the money is coming from. She likes the Agreement but holds back her support because at the bottom line Midas Gold answers to shareholders. She wants to know what is the actual agreement, what are the specifics, how much money is going to be contributed, where is it coming from, and when does it go into the foundation, and why does the community need to sign agreement?

Sherry Maupin of 376 Verita Way spoke of her role on the Western Central Mountains Community Partnership Committee and gave a brief history of the reason behind why. One of the items pulled from surveys from the America's Best Communities contest was mining as it is one of the viable and economic resources for this region along with ranching, farming, and other numerous development opportunities. The regional committee has spent a lot of time discussing the future of economic opportunity for employment and businesses. She spoke in favor of the Agreement as the document will hold both parties accountable and can be used for companies other than Midas Gold.

Alan Hamilton of 1046 Valley Rim shared his interest as his business manufactures whitewater equipment and wanted to caution any decisions to be made slowly. He suggested a damage deposit to ensure there are funds to clean up accidents.

Andrew Mentzer of 13980 Turner Road sees this Agreement as an opportunity to meet at the table for a discussion not an indictment of mining. He would like the Council to focus on the scope of the request and not to get caught up in the weeds. His experience so far with Midas Gold is they have been transparent.

Debbie Fereday of 315 Burns Road shared she is a bit fearful as this is a large-scale project and is thinking of future generations, the length of jobs, and what happens after it's over. She asked the Council to please consider everything before signing the Agreement.

Lisa Marie Gladowski of 240 E. State Street, Donnelly shared she moved to the area specifically to enjoy the whitewater and wants to protect the river. She is concerned about the partnership aspect.

Kristin Bierle of 266 Morgan Drive shared she is concerned about downstream affects, the community affects, and encourages the Council to select option number three to open it up for public dialog and/or revisit to know what is being agreed to.

Stacy Bowers of 104 Mather Rd shared she is concerned about the Agreement. She is a fly fisherman and wants to protect the river. She feels there needs to be due diligence and asked for more discussion on the topic before making a decision.

Judy Anderson of 13775 Nisula Road is remembering Tamarack Resort and how it didn't turn out as promised. She is leery of all the public relations efforts made because it is similar to the Tamarack situation and has doubts if they have what it takes to do what they say they will do. She does not feel the Council has the expertise in the science, investments, projections, and financial

arrangements to give the trust Midas Gold is asking for and it is a big leap for the City Council to enter into an Agreement with a big corporation in this nature.

Earl Dodds of 903 Buckboard Way feels this is a classic case of short gain with long term loss. He talked about legislation in place and the need for it to be addressed in more detail. He is concerned about the Salmon River, which is a cherished resource, and feels the proposal will jeopardize its irreplaceable value. (Mr. Dodds also had submitted a written email comment.)

Hearing no more comments, Mayor Aymon closed the public comment at 6:25 p.m.

## **WORK SESSION Continued**

Ms. LaBelle addressed the comments regarding the concern for the river. She encouraged people to visit the Stibnite mine site to see its current condition and see the work that needs to be done to fix it. She stated the environmental impact statement (EIS) will be available for public comment early next year, and explained the mission by Midas Gold is to keep the community informed. There is a mechanism being put in place to allow for future contingencies, and stated the Agreement is to create dialog and the hope is it will be the model for the industries in the future. Tours can be scheduled through www.midasgoldidaho.com or contact the local office. Tours will continue until the weather makes it impossible to access the site.

The Council discussed. Council Member Sowers is comfortable with option #3 to let the process take a little more time. He spoke to the conditions of the mine and the necessity to fix it. Council Member Nielsen disclosed he works for a non-profit organization that receives sponsorships from Midas Gold. He feels there needs to be more community input, and to see the draft EIS before any decisions are made. He agrees with using the template in moving forward and talked about other community operations besides mining to help create a template, and wanted to know if the partnership will give space to say no later on. Council Member Holmes likes option #3 as she would like more community input and to do more research on the 20-year departure plan. Council Member Giles has confidence the staff at the Payette National Forest Service will make sure the spirit and intent of the National Environmental Policy Act (NEPA) is followed well. He felt strongly the City should be at the table because of the social impacts to the community and favors option #3 to provide time to make sure the City is informed. Mayor Aymon feels there is never enough public comment, wants to see the Agreement fit the community therefore favors option #3. She wanted to point out the City does not oversee any of the permitting. She would like to schedule a public meeting for comments, and to give the Council more time to collect additional information.

City Manager Anette Spickard will plan a meeting and come back to Council with a game plan. She will have the draft Agreement posted on the city website.

Ms. LaBelle stated her goal tonight was to receive comments from the Council on the draft Agreement and their intent was not have the document signed tonight as it is not complete in its draft form.

The Agreement Committee consists of 12 committee members including Lyle Nelson, Sherry Maupin, Andrew Mentzer, Belinda Provancher, Scotty Davenport, Shauna Arnold, Carol Schneider, Larry Laxon, Gordon Cruickshank, Cinda Herrick, Willy Sullivan, and Anne LaBelle.

### **BUSINESS AGENDA**

### AB 18-182 Planning & Zoning Committee Annual Report to Council

Fallon Fereday, Chair of the McCall Area Planning and Zoning (P&Z) Commission gave the annual report to City Council. The mission of the P&Z Commission is to make recommendations to the City Council and to the County Commissioners respecting comprehensive planning, zoning, and subdivision regulations. The P&Z Commission also applies the same to the individual proposals brought to the Commission for approval or for recommendation to Council, and, when applicable, the County Commissioners. This Commission acts in this statutory capacity as Planning and Zoning Commission under Idaho Code with respect to zoning and planning in the City proper and the McCall Impact Area. The P&Z Commission consists of seven members appointed by City Council and the County Commissioners for three-year terms, which are renewable. Meetings are ordinarily held on the first Tuesday of each month at 4:30 PM in the Legion Hall below City Hall. Members are appointed by the Mayor with confirmation by the Council.

Ms. Fereday shared the P&Z Commission obtained a new Commissioner, Samuel Thompson, and there are two seats coming up for renewal. She reported there were 128 land use applications in 2017 which is up 8% over 2016 and this year is already at 101 applications received. Commission focus has been large tree preservation, large scale homes (especially in the shoreline areas), short term rentals issues, and zoning code amendments.

# AB 18-189 SUB-06-07 Alpine Village Minor Plat Amendment

City Planner Morgan Bessaw presented the Alpine Village Minor Plat Amendment. The Alpine Village Association submitted an application for a Subdivision Minor Plat Amendment to change the use of Condo Unit 206 from residential to common area. Alpine Village Condominium subdivision is approximately 2 acres (87,120 sq. ft.). The existing common area is approximately 13,283 sq. ft. The proposed new common area will total 16,229 sq. ft.; therefore, the new common area addition provides an increase of 2,946 sq. ft. of common area. The number of residential units will be reduced by one.

At its July 10, 2018 regularly scheduled meeting, the McCall Area Planning and Zoning unanimously recommended minor plat amendment to City Council for approval. The Unit 206 will come under the ownership of the association to be used for events, etc. as a common area/amenity to residents. Not public comment has been received.

Two conditions of approval still outstanding is the submission of digital files prior to the recordation of the final plat and once recorded, a copy is given to the City. There was a brief discussion regarding the requirements to common areas for Alpine Village.

Council Member Nielsen moved to approve Subdivision Minor Plat Amendment application SUB-06-07 as recommended by the McCall Area Planning and Zoning Commission and

authorize the Mayor to sign all necessary documents. Council Member Sowers seconded the motion. In a roll call vote Council Member Nielsen, Council Member Sowers, Mayor Aymon, Council Member Giles, and Council Member Holmes all voted aye and the motion carried.

### AB 18-188 Mission St. State & Local Agreement Project Development

Public Works Director Nathan Stewart presented the Mission Street State and Local agreement. The Idaho Transportation Department (ITD), through Local Highway Technical Assistance Council (LHTAC), who is also ITD's project manager, has provided the City with the State/Local Agreement for the *Project Development* phase of the Mission Street reconstruction project. This project is listed on ITD's Transportation Improvement Plan (ITIP) and is being funded ~93% by ITD and ~7% by the City. The current total project estimate is \$2,369,000. Although construction is scheduled to occur between 2021 and 2023, the project design is scheduled to begin in FY19.

To initiate the design, the City must first enter into the agreement and approve the associated Resolution 18-17. This agreement stipulates both the City and ITD's overall responsibilities throughout the *Project Development* phase of the project. It has been reviewed by legal counsel.

The *Project Development* phase will include the engineering design, environmental analysis, and preparation of bidding documents, and will require additional State/Local agreements before the design is completed. Following the execution of this initial agreement, staff will work with LHTAC on the next step in this phase which is forming a State/Local Agreement for the professional services needed to complete the design.

Public Works Director Stewart explained the complications with this type of project. This agreement sets the ground rules with subsequence agreements to follow for smaller phases such as engineering and design, and explained how the reimbursement program works.

Lan Smith, LHTAC Local Liaison, gave a history of the committee, explained how they are not a state agency, and is governed by 3 city mayors, 3 county commissioners, and 3 highway commissioners to oversee/administer the federal monies. He went over the procedures of the reimbursement program.

Council Member Holmes was concerned about using the standard sidewalks which could be detrimental to some of the businesses. Public Works Director Stewart explained the City has flexibility to work with the design, that currently sidewalks on Mission Street are not on the agenda but rather a bike path, and there will be process in selecting the design engineers. The right of way is owned by the City not the State, and the City will maintain ownership of the road.

Council Member Giles moved to approve Resolution 18-17 authorizing the execution of the State Local Agreement (Project Development) Project No. A020(146) for Mission Street – Key 20146 and authorize the Mayor to sign all necessary documents. Council Member Sowers seconded the motion. In a roll call vote Council Member Giles, Council Member Sowers, Mayor Aymon, Council Member Holmes, and Council Member Nielsen all voted aye and the motion carried.

### AB 18-180 4th of July Police Report

Police Chief Justin Williams presented the July 4<sup>th</sup> police report. He gave a summarization of public safety for the 2018 Fourth of July celebration between the time frame of June 30 – July 8, 2018. There were 153 total calls dispatched which was a 10% increase over last year. 13 calls were for theft, mostly bicycles. It is assumed those bikes are "borrowed" and left elsewhere since 9 bikes were brought into the police department. One was a kayak found on the beach. There was a total of 192 vehicle stops which was a 19% increase. Of those 170 warnings were issued and 22 citations given. 11 arrests were made, 6 for DUIs, and 4 for narcotics but it was a 45% decrease in comparison to 2017. Most arrests were made on the night shifts and the traffic stops during the day shift. Two Idaho State troopers volunteered to assist to cover city staff shortage. The City only had to assist the County once with a traffic accident.

The calls for service have been rising at an approximate rate of 15% but the attendance has gradually increased each year as well. More people have been visiting, but it has been a family demographic in comparison to what it was like before the restriction was put in place. The County and Idaho Department of Parks and Recreation (IDPR) have reported the same

This is last year of the City 3-year agreement whereas the county and IDPR have a five-year agreement. Staff will be bringing discussion sessions on what direction to take for future years.

### AB 18-185 Airport Triangle Development 4

Airport Manager Jay Scherer presented the Airport Triangle Development discussion. Staff is working to develop additional leaseholds in the "triangle" area of the airport. During the June 14 discussion, Council requested information on the first leasehold in the proposal. He provided a summary of that proposal which was not available at the June 28 meeting, a potential funding scenario, and an update on leasehold survey progress. He believes there is sufficient funding without having to seek outside funds, asking for reimbursement at time of lease, and hangar owners will pay their portions of utilities, etc.

## **AB 18-184 Supplemental Funding for AIP Grant**

Airport Manager Jay Scherer presented the AIP grant supplemental funding for airport infrastructure. A letter needs to be sent requesting consideration for FY18 Supplemental Funds as made available by the Consolidated Appropriations Act, 2018. The Federal Act authorized \$1 billion for improvements to small NPIAS airports. The FAA is implementing the Act by soliciting Capital Improvement Plan Submissions and funding selected existing projects using discretionary funds at 100%. The intent of the Act is pay for infrastructure/construction, but as the Land Acquisition was necessary for the City's taxiway relocation, staff is submitting for their consideration a request to fund our Land Acquisition costs. If approved, the supplemental funding will not fully fund the project, as there are over \$317,000 in federal funds planned that are not eligible for the 100% grant. If approved, the City grant match would be reduced from an estimated \$146,250 to an estimated \$23,779.

Council Member Giles moved to authorize submission requesting consideration for FY18 Supplemental Funds of the FAA AIP grant for the land acquisition and authorize the Mayor to sign all necessary documents. Council Member Holmes seconded the motion. In a roll call

vote Council Member Giles, Council Member Holmes, Mayor Aymon, Council Member Nielsen, and Council Member Sowers all voted age and the motion carried.

## **Upcoming Meetings Schedule Discussion**

Council discussed upcoming meetings. The Water Rate Public Hearing has been moved to the August 23 Council meeting. A flyer will be sent out with the utility bill about the public hearing.

# **EXECUTIVE SESSION**

At 7:40 p.m. Council Member Nielsen moved to go into Executive Session for:

• Land acquisition – Pursuant to Idaho Code §74-206 (1)(c): to acquire an interest in real property which is not owned by a public agency;

Council Member Giles seconded the motion. In a roll call vote, Council Member Nielsen, Council Member Giles, Mayor Aymon, Council Member Holmes, and Council Member Sowers all voted aye and the motion carried.

Council discussed a land acquisition.

### RETURN TO OPEN SESSION

At 7:56 p.m. Council Member Holmes moved to return to Open Session. Council Member Giles seconded the motion. In a roll call vote Council Member Holmes, Council Member Giles, Mayor Aymon, Council Member Nielsen, and Council Member Sowers all members voted are and the motion carried.

Council Member Holmes moved to allow the City Manager to pursue the recommended action in the memo of July 26, 2018 that was discussed in the executive session. Council Member Nielsen seconded the motion. In a roll call vote Council Member Holmes, Council Member Nielsen, Mayor Aymon, Council Member Giles, and Council Member Sowers all voted aye and the motion carried.

### **ADJOURNMENT**

Without further business, Mayor Aymon adjo	ourned the meeting at 7:58 p.m.
ATTEST:	Jackie J. Aymon, Mayor
BessieJo Wagner, City Clerk	_

City of McCall

Pay Code Transaction Report - Council Department Report Pay period: 8/25/2018 - 9/7/2018

Page: 1 Sep 12, 2018 04:39PM

Emp No Name		Total Gross Amount	2-00 Overtime Emp Amt	10-00 Overtime-G Emp Amt
Total Airport:				
Total City Clarks	2	3,950.58	.00	.00
Total City Clerk:	3	5,731.56	.00	.00
Total City Manager:	4	9,752.20	.00	.00
Total Community Developmnt:	:			.00
Total Council:	7	14,611.98	.00	.00
	5	1,275.00	.00	.00
Total Finance:	3	6,911.42	.00	.00
Total Golf Course Maint:		·		
Total Info systems:	15	13,523.47	.00	.00
·	2	5,398.12	.00	.00
Total Library:	7	7,397.76	.00	.00
Total Parks:	40	·	00	00
Total Police:	10	9,500.23	.00	.00
Total DW/Chronks	15	34,371.11	1,678.02	257.02
Total PW/Streets:	12	23,579.13	.00	.00
Total Recreation:	3	5,488.93	.00	.00
Total Water Distribution:	3	5, <del>4</del> 66.95	.00	.00
Total Water Treatment:	5	11,753.05	.00	.00
Total Water Treatment.	2	4,617.98	.00	.00
Grand Totals:				
	95	157,862.52	1,678.02	257.02

Departments	Pay Code	Pay Code Title	Hours Beg Bal	Hours Accrued	Hours Used	Hours Remain
Airport						
Total 9-02:			7.88	.00	.00	7.88
City Clerk						
Total 9-02:			41.76	.00	6.50	35.26
City Manager						
Total 9-02:			4.76	.00	.00	4.76
Community Develop	mnt					
Total 9-02:			81.68	4.50	4.00	82.18
Finance						
Total 9-02:			6.25	.00	.00	6.25
Golf Course Maint						
Total 9-02:			1.00	.00	.00	1.00
Info systems						
Total 9-02:			5.11	.00	.00	5.11
Library						
Total 9-02:			.00	.00	.00	.00
Local Option Tax						
Total 9-02:			5.26	5.26-	.00	.00
Parks						
Total 9-02:			82.89	.75	12.00	71.64
Police						
Total 9-02:			254.85	4.85-	10.75	239.25
PW/Streets						
Total 9-02:			185.48	10.50	54.00	141.98
Recreation						
Total 9-02:			16.88	.00	.00	16.88
Water Distribution						
Total 9-02:			78.02	5.25-	.00	72.77
Water Treatment						
Total 9-02:			53.00	1.50	.00	54.50
Grand Totals:	9-02	CT Avail				

# **City Clerk's License Report**

**Council Meeting: September 27, 2018** 

**Business License Activity** 

Business Name	Type of Business	Address	New	Close	Trsfr	BL#	Issued
1607 LLC	Short Term Rental	1607 Davis Ave #U119	X			1849	9/17/2018
McKee Real Estate	Realty Services	195 Commerce Street	X			1850	9/17/2018
Evans Keane LLP	Attorney Services	315 E. Deinhard Ln	X			1841	9/17/2018
McCall Basecamp LLC	Short Term Rental	300 McBride Street #105	X			1844	9/17/2018
Diaz Landscaping	Landscaping Services	325 Valley Springs Rd #G106	X			1855	9/19/2018

# **Alcohol License Activity**

Business Name	Owner(s)	Physical Address	New	Renewal	Closed	BL#	Issued	Comments
Incahoots BBQ & Catering	Bridget Felmley-Gay	319 N 3rd Street		X		1051A	9/10/2018	

# **Catering Permit Activity**

Name of Licensee	Event	Location of Event	Day & Date of Event	Time of Event	Revenue
McCall Lake Cruises	Deana Wagner Convention	210 N 3rd St	Friday September 14	4:30pm - 10:00pm	\$20.00
Bistro 45 McCall Inc	Gallery Opening	311 E Lake St	Saturday September 15	3:00pm - 6:00pm	\$20.00

# **Outdoor Special Events/Vendor Permit Activity**

Applicant	Event	Location of Event	Date(s) of Event	Time of Event	Road Closure
Adaptive	Cornhole	304 N 3rd ST	9/15/2018	5:00pm - 8:00pm	No
Wilderness Sports	Tournament				
of McCall					

Report dates: 9/7/2018-9/20/2018						18 02:57PM
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-11750 UTILITY CASH CLEARING						
STEVENS, JOHN & JENNIFER	103203	REFUND - UTILITY A/C #1.0320.3	09/17/18	32.28	.00	
MCFARLANE, JASON	124384	REFUND - UTILITY A/C # 1.2438.4	09/17/18	39.46	.00	
CONNOLLY, CHRISTOPHER M.	198102	REFUND - UTILITY A/C #1.9810.2	09/17/18	67.91	.00	
JARAMILLO, JOHN	201251	REFUND - UTILITY A/C #2.0125.1	09/10/18	3.37	.00	
Total 01-11750 UTILITY CASH CLE	ARING:			143.02	.00	
Total :				143.02	.00	
Total :				143.02	.00	
PAYROLL PAYABLES CLEARING						
03-22375 CHILD SUPPORT						
IDAHO CHILD SUPPORT RECEIPTING	20180914-1	CHILD SUPPORT - #335546	09/14/18	178.14	178.14	09/14/2018
IDAHO CHILD SUPPORT RECEIPTING	20180914-2	CHILD SUPPORT - #195240	09/14/18	187.38	187.38	09/14/2018
IDAHO CHILD SUPPORT RECEIPTING	20180914-4	CHILD SUPPORT - #301057	09/14/18	236.62	236.62	09/14/2018
Total 03-22375 CHILD SUPPORT:				602.14	602.14	
Total:				602.14	602.14	
Total PAYROLL PAYABLES CLEAR	NG:			602.14	602.14	
GENERAL FUND						
10-22540 DEPOSITS/EVIDENCE PROPE						
IDAHO POWER	20180918	REFUND - PARKS DEPOSIT	09/18/18	50.00	.00	
ROWE, MELANIE	20190918	REFUND - BROWN'S PARK DEPOSIT	09/18/18	50.00	.00	
HUDSON, REESE & KATIE	20180918	REFUND - BROWN PARK DEPOSIT	09/18/18	50.00	.00	
OUR SAVIOR AT MCCALL	20180828	REFUND - ART ROBERTS PARK DEPO	08/28/18	50.00	.00	
AREA 13 SPORTS	20180828	REFUND - GOLD GLOVE PARK DEPOSI	08/28/18	150.00	.00	
VENEMA, KERI	20180828	REFUND - BROWN PARK DEPOSIT	08/28/18	50.00	.00	
Total 10-22540 DEPOSITS/EVIDEN	CE PROPERTY:			400.00	.00	
Total:				400.00	.00	
MAYOR & COUNCIL	_					
10-41-150-420.0 TRAVEL AND MEETING WEST CENTRAL MOUNTAINS	<b>S</b> 103	ECONOMIC SUMMIT - TABLE FOR 10	09/10/18	250.00	.00	
Total 10-41-150-420.0 TRAVEL AND	) MEETINGS:			250.00	.00	
10-41-700-107.0 WOODY DEBRIS PROG	RAM					
TONY MECKEL EXCAVATING INC.	2018-407	HOOK TRUCK - OCTOBER FIREWISE P	08/15/18	7,000.00	.00	
Total 10-41-700-107.0 WOODY DEE	BRIS PROGRAM:			7,000.00	.00	
Total MAYOR & COUNCIL:				7,250.00	.00	
INFORMATION SYSTEMS						
10-42-150-250.0 MOTOR FUELS AND LU CHEVRON TEXACO		ELIEL - 4/C #60006430E3	00/06/49	24.75	00	
OFFE VIOLATE AACO	54180474-IT	FUEL - A/C #6000643053	09/06/18	24.75	.00	

Report dates. 3/1/2016-9/20/2016 Sep 20, 2016 02.3/FW								
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Pai		
Total 10-42-150-250.0 MOTOR	FUELS AND LUBRICANTS:			24.75	.00			
0-42-150-300.0 PROFESSIONAL SE	FRVICES							
DIGLINE INC.	58878-IN	A/C #415 - 79 ADDITIONAL CALLS	08/31/18	17.90	.00			
PCMG INC.	PINV340896	SERVICES - UC/PHONES/SKYPE FOR B	08/31/18	140.00	.00			
Total 10-42-150-300.0 PROFES	SSIONAL SERVICES:			157.90	.00			
0-42-150-460.0 TELEPHONE								
ERIZON WIRELESS	9813853827	#965453972 - INFO SYSTEMS	09/01/18	52.99	.00			
Total 10-42-150-460.0 TELEPH	IONE:			52.99	.00			
-42-150-465.0 COMMUNICATIONS		ETHEONET	00/07/40	4 004 00	00			
RONTIER	0918-7142	ETHERNET	09/07/18	1,064.00	.00			
Total 10-42-150-465.0 COMMU	JNICATIONS - ETHERNET:			1,064.00	.00			
-42-150-610.0 COMPUTER SOFTV		CHOTE KOTTAGE OVALANTES AND THE	001/-11:	<b>~</b>	=			
DW GOVERNMENT INC. CMG INC.	PFH2708 PINV340896	QUOTE KBTT127 SYMANTEC ANNUAL MS 0365, SUBSCRIPTION, FY18 PORTI	09/13/18 08/31/18	2,674.30 370.00	.00			
		WIS 0305, SUBSCRIPTION, FTTO FORTI	00/31/16					
Total 10-42-150-610.0 COMPU	TER SOFTWARE:			3,044.30	.00			
Total INFORMATION SYSTEMS	5:			4,343.94	.00			
TY MANAGER								
-43-150-400.0 ADVERTISING/LEG /EST CENTRAL MOUNTAINS	103	ECONOMIC SUMMIT - TABLE FOR 10	09/10/18	2,000.00	.00			
Total 10-43-150-400.0 ADVER	TISING/LEGAL PUBLICATIO	NS:		2,000.00	.00			
-43-150-460.0 TELEPHONE ERIZON WIRELESS	9813853827	#965453972 - CITY MANAGER	09/01/18	37.41	.00			
Total 10-43-150-460.0 TELEPH	IONE:			37.41	.00			
Total CITY MANAGER:				2,037.41	.00			
DMINISTRATIVE COSTS								
0-44-150-200.0 OFFICE SUPPLIES OFFICE SAVERS ONLINE	21801-001	SUPPLIES	09/12/18	182.95	.00			
Total 10-44-150-200.0 OFFICE	SUPPLIES:			182.95	.00			
0-44-150-260.0 POSTAGE				-				
J.S. POSTAL SERVICE	20180917	POSTAGE - METER A/C #18573386	09/17/18	500.00	.00			
Total 10-44-150-260.0 POSTAC	GE:			500.00	.00			
<b>-44-150-310.0 ATTORNEY - CIVIL</b> WHITE PETERSON P.A.	NON-REIMB 129873	FLYNN NEIGHBORHOOD ASSOC - JUDI	08/31/18	287.50	.00			
Total 10-44-150-310.0 ATTORN	NEY - CIVIL NON-REIMB:			287.50	.00			
-44-150-420.0 TRAVEL AND MEE	TINGS							
CCALL COFFEE ROASTERS	20180726	COFFEE	09/06/18	50.00	.00			

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date P
McCALL COFFEE ROASTERS	20180829	COFFEE	09/06/18	200.00	.00	
Total 10-44-150-420.0 TRAVEL A	AND MEETINGS:			250.00	.00	
0-44-150-450.0 CLEANING AND CUS						
MERIPRIDE LINEN & APPAREL SEM STATE PAPER & SUPPLY	2400713989 1261336-00	RUG/LAUNDRY SERVICES PAPER TOWELS, CAN LINERS	08/30/18 09/06/18	155.73 133.14	.00	
Total 10-44-150-450.0 CLEANING				288.87	.00	
44.450.460.0. TELEBUONE						
-44-150-460.0 TELEPHONE RONTIER	0918-7142	PHONE SERVICE	09/07/18	179.77	.00	
Total 10-44-150-460.0 TELEPHO	NE:			179.77	.00	
-44-150-490.0 HEAT, LIGHTS, AND	UTILITIES					
MCCALL, CITY OF MCCALL, CITY OF	0918-182601 0918-182702	WATER WATER	09/13/18 09/13/18	161.45 37.70	.00	
		WATER	09/13/16			
Total 10-44-150-490.0 HEAT, LIG	SHTS, AND UTILITIES:			199.15	.00	
-44-150-500.0 RENTAL - OFFICE EG IAA BANK	QUIPMENT 5583993	RICOH MPC4503 LEASE #41053716	09/18/18	138.00	.00	
Total 10-44-150-500.0 RENTAL -	OFFICE EQUIPMENT:			138.00	.00	
Total ADMINISTRATIVE COSTS:				2,026.24	.00	
NANCE						
-45-150-305.0 SOFTWARE SUPPOR ASELLE INC.	90321	SOFTWARE SUPPORT CONTRACT	09/06/18	18,858.00	.00	
Total 10-45-150-305.0 SOFTWAR	RE SUPPORT - CASELLI	E:		18,858.00	.00	
-45-150-400.0 ADVERTISING/LEGA	L PUBLICATIONS					
TAR NEWS, THE	52501	DISPLAY AD - BUDGET	08/31/18	1,144.00	.00	
Total 10-45-150-400.0 ADVERTIS	SING/LEGAL PUBLICATI	ONS:		1,144.00	.00	
Total FINANCE:				20,002.00	.00	
ITY CLERK						
0-46-150-400.0 ADVERTISING/LEGAL		LEGAL AD CORDINATION WORK	00/00/:-	24	2-	
STAR NEWS, THE STAR NEWS, THE	52541 52542	LEGAL AD - ORDINANCE #970 LEGAL AD - ORDINANCE #971	09/06/18 09/06/18	61.56 46.74	.00	
			09/00/10			
Total 10-46-150-400.0 ADVERTIS	SING/LEGAL PUBLICATI	UNS:		108.30		
-46-150-598.0 RECORDS DESTRUC SHRED-IT USA - BOISE	ETION 8125546563	SHREDDING	09/07/18	228.96	.00	
Total 10-46-150-598.0 RECORDS		O INCEDENTO	39/01/10	228.96	.00	
	S DESTRUCTION:					
Total CITY CLERK:				337.26	.00	
OMMUNITY DEVELOPMENT	LUDDICANTE					
0-48-150-250.0 MOTOR FUELS AND	LUBRICANIS					

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Pai
JELS AND LUBRICANTS:			76.01	.00	
IGS					
103	ECONOMIC SUMMIT - TABLE FOR 10	09/10/18	250.00	.00	
ND MEETINGS:			250.00	.00	
ELOPMENT					
175236	LODGING - D. JAMES (2 NIGHTS)	09/03/18	186.00	.00	
IONAL DEVELOPMENT:			186.00	.00	
9813853827					
9813853827	#965453972 - COM DEV	09/01/18	53.23	.00	
9813853827	#965453972 - COM DEV	09/01/18	52.99	.00	
9813853827	#965453972 - COM DEV - EQUIPMENT	09/01/18	40.01	.00	
9813853827	#965453972 - COM DEV	09/01/18	52.99	.00	
9813853827	#965453972 - COM DEV - EQUIPMENT	09/01/18	40.01	.00	
NE:			276.64	.00	
062328	LEATHER SWHL COV	09/06/18	19.57	.00	
· AUTOMOTIVE EQUIPME	ENT:		19.57	.00	
NT:			808.22	.00	
=======================================	DDE EMBLOYMENT EVANA	00/04/40	450.00		
78268	PRE-EMPLOYMENT TEST	09/01/18	45.00	.00	
.EXAMS:			195.00	.00	
10732460	UNIFORMS/SUPPLIES	09/11/18	599.58	.00	
115590	REMOVE TAB/INSTALL BUTTON HOLE/	09/09/18	20.00	.00	
115591	REMOVE/RELOCATE LOOP, PATCHES	09/14/18	20.00	.00	
3/UNIFORMS:			1,239.16	.00	
21801-001	SUPPLIES	09/12/18	131.95	.00	
ENT SUPPLIES:			131.95	.00	
LUBRICANTS 54180274-PD	FUEL - A/C #7898226282	09/06/18	2,735.40	.00	
			2,735.40	.00	
			·		
	UELS AND LUBRICANTS:  IGS  103  ND MEETINGS:  ELOPMENT  175236  IONAL DEVELOPMENT:  9813853827  9813853827  9813853827  9813853827  9813853827  9813853827  NE:  IVE EQUIPMENT  062328  - AUTOMOTIVE EQUIPME  NT:  5922C15123  78268  . EXAMS:  S  10722591 10732460 115590 115591  G/UNIFORMS:  LIES  21801-001  JENT SUPPLIES:  LUBRICANTS  54180274-PD	DELS AND LUBRICANTS:	UELS AND LUBRICANTS:  ### 103	UELS AND LUBRICANTS: 76.01  IGS  103 ECONOMIC SUMMIT - TABLE FOR 10 09/10/18 250.00  ND MEETINGS: 250.00  ELOPMENT 175236 LODGING - D. JAMES (2 NIGHTS) 09/03/18 186.00  IONAL DEVELOPMENT: 186.00  9813853827 #965453972 - COM DEV 09/01/18 53.23 9813853827 #965453972 - COM DEV 09/01/18 53.23 9813853827 #965453972 - COM DEV 09/01/18 52.99 9813853827 #965453972 - COM DEV - EQUIPMENT 09/01/18 40.01 9813853827 #965453972 - COM DEV - EQUIPMENT 09/01/18 10.09 1718 52.0	UELS AND LUBRICANTS: 76.01 .00  IGS  103 ECONOMIC SUMMIT - TABLE FOR 10 08/10/18 250.00 .00  ND MEETINGS: 250.00 .00  ELOPMENT 175236 LODGING - D. JAMES (2 NIGHTS) 08/03/18 186.00 .00  IONAL DEVELOPMENT: 186.00 .00  98138633827 #966453972 - COM DEV 08/01/18 52.33 .00  98138633827 #966453972 - COM DEV 08/01/18 52.29 .00  98138633827 #966453972 - COM DEV 08/01/18 52.99 .00  98138633827 #966453972 - COM DEV 99/01/18 52.99 .00  9813863827 #966453972 - COM DEV - EQUIPMENT 08/01/18 52.99 .00  9813863827 #966453972 - COM DEV - EQUIPMENT 08/01/18 52.99 .00  9813863827 #966453972 - COM DEV - EQUIPMENT 08/01/18 52.99 .00  105 105 105 105 105 105 105 105 105 105

		Report dates: 9/7/2018-9/20/2018				
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date F
Total 10-50-150-260.0 POSTAGE:				28.95	.00	
0-50-150-300.0 PROFESSIONAL SER	VICES					
CASCADE MEDICAL CENTER	20180917	MEDICAL EXAM REQUIRED BY VC JAIL	09/17/18	1,263.00	.00	
CASCADE MEDICAL CENTER	20180917A	MEDICAL EXAM REQUIRED BY VC JAIL	09/17/18	343.00	.00	
HARTWELL CORPORATION, THE	7663	NOTARY BOND - S. RYSKA	09/11/18	50.00	.00	
Total 10-50-150-300.0 PROFESSI	ONAL SERVICES:			1,656.00	.00	
0-50-150-460.0 TELEPHONE						
VERIZON WIRELESS	9813853827	#965453972 - POLICE DEPT.	09/01/18	37.41	.00	
/ERIZON WIRELESS	9813853827	#965453972 - POLICE DEPT.	09/01/18	52.99	.00	
Total 10-50-150-460.0 TELEPHON	NE:			90.40	.00	
0-50-150-520.1 RENTAL-POLICE DEP	T. FACILITIES					
VALLEY COUNTY	2018-OCTOBER	PD FACILITY LEASE	09/11/18	2,700.00	.00	
Total 10-50-150-520.1 RENTAL-P	OLICE DEPT. FACILITIE	SS:		2,700.00	.00	
0-50-150-580.0 REPAIRS - AUTOMOT						
BRUNEEL COMPANY INC.	MCC 0004754	WHEEL ALIGNMENT	09/17/18	62.35	.00	
JERRY'S AUTO PARTS	062880	THERMOSTAT, BYPASS	09/10/18	69.94	.00	
JERRY'S AUTO PARTS	063509	RADIATOR CAP, COOLANT	09/13/18	52.65	.00	
ES SCHWAB TIRE CENTERS	12500208232	WHEEL SPIN, MACHINE ROTORS	09/11/18	90.00	.00	
Total 10-50-150-580.0 REPAIRS -	AUTOMOTIVE EQUIPM	ENT:		274.94	.00	
0-50-150-610.0 COMPUTER SOFTWA	<b>RE</b> 4BOORD0003906T	VISTA EVIDENCE LIBRARY4 SOFTWAR	08/31/18	887.50	.00	
		VIOTA EVIDENCE EIDIANTA GOT TWAN	00/01/10			
Total 10-50-150-610.0 COMPUTE	R SOFTWARE:			887.50	.00	
Total POLICE DEPARTMENT:				9,939.30	.00	
RANT EXPENSES						
<b>0-60-250-662.0 FEDERAL - PD - HIGH</b> ' WATCHGUARD VIDEO	4BOORD0003906T	VISTA EVIDENCE LIBRARY4 SOFTWAR	08/31/18	2,662.50	.00	
Total 10-60-250-662.0 FEDERAL -	- PD - HIGHWAY SAFET	Y:		2,662.50	.00	
Total GRANT EXPENSES:				2,662.50	.00	
Total GENERAL FUND:				49,806.87	.00	
PUBLIC WORKS & STREETS FUND						
UBLIC WORKS & STREETS 4-55-100-156.0 CLOTHING/UNIFORMS	3					
RIDLEY'S FAMILY MARKETS	8000700923	COAT, PANTS, OVERALLS	09/17/18	352.70	.00	
	JUNIFORMS:			352.70	.00	
Total 24-55-100-156.0 CLOTHING						
	IES					
4-55-150-210.0 DEPARTMENT SUPPL	JES 1258377-00	HAND SOAP	09/06/18	23.69	.00	
<b>4-55-150-210.0 DEPARTMENT SUPPL</b> GEM STATE PAPER & SUPPLY		HAND SOAP CREDIT - HAND SOAP	09/06/18 08/29/18	23.69 23.00-		
Total 24-55-100-156.0 CLOTHING  4-55-150-210.0 DEPARTMENT SUPPL  GEM STATE PAPER & SUPPLY  GEM STATE PAPER & SUPPLY  MAY HARDWARE INC.	1258377-00					

Vendor Name Invoice Number Description Invoice Date Net Invoice Amount Amount Paid Date Paid McCALL DELIVERY SERVICE 2018-0745 DELIVERY - SPECIALTY CONST. SPLY. 09/11/18 27.50 .00 OFFICE SAVERS ONLINE 21801-001 **SUPPLIES** 09/12/18 39.98 .00 TREASURE VALLEY COFFEE INC. 2160:05690822 CREAMER 09/10/18 5.55 .00 Total 24-55-150-210.0 DEPARTMENT SUPPLIES: 135.51 .00 24-55-150-211.0 MECHANIC SHOP SUPPLIES MAY HARDWARE INC. 09/07/18 17.98 CAULK .00 922169 SCOTT'S AUTO & TIRE SHOP **EXTENSION CORD 50'** 09/11/18 39.95 TR1-12631 .00 Total 24-55-150-211.0 MECHANIC SHOP SUPPLIES: 57.93 .00 24-55-150-250.0 MOTOR FUELS AND LUBRICANTS **CHEVRON TEXACO** 54180275-PW FUEL - A/C #7898226290 09/06/18 3,255.22 .00 Total 24-55-150-250.0 MOTOR FUELS AND LUBRICANTS: 3,255.22 .00 24-55-150-300.0 PROFESSIONAL SERVICES DIGLINE INC 58878-IN A/C #415 - 79 ADDITIONAL CALLS 08/31/18 60.86 00 McCALL DELIVERY SERVICE 2018-0756 DELIVERY - STERLING BATTERY 09/11/18 35 00 00 NOVOTX LLC ROW PERMITTING PROGRAM 09/18/18 1570 1,500.00 .00 Total 24-55-150-300.0 PROFESSIONAL SERVICES: 1,595.86 .00 24-55-150-400.0 ADVERTISING/LEGAL PUBLICATIONS STAR NEWS, THE **CLASSIFIED - STREETS OPERATOR** 08/31/18 138.00 .00 Total 24-55-150-400.0 ADVERTISING/LEGAL PUBLICATIONS: 138.00 .00 24-55-150-460.0 TELEPHONE **FRONTIER** PHONE SERVICE 0918-4170 09/07/18 40.20 .00 37.41 **VERIZON WIRELESS** 9813853827 #965453972 - PW-STREETS 09/01/18 .00 **VERIZON WIRELESS** 9813853827 #965453972 - PW-STREETS 09/01/18 52.99 .00 **VERIZON WIRELESS** 9813853827 #965453972 - PW-STREETS 09/01/18 52.99 .00 **VERIZON WIRELESS** 9813853827 #965453972 - PW-STREETS 09/01/18 28.90 .00 **VERIZON WIRELESS** 9813853827 #965453972 - PW-STREETS 09/01/18 18.12 .00 **VERIZON WIRELESS** 9813853827 #965453972 - PW-STREETS 09/01/18 52.99 .00 Total 24-55-150-460.0 TELEPHONE: 283.60 .00 24-55-150-465.0 COMMUNICATIONS - RADIO DAY WIRELESS SYSTEMS REPEATER/DUPLEXER/PARTS/SERVIC 3271 09/17/18 3 199 36 .00 Total 24-55-150-465.0 COMMUNICATIONS - RADIO: 3.199.36 .00 24-55-150-540.0 STREET REPAIR - PATCHING VALLEY PAVING & ASPHALT INC. ASPHAL BY THE TON 08/31/18 4,053.83 .00 Total 24-55-150-540.0 STREET REPAIR - PATCHING: 4,053.83 .00 24-55-150-546.0 STREET REPAIR - STORM DRAIN CONTECH ENGINEERED SOLUTIONS 17266992 CART REFURB 27" 1/4 TURN-ZPG 09/07/18 345 00 00 Total 24-55-150-546.0 STREET REPAIR - STORM DRAIN: 345.00 .00 24-55-150-548.0 STREET REPAIR - SAND & GRAVEL TOM MECKEL SAND & GRAVEL INC. 2018-1567 ANTI-SKID (PER YARD) 08/31/18 3,705.00 .00

		<u> </u>				
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date I
Total 24-55-150-548.0 STREET RE	PAIR - SAND & GRAVE	L:		3,705.00	.00	
I-55-150-548.1 STREET REPAIR - ROA	AD CALT					
ROADWISE INC.	160231	WINTER SALT PER TON	09/17/18	5,470.80	.00	
Total 24-55-150-548.1 STREET RE	PAIR - ROAD SALT:			5,470.80	.00	
I-55-150-550.0 STREET REPAIR - LIGH	HTS					
C & N ELECTRICAL CONSTRUCTION	11503	120V PHOTOCELL-POLE/ WALL RETRO	08/28/18	441.24	.00	
Total 24-55-150-550.0 STREET RE	PAIR - LIGHTS:			441.24	.00	
-55-150-580.0 REPAIRS - AUTOMOTI	VE EQUIPMENT					
ERRY'S AUTO PARTS	063580	NYLON TUBING, FUEL LINE CONNECT	09/13/18	27.42	.00	
ERRY'S AUTO PARTS	064235	SWITCH	09/18/18	22.64	.00	
SIX STATES DISTRIBUTORS INC.	02 361763	BRAKE SHOE KIT, INNER/OUTER CAP	07/10/18	251.88	.00	
TERLING BATTERY CO.	37919	BATTERIES	09/10/18	499.80	.00	
TERLING BATTERY CO.	C56446	BATTERIES	09/18/18	120.00	.00	
TILITY TRAILER SALES OF BOISE	Al28804	3/8" SQUARE LINK CHAIN	09/10/18	990.00	.00	
TILITY TRAILER SALES OF BOISE	Al28804	SQ. LINK TRIPLES	09/10/18	1,740.00	.00	
TILITY TRAILER SALES OF BOISE	Al28804	SQ. LINK SINGLES	09/10/18	306.50	.00	
TILITY TRAILER SALES OF BOISE	Al28804	7/0 X 11 LINK SQ. TWIST	09/10/18	1,050.00	.00	
TILITY TRAILER SALES OF BOISE	Al28804	11/0 ALLOY END HOOK	09/10/18	637.50	.00	
ESTERN STATES EQUIPMENT CO.	IN000736706	WINTER CUTTING EDGES	08/13/18	1,850.60	.00	
ESTERN STATES EQUIPMENT CO.	IN000736706	WINTER CUTTING EDGES	08/13/18	1,850.60	.00	
ESTERN STATES EQUIPMENT CO.	IN000736706	WINTER CUTTING EDGES	08/13/18	1,389.90	.00	
ESTERN STATES EQUIPMENT CO.	IN000736706	WINTER CUTTING EDGES	08/13/18	1,732.39	.00	
ESTERN STATES EQUIPMENT CO.	IN000756371	OIL	09/04/18	165.30	.00	
ESTERN STATES EQUIPMENT CO.	INV000738014	WINTER CUTTING EDGES	08/14/18	314.98	.00	
Total 24-55-150-580.0 REPAIRS - A	AUTOMOTIVE EQUIPME	ENT:		12,949.51	.00	
-55-200-720.0 TRANSPORTATION PL						
OPIES PLUS INC.	233766	TRANSPORTATION MASTER PLAN BO	08/06/18	530.44	.00	
Total 24-55-200-720.0 TRANSPOR	TATION PLAN:			530.44	.00	
Total PUBLIC WORKS & STREETS	i:			36,514.00	.00	
Total PUBLIC WORKS & STREETS	FUND:			36,514.00	.00	
ECREATION FUND						
ECREATION - PROGRAMS 3-58-100-160.0 EMPLOYEE RECOGNIT	FION					
LBERTSONS LLC		SNACKS - PARKS/REC STAFF MEETIN	09/12/18	9.84	.00	
Total 28-58-100-160.0 EMPLOYEE	RECOGNITION:			9.84	.00	
-58-150-210.0 DEPARTMENT SUPPLI	ES					
SN SPORTS LLC	300167745	YOUTH RECREATION GEAR	09/19/18	645.03	.00	
UILDERS FIRSTSOURCE INC.	1058185	WHITE STRIPE PAINT	09/06/18	31.96	.00	
& M LUMBER CO. INC.	358311	ATHLETIC FIELD MARKER	09/06/18	109.90	.00	
IDLEY'S FAMILY MARKETS	4000050424	ICE	08/09/18	1.99	.00	
HERWIN-WILLIAMS CO., THE	7594-6	PAINT	09/18/18	15.58	.00	
					.00	

Report dates. 3/1/2010-3/20/2010 Sep 20, 2010 Uz.						
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date F
8-58-150-300.0 PROFESSIONAL SE	RVICES					
CHACE, RAYMOND	20180911	ADULT LEAGUE UMPIRE	09/11/18	240.00	.00	
DARLING, ROBERT	20180911	TOURNAMENT UMPIRE	09/11/18	80.00	.00	
STREET, BRIAN	20180911	TOURNAMENT UMPIRE	09/11/18	240.00	.00	
VANT, DARRELL PETER	20180911	TOURNAMENT UMPIRE	09/11/18	80.00	.00	
Total 28-58-150-300.0 PROFES	SIONAL SERVICES:			640.00	.00	
3-58-150-460.0 TELEPHONE						
/ERIZON WIRELESS	9813853827	#965453972 - PARKS/REC-PROGRAMS	09/01/18	52.99	.00	
ERIZON WIRELESS	9813853827	#965453972 - PARKS/REC-PROGRAMS	09/01/18	40.01	.00	
ERIZON WIRELESS	9813853827	#965453972 - PARKS/REC-PROGRAMS	09/01/18	52.99	.00	
Total 28-58-150-460.0 TELEPH	ONE:			145.99	.00	
-58-150-490.0 HEAT, LIGHTS, AND		WATER	00/10/10			
ICCALL, CITY OF	0918-125601	WATER	09/13/18	42.67	.00	
Total 28-58-150-490.0 HEAT, LI	GHTS, AND UTILITIES:			42.67	.00	
3-58-150-510.0 RENTAL - MINOR E	• •					
ICCALL PARTY RENTALS	1417	MOVIE SCREEN, SOUND SYSTEM AND	09/01/18	906.30	.00	
Total 28-58-150-510.0 RENTAL	- MINOR EQUIPMENT:			906.30	.00	
Total RECREATION - PROGRAI	MS:			2,549.26	.00	
ECREATION - PARKS						
-59-150-210.0 DEPARTMENT SUP	PLIES					
INETICO QUALITY WATER OF Mo	CA 1476	WATER STAND RENTAL, WATER	08/31/18	42.80	.00	
IAY HARDWARE INC.	918235	FASTENERS	08/01/18	2.70	.00	
IAY HARDWARE INC.	922361	BYPASS PRUNER, LOPPER	09/10/18	80.97	.00	
1AY HARDWARE INC.	922536	BCADE TAPE CAUTION	09/11/18	26.97	.00	
IAY HARDWARE INC.	922705	DETAIL BRUSHES, NITRILE, SHOWAO	09/13/18	33.78	.00	
IAY HARDWARE INC.	922713	ADAPTERS, MARKING PAINT, DUCT TA	09/13/18	53.02	.00	
IAY HARDWARE INC.	922737	SPRAY NOZZLE, ATLAS NITRILE TOUC	09/13/18	14.82	.00	
CCALL COFFEE ROASTERS	20180829	COFFEE	09/06/18	50.00	.00	
Accall Delivery Service	2018-0721	DELIVERY - METROQUIP	09/04/18	50.00	.00	
IETROQUIP INC.	42513	POLY WAFERS 32"	08/29/18	412.10	.00	
Total 28-59-150-210.0 DEPART	MENT SUPPLIES:			767.16	.00	
3-59-150-211.0 BATHROOM SUPPL	IES					
GEM STATE PAPER & SUPPLY	1261337-00	HAND SOAP, BASH TISSUE, GLOVES,	09/06/18	495.18	.00	
Total 28-59-150-211.0 BATHRC	OOM SUPPLIES:			495.18	.00	
-59-150-218.0 SUPPLIES - FERTIL	IZER					
VILBUR-ELLIS COMPANY LLC	12204873	TRANSLINE, SNAPSHOT, PLATEAU PA	09/17/18	135.00	.00	
Total 28-59-150-218.0 SUPPLIE	S - FERTILIZER:			135.00	.00	
8-59-150-220.0 SAND & SOIL	2019 469	COMPACTION MATERIAL DIVERGRAL	00/04/40	200.00	00	
ONY MECKEL EXCAVATING INC.	2018-468	COMPACTION MATERIAL - RIVERFRON	09/04/18	298.00	.00	
	SOIL:			298.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Pai
28-59-150-222.0 CHEMICALS WILBUR-ELLIS COMPANY LLC	12204873	TRANSLINE, SNAPSHOT, PLATEAU PA	09/17/18	835.00	.00	
		TIVINGENE, GIVII GHOT, I EXTENDED	03/17/10			
Total 28-59-150-222.0 CHEMICALS	S:			835.00	.00	
8-59-150-226.0 IRRIGATION-CTRL ID I						
MCCALL, CITY OF	0918-152751	WATER	09/13/18	23.24	.00	
MCCALL, CITY OF	0918-152931	WATER	09/13/18	230.18	.00	
Total 28-59-150-226.0 IRRIGATION-CTRL ID HIST MUSEUM:				253.42	.00	
3-59-150-227.0 IRRIGATION MAINTEN	ANCE					
FERGUSON WATERWORKS	695632	ACME EAGLE 900E 52 80PSI	09/14/18	258.00	.00	
MAY HARDWARE INC.	922219	COUPLERS, ELBOWS, ADAPTERS, CLA	09/07/18	59.15	.00	
MAY HARDWARE INC.	922345	COUPLE INSERT POLY 1.5X1.25	09/10/18	3.12	.00	
MAY HARDWARE INC.	922477	SOLENOID	09/11/18	21.58	.00	
MAY HARDWARE INC.	923107	GALV PIPE-CUT/THREADED	09/17/18	42.62	.00	
ROBERTSON SUPPLY INC.	4500706	REDUCING INSERT COUPLING	09/07/18	171.92	.00	
ROBERTSON SUPPLY INC.	4500714	PLASTIC PIPE	09/07/18	136.80	.00	
ROBERTSON SUPPLY INC.	4500850	PLASTIC PIPE	09/07/18	35.00	.00	
Total 28-59-150-227.0 IRRIGATION	N MAINTENANCE:			728.19	.00	
8-59-150-228.0 DRAINAGE MAINTENA	NCE					
SILVER CREEK SUPPLY LLC	S0905990.001	DRAINAGE SUPPLIES	09/07/18	7.35	.00	
SILVER CREEK SUPPLY LLC	S1902320.001	IRRIGATION PIPE AND FITTINGS	08/29/18	721.25	.00	
SILVER CREEK SUPPLY LLC	S1905731.001	DRAINAGE SUPPLIES	09/06/18	548.95	.00	
Total 28-59-150-228.0 DRAINAGE	MAINTENANCE:			1,277.55	.00	
8-59-150-250.0 MOTOR FUELS AND L	UBRICANTS					
CHEVRON TEXACO	54180276-PR	FUEL - A/C #7898226308	09/06/18	930.81	.00	
Total 28-59-150-250.0 MOTOR FU	ELS AND LUBRICANTS	5:		930.81	.00	
8-59-150-400.0 ADVERTISING/LEGAL	PUBLICATIONS					
STAR NEWS, THE	52591	LEGAL AD - CONCESSIONS PROPOSA	09/13/18	38.61	.00	
Total 28-59-150-400.0 ADVERTISI	NG/LEGAL PUBLICATI	ONS:		38.61	.00	
8-59-150-460.0 TELEPHONE						
VERIZON WIRELESS	9813853827	#965453972 - PARKS/REC-PARKS	09/01/18	40.01	.00	
VERIZON WIRELESS	9813853827	#965453972 - PARKS/REC-PARKS	09/01/18	52.99	.00	
VERIZON WIRELESS	9813853827	#965453972 - PARKS/REC-PARKS	09/01/18	37.41	.00	
VERIZON WIRELESS	9813853827	#965453972 - PARKS/REC-PARKS	09/01/18	68.19	.00	
Total 28-59-150-460.0 TELEPHON	E:			198.60	.00	
8-59-150-490.0 HEAT, LIGHTS, AND U	TILITIES					
MCCALL, CITY OF	0918-156201	WATER	09/13/18	655.46	.00	
MCCALL, CITY OF	0918-218691	WATER	09/13/18	3,144.06	.00	
Total 28-59-150-490.0 HEAT, LIGH	ITS, AND UTILITIES:			3,799.52	.00	
28-59-150-491.0 TRASH, PORTA POTTI	E RENTAL					
HONEY DIPPERS INC.	868	WEEKLY SERVICE - DAVIS BEACH	08/31/18	240.00	.00	

Report dates: 9/7/2018-9/20/2018 Sep 20, 2018 02:57PM

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Pa
Total 28-59-150-491.0 TRASH, POI	RTA POTTIE RENTAL:			240.00	.00	
Total 20-33-130-431.0 TRAOH, 1 Of	CIATOTTIC RENTAL.			240.00		
28-59-150-510.0 RENTAL - MINOR EQUI						
McCALL RENTALS INC.	118936	RENTAL - TRENCHER DITCH	09/06/18	400.00	.00	
McCALL RENTALS INC.	118936	RENTAL - TRENCHER ATTACHMENT	09/06/18	120.00	.00	
McCALL RENTALS INC.	118936	RENTAL - TRAILER	09/06/18	20.00	.00	
Total 28-59-150-510.0 RENTAL - M	INOR EQUIPMENT:			540.00	.00	
8-59-150-540.0 PATHWAY MAINTENAN	ICE					
R. L. YOUNG PAVING INC.	18-472	PATHWAY SEAL COAT	09/17/18	3,937.56	.00	
R. L. YOUNG PAVING INC.	18-472	PATHWAY CRACK SEAL	09/17/18	247.50	.00	
Total 28-59-150-540.0 PATHWAY N	MAINTENANCE:			4,185.06	.00	
8-59-150-570.0 REPAIRS - BUILDING A	ND GROUNDS					
BUILDERS FIRSTSOURCE INC.	1058780	4X4-RL HF 2&BTR TRT CA CDR GC/PR	09/12/18	110.01	.00	
BUILDERS FIRSTSOURCE INC.	1058816	4X4-RL HF 2&BTR TRT CA CDR GC/PR	09/12/18	28.52	.00	
BUILDERS FIRSTSOURCE INC.	1058972	6X6 COLUMN BASE, CONCRETE MIX	09/13/18	270.13	.00	
BUILDERS FIRSTSOURCE INC.	1059033	FLUSH LEVER	09/14/18	12.99	.00	
CONSOLIDATED ELECTRICAL DIST	4438-485702	THHN-14-RED-SOL-CU-500S/R	09/05/18	45.40	.00	
CONSOLIDATED ELECTRICAL DIST	4438-485733	THHN-14-RED-SOL-CU-500S/R	09/06/18	45.40	.00	
CONSOLIDATED ELECTRICAL DIST	4438-485818	THHN-14-RED-SOL-CU-500S/R	09/11/18	45.40	.00	
ALVEY'S LLC	898	GRANITE BOULDERS (TRUCK LOAD)	09/10/18	1,360.00	.00	
MAY HARDWARE INC.	922827	TANK REPAIR KIT	09/14/18	21.59	.00	
MAY HARDWARE INC.	922866	TRIP LEVER, HANDLE & LEVER	09/14/18	22.93	.00	
MAY HARDWARE INC.	923165	GALV NIPPLE	09/18/18	17.08	.00	
MAY HARDWARE INC.	923208	TUBE SAND	09/18/18	65.90	.00	
ROBERTSON SUPPLY INC.	4504458	PVC REDUCING TEE, BUSHING, COUP	09/18/18	158.93	.00	
TOM MECKEL SAND & GRAVEL INC.	2018-1565	14 YARDS 3/4" ROAD MIX	08/31/18	392.00	.00	
TOM MECKEL SAND & GRAVEL INC.	2018-1566	0.5 YARDS ANTI-SKID MATERIAL	08/31/18	15.00	.00	
Total 28-59-150-570.0 REPAIRS - E	BUILDING AND GROUN	IDS:		2,611.28	.00	
8-59-200-701.0 LEGACY PARK REPAIR	t					
FALVEY'S LLC	1-LEGACY PROME	LEGACY PARK PROMENADE REPAIR	09/19/18	52,971.24	.00	
Total 28-59-200-701.0 LEGACY PA	RK REPAIR:			52,971.24	.00	
<b>8-59-200-702.0 CAPITAL PURCHASES</b> GEM STATE MANUFACTURING INC.	2019.03667	T-16-UT(4+16) UTILITY TRAILER	09/11/18	12,348.10	.00	
Total 28-59-200-702.0 CAPITAL PL	JRCHASES:			12,348.10	.00	
8-59-200-704.0 GOLD GLOVE PARK						
FRANKLIN BUILDING SUPPLY	203357	GALVANIZED SNOW GRATES	09/18/18	500.97	.00	
OM MECKEL SAND & GRAVEL INC.	2018-1614	3/4" ROAD MIX	08/31/18	2,052.00	.00	
Total 28-59-200-704.0 GOLD GLO\	/E PARK:			2,552.97	.00	
Total RECREATION - PARKS:				85,205.69	.00	
RANT EXPENSES						
8-60-250-660.0 CIMBA GRANT						
TONY MECKEL EXCAVATING INC.	2018-468	COMPACTION MATERIAL - BEAR BASI	09/04/18	486.00	.00	

		Report dates: 9/7/2018-9/20/2018			Sep 20, 2018	
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date
Total 28-60-250-660.0 CIMBA GRA	NT:			486.00	.00	
Total GRANT EXPENSES:				486.00	.00	
Total RECREATION FUND:				88,240.95	.00	
IRPORT FUND IRPORT DEPARTMENT 9-56-150-210.0 DEPARTMENT SUPPLI		WAS A LISBNET SPRA. PR SS SMOV	00/40/40	07.00	20	
BUILDERS FIRSTSOURCE INC. MAY HARDWARE INC.	1058588 923058	WASP & HORNET SPRAL, PB SG SMOK CLEANER, BLEACH, NITRILE GLOVES	09/10/18 09/17/18	27.28 23.37	.00	
IAT HANDWANE INC.	923030	OLEANEN, BLEACH, NITNIEL GLOVES	09/11/10			
Total 29-56-150-210.0 DEPARTME	NT SUPPLIES:			50.65	.00	
9-56-150-250.0 MOTOR FUELS AND LICHEVRON TEXACO	UBRICANTS 54180278-A	FUEL - A/C #7898226365	09/06/18	198.58	.00	
SHEVILOR FEATURES	0110027071	1022 740 #1000220000	00/00/10			
Total 29-56-150-250.0 MOTOR FU	ELS AND LUBRICANTS	S:		198.58	.00	
0-56-150-300.0 PROFESSIONAL SERV DROULARD LAND SURVEYING	3866	FIELD STAKING OF HANGAR PARCELS	09/13/18	650.00	.00	
Total 29-56-150-300.0 PROFESSIO	ONAL SERVICES:			650.00	.00	
9-56-150-460.0 TELEPHONE						
RONTIER	0918-0267	PHONE SERVICE	09/01/18	65.03	.00	
ERIZON WIRELESS	9813853827	#965453972 - AIRPORT	09/01/18	37.41	.00	
ERIZON WIRELESS	9813853827	#965453972 - AIRPORT	09/01/18	40.01	.00	
ERIZON WIRELESS	9813853827	#965453972 - AIRPORT	09/01/18	37.41	.00	
Total 29-56-150-460.0 TELEPHON	E:			179.86	.00	
9-56-150-490.0 HEAT, LIGHTS, AND U						
MCCALL, CITY OF	0918-125631	WATER	09/13/18	86.11	.00	
MCCALL, CITY OF	0918-131601	WATER	09/13/18	38.41	.00	
MCCALL, CITY OF	0918-182651	WATER	09/13/18	44.80	.00	
Total 29-56-150-490.0 HEAT, LIGH	ITS, AND UTILITIES:			169.32	.00	
Total AIRPORT DEPARTMENT:				1,248.41	.00	
Total AIRPORT FUND:				1,248.41	.00	
OCAL OPTION TAX FUND OCAL OPTION TAX DEPARTMENT 1-49-150-305.0 SOFTWARE SUPPORT	- CASELLE					
CASELLE INC.	90321	SOFTWARE SUPPORT CONTRACT	09/06/18	1,730.00	.00	
Total 31-49-150-305.0 SOFTWARE	SUPPORT - CASELLE	E:		1,730.00	.00	
-49-200-700.0 REIMB. SEWER IMPRO	OVEMENTS					
ORROCKS ENGINEERS INC.	47824	PH 17-01 B IDAHO ST. RECONSTRUCTI	08/10/18	594.61	.00	
HORROCKS ENGINEERS INC.	47824	PH 17-03B 2ND ST & LENORA ST - PHA	08/10/18	25.20	.00	
HORROCKS ENGINEERS INC.	48188	PH 17-01 B IDAHO ST. RECONSTRUCTI	09/06/18	1,848.71	.00	
HORROCKS ENGINEERS INC.	48188	PH 17-03B 2ND ST & LENORA ST - PHA	09/06/18	951.97	.00	

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Total 31-49-200-700.0 REIMB. SEWI	ER IMPROVEMENTS:			3,420.49	.00	
1-49-200-704.0 DOWNTOWN CORE RED	EVELOPMENT					
HORROCKS ENGINEERS INC.	47824	PH 17-03A 2ND ST & LENORA ST FINAL	08/10/18	20,908.91	.00	
HORROCKS ENGINEERS INC.	47824	PH 17-03B 2ND ST & LENORA ST - PHA	08/10/18	123.90	.00	
HORROCKS ENGINEERS INC.	48188	PH 17-03A 2ND ST & LENORA ST FINAL	09/06/18	39,465.02	.00	
HORROCKS ENGINEERS INC.	48188	PH 17-03B 2ND ST & LENORA ST - PHA	09/06/18	4,680.50	.00	
ROCKY MOUNTAIN SIGNS & APPARE	16619	SIGNS - DOWNTOWN CORE INFORMAT	08/22/18	3,663.90	.00	
Total 31-49-200-704.0 DOWNTOWN	CORE REDEVELOPM	MENT:		68,842.23	.00	
1-49-200-705.0 IDAHO STREET						
HORROCKS ENGINEERS INC.	47824	PH 17-01 B IDAHO ST. RECONSTRUCTI	08/10/18	5,087.25	.00	
HORROCKS ENGINEERS INC.	48188	PH 17-01 B IDAHO ST. RECONSTRUCTI	09/06/18	15,816.77	.00	
Total 31-49-200-705.0 IDAHO STRE	ET:			20,904.02	.00	
1-49-200-709.0 DOWNTOWN CORE STU		DI 47 00 DOMNITOWN 0007 0007	0611-111			
HORROCKS ENGINEERS INC.	47824	PH 17-03 DOWNTOWN CORE CONCEP/	08/10/18	1,755.68	.00	
Total 31-49-200-709.0 DOWNTOWN	CORE STUDY:			1,755.68	.00	
Total LOCAL OPTION TAX DEPARTI	MENT:			96,652.42	.00	
Total LOCAL OPTION TAX FUND:				96,652.42	.00	
OLF FUND OLF OPERATIONS DEPARTMENT 4-85-150-210.0 DEPARTMENT SUPPLIE:	s					
ALSCO	LBOI1637587	LAUNDRY	09/18/18	32.06	.00	
ALSCO	LBOI635594	LAUNDRY	09/11/18	32.06	.00	
MAY HARDWARE INC.	922703	SAVE EDGE 8" GOOFY FILES	09/13/18	16.98	.00	
Total 54-85-150-210.0 DEPARTMEN	T SUPPLIES:			81.10	.00	
1-85-150-220.0 TOP DRESSING SAND						
CLEMENTS SAND & GRAVEL	40698966	TOPDRESSING SAND	09/05/18	579.78	.00	
CLEMENTS SAND & GRAVEL	40698966	DELIVERY	09/05/18	715.00	.00	
Total 54-85-150-220.0 TOP DRESSII	NG SAND:			1,294.78	.00	
4-85-150-222.0 CHEMICALS	40004407	DOZOL DOOKET CODUED OT DOS SUIT	00117117		25	
WILBUR-ELLIS COMPANY LLC	12204167	ROZOL POCKET GOPHER BT BBF-RUP	09/17/18	437.50	.00	
Total 54-85-150-222.0 CHEMICALS:				437.50	.00	
1-85-150-227.0 IRRIGATION MAINTENAI	NCE					
SILVER CREEK SUPPLY LLC	S1904619.001	FLAGS - FLO LIME-BLACK	09/05/18	19.20	.00	
Total 54-85-150-227.0 IRRIGATION MAINTENANCE:				19.20	.00	
Total 54-85-150-227.0 IRRIGATION						
1-85-150-460.0 TELEPHONE	0918-7160	PHONE SERVICE	09/07/18	34.20	.00	
Total 54-85-150-227.0 IRRIGATION I 4-85-150-460.0 TELEPHONE FRONTIER VERIZON WIRELESS	0918-7160 9813853827	PHONE SERVICE #965453972 - GOLF COURSE	09/07/18 09/01/18	34.20 52.99	.00	

SPECIALTY CONSTRUCTION SUPPLY

177289-IN

Description Invoice Date Net Invoice Amount Amount Paid Vendor Name Invoice Number Date Paid 54-85-150-490.0 HEAT, LIGHTS, AND UTILITIES MCCALL, CITY OF 0918-176451 WATER 09/13/18 40.54 .00 Total 54-85-150-490.0 HEAT, LIGHTS, AND UTILITIES: 40.54 .00 54-85-150-491.0 CLUBHOUSE-HEAT, LIGHTS, UTILS MCCALL, CITY OF WATER 09/13/18 76.04 .00 0918-176501 **IDAHO POWER** 0918-2206866341-**ENERGY CHARGE PER KWH** 09/13/18 1,923.51 .00 Total 54-85-150-491.0 CLUBHOUSE-HEAT, LIGHTS, UTILS: 1.999.55 .00 54-85-150-570.0 REPAIRS - BUILDING AND GROUNDS MAY HARDWARE INC. 923172 ZINC CEILING HOOK, TURNBUCKLE 09/18/18 19.40 .00 Total 54-85-150-570.0 REPAIRS - BUILDING AND GROUNDS: 19.40 .00 54-85-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT MAY HARDWARE INC. 922702 **FASTENERS** 09/13/18 2.51 .00 Total 54-85-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT: 2 51 00 54-85-150-590.0 REPAIRS - OTHER EQUIPMENT JERRY'S AUTO PARTS 062902 **BATTERY** 09/10/18 87.63 .00 TURF EQUIPMENT & IRRIGATION 757972-00 SWITCH-PROXIMITY 09/11/18 51.61 .00 Total 54-85-150-590.0 REPAIRS - OTHER EQUIPMENT: 139.24 .00 Total GOLF OPERATIONS DEPARTMENT: 4.121.01 .00 Total GOLF FUND: .00 4.121.01 WATER FUND 60-22540 CUSTOMER DEPOSITS DITTRICK, KAREN 191241 REFUND - UTILITY A/C #1.9124.1 09/19/18 101.10 .00 **BIG PINE CONSTRUCTION LLC** 106353 **REFUND - WATER DEPOSIT** 09/17/18 101.10 .00 Total 60-22540 CUSTOMER DEPOSITS: 202.20 .00 **60-22541 HYDRANT METER DEPOSITS** USDA FOREST SERVICE **REFUND - FIRE HYDRANT METER DEP** 20180917 09/17/18 787.22 .00 Total 60-22541 HYDRANT METER DEPOSITS: 787.22 .00 Total: 989 42 .00 WATER DISTRIBUTION **60-64-150-210.0 DEPARTMENT SUPPLIES** 3M UY2/COND EMT-1/2 09/17/18 199.63 CONSOLIDATED ELECTRICAL DIST 4438-485945 .00 JERRY'S AUTO PARTS 061871 BODY MITT, DUSTER 09/04/18 22.63 .00 MAY HARDWARE INC. 922842 HANDSOAP 09/14/18 8.98 .00 MAY HARDWARF INC 923048 HAMMER 09/17/18 11.69 00 COFFEE McCALL COFFEE ROASTERS 20180829 09/06/18 40.00 .00 McCALL DELIVERY SERVICE DELIVERY - SPECIALTY CONST. SPLY. 27 50 2018-0745 09/11/18 .00 OFFICE SAVERS ONLINE 21801-001 SUPPLIES. 09/12/18 7.29 .00

09/04/18

47.52

.00

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Total 60-64-150-210.0 DEPARTME	NT SUPPLIES:			365.24	.00	
0-64-150-220.0 FIRST AID/SAFETY						
POLLARDWATER.COM	118853	SAFETY LIFT LID LIFTER ASSY	09/14/18	1,138.52	.00	
Total 60-64-150-220.0 FIRST AID/S	SAFETY:			1,138.52	.00	
0-64-150-250.0 MOTOR FUELS AND LICHEVRON TEXACO	UBRICANTS 54180277-WT	FUEL - A/C #7898226340	09/06/18	764.66	.00	
Total 60-64-150-250.0 MOTOR FU	FLS AND LUBRICANTS			764.66	.00	
1000 00 01 100 2000 1110 10111 0		•				
9-64-150-260.0 POSTAGE BILLING DOCUMENT SPECIALISTS	49128	UTILITY BILLING POSTAGE	09/19/18	1,125.62	.00	
Total 60-64-150-260.0 POSTAGE:				1,125.62	.00	
0-64-150-300.0 PROFESSIONAL SERV	ICES					
DIGLINE INC.	58878-IN	A/C #415 - 79 ADDITIONAL CALLS	08/31/18	60.86	.00	
HORROCKS ENGINEERS INC.	47824	PH 18-03 MISC. WATER ENGINEERING	08/10/18	261.28	.00	
HORROCKS ENGINEERS INC.	48188	PH 18-03 MISC. WATER ENGINEERING	09/06/18	427.29	.00	
OVOTX LLC	1570	ROW PERMITTING PROGRAM	09/18/18	1,500.00	.00	
Total 60-64-150-300.0 PROFESSIO	ONAL SERVICES:			2,249.43	.00	
-64-150-300.1 PROF. SVCS RATE S	TUDY					
ORROCKS ENGINEERS INC.	47824	PH 18-02 WATER RATE STUDY	08/10/18	8,607.17	.00	
ORROCKS ENGINEERS INC.	48188	PH 18-02 WATER RATE STUDY	09/06/18	11,424.60	.00	
STAR NEWS, THE	52501	DISPLAY AD - RATE STUDY ADVERTISI	08/31/18	990.00	.00	
Total 60-64-150-300.1 PROF. SVC	S RATE STUDY:			21,021.77	.00	
0-64-150-301.0 PROFESSIONAL SERV	ICES - BILLS					
BILLING DOCUMENT SPECIALISTS	49128	UTILITY BILLING PROCESSING	09/19/18	658.66	.00	
Total 60-64-150-301.0 PROFESSIO	ONAL SERVICES - BILL	S:		658.66	.00	
0-64-150-435.0 BOOKS/PUBLICATION STAR NEWS, THE	<b>S/SUBSCRIPTS</b> 6739-2018-WT	ANNUAL SUBSCRIPTION - WATER PLA	09/01/18	50.00	.00	
			09/01/10			
Total 60-64-150-435.0 BOOKS/PUI	BLICATIONS/SUBSCRIF	PTS:		50.00		
0-64-150-440.0 PROFESSIONAL DEVE		ANNUAL CERT REVENAL MANCE	00/05/40	20.00	22	
DAHO BUREAU OF OCCUPATIONAL	18381-2018	ANNUAL CERT. RENEWAL - WWC1	09/05/18	30.00	.00	
DAHO BUREAU OF OCCUPATIONAL	18870-2018	ANNUAL CERT. RENEWAL - DWD1	09/05/18	30.00	.00	
ESSEN, DUANE	20180917	REIMB MEAL/TRAINING	09/17/18	75.25		
Total 60-64-150-440.0 PROFESSIO	ONAL DEVELOPMENT:			135.25	.00	
0-64-150-460.0 TELEPHONE						
FRONTIER	0918-1252	PHONE SERVICE	09/07/18	160.45	.00	
/ERIZON WIRELESS	9813853827	#965453972 - PW-WATER DIST	09/01/18	40.01	.00	
(EDIZONI WIDELEGO	9813853827	#965453972 - PW-WATER DIST	09/01/18	37.41	.00	
					00	
/ERIZON WIRELESS /ERIZON WIRELESS	9813853827	#965453972 - PW-WATER DIST	09/01/18	52.99	.00	

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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Pai
60-64-150-465.0 COMMUNICATIONS						
DAY WIRELESS SYSTEMS	3271	REPEATER/DUPLEXER/PARTS/SERVIC	09/17/18	3,199.36	.00	
Total 60-64-150-465.0 COMMUN	NICATIONS - RADIO:			3,199.36	.00	
0-64-150-560.0 REPAIRS - OFFICE E		DIOQUI AFOOOOD MAINT AODEEMENT	00/04/40	40.00	00	
RICOH AMERICAS CORP.	5054365749-WT	RICOH AF2020D MAINT. AGREEMENT	09/01/18	12.06	.00	
Total 60-64-150-560.0 REPAIRS	- OFFICE EQUIPMENT:			12.06	.00	
0-64-150-570.0 REPAIRS - BUILDING		0.150 0.055 0.450 0.5150 4.700	00/00/40			
ORDAN, RICHARD L.	20180830	SHED ROOF OVER GENERATOR	08/30/18	7,925.00	.00	
Total 60-64-150-570.0 REPAIRS	- BUILDING AND GROU	NDS:		7,925.00	.00	
0-64-150-580.0 REPAIRS - AUTOMO						
ERRY'S AUTO PARTS	063647	AIR DOOR ACTUATOR	09/14/18	22.87	.00	
Total 60-64-150-580.0 REPAIRS	- AUTOMOTIVE EQUIPM	MENT:		22.87	.00	
0-64-150-590.0 REPAIRS - OTHER E	QUIPMENT					
ERGUSON WATERWORKS	695370	FULL BARL MTR BX	09/14/18	244.77	.00	
Total 60-64-150-590.0 REPAIRS	- OTHER EQUIPMENT:			244.77	.00	
-64-200-703.0 WATER LINE IMPR	- LOT STREETS					
IORROCKS ENGINEERS INC.	47824	PH 17-01 B IDAHO ST. RECONSTRUCTI	08/10/18	924.96	.00	
ORROCKS ENGINEERS INC.	47824	PH 17-03B 2ND ST & LENORA ST - PHA	08/10/18	60.90	.00	
HORROCKS ENGINEERS INC. HORROCKS ENGINEERS INC.	48188 48188	PH 17-01 B IDAHO ST. RECONSTRUCTI PH 17-03B 2ND ST & LENORA ST - PHA	09/06/18 09/06/18	2,875.78 2,300.58	.00	
Total 60-64-200-703.0 WATER L	INE IMPR LOT STREE	TS:		6,162.22	.00	
0-64-350-812.0 DEQ H2O TREATME	NT PRINCIPAL					
DEPT. OF ENVIRONMENTAL QUALIT		WTP LOAN DW9906	09/17/18	159,701.00	.00	
Total 60-64-350-812.0 DEQ H2C	TREATMENT PRINCIPA	AL:		159,701.00	.00	
0-64-350-813.0 DEQ H2O TREATME	NT INTEREST					
DEPT. OF ENVIRONMENTAL QUALIT	TY 20181015	WTP LOAN DW9906	09/17/18	20,253.67	.00	
Total 60-64-350-813.0 DEQ H2C	TREATMENT INTERES	Т:		20,253.67	.00	
Total WATER DISTRIBUTION:				225,320.96	.00	
ATER TREATMENT						
0-65-100-156.0 CLOTHING/UNIFORM	_	DEIMB DOCTO	00/40/40	070.00	22	
DELLWO, MATTHEW	20180919	REIMB BOOTS	09/19/18	373.03	.00	
Total 60-65-100-156.0 CLOTHIN	IG/UNIFORMS:			373.03	.00	
0-65-150-210.0 DEPARTMENT SUPP		TELEBUONE WIDE	06.17			
MAY HARDWARE INC.	921108	TELEPHONE WIRE, WALLPLATE	08/28/18	12.40	.00	
MAY HARDWARE INC.	922734	PRESSURE GAUGE, NYLON BUSHING/	09/13/18	13.11	.00	
USABLUEBOOK	660601	ECO FRESH DEODORIZER	08/21/18	56.64	.00	

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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
60-65-150-222.0 CHEMICALS						
THATCHER COMPANY	1449975	CHEMICALS	08/13/18	1,581.05	.00	
THATCHER COMPANY	1450350	CHEMICALS	08/03/18	2,458.70	.00	
THATCHER COMPANY	1450895	CHEMICALS	08/01/18	4,828.00	.00	
Total 60-65-150-222.0 CHEMICALS	S:			8,867.75	.00	
60-65-150-240.0 MINOR EQUIPMENT						
RICOH AMERICAS CORP.	1077532243-WT	COPIER PURCHASE	08/22/18	3,443.42	.00	
Total 60-65-150-240.0 MINOR EQU	JIPMENT:			3,443.42	.00	
60-65-150-250.0 MOTOR FUELS AND LU	JBRICANTS					
CHEVRON TEXACO	54180277-WT	FUEL - A/C #7898226340	09/06/18	261.42	.00	
Total 60-65-150-250.0 MOTOR FUE	ELS AND LUBRICANTS	S:		261.42	.00	
60-65-150-260.0 POSTAGE						
UNITED PARCEL SERVICE	8459E3368	SHIPPING	09/08/18	10.46	.00	
UNITED PARCEL SERVICE	8459E3368	SHIPPING	09/08/18	10.39	.00	
UNITED PARCEL SERVICE	8459E3368	SHIPPING	09/08/18	13.48	.00	
Total 60-65-150-260.0 POSTAGE:				34.33	.00	
60-65-150-300.0 PROFESSIONAL SERV	ICES					
CONTROL ENGINEERS PA	25796	PROJECT MANAGER - 1	08/30/18	155.00	.00	
HORROCKS ENGINEERS INC.	47824	PH 18-03 MISC. WATER ENGINEERING	08/10/18	522.58	.00	
HORROCKS ENGINEERS INC.	48188	PH 18-03 MISC. WATER ENGINEERING	09/06/18	854.71	.00	
Total 60-65-150-300.0 PROFESSIC	ONAL SERVICES:			1,532.29	.00	
60-65-150-302.0 LABORATORY TESTIN	G					
ANALYTICAL LABORATORIES INC.	56344	TESTING - WATER	08/31/18	851.16	.00	
Total 60-65-150-302.0 LABORATO	RY TESTING:			851.16	.00	
60-65-150-440.0 PROFESSIONAL DEVE	LOPMENT					
DELLWO, MATTHEW	20180918	REIMB MEALS/TRAINING	09/18/18	80.75	.00	
IDAHO BUREAU OF OCCUPATIONAL	17415-2018	ANNUAL CERT. RENEWAL - WWTLA - D	08/20/18	30.00	.00	
IDAHO BUREAU OF OCCUPATIONAL IDAHO BUREAU OF OCCUPATIONAL	20316-2018 20470-2018	CERT. RENEWAL-DWT3-DELLWO CERT. RENEWAL-WWT3-DELLWO	08/20/18 08/20/18	30.00 30.00	.00	
Total 60-65-150-440.0 PROFESSIC	NAL DEVELOPMENT:			170.75	.00	
60-65-150-460.0 TELEPHONE						
FRONTIER	0918-1008	PHONE SERVICE	09/07/18	60.64	.00	
FRONTIER	0918-1252	PHONE SERVICE	09/07/18	160.45	.00	
VERIZON WIRELESS	9813853827	#965453972 - PW-WATER TRTMT	09/01/18	52.99	.00	
VERIZON WIRELESS	9813853827	#965453972 - PW-WATER TRTMT	09/01/18	52.99	.00	
Total 60-65-150-460.0 TELEPHONI	Ε:			327.07	.00	
50-65-150-490.0 HEAT, LIGHTS, AND UT	TILITIES .					
IDAHO POWER	0918-2202559932-	ENERGY CHARGE PER KWH	09/13/18	6,712.43	.00	
Total 60-65-150-490.0 HEAT, LIGH	TS, AND UTILITIES:			6,712.43	.00	

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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
0-65-200-706.0 INTAKE BLDG IMPR	OVEMENTS					
HORROCKS ENGINEERS INC.	47824	PH 18-04 PRELIM ENG RPT LEGACY P	08/10/18	950.32	.00	
HORROCKS ENGINEERS INC.	48188	PH 18-04 PRELIM ENG RPT LEGACY P	09/06/18	3,058.82	.00	
Total 60-65-200-706.0 INTAKE	BLDG IMPROVEMENTS:			4,009.14	.00	
0-65-200-717.0 SCADA						
CONTROL ENGINEERS PA	25824	REPLACEMENT PLC PROCESSORS	08/31/18	5,337.86	.00	
Total 60-65-200-717.0 SCADA:				5,337.86	.00	
Total WATER TREATMENT:				32,002.80	.00	
Total WATER FUND:				258,313.18	.00	
Grand Totals:				535,642.00	602.14	

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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Pai
LIBRARY FUND						
IBRARY DEPARTMENT						
5-57-150-200.0 OFFICE SUPPLIES						
AMAZON.COM	775976865848	OFFICE SUPPLIES	09/06/18	62.24	.00	
Total 25-57-150-200.0 OFFICE SUF	PPLIES:			62.24	.00	
5-57-150-435.0 BOOKS/PUBLICATIONS	S/SIIDSCDIDTS					
AMAZON.COM	435746536976	BOOKS	08/24/18	11.97	.00	
AMAZON.COM	444959533639	BOOKS	08/24/18	17.12	.00	
AMAZON.COM	446747886869	BOOKS	08/31/18	12.14	.00	
AMAZON.COM	458638639954	BOOKS	08/24/18	20.01	.00	
AMAZON.COM	466994993934	BOOKS	09/01/18	38.17	.00	
AMAZON.COM	473767755489	BOOKS	08/25/18	20.94	.00	
AMAZON.COM	647663836433	BOOKS	09/02/18	176.32	.00	
AMAZON.COM	777584444956	BOOKS	08/24/18	13.25	.00	
BAKER & TAYLOR BOOKS	4012310482	BOOKS	09/04/18	37.51	.00	
BAKER & TAYLOR BOOKS	4012323239	BOOKS	09/17/18	189.35	.00	
GALE/CENGAGE LEARNING INC	64802310	BOOKS	09/05/18	100.06	.00	
GALE/CENGAGE LEARNING INC	64802656	BOOKS	09/05/18	46.13	.00	
Total 25-57-150-435.0 BOOKS/PUB	BLICATIONS/SUBSCRI	PTS:		682.97	.00	
5-57-150-460.0 TELEPHONE /ERIZON WIRELESS	9813853827	#965453972 - LIBRARY	09/01/18	52.99	.00	
ZERIZON WIRELESS	9613653627	#900403972 - LIDKAKY	09/01/18	52.99	.00	
Total 25-57-150-460.0 TELEPHONE	≣:			52.99	.00	
5-57-150-462.0 AUDIO VISUAL MATER	IALS					
AMAZON.COM	467553756436	AUDIO/VIDEO	09/07/18	35.05	.00	
AMAZON.COM	647499948664	AUDIO/VIDEO	09/07/18	20.94	.00	
Total 25-57-150-462.0 AUDIO VISU	AL MATERIALS:			55.99	.00	
5-57-150-462.1 VIDEO CIRCUIT LIBRAF	ov.					
AMAZON.COM	444698797743	VIDEO	08/28/18	10.38	.00	
AMAZON.COM						
	597359878838	VIDEO	08/28/18	21.85	.00	
AMAZON.COM AMAZON.COM	635339695988 748366957594	VIDEO VIDEO	09/04/18 08/28/18	189.49 15.99	.00	
AMAZON.COM	740300937394	VIDEO	00/20/10	15.55		
Total 25-57-150-462.1 VIDEO CIRC	CUIT LIBRARY:			237.71	.00	
5-57-150-463.0 FILM SOCIETY PROGRA	AM					
ALPINE PLAYHOUSE OF McCALL INC	20191918	RENTAL - FILM SOCIETY SHOWING	09/19/18	100.00	.00	
RUBIN, JACKI	20180912	REIMB FILM NIGHT POSTERS/TICKET	09/12/18	67.12	.00	
Total 25-57-150-463.0 FILM SOCIE	TY PROGRAM:			167.12	.00	
5-57-150-469.0 PROGRAMMING SUPPI	LIES					
ALBERTSONS LLC		SUPPLIES - DOING DEMOCRACY	09/18/18	7.37	.00	
Total 25-57-150-469.0 PROGRAMM	ING SUPPLIES:			7.37	.00	
5-57-150-500.0 RENTAL - OFFICE EQU	IPMENT					
RICOH AMERICAS CORP.	9026559792-L	RICOH MPC2003 MAINT. AGREEMENT	09/01/18	98.12	.00	
Total 25-57-150-500.0 RENTAL - O	FFICE EQUIPMENT:			98.12	.00	

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25-57-150-500.1 RENTAL - EQUIPME	NT MAINTENANCE					
RICOH AMERICAS CORP.	9026559792-L	RICOH MPC2003 MAINT. AGREEMENT	09/01/18	29.17	.00	
Total 25-57-150-500.1 RENTAL	- EQUIPMENT MAINTEN	ANCE:		29.17	.00	
Total LIBRARY DEPARTMENT:				1,393.68	.00	
Total LIBRARY FUND:				1,393.68	.00	
Grand Totals:				1,393.68	.00	

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ALBERTSONS LLC 1850 ALBERTSONS LLC	808437-09121	SNACKS - PARKS/REC STAFF M	09/12/18	9.84	
Total ALBERTSONS LLC:				9.84	
ALSCO 2300 ALSCO 2300 ALSCO	LBOI1637587 LBOI635594	LAUNDRY LAUNDRY	09/18/18 09/11/18	32.06 32.06	
Total ALSCO:				64.12	
AMERIPRIDE LINEN & APPAREL 2715 AMERIPRIDE LINEN & API	PARE 2400713989	RUG/LAUNDRY SERVICES	08/30/18	155.73	
Total AMERIPRIDE LINEN & A	PPAREL:			155.73	
ANALYTICAL LABORATORIES INC. 2790 ANALYTICAL LABORATOR		TESTING - WATER	08/31/18	851.16	
Total ANALYTICAL LABORATO	ORIES INC.:			851.16	
AREA 13 SPORTS 98976 AREA 13 SPORTS	20180828	REFUND - GOLD GLOVE PARK D	08/28/18	150.00	
Total AREA 13 SPORTS:				150.00	
BIG PINE CONSTRUCTION LLC 98974 BIG PINE CONSTRUCTION	I LLC 106353	REFUND - WATER DEPOSIT	09/17/18	101.10	
Total BIG PINE CONSTRUCTION	ON LLC:			101.10	
BILLING DOCUMENT SPECIALISTS 4645 BILLING DOCUMENT SPE 4645 BILLING DOCUMENT SPE	CIALI 49128	UTILITY BILLING PROCESSING UTILITY BILLING POSTAGE	09/19/18 09/19/18	658.66 1,125.62	
Total BILLING DOCUMENT SF	PECIALISTS:			1,784.28	
BRUNEEL COMPANY INC.					
5680 BRUNEEL COMPANY INC.	MCC 0004754	WHEEL ALIGNMENT	09/17/18	62.35	
Total BRUNEEL COMPANY IN	C.:			62.35	
BSN SPORTS LLC 5710 BSN SPORTS LLC	300167745	YOUTH RECREATION GEAR	09/19/18	645.03	
Total BSN SPORTS LLC:				645.03	
BUILDERS FIRSTSOURCE INC. 5763 BUILDERS FIRSTSOURCE	INC. 1058588 INC. 1058780 INC. 1058816 INC. 1058972	WHITE STRIPE PAINT WASP & HORNET SPRAL, PB SG 4X4-RL HF 2&BTR TRT CA CDR 4X4-RL HF 2&BTR TRT CA CDR 6X6 COLUMN BASE, CONCRETE FLUSH LEVER	09/06/18 09/10/18 09/12/18 09/12/18 09/13/18 09/14/18	31.96 27.28 110.01 28.52 270.13 12.99	

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To	tal BUILDERS FIRSTSOURCE INC.	:			480.89	
	JMBER CO. INC. C & M LUMBER CO. INC.	358311	ATHLETIC FIELD MARKER	09/06/18	109.90	
To	tal C & M LUMBER CO. INC.:				109.90	
	LECTRICAL CONSTRUCTION C & N ELECTRICAL CONSTRUC	11503	120V PHOTOCELL-POLE/ WALL	08/28/18	441.24	
To	tal C & N ELECTRICAL CONSTRUC	CTION:			441.24	
	DE FAMILY PRACTICE CASCADE FAMILY PRACTICE	5922C15123	PRE-EMPLOYMENT EXAM	09/04/18	150.00	
To	tal CASCADE FAMILY PRACTICE:				150.00	
6370	DE MEDICAL CENTER CASCADE MEDICAL CENTER CASCADE MEDICAL CENTER	20180917 20180917A	MEDICAL EXAM REQUIRED BY V MEDICAL EXAM REQUIRED BY V	09/17/18 09/17/18	1,263.00 343.00	
To	tal CASCADE MEDICAL CENTER:				1,606.00	
6420	E INC. CASELLE INC. CASELLE INC. tal CASELLE INC.:	90321 90321	SOFTWARE SUPPORT CONTRA SOFTWARE SUPPORT CONTRA	09/06/18 09/06/18	18,858.00 1,730.00 20,588.00	
6530	OVERNMENT INC. CDW GOVERNMENT INC. tal CDW GOVERNMENT INC.:	PFH2708	QUOTE KBTT127 SYMANTEC AN	09/13/18	2,674.30	
6616	RAYMOND CHACE, RAYMOND	20180911	ADULT LEAGUE UMPIRE	09/11/18	240.00	
To	tal CHACE, RAYMOND:				240.00	
6760 6760 6760 6760 6760 6760 6760	CHEVRON TEXACO	54180273-CD 54180274-PD 54180275-PW 54180276-PR 54180277-WT 54180277-WT 54180278-A 54180474-IT	FUEL - A/C #7898226258 FUEL - A/C #7898226282 FUEL - A/C #7898226290 FUEL - A/C #7898226308 FUEL - A/C #7898226340 FUEL - A/C #7898226340 FUEL - A/C #7898226365 FUEL - A/C #6000643053	09/06/18 09/06/18 09/06/18 09/06/18 09/06/18 09/06/18 09/06/18	76.01 2,735.40 3,255.22 930.81 261.42 764.66 198.58 24.75	
	ITS SAND & GRAVEL					
_	CLEMENTS SAND & GRAVEL	40698966	TOPDRESSING SAND	09/05/18	579.78	

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7095	CLEMENTS SAND & GRAVEL	40698966	DELIVERY	09/05/18	715.00	
То	otal CLEMENTS SAND & GRAVEL:				1,294.78	
	LLY, CHRISTOPHER M.	400400	DECIND 11711 ITV A/O #4 0040 0	00/47/40	67.04	
	CONNOLLY, CHRISTOPHER M.	198102	REFUND - UTILITY A/C #1.9810.2	09/17/18	67.91	
10	otal CONNOLLY, CHRISTOPHER M.				67.91	
7720 7720 7720	CONSOLIDATED ELECTRICAL CONSOLIDATED ELECTRICAL CONSOLIDATED ELECTRICAL CONSOLIDATED ELECTRICAL CONSOLIDATED ELECTRICAL	4438-485702 4438-485733 4438-485818 4438-485945	THHN-14-RED-SOL-CU-500S/R THHN-14-RED-SOL-CU-500S/R THHN-14-RED-SOL-CU-500S/R 3M UY2/COND EMT-1/2	09/05/18 09/06/18 09/11/18 09/17/18	45.40 45.40 45.40 199.63	
То	otal CONSOLIDATED ELECTRICAL	DIST:			335.83	
	CH ENGINEERED SOLUTIONS LLC CONTECH ENGINEERED SOLU	; 17266992	CART REFURB 27" 1/4 TURN-ZP	09/07/18	345.00	
То	otal CONTECH ENGINEERED SOLU	JTIONS LLC:			345.00	
7785 7785	CONTROL ENGINEERS PA CONTROL ENGINEERS PA CONTROL ENGINEERS PA otal CONTROL ENGINEERS PA:	25796 25824	PROJECT MANAGER - 1 REPLACEMENT PLC PROCESSO	08/30/18 08/31/18	155.00 5,337.86 5,492.86	
	PLUS INC. COPIES PLUS INC.	233766	TRANSPORTATION MASTER PLA	08/06/18	530.44	
То	otal COPIES PLUS INC.:				530.44	
	<b>G, ROBERT</b> DARLING, ROBERT	20180911	TOURNAMENT UMPIRE	09/11/18	80.00	
То	otal DARLING, ROBERT:				80.00	
8595	RELESS SYSTEMS  DAY WIRELESS SYSTEMS  DAY WIRELESS SYSTEMS	3271 3271	REPEATER/DUPLEXER/PARTS/S REPEATER/DUPLEXER/PARTS/S	09/17/18 09/17/18	3,199.36 3,199.36	
То	otal DAY WIRELESS SYSTEMS:				6,398.72	
8850 8850	D, MATTHEW DELLWO, MATTHEW DELLWO, MATTHEW Otal DELLWO, MATTHEW:	20180918 20180919	REIMB MEALS/TRAINING REIMB BOOTS	09/18/18 09/19/18	80.75 373.03 453.78	
9000	DEPT. OF ENVIRONMENTAL Q DEPT. OF ENVIRONMENTAL Q DEPT. OF ENVIRONMENTAL Q	20181015 20181015	WTP LOAN DW9906 WTP LOAN DW9906	09/17/18 09/17/18	20,253.67 159,701.00	

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To	otal DEPT. OF ENVIRONMENTAL Q	UALITY:			179,954.67
DIGLINE	_	50070 INI	A/C #415 - 79 ADDITIONAL CALL	00/24/40	60.86
	DIGLINE INC. DIGLINE INC.	58878-IN 58878-IN	A/C #415 - 79 ADDITIONAL CALL A/C #415 - 79 ADDITIONAL CALL	08/31/18 08/31/18	60.86
	DIGLINE INC.	58878-IN	A/C #415 - 79 ADDITIONAL CALL	08/31/18	17.90
To	otal DIGLINE INC.:				139.62
	CK, KAREN DITTRICK, KAREN	191241	REFUND - UTILITY A/C #1.9124.1	09/19/18	101.10
		101211	THE GIRD GITETT TWO WILLS IN	00/10/10	
	otal DITTRICK, KAREN:				101.10
	ARD LAND SURVEYING DROULARD LAND SURVEYING	3866	FIELD STAKING OF HANGAR PA	09/13/18	650.00
To	otal DROULARD LAND SURVEYING	:			650.00
FALVEY	"S LLC				
	FALVEY'S LLC FALVEY'S LLC	1-LEGACY PR 898	LEGACY PARK PROMENADE RE GRANITE BOULDERS (TRUCK L	09/19/18 09/10/18	52,971.24 1,360.00
To	otal FALVEY'S LLC:				54,331.24
	SON WATERWORKS				
	FERGUSON WATERWORKS FERGUSON WATERWORKS	695370 695632	FULL BARL MTR BX ACME EAGLE 900E 52 80PSI	09/14/18 09/14/18	244.77 258.00
To	otal FERGUSON WATERWORKS:				502.77
	LIN BUILDING SUPPLY FRANKLIN BUILDING SUPPLY	203357	GALVANIZED SNOW GRATES	09/18/18	500.97
	otal FRANKLIN BUILDING SUPPLY:	200001	CALVANIZED CHOW CHARLES	03/10/10	500.97
					300.37
<b>FRONTI</b> 11500	<b>ER</b> FRONTIER	0918-0267	PHONE SERVICE	09/01/18	65.03
11500	FRONTIER	0918-1008	PHONE SERVICE	09/07/18	60.64
11500	FRONTIER	0918-1252	PHONE SERVICE	09/07/18	160.45
	FRONTIER	0918-1252	PHONE SERVICE	09/07/18	160.45
	FRONTIER	0918-2144	PHONE SERVICE	09/07/18	28.95
	FRONTIER FRONTIER	0918-4170 0918-7142	PHONE SERVICE PHONE SERVICE	09/07/18 09/07/18	40.20 179.77
	FRONTIER	0918-7142	ETHERNET	09/07/18	1,064.00
	FRONTIER	0918-7160	PHONE SERVICE	09/07/18	34.20
To	otal FRONTIER:				1,793.69
GALLS I		40700504	LINIEODMO/OLIDELIEO	00/40/40	F00 F0
	GALLS LLC GALLS LLC	10722591 10732460	UNIFORMS/SUPPLIES UNIFORMS/SUPPLIES	09/10/18 09/11/18	599.58 599.58
110-10	O, ILLO LLO	10102700	OTTH OTTHIO, OUT I LILU	03/11/10	399.30

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Т	otal GALLS LLC:				1,199.16
GEM S	TATE MANUFACTURING INC.				
	GEM STATE MANUFACTURING	2019.03667	T-16-UT(4+16) UTILITY TRAILER	09/11/18	12,348.10
Т	otal GEM STATE MANUFACTURING	S INC.:			12,348.10
GEM S	TATE PAPER & SUPPLY				
11940	GEM STATE PAPER & SUPPLY	1258377-00	HAND SOAP	09/06/18	23.69
11940	GEM STATE PAPER & SUPPLY	1259641-00	CREDIT - HAND SOAP	08/29/18	23.00-
11940		1261336-00	PAPER TOWELS, CAN LINERS	09/06/18	133.14
11940	GEM STATE PAPER & SUPPLY	1261337-00	HAND SOAP, BASH TISSUE, GLO	09/06/18	495.18
Т	otal GEM STATE PAPER & SUPPLY	:			629.01
HARTW	/ELL CORPORATION, THE				
	HARTWELL CORPORATION, TH	7663	NOTARY BOND - S. RYSKA	09/11/18	50.00
Т	otal HARTWELL CORPORATION, TH	HE:			50.00
HONEY	DIPPERS INC.				
_	HONEY DIPPERS INC.	868	WEEKLY SERVICE - DAVIS BEAC	08/31/18	240.00
Т	otal HONEY DIPPERS INC.:				240.00
HORRO	OCKS ENGINEERS INC.				
	HORROCKS ENGINEERS INC.	47824	PH 17-01 B IDAHO ST. RECONST	08/10/18	5,087.25
14123	HORROCKS ENGINEERS INC.	47824	PH 17-01 B IDAHO ST. RECONST	08/10/18	924.96
14123	HORROCKS ENGINEERS INC.	47824	PH 17-01 B IDAHO ST. RECONST	08/10/18	594.61
14123	HORROCKS ENGINEERS INC.	47824	PH 17-03 DOWNTOWN CORE CO	08/10/18	1,755.68
14123		47824	PH 17-03A 2ND ST & LENORA ST	08/10/18	20,908.91
14123		47824	PH 17-03B 2ND ST & LENORA ST	08/10/18	25.20
14123	HORROCKS ENGINEERS INC.	47824	PH 17-03B 2ND ST & LENORA ST	08/10/18	123.90
14123		47824	PH 17-03B 2ND ST & LENORA ST	08/10/18	60.90
	HORROCKS ENGINEERS INC.	47824	PH 18-02 WATER RATE STUDY	08/10/18	8,607.17
14123		47824	PH 18-03 MISC. WATER ENGINE	08/10/18	522.58
14123 14123		47824 47824	PH 18-03 MISC. WATER ENGINE PH 18-04 PRELIM ENG RPT LEG	08/10/18 08/10/18	261.28 950.32
14123		48188	PH 17-01 B IDAHO ST. RECONST	09/06/18	15,816.77
14123		48188	PH 17-01 B IDAHO ST. RECONST	09/06/18	2,875.78
	HORROCKS ENGINEERS INC.	48188	PH 17-01 B IDAHO ST. RECONST	09/06/18	1,848.71
	HORROCKS ENGINEERS INC.	48188	PH 17-03A 2ND ST & LENORA ST	09/06/18	39,465.02
	HORROCKS ENGINEERS INC.	48188	PH 17-03B 2ND ST & LENORA ST	09/06/18	4,680.50
	HORROCKS ENGINEERS INC.	48188	PH 17-03B 2ND ST & LENORA ST	09/06/18	2,300.58
14123		48188	PH 17-03B 2ND ST & LENORA ST	09/06/18	951.97
14123	HORROCKS ENGINEERS INC.	48188	PH 18-02 WATER RATE STUDY	09/06/18	11,424.60
	HORROCKS ENGINEERS INC.	48188	PH 18-03 MISC. WATER ENGINE	09/06/18	427.29
	HORROCKS ENGINEERS INC.	48188	PH 18-03 MISC. WATER ENGINE	09/06/18	854.71
14123	HORROCKS ENGINEERS INC.	48188	PH 18-04 PRELIM ENG RPT LEG	09/06/18	3,058.82
Т	otal HORROCKS ENGINEERS INC.:				123,527.51

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HUDSO	N, REESE & KATIE				
98970	HUDSON, REESE & KATIE	20180918	REFUND - BROWN PARK DEPOS	09/18/18	50.00
Т	otal HUDSON, REESE & KATIE:				50.00
	BUREAU OF OCCUPATIONAL				
14830	IDAHO BUREAU OF OCCUPATI	17415-2018	ANNUAL CERT. RENEWAL - WW	08/20/18	30.00
14830	IDAHO BUREAU OF OCCUPATI	18381-2018	ANNUAL CERT. RENEWAL - WW	09/05/18	30.00
14830	IDAHO BUREAU OF OCCUPATI	18870-2018	ANNUAL CERT. RENEWAL - DWD	09/05/18	30.00
14830 14830	IDAHO BUREAU OF OCCUPATI	20316-2018 20470-2018	CERT. RENEWAL-DWT3-DELLW CERT. RENEWAL-WWT3-DELLW	08/20/18 08/20/18	30.00 30.00
			CERT. RENEWAL-WW 13-DELEW	00/20/10	
I	otal IDAHO BUREAU OF OCCUPAT	IONAL:			150.00
	CHILD SUPPORT RECEIPTING IDAHO CHILD SUPPORT RECEI	20180914-1	CHILD SUPPORT - #335546	09/14/18	178.14
14860	IDAHO CHILD SUPPORT RECEI	20180914-1	CHILD SUPPORT - #195240	09/14/18	187.38
	IDAHO CHILD SUPPORT RECEI	20180914-4	CHILD SUPPORT - #301057	09/14/18	236.62
Т	otal IDAHO CHILD SUPPORT RECE	IPTING:			602.14
IDAHO	POWER				
_	IDAHO POWER	0918-2202559	ENERGY CHARGE PER KWH	09/13/18	6,712.43
	IDAHO POWER	0918-2206866	ENERGY CHARGE PER KWH	09/13/18	1,923.51
	IDAHO POWER	20180918	REFUND - PARKS DEPOSIT	09/18/18	50.00
Т	otal IDAHO POWER:				8,685.94
JARAM	ILLO, JOHN				
	JARAMILLO, JOHN	201251	REFUND - UTILITY A/C #2.0125.1	09/10/18	3.37
Т	otal JARAMILLO, JOHN:				3.37
JERRY'	S AUTO PARTS				
16890	JERRY'S AUTO PARTS	061871	BODY MITT, DUSTER	09/04/18	22.63
16890	JERRY'S AUTO PARTS	062328	LEATHER SWHL COV	09/06/18	19.57
16890	JERRY'S AUTO PARTS	062880	THERMOSTAT, BYPASS	09/10/18	69.94
16890	JERRY'S AUTO PARTS	062902	BATTERY	09/10/18	87.63
16890	JERRY'S AUTO PARTS	063509	RADIATOR CAP, COOLANT	09/13/18	52.65
16890		063580	NYLON TUBING, FUEL LINE CON	09/13/18	27.42
	JERRY'S AUTO PARTS	063647	AIR DOOR ACTUATOR	09/14/18	22.87
16890	JERRY'S AUTO PARTS	064235	SWITCH	09/18/18	22.64
Т	otal JERRY'S AUTO PARTS:				325.35
	N, DUANE				
99982	JESSEN, DUANE	20180917	REIMB MEAL/TRAINING	09/17/18	75.25
Т	otal JESSEN, DUANE:				75.25
JORDA	N, RICHARD L.				
17025	JORDAN, RICHARD L.	20180830	SHED ROOF OVER GENERATOR	08/30/18	7,925.00

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T	otal JORDAN, RICHARD L.:				7,925.00
	CO QUALITY WATER OF McCALL KINETICO QUALITY WATER OF	1476	WATER STAND RENTAL, WATER	08/31/18	42.80
T	otal KINETICO QUALITY WATER OF	McCALL:			42.80
1 56 60	HWAB TIRE CENTERS				
	LES SCHWAB TIRE CENTERS	12500208232	WHEEL SPIN, MACHINE ROTOR	09/11/18	90.00
T	otal LES SCHWAB TIRE CENTERS:				90.00
MAY HA	ARDWARE INC.				
	MAY HARDWARE INC.	918235	FASTENERS	08/01/18	2.70
20160	MAY HARDWARE INC.	921108	TELEPHONE WIRE, WALLPLATE	08/28/18	12.40
20160	MAY HARDWARE INC.	922169	CAULK	09/07/18	17.98
20160	MAY HARDWARE INC.	922219	COUPLERS, ELBOWS, ADAPTER	09/07/18	59.15
20160	MAY HARDWARE INC.	922345	COUPLE INSERT POLY 1.5X1.25	09/10/18	3.12
20160	MAY HARDWARE INC.	922361	BYPASS PRUNER, LOPPER	09/10/18	80.97
20160	MAY HARDWARE INC.	922394	SINGLE CUT KEY	09/10/18	1.79
20160	MAY HARDWARE INC.	922477	SOLENOID	09/11/18	21.58
20160	MAY HARDWARE INC.	922536	BCADE TAPE CAUTION	09/11/18	26.97
20160 20160	MAY HARDWARE INC.	922702	FASTENERS SAVE EDGE 8" GOOFY FILES	09/13/18	2.51
20160	MAY HARDWARE INC. MAY HARDWARE INC.	922703 922705	DETAIL BRUSHES, NITRILE, SHO	09/13/18 09/13/18	16.98 33.78
20160	MAY HARDWARE INC.	922713	ADAPTERS, MARKING PAINT, DU	09/13/18	53.70
20160	MAY HARDWARE INC.	922734	PRESSURE GAUGE, NYLON BUS	09/13/18	13.11
20160	MAY HARDWARE INC.	922737	SPRAY NOZZLE, ATLAS NITRILE	09/13/18	14.82
20160	MAY HARDWARE INC.	922827	TANK REPAIR KIT	09/14/18	21.59
20160	MAY HARDWARE INC.	922842	HANDSOAP	09/14/18	8.98
20160	MAY HARDWARE INC.	922866	TRIP LEVER, HANDLE & LEVER	09/14/18	22.93
20160	MAY HARDWARE INC.	923048	HAMMER	09/17/18	11.69
20160	MAY HARDWARE INC.	923058	CLEANER, BLEACH, NITRILE GL	09/17/18	23.37
	MAY HARDWARE INC.	923107	GALV PIPE-CUT/THREADED	09/17/18	42.62
	MAY HARDWARE INC.	923165	GALV NIPPLE	09/18/18	17.08
	MAY HARDWARE INC.	923172	ZINC CEILING HOOK, TURNBUC	09/18/18	19.40
20160	MAY HARDWARE INC.	923208	TUBE SAND	09/18/18	65.90
T	otal MAY HARDWARE INC.:				594.44
McCAL	L COFFEE ROASTERS				
20440	McCALL COFFEE ROASTERS	20180726	COFFEE	09/06/18	50.00
	McCALL COFFEE ROASTERS	20180829	COFFEE	09/06/18	200.00
	McCALL COFFEE ROASTERS	20180829	COFFEE	09/06/18	60.00
	McCALL COFFEE ROASTERS	20180829	COFFEE	09/06/18	40.00
20440	McCALL COFFEE ROASTERS	20180829	COFFEE	09/06/18	50.00
T	otal McCALL COFFEE ROASTERS:				400.00
McCAL	L DELIVERY SERVICE				
	McCALL DELIVERY SERVICE	2018-0721	DELIVERY - METROQUIP	09/04/18	50.00
	McCALL DELIVERY SERVICE	2018-0745	DELIVERY - SPECIALTY CONST.	09/11/18	27.50
20462	McCALL DELIVERY SERVICE	2018-0745	DELIVERY - SPECIALTY CONST.	09/11/18	27.50

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20462	McCALL DELIVERY SERVICE	2018-0756	DELIVERY - STERLING BATTERY	09/11/18	35.00
Т	otal McCALL DELIVERY SERVICE:				140.00
MCCAL	L PARTY RENTALS				
20645	MCCALL PARTY RENTALS	1417	MOVIE SCREEN, SOUND SYSTE	09/01/18	906.30
Т	otal MCCALL PARTY RENTALS:				906.30
McCAL	L RENTALS INC.				
20720		118936	RENTAL - TRENCHER DITCH	09/06/18	400.00
20720	McCALL RENTALS INC.	118936	RENTAL - TRENCHER ATTACHM	09/06/18	120.00
20720	McCALL RENTALS INC.	118936	RENTAL - TRAILER	09/06/18	20.00
Т	otal McCALL RENTALS INC.:				540.00
MCCAL	L, CITY OF				
6960	MCCALL, CITY OF	0918-125601	WATER	09/13/18	42.67
6960	MCCALL, CITY OF	0918-125631	WATER	09/13/18	86.11
6960	MCCALL, CITY OF	0918-131601	WATER	09/13/18	38.41
6960	MCCALL, CITY OF	0918-152751	WATER	09/13/18	23.24
6960	MCCALL, CITY OF	0918-152931	WATER	09/13/18	230.18
6960	MCCALL, CITY OF	0918-156201	WATER	09/13/18	655.46
6960	MCCALL, CITY OF	0918-176451	WATER	09/13/18	40.54
6960	MCCALL, CITY OF	0918-176501	WATER	09/13/18	76.04
6960		0918-182601	WATER	09/13/18	161.45
6960		0918-182651	WATER	09/13/18	44.80
6960		0918-182702	WATER	09/13/18	37.70
6960		0918-218691	WATER	09/13/18	3,144.06
Т	otal MCCALL, CITY OF:				4,580.66
MCFAR	LANE, JASON				
	MCFARLANE, JASON	124384	REFUND - UTILITY A/C # 1.2438.4	09/17/18	39.46
Т	otal MCFARLANE, JASON:				39.46
METRO	QUIP INC.				
21220	METROQUIP INC.	42513	POLY WAFERS 32"	08/29/18	412.10
Т	otal METROQUIP INC.:				412.10
MODER	N HOTEL AND BAR				
21575	MODERN HOTEL AND BAR	175236	LODGING - D. JAMES (2 NIGHTS)	09/03/18	186.00
Т	otal MODERN HOTEL AND BAR:				186.00
NOVOT	XIIC				
	NOVOTX LLC	1570	ROW PERMITTING PROGRAM	09/18/18	1,500.00
23250		1570	ROW PERMITTING PROGRAM	09/18/18	1,500.00
		1370	NOW I LINWITHING FROGRAM	03/10/10	
Т	otal NOVOTX LLC:				3,000.00

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OFFICE SAVERS ONLINE 22363 OFFICE SAVERS ONLINE 22363 OFFICE SAVERS ONLINE 22363 OFFICE SAVERS ONLINE 22363 OFFICE SAVERS ONLINE	21801-001 21801-001 21801-001 21801-001	SUPPLIES SUPPLIES SUPPLIES SUPPLIES	09/12/18 09/12/18 09/12/18 09/12/18	182.95 131.95 39.98 7.29
Total OFFICE SAVERS ONLINE:				362.17
O'KEEFFE, DIANNE L. 23415 O'KEEFFE, DIANNE L. 23415 O'KEEFFE, DIANNE L. Total O'KEEFFE, DIANNE L.:	115590 115591	REMOVE TAB/INSTALL BUTTON REMOVE/RELOCATE LOOP, PAT	09/09/18 09/14/18	20.00 20.00 40.00
OUR SAVIOR AT MCCALL 98975 OUR SAVIOR AT MCCALL Total OUR SAVIOR AT MCCALL:	20180828	REFUND - ART ROBERTS PARK	08/28/18	50.00
PCMG INC. 24220 PCMG INC. 24220 PCMG INC.	PINV340896 PINV340896	MS 0365, SUBSCRIPTION, FY18 SERVICES - UC/PHONES/SKYPE	08/31/18 08/31/18	370.00 140.00
Total PCMG INC.:				510.00
POLLARDWATER.COM 24575 POLLARDWATER.COM	118853	SAFETY LIFT LID LIFTER ASSY	09/14/18	1,138.52
Total POLLARDWATER.COM:				1,138.52
R. L. YOUNG PAVING INC. 25343 R. L. YOUNG PAVING INC. 25343 R. L. YOUNG PAVING INC.	18-472 18-472	PATHWAY SEAL COAT PATHWAY CRACK SEAL	09/17/18 09/17/18	3,937.56 247.50
Total R. L. YOUNG PAVING INC.	:			4,185.06
RICOH AMERICAS CORP. 25770 RICOH AMERICAS CORP. 25770 RICOH AMERICAS CORP.	1077532243-W 5054365749-W	COPIER PURCHASE RICOH AF2020D MAINT. AGREE	08/22/18 09/01/18	3,443.42 12.06
Total RICOH AMERICAS CORP.:				3,455.48
RIDLEY'S FAMILY MARKETS 25800 RIDLEY'S FAMILY MARKETS 25800 RIDLEY'S FAMILY MARKETS	4000050424 8000700923	ICE COAT, PANTS, OVERALLS	08/09/18 09/17/18	1.99 352.70
Total RIDLEY'S FAMILY MARKET	TS:			354.69
ROADWISE INC.	400004	WINTED ON T DED TON	00/47/40	5 470 00
26055 ROADWISE INC.  Total ROADWISE INC.:	160231	WINTER SALT PER TON	09/17/18	5,470.80

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26140 26140 26140	TSON SUPPLY INC. ROBERTSON SUPPLY INC. ROBERTSON SUPPLY INC. ROBERTSON SUPPLY INC. ROBERTSON SUPPLY INC.	4500706 4500714 4500850 4504458	REDUCING INSERT COUPLING PLASTIC PIPE PLASTIC PIPE PVC REDUCING TEE, BUSHING,	09/07/18 09/07/18 09/07/18 09/18/18	171.92 136.80 35.00 158.93
T	otal ROBERTSON SUPPLY INC.:				502.65
	MOUNTAIN SIGNS & APPAREL ROCKY MOUNTAIN SIGNS & AP	16619	SIGNS - DOWNTOWN CORE INF	08/22/18	3,663.90
T	otal ROCKY MOUNTAIN SIGNS & AI	PPAREL:			3,663.90
	<b>MELANIE</b> ROWE, MELANIE	20190918	REFUND - BROWN'S PARK DEPO	09/18/18	50.00
T	otal ROWE, MELANIE:				50.00
	'S AUTO & TIRE SHOP SCOTT'S AUTO & TIRE SHOP	TR1-12631	EXTENSION CORD 50'	09/11/18	39.95
Т	otal SCOTT'S AUTO & TIRE SHOP:				39.95
	IN-WILLIAMS CO., THE SHERWIN-WILLIAMS CO., THE	7594-6	PAINT	09/18/18	15.58
T	otal SHERWIN-WILLIAMS CO., THE:				15.58
_	-IT USA - BOISE SHRED-IT USA - BOISE	8125546563	SHREDDING	09/07/18	228.96
T	otal SHRED-IT USA - BOISE:				228.96
27965 27965 27965	CREEK SUPPLY LLC SILVER CREEK SUPPLY LLC SILVER CREEK SUPPLY LLC SILVER CREEK SUPPLY LLC SILVER CREEK SUPPLY LLC	\$0905990.001 \$1902320.001 \$1904619.001 \$1905731.001	DRAINAGE SUPPLIES IRRIGATION PIPE AND FITTINGS FLAGS - FLO LIME-BLACK DRAINAGE SUPPLIES	09/07/18 08/29/18 09/05/18 09/06/18	7.35 721.25 19.20 548.95
T	otal SILVER CREEK SUPPLY LLC:				1,296.75
	ATES DISTRIBUTORS INC. SIX STATES DISTRIBUTORS IN	02 361763	BRAKE SHOE KIT, INNER/OUTER	07/10/18	251.88
Т	otal SIX STATES DISTRIBUTORS IN	IC.:			251.88
	ALTY CONSTRUCTION SUPPLY SPECIALTY CONSTRUCTION S	177289-IN	PAINT FLO BLUE MARKING	09/04/18	47.52
T	otal SPECIALTY CONSTRUCTION S	UPPLY:			47.52
28980	IEWS, THE STAR NEWS, THE STAR NEWS, THE	52501 52501	DISPLAY AD - BUDGET DISPLAY AD - RATE STUDY ADV	08/31/18 08/31/18	1,144.00 990.00

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28980	STAR NEWS, THE	52523	CLASSIFIED - STREETS OPERAT	08/31/18	138.00
28980	STAR NEWS, THE	52541	LEGAL AD - ORDINANCE #970	09/06/18	61.56
28980	STAR NEWS, THE	52542	LEGAL AD - ORDINANCE #971	09/06/18	46.74
28980	STAR NEWS, THE	52591	LEGAL AD - CONCESSIONS PRO	09/13/18	38.61
28980	STAR NEWS, THE	6739-2018-WT	ANNUAL SUBSCRIPTION - WATE	09/01/18	50.00
T	otal STAR NEWS, THE:				2,468.91
	NG BATTERY CO.				
	STERLING BATTERY CO.	37919	BATTERIES	09/10/18	499.80
29120	STERLING BATTERY CO.	C56446	BATTERIES	09/18/18	120.00
T	otal STERLING BATTERY CO.:				619.80
	NS, JOHN & JENNIFER				
98971	STEVENS, JOHN & JENNIFER	103203	REFUND - UTILITY A/C #1.0320.3	09/17/18	32.28
T	otal STEVENS, JOHN & JENNIFER:				32.28
	T, BRIAN				
29282	STREET, BRIAN	20180911	TOURNAMENT UMPIRE	09/11/18	240.00
T	otal STREET, BRIAN:				240.00
THATC	HER COMPANY				
	THATCHER COMPANY	1449975	CHEMICALS	08/13/18	1,581.05
	THATCHER COMPANY	1450350	CHEMICALS	08/03/18	2,458.70
29996	THATCHER COMPANY	1450895	CHEMICALS	08/01/18	4,828.00
T	otal THATCHER COMPANY:				8,867.75
TIAA BA	ANK				
30060	TIAA BANK	5583993	RICOH MPC4503 LEASE #410537	09/18/18	138.00
T	otal TIAA BANK:				138.00
TOM MI	ECKEL SAND & GRAVEL INC.				
30300	TOM MECKEL SAND & GRAVEL	2018-1565	14 YARDS 3/4" ROAD MIX	08/31/18	392.00
30300	TOM MECKEL SAND & GRAVEL	2018-1566	0.5 YARDS ANTI-SKID MATERIAL	08/31/18	15.00
	TOM MECKEL SAND & GRAVEL	2018-1567	ANTI-SKID (PER YARD)	08/31/18	3,705.00
30300	TOM MECKEL SAND & GRAVEL	2018-1614	3/4" ROAD MIX	08/31/18	2,052.00
T	otal TOM MECKEL SAND & GRAVEL	INC.:			6,164.00
_	MECKEL EXCAVATING INC.				
	TONY MECKEL EXCAVATING IN		HOOK TRUCK - OCTOBER FIRE	08/15/18	7,000.00
	TONY MECKEL EXCAVATING IN	2018-468	COMPACTION MATERIAL - BEAR	09/04/18	486.00
30330	TONY MECKEL EXCAVATING IN	2018-468	COMPACTION MATERIAL - RIVE	09/04/18	298.00
T	otal TONY MECKEL EXCAVATING II	NC.:			7,784.00
_	URE VALLEY COFFEE INC.				
30580	TREASURE VALLEY COFFEE IN	2160:05690822	CREAMER	09/10/18	5.55

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Total T	REASURE VALLEY COFFEE IN	NC.:			5.55
	PMENT & IRRIGATION RF EQUIPMENT & IRRIGATIO	757972-00	SWITCH-PROXIMITY	09/11/18	51.61
Total T	URF EQUIPMENT & IRRIGATION	ON:			51.61
U.S. POSTAL	L SERVICE				
31540 U.S.	. POSTAL SERVICE	20180917	POSTAGE - METER A/C #185733	09/17/18	500.00
Total U	J.S. POSTAL SERVICE:				500.00
UNITED PAR	RCEL SERVICE				
	TED PARCEL SERVICE	8459E3368	SHIPPING	09/08/18	10.46
	TED PARCEL SERVICE	8459E3368	SHIPPING	09/08/18	10.39
31280 UNI	TED PARCEL SERVICE	8459E3368	SHIPPING	09/08/18	13.48
Total U	JNITED PARCEL SERVICE:				34.33
USABLUEBO	DOK ABLUEBOOK	660601	ECO FRESH DEODORIZER	08/21/18	56.64
		000001	ECO FRESH DEODORIZER	06/21/16	
Total U	JSABLUEBOOK:				56.64
31560 USE	ST SERVICE DA FOREST SERVICE	20180917	REFUND - FIRE HYDRANT METE	09/17/18	787.22
Total U	JSDA FOREST SERVICE:				787.22
UTII ITY TRA	AILER SALES OF BOISE				
	LITY TRAILER SALES OF BO	AI28804	3/8" SQUARE LINK CHAIN	09/10/18	990.00
	LITY TRAILER SALES OF BO	AI28804	SQ. LINK TRIPLES	09/10/18	1,740.00
31580 UTII	LITY TRAILER SALES OF BO	AI28804	SQ. LINK SINGLES	09/10/18	306.50
31580 UTII	LITY TRAILER SALES OF BO	AI28804	7/0 X 11 LINK SQ. TWIST	09/10/18	1,050.00
31580 UTII	LITY TRAILER SALES OF BO	Al28804	11/0 ALLOY END HOOK	09/10/18	637.50
Total U	JTILITY TRAILER SALES OF BO	DISE:			4,724.00
VALLEY COL		2010 OCTOBE		00/11/19	2 700 00
	LEY COUNTY	2018-OCTOBE	PD FACILITY LEASE	09/11/18	2,700.00
Total V	ALLEY COUNTY:				2,700.00
	VING & ASPHALT INC. LEY PAVING & ASPHALT IN	9761	ASPHAL BY THE TON	08/31/18	4,053.83
Total V	/ALLEY PAVING & ASPHALT IN	C.:			4,053.83
VENEMA, KE	ERI				
98977 VEN		20180828	REFUND - BROWN PARK DEPOS	08/28/18	50.00
Total V	/ENEMA, KERI:				50.00

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\/EDI70	N WIRELESS				
	VERIZON WIRELESS	9813853827	#965453972 - CITY MANAGER	09/01/18	37.41
	VERIZON WIRELESS	9813853827	#965453972 - INFO SYSTEMS	09/01/18	52.99
32020	VERIZON WIRELESS	9813853827	#965453972 - COM DEV	09/01/18	37.41
	VERIZON WIRELESS	9813853827	#965453972 - COM DEV	09/01/18	53.23
	VERIZON WIRELESS	9813853827	#965453972 - COM DEV	09/01/18	52.99
32020		9813853827	#965453972 - COM DEV - EQUIP	09/01/18	40.01
32020	VERIZON WIRELESS	9813853827	#965453972 - COM DEV - EQUIP	09/01/18	52.99
32020	VERIZON WIRELESS VERIZON WIRELESS	9813853827	#965453972 - COM DEV - EQUIP	09/01/18	40.01
32020	VERIZON WIRELESS	9813853827	#965453972 - PARKS/REC-PROG	09/01/18	52.99
32020	VERIZON WIRELESS	9813853827	#965453972 - PARKS/REC-PROG	09/01/18	40.01
	VERIZON WIRELESS	9813853827	#965453972 - PARKS/REC-PROG	09/01/18	52.99
	VERIZON WIRELESS	9813853827	#965453972 - FARRS/REC-FROG #965453972 - GOLF COURSE	09/01/18	52.99
	VERIZON WIRELESS	9813853827	#965453972 - PARKS/REC-PARK	09/01/18	40.01
32020	VERIZON WIRELESS VERIZON WIRELESS	9813853827	#965453972 - PARKS/REC-PARK	09/01/18	52.99
32020	VERIZON WIRELESS VERIZON WIRELESS	9813853827	#965453972 - PARKS/REC-PARK	09/01/18	37.41
32020	VERIZON WIRELESS VERIZON WIRELESS		#965453972 - PARKS/REC-PARK	09/01/18	68.19
		9813853827 9813853827	#965453972 - FARRS/REC-FARR		
32020	VERIZON WIRELESS		#965453972 - AIRPORT	09/01/18	37.41
32020 32020	VERIZON WIRELESS VERIZON WIRELESS	9813853827	#965453972 - AIRPORT	09/01/18	40.01 37.41
32020		9813853827		09/01/18	
	VERIZON WIRELESS VERIZON WIRELESS	9813853827	#965453972 - POLICE DEPT. #965453972 - POLICE DEPT.	09/01/18	37.41
32020		9813853827		09/01/18	52.99
32020	VERIZON WIRELESS	9813853827	#965453972 - PW-STREETS	09/01/18	37.41
32020	VERIZON WIRELESS	9813853827	#965453972 - PW-STREETS	09/01/18	52.99
32020	VERIZON WIRELESS	9813853827	#965453972 - PW-STREETS	09/01/18	52.99
32020	VERIZON WIRELESS	9813853827	#965453972 - PW-STREETS	09/01/18	28.90
32020	VERIZON WIRELESS	9813853827	#965453972 - PW-STREETS	09/01/18	18.12
32020	VERIZON WIRELESS	9813853827	#965453972 - PW-STREETS	09/01/18	52.99
32020	VERIZON WIRELESS	9813853827	#965453972 - PW-WATER DIST	09/01/18	40.01
32020	VERIZON WIRELESS VERIZON WIRELESS	9813853827	#965453972 - PW-WATER DIST	09/01/18	37.41
32020	VERIZON WIRELESS VERIZON WIRELESS	9813853827	#965453972 - PW-WATER DIST	09/01/18	52.99
32020		9813853827	#965453972 - PW-WATER TRTMT	09/01/18	52.99
32020	VERIZON WIRELESS	9813853827	#965453972 - PW-WATER TRTMT	09/01/18	52.99
To	otal VERIZON WIRELESS:				1,449.64
	DARRELL PETER				
32324	WANT, DARRELL PETER	20180911	TOURNAMENT UMPIRE	09/11/18	80.00
To	otal WANT, DARRELL PETER:				80.00
WATCH	GUARD VIDEO				
32410	WATCHGUARD VIDEO	4BOORD0003	VISTA EVIDENCE LIBRARY4 SOF	08/31/18	2,662.50
32410	WATCHGUARD VIDEO	4BOORD0003	VISTA EVIDENCE LIBRARY4 SOF	08/31/18	887.50
To	otal WATCHGUARD VIDEO:				3,550.00
	CENTRAL MOUNTAINS				
	WEST CENTRAL MOUNTAINS	103	ECONOMIC SUMMIT - TABLE FO	09/10/18	250.00
	WEST CENTRAL MOUNTAINS	103	ECONOMIC SUMMIT - TABLE FO	09/10/18	2,000.00
32630	WEST CENTRAL MOUNTAINS	103	ECONOMIC SUMMIT - TABLE FO	09/10/18	250.00
To	otal WEST CENTRAL MOUNTAINS:				2,500.00

CITY OF McCALL	Payment Approval Report - Vendor	Page: 14
	Report dates: 9/7/2018-9/20/2018	Sep 20, 2018 02:59PM

		- Roport date	53. 9/1/2010-9/20/2010	Sep 20, 2010 02:591 W	
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
WESTE	RN STATES EQUIPMENT CO.				
32820	WESTERN STATES EQUIPMEN	IN000736706	WINTER CUTTING EDGES	08/13/18	1,850.60
32820	WESTERN STATES EQUIPMEN	IN000736706	WINTER CUTTING EDGES	08/13/18	1,850.60
32820	WESTERN STATES EQUIPMEN	IN000736706	WINTER CUTTING EDGES	08/13/18	1,389.90
32820	WESTERN STATES EQUIPMEN	IN000736706	WINTER CUTTING EDGES	08/13/18	1,732.39
32820	WESTERN STATES EQUIPMEN	IN000756371	OIL	09/04/18	165.30
32820	WESTERN STATES EQUIPMEN	INV000738014	WINTER CUTTING EDGES	08/14/18	314.98
T	otal WESTERN STATES EQUIPMEN	IT CO.:			7,303.77
	PETERSON P.A.				
32910	WHITE PETERSON P.A.	129873	FLYNN NEIGHBORHOOD ASSOC	08/31/18	287.50
T	otal WHITE PETERSON P.A.:				287.50
WIENH	OFF DRUG TESTING				
33040	WIENHOFF DRUG TESTING	78268	PRE-EMPLOYMENT TEST	09/01/18	45.00
T	otal WIENHOFF DRUG TESTING:				45.00
WILBU	R-ELLIS COMPANY LLC				
33060	WILBUR-ELLIS COMPANY LLC	12204167	ROZOL POCKET GOPHER BT BB	09/17/18	437.50
33060	WILBUR-ELLIS COMPANY LLC	12204873	TRANSLINE, SNAPSHOT, PLATE	09/17/18	135.00
33060	WILBUR-ELLIS COMPANY LLC	12204873	TRANSLINE, SNAPSHOT, PLATE	09/17/18	835.00
T	otal WILBUR-ELLIS COMPANY LLC:				1,407.50
G	rand Totals:				535,642.00

CITY OF McCALL			val Report - Library - Vendor es: 9/7/2018-9/20/2018	Page: 1 Sep 20, 2018 03:01PM	
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
ALBERTSONS	S LLC ERTSONS LLC	806321-09171	SUPPLIES - DOING DEMOCRACY	09/18/18	7.37
		000021 00171	COLLEGE DOING DEMOCRATOR	00/10/10	
l otal AL	BERTSONS LLC:				7.37
	THOUSE OF McCALL INC NE PLAYHOUSE OF McCAL	20191918	RENTAL - FILM SOCIETY SHOWI	09/19/18	100.00
Total AL	PINE PLAYHOUSE OF McCA	ALL INC:			100.00
AMAZON.COM	М				
2320 AMA	ZON.COM	435746536976	BOOKS	08/24/18	11.97
	ZON.COM	444698797743	VIDEO	08/28/18	10.38
	ZON.COM	444959533639	BOOKS	08/24/18	17.12
	ZON.COM	446747886869	BOOKS	08/31/18	12.14
	ZON.COM ZON.COM	458638639954	BOOKS	08/24/18	20.01
2320 AMAZ		466994993934	BOOKS	09/01/18	38.17
	ZON.COM ZON.COM	467553756436	AUDIO/VIDEO	09/07/18	35.05
	ZON.COM ZON.COM	473767755489	BOOKS	08/25/18	20.94
	ZON.COM ZON.COM	597359878838	VIDEO	08/28/18	21.85
	ZON.COM ZON.COM	635339695988	VIDEO	09/04/18	189.49
	ZON.COM ZON.COM	647499948664	AUDIO/VIDEO	09/04/18	20.94
	ZON.COM ZON.COM	647663836433	BOOKS	09/07/18	176.32
	ZON.COM ZON.COM		VIDEO		176.32
		748366957594	_	08/28/18	
	ZON.COM	775976865848	OFFICE SUPPLIES	09/06/18	62.24
2320 AMAZ	ZON.COM	777584444956	BOOKS	08/24/18	13.25
Total AM	MAZON.COM:				665.86
BAKER & TAY					
	ER & TAYLOR BOOKS	4012310482	BOOKS	09/04/18	37.51
3700 BAKE	ER & TAYLOR BOOKS	4012323239	BOOKS	09/17/18	189.35
Total BA	AKER & TAYLOR BOOKS:				226.86
GALE/CENGA	AGE LEARNING INC				
11625 GALE	E/CENGAGE LEARNING IN	64802310	BOOKS	09/05/18	100.06
11625 GALE	E/CENGAGE LEARNING IN	64802656	BOOKS	09/05/18	46.13
Total GA	ALE/CENGAGE LEARNING IN	IC:			146.19
RICOH AMERI	ICAS CORP.				
	OH AMERICAS CORP.	9026559792-L	RICOH MPC2003 MAINT. AGREE	09/01/18	29.17
	OH AMERICAS CORP.	9026559792-L	RICOH MPC2003 MAINT. AGREE	09/01/18	98.12
Total RI	COH AMERICAS CORP.:				127.29
RUBIN, JACKI	I				
99412 RUBI		20180912	REIMB FILM NIGHT POSTERS/	09/12/18	67.12
Total RU	JBIN, JACKI:				67.12
VERIZON WIR					
32020 VERI	ZON WIRELESS	9813853827	#965453972 - LIBRARY	09/01/18	52.99

CITY OF McC	CALL	Payment Approval Rep Report dates: 9/7	•	Se	Page: 2 ep 20, 2018 03:01PM
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total V	ERIZON WIRELESS:				52.99
Grand	Totals:				1,393.68

# McCALL CITY COUNCIL AGENDA BILL

216 East Park Street McCall, Idaho 83638

Number AB 18-229

Meeting Date September 27, 2018

	AGENDA ITEM INFO	RMATION		
SUBJECT:		Department Approvals	Initials	Originator or Supporter
Treasurer's Re	eport as Required by IC 50-208	Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer	RS	Originator
		Community Development	,	
		Police Department		
		Public Works		
		Golf Course		
COST IMPACT:	N/A	Parks and Recreation		
<b>FUNDING</b>	N/A	Airport		
SOURCE:		Library		
TIMELINE:	Report Only	Information Systems		
		Grant Coordinator		

#### **SUMMARY STATEMENT:**

Treasurer's report of accounts and activity of office during the month of August, 2018 regarding care, management, or disposition of moneys, property, or business of the City.

Attached is the August, 2018 Report.

#### **RECOMMENDED ACTION:**

The Council shall examine the report and determine whether additional information from the Treasurer is required.

		RECORD OF COUNCIL ACTION
<b>MEETING DATE</b>	<b>ACTION</b>	

### City of McCall, Idaho Monthly Financial Dashboard Issued on Sept. 14, 2018



Reporting Period: August 2018

Our Investments and	cus	π
Balances as of August 2018		
General Fund – Cash & Investmen	nts	
August 2018	\$	5,790,408
August 2017	\$	6,000,002
Unavailable Cash Reserves	\$	1,580,330
Restricted Cash - Franchise Fees	\$	1,852,093
Available Cash	\$	2,357,985
Streets Fund - Cash & Investment	t <u>s</u>	
August 2018	\$	1,196,382
August 2017	\$	1,505,943
Unavailable Cash Reserves	\$	449,914
Available Cash	\$	746,468
Library Fund - Cash & Investmen	<u>ıts</u>	
August 2018	\$	583,743
August 2017	\$	569,778
Unavailable Cash Reserves	\$	111,254
Restricted Cash - Bldg Fund	\$	375,435
Available Cash	\$	97,054
Recreation Fund - Cash & Investr	nents	_
August 2018	\$	576,467
August 2017	\$	359,087
Unavailable Cash Reserves	\$	236,870
Available Cash	\$	339,597
Airport Fund - Cash & Investmen	ı <u>ts</u>	
August 2018	\$	56,292
August 2017	\$	66,656
Unavailable Cash Reserves	\$	75,387
Available Cash	\$	(19,095)
Capital Projects Fund-Cash & Inv	vestm	<u>ents</u>
August 2018	\$	(9,608)
August 2017	\$	(11,494)
Local Option Tax - Cash & Invest	ment	<u>s</u>
August 2018	\$	2,829,433
August 2017	\$	2,130,582
Available Cash	\$	698,851

Major Fund Cash	F	lows		
				As % of FY13-FY1
General Fund Revenues and			<u>Budget</u>	Avg. Actual
Fiscal Year 2018 Budget		9,099,602		
Revenues to Date	\$	6,531,107	71.77%	121.94%
Expenditures to Date	\$	6,159,436	67.69%	131.49%
Revenues over Expenditures	\$	371,670		
Street Fund Revenues and E	xpen	<u>iditures</u>		
Fiscal Year 2018 Budget	\$	2,492,802		
Revenues to Date	\$	1,642,995	65.91%	87.79%
Expenditures to Date	\$	1,998,946	80.19%	114.06%
Revenues over Expenditures	\$	(355,951)		
Library Fund Revenues and	Exp	<u>enditures</u>		
Fiscal Year 2018 Budget	\$	599,728		
Revenues to Date	\$	432,258	72.08%	95.25%
Expenditures to Date	\$	391,006	65.20%	96.05%
Revenues over Expenditures	\$	41,252		
Recreation Fund Revenues a	nd E	Expenditures		
Fiscal Year 2018 Budget	\$	1,541,792		
Revenues to Date	\$	969,943	62.91%	95.25%
Expenditures to Date	\$	923,513	59.90%	96.05%
Revenues over Expenditures	\$	46,430		
Airport Fund Revenues and	Exp	enditures		
Fiscal Year 2018 Budget	\$	5,576,622		
Revenues to Date	\$	1,665,764	29.87%	316.42%
Expenditures to Date	\$	2,139,324	38.36%	460.65%
Revenues over Expenditures	\$	(473,560)		
Local Option Tax - Streets F	und	Revenues an	d Expendi	tures
Fiscal Year 2018 Budget		3,579,934		
Revenues to Date	\$	1,810,738	50.58%	304.66%
Expenditures to Date	\$	980,806	27.40%	627.87%
Revenues over Expenditures	\$	829,932		
Water Fund Revenues and E	Expe	nditures		
Fiscal Year 2018 Budget	\$	3,482,683		
Revenues to Date	\$	2,412,179	69.26%	102.46%
Expenditures to Date	\$	2,346,493	67.38%	122.65%
Revenues over Expenditures	\$	65,685		

### City of McCall, Idaho Monthly Financial Dashboard Issued on Sept. 14, 2018



Reporting Period: August 2018

Specific Revenue	Co	llection	es at a C	Hance
			As % of	As % of FY13-
Property Tax Collection			Budget	FY17 Avg.
Fiscal Year 2018 Budget	\$	5,519,101		
Revenues to Date	\$	5,586,494	101.22%	113.98%
State Shared Revenue Colle	ectio	<u>n</u>		
Fiscal Year 2018 Budget	\$	900,054		
Revenues to Date	\$	740,629	82.29%	103.23%
Building Permit Revenue C	ollec	etion_		
Fiscal Year 2018 Budget	\$	225,000		
Revenues to Date	\$	323,228	143.66%	164.18%
Local OptionTax - Tourism	ı Rev	enue Colle	ction_	
Fiscal Year 2018 Budget	\$	500,131		
Revenues to Date	\$	444,400	88.86%	201.73%
Local OptionTax - Streets 1	Reve	nue Collecti	ion*	
Fiscal Year 2018 Budget	\$	1,613,000		
Revenues to Date	\$	1,535,145	95.17%	267.28%
*New Tax and Fund as of January I	, 2016	δ (percent avg.	is 2 year comp	arison)

Our Investments and Constances as of August 2018	
Datalices as Of August 2016	
Golf Fund - Cash & Investments	
August 2018	\$ 120,789
August 2017	\$ 170,261
Unavailable Cash Reserves	\$ 205,110
Available Cash	\$ (84,321)
Water Fund - Cash & Investments	
August 2018	\$ 4,100,482
August 2017	\$ 3,980,854
Unavailable Cash Reserves	\$ 515,500
Restricted Cash - DEQ Loan Reserve	\$ 374,735
Available Cash	\$ 3,210,247

	J	ncy	As % of FY13-						
		As % of	FY17 Avg.						
peı	nditures	Budget	Actual	Urban Renewal Fund-Cash	& I1	nvestment	<u>s</u>		
\$	1,093,700			August 2018			\$	827,509	
\$	766,193	70.06%	122.92%	August 2017			\$	1,018,976	
\$	943,781	86.29%	107.84%	Unavailable Cash Reserves			\$	100,000	
\$	(177,589)			Restricted Cash - Bond Reserv	ves		\$	484,024	
				Available Cash			\$	243,485	
C	ollection								
\$	658,200								
\$	758,604	115.25%	121.97%						
is	on								
				Fiscal Year 2017: August					
c <u>y</u>			Percentage	McCall Redevelopment Age	ncy				Percentage
\$	1,093,700			Fiscal Year 2017 Budget	\$	651,300			
\$	766,193		70.06%	Revenues to Date	\$	664,262			101.99%
\$	943,781		86.29%	Expenditures to Date	\$	482,722			74.12%
\$	(177,589)			Revenues over Expenditures	\$	181,540			
	\$ \$ \$ \$ C \$ \$	\$ 943,781 \$ (177,589) Collection \$ 658,200 \$ 758,604 ison	* 1,093,700 \$ 766,193 70.06% \$ 943,781 86.29% \$ (177,589)  **Collection \$ 658,200 \$ 758,604 115.25%  **CY \$ 1,093,700 \$ 766,193 \$ 943,781	benditures         Budget         Actual           \$ 1,093,700         \$ 766,193         70.06%         122.92%           \$ 943,781         86.29%         107.84%           \$ (177,589)         Collection         \$ 658,200           \$ 758,604         115.25%         121.97%           Percentage         \$ 1,093,700           \$ 766,193         70.06%           \$ 943,781         86.29%	Sample   Budget   Actual   Urban Renewal Fund-Cash	Sample   Budget   Actual   Crban Renewal Fund-Cash & Incomplete	No.   Percentage   Percentage	Note	Name

### City of McCall, Idaho Monthly Financial Dashboard Issued on Sept. 14, 2018



### Reporting Period: August 2018

Our Cash Flows Pr	ior	Year Comp	parison				
August 2018				August 2017			
General Fund			Percentage	General Fund			Percentage
Fiscal Year 2018 Budget	\$	9,099,602		Fiscal Year 2017 Budget	\$	6,702,536	
Revenues to Date	\$	6,531,107	71.77%	Revenues to Date	\$	5,858,618	87.41%
Expenditures to Date	\$	6,159,436	67.69%	Expenditures to Date	\$	4,571,218	68.20%
Revenues over Expenditures	\$	371,670		Revenues over Expenditures	\$	1,287,400	
Streets Fund				Streets Fund			
Fiscal Year 2018 Budget	\$	2,492,802		Fiscal Year 2017 Budget	\$	2,212,548	
Revenues to Date	\$	1,642,995	65.91%	Revenues to Date	\$	1,631,274	73.73%
Expenditures to Date	\$	1,998,946	80.19%	Expenditures to Date	\$	1,370,252	61.93%
Revenues over Expenditures	\$	(355,951)		Revenues over Expenditures	\$	261,022	
<u>Library Fund</u>				<b>Library Fund</b>			
Fiscal Year 2018 Budget	\$	599,728		Fiscal Year 2017 Budget	\$	518,052	
Revenues to Date	\$	432,258	72.08%	Revenues to Date	\$	492,652	95.10%
Expenditures to Date	\$	391,006	65.20%	Expenditures to Date	\$	380,984	73.54%
Revenues over Expenditures	\$	41,252		Revenues over Expenditures	\$	111,669	
Recreation Fund				Recreation Fund			
Fiscal Year 2018 Budget	\$	1,541,792		Fiscal Year 2017 Budget	\$	1,446,186	
Revenues to Date	\$	969,943	62.91%	Revenues to Date	\$	969,382	67.03%
Expenditures to Date	\$	923,513	59.90%	Expenditures to Date	\$	1,022,296	70.69%
Revenues over Expenditures	\$	46,430		Revenues over Expenditures	\$	(52,914)	
Airport Fund				Airport Fund			
Fiscal Year 2018 Budget	\$	5,576,622		Fiscal Year 2017 Budget	\$	4,420,164	
Revenues to Date	\$	1,665,764	29.87%	Revenues to Date	\$	704,265	15.93%
Expenditures to Date	\$	2,139,324	38.36%	Expenditures to Date	\$	861,811	19.50%
Revenues over Expenditures	\$	(473,560)		Revenues over Expenditures	\$	(157,547)	
Local Option Tax (Streets) Fu	<u>nd</u>			<b>Local Option Tax (Streets) F</b>	und	<u>[</u>	
Fiscal Year 2018 Budget	\$	3,579,934		Fiscal Year 2017 Budget	\$	2,856,827	
Revenues to Date	\$	1,810,738	50.58%	Revenues to Date	\$	1,399,963	49.00%
Expenditures to Date	\$	980,806	27.40%	Expenditures to Date	\$	407,428	14.26%
Revenues over Expenditures	\$	829,932		Revenues over Expenditures	\$	992,535	
Golf Fund				Golf Fund			
Fiscal Year 2018 Budget	\$	1,134,019		Fiscal Year 2017 Budget	\$	936,652	
Revenues to Date	\$	884,185	77.97%	Revenues to Date	\$	745,189	79.56%
Expenditures to Date	\$	838,553	73.95%	Expenditures to Date	\$	671,419	71.68%
Revenues over Expenditures	\$	45,632		Revenues over Expenditures	\$	73,770	
Water Fund				Water Fund			
Fiscal Year 2018 Budget	\$	3,482,683		Fiscal Year 2017 Budget	\$	2,414,834	
Revenues to Date	\$	2,412,179	69.26%	Revenues to Date	\$	2,171,452	89.92%
Expenditures to Date	\$	2,346,493	67.38%	Expenditures to Date	\$	1,945,319	80.56%
Revenues over Expenditures	\$	65,685		Revenues over Expenditures	\$	226,133	

# McCALL CITY COUNCIL AGENDA BILL

216 East Park Street McCall, Idaho 83638

Number AB 18-230

Meeting Date September 27, 2018

	AGENDA ITEM INFORMATION							
SUBJECT:		Department Approvals	Initials	Originator or				
	prove the Consent to Assignment of	Mayor / Council City Manager	Supporter					
Lease for Hangar 608		Clerk	ABS					
		Treasurer						
		Community Development						
		Police Department						
		Public Works						
		Golf Course						
COST IMPACT:	N/A	Parks and Recreation						
<b>FUNDING</b>	N/A	Airport	JAS	Originator				
SOURCE:		Library	Air					
TIMELINE:	Immediate	Information Systems						
		Grant Coordinator						

#### **SUMMARY STATEMENT:**

Idaho First Bank has requested consideration for issuance of a landowner's consent to assignment for Hangar 608. A landlord's consent to assignment of a lease allows a lender, Idaho First Bank in this case, to step into the position of the lessee should the lessee default or be in danger of defaulting upon the lease agreement for this hangar. In the scenario of a default, the lender then becomes the lessee until the defect is cured, and the lender fulfills the terms of the lease agreement. The attached consent form was prepared by Idaho First Bank.

#### **RECOMMENDED ACTION:**

Approve the Landlord's Consent to Assignment of Hangar 608 and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION								
<b>MEETING DATE</b>	ACTION							

#### RECORDATION REQUESTED BY:

Idaho First Bank MCCALL COMMERCIAL LENDING 475 E DEINHARD LN MCCALL, ID 83638

#### WHEN RECORDED MAIL TO:

Idaho First Bank PO BOX 332 New Meadows, ID 83654

#### SEND TAX NOTICES TO:

Idaho First Bank MCCALL COMMERCIAL LENDING 475 E DEINHARD LN MCCALL, ID 83638

FOR RECORDER'S USE ONLY

#### LANDLORD'S CONSENT TO ASSIGNMENT

THIS LANDLORD'S CONSENT TO ASSIGNMENT is entered into among James L Mullett and Cynthia C Mullett ("Borrower"), whose address is PO BOX 104, McCall, ID 83638; Idaho First Bank ("Lender"), whose address is MCCALL COMMERCIAL LENDING, 475 E DEINHARD LN, MCCALL, ID 83638; and City of McCall, an Idaho Municipal Corporation ("Landlord"), whose address is 216 E Park St, McCall, ID 83638. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Property. Some or all of the Property may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Property and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows.

PROPERTY DESCRIPTION. The word "Property" means certain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including without limitation the following specific property:

336 Deinhard Lane Hangar No 608

BORROWER'S ASSIGNMENT OF LEASE. Borrower hereby assigns to Lender all of Borrower's rights in the Lease, as partial security for the Loan. The parties intend that this assignment will be a present transfer to Lender of all of Borrower's rights under the Lease, subject to Borrower's rights to use the Premises and enjoy the benefits of the Lease while not in default on the Loan or Lease. Upon full performance by Borrower under the Loan, this assignment shall be ended, without the necessity of any further action by any of the parties. This assignment includes all renewals of and amendments to the Lease or the Loan, until the Loan is paid in full. No amendments may be made to the Lease without Lender's prior written consent, which shall not be unreasonably withheld or delayed.

CONSENT OF LANDLORD. Landlord consents to the above assignment. If Borrower defaults under the Loan or the Lease, Lender may reassign the Lease, and Landlord agrees that Landlord's consent to any such reassignment will not be unreasonably withheld or delayed. So long as Lender has not entered the Premises for the purpose of operating a business, Lender will have no liability under the Lease including without limitation liability for rent. Whether or not Lender enters into possession of the Premises for any purpose, Borrower will remain fully liable for all obligations of Borrower as lessee under the Lease. While Lender is in possession of the Premises, Lender will cause all payments due under the Lease and attributable to that period of time to be made to Landlord. If Lender later reassigns the Lease or vacates the Premises, Lender will have no further obligation to Landlord.

LEASE DEFAULTS. Both Borrower and Landlord agree and represent to Lender that, to the best of their knowledge, there is no breach or offset existing under the Lease or under any other agreement between Borrower and Landlord. Landlord agrees not to terminate the Lease, despite any default by Borrower, without giving Lender written notice of the default and an opportunity to cure the default within a period of sixty (60) days from the receipt of the notice. If the default is one that cannot reasonably be cured by Lender (such as insolvency, bankruptcy, or other judicial proceedings against Borrower), then Landlord will not terminate the Lease so long as Landlord receives all sums due under the Lease for the period during which Lender is in possession of the Premises, or so long as Lender reassigns the Lease to a new lessee reasonably satisfactory to Landlord.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement: This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Property for the Loan; including without limitation extending, rearranging, or accelerating any of the Loan indebtedness.

**AMENDMENTS.** What is written in this Agreement is Landlord's entire agreement with Lender concerning the matters covered by this Agreement. To be effective, any change or amendment to this Agreement must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

NO WAIVER BY LENDER. Landlord understands Lender will not give up any of Lender's rights under this Agreement unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Landlord will not have to comply with the other provisions of this

### LANDLORD'S CONSENT TO ASSIGNMENT (Continued)

Loan No: 18120 (Continued) Page 2

Agreement. Landlord also understands that if Lender does consent to a request, that does not mean that Landlord will not have to get Lender's consent again if the situation happens again. Landlord further understands that just because Lender consents to one or more of Landlord's requests, that does not mean Lender will be required to consent to any of Landlord's future requests. Landlord waives presentment, demand for payment, protest, and notice of dishonor. Landlord waives all rights of exemption from execution or similar law in the Property, and Landlord agrees that the rights of Lender in the Property under this Agreement are prior to Landlord's rights while this Agreement remains in effect.

**SEVERABILITY.** If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

**DEFINITIONS.** The following words shall have the following meanings when used in this Agreement:

Agreement. The word "Agreement" means this Landlord's Consent to Assignment, as this Landlord's Consent to Assignment may be amended or modified from time to time, together with all exhibits and schedules attached to this Landlord's Consent to Assignment from time to time.

**Borrower.** The word "Borrower" means James L Mullett and Cynthia C Mullett and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the note or credit agreement dated August 28, 2018, in the principal amount of \$202,100.00 from James L Mullett and Cynthia C Mullett to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the note or credit agreement.

Landlord. The word "Landlord" means City of McCall, an Idaho Municipal Corporation, and is used for convenience purposes only. Landlord's interest in the Premises may be that of a fee owner, lessor, sublessor or lienholder, or that of any other holder of an interest in the Premises which may be, or may become, prior to the interest of Lender.

Lease. The word "Lease" means that certain lease of the Premises, dated August 23, 2018, between Landlord and Borrower..

**Lender.** The word "Lender" means Idaho First Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced.

Premises. The word "Premises" means the real property located in Valley County, State of Idaho, commonly known as 336 Deinhard Lane Hangar No 306, McCall, ID 83638, and legally described as:

See Attached Exhibit A Property tax Identification number is LRM03990080C1A.

**Property.** The word "Property" means all of Landlord's right, title and interest in and to all the Property as described in the "Property Description" section of this Agreement.

BORROWER AND LANDLORD ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S CONSENT TO ASSIGNMENT, AND BORROWER AND LANDLORD AGREE TO ITS TERMS. THIS AGREEMENT IS DATED AUGUST 28, 2018.

BORROWER:

Cynthia C

LENDER:

1

Jordan McCumber, Loan Officer

IDAHO FIRST BANK

City of McCall, an Idaho Municipal Corporation

Page 65 of 273

## LANDLORD'S CONSENT TO ASSIGNMENT (Continued)

Loan No: 18120

Page 3

INDIVIDUAL AC	CKNOWLEDGMENT
72	
STATE OF	
COUNTY OF VALUEY	) SS
This record was acknowledged perfore on Mullett.  NOTARLE	Notary Public in and for the State of My commission expires
INDIVIDUAL AC	CKNOWLEDGMENT
STATE OF	3
COUNTY OF	) SS
This record was acknowledged before me on Corporation.	20 by City of McCall, an Idaho Municipal
	Notary Public in and for the State of
	My commission expires
LENDER ACK	NOWLEDGMENT
Idaha	
STATE OF COMPONENTS	) ss
COUNTY OF Valley	
This record was acknowledged before me on Hugust	28 <sup>+h</sup> 20 18 by Jordan McCumber as Loan Officer
KIMBERLY L BROWN Notary Public State of Idaho	Notary Public in and for the State of Jacko  My commission expires May 31, 2023

# LANDLORD'S CONSENT TO ASSIGNMENT (Continued)

Loan No: 18120 (Continued) Page 4

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# McCALL CITY COUNCIL AGENDA BILL

216 East Park Street McCall, Idaho 83638

Number AB 18-236

Meeting Date September 27, 2018

	AGENDA ITEM INFORMATION							
SUBJECT:		Department Approvals	Initials	Originator				
				or				
D 44 4	41 C • 4			Supporter				
Request to App	prove the Service Agreement	Mayor / Council						
Revision with	Alsco to add Rug Cleaning Services	City Manager	ABS					
	Annex, and the Library.	Clerk						
Jor Cuy Han, A	Annex, and the Library.	Treasurer	R5	Supporter				
		Community Development						
		Police Department						
		Public Works						
		Golf Course						
COST IMPACT:	Reduction in existing paid services	Parks and Recreation	KW	Originator				
<b>FUNDING</b>	FUNDING City Hall and Library Operating							
SOURCE:		Library						
TIMELINE:	September 27, 2018	Information Systems						
	_	Grant Coordinator						

#### **SUMMARY STATEMENT:**

The Ameripride 5-year contract for throw rug cleaning services is up for renewal in October 2018. Staff would like to cancel the contract due to the restrictiveness of the contract and significant fee increases throughout the terms of the contract without any opportunity to cancel during the contract's life span. Currently, Public Works and the Golf Course use Alsco for their rug cleaning services which provides better pricing and flexible contractual agreements.

Ameripride bills the City \$140.30 for bi-weekly services (a price increase is expected), but those same services with Alsco would be approximately \$96.00 on a bi-weekly rate. This is a reduction of \$44.30 per service period or approximately \$1151.80 per year. As the City already has an account with Alsco, this would simply be an addition to the existing services.

Staff recommendation is to not renew with Ameripride and add to the contract with Alsco for throw rug cleaning services for City Hall, the Annex, and the Library.

The service agreement schedule and proposal are attached. The contract will be available at the meeting.

#### **RECOMMENDED ACTION:**

Approve the service agreement revision with Alsco to add rug cleaning services for City Hall, Annex, and the Library, and approve the Mayor to sign all necessary documents.

		RECORD OF COUNCIL ACTION
<b>MEETING DATE</b>	ACTION	



## SERVICE AGREEMENT SCHEDULE A

Locat			Route # 06		op # S 🗌	М	] T 🔽	Z W		ГН	] F[	S		Frequency:	Weekly	EO	W E4	W 🔲 E87	w 🔲
New	Account ✓	Additio	nal New Item	Inc	rease Inventory [	] Garı	ment	Upgra	ade [	Re	enewa	al 🔲				Week:	A 🔲 B 🗀	$\Box$ C $\Box$ D	) 🗌
Deliver To: CITY OF MCCALL (PARKS DEPARTMENT)				Bill	Bill To: CITY OF MCCALL Irregular  Flat Rate									Rate F	lex 🗌				
Address 300 E PARK ST			Address 216 PARK ST									SIC Co	de J-91						
City,	State, Zip M	MCCALL II	DAHO 83635			City	, Stat	e, Zip	MC(	CALL	IDAH	O 8363	88			Special	Billing		
Phone	(208) 634-6	609				Pho	ne (20	08) 634	-4168							Special	Items		
Key (	Contact & T	itle ED HI	EIDER			Key	Cont	act &	Title	ed l	ED HE	CIDER				# Dupli	cate Invoi	ces	
E-Ma	il Address	eheider@m	call.id.us			E-M	Iail A	ddres	S							# Retur	ned Signe	d	
Webs	ite					Wel	site									PO#			
Deliv	ery Minimu	m \$30	Special Deliver	y Chai	rge	COI	$\Box$	Cha	arge A	Appli	ed Fo	or 🗸				Sales C	ode		
Time			Time Clos	se		Con	tract (	Class								Salespe	rson KIRK	BROCK	
Tax	Exemp	ot 🗸 #				Con	tract 1	Expir	ation	Date	;					Page	of	pa	ges
			Wearer			Net to		D 1		0 1	.,.	the land		[ ·					
Line			wearer					Dei	livery	Quant	ities		Total	Inventory M	inimum 	Invoice	Unit	Replace- ment	Inv Maint.
No.	Item No.	Code	Name	Size	Item Description/C	Color	1 <sup>st</sup>	2 <sup>nd</sup>	3rd	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	Inv	Billing%	Qty.	Rule	Price	Charge	%
				3x4	CHARCOAL		4	4					8	50%			\$ 2.5000	\$45.00	
				4x6	CHARCOAL		1	1					2	50%			\$ 3.5000	\$75.00	
				3X10	CHARCOAL		5	5					10	50%			\$ 4.5000	\$95.00	
TOOLID	D 1 mp					V 000000 00													
ISSUE	DATE:	WEGDILG	TILL D GDG		INVOICE D		10/16	10/23		San 2 1 1 123									
		NIFORM C			Invoice Servi	ce Cha	rge		%				21	Notes:					
Name I	Charge Emblem		Price/Each		SF			+	0%	+	\$12	2.00							
	ny Emblem			-	Garment Inve	ntory N	lainten	ance	70	De	ice/Eac	ah	22						
	tion Charge				Shirts	ntory iv	iamich	ance		111	icc/ La	CII	-						
	e Charge				Pants, Coats, Jack	cets			+				+						
Other:				$\neg \neg$	Blended Coverall								$\dashv$	L					
	New A			$\overline{}$	Cotton Coveralls								1	Х. с	ustome	r's Initial	S		
	200 SECOND 61		•				Pa	ae 69	l of 273				_	/6					

### **Pre-Delivery Checklist**

Alsco billing has been explained to the customer, including 52-week service system.	
Credit approval policy, payment terms (net 10 days) and finance charge have been explained to the customer, including options of payment (Cash, Check, Visa, MC, Amex, Diners Club).	
Customer is aware of Service Charge.	
Weekly Minimum Charge has been explained to the customer.	
Inventory Maintenance Fee (IMF) has been explained to the customer.	
Garment prep (including style, size and <i>color changes</i> ) has been explained to the customer.	
Replacement charges for lost or damaged garments and dispensers have been explained to the customer.	
Service guarantee has been explained to the customer.	
A-Track option has been explained to the customer.	
Installation date has been explained to the customer.	
Isco Representative: Jun Jun Title: S.C.	শক্
sustomer Representative:Title:	
General Manager:	



CITY OF McCALL WEEKLY

## CONFIDENTIAL SAMPLE INVOICE PROPOSAL

Kirk Brock 2254 Braniff Street Boise, ID 83707 208-577-8812

EXCLUSIVELY PREPARED FOR:

Company:

Name of Company

Value Added S	ervices
---------------	---------

Attn: CITY OF McCALL							
Address:							
City/St/Zip:							
Phone:	Fax:						
Date:	WEEKLY SERVICE:	Email:					
	WEEKLY SERVICE.						
Item Description	PRICE	WEEKLY USAGE	Totals				
4X6 MAT	\$3.50	1	\$3.50				
3X4 MAT	\$2.50	4	\$10.00				
3X10 MAT	\$4.50	5	\$22.50				
			\$0.00				
			\$0.00				
			\$0.00				
			\$0.00				
			\$0.00				
			\$0.00				
			\$0.00				
			\$0.00				
			\$0.00				
			\$0.00				
			\$0.00				
,			\$0.00				
			\$0.00				
			\$0.00				
			\$0.00				
			\$0.00				
Proposal expires: 10/19/2018		SubTotal	\$36.00				
· · · · · · · · · · · · · · · · · · ·		Inventory Maintenance					
		Service Charge	\$12.00				
	All Charges in	ncluding Service Charge	\$48.00				

HOSPITALITY	HOSPITALITY SERVICES							
Napkins	Table Cloths							
Bar Towels	Aprons							
Glass Towels	Chef Coats							
Grill Pads	Chef Pants							
HOTEL LINENS								
Bed Linens	Bath Towels							
Blankets	Bath Mats							
	SERVICES .							
Hand Soap	Auto Flush							
Paper Towels	<b>Auto Faucets</b>							
Bath Tisue	Air Freshners							
MATS / DUS	ST CONTROL							
Wet Mops	Logo Mats							
Dust Mops	Anti-Fatigue							
Microfiber Mops	Walk-off Mats							
HEAL	THCARE							
Barrier Gowns	Patient Gowns							
Scrubs	Lab Coats							
INDUSTE	RIAL WEAR							
Shirts & Pant	Jackets							
Coveralls	ShopTtowels							

#### WEEKLY SERVICE INCLUDES:

PICK UP AND DELIVERY OF SOILED AND CLEAN GOODS CONTINUAL MAINTENANCE OF THE ITEMS CONTINUAL REPLENISHMENT OF GOODS



### CONFIDENTIAL SAMPLE INVOICE PROPOSAL

Kirk Brock 2254 Braniff Street Boise, ID 83707 208-577-8812

Value Added Services

EXCLUSIVELY PREPARED FOR:

Name of Company

HOSPITALITY SERVICES					
Napkins	Table Cloths				
Bar Towels	Aprons				
Glass Towels	Chef Coats				
Grill Pads	Chef Pants				
HOTEL LINENS					
Bed Linens	Bath Towels				
Blankets	Bath Mats				
FACILITY	SERVICES				
Hand Soap	Auto Flush				
Paper Towels	Auto Faucets				
Bath Tisue	Air Freshners				
MATS / DUST CONTROL					
Wet Mops	Logo Mats				
Dust Mops	Anti-Fatigue				
Microfiber Mops	Walk-off Mats				
HEALTHCARE					
Barrier Gowns	Patient Gowns				
Scrubs	Lab Coats				
INDUSTRIAL WEAR					
Shirts & Pant	Jackets				

ShopTtowels

Coveralls

\$58.00

Company:	CITY OF McCALL EOW COST			
Attn:	CITY OF McCALL			
Address:				
City/St/Zip:				
Phone:	Fax:			
Date:	Email:			
EVERY OTHER SERVICE				

EVERY OTHER SERVICE						
Item Description	PRICE	WEEKLY USAGE	Totals			
4X6 MAT	\$4.50	1	\$4.50			
3X4 MAT	\$3.50	4	\$14.00			
3X10 MAT	\$5.50	5	\$27.50			
			\$0.00			
			\$0.00			
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			\$0.00			
			\$0.00			
			\$0.00			
			\$0.00			
			\$0.00			
			\$0.00			
Proposal expires: 10/19/2018	\$46.00					
	\$12.00					

#### WEEKLY SERVICE INCLUDES:

PICK UP AND DELIVERY OF SOILED AND CLEAN GOODS CONTINUAL MAINTENANCE OF THE ITEMS CONTINUAL REPLENISHMENT OF GOODS All Charges including Service Charge

216 East Park Street McCall, Idaho 83638

Number AB 18-224

Meeting Date September 27, 2018

AGENDA ITEM INFORMATION					
SUBJECT:		Department Approvals	Initials	Originator or	
Request to Approve the Funding Extension of Local Option Tax application 18-21 City Parks & Recreation Community Summer Movies Program		Mayor / Council City Manager	ABS	Supporter	
		Clerk Treasurer	SXT	Originator Supporter	
to close on Sep	to close on September 30, 2019		gro		
		Police Department Public Works Golf Course			
COST IMPACT:	\$3602.60	Parks and Recreation	KW	Supporter	
FUNDING	FY18 LOT	Airport			
SOURCE:		Library			
TIMELINE:	As part of the FY 18 year-end accounting close out procedures	Information Systems Eco Devo Planner			

#### **SUMMARY STATEMENT:**

The Parks and Recreation Department received Local Option Tax (LOT) funds for their community outdoor movie night program to be held throughout the 2018 summer season in Legacy Park. The first movie was shown in conjunction with the 4<sup>th</sup> of July Lakeside Liberty Fest event and a second during Labor Day weekend. Both events brought in an attendance of approximately 150-200 people and staff received positive feedback.

As there were only two movie events held this past summer in addition of a \$1000 donation received from Cheap Thrills which was applied to the Lakeside Liberty Fest showing, this has left a remaining balance of \$3602.60 of LOT funds. Per auditor requirements, City completion reports are due one year after the funds are awarded or when the project is completed, whichever come first. This project finalized with summer's end so the completion report for application 18-21 was due on September 30, 2018. Staff is requesting to extend the closing date of the application to September 30, 2019 so it will include the 2019 summer season.

The LOT 18-21 Completion Report is attached.

#### **RECOMMENDED ACTION:**

Approve the Funding Extension of Local Option Tax application 18-21 City Parks & Recreation Community Summer Movies Program to close on September 30, 2019.

RECORD OF COUNCIL ACTION				
<b>MEETING DATE</b>	<b>ACTION</b>			
	·			

#### **Local Option Tax**

#### **Project Completion and Verification Report**

FY 18 -- October 1, 2017 through September 30, 2018



216 East Park Street McCall, Idaho 83638

> 208-634-7142 www.mccall.id.us

LOT	Rec	uest	#:	18-	-21
-----	-----	------	----	-----	-----

Organization: City of McCall Parks & Recreation

**Project: Community Summer Movies** 

Amount Awarded: \$4,500

Date Funds Received: June 2018

Date Report is Due: September 30, 2018

Contact	Name:
B 4 = 111 =	A -1 -1

**Kurt Wolf** 

Mailing Address:

216 E. Park Street - McCall, ID 83638

Phone:

208-634-7142

Email: kwolf@mccall.id.us

Project Start Date:

July, 2018 – September, 2018

Project Completion Date:

September, 2018 (possible carryforward to 2019 summer season)

Actual Amount Spent (attach receipts):

\$1,897.40 - 1000 ponetron = 897.40 Remaining BAL \$360260

(Receipts must be attached. No exceptions.)

**Project Description:** 

Request to Extend Project to 9/3/19

The department was funded to show a series of community outdoor movie nights throughout the summer season in Legacy Park. The first movie was shown around the 4<sup>th</sup> of July Lakeside Liberty Fest event with an attendance of approximately 200+ people. The second movie was shown during the Labor Day Weekend with a showing of approximately 150-200 people. Feedback was positive. Funds where supplemented by a \$1,000 donation from Cheap Thrills. With the donation and having only showed two movies there is a surplus of funds we would like to carry forward into the 2019 summer season in an effort to continue this popular community event.

Printed Name:

Kurt Wolf

Date: 09/12/18

Authorized Signature:

## City of McCall Local Option Tax Project Completion and Verification Report

FY 18 -- October 1, 2017 through September 30, 2018

### DO NOT FILL OUT - City of McCall Use Only

y Personi	nel – Verify expenditures and make	e notes nere:
	991·10 + 906·30 + 1,897·40 *	Notall Funds used \$3602.60 left
	1,897.40 + Ponetay,000.00 - 897.40 *	Requesting an extenti into 2019.
	897.40 + 4.500.60 - 4,500.60 -	
	-3,602.60 * Nemanone, Finds	

	•			nation has been review	
erified. The project	has been com	pleted to the spec	ifications outlined	d in the original contra	ct.
Printed Name:	Shay	Tyler	Date:	9/13/16	
Authorized Signatu	re:	O Si	M		

#### McCall Party Rentals

mccallpartyrentals@gmail.com

### **INVOICE**

**BILL TO** 

Parks and Rec Outdoor Movie McCall Parks and Recreation

**INVOICE #** 1333

**DATE** 07/03/2018 **DUE DATE** 07/03/2018

SHIP DATE 07/03/2018	TRACKING NO. Y		
ACTIVITY	QTY	RATE	AMOUNT
<b>Movie Screen</b> Inflatable Movie Screen Entire Package: Screen, Sound System And projector	1	790.00	790.00
Bounce House Bounce Slide 10hr Rental.*Needs 110Volt Power Supply & secured to Ground	1	145.00	145.00
			Subtotal: 935.00
DAMAGE WAIVER Customer Release of Responsibility for accidental damages to rental items (does not cover cleaning costs, lost/stolen items or damages due to negligence). See rental contract for details.	1	0.06	56.10
Delivery&Setup Delivery & Setup of rental inventory. Includes Breakdown for Removal. FREE	1	0.00	0.00
	BALANCE DUE		\$991.10

Page 76 of 273

#### McCall Party Rentals

mccallpartyrentals@gmail.com



### **INVOICE**

**BILL TO** 

Parks and Rec Outdoor Movie McCall Parks and Recreation

ACTIVITY	QTY	RATE	AMOUNT
GEN3000 Honda Generator 3000Watt Inverter 4 hours (DISCOUNT 50%)	1	65.00	65.00T
Movie Screen Inflatable Movie Screen Entire Package: Screen, Sound System And projector Discounted Rate	1	790.00	790.00
			Subtotal: 855.00
DAMAGE WAIVER Customer Release of Responsibility for accidental damages to rental items (does not cover cleaning costs, lost/stolen items or damages due to negligence). See rental contract for details. 6%	1	51.30	51.30
<b>Delivery&amp;Setup</b> Delivery & Setup of rental inventory. Includes Breakdown for Removal. FREE	1	0.00	0.00
	SUBTOTAL TAX (0%)		906.30 0.00
	TOTAL		906.30
	BALANCE DUE		\$906.30

216 East Park Street McCall, Idaho 83638

Number AB 18-231

Meeting Date September 27, 2018

AGENDA ITEM INFORMATION					
SUBJECT:		Department Approvals	Initials	Originator or Supporter	
Request to App	prove the Contingent Revenue and	Mayor / Council			
Contingent Expense Transfers		City Manager	ABS		
		Clerk			
		Treasurer	RS	Originator	
		Community Development			
		Police Department			
		Public Works			
		Golf Course			
COST IMPACT:	\$41,706.89	Parks and Recreation			
<b>FUNDING</b>	Insurance Claims; Grant Funds; Albertson's	Airport			
SOURCE:	Cost Share for Seal Coat Repair; Donations	Library			
TIMELINE:	N/A	Information Systems			
		Grant Coordinator			

#### **SUMMARY STATEMENT:**

The City had claims to ICRMP this year for damage to two decorative light poles for \$3,625 and for damage caused by snow removal activities for \$3,812

Streets received \$18,234 from Albertson's as a cost share for seal coat repair.

The Library received a Rural Community STEM Engagement grant for \$10,000. Grant funds are to be used to purchase equipment for the "Maker Space" for STEM learning in the library and to cover expenses related to hosting a stem learning workshop.

The Parks Department received a donation of \$3,000 from the Central Idaho Mountain Biking Association (CIMBA) to be used for improvements on the Bear Basin trails.

The Airport received \$3,036 from the Idaho Aviation Foundation to create a new pocket park at the airport.

Schedule of Transfer Requests by Fund is attached.

#### **RECOMMENDED ACTION:**

Approve the contingent revenue and contingent expense line item transfers.

RECORD OF COUNCIL ACTION				
<b>MEETING DATE</b>	ACTION			

	Revenue			<u>Expense</u>	
<b>Streets Fund</b> 24-30-070-900.0	Misc. Revenue (increase budget)	25,671.00	24-55-150-590.0 24-55-150-540.0 24-55-150-550.0	Repairs - Other Equipment (increase budget) Street Repair - Patching (increase budget) Street Repair - Lights (increase budget)	3,812.00 18,234.00 3,625.00
24-99-075-100.0	Contingent Revenue (decrease budget)	(25,671.00)	24-99-750-100.0	Contingent Expense (decrease budget)	(25,671.00)
	Total Streets				
Library Fund					
25-30-025-200.0	Grants - Rural Community STEM Engagement Grant	10,000.00	25-60-250-670.0	Grant Expenditures	10,000.00
25-99-075-100.0	Contingent Revenue (decrease budget)	(10,000.00)	25-99-750-100.0	Contingent Expense (decrease budget)	(10,000.00)
	Total Library				
Recreation Fund					
28-30-025-106.0	Grants (increase budget)	3,000.00	28-60-250-660.0	CIMBA Grant (increase budget)	3,000.00
25-99-075-100.0	Contingent Revenue (decrease budget)	(3,000.00)	25-99-750-100.0	Contingent Expense (decrease budget)	(3,000.00)
	Total Recreation				-
Airport Fund					
29-30-025-106.0	Grants (increase budget)	3,036.00	29-60-250-200.0	Grants (increase budget)	3,036.00
29-99-075-100.0	Contingent Revenue (decrease budget)	(3,036.00)	29-99-750-100.0	Contingent Expense (decrease budget)	(3,036.00)
	Total Airport				-

216 East Park Street McCall, Idaho 83638

Number AB 18-234

Meeting Date September 27, 2018

	AGENDA ITEM INFORMATION					
SUBJECT:  Request to Approve the City of McCall and Maverick Towers LLC Road Maintenance		Department Approvals	Initials	Originator or Supporter		
		Mayor / Council				
		City Manager	ABS			
		Clerk	71-2			
Agreement		Treasurer				
		Community Development	MG	Originator		
		Police Department	V I			
		Public Works				
		Golf Course				
COST IMPACT:	n/a	Parks and Recreation				
<b>FUNDING</b>	n/a	Airport				
SOURCE:		Library		·		
TIMELINE:	ASAP	Information Systems				
		Grant Coordinator				

#### **SUMMARY STATEMENT:**

The Valley County Board of Commissioners approved a conditional use permit, CUP-18-01, for a Telecommunication Tower to be located off of Heaven's Gate Road on the Nokes Easement property. As a condition of the project, Maverick Towers LLC and the City of McCall need to enter into a Road Maintenance Agreement. As part of the construction and operation of the cell tower, the Developer will be utilizing the road for access by construction equipment and ongoing maintenance activities. The Agreement outlines of the conditions for maintenance of the road. The agreement has been reviewed and approved by the City Attorney.

The Road Agreement and Access Easement are attached.

#### **RECOMMENDED ACTION:**

Approve the City of McCall and Maverick Towers LLC Road Maintenance Agreement and authorize the Mayor to sign all necessary documents.

		RECORD OF COUNCIL ACTION
<b>MEETING DATE</b>	<b>ACTION</b>	

#### ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF McCALL, IDAHO, hereinafter "City," and MAVERICK TOWERS LLC, a Nevada limited liability company, its successors and assigns, hereinafter "Developer."

#### Recitals

WHEREAS, Developer contemplates constructing a cell phone tower on real property belonging to Aspen Ridge Homeowners' Association, Inc., and Herald Stanger Nokes and Donna Jo Nokes, Trustees of the 2005 Nokes Family Revocable Trust dated August 3, 2005 and Donna Jo Nokes, life tenant, more particularly shown on <a href="Exhibit A">Exhibit A</a> attached hereto (the "property"); and

WHEREAS, the cell tower will be located on the property near an existing City-owned water reservoir/tank; and

WHEREAS, the waterline that runs from the water reservoir/tank to the City's water system is overlaid by a private, City-maintained road (the "road"); and

WHEREAS, as part of the construction and operation of the cell tower, Developer will be utilizing the road for access by construction equipment and ongoing maintenance activities; and

WHEREAS, the City and the Developer will share the use of the road; and

WHEREAS, City and Developer desire to enter into this Agreement concerning their mutual rights and obligations for maintenance and repair of the road.

#### Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, City and Developer agree as follows:

1. <u>Regular, Annual Maintenance of Road</u>: Developer agrees to perform regular, annual maintenance on the existing road and the improved road at Developer's own expense, using Developer's materials, equipment and labor.

- 2. <u>Improvements to Road</u>: Improvements to the road made by Developer will be at the Developer's sole cost and expense.
- Damage to Improved Road: City will establish, through video or other means 3. as determined by the City, a baseline condition of the existing road prior to the start of any construction by Developer to improve the road. City will then monitor the condition of the improved road, on at least an annual basis, to assess its condition and determine if any damage has occurred to the improved road as a result of use by the City or from construction activity or the use of the improved road by service providers to the cell tower. In the event such damage has occurred as a result of construction activity or use by cell tower service providers, Developer will repair any such damage at Developer's sole cost and expense. If continued damage and repair by Developer occurs to the road that jeopardizes its use by the City, then a complete and additional improvement to the improved road will be required to be completed by Developer at Developer's sole cost and expense, subject to the City's review and approval of construction plans. In the event damage has occurred to the improved road through the City's use or through the City's maintenance or repair of the waterline, the City will repair such damage at City's own expense using City's equipment and labor.
- 4. <u>Maintenance, Repair of Waterline</u>: The City shall perform all maintenance and repair of the waterline, using City's equipment and labor. In the event that road maintenance or repair occurs as a result of damage by the Developer, its employees, contractors, representatives, agents, or consultants, and such maintenance requires maintenance or repair of the waterline, the Developer shall reimburse the City for the costs of maintenance or repair of the waterline.
- 5. <u>Deterioration of the Road</u>: If the improved road deteriorates and needs major rehabilitation, or if any of Developer's repairs to the improved road as described in paragraph 3, above, deteriorate and need major rehabilitation, City and Developer agree to share the cost therefor based on relative usage of the road at the proportion of 90% Developer and 10% City, using Developer's equipment and labor. Labor and materials estimate shall be mutually approved by Developer and City prior to performing any work, and shall be invoiced at actual cost in the proportions stated herein.
- 6. <u>Recitals</u>: The above recitals are contractual and binding and are incorporated herein as if set forth in full.
- 7. <u>Continual Use</u>: This Agreement shall continue uninterrupted until it is terminated by the mutual agreement of the parties.
- 8. <u>Insurance</u>: Each party shall maintain a policy of liability insurance, including bodily injury, death and property damage liability insurance or other risk management program, to protect against any and all claims, including all legal liability to the extent insurable and imposed and all court costs and attorneys' fees and expenses, arising out of or

connected with the possession, use, leasing, operation, maintenance or condition of the road, in such amounts as are generally available at commercially reasonable premiums. Coverage shall be for not less than \$500,000.00 single limit.

- 9. <u>Renegotiation</u>: The terms of this Agreement are subject to renegotiation based on substantive changes that might occur to the improved road, such as the City constructing a new water reservoir/tank or waterline, or if Developer should construct additional cell towers or facilities that would necessarily require additional use of the road.
- 10. <u>Situs</u>: This Agreement shall be construed under the laws of the State of Idaho. This Agreement shall inure to and bind the respective heirs, legal representatives, successors and assigns of the parties.
- 11. <u>Remedies</u>: The parties, their heirs, successors and assigns shall have all rights and remedies provided at law or in equity to enforce their rights hereunder. In the event of any action or proceeding by either party hereto against the other, in any way arising out of this Agreement, or attempting to enforce any right herein granted, the losing party shall pay the prevailing party's reasonable attorney fees and costs.
- 12. <u>Entire Agreement</u>: The parties agree that this Agreement constitutes the entire agreement between the parties hereto.
- 13. <u>Severability</u>: In the event any of the provisions of this Agreement shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions of this Agreement.
- 14. <u>Headings</u>: The underlined paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in interpreting or construing this Agreement.
- 15. <u>Binding Effect</u>: The provisions and stipulations of this Agreement shall inure to and bind the assigns and successors in interest of the parties hereto.
- 16. <u>Entity Authority</u>: Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with duly adopted organizational documents or agreements and if appropriate a resolution of the entity, and that this Agreement is binding upon said entity in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

	CITY: CITY OF McCALL, IDAHO
Dated:	
	By: Mayor
	Attest:
	By: City Clerk
	<b>DEVELOPER:</b> MAVERICK TOWERS LLC
Dated:	By: Andy Cockell
STATE OF IDAHO ) ss.	
County of Valley )	
mcCALL, IDAHO, known or iden	, in the year of 20, before me rsonally appeared and ayor and City Clerk, respectively, of THE CITY OF tified to me to be the persons whose names are subscribed owledged to me that they executed the same on behalf of e authorized to do so.
(SEAL)	Notary Public for Idaho
	My Commission Expires:
STATE OF) ss.	
) ss. County of)	
On this day of, personally	, in the year of 20, before me appeared ANDY COCKELL, the
	appeared ANDY COCKELL, the appeared ANDY COCKELL, the anown or identified to me to be the person whose name is t, and acknowledged to me that he executed the same on the days authorized to do so.
(SEAL)	
	Notary Public for
	1.1) Commission Empires.

ja\W:\Work\M\McCall, City of 21684\Road Maintenance Agreement with cell tower developer\Road Maintenance Agreement.rev8.docx

**ROAD MAINTENANCE AGREEMENT - 4** 



1515 S. SHOSHONE ST. BOISE, ID 83705 208.342.7957

www.foxlandsurveys.com

### MT061 HEAVEN'S GATE ACCESS EASEMENT DESCRIPTION

A strip of land 20-feet-wide, within the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 11, Township 18 North, Range 3 East, Boise Meridian, Valley County, Idaho, being a portion of Grantor's parcel (granted under QUITCLAIM DEED Instrument No. 308412) lying 10 feet left and right of the center line, and coincident with a City Easement Recorded as Instrument No. 296460, and more particularly described as follows:

**COMMENCING** at the Quarter Corner common to Sections 10 and 11, thence southerly along the line common to Sections 10 and 11, South 00°05′59″ West, 36.92 feet to centerline of the City Easement Recorded as Instrument No. 296460, and the **POINT OF BEGINNING**;

Thence being coincident with said City Easement centerline the following three (3) courses:

- 1) North 30°31'41" East, 256.61 feet;
- 2) North 54°10'05" East, 229.20 feet;
- 3) North 44°22'34" East, 678.13 feet;

thence leaving the centerline of the existing easement, North 15°58'15" East, 96.86 feet;

thence North 43°30'04" East, 165.97 feet;

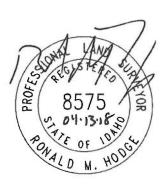
thence parallel to and 10-feet Easterly of the Lease Site, North 00°00'00" East, 63.87 feet to the **POINT OF TERMINUS**.

The sidelines of said strip are to be lengthened or shortened to form a closed figure. Containing 29,813 square feet or 0.684 Acres, more or less.

This description was prepared prior to the field survey and is subject to revisions.

**END OF DESCRIPTION** 

Prepared by: Ronald M. Hodge, PLS Senior Project Manager



RMH:csl



1515 S. SHOSHONE ST. BOISE, ID 83705 208.342.7957 www.foxlandsurveys.com

### MT061 HEAVEN'S GATE ACCESS EASEMENT DESCRIPTION

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- 3) North 44°22'34" East, 678.13 feet;

thence leaving the centerline of the existing easement, North 15°58'15" East, 96.86 feet;

thence North 43°30'04" East, 165.97 feet;

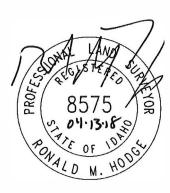
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The sidelines of said strip are to be lengthened or shortened to form a closed figure. Containing 29,813 square feet or 0.684 Acres, more or less.

This description was prepared prior to the field survey and is subject to revisions.

#### **END OF DESCRIPTION**

Prepared by: Ronald M. Hodge, PLS Senior Project Manager



RMH:csl

216 East Park Street McCall, Idaho 83638

Number AB 18-244

Meeting Date September 27, 2018

	AGENDA ITEM INFOR	RMATION		
SUBJECT:		Department Approvals	Initials	Originator or Supporter
Request for Ap	pproval of the Additional Module of	Mayor / Council		
Caselle Online	E/Electronic Payments Software	City Manager	ABS	
Contract	, = coor cross = ayricona = cycross = cycross = c	Clerk		
Comiraci		Treasurer	85	Originator
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
COST IMPACT:	\$5,000 in FY18 and monthly Software Assurance fees of \$70	Parks and Recreation		
<b>FUNDING</b>	General Fund	Airport		
SOURCE:		Library		
TIMELINE:	ASAP	Information Systems		
		Grant Coordinator		

#### **SUMMARY STATEMENT:**

The addition of the Online/Electronic Payments Caselle software module will enable the City of McCall's acceptance of credit cards, electronic funds transfers and online bank bill pay consolidation electronically with full automated integration to Caselle's Cash Receipting module.

A copy of the contract is attached.

#### **RECOMMENDED ACTION:**

Approve the Caselle Online/Electronic Payments software contract and authorize the Mayor to sign all necessary documents.

		RECORD OF COUNCIL ACTION
<b>MEETING DATE</b>	<b>ACTION</b>	

#### Caselle® Software & Services Proposal

### City of McCall, ID

**September 20, 2018** 

(Valid for 90 days)

#### From:

Farrah Brown, Client Relationship Manager fkb@caselle.com



#### Caselle® Software & Services Proposal City of McCall, ID September 20, 2018

#### **Proposal Summary**

Total Investment	\$5,000
Total Setup	2,250
Total Training	500
Total Software License	\$2,250

Software Assurance will increase by \$70 per month.

I have read and agree to purchase the item listed in this proposal.

Signature		
Printed Name & Title		
Date		



#### Caselle® Software & Services Proposal City of McCall, ID September 20, 2018

#### **Proposal Detail**

Caselle® Application Software	License Fees	Training	Setup	Total
Online/Electronic Payments	\$2,250	\$500	\$2,250	\$5,000
Grand Total	\$2,250	\$500	\$2,250	\$5,000

#### **Notes:**

- 1. The training quoted above will take place on-site.
- The monthly credit card and electronic payment transaction fees will be billed by Xpress Bill Pay.

#### Online/Electronic **Payments Setup**

- Set up Online and Electronic Payment Processing (credit cards, electronic funds transfer, and online bank bill pay consolidation).
- Set up Utility Direct Pay.
- Set up Xpress Bill Pay, Caselle's authorized electronic payment vendor, including online bill presentation, online bill history, automatic recurring payments, and payment wallets with full integration to Cash Receipting.

216 East Park Street McCall, Idaho 83638

Number AB 18-232

Meeting Date September 27, 2018

	AGENDA ITEM INFO	ORMATION		
SUBJECT:		Department Approvals	Initials	Originator or Supporter
Presentation o	f Certificate of Appreciation to	Mayor / Council		
David Simmonds for 18 years of service		City Manager	ABS	
Recognition		Clerk	£10	Originator
Recognition		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
COST IMPACT:	N/A	Parks and Recreation		
FUNDING	N/A	Airport		
SOURCE:		Library		
TIMELINE:	N/A	Information Systems		
		Grant Coordinator		

#### **SUMMARY STATEMENT:**

David Simmonds is retiring from the City on September 28, 2018. He has served the City as the Information Systems Manager for 18 years. The City Council would like to present a Certificate of Appreciation for David's dedication and service to the McCall community.

#### **RECOMMENDED ACTION:**

Present the framed certificate to recognize the service of David Simmonds.

		RECORD OF COUNCIL ACTION
<b>MEETING DATE</b>	<b>ACTION</b>	

216 East Park Street McCall, Idaho 83638

Number AB 18-233

Meeting Date September 27, 2018

	AGENDA ITEM INFO	RMATION		
SUBJECT:		Department Approvals	Initials	Originator or Supporter
Local Housing	g in McCall: Generating Ideas and	Mayor / Council		
Solutions Wor	k Session	City Manager	ABS	
	i Session	Clerk		
		Treasurer		
		Community Development	MG	Originator
		Police Department	l l	
		Public Works		
		Golf Course		
COST IMPACT:	\$150,000	Parks and Recreation		
FUNDING	General Fund and LOT	Airport		
SOURCE:		Library		
TIMELINE:	ASAP	Information Systems		
		Grant Coordinator		

#### **SUMMARY STATEMENT:**

In 2018, the McCall City Council adopted *McCall In Motion/City of McCall Housing Strategy* and the *McCall Area Comprehensive Plan*. The Plans outline the need for a Local Housing Program that includes a variety of for sale or rent units with various price points to support a year around community. The intention of the interactive work session is for the Council to come prepared to answer and discuss the following questions:

- 1. What do you think are the important characteristics of local housing?
- 2. How might the City incentivize housing for locals?
- 3. What are your priorities for the expenditure of housing incentives?
- 4. What other ideas to you have?

The results of the work session will create the foundation for staff to work on specific initiatives to encourage and/or create opportunities for a McCall Local Housing Program.

#### **RECOMMENDED ACTION:**

Compile results of the City Council work session and provide direction for staff to draft a Local Housing Program.

		RECORD OF COUNCIL ACTION
<b>MEETING DATE</b>	ACTION	

216 East Park Street McCall, Idaho 83638

Number AB 18-243

Meeting Date September 27, 2018

	AGENDA ITEM INFO	RMATION	T	1
SUBJECT:		Department Approvals	Initials	Originato or Supporter
Request to Ap	prove the Appointment of Two New	Mayor / Council		
Commissioner	rs to the McCall Area Planning and	City Manager	ABS	
Zoning Comm	_	Clerk		
Zoning Comin	ussion	Treasurer		
		Community Development	M	Originato
		Police Department		
		Public Works		
	Table	Golf Course		
COST IMPACT:	N/A	Parks and Recreation		ļ
FUNDING	N/A	Airport		
SOURCE:		Library		
TIMELINE:	N/A	Information Systems		ļ
SUMMARY STA		Grant Coordinator		
two (2) years pri Nancy Farnswor thereby creating	All members must be residents of the city or or to appointment (MCC 3.12.02).  The actual term member of the Planning and one position vacancy for a partial term. Fallowing in July Poth seats are	Zoning Commission, is on Fereday, a current men	resigning	g mid-ter ne Plannin
two (2) years pri Nancy Farnswor thereby creating and Zoning Com were advertised,	or to appointment (MCC 3.12.02).  th, a current member of the Planning and	Zoning Commission, is on Fereday, a current men present the City limits. The letters expressing interes	resigning the position	d of at lea g mid-ter ne Plannin on openin
two (2) years printed the Nancy Farnswork thereby creating and Zoning Comwere advertised, Commission; Fail At its September submitted letters serving on the Council Fall City Council Fall	or to appointment (MCC 3.12.02).  Th, a current member of the Planning and one position vacancy for a partial term. Fallo mission, seat expired in July. Both seats representing in four individuals submitting I	Zoning Commission, is on Fereday, a current menoresent the City limits. The letters expressing intereston, and Merrily Munther. Itanning and Zoning Comment their qualifications and ay were the only interested Commission unanimous re July 2021, and for Robert	resigning mber of the ne position t in serve mission re d basis of ed parties sly recondert Lyon	g mid-terne Planning on the eviewed the finterest in present mended as to fill the
Nancy Farnsworthereby creating and Zoning Comwere advertised, Commission; Fall At its September submitted letters serving on the Council Fall remainder of the Letters of interes	or to appointment (MCC 3.12.02).  Th, a current member of the Planning and one position vacancy for a partial term. Fallor mission, seat expired in July. Both seats represent the resulting in four individuals submitting I llon Fereday, Robert Lyons, Melissa Hamilton 11, 2018 regularly scheduled meeting, the Planting of interest and invited the applicants to present the property of the property o	Zoning Commission, is on Fereday, a current men present the City limits. The letters expressing interest on, and Merrily Munther. Itanning and Zoning Comment their qualifications and ay were the only interest e Commission unanimous re July 2021, and for Robistion will expire December.	resigning mber of the position t in serve mission red basis of ed particular reconnects Lyon per 2019.	g mid-terne Planning on the eviewed to finterest spresent amended as to fill to
Nancy Farnsworthereby creating and Zoning Comwere advertised, Commission; Father Submitted letters serving on the Council Falremainder of the	or to appointment (MCC 3.12.02).  Th, a current member of the Planning and one position vacancy for a partial term. Fallor mission, seat expired in July. Both seats represent the resulting in four individuals submitting I llon Fereday, Robert Lyons, Melissa Hamilton 11, 2018 regularly scheduled meeting, the Planting of interest and invited the applicants to present the property of the property o	Zoning Commission, is on Fereday, a current men present the City limits. The letters expressing interest on, and Merrily Munther. Itanning and Zoning Comment their qualifications and ay were the only interest e Commission unanimous re July 2021, and for Robistion will expire December.	resigning mber of the position t in serve mission red basis of ed particular reconnects Lyon per 2019.	g mid-terne Planning on the eviewed to finterest spresent mended as to fill to
Nancy Farnsworthereby creating and Zoning Comwere advertised, Commission; Farnsworthereby creating and Zoning Comwere advertised, Commission; Farns At its September submitted letters serving on the Council Fall remainder of the Letters of interest RECOMMEND.  Appoint to the Marepresenting the	or to appointment (MCC 3.12.02).  Th, a current member of the Planning and one position vacancy for a partial term. Fallor mission, seat expired in July. Both seats represent the resulting in four individuals submitting I llon Fereday, Robert Lyons, Melissa Hamilton 11, 2018 regularly scheduled meeting, the Planting of interest and invited the applicants to present the property of the property o	Zoning Commission, is on Fereday, a current menoresent the City limits. The letters expressing intereston, and Merrily Munther. Itanning and Zoning Comment their qualifications and ay were the only interestore Commission unanimous re July 2021, and for Robistion will expire December of the Commission of the English Munther, and Fallon Fallon Fallon Fallon Fallon Itanian I	resigning the position of the	g mid-tente Planning on the eviewed to finterest as present as to fill the every ear tente e-year tente e-yea
Nancy Farnsworthereby creating and Zoning Comwere advertised, Commission; Farnsworthereby creating and Zoning Comwere advertised, Commission; Farns At its September submitted letters serving on the Council Fall remainder of the Letters of interest RECOMMEND.  Appoint to the Marepresenting the	or to appointment (MCC 3.12.02).  Ith, a current member of the Planning and one position vacancy for a partial term. Fallor mission, seat expired in July. Both seats report resulting in four individuals submitting Illion Fereday, Robert Lyons, Melissa Hamilton 11, 2018 regularly scheduled meeting, the Planting of interest and invited the applicants to presulting for presentations. After discussion, the lon Fereday to continue in her seat, to expirate the remarkable of the property of the p	Zoning Commission, is on Fereday, a current menoresent the City limits. The letters expressing intereston, and Merrily Munther.  Ianning and Zoning Comment their qualifications and ay were the only interestore Commission unanimous re July 2021, and for Robisition will expire December The Munther, and Fallon F	resigning the position of the	g mid-tente Plannion opening on the eviewed to finterest as present as to fill the every ear tente.

#### **Rachel Santiago-Govier**

From: Fallon Fereday

Sent: Wednesday, August 08, 2018 2:37 PM

**To:** Morgan Bessaw

**Subject:** Re: REVISED - RE: P&Z Vacancy Press Release

I would be happy to continue serving, so fine to have my name in the pool of candidates.

F

Sent from my iPhone

On Aug 8, 2018, at 1:34 PM, Morgan Bessaw < <a href="mailto:mbessaw@mccall.id.us">mbessaw@mccall.id.us</a>> wrote:

Hi Fallon,

If you would like to renew your seat as Commissioner for another term, please let me know by the end of the Month.

Thank you! Morgan Morgan Bessaw

City Planner

216 E. Park Street

McCall, Idaho 83638

Rachel Santiago-Govier

Permit Technician

216 W. Park Street

McCall, Idaho 83638

August 20, 2018

Dear Ms. Bessaw and Ms. Santiago-Govier:

I read in the Star-News that the City was looking to fill a vacancy on the City Planning & Zoning Commission. I would be interested in your consideration.

My husband and I have owned property in McCall for 16 years and have lived here as fulltime residents for six years.

I have practiced law for 40+ years and while I have done a lot of real estate work, I have not had a lot of experience with planning and zoning. I am interested in learning more.

Please let me know if you require additional information.

Thank you.

Sincerely,

Merrily Munther

911 Davis Avenue

McCall, Idaho 83638

1 hunther

(208) 724-3838

Morgan Bessaw City of McCall

Melissa Hamilton

McCall, Idaho. 83638

Dear Ms. Bessaw,

I am writing to express my interest in serving on the Planning and Zoning Board for the city of McCall. I have a Master's degree in Bioregional Planning and Community Design. I am currently the Extension Educator for the University of Idaho and my focus area is community development. While I have not served on this type of board, I am up for the challenge. I am familiar with the planning principles of zoning and look forward to seeing this process unfold on the ground.

Thank you in advance for your consideration.

Best,

Melissa Hamilton

#### **Rachel Santiago-Govier**

From: BessieJo Wagner

Sent: Tuesday, August 21, 2018 9:55 AM

To: Morgan Bessaw

Subject: FW: Planning & Zoning Application Letter

BessieJo Wagner | City Clerk 216 E Park Street | McCall | ID 83638 Direct: 208.634.4874 | Fax: 208.634.3038



Web: www.mccall.id.us

Blog: cityofmccall.wordpress.com Social: Facebook.com/cityofmccall

From: Robert Lyons

Sent: Tuesday, August 21, 2018 9:54 AM To: BessieJo Wagner <br/>
<br/>
bwagner@mccall.id.us> Subject: Planning & Zoning Application Letter

Hello BessieJo

I would like to submit this letter of consideration to be appointed to the McCall Planning & Zoning Committee.

Let me know if you need anything else?

Thanks, Robert

**Hello McCall City Council and Planning & Zoning Commission** 

I would like to submit this letter applying for the open position for the commission.

I was born and raised in McCall and have seen over the years the variety growth and development of the entire area. I also have experience with other cities issues and concerns in Oregon while I lived there before moving back home to McCall. I have been back to McCall now for over 24+ years. I worked in the beverage industry as well as owning my own Restaurant here in McCall.

I have also worked in the construction and building industry for about 9 years so I am very familiar with every phase of construction as well as types of construction material, which I feel would be helpful with many of the applications that will be presented to the commission.

For the past 17+ years I have been a full time Real Estate agent in McCall, working within the entire region from Midvale, to Riggins all the way to south of Cascade. During that time I have personally worked on several developments in McCall, Cascade and Council as well as helped many individual McCall citizens with a variety applications that have went before the Planning & Zoning as well as the City Council for final approvals.

I feel that I have a good working knowledge of the city's code as well at many of the other issues that the Planning & Zoning has and will be working on in the future.

I am also extremely familiar with the city in general, all the roads, open areas, development potential areas, run off areas, snow storage, city owned property, you name it around the city I am either very familiar with it or at least somewhat familiar with it.

I look forward working with the other members of the Planning & Zoning commission as well as City staff in helping McCall as our area continues to grow in the future.

I am available anytime for any questions you may have for me.

Thanks, Robert Lyons

McCall, Id. 83638

216 East Park Street McCall, Idaho 83638

Number AB 18-235

Meeting Date September 27, 2018

	AGENDA ITEM IN	FORMATION		
SUBJECT:		Department Approvals	Initials	Originator or Supporter
McCall Redeve	elopment Agency Financial	Mayor / Council		
Feasibility And	<u>.</u>	City Manager	ABS	
	ilysis Report	Clerk		
		Treasurer		
		Community Development	MG	Originator
		Police Department	1 1	
		Public Works		
		Golf Course		
COST IMPACT:	n/a	Parks and Recreation		
<b>FUNDING</b>	n/a	Airport		
SOURCE:		Library		
TIMELINE:	ASAP	Information Systems		
		Grant Coordinator		

#### **SUMMARY STATEMENT:**

The current urban renewal district will expire in 3 years. As part of the 2018 McCall Area Comprehensive Plan, the creation of a new urban renewal district was identified in the Plan in Policy 3.1 (p. 104), Map 5.4 (p.107), and LU Project 5 (p. 150). The McCall Redevelopment Agency (MRA) Board hired Kushlan Associates to prepare the Eligibility Report, the first step, in creating a new urban renewal district and this was adopted by the City Council on June 28, 2018.

The next step was to complete the financial feasibility analysis. This information was presented to the MRA Board. Phil Kushlan will be at the meeting to present the financial feasibility to the City Council and answers any questions.

The following information is provided in the packet:

- Memo from Phil Khuslan
- Likelihood to Change Maps for Sub-Area A and Sub-Area B
- Financial Feasibility Analysis for Sub-Area A and Sub-Area B

#### **RECOMMENDED ACTION:**

Provide any feedback on the information presented. No action required.

RECORD OF COUNCIL ACTION												
<b>MEETING DATE</b>	ACTION											
June 28, 2018	Approved Resolution 18-14 to adopt the Urban Renewal District #2 Eligibility Report											
	•											

Memo to: McCall Redevelopment Agency Board of Commissioners

Michelle Groenevelt

From: Phil Kushlan
Date: August 17, 2018

Subject: Revenue Allocation Yield Estimates

We are working on the financial feasibility analysis for the new districts. That analysis is a statutorily required element of the Urban Renewal Plan that the Board will consider this fall.

In preparation of that analysis, one must compare estimated district income against estimated costs that will be incurred over the life of the Project Area. Your consulting engineer is in the process of providing estimated costs for infrastructure in Zones A and B. That information will be the basis for the required cost estimation.

Revenue estimation is more complex in areas such as being considered here. In the case of a large industrial project one can, with some reasonable level of accuracy, project the value of the taxable investment and thus the resultant Incremental Value and Revenue Allocation income over the 20-year life of the District. However, in an area-wide district such as being considered here, specific projects that might evolve over time are unknown. So, a means of estimating projected development must be established as a basis for calculating expected Incremental Value and thus Revenue Allocation Income.

We always approach the estimation of income on a conservative basis, avoiding a situation where we create expectation for project outcomes that may not be sustained over time. Yet, at the same time, we want to avoid being too constricted undermining the viability of the analysis. We have shared our analysis with City Staff and received their concurrence but now seek the concurrence of the Board on our approach.

City Staff has reviewed the individual parcels included within the two districts under consideration and applied certain criteria to each to determine where they fit in four categories of redevelopment potential (Least likely to Change, Possible Change, Most Likely to Change and Civic). The criteria applied were as follows:

- Building Age
- Vacant Lot
- Underutilized
- Non-compliant Land Use
- Historical Building
- Located in 100-year Flood Plain
- Valley County Assessor's Building Condition Data

Based upon the application of these criteria, the attached map was developed reflecting those properties most likely to redevelop over the life of the newly created urban renewal districts. "Least Likely is designated in green, "Possible Change" is designated in yellow and "Most Likely" is designated in red. Again, pursuing a conservative approach, we have focused only on the areas designated in red, or those most likely to change. We found that 46% of the total acreage in Zone A was designated as Most Likely to Change and approximately 72% of Zone B. The large proportion in Zone B is the result of several large parcels located at the south end of the Zone.

We then applied the City of McCall Land Use regulations with respect to maximum site coverage, parking, landscaping and height limitations to establish a maximum redevelopment capacity for the parcels within the designated red areas.

Recognizing that maximum development capacity is rarely achieved, we reduced that to scenarios reflecting 50%, 33%, 25%, 20% and 10% of the maximum capacity.

We then applied an assumed value that would be assigned by the Valley County Assessor that reflects an amount below current construction values, but is in line with current assessment practices. The following tables reflect that analysis.

Table 1

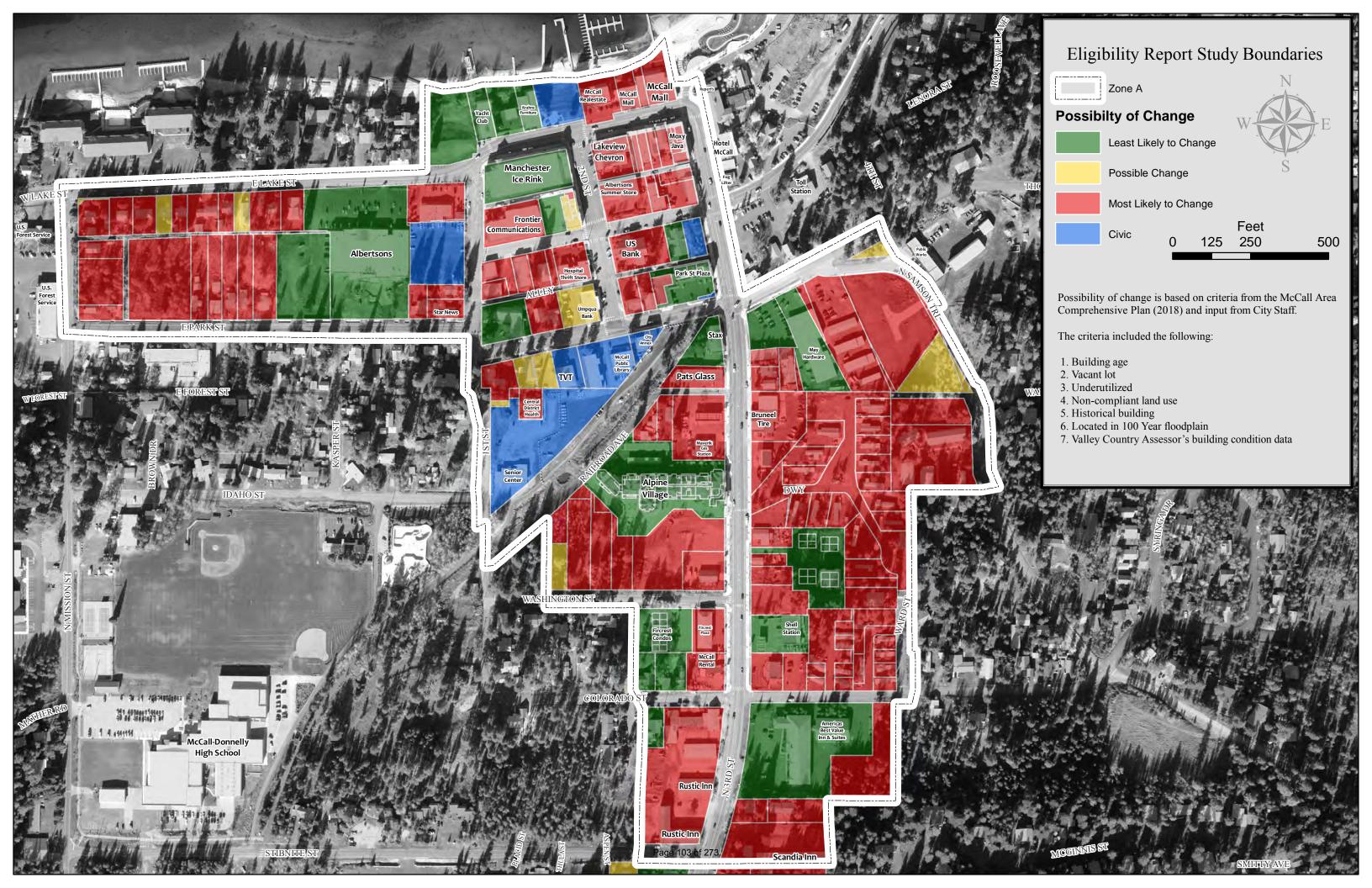
Zone A - North of S	Stibnite					
Total Most Likely	Acres	Square Feet	.95 Maximum Lot Coverage	Reduction for Parking and Landscaping	Net Development Area	Maximum 3 Stories
	14.26	661,166	590,107	(0)	590,107	1,770,322
% Of Total Area	46%					
% Of Max. Developmen	nt Capacity	50%	33%	25%	20%	10%
Estimated New Constru Ft	action Sq,	1,789,564	1,181,113	894,782	715,826	367,913
Estimated Assessed Va	lue / Sq. Ft.	\$175	\$175	\$175	\$175	\$175
20-Year New Construct	tion Value	\$313,173,803	\$206,694,710	\$156,586,902	\$125,269,521	62,\$634,760
Average Annual Assess New Construction	sed Value of	\$15,658,690	\$10,334,736	\$7,829,345	\$6,263,476	\$3,131,738
Average Annual Square	e Feet	89,478	59,256	44,739	35,791	17,896

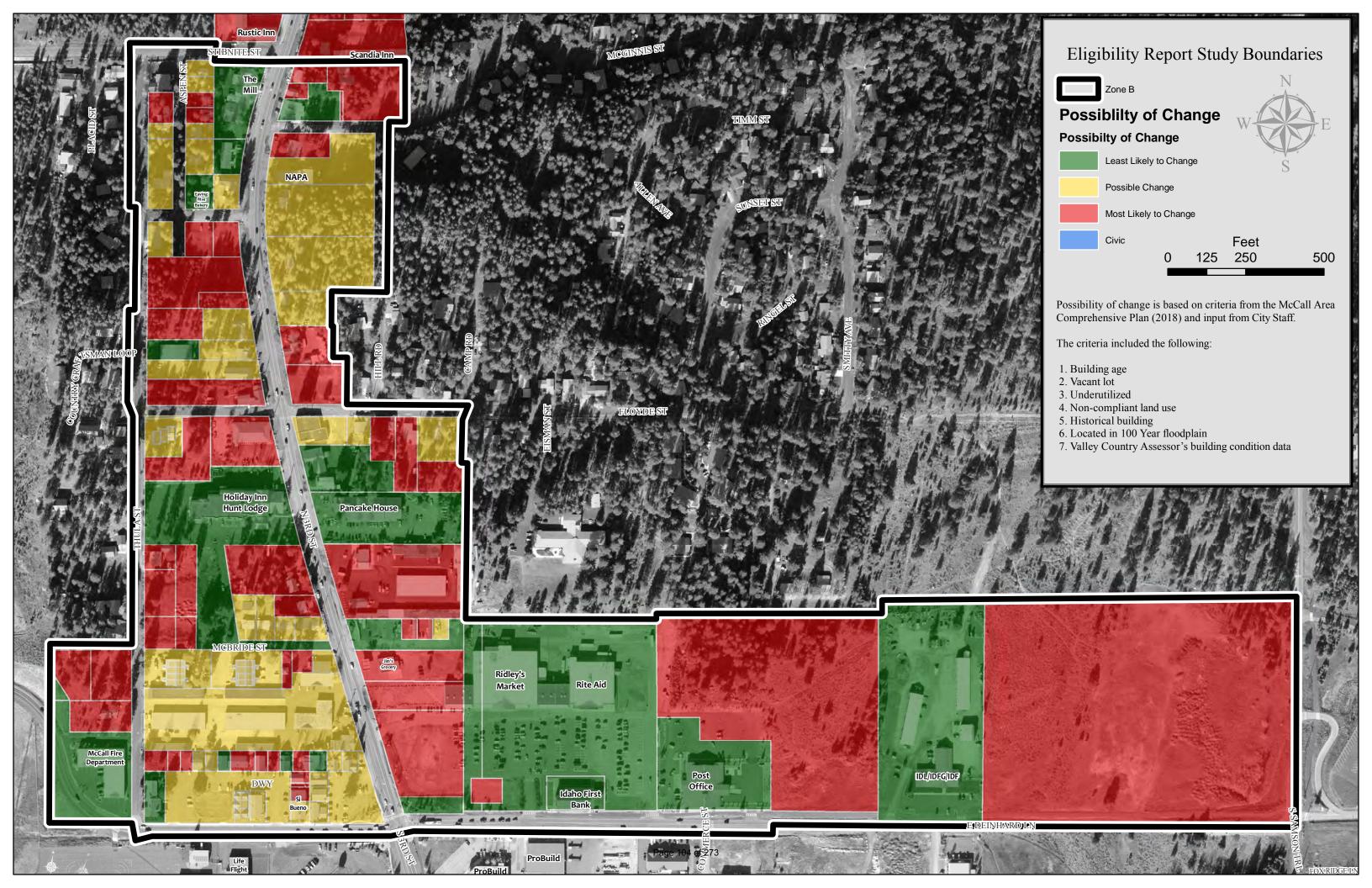
Table 2

Zone B - South of	Zone B - South of Sibnite to Deinhard														
Total Most Likely	Acres	Square Feet	.80 Maximum	Reduction	Net	Maximum									
			Lot Coverage	for Parking	Development	3 Stories									
				and	Area										
				Landscaping											
	50.2	2,186,712	1,749,370	(656,014)	1,093,356	3,280,068									
% Of Total Area	72%														
% Of Max. Developme	nt Capacity	50%	33%	25%	20%	10%									
Estimated New Constr	uction Sq,	1,640,034	1,082,422	820,017	656,014	328,007									
Ft															
Estimated Assessed Va	alue / Sq.	\$175	\$175	\$175	\$175	\$175									
Ft.															
20-Year New Construc	tion Value	\$287,005,950	\$189,423,927	\$143,502,975	\$114,802,380	\$57,401,190									

Average Annual Assessed Value	\$14,350,298	\$9,471,196	\$7,175,149	\$5,740,119	\$2,870,060
of New Construction					
Average Annual Square Feet	82,002	54,121	41,000	32,000	16,400

In reviewing the scenarios with City Staff, we have jointly concluded that using the 20% development scenario for both Zones would represent an appropriately conservative approach to forecasting. However, we would appreciate the perspective of the Board Members to either ratify or modify the approach to revenue estimation and the propriety of using the 20% development scenario.





## (50% Buildout of Likely Redeveloped Properties ) 1,789,564 Square feet over 20 year @ \$175 / squre Foot Construction Value

#### **Annual Average Square Feet of New Developmenet = 89,478**

Year	d Value (+1% annually)	In	Initial nprovement Value	То	tal Assessed Value	Annual New nst. Value on tax roll	m. New Const lue + Inflation @ 2%	Н	Cumulative omeowners' Exemption	T	Taxable Value		crement Value (I - Base)	Levy Rate (-0%)	Tax Increment Yield		Admin Costs (10%)		Сар	unding for ital Projects / ebt Service
2019	\$ 16,580,984	\$	36,738,593	\$	53,319,577	\$ -	\$ -	\$	-	\$	53,319,577	\$	-	0.0087						
2020	\$ 16,746,794	\$	37,473,365	\$	54,220,159	\$ -	\$ -	\$	-	\$	54,220,159	\$	900,582	0.0087	\$	7,835	\$	784	\$	7,052
2021	\$ 16,914,262	\$	38,222,832	\$	55,137,094	\$ 15,600,000	\$ 15,600,000	\$	-	\$	70,737,094	\$	17,417,517	0.0087	\$	151,532	\$	15,153	\$	136,379
2022	\$ 17,083,404	\$	38,987,289	\$	56,070,693	\$ 27,600,000	\$ 43,512,000	\$	5,000,000	\$	94,582,693	\$	41,263,116	0.0087	\$	358,989	\$	20,000	\$	338,989
2023	\$ 17,254,238	\$	39,767,035	\$	57,021,273	\$ 15,600,000	\$ 59,982,240	\$	5,000,000	\$	112,003,513	\$	58,683,936	0.0087	\$	510,550	\$	20,000	\$	490,550
2024	\$ 17,426,781	\$	40,562,375	\$	57,989,156	\$ 15,600,000	\$ 76,781,885	\$	5,000,000	\$	129,771,041	\$	76,451,464	0.0087	\$	665,128	\$	20,000	\$	645,128
2025	\$ 17,601,049	\$	41,373,623	\$	58,974,671	\$ 27,600,000	\$ 105,917,522	\$	10,000,000	\$	154,892,194	\$	101,572,617	0.0087	\$	883,682	\$	20,000	\$	863,682
2026	\$ 17,777,059	\$	42,201,095	\$	59,978,154	\$ 15,600,000	\$ 123,635,873	\$	10,000,000	\$	173,614,027	\$	120,294,450	0.0087	\$	1,046,562	\$	20,000	\$	1,026,562
2027	\$ 17,954,830	\$	43,045,117	\$	60,999,947	\$ 15,600,000	\$ 141,708,590	\$	10,000,000	\$	192,708,537	\$	139,388,960	0.0087	\$	1,212,684	\$	20,000	\$	1,192,684
2028	\$ 18,134,378	\$	43,906,019	\$	62,040,397	\$ 15,600,000	\$ 160,142,762	\$	10,000,000	\$	212,183,160	\$	158,863,583	0.0087	\$	1,382,113	\$	20,000	\$	1,362,113
2029	\$ 18,315,722	\$	44,784,140	\$	63,099,862	\$ 15,600,000	\$ 178,945,617	\$	10,000,000	\$	232,045,479	\$	178,725,902	0.0087	\$	1,554,915	\$	20,000	\$	1,534,915
2030	\$ 18,498,879	\$	45,679,823	\$	64,178,702	\$ 15,600,000	\$ 198,124,530	\$	10,000,000	\$	252,303,231	\$	198,983,654	0.0087	\$	1,731,158	\$	20,000	\$	1,711,158
2031	\$ 18,683,868	\$	46,593,419	\$	65,277,287	\$ 15,600,000	\$ 217,687,020	\$	10,000,000	\$	272,964,307	\$	219,644,730	0.0087	\$	1,910,909	\$	20,000	\$	1,890,909
2032	\$ 18,870,706	\$	47,525,287	\$	66,395,994	\$ 15,600,000	\$ 237,640,761	\$	10,000,000	\$	294,036,755	\$	240,717,178	0.0087	\$	2,094,239	\$	20,000	\$	2,074,239
2033	\$ 19,059,414	\$	48,475,793	\$	67,535,207	\$ 15,600,000	\$ 257,993,576	\$	10,000,000	\$	315,528,783	\$	262,209,206	0.0087	\$	2,281,220	\$	20,000	\$	2,261,220
2034	\$ 19,250,008	\$	49,445,309	\$	68,695,317	\$ 15,600,000	\$ 278,753,448	\$	10,000,000	\$	337,448,764	\$	284,129,187	0.0087	\$	2,471,924	\$	20,000	\$	2,451,924
2035	\$ 19,442,508	\$	50,434,215	\$	69,876,723	\$ 15,600,000	\$ 299,928,516	\$	10,000,000	\$	359,805,240	\$	306,485,663	0.0087	\$	2,666,425	\$	20,000	\$	2,646,425
2036	\$ 19,636,933	\$	51,442,900	\$	71,079,832	\$ 15,600,000	\$ 321,527,087	\$	10,000,000	\$	382,606,919	\$	329,287,342	0.0087	\$	2,864,800	\$	20,000	\$	2,844,800
2037	\$ 19,833,302	\$	52,471,758	\$	72,305,060	\$ 15,600,000	\$ 343,557,629	\$	10,000,000	\$	405,862,688	\$	352,543,111	0.0087	\$	3,067,125	\$	20,000	\$	3,047,125
2038	\$ 20,031,635	\$	53,521,193	\$	73,552,828	\$ 15,600,000	\$ 366,028,781	\$	10,000,000	\$	429,581,609	\$	376,262,032	0.0087	\$	3,273,480	\$	20,000	\$	3,253,480
2039	\$ 20,231,952	\$	54,591,617	\$	74,823,568	\$ 15,600,000	\$ 388,949,357	\$	10,000,000	\$	453,772,925	\$	400,453,348	0.0087	\$	3,483,944	\$	20,000	\$	3,463,944
						\$ 320,400,000									\$	33,619,215			\$	33,243,278

#### Assumptions:

Land Values inflate at 1% per year

Improvement Values inflate at 2% per year

Assumes all residential structures eligible for Homeowner's Exemption

Property tax inome aviable 2 years after completion of construction

New construction values inflate on same basis as original improvement values (2%)

#### (33% Buildout of Likely Redeveloped Properties)

#### 1,181,112 Square feet over 20 year @ \$175 / squre Foot Construction Value

#### **Annual Average Square Feet of New Developmenet = 59,056**

Year	d Value (+1% annually)	lm	Initial Iprovement Value	То	otal Assessed Value	Annual New nst. Value on tax roll		m. New Const lue + Inflation @ 2%	Н	Cumulative omeowners' Exemption	Т	axable Value	In	crement Value (I - Base)	Levy Rate (-0%)	Та	ax Increment Yield	min Costs (10%)	Сар	Funding for oital Projects / Debt Service
2019	\$ 16,580,984	\$	36,738,593	\$	53,319,577	\$ -	\$	-	\$	-	\$	53,319,577	\$	-	0.0087	\$	-			
2020	\$ 16,746,794	\$	37,473,365	\$	54,220,159	\$ -	\$	-	\$	-	\$	54,220,159	\$	900,582	0.0087	\$	7,835		\$	784
2021	\$ 16,914,262	\$	38,222,832	\$	55,137,094	\$ 10,000,000	\$	10,000,000	\$	-	\$	65,137,094	\$	11,817,517	0.0087	\$	102,812	\$ 10,281	\$	92,531
2022	\$ 17,083,404	\$	38,987,289	\$	56,070,693	\$ 22,000,000	\$	32,200,000	\$	5,000,000	\$	83,270,693	\$	29,951,116	0.0087	\$	260,575	\$ 26,057	\$	234,517
2023	\$ 17,254,238	\$	39,767,035	\$	57,021,273	\$ 10,000,000	\$	42,844,000	\$	5,000,000	\$	94,865,273	\$	41,545,696	0.0087	\$	361,448	\$ 20,000	\$	341,448
2024	\$ 17,426,781	\$	40,562,375	\$	57,989,156	\$ 10,000,000	\$	53,700,880	\$	5,000,000	\$	106,690,036	\$	53,370,459	0.0087	\$	464,323	\$ 20,000	\$	444,323
2025	\$ 17,601,049	\$	41,373,623	\$	58,974,671	\$ 22,000,000	\$	76,774,898	\$	10,000,000	\$	125,749,569	\$	72,429,992	0.0087	\$	630,141	\$ 20,000	\$	610,141
2026	\$ 17,777,059	\$	42,201,095	\$	59,978,154	\$ 10,000,000	\$	88,310,396	\$	10,000,000	\$	138,288,550	\$	84,968,973	0.0087	\$	739,230	\$ 20,000	\$	719,230
2027	\$ 17,954,830	\$	43,045,117	\$	60,999,947	\$ 10,000,000	\$	100,076,603	\$	10,000,000	\$	151,076,550	\$	97,756,973	0.0087	\$	850,486	\$ 20,000	\$	830,486
2028	\$ 18,134,378	\$	43,906,019	\$	62,040,397	\$ 10,000,000	\$	112,078,136	\$	10,000,000	\$	164,118,533	\$	110,798,956	0.0087	\$	963,951	\$ 20,000	\$	943,951
2029	\$ 18,315,722	\$	44,784,140	\$	63,099,862	\$ 10,000,000	\$	124,319,698	\$	10,000,000	\$	177,419,560	\$	124,099,983	0.0087	\$	1,079,670	\$ 20,000	\$	1,059,670
2030	\$ 18,498,879	\$	45,679,823	\$	64,178,702	\$ 10,000,000	\$	136,806,092	\$	10,000,000	\$	190,984,794	\$	137,665,217	0.0087	\$	1,197,687	\$ 20,000	\$	1,177,687
2031	\$ 18,683,868	\$	46,593,419	\$	65,277,287	\$ 10,000,000	\$	149,542,214	\$	10,000,000	\$	204,819,501	\$	151,499,924	0.0087	\$	1,318,049	\$ 20,000	\$	1,298,049
2032	\$ 18,870,706	\$	47,525,287	\$	66,395,994	\$ 10,000,000	\$	162,533,058	\$	10,000,000	\$	218,929,052	\$	165,609,475	0.0087	\$	1,440,802	\$ 20,000	\$	1,420,802
2033	\$ 19,059,414	\$	48,475,793	\$	67,535,207	\$ 10,000,000	\$	175,783,719	\$	10,000,000	\$	233,318,926	\$	179,999,349	0.0087	\$	1,565,994	\$ 20,000	\$	1,545,994
2034	\$ 19,250,008	\$	49,445,309	\$	68,695,317	\$ 10,000,000	\$	189,299,394	\$	10,000,000	\$	247,994,711	\$	194,675,134	0.0087	\$	1,693,674	\$ 20,000	\$	1,673,674
2035	\$ 19,442,508	\$	50,434,215	\$	69,876,723	\$ 10,000,000	\$	203,085,382	\$	10,000,000	\$	262,962,105	\$	209,642,528	0.0087	\$	1,823,890	\$ 20,000	\$	1,803,890
2036	\$ 19,636,933	\$	51,442,900	\$	71,079,832	\$ 10,000,000	\$	217,147,089	\$	10,000,000	\$	278,226,922	\$	224,907,345	0.0087	\$	1,956,694	\$ 20,000	\$	1,936,694
2037	\$ 19,833,302	\$	52,471,758	\$	72,305,060	\$ 10,000,000	\$	231,490,031	\$	10,000,000	\$	293,795,091	\$	240,475,514	0.0087	\$	2,092,137	\$ 20,000	\$	2,072,137
2038	\$ 20,031,635	\$	53,521,193	\$	73,552,828	\$ 10,000,000	\$	246,119,832	\$	10,000,000	\$	309,672,660	\$	256,353,083	0.0087	\$	2,230,272	\$ 20,000	\$	2,210,272
2039	\$ 20,231,952	\$	54,591,617	\$	74,823,568	\$ 10,000,000	\$	261,042,228	\$	10,000,000	\$	325,865,797	\$	272,546,220	0.0087	\$	2,371,152	\$ 20,000	\$	2,351,152
						\$ 214,000,000	1									\$	23,150,822		\$	22,767,432

#### **Assumptions:**

Land Values inflate at 1% per year

Improvement Values inflate at 2% per year

Assumes all residential structures eligible for Homeowner's Exemption

Property tax inome aviable 2 years after completion of construction

New construction values inflate on same basis as original improvement values (2%)

# (25% Buildout of Likely Redeveloped Properties ) 894,752 Square feet over 20 year @ \$175 / squre Foot Construction Value Annual Average Square Feet of New Developmenet = 44,739

Year	d Value (+1% annually)	lm	Initial provement Value	То	tal Assessed Value	Annual New nst. Value on tax roll	m. New Const lue + Inflation @ 2%	Н	Cumulative omeowners' Exemption	Т	axable Value	Inc	crement Value (I - Base)	Levy Rate (-0%)	Та	Tax Increment Yield		min Costs (10%)	Сар	unding for ital Projects / ebt Service
2019	\$ 16,580,984	\$	36,738,593	\$	53,319,577	\$ -	\$ -	\$	-	\$	53,319,577	\$	-	0.0087	\$	-				
2020	\$ 16,746,794	\$	37,473,365	\$	54,220,159	\$ -	\$ -	\$	-	\$	54,220,159	\$	900,582	0.0087	\$	7,835			\$	784
2021	\$ 16,914,262	\$	38,222,832	\$	55,137,094	\$ 7,800,000	\$ 7,800,000	\$	-	\$	62,937,094	\$	9,617,517	0.0087	\$	83,672	\$	8,367	\$	75,305
2022	\$ 17,083,404	\$	38,987,289	\$	56,070,693	\$ 19,800,000	\$ 27,756,000	\$	5,000,000	\$	78,826,693	\$	25,507,116	0.0087	\$	221,912	\$	22,191	\$	199,721
2023	\$ 17,254,238	\$	39,767,035	\$	57,021,273	\$ 7,800,000	\$ 36,111,120	\$	5,000,000	\$	88,132,393	\$	34,812,816	0.0087	\$	302,871	\$	20,000	\$	282,871
2024	\$ 17,426,781	\$	40,562,375	\$	57,989,156	\$ 7,800,000	\$ 44,633,342	\$	5,000,000	\$	97,622,498	\$	44,302,921	0.0087	\$	385,435	\$	20,000	\$	365,435
2025	\$ 17,601,049	\$	41,373,623	\$	58,974,671	\$ 19,800,000	\$ 65,326,009	\$	10,000,000	\$	114,300,681	\$	60,981,104	0.0087	\$	530,536	\$	20,000	\$	510,536
2026	\$ 17,777,059	\$	42,201,095	\$	59,978,154	\$ 7,800,000	\$ 74,432,529	\$	10,000,000	\$	124,410,684	\$	71,091,107	0.0087	\$	618,493	\$	20,000	\$	598,493
2027	\$ 17,954,830	\$	43,045,117	\$	60,999,947	\$ 7,800,000	\$ 83,721,180	\$	10,000,000	\$	134,721,127	\$	81,401,550	0.0087	\$	708,193	\$	20,000	\$	688,193
2028	\$ 18,134,378	\$	43,906,019	\$	62,040,397	\$ 7,800,000	\$ 93,195,604	\$	10,000,000	\$	145,236,001	\$	91,916,424	0.0087	\$	799,673	\$	20,000	\$	779,673
2029	\$ 18,315,722	\$	44,784,140	\$	63,099,862	\$ 7,800,000	\$ 102,859,516	\$	10,000,000	\$	155,959,377	\$	102,639,800	0.0087	\$	892,966	\$	20,000	\$	872,966
2030	\$ 18,498,879	\$	45,679,823	\$	64,178,702	\$ 7,800,000	\$ 112,716,706	\$	10,000,000	\$	166,895,408	\$	113,575,831	0.0087	\$	988,110	\$	20,000	\$	968,110
2031	\$ 18,683,868	\$	46,593,419	\$	65,277,287	\$ 7,800,000	\$ 122,771,040	\$	10,000,000	\$	178,048,327	\$	124,728,750	0.0087	\$	1,085,140	\$	20,000	\$	1,065,140
2032	\$ 18,870,706	\$	47,525,287	\$	66,395,994	\$ 7,800,000	\$ 133,026,461	\$	10,000,000	\$	189,422,455	\$	136,102,878	0.0087	\$	1,184,095	\$	20,000	\$	1,164,095
2033	\$ 19,059,414	\$	48,475,793	\$	67,535,207	\$ 7,800,000	\$ 143,486,990	\$	10,000,000	\$	201,022,197	\$	147,702,620	0.0087	\$	1,285,013	\$	20,000	\$	1,265,013
2034	\$ 19,250,008	\$	49,445,309	\$	68,695,317	\$ 7,800,000	\$ 154,156,730	\$	10,000,000	\$	212,852,047	\$	159,532,470	0.0087	\$	1,387,932	\$	20,000	\$	1,367,932
2035	\$ 19,442,508	\$	50,434,215	\$	69,876,723	\$ 7,800,000	\$ 165,039,865	\$	10,000,000	\$	224,916,588	\$	171,597,011	0.0087	\$	1,492,894	\$	20,000	\$	1,472,894
2036	\$ 19,636,933	\$	51,442,900	\$	71,079,832	\$ 7,800,000	\$ 176,140,662	\$	10,000,000	\$	237,220,494	\$	183,900,917	0.0087	\$	1,599,938	\$	20,000	\$	1,579,938
2037	\$ 19,833,302	\$	52,471,758	\$	72,305,060	\$ 7,800,000	\$ 187,463,475	\$	10,000,000	\$	249,768,535	\$	196,448,958	0.0087	\$	1,709,106	\$	20,000	\$	1,689,106
2038	\$ 20,031,635	\$	53,521,193	\$	73,552,828	\$ 7,800,000	\$ 199,012,745	\$	10,000,000	\$	262,565,573	\$	209,245,996	0.0087	\$	1,820,440	\$	20,000	\$	1,800,440
2039	\$ 20,231,952	\$	54,591,617	\$	74,823,568	\$ 7,800,000	\$ 210,792,999	\$	10,000,000	\$	275,616,568	\$	222,296,991	0.0087	\$	1,933,984	\$	20,000	\$	1,913,984
						\$ 172,200,000									\$	19,038,239			\$	18,660,629

#### Assumptions:

Land Values inflate at 1% per year

Improvement Values inflate at 2% per year

Assumes all residential structures eligible for Homeowner's Exemption

Property tax inome avialble 2 years after completion of construction

New construction values inflate on same basis as original improvement values (2%)

# (20% Buildout of Likely Redeveloped Properties ) 715,825 Square feet over 20 year @ \$175 / squre Foot Construction Value Annual Average Square Feet of New Developmenet = 35791

Year	d Value (+1% nually) w/ ad ex	Im	Initial nprovement Value	To	otal Assessed Value		Annual New nst. Value on tax roll	m. New Const lue + Inflation @ 2%	Н	Cumulative omeowners' Exemption	Т	axable Value	In	crement Value (I - Base)	Levy Rate (-0%)	Та	x Increment Yield	Admin Costs (10%)		Сар	unding for ital Projects / ebt Service
2019	\$ 16,580,984	\$	36,738,593	\$	53,319,577	\$	-	\$ -	\$	-	\$	53,319,577	\$	-	0.0087	\$	-				
2020	\$ 16,746,794	\$	37,473,365	\$	54,220,159	\$	-	\$ -	\$	-	\$	54,220,159	\$	900,582	0.0087	\$	7,835			\$	784
2021	\$ 16,914,262	\$	38,222,832	\$	55,137,094	\$	6,200,000	\$ 6,200,000	\$	-	\$	61,337,094	\$	8,017,517	0.0087	\$	69,752	\$	6,975	\$	62,777
2022	\$ 17,083,404	\$	38,987,289	\$	56,070,693	\$	18,200,000	\$ 24,524,000	\$	5,000,000	\$	75,594,693	\$	22,275,116	0.0087	\$	193,794	\$	19,379	\$	174,414
2023	\$ 17,254,238	\$	39,767,035	\$	57,021,273	\$	6,200,000	\$ 31,214,480	\$	5,000,000	\$	83,235,753	\$	29,916,176	0.0087	\$	260,271	\$	20,000	\$	240,271
2024	\$ 17,426,781	\$	40,562,375	\$	57,989,156	\$	6,200,000	\$ 38,038,770	\$	5,000,000	\$	91,027,926	\$	37,708,349	0.0087	\$	328,063	\$	20,000	\$	308,063
2025	\$ 17,601,049	\$	41,373,623	\$	58,974,671	\$	18,200,000	\$ 56,999,545	\$	10,000,000	\$	105,974,216	\$	52,654,639	0.0087	\$	458,095	\$	20,000	\$	438,095
2026	\$ 17,777,059	\$	42,201,095	\$	59,978,154	\$	6,200,000	\$ 64,339,536	\$	10,000,000	\$	114,317,690	\$	60,998,113	0.0087	\$	530,684	\$	20,000	\$	510,684
2027	\$ 17,954,830	\$	43,045,117	\$	60,999,947	\$	6,200,000	\$ 71,826,327	\$	10,000,000	\$	122,826,273	\$	69,506,696	0.0087	\$	604,708	\$	20,000	\$	584,708
2028	\$ 18,134,378	\$	43,906,019	\$	62,040,397	\$	6,200,000	\$ 79,462,853	\$	10,000,000	\$	131,503,251	\$	78,183,674	0.0087	\$	680,198	\$	20,000	\$	660,198
2029	\$ 18,315,722	\$	44,784,140	\$	63,099,862	\$	6,200,000	\$ 87,252,110	\$	10,000,000	\$	140,351,972	\$	87,032,395	0.0087	\$	757,182	\$	20,000	\$	737,182
2030	\$ 18,498,879	\$	45,679,823	\$	64,178,702	\$	6,200,000	\$ 95,197,152	\$	10,000,000	\$	149,375,854	\$	96,056,277	0.0087	\$	835,690	\$	20,000	\$	815,690
2031	\$ 18,683,868	\$	46,593,419	\$	65,277,287	\$	6,200,000	\$ 103,301,095	\$	10,000,000	\$	158,578,382	\$	105,258,805	0.0087	\$	915,752	\$	20,000	\$	895,752
2032	\$ 18,870,706	\$	47,525,287	\$	66,395,994	\$	6,200,000	\$ 111,567,117	\$	10,000,000	\$	167,963,111	\$	114,643,534	0.0087	\$	997,399	\$	20,000	\$	977,399
2033	\$ 19,059,414	\$	48,475,793	\$	67,535,207	\$	6,200,000	\$ 119,998,460	\$	10,000,000	\$	177,533,666	\$	124,214,089	0.0087	\$	1,080,663	\$	20,000	\$	1,060,663
2034	\$ 19,250,008	\$	49,445,309	\$	68,695,317	•	6,200,000	\$ 128,598,429	\$	10,000,000	\$	187,293,746	\$	133,974,169	0.0087	\$	1,165,575	\$	20,000	\$	1,145,575
2035	\$ 19,442,508	\$	50,434,215	\$	69,876,723	\$	6,200,000	\$ 137,370,397	\$	10,000,000	\$	197,247,121	\$	143,927,544	0.0087	\$	1,252,170	\$	20,000	\$	1,232,170
2036	\$ 19,636,933	\$	51,442,900	\$	71,079,832	\$	6,200,000	\$ 146,317,805	\$	10,000,000	\$	207,397,638	\$	154,078,061	0.0087	\$	1,340,479	\$	20,000	\$	1,320,479
2037	19,833,302	\$	52,471,758	\$	72,305,060	\$	6,200,000	\$ 155,444,162	\$	10,000,000	\$	217,749,221	\$	164,429,644	0.0087	•	1,430,538	\$	20,000	•	1,410,538
2038	\$ 20,031,635	\$	53,521,193	\$	73,552,828	\$	6,200,000	\$ 164,753,045	\$	10,000,000	\$	228,305,873	\$	174,986,296	0.0087	\$	1,522,381	\$	20,000	\$	1,502,381
2039	\$ 20,231,952	\$	54,591,617	\$	74,823,568	\$	6,200,000	\$ 174,248,106	\$	10,000,000	\$	239,071,674	\$	164,248,106	0.0087	\$	1,428,959	\$	20,000	\$	1,408,959
						\$	141,800,000									\$	15,860,185			\$	15,486,779

#### Assumptions:

Land Values inflate at 1% per year

Improvement Values inflate at 2% per year

Assumes all residential structures eligible for Homeowner's Exemption

Property tax inome aviable 2 years after completion of construction

New construction values inflate on same basis as original improvement values (2%)

### McCall Area 2A URD Revenue Allocation Estimates August 2018 - Scenario 2 (\$175 / Sq. Ft Construction Cost)

## (10% Buildout of Likely Redeveloped Properties \$175 / Sq. Ft Construction Value) 315,912 Square feet over 20 year @ \$175 / squre Foot Construction Value Annual Average Square Feet of New Developmenet = 17,896

Year	d Value (+1% nually) w/ ad ex	Im	Initial provement Value	То	tal Assessed Value	Annual New nst. Value on tax roll		m. New Const ue + Inflation @ 2%	Н	Cumulative omeowners' Exemption	Т	axable Value	Inc	crement Value (I - Base)	Levy Rate (-0%)	Та	x Increment Yield	Ad	min Costs (10%)	Capi	unding for ital Projects / ebt Service
2019	\$ 16,580,984	\$	36,738,593	\$	53,319,577	\$ -	\$	-	\$	-	\$	53,319,577	\$	-	0.0087	\$	-				
2020	\$ 16,746,794	\$	37,473,365	\$	54,220,159	\$ -	\$	-	\$	-	\$	54,220,159	\$	900,582	0.0087	\$	7,835			\$	784
2021	\$ 16,914,262	\$	38,222,832	\$	55,137,094	\$ 3,100,000	\$	3,100,000	\$	-	\$	58,237,094	\$	4,917,517	0.0087	\$	42,782	\$	4,278	\$	38,504
2022	\$ 17,083,404	\$	38,987,289	\$	56,070,693	\$ 15,100,000	\$	18,262,000	\$	5,000,000	\$	69,332,693	\$	16,013,116	0.0087	\$	139,314	\$	13,931	\$	125,383
2023	\$ 17,254,238	\$	39,767,035	\$	57,021,273	\$ 3,100,000	\$	21,727,240	\$	5,000,000	\$	73,748,513	\$	20,428,936	0.0087	\$	177,732	\$	20,000	\$	157,732
2024	\$ 17,426,781	\$	40,562,375	\$	57,989,156	\$ 3,100,000	\$	25,261,785	\$	5,000,000	\$	78,250,941	\$	24,931,364	0.0087	\$	216,903	\$	20,000	\$	196,903
2025	\$ 17,601,049	\$	41,373,623	\$	58,974,671	\$ 15,100,000	\$	40,867,020	\$	10,000,000	\$	89,841,692	\$	36,522,115	0.0087	\$	317,742	\$	20,000	\$	297,742
2026	\$ 17,777,059	\$	42,201,095	\$	59,978,154	\$ 3,100,000	\$	44,784,361	\$	10,000,000	\$	94,762,515	\$	41,442,938	0.0087	\$	360,554	\$	20,000	\$	340,554
2027	\$ 17,954,830	\$	43,045,117	\$	60,999,947	\$ 3,100,000	\$	48,780,048	\$	10,000,000	\$	99,779,995	\$	46,460,418	0.0087	\$	404,206	\$	20,000	\$	384,206
2028	\$ 18,134,378	\$	43,906,019	\$	62,040,397	\$ 3,100,000	\$	52,855,649	\$	10,000,000	\$	104,896,047	\$	51,576,470	0.0087	\$	448,715	\$	20,000	\$	428,715
2029	\$ 18,315,722	\$	44,784,140	\$	63,099,862	\$ 3,100,000	\$	57,012,762	\$	10,000,000	\$	110,112,624	\$	56,793,047	0.0087	\$	494,100	\$	20,000	\$	474,100
2030	\$ 18,498,879	\$	45,679,823	\$	64,178,702	\$ 3,100,000	\$	61,253,017	\$	10,000,000	\$	115,431,719	\$	62,112,142	0.0087	\$	540,376	\$	20,000	\$	520,376
2031	\$ 18,683,868	\$	46,593,419	\$	65,277,287	\$ 3,100,000	\$	65,578,078	\$	10,000,000	\$	120,855,365	\$	67,535,788	0.0087	\$	587,561	\$	20,000	\$	567,561
2032	\$ 18,870,706	\$	47,525,287	\$	66,395,994	\$ 3,100,000	\$	69,989,639	\$	10,000,000	\$	126,385,633	\$	73,066,056	0.0087	\$	635,675	\$	20,000	\$	615,675
2033	\$ 19,059,414	\$	48,475,793	\$	67,535,207	\$ 3,100,000	\$	74,489,432	\$	10,000,000	\$	132,024,639	\$	78,705,062	0.0087	\$	684,734	\$	20,000	\$	664,734
2034	\$ 19,250,008	\$	49,445,309	\$	68,695,317	\$ 3,100,000	\$	79,079,221	\$	10,000,000	\$	137,774,537	\$	84,454,960	0.0087	\$	734,758	\$	20,000	\$	714,758
2035	\$ 19,442,508	\$	50,434,215	\$	69,876,723	\$ 3,100,000	\$	83,760,805	\$	10,000,000	\$	143,637,528	\$	90,317,951	0.0087	\$	785,766	\$	20,000	\$	765,766
2036	\$ 19,636,933	\$	51,442,900	\$	71,079,832	\$ 3,100,000	\$	88,536,021	\$	10,000,000	\$	149,615,854	\$	96,296,277	0.0087	\$	837,778	\$	20,000	\$	817,778
2037	\$ 19,833,302	\$	52,471,758	\$	72,305,060	\$ 3,100,000	\$	93,406,742	\$	10,000,000	\$	155,711,801	\$	102,392,224	0.0087	\$	890,812	\$	20,000	\$	870,812
2038	\$ 20,031,635	\$	53,521,193	\$	73,552,828	\$ 3,100,000	\$	98,374,876	\$	10,000,000	\$	161,927,704	\$	108,608,127	0.0087	\$	944,891	\$	20,000	\$	924,891
2039	\$ 20,231,952	\$	54,591,617	\$	74,823,568	\$ 3,100,000	\$	103,442,374	\$	10,000,000	\$	168,265,942	\$	114,946,365	0.0087	\$	1,000,033	\$	20,000	\$	980,033
						\$ 82,900,000	:									\$	10,252,267			\$	9,887,005

#### Assumptions:

Land Values inflate at 1% per year

Improvement Values inflate at 2% per year

Assumes all residential structures eligible for Homeowner's Exemption

Property tax inome aviable 2 years after completion of construction

New construction values inflate on same basis as original improvement values (2%)

Adminstrative costs at 10% capped at \$20,000 per year

# (50% Buildout of Likely Redeveloped Properties) 1,640,034 Square feet over 20 yers @ \$175 / squre Foot Construction Value Annual Average Square Feet of New Developmenet =82,000

Year	d Value (+1% annually)	lm	Initial provement Value	То	tal Assessed Value	Annual New onst. Value on tax roll	m. New Const lue + Inflation @ 2%	Hom	nulative eowners emption	т	axable Value	Inc	crement Value (I - Base)	Levy Rate (-0%)	Та	x Increment Yield	Admin Costs (10%)	Cap	unding for pital Projects Debt Service
2019	\$ 9,581,866	\$	31,356,636	\$	40,938,502	\$ -	\$ -	\$	-	\$	40,938,502	\$	-	0.0087	\$	-			
2020	\$ 9,677,685	\$	31,983,769	\$	41,661,453	\$ -	\$ -	\$	-	\$	41,661,453	\$	722,951	0.0087	\$	6,290	\$ 629	\$	5,661
2021	\$ 9,774,462	\$	32,623,444	\$	42,397,906	\$ 14,350,000	\$ 14,350,000	\$	-	\$	56,747,906	\$	15,809,404	0.0087	\$	137,542	\$ 13,754	\$	123,788
2022	\$ 9,872,206	\$	33,275,913	\$	43,148,119	\$ 14,350,000	\$ 28,987,000	\$	-	\$	72,135,119	\$	31,196,617	0.0087	\$	271,411	\$ 20,000	\$	251,411
2023	\$ 9,970,928	\$	33,941,431	\$	43,912,359	\$ 14,350,000	\$ 43,916,740	\$	-	\$	87,829,099	\$	46,890,597	0.0087	\$	407,948	\$ 20,000	\$	387,948
2024	\$ 10,070,637	\$	34,620,260	\$	44,690,897	\$ 14,350,000	\$ 59,145,075	\$	-	\$	103,835,972	\$	62,897,470	0.0087	\$	547,208	\$ 20,000	\$	527,208
2025	\$ 10,171,344	\$	35,312,665	\$	45,484,009	\$ 14,350,000	\$ 74,677,976	\$	-	\$	120,161,985	\$	79,223,483	0.0087	\$	689,244	\$ 20,000	\$	669,244
2026	\$ 10,273,057	\$	36,018,918	\$	46,291,976	\$ 14,350,000	\$ 90,521,536	\$	-	\$	136,813,511	\$	95,875,009	0.0087	\$	834,113	\$ 20,000	\$	814,113
2027	\$ 10,375,788	\$	36,739,297	\$	47,115,085	\$ 14,350,000	\$ 106,681,967	\$	-	\$	153,797,051	\$	112,858,549	0.0087	\$	981,869	\$ 20,000	\$	961,869
2028	\$ 10,479,546	\$	37,474,083	\$	47,953,628	\$ 14,350,000	\$ 123,165,606	\$	-	\$	171,119,234	\$	130,180,732	0.0087	\$	1,132,572	\$ 20,000	\$	1,112,572
2029	\$ 10,584,341	\$	38,223,564	\$	48,807,906	\$ 14,350,000	\$ 139,978,918	\$	-	\$	188,786,823	\$	147,848,321	0.0087	\$	1,286,280	\$ 20,000	\$	1,266,280
2030	\$ 10,690,185	\$	38,988,036	\$	49,678,220	\$ 14,350,000	\$ 157,128,496	\$	-	\$	206,806,717	\$	165,868,215	0.0087	\$	1,443,053	\$ 20,000	\$	1,423,053
2031	\$ 10,797,086	\$	39,767,796	\$	50,564,883	\$ 14,350,000	\$ 174,621,066	\$	-	\$	225,185,949	\$	184,247,447	0.0087	\$	1,602,953	\$ 20,000	\$	1,582,953
2032	\$ 10,905,057	\$	40,563,152	\$	51,468,210	\$ 14,350,000	\$ 192,463,488	\$	-	\$	243,931,697	\$	202,993,195	0.0087	\$	1,766,041	\$ 20,000	\$	1,746,041
2033	\$ 11,014,108	\$	41,374,415	\$	52,388,523	\$ 14,350,000	\$ 210,662,757	\$	-	\$	263,051,281	\$	222,112,779	0.0087	\$	1,932,381	\$ 20,000	\$	1,912,381
2034	\$ 11,124,249	\$	42,201,904	\$	53,326,153	\$ 14,350,000	\$ 229,226,012	\$	-	\$	282,552,165	\$	241,613,663	0.0087	\$	2,102,039	\$ 20,000	\$	2,082,039
2035	\$ 11,235,491	\$	43,045,942	\$	54,281,433	\$ 14,350,000	\$ 248,160,533	\$	-	\$	302,441,966	\$	261,503,464	0.0087	\$	2,275,080	\$ 20,000	\$	2,255,080
2036	\$ 11,347,846	\$	43,906,860	\$	55,254,707	\$ 14,350,000	\$ 267,473,743	\$	-	\$	322,728,450	\$	281,789,948	0.0087	\$	2,451,573	\$ 20,000	\$	2,431,573
2037	\$ 11,461,325	\$	44,784,998	\$	56,246,323	\$ 14,350,000	\$ 287,173,218	\$	-	\$	343,419,541	\$	302,481,039	0.0087	\$	2,631,585	\$ 20,000	\$	2,611,585
2038	\$ 11,575,938	\$	45,680,698	\$	57,256,636	\$ 14,350,000	\$ 307,266,683	\$	-	\$	364,523,318	\$	323,584,816	0.0087	\$	2,815,188	\$ 20,000	\$	2,795,188
2039	\$ 11,691,697	\$	46,594,312	\$	58,286,009	\$ 14,350,000	\$ 327,762,016	\$	-	\$	386,048,025	\$	345,109,523	0.0087	\$	3,002,453	\$ 20,000	\$	2,982,453
						\$ 272,650,000									\$	28,316,823		\$	27,942,440

# (33% Buildout of Likely Redeveloped Properties) 1,082,422 Square feet over 20 years @ \$175 / squre Foot Construction Value Annual Average Square Feet of New Developmenet = 54,121

Year	d Value (+1% annually)	lm	Initial provement Value	То	tal Assessed Value	Annual New onst. Value on tax roll	m. New Const lue + Inflation @ 2%	Home	ulative owners mption	т	axable Value	Inc	crement Value (I - Base)	Levy Rate (-0%)	Та	x Increment Yield	Admin Costs (10%)	Ca	unding for pital Projects Debt Service
2019	\$ 9,581,866	\$	31,356,636	\$	40,938,502	\$ -	\$ -	\$	-	\$	40,938,502	\$	-	0.0087	\$	-			
2020	\$ 9,677,685	\$	31,983,769	\$	41,661,453	\$ -	\$ -	\$	-	\$	41,661,453	\$	722,951	0.0087	\$	6,290	\$ 629	\$	5,661
2021	\$ 9,774,462	\$	32,623,444	\$	42,397,906	\$ 9,500,000	\$ 9,500,000	\$	-	\$	51,897,906	\$	10,959,404	0.0087	\$	95,347	\$ 9,535	\$	85,812
2022	\$ 9,872,206	\$	33,275,913	\$	43,148,119	\$ 9,500,000	\$ 19,190,000	\$	-	\$	62,338,119	\$	21,399,617	0.0087	\$	186,177	\$ 20,000	\$	166,177
2023	\$ 9,970,928	\$	33,941,431	\$	43,912,359	\$ 9,500,000	\$ 29,073,800	\$	-	\$	72,986,159	\$	32,047,657	0.0087	\$	278,815	\$ 20,000	\$	258,815
2024	\$ 10,070,637	\$	34,620,260	\$	44,690,897	\$ 9,500,000	\$ 39,155,276	\$	-	\$	83,846,173	\$	42,907,671	0.0087	\$	373,297	\$ 20,000	\$	353,297
2025	\$ 10,171,344	\$	35,312,665	\$	45,484,009	\$ 9,500,000	\$ 49,438,382	\$	-	\$	94,922,390	\$	53,983,888	0.0087	\$	469,660	\$ 20,000	\$	449,660
2026	\$ 10,273,057	\$	36,018,918	\$	46,291,976	\$ 9,500,000	\$ 59,927,149	\$	-	\$	106,219,125	\$	65,280,623	0.0087	\$	567,941	\$ 20,000	\$	547,941
2027	\$ 10,375,788	\$	36,739,297	\$	47,115,085	\$ 9,500,000	\$ 70,625,692	\$	-	\$	117,740,777	\$	76,802,275	0.0087	\$	668,180	\$ 20,000	\$	648,180
2028	\$ 10,479,546	\$	37,474,083	\$	47,953,628	\$ 9,500,000	\$ 81,538,206	\$	-	\$	129,491,834	\$	88,553,332	0.0087	\$	770,414	\$ 20,000	\$	750,414
2029	\$ 10,584,341	\$	38,223,564	\$	48,807,906	\$ 9,500,000	\$ 92,668,970	\$	-	\$	141,476,876	\$	100,538,374	0.0087	\$	874,684	\$ 20,000	\$	854,684
2030	\$ 10,690,185	\$	38,988,036	\$	49,678,220	\$ 9,500,000	\$ 104,022,349	\$	-	\$	153,700,570	\$	112,762,068	0.0087	\$	981,030	\$ 20,000	\$	961,030
2031	\$ 10,797,086	\$	39,767,796	\$	50,564,883	\$ 9,500,000	\$ 115,602,796	\$	-	\$	166,167,679	\$	125,229,177	0.0087	\$	1,089,494	\$ 20,000	\$	1,069,494
2032	\$ 10,905,057	\$	40,563,152	\$	51,468,210	\$ 9,500,000	\$ 127,414,852	\$	-	\$	178,883,062	\$	137,944,560	0.0087	\$	1,200,118	\$ 20,000	\$	1,180,118
2033	\$ 11,014,108	\$	41,374,415	\$	52,388,523	\$ 9,500,000	\$ 139,463,149	\$	-	\$	191,851,673	\$	150,913,171	0.0087	\$	1,312,945	\$ 20,000	\$	1,292,945
2034	\$ 11,124,249	\$	42,201,904	\$	53,326,153	\$ 9,500,000	\$ 151,752,412	\$	-	\$	205,078,565	\$	164,140,063	0.0087	\$	1,428,019	\$ 20,000	\$	1,408,019
2035	\$ 11,235,491	\$	43,045,942	\$	54,281,433	\$ 9,500,000	\$ 164,287,461	\$	-	\$	218,568,894	\$	177,630,392	0.0087	\$	1,545,384	\$ 20,000	\$	1,525,384
2036	\$ 11,347,846	\$	43,906,860	\$	55,254,707	\$ 9,500,000	\$ 177,073,210	\$	-	\$	232,327,917	\$	191,389,415	0.0087	\$	1,665,088	\$ 20,000	\$	1,645,088
2037	\$ 11,461,325	\$	44,784,998	\$	56,246,323	\$ 9,500,000	\$ 190,114,674	\$	-	\$	246,360,997	\$	205,422,495	0.0087	\$	1,787,176	\$ 20,000	\$	1,767,176
2038	\$ 11,575,938	\$	45,680,698	\$	57,256,636	\$ 9,500,000	\$ 203,416,968	\$	-	\$	260,673,603	\$	219,735,101	0.0087	\$	1,911,695	\$ 20,000	\$	1,891,695
2039	\$ 11,691,697	\$	46,594,312	\$	58,286,009	\$ 9,500,000	\$ 216,985,307	\$	-	\$	275,271,316	\$	234,332,814	0.0087	\$	2,038,695	\$ 20,000	\$	2,018,695
						\$ 180,500,000									\$	19,250,447		\$	18,880,283

# (25% Buildout of Likely Redeveloped Properties) 820,017 Square feet over 20 years @ \$175 / squre Foot Construction Value Annual Average Square Feet of New Developmenet =41,000

Year	d Value (+1% annually)	lm	Initial provement Value	То	tal Assessed Value	Annual New onst. Value on tax roll	m. New Const lue + Inflation @ 2%	Hom	mulative neowners emption	Т	axable Value	Inc	crement Value (I - Base)	Levy Rate (-0%)	Та	x Increment Yield	C	lmin osts .0%)	Сар	unding for ital Projects ebt Service
2019	\$ 9,581,866	\$	31,356,636	\$	40,938,502	\$ -	\$ -	\$	-	\$	40,938,502	\$	-	0.0087	\$	-				
2020	\$ 9,677,685	\$	31,983,769	\$	41,661,453	\$ -	\$ -	\$	-	\$	41,661,453	\$	722,951	0.0087	\$	6,290	\$	629	\$	5,661
2021	\$ 9,774,462	\$	32,623,444	\$	42,397,906	\$ 7,175,000	\$ 7,175,000	\$	-	\$	49,572,906	\$	8,634,404	0.0087	\$	75,119	\$	7,512	\$	67,607
2022	\$ 9,872,206	\$	33,275,913	\$	43,148,119	\$ 7,175,000	\$ 14,493,500	\$	-	\$	57,641,619	\$	16,703,117	0.0087	\$	145,317	\$ 2	20,000	\$	125,317
2023	\$ 9,970,928	\$	33,941,431	\$	43,912,359	\$ 7,175,000	\$ 21,958,370	\$	-	\$	65,870,729	\$	24,932,227	0.0087	\$	216,910	\$ 2	20,000	\$	196,910
2024	\$ 10,070,637	\$	34,620,260	\$	44,690,897	\$ 7,175,000	\$ 29,572,537	\$	-	\$	74,263,435	\$	33,324,933	0.0087	\$	289,927	\$ 2	20,000	\$	269,927
2025	\$ 10,171,344	\$	35,312,665	\$	45,484,009	\$ 7,175,000	\$ 37,338,988	\$	-	\$	82,822,997	\$	41,884,495	0.0087	\$	364,395	\$ 2	20,000	\$	344,395
2026	\$ 10,273,057	\$	36,018,918	\$	46,291,976	\$ 7,175,000	\$ 45,260,768	\$	-	\$	91,552,744	\$	50,614,242	0.0087	\$	440,344	\$ 2	20,000	\$	420,344
2027	\$ 10,375,788	\$	36,739,297	\$	47,115,085	\$ 7,175,000	\$ 53,340,983	\$	-	\$	100,456,068	\$	59,517,566	0.0087	\$	517,803	\$ 2	20,000	\$	497,803
2028	\$ 10,479,546	\$	37,474,083	\$	47,953,628	\$ 7,175,000	\$ 61,582,803	\$	-	\$	109,536,431	\$	68,597,929	0.0087	\$	596,802	\$ 2	20,000	\$	576,802
2029	\$ 10,584,341	\$	38,223,564	\$	48,807,906	\$ 7,175,000	\$ 69,989,459	\$	-	\$	118,797,364	\$	77,858,862	0.0087	\$	677,372	\$ 2	20,000	\$	657,372
2030	\$ 10,690,185	\$	38,988,036	\$	49,678,220	\$ 7,175,000	\$ 78,564,248	\$	-	\$	128,242,468	\$	87,303,966	0.0087	\$	759,545	\$ 2	20,000	\$	739,545
2031	\$ 10,797,086	\$	39,767,796	\$	50,564,883	\$ 7,175,000	\$ 87,310,533	\$	-	\$	137,875,416	\$	96,936,914	0.0087	\$	843,351	\$ 2	20,000	\$	823,351
2032	\$ 10,905,057	\$	40,563,152	\$	51,468,210	\$ 7,175,000	\$ 96,231,744	\$	-	\$	147,699,953	\$	106,761,451	0.0087	\$	928,825	\$ 2	20,000	\$	908,825
2033	\$ 11,014,108	\$	41,374,415	\$	52,388,523	\$ 7,175,000	\$ 105,331,379	\$	-	\$	157,719,902	\$	116,781,400	0.0087	\$	1,015,998	\$ 2	20,000	\$	995,998
2034	\$ 11,124,249	\$	42,201,904	\$	53,326,153	\$ 7,175,000	\$ 114,613,006	\$	-	\$	167,939,159	\$	127,000,657	0.0087	\$	1,104,906	\$ 2	20,000	\$	1,084,906
2035	\$ 11,235,491	\$	43,045,942	\$	54,281,433	\$ 7,175,000	\$ 124,080,266	\$	-	\$	178,361,699	\$	137,423,197	0.0087	\$	1,195,582	\$ 2	20,000	\$	1,175,582
2036	\$ 11,347,846	\$	43,906,860	\$	55,254,707	\$ 7,175,000	\$ 133,736,872	\$	-	\$	188,991,579	\$	148,053,077	0.0087	\$	1,288,062	\$ 2	20,000	\$	1,268,062
2037	\$ 11,461,325	\$	44,784,998	\$	56,246,323	\$ 7,175,000	\$ 143,586,609	\$	-	\$	199,832,932	\$	158,894,430	0.0087	\$	1,382,382	\$ 2	20,000	\$	1,362,382
2038	\$ 11,575,938	\$	45,680,698	\$	57,256,636	\$ 7,175,000	\$ 153,633,341	\$	-	\$	210,889,977	\$	169,951,475	0.0087	\$	1,478,578	\$ 2	20,000	\$	1,458,578
2039	\$ 11,691,697	\$	46,594,312	\$	58,286,009	\$ 7,175,000	\$ 163,881,008	\$	-	\$	222,167,017	\$	181,228,515	0.0087	\$	1,576,688	\$ 2	20,000	\$	1,556,688
						\$ 136,325,000									\$	14,904,195			\$	14,536,054

# (20% Buildout of Likely Redeveloped Properties) 656,014 Square feet over 20 years @ \$175 / squre Foot Construction Value Annual Average Square Feet of New Developmenet =32,800

Year		d Value (+1% annually)	lm	Initial provement Value	То	tal Assessed Value	Annual New onst. Value on tax roll	m. New Const lue + Inflation @ 2%	Ho	mulative meowners xemption	т	axable Value	In	crement Value (I - Base)	Levy Rate (-0%)	Та	x Increment Yield	c	dmin Costs 10%)	Сар	unding for ital Projects ebt Service
2019	\$	9,581,866	\$	31,356,636	\$	40,938,502	\$ -	\$ -	\$	-	\$	40,938,502	\$	-	0.0087	\$	-				
2020	\$	9,677,685	\$	31,983,769	\$	41,661,453	\$ -	\$ -	\$	-	\$	41,661,453	\$	722,951	0.0087	\$	6,290	\$	629	\$	5,661
2021	. \$	9,774,462	\$	32,623,444	\$	42,397,906	\$ 5,740,000	\$ 5,740,000	\$	-	\$	48,137,906	\$	7,199,404	0.0087	\$	62,635	\$	6,263	\$	56,371
2022	\$	9,872,206	\$	33,275,913	\$	43,148,119	\$ 5,740,000	\$ 11,594,800	\$	-	\$	54,742,919	\$	13,804,417	0.0087	\$	120,098	\$ :	20,000	\$	100,098
2023	\$	9,970,928	\$	33,941,431	\$	43,912,359	\$ 5,740,000	\$ 17,566,696	\$	-	\$	61,479,055	\$	20,540,553	0.0087	\$	178,703	\$ :	20,000	\$	158,703
2024	\$	10,070,637	\$	34,620,260	\$	44,690,897	\$ 5,740,000	\$ 23,658,030	\$	-	\$	68,348,927	\$	27,410,425	0.0087	\$	238,471	\$ :	20,000	\$	218,471
2025	\$	10,171,344	\$	35,312,665	\$	45,484,009	\$ 5,740,000	\$ 29,871,191	\$	-	\$	75,355,199	\$	34,416,697	0.0087	\$	299,425	\$ :	20,000	\$	279,425
2026	\$	10,273,057	\$	36,018,918	\$	46,291,976	\$ 5,740,000	\$ 36,208,614	\$	-	\$	82,500,590	\$	41,562,088	0.0087	\$	361,590	\$ :	20,000	\$	341,590
2027	\$	10,375,788	\$	36,739,297	\$	47,115,085	\$ 5,740,000	\$ 42,672,787	\$	-	\$	89,787,871	\$	48,849,369	0.0087	\$	424,990	\$ :	20,000	\$	404,990
2028	\$	10,479,546	\$	37,474,083	\$	47,953,628	\$ 5,740,000	\$ 49,266,242	\$	-	\$	97,219,871	\$	56,281,369	0.0087	\$	489,648	\$ :	20,000	\$	469,648
2029	\$	10,584,341	\$	38,223,564	\$	48,807,906	\$ 5,740,000	\$ 55,991,567	\$	-	\$	104,799,473	\$	63,860,971	0.0087	\$	555,590	\$ :	20,000	\$	535,590
2030	\$	10,690,185	\$	38,988,036	\$	49,678,220	\$ 5,740,000	\$ 62,851,399	\$	-	\$	112,529,619	\$	71,591,117	0.0087	\$	622,843	\$ :	20,000	\$	602,843
2031	. \$	10,797,086	\$	39,767,796	\$	50,564,883	\$ 5,740,000	\$ 69,848,427	\$	-	\$	120,413,309	\$	79,474,807	0.0087	\$	691,431	\$ :	20,000	\$	671,431
2032	\$	10,905,057	\$	40,563,152	\$	51,468,210	\$ 5,740,000	\$ 76,985,395	\$	-	\$	128,453,605	\$	87,515,103	0.0087	\$	761,381	\$ :	20,000	\$	741,381
2033	\$	11,014,108	\$	41,374,415	\$	52,388,523	\$ 5,740,000	\$ 84,265,103	\$	-	\$	136,653,626	\$	95,715,124	0.0087	\$	832,722	\$ :	20,000	\$	812,722
2034	\$	11,124,249	\$	42,201,904	\$	53,326,153	\$ 5,740,000	\$ 91,690,405	\$	-	\$	145,016,558	\$	104,078,056	0.0087	\$	905,479	\$ :	20,000	\$	885,479
2035	\$	11,235,491	\$	43,045,942	\$	54,281,433	\$ 5,740,000	\$ 99,264,213	\$	-	\$	153,545,646	\$	112,607,144	0.0087	\$	979,682	\$ :	20,000	\$	959,682
2036	\$	11,347,846	\$	43,906,860	\$	55,254,707	\$ 5,740,000	\$ 106,989,497	\$	-	\$	162,244,204	\$	121,305,702	0.0087	\$	1,055,360	\$ :	20,000	\$	1,035,360
2037	\$	11,461,325	\$	44,784,998	\$	56,246,323	\$ 5,740,000	\$ 114,869,287	\$	-	\$	171,115,610	\$	130,177,108	0.0087	\$	1,132,541	\$ :	20,000	\$	1,112,541
2038	\$	11,575,938	\$	45,680,698	\$	57,256,636	\$ 5,740,000	\$ 122,906,673	\$	-	\$	180,163,309	\$	139,224,807	0.0087	\$	1,211,256	\$ :	20,000	\$	1,191,256
2039	\$	11,691,697	\$	46,594,312	\$	58,286,009	\$ 5,740,000	\$ 131,104,807	\$	-	\$	189,390,816	\$	148,452,314	0.0087	\$	1,291,535	\$ :	20,000	\$	1,271,535
							\$ 109,060,000									\$	12,221,669			\$	11,854,776

# (10% Buildout of Likely Redeveloped Properties) 328,007 Square feet over 20 year @ \$175 / squre Foot Construction Value Annual Average Square Feet of New Developmenet = 16,400

Year		d Value (+1% annually)	lm	Initial provement Value	То	tal Assessed Value	Annual New Inst. Value on tax roll	m. New Const lue + Inflation @ 2%	Hom	nulative leowners emption	Ta	axable Value	In	crement Value (I - Base)	Levy Rate (-0%)	Tax	x Increment Yield	Admin Costs (10%)	Ca	Funding for pital Projects Debt Service
2019	\$	9,581,866	\$	31,356,636	\$	40,938,502	\$ -	\$ -	\$	-	\$	40,938,502	\$	-	0.0087	\$	-			
2020	\$	9,677,685	\$	31,983,769	\$	41,661,453	\$ -	\$ -	\$	-	\$	41,661,453	\$	722,951	0.0087	\$	6,290	\$ 629	\$	5,661
2021	. \$	9,774,462	\$	32,623,444	\$	42,397,906	\$ 2,800,000	\$ 2,800,000	\$	-	\$	45,197,906	\$	4,259,404	0.0087	\$	37,057	\$ 3,706	\$	33,351
2022	\$	9,872,206	\$	33,275,913	\$	43,148,119	\$ 2,800,000	\$ 5,656,000	\$	-	\$	48,804,119	\$	7,865,617	0.0087	\$	68,431	\$ 20,000	) \$	48,431
2023	\$	9,970,928	\$	33,941,431	\$	43,912,359	\$ 2,800,000	\$ 8,569,120	\$	-	\$	52,481,479	\$	11,542,977	0.0087	\$	100,424	\$ 20,000	\$	80,424
2024	\$	10,070,637	\$	34,620,260	\$	44,690,897	\$ 2,800,000	\$ 11,540,502	\$	-	\$	56,231,400	\$	15,292,898	0.0087	\$	133,048	\$ 20,000	) \$	113,048
2025	\$	10,171,344	\$	35,312,665	\$	45,484,009	\$ 2,800,000	\$ 14,571,312	\$	-	\$	60,055,321	\$	19,116,819	0.0087	\$	166,316	\$ 20,000	) \$	146,316
2026	\$	10,273,057	\$	36,018,918	\$	46,291,976	\$ 2,800,000	\$ 17,662,739	\$	-	\$	63,954,714	\$	23,016,212	0.0087	\$	200,241	\$ 20,000	) \$	180,241
2027	\$	10,375,788	\$	36,739,297	\$	47,115,085	\$ 2,800,000	\$ 20,815,993	\$	-	\$	67,931,078	\$	26,992,576	0.0087	\$	234,835	\$ 20,000	) \$	214,835
2028	\$	10,479,546	\$	37,474,083	\$	47,953,628	\$ 2,800,000	\$ 24,032,313	\$	-	\$	71,985,942	\$	31,047,440	0.0087	\$	270,113	\$ 20,000	\$	250,113
2029	\$	10,584,341	\$	38,223,564	\$	48,807,906	\$ 2,800,000	\$ 27,312,960	\$	-	\$	76,120,865	\$	35,182,363	0.0087	\$	306,087	\$ 20,000	) \$	286,087
2030	\$	10,690,185	\$	38,988,036	\$	49,678,220	\$ 2,800,000	\$ 30,659,219	\$	-	\$	80,337,439	\$	39,398,937	0.0087	\$	342,771	\$ 20,000	) \$	322,771
2031	. \$	10,797,086	\$	39,767,796	\$	50,564,883	\$ 2,800,000	\$ 34,072,403	\$	-	\$	84,637,286	\$	43,698,784	0.0087	\$	380,179	\$ 20,000	) \$	360,179
2032	\$	10,905,057	\$	40,563,152	\$	51,468,210	\$ 2,800,000	\$ 37,553,851	\$	-	\$	89,022,061	\$	48,083,559	0.0087	\$	418,327	\$ 20,000	) \$	398,327
2033	\$	11,014,108	\$	41,374,415	\$	52,388,523	\$ 2,800,000	\$ 41,104,928	\$	-	\$	93,493,451	\$	52,554,949	0.0087	\$	457,228	\$ 20,000	) \$	437,228
2034	\$	11,124,249	\$	42,201,904	\$	53,326,153	\$ 2,800,000	\$ 44,727,027	\$	-	\$	98,053,179	\$	57,114,677	0.0087	\$	496,898	\$ 20,000	) \$	476,898
2035	\$	11,235,491	\$	43,045,942	\$	54,281,433	\$ 2,800,000	\$ 48,421,567	\$	-	\$	102,703,000	\$	61,764,498	0.0087	\$	537,351	\$ 20,000	) \$	517,351
2036	\$	11,347,846	\$	43,906,860	\$	55,254,707	\$ 2,800,000	\$ 52,189,999	\$	-	\$	107,444,706	\$	66,506,204	0.0087	\$	578,604	\$ 20,000	) \$	558,604
2037	\$	11,461,325	\$	44,784,998	\$	56,246,323	\$ 2,800,000	\$ 56,033,799	\$	-	\$	112,280,121	\$	71,341,619	0.0087	\$	620,672	\$ 20,000	) \$	600,672
2038	\$	11,575,938	\$	45,680,698	\$	57,256,636	\$ 2,800,000	\$ 59,954,475	\$	-	\$	117,211,110	\$	76,272,608	0.0087	\$	663,572	\$ 20,000	\$	643,572
2039	\$	11,691,697	\$	46,594,312	\$	58,286,009	\$ 2,800,000	\$ 63,953,564	\$	-	\$	122,239,573	\$	81,301,071	0.0087	\$	707,319	\$ 20,000	\$	687,319
							\$ 53,200,000									\$	6,725,763		\$	6,361,428

## McCALL CITY COUNCIL AGENDA BILL

216 East Park Street McCall, Idaho 83638

**Number AB 18-226** 

Meeting Date September 27, 2018

Tree Committee Annual Accomplishment Report   Mode	Mayor / Council City Manager Clerk Creasurer Community Development Police Department Public Works Golf Course Parks and Recreation Airport Library Information Systems Grant Coordinator	Initials  ABS	Originator Supporter  Originator
for FY18  COST IMPACT: N/A POUNDING N/A A SOURCE: L TIMELINE: September 27, 2018  SUMMARY STATEMENT:  A Tree Committee Member will present Council with the commit	City Manager Clerk Creasurer Community Development Police Department Public Works Golf Course Parks and Recreation Airport Library Information Systems		
for FY18  COST IMPACT: N/A POUNDING N/A SOURCE: L TIMELINE: September 27, 2018  SUMMARY STATEMENT:  A Tree Committee Member will present Council with the commit	Clerk Creasurer Community Development Police Department Public Works Golf Course Parks and Recreation Airport Library Information Systems		Originator
COST IMPACT: N/A P FUNDING N/A A SOURCE: L TIMELINE: September 27, 2018 III G SUMMARY STATEMENT:  A Tree Committee Member will present Council with the commit	Creasurer Community Development Police Department Public Works Golf Course Parks and Recreation Airport Library Information Systems		Originator
COST IMPACT: N/A P FUNDING N/A A SOURCE: L TIMELINE: September 27, 2018 III G SUMMARY STATEMENT:  A Tree Committee Member will present Council with the commit	Creasurer Community Development Police Department Public Works Golf Course Parks and Recreation Airport Library Information Systems	KW	Originator
COST IMPACT: N/A P FUNDING N/A A SOURCE: L TIMELINE: September 27, 2018 In SUMMARY STATEMENT:  A Tree Committee Member will present Council with the commit	Police Department Public Works Golf Course Parks and Recreation Airport Library Information Systems	KW	Originator
COST IMPACT: N/A P FUNDING N/A A SOURCE: L TIMELINE: September 27, 2018 In SUMMARY STATEMENT:  A Tree Committee Member will present Council with the commit	Police Department Public Works Golf Course Parks and Recreation Airport Library Information Systems	KW	Originator
COST IMPACT: N/A P FUNDING N/A A SOURCE: L TIMELINE: September 27, 2018 In G SUMMARY STATEMENT:  A Tree Committee Member will present Council with the commit	Public Works Golf Course Parks and Recreation Airport Library Information Systems	KW	Originator
COST IMPACT: N/A P FUNDING N/A A SOURCE: L TIMELINE: September 27, 2018 In G SUMMARY STATEMENT:  A Tree Committee Member will present Council with the commit	Parks and Recreation Airport Library Information Systems	KW	Originator
FUNDING N/A A SOURCE:  TIMELINE: September 27, 2018 In G  SUMMARY STATEMENT:  A Tree Committee Member will present Council with the commit	Airport Library nformation Systems	KW	Originator
SOURCE:  TIMELINE: September 27, 2018  II  SUMMARY STATEMENT:  A Tree Committee Member will present Council with the commit	ibrary nformation Systems		
TIMELINE: September 27, 2018  SUMMARY STATEMENT:  A Tree Committee Member will present Council with the commit	nformation Systems		
TIMELINE: September 27, 2018  SUMMARY STATEMENT:  A Tree Committee Member will present Council with the commit			
SUMMARY STATEMENT:  A Tree Committee Member will present Council with the commit			
A Tree Committee Member will present Council with the commi			
landmark tree or stand, of identifying and inventorying street tr that may affect landscaping and provide comment to the Plan Council. Members serve rotating three-year terms. The Tree Committee's annual report is attached.	rees, of reviewing dev	elopmen	it proposal
RECOMMENDED ACTION:  Review only.			
RECORD OF COUNCIL AC	CTION		



www.mccall.id.us

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#### 2018 McCall Tree Committee Year End Accomplishment Report

In summary the McCall Tree Committee helped maintain the Cities status as a Tree City USA for the seventeenth year in a row and achieve its twelfth annual growth award. Over the course of the year the committee continued to work towards educating the community on the value of its community forest and the growing threat of various insects and diseases affecting the area. The committee helped with the Arbor Day celebration which was held on April 28 at Franz Witte Nursery who co-sponsored the event for the third year in a row as a celebration of trees. The event was well attended and received by both children and adults within the community.

#### **Accomplishments:**

- 17<sup>th</sup> Annual Tree City USA Award
- 12<sup>th</sup> Annual Tree City USA Growth Award (*This award is issued if enough points are earned through the completion of various projects/activities designed to benefit the community forest.*)
- On May 25th approximately 100 Douglas-fir and Ponderosa Pine seedlings were planted with the McCall and Donnelly 5<sup>th</sup> grade students. Event was co-sponsored by Idaho Department of Lands with John Lillehaug (chair of the tree committee), Scott Sievers(IDL), Nathan Todd (McCall Donnelly Schools) teaching students a short lesson on forestry management.
- Arbor Day Celebration on April 28th at Franz Witte Nursery. The event and partnership with Franz Witte Nursery continues to grow and draw great crowds. This year's event was celebrated in conjunction with Earth Day as well and had partnering support from the Environmental Advisory Committee.
- Published numerous articles in the Star News regarding insect infestations and other tree
  and shrub diseases commonly seen in the area. Articles triggered follow up from
  community members with consultations and advice shared by John Lillehaug and the
  City Arborist.
- Continued to monitor and mitigate Doug Fir Beetle infestation on various private properties.
- Helped place MCH pheromone packets to mitigate against Doug Fir Beetle throughout the community.
- Helped field calls from the community and make site visits regarding arborist questions.
- Provided second opinions or support to the City Arborist when needed.
- The City was awarded the Rotary Grant for tree planting at Riverfront park. Tree planting project will take place on Saturday, October 27.

#### **Committee Members Include:**

- 1. John Lillehaug (Chair) 2. Whitey Rehberg 3. Randy Acker 4. Pavla Clouser
- 5. Nathan Todd

Joe Luff (regularly attends meetings in support)

## McCALL CITY COUNCIL AGENDA BILL

216 East Park Street McCall, Idaho 83638

Number AB 18-227

Meeting Date September 27, 2018

~****	AGENDA ITEM INF		7 7	
SUBJECT:		Department Approvals	Initials	Originator or Supporter
Parks and Rec	. Advisory Committee Annual	Mayor / Council		T.F.
Accomplishme		City Manager	ABS	
Accompusume	mi Kepori	Clerk	,,,	
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
COST IMPACT:	N/A	Parks and Recreation	KW	Originator
FUNDING	N/A	Airport		_
SOURCE:		Library		
TIMELINE:	September 27, 2018	Information Systems		
	September 27, 2010	Grant Coordinator		
A Parks and Rec	reation Advisory Committee Member w	ill present Council with the		
accomplishment Code 50-210 to a operations, mana	reation Advisory Committee Member w report. The Parks and Recreation Advis- dvise and make recommendations to the gement and programming of the McCall P voting members serving rotating three ye	ill present Council with the ory Committee is established McCall City Council on matal arks and Recreation Departn	d pursua ters perta	nt to Idal ining to tl
A Parks and Recaccomplishment Code 50-210 to a operations, manaconsists of seven	reation Advisory Committee Member w report. The Parks and Recreation Advise dvise and make recommendations to the gement and programming of the McCall P voting members serving rotating three year.	ill present Council with the ory Committee is established McCall City Council on matal arks and Recreation Departn	d pursua ters perta	nt to Idal ining to tl
A Parks and Recaccomplishment Code 50-210 to a operations, manaconsists of seven Report is attached RECOMMENDIA	reation Advisory Committee Member w report. The Parks and Recreation Advise dvise and make recommendations to the gement and programming of the McCall P voting members serving rotating three year.	ill present Council with the ory Committee is established McCall City Council on mat arks and Recreation Department terms.	d pursua ters perta	nt to Idal ining to tl

#### 2018 McCall Parks & Recreation Advisory Board

#### Annual Report to City Council

Chairman: Irwin Mulnick

Members: Corey Nelson, Matt Linde, Forrest Stanley, Brigid Lawrence, Donna Bush

High School Rep: Laural Crawford

City Employee: Kurt Wolf, Parks and Recreation Director

#### Recreation Programs FY 18:

**27** programs offered; **1,181** registrations from Fall/Winter 2017 to Fall 2018; approximately **800** participants in various tournaments and special events held in McCall Parks. We decreased the number of programs offered, but increased the number of registrations. We are leaning towards offering quality recreation programs, not quantity. List of programs offered (\* indicates contract employee)

Fall/Winter 2017	
Youth Wrestling*	21
Youth Basketball*	87
Adult Co-Ed Indoor Soccer	60
Tots & Tykes (3 sessions)	32
Messy Munchkins	9
Photo Contest	20
3v3 Adult Basketball (8 teams)	32
<u>Spring 2018</u>	
Plant Night	30
Spring Soccer	71
Elem. Volleyball	20
Pickleball (season pass)	2
Pickleball (day pass)	126
Girls Softball	24
Boys Baseball	64
Coach Pitch	17
<u>Summer 2018</u>	
Soccer Camp (Grades 1-6)*	48
Soccer Camp (Grades 7-12)*	26
Mountain Biking (2.5 sessions)	59
Tee Ball	25
Wee Soccer	88
Youth Tennis (4 sessions)*	110
Adult Tennis (2 sessions)*	6
SNAG Golf	20
Adult Softball (7 teams)	80
Tamarack Rafting*	38
Tamarack Zip Line*	34
Fall 2018	
Fall Soccer	48
Fall Baseball	18

#### 2018 McCall Parks & Recreation Advisory Board

#### Annual Report to City Council

#### **Special Events:**

Mile High Mile Swim Event
 Mtn. Madness Softball Tournament
 22 teams

Senior Softball Tournament
 McCall Ball
 16 teams registered through mccallrec.com

4<sup>th</sup> of July – Lakeside Liberty Fest

Volleyball Tournament
 Movie nights
 40 Participants
 150 + Participants

o Softball Tournament 14 teams

Labor Day Weekend Movie Night 150 + Participants

#### Partnerships:

M-D School District, SW Valley County Recreation District, Council Recreation, McCall Tennis Association, MUSA, St. Luke's, Optimist Club, CIMBA, Idaho State Amateur Softball Association (USA Idaho), McCall Auto Club, The Rotary Club, McCall Golf Course, Jug Mountain Ranch, McCall Senior Community Center, Tamarack Resort, McCall Youth Football Club, parent volunteers.

#### Staffing:

- P&R Director- Kurt Wolf
- Recreation Supervisor- Tara Woods
- Parks Superintendent Eddie Heider
- Administrative Assistant- Stefanie Bork
- Parks Lead- Monika Trapp
- Parks Foreman- Todd Wheaton
- Janitorial- Larry Martin
- PT Seasonal Staff (varies throughout the year difficulties in hiring seasonal help)

Staff members currently work with 3 city committees (Parks & Recreation Advisory Committee, Tree Committee and Environmental Advisory Committee) as well as work with other committees concerning department projects (McCall Improvement Committee, Urban Renewal, Public Art Committee, McCall in Bloom)

#### 2018 Park Projects:

#### Completed

- Gold Glove Park Improvements (paving, concrete sidewalks, landscaping, drainage)
- Brown Park Playground planning, design and grant applications underway.
- Riverfront Park drainage, access, and parking improvements (IDPR Grant). Rotary Grant Tree Planting Project – Fall 2018.
- Skate Park concrete maintenance and repairs.
- Lake cleanup efforts North of the marina permitting in progress for lakefront improvements and public amenities.
- Legacy Promenade Repairs under construction Fall 2018
- Pathway improvements and new connection at Wooley/Spring Mtn. Blvd Intersection.

Continue or planned for FY19

#### 2018 McCall Parks & Recreation Advisory Board

#### Annual Report to City Council

- Riverfront Park revegetation efforts, river access improvements, and bank stabilization efforts (possibly DEQ grant funded).
- Promote integrated noxious weed control
- Improve grounds and turf management to reduce reliance on chemical fertilizer
- Repair erosion damage at Brown Park
- 4<sup>th</sup> of July planning and adjustments
- Flower and ornamental plantings
- Wooley Pathway Construction Boardwalk Section
- Warren Wagon Road Pathway Repairs
- Waterfront Improvements North of Marina
- Feasibility study Public Event Center / Boat House

#### 2018 Projects & Programs:

#### Recreation

- 3 New Trips & Tours; Winter 2017/18
- 3v3 Adult Basketball League; Winter 2017
- 2 movie nights (1 in July, 1 in August)
- Solicit sponsorships from local businesses for recreation programs (goal of \$5000)
- Presenter at ID Parks & Recreation Conference, Moscow, ID (April 2018)

#### **Parks**

- ADA playground improvements at Brown Park
- P&R store front and possible re-location downtown coordinated with PD move and Library expansion proposals.
- Wooley Pathway Connection at Spring Mtn.
- Rec Center/community center- board members attending Rec District meetings to glean information as that idea moves ahead
- Landscape, parking, and sidewalk improvements at Gold Glove Park. Replace fence guards at Gold Glove and raise outfield fence on B-Field.
- Update Gold Glove concession stand to meet Central District Health requirements

#### 2019 Topics / Events to Address with Staff and Council:

- Impacts of Fireworks Displays on the community, environment, and wildlife. Research and present options or alternatives with City Staff, Council, and the Chamber.
- Recreation District and facilities needs analysis and report
- IDL 80 Acres and Riverfront Park

## McCALL CITY COUNCIL AGENDA BILL

216 East Park Street McCall, Idaho 83638

Number AB 18-240

Meeting Date September 27, 2018

	AGENDA ITEM INFOR	MATION		
SUBJECT:		Department Approvals	Initials	Originator or Supporter
Request to App	prove the Purchase of Right-of-Way	Mayor / Council		
Permit Module	e with Novotx – ELEMENTS Asset	City Manager	ABS	
		Clerk		
& work mana	gement Software	Treasurer	R5	Supporter
		Community Development		
		Police Department		
		Public Works	NTS	Originator
		Golf Course	,,,,,	
COST IMPACT:	\$6,000.00	Parks and Recreation		
<b>FUNDING</b>	Water Distribution: 60-64-150-300 (3,000.00)	Airport		
SOURCE:	Streets Department: 24-55-150-300 (3,000.00)	Library		
TIMELINE:	Immediately	Information Systems		
	-	Grant Coordinator		

#### **SUMMARY STATEMENT:**

Each year the Public Works Department processes approximately one hundred Public Works permits. The permits are issued for new construction, utility upgrades, new or improved driveways, new development, or city improvement projects when work is being completed in the City's Right-of-Way (ROW), on City property and/or affects our water infrastructure.

Currently Public Works permits are filed as paper and scanned copies managed separately and outside the Public Works asset management program (ELEMENTS). This new module would allow the permits to be managed within the ELEMENTS program, streamlining the process, improving efficiency, and allowing for better tracking of staff resources affiliated with the Public Works permitting program. The new module will allow for automated: review and approval processes, scheduling of warranty inspections; and data entry throughout the permit management process. Permitting information will also become available to be integrated into the City's GIS and tied to properties and/or locations in which the permits have been issued.

Included is the proposal from Novotx to complete the permit module programming and integration into the City's asset management system. \$3,000.00 (\$1500.00 for each Department) will be paid out of the departments' current FY18 budget and the remaining will be paid out of FY19.

#### **RECOMMENDED ACTION:**

Approve purchase of the ROW Permit module with Novotx – ELEMENTS Asset & Work Management Software, and authorize the Mayor to sign all necessary documents.

		RECORD OF COUNCIL ACTION
<b>MEETING DATE</b>	ACTION	



#### Asset & Work Management Software

#### **Project Proposal**

City of McCall, ID	Sue DeVere
216 East Park St.	sdevere@mccall.id.us
McCall, ID 83638	208.634.8945

#### **Payment Terms**

Payment terms are outlined below.

Item	Amount	Payment Terms
ROW Permit Configuration	\$6,000	50% due upon contracting, 50% due upon project completion.

#### **Project Overview**

This project includes the setup, configuration, and training for Right of Way Permitting in Elements XS4. The current paper process at the City will be replaced with an electronic process, integrated with GIS and utility billing, to better manage fees, inspection timelines and responsibilities, and other permit-related follow up actions within the City.

Qty	Description	Rate	Total	
5	Daily billable rate for configuration of ROW permitting in Elements XS4	\$1,200	\$6,000	,

#### Terms of Sale

Company has ordered and agrees to purchase from Novotx the products and services defined under this Sales Agreement at the listed quantities and rates. Upon receipt of an executed Sales Agreement Novotx shall ship all products to the Company address and contact defined above and services shall be scheduled and initiated.

Company acknowledges that Novotx's products and services are subject to the terms and conditions of a separate Software License Agreement between the Company and Novotx unless they are contrary to this Agreement. Novotx hereby disclaims all representations and warranties with respect to any product which is not manufactured or otherwise created by Novotx, whether express, implied or statutory including but not limited to, any warranties of merchantability, fitness for a particular purpose, title or non-infringement.

Payment for products and services shall be made by the Company based on the Payment Terms defined in the Sales Agreement. Company understands and agrees that it is responsible for paying any sales, use, excise or transaction taxes with respect to the products and services under this Sales Agreement. If Company is tax exempt, company shall provide Novotx with such tax exemption documentation. If Company is not tax exempt or does not provide exemption documentation, Novotx shall invoice for such applicable taxes on each invoice. In the event that Novotx does not invoice sales or similar taxes to Company and such taxes are ultimately determined to be due by a government entity or court of law, Company agrees to pay in full all such taxes, including any applicable interest or penalties. In the event the tax exemption documentation provided by the Company is disallowed or deemed invalid, Company agrees to pay in full all such taxes, including any applicable interest or penalties.



#### Asset & Work Management Software

#### **Additional Transaction Terms**

ESRI's ArcGIS for Server Standard together with ArcGIS Desktop Standard or higher is required for this Elements XS deployment. The pricing here does not include this software and the Customer is responsible for purchasing, installing, and maintaining these applications.

Additional consulting or services beyond the scope of this sales agreement will be billed at \$1,200 per day; any additional fees beyond the scope of this agreement will require separate Sales Agreements and must be approved by the Customer prior to performing the services. Hourly service rates are \$150 per hour for services that require less than 1 day. Services beyond the scope of this agreement include:

- Any scripts, interfaces, reports or program code requested by the Licensee, other than Program Modifications to the Elements XS applications that provide specific functionality uniquely designed for the Licensee
- Consulting services for Custom Applications or Custom Programming performed specifically for the Licensee

Quote Expirat	tion	•
This quote is val	id for 30 days.	
Execution Ins	tructions	
Execute each pa	ge, date, and email to justin@novotx.com	
The undersigned listed.	d has purchasing authority for the Company above and agrees	to purchase the products and services
Name		
Title		
Signature		
Date		

## McCALL CITY COUNCIL AGENDA BILL

216 East Park Street McCall, Idaho 83638

Number AB 18-241

Meeting Date September 27, 2018

AGENDA ITEM INFORMATION				
SUBJECT:  Request to Approve PCM-G Statement of Work Office 365 Implementation Change Order removing Skype for Business and PSTN Services		Department Approvals	Initials	Originator or Supporter
		Mayor / Council		
		City Manager ABS		
		Clerk		
removing Skyp	e for Business and FSIN Services	Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
COST IMPACT:	n/a	Parks and Recreation		
<b>FUNDING</b>		Airport		
SOURCE:		Library	00	
TIMELINE:	Immediate	Information Systems	G.	Originator
		Grant Coordinator	,	

#### **SUMMARY STATEMENT:**

In February 2018, the City retained PCMG for services related to implementation of Microsoft Office 365, hosted Exchange (email) and office phone services, also referred to as Skype for Business and/or PSTN services. That service agreement took the form of a Statement of Work. Over time both parties learned that Microsoft had not received federal approvals for required features of Skype for Business, and had no known date for receiving those approvals. As a result, PCMG and the City are agreeing to remove the Skype for Business and PSTN services portion of the Statement of Work. This change order will enact that agreement and effectively end the PCMG services as other portions are complete. It will also allow Information Systems and Finance to close out the existing FY18 purchase order in a timely manner.

#### RECOMMENDED ACTION:

Approve the PCM-G change order to remove Skype for Business and PSTN services from the Statement of Work Office 365 implementation, and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION					
<b>MEETING DATE</b>	ACTION				
February 8, 2018	Approval of Statement of Work for Services from PCM-G, and associated Microsoft subscriptions.				



#### ADDENDUM A: PROJECT CHANGE CONTROL

1.	Project Information			
	1.1. Project Name: Office 365 Migration			
	1.2. Account Manager: Ramsey Tarazi			
	1.3. Project Manager: Khalil Hamideh, PMP			
	1.4. Customer Sponsor: David Simmonds			
	•	60M		
	1.5. Governing SOW: This change request shall serve as an extension of service s 'Statement of Work for Office 365 Migration executed between PCM, Inc. and of McCall.			
2.	Change Request			
	2.1. Change Category			
	□ Regulatory Requirement       □ Requirements Omission         □ Scheduling Issue       □ Technical Issue         □ Business Need       □ Design Omission         □ Procurement Issue       □ Other			
	this deployment:  Deploy Enterprise Voice (PSTN Calling) Functionality			
	PCM SME will work with City of McCall engineers for supported VOIP scenarios for City of McCall organization.			
	PCM SME will execute Skype Operations Framework to determine the correct outcome			
	PCM SME will require documentation of current DIDs to User Accounts			
	PCM SME will identify the compatibility and supportability with already deployed IP PBX.			
	PBX Replacement - PCMG will design and plan a migration strategy that will initiate a cutover from client's PBX system to a Skype for Business in Office 365.			
	Based on project requirements PCMG's SME's will:			
	Configure a PSTN Calling features in Office 365. Locations will be assigned to allow for E911			
	Configure a City of McCall Global/Site/User level Voice Dial Plan for users as required by organization.			
	Configure a City of McCall Global Voice Route.			
	Configure City of McCall Global/Site/User level Voice Policy.			
	PCMG SME will configure test response group and verify the functionality.			
	PCMG SME will configure advance voice features Unassigned number (If required).			
	Assist in the configuration of the City of McCall users Active Directory Phone attributes for use with enterprise voice. City of McCall engineers will perform the actual work.			
	PCMG SME's will configure all users			
	Perform testing and monitoring of skype for business server 2015 infrastructure for functionality and basic call functionality.			



#### 2.3. Change Impact

**2.3.1. Effective Date:** 09/01/2018

- 2.3.2. **Estimated Duration:** Removal of deliverables presented above have no impact to project duration.
- **2.3.3. Estimated Cost:** No additional costs will be incurred on the project. The following is a summary of hours available to date:

Resource	Budget	Used	Remaining
Project Manager	24	17.50	6.50
Solutions Architect	92	59.50	32.50
Offshore Engineer	90	59.50	30.50

3.	Α	C	ce	n	ta	n	C	2
J.	$\boldsymbol{\Gamma}$	v	J	v	ıч		v	•

#### **CUSTOMER ACCEPTANCE OF PROPOSED CHANGE:**

The City of McCall project team has reviewed and accepts the proposed change to the project scope and modification of the terms of the governing SOW.

Signature:		
Customer Na	ame & Title:	Date:

## McCALL CITY COUNCIL AGENDA BILL

216 East Park Street McCall, Idaho 83638

Number AB 18-245

Meeting Date: September 27, 2018

	AGENDA ITEM INFORMATION				
SUBJECT:		Department Approvals	Initials	Originator or	
Request to Approve the Changer Order to the Contract with Falvey's LLC for the Legacy Park		Mayor / Council City Manager	ABS	Supporter	
	Promenade Repair Project				
COST IMPACT:	\$57,461.50	Golf Course Parks and Recreation	1 kl	Originator	
FUNDING	Capital: (28-59-200-701) \$42,472.40	Airport	7. 7.7		
SOURCE:	Salary Savings: (28-59-100-110) <b>\$14,989.1</b>	Library			
TIMELINE:	September 27, 2018	Information Systems Grant Coordinator			

#### **SUMMARY STATEMENT:**

The Legacy Park Promenade Repair – Fall 2018 project budgeted \$120,000 to replace failing concrete and trip hazards as a result of poor installation and construction management during install. The project scope of work was intended to be done in phases addressing the worst areas first and subsequent phases over time. In addition, portions of the project that were intended to be completed by the Parks & Recreation department has not transpired due to challenging staffing shortfalls. The project was funded with \$60,000 in Local Option Tax dollars and a \$60,000 commitment from the McCall Urban Renewal Agency.

The project low bid for the proposed scope of work came in under budget by \$42,472.40. Once demolition began and there was a better understanding of the existing conditions, staff was able to work with the contractors to identify an additional scope of work outlined in this (attached) change order to be completed while contractor is mobilized this fall. This will also save the City a significant amount of money as the contractor is already on site. The Contractor's estimate is attached.

Funding for the additional scope of work will be covered using the remaining balance in the project budget, and from department seasonal salary funds left over from the result of being extremely short on seasonal staff throughout the fiscal year.

#### **RECOMMENDED ACTION:**

Approve the change order to the contract amount with Falvey's LLC for the Legacy Park Promenade Repair Fall 2018 project, and authorize the Mayor to sign all necessary documents.

		RECORD OF COUNCIL ACTION
<b>MEETING DATE</b>	ACTION	

#### **CONTRACT CHANGE ORDER**



CHANGE ORDER NO: 1

**DATE:** September 19, 2018

**STATE:** Idaho

**CONTRACT FOR:** Legacy Park Promenade Repair – Fall 2018

OWNER: City of McCall - Parks & Recreation

TO: Falvey's LLC

(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Summary of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
<ul> <li>Hauling of specified base materail from Boise to meet technical specs.</li> <li>Replacement of Handicamp Ramps and Driveway Ramps</li> <li>Additional Prominade demolition and reconstruction.</li> <li>Encoutnering of Re-Bar on main bump out not accounted for in bid manual</li> <li>Disposal cost of concrete by contractor rather than City.</li> </ul>		\$521.50 \$12,996.00 \$41,000.00 \$2,200.00 \$744.00 \$57,461.50
NET CHANGE IN CONTRACT PRICE		

#### JUSTIFICATION, REQUIREMENTS, CONTRACT COST AND TIME: see pages 2

#### The amount of the Contract will be Increased by The Sum Of:

Fifty-six thousand, seven hundred twenty dollars and zeros cents. (\$57,461.50)

The Contract Total Including this and previous Change Orders Will Be:

Original Contract Amount: \$77,527.60 Change Order 2: \$57,461.50 Contract Total: \$134,989.10

This document will become a supplement to the contract and all provisions will apply hereto.

Requested	(Owner)	(Date)
Recommend	(Owners Engineer)	(Date)
Accepted	(Contractor)	(Date)

#### JUSTIFICATION, REQUIREMENTS, CONTRACT COST AND TIME

#### **Increased scope of work to original contract:**

JUSTIFICATION: At the time of contract award for this project, the City was in the process of identifying and prioritizing project needs outside of the contracted scope of work as it relates to available funding and construction schedules. Original contracted work came in under budget which has enabled City Staff to persue additional work and fund a portion of the proposed work and change order amount. The remainder of that work and change order amount will be covered with funds from salarie savings in the Parks budget. (Salaries and Wages - 28-59-100-110) The proposed change order work was originally anticipated to take place in phases over time as budgets allowed and or be done in house with Parks Staff. To accomplish this work now will ultimately save money while the contractor is mobilized on site and set up for the project. The Parks and Recreation Dirctor has worked with the contractor to establish a lump sum cost to complete the additional work. This cost reflects reductions in pricing by the contractor from original bid as well as identified overatures due to unkown circumstances such as the encountering of re-bar on the main bump out.

This change order will allow for the re-construction of additional promenade square footage to inlcude replacement of failing concrete through the next bump out with pavers, and the replacement of ADA curb cuts and new truncated domes througout the entire facility. The Contractor is mobilized on site and to accomplish this work now will save money in mobilization and other releated costs associated with doing the work at a later date.

**REQUIREMENTS:** Expansion of scope of work to include additional replacement of existing concrete with pavers, replacement of all ADA curb cuts and installation of new truncated domes.

#### **CHANGE IN COST:**

Lump Sum Total Cost = \$57,461.50

**CHANGE IN TIME:** 2 weeks (14 calendar days have been added to the project)



#### **Estimate**

Date	Estimate #	
9/17/2018	1098	

Name / Address

CITY OF MCCALL 216 E. Park St. McCall, ID 83638

Project	
Additions/Changes	

Description	Qty	Rate	U/M	Class	Total
Road Mix Trucked from Boise	35	14.90			521.50
Handicap ramps	2	2,798.00			5,596.00
Driveway ramps	1	7,400.00			7,400.00
Additional Prominade demo and reconstruction	1	41,000.00			41,000.00
Ecountering Rebar over restrooms	1	2,200.00			2,200.00
Concrete Disposal	31	24.00			744.00
Price is valid for 10 days.  If you have any questions, please feel free to contact us at 208-634-2021.			Total		\$57,461.50

## McCALL CITY COUNCIL AGENDA BILL

216 East Park Street McCall, Idaho 83638

Number AB 18-237

Meeting Date September 27, 2018

AGENDA ITEM INFORMATION			
SUBJECT:	Department Approvals	Initials	Originator or Supporter
Request to Approve the Assumption of Hangar 102	Mayor / Council		
Lease by Teton Leasing, LLC, and Terminate	City Manager	ABS	
Aviation Properties, LLC's interest in the lease at	Clerk		
_ ´	Treasurer		
Time of Closing	Community Development		
	Police Department		
	Public Works		
	Golf Course		
COST IMPACT:	Parks and Recreation		
FUNDING	Airport	JAL.	Originator
SOURCE:	Library		
TIMELINE:	Information Systems		
	Grant Coordinator		

#### **SUMMARY STATEMENT:**

Teton Leasing, LLC (dba McCall Aviation) is in the process of buying Hangar 102 from Aviation Properties LLC and wishes to assume the existing lease. Additionally, Teton Leasing LLC is requesting that the lease be assumed under the current terms to include the lease rate. The FY18 rate was \$.275/sq ft covered ground and \$.135 bare ground. This leasehold has 40,074 sq ft of bare ground and 7,300 sq ft covered ground making the lease amount \$5,404.99 for the uncovered ground and \$2,008.56 for covered ground for a total of \$7,413.55. The lease has a provision to adjust on the eighth anniversary (March 13, 2022) to the then current rate. The initial term of the lease ends March 13, 2034 with the opportunity for a 5-year lease with a 3-year extension.

Exhibit F of the current lease (attached) provides the history of a pre-pay on this lease which results in an annual deduction of \$3049.00 when the lease is invoiced.

As this is a commercial hangar, the request for assumption (attached) was reviewed by the Airport Advisory Committee (AAC). Teton Leasing provided information as to additional funds generated by their business to offset the reduction in lease rate to include fuel flowage, rental car leasing, employment, etc. Teton Leasing intends to provide this briefing to Council at this meeting. The AAC and staff recommend assigning the lease at the current terms.

#### **RECOMMENDED ACTION:**

Approve the assumption of the Hangar 102 lease by Teton Leasing, LLC, terminate Aviation Properties, LLC's interest in the lease at time of closing, and authorize the Mayor to sign all necessary documents.

		RECORD OF COUNCIL ACTION
<b>MEETING DATE</b>	ACTION	

Instrument # 383979

VALLEY COUNTY, CASCADE, IDAHO
3-26-2014 10:51:29 No. of Pages: 44

Recorded for: CITY OF MCCALL

DOUGLAS A. MILLER

Ex-Officio Recorder Deputy

Index to: LEASE

#### MCCALL MUNICIPAL AIRPORT FIXED BASE OPERATOR LEASE FBO 1 HANGAR 102

This Lease is made March 14, 2014 by and between the City of McCall, and Idaho municipal corporation (called "City" the rest of this Lease) as Lessor, and Aviation Properties LLC (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 legal description, Exhibit "A"; a drawing of the Subject Property, Exhibit "B"; Special Additional Terms, if any, Exhibit "C"; Minimum Standards For Commercial Operations and Private Users, Exhibit "D"; and Airport Rules and Regulations, Exhibit "E"; and Hangar 102 Background Information, 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 (all of which Airport is called "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 an enterprise fund, 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 both as one of the "front doors" of McCall and as a land use adjacent to another of those "front doors."

#### Agreements

- 4. <u>Lease.</u> City leases to Lessee, and Lessee leases from City, the property described on 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.
- 5. <u>Use of Subject Property</u>. The permitted primary uses of the Subject Property are those within FBO Type activities as defined in the McCall Airport Minimum Standards; Lessee shall meet and conform to such Minimum Standards applicable to such FBO Type activities, as well as to those Airport rules and regulations applicable to all Airport tenants, as such Minimum Standards, rules, and regulations may be amended from time to time by the City Council.
  - A. The placement of and plans for Leasehold Improvements are subject to approval as provided below under Construction, and Lessee shall obtain that approval before commencing any construction. Such construction and any use shall comply with this Lease, and with the *McCall City Code*, respecting building codes, zoning, and utilities, respectively.
  - B. Lessee shall keep and maintain the leased premises in a neat and orderly manner, including keeping grass cut and buildings painted 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 its occupancy on the Airport. Under no circumstances shall Lessee permit junk, debris, inoperable or unlicensed vehicles or equipment, or other unsightly material, to be stored on the Subject Property.

- C. Fuels and other flammable materials shall not be stored in hangers, nor shall heating fuel lines be above ground.
- D. Words not defined in the Lease shall be given the meaning ordinarily applied to such words as used in the context of airport management and operations. In this Lease "Fixed Base Operator" (FBO) means any person, firm partnership or corporation who is a lessee on the Airport undertaking a business to perform any of the services to the public, aviators, or aircraft appurtenances, set out in the remaining subparagraphs of the paragraph 5.
- E. 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.
- F. Lessee shall not engage in any business or activity other than activities within the applicable FBO Type as set forth herein.
- G. 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 shall seek a Lease amendment from the City for permission to do so.
- H. Lessee shall provide its own buildings, personnel, equipment and other appurtenances or facilities necessary to carry out its obligations to authorized operations.
- I. Lessee shall determine its own fees, rates, and charges for services which shall be equally and fairly applied to all users of those services.
- J. Lessee shall maintain reasonable business hours, and shall provide adequate staff to carry out its obligations to the public.
- K. 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 under any FBO Type.
- L. 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 surplus usage of current services, and other as the City may specify.
- M. Lessee accepts the area of land leased as of sufficient size to accommodate all buildings, parking areas, snow storage area, and aircraft parking.
- 6. <u>Uses in Common</u>. Lessee shall have the nonexclusive right to use, in common with others, all Airport facilities and improvements of a public nature which are now, or may come to be provided, including, but not limited to, runways, taxiways, aprons, roadways, parking areas, and other common use facilities, provided such use is in accord with applicable law and regulations, for the takeoff, flying and landing of aircraft owned, leased, or rented by the Lessee, and its occasional invitees.
- 7. Parking. Automobiles may be parked inside the hangar or at a parking area off of the aircraft ramps designated by the Airport Manager. No motor vehicle shall be parked in front of the hangar, or anywhere where aircraft may be or come to be operating. 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, or ticketed pursuant to the McCall City Code, or both.

- 8. Operations to be Lawful. Lessee and Lessee's improvements and use shall comply 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 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 Manger in writing by a written appeal. The notice to the City providing particularized claim(s) must be within ten (10) calendar days of the event being appealed. The City shall respond in writing within 60 days from receipt of the written appeal. Lessee shall comply with this Lease and all applicable other laws, ordinances, rules, and regulations; where requirements differ among these various sources, the more stringent shall be complied with; the interpretation of the Airport Manger 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 insure 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.
- 10. <u>Compliance with Enforcement</u>. 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.
- 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.
- 12. <u>City's Reserved Rights</u>. 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 all activities of Lessee of the Subject Property;
  - 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;
- E. To close the Airport or any of the facilities thereon for maintenance, improvement, safety or other public use; 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. <u>Term. and Renewal</u>. The initial term of this lease shall be for 20 years, commencing at 12:01 A.M. on March 14, 2014, until 11:59 P.M. on March 13, 2034. This Lease may be renewed for up to one (1) additional five (5) year term and one (1) additional three (3) year term for so long as the rent and other conditions of this Lease are faithfully adhered to, and subject to adjustment of rent prior to the commencement of each such term to meet the then current standards of the City. If Lessee determines that they wish to renew this Lease, it shall give notice of that fact during the last six months of the expiring term.
- 14. Rent. Rent shall be payable annually in advance on October 1 of each year, initially in the amount of .125 cents per square foot for bare ground, presently 40,074 square feet, plus .255 cents for land covered by above-ground Leasehold Improvements, presently 7,300 square feet; initially this sum totals \$6,870.75 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 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. Prior to or at the same time as issuance of a building permit, and annually thereafter, pro-rated rent for covered land shall be paid with respect to the land to be covered by above-ground Leasehold Improvements with respect to which the permit is issued.

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 = 168.8The CPI for 2000 = 173.1Rent = \$100.00 $$102.55 = $100.00 \times (173.1 / 168.8)$ 

Rent shall be adjusted on the 8<sup>th</sup> 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.

A credit to the above of \$3,049.00 per annum for the first thirteen (13) years of this lease term will be subtracted from the rent due as recognition of advanced payment received by Lessor in the amount of \$39,080.33 on September 30, 1988. The final credit within this lease will be issued during payment of the fiscal year 2027 rent which will be due and payable on October 1, 2026.

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. <u>Utilities and Services</u>. Lessee shall order, obtain and pay for all utilities and services 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.
- 17. Construction. Installation, erection and construction of Leasehold Improvements 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. No changes to the exterior materials or colors will be allowed without the express written approval of the city. Drawings must accurately depict and describe all Leasehold Improvements proposed. All construction on the airport will conform to the City's current Airport Master Plan as approved by the Federal Aviation Administration. All Drawings and Specifications must 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 Manger, 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 twelve (12) calendar months after execution of this Lease. "Execution of this lease" shall mean the date signed by the City. Completion and occupancy of the structures must occur within twenty-four (24) 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 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.
- 19. Ownership of Tenant 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 damage resulting there-from 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. <u>Leasehold Improvements</u>. 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. 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 thirty (30) 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. 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.
- 22. <u>Indemnity</u>. 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.
- 23. <u>Insurance</u>. 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:
  - A. Public liability insurance coverage for a total amount of not less than \$1,000,000.00. 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 \$1,000,000.00. 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."
- 24. <u>Termination by Lessor for Cause</u>. Should the Lessee fail to comply with any obligation in this Lease, the City may terminate this Lease with twenty (20) days written notice. Any breach of the terms of this Lease must be cured within that twenty (20) 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.

- 25. 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 the Boise Interagency Fire Center, 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 the Boise Interagency Fire Center, 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.
- 26. Holding Over. In the event the 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.
- 27. Abandonment. If Lessee abandons the Subject Property or is dispossessed by third parties by process of law or otherwise, the City may terminate this Lease; 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 upon 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.
- 28. Right of First Refusal. Upon the expiration or 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 Airport Advisory Committee (AAC) advising of the proposed sale or transfer. If approved, the AAC will forward the request to City Council. The City shall have thirty days following receipt of such notice to complete a purchase or receive a transfer upon the identical terms

- 29. <u>Legal Proceedings</u>. 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 attorneys 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 City shall be entitled to such fees, if the prevailing party, notwithstanding the fact that the City Attorney is salaried. 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.
- 30. Governing Law. This Lease is governed by the law of Idaho, and Valley County, Idaho is the proper venue.
- 31. <u>Headings</u>. 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.
- 32. <u>Time of Essence</u>. Time is of the essence with respect to the obligation of the parties under this Lease.
- 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.
- No Waiver of Rights. The neglect of the City 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.
- 35. 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.
- 36. Counterpart Execution. This Lease may be executed in any number of counterparts. No single counterpart need be signed by all parties to this Lease; as 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.
- 37. Burden and Benefit: Assignment. This Lease shall bind and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. Lessee shall not assign this lease without the written consent of the City, which consent shall not be unreasonably withheld; that consent will however, be conditioned upon an increase of rents to the then current City published lease rates for the Airport. Lessee or Lessee's sublessee(s) may sublet or rent all or any part of the Subject Property within the course of its standard FBO operations without prior consent of the City. Any sublet or rent of all or any part of the Subject Property which is executed beyond the course of its standard FBO operations shall require written consent of the City, which consent shall not be unreasonably withheld.
- 38. 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.
- 39. <u>Counsel and Interpretation</u>. 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.
- 40. <u>Notice</u>. 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:

Aviation Properties LLC
Attn: Daniel R. Scott

300 Deinhard Lane

McCall, ID 83638

LESSOR:

CITY OF MCCALL, IDAHO

LESSEE:

Daniel R. Scott, Managing Member

Attest:

City Clerk

Airport Manager

STATE OF IDAHO )
: ss
County of Valley )
On this Au day of March, Did, before me, the undersigned, a Notary Public in and for said State, personally appeared Jackie J. Aymon and Bessie Jo
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,
Yourse 10T
(SEAL) Notary Public for Idaho
Commission Expires: Will 11,0019
OF INCOME.
STATE OF IDAHO )
: SS
County of Valley )
On this As day of Wanh, AUH, before me, the undersigned,
a Notary Public in and for said State, personally appeared Nathan Coyle, the Airport
Manager of the CITY OF McCALL, IDAHO, known to me or identified to me to be the
person whose name is subscribed to the within instrument, and acknowledged to me that
he/she executed the same and was authorized to do so on behalf of the City of McCall,
Idaho.
\ Z= =   1
Notary Public for Idaho Commission Expires: 411, 2019

STATE OF 10AHO
County of VALLEY )
On this 19th day of MARCH , 2014 , before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel R. Scott, 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 Mc(Hu, II)  Commission Expires: April II, 2019

#### **EXHIBIT A**

#### DROULARD LAND SURVEYING

JOEL W. DROULARD Professional Land Surveyor

POST OFFICE BOX 69 McCALL IDAHO 83638

TELEPHONE 208-634-7398 ◆ CELLULAR 208-630-3423 E-MAIL JOEL@DROULARD COM

February 14, 2014

#### **LEASE PROPERTY DESCRIPTION FOR HANGER 102**

A parcel of land situate in the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 16, T=18 N., R=3 E, B.M., 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. T 18 N R 3 E , B M City of McCall, Valley County, Idaho thence N 89° 47′ 44″ W 624 55 feet along the north boundary of said NE $^{1}4$  SW $^{1}4$ , thence, S 00° 11° 34″ W , 52 84 feet to the north west corner of FBO 1 also being the north east corner of the Hanger 102 Parcel, the REAL POINT OF BEGINNING°

Thence continuing S 00 11' 34" Will a distance of 328 14 feet along the west boundary of said FBO 1 Parcel, to the south east corner of the Hanger 102 Parcel

Thence, leaving said FBO 1 Parcel N 68 59' 00" W a distance of 47.79 feet.

Thence, an arc distance of 119 66 feet along a curve to the left whose long chord bears N 72° 28° 46" W a distance of 119.37 feet, whose radius is 500 00 feet and central angle is 13° 42° 42° to the south west corner of the Hanger 102 Parcel.

Thence, N 00: 11: 34" E., a distance of 197.79 feet

Thence, S. 89° 47' 44" E. a distance of 8.52 feet

Thence, N 00 11 34 E, a distance of 5.86 feet

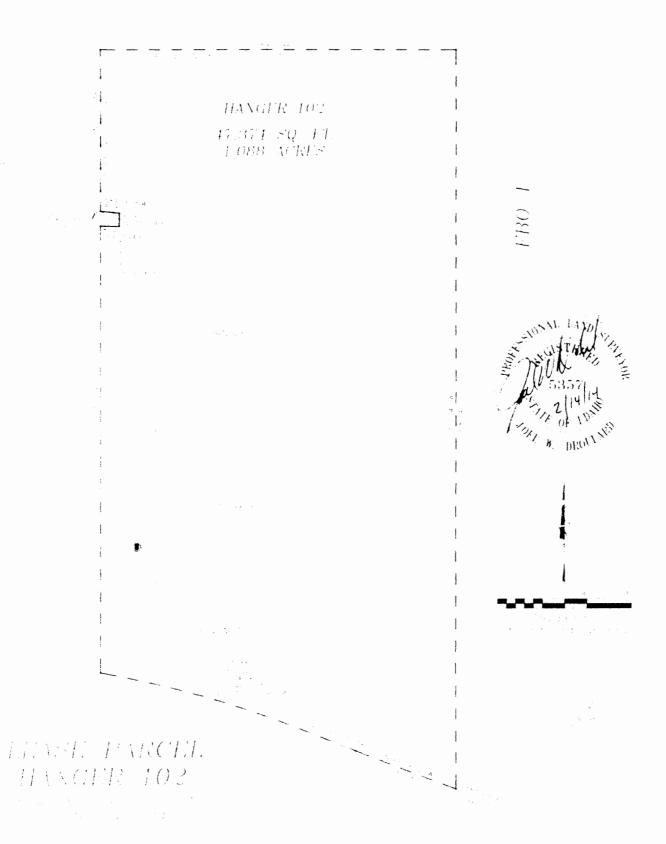
Thence, N. 841141181W., a distance of 8 56 feet.

Thence N 00° 11° 34° E. a distance of 71 15 feet, to the north west corner of the Hanger 102 Parcel,

Thence S 89' 47' 44" E , a distance of 158 62 feet to the Point of Beginning containing 1 088 acres, or 47.374 square feet, more or less

Bearings based on the Record of Survey Plat filed as Instrument Number 202221 at Valley County, Idaho.





# **EXHIBIT C**

# **Special Additional Terms**

**No Additional Terms** 

#### **EXHIBIT D**

#### **RESOLUTION NO. 10-20**

A RESOLUTION OF THE CITY OF McCALL, IDAHO, ESTABLISHING THE MINIMUM STANDARDS FOR COMMERCIAL OPERATIONS AND PRIVATE USERS OF THE MC CALL MUNICIPAL AIRPORT; REPEALING RESOLUTION NUMBER 7-99 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 10, 2010 and September 9, 2010.

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 October 21, 2010, 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 October 21, 2010 Minimum Standards.

Section 3 This Resolution shall take effect and be in force from and after its passage and approval.

Sonald C. Bailey, Mayor

Passed and approved this 21 day of October, 2010.

ATTEST:

Bessie Jo Wagner. City Clerk

# 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.

Resolution 10-20 Airport Minimum Standards October 21, 2010

# **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.
- <u>Personnel Qualifications</u>: 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.
- •<u>Safety Hazard:</u> 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?
- <u>Availability</u>: 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?

Resolution 10-20 Airport Minimum Standards October 21, 2010

•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?

<u>Supporting Documents</u>: 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:

- •<u>Misrepresentation:</u> 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.
- •<u>History of Violations</u>: 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.
- •<u>Poor Business Record:</u> If any party applying for or having an interest in the business has a record indicative of unsatisfactory business practices.

Resolution 10-20 Airport Minimum Standards October 21, 2010

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. Also, aeronautical service providers cannot satisfy a standard by sharing the same asset used by a different provider, unless they are co-located in the same facility.

See attached Appendix C for the minimum standards applicable to each aeronautical activity applicable to FBOs / SASOs and IOs respectively.

Resolution 10-20 Airport Minimum Standards October 21, 2010

# **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.

<u>Review</u>: 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 passengers 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.

Resolution 10-20 Airport Minimum Standards

October 21, 2010

- •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.

Resolution 10-20 Airport Minimum Standards October 21, 2010

# 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
Resolution 10-20 Airport Minimum Standards
October 21, 2010 Page 12 of 15

McCall Municipal Airport Animum Standards for Commercial Aeronautical Activities FBOs and SASOs

	A simple and a sim		Clorb Instruction / Flight			A Consett Language	
	Repair	Aircraft Rental	1	Full Service Fuel & Oil Sales	Self Service Fuel Sales	Rental	Air Taxi / Charter
Services Offered	Airframe, powerplant and accessory maintenance and (epair	Airceft Rental	Ground school and flight instruction	Retail sales of 100LL, JetA, and aviation oils.	Retail seles of 100LL and Jeta with no assistance from the Aeronaulical Activity Provider	Use of hangar space for compensation	Revenue charter /air taxi flights
Land le sublevi Licenses/permits required license	Land lease, sublease or sublease. business license	Land lease, sublease or subjections; business licenso	Land lease, sublease or subletivented space; business ficense	Land lease . business icense	Land lease, business license	Land lease, sublease or sublevrented space; business license	Land lease, sublease or subletvented space, business license
Amount of Land Requireo	NA	٧ <u>٠</u>				NA	WA
	1 permanent restroom: 1600 sf shop space; suitable outside storage for weiting aircraft	100 sf office space	marent restroom; 250 assroom/office space	anent restrooms, public ine, 100 sf flight planning, 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
Automobile Parking Reguired	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 it used toward space rqmt	Industrial	Per City Ordinance - Industrial Use	Per City Ordinance - Industrial Use	Per City Ordinance - Other Comm Use (minimum of 5 spaces) "Only finished sq it used loward space squit.
Number, type and training of Personnel	Number, type and training At least 1 FAA certified A&P of Personnel mechanic	WA	At least 1 FAA authorized CFI		NA	NIA	Properly certified and qualified operating crew
Equipment Needed	Equipment, parts, and supplies as required for FAA certification	At least 1 sercraft aveilable for rent	N/A	Approved fiftration systems; aircraft tupsflow bars; inflate lites, charge batterles; deice aircraft; computerized wx & flight planning	Approved filtration systems; computerized wx & fight planning	aircraft tug or towbars suitable for aircraft stored	Suitable, property certified aircraft
Type and emount of inventory needed	NA	N.A.	WA	10,000 gal storage capacity for each 100LL and JetA; 5 day's supply of each 100LL, JetA, and aviation oils	10,000 gat storage capacity and 5 day's supply for any grade provided.	WA	WA
efety &	Customers Escorted	Customers Escorled	Customers Escorted	s oty Plan	SPCC Plan, Vehicle Safety Plan	Vehicle Safety Plan	Customers Escorted; Vehicle Safety Plan
Contact Methods / Public Accessibility	Posted after hours contact number on bidg and at Airport Mars Office	Posted after hours contact number on blog and at Airport Mars Office	Posted after hours contact number on bldg and at Airport Mars Office		Posted after hours number on bldg & al Mgrs Office; Posted fuel price: Respond to problems in 24 hrs.	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted effer hours contact number on bidg and at Airport Mars Office
Days and Hours of Operation	Posted on bldg	Posted on bidg	Posted on bldg	Posted on bidg. Open 7 days/week and 4 hours/day excl. gov1 holidays & oithers as apprvd by Airport Mgr.	Open 24 hours 7 days / week 365 days / year	Posted on bidg	Posted an bldg
General Liability Insurance	\$1,000,000 City of McCell nemed 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	81,000,000	N/A	NA	91,000,000	\$1,000,000	NA	N/A
Hangarkeepers Insurance	\$500,000	\$500,000	\$500,000	\$500,000	N/A	2500,000	NA
Aircraft Liability Insurance N/A	NA	\$1,000,000	\$1,000,000	NA	NA	NA	As required by 14 CFR Part 205
Workmen's Compensation Insurance	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements

transcess extraduction Part (It for additional requirements affecting providers of more than one aeronautical activity and the sharing of asserts by different providers.

McCall Municipal Airport Inimum Standards for Commercial Aeronautical Activates FBOs and SASOs

	Scheduled Air Service	Specialty Commercial Flying	Aircraft Sales	Rental Cars	Flying Chubs	Engine, Propeller, or Avionics	Aircraft Paint and/or Upholistery
Services Offered	Revenue scheduled air service		ed aircraft	ocated/delivered on-		ropeller, Avianics inuments sales and	Aircraft Paint and/or Uphoistery
beninger		Land lease, sublease or subleVrented space, business license	lease, sublease or Vrented space; ass license	sase, sublease or rented space; business	ase, sublease or rented space, business	Land lease, sublease or subjet/rented space; business license	Land lease, sublease or sublevrented space; business license
Amount of Land Required	VAV.	Y/N	Y.	N/A	N/A	NA	NA
Size, type, and amount of facilities required	2 permanent restrooms: 1600 sf passenger lobby, desk or counter space.	100 sf office apace	100 sf office space	100 st office space.	100 sf office space	1 permanent restroom; 1600 sf shop space	1 permanent restroom; 1600 st shop space
Automobile Perking Required	Per City Ordinance - Other Comm Use (minimum of 10 spaces) **Only finished sq fl used toward space romi	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 rigin!	Per City Ordinance - Industrial Use OR 1 space per on-site car, whichever is less	Per City Ordinance - Other Comm Use (mintmum of 1 space per aircraft in the club) "Only finished 5g fl used toward space rgmt	Per City Ordinanca - Industrial Use (minimum of 2 spaces)	Per City Ordinance - Industrial Use (minimum of 2 spaces)
Number, type and training of Personnel	Number, type and training Properly certified and qualified of Personnel operating crew	Property certified and qualified operating crew	N/A	NA	N/A	Appropriate FAA Licenses	N/A
Equipment Needed	Suitable, property certified sircraft	Suitable, property certified acrosit	N.A.	A: least 1 rental car.	Suitable, property 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	YN4	, , , , , , , , , , , , , , , , , , ,	N/A	NA	N.A	N/A
Environmental, Safety & Security	Customers Escorted	Customers Escarted, Vehicle Safety Plan	Customers Escorted	Customers Escorted	Customers Escorted	Customers Excorted	Customers Escorted
Contact Methods / Public Accessibility	Posied after hours contact number on bidg and at Airport Mars Office	Posted after hours contact number on bldg and at Airport Mors Office	Posted after hours confact number on bligg and at Airport Mgrs. Office	Posted after hours contact number on bidg and at Airport Mors Office	Posted after hours confact number on bidg and at Airport Mgrs Office	Posted after hours contact number on bidg and at Airport Mors Office	Posted after hours contact number on bldg and at Airport Mgrs Office
Days and Hours of Operation	Posied on bidg	Posted on bidg	Posted on bldg	Posted on bidg	Posted on bidg	Posted on bldg	Posted on bidg
General Liability Insurance		\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional (neured	\$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	NA	V/N	\$1,000,000	NA.	WA	\$1,000,000	\$1,000,000
Hangarkeepers Insurance IN/A	NA	WA	NA	Y.A.	8500,000	000'009\$	\$500,000
Airoraft Liability Insurance	Airoraft Liability Insumnce As required by 14 CFR Part 205	\$1,000,000	NA	NA	31,000,000	N.A	NA A
Workmen's Compensation		ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Sidulory 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. Airport Minimum Standards

McCall Municipal Airport num Standards for Commercial Aeronautical Activities Independent Operators

	Aircraft Maintenance		Flight Instruction (	Full Service	Self Sarvice Fuel	Aircraft Storage /	Ale Tool Charles	Scheduled Air	Specialty Commercial	Aberra Sales	Bental Care	Flying Clubs	Engine, Propertier, or Avionics	Aircraft Upholstery
Services Offered	Airframe powerpant and acceptory maintenance and and repair	Aucraft Rental	Ground school and	Not Permitted	Not Permitted		1	1	hire flying not y 14 CFR Part (e.g. skydning	2	ned on	Club flying only. No revenue fights.	Enguno, Propeller. Avionics andfor instruments sales and repair	Aircraft Upholstery. Aircraft Paint Not Permitted
Licenses/permits required	Businees Incense, Arpon Access Permit	Business icense Alipert Acosss Permt	Bysiness icanse: Arport Access Permi	Not Permitted	Not Perretted	Not Permitted	Business boense. Airport Access Peurat	Not Permitted	nse, Arroof	me.	Bysiness icense. Airport Access Permit	Business ticense; Airport Access Permit	Buaness license: Airport Access Permit	Business icense. Auport Access Permt
Amount of Land Required	VIX.	V.N	4	Not Petrwited	Not Permitted	Not Permitted	NA	Not Pennated	N/A	WA	WA	K.	N.A	¥ Z
Size, type, and emount of facilities required		W.A	NA	Not Permitted	Not Permitted	Not Permitted	¥Ž	Not Permitted	YAY	NA.	WA	M.A	NA	Y.V
Automobile Parking Required	N/A	AWA	Y.V	Not Permited	Not Permitted	Not Permitted	NA	Nat Permitted	N/A	NA.	Y.	WA	NA	VIV
Number, type and trelaing of Persoanet	At least 1 FAA centled A&P mechano	VAG	Al least 1 FAA authorged CF!	Not Permitted	Not Permitted	Not Permitted	Properly certified and qualified operating craw	Not Permitted	Properly certified and qualified operating crew	NA	WA	NIA NIA	Appropriate FAA Licenses	N/A
Equipment Needed	Equipment, parts, and supples as required for FAA certification	At sea of 1 aircraft brosable for tent	¥74	Not Permitted	Not Permitted	Not Permitted	Sutable, properly cartified airtreft	Not Permitted	Sutable, property certified encret	MA	Alleast Lental Car.	Sutable properly certified purries	Equipment, parts, and supplies as required for FAA cerdification	Equipment, parts, and supplies as required for FAA certification
Type and amount of inventory needed	MA	¥.	A/A	Not Perrutted	Not Permitted	Not Permitted	Y.A	Not Permitted	WA	¥.	NA	N.A	NA	<b>V/V</b>
Environmental, Safety & Security	Airport Access Permit Acceptance of Airport Rules and Regulations	Auport Access Permit Acceptance of Auport Rules and Regulations		Not Permitted	Not Permetad	Not Permitted	Axport Access Perryt: Acceptance of Axport Rules and Regulations	No. Permitted	Auroci Access Permit. Acceptance of Aurori Rules and Regulesons	Auport Access Permit, Acceptance of Airport Rules and Regulators	Arport Access Permit: Acceptance of Airport Rules and Regulations	Airport Access Permit: Acceptance of of Airport Rules and M. Regulations	Airport Access Permit. Acceptance of Airport Rules and Regulations	Auport Access Permit, Acceptance of Augort Rues and Regulations
Contact Methods / Public Access billity	Contact number available at Airport Manador's Office	Contact number evaluate at Arport Nanoner's Others	Contact number savaisable at Autoct Manager's Office	page d sel	Permitted	Not Permutan	Contact rumber evadable at Auport Managra Office	No Permits	Confact number available at Autoort Mandawr's Office	Contact number evallable at Airport Manager's Office	Contact number available at Amont Managar's Office	Contact number available et Airport Manager's Office	Contact number available at Airport Manager's Office	Contact number available at Arport Manager's Office
Days and Hours of Operation	NVA	<b>4</b> 7	V.	Not Permitted	Not Permitted	Not Permitted	NA	Not Permitted	N/A	W.A	NA NA	∀. Z	NA	NA
General Liability	\$100,000 City of McCall named as	n S P	3 2 6		3		\$1,000,000 City of McCall named as Additional		\$1,000,000 City of McCall named by	\$1,000,060 City of McCall named as Additional	\$1,000 dD0 City of McCell Inamed as Additional	\$1,000,000 Gity of McCall named as Additional	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as
Premises	Augustin insured	1	AW AW	Not Demote	No. Permit	Z Z	N/A	Not Permitted	YN	AN AN	¥2	¥ <b>N</b>	W.A.	WA
Producte & Completed Ope	3190,000	Y.	V7	Not Permitted	Not Permitted	Not Permitted	N.A.	Not Permitted	AUA	\$100,000	YM Y	<b>V</b>	\$100,000	\$100 000
Hangarkeapers Insurance	NA	Š	NA	Not Permitted	Not Permitted	Not Permitted	WA	Not Permitted	ŊŅ	NA	Y.Y.	NVA	NVA	NA NA
Aircraft Liabilley Ingusance	\$100,000	\$100,000	\$100,000	Not Permated	Not Permitted	Not Permitted	As required by 14 CFR Part 205	Not Permitted	\$1,000,000	¥2	MA	\$100.000	huA	N/A
Workmen's Compensation	U State Statutory Requirements	IG State Statutory Reguliements	O State Statutory Requirements	Not Permitted	Not Permitted	Nat Permitted	2	Not Permitted	ID State Statutory Requirements	IO State Statutory Requirements	ID State Statutory Requirements	ID State Satutory Requirements	IO State Statutory Requirements	ID State Statulory Requirements

#### EXHIBIT E

#### **ORDINANCE NUMBER 882**

AN ORDINANCE OF THE CITY OF McCALL, VALLEY COUNTY, IDAHO AMENDING McCALL CITY CODE SECTION TITLE 8, CHAPTER 16 TO ADD, AMEND AND REPEAL CERTAIN SECTIONS OF SAID TITLE, PROVIDING SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Airport Advisory Committee proposed the amendments to the Council on September 9, 2010; and

WHEREAS, the Airport Manager is in support of the changes as presented by the Airport Advisory Committee; and

WHEREAS, the code amendment would change Airport Rules and Regulations; and

WHEREAS, McCall City Code 8.16, which contain the City's Airport Rules and Regulations, is outdated and in need of revisions; and

WHEREAS, the Airport Advisory Committee voted to recommend the changes of the Airport Rules and Regulations to the City Council on July 10, 2010; and

WHEREAS, the McCall City Council held a properly noticed public meeting October 21, 2010 to consider the proposed code amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MCCALL, IDAHO, AS FOLLOWS:

<u>Section 1.</u> That Section 8.16.1 of the McCall City Code is amended with the following changes:

# TITLE 8, CHAPTER 16 AIRPORT RULES AND REGULATIONS

# **NEW SECTION**

8.16.1: <u>DEFINITIONS</u>

<u>Unless otherwise expressly stated, the following terms shall, for the purpose of these Rules and Regulations, have the meaning herein indicated.</u>

- (A) Aircraft: any and all contrivances now known or hereafter designed, invented, or used for navigation or flight in the air.
- (B) Airman: a gender neutral term for a civilian or military pilot, aviator, or aviation technician.
- (C) 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.

- (D) Airport Advisory Committee: the advisory committee of five people appointed by the Mayor and confirmed by City Council.
- (E) Airport Manager: the duly appointed Airport Manager of McCall Municipal Airport, appointed by the City Manager and confirmed by City Council.
- (F) 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.
- (G) 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.
- (H) 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.
- (I) City: the City of McCall, Idaho, a municipal corporation located in Valley County, Idaho.
- (J) Council: the City Council of McCall, Idaho.
- (K) Environmental Laws: all Federal, State, and local laws relating to environmental matters.
- (L) FAA: Federal Aviation Administration.
- (M) FAR: Federal Aviation Regulation.
- (N) Hazardous Materials: any material as defined in applicable Federal, State, and local environmental laws.
- (O) Large Aircraft: aircraft with a certificated gross weight in excess of 12,500 #.
- (P) McCall City Code: the code and ordinances of the City of McCall from time to time amended.
- (O) Motor Vehicle: any self-propelled vehicle other than aircraft.
- (R) 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.
- (S) Person: any individual, firm, co-partnership, corporation, company, association, joint-stock association, or body politic; and include any trustee, receiver, assignee, or any similar representative thereof.
- (T) Ramp: an area designated as an apron or ramp, and used for the parking and maneuvering, loading and unloading, and servicing of aircraft.
- (U) RSA: runway safety area.

- (V) Supplemental Type Certificate (STC): an approved modification to an FAA certificated aircraft.
- (W) TSA: Transportation Security Administration.
- (X) Vehicle: any device in, upon, or by which any person or property is or may be transported.

Section 2: That Section 8.16.2 of the McCall City Code is amended with the following changes:

#### 8-16-1 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 minicipal 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 in the interest 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 and to abide by these airport rules.
- (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) The term "person" shall mean any individual, firm, copartnership, corporation, company, association, joint stock association, or body politic; and include any trustee, receiver, assignee, or any similar representative thereof.
- (F) (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.

Section 3: That Section 8.16.3 of the McCall City Code is amended with the following changes:

#### 8-16-2 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 turned up 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. This rule is mandatory for operators to follow. Once turned off, an APU may not be restarted for one (1) hour.
- (B)(C) Aircraft shall be parked only in areas and in the manner designated by the Airport Manager.
- (C)(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.
- (D)(E) No person or persons, except 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 any person or persons so excepted these person(s) 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.
- (E)(F) Aircraft shall be properly blocked and tied down by the owner or operator when parked for overnight or when conditions otherwise warrant.
- (F)(G) No motor vehicle shall be driven onto the landing area proper Runway Safety Area (runway) without the expressed permission of the Airport Manager or his designated representative, nor otherwise than in accordance with his instructions. Fuel trucks and emergency vehicles are excepted authorized. Operators of gGround 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.
- (G)(H) No automobile shall be parked on the airport property except in areas designated for that purpose by the Airport Manager.

Persons renting the <u>a</u> tie-down spaces may leave one vehicle <u>in a parking space designated</u> by the Airport, within, their rented aircraft parking space when the aircraft is absent therefrom from the Airport.

Any vehicles parked in a tie-down 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, and all 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 Gcrossing the taxiway adjacent to the tie-down area shall exercise due caution and must give way to all aircraft. in a vehicle is permitted, though due caution must be exercised by the operator thereof.

- (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.
- (H)(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.

Section 4: That Section 8.16.4 of the McCall City Code is amended with the following changes:

#### 8-16-38.16.4 TAXIING RULES

- (A) No person shall taxi an aircraft to or from the hangar line or to or from an approved parking space until he has ascertained that there will be no danger of collision with any person or object in the immediate area by visual inspection of the area and, when available, through information furnished by airport attendants.
- (B) No aircraft Aircraft shall be taxied at a safe and reasonable speed.
- (C) <u>Aircraft not equipped with adequate brakes shall not be taxied near buildings or parked aircraft unless an attendant is at a wing of the aircraft to assist the pilot.</u>
- (D) Run-ups shall be done in a manner and at a location so as not to delay or endanger other aircraft. Run-ups on the north ramp should be done with aircraft facing north, wind permitting. Maintenance run-ups should occur between 8 AM and 7 8 PM.

<u>Section 5:</u> That Section 8.16.5 of the McCall City Code is amended with the following changes:

#### 8-16-48.16.5 LANDING AND TAKE-OFF RULES

Landing and Takeoff Rules are voluntary but compliance is encouraged.

- (A) Landings and take-offs shall be made directly into the wind or on the runway or landing strip most nearly aligned with the wind except when winds are light. Winds of less than five (5) miles per hour are considered light. Except when wind dictates otherwise, take-offs to the South, Runway 16 is the established protocol, with landing to the north on Runway 34 the established protocol.
  - Traffic Pattern Altitude is 6000 feet MSL.
- (B) No landing or take-off shall be made except at a safe distance from buildings and aircraft.
- (C) Runway 16 Departures: All aircraft should climb on runway heading to at least 5,500 feet MSL prior to any turns.
  - Runway 34 Departures: Piston aircraft <u>should</u> make <u>a</u> left turn as soon as safety permits to avoid residential areas; Turbine aircraft <u>should</u> climb <u>on</u> runway heading to Payette Lake shoreline prior to any turns.

- Do not operate at high RPM and high power settings at low altitude, unless required for safe operation.
- (D) Unless a control tower is in operation, fixed-wing aircraft taking off or landing, or flying in the traffic pattern at the McCall Airport, shall use the standard left-hand traffic pattern.
- (E) VFR "Sstraight-in" landings are permitted, traffic permitting.
- (F) Helicopters shall avoid the flow of fixed-wing aircraft.
- (G) All radio-equipped aircraft shall monitor the common traffic advisory frequency (CTAF-formerly called UNICOM), 122.8 MHz and announce intentions to use the runway, unless an Air Traffic Control Tower (ATCT) is in operation and then shall follow the instructions of ATCT.
- (H) When preparing for take-off, aircraft on the ground shall yield to, all aircraft beginning final landing approach.
- (I) Wind permitting, use runway 16 for touch-and-go landings. with-spacing of aircraft and traffie. Pilots making touch-and-go landings must ensure safe spacing from other aircraft.
- (J) Operations from 11 PM until 6 AM are discouraged, and operations from 6 AM until 7 AM should be minimized. Touch-and-Ggo operations should be avoided before 8 AM and after 7 PM.
- (K) Avoid low-altitude flying over populated areas, maintaining traffic pattern altitude as long as practicable, flying at or above the VASIs or PAPIs.

Section 6: That Section 8.16.6 of the McCall City Code is amended with the following changes:

#### **8-16-6: TIE DOWN AREA-RENTAL FEES, EXCEPTIONS:**

Tie down area rental fees and exceptions therefrom shall be from time to time established by resolution of the mayor and council. Rules and regulations for tie down areas and enforcement thereof shall be as established in such resolutions of the mayor and council.

#### **8-16-58.16.6** AIRPORT FIRE REGULATIONS

- (A) All persons using in any way the airport area or the facilities of the airport shall exercise the utmost care to guard against fire and injury to persons and property.
- (B) No person shall store or stock material or equipment in such a manner as to constitute a fire hazard.
- (C) DISABLED AIRCRAFT: Any owner, Lessee, operator, or other person having the control, or the right of control, of any disabled aircraft on the Airport shall be responsible for the prompt removal and disposal thereof, and any and all parts thereof, subject, however, to any requirements or direction by the National Transportation Safety Board, the Federal

Aviation Administration, or the Airport Manager that such removal or disposal be delayed pending an investigation of an accident. Any owner, Lessee, operator or other person having control, or the right of control, of any aircraft does, by use of the Airport, agree and consent, notwithstanding any provision in any agreement, lease, permit or other instrument to the contrary, that the Airport Manager may take any and all necessary action to effect the prompt removal or disposal of disabled aircraft that obstruct any part of the Airport utilized for aircraft operations; that any costs incurred by or on behalf of the Airport for any such removal or disposal of any aircraft shall be paid to the City; that any claim for compensation against the City, and any of their officers, agents or employees, for any and all loss or damage sustained to any such disabled aircraft, or any part thereof, by reason of any such removal or disposal is waived; and that the owner, Lessee, operator or other person having control, or the right of control, of said aircraft shall indemnify, hold harmless, and defend the City, and all of their officers, agents and employees, against any and all liability for injury to or the death of any person, or for any injury to any property arising out of such removal or disposal.

(D) No aircraft shall be fueled while the engine is running or while such aircraft is in the hangar.

No aircraft shall be fueled while the engine is running or while in the hangar, and all aircraft shall be properly grounded when being fueled.

(E) All aircraft shall be properly grounded when being fueled.

The Airport Manager shall post copies of the foregoing sections of this chapter in a conspicuous place at the McCall municipal airport.

Hangar owners are responsible for clearing weeds and dried grass from their leasehold property. If weeds and dried grass are not removed per city code, the City of McCall may elect to accomplish the clean-up and charge back the lessee.

- (C)(F) No person shall smoke within a hangar or within one hundred feet (100') of an aircraft, fuel vehicle, or fuel stand. fifty feet (50') of the aircraft.
- (G) All fuel trucks must be "chocked" to maintain a stationary position at all times when parked and must be inspected at least annually. Fuel truck fire extinguishers must be inspected annually.
- (H) No boxes, paper, litter, or trash shall be permitted to be stored in or around hangars.
- (I) Gasoline, kerosene, ether, or other flammable liquids shall not be stored in hangars, except as may be allowed by fire code and the McCall Fire Protection District.

Section 7: That Section 8.16.7 of the McCall City Code is amended with the following changes:

#### 8-16-7-LANDING FEES

- (A) There is hereby imposed on all owners and operators of commercial aircraft landing in the McCall Municipal Airport, landing fees in the amount established from time to time by resolution of the City Council. Council may in such resolution establish classes of aircraft and vary fees according to class, and extend exemptions to certain on airport lessees or on airport federal government agencies, if it so chooses.
- (B) The Airport Manager shall collect such landing fees and remit them each week to the City Treasurer who shall credit such fees to the airport fund. Such duty may be assigned to an agent by a contract approved by Council.

This section shall not apply to fixed base operators at the McCall Municipal Airport, flights by or for the United States forest service and student training flights.

#### 8.16.7: FEES

- (A) <u>Tie-down and parking-area rental fees shall be from time-to-time established by resolution of the Mayor and Council. Rules and regulations for tie-down areas and enforcement thereof shall be as established in such resolutions of the Mayor and Council.</u>
- (B) Parking procedures for tie-down tenants will be as directed by the Airport Manager.
- (C) 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) 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) 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) 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 non-based rate of 1.5 times the current fuel-flowage fee for all fuel actually pumped.
- (G) PERMITS, AGREEMENTS, & 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 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 non-commercial 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.

Leases/hangars used for non-commercial 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 non-commercial hangars to be used for aircraft storage. These non-commercial 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.
- <u>c.</u> The telephone number of the new owner.
- d. An e-mail address if available for the new owner.
- e. Two 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 in not-a-lease-assignment if the people owning the lease have not changed.

# (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) NON-DISCRIMINATION

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 process.

#### (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, from becoming 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 weeks, or the aircraft will be impounded and removed.

<u>Section 8:</u> That Section 8.16.8 of the McCall City Code is amended with the following changes:

#### 8-16-8: MINIMUM STANDARDS:

The rules, regulations, standards and requirements set forth in that document entitled "Minimum Standards For Fixed Base Operators And Airport Tenants At The McCall Municipal Airport, McCall, Idaho", as the same may be hereafter amended, is hereby ratified and adopted as the minimum standards for fixed base operators and airport tenants at the McCall municipal airport, and as ratified and adopted shall be rules, regulations, standards and requirements governing the use of the McCall municipal airport by all commercial operators for all commercial operations at the McCall municipal airport. Three (3) copies of said "Minimum Standards For Fixed Base Operators And Airport Tenants At The McCall Municipal Airport, McCall, Idaho", are now on file in the office of the city clerk for inspections 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 said "Minimum Standards For Fixed Base Operators And Airport Tenants At The McCall Municipal Airport, McCall, Idaho", in the office of the city clerk for inspection and examination.

#### 8.16.8: USE OF HANGARS / ENVIRONMENTAL

- (A) 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) 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 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 24-hour period.
- 7. Hangars may not be used for any residential purpose.

#### (D) NON-EXCLUSIVE 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. No person shall cause or allow non-allowable storm water and non-storm water discharges to be released to the storm water system, or any Hazardous Material to be released to the storm-sewer system except as specifically permitted under the Clean Water Act (33 USC § 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.

Section 9: That Section 8.16.9 of the McCall City Code is amended with the following changes:

#### **8.16.9: PENALTIES:**

(A) In addition to penalties otherwise provided in this code, any person violating this chapter or refusing to comply therewith and any person failing or refusing to comply with the "Minimum Standards for Fixed Base Operators And Airport Tenants Commercial

Aeronautical Activities at the McCall Municipal Airport, MeCall, Idaho," may be promptly removed or ejected from the airport by or under the authority of the Airport Manager, and upon the order of the Airport Manager may be deprived of the further use of the airport and its facilities for such length of time as may be required to ensure the safeguarding of the same, as well as and the public and its interests therein and as may be required to ensure compliance with said minimum standards.

(B) Any person convicted of a violation of this chapter or a violation of said "Minimum Standards for Fixed Base Operators And Airport Tenants Commercial Aeronautical Activities at the McCall Municipal Airport," shall be punished by a fine not to exceed three hundred dollars (\$300.00) or by imprisonment in the Valley County jail not to exceed six (6) months, or by both such fine and imprisonment.

<u>Section 10:</u> The provisions of this ordinance are hereby declared to be severable and if any provision of this ordinance or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of the remaining portions of this ordinance

Section 11: This Ordinance shall take effect immediately upon its passage and approval.

PASSED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF McCALL, IDAHO, THIS DAY OF 2010.

CITY OF McCALL Valley County, Idaho

Bonald C. Bailey, Mayor

ATTEST:

BessieJo Wagner, City Clerk

#### **EXHIBIT F**

# CITY OF MCCALL-MCCALL MUNICIPAL AIRPORT

February 20, 2014

SUBJECT: Hangar 102 Background Information

The intent of this letter is to provide a description of events, as it is currently understood, regarding the background for issuance of lease rent credits with reference to Hangar 102. In September of 1988 the City of McCall coordinated for pre-payment of rent for thirty-nine years of remaining term of Hangar 102. The existing rent for this hangar then totaled \$3,049 per annum providing for a total value of \$118,911.00 over the course of thirty-nine (39) years remaining on the term of the lease. A present value calculation for this total was accomplished resulting in the receipt of \$39,000 on behalf of the City for payment of rent over the duration of this lease. This funding was utilized to match an airport improvement project grant for extension of the existing length of Runway 16/34.

In February of 2014 the current lessee, Aviation Properties LLC, requested the City's concurrence to terminate the existing lease and enter into a new lease in an effort to satisfy lending requirements for refinancing interest in ownership of the hangar. The agreed upon term for entrance in this lease included an initial term of twenty years with one five-year renewal and one three-year renewal totaling twenty-eight years for the term of this lease. The intent of this structure is to mirror Aviation Properties LLC existing FBO lease which has eight years remaining in the initial term and four five-year renewal periods totaling twenty-eight years. A rent escalation clause was provided within the lease for Hangar 102 on the eighth anniversary to mirror a rental rate increase within the existing FBO lease, which will reach the end of its initial term after eight years.

The City will honor the standing credit for thirteen remaining years of lease payment in the amount of \$3,049 per annum. The final credit will be issued with the October 1, 2026 lease payment in fiscal year 2027.

Nate Coyle Airport Manager City of McCall



McCall Municipal Airport 216 East Park St. McCall, Idaho 83638 208-634-1488

#### **Assignment and Assumption of Lease**

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

#### **Preamble:**

<u>Aviation Properties, LLC</u> (hereinafter ASSIGNOR) is the lessee of land owned by the City of McCall, Idaho, described in Exhibit "A", McCall Municipal Airport, McCall, Idaho.

Pursuant to an agreement ASSIGNOR has agreed to assign the lease to <u>Teton Leasing, LLC</u> (hereinafter ASSIGNEE). A copy of the lease has been given to ASSIGNEE who acknowledges that he/she/they/it is/are familiar with its terms and conditions and agrees to be bound thereby.

#### **Lease Assignment and Assumption:**

Effective as of closing of this sale or transfer, ASSIGNOR assigns all rights, interest and obligations under the terms of the above described lease with the City of McCall, Idaho, to ASSIGNEE who assumes all rights, interest, and obligations accruing after such closing under the terms of the above described lease with the City of McCall, Idaho.

Provided, however, that in the event ASSIGNEE intends to sublease or carry on commercial business or commercial aeronautical activity, ASSIGNEE must apply to the Airport Manager for permission to do so and such application will be processed in accord with the Minimum Standards, described in Exhibit "D".

<b>Effective Date:</b>	
The effective date of this agreement is	

# SIGNATURES FOR THE ASSIGNOR AND ASSIGNEE ARE ON PAGE 2 OF 3

# SIGNATURES FOR THE CITY OF MCCALL ARE ON PAGE 3 OF 3

ASSIGNOR:	
Signed: Daniel R. Scott, Manag	ging Member, Aviation Properties, LLC
STATE OF IDAHO, ) : ss:	
County of Valley, )	
a Notary Public in and for said State, p	
IN WITNESS WHEREOF, I have here year in this certificate first above written	eunto set my hand and affixed my official seal, the day and en.
(SEAL)	Notary Public for Idaho My Commission Expires:
ASSIGNEE: Signed: Melvin Wagoner	
STATE OF IDAHO, )	
: ss: County of Valley, )	
Notary Public in and for said State, pe	
IN WITNESS WHEREOF, I have here year in this certificate first above written	eunto set my hand and affixed my official seal, the day and en.
(SEAL)	Notory Dublio for Idobe
	Notary Public for Idaho My Commission Expires:

City of McCall: Approved by:				
	Jackie Aymon, Mayo	or		
ATTEST:				
	BessieJo Wagner, Cir	ty Clerk		
STATE OF IDAHO,	, and the second			
County of Valley,	: ss: )			
Public in and for said identified to me to be	f, 20_ I State, personally app the Mayor and City C In that executed the ins the same.	eared <u>Jackie Aymo</u> lerk of the City of M	n and <u>BessieJo Wagn</u> McCall, ID, respective	<u>ner</u> known or ely, the Idaho
IN WITNESS WHER year in this certificate	REOF, I have hereunto first above written.	set my hand and af	fixed my official seal,	, the day and
(SEAL)				
		Notary Public for My Commission I		

# DROULARD LAND SURVEYING

JOEL W. DROULARD Professional Land Surveyor

POST OFFICE BOX 69 McCALL IDAHO 83638

TELEPHONE 208-634-7398 ◆ CELLULAR 208-630-3423 E-MAIL JOEL@DROULARD COM

February 14, 2014

# **LEASE PROPERTY DESCRIPTION FOR HANGER 102**

A parcel of land situate in the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 16, T=18 N., R=3 E, B.M., 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. T 18 N R 3 E , B M City of McCall, Valley County, Idaho thence N 89° 47′ 44″ W 624 55 feet along the north boundary of said NE $^{1}4$  SW $^{1}4$ , thence, S 00° 11′ 34″ W , 52 84 feet to the north west corner of FBO 1 also being the north east corner of the Hanger 102 Parcel, the REAL POINT OF BEGINNING°

Thence continuing S 00 11' 34" W a distance of 328 14 feet along the west boundary of said FBO 1 Parcel, to the south east corner of the Hanger 102 Parcel

Thence, leaving said FBO 1 Parcel N 68 59' 00" W a distance of 47.79 feet.

Thence, an arc distance of 119 66 feet along a curve to the left whose long chord bears N 72° 28° 46" W a distance of 119.37 feet, whose radius is 500 00 feet and central angle is 13° 42° 42° to the south west corner of the Hanger 102 Parcel.

Thence, N. 00: 11: 34" E., a distance of 197.79 feet.

Thence, S. 89° 47' 44" E. a distance of 8.52 feet

Thence, N 00° 11′ 34° E. a distance of 5.86 feet

Thence, N. 841141181W., a distance of 8 56 feet.

Thence N 00° 11° 34° E. a distance of 71 15 feet, to the north west corner of the Hanger 102 Parcel,

Thence S 89' 47' 44" E , a distance of 158 62 feet to the Point of Beginning containing 1 088 acres, or 47.374 square feet, more or less

Bearings based on the Record of Survey Plat filed as Instrument Number 202221 at Valley County, Idaho.



# McCALL CITY COUNCIL AGENDA BILL

216 East Park Street McCall, Idaho 83638

Number AB 18-238

Meeting Date September 27, 2018

AGENDA ITEM INFOR	RMATION		
SUBJECT:	Department Approvals	Initials	Originator or Supporter
Request to Approve the Assumption of Hangar 103	Mayor / Council		
Lease by Teton Leasing, LLC, and Terminate	City Manager	ABS	
Aviation Properties, LLC's interest in the lease at	Clerk		
<u> </u>	Treasurer		
Time of Closing	Community Development		
	Police Department		
	Public Works		
	Golf Course		
COST IMPACT:	Parks and Recreation		
FUNDING	Airport	JAL.	Originator
SOURCE:	Library	8	
TIMELINE:	Information Systems		
	Grant Coordinator		

#### **SUMMARY STATEMENT:**

Teton Leasing, LLC (dba McCall Aviation) is in the process of buying Hangar 103 from Aviation Properties LLC and wishes to assume the existing lease. Additionally, Teton Leasing LLC is requesting that the lease be assumed under the current terms to include the lease rate. The FY18 rate was \$.276/sq ft covered ground and \$.135 bare ground. This leasehold has 120,997 sq ft of bare ground and 12,030 sq ft covered ground making the lease amount \$16,322.88 for the uncovered ground and \$3314.67 for covered ground for a total of \$19647.55. The initial term of the lease ends May 21, 2022 with the opportunity for four 5-year extensions.

As this is a commercial hangar, the request for assumption was reviewed by the Airport Advisory Committee (AAC). Teton Leasing provided information as to additional funds generated by their business to offset the reduction in lease rate to include fuel flowage, rental car leasing, employment, etc. Teton Leasing intends to provide a briefing to Council at this meeting. The AAC and staff recommend assigning the lease at the current terms.

Airport Assumption and Current Lease are attached.

# RECOMMENDED ACTION:

Approve the assumption of the Hangar 103 lease by Teton Leasing, LLC, terminate Aviation Properties, LLC's interest in the lease at time of closing, and authorize the Mayor to sign all necessary documents.

		RECORD OF COUNCIL ACTION
MEETING DATE	ACTION	

#### Lease Amendment

THIS LEASE AMENDMENT, made and entered into this 5th day of January, 2007, by and between the City of McCall, a municipal corporation of the State of Idaho. 216 East Park Street McCall, Idaho 83638, hereinafter called "Lessor" and McCall Aviation, Inc., an Idaho Corporation. 300 Deinhard Lane, McCall, Idaho 83638 as "Lessee,"

#### WITNESSETH:

WHEREAS, under date of May 21, 2002, the Lessor herein made and entered into a certain Lease Agreement for FBO 1 (herein called the Lease) involving lands at the McCall Municipal Airport, McCall, Idaho. Wherein McCall Aviation, Inc. is Lessee.

WHEREAS, Lessee has requested a lease amendment adding 64,659 square feet of land which is contiguous to said lease, with a proposed use as a commercial hangar with an attached office wing and a paved parking lot.

WHEREAS, the Airport Advisory Committee recommended approval of requested lease amendment at its regular meeting of 9 November 2006.

WHEREAS, McCall City Council approved said lease amendment at its regular City council meeting on December 14, 2006 under Agenda Bill AB 06-241.

WHEREAS, Legal Description, Exhibit "A," and the drawing of the subjects property, Exhibit "B," and section fourteen (14) of said lease, will to be amended to reflect this addition of land. And enter into new Legal Description, Exhibit "A," and the drawing of the subject's property, Exhibit "B," and recalculate section fourteen (14) "RENT" of the lease agreement.

NOW THEREFORE, in consideration of said above amendment, with mutual covenants and agreements herein set forth the parties hereto agree as follows:

- 1. That existing Legal Description, Exhibit "A," and the drawing of the subject's property, Exhibit "B," be removed from the lease agreement.
- 2. That the new mutually agreed upon, Legal Description, Exhibit "A," dated December 21, 2006 containing 3.054 acres M/L, titled Lease Property Description for FBO 1, and the drawing of the subjects property, Exhibit "B," titled Lease Boundary FBO 1 McCall Aviation Inc. dated December 2006,

Lease amendment page1

01/05/07

Instrument # 336335

VALLEY COUNTY, CASCADE, IDAHO 11-5-2008 01:49:40 No. of Pages: 5

Page 181 of 273 Recorded for : CITY OF MCCALL ARCHIE N. BANBURY

Ex-Officio Recorder Deputy

Fee: 0.00

both prepared by Droulard Land Surveying, be inserted in the lease agreement.

- 3. Recalculate section Fourteen (14) "RENT" to correlate with the new agreed upon Legal Description, Exhibit "A," and the drawing of the subjects property, Exhibit "B,"
- 4. Except as herein provided, in all other respects the terms and conditions of the lease dated May 21, 2002, shall be and remain in full force and effect.

IN WITHESS WHEREOF, the parties have executed this Amendment to Lease Agreement as of the day and year first above written.

CITY OF MCCALL, IDAHO

Mayor, William A. Robertson

Attest:

City Clerk, Joanne York

Milinde Carlesy

McCall Aviation, Inc.

Daniel R. Scott, President

Attest:

Lease amendment page2

01/05/07

Recalculate section Fourteen (14) "RENT" to correlate with the new agreed upon Legal Description, Exhibit "A," and the drawing of the subjects property, Exhibit "B,"

14. Rent. Rent shall be payable annually in advance on October 1 of each year. As of October 1, 2006, rent shall be payable in the amount of \$0.110 cents per square foot for bare ground, presently 56,178 square feet, plus \$0.224 cents for land covered by aboveground Leasehold Improvements, presently 12,190 square feet; for October 1, 2006 this sum totals \$8,893.94 per annum. Upon the execution of this Lease Amendment, the total leasehold square footage will increase to 133,027 square feet with 120,997 square feet of bare ground and 12,030 square feet of land covered by above-ground Leasehold Improvements. This is an increase of 64,819 square feet of bare ground and a decrease of 160 square feet of land covered by above-ground Leasehold Improvements. For the nine months from January through September 2007 an additional pro-rated pre-paid rent payment of \$5,311.73 will be paid. This additional rent is due and payable upon execution of this Lease Amendment. City Council Resolution 10-90 as the same may be amended or replaced from time to time, governs rental rates and rate adjustments: the current version is attached as Exhibit E. The rent will be adjusted annually effective October 1 according to the percentage increase of the 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 2001 = 173.1
Rent = $100.00
$102.55 = $100.00 x (173.1 / 168.8)
```

Prior to or at the same time as issuance of a building permit, and annually thereafter, pro-rated rent for covered land shall be paid with respect to the land to be covered by above-ground Leasehold Improvements with respect to which the permit is issued.

Lease amendment page3

01/05/07

## DROULARD LAND SURVEYING

JOEL W. DROULARD Professional Land Surveyor

POST OFFICE BOX 69 McCALL, IDAHO 83638

TELEPHONE 208-634-7398 ♦ FACSIMILE 208-634-1051 E-MAIL DROUJ@FRONTIERNET.NET

December 21, 2006

#### **LEASE PROPERTY DESCRIPTION FOR FBO 1**

3.054 ACRE PARCEL

A parcel of land situate in the NE¼ of the SW¼ of Section 16, T. 18 N., R. 3 E., B.M., 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, T. 18 N., R. 3 E., B.M., City of McCall, Valley County, Idaho; thence, N. 89° 47' 44" W., 411.57 feet along the north boundary of said NE1/4 SW1/4; thence, S. 00° 12' 16" W., 52.83 feet to the south boundary of Deinhard Lane, the REAL POINT OF **BEGINNING:** 

Thence, S. 89° 47' 44" E., 37.32 feet,

Thence, S. 16° 46' 11" E., 23.18 feet.

Thence, S. 89° 47' 44" E., 33.00 feet,

Thence, S. 57° 01' 36" E., 109.00 feet,

Thence, S. 16° 46' 11" E., 247.78 feet,

Thence, S. 73° 13' 49" W., 78,22 feet.

Thence, S. 42° 49' 09" W., 72.57 feet,

Thence, N. 47° 19' 44" W., 23.24 feet,

Thence, S. 42° 49' 09" W., 51.91 feet.

Thence. N. 47° 19' 44" W., 75.82 feet,

Thence, N. 46° 31' 33" W., 166.42 feet.

Thence, S. 43° 28' 27" W., 116.07 feet,

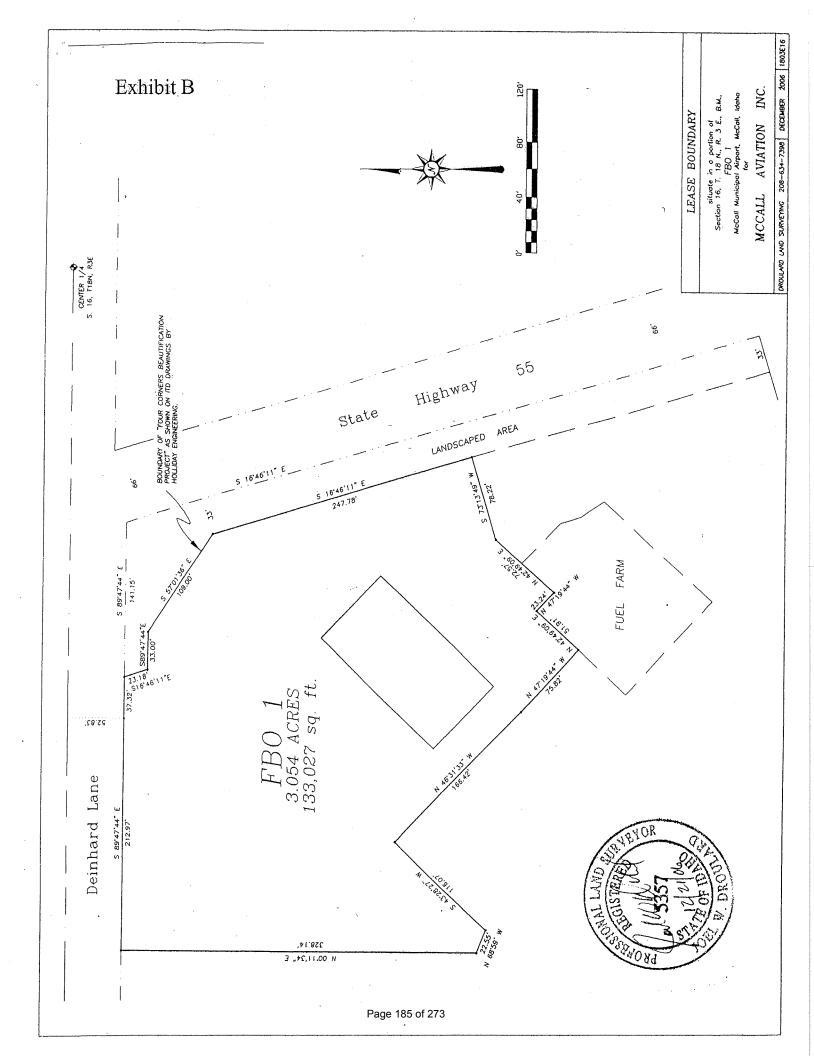
Thence, N. 68° 59' 00" W., 22.55 feet,

Thence, N. 00° 11' 34" E., 328.14 feet to the south boundary of Deinhard Lane,

Thence, S. 89° 47' 44" E., 212.97 feet to the Point of Beginning, containing 3.054 acres, more or less.

Bearings based on the Record of Survey Plat filed as Instrument Number 202221 at Valley County, Idaho.





#### CONSENT TO ASSIGNMENT OF LEASE AND SUBLEASE

CONSENT TO ASSIGNMENT OF LEASE AND SUBLEASE (this "Consent"), executed by the City of McCall, an Idaho municipality ("City of McCall") in favor of and for the benefit of Aviation Properties LLC, an Idaho limited liability company ("Aviation Properties") and McCall Aviation, Inc., an Idaho corporation ("McCall Aviation").

#### WITNESSETH:

WHEREAS, McCall Aviation, as tenant, and the City of McCall, as landlord, are parties to that certain Fixed Base Operator Lease FBO 1 dated May 21, 2002, as amended (collectively, the "Lease"), whereby McCall Aviation leases from the City of McCall certain real property located at the McCall Municipal Airport, McCall, Idaho (the "Premises") a copy of which Lease is attached hereto as Exhibit "A"; and

WHEREAS, the City of McCall has been requested by McCall Aviation and Aviation Properties to memorialize its consent to the assignment of the Lease by McCall Aviation to Aviation Properties and the sublease of the Premises by McCall Aviation from Aviation Properties.

NOW, THEREFORE, for the good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the City of McCall agrees as follows:

- 1. <u>Effective Date</u>. For purposes of this Consent, the term "Effective Date" shall mean September 13, 2007.
- 2. <u>Consent.</u> Effective as of the Effective Date, the City of McCall: (a) consents and agrees to the assignment of the Lease by McCall Aviation to Aviation Properties and the sublease of the Premises by McCall Aviation from Aviation Properties, (b) agrees to recognize and look solely to Aviation Properties as the tenant under the Lease and thereby establish direct privity of estate and privity of contract with Assignee, (c) confirms and agrees that the terms of the Lease, including the present rent payable under the Lease, shall remain as stated and currently in place and (c) releases Assignor from all obligations under the Lease.

City of McCall:

Agreed and Approved by:

By: Anderson

By:

John Anderson, Airport Manager City of McCall

Bill Robertson, Mayor

City of McCall

#### CONSENT TO ASSIGNMENT OF LEASE AND SUBLEASE

CONSENT TO ASSIGNMENT OF LEASE AND SUBLEASE (this "Consent"), executed by the City of McCall, an Idaho municipality ("City of McCall") in favor of and for the benefit of Aviation Properties LLC, an Idaho limited liability company ("Aviation Properties") and McCall Aviation, Inc., an Idaho corporation ("McCall Aviation").

#### WITNESSETH:

WHEREAS, McCall Aviation, as tenant, and the City of McCall, as landlord, are parties to that certain Fixed Base Operator Lease FBO 1 dated May 21, 2002, as amended (collectively, the "Lease"), whereby McCall Aviation leases from the City of McCall certain real property located at the McCall Municipal Airport, McCall, Idaho (the "Premises") a copy of which Lease is attached hereto as Exhibit "A"; and

WHEREAS, the City of McCall has been requested by McCall Aviation and Aviation Properties to memorialize its consent to the assignment of the Lease by McCall Aviation to Aviation Properties and the sublease of the Premises by McCall Aviation from Aviation Properties.

NOW, THEREFORE, for the good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the City of McCall agrees as follows:

- 1. <u>Effective Date</u>. For purposes of this Consent, the term "Effective Date" shall mean September 13, 2007.
- 2. <u>Consent.</u> Effective as of the Effective Date, the City of McCall: (a) consents and agrees to the assignment of the Lease by McCall Aviation to Aviation Properties and the sublease of the Premises by McCall Aviation from Aviation Properties, (b) agrees to recognize and look solely to Aviation Properties as the tenant under the Lease and thereby establish direct privity of estate and privity of contract with Assignee, (c) confirms and agrees that the terms of the Lease, including the present rent payable under the Lease, shall remain as stated and currently in place and (c) releases Assignor from all obligations under the Lease.

# City of McCall:

Agreed and Approved by:
By:
John Anderson, Airport Manager
City of McCall
By: Ward
Bill Robertson, Mayor
City of McCall

#### ASSIGNMENT AND ASSUMPTION OF LEASE

ASSIGNMENT AND ASSUMPTION OF LEASE (this "Agreement"), entered into as of September 13, 2007, by and between McCall Aviation, Inc., an Idaho corporation ("Assignor") for the benefit of Aviation Properties LLC, an Idaho limited liability company, ("Assignee"). Assignor and Assignee are referred to collectively herein as the "Parties."

#### WITNESSETH:

WHEREAS, Assignor, as tenant, and the City of McCall, as landlord, are parties to that certain Fixed Base Operator Lease FBO 1 dated May 21, 2002, as amended (collectively, the "Lease"), whereby Assignor leases from the City of McCall certain real property located at the McCall Municipal Airport, McCall, Idaho (the "Premises") a copy of which Lease is attached hereto as Exhibit "A"; and

WHEREAS, the City of McCall has provided written consent to the assignment of the Lease as agreed to herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for the other valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

- 1. <u>Effective Date</u>. For purposes of this Agreement, the term "Effective Date" shall mean September 13, 2007.
- 2. <u>Assignment.</u> Effective as of the Effective Date, Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in, under and to the Lease. Assignor will deliver possession of the Premises to Assignee on the Effective Date. Assignee hereby accepts the foregoing assignment and hereby agrees to perform all of the terms and conditions of the Lease to be performed on the part of Assignor and assumes all of the liabilities and obligations of Assignor under the Lease, arising or accruing on or after the Effective Date, including, without limitation, liability for the payment of rent and for the due performance of all the terms, covenants and conditions of the tenant pursuant to the Lease.

# 3. <u>Miscellaneous</u>.

- (a) <u>Headings</u>. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- (b) <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.
- (c) <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

ASSIGNOR:

McCall Aviation, Inc., an Idaho corporation

Name: Daniel R. Scott

Its: President

ASSIGNEE:

Aviation Properties LLC, an Idaho limited liability company

Name: Daniel R. Scott

# Lease Amendment

THIS LEASE AMENDMENT, made and entered into this day of December, 2002, by and between the City of McCall, a municipal corporation of the State of Idaho. 216 East park Street McCall, Idaho 83638, hereinafter called "Lessor" and McCall Aviation, Inc., an Idaho Corporation. P.O. Box 771 McCall, Idaho 83638 as "Lessee,"

# WITNESSETH:

WHEREAS, under date of May 21, 2002, the Lessor herein made and entered into a certain Lease Agreement (herein called the lease) involving lands at the McCall Municipal Airport, McCall, Idaho. Wherein McCall Aviation, Inc. is lessee.

WHEREAS, Legal Description, Exhibit "A," and the drawing of the subjects property, Exhibit "B," and section fourteen (14) of said lease, would like to be amended by the Lessor. And enter into new Legal Description, Exhibit "A," and the drawing of the subjects property, Exhibit "B," and recalculate section fourteen (14) "RENT" of the lease agreement.

- NOW THEREFORE, in consideration of said above amendment, with mutual covenants and agreements herein set forth the parties hereto agree as follows:
  - 1. That exciting Legal Description, Exhibit "A," and the drawing of the subjects property, Exhibit "B," be removed form the lease agreement.
  - 2. That the new mutual agreed upon, Legal Description, Exhibit "A," and the drawing of the subjects property, Exhibit "B," be inserted in the lease agreement.
    - 3. Recalculate section Fourteen (14) "RENT" to correlate with the new agreed upon Legal Description, Exhibit "A," and the drawing of the subjects property, Exhibit "B,"
  - 4. Except as herein provided, in all other respects the terms and conditions of the lease dated May 21, 2002, shall be and remain in full force and effect.

11/25/02

IN WITHESS WHEREOF, the parties have executed this Amendment to Lease Agreement as of the day and year first above written.

OF MCCALL

City Clerk, Cathleen Koch

CITY OF MCCALL, IDAHO

Mayor, Ralph Colton

Airport Manager, Michael Becker

McCall Aviation INC

Daniel R. Scott

Attest: Carl E. Wichols

Attest:

Lease amendment page2

Recalculate section Fourteen (14) "RENT" to correlate with the new agreed upon Legal Description, Exhibit "A," and the drawing of the subjects property, Exhibit "B,"

14. Rent. Rent shall be payable annually in advance on October 1 of each year, initially in the amount of <u>0.10</u> cents per square foot for bare ground, presently <u>16,037</u> square feet, plus <u>0.20</u> cents for land covered by aboveground Leasehold Improvements, presently <u>0</u> square feet; initially this sum totals <u>\$1603.70</u> per annum. The first year's rent is due and payable in advance upon execution of this lease pro-rated to October 1. City Council Resolution 10-90 as the same may be amended or replaced from time to time, governs rental rates and rate adjustment; the current version is attached as Exhibit E. The rent will be adjusted annually effective October 1 and according the percentage increase of the 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 2001 = 173.1

Rent = \$100.00

 $102.55 = 100.00 \times (173.1 / 168.8)$ 

Prior to or at the same time as issuance of a building permit, and annually thereafter, prorated rent for covered land shall be paid with respect to the land to be covered by aboveground Leasehold Improvements with respect to which the permit is issued.

### DROULARD LAND SURVEYING

JOEL W. DROULARD

**EXHIBIT A** 

POST OFFICE BOX 69 McCALL, IDAHO 83638

TELEPHONE 208-634-7398 ♦ FACSIMILE 208-634-1051 E-MAIL DROUJ@CTCWEB.NET

May 16, 2002

#### LEASE PROPERTY DESCRIPTION FOR FBO 1 FUEL FARM

A parcel of land situate in the NE¼ of the SW¼ of Section 16, T. 18 N., R. 3 E., B.M., City of McCall, Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the Center ¼ Corner of Section 16, T. 18 N., R. 3 E., B.M., City of McCall, Valley County, Idaho; thence, N. 89° 47' 44" W., 411.57 feet along the north boundary of said NE¼ SW¼; thence, S. 00° 12' 16" W., 123.52 feet to the north corner of FBO 1 as shown on that particular Record of Survey recorded as Instrument Number 202221 in the office of the Recorder of Valley County, Idaho; thence, S. 46° 31' 33" E., 208.71 feet; thence, S. 06° 12' 24" E., 128.04 feet; thence, S. 42° 49' 09" W., 32.57 feet to a ½ inch rebar, the REAL POINT OF BEGINNING:

Thence, S. 47° 10' 51" E., 50.76 feet to a 1/2 inch rebar,

Thence, S. 16° 20' 53" E., 19.25 feet to a 1/2 inch rebar,

Thence, S. 34° 41' 17" E., 24.91 feet to a 1/2 inch rebar,

Thence, S. 42° 21' 27" W., 135.61 feet,

Thence, N. 46° 46' 58" W., 115.95 feet to a PK nail,

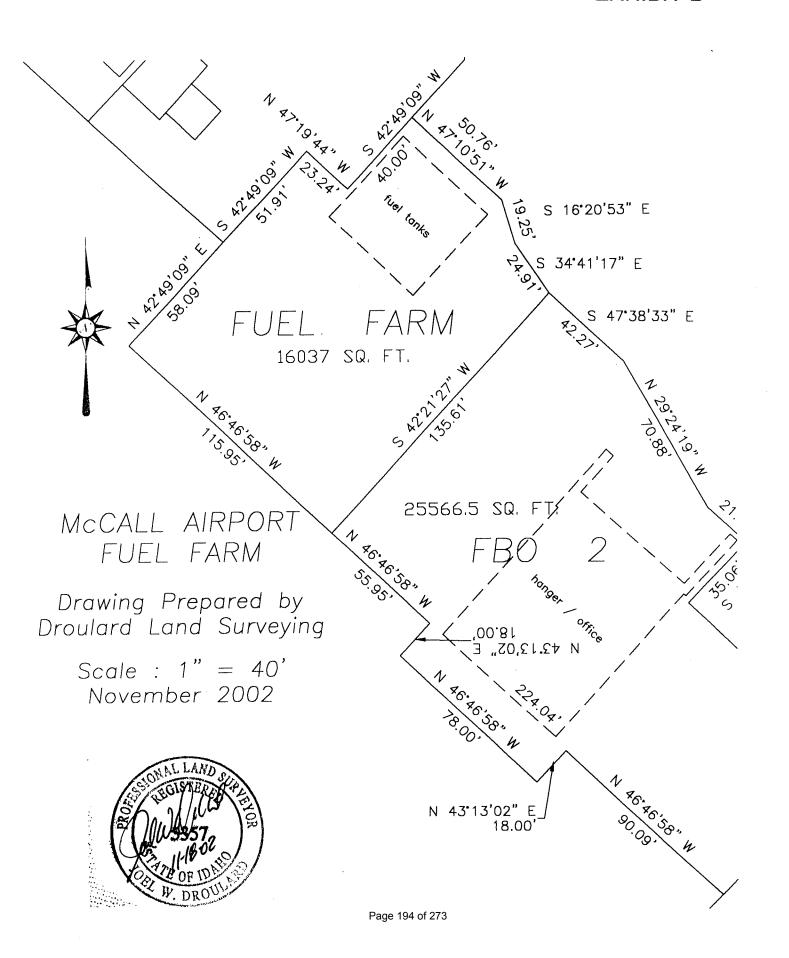
Thence, N. 42° 49' 09" E., 110.00 feet,

Thence, S. 47° 19' 44" E., 23.24 feet,

Thence, N. 42° 49' 09" E., 40.00 feet to the Point of Beginning, containing 0.368 acres, more or less.

Bearings based on the Record of Survey Plat filed as Instrument Number 202221 at Valley County, Idaho.

# **EXHIBIT B**



# EXHIBIT E

# RESOLUTION NO. 10-90

A RESOLUTION ESTABLISHING LAND LEASE RENTAL RATES AND FUEL FLOWAGE FEES AND TIME OF PAYMENT THEREOF, AT THE MCCALL MUNICIPAL AIRPORT, AND SETTING FORTH LANDING FEES AS SET BY CITY ORDINANCE; AND REPEALING RESOLUTION NO. 7-90 ADOPTED MAY 24, 1990.

WHEREAS, the McCall Airport Advisory Committee has studied land lease rates and fuel flowage fees established for various municipal airports in the State of Idaho, and has recommended that the City adopt and establish the rates hereinafter set forth; and

WHEREAS, the Mayor and Council deem it to be necessary and covenient for fixed base operators, airport tenants and the general public inquiring about fees and charges at the McCall Municipal Airport, to include in one document, all of such fees therefor the City ordinance establishing landing fees shall be included herein.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of McCall, Idaho, as follows:

# SECTION I. LAND LEASE RATES.

Annual base rates for leases of land not covered by buildings or structures and including paved areas are hereby set and established as follows:

\$00.053 per square foot through 12/31/92 \$00.075 per square foot effective 1/1/93 \$00.10 per square foot effective 1/1/95

B. Annual base rates for leased land covered by buildings and structures are hereby established as follows:

\$00.073 per square foot through 6/30/90 \$00.10 per square foot effective 1/1/90 \$00.15 per square foot effective 1/1/93 \$00.20 per square foot effective 1/1/95

C. General Conditions.

The annual base rates above set forth shall be guaranteed for ten years from the date of lease, at the end of which time such base rate shall be adjusted to the then current annual base rate; thereafter at the end of each succeeding five year period such annual base rate shall be adjusted to the then current annual base rate, all as hereafter established by the Mayor and Council.

The actual rental paid by lessee under such leases shall be the applicable base rate plus an annual upward adjustment at the end of each year for the succeeding year, based upon the Consumer Price Index , U.S. City Average, all Urban Consumers (1967=100), published by the U.S. Department of Labor Bureau of Labor Statistics.

D. Time of Payment.

All land lease rental fees shall be paid annually in advance.

E. Commercial and large scale projects including more than an aircraft hangar.

The Mayor and Council shall determine the term and rental to be paid on commercial and large scale projects on a case by case basis.

# SECTION II. FUEL FLOWAGE FEE.

There is hereby imposed a fuel flowage fee on all aircraft fuels delivered to the McCall Municipal Airport in the amount of \$00.04 per gallon, which fee shall be paid by all fixed base operators selling fuel on said airport.

# SECTION III. TIE-DOWN FEES.

A. There is hereby imposed aircraft tie-down rental fees at the McCall Municipal Airport, which fees shall be in the amount hereinafter set forth opposite the type of area of tie-down:

Hard-surfaced tie-down areas \$15.00 All other tie-down areas 7.50 Itinerant aircraft parking fees for overnight parking shall be \$2.00 per night.

B. All fees shall be paid in advance to the Airport Manager. Nonthly fees paid in advance for six (6) months or more shall be reduced by ten percent (10%).

# SECTION IV. LANDING FEES.

Landing fees are fixed by Section 8-14-7 of the Yillage Code of McCall, Idaho, and are included herein for convenience of fixed base operators and airport tenants and the general public when inquiries are made concerning fees payable at the McCall Municipal Airport. Said code section provides as follows:

A. There is hereby imposed on all owners and operators of commercial aircraft landing in the McCall Municipal Airport, landing fees as follows:

Fifty cents (\$.50) per thousand (1,000) pounds gross weight of each aircraft, with a minimum fee of three dollars (\$3.00) per aircraft per landing.

- B. The Airport Manager shall collect such landing fees and remit them each week to the city clerk who shall credit such fees to the airport fund.
- C. This ordinance shall not apply to fixed base operators at the McCall Municipal Airport, flights by or for the United States Forest Service and student training flights.

SECTION V. REPEALER. Resolution No. 7-90 adopted May 24, 1990, be, and the same is hereby repealed.

Dated this 28th day of June, 1990.

Attest:

City Cleyk

#### MCCALL MUNICIPAL AIRPORT FIXED BASE OPERATOR LEASE FBO 1 FUEL FARM

This Lease is made <u>May 21,2002</u> by and between the City of McCall, and Idaho municipal corporation (called "City" the rest of this Lease) as Lessor, and <u>McCall Aviation, Inc. an Idaho Corporation</u> (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 legal description, Exhibit "A;" a drawing of the Subject Property, Exhibit "B;" Special Additional Terms, if any, Exhibit "C," and Minimum Standards For Commercial Operations and Private Users, Exhibit "D."

#### **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 (all of which Airport is called "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 an enterprise fund, 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 both as one of the "front doors" of McCall and as a land use adjacent to another of those "front doors."

#### Agreements

- 4. <u>Lease.</u> City leases to Lessee, and Lessee leases from City, the property described on 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.
- 5. <u>Use of Subject Property</u>. The permitted primary uses of the Subject Property are those within FBO Type activities as defined in the McCall Airport Minimum Standards; Lessee shall meet and conform to such Minimum Standards applicable to such FBO Type activities, as well as to those Airport rules and regulations applicable to all Airport tenants, as such Minimum Standards, rules, and regulations may be amended from time to time by the City Council.
  - A. The placement of and plans for Leasehold Improvements are subject to approval as provided below under Construction, and Lessee shall obtain that approval before commencing any construction. Such construction and any use shall comply with this Lease, and with the *McCall City Code*, respecting building codes, zoning, and utilities, respectively.
  - B. Lessee shall keep and maintain the leased premises in a neat and orderly manner, including keeping grass cut and buildings painted 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 its occupancy on the Airport. Under no circumstances shall Lessee permit junk, debris, inoperable or unlicensed vehicles or equipment, or other unsightly material, to be stored on the Subject Property.
  - C. Fuels and other flammable materials shall not be stored in hangers, nor shall heating fuel lines be above ground.

- D. Words not defined in the Lease shall be given the meaning ordinarily applied to such words as used in the context of airport management and operations. In this Lease "Fixed Base Operator" (FBO) means any person, firm partnership or corporation who is a lessee on the Airport undertaking a business to perform any of the services to the public, aviators, or aircraft appurtenances, set out in the remaining subparagraphs of the paragraph 5.
- E. 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.
- F. Lessee shall not engage in any business or activity other than activities within the applicable FBO Type as set forth herein.
- G. 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 shall seek a Lease amendment from the City for permission to do so.
- H. Lessee shall provide its own buildings, personnel, equipment and other appurtenances or facilities necessary to carry out its obligations to authorized operations.
- I. Lessee shall determine its own fees, rates, and charges for services which shall be equally and fairly applied to all users of those services.
- J. Lessee shall maintain reasonable business hours, and shall provide adequate staff to carry out its obligations to the public.
- K. 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 under any FBO Type.
- L. 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 surplusage of current services, and other as the City may specify.
- M. Lessee accepts the area of land leased as of sufficient size to accommodate all buildings, parking areas, snow storage area, and aircraft parking.
- 6. <u>Uses in Common</u>. Lessee shall have the nonexclusive right to use, in common with others, all Airport facilities and improvements of a public nature which are now, or may come to be provided, including, but not limited to, runways, taxiways, aprons, roadways, parking areas, and other common use facilities, provided such use is in accord with applicable law and regulations, for the takeoff, flying and landing of aircraft owned, leased, or rented by the Lessee, and its occasional invitees.
- 7. Parking. Automobiles may be parked inside the hangar while Lessee's aircraft is being operated, or at a parking area off of the aircraft ramps designated by the Airport Manager. No motor vehicles shall be parked in front of the hangar, or anywhere aircraft may be or come to be operating. 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, or ticketed pursuant to the *McCall City Code*, or both.

- 8. Operations to be Lawful. Lessee and Lessee's improvements and use shall comply 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 any other lawful directions of the Airport Manager identified in good faith by the Airport Manager as safety based, with Airport Manager in writing even if Lessee wishes to appeal such directions. An appeal of any such direction shall be filed. The notice to the City providing particularized claim within ten (10) calendar days of the event being appealed. The City shall respond within sixty (60) days from receipt of written appeal. Lessee shall comply with this Lease and all applicable other laws, ordinances, rules, and regulations; where requirements differ among these various sources, the more stringent 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 insure lawful and safe use of the premises with twenty four (24) hour written notice or with out notice if an emergency exists.
- 9. <u>Subordination to Federal Funding and Emergency Requirements</u>. The 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.
- 10. <u>Compliance with Enforcement</u>. 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 noncompliance, City may take appropriate action to enforce compliance, may terminate this Lease, or seek judicial enforcement.
- 12. City's Reserved Rights. City specifically reserves the right:
  - a. To develop, improve or make any lawful use 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 all activities of Lessee in this regard;
  - 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;
  - 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;

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- e. To close the Airport or any of the facilities thereon for maintenance, improvement or safety or other public use; and
- f. To devote exclusive use of the Airport to emergency aircraft operations, including, but 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 A.M. on May 22, 2002, until 11:59 P.M. on May 21-2020. This Lease may be renewed for up to four (4), additional five (5) year terms for so long as the rent and other conditions of this Lease are faithfully adhered to, and subject to adjustment of rent prior to the commencement of each such term to meet the then current standards of the City. If Lessee determines that they wish to renew this Lease, it shall give notice of that fact during the last six months of the expiring term.
- 14. Rent. Rent shall be payable annually in advance on October 1 of each year, initially in the amount of \_\_10 cents per square foot for bare ground, presently \_\_11,331 square feet, plus \_\_20 cents for land covered by above-ground Leasehold Improvements, presently \_\_0 square feet; initially this sum totals \_\_\$1,131.10 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 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. Prior to or at the same time as issuance of a building permit, and annually thereafter, pro-rated rent for covered land shall be paid with respect to the land to be covered by above-ground Leasehold Improvements with respect to which the permit is issued.

The City of McCall will use the following formula to compute the calculation for each years 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 2001

= 173.1

Rent

= \$100.00

 $102.55 = 100.00 \times (173.1 / 168.8)$ 

- 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 construction 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 improvement on it.
- 16. <u>Utilities and Services</u>. Lessee shall order, obtain and pay for all utilities and services 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 those locations where sewer is not yet available, such charges shall nevertheless be paid both for hook-up and monthly, Lessee shall install a holding tank to Central District Health standards at Lessee's expense, City will provide for the pumping of such tank, Lessee will provide a stub out for subsequent connection to sewer, and City will provide physical sewer when and if available to the lot. 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. Lessee shall arrange for and 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. In the event the City elects to provide utilities or any other service to the Subject Property, Lessee agrees to pay for such services provided to said Subject Property, i.e., snow removal.

- 17. Construction. Installation, erection and construction of improvements 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 issues may be controlled by the City. Drawings must accurately depict and describe all improvements proposed. All construction on the airport will conform to the City's current Airport Master Plan as approved by the Federal Aviation Administration. All Drawings and Specifications must conform to the Building, Fire, and Fire Protection Codes and Regulations in effect in McCall, including but not limited to those set out in McCall City Code. No Drawings and Specifications shall be submitted for a building permit as required by 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 advise 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 twelve calendar months after execution of this Lease. Completion and occupancy of the structures must occur within twentyfour 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 or to extend the completion dates for construction.
- 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.
- Ownership of Tenant 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 if 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 damage resulting therefrom and leave the Subject Property in a clean and neat condition. If not earlier removed, Lessee shall remove all personal property within 30 days of the end of this 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. Ownership of Leasehold Improvements. In this Lease the term "Leasehold Improvements" means all buildings (including but not limited to hangars) and/or improvements, whether or nor

permanently attached or affixed to the Subject Property, including without limitation fixtures, which were placed and/or built and/or constructed on the Subject Property during the term of this Lease by the Lessee, or purchased 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 to sell any and all such Leasehold Improvements, subject to Lease limitations upon assignment of the Leasehold. Upon expiration or termination of this Lease or any renewal of it, Leasehold Improvements shall become the property of the City unless the Lessee nor more than 15 days after expiration or termination gives notice to City that Lessee intends to remove such Leasehold Improvements within 60 days of such termination, and in fact does so remove such Leasehold Improvements; such notice shall indicate whether Lessee intends to remove a building by demolition, and City may in the discretion of the Airport Manager elect to direct that the building and such fixtures in such building as are not removed for re-use elsewhere be left in place. 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.

- 21. Repairs. Lessee shall repair damage (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 30 days of the date any such damage is incurred. In the event that Lessee cannot reasonably repair such damage within 30 days, Lessee shall give notice to City of that fact and request in such notice an extension of the 30 days 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.
- 22. <u>Indemnity</u>. Lessee agrees to indemnity and hold harmless the City during the term of this Lease from any and all loses, 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. Lessee, by giving this indemnification, does not waive any defenses or rights whatsoever that Lessee has or may have under law against third parties and/or City. City shall give prompt notice to Lessee upon City's learning of any claim being made which is covered by this indemnity, and Lessee shall have the right to defend and/or compromise such to the extent of Lessee's interest.
- 23. Insurance. Lessee shall carry at all times during the term of this Lease:

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- (a) 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;
- (b) public liability insurance coverage for a total amount not less than \$500,000.00 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
- (c) public liability insurance on all aircraft owned, leased or controlled by Lessee with a Combined Single Limit for total amount of not less than \$1,000,000.

These minimum limits may be increased by State law or City ordinance during the term of this Lease or of 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."

- 24. <u>Termination by Lessor for Cause</u>. Should the Lessee fail to comply with any obligation in this Lease, City may terminate this Lease:
  - (a) in the case of a monetary default, namely a default in the payment of rent or other financial obligation, ten (10) days after the giving of notice of default, unless within such ten (10) days Lessee has cured such default; or
  - (b) in the case of a non-monetary default, thirty days after written notice to Lessee, unless within such thirty (30) days Lessee has cured such default, or if such default could not be reasonably corrected within such thirty (30) days, Lessee has taken all reasonable steps to begin the cure and thereafter diligently pursues and completes cure within a reasonable time.

and enter and reoccupy the Subject Property without further notice subject to Lessee's right to remove improvements a provided above. Lessee is not entitled to the return of prepaid rent under this Lease.

- 25. <u>Termination by Lessee for Cause</u>. This Lease may be terminated by Lessee without further cause upon or after the happening of any one or more of the following:
  - (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 State 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 on the Airport, for a period of more than -120 days. The use of the Airport by the United States Forest Service or the Boise Interagency Fire Center, or like agency, during fire season, shall not be considered such 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 us of the Airport for a period of more than 120 days. The use of the Airport by the United States Forest Service or the Boise Interagency Fire Center, or like agency, during fire season, shall not be considered 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.

- (f) Lessee shall give 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.
- 26. <u>Holding Over</u>. In the event Lessee holds over after the expiration of this Lease of any renewal of this Lease, such holding over shall be deemed to be a tenancy from month to month under the terms, conditions established by the Airport Manager, including but not limited to, an increase in the rental rate.
- 27. <u>Abandonment</u>. If Lessee abandons the Subject Property or is dispossessed by third parties by process of law or otherwise, the City may terminate this Lease; 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 30 days after such 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 therefor 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 therefor.
- 28. Right of First Refusal. Upon the expiration or termination 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 City advising of the proposed sale or transfer, and its terms; and City shall have sixty days following receipt of such notice to complete a purchase or receive a transfer upon the identical terms.
- 29. <u>Legal Proceedings</u>. 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 attorneys 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 City shall be entitled to such fees, if the prevailing party, notwithstanding the fact that the City Attorney is salaried. 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.
- 30. <u>Governing Law.</u> This Lease is governed by the law of Idaho, and Valley County, Idaho is the proper venue.
- 31. <u>Headings</u>. 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.
- 32. <u>Time of Essence</u>. Time is of the essence with respect to the obligation of the parties under this Lease.
- 33. 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, 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.

- No Waiver of Rights. The neglect of any party to enforce the rights, powers or remedies at any particular rimes 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 shall not constitute a waiver of the breach existing prior to the performance, unless so agreed in writing by the recipient of the performance.
- Solution 35. Force Majeure. Any prevention, delay or stoppage sue to strikes, lockouts, labor disputes. Acts of God, inability to obtain labor or materials or reasonable substitutes therefor, 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.
- 36. <u>Counterpart Execution</u>. 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 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.
- 37. <u>Burden and Benefit: Assignment.</u> This Lease shall bind and inure 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; that consent will, however, be conditioned upon an increase of rents to the then current City published lease rates for the Airport. In the case of partial assignment or partial sublet or rent of less than half of the interior space, the rent shall be only with respect to the interior space in question and related exterior space, unless such assignment, sublet to rent is in the discretion of the Airport Manager determined to be de minimis and counter-productive to the City for the city to calculate, record, and remember.
- 38. <u>Integration</u>. 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; <u>provided</u>, <u>however</u>, 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.
- 39. <u>Counsel and Interpretation</u>. 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.

Notice. Notices between the parties may be made by personal delivery or by United States mail, 40. 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:

To City: City Clerk

City of McCall 216 E. Park Street PO Box 986 McCall, ID 83638-0986 208/634-7142 208/634-3038 (facsimile) With a copy to:

Airport Manager City of McCall 216 E. Park Street PO Box 986 McCall, ID 83638-0986 208/634-1488 208/634-3038 (facsimile)

T- 1	
10	Lessee:

McCall Aviation, Inc 300 Deinhard Ln. P.O. Box 771 McCall, Id 83638 208-634-7137 208-634-3914

With a copy to:

Dated: May 21, 2002

CITY OF McCALL Valley County, Idaho

Mayor, Raiph Colton

Lessee,

State of Idaho

) ss.

County of Valley

PEN L. On this 21 of Men in the year 2000, before me, College C. Colz, notary public personally appeared Dancel R. Soft, known or identified to me to be the person president softs panels subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public for Idaho
Residing at : Cascade, Id.

Page 207 01273 ussion Expires: 6/10/2005

		My commis	ssion expires:		
State of Idaho	)				
	) ss.				
County of Valley	)	1			
Sean L All		or identified to me to	be the Mayor	rsonally app of the City of McCa	me, eared, II that
executed the said instr	ument, and acknowled	dged to me that such of	City of McCall e	executed the same.	
	•••	Notary Pub	flic for Idaho	ally	
A Least Street	A I here	My commis	ssion expires:	3/14/07	
EAN	and the same			/ ' ' /	
7.07					
A No.	42 1 1				
	<b>~</b> . }★\$				

# DROULARD LAND SURVEYING

JOEL W. DROULARD

EXHIBIT A

POST OFFICE BOX 69 McCALL, IDAHO 83638

TELEPHONE 208-634-7398 ◆ FACSIMILE 208-634-1051 .E-MAIL DROUJ@CTCWEB.NET

May 16, 2002

#### LEASE PROPERTY DESCRIPTION FOR FBO 1 FUEL FARM

A parcel of land situate in the NE¼ of the SW¼ of Section 16, T. 18 N., R. 3 E., B.M., City of McCall, Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the Center ¼ Corner of Section 16, T. 18 N., R. 3 E., B.M., City of McCall, Valley County, Idaho; thence, N. 89° 47' 44" W., 411.57 feet along the north boundary of said NE¼ SW¼; thence, S. 00° 12' 16" W., 123.52 feet to the north corner of FBO 1 as shown on that particular Record of Survey recorded as Instrument Number 202221 in the office of the Recorder of Valley County, Idaho; thence, S. 46° 31' 33" E., 208.71 feet; thence, S. 06° 12' 24" E., 128.04 feet; thence, S. 42° 49' 09" W., 32.57 feet to a ½ inch rebar, the REAL POINT OF BEGINNING:

Thence, S. 47° 10' 51" E., 50.76 feet to a 1/2 inch rebar,

Thence, S. 16° 20' 53" E., 19.25 feet to a 1/2 inch rebar,

Thence, S. 34° 41' 17" E., 24.91 feet to a 1/2 inch rebar,

Thence, S. 42° 21' 27" W., 135.61 feet,

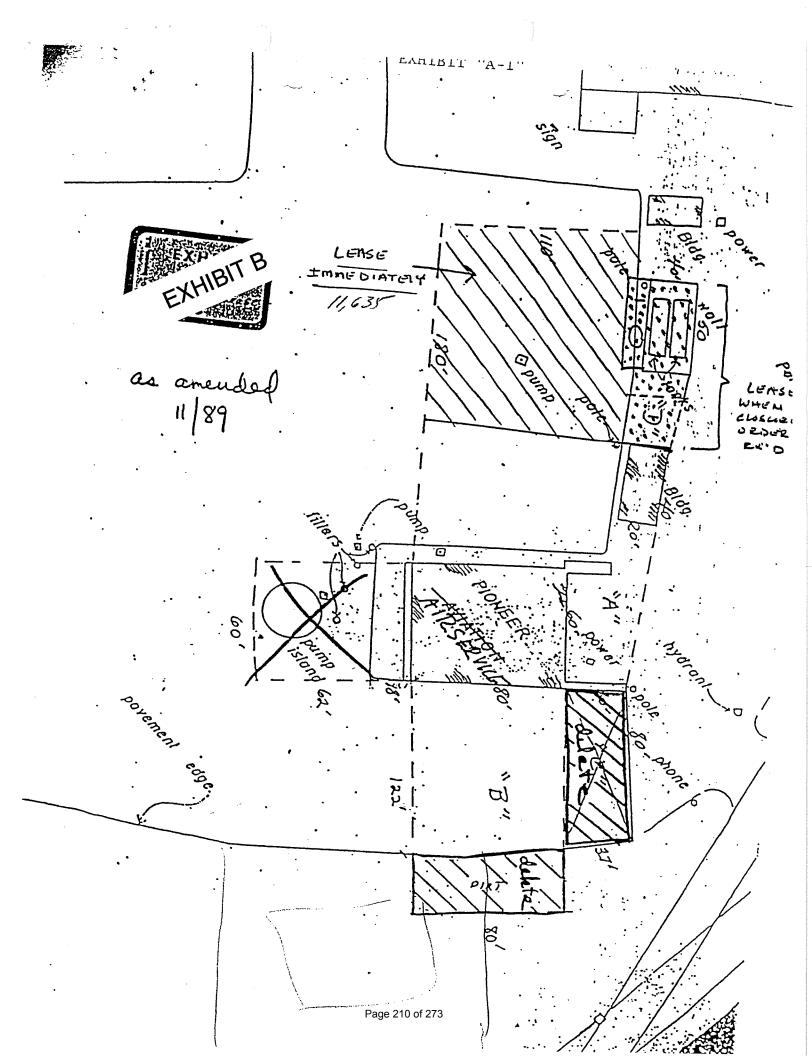
Thence, N. 46° 46' 58" W., 115.95 feet to a PK nail,

Thence, N. 42° 49' 09" E., 110.00 feet,

Thence, S. 47° 19' 44" E., 23.24 feet,

Thence, N. 42° 49' 09" E., 40.00 feet to the Point of Beginning, containing 0.368 acres, more or less.

Bearings based on the Record of Survey Plat filed as Instrument Number 202221 at Valley County, Idaho.



# **EXHIBIT D**

# MINIMUM STANDARDS FOR COMMERCIAL OPERATIONS AND PRIVATE USERS OF THE MC CALL MUNICIPAL AIRPORT MC CALL, IDAHO

#### PART I

#### INTRODUCTION AND DEFINITIONS

# SECTION 1: STATEMENT OF PURPOSE AND SCOPE

These minimum standards, together with the Federal Aviation Regulations as promulgated by the FAA and Airport Operation Procedures, govern all aeronautical activities at the McCall Municipal Airport.

Fixed base operators shall post these minimum standards in a prominent and accessible place for pilots to see. Additional copies may be obtained through the Airport Managers Office.

#### PART II

# APPLICATIONS FOR LEASES AND LICENSES

Requests for leases of ground and/or facilities on the Airport or for licenses or permits 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 and the City Council with recommendations. 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 these rules and regulations. The application shall be signed and submitted by an owner of the business, a partner, if a partnership, or an officer or director of a corporation.

Minimum Application Information The Airport Manager will not accept or take action on a request to lease land area or in any way permit the installation of a commercial activity until the proposed lessee, in writing, submits a proposal which sets forth the scope of operation they propose, including the following.

- The name and address of the applicant.
- The proposed land use, facility and/or activity sought.
- The names and the qualifications of the personnel to be involved in conducting such activity.

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- The name and address of the applicant.
- The proposed land use, facility and/or activity sought.
- The names and the qualifications of the personnel to be involved in conducting such activity.

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<u>Supporting Documents</u> If requested by the Airport Advisory Committee or 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.

- A financial statement including a balance sheet.
- Credit report authorization.
- An economic feasibility study.
- Authorization for release of information from such persons as the City and Airport personnel 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.

Review of Application Upon the consideration of the application, the Airport Manager and the City Council, with the recommendation of 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 factors will be considered.

- Qualifications If the applicant meets all of the qualifications, standards and requirements established by these rules and regulations and the rules and regulations established by the F.A.A.
- <u>Safety Hazard</u> If the applicant's proposed operations or construction will create a safety hazard on the Airport.
- Cost to the Airport If the granting of the application will require the City of McCall to spend Airport funds or to supply labor or materials in connection with the proposed operations to an extent which or at a time when the City of McCall is unwilling to enter into such arrangements; or the operation will result in a financial loss to the City of McCall.
- Availability If there is 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 or airport development or construction complies with the Master Plan?
- <u>Congestion</u> Will the development or use of the area requested by the applicant deprive existing users of portions of their operation area? Will it cause undue congestion of aircraft or buildings? Will it unduly interfere with the operations of any

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present user by interfering with aircraft traffic or preventing free access to any other facility?

- <u>Misrepresentation</u> Has the applicant interested in the business supplied the City of McCall or Airport Manager with any false information or misrepresented any material fact in the application or supporting documents? Has the applicant failed to make full disclosure on the application or supporting documents?
- <u>History of Violations</u> Has any party applying or having an interest in the applicant's business had a record of violating the rules and regulations of any other airport, Federal Aviation Administration Regulations or any other State or Federal statutes?
- <u>Prior Defaults</u> Has 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?
- <u>Poor Business Record</u> Has any party applying for or having an interest in the business had a business record indicative of unsatisfactory business practices?
- <u>Ecological Considerations</u> Will the operator comply with Environmental Protection Agency, Department of Environmental Quality, Valley County Health District and City of McCall Planning and Zoning requirements for the protection for the health, welfare and safety of the inhabitants of the City of McCall?
- <u>Performance Bond</u> The City Council may require the applicant post a performance bond.

Lease or Contract 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, shall cause to be prepared a suitable lease setting forth the terms and conditions of the land and/or the facility use. The lease shall be conditional upon or contain the following minimum conditions and assurances. The City Council may require such additional terms, conditions and assurances, as they deem necessary in a particular instance.

- The Lessee is in compliance with and will remain in compliance with the standards required for each activity.
- Any structure or facility to be constructed or placed upon the Airport shall be constructed in a manner to conform to all Federal, State and Local safety regulations to include Federal Aviation Administration regulations. All structures shall comply with Federal, State and Local requirements of 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 twenty-four 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 or to extend the completion dates for construction.

- All new construction, external modifications to existing building, and underground excavation will be coordinated with the Airport Advisory Committee and approved by all Federal, State and City agencies.
- The right shall be reserved by the City Council to modify or add to the Standards for Operations of Aeronautical Activities on the Airport. Any lease or agreement may be terminated or cancelled in the event of failure to comply with any modification or amendments to 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.
- Adequate assurance of performance of the lease by the lessee 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 adequate in its sole discretion.
- Proper insurance and hold harmless clauses in such amounts and under such conditions the City Council deem proper shall be incorporated in said lease.
- There shall be no assignment; transfer or sales of the lease or business permit without prior written consent of the City Council.

#### PART III

#### STANDARDS FOR SPECIFIC ACTIVITIES

In addition to meeting the requirements of Part II, Lease or Contract, every person conducting the following specific activities shall meet the additional requirements as hereinafter set out. No fixed base operator or other lessee or concessionaire 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) 150/5190-1A, Minimum Standards for Commercial Activities on Public Airports.

The fact that a party has received a permit or license to conduct a specific activity upon the Airport conveys no exclusive rights. The right to carry on business at the Airport is a privilege conveyed by the City Council and, subject to those rights set forth in the lease agreement and the license, may be granted concurrently to any other party. Furthermore, it is the policy to grant the right and privilege to carry on business at the Airport to all qualified persons who meet the requirements set forth.

It is the intent of this policy to promote fair competition at the McCall Municipal Airport and not to expose those who have undertaken to provide commodities and services to irresponsible competition. These rules and regulations adopt and enforce minimum standards to be met by those who propose 200 conduct a commercial aeronautical

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activity. These standards, by expressing minimum levels of service that must be offered, relate primarily to the public interest, but appropriate requirements, uniformly applied, discourage substandard enterprises, thereby protecting both established aeronautical activity and Airport patrons.

It is not the policy of the McCall Municipal Airport Management or the City Counsel to impose any 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, with the recommendation of the Airport Advisory Committee, if in the opinion of the City Council existing conditions justify such a waiver.

<u>Public Fuel, Oil Sales and Service</u> Persons conducting aviation fuel and oil sales or service to the public on the Airport shall be required to provide the following.

- Conveniently located waiting room, with 200 square feet, for passengers and airplane crews of itinerant aircraft together with sanitary restrooms and public telephones.
- All fuel must be dispensed through an approved filtration system in accordance with Federal, State and Local regulations.
- Shall provide for the adequate and sanitary handling and disposing, away from the Airport, of all trash, waste and other materials, including but not limited to, used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels and other containers will not be permitted within the leased premises.

<u>Private "self-fueling" of aircraft</u> In accordance with the Federal Aviation Act of 1958, aircraft owners may fuel their own aircraft, subject to the following standards.

- Storage of fuel by aircraft owners conducting fueling of their privately-owned aircraft must be in an approved container, meeting all applicable fire codes: federal, state and local laws.
- The individual conducting fueling operations is at all times responsible for preventing the spillage or immediate reporting and cleanup of spillage of fuels and other chemicals on airport surfaces.

<u>Aircraft Charter and Taxi Service</u> Persons conducting an aircraft charter and/or taxi service shall be required to provide the following.

• Passengers lounge, restroom, and telephone facilities with a minimum of 1000sqft.

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- Adequate table, desk or counter for checking in passengers, handling tickets or fare collection and handling luggage.
- Suitable, properly certified aircraft with properly certified and qualified operating crew.
- Adequate parking for customers and employees.

<u>Aircraft Engine, Airframe and Accessory Sales and Maintenance</u> All persons operating aircraft engine, airframe and accessory maintenance facilities to the public for hire shall provide the following.

- Proper equipment for repairing and inflating aircraft tires, servicing oleo struts, changing engine oil, washing aircraft and aircraft windows and windshields, or for recharging or energizing discharged aircraft batteries and starters.
- In case of airframe and/or engine repairs, sufficient hangar space to house any aircraft upon which such service is being performed.
- Suitable inside and outside storage space for aircraft awaiting repair or maintenance or delivery after repair and maintenance has been completed, other than major repairs or alterations of less than twenty-four (24) hours' duration.
- Adequate shop space to house the equipment and machine tools, jack lifts and testing equipment to perform overhauls as required for FAA certification and repair parts not needing replacement on all single engine and light multi-engine general aircraft.
- At least one FAA certified airframe and power plane mechanic available.
- Facilities for washing and cleaning aircraft if operator engages in said business.

<u>Aircraft Sales and/or Rental</u> Persons conducting an aircraft rental and sales activity shall provide the following.

- Office space for consummating sales and/or rentals and the keeping of proper records in connection therewith.
- Appropriate facilities for servicing and repairing the aircraft or satisfactory arrangements with other operators approved by the City Council for such service and repairs.

<u>Flight Training</u> All persons conducting flight-training activities shall provide the following.

- Adequate space for students with proper restroom and seating facilities.
- The continuing ability to meet certification requirements of the FAA to conduct the training proposed.

Flying Clubs Flying clubs shall have the following requirements.

- The club shall be a non-profit entity organized for the express purpose of providing its members with an aircraft or aircraft for their personal use and enjoyment only. The ownership of the aircraft must be vested in the name of the flying club (or owned ratably by all its members). The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and the replacement of its aircraft.
- Flying clubs may not offer or conduct charter, air taxi or rental of aircraft operations. They may not conduct aircraft flight instructions, except for regular members and only members of the flying club may operate the aircraft. No flying club shall permit its aircraft to be utilized for the giving of flight instruction to any person, including a member of the club owning the aircraft, when such person pays or becomes obligated to pay for such instruction, except when instruction is given by a lessee based on the Airport who provides flight training, or any qualified flight instructor approved by the club.
- All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such a club at any airport owned or controlled by the authority, except that said flying club may sell or exchange its capital equipment.
- The flying club, with its permit request, shall furnish the Airport Manager a copy of
  its charter, by-laws, articles of association, partnership agreement or other
  documents of the association. Supporting its existence, a list of members shall be
  provided with the names of the officers and directors and shall be revised on a semiannual basis.
- Evidence of liability insurance shall be provided in the form of a certificate of insurance. No less than one million dollars (\$1,000,000) combined single-limit or split limits equal to and not less than one million dollars (\$1,000,000) for each personal injury and property damage with respect to each occurrence.
- A flying club which violates any of the foregoing regulations or permits one or more member to do so will be required to terminate all operations at the airport controlled by the City of McCall.

### PART IV

### AIRPORT FEES

Fees at the Airport are set by resolution of the City Council. A copy of the current fee resolution is attached to these Rules and Minimum Standards. These fees may be changed by the City Council. To determine the status of any fee, it is advised that the interested party check with the Airport Manager or the City Clerk.

<u>Fuel Flowage Fee</u> All aircraft fuel delivered to the airport is subject to a fuel flowage fee. The fuel flowage fee is set by the City Council by resolution and is imposed on all aircraft fuel delivered to the McCall Municipal Airport. The fuel flowage fee shall be payable to the City of McCall on a quarterly basis. The Bill of Lading or other documents for the deliveries shall be provided to the Airport Manager every 30 days. This documentation is used as a means of tracking fuel sales and for auditing purposes. The gallons delivered must be properly documented, however, the cost of the fuel need not be provided.

Private "self-fueling" of aircraft - Storage of fuel by aircraft owners conducting fueling of their privately-owned aircraft must be in an approved container, meeting all applicable fire codes: federal, state and local laws. The individual conducting fueling operations is at all times responsible for preventing the spillage or immediate reporting and cleanup of spillage of fuels and other chemicals on airport surfaces.

### PART VI

### **USE OF HANGARS**

Hangars and open space along the flight line are reserved for aviation related uses. Hangars and open space along the flight line may be used for non-aviation uses only in accordance with the regulations set forth in this Part.

Aircraft owners and operators may store equipment incidental to aviation activities in hangars provided such storage shall be in compliance with the life and safety requirements of the Uniform Building Code and the Uniform Fire Code.

Hangar lessees may store personal property (i.e., personal vehicles, boats, trailers, snowmobiles, etc.) in leased hangars provided the primary aviation use of the hangar is, maintained and the life and safety requirements of the Uniform Building Code and the Uniform Fire Code are met.

No hangar owner or lessee shall allow or permit the storage of non-aviation-related property or equipment for a fee or for profit.

The Fire Marshal of the City of McCall shall be permitted to disallow either outside or hangar storage of any non-aviation related equipment or property when such equipment or property is deemed by the Fire Marshal to create a fire or life safety hazard.

Page 9

Heating units and heating equipment may be installed in hangars so long as such installation and maintenance is in accordance with the specifications for the heater or equipment installed and are in full compliance with the Uniform Building, Life, Safety, and Mechanical Codes.

### PART VII

### ADMINISTRATIVE POWERS OF THE AIRPORT MANAGER

The Airport Manager or their representative shall at all times have the authority to suspend or restrict any or all operations at any time he deems necessary for the safety of operations.

It shall be unlawful for any person to violate or refuse to obey any of the provisions hereof. Whenever permission is required from the City Council to perform some activity, such permission shall be in writing.

Any person operating or handling any aircraft or motor vehicle in violation of the provisions herein contained or refusing to comply with the rules and regulations set forth herein may be removed or ejected from the Airport, or may be temporarily deprived of the further use of the Airport and its facilities for such a length of time as may be deemed necessary to insure the safeguarding of the same and the public and its interest therein in addition to all other penalties herein provided.

### PART VII

### AMENDMENT AND EFFECTIVE DATE

The City Council, with the recommendation of the Airport Advisory Committee, may make such further rules and regulations as it shall deem necessary for the safe and equitable use of the Airport and its facilities. Such rules and regulations shall become effective following the adoption thereof unless the Airport Manager shall declare an emergency in connection therewith, in which case such rules and regulations shall go into effect at once upon adoption. All rules and regulations currently in effect at said airport shall be available for examination at the Airport Manager's Office.

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.

These Rules and Minimum Standards for the McCall Municipal Airport are adopted by the City Council this 12th day of August 1999, by Resolution 7-99.

KIRK EIMERS, MAYOR

ATTEST:

CITY CLERK

### MCCALL MUNICIPAL AIRPORT FIXED BASE OPERATOR LEASE

This Lease is made May 1st, 2001, by and between the City of McCall, and Idaho municipal corporation (called "City" the rest of this Lease) as Lessor, McCall Air Taxi, 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 legal description, Exhibit "A;" a drawing of the Subject Property, Exhibit "B;" Special Additional Terms, if any, Exhibit "C;" and *Resolution 00-05*, the City's current Airport lease rate resolution, Exhibit "D."

### 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 (all of which Airport is called "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 an enterprise fund, 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 both as one of the "front doors" of McCall and as a land use adjacent to another of those "front doors."

#### Agreements

- 4. <u>Lease.</u> City leases to Lessee, and Lessee leases from City, the property described on 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.
- 5. <u>Use of Subject Property</u>. The permitted primary uses of the Subject Property are those within FBO Type as defined in the McCall Airport Minimum Standards; Lessee shall meet and conform to such Minimum Standards applicable to such FBO Type, as well as to those Airport rules and regulations applicable to all Airport tenants, as such Minimum Standards, rules, and regulations may be amended from time to time by the City Council.
  - A. The placement of and plans for Leasehold Improvements are subject to approval as provided below under Construction, and Lessee shall obtain that approval before commencing any construction. Such construction and any use shall comply with this Lease, and with Titles 2, 3 and 6 of the *McCall City Code*, respecting building codes, zoning, and utilities, respectively.
  - B. Lessee shall keep and maintain the leased premises in a neat and orderly manner, including keeping grass cut and buildings painted 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 its occupancy on the Airport. Under no circumstances shall Lessee permit junk, debris, inoperable or unlicensed vehicles or equipment, or other unsightly material, to be on the Subject Property.
  - C. Fuels and other flammable materials shall not be stored in hangers, nor shall heating fuel lines be above ground.

- D. Words not defined in the Lease shall be given the meaning ordinarily applied to such words as used in the context of airport management and operations. In this Lease "Fixed Base Operator" (FBO) means any person, firm partnership or corporation who is a lessee on the Airport undertaking a business to perform any of the services to the public, aviators, or aircraft appurtenances, set out in the remaining subparagraphs of the paragraph 5.
- E. 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.
- F. Lessee shall not engage in any business or activity other than activities within the applicable FBO Type as set forth herein.
- G. 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 shall seek a Lease amendment from the City for permission to do so.
- H. Lessee shall provide its own buildings, personnel, equipment and other appurtenances or facilities necessary to carry out its obligations to authorized operations.
- I. Lessee shall determine its own fees, rates, and charges for services which shall be equally and fairly applied to all users of those services.
- J. Lessee shall maintain reasonable business hours, and shall provide adequate staff to carry out its obligations to the public.
- K. 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 under any FBO Type.
- L. 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 surplus of current services, and other as the City may specify.
- M. Lessee accepts the area of land leased as of sufficient size to accommodate all buildings, parking areas, snow storage area, and aircraft parking.
- 6. <u>Uses in Common</u>. Lessee shall have the nonexclusive right to use, in common with others, all Airport facilities and improvements of a public nature which are now, or may come to be provided, including, but not limited to, runways, taxiways, aprons, roadways, parking areas, and other common use facilities, provided such use is in accord with applicable law and regulations, for the takeoff, flying and landing of aircraft owned, leased, or rented by the Lessee, and its occasional invitees.
- 7. Parking. Automobiles may be parked inside the hangar while Lessee's aircraft is being operated, or at a parking area off of the aircraft ramps designated by the Airport Manager. No motor vehicles shall be parked in front of the hangar, or anywhere where aircraft may be or come to be operating. 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, or ticketed pursuant to the *McCall City Code*, or both.

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, or ticketed pursuant to the *McCall City Code*, or both.

- 8. Operations to be Lawful. Lessee and Lessee's improvements and use shall comply 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 any other directions of the Airport Manager identified in good faith by the Airport Manager as safety based, to the extent the same can be done without substantial expenditure, even if Lessee wishes to appeal such directions. An appeal of any such direction shall be filed in the form of notice to the City giving full particulars, and City shall respond in writing. Lessee shall comply with this Lease and all applicable other laws, ordinances, rules, and regulations; where requirements differ among these various sources, the more stringent shall be complied with; the interpretation of the Airport Manager in these regards made in good faith shall be conclusive.
- 9. Subordination to Federal Funding and Emergency Requirements. The 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.
- 10. <u>Compliance with Enforcement</u>. 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.
- 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 noncompliance, City may take appropriate action to enforce compliance, may terminate this Lease, or seek judicial enforcement.
- 12. City's Reserved Rights. City specifically reserves the right:
  - a. Further to develop or improve the Airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance by Lessee;
  - b. But not the obligation, to maintain and keep in repair the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.
  - 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.
  - 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

- e. To temporarily close the Airport or any of the facilities thereon for maintenance, improvement or safety of the public; and
- f. To temporarily devote exclusive use of the Airport to emergency aircraft operations, including, but not limited to, fire suppression activities and medevac operations.
- 13. Term. and Renewal. The initial term of this lease shall be for 20 years, commencing at 12:01 A.M. on May 1, 2001, until 11:59 P.M. on My 1, 2021. This Lease may be renewed for one or more, but not exceeding four, additional five year terms for so long as the rent and other conditions of this Lease are faithfully adhered to, and subject to adjustment of rent prior to the commencement of each such term to meet the then current standards of the City. If Lessee determines that it does wish to renew this Lease, it shall give notice of that fact during the last six months of the expiring term.
- 14. Rent. Rent shall be payable annually in advance on October 1 of each year, initially in the amount of .10 cents per square foot for bare ground, presently 11,331 square feet, plus .20 cents for land covered by above-ground Leasehold Improvements, presently 0 square feet; initially this sum totals \$ 1,131.10 per annum (See CPI below). The first year's rent is due and payable in advance upon execution of this lease pro-rated to October 1. City Council Resolution 00-05, as the same may be amended or replaced from time to time, governs rental rates and rate adjustments; the current version is attached as Exhibit D. The rent will be adjusted annually effective October 1 and according the percentage increase of the 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. Prior to or at the same time as issuance of a building permit, and annually thereafter, pro-rated rent for covered land shall be paid with respect to the land to be covered by above-ground Leasehold Improvements with respect to which the permit is issued.
- 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 construction 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 improvement on it.
- 16. <u>Utilities and Services</u>. Lessee shall order, obtain and pay for all utilities and services 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 those locations where sewer is not yet available, such charges shall nevertheless be paid both for hook-up and monthly, Lessee shall install a holding tank to Central District Health standards at Lessee's expense, City will provide for the pumping of such tank, Lessee will provide a stub out for subsequent connection to sewer, and City will provide physical sewer when and if available to the lot. 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. Lessee shall arrange for and 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.
- 17. <u>Construction</u>. Installation, erection and construction of improvements shall be at Lessee's sole cost and expense and according to Drawings and Specifications and Schedules submitted to and

- Construction. Installation, erection and construction of improvements shall be at Lessee's sole 17. 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 issues may be controlled by the City. Drawings must accurately depict and describe all improvements proposed. All construction on the airport will conform to the City's current Airport Master Plan as approved by the Federal Aviation Administration. All Drawings and Specifications must conform to the Building, Fire, and Fire Protection Codes and Regulations in effect in McCall, including but not limited to those set out in Title 2, McCall City Code. No Drawings and Specifications shall be submitted for a building permit as required by Title 2 of 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 advise 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 twelve calendar months after execution of this Lease. Completion and occupancy of the structures must occur within twenty-four 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 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 days after filing of such a lien, this Lease shall be in default and shall be subject to immediate termination by City.
- 19. Ownership of Tenant 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 if 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 damage resulting therefrom and leave the Subject Property in a clean and neat condition. If not earlier removed, Lessee shall remove all personal property within 30 days of the end of this 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 it sees fit.
- Ownership of Leasehold Improvements. In this Lease the term "Leasehold Improvements" means all buildings (including but not limited to hangars) and/or improvements, whether or nor permanently attached or affixed to the Subject Property, including without limitation fixtures, which were placed and/or built and/or constructed on the Subject Property during the term of this Lease by the Lessee, or purchased 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 as well as to sell any and all such Leasehold Improvements, subject however to this Lease's limitations upon assignment of the Leasehold. However, upon expiration or termination of this Lease or any renewal of it, Leasehold Improvements shall become the property of the City unless the Lessee nor more than 15 days after expiration or termination gives notice to City that Lessee intends to remove such Leasehold Improvements within 60 days of such termination, and in fact does so remove such Leasehold

Improvements; such notice shall indicate whether Lessee intends to remove a building by demolition, and City may in the discretion of the Airport Manager elect to direct that the building and such fixtures in such building as are not removed for re-use elsewhere be left in place for the use of the City. 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.

- 21. Repairs. Lessee shall repair damage (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 30 days of the date any such damage is incurred. In the event that Lessee cannot reasonably repair such damage within 30 days, Lessee shall give notice to City of that fact and request in such notice an extension of the 30 days 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.
- 22. <u>Indemnity</u>. Lessee agrees to indemnity and hold harmless the City during the term of this Lease from any and all loses, 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 Lessee's or their use of the Subject Property. Lessee, by giving this indemnification, does not waive any defenses or rights whatsoever that Lessee has or may have under law against third parties and/or City. City shall give prompt notice to Lessee upon City's learning of any claim being made which is covered by this indemnity, and Lessee shall have the right to defend and/or compromise such to the extent of Lessee's interest.
- 23. <u>Insurance</u>. Lessee shall carry at all times during the term of this Lease:
  - (a) 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;
  - (b) public liability insurance coverage for a total amount not less than \$500,000.00 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
  - (c) public liability insurance on all aircraft owned, leased or controlled by Lessee with a Combined Single Limit for total amount of not less than \$1,000,000.

These minimum limits may be increased by State law or City ordinance during the term of this Lease or of 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."

24. <u>Termination by Lessor for Cause</u>. Should the Lessee fail to comply with any obligation in this Lease, City may terminate this Lease:

- (a) in the case of a monetary default, namely a default in the payment of rent or other financial obligation, ten days after the giving of notice of default, unless within such ten days Lessee has cured such default; or
- (b) in the case of a non-monetary default, thirty days after written notice to Lessee, unless within such thirty days Lessee has cured such default, or if such default could not be reasonably corrected within such thirty days, Lessee has taken all reasonable steps to begin the cure and thereafter diligently pursues and completes cure within a reasonable time.

and enter and reoccupy the Subject Property without further notice subject to Lessee's right to remove improvements a provided above. Lessee is not entitled to the return of prepaid rent under this Lease.

- 25. <u>Termination by Lessee for Cause</u>. This Lease may be terminated by Lessee without further cause upon or after the happening of any one or more of the following:
  - (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 State 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 on the Airport, for a period of more than 90 days. The use of the Airport by the United States Forest Service or the Boise Interagency Fire Center, or like agency, during fire season fire suppression efforts, shall not be considered such 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 90 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 us of the Airport for a period of more than 90 days. The use of the Airport by the United States Forest Service or the Boise Interagency Fire Center, or like agency, during fire season fire suppression efforts, 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 30 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 30 days, failure within such 30 days to undertake reasonable steps to begin such cure or failure thereafter diligently to pursue the cure to completion within a reasonable time.
  - (f) Lessee shall give 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.
- 26. <u>Holding Over</u>. In the event Lessee holds over after the expiration of this Lease of any renewal of this Lease, such holding over shall be deemed to be a tenancy from month to month under the terms, conditions and covenants contained in this Lease.

- 27. <u>Abandonment</u>. If Lessee abandons the Subject Property or is dispossessed by third parties by process of law or otherwise, the City may terminate this Lease; 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 30 days after such 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 therefor 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 therefor.
- 28. Right of First Refusal. Upon the expiration or termination 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 City advising of the proposed sale or transfer, and its terms; and City shall have sixty days next following receipt of such notice to complete a purchase or receive a transfer upon the identical terms.
- 29. <u>Legal Proceedings</u>. 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 attorneys 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 City shall be entitled to such fees, if the prevailing party, notwithstanding the fact that the City Attorney is salaried. 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.
- 30. <u>Governing Law.</u> This Lease is governed by the law of Idaho, and Valley County, Idaho is the proper venue.
- 31. <u>Headings</u>. 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.
- 32. <u>Time of Essence</u>. Time is of the essence with respect to the obligation of the parties under this Lease.
- 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, 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.
- No Waiver of Rights. The neglect of any party to enforce the rights, powers or remedies at any particular rimes 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.

- Social Social Section And prevention, delay or stoppage sue to strikes, lockouts, labor disputes. Acts of God, inability to obtain labor or materials or reasonable substitutes therefor, 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.
- 36. <u>Counterpart Execution</u>. 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 considered fully executed. Each such counterpart shall be deemed to be an original instrument; and all such counterparts together shall constitute but one agreement.
- 37. <u>Burden and Benefit: Assignment</u>. This Lease shall bind and inure 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; that consent will, however, be conditioned upon an increase of rents to the then current City published lease rates for the Airport. In the case of partial assignment or partial sublet or rent of less than half of the interior space, the rent shall be only with respect to the interior space in question and related exterior space, unless such assignment, sublet to rent is in the discretion of the Airport Manager determined to be de minimis and counter-productive to the City for the city to calculate, record, and remember.
- 38. <u>Integration</u>. 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; <u>provided, however,</u> 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.
- 39. <u>Counsel and Interpretation</u>. 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.
- 40. <u>Notice</u>. 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:

City Clerk  City of McCall  216 E. Park Street  PO Box 986  McCall, ID 83638-0986  208/634-7142  208/634-3038 (facsimile)	City of McCall 216 E. Park Street PO Box 986 McCall, ID 83638-0986 208/634-7142 208/634-3038 (facsimile)
To Lessee:	With a copy to:
Dated:	CITY OF McCALL Valley County, Idaho
	By: Mayor, Allan Muller
ATTEST: City Clerk, Cathleen Koch	
	Lessee, Mike Dorris, President, McCall Air Taxi
	morecom
State of Idaho )	Lessee,
) ss. County of Valley )	
On this of, in the year 2003 notary public, personally appeared whose name is subscribed to the within instrument,	, before me,, known or identified to me to be the person and acknowledged to me that he executed the same.
	Notary Public for Idaho My commission expires:
State of Idaho ) ss.	
County of Valley )	
, nota	in the year 2001, before me, public, personally appeared,
executed the said instrument, and acknowledged to	tified to me to be the Mayor of the City of McCall that me that such City of McCall executed the same.
	Notary Public for Idaho
My commission expires:	

# MCCALL CITY COUNCIL AGENDA BILL

216 East Park Street McCall, ID 83638

Number Meeting Date AB 06-241

**December 14, 2006** 

AGENDA ITEM INFORMATION					
SUBJECT:	Approvals: Department/ Committee/Individual	Initials	Remarks (Originator/ Support)		
Amendment to current land lease between	Mayor / Council				
McCall Aviation, Inc., and the City of McCall	City Manager				
	Community Development				
	Treasurer		Support		
	Clerk				
	Police Department				
	Public Works				
	Golf Operations				
	Parks & Recreation				
COST IMPACT: Revenue increase for the first year of approximately \$7,606.00	Airport		Originator		
FUNDING SOURCE: N/A	Library				
	City Attorney				
TIMELINE: ASAP	Grant Coordinator				
	Other:				

### **SUMMARY STATEMENT:**

McCall Aviation is requesting an amendment to their existing lease for an expansion of 63,385 square feet. This additional land is necessary for a proposed commercial hangar of 120' x 120' with an attached 40' x 40' office wing and for the redesigned layout and paving of the parking lot. Please note attached documents.

The format of the attached application answers the requirements in the McCall Airport Minimum Standards.

This request was approved by the Airport Advisory Committee (AAC) during their regular meeting on the 9<sup>th</sup> of November, 2006. This project also has the consent of the planners of Mead & Hunt who are presently doing the airport master plan.

### **RECOMMENDED ACTION:**

Approve the request by McCall Aviation to expand their current leasehold.

	RECORD OF COUNCIL ACTION
Meeting Date	ACTION



McCall Municipal Airport 216 East Park St. McCall, Idaho 83638 208-634-1488

### **Assignment and Assumption of Lease**

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

### **Preamble:**

<u>Aviation Properties, LLC</u> (hereinafter ASSIGNOR) is the lessee of land owned by the City of McCall, Idaho, described in Exhibit "A", McCall Municipal Airport, McCall, Idaho.

Pursuant to an agreement ASSIGNOR has agreed to assign the lease to <u>Teton Leasing, LLC</u> (hereinafter ASSIGNEE). A copy of the lease has been given to ASSIGNEE who acknowledges that he/she/they/it is/are familiar with its terms and conditions and agrees to be bound thereby.

### **Lease Assignment and Assumption:**

Effective as of closing of this sale or transfer, ASSIGNOR assigns all rights, interest and obligations under the terms of the above described lease with the City of McCall, Idaho, to ASSIGNEE who assumes all rights, interest, and obligations accruing after such closing under the terms of the above described lease with the City of McCall, Idaho.

Provided, however, that in the event ASSIGNEE intends to sublease or carry on commercial business or commercial aeronautical activity, ASSIGNEE must apply to the Airport Manager for permission to do so and such application will be processed in accord with the Minimum Standards, described in Exhibit "D".

<b>Effective Date:</b>	
The effective date of this agreement is	

# SIGNATURES FOR THE ASSIGNOR AND ASSIGNEE ARE ON PAGE 2 OF 3

# SIGNATURES FOR THE CITY OF MCCALL ARE ON PAGE 3 OF 3

ASSIGNOR:	
Signed: Daniel R. Scott, Manag	ging Member, Aviation Properties, LLC
STATE OF IDAHO, ) : ss:	
County of Valley, )	
a Notary Public in and for said State, p	
IN WITNESS WHEREOF, I have here year in this certificate first above written	eunto set my hand and affixed my official seal, the day and en.
(SEAL)	Notary Public for Idaho My Commission Expires:
ASSIGNEE: Signed: Melvin Wagoner	
STATE OF IDAHO, )	
: ss: County of Valley, )	
Notary Public in and for said State, pe	
IN WITNESS WHEREOF, I have here year in this certificate first above written	eunto set my hand and affixed my official seal, the day and en.
(SEAL)	Notory Dublio for Idobe
	Notary Public for Idaho My Commission Expires:

City of McCall: Approved by:			
	Jackie Aymon, Mayo	r	
ATTEST:			
	BessieJo Wagner, Cit	ty Clerk	
STATE OF IDAHO,			
County of Valley,	: ss: )		
Public in and for said identified to me to be	I State, personally app the Mayor and City C In that executed the inst	eared <u>Jackie Aymon</u> and lerk of the City of McCal	, a Notary <u>BessieJo Wagner</u> known or l, ID, respectively, the Idaho ed to me that such municipal
IN WITNESS WHER year in this certificate		set my hand and affixed	my official seal, the day and
(SEAL)			
		Notary Public for Idaho My Commission Expire	

### DROULARD LAND SURVEYING

JOEL W. DROULARD Professional Land Surveyor

POST OFFICE BOX 69 McCALL, IDAHO 83638

TELEPHONE 208-634-7398 ♦ FACSIMILE 208-634-1051 E-MAIL DROUJ@FRONTIERNET.NET

December 21, 2006

### **LEASE PROPERTY DESCRIPTION FOR FBO 1**

3.054 ACRE PARCEL

A parcel of land situate in the NE¼ of the SW¼ of Section 16, T. 18 N., R. 3 E., B.M., City of McCall, Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the Center ¼ Corner of Section 16, T. 18 N., R. 3 E., B.M., City of McCall, Valley County, Idaho; thence, N. 89° 47' 44" W., 411.57 feet along the north boundary of said NE¼ SW¼; thence, S. 00° 12' 16" W., 52.83 feet to the south boundary of Deinhard Lane, the REAL POINT OF BEGINNING:

Thence, S. 89° 47' 44" E., 37.32 feet,

Thence, S. 16° 46' 11" E., 23.18 feet,

Thence, S. 89° 47' 44" E., 33.00 feet,

Thence, S. 57° 01' 36" E., 109.00 feet,

Thence, S. 16° 46' 11" E., 247.78 feet,

Thence, S. 73° 13' 49" W., 78,22 feet.

Thence, S. 42° 49' 09" W., 72.57 feet.

Thence, N. 47° 19' 44" W., 23.24 feet,

Thence, S. 42° 49' 09" W., 51.91 feet.

Thence. N. 47° 19' 44" W., 75.82 feet,

Thence, N. 46° 31' 33" W., 166.42 feet.

Thence, S. 43° 28' 27" W., 116.07 feet,

Thence, N. 68° 59' 00" W., 22.55 feet,

Thence, N. 00° 11' 34" E., 328.14 feet to the south boundary of Deinhard Lane,

Thence, S. 89° 47' 44" E., 212.97 feet to the Point of Beginning, containing 3.054 acres, more or less.

Bearings based on the Record of Survey Plat filed as Instrument Number 202221 at Valley County, Idaho.



# McCALL CITY COUNCIL AGENDA BILL

216 East Park Street McCall, Idaho 83638

Number AB 18-228

Meeting Date September 27, 2018

	AGENDA ITEM INFORMATION					
SUBJECT:		Department Approvals	Initials	Originator		
				or Supporter		
Request to Add	opt Resolution 18-19 for	Mayor / Council				
_	Equipment Lease-Purchase	City Manager	ABS			
	Agreement and a Non-Appropriation Addendum					
for FY2019-2023 for a loader with Western States		Treasurer				
		Community Development				
		Police Department				
		Public Works	NTS	Originator		
		Golf Course				
COST IMPACT:	\$26,333 (annually)	Parks and Recreation				
FUNDING	Streets Department	Airport				
SOURCE:	1	Library				
TIMELINE:	FY19 – FY23	Information Systems				
		Grant Coordinator				

### **SUMMARY STATEMENT:**

The Streets Department 5-year lease for one (1) Caterpillar M950 loader is set to expire on October 15, 2018 when that equipment will be returned to CAT. Public Works Department, working with Western States and Caterpillar Financial Services has prepared new lease documentation for FY19 – FY23 that 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.

Also included with this Agenda Bill is Resolution 18-19 which allows the City to enter into a multi-year lease that includes a "Non-Appropriation" provision. All contracts/agreements are being reviewed by legal counsel prior to securing signatures.

Approval of this new lease documentation will allow for the City to return the existing loader at the same time the new loader is delivered.

The Lease, Non-Appropriation Addendum, and Resolution are attached.

### **RECOMMENDED ACTION:**

Adopt Resolution 18-19 authorizing the Mayor to enter into, on behalf of the City of McCall, a "Governmental Equipment Lease-Purchase Agreement" and a "Non-Appropriation Addendum", and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION				
<b>MEETING DATE</b>	ACTION			



#### 1. PARTIES

LESSOR ("we", "us", or "our"): CATERPILLAR FINANCIAL SERVICES CORPORATION 2120 West End Avenue Nashville, TN 37203 LESSEE ("you" or "your"): CITY OF MCCALL 216 EAST PARK STREET MCCALL, ID 83638

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 4.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you
(1) New 950M Caterpillar Wheel Loader	J1S00877	\$26,330.00	\$185,000.00	

#### 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 Corporation; PO 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 4.75% 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.
- 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 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.
- 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		メ Signature			
Name (print)		Name (print)			
Title		⊀ Title			
Date		∀ Date			

Form No. GOVLEASEID

## $\mathsf{Form}\,8038\text{-}G$

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

(Rev. September 2011)

Department of the Treasury Internal Revenue Service

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Pa	Reporting Authority			If Amended Re	eturn, check he	ere 🕨 🔲
1	Issuer's name			2 Issuer's emple	oyer identification	number (EIN)
3a	Name of person (other than issuer) with whom the IRS may communicate	te about this return (see ins	structions)	3b Telephone nur	mber of other perso	n shown on 3a
4	Number and street (or P.O. box if mail is not delivered to street address	)	Room/suite	5 Report number	er (For IRS Use On	
6	City, town, or post office, state, and ZIP code			7 Date of issue		
8	Name of issue			9 CUSIP number	er	
10a	Name and title of officer or other employee of the issuer whom the IRS instructions)	may call for more informati	on (see	10b Telephone nu employee sho		other
Pai	Type of Issue (enter the issue price). See t	the instructions and a	attach sch	edule.		
11	Education				11	
12	Health and hospital				12	
13	Transportation				13	
14	Public safety				14	
15	Environment (including sewage bonds)				15	
16	Housing				16	
17	Utilities				17	
18	Other, Describe				18	
19	If obligations are TANs or RANs, check only box 19a			🕨 🗌	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	
	If obligations are BANs, check only box 19b					
20	If obligations are in the form of a lease or installment s					
Par	Description of Obligations. Complete for t	he entire issue for	which thi		iled.	
	(a) Final maturity date (b) Issue price	(c) Stated redemption price at maturity	on	(d) Weighted average maturity	(e) Yie	eld 
21	\$	\$		years	<u> </u>	<u>%</u>
Par	t IV Uses of Proceeds of Bond Issue (including	ng underwriters' d	iscount)			
22	Proceeds used for accrued interest				22	
23	Issue price of entire issue (enter amount from line 21,	column (b))			23	
24	Proceeds used for bond issuance costs (including under	writers' discount)				
25	Proceeds used for credit enhancement					
26	Proceeds allocated to reasonably required reserve or	replacement fund .	26			
27	Proceeds used to currently refund prior issues		27			
28	Proceeds used to advance refund prior issues		28			
29					29	
30	Nonrefunding proceeds of the issue (subtract line 29 f				30	
Pa	tV Description of Refunded Bonds. Complete					
31	Enter the remaining weighted average maturity of the					years
32	Enter the remaining weighted average maturity of the			▶	•	years
33	Enter the last date on which the refunded bonds will be	oe called (MM/DD/YY	YY)	▶		
34	Enter the date(s) the refunded bonds were issued $\triangleright$ (N	MM/DD/YYYY)				
For	Paperwork Reduction Act Notice, see separate instru	ıctions.		Cat. No. 63773S	Form <b>8038-G</b>	(Rev. 9-2011)

Form 80	38-G (Rev	v. 9-2011)				Page <b>2</b>
Part	VI N	1iscellaneous				
35	Enter tl	he amount of the state volume cap a	Illocated to the issue under section	on 141(b)(5)	35	
36a		he amount of gross proceeds investe				
	' ''	•			36a	
b		he final maturity date of the GIC 🏲				
С	Enter th	he name of the GIC provider ►				
37	Pooled	financings: Enter the amount of the	e proceeds of this issue that are t	o be used to make loans		
		er governmental units			37	
38a	If this is	ssue is a loan made from the procee	ds of another tax-exempt issue,	check box 🕨 🔲 and ent	er the following inf	ormation:
b	Enter th	he date of the master pool obligation	1 <b>-</b>			
С	Enter t	he EIN of the issuer of the master po	ool obligation ▶		events the same	
d		he name of the issuer of the master				. —
39		ssuer has designated the issue under				
40		ssuer has elected to pay a penalty in				
41a		ssuer has identified a hedge, check h		g information:		
b		of hedge provider ►				
С	Type o	of hedge ►				
d		of hedge ►				
42	If the is	ssuer has superintegrated the hedge	, check box			.▶. □
43	If the	issuer has established written prod	cedures to ensure that all nonc	qualified bonds of this i	issue are remedia	ated
		ling to the requirements under the Co				
44		ssuer has established written proced				
45a		e portion of the proceeds was used t				
_		nbursement				
b	Enter t	he date the official intent was adopte	ed ►			
		T				
Signa	turo	Under penalties of perjury, I declare that I had and belief, they are true, correct, and complete	ve examined this return and accompanying	g schedules and statements, an RS's disclosure of the issuer's re	d to the best of my kno eturn information, as ne	wledge cessary to
and	ituie	process this return, to the person that I have		to a discissario of the location of the	itani in on in	
Cons	ont			<b>L</b>		
CUIIS	CIIL	Signature of issuer's authorized represent	tative Date	Type or print name a	and title	
		Print/Type preparer's name	Preparer's signature	Date	PTIN	
Paid		]			eck if   ' ''' f-employed	
Prep		Firm's name	1	Firm's EIN		
Use	Only	THIII S HAIRE		PI	* -	

Firm's address ▶

Form **8038-G** (Rev. 9-2011)

Phone no.



City Of McCall 216 E Park St McCall Idaho 83638

Dear Valued Customer,

Please accept this letter as a guarantee for purchase of your Caterpillar Model 950M
Serial Number J1S00877 . This guarantee is made in conjunction with the Governmental Failsafe
Warranty. We agree to purchase this unit from you at the end of the 5 year for the amount of
\$185,000 based on a maximum of 3,000 S.M.U.'s. If the time period or service meter unit limits are
exceeded the above machine will be appraised to determine a new value.

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. a. Have tires in safe and operable condition with a minimum of (40%) of wear remaining tread life and all of the same style (no recaps).

OR

- b. 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;
- 4. Have no cracked or broken glass;
- 5. Have no missing sheet metal and any damage to sheet metal;
- 6. Have no structural damage to frame.
- Have met the full requirement of the warranty procedures, including scheduled oil sampling at the prescribed intervals.
- 8. 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 thirty (30) days written notice if you choose to exercise this guarantee and transfer title of the above-described equipment to Western States Equipment Company.

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

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

Sincerely,		
Kelly Olson	Authorized Signature	***************************************
Vice President, Finance	Addition Edd Signature	
Dyke Jones Used Equipment Manager		

### **CUSTOMER INFORMATION VERIFICATION**

Purchase Order # for new contract: \_

(Required Document)



In our efforts to continue providing timely customer service, we need your assistance confirming the following information. If any information is incorrect or missing, please note the necessary changes below and return this form with your signed documents. In addition, please review the Data Privacy Notice stated below. Thank you in advance for your cooperation.

Current Information on f	llo.	Please make corrections here
<u>.</u>		r lease make corrections here
Customer Name:	CITY OF MCCALL	
Physical Address:	216 EAST PARK STREET	
	MCCALL, ID 83638	
Mailing Address:	216 EAST PARK STREET	· · · · · · · · · · · · · · · · · · ·
	MCCALL, ID 83638	
Equipment Location:	216 EAST PARK STREET	
	MCCALL, ID 83638, VALLEY	
Business Phone:	(208)634-3458	
E-mail Address:	PBORNER@MCCALL.ID.US	
Accounts Payable Conta Name and Phone:	ct	
Tax Information		· · · · · · · · · · · · · · · · · · ·
Sales Tax Rate:	0	
(Please note: Sales Tax	Rate, includes all applicable State, County, and City sal	es tax)
City Limits	Asset outside the City Limits? Yes No_	<del>-</del>
Tax Exemption Status		
Please indicate if you are	tax exempt.	
*A Tax Exemption Certificexemption certificate to	icate is required for all tax exempt customers. If you be returned with your documents.	ı are tax exempt - please enclose a current tax
Electronic Copy Available	Upon Funding	
If you would like an electro	onic copy of your contract, please provide a valid email	address below (one letter per line).
The information above ha	s been reviewed and is accurate to the best of my kno	wledge with exception of any corrections as noted.
☐ ALL CONT	ges apply to ALL of your contracts, OR for this cont RACTS RACT ONLY	ract ONLY?
THE ABOVE INFORMAT	ION HAS BEEN REVIEWED AND IS ACCURATE TO AS NOTED.	
		Customer Initials
Data Privacy Notice:	Caterpillar Inc. or any of its subsidiaries or affiliates, inc "Caterpillar"), you are agreeing that the information may be	n with your credit application. By providing your information to cluding Caterpillar Financial Services Corporation (collectively be shared among Caterpillar and its partners and dealers, and ers and to improve or market Caterpillar products and services. contact the Data Privacy Coordinator at 615-341-8222.





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88	~	••		1-	Π

LESSOR (we):

LESSEE (you):

CATERPILLAR FINANCIAL SERVICES CORPORATION 2120 West End Avenue

CITY OF MCCALL 216 EAST PARK STREET

Nashville	e, TN 37203-0001	MCCALL, ID 8	3638	
Subject: Ir	nsurance Coverage Requirements	St. Publication		
1. The above Number 3546	e-named Lessor and Lessee have entered into Gover 6104 (the "Agreement"). In accordance with the Agre	nmental Equipment Le ement, Lessee has ins	ease-Purchase Agree structed the insurance	ment Transaction agent named below:
Company:		· 		
Address:				
Phone No:		***************************************		•
	e:			
to issue:				
Long Form L	nysical Damage Insurance on the Equipment (as defi oss Payable Clause naming the Lessor and/or its As	signee, as loss payee.	evidenced by a Certi	ficate of Insurance and
b. Public Liab	e Required: the aggregate purchase price for the Eq pility Insurance evidenced by a Certificate of Insuran rum of \$1,000,000 per occurrence is required.		and/or its Assignee a	s Additional Insured,
2. Proof of in	surance coverage will be provided to Lessor or its A	ssignee prior to the tim	e the Equipment is de	elivered to Lessee.
Model #	Equipment Description	Serial #	VIN#	Value Including Tax
1. 950M	Caterpillar Wheel Loader	J1S00877		\$266,630.00
	·			
SIGNATU	RES			
LESSEE				
CITY OF MC	CCALL			
Signature				
Name (print)				•
Title	· .			
Date				
				· ·



6021932 08/15/2018 11:36 AM CT

1. PARTIES



LESSOR	we):	LESSEE (you):		
CATERPIL	LAR FINANCIAL SERVICES CORPORATI	ON CITY OF MCCA	LL	
2. PAYME	NT SCHEDULE			
	Payment Dates	Payment Numbers	Payment Amounts Due	·
-	A10 100 100 100 100	1 - 5 FINAL PAYMENT OF	\$26,330.00 \$185,000.00	
- 4				
SIGNATUR	RES			
LESSOR	CATERPILLAR FINANCIAL SERVICES CORPORATION	LESSEE	CITY OF MCCALL	
Signature				
Name (print)		√ Name (print)		A CONTRACTOR OF THE PROPERTY O
Title		y Title		
Date		) Date		· ·
			•	





Meridian 500 E Overland Rd Meridian, ID 83642 208.888.2287

SOLD TO:

City Of Mccall 216 E Park St McCall, ID 83638-3832 SHIP TO:

Job Site 815 S Samson Trl McCall, ID 83638-5137

## **SALES AGREEMENT**

AGREEMENT: Q000095155-4 AGREEMENT DATE: 8/14/2018 AGREEMENT EXPIRES: 5/31/2018 WAREHOUSE: Meridian Machine Sales

**CUSTOMER NO.: 5684800** 

**CUSTOMER PO:** 

SALESMAN: Chad A Allen

Chad.Allen@wseco.com

	The state of the s
ITEM DESCRIPTION	PRICE

2018 Caterpillar 950M Wheel Loader S/N: J1S00877 SMU: 7 hrs ID:E0032990

\$266,630.00

- Caterpillar 114" GP BKT 4.50YD3 (QC) 950-962 M/K S/N: Z1A21535 ID: E0034035
- Delivery Freight
- New Warranty 60 mo 3,000 hrs GEM (Failsafe)

Notes	Before Tax Balance	\$266,630.00
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$266,630.00
Western States Equipment	City Of Mccall	
Order Received by	Approved and Accepted by	
Title Regional Sales Manager Date		oate

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.

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### SALES AGREEMENT

NO.: Q000095155-4

#### **EQUIPMENT DETAILS**

5161417 BUCKET-GP, 115" 4.50YD3 0P4108 WORKTOOL'S LITERATURE 3495246 QUICK COUPLER, FUSION 3650112 AIR INLET STANDARD, RAIN CAP 3669912 HYDRAULIC OIL, STANDARD 3717064 ANTIFREEZE, -34C (-29F) 3733911 STARTING, COLD (120V) 3788421 LINES GP-IMPLEMENT 3V (QC) 3847009 STEERING, WHEEL HMU 4340693 PRODUCT LINK, SATELLITE PLE631 4656576 SOUND SUPPRESSION, STANDARD 4957493 LUBRICATION, MANUAL, STD/LOG 5020339 JOYSTICK W/FNR, 3V 5051528 CAB, DELUXE 5063495 REGIONAL PACKAGE, AM-N 0P3940 PROTECTION, CYLINDER ROD 0P3978 FUEL ANTIFREEZE, -45C (-50F) 0P3380 INSTRUCTIONS, ENGLISH 0P9002 LANE 2 ORDER

4642600 950M WHEEL LOADER 3360000 HOOD, NON-METALLIC 3649808 COOLING CORES, 6 FPI 3669908 AXLES, AUTO DIFF F/R, ED 3679027 GUARD, POWERTRAIN 3733900 QUICK COUPLER READY, STD LIFT 3734052 TIRES, 23.5R25 MX XHA2 \* L3 3847005 AUTO DIFF, HMU 3930072 COUNTERWEIGHT, 1460KG 4646672 FENDERS, BASIC + 4862311 LIGHTS, HALOGEN 5002566 HYDRAULICS, 3V RC, STD/LOGGER 5036412 FAN, STANDARD 5051552 LINKAGE, STANDARD LIFT 5120858 STANDARD PACKAGE 0P1939 ANTIFREEZE WINDSHIELD WASHER 0P2918 STORAGE PROTECTION 0P6619 ROLL ON-ROLL OFF

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### **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 WESCO'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.

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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, stature, 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.

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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 indentical 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 CO	
); By:	Ву:
X Print Name:	Print Name:
% Title:	Title: Regional Sales Manager
y Date:	Date:

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# 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			OWNER	PHONE
City Of Mccall				
OWNER ADDRESS, CITY and	d ZIP CODE			
216 E Park St McCall, ID 836	38-3832			
EXTENDED WARRANTY CO	VERAGE			
New Warranty - 60 mo 3,000	hrs & GEM (Failsafe)			
MODEL	PRODUCT DESCRIPTION	HOUR METER	SERIAL NUMBER	DELIVERY DATE
950M	950M Wheel Loader	7	J1S00877	
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) \( \noting{\mathcal{E}} \)				
OWNER/LESSEE SIGNATURE			/ 3	DATE:
The owner and product identifueen paid.	ied above meet all requireme	ents for the coverage request	ed and the applicable charg	je for extended coverage has
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	PURCHASER NAME	DATE MACHINE SOL	D DATES INSPECTION	N COMPLETED & APPROVED
☐ COMMERCIAL	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
☐ FORESTRY	TRANSFER HOUR METER		DEALER CONFIRMA	ATION
☐ WASTE	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMA	ATION
☐ GOVERNMENTAL			:	
□ AG				

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 otherproducts, 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 Cateroillar 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, filers, 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: I) 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, ubject 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 AXLÉS. 7) FINAL DRIVÉS. 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. I1) 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: I) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPLERS 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 CYLINDÉRS: 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 I2-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.

Form #SVC15-0 8/05/2011

- **B.** ITEMS NOT COVERED: Western States Equipment is not responsible for the following: I) 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 æ 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. 1 0) All costs (includ
- 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         Lewiston, ID       800-842-2225       Pasco, W.         Meridian, ID       800-852-2287       Spokane,         Pocatello, ID       800-832-2287       Hayden, II         Twin Falls, ID       800-258-1009         Kalispell, MT       800-635-7794         Missoula, MT       800-548-1512         LaGrande, OR       800-963-3101	A 800-633-2287 WA 800-541-1234
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- 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: I) 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: I) 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 CONTRACTPROVIDERUNDERTHIS MACHINE SERVICE CONTRACTARE GUARANTEED UNDER A
  SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON
  ANY CLAIM WITHTN 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 OBLIGATTED 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 HOLDEWOWNERS 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 INSURBR: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 I 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 Reco	rd Comprobante	e Del Servic	io de Entrega				
DLR. CODE	MODEL	MACHINE SERIAL NO.		HOURS	DELIVERY	DATE	ENGINE SERIAL NO.	
COD. DISTRIB.	MODELO	N/S MAQUINA		HORAS	FECHA DE E	NTREGA	N/S MOTOR	
H510	950M	J1S00877		7	*			
ATTACHMENT		KET, DOZER, RIPPER, WINCH, CAB, ISMISSION, BOOM, STICK, ETC.	AC	CESORIOS INSTALAD	OS: CUCHARON, CABINA, TRA	HOJA, DESGA	RRADOR. MALACATE, IMA, BRAZO, ETC,	
Mfr. & Model or Fabricante y Mo 114" GP BKT	Part No, odelo o N/P 4.50YD3 (QC) 950-9	Mfr. & Model or Part No, Fabricante y Modelo o N/P	, A	ffr. & Model or Part No abricante y Modelo o N	, l/P	Mfr. & Model Fabricante y	or Part No, Modelo o N/P	
Serial No. Z1A	21535	Serial No. N/S		erial No. I/S		Serial No. N/S		
Customer Name (F	ustomer Name (Please Print) ombre del Cliente (con letra de imprenta) City Of Mccall							
Dirección postal co	216 E	Park St McCall, ID 83638-38	32					
						Country cals	USA	
-		hine has been completed, ir a máquina se ha completad	•	_	, ,		•	
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2. Maintena Se entreg	ance Guide delivered with n gó con la máquina la Guia	nachine and maintenance service, fluid levels ar de Conservación y se explicó al usuario el servi	nd adjustments explair cio de conservación, a	ied to user, justes y nivel de fluidos	4. All is Se is (No.	tems on Delivery C hizo todo lo indicad . de Foma 01-0853	checklist have been completed, to en el Comprobante de Entrega 114-03).	
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At dealership			At delive	ry area with custo	mer (owner, or	perator):		
Make sure all programs (PIP) Make sure all ni All decals are in All attachments Install shipping/	are installed/available. service lock pins in fire sup	re are available. pression	☐ Explain ☐ Explain ☐ Show ic Lubrication a ☐ Explain	Parts Book. all warning labels on machi cation of all serial numbers nd Maintenance. Maintenance Guide.	ne, on machine.			
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máquina.

## **Non-Appropriation Addendum**

Lessee/Renter/Customer: City of	Purchase-Lease Agreement
McCall, Idaho	Dated:
Lessor: Caterpillar Financial Services	Lease, rental or contract
Corporation	application#:3546104

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").

<u>Introduction</u>: 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. <u>Incorporation and Effect.</u> 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.** <u>Definitions.</u> 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. <u>Non-Appropriation of Funds</u>. 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.

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.** <u>Indemnification</u>. 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.
- **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. To the extent that the Lease contains a limitation of remedies clause restricting remedies available to the City, such limitation shall be subject to Article 8, Section 4, of the Idaho Constitution.
- 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.** <u>Insurance</u>. 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. The City shall name the Lessor as a loss payee on the insurance coverage for the leased personal property. City shall have no obligation to add the Lessor as an additional named insured because the City's insurer prohibits such addition.
- 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 fully and adequately compensate counsel for the additional requested opinions and the liability thereby assumed.
- **12.** Governing Law and Forum. 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, and any proceedings related to the lease will be adjudicated in state or federal court in Idaho.
- **13.** <u>Miscellaneous</u>. 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				this	Lease
Lessee: City of McCall, Idaho					
Oity of McCail, Idano					
Ву					
Jackie Aymon, Mayor					
Attest:					
BessieJo Wagner, City Cl	erk				
Lessor:					
Caterpillar Financial Services Co	orporation				
Ву					
Name/Title					



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-PURCHASE AGREEMENT" AND A "NON-APPROPRIATION ADDENDUM" BETWEEN THE CITY OF McCALL AND CATERPILLAR FINANCIAL SERVICES CORPORATION, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of McCall:

WHEREAS, the City of McCall is authorized and has the power to lease personal property as provided for in Idaho Code Section 50-301; and

WHEREAS, it is in the best interests of the City of McCall to enter into a lease with Caterpillar Financial Services Corporation, a Tennessee corporation, denoted as "GOVERNMENTAL EQUIPMENT LEASE-PURCHASE AGREEMENT" and "NON-APPROPRIATION ADDENDUM", for the reasons and authority for which are as set forth in the two Agreements.

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

Section 1. Findings

The City Council of the City of McCall finds:

- 1.1 The Mayor and Clerk are hereby authorized to enter into and on behalf of the City of McCall, that certain Agreement with Caterpillar Financial Services Corporation, entitled "GOVERNMENTAL EQUIPMENT LEASE-PURCHASE AGREEMENT" and "NON-APPROPRIATION ADDENDUM", and to bind this City to its terms and conditions.
- 1.2 That the terms of the leases substantially inform are just and equitable, and said leases are hereby approved.
- 1.3 The City of McCall Clerk is directed to file this Resolution forthwith in the official records of this City of McCall.
- 1.4 This resolution shall be in full force and effect from the date of its passage.

PASSED by the City Council of the City of Mc	Call this day of September, 2018.
	Signed:
	Jackie J. Aymon, Mayor
ATTEST:	
I certify that the above resolution was duly ado	pted by the City Council of the City of McCall on
September 27, 2018 by the following vote:	Ayes:
	Noes:
	Absent:
By:	
BessieJo Wagner, City Clerk	

# McCALL CITY COUNCIL AGENDA BILL

216 East Park Street McCall, Idaho 83638

Number AB 18-239

Meeting Date September 27, 2018

AGENDA ITEM INFORMATION					
SUBJECT:		Department Approvals	Initials	Originator or Supporter	
Request to App	prove Resolution 18-20 Water	Mayor / Council			
	lorine Generation System: Sole	City Manager	ABS		
Source Certification - ClorTec®	Clerk				
	Treasurer				
		Community Development			
		Police Department			
		Public Works	AMS	Originator	
		Golf Course			
COST IMPACT:	~\$134,000	Parks and Recreation			
FUNDING	Water Treatment Fund	Airport			
SOURCE:		Library			
TIMELINE:	FY2019	Information Systems			
		Grant Coordinator		-	

#### **SUMMARY STATEMENT:**

The Water Treatment Facility's chlorine generation system is an essential component of the treatment process providing disinfection solution needed to treat and deliver safe, high quality potable water to the City. The existing system is 20+ years old, beyond its useful life and is scheduled for replacement in FY19.

The current system is manufactured by De Nora Water Technologies Texas, LLC under the ClorTec® brand. De Nora is one of only a few chlorine generation system manufacturers available. However, given the unique design of the water treatment plant, staff has determined it is essential that Clortec® be the replacement system, because: it is compatible with the mechanical and electrical configuration of the facility; adequate support and installation service is provided; and it is the most cost-effective alternative.

Idaho Statute IC 67-2808.2(III) allows for public agencies to solely source equipment, "where *compatibility* of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration." Staff has confirmed with legal counsel that that a sole source certification is required prior to purchasing the new ClorTec® system.

Included with this agenda bill is Resolution 18-20 that formalizes the City's sole source for water treatment facility chlorine generation systems. Once approved, this resolution will be publicly noticed for two weeks.

### **RECOMMENDED ACTION:**

Approve Resolution 18-20 declaring De Nora Water Technologies Texas, LLC and ClorTec® as City's sole source for the Water Treatment Facility's chlorine generation system, and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION						
<b>MEETING DATE</b>	MEETING DATE ACTION					



A RESOLUTION OF THE CITY OF MCCALL, IDAHO, DECLARING SOLE SOURCE PROCUREMENT FOR THE REPLACEMENT OF THE WATER TREATMENT FACILITY'S CHLORINE GENERATION SYSTEM.

WHEREAS, the City of McCall owns and maintains a system for the treatment and transmission of potable water to its residents; and

WHEREAS, the City has analyzed the existing Water Treatment Facility including the chlorine generation system and related improvements; and

WHEREAS, the existing chlorine generation system at the water treatment plant is a ClorTec® system manufactured by De Nora Water Technologies Texas, LLC; and

WHEREAS, the City has analyzed the various systems available from other manufacturers of chlorine generation systems; and

WHEREAS, treatment staff have determined that the compatibility of equipment, components, accessories, computer software, replacement parts or service is a paramount consideration for replacing the chlorine generation system; and

WHEREAS, De Nora Water Technologies Texas, LLC and ClorTec® is the only available manufacturer, brand and service provider for ClorTec® chlorine generation systems; and

WHEREAS, good cause exists to use only ClorTec® components manufactured by De Nora Technologies Texas, LLC; and

WHEREAS, during FY19 the City will replace the existing ClorTec® chlorine generation system with a new system.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of McCall, Valley County, Idaho, as follows:

<u>Section 1</u>: McCall City Council finds: compatibility of equipment, components, accessories, replacement parts and service is the paramount consideration for selecting the manufacturer of chlorine generation systems for replacement of the existing equipment at the Water Treatment Facility.

Page 1 of 2

<u>Section 2:</u> Pursuant to Idaho Code 67-2808(2) because of the paramount consideration set forth in Section 1, there is only one vendor and brand, De Nora Water Technologies Texas, LLC, and ClorTec® for the personal property consisting of the chlorine generation system.

<u>Section 3</u>: The City clerk shall cause a notice of sole source procurement to be published in the official newspaper of the City.

<u>Section 4</u>: The contract to procure the new chlorine generation system may be awarded fourteen (14) days following publication of the notice of sole source procurement, but not before.

<u>Section 5</u>: This Resolution shall take effect and be in force from and after its passage and approval.

Passed and approved this \_\_\_\_\_ day of September, 2018.

	CITY OF MCCALL Valley County, Idaho
	Jackie A. Aymon, Mayor
ATTEST:	
BessieJo Wagner, City Clerk	_

## McCALL CITY COUNCIL AGENDA BILL

216 East Park Street McCall, Idaho 83638

Number AB 18-246

Meeting Date September 27, 2018

AGENDA ITEM INFORMATION					
SUBJECT:  Request to Approve Letter to Governor Otter		Department Approvals	Initials	Originator or Supporter	
		Mayor / Council			
requesting Ida	ho Department of Lands	City Manager	ABS	Originator	
_	_ *	Clerk	1100		
reconsiaeratio	reconsideration of Lick Creek Road Cell Tower				
Site Location		Community Development			
		Police Department			
		Public Works			
		Golf Course			
COST IMPACT:	N/A	Parks and Recreation			
<b>FUNDING</b>	N/A	Airport			
SOURCE:		Library			
TIMELINE:	September 28, 2018	Information Systems			
	_	Grant Coordinator			

#### **SUMMARY STATEMENT:**

In response to public testimony received at the September 13, 2018 Council meeting expressing concern about the placement of a cell tower on the Idaho Department of Lands (IDL) land in close proximity to single family homes on Lick Creek Road without public notice or adherence to setbacks that would otherwise apply, the Council asked staff to prepare a letter for the Mayor's signature echoing those concerns and requesting that the Governor have the Idaho Department of Lands reconsider the placement of the tower to conform to the setbacks that would normally be applicable.

A letter is being drafted and will be a provided at the Council meeting.

### **RECOMMENDED ACTION:**

Approve the letter to Governor Otter regarding the Idaho Department of Lands Lick Creek Road cell tower site location setbacks, and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION				
<b>MEETING DATE</b>	MEETING DATE   ACTION			
9/13/18	Requested letter to be drafted.			

## McCALL CITY COUNCIL AGENDA BILL

216 East Park Street McCall, Idaho 83638

Number AB 18-242

Meeting Date September 27, 2018

AGENDA ITEM INFORMATION					
SUBJECT:		Department Approvals	Initials	Originator or Supporter	
Request to App	prove the Purchase and Sale	Mayor / Council			
Agreement for	Real Property known as Assessor's	City Manager	ABS	Originator	
Parcel RPM00000177975		Clerk			
		Treasurer	£5	Supporter	
		Community Development			
		Police Department			
		Public Works			
		Golf Course			
COST IMPACT:	\$3,182 plus closing costs	Parks and Recreation			
<b>FUNDING</b>		Airport			
SOURCE:		Library			
TIMELINE:	Documents to be signed by September 28,	Information Systems			
	2018	Grant Coordinator			

#### **SUMMARY STATEMENT:**

This parcel is a piece of Deinhard Lane right-of-way that was previously purchased by Idaho Transportation Department in 2003 on behalf of the City. The warranty deed for the transaction was not recorded and the parcel was subsequently foreclosed upon by the county assessor for delinquent taxes. Mr. Cory Walker legally purchased the parcel at "tax deed sale" from the County. Upon discovering it was not suitable as a buildable lot, Mr. Walker offered to sell the parcel to the City for the amount he paid to the County (\$3,182) plus closing costs. Obtaining the parcel through other means such as a filing a Quiet Title action or Prescriptive Easement action would be more expensive and time consuming than accepting Mr. Walker's offer.

The Purchase Agreement is attached.

#### **RECOMMENDED ACTION:**

Approve the Purchase and Sale of Agreement from Mr. Cory Walker for real property known as Assessor's parcel RPM00000177975 for \$3182.00 plus closing costs, and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION		
<b>MEETING DATE</b>	ACTION	
July 26, 2018	Council approved the City Manager's recommendation to proceed with negotiations with Mr. Walker.	

## REAL ESTATE SALE AND PURCHASE AGREEMENT

entered into this _28th day ofSeptember, 2018, by and betweenCory Walker,
hereinafter collectively referred to as "Seller," and THE CITY OF McCALL, IDAHO, hereinafter referred to as "Buyer."
In consideration of the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:
1. THE PROPERTY: Seller agrees to sell to Buyer on performance of all of the agreements and covenants of Buyer at the time and in the manner hereinafter specified, and convey or cause to be conveyed by the legal owner or owners thereof by good and sufficient Warranty Deed, free of all liens and encumbrances excepting any that may have attached by reason of any act, deed or omission of said Buyer, and excepting any lien to which this Agreement is expressly made subject, the following described real property in Valley County, Idaho, to-wit:
See <u>Exhibit A</u> attached hereto and, by this reference, incorporated herein as if set forth in full, and including all mineral rights located thereon or appurtenant thereto (hereinafter the "Property" or the "premises").
2. <b>PURCHASE PRICE FOR PROPERTY; PAYMENT:</b> The total purchase price for the Property, is \$3,182.00, which amount shall be paid to Seller in cash at Closing.
3. <b>NO WARRANTIES:</b> Buyer accepts the Property in the condition the same are now in. There are no verbal or implied promises, agreements, stipulations, representations or warranties of any character whatsoever, except those set forth in writing in this agreement, and Buyer in entering into this agreement is relying wholly upon Buyer's own inspection and judgment. Buyer agrees that Buyer has ascertained, from sources other than Seller, the applicable zoning, building, housing and other regulatory ordinances and laws and that Buyer accepts the Property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the Property, and Seller has made no representations with respect.
4. POSSESSION AND CLOSING; TAXES AND ASSESSMENTS; CLOSING COSTS: The Seller shall deliver and surrender possession of the Property to Buyer at the closing of this transaction which shall take place at the offices of First American Title Company, 616 North 3rd Street, Suite 101, McCall, ID 83638 on or before the15th day ofOctober, 2018 (the "Closing" or "date of closing"). All taxes and water assessments on the Property, including delinquent taxes and assessments, shall be paid by the Buyer in addition to the purchase price. The Buyer shall pay the premium for an owner's standard title insurance policy in addition to

the purchase price. All closing costs including the Closing Agent's fee, all recording fees and all other fees necessitated by the closing will be paid by Buyer in addition to the purchase price.

5. CONVEYANCE OF TITLE: On Closing, Seller shall execute and deliver to Buyer a Warranty Deed conveying good and marketable title to Buyer in the Property free and clear of any defects or encumbrances except for those restrictions and easements of record approved by Buyer, and those other encumbrances or defects approved by Buyer.

#### 9. TITLE INSURANCE COMMITMENT AND TITLE:

- 9.1. Within five days after the execution of this Agreement, Buyer shall obtain and a preliminary commitment for title insurance (the "Commitment"), including copies of all exceptions referred to therein, issued by the Closing Agent, committing to insure the Buyer's interest in the Property in the amount of the purchase price.
- 9.2. Buyer shall have ten days after receipt of the Commitment within which to approve or disapprove the Commitment. If Buyer disapproves of any exceptions to title set forth in the Commitment, Buyer shall notify Seller within the ten day time period.
- 9.3. Seller shall have until Closing to obtain the removal of any exceptions to title disapproved of by Buyer and Seller reserves the right to remove any exceptions to title out of those funds deposited into escrow at Closing.
- 9.4. If Seller does not obtain the removal of the disapproved exceptions within the period provided above, Buyer must either (i) terminate this Agreement and neither party shall have any further rights or obligations under this Agreement, except as to those conditions which survive this Agreement; (ii) deduct the cost of removing such exceptions from the purchase price; or (iii) waive the removal of the disapproved exceptions from title and close the transaction in accordance with this Agreement.
- 9.5. If any exceptions to title arise prior to Closing which have not previously been disclosed to Buyer, Seller shall cause the same to be removed prior to Closing and failure by Seller to do so shall be a default hereunder and entitle Buyer to all of the remedies provided herein for a default of this Agreement.
- 10. **RISK OF LOSS; INSURANCE:** Risk of loss or damage to the Property shall be borne by Seller until the Closing date. In the event of material loss of or damage to the Property prior to Closing, Seller shall not be obligated to restore the Property nor pay damages to Buyer by reason of such loss or damage, and Buyer may terminate this Agreement by giving notice of such termination to Seller, and such termination shall be effective thereafter. Provided, however, that Buyer may elect to purchase the Property in the condition existing on Closing, and at Closing, Seller shall assign to Buyer all the proceeds of any policy of insurance carried by or for the benefit of Seller covering any loss or damage of Property.

- 11. **CONTINGENCIES:** This Agreement and the sale and purchase contemplated hereby are specifically contingent upon the following:
  - 11.1. Seller has good and marketable title to the Property;
- 11.2. Neither the Property nor the sale thereof violates any applicable statute ordinance or regulation, nor court order or any governmental authority or agency, pertaining to the Property or the use, occupancy or condition thereof. The Property is not subject to any federal, state, or local ordinances, regulations or administrative authority that would otherwise limit its use for the purposes intended by Buyer;
  - 11.3. That there are no material (patent or latent) defects in the Property.

If any of the above contingencies have not been met by the Closing of this transaction, Buyer may, at Buyer's option, waive the contingency not met or Buyer may terminate this Agreement.

- 12. Seller's Representations. As of the date of Closing on the Property Seller represents as follows:
- 12.1. No Leases currently cover the Property and Buyer will be entitled to possession of the Property at Closing;
- 13. **DEFAULT:** Time is of the essence of this Agreement. If either party defaults hereunder, the aggrieved party may seek specific performance of this Agreement, damages or rescission, and any other remedies available to them in law or equity.
- 14. **ATTORNEY'S FEES:** In any suit, action or appeal therefrom, to enforce this Agreement or any term or provision hereof, or to interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorney's fees.
- 15. **GENERAL:** This is the entire agreement of Buyer and Seller with respect to the matters covered hereby. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers hereunder must be in writing. This Agreement shall be governed by Idaho law. This Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. There shall be no assignment of this Agreement without the prior, written consent of Seller.
- 16. ADDITIONAL INSTRUMENTS AND ASSISTANCE: Each party hereto shall from time to time execute and deliver such further instruments, provide additional information and render such further assistance as the other party or its counsel may reasonably request in order to complete and/or perfect the transactions described or contemplated herein.

- 17. SURVIVAL: The terms, covenants, representations and warranties in this Agreement shall not merge in the deed(s) of conveyance or the termination of this Agreement.
- 18. **REPRESENTATION:** This Agreement is prepared by the attorney representing the Buyer. The parties acknowledge, declare and agree that the terms of this Agreement have been read by them and, in Seller's case reviewed with legal counsel or Seller has had the opportunity to review this Agreement with legal counsel and has waived Seller's right to do so, and the terms are fully understood and voluntarily accepted by Seller. Seller acknowledges that Seller has received no legal or tax advice from Buyer's attorney and is not relying upon Buyer's attorney for any legal or tax advice. Seller has independently sought the advice of a tax specialist, or has waived Seller's right to do so regarding any tax ramifications which may be created by Seller's execution of this Agreement.
- 19. **LEGAL FEES AND COSTS:** Each party to this Agreement shall bear their own attorney fees and costs incurred in this matter.
- 20. **EXPIRATION OF AGREEMENT:** This Agreement shall be null and void if not executed by the Parties hereto on or before \_September 28\_\_, 2018, unless otherwise agreed in writing.

SELLER:	BUYER: THE CITY OF McCALL, IDAHO
CoayWalker 9-11-18	
<del></del>	Mayor
	Attest:
	City Clerk

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## **Upcoming Meetings Schedule**

## September 24, 2018 – 5:30 pm - 6:00 Legion Hall – Special Work Session

1. AIP 0023-025 Grant Acceptance (Jay)

## September 28, 2018 – 9:00 am -11:00 Legion Hall – Special Work Session

2. AAC Work Session with Council TTF (Jay)

## October 11, 2018 - 5:30 pm, Legion Hall – Regular Council Meeting

- 1. Monthly Department Reports)/Committee Minutes
- 2. Chamber Report
- 3. CUP-18-10 207 N. 3<sup>rd</sup> St. Stor-It Expansion (Morgan)
- 4. Fee Resolution Recreation Convenience Fee
- 5. Library Building Committee Construction Discussion (Meg)
- 6. Amended Parking Code Discussion (Justin)
- 7. IRON Network Agreement (Dave/IT)
- 8. Fire Prevention Week Proclamation (Shay)
- 9. Arts and Humanities Month Proclamation (Shay)

10.

## October 25, 2018 - 5:30 pm, Legion Hall – Regular Council Meeting

- 1. Work Session: 3rd Council workshop on ownership and maintenance of Sidewalks policy (1 Hour)
- 2. Treasurers Monthly Report (Linda) Consent
- 3. McCall Redevelopment Agency Annual Report (Michelle)
- 4. PUBLIC HEARING: Request to approve submittal of Community Development Block Grant for Downtown Revitalization (Delta)
- 5. Request to approve submittal of LHTAC LHRIP grant application for Park Street (Delta)
- 6. EAC Report on Recycling (Michelle)
- 7. Contract for Chlortech System (Nathan)
- 8. Historical Museum & St Luke's City Lease (Nathan)
- 9. Historical Museum Snow Management Agreement (Nathan)
- 10. Golf Equipment Lease (Eric)
- 11. Office of Highway Safety Grant & ITD Grants (Dallas)

*12*.

## October 26, 2018 – 9:00 am -11:00 Legion Hall – Special Work Session

1. Land Use training – work session with P&Z Commission(Michelle)

## November 8, 2018 - 5:30 pm, Legion Hall – Regular Council Meeting

- 1. Monthly Department Reports)/Committee Minutes
- 2. Chamber Report
- 3. Parks & Rec Campus Relocation Discussion (Kurt)
- 4. Request to approval submittal of LHTAC Strategic Initiatives grant application for downtown Phase 1B (Delta)

## November 29, 2018 - 5:30 pm, Legion Hall – Regular Council Meeting

- 1. Work Session: City Campus Planning (Michelle)
- 2. Treasurers Monthly Report (Linda) Consent

3. Historic Preservation Commission Annual Report (Michelle, John P)

November 30, 2018 – 9:00 am -11:00 Legion Hall – Special Work Session 1.

## Only one Regular Meeting and a Work Session Meeting for the month of December

December 13, 2018 - 5:30 pm, Legion Hall – Regular Council Meeting

- 1. Monthly Department Reports/Committee Minutes
- 2. Chamber Report
- 3. Treasurers Monthly Report (Linda) Consent
- 4. Environmental Advisory Committee Annual Report (Kurt, Tara)
- 5. Request to approve submittal of Idaho Humanities Council grant for Library (Delta)
- 6. Resolution to pay bills (Linda)

December 14, 2018 – 9:00 am -11:00 Legion Hall – Special Work Session 1.

#### To be Scheduled:

- 1. MCC Title 6 Re-write (Nathan Stewart)
- 2. Public Hearing Public Works Fee Schedule Changes
- 3. Records Retention Policy update (BessieJo)
- 4. Investment Policy update
- 5. Continuous Billing Code Amendment First Touch (Linda)
- 6. City Campus Facilities Timeline
- 7. SPF Contract
- 8. Library Bond (Meg)
- 9. July 4<sup>th</sup> Agreement Extension (Justin)
- 10. Bear Basin / Meadows Road Maintenance Presentation (Nathan)
- 11. Speed limit
- 12. Boat Trailer
- 13. Parking on Bike Lane Policies
- 14. PUBLIC HEARING: 2018 All Hazard Mitigation Plan Goals and Strategies (Anette/Justin)