



**City of McCall
City Council**

**AGENDA
Regular Meeting
October 25, 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 – June 28, 2018 (ACTION ITEM)
2. Payroll Report for period ending – October 5, 2018 (ACTION ITEM)
3. Clerk Report (ACTION ITEM)
4. Warrant Register – GL (ACTION ITEM)
5. Warrant Register – Vendor (ACTION ITEM)
6. AB 18-279 Treasurer's Monthly Report (ACTION ITEM)
7. AB 18-270 Request to Approve a New Lease for Hangar 214 (ACTION ITEM)
8. AB 18-266 Request to Approve a New Lease for Hangar 535 (ACTION ITEM)
9. AB 18-260 Request to Waive FY19 Terrorism Insurance (ACTION ITEM)
10. AB 18-261 Request to Adopt Resolution 18-23: Designating Signatories on the City of McCall's Bank Accounts (ACTION ITEM)
11. AB 18-267 Request to Approve a new FY19 Hach® Service Partnership Contract (ACTION ITEM)
12. AB 18-273 Request for Approval of a Shred-it Agreement Addendum for the Police Department (ACTION ITEM)
13. AB 18-275 Request for Approval the Purchase of a new ClorTec® Chlorine Generation Machine for the Water Treatment Plant (ACTION ITEM)

WORK SESSION

AB 18-278 Bear Basin and Meadows Road Maintenance Discussion (ACTION ITEM)

PUBLIC HEARING

AB 18-262 Request for approval to submit an Idaho Community Development Block Grant application for downtown street lighting (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 18-277 Request for Confirmation of the Information Systems Manager
Appointment: Chris Curtin (ACTION ITEM)

AB 18-263 McCall Redevelopment Agency (MRA) Annual Report for the Urban
Renewal District

AB 18-264 Environmental Advisory Committee (EAC) Report on Recycling

AB 18-268 Request to Approve Conditional Use Permit CUP-18-11 for 201 Rio Vista
Blvd. Bed and Breakfast (ACTION ITEM)

AB 18-269 Appeal of Planning and Zoning Commission Decision: ROS-18-19 Lot 8
Reserve on Payette (ACTION ITEM)

AB 18-265 Request for approval to submit a Local Rural Highway Investment Program
(LRHIP) Grant Application for E. Park Street Reconstruction (ACTION ITEM)

AB 18-276 Request to Approve Master Services Agreement between City of McCall
and the Idaho Regional Optical Network, Inc. (“IRON”), an Idaho nonprofit
corporation. (ACTION ITEM)

AB 18-271 Request to Approve Grant Agreement from Idaho Division of Aeronautics and
Adoption of Resolution 18-22 for TXWY Land and Legal PH 1 (ACTION ITEM)

AB 18-280 Request for Approval of T-O Agreement for Professional Services to
relocate Parallel Taxiway “A” at the McCall Municipal Airport (ACTION ITEM)

AB 18-272 Police Department Traffic Control Update

AB 18-274 Request the Approval of two Agreements with Airbnb, INC. to Register
with the City of McCall to Collect and Remit Local Option Taxes for Short-Term
Rentals Booked Through their Platform (ACTION ITEM)

Review the Upcoming Meetings Schedule (ACTION ITEM)

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
June 28, 2018**

Call to Order and Roll Call
Pledge of Allegiance
Approve the Agenda
Consent Agenda
Work Session
Public Hearing
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 5:33 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; BessieJo Wagner, City Clerk; Erin Greaves, Communications Manager; Linda Stokes, City Treasurer; Michelle Groenevelt, Community Development Director; Morgan Bessaw, City Planner; Tara Woods, Recreation Supervisor; Jay Scherer, Airport Manager; Justin Williams, Police Chief

Also in attendance: Mark Thorien, Airport Advisory Committee; Sadie Noah, McCall Improvement Committee; Phil Kushlan, Kushlan Associates

Mayor Aymon led the audience in the Pledge of Allegiance.

APPROVE THE AGENDA

Council Member Nielsen moved to approve the agenda as revised on June 26th to add to the consent agenda AB 18-172 Request to Approve the Assumption of the Lease for Hangar 542. Council Member Sowers 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. Council Special Minutes – April 17, 2018
2. Council Special Minutes – May 30, 2018
3. Payroll Report for period ending – June 15, 2018
4. Clerk Report
5. Warrant Register – GL
6. Warrant Register – Vendor
7. **AB 18-170 Request acceptance of the Treasurer’s Monthly Report as Required by IC 50-208:** Treasurer’s report of accounts and activity of office during the month of May, 2018 regarding care, management, or disposition of moneys, property, or business of the City.
8. **AB 18-168 Request to Approve the Chamber of Commerce July 4, 2018 Fireworks Display Permit:** The McCall Area Chamber of Commerce is submitting a request for a firework display permit. They have executed an agreement with Garden State Fireworks, Inc. for conducting a firework display over Payette Lake.
9. **AB 18-165 Request to Proclaim July 14, 2018 as Humanitarian Wood Work Day:** Dave Holland in conjunction with the Heartland Hunger and Resource Center, has worked with churches and other community organizations to create a humanitarian project of obtaining firewood for those in need. The three groups of individuals designated for assistance are; **1) widows and single women with children; 2) the aged and infirmed, and 3) those injured and not capable of getting wood themselves.** Mr. Holland is requesting that the City declare, by proclamation, the second Saturday in July of each year as the **“Humanitarian Wood Work Day”**. This year that day is July 14, 2018. In prior years, over 200 volunteers participated in cutting, splitting and delivering hundreds of cords of wood. Since the first Wood Work Day over 900 cords of firewood have been delivered to over 175 families in need. The plan is to start at 8:00 a.m. on Saturday, July 14, 2018. No one under the age of 18 will be permitted to use a chainsaw. The primary sawyers will be volunteers from the Forest Service Firefighters. The goal is to have the wood cut into rounds the week prior to reduce the need for additional sawyers. Also, volunteering is the McCall Fire District who is providing EMT services for the activities. Enough wood has already been purchased and is in McCall already for this year’s event.
10. **AB 18-163 Request to Approve the Proclamation that July 2018 as McCall in Bloom Month:** The McCall Improvement Committee (MIC) has been sponsoring the McCall in Bloom community beautification program each year since 2010. Over 100 local residents, businesses, non-profits and institutions have participated in that time. The beautification efforts have enhanced the built environment and have increased aesthetics and community pride. The MIC wishes to promote the McCall in Bloom program and is requesting the City Council designate July 2018 as McCall in Bloom Month.
11. **AB 18-162 Request to Adopt Resolution 18-13 Formally approving the new rates for Lakeshore Disposal:** At the June 14, 2018 City Council Meeting, the Council approved the amendment to Exhibit A of the Lakeshore Disposal Agreement for Solid Waste Collection and Disposal Services Rate Schedule for a 2.5% rate increase. Resolution 18-13 formalizes the action of the Council to approve the rate increase for solid waste collection by Lakeshore Disposal. Pursuant to Section 8B of the City’s Exclusive Agreement with Lakeshore Disposal to collect and dispose of solid waste in the City of McCall, Lakeshore Disposal has requested an inflationary increase to the rate schedule included as Exhibit A in the agreement. Per the agreement, the proposed rate increase is determined as the annual average change of the

Consumer Price Index – All Items for the State of Idaho for the most recent 12-month period. According to the Idaho Department of Labor the average CPI change for the period of April 2017 through April 2018 was 2.5%.

12. **AB 18-172 Request to Approve the Assumption of the Lease for Hangar 542**: This lease assumption was previously approved at the May 24, 2018 Council meeting. Upon review of the signature page Mr. Vosburgh requested that Cynthia Bosburgh be removed from the lease, additionally as the LLC is not registered in Idaho, a personal guaranty was required on the lease. The corrected version was distributed to the Council in the Council packet. The owner of Hangar 542, Tim Starkman is in the process of selling to 9g Enterprises, LLC represented by Robert Vosburgh, managing member. 9g Enterprises, LLC is seeking to assume the lease for the hangar. The purchaser has been provided with a copy of the current lease, current Airport Rules and Regulations, and Airport Minimum Standards. The annual lease rate increases from \$0.283/sq ft to \$.30/sq ft for a 1512 sq. ft. leasehold (\$453.60). This hangar transaction is not required to be approved by the Airport Advisory Committee. The City Clerk will record the document, and keep a copy for the City's records. We have requested a \$200 transaction fee as a part of this process.

Council Member Holmes moved to approve the Consent Agenda as submitted. 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.

WORK SESSION

AB 18-160 Airport Triangle Development Discussion

Airport Manager Jay Scherer presented the Airport Triangle Development Discussion. Airport staff is working to develop additional leaseholds in the "triangle" area of the airport. On June 14, 2018 additional information was presented to Council. Council requested information on previous leases paid in advance, assurances that an advance payment carries no other City obligations, and legal interpretation of funding mechanisms. Airport Manager Scherer gave a brief history of Hangar 102 to assist the Council in understanding how a prepaid lease looks. Staff and the Council discussed lease processes.

Mayor Aymon asked the Council if they would be willing to follow this process for development of the Triangle. There were some questions as to what might be gained and what might be lost due to this type of agreement. Mark Thorien, a member of the Airport Advisory Committee, spoke regarding the proposed project. Airport Manager Scherer explained there is vacant land that is unbuildable because it is a clear zone for the ASOS weather reporting equipment so until the equipment is relocated, there are parcels not available for lease.

Council Member Giles asked if the City paid the utilities would the interested parties still want to enter into a lease agreement. Airport Manager Scherer assured the Council it is not a condition of the agreement and it would still move forward. Council Member Holmes wanted to be assured the lessee was clear on expectations. Council Member Nielsen was willing to proceed to see the proposed lease. Council Member Sowers was in favor of moving forward. The general consensus of the Council was to move forward with the survey of land.

AB 18-159 Request to Adopt an FY18 Budget Amendment Ordinance

Mayor Aymon opened the Public Hearing at 6:00 p.m.

City Treasurer Linda Stokes presented the FY18 Budget Amendment request. The requested budget amendment includes fund balance appropriations of \$55,288 in the General Fund (\$8,750 for website development and \$46,538 FY17 Tourism Local Option Tax (LOT) funds to be applied to FY18 Tourism LOT disbursements), fund balance appropriation of \$25,000 of Laura Moore Cunningham foundation grant funds to cover the costs of capital fund raising in FY18 requested by the Library Board, fund balance appropriations \$25,000 in the Airport Fund to make necessary repairs to a drain collar located on the airport, transfer revenue appropriation of \$18,562 from the General Fund to Recreation Parks to increase hours funded for the Recreation Admin from 25 hours to 32 hours and benefits, grant revenue appropriation of \$39,000 for the remainder of the Local Highway Technical Assistance Council (LHTAC) grant for Commerce Street in the LOT-Streets Fund, and fund balance appropriation of \$433,620 in the Water Fund (\$18,600 to cover unanticipated equipment repairs, \$243,566 to cover water line expenses for Phase 1A of the Downtown Core project, \$105,000 for SCADA improvements, \$43,274 for hydrant replacements and Jasper sub water design, and \$23,180 Water Treatment Plant Improvements (Cl generation machine).

Receiving no written comments or public comments, Mayor Aymon closed the Public Hearing at 6:10 p.m.

Council Member Nielson moved to suspend the rules, read by title only, one-time only Ordinance No. 968. 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.

City Clerk BessieJo Wagner read Ordinance 968:

An Ordinance Amending Ordinance No. 963, the Annual Fy18 Budget, to provide for additional monies received by the City of McCall; to appropriate fund balances of the City of McCall; providing for a title; providing for findings; providing for the adoption of a budget and the appropriation of expenditures of sums of money to defray the necessary expenses and liabilities of the City of McCall. In accordance with the object and purposes, and in the certain amounts herein specified for the fiscal year beginning October 1, 2017 and ending on September 30, 2018; providing for the levy of a sufficient tax; and providing for an effective date and the filing of a certified copy of this ordinance with The Secretary of State.

Council Member Sowers moved to adopt Ordinance No. 968 amending the FY18 Appropriations Ordinance No. 963 and authorize the Mayor to sign all necessary documents. Council Member Nielsen seconded the motion. In a roll call vote Council Member Sowers, Council Member Nielsen, Mayor Aymon, Council Member Giles, and Council Member Holmes all voted aye, and the motion carried.

PUBLIC COMMENT

Mayor Aymon called for public comment at 6:13 p.m.

Hearing no comments, Mayor Aymon closed the comment period at 6:13 p.m.

BUSINESS AGENDA

AB 18-171 McCall Improvement Committee Annual Report to Council

Sadie Noah, Chair of the McCall Improvement Committee (MIC) presented the annual report to the City Council. The McCall Improvement Committee has been an advisory committee to the City Council for over 17 years and there are currently 10 active members. Its mission is to improve the economy of McCall by improving the built environment. The MIC serves as the *Gem Community Action Committee* for the City, in partnership with Idaho's Department of Commerce.

Ms. Noah reported the accomplishments of the MIC over the last year including contributing \$1,200 to the Master Gardeners for the Payette Forest Garden project located on Mission St. in front of the Forest Service Supervisor's Office; sponsoring the McCall in Bloom program for the 9th year and celebrating the second "McCall in Bloom" month in July, 2018; participated in the 2017 Festival of Trees to raise money for Roots pre-school; and partnering with the Progressive Club and Long Valley Garden Club to help improve the landscaping at the McCall Post Office and will contribute funding for new plantings. The Secret Garden Tour was postponed for a year but will be back in 2019. The projects represent the McCall's *Gem Community Action Plan* – those projects McCall officially supports and recommends for further government and community backing through grants, agreements, and partnerships. She shared the history of McCall in Bloom.

AB 18-164 Request to Approve SUB-18-04: Timberlost IV Minor Subdivision Plat Amendment

City Planner Morgan Bessaw presented the Request to Approve SUB-18-04: Timberlost IV Minor Subdivision Plat Amendment. Shane Newton has submitted a Minor Subdivision Plat Amendment application to add to the existing common area Lot 46 and to make Lot 44 a new common area. The existing common area is approximately 9,086 sq. ft. The proposed new common area will be approximately 16,099 sq. ft., providing an increase of approximately 7,013 sq. ft. of common area. The number of lots remains unchanged. At its June 05, 2018 regularly scheduled meeting, the McCall Area Planning and Zoning unanimously recommended minor plat amendment to City Council for approval. Planner Morgan went through the few outstanding conditions.

Nora Miller, Timberlost 4 Subdivision Secretary-Treasurer answered questions regarding snow storage.

Council Member Sowers moved to approve Subdivision Minor Plat Amendment application SUB-18-04 as recommended by the McCall Area Planning and Zoning Commission and authorize the Mayor to sign all necessary documents. Council Member Holmes seconded the motion. In a roll call vote Council Member Sowers, Council Member Holmes, Mayor Aymon, Council Member Giles, and Council Member Nielsen all voted aye, and the motion carried.

AB 18-167 Request for Approval Gold Glove Park Concession Stand Agreement with Anthony and Alexandra Botello – for the annual Mountain Madness Softball Tournament

Recreation Supervisor Tara Woods presented the Gold Glove Park Concession Stand Agreement with Anthony and Alexandra Botello for the annual Mountain Madness Softball Tournament. Supervisor Woods gave a brief background on the concession stand in Gold Glove Park. In 2015, the Parks & Recreation Department installed a new restroom with a concession stand at Gold Glove Park. The concession stand was just certified by Central District Health and the Recreation Department would like to offer the concession stand to the existing reservations during the 2018 season. To simplify the reservation process for this facility moving forward, the department will begin the public hearing process in mid to late July to implement a standard rental agreement for the concession stand with departmental approval should those reserving the park wish to use the concession stand in conjunction with their park reservation.

Over the past two seasons, staff has found that not all park reservations wish to use the concession stand and a supplemental rental agreement seems to be the easiest way to handle the reservation process with additional fees applied to the use of the concession stand.

Council Member Nielsen asked some questions about fees, permitting, and health safety.

Council Member Sowers moved to approve the one-time Gold Glove Park Concession Stand Agreement with Anthony and Alexandra Botello for the 2018 Mountain Madness Girls Softball Tournament for July 20 – July 22 of 2018 and authorize the Mayor to sign all necessary documents. Council Member Giles seconded the motion. In a roll call vote Council Member Sowers, Council Member Giles, Mayor Aymon, Council Member Holmes, and Council Member Nielsen all voted aye, and the motion carried.

AB 18-166 Request for Approval Gold Glove Park Concession Stand Agreement with Jeremy Horn, Melanie Stokes, and Jacob & Jenna Zamora for the Light Up the Night Softball Tournament

Recreation Supervisor Tara Woods presented the Gold Glove Park Concession Stand Agreement with Jeremy Horn, Melanie Stokes, and Jacob & Jenna Zamora for the Light Up the Night Softball Tournament. In 2015, the Parks & Recreation Department installed a new restroom with a concession stand at Gold Glove Park. The concession stand was just certified by Central District Health and the Recreation Department would like to offer the concession stand to the existing reservations during the 2018 season. To simplify the reservation process for this facility moving forward, the department will begin the public hearing process in mid to late July to implement a standard rental agreement for the concession stand with departmental approval should those reserving the park wish to use the concession stand in conjunction with their park reservation.

Council Member Sowers moved to approve the one-time Gold Glove Park Concession Stand Agreement with Jeremy Horn, Melanie Stokes, and Jacob & Jenna Zamora for the Light Up the Night Tournament scheduled for June 30 – July 01 of 2018 and authorize the Mayor to sign all necessary documents. Council Member Holmes seconded the motion. In a roll call vote Council Member Sowers, Council Member Holmes, Mayor Aymon, Council Member Giles, and Council Member Nielsen all voted aye, and the motion carried.

AB 18-161 Request approval of Resolution 18-14 adopting the McCall Redevelopment Agency (MRA) Eligibility Report for Urban Renewal

Community & Economic Development Director Michelle Groenevelt presented the resolution to adopt the McCall Redevelopment Agency (MRA) Eligibility Report for Urban Renewal. 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 MRA Board hired Kushlan Associates to prepare the Eligibility Report, the first step, in creating a new urban renewal district. Similarly, Elam and Bourke were hired to prepare the legal and administrative functions.

The Eligibility Report study area included two sub-areas: A (Downtown) and B (South 3rd Street/Deinhard Lane) and both met the eligibility requirements. On June 19, 2018 the McCall Redevelopment Agency Board unanimously recommended approval of the adoption of the Eligibility Report to the City Council.

Phil Kushlan of Kushlan Associates presented the report to Council. Mr. Kushlan and staff answered many questions.

Council Member Giles moved to approve Resolution 18-14 to adopt the Urban Renewal District #2 Eligibility Report and authorize the Mayor to sign all necessary documents. Council Member Sowers seconded the motion.

Council Member Nielsen asked some clarifying questions about the resolution.

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 18-169 Request Ordinance Adoption to amend §1.9.9(A)(3) of the McCall City Code Designating the Custodian of Records

City Clerk BessieJo Wagner presented the ordinance adoption to amend §1.9.9(A)(3) of the McCall City Code Designating the Custodian of Records. An important bill on public records passed the Legislature this session and will take effect July 1 of this year. Senate Bill 1274 was sponsored by Sen. Mary Souza, R-Coeur d'Alene and deals with the Idaho Public Records Law. The bill requires state and local governments to:

- Designate a records custodian for each city department and an alternate that will respond to public records requests, which should be done by council resolution;
- Provide that bonuses, severance packages, other compensation, and vouchered and unvouchered expenses for reimbursement of current or former public officials are public record; and
- Provide that social security numbers and driver's license numbers of public employees or applicants are exempt from public disclosure.

The ordinance, developed by the City Attorney, amends Section 1.9.9(A)(3) of the McCall City Code establishing the City Clerk or the City Clerk's Designee as the custodian of records and processor of records requests unless otherwise specifically provided by resolution of the City Council. City Attorney Bill Nichols explained the origin and process.

Council Member Nielsen moved to suspend the rules and read by title only one-time only Ordinance No. 969. 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.

City Clerk BessieJo Wagner read Ordinance No. 969: An Ordinance of the City of McCall, Valley County, Idaho, Amending Section 1.9.9, Officers' Duties, Subsections (A), City Clerk, (3), Custodian of Records, and (A), City Clerk, (5), Processing Public Records, of Title 1, Administrative, Chapter 9, Officers, of the McCall City Code, to designate the City Clerk or the City Clerk's Designee as the Custodian of Records and Processor of Records Requests unless otherwise specifically provided by Resolution of the City Council, and to update the Statutory Reference of 9-335 To 9-350, Idaho Code, to Chapter 1, Title 74, Idaho Code.

Council Member Nielsen moved to adopt Ordinance No. 969 establishing the City Clerk or the City Clerk's Designee as the custodian of records and processor of records requests unless otherwise specifically provided by resolution of the City Council, approve the publication of the summary, and authorize the Mayor to sign all necessary Documents. 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 aye, and the motion carried.

Upcoming Meetings Schedule Discussion

Council discussed upcoming meetings. A list of dates for City/Council tour at Midas Gold site was given. Midas Gold can accommodate 17 or 18 people at a time, and it is a full day 8 a.m. to 5:30 p.m. Staff is invited to attend and water, snacks and lunch will be provided.

ADJOURNMENT

Without further business, Mayor Aymon adjourned the meeting at 7:27 p.m.

ATTEST:

Jackie J. Aymon, Mayor

BessieJo Wagner, City Clerk

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:			50.26	4.50	.00	54.76
City Manager						
Total 9-02:			16.76	.00	.00	16.76
Community Developmnt						
Total 9-02:			75.68	7.13	.00	82.81
Finance						
Total 9-02:			4.00	.00	.00	4.00
Golf Course Maint						
Total 9-02:			1.00	.00	.00	1.00
Info systems						
Total 9-02:			6.61	11.25	.00	17.86
Library						
Total 9-02:			.00	.00	.00	.00
Local Option Tax						
Total 9-02:			.00	.75	.00	.75
Parks						
Total 9-02:			62.89	18.75	18.00	63.64
Police						
Total 9-02:			239.25	15.00	69.75	184.50
PW/Streets						
Total 9-02:			110.73	16.50	13.00	114.23
Recreation						
Total 9-02:			16.88	.00	4.00	12.88
Water Distribution						
Total 9-02:			87.02	12.75	16.00	83.77
Water Treatment						
Total 9-02:			76.25	4.50	18.00	62.75
Grand Totals:	9-02	CT Avail	=====	=====	=====	=====

Emp No	Name	Total Gross Amount	2-00 Overtime Emp Amt	10-00 Overtime-G Emp Amt
	Total Airport:			
2		3,950.58	.00	.00
	Total City Clerk:			
3		5,731.57	.00	.00
	Total City Manager:			
4		9,947.82	.00	.00
	Total Community Developmnt:			
7		14,635.50	60.48	.00
	Total Council:			
5		1,275.00	.00	.00
	Total Finance:			
3		6,911.43	.00	.00
	Total Golf Course Maint:			
12		13,032.67	.00	.00
	Total Info systems:			
2		5,972.23	.00	.00
	Total Library:			
7		7,185.06	.00	.00
	Total Local Option Tax:			
1		1,405.86	.00	.00
	Total Parks:			
11		9,625.78	131.74	.00
	Total Police:			
14		29,536.26	825.53	.00
	Total PW/Streets:			
11		20,882.53	.00	.00
	Total Recreation:			
3		5,412.05	.00	.00
	Total Water Distribution:			
4		7,491.81	.00	.00
	Total Water Treatment:			
2		4,617.95	.00	.00
	Grand Totals:			
91		147,614.10	1,017.75	.00

City Clerk's License Report

Council Meeting: October 25, 2018

Business License Activity

Business Name	Type of Business	Address	New	Close	Trsf	BL#	Issued
Jordon-Wilcomb Construction, Inc	General Contractor	406 S. 6th St., Boise	X			1876	10/18/2018
404 McGinnis, LLC	Short Term Rental	404 McGinnis St	X			1878	10/18/2018
McCall Upholstery	Upholstery Repair	192 Industrial Loop	X			1879	10/18/2018

Alcohol License Activity

Business Name	Owner(s)	Physical Address	New	Renewal	Closed	BL#	Issued	Comments
No Activity								

Catering Permit Activity

Name of Licensee	Event	Location of Event	Day & Date of Event	Time of Event	Revenue
Si Bueno	Idaho Supreme Court Reception	Hunt Lodge	Thursday October 25	6:00pm-9pm	\$20.00

Outdoor Special Events/Vendor Permit Activity

Applicant	Event	Location of Event	Date(s) of Event	Time of Event	Road Closure
No Activity					

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-11750 UTILITY CASH CLEARING						
GROVE, KEVIN	230662	REFUND - UTILITY A/C #2.3066.2	10/08/18	55.33	.00	
DODD, DEL & ARLENE	123651-2	REFUND - UTILITY A/C #1.2365.1	10/15/18	43.22	.00	
MULDOON, JENNIFER & KEVIN	182892	UTILITY ACCOUNT REFUND	10/15/18	400.00	.00	
Total 01-11750 UTILITY CASH CLEARING:				498.55	.00	
Total :				498.55	.00	
Total :				498.55	.00	
PAYROLL PAYABLES CLEARING						
03-22375 CHILD SUPPORT						
IDAHO CHILD SUPPORT RECEIPTING	20181012-1	CHILD SUPPORT - #335546	10/12/18	178.14	178.14	10/12/2018
IDAHO CHILD SUPPORT RECEIPTING	20181012-2	CHILD SUPPORT - #195240	10/12/18	187.38	187.38	10/12/2018
IDAHO CHILD SUPPORT RECEIPTING	20181012-4	CHILD SUPPORT - #301057	10/12/18	236.62	236.62	10/12/2018
Total 03-22375 CHILD SUPPORT:				602.14	602.14	
Total :				602.14	602.14	
Total PAYROLL PAYABLES CLEARING:				602.14	602.14	
GENERAL FUND						
10-22540 DEPOSITS/EVIDENCE PROPERTY						
HUDSON, REESE & KATIE	20180930	REFUND - REMAINDER OF BROWN PA	09/30/18	100.00	.00	
Total 10-22540 DEPOSITS/EVIDENCE PROPERTY:				100.00	.00	
Total :				100.00	.00	
INFORMATION SYSTEMS						
10-42-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	54407987-IT	FUEL - A/C #6000643053	10/06/18	30.09	.00	
Total 10-42-150-250.0 MOTOR FUELS AND LUBRICANTS:				30.09	.00	
10-42-150-300.0 PROFESSIONAL SERVICES						
DIGLINE INC.	59069-IN	A/C #415 - 81 ADDITIONAL CALLS	09/30/18	21.48	.00	
PCMG INC.	PINV341348	SERVICES - O365 & HOSTED EXCHAN	09/30/18	5,382.50	.00	
Total 10-42-150-300.0 PROFESSIONAL SERVICES:				5,403.98	.00	
10-42-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
U.S. BANK - CARD SERVICES	201809 - T. MALVIC	JOB POSTING - IS MANAGER	09/25/18	297.00	.00	
U.S. BANK - CARD SERVICES	201809 - T. MALVIC	JOB POSTING - IS MANAGER	09/25/18	175.00	.00	
Total 10-42-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				472.00	.00	
10-42-150-610.0 COMPUTER SOFTWARE						
U.S. BANK - CARD SERVICES	201809-SIMMOND	AD-HOC VISIO LICENSE SUBSCRIPTIO	09/25/18	13.30	.00	
Total 10-42-150-610.0 COMPUTER SOFTWARE:				13.30	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-42-150-620.0 COMPUTER HARDWARE						
CDW GOVERNMENT INC.	PJK6864	ASUS 27 VN279QL LED'S	09/25/18	417.98	.00	
U.S. BANK - CARD SERVICES	201809-SIMMOND	SNAGLESS MOLDED PATCH CABLE	09/25/18	180.12	.00	
Total 10-42-150-620.0 COMPUTER HARDWARE:				598.10	.00	
Total INFORMATION SYSTEMS:				6,517.47	.00	
CITY MANAGER						
10-43-150-210.0 DEPARTMENT SUPPLIES						
OFFICE SAVERS ONLINE	22018-001	SUPPLIES	09/27/18	36.99	.00	
Total 10-43-150-210.0 DEPARTMENT SUPPLIES:				36.99	.00	
10-43-150-275.0 PUBLIC RELATIONS						
U.S. BANK - CARD SERVICES	201809 - GREAVES	PROMO BY SLIDELY	09/25/18	49.00	.00	
Total 10-43-150-275.0 PUBLIC RELATIONS:				49.00	.00	
10-43-150-420.0 TRAVEL AND MEETINGS						
ALBERTSONS LLC	721793-091118-336	SNACKS - STAFF MEETING/BENEFITS	09/11/18	14.82	.00	
ALBERTSONS LLC	729092-091618-336	SNACKS - STAFF MEETING/BENEFITS	09/06/18	37.25	.00	
U.S. BANK - CARD SERVICES	201809 - GREAVES	LODGING - E. GREAVES (3 NIGHTS) - A	09/25/18	438.87	.00	
Total 10-43-150-420.0 TRAVEL AND MEETINGS:				490.94	.00	
10-43-150-430.0 DUES AND SUBSCRIPTIONS						
U.S. BANK - CARD SERVICES	201809 - T. MALVIC	SHRM MEMBERSHIP - MALVICH	09/25/18	189.00	.00	
Total 10-43-150-430.0 DUES AND SUBSCRIPTIONS:				189.00	.00	
10-43-150-440.0 PROFESSIONAL DEVELOPMENT						
U.S. BANK - CARD SERVICES	201809-STOKES	MEAL - AIC CONF - GREAVES	09/25/18	21.82	.00	
U.S. BANK - CARD SERVICES	201809-WAGNER	MEAL - ICCTFOA CONF - GREAVES	09/25/18	16.84	.00	
U.S. BANK - CARD SERVICES	201809-WAGNER	MEAL - ICCTFOA CONF - GREAVES	09/25/18	43.26	.00	
U.S. BANK - CARD SERVICES	201809-WAGNER	MEAL - ICCTFOA CONF-GREAVES	09/25/18	23.11	.00	
Total 10-43-150-440.0 PROFESSIONAL DEVELOPMENT:				105.03	.00	
10-43-150-590.0 REPAIRS - SENIOR CENTER						
A-1 HEATING & AIR CONDITIONING	379594	MVP FULL SYSTEM MAINT. - HEATING	09/28/18	175.00	.00	
Total 10-43-150-590.0 REPAIRS - SENIOR CENTER:				175.00	.00	
Total CITY MANAGER:				1,045.96	.00	
ADMINISTRATIVE COSTS						
10-44-150-200.0 OFFICE SUPPLIES						
OFFICE SAVERS ONLINE	22018-001	SUPPLIES	09/27/18	264.20	.00	
Total 10-44-150-200.0 OFFICE SUPPLIES:				264.20	.00	
10-44-150-260.0 POSTAGE						
U.S. BANK - CARD SERVICES	201809-SCHERER	CERTIFIED MAILINGS	09/25/18	84.00	.00	
U.S. BANK - CARD SERVICES	201809-SCHERER	CERTIFIED MAILINGS	09/25/18	27.88	.00	
U.S. BANK - CARD SERVICES	201809-SCHERER	CERTIFIED MAILINGS	09/25/18	81.75	.00	
U.S. BANK - CARD SERVICES	201809-SCHERER	CERTIFIED MAILINGS	09/25/18	5.45	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-44-150-260.0 POSTAGE:				199.08	.00	
10-44-150-310.0 ATTORNEY - CIVIL NON-REIMB						
WHITE PETERSON P.A.	130215	FLYNN NEIGHBORHOOD ASSOC - JUDI	09/30/18	32.50	.00	
Total 10-44-150-310.0 ATTORNEY - CIVIL NON-REIMB:				32.50	.00	
10-44-150-450.0 CLEANING AND CUSTODIAL						
GEM STATE PAPER & SUPPLY	1267916-00	PAPER TOWELS, HAND SOAP, BATH TI	10/04/18	180.99	.00	
Total 10-44-150-450.0 CLEANING AND CUSTODIAL:				180.99	.00	
10-44-150-490.0 HEAT, LIGHTS, AND UTILITIES						
MCCALL, CITY OF	1018182601	WATER	10/13/18	155.77	.00	
MCCALL, CITY OF	1018-182702	WATER	10/15/18	38.41	.00	
Total 10-44-150-490.0 HEAT, LIGHTS, AND UTILITIES:				194.18	.00	
10-44-150-500.1 RENTAL - EQUIPMENT MAINTENANCE						
RICOH AMERICAS CORP.	5054652755-CH	RICOH MPC6004 MAINT. AGREEMENT	09/29/18	189.47	.00	
Total 10-44-150-500.1 RENTAL - EQUIPMENT MAINTENANCE:				189.47	.00	
10-44-150-570.0 REPAIRS - BUILDING AND GROUNDS						
A-1 HEATING & AIR CONDITIONING	379591	MVP FULL SYSTEM MAINT. - HEATING	09/27/18	175.00	.00	
Total 10-44-150-570.0 REPAIRS - BUILDING AND GROUNDS:				175.00	.00	
10-44-150-580.0 REPAIRS - AUTOMOTIVE						
STERLING BATTERY CO.	G45036	BATTERY	10/01/18	109.95	.00	
Total 10-44-150-580.0 REPAIRS - AUTOMOTIVE:				109.95	.00	
Total ADMINISTRATIVE COSTS:				1,345.37	.00	
FINANCE						
10-45-150-210.0 DEPARTMENT SUPPLIES						
U.S. BANK - CARD SERVICES	201809-STOKES	APPRECIATION GIFT - AIC STAFF	09/25/18	24.37	.00	
Total 10-45-150-210.0 DEPARTMENT SUPPLIES:				24.37	.00	
10-45-150-300.0 PROFESSIONAL SERVICES						
U.S. BANK - CARD SERVICES	201809-STOKES	UP EXCHANGE BUSINESS	09/25/18	79.00	.00	
Total 10-45-150-300.0 PROFESSIONAL SERVICES:				79.00	.00	
10-45-150-440.0 PROFESSIONAL DEVELOPMENT						
U.S. BANK - CARD SERVICES	201809-STOKES	MEAL - AIC CONF - STOKES	09/25/18	21.84	.00	
U.S. BANK - CARD SERVICES	201809-WAGNER	MEAL - ICCTFOA CONF-STOKES	09/25/18	10.46	.00	
U.S. BANK - CARD SERVICES	201809-WAGNER	MEAL - ICCTFOA CONF-STOKES	09/25/18	39.00	.00	
U.S. BANK - CARD SERVICES	201809-WAGNER	MEAL - ICCTFOA CONF-STOKES	09/25/18	18.92	.00	
Total 10-45-150-440.0 PROFESSIONAL DEVELOPMENT:				90.22	.00	
Total FINANCE:				193.59	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
CITY CLERK						
10-46-150-240.0 MINOR EQUIPMENT						
U.S. BANK - CARD SERVICES	201809-WAGNER	NOTARY SELF-INKING STAMP	09/25/18	47.00	.00	
Total 10-46-150-240.0 MINOR EQUIPMENT:				47.00	.00	
10-46-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
STAR NEWS, THE	52647	DISPLAY AD - SEWER DISTRICT ELECT	09/30/18	198.00	.00	
Total 10-46-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				198.00	.00	
10-46-150-440.0 PROFESSIONAL DEVELOPMENT						
PRIMA, IDAHO CHAPTER OF	20181031	FALL TRAINING - S. TYLER	10/12/18	50.00	.00	
U.S. BANK - CARD SERVICES	201809-STOKES	MEAL - AIC CONF - WAGNER	09/25/18	21.84	.00	
U.S. BANK - CARD SERVICES	201809-WAGNER	MEAL - ICCTFOA CONF-WAGNER	09/25/18	10.48	.00	
U.S. BANK - CARD SERVICES	201809-WAGNER	MEAL - ICCTFOA CONF-WAGNER	09/25/18	84.52	.00	
U.S. BANK - CARD SERVICES	201809-WAGNER	MEAL - ICCTFOA CONF-WAGNER	09/25/18	22.58	.00	
U.S. BANK - CARD SERVICES	201809-WAGNER	LODGING - B. WAGNER (3 NIGHTS)	09/25/18	406.35	.00	
WAGNER, BESSIEJO	20181012	REIMB. - MILEAGE/ICCTFOA CONF	09/30/18	274.72	.00	
Total 10-46-150-440.0 PROFESSIONAL DEVELOPMENT:				870.49	.00	
Total CITY CLERK:				1,115.49	.00	
COMMUNITY DEVELOPMENT						
10-48-150-210.0 DEPARTMENT SUPPLIES						
U.S. BANK - CARD SERVICES	201809-GROENEV	VOICE RECORDERS	09/25/18	36.99	.00	
Total 10-48-150-210.0 DEPARTMENT SUPPLIES:				36.99	.00	
10-48-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	54407790-CD	FUEL - A/C #7898226258	10/06/18	148.39	.00	
Total 10-48-150-250.0 MOTOR FUELS AND LUBRICANTS:				148.39	.00	
10-48-150-420.0 TRAVEL AND MEETINGS						
U.S. BANK - CARD SERVICES	201809-GROENEV	MOUNTAIN TOWN RESORT PLANNERS	09/25/18	350.00	.00	
U.S. BANK - CARD SERVICES	201809-GROENEV	LODGING - M. GROENEVELT (1 NIGHT)	09/25/18	145.77	.00	
U.S. BANK - CARD SERVICES	201809-GROENEV	LODGING - D. JAMES (2 NIGHTS) - ID E	09/25/18	186.00	.00	
Total 10-48-150-420.0 TRAVEL AND MEETINGS:				681.77	.00	
10-48-150-440.0 PROFESSIONAL DEVELOPMENT						
U.S. BANK - CARD SERVICES	201809-GROENEV	ID APA CONFERENCE	09/25/18	195.00	.00	
U.S. BANK - CARD SERVICES	201809-GROENEV	AIR FARE - GROENEVELT - MT. TOWN	09/25/18	232.23	.00	
U.S. BANK - CARD SERVICES	201809-GROENEV	AIR FARE - GROENEVELT - MT. TOWN	09/25/18	3.52	.00	
U.S. BANK - CARD SERVICES	201809-GROENEV	AIR FARE - GROENEVELT - MT. TOWN	09/25/18	240.96	.00	
Total 10-48-150-440.0 PROFESSIONAL DEVELOPMENT:				671.71	.00	
10-48-150-610.0 GIS EQUIPMENT						
ANATUM GEOMOBILE SOLUTIONS LL	1189	ARROW GOLD RTK GNSS	10/05/18	7,995.00	.00	
Total 10-48-150-610.0 GIS EQUIPMENT:				7,995.00	.00	
Total COMMUNITY DEVELOPMENT:				9,533.86	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
POLICE DEPARTMENT						
10-50-100-160.0 EMPLOYEE RECOGNITION						
U.S. BANK - CARD SERVICES	201809-WILLIAMS	MEAL - EE APPRECIATION	09/25/18	423.36	.00	
U.S. BANK - CARD SERVICES	201809-WILLIAMS	CRUISE CHARTER - EE APPRECIATION	09/25/18	290.00	.00	
Total 10-50-100-160.0 EMPLOYEE RECOGNITION:				713.36	.00	
10-50-150-210.0 DEPARTMENT SUPPLIES						
MAY HARDWARE INC.	924680	HOOK, MOUNT STRIPS, HANGER	10/03/18	48.88	.00	
MAY HARDWARE INC.	924883	DOOR STOP, VELCRO TAPE, HANGER	10/05/18	64.71	.00	
MAY HARDWARE INC.	925510	GORILLA TAPE	10/11/18	8.54	.00	
U.S. BANK - CARD SERVICES	201809-RYSKA	THERMAL RIBBON	09/25/18	111.06	.00	
U.S. BANK - CARD SERVICES	201809-RYSKA	THERMAL WAX RIBBON	09/25/18	52.85	.00	
U.S. BANK - CARD SERVICES	201809-RYSKA	PAPER TOWEL DISPENSER	09/25/18	322.88	.00	
Total 10-50-150-210.0 DEPARTMENT SUPPLIES:				608.92	.00	
10-50-150-240.0 MINOR EQUIPMENT						
JERRY'S AUTO PARTS	067875	ADJUSTABLE WRENCH	10/10/18	7.13	.00	
MAY HARDWARE INC.	924667	COMBO PADLOCK LONG SHACKLE, AP	10/03/18	31.48	.00	
U.S. BANK - CARD SERVICES	201809-RYSKA	APPLIANCE PACKAGE	09/25/18	1,896.70	.00	
U.S. BANK - CARD SERVICES	201809-RYSKA	INFRARED THERMOMETER	09/25/18	23.44	.00	
WHITE CLOUD COMMUNICATIONS IN	18404	MOBILE MICROPHONE	10/02/18	117.00	.00	
Total 10-50-150-240.0 MINOR EQUIPMENT:				2,075.75	.00	
10-50-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	54407791-PD	FUEL - A/C #7898226282	10/06/18	2,109.32	.00	
SHELL	800024774550021	FUEL - 8000247745	10/05/18	30.01	.00	
Total 10-50-150-250.0 MOTOR FUELS AND LUBRICANTS:				2,139.33	.00	
10-50-150-300.0 PROFESSIONAL SERVICES						
CASEBOISE LLC	1200	MOVE POLICE DEPARTMENT TO NEW	10/04/18	1,193.75	.00	
FAETH FABRICATION & WELDING LLC	263217	MODIFY LOCK BOX	10/04/18	200.00	.00	
WHITE PETERSON P.A.	130216	FALVEY'S LLC - CONSTRUCTION DISP	09/30/18	400.00	.00	
Total 10-50-150-300.0 PROFESSIONAL SERVICES:				1,793.75	.00	
10-50-150-420.0 TRAVEL AND MEETINGS						
U.S. BANK - CARD SERVICES	201809-GESTRIN	MEAL - CC INVESTIGATION	09/25/18	17.66	.00	
Total 10-50-150-420.0 TRAVEL AND MEETINGS:				17.66	.00	
10-50-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS						
U.S. BANK - CARD SERVICES	201809-KOLANO	IDAHO CODE INDEX BOOKLETS	09/25/18	58.19	.00	
Total 10-50-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS:				58.19	.00	
10-50-150-440.0 PROFESSIONAL DEVELOPMENT						
HAMPTON INN & SUITES - BOISE/MER	326720A	JULIA KOLANO, 2 NIGHTS LODGING - P	10/10/18	188.00	.00	
U.S. BANK - CARD SERVICES	201809-ARRASMIT	MEALS - PIO TRAINING	09/25/18	39.48	.00	
U.S. BANK - CARD SERVICES	201809-ARRASMIT	MEALS - PIO TRAINING	09/25/18	52.64	.00	
Total 10-50-150-440.0 PROFESSIONAL DEVELOPMENT:				280.12	.00	
10-50-150-460.0 TELEPHONE						
VERIZON WIRELESS	9815401431	A/C #270693183-00001	09/26/18	243.34	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-50-150-460.0 TELEPHONE:				243.34	.00	
10-50-150-500.0 RENTAL - OFFICE EQUIPMENT						
WELLS FARGO EQUIPMENT FINANCE	5005323744	XEROX C8045 #603-0173257-000 MIN. U	10/01/18	429.66	.00	
WELLS FARGO EQUIPMENT FINANCE	5005323744	XEROX C8045 #603-0173257-000 INSUR	10/01/18	25.07	.00	
Total 10-50-150-500.0 RENTAL - OFFICE EQUIPMENT:				454.73	.00	
10-50-150-520.1 RENTAL-POLICE DEPT. FACILITIES						
VALLEY COUNTY	2018-NOVEMBER	PD FACILITY LEASE	10/15/18	2,700.00	.00	
Total 10-50-150-520.1 RENTAL-POLICE DEPT. FACILITIES:				2,700.00	.00	
10-50-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
JERRY'S AUTO PARTS	066547	AIR FILTER, OIL FILTER	10/02/18	42.62	.00	
JERRY'S AUTO PARTS	066867	BRAKE ROTOR HUB	10/03/18	108.86	.00	
JERRY'S AUTO PARTS	068221	BATTERIES	10/12/18	12.22	.00	
STERLING BATTERY CO.	G45037	BATTERY	10/01/18	109.95	.00	
U.S. BANK - CARD SERVICES	201809-PALMER	CAR WASH	09/25/18	7.00	.00	
Total 10-50-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				280.65	.00	
10-50-150-610.0 COMPUTER SOFTWARE						
COMPUTER ARTS INC.	28144	ANNUAL MAINTENANCE	10/01/18	3,711.00	.00	
COMPUTER ARTS INC.	28144	ANNUAL TELEPHONE SUPPORT	10/01/18	1,200.00	.00	
Total 10-50-150-610.0 COMPUTER SOFTWARE:				4,911.00	.00	
Total POLICE DEPARTMENT:				16,276.80	.00	
CAPITAL IMPROVEMENT PLAN						
10-70-600-710.0 GENERAL FUND CIP						
FALVEY'S LLC	5A-PD RENOVATIO	REMODEL OF 550 E DEINHARD LOCATI	09/30/18	34,742.32	.00	
FALVEY'S LLC	6-PD RENOVATIO	REMODEL OF 550 E DEINHARD LOCATI	10/03/18	3,177.52	.00	
FALVEY'S LLC	7-PD RENOVATIO	REMODEL OF 550 E DEINHARD LOCATI	09/30/18	4,354.35	.00	
U.S. BANK - CARD SERVICES	201809-PALMER	IP DOME SECURITY CAMERA	09/25/18	209.94	.00	
Total 10-70-600-710.0 GENERAL FUND CIP:				42,484.13	.00	
Total CAPITAL IMPROVEMENT PLAN:				42,484.13	.00	
Total GENERAL FUND:				78,612.67	.00	
PUBLIC WORKS & STREETS FUND						
PUBLIC WORKS & STREETS						
24-55-100-156.0 CLOTHING/UNIFORMS						
D & B SUPPLY CO.	17118	PANTS	10/06/18	155.73	.00	
RIDLEY'S FAMILY MARKETS	8001550442	PANTS	10/01/18	79.88	.00	
Total 24-55-100-156.0 CLOTHING/UNIFORMS:				235.61	.00	
24-55-100-160.0 EMPLOYEE RECOGNITION						
U.S. BANK - CARD SERVICES	201809-STEWART	MEAL - EMPLOYEE APPRECIATION	09/25/18	33.82	.00	
U.S. BANK - CARD SERVICES	201809-STEWART	MEAL - FINAL MEETING LUNCH	09/25/18	19.50	.00	
Total 24-55-100-160.0 EMPLOYEE RECOGNITION:				53.32	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
24-55-150-210.0 DEPARTMENT SUPPLIES						
U.S. BANK - CARD SERVICES	201809-DEVERE	NEW LUNCHROOM CHAIRS	09/25/18	916.30	.00	
U.S. BANK - CARD SERVICES	201809-MALVICH	NEW LUNCHROOM CHAIRS	09/25/18	916.30	.00	
Total 24-55-150-210.0 DEPARTMENT SUPPLIES:				1,832.60	.00	
24-55-150-211.0 MECHANIC SHOP SUPPLIES						
MAY HARDWARE INC.	925380	SPRAYPAINT	10/10/18	20.65	.00	
NORCO INC.	24861320	CARBON DIOXIDE/ARGON	10/09/18	59.73	.00	
Total 24-55-150-211.0 MECHANIC SHOP SUPPLIES:				80.38	.00	
24-55-150-220.0 FIRST AID, SAFETY						
NORCO INC.	24861320	CARBON DIOXIDE/ARGON	10/09/18	16.56	.00	
Total 24-55-150-220.0 FIRST AID, SAFETY:				16.56	.00	
24-55-150-240.0 MINOR EQUIPMENT						
MAY HARDWARE INC.	924614	TAPE MEASURE	10/03/18	15.29	.00	
Total 24-55-150-240.0 MINOR EQUIPMENT:				15.29	.00	
24-55-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	54407792-PW	FUEL - A/C #7898226290	10/06/18	2,204.05	.00	
Total 24-55-150-250.0 MOTOR FUELS AND LUBRICANTS:				2,204.05	.00	
24-55-150-300.0 PROFESSIONAL SERVICES						
DIGLINE INC.	59069-IN	A/C #415 - 81 ADDITIONAL CALLS	09/30/18	72.49	.00	
McCALL DELIVERY SERVICE	2018-0830	DELIVERY - INTERSTATE PLASTICS	10/05/18	30.00	.00	
Total 24-55-150-300.0 PROFESSIONAL SERVICES:				102.49	.00	
24-55-150-350.0 ENGINEER SERVICES						
HORROCKS ENGINEERS INC.	48632	PH 17-04 MISC TRANS. ENG. SVCS.	09/30/18	1,075.19	.00	
Total 24-55-150-350.0 ENGINEER SERVICES:				1,075.19	.00	
24-55-150-440.0 PROFESSIONAL DEVELOPMENT						
U.S. BANK - CARD SERVICES	201809-WAGNER	NOTARY SELF-INKING STAMP	09/25/18	21.00	.00	
Total 24-55-150-440.0 PROFESSIONAL DEVELOPMENT:				21.00	.00	
24-55-150-540.0 STREET REPAIR - PATCHING						
GRANITE EXCAVATION INC.	7902	MOBILIZATION	10/08/18	558.25	.00	
GRANITE EXCAVATION INC.	7902	REMOVAL OF ASPHALT	10/08/18	4,025.70	.00	
GRANITE EXCAVATION INC.	7902	SUBGRADE (SF)	10/08/18	2,112.00	.00	
GRANITE EXCAVATION INC.	7902	ASPHALT (SF)	10/08/18	10,320.00	.00	
GRANITE EXCAVATION INC.	7902	TRAFFIC CONTROL	10/08/18	1,339.80	.00	
VALLEY PAVING & ASPHALT INC.	9830	ASPHAL BY THE TON	09/30/18	1,843.54	.00	
Total 24-55-150-540.0 STREET REPAIR - PATCHING:				20,199.29	.00	
24-55-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
JERRY'S AUTO PARTS	067678	TRAILER CABLE	10/09/18	60.80	.00	
LES SCHWAB TIRE CENTERS	12500210263	DISMOUNT & MOUNT TIRES	09/29/18	35.75	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 24-55-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				96.55	.00	
Total PUBLIC WORKS & STREETS:				25,932.33	.00	
Total PUBLIC WORKS & STREETS FUND:				25,932.33	.00	
RECREATION FUND						
RECREATION - PROGRAMS						
28-58-150-200.0 OFFICE SUPPLIES						
U.S. BANK - CARD SERVICES	201809-BORK	DAY PLANNER	09/25/18	16.99	.00	
U.S. BANK - CARD SERVICES	201809-BORK	DAY PLANNER	09/25/18	22.29	.00	
Total 28-58-150-200.0 OFFICE SUPPLIES:				39.28	.00	
28-58-150-210.0 DEPARTMENT SUPPLIES						
BSN SPORTS LLC	903268433	VOLLEYBALL HEADBANDS	10/06/18	44.94	.00	
SHOP STRANGE INC.	SO-009671	YOUTH & ADULT BASKETBALL SHIRTS	10/10/18	588.00	.00	
U.S. BANK - CARD SERVICES	201809-BORK	PA SYSTEM - AMAZON	09/25/18	602.39	.00	
U.S. BANK - CARD SERVICES	201809-BORK	STICKERS FOR PROGRAMS & EVENTS	09/25/18	68.42	.00	
U.S. BANK - CARD SERVICES	201809-WOODS	T-SHIRTS	09/25/18	341.00	.00	
U.S. BANK - CARD SERVICES	201809-WOODS	SNACKS - UMPIRE WOOD BAT	09/25/18	8.85	.00	
U.S. BANK - CARD SERVICES	201809-WOODS	BIKE DERAILER REPAIR	09/25/18	89.93	.00	
U.S. BANK - CARD SERVICES	201809-WOODS	DIXIE CUPS	09/25/18	20.94	.00	
Total 28-58-150-210.0 DEPARTMENT SUPPLIES:				1,764.47	.00	
28-58-150-250.0 MOTOR FUELS AND LUBRICANTS						
U.S. BANK - CARD SERVICES	201809-WOLF	FUEL	09/25/18	41.19	.00	
Total 28-58-150-250.0 MOTOR FUELS AND LUBRICANTS:				41.19	.00	
28-58-150-300.0 PROFESSIONAL SERVICES						
McCALL-DONNELLY JT. SCHOOL	310	GYM RENTAL - INDOOR SOCCER	10/15/18	225.00	.00	
SHADOW TRACKERS	RDK180514	BACKGROUND CHECKS	09/30/18	100.00	.00	
TEAMSIDELINE.COM	TS-INV-5959	ANNUAL MAINTENANCE FEE	10/01/18	1,000.00	.00	
U.S. BANK - CARD SERVICES	201809-WOODS	USA SOFTBALL OF IDAHO	09/25/18	143.00	.00	
U.S. BANK - CARD SERVICES	201809-WOODS	BIKE DERAILER REPAIR	09/25/18	65.00	.00	
Lowen, Zachary Allen	101618	WRESTLING INSTRUCTOR	09/30/18	175.00	.00	
Total 28-58-150-300.0 PROFESSIONAL SERVICES:				1,708.00	.00	
28-58-150-420.0 TRAVEL AND MEETINGS						
U.S. BANK - CARD SERVICES	201809-WOODS	MEALS - UNIFORM PICKUP	09/25/18	13.33	.00	
U.S. BANK - CARD SERVICES	201809-WOODS	LODGING - TOURNAMENT UMPIRES	09/25/18	138.00	.00	
Total 28-58-150-420.0 TRAVEL AND MEETINGS:				151.33	.00	
28-58-150-490.0 HEAT, LIGHTS, AND UTILITIES						
MCCALL, CITY OF	1018125601	WATER	10/13/18	44.09	.00	
Total 28-58-150-490.0 HEAT, LIGHTS, AND UTILITIES:				44.09	.00	
Total RECREATION - PROGRAMS:				3,748.36	.00	
RECREATION - PARKS						
28-59-100-160.0 EMPLOYEE RECOGNITION						
ALBERTSONS LLC	8052541010183360	SNACKS - PARKS CREW	10/10/18	73.36	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 28-59-100-160.0 EMPLOYEE RECOGNITION:				73.36	.00	
28-59-150-210.0 DEPARTMENT SUPPLIES						
ALBERTSONS LLC	8094831011183360	WRESTLING HELMETS	10/11/18	16.97	.00	
BUILDERS FIRSTSOURCE INC.	1061778	CHISELS, HAMMER	10/09/18	65.97	.00	
KINETICO QUALITY WATER OF McCA	1531	WATER STAND RENTAL, WATER	09/30/18	42.80	.00	
MAY HARDWARE INC.	924617	BULK NAILS	10/03/18	3.92	.00	
MAY HARDWARE INC.	925346	GLOVES	10/10/18	20.69	.00	
MAY HARDWARE INC.	925853	GLOVES	10/15/18	30.58	.00	
MAY HARDWARE INC.	925868	ANTIFREEZE	10/15/18	7.00	.00	
MAY HARDWARE INC.	925877	SHEARS AND RAKE	10/15/18	41.38	.00	
MCCALL RENTALS INC.	120200	CUPSTONE, FLARING 5X2X5/8	10/11/18	19.62	.00	
Total 28-59-150-210.0 DEPARTMENT SUPPLIES:				248.93	.00	
28-59-150-211.0 BATHROOM SUPPLIES						
GEM STATE PAPER & SUPPLY	1267751-00	ICE MELT	09/28/18	392.00	.00	
GEM STATE PAPER & SUPPLY	1267918-00	HAND SOAP, PAPER TOWELS, CAN LIN	10/04/18	299.29	.00	
Total 28-59-150-211.0 BATHROOM SUPPLIES:				691.29	.00	
28-59-150-226.0 IRRIGATION-CTRL ID HIST MUSEUM						
MCCALL, CITY OF	1018152931	WATER	10/13/18	87.14	.00	
Total 28-59-150-226.0 IRRIGATION-CTRL ID HIST MUSEUM:				87.14	.00	
28-59-150-227.0 IRRIGATION MAINTENANCE						
CONSOLIDATED ELECTRICAL DIST	4438-486319	PVC, STEEL LOCKNUT, BUSHINGS	10/09/18	19.69	.00	
FERGUSON WATERWORKS	695635	ACME 950E 80PSI-26 SPO	09/17/18	278.00	.00	
MAY HARDWARE INC.	924605	GALV ELBOW, ANTIFREEZE	10/03/18	11.04	.00	
MAY HARDWARE INC.	924617	VALVE BOX W/LID	10/03/18	5.39	.00	
MAY HARDWARE INC.	924636	COUPLING, TEE PVC	10/03/18	16.44	.00	
MAY HARDWARE INC.	925225	HOSE ADAPTERS	10/09/18	10.33	.00	
MAY HARDWARE INC.	925513	3RD ST IRRIGATION REPAIR - VALVE A	10/11/18	9.43	.00	
MAY HARDWARE INC.	925520	FLAG MARK GLO	10/11/18	32.97	.00	
ROBERTSON SUPPLY INC.	4510950	CONDUIT	10/04/18	65.08	.00	
ROBERTSON SUPPLY INC.	4510971	ADAPTER, COUPLING	10/04/18	59.50	.00	
SILVER CREEK SUPPLY LLC	S1913284.002	HOSE SWIVEL	10/01/18	64.69	.00	
Total 28-59-150-227.0 IRRIGATION MAINTENANCE:				572.56	.00	
28-59-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	54407793-PR	FUEL - A/C #7898226308	10/06/18	939.63	.00	
Total 28-59-150-250.0 MOTOR FUELS AND LUBRICANTS:				939.63	.00	
28-59-150-300.0 PROFESSIONAL SERVICES						
SHADOW TRACKERS	RDK180514	BACKGROUND CHECKS	09/30/18	30.00	.00	
Total 28-59-150-300.0 PROFESSIONAL SERVICES:				30.00	.00	
28-59-150-420.0 TRAVEL AND MEETINGS						
U.S. BANK - CARD SERVICES	201809-WOLF	MEAL - UOI PRESENTATION	09/25/18	17.98	.00	
U.S. BANK - CARD SERVICES	201809-WOLF	MEAL - UOI PRESENTATION	09/25/18	8.42	.00	
Total 28-59-150-420.0 TRAVEL AND MEETINGS:				26.40	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
28-59-150-490.0 HEAT, LIGHTS, AND UTILITIES						
MCCALL, CITY OF	1018-156201	WATER	10/13/18	573.10	.00	
Total 28-59-150-490.0 HEAT, LIGHTS, AND UTILITIES:				573.10	.00	
28-59-150-510.0 RENTAL - MINOR EQUIPMENT						
McCALL RENTALS INC.	120189	RENTAL - AIR COMPRESSOR	10/12/18	612.00	.00	
McCALL RENTALS INC.	120200	RENTAL - GRINDER	10/11/18	33.00	.00	
Total 28-59-150-510.0 RENTAL - MINOR EQUIPMENT:				645.00	.00	
28-59-150-570.0 REPAIRS - BUILDING AND GROUNDS						
BUILDERS FIRSTSOURCE INC.	1061757	ROTARY SWING CHAIR MATERIALS	10/09/18	52.61	.00	
BUILDERS FIRSTSOURCE INC.	1061761	ROTARY SWING CHAIR MATERIALS	10/09/18	13.16	.00	
BUILDERS FIRSTSOURCE INC.	1061778	ROTARY SWING CHAIR MATERIALS	10/09/18	27.52	.00	
MAY HARDWARE INC.	924624	BULK NAILS	10/03/18	10.64	.00	
MAY HARDWARE INC.	924719	TUBE SAND	10/04/18	32.95	.00	
MAY HARDWARE INC.	924746	TUBE SAND	10/04/18	39.54	.00	
MAY HARDWARE INC.	924749	STAIN BRUSH, PAIL, FILM POLY	10/04/18	84.48	.00	
MAY HARDWARE INC.	925426	ROTARY SWING HARDWARE	10/10/18	83.21	.00	
RRB LAKE DEBRIS REMOVAL LLC	100418	LOG REMOVAL	10/04/18	400.00	.00	
Total 28-59-150-570.0 REPAIRS - BUILDING AND GROUNDS:				744.11	.00	
28-59-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
JERRY'S AUTO PARTS	066581	OIL FILTER, AIR FILTER	10/02/18	10.28	.00	
STERLING BATTERY CO.	G45038	BATTERIES	10/01/18	100.95	.00	
Total 28-59-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				111.23	.00	
28-59-200-701.0 LEGACY PARK REPAIR						
FALVEY'S LLC	945	LEGACY PARK PROMENADE REPAIR	10/17/18	8,945.12	.00	
Total 28-59-200-701.0 LEGACY PARK REPAIR:				8,945.12	.00	
Total RECREATION - PARKS:				13,687.87	.00	
Total RECREATION FUND:				17,436.23	.00	
AIRPORT FUND						
AIRPORT DEPARTMENT						
29-56-150-240.0 MINOR EQUIPMENT						
U.S. BANK - CARD SERVICES	201809-SCHERER	UNIDEN BEARCAT SCANNER	09/25/18	77.04	.00	
Total 29-56-150-240.0 MINOR EQUIPMENT:				77.04	.00	
29-56-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	54407795-A	FUEL - A/C #7898226365	10/06/18	166.23	.00	
Total 29-56-150-250.0 MOTOR FUELS AND LUBRICANTS:				166.23	.00	
29-56-150-350.0 ENGINEER SERVICES						
T-O ENGINEERS INC.	05113-7232	CONTINUING SERVICE FEE	09/10/18	1,200.00	.00	
Total 29-56-150-350.0 ENGINEER SERVICES:				1,200.00	.00	
29-56-150-570.0 REPAIRS - BUILDING AND GROUNDS						
ACTION GARAGE DOOR INC.	8346-1	GARAGE DOOR OPENER	09/30/18	1,390.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 29-56-150-570.0 REPAIRS - BUILDING AND GROUNDS:				1,390.00	.00	
29-56-150-590.0 REPAIRS - AIRPORT EQUIPMENT						
INTERSTATE BILLING SERVICE INC.	3012200062	REPAIRS - RUSH INT'L TRUCK	09/30/18	259.94	.00	
Total 29-56-150-590.0 REPAIRS - AIRPORT EQUIPMENT:				259.94	.00	
Total AIRPORT DEPARTMENT:				3,093.21	.00	
GRANT EXPENSES						
29-60-250-730.0 FEDERAL - AIP PROJECT						
GRANITE EXCAVATION INC.	AIP 3-16-0023-023-	NORTHEAST APRON RECONSTRUCTI	09/25/18	163,381.10-	.00	
T-O ENGINEERS INC.	160172-7264	AIRPORT - RECONSTRUCT GEN'L AVIA	09/12/18	41,035.16	.00	
Total 29-60-250-730.0 FEDERAL - AIP PROJECT:				122,345.94-	.00	
29-60-250-731.0 FEDERAL - CITY MATCH (AIP)						
GRANITE EXCAVATION INC.	AIP 3-16-0023-023-	NORTHEAST APRON RECONSTRUCTI	09/25/18	18,153.45-	.00	
T-O ENGINEERS INC.	160172-7264	AIRPORT - RECONSTRUCT GEN'L AVIA	09/12/18	4,559.46	.00	
Total 29-60-250-731.0 FEDERAL - CITY MATCH (AIP):				13,593.99-	.00	
Total GRANT EXPENSES:				135,939.93-	.00	
Total AIRPORT FUND:				132,846.72-	.00	
LOCAL OPTION TAX FUND						
LOCAL OPTION TAX DEPARTMENT						
31-49-150-300.0 PROFESSIONAL SERVICES						
SHADOW TRACKERS	RDK180514	BACKGROUND CHECKS	09/30/18	40.00	.00	
Total 31-49-150-300.0 PROFESSIONAL SERVICES:				40.00	.00	
31-49-200-700.0 REIMB. SEWER IMPROVEMENTS						
GRANITE EXCAVATION INC.	7892	2ND ST & LENORA PHASE 1A	09/30/18	78,468.10	.00	
GRANITE EXCAVATION INC.	7893	IDAHO ST/BROWN DRIVE RECONSTRU	09/30/18	8,354.75	.00	
HORROCKS ENGINEERS INC.	48632	PH 17-01 B IDAHO ST. RECONSTRUCTI	09/30/18	2,250.11	.00	
HORROCKS ENGINEERS INC.	48632	PH 17-03B 2ND ST & LENORA ST - PHA	09/30/18	757.91	.00	
Total 31-49-200-700.0 REIMB. SEWER IMPROVEMENTS:				89,830.87	.00	
31-49-200-704.0 DOWNTOWN CORE REDEVELOPMENT						
GRANITE EXCAVATION INC.	7892	2ND ST & LENORA PHASE 1A	09/30/18	61,273.69	.00	
HORROCKS ENGINEERS INC.	48632	PH 17-03A 2ND ST & LENORA ST FINAL	09/30/18	18,904.60	.00	
HORROCKS ENGINEERS INC.	48632	PH 17-03B 2ND ST & LENORA ST - PHA	09/30/18	3,726.42	.00	
KDZY 98.3 FM	18090218	RADIO SPOTS - DOWNTOWN CORE RE	09/30/18	100.00	.00	
STAR 95.5 FM McCALL	18090242	RADIO SPOTS - DOWNTOWN CORE RE	09/30/18	100.00	.00	
STAR NEWS, THE	52644	DISPLAY AD - DOWNTOWN CORE REC	09/30/18	462.00	.00	
Total 31-49-200-704.0 DOWNTOWN CORE REDEVELOPMENT:				84,566.71	.00	
31-49-200-705.0 IDAHO STREET						
GRANITE EXCAVATION INC.	7893	IDAHO ST/BROWN DRIVE RECONSTRU	09/30/18	253,024.37	.00	
HORROCKS ENGINEERS INC.	48632	PH 17-01 B IDAHO ST. RECONSTRUCTI	09/30/18	19,250.95	.00	
Total 31-49-200-705.0 IDAHO STREET:				272,275.32	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
31-49-200-709.0 DOWNTOWN CORE STUDY						
HORROCKS ENGINEERS INC.	48632	PH 17-03 DOWNTOWN CORE CONCEP/	09/30/18	2,673.17	.00	
Total 31-49-200-709.0 DOWNTOWN CORE STUDY:				2,673.17	.00	
Total LOCAL OPTION TAX DEPARTMENT:				449,386.07	.00	
Total LOCAL OPTION TAX FUND:				449,386.07	.00	
GOLF FUND						
GOLF OPERATIONS DEPARTMENT						
54-85-150-210.0 DEPARTMENT SUPPLIES						
ALSCO	LBO11643409	LAUNDRY	10/09/18	32.06	.00	
ALSCO	LBO11645318	LAUNDRY	10/16/18	32.06	.00	
GEM STATE PAPER & SUPPLY	1266267-00	BATH TISSUE, PAPER TOWELS	10/04/18	146.75	.00	
IDAHO GCSA	1714	VINYL GUARD	10/10/18	80.00	.00	
LAWSON PRODUCTS INC.	9306169328	BRAKE KLEAN, AIR INTAKE CLEANER	10/03/18	26.55	.00	
Total 54-85-150-210.0 DEPARTMENT SUPPLIES:				317.42	.00	
54-85-150-216.0 SUPPLIES - SEED, SOD						
WILBUR-ELLIS COMPANY LLC	12242292	70/30 BLUE RYE GRASS SEED	10/03/18	4,700.00	.00	
Total 54-85-150-216.0 SUPPLIES - SEED, SOD:				4,700.00	.00	
54-85-150-218.0 SUPPLIES - FERTILIZER						
IDAHO GCSA	1714	SIMPLOT GREENS PLANT PACKAGE	10/10/18	840.00	.00	
WILBUR-ELLIS COMPANY LLC	12242290	PELLETIZED DOLOMITE	10/03/18	313.95	.00	
Total 54-85-150-218.0 SUPPLIES - FERTILIZER:				1,153.95	.00	
54-85-150-222.0 CHEMICALS						
WILBUR-ELLIS COMPANY LLC	12248856	NUVAN PROSTRIPS	10/08/18	180.00	.00	
Total 54-85-150-222.0 CHEMICALS:				180.00	.00	
54-85-150-223.0 BIOLOGICAL PRODUCTS						
IDAHO GCSA	1714	EARTHWORKS	10/10/18	155.00	.00	
Total 54-85-150-223.0 BIOLOGICAL PRODUCTS:				155.00	.00	
54-85-150-227.0 IRRIGATION MAINTENANCE						
IDAHO GCSA	1714	RAIN BIRD 751 HEADS	10/10/18	540.00	.00	
Total 54-85-150-227.0 IRRIGATION MAINTENANCE:				540.00	.00	
54-85-150-240.0 MINOR EQUIPMENT						
McCORMICK, ERIC	20181012	TORO FLYMOWS	10/12/18	500.00	.00	
Total 54-85-150-240.0 MINOR EQUIPMENT:				500.00	.00	
54-85-150-440.0 PROFESSIONAL DEVELOPMENT						
U.S. BANK - CARD SERVICES	201809-MCCORMI	GCSAA MEMBERSHIP DUES	09/25/18	95.00	.00	
Total 54-85-150-440.0 PROFESSIONAL DEVELOPMENT:				95.00	.00	
54-85-150-460.0 TELEPHONE						
FRONTIER	1018-7160	PHONE SERVICE	10/07/18	34.99	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 54-85-150-460.0 TELEPHONE:				34.99	.00	
54-85-150-461.0 CABLE ONE INTERNET SERVICES						
U.S. BANK - CARD SERVICES	201809-MCCORMI	CABLE ONE INTERNET	09/25/18	93.94	.00	
Total 54-85-150-461.0 CABLE ONE INTERNET SERVICES:				93.94	.00	
54-85-150-490.0 HEAT, LIGHTS, AND UTILITIES						
AMERIGAS PROPANE L.P.	3083172257-G	PROPANE-#200810869-GOLF COURSE	09/30/18	48.04	.00	
MCCALL, CITY OF	1018-176451	WATER	10/13/18	39.12	.00	
Total 54-85-150-490.0 HEAT, LIGHTS, AND UTILITIES:				87.16	.00	
54-85-150-491.0 CLUBHOUSE-HEAT, LIGHTS, UTILS						
MCCALL, CITY OF	1018176501	WATER	10/13/18	56.16	.00	
Total 54-85-150-491.0 CLUBHOUSE-HEAT, LIGHTS, UTILS:				56.16	.00	
54-85-150-570.0 REPAIRS - BUILDING AND GROUNDS						
DANNY'S WELDING INC.	17-3890086	GRATE 2' X 6" X 5'	10/11/18	235.20	.00	
VALLEY PAVING & ASPHALT INC.	83164	3/4" CRUSHED BASE COARSE	10/16/18	301.70	.00	
Total 54-85-150-570.0 REPAIRS - BUILDING AND GROUNDS:				536.90	.00	
54-85-150-575.0 REPAIRS - CLUBHOUSE						
MAY HARDWARE INC.	925669	LAG BOLTS, WASHERS	10/12/18	5.36	.00	
Total 54-85-150-575.0 REPAIRS - CLUBHOUSE:				5.36	.00	
54-85-150-590.0 REPAIRS - OTHER EQUIPMENT						
JERRY'S AUTO PARTS	068694	OIL FILTERS AND AIR FILTERS	10/15/18	58.26	.00	
JERRY'S AUTO PARTS	069004	OIL FILTERS, SEAL, GAUGES	10/17/18	74.30	.00	
R & R PRODUCTS INC.	CD2285347	SOLID NEEDLE TINE	10/10/18	82.00	.00	
Total 54-85-150-590.0 REPAIRS - OTHER EQUIPMENT:				214.56	.00	
54-85-200-703.0 FACILITY IMPROVEMENTS						
ROCK-IT EXCAVATION LLC	1857	BACKFILL FOOTINGS AND PREP FOR	10/01/18	2,468.00	.00	
WILD, THOMAS I.	516557	LOGS FOR SHOP EXPANSION	10/09/18	384.00	.00	
Total 54-85-200-703.0 FACILITY IMPROVEMENTS:				2,852.00	.00	
Total GOLF OPERATIONS DEPARTMENT:				11,522.44	.00	
Total GOLF FUND:				11,522.44	.00	
WATER FUND						
WATER DISTRIBUTION						
60-64-150-210.0 DEPARTMENT SUPPLIES						
SPECIALTY CONSTRUCTION SUPPLY	178144-IN	MARKING PAINT - BLUE	10/01/18	65.02	.00	
STERLING BATTERY CO.	G45035	BATTERIES	10/01/18	49.91	.00	
Total 60-64-150-210.0 DEPARTMENT SUPPLIES:				114.93	.00	
60-64-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	54407794-WT	FUEL - A/C #7898226340	10/06/18	681.75	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 60-64-150-250.0 MOTOR FUELS AND LUBRICANTS:				681.75	.00	
60-64-150-300.0 PROFESSIONAL SERVICES						
DIGLINE INC.	59069-IN	A/C #415 - 81 ADDITIONAL CALLS	09/30/18	72.50	.00	
Total 60-64-150-300.0 PROFESSIONAL SERVICES:				72.50	.00	
60-64-150-300.1 PROF. SVCS. - RATE STUDY						
HORROCKS ENGINEERS INC.	48632	PH 18-02 WATER RATE STUDY	09/30/18	83.30	.00	
Total 60-64-150-300.1 PROF. SVCS. - RATE STUDY:				83.30	.00	
60-64-150-440.0 PROFESSIONAL DEVELOPMENT						
U.S. BANK - CARD SERVICES	201809-DELLWO	LODGING - D. JESSEN (3 NIGHTS)	09/25/18	266.43	.00	
Total 60-64-150-440.0 PROFESSIONAL DEVELOPMENT:				266.43	.00	
60-64-150-560.0 REPAIRS - OFFICE EQUIPMENT						
RICOH AMERICAS CORP.	5054665624-WT	RICOH MPC2004EX MAINT. AGREEME	10/01/18	8.62	.00	
Total 60-64-150-560.0 REPAIRS - OFFICE EQUIPMENT:				8.62	.00	
60-64-200-703.0 WATER LINE IMPR. - LOT STREETS						
GRANITE EXCAVATION INC.	7892	2ND ST & LENORA PHASE 1A	09/30/18	31,337.41	.00	
GRANITE EXCAVATION INC.	7893	IDAHO ST/BROWN DRIVE RECONSTRU	09/30/18	1,744.20	.00	
HORROCKS ENGINEERS INC.	48632	PH 17-01 B IDAHO ST. RECONSTRUCTI	09/30/18	3,500.18	.00	
HORROCKS ENGINEERS INC.	48632	PH 17-03B 2ND ST & LENORA ST - PHA	09/30/18	1,831.63	.00	
Total 60-64-200-703.0 WATER LINE IMPR. - LOT STREETS:				38,413.42	.00	
60-64-200-717.0 SCADA						
CONTROL ENGINEERS PA	25832	SCADA SYSTEM UPGRADES	09/05/18	18,402.86	.00	
Total 60-64-200-717.0 SCADA:				18,402.86	.00	
Total WATER DISTRIBUTION:				58,043.81	.00	
WATER TREATMENT						
60-65-100-156.0 CLOTHING/UNIFORMS						
D & B SUPPLY CO.	19574459	PANTS - LAFAY	09/19/18	107.87	.00	
Total 60-65-100-156.0 CLOTHING/UNIFORMS:				107.87	.00	
60-65-150-210.0 DEPARTMENT SUPPLIES						
MAY HARDWARE INC.	925212	TRASH BAGS	10/09/18	19.98	.00	
Total 60-65-150-210.0 DEPARTMENT SUPPLIES:				19.98	.00	
60-65-150-222.0 CHEMICALS						
THATCHER COMPANY	1452599	CHEMICALS	09/20/18	711.20	.00	
Total 60-65-150-222.0 CHEMICALS:				711.20	.00	
60-65-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	54407794-WT	FUEL - A/C #7898226340	10/06/18	191.98	.00	
U.S. BANK - CARD SERVICES	201809-DELLWO	FUEL - TRAINING	09/25/18	71.75	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 60-65-150-250.0 MOTOR FUELS AND LUBRICANTS:				263.73	.00	
60-65-150-300.0 PROFESSIONAL SERVICES						
MOUNTAIN ALARM	1652721	SECURITY MONITORING #3004958	10/01/18	99.00	.00	
WIN-911 SOFTWARE	151XT388-2018121	WIN-911 MAINT/SUPPORT RENEWAL	10/01/18	495.00	.00	
Total 60-65-150-300.0 PROFESSIONAL SERVICES:				594.00	.00	
60-65-150-302.0 LABORATORY TESTING						
ANALYTICAL LABORATORIES INC.	57203	TESTING - WATER TREATMENT	09/30/18	258.93	.00	
Total 60-65-150-302.0 LABORATORY TESTING:				258.93	.00	
60-65-150-350.0 ENGINEER SERVICES						
HORROCKS ENGINEERS INC.	48632	PH 18-03 MISC. WATER ENGINEERING	09/30/18	1,631.50	.00	
Total 60-65-150-350.0 ENGINEER SERVICES:				1,631.50	.00	
60-65-150-440.0 PROFESSIONAL DEVELOPMENT						
U.S. BANK - CARD SERVICES	201809-DELLWO	LODGING - M. DELLWO (3 NIGHTS)	09/25/18	266.43	.00	
Total 60-65-150-440.0 PROFESSIONAL DEVELOPMENT:				266.43	.00	
60-65-150-490.0 HEAT, LIGHTS, AND UTILITIES						
AMERIGAS PROPANE L.P.	3083172260-WT	PROPANE-#200810869-WATERPLANT	09/30/18	782.71	.00	
PAYETTE LAKES RECREATIONAL	10/18-0516	SEWER FEES	10/01/18	1,653.75	.00	
Total 60-65-150-490.0 HEAT, LIGHTS, AND UTILITIES:				2,436.46	.00	
60-65-200-706.0 INTAKE BLDG IMPROVEMENTS						
HORROCKS ENGINEERS INC.	48632	PH 18-04 PRELIM ENG RPT LEGACY P	09/30/18	856.79	.00	
HORROCKS ENGINEERS INC.	48632	PH 18-04A LEGACY PARK PUMP STATI	09/30/18	501.50	.00	
Total 60-65-200-706.0 INTAKE BLDG IMPROVEMENTS:				1,358.29	.00	
60-65-200-717.0 SCADA						
CONTROL ENGINEERS PA	25832	SCADA SYSTEM UPGRADES	09/05/18	18,402.85	.00	
Total 60-65-200-717.0 SCADA:				18,402.85	.00	
Total WATER TREATMENT:				26,051.24	.00	
Total WATER FUND:				84,095.05	.00	
Grand Totals:				535,238.76	602.14	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
LIBRARY FUND						
LIBRARY DEPARTMENT						
25-57-150-200.0 OFFICE SUPPLIES						
ALBERTSONS LLC	808319-092818-336	CUPS/CLEANING PRODUCTS	09/28/18	7.48	.00	
Total 25-57-150-200.0 OFFICE SUPPLIES:				7.48	.00	
25-57-150-210.0 DEPARTMENT SUPPLIES						
DEMCO INC.	6457673	BOOK COVERS, TAPE, LABELS, LAMIN	09/21/18	430.35	.00	
U.S. BANK - CARD SERVICES	201809-LOJEK	GIFT CERT - ADULT READINGS PBS 10	09/25/18	50.00	.00	
Total 25-57-150-210.0 DEPARTMENT SUPPLIES:				480.35	.00	
25-57-150-234.0 SOFTWARE						
U.S. BANK - CARD SERVICES	201809-LOJEK	SOFTERWARE SUBSCRIPTION EXTEN	09/25/18	1,309.20	.00	
Total 25-57-150-234.0 SOFTWARE:				1,309.20	.00	
25-57-150-300.0 PROFESSIONAL SERVICES						
RUSH, AMY	18	FUNDRAISING COORDINATOR SERVIC	10/04/18	1,300.00	.00	
Total 25-57-150-300.0 PROFESSIONAL SERVICES:				1,300.00	.00	
25-57-150-420.0 TRAVEL AND MEETINGS						
LOJEK, MARGARET	20180924-2	REIMB. - MEALS - DESIGN INSTITUTE	09/24/18	68.45	.00	
U.S. BANK - CARD SERVICES	201809-LOJEK	MEAL - DESIGN INST/LSTA/ICFL - M. LO	09/25/18	6.99	.00	
Total 25-57-150-420.0 TRAVEL AND MEETINGS:				75.44	.00	
25-57-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS						
REDISCOVERED BOOKSHOP	348062	BOOKS	09/22/18	261.91	.00	
Total 25-57-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS:				261.91	.00	
25-57-150-440.0 PROFESSIONAL DEVELOPMENT						
U.S. BANK - CARD SERVICES	201809-LOJEK	LIBRARIES ROCK CONFERENCE - M. L	09/25/18	160.00	.00	
Total 25-57-150-440.0 PROFESSIONAL DEVELOPMENT:				160.00	.00	
25-57-150-461.0 CABLEONE INTERNET SERVICES						
U.S. BANK - CARD SERVICES	201809-LOJEK	CABLE ONE	09/25/18	78.44	.00	
Total 25-57-150-461.0 CABLEONE INTERNET SERVICES:				78.44	.00	
25-57-150-500.0 RENTAL - OFFICE EQUIPMENT						
RICOH AMERICAS CORP.	9026654991-L	RICOH MPC2003 COPIER LEASE	10/02/18	98.12	.00	
RICOH AMERICAS CORP.	9026654991-L	RICOH MPC2003 MAINT. AGREEMENT	10/02/18	41.94	.00	
Total 25-57-150-500.0 RENTAL - OFFICE EQUIPMENT:				140.06	.00	
25-57-150-570.0 REPAIRS - BUILDING AND GROUNDS						
A-1 HEATING & AIR CONDITIONING	379592	FILTER REPLACEMENT	09/27/18	34.00	.00	
Total 25-57-150-570.0 REPAIRS - BUILDING AND GROUNDS:				34.00	.00	
Total LIBRARY DEPARTMENT:				3,846.88	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GRANT EXPENSES						
25-60-250-670.0 GRANTS						
ALBERTSONS LLC	4352300917183360	STEM AC GRANT SUPPLIES	09/17/18	1.71	.00	
ALBERTSONS LLC	7217440911183360	STEM AC GRANT SUPPLIES	09/11/18	24.15	.00	
ALBERTSONS LLC	8059310907183360	STEM AC GRANT SUPPLIES	09/07/18	31.90	.00	
GIRL SCOUTS OF SILVER SAGE COU	GIRL SCOUTS 100	STEM SUBGRANT AWARD AGREEMEN	10/01/18	1,000.00	.00	
HORIZONS' LIFESTYLE AND EDUCATI	HORIZONS-10-1-18	STEM SUBGRANT AWARD AGREEMEN	10/01/18	1,000.00	.00	
LOJEK, MARGARET	20180924-2	REIMB. - PARKING AND FUEL-DESIGN I	09/24/18	59.50	.00	
KBS BURRITOS	01121	STEM AC GRANT MEALS FOR MEETIN	09/12/18	179.54	.00	
STAR NEWS, THE	52646	DISPLAY AD - FILM SOCIETY	09/30/18	275.00	.00	
U.S. BANK - CARD SERVICES	201809-LOJEK	AIR FARE - M. LOJEK	09/25/18	441.89	.00	
U.S. BANK - CARD SERVICES	201809-LOJEK	STEM AC GRANT - STACEY CAKES	09/25/18	18.00	.00	
U.S. BANK - CARD SERVICES	201809-LOJEK	STEM AC GRANT - MT. JAVA	09/25/18	12.85	.00	
VEG'D OUT LLC	MPL-01	STEM AC GRANT MEALS EXPENSE - 3	09/28/18	640.00	.00	
Total 25-60-250-670.0 GRANTS:				3,684.54	.00	
Total GRANT EXPENSES:				3,684.54	.00	
Total LIBRARY FUND:				7,531.42	.00	
Grand Totals:				7,531.42	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
A-1 HEATING & AIR CONDITIONING					
1145	A-1 HEATING & AIR CONDITION	379591	MVP FULL SYSTEM MAINT. - HE	09/27/18	175.00
1145	A-1 HEATING & AIR CONDITION	379594	MVP FULL SYSTEM MAINT. - HE	09/28/18	175.00
Total A-1 HEATING & AIR CONDITIONING:					350.00
ACTION GARAGE DOOR INC.					
1370	ACTION GARAGE DOOR INC.	8346-1	GARAGE DOOR OPENER	09/30/18	1,390.00
Total ACTION GARAGE DOOR INC.:					1,390.00
ALBERTSONS LLC					
1850	ALBERTSONS LLC	721793-09111	SNACKS - STAFF MEETING/BEN	09/11/18	14.82
1850	ALBERTSONS LLC	729092-09161	SNACKS - STAFF MEETING/BEN	09/06/18	37.25
1850	ALBERTSONS LLC	805254101018	SNACKS - PARKS CREW	10/10/18	73.36
1850	ALBERTSONS LLC	809483101118	WRESTLING HELMETS	10/11/18	16.97
Total ALBERTSONS LLC:					142.40
ALSCO					
2300	ALSCO	LBOI1643409	LAUNDRY	10/09/18	32.06
2300	ALSCO	LBOI1645318	LAUNDRY	10/16/18	32.06
Total ALSCO:					64.12
AMERIGAS PROPANE L.P.					
2700	AMERIGAS PROPANE L.P.	3083172257-G	PROPANE-#200810869-GOLF CO	09/30/18	48.04
2700	AMERIGAS PROPANE L.P.	3083172260-W	PROPANE-#200810869-WATERP	09/30/18	782.71
Total AMERIGAS PROPANE L.P.:					830.75
ANALYTICAL LABORATORIES INC.					
2790	ANALYTICAL LABORATORIES I	57203	TESTING - WATER TREATMENT	09/30/18	258.93
Total ANALYTICAL LABORATORIES INC.:					258.93
ANATUM GEOMOBILE SOLUTIONS LLC					
2795	ANATUM GEOMOBILE SOLUTIO	1189	ARROW GOLD RTK GNSS	10/05/18	7,995.00
Total ANATUM GEOMOBILE SOLUTIONS LLC:					7,995.00
BSN SPORTS LLC					
5710	BSN SPORTS LLC	903268433	VOLLEYBALL HEADBANDS	10/06/18	44.94
Total BSN SPORTS LLC:					44.94
BUILDERS FIRSTSOURCE INC.					
5763	BUILDERS FIRSTSOURCE INC.	1061757	ROTARY SWING CHAIR MATERI	10/09/18	52.61
5763	BUILDERS FIRSTSOURCE INC.	1061761	ROTARY SWING CHAIR MATERI	10/09/18	13.16
5763	BUILDERS FIRSTSOURCE INC.	1061778	ROTARY SWING CHAIR MATERI	10/09/18	27.52
5763	BUILDERS FIRSTSOURCE INC.	1061778	CHISELS, HAMMER	10/09/18	65.97
Total BUILDERS FIRSTSOURCE INC.:					159.26

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
CASEBOISE LLC					
6415	CASEBOISE LLC	1200	MOVE POLICE DEPARTMENT TO	10/04/18	1,193.75
	Total CASEBOISE LLC:				1,193.75
CDW GOVERNMENT INC.					
6530	CDW GOVERNMENT INC.	PJK6864	ASUS 27 VN279QL LED'S	09/25/18	417.98
	Total CDW GOVERNMENT INC.:				417.98
CHEVRON TEXACO					
6760	CHEVRON TEXACO	54407790-CD	FUEL - A/C #7898226258	10/06/18	148.39
6760	CHEVRON TEXACO	54407791-PD	FUEL - A/C #7898226282	10/06/18	2,109.32
6760	CHEVRON TEXACO	54407792-PW	FUEL - A/C #7898226290	10/06/18	2,204.05
6760	CHEVRON TEXACO	54407793-PR	FUEL - A/C #7898226308	10/06/18	939.63
6760	CHEVRON TEXACO	54407794-WT	FUEL - A/C #7898226340	10/06/18	681.75
6760	CHEVRON TEXACO	54407794-WT	FUEL - A/C #7898226340	10/06/18	191.98
6760	CHEVRON TEXACO	54407795-A	FUEL - A/C #7898226365	10/06/18	166.23
6760	CHEVRON TEXACO	54407987-IT	FUEL - A/C #6000643053	10/06/18	30.09
	Total CHEVRON TEXACO:				6,471.44
COMPUTER ARTS INC.					
7630	COMPUTER ARTS INC.	28144	ANNUAL MAINTENANCE	10/01/18	3,711.00
7630	COMPUTER ARTS INC.	28144	ANNUAL TELEPHONE SUPPORT	10/01/18	1,200.00
	Total COMPUTER ARTS INC.:				4,911.00
CONSOLIDATED ELECTRICAL DIST					
7720	CONSOLIDATED ELECTRICAL	4438-486319	PVC, STEEL LOCKNUT, BUSHIN	10/09/18	19.69
	Total CONSOLIDATED ELECTRICAL DIST:				19.69
CONTROL ENGINEERS PA					
7785	CONTROL ENGINEERS PA	25832	SCADA SYSTEM UPGRADES	09/05/18	18,402.86
7785	CONTROL ENGINEERS PA	25832	SCADA SYSTEM UPGRADES	09/05/18	18,402.85
	Total CONTROL ENGINEERS PA:				36,805.71
D & B SUPPLY CO.					
8440	D & B SUPPLY CO.	17118	PANTS	10/06/18	155.73
8440	D & B SUPPLY CO.	19574459	PANTS - LAFAY	09/19/18	107.87
	Total D & B SUPPLY CO.:				263.60
DANNY'S WELDING INC.					
8540	DANNY'S WELDING INC.	17-3890086	GRATE 2' X 6" X 5'	10/11/18	235.20
	Total DANNY'S WELDING INC.:				235.20
DIGLINE INC.					
9140	DIGLINE INC.	59069-IN	A/C #415 - 81 ADDITIONAL CALL	09/30/18	72.49
9140	DIGLINE INC.	59069-IN	A/C #415 - 81 ADDITIONAL CALL	09/30/18	72.50
9140	DIGLINE INC.	59069-IN	A/C #415 - 81 ADDITIONAL CALL	09/30/18	21.48

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total DIGLINE INC.:					166.47
DODD, DEL & ARLENE					
99901	DODD, DEL & ARLENE	123651-2	REFUND - UTILITY A/C #1.2365.1	10/15/18	43.22
Total DODD, DEL & ARLENE:					43.22
FAETH FABRICATION & WELDING LLC					
10375	FAETH FABRICATION & WELDI	263217	MODIFY LOCK BOX	10/04/18	200.00
Total FAETH FABRICATION & WELDING LLC:					200.00
FALVEY'S LLC					
10495	FALVEY'S LLC	5A-PD RENOV	REMODEL OF 550 E DEINHARD L	09/30/18	34,742.32
10495	FALVEY'S LLC	6-PD RENOVA	REMODEL OF 550 E DEINHARD L	10/03/18	3,177.52
10495	FALVEY'S LLC	7-PD RENOVA	REMODEL OF 550 E DEINHARD L	09/30/18	4,354.35
10495	FALVEY'S LLC	945	LEGACY PARK PROMENADE RE	10/17/18	8,945.12
Total FALVEY'S LLC:					51,219.31
FERGUSON WATERWORKS					
10750	FERGUSON WATERWORKS	695635	ACME 950E 80PSI-26 SPO	09/17/18	278.00
Total FERGUSON WATERWORKS:					278.00
FRONTIER					
11500	FRONTIER	1018-7160	PHONE SERVICE	10/07/18	34.99
Total FRONTIER:					34.99
GEM STATE PAPER & SUPPLY					
11940	GEM STATE PAPER & SUPPLY	1266267-00	BATH TISSUE, PAPER TOWELS	10/04/18	146.75
11940	GEM STATE PAPER & SUPPLY	1267751-00	ICE MELT	09/28/18	392.00
11940	GEM STATE PAPER & SUPPLY	1267916-00	PAPER TOWELS, HAND SOAP, B	10/04/18	180.99
11940	GEM STATE PAPER & SUPPLY	1267918-00	HAND SOAP, PAPER TOWELS, C	10/04/18	299.29
Total GEM STATE PAPER & SUPPLY:					1,019.03
GRANITE EXCAVATION INC.					
12385	GRANITE EXCAVATION INC.	7892	2ND ST & LENORA PHASE 1A	09/30/18	61,273.69
12385	GRANITE EXCAVATION INC.	7892	2ND ST & LENORA PHASE 1A	09/30/18	31,337.41
12385	GRANITE EXCAVATION INC.	7892	2ND ST & LENORA PHASE 1A	09/30/18	78,468.10
12385	GRANITE EXCAVATION INC.	7893	IDAHO ST/BROWN DRIVE RECO	09/30/18	1,744.20
12385	GRANITE EXCAVATION INC.	7893	IDAHO ST/BROWN DRIVE RECO	09/30/18	253,024.37
12385	GRANITE EXCAVATION INC.	7893	IDAHO ST/BROWN DRIVE RECO	09/30/18	8,354.75
12385	GRANITE EXCAVATION INC.	7902	MOBILIZATION	10/08/18	558.25
12385	GRANITE EXCAVATION INC.	7902	REMOVAL OF ASPHALT	10/08/18	4,025.70
12385	GRANITE EXCAVATION INC.	7902	SUBGRADE (SF)	10/08/18	2,112.00
12385	GRANITE EXCAVATION INC.	7902	ASPHALT (SF)	10/08/18	10,320.00
12385	GRANITE EXCAVATION INC.	7902	TRAFFIC CONTROL	10/08/18	1,339.80
12385	GRANITE EXCAVATION INC.	AIP 3-16-0023-	NORTHEAST APRON RECONST	09/25/18	18,153.45-
12385	GRANITE EXCAVATION INC.	AIP 3-16-0023-	NORTHEAST APRON RECONST	09/25/18	163,381.10-

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total GRANITE EXCAVATION INC.:					271,023.72
GROVE, KEVIN					
99894	GROVE, KEVIN	230662	REFUND - UTILITY A/C #2.3066.2	10/08/18	55.33
Total GROVE, KEVIN:					55.33
HAMPTON INN & SUITES - BOISE/MERIDIAN					
12890	HAMPTON INN & SUITES - BOIS	326720A	JULIA KOLANO, 2 NIGHTS LODGI	10/10/18	188.00
Total HAMPTON INN & SUITES - BOISE/MERIDIAN:					188.00
HORROCKS ENGINEERS INC.					
14123	HORROCKS ENGINEERS INC.	48632	PH 17-01 B IDAHO ST. RECONST	09/30/18	2,250.11
14123	HORROCKS ENGINEERS INC.	48632	PH 17-01 B IDAHO ST. RECONST	09/30/18	3,500.18
14123	HORROCKS ENGINEERS INC.	48632	PH 17-01 B IDAHO ST. RECONST	09/30/18	19,250.95
14123	HORROCKS ENGINEERS INC.	48632	PH 17-03 DOWNTOWN CORE CO	09/30/18	2,673.17
14123	HORROCKS ENGINEERS INC.	48632	PH 17-03A 2ND ST & LENORA ST	09/30/18	18,904.60
14123	HORROCKS ENGINEERS INC.	48632	PH 17-03B 2ND ST & LENORA ST	09/30/18	757.91
14123	HORROCKS ENGINEERS INC.	48632	PH 17-03B 2ND ST & LENORA ST	09/30/18	1,831.63
14123	HORROCKS ENGINEERS INC.	48632	PH 17-03B 2ND ST & LENORA ST	09/30/18	3,726.42
14123	HORROCKS ENGINEERS INC.	48632	PH 17-04 MISC TRANS. ENG. SV	09/30/18	1,075.19
14123	HORROCKS ENGINEERS INC.	48632	PH 18-02 WATER RATE STUDY	09/30/18	83.30
14123	HORROCKS ENGINEERS INC.	48632	PH 18-03 MISC. WATER ENGINE	09/30/18	1,631.50
14123	HORROCKS ENGINEERS INC.	48632	PH 18-04 PRELIM ENG RPT LEG	09/30/18	856.79
14123	HORROCKS ENGINEERS INC.	48632	PH 18-04A LEGACY PARK PUMP	09/30/18	501.50
Total HORROCKS ENGINEERS INC.:					57,043.25
HUDSON, REESE & KATIE					
98970	HUDSON, REESE & KATIE	20180930	REFUND - REMAINDER OF BRO	09/30/18	100.00
Total HUDSON, REESE & KATIE:					100.00
IDAHO CHILD SUPPORT RECEIPTING					
14860	IDAHO CHILD SUPPORT RECEI	20181012-1	CHILD SUPPORT - #335546	10/12/18	178.14
14860	IDAHO CHILD SUPPORT RECEI	20181012-2	CHILD SUPPORT - #195240	10/12/18	187.38
14860	IDAHO CHILD SUPPORT RECEI	20181012-4	CHILD SUPPORT - #301057	10/12/18	236.62
Total IDAHO CHILD SUPPORT RECEIPTING:					602.14
IDAHO GCSA					
15135	IDAHO GCSA	1714	RAIN BIRD 751 HEADS	10/10/18	540.00
15135	IDAHO GCSA	1714	SIMPLOT GREENS PLANT PACK	10/10/18	840.00
15135	IDAHO GCSA	1714	VINYL GUARD	10/10/18	80.00
15135	IDAHO GCSA	1714	EARTHWORKS	10/10/18	155.00
Total IDAHO GCSA:					1,615.00
INTERSTATE BILLING SERVICE INC.					
16307	INTERSTATE BILLING SERVICE	3012200062	REPAIRS - RUSH INT'L TRUCK	09/30/18	259.94

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total INTERSTATE BILLING SERVICE INC.:					259.94
JERRY'S AUTO PARTS					
16890	JERRY'S AUTO PARTS	066547	AIR FILTER, OIL FILTER	10/02/18	42.62
16890	JERRY'S AUTO PARTS	066581	OIL FILTER, AIR FILTER	10/02/18	10.28
16890	JERRY'S AUTO PARTS	066867	BRAKE ROTOR HUB	10/03/18	108.86
16890	JERRY'S AUTO PARTS	067678	TRAILER CABLE	10/09/18	60.80
16890	JERRY'S AUTO PARTS	067875	ADJUSTABLE WRENCH	10/10/18	7.13
16890	JERRY'S AUTO PARTS	068221	BATTERIES	10/12/18	12.22
16890	JERRY'S AUTO PARTS	068694	OIL FILTERS AND AIR FILTERS	10/15/18	58.26
16890	JERRY'S AUTO PARTS	069004	OIL FILTERS, SEAL, GAUGES	10/17/18	74.30
Total JERRY'S AUTO PARTS:					374.47
KDZY 98.3 FM					
17290	KDZY 98.3 FM	18090218	RADIO SPOTS - DOWNTOWN CO	09/30/18	100.00
Total KDZY 98.3 FM:					100.00
KINETICO QUALITY WATER OF McCALL					
17550	KINETICO QUALITY WATER OF	1531	WATER STAND RENTAL, WATER	09/30/18	42.80
Total KINETICO QUALITY WATER OF McCALL:					42.80
LAWSON PRODUCTS INC.					
18440	LAWSON PRODUCTS INC.	9306169328	BRAKE KLEAN, AIR INTAKE CLE	10/03/18	26.55
Total LAWSON PRODUCTS INC.:					26.55
LES SCHWAB TIRE CENTERS					
18700	LES SCHWAB TIRE CENTERS	12500210263	DISMOUNT & MOUNT TIRES	09/29/18	35.75
Total LES SCHWAB TIRE CENTERS:					35.75
Lowen, Zachary Allen					
99984	Lowen, Zachary Allen	101618	WRESTLING INSTRUCTOR	09/30/18	175.00
Total Lowen, Zachary Allen:					175.00
MAY HARDWARE INC.					
20160	MAY HARDWARE INC.	924605	GALV ELBOW, ANTIFREEZE	10/03/18	11.04
20160	MAY HARDWARE INC.	924614	TAPE MEASURE	10/03/18	15.29
20160	MAY HARDWARE INC.	924617	VALVE BOX W/LID	10/03/18	5.39
20160	MAY HARDWARE INC.	924617	BULK NAILS	10/03/18	3.92
20160	MAY HARDWARE INC.	924624	BULK NAILS	10/03/18	10.64
20160	MAY HARDWARE INC.	924636	COUPLING, TEE PVC	10/03/18	16.44
20160	MAY HARDWARE INC.	924667	COMBO PADLOCK LONG SHACK	10/03/18	31.48
20160	MAY HARDWARE INC.	924680	HOOK, MOUNT STRIPS, HANGE	10/03/18	48.88
20160	MAY HARDWARE INC.	924719	TUBE SAND	10/04/18	32.95
20160	MAY HARDWARE INC.	924746	TUBE SAND	10/04/18	39.54
20160	MAY HARDWARE INC.	924749	STAIN BRUSH, PAIL, FILM POLY	10/04/18	84.48
20160	MAY HARDWARE INC.	924883	DOOR STOP, VELCRO TAPE, HA	10/05/18	64.71
20160	MAY HARDWARE INC.	925212	TRASH BAGS	10/09/18	19.98

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
20160	MAY HARDWARE INC.	925225	HOSE ADAPTERS	10/09/18	10.33
20160	MAY HARDWARE INC.	925346	GLOVES	10/10/18	20.69
20160	MAY HARDWARE INC.	925380	SPRAYPAINT	10/10/18	20.65
20160	MAY HARDWARE INC.	925426	ROTARY SWING HARDWARE	10/10/18	83.21
20160	MAY HARDWARE INC.	925510	GORILLA TAPE	10/11/18	8.54
20160	MAY HARDWARE INC.	925513	3RD ST IRRIGATION REPAIR - V	10/11/18	9.43
20160	MAY HARDWARE INC.	925520	FLAG MARK GLO	10/11/18	32.97
20160	MAY HARDWARE INC.	925669	LAG BOLTS, WASHERS	10/12/18	5.36
20160	MAY HARDWARE INC.	925853	GLOVES	10/15/18	30.58
20160	MAY HARDWARE INC.	925868	ANTIFREEZE	10/15/18	7.00
20160	MAY HARDWARE INC.	925877	SHEARS AND RAKE	10/15/18	41.38
Total MAY HARDWARE INC.:					654.88
McCALL DELIVERY SERVICE					
20462	McCALL DELIVERY SERVICE	2018-0830	DELIVERY - INTERSTATE PLASTI	10/05/18	30.00
Total McCALL DELIVERY SERVICE:					30.00
McCALL RENTALS INC.					
20720	McCALL RENTALS INC.	120189	RENTAL - AIR COMPRESSOR	10/12/18	612.00
20720	McCALL RENTALS INC.	120200	CUPSTONE, FLARING 5X2X5/8	10/11/18	19.62
20720	McCALL RENTALS INC.	120200	RENTAL - GRINDER	10/11/18	33.00
Total McCALL RENTALS INC.:					664.62
MCCALL, CITY OF					
6960	MCCALL, CITY OF	1018125601	WATER	10/13/18	44.09
6960	MCCALL, CITY OF	1018152931	WATER	10/13/18	87.14
6960	MCCALL, CITY OF	1018-156201	WATER	10/13/18	573.10
6960	MCCALL, CITY OF	1018-176451	WATER	10/13/18	39.12
6960	MCCALL, CITY OF	1018176501	WATER	10/13/18	56.16
6960	MCCALL, CITY OF	1018182601	WATER	10/13/18	155.77
6960	MCCALL, CITY OF	1018-182702	WATER	10/15/18	38.41
Total MCCALL, CITY OF:					993.79
McCALL-DONNELLY JT. SCHOOL					
20860	McCALL-DONNELLY JT. SCHOO	310	GYM RENTAL - INDOOR SOCCE	10/15/18	225.00
Total McCALL-DONNELLY JT. SCHOOL:					225.00
McCORMICK, ERIC					
20930	McCORMICK, ERIC	20181012	TORO FLYMOWS	10/12/18	500.00
Total McCORMICK, ERIC:					500.00
MOUNTAIN ALARM					
10900	MOUNTAIN ALARM	1652721	SECURITY MONITORING #30049	10/01/18	99.00
Total MOUNTAIN ALARM:					99.00
MULDOON, JENNIFER & KEVIN					
99984	MULDOON, JENNIFER & KEVIN	182892	UTILITY ACCOUNT REFUND	10/15/18	400.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total MULDOON, JENNIFER & KEVIN:					400.00
NORCO INC.					
22940	NORCO INC.	24861320	CARBON DIOXIDE/ARGON	10/09/18	59.73
22940	NORCO INC.	24861320	CARBON DIOXIDE/ARGON	10/09/18	16.56
Total NORCO INC.:					76.29
OFFICE SAVERS ONLINE					
22363	OFFICE SAVERS ONLINE	22018-001	SUPPLIES	09/27/18	36.99
22363	OFFICE SAVERS ONLINE	22018-001	SUPPLIES	09/27/18	264.20
Total OFFICE SAVERS ONLINE:					301.19
PAYETTE LAKES RECREATIONAL					
24120	PAYETTE LAKES RECREATION	10/18-0516	SEWER FEES	10/01/18	1,653.75
Total PAYETTE LAKES RECREATIONAL:					1,653.75
PCMG INC.					
24220	PCMG INC.	PINV341348	SERVICES - O365 & HOSTED EX	09/30/18	5,382.50
Total PCMG INC.:					5,382.50
PRIMA, IDAHO CHAPTER OF					
24875	PRIMA, IDAHO CHAPTER OF	20181031	FALL TRAINING - S. TYLER	10/12/18	50.00
Total PRIMA, IDAHO CHAPTER OF:					50.00
R & R PRODUCTS INC.					
25320	R & R PRODUCTS INC.	CD2285347	SOLID NEEDLE TINE	10/10/18	82.00
Total R & R PRODUCTS INC.:					82.00
RICOH AMERICAS CORP.					
25770	RICOH AMERICAS CORP.	5054652755-C	RICOH MPC6004 MAINT. AGREE	09/29/18	189.47
25770	RICOH AMERICAS CORP.	5054665624-W	RICOH MPC2004EX MAINT. AGR	10/01/18	8.62
Total RICOH AMERICAS CORP.:					198.09
RIDLEY'S FAMILY MARKETS					
25800	RIDLEY'S FAMILY MARKETS	8001550442	PANTS	10/01/18	79.88
Total RIDLEY'S FAMILY MARKETS:					79.88
ROBERTSON SUPPLY INC.					
26140	ROBERTSON SUPPLY INC.	4510950	CONDUIT	10/04/18	65.08
26140	ROBERTSON SUPPLY INC.	4510971	ADAPTER, COUPLING	10/04/18	59.50
Total ROBERTSON SUPPLY INC.:					124.58
ROCK-IT EXCAVATION LLC					
26185	ROCK-IT EXCAVATION LLC	1857	BACKFILL FOOTINGS AND PREP	10/01/18	2,468.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total ROCK-IT EXCAVATION LLC:					2,468.00
RRB LAKE DEBRIS REMOVAL LLC					
26635	RRB LAKE DEBRIS REMOVAL L	100418	LOG REMOVAL	10/04/18	400.00
Total RRB LAKE DEBRIS REMOVAL LLC:					400.00
SHADOW TRACKERS					
27504	SHADOW TRACKERS	RDK180514	BACKGROUND CHECKS	09/30/18	30.00
27504	SHADOW TRACKERS	RDK180514	BACKGROUND CHECKS	09/30/18	100.00
27504	SHADOW TRACKERS	RDK180514	BACKGROUND CHECKS	09/30/18	40.00
Total SHADOW TRACKERS:					170.00
SHELL					
29960	SHELL	800024774550	FUEL - 8000247745	10/05/18	30.01
Total SHELL:					30.01
SHOP STRANGE INC.					
27865	SHOP STRANGE INC.	SO-009671	YOUTH & ADULT BASKETBALL S	10/10/18	588.00
Total SHOP STRANGE INC.:					588.00
SILVER CREEK SUPPLY LLC					
27965	SILVER CREEK SUPPLY LLC	S1913284.002	HOSE SWIVEL	10/01/18	64.69
Total SILVER CREEK SUPPLY LLC:					64.69
SPECIALTY CONSTRUCTION SUPPLY					
28660	SPECIALTY CONSTRUCTION S	178144-IN	MARKING PAINT - BLUE	10/01/18	65.02
Total SPECIALTY CONSTRUCTION SUPPLY:					65.02
STAR 95.5 FM McCALL					
28960	STAR 95.5 FM McCALL	18090242	RADIO SPOTS - DOWNTOWN CO	09/30/18	100.00
Total STAR 95.5 FM McCALL:					100.00
STAR NEWS, THE					
28980	STAR NEWS, THE	52644	DISPLAY AD - DOWNTOWN COR	09/30/18	462.00
28980	STAR NEWS, THE	52647	DISPLAY AD - SEWER DISTRICT	09/30/18	198.00
Total STAR NEWS, THE:					660.00
STERLING BATTERY CO.					
29120	STERLING BATTERY CO.	G45035	BATTERIES	10/01/18	49.91
29120	STERLING BATTERY CO.	G45036	BATTERY	10/01/18	109.95
29120	STERLING BATTERY CO.	G45037	BATTERY	10/01/18	109.95
29120	STERLING BATTERY CO.	G45038	BATTERIES	10/01/18	100.95
Total STERLING BATTERY CO.:					370.76

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
TEAMSIDELINE.COM					
29832	TEAMSIDELINE.COM	TS-INV-5959	ANNUAL MAINTENANCE FEE	10/01/18	1,000.00
Total TEAMSIDELINE.COM:					1,000.00
THATCHER COMPANY					
29996	THATCHER COMPANY	1452599	CHEMICALS	09/20/18	711.20
Total THATCHER COMPANY:					711.20
T-O ENGINEERS INC.					
30340	T-O ENGINEERS INC.	05113-7232	CONTINUING SERVICE FEE	09/10/18	1,200.00
30340	T-O ENGINEERS INC.	160172-7264	AIRPORT - RECONSTRUCT GEN'	09/12/18	4,559.46
30340	T-O ENGINEERS INC.	160172-7264	AIRPORT - RECONSTRUCT GEN'	09/12/18	41,035.16
Total T-O ENGINEERS INC.:					46,794.62
U.S. BANK - CARD SERVICES					
31020	U.S. BANK - CARD SERVICES	201809 - GRE	LODGING - E. GREAVES (3 NIGH	09/25/18	438.87
31020	U.S. BANK - CARD SERVICES	201809 - GRE	PROMO BY SLIDELY	09/25/18	49.00
31020	U.S. BANK - CARD SERVICES	201809 - T. MA	JOB POSTING - IS MANAGER	09/25/18	297.00
31020	U.S. BANK - CARD SERVICES	201809 - T. MA	JOB POSTING - IS MANAGER	09/25/18	175.00
31020	U.S. BANK - CARD SERVICES	201809 - T. MA	SHRM MEMBERSHIP - MALVICH	09/25/18	189.00
31020	U.S. BANK - CARD SERVICES	201809-ARRA	MEALS - PIO TRAINING	09/25/18	39.48
31020	U.S. BANK - CARD SERVICES	201809-ARRA	MEALS - PIO TRAINING	09/25/18	52.64
31020	U.S. BANK - CARD SERVICES	201809-BORK	PA SYSTEM - AMAZON	09/25/18	602.39
31020	U.S. BANK - CARD SERVICES	201809-BORK	STICKERS FOR PROGRAMS & E	09/25/18	68.42
31020	U.S. BANK - CARD SERVICES	201809-BORK	DAY PLANNER	09/25/18	16.99
31020	U.S. BANK - CARD SERVICES	201809-BORK	DAY PLANNER	09/25/18	22.29
31020	U.S. BANK - CARD SERVICES	201809-DELL	FUEL - TRAINING	09/25/18	71.75
31020	U.S. BANK - CARD SERVICES	201809-DELL	LODGING - D. JESSEN (3 NIGHT	09/25/18	266.43
31020	U.S. BANK - CARD SERVICES	201809-DELL	LODGING - M. DELLWO (3 NIGHT	09/25/18	266.43
31020	U.S. BANK - CARD SERVICES	201809-DEVE	NEW LUNCHROOM CHAIRS	09/25/18	916.30
31020	U.S. BANK - CARD SERVICES	201809-GEST	MEAL - CC INVESTIGATION	09/25/18	17.66
31020	U.S. BANK - CARD SERVICES	201809-GROE	VOICE RECORDERS	09/25/18	36.99
31020	U.S. BANK - CARD SERVICES	201809-GROE	MOUNTAIN TOWN RESORT PLA	09/25/18	350.00
31020	U.S. BANK - CARD SERVICES	201809-GROE	LODGING - M. GROENEVELT (1	09/25/18	145.77
31020	U.S. BANK - CARD SERVICES	201809-GROE	ID APA CONFERENCE	09/25/18	195.00
31020	U.S. BANK - CARD SERVICES	201809-GROE	AIR FARE - GROENEVELT - MT. T	09/25/18	232.23
31020	U.S. BANK - CARD SERVICES	201809-GROE	AIR FARE - GROENEVELT - MT. T	09/25/18	3.52
31020	U.S. BANK - CARD SERVICES	201809-GROE	AIR FARE - GROENEVELT - MT. T	09/25/18	240.96
31020	U.S. BANK - CARD SERVICES	201809-GROE	LODGING - D. JAMES (2 NIGHTS)	09/25/18	186.00
31020	U.S. BANK - CARD SERVICES	201809-KOLA	IDAHO CODE INDEX BOOKLETS	09/25/18	58.19
31020	U.S. BANK - CARD SERVICES	201809-MALVI	NEW LUNCHROOM CHAIRS	09/25/18	916.30
31020	U.S. BANK - CARD SERVICES	201809-MCCO	GCSAA MEMBERSHIP DUES	09/25/18	95.00
31020	U.S. BANK - CARD SERVICES	201809-MCCO	CABLE ONE INTERNET	09/25/18	93.94
31020	U.S. BANK - CARD SERVICES	201809-PALM	IP DOME SECURITY CAMERA	09/25/18	209.94
31020	U.S. BANK - CARD SERVICES	201809-PALM	CAR WASH	09/25/18	7.00
31020	U.S. BANK - CARD SERVICES	201809-RYSK	APPLIANCE PACKAGE	09/25/18	1,896.70
31020	U.S. BANK - CARD SERVICES	201809-RYSK	THERMAL RIBBON	09/25/18	111.06
31020	U.S. BANK - CARD SERVICES	201809-RYSK	THERMAL WAX RIBBON	09/25/18	52.85
31020	U.S. BANK - CARD SERVICES	201809-RYSK	PAPER TOWEL DISPENSER	09/25/18	322.88
31020	U.S. BANK - CARD SERVICES	201809-RYSK	INFRARED THERMOMETER	09/25/18	23.44
31020	U.S. BANK - CARD SERVICES	201809-SCHE	CERTIFIED MAILINGS	09/25/18	84.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
31020	U.S. BANK - CARD SERVICES	201809-SCHE	CERTIFIED MAILINGS	09/25/18	27.88
31020	U.S. BANK - CARD SERVICES	201809-SCHE	CERTIFIED MAILINGS	09/25/18	81.75
31020	U.S. BANK - CARD SERVICES	201809-SCHE	CERTIFIED MAILINGS	09/25/18	5.45
31020	U.S. BANK - CARD SERVICES	201809-SCHE	UNIDEN BEARCAT SCANNER	09/25/18	77.04
31020	U.S. BANK - CARD SERVICES	201809-SIMM	AD-HOC VISIO LICENSE SUBSC	09/25/18	13.30
31020	U.S. BANK - CARD SERVICES	201809-SIMM	SNAGLESS MOLDED PATCH CA	09/25/18	180.12
31020	U.S. BANK - CARD SERVICES	201809-STEW	MEAL - EMPLOYEE APPRECIATI	09/25/18	33.82
31020	U.S. BANK - CARD SERVICES	201809-STEW	MEAL - FINAL MEETING LUNCH	09/25/18	19.50
31020	U.S. BANK - CARD SERVICES	201809-STOK	APPRECIATION GIFT - AIC STAF	09/25/18	24.37
31020	U.S. BANK - CARD SERVICES	201809-STOK	MEAL - AIC CONF - STOKES	09/25/18	21.84
31020	U.S. BANK - CARD SERVICES	201809-STOK	MEAL - AIC CONF - WAGNER	09/25/18	21.84
31020	U.S. BANK - CARD SERVICES	201809-STOK	MEAL - AIC CONF - GREAVES	09/25/18	21.82
31020	U.S. BANK - CARD SERVICES	201809-STOK	UP EXCHANGE BUSINESS	09/25/18	79.00
31020	U.S. BANK - CARD SERVICES	201809-WAGN	NOTARY SELF-INKING STAMP	09/25/18	47.00
31020	U.S. BANK - CARD SERVICES	201809-WAGN	NOTARY SELF-INKING STAMP	09/25/18	21.00
31020	U.S. BANK - CARD SERVICES	201809-WAGN	MEAL - ICCTFOA CONF - GREAV	09/25/18	16.84
31020	U.S. BANK - CARD SERVICES	201809-WAGN	MEAL - ICCTFOA CONF-WAGNE	09/25/18	10.48
31020	U.S. BANK - CARD SERVICES	201809-WAGN	MEAL - ICCTFOA CONF-STOKES	09/25/18	10.46
31020	U.S. BANK - CARD SERVICES	201809-WAGN	MEAL - ICCTFOA CONF-STOKES	09/25/18	39.00
31020	U.S. BANK - CARD SERVICES	201809-WAGN	MEAL - ICCTFOA CONF-WAGNE	09/25/18	84.52
31020	U.S. BANK - CARD SERVICES	201809-WAGN	MEAL - ICCTFOA CONF - GREAV	09/25/18	43.26
31020	U.S. BANK - CARD SERVICES	201809-WAGN	MEAL - ICCTFOA CONF-STOKES	09/25/18	18.92
31020	U.S. BANK - CARD SERVICES	201809-WAGN	MEAL - ICCTFOA CONF-WAGNE	09/25/18	22.58
31020	U.S. BANK - CARD SERVICES	201809-WAGN	MEAL - ICCTFOA CONF-GREAVE	09/25/18	23.11
31020	U.S. BANK - CARD SERVICES	201809-WAGN	LODGING - B. WAGNER (3 NIGHT	09/25/18	406.35
31020	U.S. BANK - CARD SERVICES	201809-WILLIA	MEAL - EE APPRECIATION	09/25/18	423.36
31020	U.S. BANK - CARD SERVICES	201809-WILLIA	CRUISE CHARTER - EE APPRECI	09/25/18	290.00
31020	U.S. BANK - CARD SERVICES	201809-WOLF	FUEL	09/25/18	41.19
31020	U.S. BANK - CARD SERVICES	201809-WOLF	MEAL - UOI PRESENTATION	09/25/18	17.98
31020	U.S. BANK - CARD SERVICES	201809-WOLF	MEAL - UOI PRESENTATION	09/25/18	8.42
31020	U.S. BANK - CARD SERVICES	201809-WOOD	T-SHIRTS	09/25/18	341.00
31020	U.S. BANK - CARD SERVICES	201809-WOOD	MEALS - UNIFORM PICKUP	09/25/18	13.33
31020	U.S. BANK - CARD SERVICES	201809-WOOD	USA SOFTBALL OF IDAHO	09/25/18	143.00
31020	U.S. BANK - CARD SERVICES	201809-WOOD	SNACKS - UMPIRE WOOD BAT	09/25/18	8.85
31020	U.S. BANK - CARD SERVICES	201809-WOOD	LODGING - TOURNAMENT UMPI	09/25/18	138.00
31020	U.S. BANK - CARD SERVICES	201809-WOOD	BIKE DERAILER REPAIR	09/25/18	89.93
31020	U.S. BANK - CARD SERVICES	201809-WOOD	BIKE DERAILER REPAIR	09/25/18	65.00
31020	U.S. BANK - CARD SERVICES	201809-WOOD	DIXIE CUPS	09/25/18	20.94

Total U.S. BANK - CARD SERVICES:

11,703.67

VALLEY COUNTY

31640	VALLEY COUNTY	2018-NOVEMB	PD FACILITY LEASE	10/15/18	2,700.00
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Total VALLEY COUNTY:

2,700.00

VALLEY PAVING & ASPHALT INC.

31900	VALLEY PAVING & ASPHALT IN	83164	3/4" CRUSHED BASE COARSE	10/16/18	301.70
31900	VALLEY PAVING & ASPHALT IN	9830	ASPHAL BY THE TON	09/30/18	1,843.54

Total VALLEY PAVING & ASPHALT INC.:

2,145.24

VERIZON WIRELESS

32020	VERIZON WIRELESS	9815401431	A/C #270693183-00001	09/26/18	243.34
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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total VERIZON WIRELESS:					243.34
WAGNER, BESSIEJO					
32219	WAGNER, BESSIEJO	20181012	REIMB. - MILEAGE/ICCTFOA CO	09/30/18	274.72
Total WAGNER, BESSIEJO:					274.72
WELLS FARGO EQUIPMENT FINANCE					
32560	WELLS FARGO EQUIPMENT FI	5005323744	XEROX C8045 #603-0173257-000	10/01/18	429.66
32560	WELLS FARGO EQUIPMENT FI	5005323744	XEROX C8045 #603-0173257-000	10/01/18	25.07
Total WELLS FARGO EQUIPMENT FINANCE:					454.73
WHITE CLOUD COMMUNICATIONS INC					
32885	WHITE CLOUD COMMUNICATIO	18404	MOBILE MICROPHONE	10/02/18	117.00
Total WHITE CLOUD COMMUNICATIONS INC:					117.00
WHITE PETERSON P.A.					
32910	WHITE PETERSON P.A.	130215	FLYNN NEIGHBORHOOD ASSOC	09/30/18	32.50
32910	WHITE PETERSON P.A.	130216	FALVEY'S LLC - CONSTRUCTION	09/30/18	400.00
Total WHITE PETERSON P.A.:					432.50
WILBUR-ELLIS COMPANY LLC					
33060	WILBUR-ELLIS COMPANY LLC	12242290	PELLETIZED DOLOMITE	10/03/18	313.95
33060	WILBUR-ELLIS COMPANY LLC	12242292	70/30 BLUE RYE GRASS SEED	10/03/18	4,700.00
33060	WILBUR-ELLIS COMPANY LLC	12248856	NUVAN PROSTRIPS	10/08/18	180.00
Total WILBUR-ELLIS COMPANY LLC:					5,193.95
WILD, THOMAS I.					
33085	WILD, THOMAS I.	516557	LOGS FOR SHOP EXPANSION	10/09/18	384.00
Total WILD, THOMAS I.:					384.00
WIN-911 SOFTWARE					
28700	WIN-911 SOFTWARE	151XT388-201	WIN-911 MAINT/SUPPORT RENE	10/01/18	495.00
Total WIN-911 SOFTWARE:					495.00
Grand Totals:					535,238.76

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
A-1 HEATING & AIR CONDITIONING					
1145	A-1 HEATING & AIR CONDITION	379592	FILTER REPLACEMENT	09/27/18	34.00
Total A-1 HEATING & AIR CONDITIONING:					34.00
ALBERTSONS LLC					
1850	ALBERTSONS LLC	435230091718	STEM AC GRANT SUPPLIES	09/17/18	1.71
1850	ALBERTSONS LLC	721744091118	STEM AC GRANT SUPPLIES	09/11/18	24.15
1850	ALBERTSONS LLC	805931090718	STEM AC GRANT SUPPLIES	09/07/18	31.90
1850	ALBERTSONS LLC	808319-09281	CUPS/CLEANING PRODUCTS	09/28/18	7.48
Total ALBERTSONS LLC:					65.24
DEMCO INC.					
8880	DEMCO INC.	6457673	BOOK COVERS, TAPE, LABELS,	09/21/18	430.35
Total DEMCO INC.:					430.35
GIRL SCOUTS OF SILVER SAGE COUNCIL INC					
12050	GIRL SCOUTS OF SILVER SAG	GIRL SCOUTS	STEM SUBGRANT AWARD AGRE	10/01/18	1,000.00
Total GIRL SCOUTS OF SILVER SAGE COUNCIL INC:					1,000.00
HORIZONS' LIFESTYLE AND EDUCATION TEAM					
14120	HORIZONS' LIFESTYLE AND ED	HORIZONS-10	STEM SUBGRANT AWARD AGRE	10/01/18	1,000.00
Total HORIZONS' LIFESTYLE AND EDUCATION TEAM:					1,000.00
KBS BURRITOS					
27400	KBS BURRITOS	01121	STEM AC GRANT MEALS FOR M	09/12/18	179.54
Total KBS BURRITOS:					179.54
LOJEK, MARGARET					
19170	LOJEK, MARGARET	20180924-2	REIMB. - MEALS - DESIGN INSTI	09/24/18	68.45
19170	LOJEK, MARGARET	20180924-2	REIMB. - PARKING AND FUEL-DE	09/24/18	59.50
Total LOJEK, MARGARET:					127.95
REDISCOVERED BOOKSHOP					
25600	REDISCOVERED BOOKSHOP	348062	BOOKS	09/22/18	261.91
Total REDISCOVERED BOOKSHOP:					261.91
RICOH AMERICAS CORP.					
25770	RICOH AMERICAS CORP.	9026654991-L	RICOH MPC2003 COPIER LEASE	10/02/18	98.12
25770	RICOH AMERICAS CORP.	9026654991-L	RICOH MPC2003 MAINT. AGREE	10/02/18	41.94
Total RICOH AMERICAS CORP.:					140.06
RUSH, AMY					
26725	RUSH, AMY	18	FUNDRAISING COORDINATOR S	10/04/18	1,300.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total RUSH, AMY:					1,300.00
STAR NEWS, THE					
28980	STAR NEWS, THE	52646	DISPLAY AD - FILM SOCIETY	09/30/18	275.00
Total STAR NEWS, THE:					275.00
U.S. BANK - CARD SERVICES					
31020	U.S. BANK - CARD SERVICES	201809-LOJEK	AIR FARE - M. LOJEK	09/25/18	441.89
31020	U.S. BANK - CARD SERVICES	201809-LOJEK	LIBRARIES ROCK CONFERENCE	09/25/18	160.00
31020	U.S. BANK - CARD SERVICES	201809-LOJEK	SOFTERWARE SUBSCRIPTION E	09/25/18	1,309.20
31020	U.S. BANK - CARD SERVICES	201809-LOJEK	STEM AC GRANT - STACEY CAK	09/25/18	18.00
31020	U.S. BANK - CARD SERVICES	201809-LOJEK	STEM AC GRANT - MT. JAVA	09/25/18	12.85
31020	U.S. BANK - CARD SERVICES	201809-LOJEK	GIFT CERT - ADULT READINGS	09/25/18	50.00
31020	U.S. BANK - CARD SERVICES	201809-LOJEK	MEAL - DESIGN INST/LSTA/ICFL -	09/25/18	6.99
31020	U.S. BANK - CARD SERVICES	201809-LOJEK	CABLE ONE	09/25/18	78.44
Total U.S. BANK - CARD SERVICES:					2,077.37
VEG'D OUT LLC					
32010	VEG'D OUT LLC	MPL-01	STEM AC GRANT MEALS EXPEN	09/28/18	640.00
Total VEG'D OUT LLC:					640.00
Grand Totals:					7,531.42

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 18-279
Meeting Date October 25, 2018

AGENDA ITEM INFORMATION

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

SUMMARY STATEMENT:

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

Attached is the September 2018 Report.

RECOMMENDED ACTION:

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

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

City of McCall, Idaho
 Monthly Financial Dashboard
 Issued on October 15, 2018



Reporting Period: September 2018

Our Investments and Cash...

Balances as of September 2018

General Fund – Cash & Investments

September 2018	\$ 5,579,451
September 2017	\$ 5,377,777
Unavailable Cash Reserves	\$ 1,580,330
Restricted Cash - Franchise Fees	\$ 2,037,383
Available Cash	\$ 1,961,739

Streets Fund - Cash & Investments

September 2018	\$ 1,042,122
September 2017	\$ 1,592,731
Unavailable Cash Reserves	\$ 449,914
Available Cash	\$ 592,208

Library Fund - Cash & Investments

September 2018	\$ 548,073
September 2017	\$ 549,325
Unavailable Cash Reserves	\$ 111,254
Restricted Cash - Bldg Fund	\$ 375,683
Available Cash	\$ 61,136

Recreation Fund - Cash & Investments

September 2018	\$ 524,316
September 2017	\$ 513,936
Unavailable Cash Reserves	\$ 236,870
Available Cash	\$ 287,446

Airport Fund - Cash & Investments

September 2018	\$ 25,533
September 2017	\$ 22,226
Unavailable Cash Reserves	\$ 75,387
Available Cash	\$ (49,854)

Capital Projects Fund-Cash & Investments

September 2018	\$ (9,370)
September 2017	\$ (11,372)

Local Option Tax - Cash & Investments

September 2018	\$ 3,048,704
September 2017	\$ 2,148,029
Available Cash	\$ 900,675

Major Fund Cash Flows...

	As % of	As % of FY13-FY17
<u>General Fund Revenues and Expense</u>	<u>Budget</u>	<u>Avg. Actual</u>

Fiscal Year 2018 Budget	\$ 9,099,602		
Revenues to Date	\$ 6,830,565	75.06%	127.53%
Expenditures to Date	\$ 6,879,543	75.60%	146.86%
Revenues over Expenditures	\$ (48,979)		

Street Fund Revenues and Expenditures

Fiscal Year 2018 Budget	\$ 2,492,802		
Revenues to Date	\$ 1,684,634	67.58%	90.01%
Expenditures to Date	\$ 2,169,226	87.02%	123.78%
Revenues over Expenditures	\$ (484,592)		

Library Fund Revenues and Expenditures

Fiscal Year 2018 Budget	\$ 599,728		
Revenues to Date	\$ 439,427	73.27%	107.02%
Expenditures to Date	\$ 425,733	70.99%	120.29%
Revenues over Expenditures	\$ 13,694		

Recreation Fund Revenues and Expenditures

Fiscal Year 2018 Budget	\$ 1,541,792		
Revenues to Date	\$ 1,089,778	70.68%	107.02%
Expenditures to Date	\$ 1,156,615	75.02%	120.29%
Revenues over Expenditures	\$ (66,838)		

Airport Fund Revenues and Expenditures

Fiscal Year 2018 Budget	\$ 5,576,622		
Revenues to Date	\$ 1,706,273	30.60%	324.11%
Expenditures to Date	\$ 3,247,635	58.24%	699.30%
Revenues over Expenditures	\$ (1,541,363)		

Local Option Tax - Streets Fund Revenues and Expenditures

Fiscal Year 2018 Budget	\$ 3,579,934		
Revenues to Date	\$ 2,156,091	60.23%	362.77%
Expenditures to Date	\$ 1,323,600	36.97%	847.31%
Revenues over Expenditures	\$ 832,491		

Water Fund Revenues and Expenditures

Fiscal Year 2018 Budget	\$ 3,482,683		
Revenues to Date	\$ 2,641,303	75.84%	112.19%
Expenditures to Date	\$ 2,585,559	74.24%	135.14%
Revenues over Expenditures	\$ 55,745		

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



Reporting Period: September 2018

Specific Revenue Collections at a Glance...

		As % of Budget	As % of FY13- FY17 Avg.
<u>Property Tax Collection</u>			
Fiscal Year 2018 Budget	\$ 5,519,101		
Revenues to Date	\$ 5,608,008	101.61%	114.42%
<u>State Shared Revenue Collection</u>			
Fiscal Year 2018 Budget	\$ 900,054		
Revenues to Date	\$ 830,132	92.23%	115.70%
<u>Building Permit Revenue Collection</u>			
Fiscal Year 2018 Budget	\$ 225,000		
Revenues to Date	\$ 337,209	149.87%	171.28%
<u>Local Option Tax - Tourism Revenue Collection</u>			
Fiscal Year 2018 Budget	\$ 500,131		
Revenues to Date	\$ 531,163	106.20%	241.12%
<u>Local Option Tax - Streets Revenue Collection*</u>			
Fiscal Year 2018 Budget	\$ 1,613,000		
Revenues to Date	\$ 1,786,766	110.77%	311.09%

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

Our Investments and Cash... cont'd

Balances as of September 2018

<u>Golf Fund - Cash & Investments</u>	
September 2018	\$ 160,879
September 2017	\$ 152,419
Unavailable Cash Reserves	\$ 205,110
Available Cash	\$ (44,231)
<u>Water Fund - Cash & Investments</u>	
September 2018	\$ 4,129,656
September 2017	\$ 4,020,971
Unavailable Cash Reserves	\$ 515,500
Restricted Cash - DEQ Loan Reserve	\$ 375,428
Available Cash	\$ 3,238,727

McCall Redevelopment Agency...

		As % of Budget	As % of FY13- FY17 Avg.
<u>MRA Fund Revenues and Expenditures</u>			
Fiscal Year 2018 Budget	\$ 1,093,700		
Revenues to Date	\$ 767,318	70.16%	123.10%
Expenditures to Date	\$ 948,921	86.76%	108.43%
Revenues over Expenditures	\$ (181,603)		
<u>Urban Renewal Property Tax Collection</u>			
Fiscal Year 2018 Budget	\$ 658,200		
Revenue to Date	\$ 755,531	114.79%	121.48%

<u>Urban Renewal Fund-Cash & Investments</u>	
September 2018	\$ 820,008
September 2017	\$ 1,019,421
Unavailable Cash Reserves	\$ 100,000
Restricted Cash - Bond Reserves	\$ 484,638
Available Cash	\$ 235,370

MRA Cash Flow

Prior Year Comparison. . .

Fiscal Year 2018: September

<u>McCall Redevelopment Agency</u>	Percentage
Fiscal Year 2018 Budget	\$ 1,093,700
Revenues to Date	\$ 767,318 70.16%
Expenditures to Date	\$ 948,921 86.76%
Revenues over Expenditures	\$ (181,603)

Fiscal Year 2017: September

<u>McCall Redevelopment Agency</u>	Percentage
Fiscal Year 2017 Budget	\$ 651,300
Revenues to Date	\$ 667,109 102.43%
Expenditures to Date	\$ 435,045 66.80%
Revenues over Expenditures	\$ 232,063

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



Reporting Period: September 2018

Our Cash Flows Prior Year Comparison

September 2018			September 2017		
<u>General Fund</u>		Percentage	<u>General Fund</u>		Percentage
Fiscal Year 2018 Budget	\$ 9,099,602		Fiscal Year 2017 Budget	\$ 6,702,536	
Revenues to Date	\$ 6,830,565	75.06%	Revenues to Date	\$ 6,098,258	90.98%
Expenditures to Date	\$ 6,879,543	75.60%	Expenditures to Date	\$ 5,259,547	78.47%
Revenues over Expenditures	\$ (48,979)		Revenues over Expenditures	\$ 838,710	
<u>Streets Fund</u>			<u>Streets Fund</u>		
Fiscal Year 2018 Budget	\$ 2,492,802		Fiscal Year 2017 Budget	\$ 2,212,548	
Revenues to Date	\$ 1,684,634	67.58%	Revenues to Date	\$ 1,891,678	85.50%
Expenditures to Date	\$ 2,169,226	87.02%	Expenditures to Date	\$ 1,575,273	71.20%
Revenues over Expenditures	\$ (484,592)		Revenues over Expenditures	\$ 316,405	
<u>Library Fund</u>			<u>Library Fund</u>		
Fiscal Year 2018 Budget	\$ 599,728		Fiscal Year 2017 Budget	\$ 518,052	
Revenues to Date	\$ 439,427	73.27%	Revenues to Date	\$ 461,632	89.11%
Expenditures to Date	\$ 425,733	70.99%	Expenditures to Date	\$ 427,300	82.48%
Revenues over Expenditures	\$ 13,694		Revenues over Expenditures	\$ 34,332	
<u>Recreation Fund</u>			<u>Recreation Fund</u>		
Fiscal Year 2018 Budget	\$ 1,541,792		Fiscal Year 2017 Budget	\$ 1,446,186	
Revenues to Date	\$ 1,089,778	70.68%	Revenues to Date	\$ 1,209,808	83.66%
Expenditures to Date	\$ 1,156,615	75.02%	Expenditures to Date	\$ 1,093,698	75.63%
Revenues over Expenditures	\$ (66,838)		Revenues over Expenditures	\$ 116,109	
<u>Airport Fund</u>			<u>Airport Fund</u>		
Fiscal Year 2018 Budget	\$ 5,576,622		Fiscal Year 2017 Budget	\$ 4,420,164	
Revenues to Date	\$ 1,706,273	30.60%	Revenues to Date	\$ 896,254	20.28%
Expenditures to Date	\$ 3,247,635	58.24%	Expenditures to Date	\$ 931,605	21.08%
Revenues over Expenditures	\$ (1,541,363)		Revenues over Expenditures	\$ (35,351)	
<u>Local Option Tax (Streets) Fund</u>			<u>Local Option Tax (Streets) Fund</u>		
Fiscal Year 2018 Budget	\$ 3,579,934		Fiscal Year 2017 Budget	\$ 2,856,827	
Revenues to Date	\$ 2,156,091	60.23%	Revenues to Date	\$ 1,732,508	60.64%
Expenditures to Date	\$ 1,323,600	36.97%	Expenditures to Date	\$ 658,981	23.07%
Revenues over Expenditures	\$ 832,491		Revenues over Expenditures	\$ 1,073,528	
<u>Golf Fund</u>			<u>Golf Fund</u>		
Fiscal Year 2018 Budget	\$ 1,134,019		Fiscal Year 2017 Budget	\$ 936,652	
Revenues to Date	\$ 984,767	86.84%	Revenues to Date	\$ 828,105	88.41%
Expenditures to Date	\$ 895,182	78.94%	Expenditures to Date	\$ 860,493	91.87%
Revenues over Expenditures	\$ 89,585		Revenues over Expenditures	\$ (32,388)	
<u>Water Fund</u>			<u>Water Fund</u>		
Fiscal Year 2018 Budget	\$ 3,482,683		Fiscal Year 2017 Budget	\$ 2,414,834	
Revenues to Date	\$ 2,641,303	75.84%	Revenues to Date	\$ 2,419,859	100.21%
Expenditures to Date	\$ 2,585,559	74.24%	Expenditures to Date	\$ 2,174,950	90.07%
Revenues over Expenditures	\$ 55,745		Revenues over Expenditures	\$ 244,909	

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 18-270
Meeting Date October 25, 2018

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Approve a New Lease for Hangar 214</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	N/A	Airport	JAB	Originator
FUNDING SOURCE:	N/A	Library		
TIMELINE:	N/A	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

The owner of Hangar 214, George Mandes is in the process of selling to Paul Schaetzel and Laurie Birch. Staff has prepared a new lease as the new owner requested.

The purchaser has been provided with a copy of the current lease, current Airport Rules and Regulations, and Airport Minimum Standards. The annual lease rate is \$.31 per square foot for a 14,250 sq. ft. leasehold; \$4417.50 in the initial year. The FY 2018 lease rate was \$.276 for land covered by improvements and \$.138 for bare ground totalling \$2599.66 annually.

This is a Non-commercial hangar and as such was not required to meet the Airport Advisory Committee. The City Clerk will record the document, and keep a copy for the City's records. Staff has requested a \$200 transaction fee as a part of this process. The lease is attached.

RECOMMENDED ACTION:

Approve the lease of the Hangar 214 by Paul Schaetzel and Laurie Birch, terminate George Mandes' interest in the lease at time of closing, and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

Recording Requested By and
When Recorded Return to:

City Clerk
City of McCall
216 East Park Street
McCall, Idaho 83638

For Recording Purposes Do
Not Write Above This Line

**McCall MUNICIPAL AIRPORT
GENERAL AVIATION/NON-COMMERCIAL LEASE**

This Lease is made November 9, 2018 by and between the City of McCall, an Idaho municipal corporation (called "City" in the rest of this Lease) as Lessor, and **Paul Schaezel and Laurie Birch** (called "Lessee" in the rest of this Lease), as Lessee, for and in consideration of the mutual promises, covenants, agreements and conditions in this Lease. This Lease consists of this "McCall Municipal Airport Tenant Lease" together with the:

- A. Legal Description, Exhibit "A;"
- B. Drawing of the Subject Property, Exhibit "B;"
- C. Special Additional Terms, if any, Exhibit "C.",
- D. Minimum Standards For Commercial Operations, Exhibit "D."
- E. Airport Rules and Regulations, Exhibit "E", and
- F. Airport Rates and Fees, Exhibit "F".

Background

1. City is the owner in fee simple of the land described on Exhibit "A" and depicted on Exhibit "B" ("Subject Property"), and holds it for the use and benefit of the people of McCall and their guests as a part of the McCall Municipal Airport (referred to as "Airport" in the rest of this Lease); and Lessee desires to make use of the Subject Property exclusively and the Airport non-exclusively for aviation-related activities;
2. City maintains a fund, called the Airport Fund, in support of the mission of the Airport into which reasonable rents must be deposited to support the operation of the Airport; and
3. Uses of the Airport must be compatible with the provision of safe air transportation, be compatible with aircraft ground activity, not devote Airport land to non-aviation-oriented activity, and maintain an attractive appearance of the Airport.

GENERAL AVIATION LEASE

Agreements

4. Lease. City leases to Lessee, and Lessee leases from City, the property described within Exhibit "A," called "Subject Property" in the rest of this Lease, together with the right of ingress and egress as provided below in Paragraph 6, subject to and in accordance with the terms of this Lease.

5. Applicable Minimum Standards and Rules and Regulation. This lease is subject to the Minimum Standards for Commercial Operators (Minimum Standards), Exhibit "D" and Airport Rules and Regulations, Exhibit "E", and any future revisions or amendments duly adopted by the City Council during the term of this lease or any extension or renewal thereof.

6. Use of Subject Property.
 - A. The principal and predominant use of any building constructed or located on Subject Property shall be for aircraft storage and other aviation-oriented activities of the Lessee permitted pursuant to this paragraph, as may further be defined by the Federal Aviation Administration (FAA) and McCall Municipal Airport Rules and Regulations. No other uses of the property are allowed. Lessee is authorized also to make use of the Subject Property for incidental Airport-related activities. The City has the sole discretion to determine whether use of the Subject Property is reasonably related to incidental to Airport-related activities. Lessee owned non-aviation storage must be insignificant and not interfere with aircraft storage. Lessee shall not permit non-aviation items of others to be stored on or in the leasehold premises with or without charge.

 - B. Lessee shall at all times provide, in writing, the Aircraft Registration Number, or "N" number of the aircraft currently stored in the hangar to the Airport Manager.

 - C. If the leasehold is to be improved beyond its present condition, the placement of, and plans for improvements are subject to approval as provided below under Construction, and Lessee shall obtain that written approval from Lessor in addition to a building permit before commencing any construction. Such construction and any use shall comply with this Lease, and with McCall City Code.

 - D. Lessee shall keep and maintain the leased premises in a neat and orderly manner, including keeping grass and weeds cut and buildings painted or maintained in a color approved by City in like fashion as provided in Paragraph 17, as well as concealing from view temporary storage of, and then making lawful disposal of, debris, garbage and other waste material arising out of its occupancy. Under no circumstances shall Lessee permit junk, debris, inoperable or unlicensed vehicles or equipment, or other unsightly material, to be stored or otherwise on the Subject Property. The City has the sole discretion to determine what property is to be considered unsightly.

GENERAL AVIATION LEASE

E. Fuels and other flammable materials shall not be stored in hangars unless otherwise allowable under Airport Rules and Regulations, nor shall heating fuel lines be above ground unless attached to structure in accordance with the applicable building and safety codes.

F. Lessee shall not engage in commercial activity with the aviation public using the airport, except that a business client of Lessee may coincidentally be present. Lessee shall obtain the appropriate approvals to conduct commercial aviation activities as may be permitted by the Minimum Standards, and no guarantee is made by Lessor that Subject Property will be permitted for use of a commercial aviation activity. At no time may Lessee's invitees be unaccompanied by Lessee or one of Lessee's officers or employees while at the Airport. Contractors of Lessee shall obtain the appropriate permission from the Airport Manager including any licenses, training, or permits required prior to accessing the airport. Lessee is specifically prohibited from fueling aircraft inside any hangar, and from engaging in the specific uses assigned to Fixed Base Operators, according to the specific use provisions of the City's standard form lease for Fixed Base Operators, available to Lessee for inspection at City Hall.

G. Hangar use in violation of the aforementioned stipulations may result in an increase in lease fees and/or lease termination.

7. Parking. Automobiles may be parked inside the hangar while Lessee's aircraft is being operated or temporarily stored at another location. Vehicles may also be parked at a parking location off of aircraft movement areas as designated by the Airport Manager. Vehicles and aircraft may be stopped and stand for loading and unloading in front of the hangars. Unattended vehicles or aircraft not in an area designated for their use will be regarded as illegally parked and may be towed at the direction of the Airport Manager and sole expense of Lessee, or ticketed pursuant to the *McCall City Code*, or both.
8. Operations to be Lawful. Lessee and Lessee's improvements and use shall comply in all material respects with all applicable laws, ordinances, rules, and regulations of the United States, the State of Idaho, and the City of McCall, including those laws, rules, and regulations which may be lawfully promulgated by any of the same during the term of this Lease. Lessee shall further obey in all material respects any other lawful directions of the Airport Manager, even if Lessee wishes to appeal such directions. An appeal of any such direction shall be filed with the Airport Manager in writing by providing particularized claim(s) within ten (10) calendar days of the direction being appealed. The City shall respond in writing within 60 days from receipt of the written appeal. Lessee shall comply in all material respects with this Lease and all applicable other laws, ordinances, rules, and regulations; where requirements differ among these various sources, the laws, ordinances, rules, and regulations that are most compatible with safe air transportation shall be complied with; the interpretation of the Airport Manager in these regards made in

GENERAL AVIATION LEASE

good faith shall be conclusive. The City may enter into or on the Lessee's premises to conduct inspections to ensure lawful and safe use of the premises with twenty four (24) hour written notice or without notice in emergency situations.

9. Subordination to Federal Funding and Emergency Requirements. This Lease is subordinate to the provisions of any existing or future agreement between City and the United States, relative to the operation or maintenance of the Airport, the execution of which agreement has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. This Lease shall be subordinate to the right of the City during the time of war or national emergency to lease the landing area or any part thereof to the United States Government for military or emergency use, and if any such lease is so made, the provisions of this Lease in conflict with the provisions of the lease to the Government, shall be suspended for the duration of the conflict or emergency. City of McCall covenants that Lessee, upon paying the rent and other sums when due hereunder and observing and keeping all terms, covenants, agreements, limitations and conditions hereof on the part of Lessee to be kept when provided herein and within any grace periods available under this Lease, shall have and may quietly enjoy the possession of the Subject Property together with the right of ingress and egress herein provided during the term hereof, without hindrance or molestation by City of McCall or anyone claiming by, through or under City of McCall, and City of McCall shall not authorize or consent to any hindrance or molestation of Lessee by others.
10. Compliance with Enforcement. Lessee shall comply with such enforcement procedures and orders as the United States might demand that the City follow or issue in order to comply with the City's assurances to the United States, and to enforce applicable federal, state, and local laws.
11. Nondiscrimination. Lessee shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation-Effectuation of Title IV of the Civil Rights Act of 1964, and as said regulations may be amended. Lessee, in its operations and uses of the Airport will not, on the grounds of race, creed, color, age, marital status, national origin or handicap discriminate or permit discrimination against any person or groups of persons in any manner. Noncompliance with these assurances shall constitute a breach of this Lease; and in the event of such noncompliance, City may take appropriate action to enforce compliance, may terminate this Lease, or seek judicial enforcement in each instance in accordance with the terms and procedures set forth in this Lease.
12. City's Reserved Rights. Subject to the provisions of this Lease, City specifically reserves the right:

GENERAL AVIATION LEASE

- A. To develop, improve, or make any lawful use of the Airport premises as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance by Lessee;
- B. To maintain and keep in repair the Airport and all publicly owned facilities of the Airport, together with the right to direct and control activities of Lessee of the Subject Property to ensure compliance with all federal and local rules and regulations;
- C. To enter upon any lease premises at reasonable times for the purpose of making inspections to determine compliance with these minimum standards, fire codes, building codes or any covenant or condition of any contract or lease, including this Lease;
- D. To take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, *together* with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft or safety of flight;
- E. To temporarily close the Airport or any of the facilities thereon for maintenance, improvement, safety or other public benefits; and
- F. To devote exclusive use of the Airport to emergency aircraft operations, including, but not limited to, fire suppression activities and medical operations.
13. Term, and Renewal. The initial term of this lease shall be for 20 years commencing at 12:01 AM., on November 9, 2018, until 11:59 PM on November 8, 2038. This Lease may be renewed for up to two (2) additional ten (10) year terms for so long as the rent and other conditions of the Lease are faithfully adhered to, and subject to adjustment of rent provided herein. If Lessee determines they wish to renew this Lease, it shall give written notice of that fact during the last six months but not later than one month before the end of the lease term.
14. Rent. Rent shall be payable annually in advance on or about October 1 of each year, initially in the amount of **31** cents per square foot for bare ground, presently **9,630** square feet, plus **31** cents for land covered by above-ground Leasehold Improvements, presently **4620** square feet; initially this sum totals **\$4417.50** per annum. The first year's rent is due and payable in advance upon execution of this lease pro-rated to October 1. The rent will be adjusted annually effective October 1 and according the percentage increase of the Western Urban Consumer Price Index, (Bureau of Labor Statistics) for the twelve calendar months prior to and including the most recent month for which such Index is available. The City of McCall will use the following formula to compute the calculation for each year's Rent increase:

GENERAL AVIATION LEASE

The Current Year's Rent = Last Year's Rent x (The Current CPI / Last Year's CPI)

Example:	The CPI for 1999	= 168.8
	The CPI for 2000	= 173.1
	Rent	= \$100.00
	\$102.55	= \$100.00 x (173.1 / 168.8)

Lease payment not made within 30 days of invoice date shall be considered delinquent and shall accrue additional rent equal to 18% per annum or 1.5% per month and if not paid in full including any interest within 60 days of the original invoice date the lease will be considered in default and may be terminated for cause as per the process in paragraph 24 of this agreement.

Rent shall be adjusted on the 10th anniversary, and if the options to renew are exercised, on the 20th and 30th anniversary to the then current new lease rate, but in no case less than the rate being paid as provided for with CPI adjustments as stated above.

15. Taxes, Assessments, Fees. Lessee shall, upon completion of construction of any Leasehold Improvements, enroll the Leasehold Improvements and taxable personal property on the tax rolls of Valley County. Lessee shall pay, before they become delinquent, all taxes, assessments and fees assessed or levied upon Lessee or the Subject Property or any interest therein, including, but not limited to buildings, structures, fixtures, equipment or other property installed or constructed on it. Lessee further agrees not to allow any such tax, assessment, or fee to become a lien against the Subject Property or any improvement on it. Nothing herein contained shall be deemed to prevent or prohibit the Lessee from contesting the validity or amount of any such tax assessment or fee in the timely manner authorized by law, but in no event may Lessee permit any such process to go to a foreclosure upon Subject Property or any interest in it or in any Leasehold Improvement.
16. Utilities and Services. Lessee shall order, obtain and pay for all utilities and services which Lessee causes to be supplied to the Subject Property, and shall pay all services and installation charges in connection therewith, including but not limited to electrical power, water, sewer, garbage, gas and telephone services, including water and sewer connection and service charges, in each case to the extent caused to be supplied or connected by the Lessee. For those parcels where sewer is not yet available, then at such time as Lessee makes connection to the sewer it will pay the then current connection charges and all monthly charges thereafter.

City does not deliberately remove snow on any portion of Subject Property, nor from any apron area in front of Subject Property which is commonly primarily used by Lessee without collection of appropriate fees as determined by the Airport Manager and published within current and adopted Airport Rates and Fees. Lessee may, at its election, execute, arrange for, and/or pay for removal of snow from

GENERAL AVIATION LEASE

Subject Property and such apron area, and shall not place any such snow on any improved property of the Airport nor in any place obstructing pilot views of the aprons, runways and taxiways, or in any area where snow storage is otherwise in violation of Federal or local regulation, or in violation of directions of the Airport Manager. Lessee or contracted snow removal personnel, before beginning operations, must first obtain a permit for execution of snow removal activities on the Airport. Acceptance of this permit will constitute the permit holders acknowledgment that the Airport Manager has provided direction to the Lessee or contracted personnel regarding airport driving and snow removal policies and procedures. Private contractors that are identified removing snow on the Airport without a permit will be removed and prohibited from entering Airport property until a permit has been issued, and any cost incurred as a result of this action, if applicable, will be at the expense of the Lessee who hired such contractor which charges if not paid within 30 days from invoice shall be considered additional rent and failure to pay the same shall be a default under the lease.

17. Construction. If lessee gains permission to install, erect, and construct Leasehold Improvements they shall be at Lessee's sole cost and expense and according to Drawings and Specifications and Schedules submitted to and approved by City prior to commencement of construction. Private hangars shall be constructed according to the aesthetic design standards of the City; thus color, shape, architectural features, and other aesthetic issues may be controlled by the City. Drawings approved by the City must accurately depict and describe all proposed Leasehold Improvements. All construction on the airport will materially conform to the City's current Airport Master Plan as approved by the Federal Aviation Administration. All Drawings and Specifications must materially conform to the Building, Fire, and Fire Protection Codes and Regulations in effect in McCall, including but not limited to those set out in the *McCall City Code*. No Drawings and Specifications shall be submitted for a building permit as required by the *McCall City Code*, until the same have been reviewed and approved in writing for Airport purposes by the Airport Manager, who shall first seek the advice of the Airport Advisory Committee and approvals by applicable Federal agencies. Airport Manager approved Drawings and Specifications shall be placed on file with the City Building Inspector long enough for such Building Inspector to determine that the Drawings submitted to the Building Inspector are the same as those approved by the Airport Manager. Lessee shall make substantial progress toward construction of the buildings and physical facilities anticipated by the Lessee within twelve (12) calendar months after execution of this Lease, or subsequent building approval by Lessor. "Execution of this lease" shall mean the date signed by the City. Completion and occupancy of the structures must occur within 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 in accordance with the terms hereof or to extend the completion dates for construction.

GENERAL AVIATION LEASE

18. Construction Indemnification. Lessee shall at all times indemnify and save City harmless from all claims for labor or materials, and/or other construction liens, in connection with construction, repair, alteration, replacement, or installation of structures, improvements, equipment or facilities within the Subject Property, and from the cost of defending against such claims, including attorneys' fees. In the event a lien is imposed or purportedly imposed upon the Subject Property as a result of such construction, repair, alteration, or installation, Lessee shall procure and record a bond which frees the Subject Property from the claim of the lien and from any action brought to foreclose the lien. Should Lessee fail to procure and record said bond within thirty (30) days after filing of such a lien, this Lease shall be in default and shall be subject to immediate termination and possession by City in accordance with the terms hereof.

19. Ownership of Lessee's Personal Property. Title to personal property placed on Subject Property by Lessee shall at all times during the term of this Lease or any extension of this Lease remain in Lessee, and Lessee shall have the right at any time to remove any or all personal property of every kind and nature whatsoever which Lessee may have placed, brought and/or installed upon the Subject Property. Lessee shall have said right to remove same at any time provided, that, upon any such removal of fixtures, Lessee shall repair, at his own expense, any material damage resulting therefrom and leave the Subject Property in a clean and neat condition. Lessee shall remove all personal property within 30 days of the end of this Lease or of any renewal of this Lease, or within 30 days after the termination of this Lease for any reason. Personal property, including fixtures, left on Subject Property after such time, becomes the property of the City and may be disposed of by the City as allowed by law.

20. Leasehold Improvements. In this Lease the term "Leasehold Improvements" means all buildings (including but not limited to hangars) and/or improvements, whether or not permanently attached or affixed to the Subject Property, placed and/or built and/or constructed on the Subject Property during the term of this Lease by the Lessee, or placed thereon by Lessee from a prior lessee who had the right to sell them to Lessee. At all times during the lease term, ownership of Leasehold Improvements remains with the Lessee, and Lessee shall have the right to remove and sell any and all such Leasehold Improvements, subject to the terms of this Lease. Subject to the provisions of paragraph 28 hereof, upon expiration or termination of this Lease or any renewal thereof, Leasehold Improvements shall become the property of the City unless the Lessee, not more than fifteen (15) days after expiration or termination of this Lease, provides written notice to City that Lessee intends to remove such Leasehold Improvements within ninety (90) days of expiration or termination. Such notice shall indicate whether Lessee intends to remove a building by demolition, and City may in the discretion of the Airport Manager direct that the building and such fixtures on Subject Property not be removed. Should the Lessee require a longer time to remove Leasehold Improvements, it shall request a specific amount of additional time in writing from the Airport Manager. Such an extension shall not be unreasonably withheld,

GENERAL AVIATION LEASE

although City may condition such extension upon the furnishing of collateral for the promise to remove in the form of a bond, cash escrow, or other arrangement acceptable to the Airport Manager and the City Attorney. All Leasehold Improvements not removed pursuant to the terms of this Lease become the sole property of the City.

21. Leasehold Mortgages and Liens. Lessee shall not place a mortgage, Deed of Trust, or other Lien on the hangar or other personal property placed on the leasehold property without the prior written consent of Lessor and any such liens shall always be junior to the Lessor's interest in the property. The lien holder shall be notified of any defaults of the lessee by the Lessor, and the lien holder shall have the right to correct any default including, but not limited to late or non-payment of lease fees. Should lessee fail or lien holder fail to correct defaults, then the lease will be terminated without recourse to either lien holder or lessee.
22. Repairs. Lessee shall repair damages (excluding normal wear and tear) to the Airport and/or the Subject Property which damages are the result of the Lessee's actions or the actions of any invitee of Lessee making use of Subject Property. Repairs shall be completed within thirty (30) days of the date any such damage is incurred. In the event that Lessee cannot reasonably repair such damage within thirty (30) days, Lessee shall provide prior written notice and permission to the City from the Airport Manager. Such an extension shall not be unreasonably withheld, although the City may condition such extension upon the furnishing of collateral for the promise to repair in the form of a bond, cash escrow, or other arrangement acceptable to the Airport Manager.
23. Indemnity. Lessee agrees to indemnify and hold harmless the City during the term of this Lease from any and all losses, actions or judgments for damages from any and all claims made by a third party against the City arising out of the negligence or other acts of the Lessee or Lessee's invitees in their use of the Subject Property. City agrees to indemnify and hold harmless the Lessee during the term of this Lease from any and all losses, actions or judgments for damages from any and all claims made by a third party against the Lessee arising out of the negligence or other acts of the City or City's invitees, agents, employees or instrumentality in their use of the Subject Property.
24. Insurance. Lessee shall carry at all times during the term of this Lease fire and extended insurance coverage, including also against water damage as an indirect result of fire, and including a provision for debris cleanup, in an amount not less than ninety percent (90%) of the full replacement value of Leasehold Improvements and such further insurance as follows:
 - A. Public liability insurance coverage for a total amount of not less than \$1,000,000 Combined Single Limit for bodily injury and property damage. A current certificate of insurance evidencing compliance and naming City as an "Additional Insured" shall be maintained with the City at all times during the term

GENERAL AVIATION LEASE

of lease. The limits of insurance shall not be deemed a limitation of Lessee's covenants to indemnify or hold harmless City as set forth above; and

B. Public liability insurance on all aircraft owned, leased or controlled by Lessee with a Combined Single Limit for a total amount of not less than \$1,000,000 subject to availability of such coverage in the marketplace at regular premium rates. Subject to the preceding sentence, these minimum limits may be increased by State law or the City during the term of this Lease or upon any renewal of this Lease. Each policy of insurance shall contain the full substance of the following clause: "It is agreed that this policy shall not be canceled nor the coverage reduced until thirty (30) days after the City of McCall shall have received written notice of such cancellation or reduction. The notice shall be sent by certified or registered mail and shall be deemed effective the date delivered to the City of McCall, as evidenced by a properly validated return receipt."

25. Termination by Lessor for Cause. Should the Lessee fail to comply with any material obligation in this Lease, the City may terminate this Lease with sixty (60) days prior written notice subject to the terms of this Lease and the Lessee's right to cure such failure as herein provided. Any breach of the terms of this Lease must be cured within that sixty (60) day period or the Lease is deemed terminated and the City takes possession of the Subject Property and improvements as described herein and as allowed by law; or if the failure could only be reasonably remedied in a period of time exceeding sixty (60) days, failure within such sixty (60) days to undertake reasonable steps to begin such cure or failure thereafter diligently to pursue the cure to completion within a reasonable time. City shall provide written notice to Lessee of City's intent to terminate, and this Lease shall terminate as of the date or upon the lapse of time as above provided, as the case may be.
26. Termination by Lessee for Cause. This Lease may be terminated by Lessee as follows:
- A. The permanent abandonment of the Airport as a public and/or general and/or commercial air facility and/or as a facility in substantially the present or larger size and/or substantially the present or more extensive use.
- B. The assumption by the United States Government, or by any authorized agency of the United States, of this Lease, or of the operation, control or use of the Airport, or of any substantial part or parts of the Subject Property, in such a manner as substantially restrict Lessee from operating in a reasonable manner, for a period of more than 120 days. The use of the Airport by the United States Forest Service or, or like agency, during fire season shall not be considered a substantial restriction.
- C. Issuance by any Court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period more than 120 days.

GENERAL AVIATION LEASE

D. Any other reason and/or cause which is beyond the reasonable control of Lessee which in any way substantially restricts the present type of use of the Airport for a period of more than 120 days. The use of the Airport by the United States Forest Service, or like agency, during fire season shall not be considered such a substantial restriction.

E. The default by City in the performance of any covenant or agreement required in this Lease to be performed by City, and the failure of City to remedy such default for a period of 60 days after receipt from Lessee of written notice to remedy the same, or if the failure could only be reasonably remedied in a period of time exceeding 60 days, failure within such 60 days to undertake reasonable steps to begin such cure or failure thereafter diligently to pursue the cure to completion within a reasonable time. Lessee shall provide written notice to City of Lessee's intent to terminate, and this Lease shall terminate as of the date or upon the lapse of time as above provided, as the case may be. Rentals and fees due hereunder shall be payable only to the date of valid termination by Lessee, and all obligations of any kind or nature of Lessee under this Lease shall end upon such a valid termination.

27. Holding Over. In the event Lessee holds over after the expiration of the Lease or of any renewal of this Lease, such holding over shall be deemed to be a tenancy from month to month subject to conditions established by the Airport Manager, including but not limited to, an increase in the rental rate.
28. Abandonment. If Lessee abandons the Subject Property (other than during winter months or other temporary periods when Lessee's officers and employees may have established residence other than in Valley County), is dispossessed by third parties by process of law or otherwise, the City may terminate this Lease on sixty (60) days advance written notice to Lessee; and Lessee shall not be entitled to the return of prepaid rent under this Lease. Any real or personal property belonging to Lessee and left on the Subject Property after sixty (60) days following notice of termination on grounds of abandonment or dispossession shall be deemed to have been transferred to City. City shall have the right to remove and dispose of such property without liability therefore to Lessee, or to dispose of it to any person claiming under Lessee, or may transfer it to a new lessee, or may simply dispose of it as solid waste; and City shall have no need to account therefore.
29. Right of First Refusal. Upon the expiration or involuntary termination of this Lease or of any renewal of this Lease, the City shall have the first right of refusal to purchase or accept transfer of Leasehold Improvements, and may transfer this right of first refusal to a new lessee. Under such circumstances, Lessee, and any person proposing to sell or transfer such improvements by or through or under Lessee, shall first give notice to the City advising of the proposed sale or transfer, and its price and terms; and the City shall have thirty (30) days following receipt of such notice to evaluate and execute a decision regarding the proposal of sale or transfer,

GENERAL AVIATION LEASE

and its price and terms. If the City pursues acquisition of improvements, such sale or transfer shall be completed no later than ninety (90) days following receipt of initial notice from the Lessee.

30. Legal Proceedings. If any legal action or proceeding related to this Lease is begun by any party to this Lease, the prevailing party shall be entitled to recover its costs, damages, and expenses, including commercially reasonable attorney fees and witness and expert witness fees, incurred in prosecuting or defending the same, whether or not such action or proceeding is litigated or prosecuted to judgment. The prevailing party will be that party who was awarded judgment as a result of trial or arbitration, unless the dispute was only as to the amount of a claim conceded to exist, in which case the finder of fact shall determine the identity of the prevailing party.
31. Governing Law. This Lease is governed by the law of Idaho, and Valley County, Idaho is the proper venue.
32. Headings. The headings of paragraphs and articles of this Lease are provided as a guide to the reader, and shall not in any way affect the meaning or interpretation of this Lease.
33. Time of the Essence. Time is of the essence with respect to the obligations of the parties under this Lease.
34. No Election of Default Remedies. In the event of any default under this Lease, the non-defaulting party shall be entitled to all rights, powers and remedies available at law or in equity, including, without limitation, specific performance, damages and equitable relief, and/or resort to any security. Any rights, powers and remedies stated in this Lease, or now or hereafter existing in law, at equity, by statute, or otherwise are cumulative and concurrent, and shall each be in addition to, and not in lieu of, all the others. The exercise or the beginning of the exercise or the forbearance of exercise by any party of any one or more of such rights, powers, and remedies shall not preclude the simultaneous or subsequent exercise by such party of any or all of such other rights, powers, and remedies.
35. No Waiver of Rights. The neglect of the City or the Lessee to enforce its rights, powers or remedies at any particular times or upon any particular occurrences shall not preclude resort to those rights, powers or remedies at any other time or with respect to any other occurrences. Any waiver of any right, power, or remedy must be done in a writing executed by the party to be charged with such waiver, and executed with no fewer or different formalities and approvals than were attendant upon execution of this Lease. Any waiver of a breach of a covenant, term, or condition of this Lease shall not be deemed a waiver of any other breach of the same or any other covenant, term or condition of this Lease. Acceptance of overdue performance of a covenant, term, or condition of this Lease shall not constitute a waiver of the breach existing prior to the performance, unless so agreed in writing

GENERAL AVIATION LEASE

by the recipient of the performance.

36. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, terrorist acts, acts of war, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, government controls, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage; provided, however, that this clause shall not bar resort by City to any security applicable to the furnishing of such performance under circumstances in which City acting to obtain alternative performance would not be subject to such force majeure. The term "governmental restrictions, governmental regulations, government controls, ... [and] hostile government action" shall not be construed to have any reference to City enforcing this Lease or any other agreement between the City and any other party, nor the City enforcing the City Code or other applicable law, nor any other government enforcing an agreement with a party or the conditions on the issuance of its permit(s) issued to a party.
37. Counterpart Execution. This Lease may be executed in any number of counterparts. No single counterpart need be signed by all parties to this Lease; so long as each party hereto has executed at least one such counterpart, this Lease shall be considered fully executed. Each such counterpart shall be deemed to be an original instrument; and all such counterparts together shall constitute but one agreement. Facsimile signatures are deemed to have the same legal weight as original signatures.
38. Burden and Benefit; Assignment. This Lease shall bind and insure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. Lessee shall neither assign this Lease, nor sublet or rent all or any part of Subject Property, without the written consent of the City, which consent shall not be unreasonably withheld. Assignment of leasehold interest shall not cause the lease rate to change except as otherwise provided in this Lease.
39. Integration. All exhibits and other attachments, if any, to this Lease are a part of this Lease, as if set out again in this Lease. This Lease constitutes the entire Lease between and among the parties as to the matter set out in it, and all prior negotiations and discussions, memoranda, correspondence, and communications are merged into and extinguished by this Lease; provided, however, that nothing in this Lease shall be held to merge into this Lease any other written document described in this Lease, nor any Subdivision or Development Agreement among any of the parties, unless this Lease expressly identifies such other written document or agreement and states that this Lease supersedes such other document or agreement.

GENERAL AVIATION LEASE

- 40. Counsel and Interpretation. All parties to this Lease have been represented by legal counsel at all stages of the negotiations for and the preparation of this Lease, including during the proceedings relating to the approval and the conditions of approval of any project or development which approval or conditions gave rise to this Lease; accordingly, in all cases, the language of this Lease will be construed simply, according to its fair meaning, and not strictly for or against any party.

- 41. Notice. Notices between the parties may be made by personal delivery or by United States mail, postage pre-paid, registered or certified, with return receipt requested, or by telegram, facsimile transmission or mail-o-gram or by recognized courier delivery (e. g. Federal Express, UPS, DHL, etc.) addressed to the parties, as the case may be, at the address set forth below or at such other addresses as the parties may subsequently designate by written notice given in the manner provided in this section. The parties are required to provide any change of address to each other.

Lessor: McCall Municipal Airport
Attn: Airport Manager
216 E. Park St.
McCall, ID 83638

Copy to: City of McCall
Attn: City Manager
216 E. Park St.
McCall, ID 83638

Lessee: Paul Schaetzel & Laurie Birch
4040 Stetson Ave.
Rosamond, CA 93560

Copy to: _____

**SIGNATURES FOR THE CITY OF MCCALL ARE ON
PAGE 15 OF 16**

SIGNATURES FOR THE LESSEE ARE ON PAGE 16 OF 16

GENERAL AVIATION LEASE

LESSOR: CITY OF MCCALL, IDAHO

By: _____
Jackie J. Aymon, Mayor

Attest: _____
BessieJo Wagner, City Clerk

STATE OF IDAHO)
 : ss
County of Valley)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Jackie J. Aymon and BessieJo Wagner, the Mayor and City Clerk, respectively of the CITY OF McCALL, IDAHO, known to me or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same and were so authorized to do so on behalf of the City of McCall, Idaho.

(SEAL)

Notary Public for Idaho
Commission Expires: _____

Jay Scherer, Airport Manager

STATE OF IDAHO)
 : ss
County of Valley)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Jay Scherer, 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.

(SEAL)

Notary Public for Idaho
Commission Expires: _____

GENERAL AVIATION LEASE

LESSEE:

Paul Schaetzel
STATE OF _____)
: ss
County of _____)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul Schaetzel, 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.

(SEAL)

Notary Public for _____
Commission Expires: _____

Laurie Birch
STATE OF _____)
: ss
County of _____)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Laurie Birch, 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.

(SEAL)

Notary Public for _____
Commission Expires: _____

EXHIBIT A
DROULARD LAND SURVEYING, INC.

JOEL W. DROULARD
Professional Land Surveyor

POST OFFICE BOX 69
McCALL, IDAHO 83638

TELEPHONE 208-630-3423
E-MAIL JOEL@DROULARD.COM

October 21, 2014
HANGER PARCEL 214
McCALL MUNICIPAL AIRPORT

A parcel of land situate in the E ½ of the SW ¼ of Section 16, Township 18 North, Range 3 East, Boise Meridian, City of McCall, Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the 1/4 Corner common to Sections 16 and 21, Township 18 North, Range 3 East, Boise Meridian, City of McCall, Valley County, Idaho; thence, S. 89° 38' 17" W., a distance of 112.83 feet along the south boundary of said Section 16; thence, N. 01° 08' 35" W., a distance of 47.23 feet, to the REAL POINT OF BEGINNING:

Thence, S. 88° 51' 25" W., a distance of 150.00 feet,
Thence, N. 01° 08' 35" W., a distance of 95.00 feet,
Thence, N. 88° 51' 25" E., a distance of 150.00 feet,
Thence, S. 01° 08' 35" E., a distance of 95.00 feet to the point of Beginning, containing
14,250 square feet, more or less.

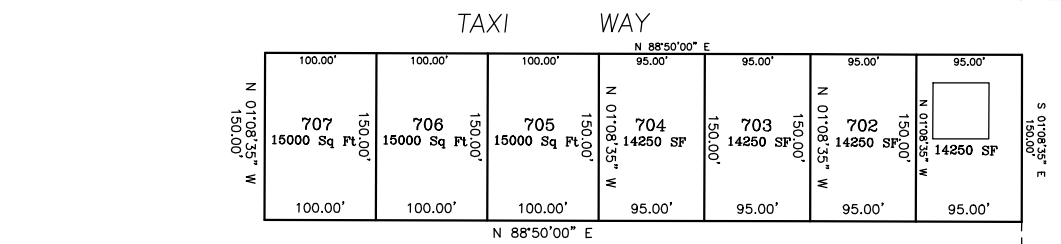
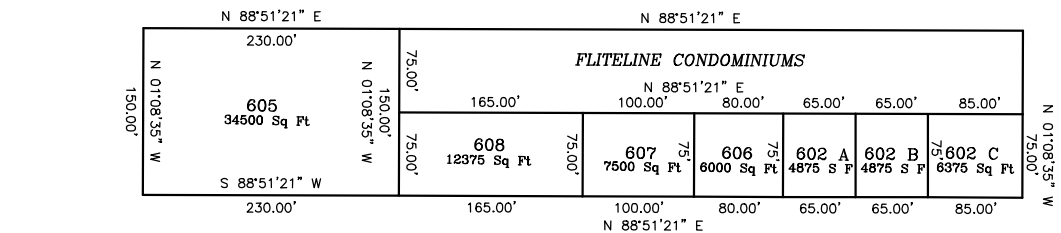
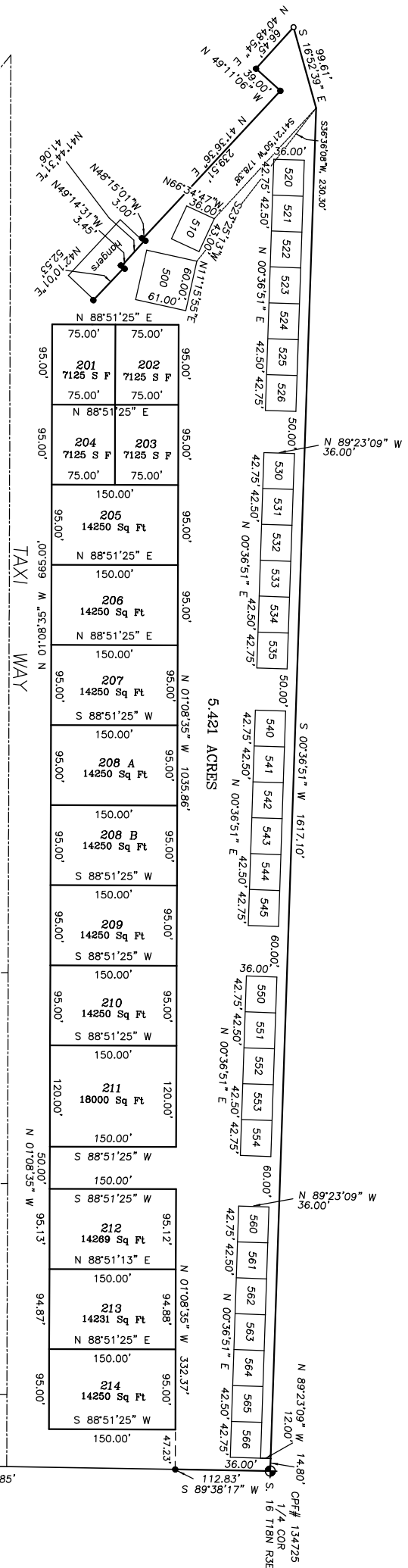
Bearings based on State Plane grid Azimuth.



EXHIBIT B

HANGER PARCELS McCALL MUNICIPAL AIRPORT

drawing prepared by:
Droulard Land Surveying
Nov. 3, 2014



BASIS OF BEARINGS
 S 89°38'17" W
 1155.52'
 362.85'
 135.17'
 S 01°08'35" W
 94.87'
 95.00'
 N 01°08'35" W
 332.37'
 47.23'
 112.83'
 S 89°38'17" W
 S 16°18'N R3E
 C/P# 134225
 1/4 COR

EXHIBIT C
SPECIAL ADDITIONAL TERMS

None

RESOLUTION NO. 16-21

A RESOLUTION OF THE CITY OF McCALL, VALLEY COUNTY, IDAHO, ESTABLISHING THE MINIMUM STANDARDS FOR COMMERCIAL OPERATIONS AND PRIVATE USERS OF THE MC CALL MUNICIPAL AIRPORT; REPEALING RESOLUTION NUMBER 10-20 AND ALL AMENDMENTS THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the McCall Airport Advisory Committee has reviewed and approved the Minimum Standards, and has recommended that the City adopt the Standards hereinafter set forth; and

WHEREAS, the Mayor and Council have reviewed the Minimum Standards at a Council meeting with public attendance on June 30, 2016.

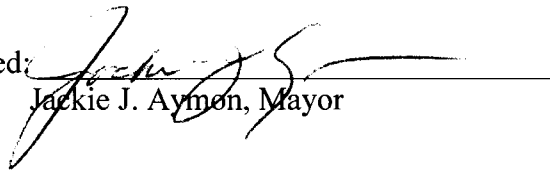
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of McCall, Idaho as follows:

Section 1. That the Minimum Standards for leases or private uses or commercial operations of the McCall Municipal Airport, McCall, Idaho, dated August 25, 2016, a copy of which is hereto attached as Exhibit A and by this reference incorporated herein, be, and the same are hereby adopted.

Section 2. That all previous Minimum Standards and any and all other amendments if any, are hereby repealed by the August 25, 2016 Minimum Standards.

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

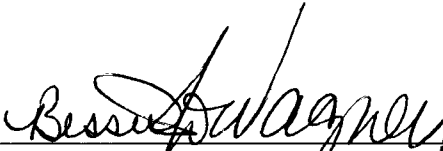
PASSED by the City Council of the City of McCall, Idaho, this 8 day of September, 2016.

Signed: 
Jackie J. Aymon, Mayor

ATTEST:

I certify that the above Resolution was duly adopted by the City Council of the City of McCall on September 8, 2016 by the following vote:

Ayes: 4
Noes: 0
Absent: 1

By 
BessieJo Wagner, City Clerk

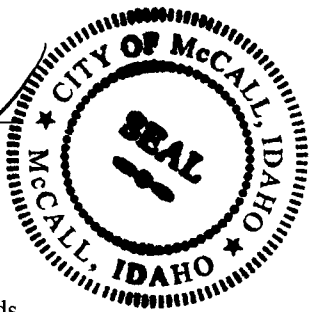


EXHIBIT A

MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

At the

McCALL MUNICIPAL AIRPORT

PART I

INTRODUCTION, PURPOSE & DEFINITIONS

INTRODUCTION:

The objectives sought in these Minimum Standards are to:

- Promote safety in all airport activities
- Protect airport users from unlicensed and unauthorized products and services
- Maintain and enhance the availability of adequate services for all airport users
- Promote the orderly development of airport land
- Ensure efficiency of operations

PURPOSE:

These minimum standards are utilized to authorize the aeronautical activities which may take place at McCall Airport, as recommended by the Airport Advisory Committee and Airport Manager and approved by the City Council.

DEFINITIONS:

The applicable definitions are listed in Appendix A.

PART II

APPLICATIONS FOR LEASES, LICENSES AND PERMITS

Requests for new leases or for the assignment of existing leases of ground and/or facilities on the Airport or for licenses to carry on any commercial, business or aeronautical activity on the Airport shall be made to the Airport Manager. The Airport Manager shall thereafter present the application to the Airport Advisory Committee for its review and recommendations and finally to the City Council for its approval. The applicant shall submit all information and materials necessary, or requested by the above, to prove that the applicant will qualify under and will comply with the Minimum Standards. The application shall be signed and submitted by an owner of the business, a partner (if a partnership), or a corporate officer/director.

Minimum Application Information: The Airport Manager will not accept or take action on an application or in any way permit the installation of a commercial activity until the proposed lessee/licensee, in writing, submits a completed application (see Appendix B for application template) which sets forth the scope of the proposed operation, including the following:

- Contact Information:** Name, address, phone number, and email address of the applicant.
- Proposed Use:** A detailed explanation of the proposed land use, facility use and/or activity.
- Personnel Qualifications:** The names and the qualifications of the personnel to be involved in conducting such activity.
- Applicant Qualifications:** Explanation of how the applicant meets all of the qualifications and requirements established by these Minimum Standards, as well as the Airport's and FAA's Rules and Regulations.
- Safety Hazard:** Does the applicant's proposed operations or construction create a safety hazard on the Airport?
- Cost to the Airport:** Will granting of the application require the City of McCall to spend Airport funds or to supply labor or materials in connection with the proposed operations, or will the operation result in a financial loss to the City of McCall?
- Availability:** Is there adequate available space on the Airport to accommodate the entire activity of the applicant at the time of application?
- Compliance with Master Plan:** Does the proposed operation, airport development, or construction comply with the current Master Plan and Airport Layout Plan?
- Congestion:** Does the development or use of the area, as requested by the applicant, deprive existing users of portions of their operations area? Will the development or use cause undue congestion of aircraft or buildings? Will the development or use unduly interfere with the operations of any present user by interfering with aircraft traffic or preventing free access to any other facility?

•**Ecological Considerations:** Do the proposed uses comply with Environmental Protection Agency, Department of Environmental Quality, Valley County Health District and City of McCall Planning and Zoning requirements for the protection of the health, welfare and safety of the inhabitants of the City of McCall?

Supporting Documents: If requested by the Airport Manager, the Airport Advisory Committee, or the City Council, the applicant shall submit the following supporting documents to the Airport Manager, together with such other documents and information, as may be requested:

- Financial statements, including current/actual balance sheet and income statement, and projected/pro-forma balance sheet and income statement, with the use/activity-sought included.
- Credit report authorization.
- An economic-feasibility study.
- Authorization for release of information from such persons as the City and Airport Manager shall deem necessary, to determine the applicant's qualifications to perform as set forth in the application. The applicant shall also provide a release for any information, which may be required under federal or state law or regulation.
- The City Council may require the applicant to post a performance bond.

Review of Application: The City Council, with the recommendation of the Airport Manager and the Airport Advisory Committee, shall determine whether or not the applicant meets the standards and qualifications as herein set out, and whether or not such application should be granted in whole or part, and if so, upon what terms and conditions.

In reviewing an application, the following additional factors will be considered:

- Misrepresentation:** If the applicant supplied the City of McCall, Airport Manager, or Airport Advisory Committee with any false information, or misrepresented any material fact in the application or supporting documents. If the applicant failed to make full disclosure on the application or supporting documents.
- History of Violations:** If any party applying or having an interest in the applicant's business has a record of violating the Minimum Standards or Rules and Regulations of another airport or the FAA, or has violated any Federal or other state's statutes.
- Prior Defaults:** If any party applying or having an interest in the business defaulted in the performance of any lease or other agreement with the Airport or the City of McCall.
- Poor Business Record:** If any party applying for or having an interest in the business has a record indicative of unsatisfactory business practices.

Lease or Agreement: Upon the approval of any such applications as submitted or modified, the City Council, after considering the recommendations of the Airport Manager and the Airport Advisory Committee, may cause to be prepared a suitable lease or license, which sets forth the terms and conditions of the land and/or the facility use. The lease or license shall be conditional upon or contain the following minimum conditions and assurances, and the City Council may require such additional terms, conditions and assurances, as is deemed necessary in a particular instance:

- The Lessee/Licensee is in compliance with and will remain in compliance with the Minimum Standards required for each activity.
- Any structure or facility to be constructed or placed upon the Airport shall conform to all federal, state and local safety regulations, current building codes, and fire regulations. Any construction once commenced will be diligently pursued to completion. Completion and occupancy of the structure must occur within 24 months after the execution of the lease. Failure to achieve either substantial progress or completion shall constitute cause for the City of McCall to cancel the lease/license, or to extend the completion dates for construction.
- All new construction, external modifications to an existing building, and underground excavation will be coordinated with the Airport Manager, and approved by all appropriate federal, state and city agencies.
- The right shall be reserved by the City Council to amend the Minimum Standards for the Airport. Any lease or agreement may be terminated or cancelled in the event of failure to comply with any modification or amendments to Minimum Standards after notice thereof has been given. Any lessee who is aggrieved by such amendments may apply to the City Council in the same manner as for a variance under the Planning and Zoning Act of the City of McCall.
- Adequate assurance of performance of the lease/license by the lessee/licensee will be provided to the City of McCall. Such assurance may be in the form of a security agreement, cash bond, or in such other manner or form as the City Council deems adequate, in its sole discretion.
- Proper insurance and hold-harmless clauses in such amounts and under such conditions, as the City Council deems proper, shall be incorporated in said lease.
- There shall be no assignment, transfer or sales of the lease/license without prior written consent of the City Council, which shall not be unreasonably withheld.

Lease Assignment: Lease Assignments are required when a hangar/lease is sold or transferred.

Commercial leases will require a complete lease application. Leases 102 through 105 are commercial land leases and require a full application. These leases are currently known as the Whitetail Hangar, McCall Aviation, McCall Fuel Farm, Carter Family Trust (DEW or Pioneer) and Sawtooth Aviation.

PART III

MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

In addition to meeting the requirements of Part II, every person conducting commercial aeronautical activities shall meet the additional requirements as hereinafter set out. No Fixed Base Operation (FBO), Specialized Aviation Service Operation (SASO), Independent Operation (IO) or other lessee or licensee shall engage in any business or activity other than those for which they have received approval from the City Council. For additional guidance, refer to Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5190-7, "Minimum Standards for Commercial Aeronautical Activities."

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

It is the intent of this policy to promote fair competition at the McCall Municipal Airport, but not to expose those who have undertaken to provide commodities and services to unfair or irresponsible competition. This policy sets minimum standards to be met by those who propose to conduct a commercial aeronautical activity. These standards, by expressing minimum levels of service offered and insurance coverage obtained, relate primarily to the public interest, but appropriate requirements, uniformly applied, discourage substandard enterprises, thereby protecting both established aeronautical activities and Airport patrons.

It is not the policy of the McCall Municipal Airport management or the City Council to impose an unreasonable requirement or standard not relevant to the proposed activity. The City Council reserves the right to waive any of the standards listed under this part, if in the opinion of the City Council, the existing conditions justify such a waiver.

Aeronautical service providers of more than one aeronautical activity must meet the more restrictive standard, if the standard is different from one activity to another.

Aeronautical service providers co-located in the same building may consolidate space as follows:

- **Square Footage:** Square footage required by the consolidated activity must meet or exceed the combined square footage requirements of the individual activities.
- **Restrooms:** Restrooms may be shared provided the number of water closets and lavatories meets the requirements of the city's adopted version of the International Building Code for Business use unless otherwise indicated in these Minimum Standards. If the building is shared by differing aeronautical activities, the rules for the activity with the most restrictive standard shall apply.
- **Parking:** Parking for multiple commercial aeronautical activities may be consolidated in the same lot provided the total number of spaces available meets the combined requirements of all aeronautical service providers using the lot.

Aeronautical services not co-located in the same building may not share assets except for parking. Parking may be shared provided the number of spaces available meets the combined requirement of the involved aeronautical service providers.

Proposals for future TTF activity must first be submitted to the Airport Manager and require a recommendation from the Airport Advisory Committee to City Council. If City Council chooses to consider a TTF plan, then a public hearing with Planning and Zoning and a separate public hearing with McCall City Council would be required, even if not normally required under current Planning and Zoning rules.. Additionally, FAA is required to comment as to the acceptability of the proposed TTF to ensure that the proposal does not violate any existing airport grant assurances.

Any TTF activities are required to pay airport access fees as stipulated by FAA directives. Landing fees, fuel flowage fees and other fees as determined by City Council would also be required to be paid by TTF operators.

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

PART IV

AMENDMENT, REVIEW AND EFFECTIVE DATE

Amendment: The City Council may upgrade or amend these Minimum Standards at any time, as it shall deem appropriate, for the equitable and improved use of the airport by commercial entities and in the best interests of the citizens of McCall.

Review: The AAC will undertake a full review of these Standards in five (5) years from the effective date, or earlier, if requested by the Council.

Effective Date: These Minimum Standards shall be in full force and effect from the date of their adoption by the City Council of McCall, by resolution duly enacted and signed.

DEFINITIONS

- AAC:** Airport Advisory Committee.

- Aeronautical Activity:** Any activity conducted on airport property that makes the operation of an aircraft possible or that contributes to, or is required for, the safe operation of aircraft.
The following activities are considered to be aeronautical activities:
 - Aerial surveying
 - Aerial photography
 - Aircraft paint or upholstery
 - Aircraft rental
 - Aircraft sales
 - Aircraft storage
 - Air carrier operations (passenger and cargo)
 - Air taxi and charter operations
 - Aviation fuel and oil sales
 - Avionics or instrument sales and repair
 - Banner towing
 - Crop dusting
 - Engine or propeller sales and repair
 - Flying clubs
 - General and corporate aviation
 - Sky-diving
 - Pilot training
 - Repair and maintenance of aircraft
 - Sale of aircraft parts
 - Sightseeing
 - Any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as an aeronautical activity.

- Aeronautical Service-Provider Classes:**
 - Fixed Base Operator (“FBO”)
 - Specialized Aviation Service Operation (“SASO”)
 - Independent Operators (“IO”)

- Agreement or Lease:** A contract executed between the airport and an entity granting a concession that transfers rights or interest in property, or otherwise authorizes the conduct of certain activities. The agreement or lease must be in writing, executed by both parties, and enforceable by law.

- Air Charter:** An entity that provides on-demand, non-scheduled passenger service in aircraft having no more than 30 passenger seats, and which must operate under the appropriate Federal Aviation Regulations (FARs).

- Aircraft:** Any contrivance now known or hereafter invented, used, or designed for navigation of, or flight in the air. Excluded from this definition are ultra-lights, gliders, and para-gliders.

- Aircraft Maintenance:** The repair, maintenance, adjustment, or inspection of aircraft. Major repairs include major alterations to the airframe, power-plant, and propeller, as defined in Part 43 of the FARs. Minor repairs include normal and routine annual inspections with attendant maintenance, repair calibration, adjustment, or repair of aircraft and associated accessories.
- Airport Sponsor:** A local municipal or state government body, or a private entity obligated to the federal government to comply with the assurances contained in grant agreements or property-conveyance instruments. A sponsor may be an entity that exists only to operate the airport, such as an airport authority established by state or local law. For this document, the terms airport sponsor and airport owner are used interchangeably.
- Assurance:** A provision contained in a federal-grant agreement to which the recipient of federal airport development assistance has voluntarily agreed, in consideration for the assistance provided.
- Aviation-Related Activity:** Any activity conducted on airport property that provides service or support to aircraft passengers or air cargo, such as:
 - Auto parking lots
 - Car rentals
 - Concessions
 - Ground transportation
 - Restaurants
 - Any other service or support activities that can appropriately be called aviation-related.
- Commercial Aeronautical Activity:** Any aeronautical activity that involves, makes possible, or relates to the operation of Aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective is accomplished.
- Commercial Non-Aeronautical Activity:** Any activity not directly related to the operation of Aircraft, (e.g., restaurant, rental cars, ground transportation, or other concessions), the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective is accomplished.
- Entity:** Any person(s), firm, partnership, limited-liability company, corporation, unincorporated proprietorship, association, or group.
- Equipment:** All personal property and machinery together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the activity being performed.
- FAA:** Federal Aviation Administration.
- FAR:** Federal Aviation Regulation.
- Fixed Base Operator (FBO):** Commercial business providing multiple aeronautical services, including, at a minimum, aircraft fueling, storage, tie-down and parking, base-line services

(including aircraft towing, deicing, engine-preheating, oxygen and APU servicing) and associated pilot and passenger facilities (lobby, restrooms, flight planning room, etc.).

- Grant Agreement:** Any agreement made between an airport sponsor and the FAA, acting on behalf of the United States, for the grant of federal funding or a conveyance of land, either of which the airport sponsor agrees to use for airport purposes.
- Improvements:** All buildings, structures, and facilities. Improvements may include pavement, fencing, signs, and landscaping that are constructed, installed, or placed on, under, or above any leased area.
- Independent Operators (“IO”):** Individual operators performing single-service aeronautical activities on the airport without a ground-lease arrangement with the Airport Sponsor (such as aircraft washing, flight instruction, and maintenance).
- Lease:** A contract between the airport owner and an entity granting a concession that transfers rights or interests in property, or otherwise authorizes the conduct of certain activities. The lease must be in writing, executed by both parties, and enforceable by law.
- Minimum Standards:** The criteria established by an airport owner as the minimum requirements that must be met by businesses, in order to engage in providing on-airport aeronautical activities or services.
- Operator:** The term applies to both commercial and non-commercial operators.
- SMS:** Safety Management System for use by certificate holders, managed by the FAA.
- SPCC:** Spill Prevention Control and Countermeasures.
- SWPP:** Storm Water Pollution Protection (plan).
- Specialized Aviation Service Operation (“SASO”):** A commercial business providing less than full (i.e., limited) FBO services. Generally, SASOs are single-service providers (e.g., maintenance, flight school, avionics shop); however, they may provide more than one aeronautical service.
- Sublease:** A lease agreement entered into by a lessee with another entity that transfers rights or interests in property or facilities, and that is enforceable by law.
- Tenant:** A person or entity who occupies or leases property on the Airport, or who conducts business operations of any kind upon the Airport premises, regardless of whether there exists a written agreement with the City of McCall.
- Through-the-Fence Rights:** The rights of access directly onto airport property from private property which is contiguous to the airport.

APPLICATION FOR LEASE / LICENSE

Name:

Contact:

Address:

Phone:

E-mail:

Attach legal description and plot plan of lease.

Attach airport map, showing location of lease.

Square footage requested:

Covered area _____

Uncovered area _____

Total leased square footage _____

Proposed land use, facility and/or activity sought: (Aircraft storage, or commercial aviation activity)

Names and qualifications of the personnel to be involved in conducting such activity:

Qualifications:

Safety hazard:

Cost to the Airport:

Availability:

Compliance with the Master Plan:

Congestion:

Ecological considerations:

For commercial aviation activities:

List all activities to be performed under the lease:

How does lease meet the Minimum Standards for each commercial activity?

Describe experience related to performance of these commercial activities:

Describe the business communications plan, including:

Contact information for principals in the business:

Contact information for daily operations:

Contact information for the public:

How does the public access the business?

Where does the public park?

Assignment Only: Attach sales agreement, bill of sale, deed or other documentation showing new ownership.

Lease rates:

Covered-area present lease rate _____

Uncovered-area present lease rate _____

Total present annual lease fee _____

Hangar number (if assigned):

Original date of lease _____

Original term of lease _____, Number and length of lease options _____

Lease rate upon assumption _____ covered

Annual lease fee upon assumption _____

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

	Aircraft Maintenance and Repair	Aircraft Rental	Flight Instruction / Flight School	Full Service Fuel & Oil Sales	Self Service Fuel Sales	Aircraft Storage / Hangar Rental	Air Taxi / Charter
Services Offered	Airframe, powerplant and accessory maintenance and repair	Aircraft Rental	Ground school and flight instruction	Retail sales of 100LL, JetA, and aviation oils.	Retail sales of 100LL and JetA with no assistance from the Aeronautical Activity Provider	Use of hangar space for compensation	Revenue charter /air taxi flights
Licenses/permits required	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, business license	Land lease, business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license
Amount of Land Required	N/A	N/A	N/A	1 acre	1/2 acre for 100LL only. 1 acre for Jet A or both Jet A and 100LL.	N/A	N/A
Size, type, and amount of facilities required	1 permanent restroom; 1600 sf shop space; suitable outside storage for waiting aircraft	100 sf office space	1 permanent restroom; 250 sf classroom/office space	2 permanent restrooms, public telephone, 100 sf flight planning, 200 sf waiting room	public telephone, 100 sf flight planning / waiting room / restroom	N/A	1 permanent restroom; 1000 sf passenger lobby; table desk or counter space
Automobile Parking Required	Per City Ordinance - Industrial Use (minimum of 2 spaces)	Per City Ordinance - Industrial Use (minimum of 2 spaces)	Per City Ordinance - Other Comm Use (minimum of 2 spaces) **Only finished sq ft used toward space rqmt	Per City Ordinance - Industrial Use	Per City Ordinance - Industrial Use	Per City Ordinance - Industrial Use	Per City Ordinance - Other Comm Use (minimum of 5 spaces) **Only finished sq ft used toward space rqmt
Number, type and training of Personnel	At least 1 FAA certified A&P mechanic	N/A	At least 1 FAA authorized CFI	At least 1 trained line service technician	N/A	N/A	Properly certified and qualified operating crew
Equipment Needed	Equipment, parts, and supplies as required for FAA certification	At least 1 aircraft available for rent	N/A	Approved filtration systems; aircraft tugs/tow bars; inflate tires; charge batteries; deice aircraft; computerized wx & flight planning	Approved filtration systems; computerized wx & flight planning	aircraft tug or towbars suitable for aircraft stored	Suitable, properly certified aircraft
Type and amount of inventory needed	N/A	N/A	N/A	10,000 gal storage capacity for each 100LL and JetA; 5 day's supply of each 100LL, JetA, and aviation oils	10,000 gal storage capacity and 5 day's supply for any grade provided	N/A	N/A
Environmental, Safety & Security	Customers Escorted	Customers Escorted	Customers Escorted	SPCC Plan, Customers Escorted, Vehicle Safety Plan	SPCC Plan, Vehicle Safety Plan	Vehicle Safety Plan	Customers Escorted; Vehicle Safety Plan
Contact Methods / Public Accessibility	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office. 24 hr call-out available	Posted after hours number on bldg & at Mgrs Office; Posted fuel price; Respond to problems in 24 hrs	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office
Days and Hours of Operation	Posted on bldg	Posted on bldg	Posted on bldg	Posted on bldg; Open 7 days/week and 4 hours/day excl. gov't holidays & others as apprvd by Airport Mgr	Open 24 hours 7 days / week 365 days / year	Posted on bldg	Posted on bldg
General Liability Insurance	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured
Premises Insurance	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value
Products & Completed Ops Insurance	\$1,000,000	N/A	N/A	\$1,000,000	\$1,000,000	N/A	N/A
Hangarkeepers Insurance	\$500,000	\$500,000	\$500,000	\$500,000	N/A	\$500,000	N/A
Aircraft Liability Insurance	N/A	\$1,000,000	\$1,000,000	N/A	N/A	N/A	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	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.

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

	Scheduled Air Service	Specialty Commercial Flying	Aircraft Sales	Rental Cars	Flying Clubs	Engine, Propeller, or Avionics	Aircraft Paint and/or Upholstery
Services Offered	Revenue scheduled air service	Any/all for-hire flying not regulated by 14 CFR Part 121 or 135 (e.g. skydiving, crop dusting)	New and/or used aircraft sales	Rental cars located/delivered on-airport	Club flying only. No revenue flights.	Engine, Propeller, Avionics and/or instruments sales and repair	Aircraft Paint and/or Upholstery
Licenses/permits required	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license
Amount of Land Required	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Size, type, and amount of facilities required	2 permanent restrooms; 1600 sf passenger lobby; desk or counter space	100 sf office space	100 sf office space	100 sf office space	100 sf office space	1 permanent restroom; 1600 sf shop space	1 permanent restroom; 1600 sf shop space
Automobile Parking Required	Per City Ordinance - Other Comm Use (minimum of 10 spaces) **Only finished sq ft used toward space rqmt	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 rqmt	Per City Ordinance - Industrial Use OR 1 space per on-site car, whichever is less	Per City Ordinance - Other Comm Use (minimum of 1 space per aircraft in the club) **Only finished sq ft used toward space rqmt	Per City Ordinance - Industrial Use (minimum of 2 spaces)	Per City Ordinance - Industrial Use (minimum of 2 spaces)
Number, type and training of Personnel	Properly certified and qualified operating crew	Properly certified and qualified operating crew	N/A	N/A	N/A	Appropriate FAA Licenses	N/A
Equipment Needed	Suitable, properly certified aircraft	Suitable, properly certified aircraft	N/A	At least 1 rental car.	Suitable, properly certified aircraft	Equipment, parts, and supplies as required for FAA certification	Equipment, parts, and supplies as required for FAA certification
Type and amount of inventory needed	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Environmental, Safety & Security	Customers Escorted	Customers Escorted; Vehicle Safety Plan	Customers Escorted	Customers Escorted	Customers Escorted	Customers Escorted	Customers Escorted
Contact Methods / Public Accessibility	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office
Days and Hours of Operation	Posted on bldg	Posted on bldg	Posted on bldg	Posted on bldg	Posted on bldg	Posted on bldg	Posted on bldg
General Liability Insurance	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured
Premises Insurance	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value
Products & Completed Ops Insurance	N/A	N/A	\$1,000,000	N/A	N/A	\$1,000,000	\$1,000,000
Hangarkeepers Insurance	N/A	N/A	N/A	N/A	\$500,000	\$500,000	\$500,000
Aircraft Liability Insurance	As required by 14 CFR Part 205	\$1,000,000	N/A	N/A	\$1,000,000	N/A	N/A
Workmen's Compensation Insurance	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements

See introduction Part III for additional requirements affecting providers of more than one aeronautical activity and the sharing of assets by different providers.

McCall Municipal Airport
Minimum Standards for Commercial Aeronautical Activities
Independent Operators

Appendix C

	Aircraft Maintenance and Repair	Aircraft Rental	Flight Instruction / Flight School	Full Service Fuel & Oil Sales	Self Service Fuel Sales	Aircraft Storage / Hangar Rental	Air Taxi / Charter	Scheduled Air Service	Specialty Commercial Flying	Aircraft Sales	Rental Cars	Flying Clubs	Engine, Propeller, or Avionics	Aircraft Paint/Upholstery
Services Offered	Airframe, powerplant and accessory maintenance and repair	Aircraft Rental	Ground school and flight instruction	Not Permitted	Not Permitted	Not Permitted	Revenue charter /air taxi flights	Not Permitted	Any/all for-hire flying not regulated by 14 CFR Part 121 or 135 (e.g. skydiving, crop dusting)	New and/or used aircraft sales	Rental cars located/delivered on-airport	Club flying only. No revenue flights.	Engine, Propeller, Avionics and/or instruments sales and repair	Aircraft Paint and/or Upholstery
Licenses/permits required	Business license; Airport Access Permit	Business license; Airport Access Permit	Business license; Airport Access Permit	Not Permitted	Not Permitted	Not Permitted	Business license; Airport Access Permit	Not Permitted	Business license; Airport Access Permit	Business license; Airport Access Permit	Business license; Airport Access Permit	Airport Access Permit	Business license; Airport Access Permit	Business license; Airport Access Permit
Amount of Land Required	N/A	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	N/A	N/A	N/A	N/A	N/A
Size, type, and amount of facilities required	N/A	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	N/A	N/A	N/A	N/A	N/A
Automobile Parking Required	N/A	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	N/A	N/A	N/A	N/A	N/A
Number, type and training of Personnel	At least 1 FAA certified A&P mechanic	N/A	At least 1 FAA authorized CFI	Not Permitted	Not Permitted	Not Permitted	Properly certified and qualified operating crew	Not Permitted	Properly certified and qualified operating crew	N/A	N/A	N/A	Appropriate FAA Licenses	N/A
Equipment Needed	Equipment, parts, and supplies as required for FAA certification	At least 1 aircraft available for rent	N/A	Not Permitted	Not Permitted	Not Permitted	Suitable, properly certified aircraft	Not Permitted	Suitable, properly certified aircraft	N/A	At least 1 rental car.	Suitable, properly certified aircraft	Equipment, parts, and supplies as required for FAA certification	Equipment, parts, and supplies as required for FAA certification
Type and amount of inventory needed	N/A	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	N/A	N/A	N/A	N/A	N/A
Environmental, Safety & Security	Airport Access Permit; Acceptance of Airport Rules and Regulations	Airport Access Permit; Acceptance of Airport Rules and Regulations	Airport Access Permit; Acceptance of Airport Rules and Regulations	Not Permitted	Not Permitted	Not Permitted	Airport Access Permit; Acceptance of Airport Rules and Regulations	Not Permitted	Airport Access Permit; Acceptance of Airport Rules and Regulations	Airport Access Permit; Acceptance of Airport Rules and Regulations	Airport Access Permit; Acceptance of Airport Rules and Regulations	Airport Access Permit; Acceptance of Airport Rules and Regulations	Airport Access Permit; Acceptance of Airport Rules and Regulations	Airport Access Permit; Acceptance of Airport Rules and Regulations
Contact Methods / Public Accessibility	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office	Not Permitted	Not Permitted	Not Permitted	Contact number available at Airport Manager's Office	Not Permitted	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office
Days and Hours of Operation	N/A	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	N/A	N/A	N/A	N/A	N/A
General Liability Insurance	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	Not Permitted	Not Permitted	Not Permitted	\$1,000,000 City of McCall named as Additional Insured	Not Permitted	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured
Premises Insurance	N/A	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	N/A	N/A	N/A	N/A	N/A
Products & Completed Ops Insurance	\$1,000,000	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	\$1,000,000	N/A	N/A	\$1,000,000	\$1,000,000
Hangarkeepers Insurance	N/A	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	N/A	N/A	N/A	N/A	N/A
Aircraft Liability Insurance	\$1,000,000	\$1,000,000	\$1,000,000	Not Permitted	Not Permitted	Not Permitted	As required by 14 CFR Part 205	Not Permitted	\$1,000,000	N/A	N/A	\$1,000,000	N/A	N/A
Workmen's Compensation Insurance	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	Not Permitted	Not Permitted	Not Permitted	ID State Statutory Requirements	Not Permitted	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements

ORDINANCE NO. 949

AN ORDINANCE OF THE CITY OF McCALL, VALLEY COUNTY, IDAHO AMENDING CHAPTER 16, *AIRPORT RULES AND REGULATIONS*, OF TITLE 8, *PUBLIC WAYS AND PROPERTY*, OF THE McCALL CITY CODE AS FOLLOWS: IN SECTION 8-16-1, *DEFINITIONS*.; ADDING A DEFINITION FOR UAS: UNMANNED AIRCRAFT SYSTEM; IN SECTION 8-16-2, *AIRPORT RULES; GENERAL*.; ADDING SUBPARAGRAPH (F) TO PROVIDE THAT UAS OPERATIONS SHALL BE CONDUCTED ACCORDING TO CURRENT FAA POLICY; IN SECTION 8-16-3, *GROUND RULES*.; ADDING SUBPARAGRAPH (K) TO REQUIRE PRIOR APPROVAL FOR STAGING AND PARKING LOCATIONS FOR UNATTENDED VEHICLES OR AIRCRAFT; AMENDING SECTION 8-16-7, *FEES*.; SUBPARAGRAPH (G), *PERMITS, AGREEMENTS, AND LEASES*.; PARAGRAPH 3, *LEASE ASSIGNMENTS*.; TO ADD A REQUIREMENT THAT HANGARS WITH SEWAGE HOLDING TANKS BE CONNECTED TO THE CITY SEWER SYSTEM IN CERTAIN CIRCUMSTANCES, ADDING PARAGRAPH 4, *NEW LEASES*, ADDING PARAGRAPH 5, *LEASE EXTENSIONS UPON LEASE EXPIRATION*.; TO REQUIRE THAT LEASES FOR TERMS OTHER THAN THE STANDARD LEASE TEMPLATE BE REVIEWED BY THE AIRPORT ADVISORY COMMITTEE FOR RECOMMENDATION AND COMMENT TO THE CITY COUNCIL AND THAT ANY VARIANCES FROM THE TEMPLATE MUST BE APPROVED BY THE CITY COUNCIL, ADDING PARAGRAPH 6, *THROUGH THE FENCE (TTF) AGREEMENTS*.; TO ESTABLISH THAT ALL FUTURE TTF ACTIVITY REQUIRES SUBMISSION OF THE PROPOSED ACTIVITY TO THE AIRPORT MANAGER, RECOMMENDATION FROM THE AIRPORT ADVISORY COMMITTEE TO THE CITY COUNCIL, PUBLIC HEARINGS BEFORE PLANNING AND ZONING AND THE CITY COUNCIL, FAA COMMENTS OF ACCEPTABILITY OF THE ACTIVITY, THE PAYMENT OF AIRPORT ACCESS FEES AS STIPULATED BY FAA DIRECTIVES, AND THE PAYMENT OF ALL LANDING, FUEL FLOWAGE AND OTHER FEES AS DETERMINED BY THE CITY COUNCIL, AND ADDING SUBPARAGRAPH (J), *AIRPORT CONSTRUCTION AND OBSTRUCTION CONTROL*.; TO PROHIBIT THE COMMENCEMENT OF CONSTRUCTION PENDING RECEIPT OF FAA FORM 7460 (AIRSPACE) PROCESS AND TO REQUIRE FAA ENVIRONMENTAL PROCESS FOR ALL CONSTRUCTION AND DEMOLITION; AMENDING SECTION 8-16-8, *USE OF HANGARS; ENVIRONMENTAL*.; SUBPARAGRAPH (C), *HANGARS*, TO ADD PARAGRAPH 8, *HANGARS PROPOSED FOR NON-AERONAUTICAL USE*.; TO SPECIFY THE PARAMETERS FOR THE LEASE OF AERONAUTICAL PROPERTY FOR NON-AVIATION USE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF McCALL, IDAHO:

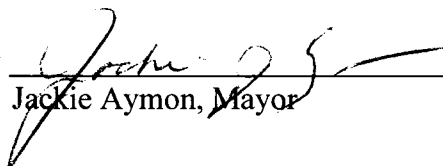
Section 1: That Chapter 16, *Airport Rules And Regulations*, of Title 8, *Public Ways And Property*, of the McCall City Code, be, and the same is hereby, AMENDED as follows, to-wit:

See Exhibit A attached hereto and, by this reference, incorporated herein as if set forth in full.

Section 2: This ordinance shall be in full force and effect after its passage, approval and publication, according to law.

PASSED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF McCALL, IDAHO, THIS 8 DAY OF SEPTEMBER, 2016.

Approved:

By 
Jackie Aymon, Mayor

Attest:


By 
BessieJo Wagner, City Clerk



EXHIBIT A

8-16-1: DEFINITIONS:

Unless otherwise expressly stated, the following terms shall, for the purpose of these rules and regulations, have the meanings herein indicated:

AIR OPERATIONS AREA (AOA): That portion of the airport designed and used for landing, taking off, or surface maneuvering of airplanes together with the required clear areas.

AIR TRAFFIC CONTROL (ATC): A facility operated by the FAA for air/ground communications, which provides air traffic control services to aircraft operations on or in the vicinity of the airport on a temporary basis, usually during fire season.

AIRCRAFT: Any and all contrivances now known or hereafter designed, invented, or used for navigation or flight in the air.

AIRMAN: A gender neutral term for a civilian or military pilot, aviator, or aviation technician.

AIRPORT: The McCall Municipal Airport and all of the property, buildings, facilities and improvements within the exterior boundaries of such airport as it now exists on the airport layout plan or as it may hereafter be extended, enlarged or modified.

AIRPORT ADVISORY COMMITTEE: The advisory committee of five (5) people appointed by the mayor and confirmed by city council.

AIRPORT MANAGER: The duly appointed airport manager of McCall Municipal Airport, appointed by the city manager and confirmed by city council.

AUTO GAS: Any fuel designed and manufactured to be used in automobiles, as opposed to "AVGAS", which is designed and manufactured to be used in aircraft.

CITY: The city of McCall, Idaho, a municipal corporation located in Valley County, Idaho.

COUNCIL: The city council of McCall, Idaho.

ENVIRONMENTAL LAWS: All federal, state, and local laws relating to environmental matters.

FAA: Federal aviation administration.

FAR: Federal aviation regulation.

HAZARDOUS MATERIALS: Any material as defined in applicable federal, state, and local environmental laws.

LARGE AIRCRAFT: Aircraft with a certificated gross weight in excess of twelve thousand five hundred (12,500) pounds.

MCCALL CITY CODE: The code and ordinances of the city of McCall from time to time amended.

MOTOR VEHICLE: Any self-propelled vehicle other than aircraft.

MOVEMENT AREA: The runways, taxiways, and other areas of an airport which are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.

PERSON: Any individual, firm, copartnership, corporation, company, association, joint stock association, or body politic; and includes any trustee, receiver, assignee, or any similar representative thereof.

RSA: Runway safety area.

RAMP: An area designated as an apron or ramp, and used for the parking and maneuvering, loading and unloading, and servicing of aircraft.

SUPPLEMENTAL TYPE CERTIFICATE (STC): An approved modification to an FAA certificated aircraft.

TSA: Transportation security administration.

UAS: Unmanned Aircraft System, popularly referred to as drones.

VEHICLE: Any device in, upon, or by which any person or property is or may be transported.

8-16-2: AIRPORT RULES; GENERAL:

- (A) All aeronautical activities at the McCall Municipal Airport, and all flying of aircraft departing from or arriving at the airport, shall be conducted in conformity with the current pertinent provisions of the federal air regulations (FARs) promulgated by the federal aviation administration (FAA).
- (B) The airport manager may suspend or restrict any or all operations without regard to weather conditions whenever such action is deemed necessary for reasons of safety.
- (C) The airport manager shall at all times have authority to take such actions as may be necessary to safeguard the public in attendance at the airport. Every pilot, mechanic or other person employed at or using the airport shall cooperate with the airport management

to see that all persons upon the premises abide by these rules and use due care and caution to prevent injury to persons or damage to property.

- (D) Instructors shall fully acquaint their students with these rules and shall be responsible for the conduct of students under their direction during the dual instruction. When a student is flying solo, it shall be his/her sole responsibility to observe and abide by these rules.
- (E) Landing and takeoff rules are voluntary, but pilots are highly encouraged to follow these rules to improve safety, reduce noise and congestion, and enhance the aviation community's relations with the surrounding community. (Ord. 882, 11-4-2010)
- (F) UAS Operations shall be conducted in accordance with current FAA policy.

8-16-3: GROUND RULES:

- (A) Aircraft engines shall be started or warmed up so as not to endanger life or property. At no time shall engines be operated at power greater than necessary to move the aircraft when hangars, shops, other buildings, or persons in the observation area, are in the path of the propeller stream or jet blast. When aircraft engines are started, a competent operator shall be at all times at the controls.
- (B) Auxiliary power units (APUs) are not to be started until thirty (30) minutes prior to planned takeoff time. APUs operating beyond thirty (30) minutes are subject to a noise reduction/energy conservation/air quality fee to be set by resolution of the city council.
- (C) Aircraft shall be parked only in areas and in the manner designated by the airport manager.
- (D) All repairs to aircraft or engines, except emergency repairs, shall be made in the spaces designated for this purpose, and not in the area reserved for landing and taking off.
- (E) Only airmen, authorized personnel, or persons being conducted by airmen or airport attendants shall be permitted to enter the landing areas, aircraft parking ramps and taxiways. This does not give these persons the privilege of unrestricted use of this space. These privileges are confined to the necessary use of this space in connection with flights, inspections or routine duties.
- (F) Aircraft shall be properly blocked and tied down by the owner or operator when parked for overnight or when conditions otherwise warrant.
- (G) No motor vehicle shall be driven onto the runway safety area (runway) without the expressed permission of the airport manager or his designated representative. Fuel trucks and emergency vehicles are authorized. Operators of ground vehicles desiring access to the RSA shall carry a radio equipped to transmit and receive on 122.8 MHz (the common traffic advisory frequency [CTAF]), shall announce their intentions prior to entering the

runway environment, and shall monitor CTAF continuously while within the runway environment. (Ord. 882, 11-4-2010)

- (H) No automobile shall be parked on the airport property except in areas designated for that purpose by the airport manager.

Any vehicle parked in an area other than as herein provided shall be deemed to be involved in an extraordinary circumstance and a threat to public safety and the same shall immediately be towed away and impounded under the direction of the McCall police department. All costs of towing, impounding and storage shall be paid prior to redemption of any such vehicle, as provided by chapter 18, title 49, Idaho Code, which chapter is hereby adopted by this reference.

Operators of vehicles crossing the taxiway adjacent to the tie down area shall exercise due caution and must give way to all aircraft. (Ord. 933, 4-9-2015)

- (I) Vehicle parking areas at the airport are intended for airport users only. Commercial truck and bus parking not related to airport use is prohibited.
- (J) The airport manager may grant restricted access to the area inside the airport boundary fence for various reasons. Access privileges are confined to the times and areas required for the purpose access was granted. (Ord. 882, 11-4-2010)
- (K) Fixed wing and helicopter operators with support vehicles must receive approval from the airport manager for staging and parking locations prior to leaving vehicles or aircraft unattended.

8-16-7: FEES:

- (A) Tie Down And Parking Area: Tie down and parking area rental fees shall be from time to time established by resolution of the council. Rules and regulations for tie down areas and enforcement thereof shall be as established in such resolutions of the council.
- (B) Parking Procedures: Parking procedures for tie down tenants will be as directed by the airport manager.
- (C) Landing Fees: There is hereby imposed on all owners and operators of aircraft landing at the McCall Municipal Airport, landing fees in the amount established from time to time by city council resolution. The council may in such resolution establish classes of aircraft and vary the fees according to class, and extend exemptions to certain on airport lessees or on airport federal government agencies, if it so chooses.
- (D) Collection Of Landing Fees: The airport manager or designee shall collect such landing fees and remit them to the city treasurer who shall credit such fees to the airport fund.

- (E) **Bulk Distributor Fuel Fee:** A per gallon fee will be paid by the bulk distributor on all aircraft fuel delivered to any location at McCall Municipal Airport. The bulk distributor shall file a monthly report on an airport approved format of such deliveries. Payment of the fuel flowage fees shall accompany the report. The distributor shall pay to the city within thirty (30) days following the end of each calendar month, without demand or invoicing, the per gallon fee charges for the preceding month at the rate and in the amount then currently approved in the airport fee schedule. The distributor shall provide to the airport for calculation of per gallon fee charges a copy of its monthly fuel flowage report and the number of gallons delivered by the due date. The report and payment of fuel flowage fee must be received in the airport director's office on or before the delivered due date as described above. The current fuel flowage fee will be published and available at the airport manager's office.
- (F) **Self-Fuel Fee:** The fuel flowage fee will be paid by aircraft owners who bring their own fuel onto the airport to "self-fuel". The aircraft owner may choose either to pay the fuel flowage fee for all of the fuel brought onto the airport, or else pay the nonbased rate of 1.5 times the current fuel flowage fee for all fuel actually pumped.
- (G) **Permits, Agreements, And Leases:**
1. **Commercial Activity:** All commercial operators conducting activities of any type on McCall Municipal Airport property, or using McCall Airport property as a base of operations, shall notify airport management of such activity by applying for an "airport business license". The licenses may be obtained at the airport manager's office and will be valid for three (3) years from the date of issuance. A charge will be assessed for this license, as set by the McCall city council. Activities approved by license, agreement, or lease shall be restricted to the activities specifically described in the license, agreement, or lease and any applicable minimum standards. Forms for such permits, agreements, and leases and copies of the airport minimum standards may be obtained from the airport manager's office.

In the event the airport agrees to an activity for which there is not an appropriate license, agreement or lease, airport management will make a recommendation through the airport advisory committee to the city council for the terms, conditions and rates.

2. **Airport Fees, Rents, And Charges:** It is the goal of the airport to be as self-supporting as possible, in accordance with FAA airport grant assurances. The system of rates and charges is developed to reflect fair compensation for the use of the facility by all users (see airport website for current rates).
3. **Lease Assignments:** If any of the noncommercial hangar land lessees propose a commercial operation, then they will be required to fill out a complete new lease application and have the commercial operation reviewed by the airport advisory committee and approved or denied by city council.

All hangars which have sewage holding tanks will be required to connect to the city sewer system, where available within 300 feet of the hangar, upon lease assignment or the end of lease term. Lease Assignees with no intent to utilize an existing holding tank will crush or remove the existing tank as directed by the Airport Manager through coordination with Public Works.

Leases/hangars used for noncommercial purposes/airplane storage do not require a complete lease application but do require contact information and the registration number of the aircraft intended to be housed in the hangar.

Hangars 106 and above are all noncommercial hangars to be used for aircraft storage. These noncommercial lease assignments will require the following:

- (a) The name of the new owner including those authorized to execute documents if transferred to a corporation.
- (b) The address of the new owner.
- (c) The telephone number of the new owner.
- (d) An e-mail address if available for the new owner.
- (e) Two (2) contacts to assist in finding the owner if they move and the post office is no longer forwarding their mail.
- (f) The N number of the aircraft to be stored in the hangar.
- (g) If no aircraft is presently owned, a stated plan on when and how aircraft are to be stored in the hangar (e.g., a plan to build a home built aircraft, a plan to purchase an aircraft by a certain date, or a plan to rent the hangar for aircraft storage until an aircraft is purchased).
- (h) An acknowledgement that the hangar is to be used primarily for aircraft storage.
- (i) A name change for the hangar owner, a name of the corporation, or placing the lease into an estate planning trust is not a lease assignment if the people owning the lease have not changed.

4. New Leases: Leases for terms other than the adopted "standard" lease template are reviewed by the AAC with a recommendation and comment to City Council. Any variance from the standard lease template must be approved by the City Council.

5 Lease Extensions Upon Lease Expiration: Prior to extending a lease, the AAC will review and make a recommendation to City Council after consideration of the physical condition of the existing hangar and its impact on the Airport Master Plan and Airport Layout Plan to assure that extension of the lease for the hangar does not interfere with future airport development.

6. Through the Fence (TTF) Agreements:

- (a) Proposals for future TTF activity must first be submitted to the Airport Manager and require a recommendation from the Airport Advisory Committee to City Council. If City Council chooses to consider a TTF plan, then a public hearing with Planning and Zoning and a separate public hearing with McCall City Council would be required, even if not normally required under current Planning and Zoning rules. Additionally, FAA is required to comment as to the acceptability of the proposed TTF to ensure that the proposal does not violate any existing airport grant assurances.
- (b) Any TTF activities are required to pay airport access fees as stipulated by FAA directives. Landing fees, fuel flowage fees and other fees as determined by City Council would also be required to be paid by TTF operators.
- (H) **Damage To Airport Property:** Any person causing or responsible for injury, destruction, damage, or disturbance to the airport or public property shall report such damage to the McCall police and, upon demand by the airport, shall reimburse the airport for the full amount of the damage.
- (I) **Nondiscrimination:** It is unlawful for a lessee, tenant, concessionaire, licensee, or contractor to discriminate against any person, because of race, color, national origin, sex, creed, or handicap, in public services and employment opportunities.
- (J) **Airport Construction and Obstruction Control:** No person shall commence any construction project on airport premises without first obtaining written permission from the airport manager and without strict compliance and adherence to the safety specifications and direction of the airport manager. The airport manager will review all requests for building permits and approve or disapprove on the basis of the airport minimum standards, any airport tenant design standards, the then current airport master plan, the current FAA approved airport layout plan, and the potential benefit to the public and the aeronautical community. Construction shall not begin until FAA has approved via an FAA form 7460 (airspace) process. A FAA environmental process is also required for all construction and demolition on the airport.
- (K) **Removal And Impoundment Of Property:** The airport manager, or his duly authorized representative, may remove from any area of the airport, including any leased premises, any aircraft, motor vehicle, or other property which causes or constitutes, or reasonably appears to cause or constitute, an imminent or immediate danger to the health or safety of the persons using the air terminal or a significant portion thereof. The expense of such removal and any storage fees shall become a lien chargeable to the owner and/or operator of such aircraft, motor vehicle or other property.
- (L) **Abandoned/Derelict Aircraft:** No person may abandon an aircraft on the airport, nor allow an aircraft parked on the airport, to become derelict or a hazard to other airport users. If the owner of an aircraft which appears to be abandoned or derelict cannot be contacted, a

notice shall be placed on the aircraft stating that the aircraft must be moved from the parking ramp within six (6) weeks, or the aircraft will be impounded and removed. (Ord. 882, 11-4-2010)

8-16-8: USE OF HANGARS; ENVIRONMENTAL:

- (A) Standards And Requirements: The standards and requirements set forth in the document entitled "Minimum Standards For Commercial Aeronautical Activities At The McCall Municipal Airport", as the same may be hereafter amended, is hereby ratified and adopted as the "minimum standards for commercial aeronautical activities at the McCall Municipal Airport", and as ratified and adopted shall be the standards and requirements governing the use of the McCall Municipal Airport by all commercial operators for all commercial operations.
- (B) Copies On File: Three (3) copies of said "Minimum Standards For Commercial Aeronautical Activities At The McCall Municipal Airport" are on file in the office of the city clerk for inspection and examination. As such minimum standards are amended, as may be deemed necessary or desirable by the city council, three (3) copies of such amendments shall be placed on file with the city clerk for inspection and examination.
- (C) Hangars: Hangars are intended to be used primarily for aeronautical purposes.
1. Each hangar owner shall annually report the N number of each aircraft stored in a hangar.
 2. A limited amount of personal property of the aircraft owner may be stored in the hangar, so long as the primary use of the hangar is for aircraft storage.
 3. The personal property of anyone other than the aircraft owner is not permitted to be stored in the hangar.
 4. Hangars may be rented for aircraft storage, and the airport must be notified of the N number of the aircraft being stored and of the contact information for the aircraft owner or primary user of the aircraft.
 5. Hangars may be used for crew rest or use by air crews on standby or alert to fly.
 6. Crew rest is not intended as crew quarters for pilots beyond a twenty four (24) hour period.
 7. Hangars may not be used for any residential purpose.
 8. Hangars Proposed For Non-Aeronautical Use: The City will not approve any existing or proposed lease of aeronautical property including private hangars for non-aviation use for longer than a brief interim period of time generally, five or fewer years, and provided the activity does not violate FAA grant assurances. Such leases are also subject to FAA

approval and the proposed Lessee obtaining all necessary zoning and other approvals from the City, and provided that the annual lease fee shall be set at 1.5 times the new lease rate for the property. Non-Aeronautical use of hangars may be considered for less than one year so long as the Lessee obtains the proper approvals from the FAA and the lease rate is adjusted for the period of non-aeronautical use. Using hangars for commercial or non-commercial storage of property of other than that of the hangar owner is considered to be a non-aeronautical use.

- (D) Nonexclusive Rights: Nothing herein contained shall be construed to grant otherwise or authorize the granting of an exclusive right, except as to the areas to be occupied by the permit holder, agreement holder, or lessee, which areas shall be for the permit holder, agreement holder, or lessee's exclusive use.
- (E) Environmental Compliance:
1. Stormwater: No person shall cause or allow nonallowable stormwater and nonstormwater discharges to be released to the stormwater system, or any hazardous material to be released to the storm sewer system except as specifically permitted under the clean water act (33 USC section 1251 et seq.).
 2. Washing Of Aircraft: Aircraft shall not be washed on airport property in areas that eventually drain to the Payette River. Wastewater from aircraft washing operations shall be disposed only in accordance with all applicable local, state, and federal environmental rules and regulations.
 3. Aircraft Repairs And Painting: Aircraft shall be stored and major repairs which would require a sign off by an A&P mechanic shall be made only on leased sites where specifically permitted. Aircraft repair work may be performed on ramps or aprons only with prior permission from the airport manager. Spray painting will only be conducted in facilities designated for this purpose. (Ord. 882, 11-4-2010)

EXHIBIT F



City of McCall

Resolution No 17-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCALL, IDAHO, ESTABLISHING AND ADJUSTING VARIOUS FEES FOR THE AIRPORT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, **McCall City Code Section 6.4.100** provides that a schedule of charges be established periodically by the Council by resolution; and

WHEREAS, McCall City Code Section 8.16.7 authorizes the imposition and collection of certain fees at the McCall Airport; and

WHEREAS, the Department Head in charge of the Airport of the City of McCall has estimated the cost of providing the enumerated services and the rates required to recover those costs; and

WHEREAS, the City complied with **Idaho Code 63-1311A**, by placing a Public Notice in the Star-News on July 27 and August 3, 2017 announcing a public hearing on August 10, 2017 to consider fee increases in the Airport Department;

WHEREAS, the City Council conducted a public hearing at the August 10, 2017 Council meeting, as required by law, and considered public comment, and deliberated upon the recommended fee increases; and

WHEREAS, The Council directed staff continue the public hearing to September 14, 2017 at 6:00 pm; and

WHEREAS, at the conclusion of the September 14, 2017 public hearing, the Council directed staff to prepare a resolution adopting the following fee increases;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF MCCALL, Valley County, Idaho that:

Section 1: The following schedule of charges is hereby adopted as the rates for listed services in the Airport Department:

Fuel Flowage Fees (per gallon)	\$.08
Seasonal Tie-Down Rates (per month)(25% discount for paying six months in advance)	
Single Engine and Small Twin, T-tie-down areas	\$50

Twin Tie-Down row	\$75
Jet Row	\$200
Aircraft Parking	
Piston single & light piston twin, less than 6,000 pounds (per night)	\$5.00
Piston single & light piston twin, 6,000-12,500 pounds (after 4 hours)	\$5.00
Turbine-powered single/twin (after four hours)	\$10.00
Jet less than 12,500 pounds (after 4 hours)	\$30.00
Jet 12,500 pounds and greater (after 4 hours)	\$45.00
New Land Leases (annually, per sq. ft. base year 2018 adjusts annually effective October 1 according the percentage increase of the Western Urban Consumer Price Index for the twelve calendar months prior and including the most recent month for which such an Index is available.)	
Covered	\$.30
Bare	\$.30

Landing Fees (per thousand pounds)max certificated gross takeoff weight	
less than 8,000 pounds	No charge
Based Aircraft 8,000 lbs.	\$1.10
Transient Group A,B,C, Category I & II greater 8,000 and greater	\$1.65
Category III and greater	\$2.75
all air ambulance and firefighting aircraft	No charge
Hangar Waiting List	\$500.00
Car Rental Fees (On airport and Picking up or dropping off at Airport)	10% of gross receipts
Lease Assignment Fee	Not to exceed \$1000 and not to exceed actual costs of personnel and expenses
Commercial Operator Permits not leasing from airport or subleasing from airport tenant	
Itinerant Commercial Operators	\$500.00 per year, landing fee @\$1.65 credited against first \$500.00
FAR Part 137 Ag Operators, except fire fighters	\$500.00 per month
Scheduled Part 135 <10 seats	\$1,000.00 per year, landing fee @ \$1.65
Vehicle (non-aircraft) Parking	
Daily rate	\$5.00
Vehicle operator leasing from airport or subleasing or receiving services from airport tenant. Monthly rate paid in advance	\$25.00
Vehicle operator neither leasing from airport nor subleasing nor receiving services from airport tenant. Monthly rate paid in advance	\$50.00
Snow Removal from Leased Space	

Automatic removal option - Fee per sq. ft.	\$.01
As requested option, request received prior to 9am	\$.01/sq. ft. +\$10.00
As requested-expedited option	\$.015/sq. ft.

Section 2: This resolution shall be in full force and effect on October 1, 2017

Passed and approved this 14 day of September, 2017

CITY OF MCCALL
Valley County, Idaho



Jackie Aymon

Jackie Aymon
Mayor

ATTEST:

BessieJo Wagner

BessieJo Wagner
City Clerk

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 18-266
Meeting Date October 25, 2018**

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Approve a New Lease for Hangar 535</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	N/A	Airport	ABS	Originator
FUNDING SOURCE:	N/A	Library		
TIMELINE:	N/A	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

The owner of Hangar 535, Benita Sloat is in the process of selling to Robert D. Cox. Staff has prepared a new lease as the new owner requested.

The purchaser has been provided with a copy of the current lease, current Airport Rules and Regulations, and Airport Minimum Standards. The annual lease rate is \$.31 per square foot for a 1,539 sq. ft. leasehold \$477.09 in the initial year. The FY 2018 lease rate was \$.283 for improvements totalling \$427.84 annually.

This is a Non-commercial hangar and as such was not required to meet the Airport Advisory Committee.

The City Clerk will record the document, and keep a copy for the City's records. Staff has requested a \$200 transaction fee as a part of this process. The lease is attached.

RECOMMENDED ACTION:

Approve the lease of the Hangar 535 by Robert D. Cox, terminate Benita Sloat'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

Recording Requested By and
When Recorded Return to:

City Clerk
City of McCall
216 East Park Street
McCall, Idaho 83638

For Recording Purposes Do
Not Write Above This Line

**McCall MUNICIPAL AIRPORT
GENERAL AVIATION/NON-COMMERCIAL LEASE**

This Lease is made November 8, 2018 by and between the City of McCall, an Idaho municipal corporation (called "City" in the rest of this Lease) as Lessor, and **Robert D. Cox** (called "Lessee" in the rest of this Lease), as Lessee, for and in consideration of the mutual promises, covenants, agreements and conditions in this Lease. This Lease consists of this "McCall Municipal Airport Tenant Lease" together with the:

- A. Legal Description, Exhibit "A;"
- B. Drawing of the Subject Property, Exhibit "B;"
- C. Special Additional Terms, if any, Exhibit "C.",
- D. Minimum Standards For Commercial Operations, Exhibit "D."
- E. Airport Rules and Regulations, Exhibit "E", and
- F. Airport Rates and Fees, Exhibit "F".

Background

1. City is the owner in fee simple of the land described on Exhibit "A" and depicted on Exhibit "B" ("Subject Property"), and holds it for the use and benefit of the people of McCall and their guests as a part of the McCall Municipal Airport (referred to as "Airport" in the rest of this Lease); and Lessee desires to make use of the Subject Property exclusively and the Airport non-exclusively for aviation-related activities;
2. City maintains a fund, called the Airport Fund, in support of the mission of the Airport into which reasonable rents must be deposited to support the operation of the Airport; and
3. Uses of the Airport must be compatible with the provision of safe air transportation, be compatible with aircraft ground activity, not devote Airport land to non-aviation-oriented activity, and maintain an attractive appearance of the Airport.

GENERAL AVIATION LEASE

Agreements

4. Lease. City leases to Lessee, and Lessee leases from City, the property described within Exhibit "A," called "Subject Property" in the rest of this Lease, together with the right of ingress and egress as provided below in Paragraph 6, subject to and in accordance with the terms of this Lease.

5. Applicable Minimum Standards and Rules and Regulation. This lease is subject to the Minimum Standards for Commercial Operators (Minimum Standards), Exhibit "D" and Airport Rules and Regulations, Exhibit "E", and any future revisions or amendments duly adopted by the City Council during the term of this lease or any extension or renewal thereof.

6. Use of Subject Property.
 - A. The principal and predominant use of any building constructed or located on Subject Property shall be for aircraft storage and other aviation-oriented activities of the Lessee permitted pursuant to this paragraph, as may further be defined by the Federal Aviation Administration (FAA) and McCall Municipal Airport Rules and Regulations. No other uses of the property are allowed. Lessee is authorized also to make use of the Subject Property for incidental Airport-related activities. The City has the sole discretion to determine whether use of the Subject Property is reasonably related to incidental to Airport-related activities. Lessee owned non-aviation storage must be insignificant and not interfere with aircraft storage. Lessee shall not permit non-aviation items of others to be stored on or in the leasehold premises with or without charge.

 - B. Lessee shall at all times provide, in writing, the Aircraft Registration Number, or "N" number of the aircraft currently stored in the hangar to the Airport Manager.

 - C. If the leasehold is to be improved beyond its present condition, the placement of, and plans for improvements are subject to approval as provided below under Construction, and Lessee shall obtain that written approval from Lessor in addition to a building permit before commencing any construction. Such construction and any use shall comply with this Lease, and with McCall City Code.

 - D. Lessee shall keep and maintain the leased premises in a neat and orderly manner, including keeping grass and weeds cut and buildings painted or maintained in a color approved by City in like fashion as provided in Paragraph 17, as well as concealing from view temporary storage of, and then making lawful disposal of, debris, garbage and other waste material arising out of its occupancy. Under no circumstances shall Lessee permit junk, debris, inoperable or unlicensed vehicles or equipment, or other unsightly material, to be stored or otherwise on the Subject Property. The City has the sole discretion to determine what property is to be considered unsightly.

GENERAL AVIATION LEASE

E. Fuels and other flammable materials shall not be stored in hangars unless otherwise allowable under Airport Rules and Regulations, nor shall heating fuel lines be above ground unless attached to structure in accordance with the applicable building and safety codes.

F. Lessee shall not engage in commercial activity with the aviation public using the airport, except that a business client of Lessee may coincidentally be present. Lessee shall obtain the appropriate approvals to conduct commercial aviation activities as may be permitted by the Minimum Standards, and no guarantee is made by Lessor that Subject Property will be permitted for use of a commercial aviation activity. At no time may Lessee's invitees be unaccompanied by Lessee or one of Lessee's officers or employees while at the Airport. Contractors of Lessee shall obtain the appropriate permission from the Airport Manager including any licenses, training, or permits required prior to accessing the airport. Lessee is specifically prohibited from fueling aircraft inside any hangar, and from engaging in the specific uses assigned to Fixed Base Operators, according to the specific use provisions of the City's standard form lease for Fixed Base Operators, available to Lessee for inspection at City Hall.

G. Hangar use in violation of the aforementioned stipulations may result in an increase in lease fees and/or lease termination.

7. Parking. Automobiles may be parked inside the hangar while Lessee's aircraft is being operated or temporarily stored at another location. Vehicles may also be parked at a parking location off of aircraft movement areas as designated by the Airport Manager. Vehicles and aircraft may be stopped and stand for loading and unloading in front of the hangars. Unattended vehicles or aircraft not in an area designated for their use will be regarded as illegally parked and may be towed at the direction of the Airport Manager and sole expense of Lessee, or ticketed pursuant to the *McCall City Code*, or both.
8. Operations to be Lawful. Lessee and Lessee's improvements and use shall comply in all material respects with all applicable laws, ordinances, rules, and regulations of the United States, the State of Idaho, and the City of McCall, including those laws, rules, and regulations which may be lawfully promulgated by any of the same during the term of this Lease. Lessee shall further obey in all material respects any other lawful directions of the Airport Manager, even if Lessee wishes to appeal such directions. An appeal of any such direction shall be filed with the Airport Manager in writing by providing particularized claim(s) within ten (10) calendar days of the direction being appealed. The City shall respond in writing within 60 days from receipt of the written appeal. Lessee shall comply in all material respects with this Lease and all applicable other laws, ordinances, rules, and regulations; where requirements differ among these various sources, the laws, ordinances, rules, and regulations that are most compatible with safe air transportation shall be complied with; the interpretation of the Airport Manager in these regards made in

GENERAL AVIATION LEASE

good faith shall be conclusive. The City may enter into or on the Lessee's premises to conduct inspections to ensure lawful and safe use of the premises with twenty four (24) hour written notice or without notice in emergency situations.

9. Subordination to Federal Funding and Emergency Requirements. This Lease is subordinate to the provisions of any existing or future agreement between City and the United States, relative to the operation or maintenance of the Airport, the execution of which agreement has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. This Lease shall be subordinate to the right of the City during the time of war or national emergency to lease the landing area or any part thereof to the United States Government for military or emergency use, and if any such lease is so made, the provisions of this Lease in conflict with the provisions of the lease to the Government, shall be suspended for the duration of the conflict or emergency. City of McCall covenants that Lessee, upon paying the rent and other sums when due hereunder and observing and keeping all terms, covenants, agreements, limitations and conditions hereof on the part of Lessee to be kept when provided herein and within any grace periods available under this Lease, shall have and may quietly enjoy the possession of the Subject Property together with the right of ingress and egress herein provided during the term hereof, without hindrance or molestation by City of McCall or anyone claiming by, through or under City of McCall, and City of McCall shall not authorize or consent to any hindrance or molestation of Lessee by others.
10. Compliance with Enforcement. Lessee shall comply with such enforcement procedures and orders as the United States might demand that the City follow or issue in order to comply with the City's assurances to the United States, and to enforce applicable federal, state, and local laws.
11. Nondiscrimination. Lessee shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation-Effectuation of Title IV of the Civil Rights Act of 1964, and as said regulations may be amended. Lessee, in its operations and uses of the Airport will not, on the grounds of race, creed, color, age, marital status, national origin or handicap discriminate or permit discrimination against any person or groups of persons in any manner. Noncompliance with these assurances shall constitute a breach of this Lease; and in the event of such noncompliance, City may take appropriate action to enforce compliance, may terminate this Lease, or seek judicial enforcement in each instance in accordance with the terms and procedures set forth in this Lease.
12. City's Reserved Rights. Subject to the provisions of this Lease, City specifically reserves the right:

GENERAL AVIATION LEASE

- A. To develop, improve, or make any lawful use of the Airport premises as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance by Lessee;
- B. To maintain and keep in repair the Airport and all publicly owned facilities of the Airport, together with the right to direct and control activities of Lessee of the Subject Property to ensure compliance with all federal and local rules and regulations;
- C. To enter upon any lease premises at reasonable times for the purpose of making inspections to determine compliance with these minimum standards, fire codes, building codes or any covenant or condition of any contract or lease, including this Lease;
- D. To take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, *together* with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft or safety of flight;
- E. To temporarily close the Airport or any of the facilities thereon for maintenance, improvement, safety or other public benefits; and
- F. To devote exclusive use of the Airport to emergency aircraft operations, including, but not limited to, fire suppression activities and medical operations.
13. Term, and Renewal. The initial term of this lease shall be for 20 years commencing at 12:01 AM., on November 8, 2018, until 11:59 PM on November 7, 2038. This Lease may be renewed for up to two (2) additional ten (10) year terms for so long as the rent and other conditions of the Lease are faithfully adhered to, and subject to adjustment of rent provided herein. If Lessee determines they wish to renew this Lease, it shall give written notice of that fact during the last six months but not later than one month before the end of the lease term.
14. Rent. Rent shall be payable annually in advance on or about October 1 of each year, initially in the amount of **31** cents per square foot for bare ground, presently **0** square feet, plus **31** cents for land covered by above-ground Leasehold Improvements, presently **1,539** square feet; initially this sum totals **\$477.09** per annum. The first year's rent is due and payable in advance upon execution of this lease pro-rated to October 1. The rent will be adjusted annually effective October 1 and according the percentage increase of the Western Urban Consumer Price Index, (Bureau of Labor Statistics) for the twelve calendar months prior to and including the most recent month for which such Index is available. The City of McCall will use the following formula to compute the calculation for each year's Rent increase:

GENERAL AVIATION LEASE

The Current Year's Rent = Last Year's Rent x (The Current CPI / Last Year's CPI)

Example:	The CPI for 1999	= 168.8
	The CPI for 2000	= 173.1
	Rent	= \$100.00
	\$102.55	= \$100.00 x (173.1 / 168.8)

Lease payment not made within 30 days of invoice date shall be considered delinquent and shall accrue additional rent equal to 18% per annum or 1.5% per month and if not paid in full including any interest within 60 days of the original invoice date the lease will be considered in default and may be terminated for cause as per the process in paragraph 24 of this agreement.

Rent shall be adjusted on the 10th anniversary, and if the options to renew are exercised, on the 20th and 30th anniversary to the then current new lease rate, but in no case less than the rate being paid as provided for with CPI adjustments as stated above.

15. Taxes, Assessments, Fees. Lessee shall, upon completion of construction of any Leasehold Improvements, enroll the Leasehold Improvements and taxable personal property on the tax rolls of Valley County. Lessee shall pay, before they become delinquent, all taxes, assessments and fees assessed or levied upon Lessee or the Subject Property or any interest therein, including, but not limited to buildings, structures, fixtures, equipment or other property installed or constructed on it. Lessee further agrees not to allow any such tax, assessment, or fee to become a lien against the Subject Property or any improvement on it. Nothing herein contained shall be deemed to prevent or prohibit the Lessee from contesting the validity or amount of any such tax assessment or fee in the timely manner authorized by law, but in no event may Lessee permit any such process to go to a foreclosure upon Subject Property or any interest in it or in any Leasehold Improvement.
16. Utilities and Services. Lessee shall order, obtain and pay for all utilities and services which Lessee causes to be supplied to the Subject Property, and shall pay all services and installation charges in connection therewith, including but not limited to electrical power, water, sewer, garbage, gas and telephone services, including water and sewer connection and service charges, in each case to the extent caused to be supplied or connected by the Lessee. For those parcels where sewer is not yet available, then at such time as Lessee makes connection to the sewer it will pay the then current connection charges and all monthly charges thereafter.

City does not deliberately remove snow on any portion of Subject Property, nor from any apron area in front of Subject Property which is commonly primarily used by Lessee without collection of appropriate fees as determined by the Airport Manager and published within current and adopted Airport Rates and Fees. Lessee may, at its election, execute, arrange for, and/or pay for removal of snow from

GENERAL AVIATION LEASE

Subject Property and such apron area, and shall not place any such snow on any improved property of the Airport nor in any place obstructing pilot views of the aprons, runways and taxiways, or in any area where snow storage is otherwise in violation of Federal or local regulation, or in violation of directions of the Airport Manager. Lessee or contracted snow removal personnel, before beginning operations, must first obtain a permit for execution of snow removal activities on the Airport. Acceptance of this permit will constitute the permit holders acknowledgment that the Airport Manager has provided direction to the Lessee or contracted personnel regarding airport driving and snow removal policies and procedures. Private contractors that are identified removing snow on the Airport without a permit will be removed and prohibited from entering Airport property until a permit has been issued, and any cost incurred as a result of this action, if applicable, will be at the expense of the Lessee who hired such contractor which charges if not paid within 30 days from invoice shall be considered additional rent and failure to pay the same shall be a default under the lease.

17. Construction. If lessee gains permission to install, erect, and construct Leasehold Improvements they shall be at Lessee's sole cost and expense and according to Drawings and Specifications and Schedules submitted to and approved by City prior to commencement of construction. Private hangars shall be constructed according to the aesthetic design standards of the City; thus color, shape, architectural features, and other aesthetic issues may be controlled by the City. Drawings approved by the City must accurately depict and describe all proposed Leasehold Improvements. All construction on the airport will materially conform to the City's current Airport Master Plan as approved by the Federal Aviation Administration. All Drawings and Specifications must materially conform to the Building, Fire, and Fire Protection Codes and Regulations in effect in McCall, including but not limited to those set out in the *McCall City Code*. No Drawings and Specifications shall be submitted for a building permit as required by the *McCall City Code*, until the same have been reviewed and approved in writing for Airport purposes by the Airport Manager, who shall first seek the advice of the Airport Advisory Committee and approvals by applicable Federal agencies. Airport Manager approved Drawings and Specifications shall be placed on file with the City Building Inspector long enough for such Building Inspector to determine that the Drawings submitted to the Building Inspector are the same as those approved by the Airport Manager. Lessee shall make substantial progress toward construction of the buildings and physical facilities anticipated by the Lessee within twelve (12) calendar months after execution of this Lease, or subsequent building approval by Lessor. "Execution of this lease" shall mean the date signed by the City. Completion and occupancy of the structures must occur within 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 in accordance with the terms hereof or to extend the completion dates for construction.

GENERAL AVIATION LEASE

18. Construction Indemnification. Lessee shall at all times indemnify and save City harmless from all claims for labor or materials, and/or other construction liens, in connection with construction, repair, alteration, replacement, or installation of structures, improvements, equipment or facilities within the Subject Property, and from the cost of defending against such claims, including attorneys' fees. In the event a lien is imposed or purportedly imposed upon the Subject Property as a result of such construction, repair, alteration, or installation, Lessee shall procure and record a bond which frees the Subject Property from the claim of the lien and from any action brought to foreclose the lien. Should Lessee fail to procure and record said bond within thirty (30) days after filing of such a lien, this Lease shall be in default and shall be subject to immediate termination and possession by City in accordance with the terms hereof.

19. Ownership of Lessee's Personal Property. Title to personal property placed on Subject Property by Lessee shall at all times during the term of this Lease or any extension of this Lease remain in Lessee, and Lessee shall have the right at any time to remove any or all personal property of every kind and nature whatsoever which Lessee may have placed, brought and/or installed upon the Subject Property. Lessee shall have said right to remove same at any time provided, that, upon any such removal of fixtures, Lessee shall repair, at his own expense, any material damage resulting therefrom and leave the Subject Property in a clean and neat condition. Lessee shall remove all personal property within 30 days of the end of this Lease or of any renewal of this Lease, or within 30 days after the termination of this Lease for any reason. Personal property, including fixtures, left on Subject Property after such time, becomes the property of the City and may be disposed of by the City as allowed by law.

20. Leasehold Improvements. In this Lease the term "Leasehold Improvements" means all buildings (including but not limited to hangars) and/or improvements, whether or not permanently attached or affixed to the Subject Property, placed and/or built and/or constructed on the Subject Property during the term of this Lease by the Lessee, or placed thereon by Lessee from a prior lessee who had the right to sell them to Lessee. At all times during the lease term, ownership of Leasehold Improvements remains with the Lessee, and Lessee shall have the right to remove and sell any and all such Leasehold Improvements, subject to the terms of this Lease. Subject to the provisions of paragraph 28 hereof, upon expiration or termination of this Lease or any renewal thereof, Leasehold Improvements shall become the property of the City unless the Lessee, not more than fifteen (15) days after expiration or termination of this Lease, provides written notice to City that Lessee intends to remove such Leasehold Improvements within ninety (90) days of expiration or termination. Such notice shall indicate whether Lessee intends to remove a building by demolition, and City may in the discretion of the Airport Manager direct that the building and such fixtures on Subject Property not be removed. Should the Lessee require a longer time to remove Leasehold Improvements, it shall request a specific amount of additional time in writing from the Airport Manager. Such an extension shall not be unreasonably withheld,

GENERAL AVIATION LEASE

although City may condition such extension upon the furnishing of collateral for the promise to remove in the form of a bond, cash escrow, or other arrangement acceptable to the Airport Manager and the City Attorney. All Leasehold Improvements not removed pursuant to the terms of this Lease become the sole property of the City.

21. Leasehold Mortgages and Liens. Lessee shall not place a mortgage, Deed of Trust, or other Lien on the hangar or other personal property placed on the leasehold property without the prior written consent of Lessor and any such liens shall always be junior to the Lessor's interest in the property. The lien holder shall be notified of any defaults of the lessee by the Lessor, and the lien holder shall have the right to correct any default including, but not limited to late or non-payment of lease fees. Should lessee fail or lien holder fail to correct defaults, then the lease will be terminated without recourse to either lien holder or lessee.
22. Repairs. Lessee shall repair damages (excluding normal wear and tear) to the Airport and/or the Subject Property which damages are the result of the Lessee's actions or the actions of any invitee of Lessee making use of Subject Property. Repairs shall be completed within thirty (30) days of the date any such damage is incurred. In the event that Lessee cannot reasonably repair such damage within thirty (30) days, Lessee shall provide prior written notice and permission to the City from the Airport Manager. Such an extension shall not be unreasonably withheld, although the City may condition such extension upon the furnishing of collateral for the promise to repair in the form of a bond, cash escrow, or other arrangement acceptable to the Airport Manager.
23. Indemnity. Lessee agrees to indemnify and hold harmless the City during the term of this Lease from any and all losses, actions or judgments for damages from any and all claims made by a third party against the City arising out of the negligence or other acts of the Lessee or Lessee's invitees in their use of the Subject Property. City agrees to indemnify and hold harmless the Lessee during the term of this Lease from any and all losses, actions or judgments for damages from any and all claims made by a third party against the Lessee arising out of the negligence or other acts of the City or City's invitees, agents, employees or instrumentality in their use of the Subject Property.
24. Insurance. Lessee shall carry at all times during the term of this Lease fire and extended insurance coverage, including also against water damage as an indirect result of fire, and including a provision for debris cleanup, in an amount not less than ninety percent (90%) of the full replacement value of Leasehold Improvements and such further insurance as follows:
 - A. Public liability insurance coverage for a total amount of not less than \$1,000,000 Combined Single Limit for bodily injury and property damage. A current certificate of insurance evidencing compliance and naming City as an "Additional Insured" shall be maintained with the City at all times during the term

GENERAL AVIATION LEASE

of lease. The limits of insurance shall not be deemed a limitation of Lessee's covenants to indemnify or hold harmless City as set forth above; and

B. Public liability insurance on all aircraft owned, leased or controlled by Lessee with a Combined Single Limit for a total amount of not less than \$1,000,000 subject to availability of such coverage in the marketplace at regular premium rates. Subject to the preceding sentence, these minimum limits may be increased by State law or the City during the term of this Lease or upon any renewal of this Lease. Each policy of insurance shall contain the full substance of the following clause: "It is agreed that this policy shall not be canceled nor the coverage reduced until thirty (30) days after the City of McCall shall have received written notice of such cancellation or reduction. The notice shall be sent by certified or registered mail and shall be deemed effective the date delivered to the City of McCall, as evidenced by a properly validated return receipt."

25. Termination by Lessor for Cause. Should the Lessee fail to comply with any material obligation in this Lease, the City may terminate this Lease with sixty (60) days prior written notice subject to the terms of this Lease and the Lessee's right to cure such failure as herein provided. Any breach of the terms of this Lease must be cured within that sixty (60) day period or the Lease is deemed terminated and the City takes possession of the Subject Property and improvements as described herein and as allowed by law; or if the failure could only be reasonably remedied in a period of time exceeding sixty (60) days, failure within such sixty (60) days to undertake reasonable steps to begin such cure or failure thereafter diligently to pursue the cure to completion within a reasonable time. City shall provide written notice to Lessee of City's intent to terminate, and this Lease shall terminate as of the date or upon the lapse of time as above provided, as the case may be.
26. Termination by Lessee for Cause. This Lease may be terminated by Lessee as follows:
- A. The permanent abandonment of the Airport as a public and/or general and/or commercial air facility and/or as a facility in substantially the present or larger size and/or substantially the present or more extensive use.
- B. The assumption by the United States Government, or by any authorized agency of the United States, of this Lease, or of the operation, control or use of the Airport, or of any substantial part or parts of the Subject Property, in such a manner as substantially restrict Lessee from operating in a reasonable manner, for a period of more than 120 days. The use of the Airport by the United States Forest Service or, or like agency, during fire season shall not be considered a substantial restriction.
- C. Issuance by any Court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period more than 120 days.

GENERAL AVIATION LEASE

D. Any other reason and/or cause which is beyond the reasonable control of Lessee which in any way substantially restricts the present type of use of the Airport for a period of more than 120 days. The use of the Airport by the United States Forest Service, or like agency, during fire season shall not be considered such a substantial restriction.

E. The default by City in the performance of any covenant or agreement required in this Lease to be performed by City, and the failure of City to remedy such default for a period of 60 days after receipt from Lessee of written notice to remedy the same, or if the failure could only be reasonably remedied in a period of time exceeding 60 days, failure within such 60 days to undertake reasonable steps to begin such cure or failure thereafter diligently to pursue the cure to completion within a reasonable time. Lessee shall provide written notice to City of Lessee's intent to terminate, and this Lease shall terminate as of the date or upon the lapse of time as above provided, as the case may be. Rentals and fees due hereunder shall be payable only to the date of valid termination by Lessee, and all obligations of any kind or nature of Lessee under this Lease shall end upon such a valid termination.

27. Holding Over. In the event Lessee holds over after the expiration of the Lease or of any renewal of this Lease, such holding over shall be deemed to be a tenancy from month to month subject to conditions established by the Airport Manager, including but not limited to, an increase in the rental rate.
28. Abandonment. If Lessee abandons the Subject Property (other than during winter months or other temporary periods when Lessee's officers and employees may have established residence other than in Valley County), is dispossessed by third parties by process of law or otherwise, the City may terminate this Lease on sixty (60) days advance written notice to Lessee; and Lessee shall not be entitled to the return of prepaid rent under this Lease. Any real or personal property belonging to Lessee and left on the Subject Property after sixty (60) days following notice of termination on grounds of abandonment or dispossession shall be deemed to have been transferred to City. City shall have the right to remove and dispose of such property without liability therefore to Lessee, or to dispose of it to any person claiming under Lessee, or may transfer it to a new lessee, or may simply dispose of it as solid waste; and City shall have no need to account therefore.
29. Right of First Refusal. Upon the expiration or involuntary termination of this Lease or of any renewal of this Lease, the City shall have the first right of refusal to purchase or accept transfer of Leasehold Improvements, and may transfer this right of first refusal to a new lessee. Under such circumstances, Lessee, and any person proposing to sell or transfer such improvements by or through or under Lessee, shall first give notice to the City advising of the proposed sale or transfer, and its price and terms; and the City shall have thirty (30) days following receipt of such notice to evaluate and execute a decision regarding the proposal of sale or transfer,

GENERAL AVIATION LEASE

and its price and terms. If the City pursues acquisition of improvements, such sale or transfer shall be completed no later than ninety (90) days following receipt of initial notice from the Lessee.

30. Legal Proceedings. If any legal action or proceeding related to this Lease is begun by any party to this Lease, the prevailing party shall be entitled to recover its costs, damages, and expenses, including commercially reasonable attorney fees and witness and expert witness fees, incurred in prosecuting or defending the same, whether or not such action or proceeding is litigated or prosecuted to judgment. The prevailing party will be that party who was awarded judgment as a result of trial or arbitration, unless the dispute was only as to the amount of a claim conceded to exist, in which case the finder of fact shall determine the identity of the prevailing party.
31. Governing Law. This Lease is governed by the law of Idaho, and Valley County, Idaho is the proper venue.
32. Headings. The headings of paragraphs and articles of this Lease are provided as a guide to the reader, and shall not in any way affect the meaning or interpretation of this Lease.
33. Time of the Essence. Time is of the essence with respect to the obligations of the parties under this Lease.
34. No Election of Default Remedies. In the event of any default under this Lease, the non-defaulting party shall be entitled to all rights, powers and remedies available at law or in equity, including, without limitation, specific performance, damages and equitable relief, and/or resort to any security. Any rights, powers and remedies stated in this Lease, or now or hereafter existing in law, at equity, by statute, or otherwise are cumulative and concurrent, and shall each be in addition to, and not in lieu of, all the others. The exercise or the beginning of the exercise or the forbearance of exercise by any party of any one or more of such rights, powers, and remedies shall not preclude the simultaneous or subsequent exercise by such party of any or all of such other rights, powers, and remedies.
35. No Waiver of Rights. The neglect of the City or the Lessee to enforce its rights, powers or remedies at any particular times or upon any particular occurrences shall not preclude resort to those rights, powers or remedies at any other time or with respect to any other occurrences. Any waiver of any right, power, or remedy must be done in a writing executed by the party to be charged with such waiver, and executed with no fewer or different formalities and approvals than were attendant upon execution of this Lease. Any waiver of a breach of a covenant, term, or condition of this Lease shall not be deemed a waiver of any other breach of the same or any other covenant, term or condition of this Lease. Acceptance of overdue performance of a covenant, term, or condition of this Lease shall not constitute a waiver of the breach existing prior to the performance, unless so agreed in writing

GENERAL AVIATION LEASE

by the recipient of the performance.

36. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, terrorist acts, acts of war, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, government controls, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage; provided, however, that this clause shall not bar resort by City to any security applicable to the furnishing of such performance under circumstances in which City acting to obtain alternative performance would not be subject to such force majeure. The term "governmental restrictions, governmental regulations, government controls, ... [and] hostile government action" shall not be construed to have any reference to City enforcing this Lease or any other agreement between the City and any other party, nor the City enforcing the City Code or other applicable law, nor any other government enforcing an agreement with a party or the conditions on the issuance of its permit(s) issued to a party.
37. Counterpart Execution. This Lease may be executed in any number of counterparts. No single counterpart need be signed by all parties to this Lease; so long as each party hereto has executed at least one such counterpart, this Lease shall be considered fully executed. Each such counterpart shall be deemed to be an original instrument; and all such counterparts together shall constitute but one agreement. Facsimile signatures are deemed to have the same legal weight as original signatures.
38. Burden and Benefit; Assignment. This Lease shall bind and insure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. Lessee shall neither assign this Lease, nor sublet or rent all or any part of Subject Property, without the written consent of the City, which consent shall not be unreasonably withheld. Assignment of leasehold interest shall not cause the lease rate to change except as otherwise provided in this Lease.
39. Integration. All exhibits and other attachments, if any, to this Lease are a part of this Lease, as if set out again in this Lease. This Lease constitutes the entire Lease between and among the parties as to the matter set out in it, and all prior negotiations and discussions, memoranda, correspondence, and communications are merged into and extinguished by this Lease; provided, however, that nothing in this Lease shall be held to merge into this Lease any other written document described in this Lease, nor any Subdivision or Development Agreement among any of the parties, unless this Lease expressly identifies such other written document or agreement and states that this Lease supersedes such other document or agreement.

GENERAL AVIATION LEASE

- 40. Counsel and Interpretation. All parties to this Lease have been represented by legal counsel at all stages of the negotiations for and the preparation of this Lease, including during the proceedings relating to the approval and the conditions of approval of any project or development which approval or conditions gave rise to this Lease; accordingly, in all cases, the language of this Lease will be construed simply, according to its fair meaning, and not strictly for or against any party.

- 41. Notice. Notices between the parties may be made by personal delivery or by United States mail, postage pre-paid, registered or certified, with return receipt requested, or by telegram, facsimile transmission or mail-o-gram or by recognized courier delivery (e. g. Federal Express, UPS, DHL, etc.) addressed to the parties, as the case may be, at the address set forth below or at such other addresses as the parties may subsequently designate by written notice given in the manner provided in this section. The parties are required to provide any change of address to each other.

Lessor: McCall Municipal Airport
Attn: Airport Manager
216 E. Park St.
McCall, ID 83638

Copy to: City of McCall
Attn: City Manager
216 E. Park St.
McCall, ID 83638

Lessee: Robert D. Cox
5210 Cleveland Blvd. Ste 140
Caldwell, ID 83607

Copy to: _____

**SIGNATURES FOR THE CITY OF MCCALL ARE ON
PAGE 15 OF 16**

SIGNATURES FOR THE LESSEE ARE ON PAGE 16 OF 16

GENERAL AVIATION LEASE

LESSOR: CITY OF MCCALL, IDAHO

By: _____
Jackie J. Aymon, Mayor

Attest: _____
BessieJo Wagner, City Clerk

STATE OF IDAHO)
 : ss
County of Valley)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Jackie J. Aymon and BessieJo Wagner, the Mayor and City Clerk, respectively of the CITY OF MCCALL, IDAHO, known to me or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same and were so authorized to do so on behalf of the City of McCall, Idaho.

(SEAL)

Notary Public for Idaho
Commission Expires: _____

Jay Scherer, Airport Manager

STATE OF IDAHO)
 : ss
County of Valley)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Jay Scherer, 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.

(SEAL)

Notary Public for Idaho
Commission Expires: _____

EXHIBIT A

DROULARD LAND SURVEYING, INC.

JOEL W. DROULARD, PRES.
Professional Land Surveyor

POST OFFICE BOX 69
McCALL, IDAHO 83638

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

November 6, 2006

McCALL MUNICIPAL AIRPORT
HANGER SOLUTIONS, LLC
UNIT 535

A parcel of land situate in the East ½ of the Southwest ¼ 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 South ¼ Corner of Section 16, T. 18 N., R. 3 E., B.M., City of McCall, Valley County, Idaho; thence, N. 00° 36' 51" E., 14.80 feet along the east boundary of the E1/2 of said Section 16; thence, N. 89° 23' 09" W., 12.00 feet; thence, N. 00° 36' 51" E., 936.50 feet to the REAL POINT OF BEGINNING:

Thence, continuing N. 00° 36' 51" E., 42.75 feet,
Thence, N. 89° 23' 09" W., 36.00 feet,
Thence, S. 00° 36' 51" W., 42.75 feet,
Thence, S. 89° 23' 09" E., 36.00 feet to the Point of Beginning, containing 1,539 square feet, more or less.



EXHIBIT C
SPECIAL ADDITIONAL TERMS

None.

RESOLUTION NO. 16-21

A RESOLUTION OF THE CITY OF McCALL, VALLEY COUNTY, IDAHO, ESTABLISHING THE MINIMUM STANDARDS FOR COMMERCIAL OPERATIONS AND PRIVATE USERS OF THE MC CALL MUNICIPAL AIRPORT; REPEALING RESOLUTION NUMBER 10-20 AND ALL AMENDMENTS THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the McCall Airport Advisory Committee has reviewed and approved the Minimum Standards, and has recommended that the City adopt the Standards hereinafter set forth; and

WHEREAS, the Mayor and Council have reviewed the Minimum Standards at a Council meeting with public attendance on June 30, 2016.

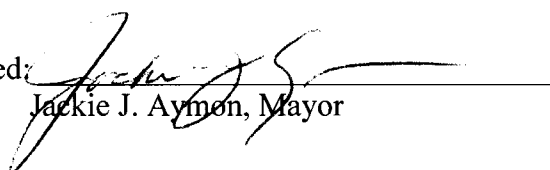
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of McCall, Idaho as follows:

Section 1. That the Minimum Standards for leases or private uses or commercial operations of the McCall Municipal Airport, McCall, Idaho, dated August 25, 2016, a copy of which is hereto attached as Exhibit A and by this reference incorporated herein, be, and the same are hereby adopted.

Section 2. That all previous Minimum Standards and any and all other amendments if any, are hereby repealed by the August 25, 2016 Minimum Standards.

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

PASSED by the City Council of the City of McCall, Idaho, this 8 day of September, 2016.

Signed: 
Jackie J. Aymon, Mayor

ATTEST:

I certify that the above Resolution was duly adopted by the City Council of the City of McCall on September 8, 2016 by the following vote:

Ayes: 4
Noes: 0
Absent: 1

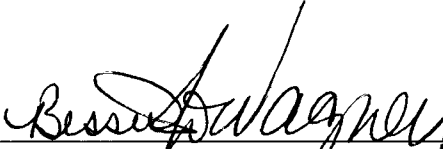
By 
BessieJo Wagner, City Clerk



EXHIBIT A

MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

At the

McCALL MUNICIPAL AIRPORT

PART I

INTRODUCTION, PURPOSE & DEFINITIONS

INTRODUCTION:

The objectives sought in these Minimum Standards are to:

- Promote safety in all airport activities
- Protect airport users from unlicensed and unauthorized products and services
- Maintain and enhance the availability of adequate services for all airport users
- Promote the orderly development of airport land
- Ensure efficiency of operations

PURPOSE:

These minimum standards are utilized to authorize the aeronautical activities which may take place at McCall Airport, as recommended by the Airport Advisory Committee and Airport Manager and approved by the City Council.

DEFINITIONS:

The applicable definitions are listed in Appendix A.

PART II

APPLICATIONS FOR LEASES, LICENSES AND PERMITS

Requests for new leases or for the assignment of existing leases of ground and/or facilities on the Airport or for licenses to carry on any commercial, business or aeronautical activity on the Airport shall be made to the Airport Manager. The Airport Manager shall thereafter present the application to the Airport Advisory Committee for its review and recommendations and finally to the City Council for its approval. The applicant shall submit all information and materials necessary, or requested by the above, to prove that the applicant will qualify under and will comply with the Minimum Standards. The application shall be signed and submitted by an owner of the business, a partner (if a partnership), or a corporate officer/director.

Minimum Application Information: The Airport Manager will not accept or take action on an application or in any way permit the installation of a commercial activity until the proposed lessee/licensee, in writing, submits a completed application (see Appendix B for application template) which sets forth the scope of the proposed operation, including the following:

- Contact Information:** Name, address, phone number, and email address of the applicant.
- Proposed Use:** A detailed explanation of the proposed land use, facility use and/or activity.
- Personnel Qualifications:** The names and the qualifications of the personnel to be involved in conducting such activity.
- Applicant Qualifications:** Explanation of how the applicant meets all of the qualifications and requirements established by these Minimum Standards, as well as the Airport's and FAA's Rules and Regulations.
- Safety Hazard:** Does the applicant's proposed operations or construction create a safety hazard on the Airport?
- Cost to the Airport:** Will granting of the application require the City of McCall to spend Airport funds or to supply labor or materials in connection with the proposed operations, or will the operation result in a financial loss to the City of McCall?
- Availability:** Is there adequate available space on the Airport to accommodate the entire activity of the applicant at the time of application?
- Compliance with Master Plan:** Does the proposed operation, airport development, or construction comply with the current Master Plan and Airport Layout Plan?
- Congestion:** Does the development or use of the area, as requested by the applicant, deprive existing users of portions of their operations area? Will the development or use cause undue congestion of aircraft or buildings? Will the development or use unduly interfere with the operations of any present user by interfering with aircraft traffic or preventing free access to any other facility?

- Ecological Considerations:** Do the proposed uses comply with Environmental Protection Agency, Department of Environmental Quality, Valley County Health District and City of McCall Planning and Zoning requirements for the protection of the health, welfare and safety of the inhabitants of the City of McCall?

Supporting Documents: If requested by the Airport Manager, the Airport Advisory Committee, or the City Council, the applicant shall submit the following supporting documents to the Airport Manager, together with such other documents and information, as may be requested:

- Financial statements, including current/actual balance sheet and income statement, and projected/pro-forma balance sheet and income statement, with the use/activity-sought included.
- Credit report authorization.
- An economic-feasibility study.
- Authorization for release of information from such persons as the City and Airport Manager shall deem necessary, to determine the applicant's qualifications to perform as set forth in the application. The applicant shall also provide a release for any information, which may be required under federal or state law or regulation.
- The City Council may require the applicant to post a performance bond.

Review of Application: The City Council, with the recommendation of the Airport Manager and the Airport Advisory Committee, shall determine whether or not the applicant meets the standards and qualifications as herein set out, and whether or not such application should be granted in whole or part, and if so, upon what terms and conditions.

In reviewing an application, the following additional factors will be considered:

- Misrepresentation:** If the applicant supplied the City of McCall, Airport Manager, or Airport Advisory Committee with any false information, or misrepresented any material fact in the application or supporting documents. If the applicant failed to make full disclosure on the application or supporting documents.
- History of Violations:** If any party applying or having an interest in the applicant's business has a record of violating the Minimum Standards or Rules and Regulations of another airport or the FAA, or has violated any Federal or other state's statutes.
- Prior Defaults:** If any party applying or having an interest in the business defaulted in the performance of any lease or other agreement with the Airport or the City of McCall.
- Poor Business Record:** If any party applying for or having an interest in the business has a record indicative of unsatisfactory business practices.

Lease or Agreement: Upon the approval of any such applications as submitted or modified, the City Council, after considering the recommendations of the Airport Manager and the Airport Advisory Committee, may cause to be prepared a suitable lease or license, which sets forth the terms and conditions of the land and/or the facility use. The lease or license shall be conditional upon or contain the following minimum conditions and assurances, and the City Council may require such additional terms, conditions and assurances, as is deemed necessary in a particular instance:

- The Lessee/Licensee is in compliance with and will remain in compliance with the Minimum Standards required for each activity.
- Any structure or facility to be constructed or placed upon the Airport shall conform to all federal, state and local safety regulations, current building codes, and fire regulations. Any construction once commenced will be diligently pursued to completion. Completion and occupancy of the structure must occur within 24 months after the execution of the lease. Failure to achieve either substantial progress or completion shall constitute cause for the City of McCall to cancel the lease/license, or to extend the completion dates for construction.
- All new construction, external modifications to an existing building, and underground excavation will be coordinated with the Airport Manager, and approved by all appropriate federal, state and city agencies.
- The right shall be reserved by the City Council to amend the Minimum Standards for the Airport. Any lease or agreement may be terminated or cancelled in the event of failure to comply with any modification or amendments to Minimum Standards after notice thereof has been given. Any lessee who is aggrieved by such amendments may apply to the City Council in the same manner as for a variance under the Planning and Zoning Act of the City of McCall.
- Adequate assurance of performance of the lease/license by the lessee/licensee will be provided to the City of McCall. Such assurance may be in the form of a security agreement, cash bond, or in such other manner or form as the City Council deems adequate, in its sole discretion.
- Proper insurance and hold-harmless clauses in such amounts and under such conditions, as the City Council deems proper, shall be incorporated in said lease.
- There shall be no assignment, transfer or sales of the lease/license without prior written consent of the City Council, which shall not be unreasonably withheld.

Lease Assignment: Lease Assignments are required when a hangar/lease is sold or transferred.

Commercial leases will require a complete lease application. Leases 102 through 105 are commercial land leases and require a full application. These leases are currently known as the Whitetail Hangar, McCall Aviation, McCall Fuel Farm, Carter Family Trust (DEW or Pioneer) and Sawtooth Aviation.

PART III

MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

In addition to meeting the requirements of Part II, every person conducting commercial aeronautical activities shall meet the additional requirements as hereinafter set out. No Fixed Base Operation (FBO), Specialized Aviation Service Operation (SASO), Independent Operation (IO) or other lessee or licensee shall engage in any business or activity other than those for which they have received approval from the City Council. For additional guidance, refer to Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5190-7, "Minimum Standards for Commercial Aeronautical Activities."

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

It is the intent of this policy to promote fair competition at the McCall Municipal Airport, but not to expose those who have undertaken to provide commodities and services to unfair or irresponsible competition. This policy sets minimum standards to be met by those who propose to conduct a commercial aeronautical activity. These standards, by expressing minimum levels of service offered and insurance coverage obtained, relate primarily to the public interest, but appropriate requirements, uniformly applied, discourage substandard enterprises, thereby protecting both established aeronautical activities and Airport patrons.

It is not the policy of the McCall Municipal Airport management or the City Council to impose an unreasonable requirement or standard not relevant to the proposed activity. The City Council reserves the right to waive any of the standards listed under this part, if in the opinion of the City Council, the existing conditions justify such a waiver.

Aeronautical service providers of more than one aeronautical activity must meet the more restrictive standard, if the standard is different from one activity to another.

Aeronautical service providers co-located in the same building may consolidate space as follows:

- **Square Footage:** Square footage required by the consolidated activity must meet or exceed the combined square footage requirements of the individual activities.
- **Restrooms:** Restrooms may be shared provided the number of water closets and lavatories meets the requirements of the city's adopted version of the International Building Code for Business use unless otherwise indicated in these Minimum Standards. If the building is shared by differing aeronautical activities, the rules for the activity with the most restrictive standard shall apply.
- **Parking:** Parking for multiple commercial aeronautical activities may be consolidated in the same lot provided the total number of spaces available meets the combined requirements of all aeronautical service providers using the lot.

Aeronautical services not co-located in the same building may not share assets except for parking. Parking may be shared provided the number of spaces available meets the combined requirement of the involved aeronautical service providers.

Proposals for future TTF activity must first be submitted to the Airport Manager and require a recommendation from the Airport Advisory Committee to City Council. If City Council chooses to consider a TTF plan, then a public hearing with Planning and Zoning and a separate public hearing with McCall City Council would be required, even if not normally required under current Planning and Zoning rules.. Additionally, FAA is required to comment as to the acceptability of the proposed TTF to ensure that the proposal does not violate any existing airport grant assurances.

Any TTF activities are required to pay airport access fees as stipulated by FAA directives. Landing fees, fuel flowage fees and other fees as determined by City Council would also be required to be paid by TTF operators.

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

PART IV

AMENDMENT, REVIEW AND EFFECTIVE DATE

Amendment: The City Council may upgrade or amend these Minimum Standards at any time, as it shall deem appropriate, for the equitable and improved use of the airport by commercial entities and in the best interests of the citizens of McCall.

Review: The AAC will undertake a full review of these Standards in five (5) years from the effective date, or earlier, if requested by the Council.

Effective Date: These Minimum Standards shall be in full force and effect from the date of their adoption by the City Council of McCall, by resolution duly enacted and signed.

DEFINITIONS

- AAC:** Airport Advisory Committee.

- Aeronautical Activity:** Any activity conducted on airport property that makes the operation of an aircraft possible or that contributes to, or is required for, the safe operation of aircraft.
The following activities are considered to be aeronautical activities:
 - Aerial surveying
 - Aerial photography
 - Aircraft paint or upholstery
 - Aircraft rental
 - Aircraft sales
 - Aircraft storage
 - Air carrier operations (passenger and cargo)
 - Air taxi and charter operations
 - Aviation fuel and oil sales
 - Avionics or instrument sales and repair
 - Banner towing
 - Crop dusting
 - Engine or propeller sales and repair
 - Flying clubs
 - General and corporate aviation
 - Sky-diving
 - Pilot training
 - Repair and maintenance of aircraft
 - Sale of aircraft parts
 - Sightseeing
 - Any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as an aeronautical activity.

- Aeronautical Service-Provider Classes:**
 - Fixed Base Operator (“FBO”)
 - Specialized Aviation Service Operation (“SASO”)
 - Independent Operators (“IO”)

- Agreement or Lease:** A contract executed between the airport and an entity granting a concession that transfers rights or interest in property, or otherwise authorizes the conduct of certain activities. The agreement or lease must be in writing, executed by both parties, and enforceable by law.

- Air Charter:** An entity that provides on-demand, non-scheduled passenger service in aircraft having no more than 30 passenger seats, and which must operate under the appropriate Federal Aviation Regulations (FARs).

- Aircraft:** Any contrivance now known or hereafter invented, used, or designed for navigation of, or flight in the air. Excluded from this definition are ultra-lights, gliders, and para-gliders.

- Aircraft Maintenance:** The repair, maintenance, adjustment, or inspection of aircraft. Major repairs include major alterations to the airframe, power-plant, and propeller, as defined in Part 43 of the FARs. Minor repairs include normal and routine annual inspections with attendant maintenance, repair calibration, adjustment, or repair of aircraft and associated accessories.
- Airport Sponsor:** A local municipal or state government body, or a private entity obligated to the federal government to comply with the assurances contained in grant agreements or property-conveyance instruments. A sponsor may be an entity that exists only to operate the airport, such as an airport authority established by state or local law. For this document, the terms airport sponsor and airport owner are used interchangeably.
- Assurance:** A provision contained in a federal-grant agreement to which the recipient of federal airport development assistance has voluntarily agreed, in consideration for the assistance provided.
- Aviation-Related Activity:** Any activity conducted on airport property that provides service or support to aircraft passengers or air cargo, such as:
 - Auto parking lots
 - Car rentals
 - Concessions
 - Ground transportation
 - Restaurants
 - Any other service or support activities that can appropriately be called aviation-related.
- Commercial Aeronautical Activity:** Any aeronautical activity that involves, makes possible, or relates to the operation of Aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective is accomplished.
- Commercial Non-Aeronautical Activity:** Any activity not directly related to the operation of Aircraft, (e.g., restaurant, rental cars, ground transportation, or other concessions), the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective is accomplished.
- Entity:** Any person(s), firm, partnership, limited-liability company, corporation, unincorporated proprietorship, association, or group.
- Equipment:** All personal property and machinery together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the activity being performed.
- FAA:** Federal Aviation Administration.
- FAR:** Federal Aviation Regulation.
- Fixed Base Operator (FBO):** Commercial business providing multiple aeronautical services, including, at a minimum, aircraft fueling, storage, tie-down and parking, base-line services

(including aircraft towing, deicing, engine-preheating, oxygen and APU servicing) and associated pilot and passenger facilities (lobby, restrooms, flight planning room, etc.).

- Grant Agreement:** Any agreement made between an airport sponsor and the FAA, acting on behalf of the United States, for the grant of federal funding or a conveyance of land, either of which the airport sponsor agrees to use for airport purposes.
- Improvements:** All buildings, structures, and facilities. Improvements may include pavement, fencing, signs, and landscaping that are constructed, installed, or placed on, under, or above any leased area.
- Independent Operators (“IO”):** Individual operators performing single-service aeronautical activities on the airport without a ground-lease arrangement with the Airport Sponsor (such as aircraft washing, flight instruction, and maintenance).
- Lease:** A contract between the airport owner and an entity granting a concession that transfers rights or interests in property, or otherwise authorizes the conduct of certain activities. The lease must be in writing, executed by both parties, and enforceable by law.
- Minimum Standards:** The criteria established by an airport owner as the minimum requirements that must be met by businesses, in order to engage in providing on-airport aeronautical activities or services.
- Operator:** The term applies to both commercial and non-commercial operators.
- SMS:** Safety Management System for use by certificate holders, managed by the FAA.
- SPCC:** Spill Prevention Control and Countermeasures.
- SWPP:** Storm Water Pollution Protection (plan).
- Specialized Aviation Service Operation (“SASO”):** A commercial business providing less than full (i.e., limited) FBO services. Generally, SASOs are single-service providers (e.g., maintenance, flight school, avionics shop); however, they may provide more than one aeronautical service.
- Sublease:** A lease agreement entered into by a lessee with another entity that transfers rights or interests in property or facilities, and that is enforceable by law.
- Tenant:** A person or entity who occupies or leases property on the Airport, or who conducts business operations of any kind upon the Airport premises, regardless of whether there exists a written agreement with the City of McCall.
- Through-the-Fence Rights:** The rights of access directly onto airport property from private property which is contiguous to the airport.

APPLICATION FOR LEASE / LICENSE

Name:

Contact:

Address:

Phone:

E-mail:

Attach legal description and plot plan of lease.

Attach airport map, showing location of lease.

Square footage requested:

Covered area _____

Uncovered area _____

Total leased square footage _____

Proposed land use, facility and/or activity sought: (Aircraft storage, or commercial aviation activity)

Names and qualifications of the personnel to be involved in conducting such activity:

Qualifications:

Safety hazard:

Cost to the Airport:

Availability:

Compliance with the Master Plan:

Congestion:

Ecological considerations:

For commercial aviation activities:

List all activities to be performed under the lease:

How does lease meet the Minimum Standards for each commercial activity?

Describe experience related to performance of these commercial activities:

Describe the business communications plan, including:

Contact information for principals in the business:

Contact information for daily operations:

Contact information for the public:

How does the public access the business?

Where does the public park?

Assignment Only: Attach sales agreement, bill of sale, deed or other documentation showing new ownership.

Lease rates:

Covered-area present lease rate _____

Uncovered-area present lease rate _____

Total present annual lease fee _____

Hangar number (if assigned):

Original date of lease _____

Original term of lease _____, Number and length of lease options _____

Lease rate upon assumption _____ covered

Annual lease fee upon assumption _____

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

	Aircraft Maintenance and Repair	Aircraft Rental	Flight Instruction / Flight School	Full Service Fuel & Oil Sales	Self Service Fuel Sales	Aircraft Storage / Hangar Rental	Air Taxi / Charter
Services Offered	Airframe, powerplant and accessory maintenance and repair	Aircraft Rental	Ground school and flight instruction	Retail sales of 100LL, JetA, and aviation oils.	Retail sales of 100LL and JetA with no assistance from the Aeronautical Activity Provider	Use of hangar space for compensation	Revenue charter /air taxi flights
Licenses/permits required	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, business license	Land lease, business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license
Amount of Land Required	N/A	N/A	N/A	1 acre	1/2 acre for 100LL only. 1 acre for Jet A or both Jet A and 100LL.	N/A	N/A
Size, type, and amount of facilities required	1 permanent restroom; 1600 sf shop space; suitable outside storage for waiting aircraft	100 sf office space	1 permanent restroom; 250 sf classroom/office space	2 permanent restrooms, public telephone, 100 sf flight planning, 200 sf waiting room	public telephone, 100 sf flight planning / waiting room / restroom	N/A	1 permanent restroom; 1000 sf passenger lobby; table desk or counter space
Automobile Parking Required	Per City Ordinance - Industrial Use (minimum of 2 spaces)	Per City Ordinance - Industrial Use (minimum of 2 spaces)	Per City Ordinance - Other Comm Use (minimum of 2 spaces) **Only finished sq ft used toward space rqmt	Per City Ordinance - Industrial Use	Per City Ordinance - Industrial Use	Per City Ordinance - Industrial Use	Per City Ordinance - Other Comm Use (minimum of 5 spaces) **Only finished sq ft used toward space rqmt
Number, type and training of Personnel	At least 1 FAA certified A&P mechanic	N/A	At least 1 FAA authorized CFI	At least 1 trained line service technician	N/A	N/A	Properly certified and qualified operating crew
Equipment Needed	Equipment, parts, and supplies as required for FAA certification	At least 1 aircraft available for rent	N/A	Approved filtration systems; aircraft tugs/tow bars; inflate tires; charge batteries; deice aircraft; computerized wx & flight planning	Approved filtration systems; computerized wx & flight planning	aircraft tug or towbars suitable for aircraft stored	Suitable, properly certified aircraft
Type and amount of inventory needed	N/A	N/A	N/A	10,000 gal storage capacity for each 100LL and JetA; 5 day's supply of each 100LL, JetA, and aviation oils	10,000 gal storage capacity and 5 day's supply for any grade provided	N/A	N/A
Environmental, Safety & Security	Customers Escorted	Customers Escorted	Customers Escorted	SPCC Plan, Customers Escorted, Vehicle Safety Plan	SPCC Plan, Vehicle Safety Plan	Vehicle Safety Plan	Customers Escorted; Vehicle Safety Plan
Contact Methods / Public Accessibility	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office. 24 hr call-out available	Posted after hours number on bldg & at Mgrs Office; Posted fuel price; Respond to problems in 24 hrs	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office
Days and Hours of Operation	Posted on bldg	Posted on bldg	Posted on bldg	Posted on bldg; Open 7 days/week and 4 hours/day excl. gov't holidays & others as apprvd by Airport Mgr	Open 24 hours 7 days / week 365 days / year	Posted on bldg	Posted on bldg
General Liability Insurance	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured
Premises Insurance	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value
Products & Completed Ops Insurance	\$1,000,000	N/A	N/A	\$1,000,000	\$1,000,000	N/A	N/A
Hangarkeepers Insurance	\$500,000	\$500,000	\$500,000	\$500,000	N/A	\$500,000	N/A
Aircraft Liability Insurance	N/A	\$1,000,000	\$1,000,000	N/A	N/A	N/A	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	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.

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

	Scheduled Air Service	Specialty Commercial Flying	Aircraft Sales	Rental Cars	Flying Clubs	Engine, Propeller, or Avionics	Aircraft Paint and/or Upholstery
Services Offered	Revenue scheduled air service	Any/all for-hire flying not regulated by 14 CFR Part 121 or 135 (e.g. skydiving, crop dusting)	New and/or used aircraft sales	Rental cars located/delivered on-airport	Club flying only. No revenue flights.	Engine, Propeller, Avionics and/or instruments sales and repair	Aircraft Paint and/or Upholstery
Licenses/permits required	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license
Amount of Land Required	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Size, type, and amount of facilities required	2 permanent restrooms; 1600 sf passenger lobby; desk or counter space	100 sf office space	100 sf office space	100 sf office space	100 sf office space	1 permanent restroom; 1600 sf shop space	1 permanent restroom; 1600 sf shop space
Automobile Parking Required	Per City Ordinance - Other Comm Use (minimum of 10 spaces) **Only finished sq ft used toward space rqmt	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 rqmt	Per City Ordinance - Industrial Use OR 1 space per on-site car, whichever is less	Per City Ordinance - Other Comm Use (minimum of 1 space per aircraft in the club) **Only finished sq ft used toward space rqmt	Per City Ordinance - Industrial Use (minimum of 2 spaces)	Per City Ordinance - Industrial Use (minimum of 2 spaces)
Number, type and training of Personnel	Properly certified and qualified operating crew	Properly certified and qualified operating crew	N/A	N/A	N/A	Appropriate FAA Licenses	N/A
Equipment Needed	Suitable, properly certified aircraft	Suitable, properly certified aircraft	N/A	At least 1 rental car.	Suitable, properly certified aircraft	Equipment, parts, and supplies as required for FAA certification	Equipment, parts, and supplies as required for FAA certification
Type and amount of inventory needed	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Environmental, Safety & Security	Customers Escorted	Customers Escorted; Vehicle Safety Plan	Customers Escorted	Customers Escorted	Customers Escorted	Customers Escorted	Customers Escorted
Contact Methods / Public Accessibility	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office
Days and Hours of Operation	Posted on bldg	Posted on bldg	Posted on bldg	Posted on bldg	Posted on bldg	Posted on bldg	Posted on bldg
General Liability Insurance	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured
Premises Insurance	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value
Products & Completed Ops Insurance	N/A	N/A	\$1,000,000	N/A	N/A	\$1,000,000	\$1,000,000
Hangarkeepers Insurance	N/A	N/A	N/A	N/A	\$500,000	\$500,000	\$500,000
Aircraft Liability Insurance	As required by 14 CFR Part 205	\$1,000,000	N/A	N/A	\$1,000,000	N/A	N/A
Workmen's Compensation Insurance	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements

See introduction Part III for additional requirements affecting providers of more than one aeronautical activity and the sharing of assets by different providers.

McCall Municipal Airport
Minimum Standards for Commercial Aeronautical Activities
Independent Operators

Appendix C

	Aircraft Maintenance and Repair	Aircraft Rental	Flight Instruction / Flight School	Full Service Fuel & Oil Sales	Self Service Fuel Sales	Aircraft Storage / Hangar Rental	Air Taxi / Charter	Scheduled Air Service	Specialty Commercial Flying	Aircraft Sales	Rental Cars	Flying Clubs	Engine, Propeller, or Avionics	Aircraft Paint/Upholstery
Services Offered	Airframe, powerplant and accessory maintenance and repair	Aircraft Rental	Ground school and flight instruction	Not Permitted	Not Permitted	Not Permitted	Revenue charter /air taxi flights	Not Permitted	Any/all for-hire flying not regulated by 14 CFR Part 121 or 135 (e.g. skydiving, crop dusting)	New and/or used aircraft sales	Rental cars located/delivered on-airport	Club flying only. No revenue flights.	Engine, Propeller, Avionics and/or instruments sales and repair	Aircraft Paint and/or Upholstery
Licenses/permits required	Business license; Airport Access Permit	Business license; Airport Access Permit	Business license; Airport Access Permit	Not Permitted	Not Permitted	Not Permitted	Business license; Airport Access Permit	Not Permitted	Business license; Airport Access Permit	Business license; Airport Access Permit	Business license; Airport Access Permit	Airport Access Permit	Business license; Airport Access Permit	Business license; Airport Access Permit
Amount of Land Required	N/A	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	N/A	N/A	N/A	N/A	N/A
Size, type, and amount of facilities required	N/A	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	N/A	N/A	N/A	N/A	N/A
Automobile Parking Required	N/A	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	N/A	N/A	N/A	N/A	N/A
Number, type and training of Personnel	At least 1 FAA certified A&P mechanic	N/A	At least 1 FAA authorized CFI	Not Permitted	Not Permitted	Not Permitted	Properly certified and qualified operating crew	Not Permitted	Properly certified and qualified operating crew	N/A	N/A	N/A	Appropriate FAA Licenses	N/A
Equipment Needed	Equipment, parts, and supplies as required for FAA certification	At least 1 aircraft available for rent	N/A	Not Permitted	Not Permitted	Not Permitted	Suitable, properly certified aircraft	Not Permitted	Suitable, properly certified aircraft	N/A	At least 1 rental car.	Suitable, properly certified aircraft	Equipment, parts, and supplies as required for FAA certification	Equipment, parts, and supplies as required for FAA certification
Type and amount of inventory needed	N/A	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	N/A	N/A	N/A	N/A	N/A
Environmental, Safety & Security	Airport Access Permit; Acceptance of Airport Rules and Regulations	Airport Access Permit; Acceptance of Airport Rules and Regulations	Airport Access Permit; Acceptance of Airport Rules and Regulations	Not Permitted	Not Permitted	Not Permitted	Airport Access Permit; Acceptance of Airport Rules and Regulations	Not Permitted	Airport Access Permit; Acceptance of Airport Rules and Regulations	Airport Access Permit; Acceptance of Airport Rules and Regulations	Airport Access Permit; Acceptance of Airport Rules and Regulations	Airport Access Permit; Acceptance of Airport Rules and Regulations	Airport Access Permit; Acceptance of Airport Rules and Regulations	Airport Access Permit; Acceptance of Airport Rules and Regulations
Contact Methods / Public Accessibility	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office	Not Permitted	Not Permitted	Not Permitted	Contact number available at Airport Manager's Office	Not Permitted	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office
Days and Hours of Operation	N/A	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	N/A	N/A	N/A	N/A	N/A
General Liability Insurance	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	Not Permitted	Not Permitted	Not Permitted	\$1,000,000 City of McCall named as Additional Insured	Not Permitted	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured
Premises Insurance	N/A	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	N/A	N/A	N/A	N/A	N/A
Products & Completed Ops Insurance	\$1,000,000	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	\$1,000,000	N/A	N/A	\$1,000,000	\$1,000,000
Hangarkeepers Insurance	N/A	N/A	N/A	Not Permitted	Not Permitted	Not Permitted	N/A	Not Permitted	N/A	N/A	N/A	N/A	N/A	N/A
Aircraft Liability Insurance	\$1,000,000	\$1,000,000	\$1,000,000	Not Permitted	Not Permitted	Not Permitted	As required by 14 CFR Part 205	Not Permitted	\$1,000,000	N/A	N/A	\$1,000,000	N/A	N/A
Workmen's Compensation Insurance	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	Not Permitted	Not Permitted	Not Permitted	ID State Statutory Requirements	Not Permitted	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements

ORDINANCE NO. 949

AN ORDINANCE OF THE CITY OF McCALL, VALLEY COUNTY, IDAHO AMENDING CHAPTER 16, *AIRPORT RULES AND REGULATIONS*, OF TITLE 8, *PUBLIC WAYS AND PROPERTY*, OF THE McCALL CITY CODE AS FOLLOWS: IN SECTION 8-16-1, *DEFINITIONS*.; ADDING A DEFINITION FOR UAS: UNMANNED AIRCRAFT SYSTEM; IN SECTION 8-16-2, *AIRPORT RULES; GENERAL*.; ADDING SUBPARAGRAPH (F) TO PROVIDE THAT UAS OPERATIONS SHALL BE CONDUCTED ACCORDING TO CURRENT FAA POLICY; IN SECTION 8-16-3, *GROUND RULES*.; ADDING SUBPARAGRAPH (K) TO REQUIRE PRIOR APPROVAL FOR STAGING AND PARKING LOCATIONS FOR UNATTENDED VEHICLES OR AIRCRAFT; AMENDING SECTION 8-16-7, *FEES*.; SUBPARAGRAPH (G), *PERMITS, AGREEMENTS, AND LEASES*.; PARAGRAPH 3, *LEASE ASSIGNMENTS*.; TO ADD A REQUIREMENT THAT HANGARS WITH SEWAGE HOLDING TANKS BE CONNECTED TO THE CITY SEWER SYSTEM IN CERTAIN CIRCUMSTANCES, ADDING PARAGRAPH 4, *NEW LEASES*, ADDING PARAGRAPH 5, *LEASE EXTENSIONS UPON LEASE EXPIRATION*.; TO REQUIRE THAT LEASES FOR TERMS OTHER THAN THE STANDARD LEASE TEMPLATE BE REVIEWED BY THE AIRPORT ADVISORY COMMITTEE FOR RECOMMENDATION AND COMMENT TO THE CITY COUNCIL AND THAT ANY VARIANCES FROM THE TEMPLATE MUST BE APPROVED BY THE CITY COUNCIL, ADDING PARAGRAPH 6, *THROUGH THE FENCE (TTF) AGREEMENTS*.; TO ESTABLISH THAT ALL FUTURE TTF ACTIVITY REQUIRES SUBMISSION OF THE PROPOSED ACTIVITY TO THE AIRPORT MANAGER, RECOMMENDATION FROM THE AIRPORT ADVISORY COMMITTEE TO THE CITY COUNCIL, PUBLIC HEARINGS BEFORE PLANNING AND ZONING AND THE CITY COUNCIL, FAA COMMENTS OF ACCEPTABILITY OF THE ACTIVITY, THE PAYMENT OF AIRPORT ACCESS FEES AS STIPULATED BY FAA DIRECTIVES, AND THE PAYMENT OF ALL LANDING, FUEL FLOWAGE AND OTHER FEES AS DETERMINED BY THE CITY COUNCIL, AND ADDING SUBPARAGRAPH (J), *AIRPORT CONSTRUCTION AND OBSTRUCTION CONTROL*.; TO PROHIBIT THE COMMENCEMENT OF CONSTRUCTION PENDING RECEIPT OF FAA FORM 7460 (AIRSPACE) PROCESS AND TO REQUIRE FAA ENVIRONMENTAL PROCESS FOR ALL CONSTRUCTION AND DEMOLITION; AMENDING SECTION 8-16-8, *USE OF HANGARS; ENVIRONMENTAL*.; SUBPARAGRAPH (C), *HANGARS*, TO ADD PARAGRAPH 8, *HANGARS PROPOSED FOR NON-AERONAUTICAL USE*.; TO SPECIFY THE PARAMETERS FOR THE LEASE OF AERONAUTICAL PROPERTY FOR NON-AVIATION USE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF McCALL, IDAHO:

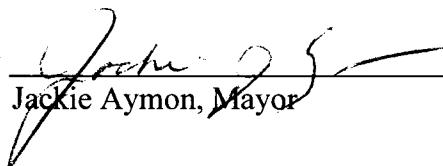
Section 1: That Chapter 16, *Airport Rules And Regulations*, of Title 8, *Public Ways And Property*, of the McCall City Code, be, and the same is hereby, AMENDED as follows, to-wit:

See Exhibit A attached hereto and, by this reference, incorporated herein as if set forth in full.

Section 2: This ordinance shall be in full force and effect after its passage, approval and publication, according to law.

PASSED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF McCALL, IDAHO, THIS 8 DAY OF SEPTEMBER, 2016.

Approved:

By 
Jackie Aymon, Mayor

Attest:


By 
BessieJo Wagner, City Clerk



EXHIBIT A**8-16-1: DEFINITIONS:**

Unless otherwise expressly stated, the following terms shall, for the purpose of these rules and regulations, have the meanings herein indicated:

AIR OPERATIONS AREA (AOA): That portion of the airport designed and used for landing, taking off, or surface maneuvering of airplanes together with the required clear areas.

AIR TRAFFIC CONTROL (ATC): A facility operated by the FAA for air/ground communications, which provides air traffic control services to aircraft operations on or in the vicinity of the airport on a temporary basis, usually during fire season.

AIRCRAFT: Any and all contrivances now known or hereafter designed, invented, or used for navigation or flight in the air.

AIRMAN: A gender neutral term for a civilian or military pilot, aviator, or aviation technician.

AIRPORT: The McCall Municipal Airport and all of the property, buildings, facilities and improvements within the exterior boundaries of such airport as it now exists on the airport layout plan or as it may hereafter be extended, enlarged or modified.

AIRPORT ADVISORY COMMITTEE: The advisory committee of five (5) people appointed by the mayor and confirmed by city council.

AIRPORT MANAGER: The duly appointed airport manager of McCall Municipal Airport, appointed by the city manager and confirmed by city council.

AUTO GAS: Any fuel designed and manufactured to be used in automobiles, as opposed to "AVGAS", which is designed and manufactured to be used in aircraft.

CITY: The city of McCall, Idaho, a municipal corporation located in Valley County, Idaho.

COUNCIL: The city council of McCall, Idaho.

ENVIRONMENTAL LAWS: All federal, state, and local laws relating to environmental matters.

FAA: Federal aviation administration.

FAR: Federal aviation regulation.

HAZARDOUS MATERIALS: Any material as defined in applicable federal, state, and local environmental laws.

LARGE AIRCRAFT: Aircraft with a certificated gross weight in excess of twelve thousand five hundred (12,500) pounds.

MCCALL CITY CODE: The code and ordinances of the city of McCall from time to time amended.

MOTOR VEHICLE: Any self-propelled vehicle other than aircraft.

MOVEMENT AREA: The runways, taxiways, and other areas of an airport which are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.

PERSON: Any individual, firm, copartnership, corporation, company, association, joint stock association, or body politic; and includes any trustee, receiver, assignee, or any similar representative thereof.

RSA: Runway safety area.

RAMP: An area designated as an apron or ramp, and used for the parking and maneuvering, loading and unloading, and servicing of aircraft.

SUPPLEMENTAL TYPE CERTIFICATE (STC): An approved modification to an FAA certificated aircraft.

TSA: Transportation security administration.

UAS: Unmanned Aircraft System, popularly referred to as drones.

VEHICLE: Any device in, upon, or by which any person or property is or may be transported.

8-16-2: AIRPORT RULES; GENERAL:

- (A) All aeronautical activities at the McCall Municipal Airport, and all flying of aircraft departing from or arriving at the airport, shall be conducted in conformity with the current pertinent provisions of the federal air regulations (FARs) promulgated by the federal aviation administration (FAA).
- (B) The airport manager may suspend or restrict any or all operations without regard to weather conditions whenever such action is deemed necessary for reasons of safety.
- (C) The airport manager shall at all times have authority to take such actions as may be necessary to safeguard the public in attendance at the airport. Every pilot, mechanic or other person employed at or using the airport shall cooperate with the airport management

to see that all persons upon the premises abide by these rules and use due care and caution to prevent injury to persons or damage to property.

- (D) Instructors shall fully acquaint their students with these rules and shall be responsible for the conduct of students under their direction during the dual instruction. When a student is flying solo, it shall be his/her sole responsibility to observe and abide by these rules.
- (E) Landing and takeoff rules are voluntary, but pilots are highly encouraged to follow these rules to improve safety, reduce noise and congestion, and enhance the aviation community's relations with the surrounding community. (Ord. 882, 11-4-2010)
- (F) UAS Operations shall be conducted in accordance with current FAA policy.

8-16-3: GROUND RULES:

- (A) Aircraft engines shall be started or warmed up so as not to endanger life or property. At no time shall engines be operated at power greater than necessary to move the aircraft when hangars, shops, other buildings, or persons in the observation area, are in the path of the propeller stream or jet blast. When aircraft engines are started, a competent operator shall be at all times at the controls.
- (B) Auxiliary power units (APUs) are not to be started until thirty (30) minutes prior to planned takeoff time. APUs operating beyond thirty (30) minutes are subject to a noise reduction/energy conservation/air quality fee to be set by resolution of the city council.
- (C) Aircraft shall be parked only in areas and in the manner designated by the airport manager.
- (D) All repairs to aircraft or engines, except emergency repairs, shall be made in the spaces designated for this purpose, and not in the area reserved for landing and taking off.
- (E) Only airmen, authorized personnel, or persons being conducted by airmen or airport attendants shall be permitted to enter the landing areas, aircraft parking ramps and taxiways. This does not give these persons the privilege of unrestricted use of this space. These privileges are confined to the necessary use of this space in connection with flights, inspections or routine duties.
- (F) Aircraft shall be properly blocked and tied down by the owner or operator when parked for overnight or when conditions otherwise warrant.
- (G) No motor vehicle shall be driven onto the runway safety area (runway) without the expressed permission of the airport manager or his designated representative. Fuel trucks and emergency vehicles are authorized. Operators of ground vehicles desiring access to the RSA shall carry a radio equipped to transmit and receive on 122.8 MHz (the common traffic advisory frequency [CTAF]), shall announce their intentions prior to entering the

runway environment, and shall monitor CTAF continuously while within the runway environment. (Ord. 882, 11-4-2010)

- (H) No automobile shall be parked on the airport property except in areas designated for that purpose by the airport manager.

Any vehicle parked in an area other than as herein provided shall be deemed to be involved in an extraordinary circumstance and a threat to public safety and the same shall immediately be towed away and impounded under the direction of the McCall police department. All costs of towing, impounding and storage shall be paid prior to redemption of any such vehicle, as provided by chapter 18, title 49, Idaho Code, which chapter is hereby adopted by this reference.

Operators of vehicles crossing the taxiway adjacent to the tie down area shall exercise due caution and must give way to all aircraft. (Ord. 933, 4-9-2015)

- (I) Vehicle parking areas at the airport are intended for airport users only. Commercial truck and bus parking not related to airport use is prohibited.
- (J) The airport manager may grant restricted access to the area inside the airport boundary fence for various reasons. Access privileges are confined to the times and areas required for the purpose access was granted. (Ord. 882, 11-4-2010)
- (K) Fixed wing and helicopter operators with support vehicles must receive approval from the airport manager for staging and parking locations prior to leaving vehicles or aircraft unattended.

8-16-7: FEES:

- (A) Tie Down And Parking Area: Tie down and parking area rental fees shall be from time to time established by resolution of the council. Rules and regulations for tie down areas and enforcement thereof shall be as established in such resolutions of the council.
- (B) Parking Procedures: Parking procedures for tie down tenants will be as directed by the airport manager.
- (C) Landing Fees: There is hereby imposed on all owners and operators of aircraft landing at the McCall Municipal Airport, landing fees in the amount established from time to time by city council resolution. The council may in such resolution establish classes of aircraft and vary the fees according to class, and extend exemptions to certain on airport lessees or on airport federal government agencies, if it so chooses.
- (D) Collection Of Landing Fees: The airport manager or designee shall collect such landing fees and remit them to the city treasurer who shall credit such fees to the airport fund.

- (E) Bulk Distributor Fuel Fee: A per gallon fee will be paid by the bulk distributor on all aircraft fuel delivered to any location at McCall Municipal Airport. The bulk distributor shall file a monthly report on an airport approved format of such deliveries. Payment of the fuel flowage fees shall accompany the report. The distributor shall pay to the city within thirty (30) days following the end of each calendar month, without demand or invoicing, the per gallon fee charges for the preceding month at the rate and in the amount then currently approved in the airport fee schedule. The distributor shall provide to the airport for calculation of per gallon fee charges a copy of its monthly fuel flowage report and the number of gallons delivered by the due date. The report and payment of fuel flowage fee must be received in the airport director's office on or before the delivered due date as described above. The current fuel flowage fee will be published and available at the airport manager's office.
- (F) Self-Fuel Fee: The fuel flowage fee will be paid by aircraft owners who bring their own fuel onto the airport to "self-fuel". The aircraft owner may choose either to pay the fuel flowage fee for all of the fuel brought onto the airport, or else pay the nonbased rate of 1.5 times the current fuel flowage fee for all fuel actually pumped.
- (G) Permits, Agreements, And Leases:
1. Commercial Activity: All commercial operators conducting activities of any type on McCall Municipal Airport property, or using McCall Airport property as a base of operations, shall notify airport management of such activity by applying for an "airport business license". The licenses may be obtained at the airport manager's office and will be valid for three (3) years from the date of issuance. A charge will be assessed for this license, as set by the McCall city council. Activities approved by license, agreement, or lease shall be restricted to the activities specifically described in the license, agreement, or lease and any applicable minimum standards. Forms for such permits, agreements, and leases and copies of the airport minimum standards may be obtained from the airport manager's office.

In the event the airport agrees to an activity for which there is not an appropriate license, agreement or lease, airport management will make a recommendation through the airport advisory committee to the city council for the terms, conditions and rates.

2. Airport Fees, Rents, And Charges: It is the goal of the airport to be as self-supporting as possible, in accordance with FAA airport grant assurances. The system of rates and charges is developed to reflect fair compensation for the use of the facility by all users (see airport website for current rates).
3. Lease Assignments: If any of the noncommercial hangar land lessees propose a commercial operation, then they will be required to fill out a complete new lease application and have the commercial operation reviewed by the airport advisory committee and approved or denied by city council.

All hangars which have sewage holding tanks will be required to connect to the city sewer system, where available within 300 feet of the hangar, upon lease assignment or the end of lease term. Lease Assignees with no intent to utilize an existing holding tank will crush or remove the existing tank as directed by the Airport Manager through coordination with Public Works.

Leases/hangars used for noncommercial purposes/airplane storage do not require a complete lease application but do require contact information and the registration number of the aircraft intended to be housed in the hangar.

Hangars 106 and above are all noncommercial hangars to be used for aircraft storage. These noncommercial lease assignments will require the following:

- (a) The name of the new owner including those authorized to execute documents if transferred to a corporation.
- (b) The address of the new owner.
- (c) The telephone number of the new owner.
- (d) An e-mail address if available for the new owner.
- (e) Two (2) contacts to assist in finding the owner if they move and the post office is no longer forwarding their mail.
- (f) The N number of the aircraft to be stored in the hangar.
- (g) If no aircraft is presently owned, a stated plan on when and how aircraft are to be stored in the hangar (e.g., a plan to build a home built aircraft, a plan to purchase an aircraft by a certain date, or a plan to rent the hangar for aircraft storage until an aircraft is purchased).
- (h) An acknowledgement that the hangar is to be used primarily for aircraft storage.
- (i) A name change for the hangar owner, a name of the corporation, or placing the lease into an estate planning trust is not a lease assignment if the people owning the lease have not changed.

4. New Leases: Leases for terms other than the adopted "standard" lease template are reviewed by the AAC with a recommendation and comment to City Council. Any variance from the standard lease template must be approved by the City Council.

5 Lease Extensions Upon Lease Expiration: Prior to extending a lease, the AAC will review and make a recommendation to City Council after consideration of the physical condition of the existing hangar and its impact on the Airport Master Plan and Airport Layout Plan to assure that extension of the lease for the hangar does not interfere with future airport development.

6. Through the Fence (TTF) Agreements:

- (a) Proposals for future TTF activity must first be submitted to the Airport Manager and require a recommendation from the Airport Advisory Committee to City Council. If City Council chooses to consider a TTF plan, then a public hearing with Planning and Zoning and a separate public hearing with McCall City Council would be required, even if not normally required under current Planning and Zoning rules. Additionally, FAA is required to comment as to the acceptability of the proposed TTF to ensure that the proposal does not violate any existing airport grant assurances.
- (b) Any TTF activities are required to pay airport access fees as stipulated by FAA directives. Landing fees, fuel flowage fees and other fees as determined by City Council would also be required to be paid by TTF operators.
- (H) **Damage To Airport Property:** Any person causing or responsible for injury, destruction, damage, or disturbance to the airport or public property shall report such damage to the McCall police and, upon demand by the airport, shall reimburse the airport for the full amount of the damage.
- (I) **Nondiscrimination:** It is unlawful for a lessee, tenant, concessionaire, licensee, or contractor to discriminate against any person, because of race, color, national origin, sex, creed, or handicap, in public services and employment opportunities.
- (J) **Airport Construction and Obstruction Control:** No person shall commence any construction project on airport premises without first obtaining written permission from the airport manager and without strict compliance and adherence to the safety specifications and direction of the airport manager. The airport manager will review all requests for building permits and approve or disapprove on the basis of the airport minimum standards, any airport tenant design standards, the then current airport master plan, the current FAA approved airport layout plan, and the potential benefit to the public and the aeronautical community. Construction shall not begin until FAA has approved via an FAA form 7460 (airspace) process. A FAA environmental process is also required for all construction and demolition on the airport.
- (K) **Removal And Impoundment Of Property:** The airport manager, or his duly authorized representative, may remove from any area of the airport, including any leased premises, any aircraft, motor vehicle, or other property which causes or constitutes, or reasonably appears to cause or constitute, an imminent or immediate danger to the health or safety of the persons using the air terminal or a significant portion thereof. The expense of such removal and any storage fees shall become a lien chargeable to the owner and/or operator of such aircraft, motor vehicle or other property.
- (L) **Abandoned/Derelict Aircraft:** No person may abandon an aircraft on the airport, nor allow an aircraft parked on the airport, to become derelict or a hazard to other airport users. If the owner of an aircraft which appears to be abandoned or derelict cannot be contacted, a

notice shall be placed on the aircraft stating that the aircraft must be moved from the parking ramp within six (6) weeks, or the aircraft will be impounded and removed. (Ord. 882, 11-4-2010)

8-16-8: USE OF HANGARS; ENVIRONMENTAL:

- (A) Standards And Requirements: The standards and requirements set forth in the document entitled "Minimum Standards For Commercial Aeronautical Activities At The McCall Municipal Airport", as the same may be hereafter amended, is hereby ratified and adopted as the "minimum standards for commercial aeronautical activities at the McCall Municipal Airport", and as ratified and adopted shall be the standards and requirements governing the use of the McCall Municipal Airport by all commercial operators for all commercial operations.
- (B) Copies On File: Three (3) copies of said "Minimum Standards For Commercial Aeronautical Activities At The McCall Municipal Airport" are on file in the office of the city clerk for inspection and examination. As such minimum standards are amended, as may be deemed necessary or desirable by the city council, three (3) copies of such amendments shall be placed on file with the city clerk for inspection and examination.
- (C) Hangars: Hangars are intended to be used primarily for aeronautical purposes.
1. Each hangar owner shall annually report the N number of each aircraft stored in a hangar.
 2. A limited amount of personal property of the aircraft owner may be stored in the hangar, so long as the primary use of the hangar is for aircraft storage.
 3. The personal property of anyone other than the aircraft owner is not permitted to be stored in the hangar.
 4. Hangars may be rented for aircraft storage, and the airport must be notified of the N number of the aircraft being stored and of the contact information for the aircraft owner or primary user of the aircraft.
 5. Hangars may be used for crew rest or use by air crews on standby or alert to fly.
 6. Crew rest is not intended as crew quarters for pilots beyond a twenty four (24) hour period.
 7. Hangars may not be used for any residential purpose.
 8. Hangars Proposed For Non-Aeronautical Use: The City will not approve any existing or proposed lease of aeronautical property including private hangars for non-aviation use for longer than a brief interim period of time generally, five or fewer years, and provided the activity does not violate FAA grant assurances. Such leases are also subject to FAA

approval and the proposed Lessee obtaining all necessary zoning and other approvals from the City, and provided that the annual lease fee shall be set at 1.5 times the new lease rate for the property. Non-Aeronautical use of hangars may be considered for less than one year so long as the Lessee obtains the proper approvals from the FAA and the lease rate is adjusted for the period of non-aeronautical use. Using hangars for commercial or non-commercial storage of property of other than that of the hangar owner is considered to be a non-aeronautical use.

- (D) Nonexclusive Rights: Nothing herein contained shall be construed to grant otherwise or authorize the granting of an exclusive right, except as to the areas to be occupied by the permit holder, agreement holder, or lessee, which areas shall be for the permit holder, agreement holder, or lessee's exclusive use.
- (E) Environmental Compliance:
1. Stormwater: No person shall cause or allow nonallowable stormwater and nonstormwater discharges to be released to the stormwater system, or any hazardous material to be released to the storm sewer system except as specifically permitted under the clean water act (33 USC section 1251 et seq.).
 2. Washing Of Aircraft: Aircraft shall not be washed on airport property in areas that eventually drain to the Payette River. Wastewater from aircraft washing operations shall be disposed only in accordance with all applicable local, state, and federal environmental rules and regulations.
 3. Aircraft Repairs And Painting: Aircraft shall be stored and major repairs which would require a sign off by an A&P mechanic shall be made only on leased sites where specifically permitted. Aircraft repair work may be performed on ramps or aprons only with prior permission from the airport manager. Spray painting will only be conducted in facilities designated for this purpose. (Ord. 882, 11-4-2010)

EXHIBIT F



City of McCall

Resolution No 17-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCALL, IDAHO, ESTABLISHING AND ADJUSTING VARIOUS FEES FOR THE AIRPORT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, **McCall City Code Section 6.4.100** provides that a schedule of charges be established periodically by the Council by resolution; and

WHEREAS, McCall City Code Section 8.16.7 authorizes the imposition and collection of certain fees at the McCall Airport; and

WHEREAS, the Department Head in charge of the Airport of the City of McCall has estimated the cost of providing the enumerated services and the rates required to recover those costs; and

WHEREAS, the City complied with **Idaho Code 63-1311A**, by placing a Public Notice in the Star-News on July 27 and August 3, 2017 announcing a public hearing on August 10, 2017 to consider fee increases in the Airport Department;

WHEREAS, the City Council conducted a public hearing at the August 10, 2017 Council meeting, as required by law, and considered public comment, and deliberated upon the recommended fee increases; and

WHEREAS, The Council directed staff continue the public hearing to September 14, 2017 at 6:00 pm; and

WHEREAS, at the conclusion of the September 14, 2017 public hearing, the Council directed staff to prepare a resolution adopting the following fee increases;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF MCCALL, Valley County, Idaho that:

Section 1: The following schedule of charges is hereby adopted as the rates for listed services in the Airport Department:

Fuel Flowage Fees (per gallon)	\$.08
Seasonal Tie-Down Rates (per month)(25% discount for paying six months in advance)	
Single Engine and Small Twin, T-tie-down areas	\$50

Twin Tie-Down row	\$75
Jet Row	\$200
Aircraft Parking	
Piston single & light piston twin, less than 6,000 pounds (per night)	\$5.00
Piston single & light piston twin, 6,000-12,500 pounds (after 4 hours)	\$5.00
Turbine-powered single/twin (after four hours)	\$10.00
Jet less than 12,500 pounds (after 4 hours)	\$30.00
Jet 12,500 pounds and greater (after 4 hours)	\$45.00
New Land Leases (annually, per sq. ft. base year 2018 adjusts annually effective October 1 according the percentage increase of the Western Urban Consumer Price Index for the twelve calendar months prior and including the most recent month for which such an Index is available.)	
Covered	\$.30
Bare	\$.30

Landing Fees (per thousand pounds)max certificated gross takeoff weight	
less than 8,000 pounds	No charge
Based Aircraft 8,000 lbs.	\$1.10
Transient Group A,B,C, Category I & II greater 8,000 and greater	\$1.65
Category III and greater	\$2.75
all air ambulance and firefighting aircraft	No charge
Hangar Waiting List	\$500.00
Car Rental Fees (On airport and Picking up or dropping off at Airport)	10% of gross receipts
Lease Assignment Fee	Not to exceed \$1000 and not to exceed actual costs of personnel and expenses
Commercial Operator Permits not leasing from airport or subleasing from airport tenant	
Itinerant Commercial Operators	\$500.00 per year, landing fee @\$1.65 credited against first \$500.00
FAR Part 137 Ag Operators, except fire fighters	\$500.00 per month
Scheduled Part 135 <10 seats	\$1,000.00 per year, landing fee @ \$1.65
Vehicle (non-aircraft) Parking	
Daily rate	\$5.00
Vehicle operator leasing from airport or subleasing or receiving services from airport tenant. Monthly rate paid in advance	\$25.00
Vehicle operator neither leasing from airport nor subleasing nor receiving services from airport tenant. Monthly rate paid in advance	\$50.00
Snow Removal from Leased Space	

Automatic removal option - Fee per sq. ft.	\$.01
As requested option, request received prior to 9am	\$.01/sq. ft. +\$10.00
As requested-expedited option	\$.015/sq. ft.

Section 2: This resolution shall be in full force and effect on October 1, 2017

Passed and approved this 14 day of September, 2017

CITY OF MCCALL
Valley County, Idaho



Jackie Aymon

Jackie Aymon
Mayor

ATTEST:

BessieJo Wagner

BessieJo Wagner
City Clerk

McCALL CITY COUNCIL
AGENDA BILL

216 East Park Street
 McCall, Idaho 83638

Number AB 18-260
Meeting Date October 25, 2019

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Waive FY19 Terrorism Insurance</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk	JU	Originator
		Treasurer		
		Community Development		
		Police department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	\$38,680 if not waived	Airport		
FUNDING SOURCE:	Unidentified	Library		
TIMELINE:	ASAP	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

The City of McCall has received its ICRMP Policy renewal for FY19. Included in our insurance policy is terrorism coverage for ICRMP Members as a whole for \$20,000,000. The coverage is provided for all ICRMP members to be shared by any and all affected by acts of terrorism, at no additional cost to the City. ICRMP also has available additional terrorism insurance for the additional cost of \$38,680 over our renewal amount to cover our total insured property of \$38,679,617.

In order for an act of terrorism to be acknowledged, the Secretary of Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, certifies that an event meets the definition of a “certified act of terrorism”. In Accordance with the Terrorism Risk Act, December 26, 2007, ICRMP is required to offer coverage of all property they insure. The City of McCall must decide whether they desire the additional coverage, at the additional premium, or choose to reject the additional coverage.

The Council rejected the additional Terrorism Insurance the last 5 years.

A Notice Offer of Terrorism Coverage required by law and the form to reject the additional insurance are attached.

RECOMMENDED ACTION:

Reject the additional terrorism insurance for FY19 offered by ICRMP and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

NOTICE - OFFER OF TERRORISM COVERAGE (Required by Federal law)

NOTICE – DISCLOSURE OF ADDITIONAL PREMIUM

TO: ICRMP Member:

The Terrorism Risk Insurance Act, as extended on December 26, 2007 by the enactment of the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), is a U.S. Treasury Department program under which the federal government would share, with regulated insurance carriers, the risk of loss from terrorist attacks. The Act applies when the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, certifies that an event meets the definition of a "certified act of terrorism". Certified acts of terrorism can also include foreign or domestic acts of terrorism, but they still must be certified as such by the Federal officers listed above.

In accordance with the Terrorism Risk Insurance Act, as extended on December 26, 2007, we are required to offer you coverage of all of the property we insure that your agency owns against any "certified act of terrorism". Your public agency must decide whether you desire the coverage (for an additional premium) or whether you choose to reject the offer of coverage and not pay the premium. The choice belongs to the governing board.

If you choose to accept this offer of terrorism coverage, your premium will include the additional premium for terrorism as stated in this disclosure. If you choose to reject this offer, you must do so by signing the enclosed statement and returning it to your agent, Marty Koch at (208) 459-1678 or mail directly to ICRMP at P.O. Box 15249, Boise, Idaho, 83715.

If you reject coverage under the Act, the ICRMP policy provided to your public entity will provide an alternative form of coverage of terrorism-related insurance. Rather than cover the entire value of every item of property every public entity member of ICRMP might insure, the alternative form of coverage will provide a fixed amount of coverage (50 million dollars) for the entire membership of ICRMP during any single policy year. If terrorism-caused covered losses do not exceed 50 million dollars during any single policy year, such losses will be paid in full, subject to policy terms and conditions. If total terrorism-caused losses exceed 50 million dollars in the current policy year, such losses will be paid on a *pro-rata* basis among members suffering covered terrorism-caused losses, in proportion to their covered losses expressed as a percentage of all covered losses. Coverage under this alternative process shall not require certification by the Federal officials pursuant to TRIPRA.

Named Insured: City of McCall

DISCLOSURE OF PREMIUM

If you accept this offer, the premium for terrorism coverage is estimated to be an additional amount of \$38,680 over and above your proposed renewal Member contribution based on reported total insured values of \$38,679,617.

CONTINUED ON NEXT PAGE

For Policy Year Effective October 1, 2018

IF YOU WISH TO REJECT COVERAGE UNDER THE TERRORISM RISK INSURANCE ACT, AS EXTENDED ON DECEMBER 26, 2007, THE NAMED INSURED MUST APPROVE AND SIGN THE FOLLOWING STATEMENTS:

TERRORISM RISK INSURANCE ACT REJECTION OF FULL COVERAGE

We, as a Member of ICRMP, acknowledge that we have been notified as required under the Terrorism Risk Insurance Act, as extended on December 26, 2007, that as respects to the above referenced policy of insurance policy referenced above:

1. We have been offered coverage for acts of terrorism as defined in the Act;
2. We have been advised that if we accept coverage for acts of terrorism as defined in the Act, the United States Government will participate in the payment of terrorism losses insured under the Act, subject to the provisions of the Act;
3. We have been told that if we reject coverage under the Act by signing this notice, to the extent allowed by law, we will have only our respective share of the alternative coverage for any act of terrorism under the policy issued by ICRMP.
4. We have been notified of the annual premium for coverage for acts of terrorism as defined in the Act.
5. We hereby **reject** coverage for acts of terrorism as defined in the Act and understand my policy will contain an exclusion for acts of terrorism as defined by TRIPRA, but will otherwise provide limited coverage concerning acts of terrorism as addressed by the ICRMP policy issued annually to Members.

Chief Executive/Administrative Officer

Date

Print name

Print

public office held

City of McCall

Public Entity Name

RETURN THIS FORM TO YOUR AGENT OR ICRMP. A COPY OF THIS DOCUMENT IS AS BINDING AS THE ORIGINAL.

ATTENTION AGENT: THIS FORM MUST BE SIGNED PERSONALLY BY AN AUTHORIZED OFFICER OF THE INSURED AND RETURNED TO ICRMP.

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 18-261
Meeting Date October 25, 2018

AGENDA ITEM INFORMATION

SUBJECT: <i>Resolution 18-23: Designating Signatories on the City of McCall's Bank Accounts</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer	JS	Originator
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
			Parks and Recreation	
COST IMPACT:	N/A	Airport		
FUNDING SOURCE:	N/A	Library		
TIMELINE:	N/A	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

Resolution 18-23 (attached) adds Anette Spickard, City Manager as authorized to sign checks and other disbursements as well as designates her as an authorized Treasury Management signer to authorize treasury management services.

US Bank form, Appendix A-1 (attached), is modified whenever there is a change to any of the signatories authorized to sign checks and other disbursements. US Bank form, Appendix B-1 (attached), is modified whenever there is a change to any of the authorized Treasury Management Signers. Any modifications to Appendix A-1 or Appendix B-1 are performed through resolution of the City Council

The signature authority for Jackie J. Aymon, Mayor, Bob Giles, Council President, BessieJo Wagner, City Clerk, and Linda Stokes, City Treasurer, remains unchanged. The Treasury Management signer authority of Linda Stokes, City Treasurer, also, remains unchanged.

RECOMMENDED ACTION:

Adopt Resolution No. 18-23 designating City Manager, Anette Spickard, as a signatory on the City of McCall's bank accounts and as a Treasury Management signer to authorize Treasury Management services and authorize Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION



City of McCall
RESOLUTION NO. 18-23

A RESOLUTION OF THE CITY OF MCCALL, IDAHO RELATING TO THE PERSONS AUTHORIZED TO SIGN DOCUMENTS RELATING TO ADMINISTRATION, DESIGNATING THE PERSONS AUTHORIZED TO SIGN CHECKS AND OTHER DISBURSEMENTS FROM THE BANK ACCOUNTS OF THE CITY, AND AUTHORIZED TO SIGN AGREEMENTS AND CONTRACTS.

WHEREAS, Idaho Code Section 50-1018 requires that the City Treasurer shall keep all city monies on deposit or invest city monies as provided by statute and ordinance; and

WHEREAS, the City of McCall maintains several accounts and currently has funds deposited with U.S. Bank of Idaho, and the State of Idaho Local Government Investment Pool in interest-bearing checking, certificates of deposit and other accounts; and

WHEREAS, Idaho Code Section 50-1018 requires that payment of claims be by warrants signed by the Mayor and City Clerk or by checks signed by the Mayor and Treasurer; and

WHEREAS, the City of McCall uses a check system for disbursing funds and the City's accounts require two signatures on checks; and

WHEREAS, the City of McCall may enter into agreements for financial services or accounts with other institutions as required to safeguard or invest funds and pay claims;

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

Section 1: That the Mayor, whose name and signature appear on Appendix A-1, is hereby designated to sign checks, other disbursements, agreements, and contracts when so authorized by the City Council.

Section 2: That the Council President, whose name and signature appear on Appendix A-1, is hereby designated to sign checks, other disbursements, agreements, and contracts when so authorized by the City Council.

Section 3: That the City Manager, whose name and signature appear on Appendix A-1, is hereby designated to sign checks, other disbursements, agreements, and contracts when so authorized by the City Council.

Section 4: That the City Treasurer, whose name and signature appear on Appendix A-1, is hereby designated to sign checks, other disbursements, agreements, and contracts when so authorized by the City Council.

Section 5: That the City Clerk, whose name and signature appear on Appendix A-1, is hereby designated to sign checks, other disbursements, agreements, and contracts when so authorized by the City Council.

Section 6: That Appendix A-1 will be modified when there is a change of any of the following: Mayor, Council President Official, City Manager, City Treasurer and/or City Clerk. Any modifications to Appendix A-1 will be performed by resolution and attested by a person commissioned as a Notary Public for the State of Idaho.

Section 7: That the City Manager, whose name and signature appear on Appendix B-1 is hereby designated an authorized Treasury Management Signer, empowered to authorize Treasury Management services.

Section 8: That the City Treasurer, whose name and signature appear on Appendix B-1, is hereby designated an authorized Treasury Management Signer, empowered to authorize Treasury Management services.

Section 9: That Appendix B-1 will be modified when there is a change of City Manager and/or City Treasurer Official. Any modifications to Appendix B-1 will be performed through resolution of the City Council

Section 10: That the above individuals be, and the same are hereby directed to execute the documents provided by financial institutions used by the City of McCall to manage, invest or disburse funds as necessary to implement the intent of this resolution.

PASSED AND APPROVED this 25 day of October 2018.

Signed by:

Jackie J. Aymon, Mayor

ATTEST:

BessieJo Wagner, City Clerk



Appendix A-1

New Account/Change in Authorized Account Signer(s)

Customer Information

Customer Name: City of MCCALL

New Account

Tax Identification Number: _____

Change in Authorized Account Signers

Account Information

Account Name	Account Number	Tax Identification Number
COMBINED ACCOUNT	_____	_____
HRA FSA	_____	_____
MCCALL URBAN RENEWAL AGENCY	_____	_____
_____	_____	_____

Authorized Account Signers

Add Authorized Account Signer(s):

Name	Title	Specimen Signature
Anette Spickard	City Manager	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Delete Authorized Account Signer(s) (list name(s) only):

_____	_____	_____
-------	-------	-------

Existing Authorized Account Signer(s) other than those new Authorized Account Signers listed above (list name(s) only, no specimen signatures are needed)

BESSIEJO WAGNER	LINDA STOKES	ROBERT GILES
JACKIE J AYMON	_____	_____

The Signer listed below represents and warrants to the Bank that: (i) the signatures listed above are the true and authentic signatures of the additional Authorized Account Signer(s); (ii) that each Customer listed above has taken all action required by its respective organizational documents to appoint the additional Authorized Account Signer(s) and to delete any Existing Authorized Account Signer(s); and (iii) he/she is authorized to complete this Appendix A-1 for each Customer listed above.

Account Signer may execute this Appendix A-1 to add an account(s) for Customer if the Existing Authorized Signers remain the same. Otherwise, this Appendix A-1 must be executed by a Contract Signer. This Appendix A-1 becomes effective only after U.S. Bank receives and has time to modify its records to reflect the changes noted herein.

Signer Signature: _____

Print Title: Mayor

Print Name: Jackie Aymon

Date: _____

CTN SFG-006952

For Internal Use Only:

Authorized Signers are related to the Master Services Agreement dated: _____

Review _____ Validation Method _____ TL Review _____ Imaged _____



Appendix B-1

Change in Authorized Treasury Management Signer(s)

Customer Information

Customer Name: City of MCCALL Tax Identification Number: 826000223

Authorized Treasury Management Signers:

Add Authorized Treasury Management Signer(s):

Name	Title	Specimen Signature
<u>Anette Spichard</u>	<u>City Manager</u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

Delete Authorized Treasury Management Signer(s) (list name(s) only):

<u>Nathan Coyle</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
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<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

Existing Authorized Treasury Management Signer(s) other than those new Authorized Treasury Management signers listed above (list name(s) only, no specimen signatures are needed)

<u>Linda Stokes</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
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<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

The Contract Signer listed below further represents and warrants to the Bank that the signatures listed above are the true and authentic signatures of the Authorized Treasury Management Signer(s) and that Customer has taken all action required by its organizational documents to appoint the Authorized Treasury Management Signer(s). This Appendix B-1 becomes effective only after U.S. Bank receives and has time to modify its records to reflect the changes noted herein.

Contract Signer Signature: _____ Print Title: Mayor
 Print Name: Jackie Aymon Date: _____


For Internal Use Only:
 Authorized Signers are related to the Master Services Agreement dated: _____
 Review _____ Validation Method _____ TL Review _____ Imaged _____

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 18-267
Meeting Date October 25, 2018

AGENDA ITEM INFORMATION					
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>	
Request to Approve a new FY19 Hach® Service Partnership Contract		Mayor / Council			
		City Manager	ABS		
		Clerk			
		Treasurer			
		Community Development			
		Police Department			
		Public Works	MTS	Originator	
		Golf Course			
			Parks and Recreation		
			Airport		
COST IMPACT:	\$9,124.00	Library			
FUNDING SOURCE:	Water Treatment O&M - Professional Services	Information Systems			
TIMELINE:	ASAP	Grant Coordinator			
SUMMARY STATEMENT:					
<p>Attached is the FY19 HACH Service Partnership Contract and quotation that covers various Hach® process control instruments at the Water Treatment Plant. The system analyzes the condition of the raw water being processed for distribution to our customers. This service contract runs from 11-1-2018 to 10-31-2019 and includes two visits per year for calibration of the testing equipment, recommended maintenance and unlimited technical support calls. This will be our 5th year of obtaining the service agreement, which was set in motion when we began replacing the old antiquated system in 2014.</p>					
RECOMMENDED ACTION:					
Approve new FY19 HACH Service Partnership Contract and authorize the Mayor to sign all necessary documents.					
RECORD OF COUNCIL ACTION					
MEETING DATE	ACTION				


	HACH SERVICE PARTNERSHIP QUOTATION	Page : 1 of 4 Partnership Number : HACH540993
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com



Partnership Number : HACH540993 **Version :** 0.17 **Quotation Date :** 17-SEP-18
Hach Company Contact : Ballard, Brent Allen **Service Partnership Phone :** **Expiration Date :** 01-NOV-18
Customer Ref : Renewal Quote **Customer Contact :** DELLWO, MATTHEW
Customer Phone : 208-315-4250 **Customer Fax :** **Customer Email :** mdellwo@mccall.id.us

Bill-To Account # 098274	Ship-To Account # 098274	Payment Terms: Net 30
Customer Name CITY OF MCCALL	Customer Name CITY OF MCCALL	Billing Method: Annual-Invoices on START Date
Address4	Address4	Currency: USD
Address1 216 PARK STREET	Address1 815 S SAMSON TRL	
Address2	Address2	
Address3 City,State, PostalCode MCCALL-ID-83638	Address3 City,State, Postalcode MCCALL-ID-83638-5137	
Province/ Country US	Province/ Country US	

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSPCLX10	02-NOV-18	01-NOV-19	Fld Svc-2V CLx10 (free or total):02-NOV-2018:01-NOV-2019 Field Service Partnership includes all parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Coverage does not include the sc200 or optional pH probe. 1.1 9150400 oo SENSOR, FREE CHLORINE CLF10 sc ; 15 167 0605 02 1.2 9150400 oo SENSOR, FREE CHLORINE CLF10 sc ; 15 167 0604 02	2,540.00
2	PMP-GLPHORP-1V	02-NOV-18	01-NOV-19	PMP-GLI pH ORP PROBE-1V (FRV 1):02-NOV-2018:01-NOV-2019	552.00

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 2 of 4 Partnership Number : HACH540993
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com

2.1	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 1509442946	
2.2	DPD1P1			Digital pH Sensor, PEEK, Convertible ; 1512448462	
3	FSPSC200	02-NOV-18	01-NOV-19	Fld Svc-1V SC200 Controller:02-NOV-2018:01-NOV-2019	960.00
3.1	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1507C0130008	
3.2	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1507C0130004	
3.3	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1507C0121941	
3.4	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1507C0121957	
4	FSPFT660SC	02-NOV-18	01-NOV-19	Fld Svc-4V FT660sc Turb Sensor:02-NOV-2018:01-NOV-2019	5,072.00
4.1	LPV421.99.00012			FT660sc Sensor Only, HACH ; 150800506429	
4.2	LPV421.99.00012			FT660sc Sensor Only, HACH ; 160700507232	
4.3	LPV421.99.00012			FT660sc Sensor Only, HACH ; 160700507223	
4.4	LPV421.99.00012			FT660sc Sensor Only, HACH ; 160700507232	
5	HACH PM 4 VISIT	02-NOV-18	01-NOV-19	4 ON SITE VISITS:02-NOV-2018:01-NOV-2019	0.00
5.1	FIELD CONTRACT SITE			Field Service Contract site visit ; HACH540993	

Sub Total : 9,124.00
Tax: 0.00
Total : 9,124.00


Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms . Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract

Customer Name : CITY OF MCCALL

Customer P.O. Number : _____

Customer Reference Number : _____

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 3 of 4 Partnership Number : HACH540993
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:


Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringing arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 4 of 4 Partnership Number : HACH540993	
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

11. SOFTWARE:

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strike; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

McCALL CITY COUNCIL
AGENDA BILL

216 East Park Street
 McCall, Idaho 83638

Number AB 18-273
Meeting Date October 25, 2018

AGENDA ITEM INFORMATION

SUBJECT: <i>Request for Approval of a Shred-it Agreement Addendum for the Police Department</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk	AW	originator
		Treasurer		support
		Community Development		
		Police department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	\$55 per month	Airport		
FUNDING SOURCE:	General Fund	Library		
TIMELINE:	November 1, 2018	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:
 The City of McCall has utilized the services provided by Shred-it since May of 2006. The Shred-it company recycles all the shredded paper products it processes. Through this process of recycling, the City of McCall has saved more than 6 trees a month. In 2011 the City renewed our contract with Shred-it and now have an open-ended contract for services. With the Police Department moving to a new location an addendum needs to be approved to activate service to the new location. The addendum is attached.

RECOMMENDED ACTION:
 Approve the Shred-it Agreement Addendum for the Police Department and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION



Customer # _____

Addendum # _____

This Addendum takes effect on _____ and modifies the Agreement between _____
(Client's Company Name)
and Shred-it USA LLC., parties to the Client Service Agreement for shredding services dated _____ (the "Agreement").

The parties hereby agree as follows:

Beginning on the effective date of this Addendum, the Term of the Agreement will be extended for an additional _____ year(s) until _____, and will continue thereafter for additional _____ year period(s) unless terminated by either party, by written notice, at least thirty (30) days prior to the end of the Term or any subsequent one year period. All other terms, conditions, and obligations in the Agreement shall continue in full force and effect.

Customer Name: _____
(By it's Authorized Representative)

Signed _____

Print Name _____

Title _____

Date _____

Shred-it USA LLC.
(By it's Authorized Representative)

Signed _____

Print Name _____

Title _____

Date _____

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 18-275
Meeting Date October 25, 2018

AGENDA ITEM INFORMATION

SUBJECT: <i>Request for Approval the Purchase of a new ClorTec® Chlorine Generation Machine for the Water Treatment Plant</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works	MTS	Originator
		Golf Course		
		Parks and Recreation		
COST IMPACT:	\$134,004.00	Airport		
FUNDING SOURCE:	Water Treatment	Library		
TIMELINE:	ASAP	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

The Water Treatment Department is scheduled to replace its chlorine generation machine. The existing machine is at the end of its useful life (over 20 years) and replacement parts can no longer be purchased for it. This component replacement was identified in the 2017 Water System Master Plan. The City authorized resolution 18-20 allowing for sole source procurement from De Nora Water Technologies Texas, LLC and ClorTec®. The new system will be capable of generating 225 pounds of sodium hypochlorite a day. This system is adequately sized to accommodate the water treatment facility at full capacity.

Attached are the following:

1. Price quote from De Nora Water Technologies Texas, LLC
2. Terms and Conditions

Approving this purchase will allow for the City to submit 50% payment on 10/26/18. The system will then be manufactured and shipped within 14-16 weeks. Installation will occur in Spring 2019.

RECOMMENDED ACTION:

Approve the purchase of a new ClorTec® chlorine generation machine and authorize the Mayor to sign all documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION
AB-18-239	Resolution 18-20 Water Treatment Chlorine Generation System: Sole Source Certification - ClorTec®



**DE NORA WATER TECHNOLOGIES TEXAS, LLC
GENERAL TERMS AND CONDITIONS OF SALE**

1. APPLICABLE TERMS

The sale of goods and related services (if any) hereunder (collectively, the "Product(s)") is limited to and made expressly conditional on Buyer's acceptance of these terms and conditions of sale. These terms and conditions shall control over any inconsistent or additional terms or conditions proposed or issued by Buyer or Seller, including any additional or different terms contained in any purchase order, acknowledgement, proposal or other communication, written or otherwise, unless specifically agreed to in writing by both parties.

Buyer's acceptance of delivery or the full or partial payment of the purchase price hereunder, shall constitute Buyer's acceptance of all the terms and conditions stated herein, notwithstanding any other inconsistent terms and conditions, prior dealings or usage of trade.

2. PRICES AND PAYMENT TERMS

Buyer shall pay the full purchase price as set forth in the applicable purchase order or on the face of that certain document to which these terms are attached ("Seller's Documentation"), (collectively with these terms and conditions, the "Contract") without any deduction by way of set-off, counterclaim, discount or otherwise. All prices and payments shall be in U.S. currency. Unless specifically noted otherwise in Seller's Documentation, prices are exclusive of any and all sales, use, excise, ad valorem, property or other taxes, duties or levies of any kind due or applicable to this transaction. Buyer shall pay directly or reimburse Seller immediately upon demand for any and all such taxes. Payment terms are Net Thirty (N30) Days from date of invoice.

Where payment is made by Letter of Credit, the applicable instructions as communicated in writing by Seller to Buyer shall determine the terms of payment thereunder. Where payment on credit terms is approved, payment terms are Net Thirty (30) Days from date of invoice. No discounts shall apply. Any payments delayed beyond thirty (30) days from the specified due date shall be subject to interest on the unpaid balance at the rate of one and one-half (1-1/2%) percent per month or the maximum rate permitted by applicable law, whichever is less. Seller reserves the right, among other remedies, to suspend further deliveries in the event Buyer fails to pay for any one shipment when payment becomes due. All Contracts are subject to credit approval. Should Buyer's financial condition become unsatisfactory to Seller, Seller shall have the right, at its option, to payment in advance, to cash payment upon delivery or to satisfactory security.

Buyer hereby irrevocably grants Seller a security interest in the Products until such time as Buyer makes full payment of the purchase price. Buyer agrees, if requested, to execute a financing statement as may be necessary to perfect and maintain such security interest including the execution and delivery to Seller of a UCC-1 financing statement.

3. DELIVERY AND RISK OF LOSS

Delivery dates set forth in Seller's Documentation are approximate and Seller will make all reasonable efforts to meet same. Timely delivery is subject to prompt receipt from Buyer of accurate and complete technical and shipping information. Seller reserves the right to make partial shipments, invoices for which shall be due and payable in accordance with the payment terms specified above. Where payment is due in advance or by Letter of Credit, timely delivery is further subject to timely receipt of such payment or issuance of such Letter of Credit. All shipping and handling costs are to be paid by Buyer. Buyer is liable for compliance with all laws and regulations governing the unloading, storage, handling and use of all Products.

Whether or not installation services are performed by Seller, title and risk of loss shall pass to Buyer in accordance with the stated shipping terms under Incoterms 2010. Unless otherwise agreed and specified on the purchase order or Seller's Documentation, shipping terms are EXW Seller's Facility. Seller will notify Buyer when Products are available for shipment. Buyer must provide Seller with specific written instructions as to Buyer's preferred method of shipment or common carrier. If Buyer does not arrange for a freight carrier or freight forwarder to collect the Products within seven (7) calendar days following notification that the Products are available, Seller may, at its own discretion and at Buyer's cost, arrange for Products to be collected by a freight carrier or freight forwarder for shipment to Buyer. Alternatively, Seller may choose to store the Products and may charge Buyer a storage fee.

In the event Buyer requests a postponement of delivery beyond the date specified in Seller's Documentation, Seller may invoice the Buyer and title and risk of loss shall pass to Buyer at such time as Products are made available for shipment, but in no event earlier than the delivery date specified in Seller's Documentation. If delivery is postponed by Buyer, Seller shall endeavor but shall not have the obligation to either store the Products or secure a storage location at Buyer's expense and based upon terms and conditions agreeable to the parties.

Prior to installation, Products must be stored by Buyer in accordance with the storage instructions that may be a part of Seller's instructions for Products installation, maintenance and care. In the absence of specific instructions, Products must be stored prior to their installation in an enclosed space affording protection from weather, dust and physical damage and providing appropriate temperature, humidity and ventilation conditions to prevent deterioration. Buyer's failure to follow Seller's storage instructions may cause damage to the Products and will void the warranties provided hereunder. Seller shall have the right to inspect Products stored by Buyer prior to installation. If Products are stored by Buyer for a period of 90 days or more, Buyer shall reimburse Seller for all reasonable costs of inspection.

4. PERMITS, REGISTRATIONS AND LAWS

Buyer is responsible for all permits and registrations and for compliance with local laws concerning permitting, registration, installation and use of the Products. Buyer shall indemnify and hold harmless Seller from any and all costs, damages, fines and penalties resulting from Buyer's failure to comply with local laws, permits and regulations. Buyer shall strictly comply with and refrain from exporting or

re-exporting the Products in violation of United States' laws regarding trade restrictions and embargoes, as such laws may be amended from time to time. Unless otherwise agreed according to the specified Incoterms governing shipment of the Products, Seller shall have no obligation or liability for export clearance, customs clearance or import duties of any kind.

Seller may provide reimbursement to Buyer or Buyer's representative, either directly or indirectly through intermediaries, for their reasonable and bona fide travel and lodging expenses in connection with Buyer's purchase of Products hereunder. Any such reimbursement is NOT a payment, gift, offer or promise of anything of value, but is rather provided to Buyer for the sole purpose of reimbursing Buyer's reasonable travel and lodging expenses related to the promotion, demonstration or explanation of the Products being offered by Seller to Buyer. Should Seller discover that a violation of the U.S. Foreign Corrupt Practices Act or the UK Bribery Act 2010 has occurred or is likely to occur, Seller shall have the right to unilaterally terminate the Contract.

5. PRODUCT ACCEPTANCE

Except for Products that are not assembled at Seller's facility, Buyer has the right to inspect Products at Seller's facility prior to shipment provided that advance written arrangements are made by Buyer and are confirmed in writing by Seller. Any and all costs associated with inspection and testing requested by Buyer at Seller's facility will be paid by Buyer. Buyer shall inspect the Products within a reasonable period of time following receipt at the point of destination and prior to conducting any Acceptance Test (as defined below) to determine if the Products are damaged, incomplete or do not otherwise conform to Buyer's request. If Buyer receives Products with visible or suspected damage or loss, including damages to the packaging, or with discrepancies in specification, Buyer shall make relevant notes in receiving documents and notify Seller immediately. Such notice shall be reasonably detailed and shall specify the damage or discrepancy. Buyer's failure to inspect the Products and give written notice to Seller of any alleged defects or non-conformity within a reasonable period of time after receipt at the point of destination shall waive Buyer's right to reject the Products and return them to Seller for credit and Buyer's sole remedy for non-conforming or defective Products shall be warranty claims made in accordance with Article 8 herein.

For purposes of this Article 5, "reasonable period of time" means a period of time that is not immoderate or excessive, in accordance with industry standards.

If Seller's Documentation provides that the Products are subject to specific acceptance testing (the "Acceptance Test") in order to verify Product performance in accordance with agreed specifications, the Products shall be deemed fully accepted when they have satisfied the requirements of the Acceptance Test. Buyer's remedy for Products that have failed an Acceptance Test or are in the warranty period shall be limited, at Seller's sole discretion, to the repair or replacement of such Products.

Notwithstanding any right conferred upon the Buyer to inspect or test the Products prior to acceptance, any use or alteration of the Products by Buyer, its agents, employees or licensees, for any purpose after delivery thereof, shall constitute Buyer's irrevocable acceptance of the Products. Accordingly, in the event of any discovery by Buyer of a non-conformity or defect following such acceptance of the Products, Buyer's sole recourse is a warranty claim pursuant to the warranty provisions stated in Article 8 herein.

6. INSTALLATION AND/OR START UP SERVICES

If Seller's scope of supply includes installation supervision and/or start up services, Buyer will confirm to Seller at least two (2) weeks prior to the date Seller's personnel will be required on site to perform such services that Buyer has fully completed all work necessary for such installation and/or start up services in accordance with Seller's instructions. In the event that the completion of such services is delayed by Buyer for any reason not the fault of Seller following Seller's arrival on site, Buyer shall pay for any additional costs resulting from the delay.

To the extent that Seller's scope of supply includes supervising the installation of the Products, Seller shall not be responsible for the means and methods selected for such installation, nor for the manner in which such installation services are performed, including the efficiency, adequacy and safety of same. Seller makes no warranty, express or implied, with respect to such installation and/or start up services, except that the Seller shall be responsible for any claims or damages resulting from its own negligence.

7. SUSPENSION AND CANCELLATION

Unless otherwise provided in Seller's Documentation, if Buyer suspends, cancels or partially cancels a Contract, Buyer shall promptly pay Seller for all work performed on account of the Products prior to suspension and/or cancellation plus any other reasonable costs incurred by Seller as a result of such suspension and/or cancellation including, if applicable, an appropriate restocking fee.

8. WARRANTY

Subject to the conditions stated below, Seller warrants the Products (excluding Spare Parts) against defects in materials and workmanship for a period of eighteen (18) months from the date in which title has passed to Buyer or twelve (12) months from the date of installation of the Products, whichever occurs first. Seller shall, at its option, repair or replace any Products or components thereof that prove upon examination to the satisfaction of Seller to be defective. In addition, any part or component that has been repaired or replaced shall be warranted for a period equal to the longer of (i) the remaining warranty period hereunder; or (ii) one year from the date of such repair or replacement. Spare Parts are warranted against defects in materials and workmanship for a period of ninety (90) days from the delivery of the Spare Parts, unless otherwise specified.

In the event that Seller fails to initiate a corrective action plan to repair or replace the defective components within ten (10) days following Buyer's notification, Buyer may, at their option, take action to repair or replace such defective product and Seller shall bear the direct and commercially reasonable cost for parts and labor thereof. In such circumstances, Seller has no warranty obligation with regard to the repair or replacement performed by Buyer. Further, if Buyer improperly repairs or replaces the defective Products and/or uses incompatible components, Seller is not responsible for any costs, damages or malfunctions resulting therefrom.

Any alteration, disassembly, storage or use of the Products not in accordance with Seller's instructions shall void the warranty. Buyer assumes full responsibility in the event Buyer uses the Products in combination with other goods or in any manner not stated in Buyer's specifications provided prior to sale.

All costs associated with removing the Products from service and re-installing same following examination, repair or replacement are to be borne by Buyer. Seller may, in its sole discretion, require that the Products be shipped to Seller's facility for examination, repair or replacement. All transportation costs to and from Seller's facility, if required, are to be prepaid by Buyer.

THE WARRANTIES SET FORTH HEREIN, IF ANY, ARE MADE EXPRESSLY IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EVEN IF THAT PURPOSE IS KNOWN TO SELLER, IS HEREBY EXPRESSLY EXCLUDED; PROVIDED, HOWEVER, THAT THE PRODUCTS ARE WARRANTED TO CONFORM IN ALL MATERIAL RESPECTS TO THE RELEVANT AND KNOWN SPECIFICATIONS, AND PERFORMANCE STANDARDS, INCLUDING ANY MUTUALLY AGREED MODIFICATIONS THERETO.

SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY FAILURE BY SELLER TO SUPPLY PRODUCTS THAT MEET THE FOREGOING WARRANTY IS EXPRESSLY LIMITED TO, AT SELLER'S OPTION, THE REPAIR OR REPLACEMENT OF THE NON-CONFORMING PRODUCTS.

9. INDEMNIFICATION

To the extent permitted by Idaho law, Buyer and Seller shall each defend, indemnify and hold the other harmless from and on account of all bodily injury and property damage claims asserted by third parties as a result of the other's negligent acts or omissions. To the extent that both Buyer and Seller are determined by a finder of fact to be negligent and the negligence of both is a proximate cause of a claim by a third party against either Buyer or Seller, then in such event, Buyer and Seller shall each be responsible for a portion of the liability, including costs and expenses, attributable to its comparative share of the total negligence.

Seller agrees to indemnify and hold harmless Buyer against any third party claim alleging that the Products infringe upon a valid and enforceable United States patent, provided Buyer gives Seller written notice immediately when such claim is asserted, directly or indirectly. Notwithstanding the foregoing, Seller shall have no liability to Buyer if any patent infringement or claim thereof is based upon or arises out of

- (a) compliance with designs, plans or specifications furnished by or on behalf of Buyer;
- (b) use of the Products in a manner for which the Products were neither designed nor contemplated; or
- (c) the claimed infringement of any patent in which the Buyer or any affiliate or subsidiary of Buyer has any direct or indirect interest by license or otherwise.

10. LIMITATION OF LIABILITY

Seller's total aggregate liability to Buyer with respect to any cause of action or claim hereunder shall not exceed the purchase price payable hereunder.

In no event shall Seller be liable, either directly or as indemnitor of Buyer, for any special, punitive, indirect or consequential damages, including but not limited to damages for loss of use, loss of income or loss of profit.

Notwithstanding the above, this limitation of liability shall not apply to claims arising from Seller's gross negligence or willful misconduct, provided, however, that such limitation shall not apply to (i) Seller's indemnification obligations under this Agreement; or (ii) any risks to be insured by Seller through insurance required under this Agreement, it being the parties' specific intent that the limitation of liability shall not provide any relief or satisfaction of any obligation of Seller's insurers.

11. FORCE MAJEURE

Force Majeure shall mean any act, event or condition that is beyond Seller's reasonable control, that materially and adversely affects Seller's ability to perform its obligations hereunder, and that is not the result of Seller's willful neglect, error, omission or failure to exercise reasonable due diligence.

Seller shall not be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. If Seller is unable to perform any of its obligations hereunder as a result of a Force Majeure event, Seller shall be required to resume performance upon termination of the event and shall have reasonable additional time for performance.

In addition, to the extent that a Force Majeure event materially increases Seller's cost of performance hereunder, Seller shall be entitled to an equitable contribution from Buyer towards such additional costs of performance, excluding any costs that are covered by Seller's insurance.

12. DEFAULT AND TERMINATION

The substantial failure of either party to comply with the terms herein shall constitute default hereunder. Upon default by one party, the other nondefaulting party shall provide written notice clearly specifying the nature of the default. The defaulting party shall have thirty (30) days to cure the default. If the default is capable of being cured within thirty (30) days and is not cured within thirty (30) days, this Contract may be terminated. In the case of default that cannot be cured within thirty (30) days, this Contract shall not be

terminated so long as the defaulting party has given written notice of extension to the other party and the defaulting party has commenced and is diligently pursuing a cure.

For purposes of this Contract, the failure of Buyer to pay Seller in accordance with the payment terms hereunder shall be considered a substantial default for which no cure period beyond thirty (30) days shall be allowed. In the event of the Buyer's default, Seller may, in addition to the right to terminate set forth in this paragraph, elect to suspend work until the default has been cured.

In the event of any termination, Seller shall be paid for Products delivered and services rendered (including Products specifically manufactured/assembled or special ordered for the Buyer that have yet to be supplied) through the date of termination.

No delay or omission on the part of the Seller in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.

13. INTELLECTUAL PROPERTY

All devices, equipment, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller in connection with the Products sold hereunder shall remain Seller's exclusive property. Buyer shall not disclose any such material to third parties without Seller's prior written consent.

Buyer will not undertake any analyses or "reverse engineering" of the products for the purpose of designing, developing or manufacturing by the Buyer or by any third party of products that compete with the Product(s).

Seller will retain sole ownership of all discoveries, improvements, inventions, patents, trademarks, copyrights, know-how, trade secrets, or other intellectual property rights associated in any way with the Products. The parties specifically agree that all improvements, inventions, discoveries and copyright in works of authorship, including those in formative stages, made by either party hereto (either alone or jointly with others) improving upon or related to the Products shall from the time of conception or, in the case of works of authorship, from the time of creation, be the property of Seller.

14. RELIANCE ON INFORMATION

Buyer acknowledges that Seller has used and relied upon information provided by the Buyer, if any, regarding site conditions, specifications and other technical requirements in the design, installation and start-up of its Product(s). Seller shall not be obligated to establish or verify the accuracy of the information furnished by the Buyer nor shall Seller be responsible for the impact or effect on its Products(s) and any services provided by Seller hereunder of the information furnished by the Buyer in the event that such information is in error.

15. MISCELLANEOUS PROVISIONS

These terms and conditions constitute the entire Contract of sale and purchase between Buyer and Seller and supersede all prior or contemporaneous communications, representations, understandings or agreements, whether written or oral, unless such document states that it intends to modify this Contract and is signed by both parties. No modification of this Contract (including changes in scope, specifications, price or delivery schedule) shall be of any force or effect unless made pursuant to a writing signed by both parties. No course of dealing or performance or usage of trade may be used to modify this Contract.

The English language shall be the official text of this Contract.

The failure on the part of either party to enforce its rights as to any provisions herein shall not be construed as a waiver of its rights to enforce such provisions in the future.

Should any provision of this Contract for any reason be declared invalid or void, such declaration will not affect the remaining provisions of this Contract, which shall remain in full force and effect.

Buyer may not assign or permit any other transfer of this Contract without Seller's prior written consent. Buyer acknowledges that Seller shall be entitled to manufacture or have manufactured the Products at any of its or its partners' facilities worldwide. The Seller shall inform the Buyer of any change to the manufacturing location of any of the Products and the parties shall sign any further documents required to give effect to the intent of this provision.

This Contract is entered into solely between, and may be enforced only by, the Buyer and Seller; and this Contract shall not be deemed to create any rights in third parties, including customers of the Buyer, or to create any obligations to any such third parties.

These terms and conditions shall be governed by and construed in accordance with the laws of the United States of America, State of Idaho. The United Nations Convention on Contracts for the International Sale of Goods ("CISG") shall not apply to this Contract.

ClorTec® Onsite Sodium Hypochlorite Generation System

Budgetary Proposal Prepared For:

McCall WTP

Model: CT-DN300, CT-DN225 Rack

Proposal Number: P-62813 Q-14306 Rev 2.2

Date: 2 AUG 2018



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Table of Contents

- 1. Executive Summary..... 2
- 2. Comparison to Other Disinfection Technologies 3
- 3. Design Assumptions 4
- 4. Standard Scope of Supply 5
 - 4.1 CT-DN300 Upgrade 5
 - A) Equipment Description – CT-DN300..... 5
 - B) Field Service 5
 - 4.2 CT-DN225 Upgrade 6
 - A) Equipment Description – CT-DN225..... 6
 - B) Field Service 6
- Clarifications 7
- Exclusions..... 8
- Price and Payment Schedule..... 9
- CT 300 Upgrade..... 9
 - 4.1 A,B) CT-DN300 Rack 9
 - 4.2 A,B) CT-DN225 Rack 9
- 5. ClorTec® Installation List..... 11
- 6. Application Data Sheet 12
- 7. ClorTec® Case Studies 13
 - The Daytona Beach Ralph Brennan WT Plant..... 13
 - Onsite Disinfection Helps Ensure Safety at British Columbia WT Facility..... 13
 - Pennsylvania WT Plant: An Operational Profile of ClorTec OSHG System 14
 - Innovative Water Reuse in Water Starved Southern Arizona 14
 - ClorTec On-Site Hypochlorite System delivers “Historic” efficiency levels 15
 - WT Plant sets State Standard for use of Filtration, Disinfection Technologies 15
 - Top Research Institute Turns to On-Site generation for Drinking Water System..... 16
 - “Exactly as Advertised”: On-Site system increases Safety, Reduces Cost 17
- 8. Additional Information..... 18
- 9. Disclaimers 19
- 10. Supporting Documents 20

1. Executive Summary

Biological contamination is a global concern and for more than Fifteen years De Nora Water Technologies Texas, LLC's ClorTec® OSHG systems have been providing proven treatment solutions for generating Sodium Hypochlorite onsite.

De Nora Water Technologies Texas, LLC offers the ClorTec® systems as a safe, proven and cost-effective disinfection solution to meet your and your community's water needs. The ClorTec® system uses electrodes with proprietary rare earth metal oxides. The enhanced electrode coating reduces salt and energy consumption while prolonging the electrode life, lowering the O&M costs.

ClorTec® OSHG System Features and Benefits

- The ClorTec® OSHG systems are the Industry Standard with over 3,000 installations worldwide with a generating capacity of 3.2 Million Pounds per Day.
- The ClorTec® OSHG system design guarantees Salt consumption of 3 Lbs, Softened Water consumption of 15 gallons and electrical energy of 2 kwh for one lb. of Chlorine Equivalent produced
- The ClorTec® OSHG system electrodes incorporate the proprietary rare earth metal oxide coating; leading to higher conversion efficiency against competitive electrodes.
- Every ClorTec® OSHG system design includes an inherent safety protocol and interlocks that takes safety seriously and makes it the highest priority.



2. Comparison to Other Disinfection Technologies

Among the popular disinfection processes gas chlorination, UV (Ultra Violet), Bulk Hypochlorite and Onsite Hypochlorite generation feature prominently

Gas Chlorination involves the use of Chlorine gas stored either in cylinders or bulk containers for disinfection of water. Chlorine gas is vacuumed through ejectors and mixed with water under pressure. This necessitates transportation, handling and storage of Chlorine gas, which is a strong oxidizer, and poses severe safety risks. Additionally, there is a possibility of forming DBP's (disinfection By Products) such as TTHM (Total TriHaloMethanes) and HAA 5 (Five HaloAcetic Acids) which have EPA regulations under primary standards. Additionally, major bulk users need to carry out OSHA risk management planning.

Ultra Violet disinfection technology uses Ultra Violet light in the 200 -300 nm range for destroying viruses and bacteria. It does so by altering the DNA of the microorganisms, making them non-viable and non-infectious. Since UV dose is primarily based on light intensity, water quality parameters such as turbidity and suspended solids (SS) can lower UV transmittance by screening/shielding UV light from the microorganisms (US EPA). Some key issues with UV are maintenance, water quality, no residual disinfection and testing the effectiveness of the process since no residual is maintained. The presence of some organic and inorganic compounds (such as iron, calcium hardness) can also absorb UV light, lowering UV transmittance.

Bulk Hypochlorite (Sodium or Calcium Hypochlorite) finds wide acceptance within the water treatment industries. With the high levels of available chlorine, up to 15% in a "fresh" solution, however, storage and handling poses significant risk. Additionally, because of safety concerns, transportation and storage costs are often high. This increases the carbon foot print compared to OSHG systems. Many a times, the solution strength of the delivered bulk hypo varies with the manufacturer and is not consistent.

Onsite Sodium Hypochlorite Generation involves use of only salt, softened water and electricity to generate 0.8% (typical) Chlorine Equivalent (CE) solution on site. There is no transportation of hazardous chemicals and avoids the risks associated with gas chlorine. This process also offers consistent solution strength and on-demand production. Solution strength of 0.8% is considered non-hazardous thus eliminating the need for OSHA risk management planning requirements associated with gaseous chlorine. It also helps reduce the number of delivery trucks on the road thus lowering the CO2 emissions and the facility's Carbon footprint.

3. Design Assumptions

De Nora Water Technologies, Texas LLC, Inc. (DNWT) is pleased to offer this proposal for the supply of OSHG equipment, Electrolytic Generating Cell and services for ClorTec model. This proposal is in accordance with De Nora Water Technologies Texas, LLC's standard specifications and drawings, as enclosed herewith.

Below is a summary of Design and Water Quality Specifications:

- CE Generation Capacity, PPD: See proposal scope of supply.
- Power Available at site: 480 VAC/ 3Ø; 120 VAC/1Ø
- Water pH: 6.5 – 7.5
- Inlet Water Pressure: Min. 40 PSI
- Inlet Water Pressure: Max. 50 PSI
- Hardness (Ca /Mg): < 10 PPM (at outlet of water softener)
- Total Organic Content: < 1 PPM
- Iron: < 200 PPB
- Manganese: < 10 PPB
- Nickel: < 5 PPM
- Fluoride: < 1 PPM
- Copper: < 5 PPB
- Chlorine: < 2 PPM
- Piping material: PVC

Salt Quality Specifications

- NaCl, Dry Basis: 96.3% Minimum
- NaCl, Wet: 93.3%
- Calcium Sulfate: 0.30% Maximum
- Magnesium Chloride: 0.06% Maximum
- Calcium Chloride: 0.10% Maximum
- Magnesium Sulfate: 0.02% Maximum
- Insolubles: 0.1% Maximum
- Moisture (as H₂O): 3.0% Maximum
- Lead: 0.0007% Maximum
- Copper: 0.0003% Maximum
- Iron (as Fe): 0.002% Maximum
- Fluoride: 0.002% Maximum
- Manganese: < 0.0002%

4. Standard Scope of Supply

4.1 CT-DN300 Upgrade

A) Equipment Description – CT-DN300

DNWT is proposing our ClorTec® system capable of producing 300-lbs per day chlorine equivalent. Please find below the list of all the items provided for the generator system.

Factory Pre-Assembled Rack:

One (1)	Powder coated carbon steel frame with brine proportioning system, drain valve, acid cleaning by-pass valves, solenoid valve, flow switch, and filters.
Three (3)	100 PPD DSA titanium electrodes with temp/level controls, DC Copper connection points and safety covers, assembled in a clear acrylic housing. Factory plumbed and mounted on above rack.

Equipment Supplied as Loose Items:

One (1)	Transformer Rectifier in a NEMA 1 corrosion resistant painted steel enclosure: Air-cooled DC power supply / rectifier, soft start constant current with built in DC volt/amp display, emergency shut-off switch. The rectifier is supplied with one set of D.C. cable.
One (1)	Control Cabinet with: <ul style="list-style-type: none"> • Painted carbon steel, NEMA 4 enclosure • 6" C-More HMI • AB 1400 Micro Logix PLC • Ethernet-IP Connection • All necessary I/O points • Safety interlocks
One (1)	Hypochlorite tank hydrogen dilution system consisting of two blowers (one duty/one standby) with the blowers supplied with check valve, differential pressure switch and pitot tube.
One (1)	Hydrogen detector for generator room by Rkl instruments (required safety feature).

B) Field Service

One (1)	<ul style="list-style-type: none"> • Equipment placement and mounting • Interconnecting wiring (termination only) • System commissioning and training
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4.2 CT-DN225 Upgrade

A) Equipment Description – CT-DN225

DNWT is proposing our ClorTec® system capable of producing 225-lbs per day chlorine equivalent. Please find below the list of all the items provided for the generator system.

Factory Pre-Assembled Rack:

One (1)	Powder coated carbon steel frame with brine proportioning system, drain valve, acid cleaning by-pass valves, solenoid valve, flow switch, and filters.
Three (3)	75 PPD DSA titanium electrodes with temp/level controls, DC Copper connection points and safety covers, assembled in a clear acrylic housing. Factory plumbed and mounted on above rack.

Equipment Supplied as Loose Items:

One (1)	Transformer Rectifier in a NEMA 1 corrosion resistant painted steel enclosure: Air-cooled DC power supply / rectifier, soft start constant current with built in DC volt/amp display, emergency shut-off switch. The rectifier is supplied with one set of D.C. cable.
One (1)	Control Cabinet with: <ul style="list-style-type: none"> • Painted carbon steel, NEMA 4 enclosure • 6" C-More HMI • AB 1400 Micro Logix PLC • Ethernet-IP Connection • All necessary I/O points • Safety interlocks
One (1)	Hypochlorite tank hydrogen dilution system consisting of two blowers (one duty/one standby) with the blowers supplied with check valve, differential pressure switch and pitot tube.
One (1)	Hydrogen detector for generator room by RKI instruments (required safety feature).

B) Field Service

One (1)	<ul style="list-style-type: none"> • Equipment placement and mounting • Interconnecting wiring (termination only) • System commissioning and training
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Clarifications

1. This proposal reflects standard ClorTec equipment and no specifications apply.
2. DNWT shall not be obligated to establish or verify the accuracy of the information furnished by the Customer or Engineer nor shall DNWT be responsible for the impact or effect on the Materials and any services provided based on the information furnished by the Customer or Engineer in the event that such information contains errors and/or omissions. DNWT design shall be based solely on the provided specifications and not the application. Any changes in the design or equipment selection shall be priced separately as a change order.
3. Inlet water and salt must meet the requirements stated in the standard operating conditions listed below for proper electrode operation and efficiency.
4. This proposal is based on the assumption that the Manganese level in the inlet water to the unit is less than 10 PPB. A green sand filter will be required if the Manganese level is above 10 PPB and shall be priced separately upon request.
5. Please note the recommended supply water temperature must be between 65°F-80°F. A Water heater or chiller will be required if the supply water temperature falls out of this range and shall be priced separately upon request.
6. This proposal is based on supplying one set of four DC cables for each rectifier, each with standard length of 25 feet (total 100 linear feet). The length of cable will be physically measured during the installation of equipment and reported to DNWT prior to the shipment of cables to the job site. If the reported length exceeds 25 feet, a cost adder will apply.
7. Dosing pumps to be controlled by owner's PLC (4-20mA signal to VFD).
8. Programming associated with the pumps to be provided by others.
9. Complete assemblies are defined as "factory pre-assembled." Otherwise, all system components reflected in the above scope will be supplied as loose items and will be assembled and INSTALLED in the field by the party performing the installation in accordance with ClorTec® recommendations. This includes all stands, backboards, skids, enclosures, panels, etc. and any associated devices or equipment.

Exclusions

1. Sales and all other taxes.
2. Permits, Licenses and fees.
3. Civil, Structural, Architectural and Design work of any kind.
4. Installation of the On-site Sodium Hypochlorite Generation System.
5. Installation of hypochlorite tanks and accessories including but not limited to, ladders, railings, decking, fill lines and vent lines.
6. Installation of brine tanks and accessories including but not limited to, ladders, railings, decking, fill lines and vent lines.
7. Interconnect pipe, pipe supports, valves and fittings not part of the equipment or installation material.
8. Electrical power to provided equipment or any other equipment
9. Underground conduit and piping
10. Injection line piping from any equipment to the injection point
11. Feed water piped to the equipment.
12. All testing and system verifications other than DNWT ClorTec standards.
13. Painting or special finishes other than manufacturer's standard.
14. Salt for start-up and operation.
15. Any consumables or chemicals required for start-up and operation.
16. Gravel for the brine tank – if applicable.
17. Blower flexible connector – if applicable.
18. Provided equipment anchor bolts.
19. All items not specifically listed in the Scope of Supply above.

Price and Payment Schedule

CT 300 Upgrade

4.1 A,B) CT-DN300 Rack

Item No.	Quantity	Description	Total Price (US\$)
1	One (1)	300 lbs. /day on-site sodium hypochlorite generator with equipment as listed under Section 4.1 A Scope of Supply.	Included
	One (1)	Engineering & Documentation	Included
	One (1)	Freight (CPT Jobsite)	Included
Scope A subtotal			\$133,130.00
2	One (1)	Startup & Training (Scope B) – site connection (piping, cabling, etc.) outside of DN equipment scope not included (provided by others).	\$10,150.00
Total			\$ 143,280.00

* This is a budgetary estimate only. This is not an offer to contract. All prices are subject to change without notice.

4.2 A,B) CT-DN225 Rack

Item No.	Quantity	Description	Total Price (US\$)
1	One (1)	225 lbs. /day on-site sodium hypochlorite generator with equipment as listed under Section 4.2 A Scope of Supply.	Included
	One (1)	Engineering & Documentation	Included
	One (1)	Freight (CPT Jobsite)	Included
Scope A subtotal			\$123,854.00
2	One (1)	Startup & Training (Scope B) – site connection (piping, cabling, etc.) outside of DN equipment scope not included (provided by others).	\$10,150.00
Total			\$ 134,004.00

* This is a budgetary estimate only. This is not an offer to contract. All prices are subject to change without notice.

Typical Payment Terms:	Net 30 with approved credit only International orders, Irrevocable Letter of Credit Progress Payments <ul style="list-style-type: none">• 50% upon acceptance of order• 50% upon notice of readiness to ship (Before shipment).
Typical Delivery Times:	Scheduled delivery of submittals: 4-6 weeks after the effective date of the purchase order. The effective date of the purchase order is the date by which the buyer and DNWT have signed the purchase order. Delivery is typically 16 to 18 weeks after PURCHASER'S return of approval drawings, if applicable. Schedule assumes a single cycle of approvals and approval drawings return to SELLER within 4 weeks of submission. Price and delivery subject to prior sale until order acceptance. Delivery is CPT Jobsite . (INCOTERMS 2010) Seller may freely assign any order issued by Buyer to any of Seller's affiliates, and shall notify the Buyer of same, at its option. Seller reserves the right to manufacture, or to have manufactured at an affiliated facility worldwide, any of the Products, in whole or in part, associated with an order issued hereunder.
Terms and Conditions:	De Nora Water Technologies Texas LLC General Terms and Conditions , as attached hereto and made a part hereof.

5. ClorTec® Installation List

With more than 3,000 installations in various states of the US, Middle East, Asia and Latin America, ClorTec® OSHG systems are the Industry Standard with the most field tested and proved systems available. A partial installation list of drinking water and waste water treatment facilities that have employed our Onsite Hypochlorite Generation solution is provided below.

- Over 50 Systems installed in Abu Dhabi UAE at various Water booster stations
- 3,000 PPD City of Hollywood Florida WTP
- 3,000 PPD City of Gilbert Arizona WTP
- 3,000 PPD City of Surprise AZ WWTP
- 3,450 PPD City of Scottsdale Florida WTP
- 4,000 PPD City of Daytona Beach Florida WTP
- 4,450 PPD City of Tempe Arizona WTP
- 4,500 PPD City of Winnipeg Canada WTP
- 4,500 PPD City of Calgary Canada WTP
- 4,500 PPD City of Boynton Beach Florida WTP
- 4,500 PPD Delray Beach Florida WWTP
- 4,800 PPD Orange County Florida WTP
- 6,000 PPD City of Chandler Arizona WTP
- 6,000 PPD City of Albuquerque New Mexico WTP
- 6,000 PPD City of Tempe Arizona WTP
- 7,500 PPD EPCOR – Edmonton, Alberta Canada at WTP
- 18,000 PPD PREMABERGO- ENGRO Fertilizer plant in Pakistan
- 3,000 PPD City of Waxahachie Texas WTP
- 3,000 PPD City of Frankfort Kentucky WTP
- 3,600 PPD FPL. West Palm Beach County WTP FL
- 4,500 PPD city of Mansfield Texas WTP
- 9,000 PPD City of Louisville Kentucky WTP
- 20,700 PPD Abu Dhabi in UAE at Kharafi WWTP
- 21,000 PPD Miami Dade WWTP FL

6. Application Data Sheet

An Application Data Sheet should be completed; providing an accurate water analysis, to enable De Nora Water Technologies Texas, LLC to provide a firm proposal for the ClorTec system at your facility.

7. ClorTec® Case Studies

A series of ClorTec® OSHG case studies have been developed to showcase the full-scale and commercial success of our proven on site Sodium Hypochlorite Generation Systems. We have included a brief summary of our case studies for your reference; complete case studies can be downloaded from our website at: <http://denora.com>

The Daytona Beach Ralph Brennan WT Plant

In 1999, the City of Daytona Beach, Florida, had one water treatment and two wastewater treatment facilities within its service area that exceeded the 2,500-pound threshold limit for gaseous chlorine. As a result, a Risk Management Plan (RMP) would have to be prepared and submitted to the Environmental Protection Agency Risk Management Planning-Accidental Release Prevention Program. While developing their RMP, the City staff further evaluated the chlorination facilities at one particular location -- The Ralph Brennan Water Treatment Plant - and determined that the 25-year old system was reaching the end of its useful life and that approximately 40 hours were spent on site-specific RMP paperwork, maintenance and operational procedures every month. Therefore, the City decided to embark on a program to replace the gaseous chlorine system at the Plant with a treatment technology that would put them in better compliance with or eliminate RMP guidelines at that location.

On January 2, 2001, two ClorTec MC 2,000-lb/day on-site systems went on line and within two hours of start-up were producing 0.8% hypochlorite solution. The system is fully automated and has manual operation features if needed.

By almost any measure, the ClorTec on-site sodium hypochlorite generating system has exceeded the expectations of the City of Daytona Beach. On-site generation eliminates the use of hazardous chemicals commonly used in other forms of chlorine disinfection. The system's flexibility and reliability make for a robust disinfection system and quick system installation; ongoing operational efficiencies with low, predictable maintenance combine to provide excellent cost savings.

- Document 500.5015

Onsite Disinfection Helps Ensure Safety at British Columbia WT Facility

Constructed in 1997, the District of Chetwynd Water Treatment Plant (British Columbia, Canada) treats nearly 2,500 cubic meters of water per day using gas chlorination as its primary form of drinking water disinfection. With recent concerns about the safety of chlorine gas, including potential eye, skin and respiratory irritation and the risk of death with high exposure, the district elected to switch to hypochlorite generation as its primary means of disinfection. With a town population of just over 3,000, the plant required a 12 lb./day on-site generating system. In July 2005, Tricker oversaw the installation of a skid-mounted ClorTec® 12 lb./day on-site generation system.

The ClorTec system produces a week-long supply of equivalent chlorine disinfection, which is held in the storage tank, ready for distribution to the community. The District maintains a full stock of all spare parts associated with the on-site generating system in the event the duty system is not operational. After more

than one year of operation, Tricker proclaimed the on-site sodium hypochlorite generating system to have met and surpassed the District's expectations.

"Safety is a priority for the District," said Tricker, "and transporting bulk chlorine and storing it on-site carried risks for our facility and the community. Generating hypochlorite on-site not only eliminated that risk, but provided the disinfection level we needed at a much lower cost. After system start-up, the most significant cost has been the purchase of three 20 kg. bags of salt per week." Tricker also points out another benefit of the hypochlorite generating system. "We get fewer customer complaints about the taste or smell of chlorine."

- Document 500.5020

Pennsylvania WT Plant: An Operational Profile of ClorTec OSHG System

In 1999, United Water Pennsylvania, a water utility serving more than 150,000 people in eight counties in the Keystone state, installed a ClorTec® Model MC 100 System to replace chlorine gas cylinders at its Hummelstown Water Treatment Plant (WTP) just east of Harrisburg. The plant is a conventional WTP consisting of prechlorination, coagulation, clarification, granular media filtration and post chlorination. The water source for the Hummelstown plant is the Swatara Creek, the turbidity, pH alkalinity and hardness of which can vary significantly.

As part of the U.S. Environmental Protection Agency's (EPA) Environmental Technology Verification program (ETV), the EPA and NSF International verified the performance of the Hummelstown system at installation. Five-day-per week sampling for Total Coliform, indicator bacteria for potential fecal contamination, showed no positive indications for its presence in either the feed water or treated water.

According to McGarvey, the ClorTec system has met United Water Pennsylvania's expectations since it was installed at the Hummelstown plant. "Since 2000, the unit has operated without any unplanned or unscheduled maintenances and has continued to operate, as expected, under any conditions," McGarvey said. "Our plant operators have been extremely happy with the ClorTec equipment compared to having to replace chlorine gas cylinders on a regular cycle. "We closed the Hummelstown facility in September 2006 and opened a state-of-the art membrane plant on the same site. But we've transferred the ClorTec equipment to our Sixth Street Water Treatment Plant as a standby, and we expect that it will continue to operate extremely well," McGarvey concluded.

- Document 500.5060

Innovative Water Reuse in Water Starved Southern Arizona

Southern Arizona's population growth in the last 20 years has created severe challenges for the region's water resources. For the fastest growing municipality in that part of the state, those challenges created the opportunity to develop an innovative use of reclaimed water. Oro Valley, Arizona, is a suburban town located about six miles north of Tucson. For several years in the 1990s, the town was the fastest growing municipality in the state. In 1990, the town's population was 6,670. By 2000, the number of residents had grown to 29,700 and by 2008, 45,000 residents. In October 2005, the Town of Oro Valley Water Utility unveiled a new reclaimed water storage and booster facility. The utility's Rancho Vistoso Pump Station,

which receives reclaimed water from nearby Tucson Water, was outfitted with a ClorTec® CT-75 on-site sodium hypochlorite generation system from De Nora Water Technologies Texas, LLC. The system produces 75 pounds per day of sodium hypochlorite at a 0.8% solution and has a total storage capacity of 2,500 gallons.

According to Jeff Kane, lead operator/production facilities for the Town of Oro Valley Water Utility, the ClorTec system has operated well, helping the town to more carefully manage its precious water supply with an innovative reuse strategy that has been predicted by some water experts to be the “way of the future” in the Western United States.

- Document 500.5080

ClorTec On-Site Hypochlorite System delivers “Historic” efficiency levels

In one of Pennsylvania’s three original counties, water has played an integral – even historic – role in the region’s development. Founded in 1682 by William Penn, Bucks County was named after Penn’s ancestral home of Buckinghamshire, England. About 30 miles northeast of Philadelphia and not far from Penn’s Bucks County home, Pennsbury Manor, lies the historic village of Washington Crossing, Pennsylvania.

In February 2005, Forest Park Water, owned and operated by the North Penn and North Wales Water Authorities, began work to expand the Forest Park Water Treatment Plant in Chalfont to accommodate the needs of a growing customer base in Bucks and neighbouring Montgomery counties. For its chlorination needs, Forest Park chose an on-site sodium hypochlorite generating system, which has proven to be noteworthy for delivering record, never-before-validated efficiency levels. Forest Park’s engineering firm, Gannett Fleming of Harrisburg, designed the on-site sodium hypochlorite generation, and the water authorities awarded the general contract which included two 1,200 lb/day ClorTec® generating units to De Nora Water Technologies Texas, LLC. The 0.8% solution generated from the ClorTec system can also be directly used and fed to the membrane elements to act as a disinfectant during routine maintenance and cleaning procedures for the membrane filtration system. Not only has the ClorTec system met – even surpassed – the performance requirements of the contract, Letourneau expresses satisfaction with the ClorTec system’s design and operation.

“The ClorTec computer program makes our job easier by identifying and pinpointing the source of any operational problems. That minimizes the time we have to spend trouble shooting system problems.”

- Document 500.5090

WT Plant sets State Standard for use of Filtration, Disinfection Technologies

Murfreesboro, Tenn., located near the geographic centre of the Volunteer State, is, perhaps, best known for being the site of one of the Civil War’s bloodiest battles — The Battle of Stones River. The city also was the capital of the state in the early 1800s before being replaced by nearby Nashville in 1826. Today, Murfreesboro is better known as one of the state’s — in fact, one of the country’s — fastest growing cities, with a population that has grown more than 120 percent since 1990. Middle Tennessee State University, which boasts the largest undergraduate enrolment in the state, is also located in Murfreesboro. In selecting the disinfection technology, Smith Seckman Reid recommended replacing the

chlorine gas unit with on-site sodium hypochlorite generation. Safety was a big reason for the choice. “The Stones River plant is located near a Veterans Administration hospital, and many of their patients cannot be easily moved from the facility in the case of an emergency,” said Cranford. “We felt it wasn’t worth the potential risk to continue using chlorine gas.

In addition, the Hazmat safety training and ongoing vigilance required to comply with our EPA risk management plan were significant time consumers.

“When Smith Seckman Reid investigated the most appropriate on-site system for the Stones River plant, they considered simplicity of operation and maintenance. Selecting a system that had a proven track record in larger facilities was important, too.”

The system selected was the ClorTec® on-site sodium hypochlorite generating system from De Nora Water Technologies Texas, LLC. The system includes two 900 lb/day hypochlorite generators that are kept in operation concurrently, giving the facility redundancy in the event one unit temporarily ceases operation; two 40-ton brine silos; and three 15,000 gallon storage tanks. As for the on-site sodium hypochlorite system, Cranford said, “The ClorTec system has proven to be simple to use and easy to maintain. And we’ve been impressed at the consistency of sodium hypochlorite solution it has produced. Compared to other on-site systems we investigated, the consistency of the solution has been outstanding.”

- Document 500.5110

Top Research Institute Turns to On-Site generation for Drinking Water System

As one of the top 20 American research institutes in the United States, Texas A&M has hundreds of laboratory facilities on its campus where a variety of proven water treatment technologies are used to control the quality of the water used in research. The university owns seven wells with a production capability of 12.8 mgd. The current average production is 4.7 mgd and has been as low as 4.0 mgd during non-drought years. The water production serves a campus population that peaks at close to 65,000 during fall and spring semesters. The Wellfield Station draws water from six groundwater water wells.

Since the Wellfield Station’s opening, gaseous chlorine has been used to disinfect the water and provide an effective chlorine residual. After the water is disinfected, it is pumped through a 7.5 mile dual pipe transmission system to a booster station located adjacent to the campus,

then into the water distribution system. In 2001, Nathan Jones, the water and environmental services manager, began considering an alternative disinfection method. “Our gaseous chlorine system was working fine, and our water was in full compliance,” he said. “But in light of the new Homeland Security rules, it made sense to get our one-ton cylinders out of service, especially since they were located in both populated areas and in unmanned locations. Changing our

disinfection system also would allow us to get out from under the USEPA Risk Management Plan requirements.” Jones mentioned another benefit of on-site generation. “Chlorine is a contact disinfecting agent and is not soluble in water, so it is easily driven off through agitation, air relief stations, pumps and tank changes. To maintain the necessary residuals, we were having to use excess

amounts of chlorine to maintain the far ends of the system. By contrast, sodium hypochlorite is soluble in water and is not diminished by agitation as it makes its way through the system.”

Jones noted the benefits of the ClorTec unit’s design. “The clear cylindrical cell allows full visibility and easy access to the electrode array. The cells can be removed as a single unit, eliminating the time and labor spent disassembling cell structures and handling electrodes individually. We also like the fact that the ClorTec unit is one large cell with expansion capabilities versus a daisy chain of smaller cells.”

Additionally, Jones stated that he gets excellent customer support from De Nora and their associated component distributors. According to Jones, the ClorTec system has performed as expected. “Safety and security was the driving factor behind our switch to on-site generation. We have been able to meet the chlorine residual requirements while using less chemicals. We calculate that we use about 25 percent less equivalent product to get more stable residual results.”

- Document 500.5130

“Exactly as Advertised”: On-Site system increases Safety, Reduces Cost

The City of Gastonia, N.C., water treatment plant was constructed in 1922 near what is now the center of the city. Gastonia, a city of 70,000 residents, is located 20 miles west of Charlotte in the state’s southern Piedmont region. Its 25.2-mgd water treatment facility uses a traditional disinfection / coagulation / flocculation / sedimentation / filtration process to treat surface water drawn from Mountain Island Lake. Using gaseous chlorine for disinfection at the water treatment facility, the City had developed an efficient evacuation plan in the event of a large scale gas leak as required by its USEPA risk management plan. However, in the 1990s a three-story courthouse, a jail and a social services building were built near the plant, with the jail and courthouse adjacent to the chlorine storage building. With an evacuation plan now affecting thousands of residents — including inmates — rather than just hundreds, the City knew it was time to either move the plant or change disinfection methods.

After analyzing the two disinfection methods, Laurin Kennedy PE, CDM’s principal design engineer on the project, recommended the selection of the ClorTec® on-site sodium hypochlorite generating system from De Nora Water Technologies Texas, LLC. Two 750-lb generating units were installed in January 2010 along with four 12,500-gallon storage tanks.

From the beginning, safety was the driving force behind eliminating the use of gaseous chlorine at the facility. Says Ed Cross, Division Manager, “When the chlorine gas cylinders were being hauled away, we were jumping for joy. Choosing on-site generation for our disinfection needs was in line with our safety requirements and the switch provided us with cost savings, too. When we applied for deregistration from our risk management plan and no longer had to perform HAZMAT training, we realized how significant the savings were. We haven’t completed a full cost analysis yet, but we are certain the ClorTec system is providing long-term savings. When there is an operational issue, the system tells you what’s wrong, and our staff has been able to handle every maintenance issue. The system has performed exactly as advertised, and that’s a testament to the technology and to the De Nora Water Technologies Texas, LLC sales and technical team.”

- Document 500.5115

8. Additional Information

In an effort to provide further additional information about ClorTec® Onsite Generators, De Nora Water Technologies Texas, LLC has compiled a series of documents. We have included a brief summary of our Technical Papers for your reference below; complete information can be downloaded from our website at: <http://denora.com>

- Hydrogen Safety in ClorTec Hypochlorite Generators
Document 500.3200
- A Comparison of Horizontal and Vertical Configured Onsite Sodium Hypochlorite
Generating Systems
Document 500.3300
- CCBR Announcement, # 0019
Document 500.3065
- CCBR Announcement, # 0021
Document 500.3070
- CCBR Announcement, # 0026
Document 500.3072
- CCBR Announcement, # 0091
Document 500.3073
- CCBR Announcement, # 0031
Document 500.3075
- CCBR Announcement, # 0042
Document 500.3076
- CCBR Announcement, # 0076
Document 500.3077
- CCBR Announcement, # 0009
Document 500.3080
- CCBR Announcement, # 0029
Document 500.3082
- CCBR Announcement, # 0053
Document 500.3083
- CCBR Announcement, # 0059
Document 500.3084

9. Disclaimers

This budget proposal contains proprietary or confidential information of De Nora Water technologies Texas LLC, Inc. (DNWT) regarding patent protected proprietary technologies and their implementation in the field, recommended uses and costs. Any such proprietary or confidential information disclosed herein is provided at buyer's request and solely for the purpose of enabling buyer to evaluate this proposal.

In receiving and reading this proposal, buyer agrees that it will not reveal or otherwise distribute its contents to any third party without DNWT's prior written consent. The foregoing limitation shall not preclude buyer from disclosing the contents of this proposal to its employees, on a need to know basis, who have the responsibility to evaluate and/or implement the program set forth in this proposal. This proposal shall at all times remain the exclusive property of DNWT until accepted by the party to which it was tendered.

This proposal is made under the DNWT standard terms and conditions of sale.

10. Supporting Documents

- DNWT TEXAS LLC GENERAL TERMS AND CONDITIONS Jul 2015
- DNWT Texas LLC Electrode Warranty ClorTec April 2016
- CT0225-0300RA3-CPP-120P-I-01-B (rev1) (Standard P&ID)
- CT0300RA3-CPP-120P-GA-01-SUB (Standard CT-DN300 Rack GA Drawing)
- CT0225RA3-CPP-120P-GA-01-SUB (Standard CT-DN225 Rack GA Drawing)
- Field Service Rate Schedule

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 18-278
Meeting Date October 25, 2018

AGENDA ITEM INFORMATION

SUBJECT: <i>Bear Basin and Meadows Road Maintenance</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works	NTS	Originator
		Golf Course		
			Parks and Recreation	
COST IMPACT:	N/A	Airport		
FUNDING SOURCE:	N/A	Library		
TIMELINE:	N/A	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

At the request of Council, this work session will discuss background, maintenance challenges, and current/future roadway maintenance options for Bear Basin Road and gravel Meadows Road.

Attached are the following:

1. 10/18/18 Memo by N. Stewart; Bear Basin and gravel Meadows Road
2. AB-07-20: Easement for Bear Basin Road (A Portion of USFS Brundage Mountain Road 50451)
3. AB-09-157: Bear Basin and Meadows Road Validation
4. 8/13/09 Report to City Council by Tim Swanson (PW Director)
5. Inst. #348310 4th District Court of Idaho Judgement and Decree, Case CV2008-55C
6. Bear Basin Record of Survey
7. Meadows Road Record of Survey

RECOMMENDED ACTION:

None, for discussion only

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

MCCALL CITY COUNCIL

216 East Park Street

AGENDA BILL

McCall, ID 83638

Number

AB 07-20

Meeting Date

January 25, 2007

AGENDA ITEM INFORMATION			
SUBJECT:	Approvals: Department/ Committee/Individual	Initials	Remarks (Originator/ Support)
Easement for Bear Basin Road (A Portion of USFS Brundage Mountain Road 50451)	Mayor / Council		
	City Manager		
	Community Development		
	Treasurer		
	Clerk		
	Police Department		
	Public Works		Originator
	Golf Operations		
	Parks & Recreation		
	COST IMPACT: N/A	Airport	
FUNDING SOURCE: N/A	Library		
	City Attorney		
TIMELINE: N/A	Grant Coordinator		
	Other:		

SUMMARY STATEMENT:

In 1970 the US Forest Service acquired an easement from Brown Tie & Lumber across its land to access Payette National Forest Lands in Bear Basin (see attached exhibit). Brown Tie & Lumber subsequently subdivided its land and the land was annexed into the City of McCall.

Bear Basin Road has been partially improved by the Forest and the Idaho Department of Lands. It has been used for recreational and timber access north of the McCall City limits and for access to private homes in Bear Basin that are within McCall City limits. The City of McCall and the Forest have closed the road to snowmobile use.

The Forest Service wishes to divest itself of maintenance and regulatory responsibility for the Road. Valley County has expressed interest in controlling the easement. Staff believes it is in the City's best interest to control the easement as the easement is wholly within the City, is used by City residents for access to their homes, and recreational access issues have been previously addressed by the City. Current maintenance requirements are minimal. Although some residents may want the City to provide a higher level of maintenance than was provided in the past by the Forest Service, the easement does not obligate the City to improve the road or to plow it in the winter. Improvement of the roadway and enhanced maintenance should be addressed by the City and adjacent property owners through a future specific area plan and a possible Local Improvement District.

RECOMMENDED ACTION:

Accept the Easement and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION	
Meeting Date	ACTION



United States
Department of
Agriculture

Forest
Service

Payette
National
Forest

800 W Lakeside Ave
McCall ID 83638-3602
208 634-0700

File Code: 2730-3-3

Date: January 17, 2007

ROGER MILLAR
CITY OF MCCALL
216 EAST PARK STREET
MCCALL, ID 83638

Dear Mr. Millar:

Enclosed is a Forest Service Public Road Easement for a portion of the Brundage Mountain Road No. 50451. The easement, which is authorized under the Forest Roads and Trails Act, conveys road jurisdiction to the City of McCall by assignment of our easement across privately owned lands for that portion of the road between Highway 55 and the Payette National Forest Boundary. Based on discussions between McCall District Ranger Shane Jeffries and yourself, you will present this easement to the McCall City Council at their next meeting. Upon acceptance, the City of McCall should record the easement at the Valley County Clerk's Office. Please mail a copy of the recorded document to Kathy Nash, Payette National Forest, McCall Ranger District, 102 West Lake Street, McCall, Idaho. I've included for your convenience a copy of the original easement the United States acquired from Brown's Tie and Lumber Company for this road segment.

Thank you for your assistance and cooperation in this matter.

Sincerely,

SUZANNE C. RAINVILLE
Forest Supervisor







for

Enclosures

cc: Shane Jeffries, Kathryn S Nash, Erin Rohlman



LEGEND

-  Easement Granted
-  Other Roads
-  Payette National Forest
-  State of Idaho
-  Private Land
-  Survey Monument

R.O.W. width: 66 ft.
 R.O.W. area: Rd. 50451 = 20.8 ac.
 Rd. 50844 = 4.72 ac.

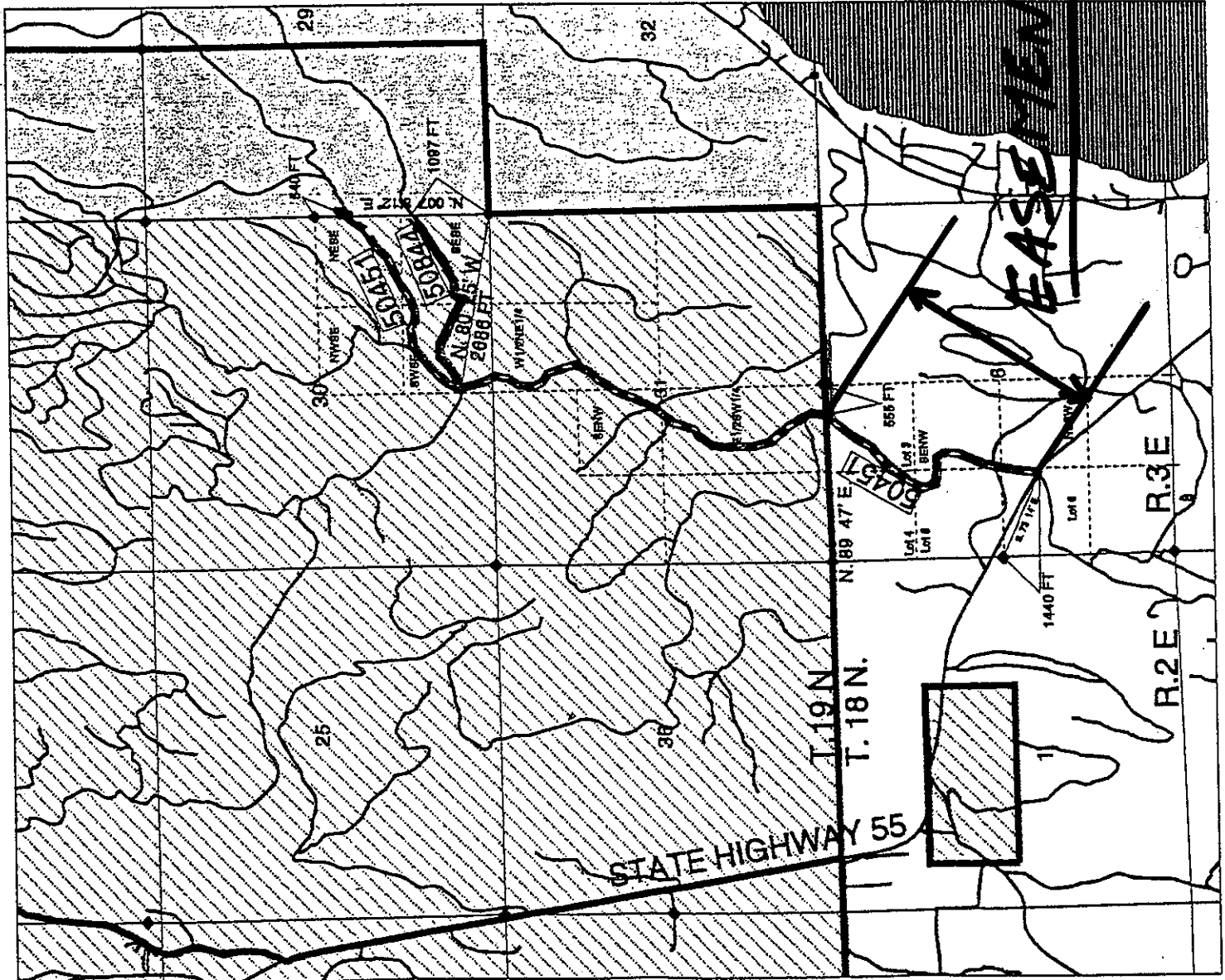
USDA Forest Service
 Region 4, Payette National Forest

EXHIBIT A

Cost Share Roads
 United States to State of Idaho
 Supplement No. 2 - Wagon Bay

T. 18 N., R. 3 E., Section 6;
 T. 19 N., R. 3 E., Sections 30 & 31;
 Boise Meridian, Valley County, Idaho
 Brundage Mountain Road No. 50451
 Panda Bear Road No. 50844

Approved by: *Cliff Steele* Date: 27 July 2001 Sheet 1 of 4
 Drawn by: Erin Rohlman
 Forest Engineer



July 19, 2006

Summary of Brundage Mountain Road No. 50451 (first 0.8 mile from Highway 55 to the Forest Boundary):

History

1. Brown Tie and Lumber Company constructed the road across its land sometime before 1953.
2. Forest Service acquired a road easement in 1970 from Brown Tie and Lumber Co. to access NFS lands. The easement is unrestricted - that is, there are no express limitations on the purposes for which the road may be used, and the easement is assignable to other parties.
3. In 1973 and 1977, the Forest Service reconstructed and graveled the road. By this time, Brown Tie & Lumber had subdivided its lands, and a few residences began cropping up.
4. During the 1980s & 90s, many more private lots were developed along the road. The FS remained the manager of the road. The District personnel became a mediator between winter recreationists who liked to park in private driveways and residents who demanded plowed winter access but did not want snowmobile trailers blocking their driveways. The District constructed the West Face Parking Lot to alleviate public demand for snowmobile parking. It then closed Road No. 50451 to snowmobile use.
5. In the late 1990s, former Assistant Forest Engineer Charlie Showers approached the City of McCall to resolve our dilemma of being a road manager within an annexed subdivision. The city refused to accept our easement for the road unless we improved it to a double lane, paved standard.
6. In 2000, FS planned the Goose Creek Timber Sale. The State of Idaho also needed to buy into our road system for access, and the FS needed some easements across IDL lands. Charlie suggested we upgrade the first 0.8 mile of road and share the costs with IDL. IDL agreed to pay a share for partially upgrading the road to a double lane, gravel standard but did not need a paved road. The FS decided to include IDL in the partial upgrade and pursue paving the road at some future date with the hope of eventually conveying an acceptable easement to the City of McCall.
7. In 2001, FS completed the cost share supplement and granted IDL a cost share road easement. Also, McCall District Ranger Swick responded to a protest by resident Jim Weaver who questioned whether the FS had authority to assign the easement to IDL (we did). Goose Creek NEPA was appealed, the timber sale was eventually abandoned, and the FS has never completed the road work required by the cost share supplement.
8. In 2005, Valley County requested a FRTA easement for Road No. 50451. FS postpones a decision to grant the easement. Ranger Swick did not want to risk

creating new snowmobile concerns if Valley County decided to allow snowmobile use of the road segment.

9. In 2006, IDL requests FS complete its road work so that they can sell a State timber sale. This situation is still being addressed, but it appears likely the Payette will amend the Cost Share Supplement to credit IDL to complete some of the road work. The need for upgrading the 0.8 mile segment is now questioned in light of Valley County's willingness to accept an easement for the road as is.
10. July 2006, Shane approaches City of McCall to see if they will reconsider taking an easement for the road as is before we grant it to Valley County.

Additional Information

- The Forest Service can assign its easement to a local government under FRTA authority at no cost. The road jurisdiction becomes that of the local public road agency.
- If the local government ever abandoned the easement, jurisdiction would revert to the Forest Service as per an easement clause. FS would then re-issue a cost share easement to IDL (who would have quitclaimed their easement interest when the road became public).
- As the Grantor of a FRTA easement, the FS would retain some oversight of the local government's management of the road. This would be limited to those terms and conditions agreed to in the original easement from Brown Tie & Lumber. But the local government would be fully liable for the cost and liability of the road's use by the public.
- The easement holder has the authority to determine maintenance standards, including snow removal and/or permission for snowmobile use on the road segment. They may reconstruct or improve the road within the limits of the original easement. Any improvement work extending beyond the easement limits would require them to negotiate with the affected private property owners for additional rights.

Authorization ID: MCC125
Contact ID: CITY OF MCCALL
Use Code: 751

FS-2700-9f (05/03)
OMB No. 0596-0082

U. S. DEPARTMENT OF AGRICULTURE
Forest Service
PUBLIC ROAD EASEMENT
NATIONAL FOREST ROADS AND TRAILS ACT October 13, 1964

THIS EASEMENT, dated this 17 day of January, 2007 from the **UNITED STATES OF AMERICA**, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to **CITY OF MCCALL**, hereinafter called Grantee.

WITNESSETH:

WHEREAS, the Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over that certain assignable easement owned by the United States in the County of Valley, State of Idaho and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor does hereby grant to Grantee an easement for a public road and highway along and across that right-of-way described as Parcel No. 1 in that certain assignable Easement Deed dated March 24, 1970, from Brown's Tie and Lumber Company, recorded March 24, 1970, as Instrument No. 71745, in Drawer 1 of Deeds, records of Valley County, Idaho, hereinafter defined as the right-of-way over and across the following described lands in the County of Valley, State of Idaho:

Boise Meridian

Brundage Mountain Road No. 50451

T. 18 N., R. 3 E.,

Sec. 6, Lots 3, 4, 5, and 6, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$.

The word "right-of-way" when used herein means said strip of land whether or not there is an existing road or highway located thereon. Except where it is defined more specifically, the word "highway" shall mean roads or highways now existing or hereafter constructed on the right-of-way or any segment of such roads or highways.

The right-of-way is shown and specifically described on the plat attached hereto (Exhibit A) and made a part hereof.

This grant is made subject to the following terms, provisions, and conditions:

1. The Grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property here granted or any part thereof, that the covenant set forth below shall attach to and run with the land:
 - a. That the Grantee shall operate the described property and its appurtenant areas and its buildings and facilities whether or not on the land therein granted as a public road, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and
 - b. That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land therein conveyed.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law.

Upon termination of this easement, all right, title and interest in this easement shall revert to the United States.

IN WITNESS WHEREOF, the Grantor, by its Forest Supervisor, Payette National Forest, Forest Service, has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 22, 1984 (49 FR 34283), and the delegation of authority by the Regional Forester, Intermountain Region, dated September 15, 1995 (60 FR 47930), on the day and year first above written.

UNITED STATES OF AMERICA

By: Clifford G Steele
for SUZANNE C. RAINVILLE
Forest Supervisor, Payette National Forest
Forest Service
Department of Agriculture

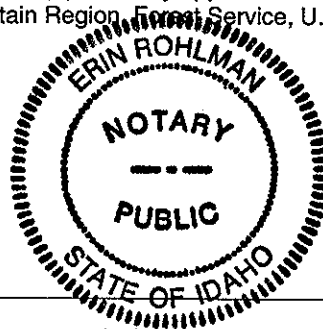
ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF VALLEY)

On this 17 day of January, 2007, personally appeared before me, **Clifford G. Steele**, Acting Forest Supervisor, Payette National Forest, Intermountain Region, Forest Service, U.S. Department of Agriculture, the signer of the within instrument, by duly delegated authority.

Erin Rohlman
Erin Rohlman, Notary Public for the State of Idaho

Notary Public for the State of Idaho
Residing in New Meadows, Idaho
My commission expires 11/13/2012



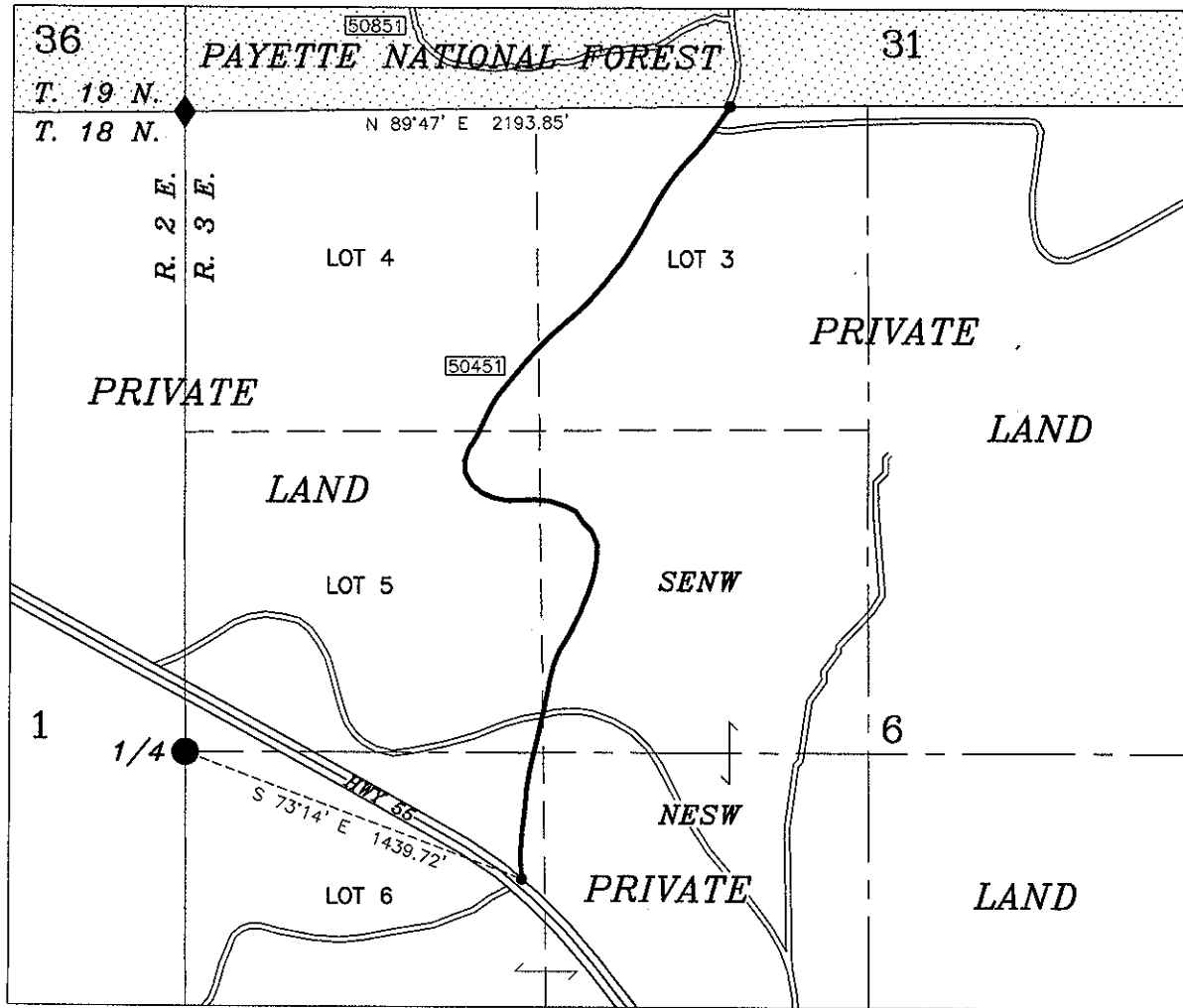
According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archaeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for this collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

R. 3 E.



TOTAL LENGTH OF ROAD
0.73 MILES

RIGHT-OF-WAY WIDTH 66 FT.

AREA OF RIGHT-OF-WAY
5.84 ACRES MORE OR LESS.

LEGEND

- EASEMENT
- == OTHER ROADS
- ◆ B.L.M. MONUMENT OF RECORD
- FOREST SERVICE MONUMENT OF RECORD
- POINTS OF INTERSECTION
- 50587 ROAD NUMBERS
- ▨ PAYETTE NATIONAL FOREST

NOTE

ROADS SHOWN WERE DETERMINED
BY CODE PHASE GPS DIFFERENTIALLY
CORRECTED.

SCALE IN FEET



U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

REGION 4

PAYETTE NATIONAL FOREST

EXHIBIT A

ROAD EASEMENT

UNITED STATES TO CITY OF McCALL

TOWNSHIP 18 NORTH, RANGE 3 EAST, B.M.

LOTS 3, 4, 5 & 6, SE1/4NW1/4

SECTION 6

VALLEY COUNTY, IDAHO

BRUNDAGE MOUNTAIN ROAD No. 50451

APPROVED BY

Cliff Steele

FOREST ENGINEER

19 DEC 2006

DRAWN BY

E. CLARK 12/06

PAGE ___ OF ___

EASEMENT DEED

THIS DEED, dated this 24th day of MARCH 19 70,
by and between BROWN'S TIE AND LUMBER COMPANY, a corporation organized and
existing under the laws of the State of IDAHO, and having its principal
office at McCall, Idaho, hereinafter called the GRANTOR, and the UNITED
STATES OF AMERICA, hereinafter called the GRANTEE,

WITNESSETH, that the Grantor, for and in consideration of
ONE AND NO/100 Dollars (\$ 1.00)
the receipt of which is hereby acknowledged, does hereby grant and convey unto
the Grantee and its assigns an exclusive easement for a road, including an
existing road, to be located, constructed, reconstructed, improved, used,
and maintained over, upon, along, and across the following described pre-
mises situated in the Counties of ADAMS and VALLEY, State of IDAHO, to wit:

A strip of land 66 feet in width traversing the following described
property:

Township 18 North, Range 3 East, Boise Meridian

Section 6, Lots 3, 4, 5, and 6, SE $\frac{1}{4}$ NW $\frac{1}{4}$; and the NE $\frac{1}{4}$ SW $\frac{1}{4}$.

Township 19 North, Range 3 East, Boise Meridian

Section 20, NW $\frac{1}{4}$ SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$.

The said strip being 33 feet in width on each side of a centerline
as located and to be constructed on the ground, with as much additional
width as required for adequate protection of cuts and fills, the said
centerline being more particularly described as follows:

Parcel No. 1

Beginning at a point on the right-of-way boundary for State Highway 55 on
a curve between highway right-of-way markers 35+19.2 and 42+94.2 in Lot 6
of Section 6, said point lying S. 73°14' E., 1,439.72 feet from the $\frac{1}{4}$
corner common to Section 1, Township 18 North, Range 2 East, and Section 6,
Township 18 North, Range 3 East, Boise Meridian, said point being Engineer's
station 1+12.98; thence along the following courses and distances:

<u>Bearing</u>	<u>Distance in Feet</u>	<u>Deflection Angle L - R</u>
N. 07°51' W.	75.62	12°47' R
N. 04°56' E.	318.3	8°45' R
N. 13°41' E.	460.2	13°30' R

Checked as to price, average,
description, and conditions of
purchase, and found correct.

<u>Bearing</u>	<u>Distance in Feet</u>	<u>Deflection Angle L - R</u>
N. 27°11' E.	266.9	13°54' L
N. 13°17' E.	196.6	30°13' L
N. 16°56' W.	88.9	32°20' L
N. 49°16' W.	177.9	39°30' L
N. 88°46' W.	267.1	34°59' R
N. 53°47' W.	136.5	53°59' R
N. 00°12' E.	114.1	25°40' R
N. 25°52' E.	221.9	15°38' R
N. 41°30' E.	435.4	8°19' R
N. 49°49' E.	200.0	16°46' L
N. 33°03' E.	487.9	4°43' R
N. 37°46' E.	417.82	

Ending at a point on the north boundary of Lot 3 of Section 6, which point lies N. 89°47' E., 2,193.85 feet from the section corner common to Section 36, Township 19 North, Range 2 East; Section 31, Township 19 North, Range 3 East; Section 1, Township 18 North, Range 2 East; and Section 6, Township 18 North, Range 3 East, Boise Meridian, said point being Engineer's station 39+78.12.

Parcel No. 2

Beginning at a point on the southern boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20, which lies N. 89°50' E., 588.30 feet from the $\frac{1}{4}$ section corner common to Sections 20 and 29, Township 19 North, Range 3 East, Boise Meridian, said point being Engineer's station 187+84.71; thence along the following courses and distances:

<u>Bearing</u>	<u>Distance in Feet</u>	<u>Deflection Angle L - R</u>
N. 22°19' W.	272.58	15°05' L
N. 37°24' W.	323.0	28°23' R
N. 09°01' W.	191.6	25°43' R
N. 16°42' E.	285.2	11°14' R
N. 27°56' E.	189.3	18°23' L

<u>Bearing</u>	<u>Distance in Feet</u>	<u>Deflection Angle L - R</u>
N. 09°33' E.	253.4	10°09' L
N. 00°36' W.	475.5	26°00' L
N. 26°36' W.	242.0	20°20' R
N. 06°16' W.	190.4	32°20' R
N. 26°04' E.	236.8	03°50' L
N. 22°14' E.	166.82	

Ending at a point on the north boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20, said point lies N. 89°53.5' E., 3,153.28 feet from the $\frac{1}{4}$ corner common to Sections 19 and 20, Township 19 N., Range 3 East, Boise Meridian, said point being Engineer's station 216+11.32.

The boundary lines of said right-of-way shall be prolonged or shortened to begin on and end on and conform to the property lines.

If the road is located substantially as described herein, the centerline of the road as constructed is hereby deemed accepted by the Grantor as the true centerline of the easement granted.

Totals: Length - 6,691.74 feet Area - 10.14 acres, more or less

The acquiring agency is the Forest Service, Department of Agriculture.

This conveyance is made subject to the following reservations by the Grantor, its heirs, and assigns:

1. The right to cross and recross the easement at any point and for any purpose in such manner as will not materially interfere with the use of the road.
2. The right to all timber now growing or which may hereafter grow within the easement and the right to use any land therein not devoted to road use for grazing and the growing of crops; provided, the United States and its assigns shall have the right to cut timber upon the easement to the extent necessary for construction, reconstruction, improvement, and maintenance of the road, which timber, unless otherwise agreed, shall be cut into logs of standard lengths and decked along the easement for disposal by the Grantor.

- 3. The right to use the road to serve the Grantor's property to the extent permitted by the rules and regulations of the Secretary, as the same may be amended, in such manner as not unreasonably to interfere with its use by the United States, its authorized users, or assigns or cause substantial injury thereto.

If for a period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, the road, or any segment thereof, or if at any time the Regional Forester determines that the road, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. In the event of such nonuse or of such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor a statement in recordable form evidencing termination.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereto affixed the day and year first above written.

BROWN'S TIE AND LUMBER COMPANY

By Warren H. Brown
 Title Pres.

ATTEST

By [Signature]
 Title Secretary

ACKNOWLEDGMENT

STATE OF Idaho)
 COUNTY Valley) ss

On this 24th day of March, 19 70, before me Donald F. Johnson, a Notary Public in and for Valley County, State of Idaho, personally appeared Warren H. Brown, known to me (or satisfactorily proved to me on the oath of _____), to be the President of the BROWN'S TIE AND LUMBER COMPANY, who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

My commission expires:

31 December 1972

Donald F. Johnson
 Notary Public, residing in
McCall Idaho

21745

STATE OF IDAHO,
County of Valley, } ss.

I hereby certify that this instrument
was filed for record at the request of

Franklin J. Hayes

at 3⁵⁷ minutes past 10

o'clock A.M. this 24

day of March 1976

in my office and duly recorded in

Book No. 1 of Books

at Page Book 111

By F. R. ... Ex-Officio Recorder

By F. R. ... Deputy

Fees \$14.00

Raymond Marshall

COMPARED

INDEXED-DIRECT

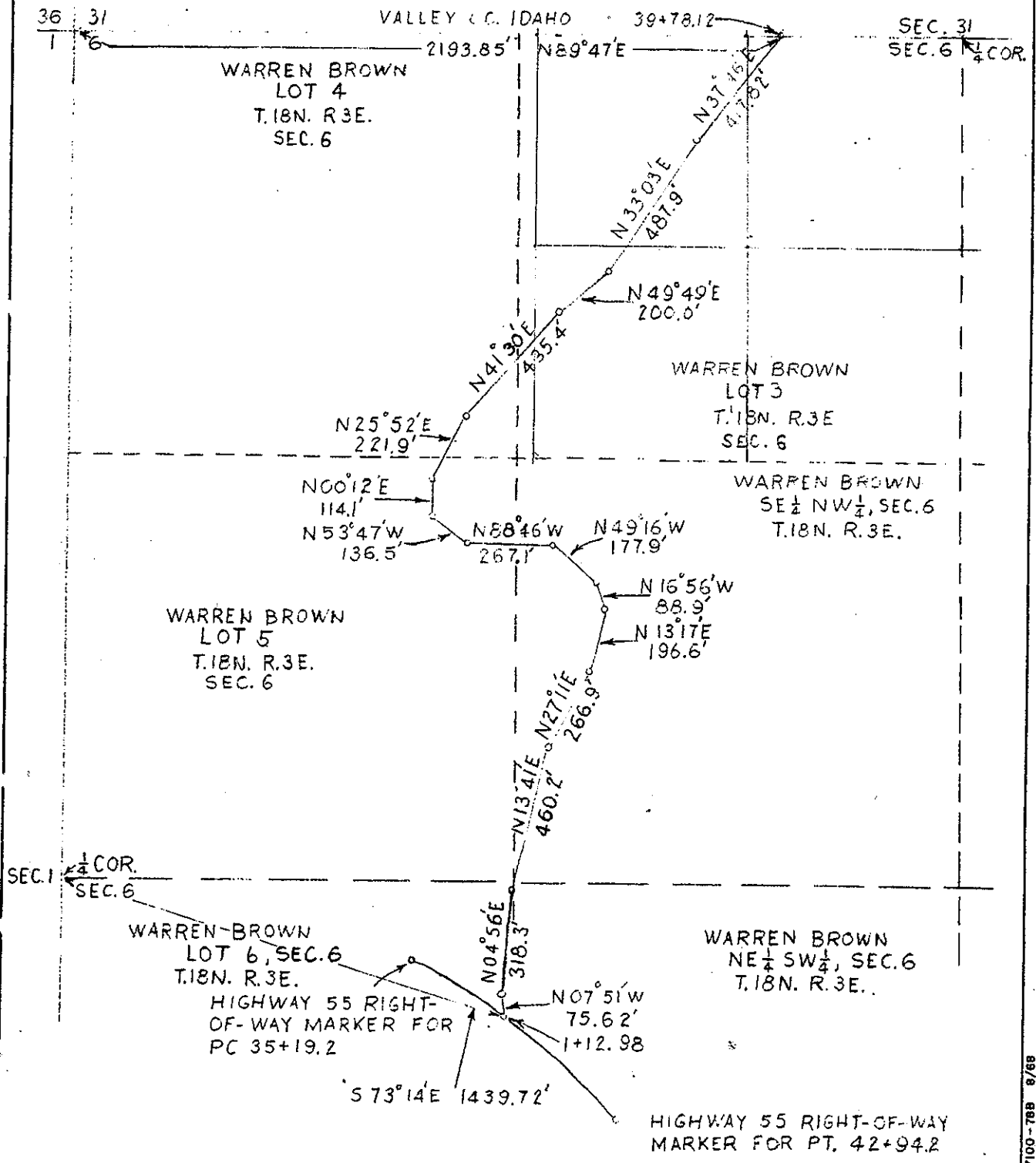
INDEXED-INDIRECT

DOC. STAMPED



SCALE: 1" = 300'

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE		NATIONAL FOREST	
REGION 4			
PAYETTE NATIONAL FOREST RIGHT OF WAY PLAT			
BRUNDAGE M.T.N. ROAD NO. 50451			
PREPARED BY	DATE	CHECKED BY	DATE
FORST APPROVED	DATE	DATE	DATE
APPROVED	DATE	APPROVED	DATE
			167-9



McCALL CITY COUNCIL

216 East Park Street

AGENDA BILL

McCall, ID 83638

Number

AB 09-157

Meeting Date

August 13, 2009

AGENDA ITEM INFORMATION

<i>SUBJECT:</i>	<i>Approvals: Department/ Committee/Individual</i>	<i>Initials</i>	<i>Remarks (Originator/ Support)</i>
<i>Bear Basin and Meadows Road Validation A Public Hearing</i>	Mayor / Council		
	City Manager		
	Community Development		
	Treasurer		
	Clerk, Deputy City Clerk		
	Police Department		
	Public Works		
	Golf Operations		
<i>COST IMPACT:</i>	Parks & Recreation		
<i>FUNDING SOURCE:</i>	Airport		
	Library		
<i>TIMELINE:</i>	City Attorney		
	Grant Coordinator		

SUMMARY STATEMENT:

On June 25, 2009 City Council adopted Resolution 09-07 validating the proceedings for Bear Basin and Meadows Road. Attached is a report from the McCall Public Works Director that addresses the following questions in relation to the validation: **Are Bear Basin Road and Meadows Road public rights-of-way? Does the City have authority as a highway jurisdiction and designated holder of public right-of-way? Is the validation of Bear Basin Road and Meadows Road in the public interest?**

Public Testimony will be heard in relation to the validation.

RECOMMENDED ACTION:

Accept the Validation of Bear Basin and Meadows Road and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>ACTION</i>
<i>6/25/09</i>	<i>Adoption of Resolution 09-07 validating the proceedings for Bear Basin and Meadows Road</i>

**BEFORE THE CITY COUNCIL
OF THE
CITY OF McCALL**

In the Matter of the Validation Proceedings)	Case No. VAL-2009-1
)	
BEAR BASIN ROAD AND MEADOWS ROAD)	
WITHIN THE CITY LIMITS OF THE CITY)	REPORT OF PUBLIC WORKS
OF McCALL)	DIRECTOR
)	
PROCEEDINGS INITIATED BY CITY)	
COUNCIL RESOLUTION)	
[I.C. § 40-203A])	

I, Tim Swanson, serving as the Public Works Director for the City of McCall, offer the following report to the City Council concerning the above entitled matter. This report includes my review of the exhibits which have been offered in this proceeding and the official records of the City's Public Works Department. For purposes of this record of this proceeding, the City of McCall has and has had at all times relevant a functioning street department, and said department is within and under the jurisdiction of the City's Public Works Department of which I am the Director.

Issues addressed in report:

Issue No. 1 Is Bear Basin Road a Public Right-of-Way? Yes

The record of the evidence which I have reviewed establishes that a valid *exclusive easement for a road, including a then-existing road, to be located, constructed, reconstructed, improved, used, and maintained over, upon, along, and across the right of way* described in Exhibit 12, was granted and conveyed by Brown Tie and Lumber Company to the United States of America and its assigns on March 24, 1970, which transfer was accepted by the United States of America, and the same was recorded in Valley County on March 24, 1970 as Instrument No. 71745 [See Exhibit 5].

This Easement Deed included a reversionary clause as follows: *If for a period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, the road, or any segment thereof, or if at any time the Regional Forester determines that the road, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. In the event of such nonuse or of such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor a statement in recordable form evidencing termination.*

Our requested title search of the records of the Valley County Recorder's office found no evidence of any statement being recorded terminating the Easement Deed. I also report that Brown Tie and Lumber Company, an Idaho Corporation [See Exhibit 3], was served with this proceeding at 1636 Timber Circle, McCall, Idaho 83638, and there has been no filing of any notice making any claim of reversion under the Easement Deed.

Subsequently the United States of America, acting through its agency, the U.S. Department of Agriculture Forest Service, on January 17, 2007 executed a *Public Road Easement* [Exhibit 6] pursuant to the National Forest Roads and Trail Act, and therein granted to the City of McCall the Bear Basin Right-of-Way. The acceptance of this Public Road Easement was authorized by the McCall City Council on January 25, 2007, and the same was recorded as Instrument No. 336316, Valley County, Idaho [Exhibits 8 & 9].

The City of McCall is the only secondary highway jurisdiction within the City Limits and is the legal holder of the rights provided in the *Public Road Easement* [Exhibit 6]. [See Highway Jurisdiction Analysis below]

The real property described in said *Public Road Easement* is located within the city limits of the City of McCall as depicted in Exhibit 20.

Bear Basin Road is not a highway under federal control, nor is it part of the state highway system, nor is it part of a highway district system as there are no highway districts within Valley County, nor is it an extension of a rural major collector route as provided by Idaho Code § 40-607.

Conditions of Bear Basin Road:

Bear Basin Road is constructed and is passable for vehicular travel and is held by the City as an Open Public Right-of-Way for vehicular travel.

The following documents from the Clerk's Exhibit List provide the legal description of Bear Basin Road and establish its location within the City Limits of the City of McCall:

- 11. Skiftun Land Surveying, Inc Legal Description Bear Basin Road;
- 13. Two Aerial Photos depicting subject area with City Limits depicted in yellow;
- 14. The Skiftun Land Surveying, Inc. survey map and all parts thereof of Bear Basin Road and Meadows Road with City Limits depicted in Green
- 20. City of McCall Street Map.

Is Meadows Road a Public Right-of-Way? Yes

On August 10, 1921 the Boise Payette Lumber Company granted and conveyed by a *Right of Way Deed for McCall – Meadows Road* to Valley County and to its successors or assigns forever the certain right-of-way for highway purposes over the lands situated in Valley County, State of Idaho described as follows.... The Right-of-Way Deed was recorded as Instrument No. 5477 Valley County [Exhibit 7], which is evidence of its acceptance. The real property described in said *Right of Way Deed* is located within the city limits of the City of McCall as described in Exhibit 13 and depicted in Exhibit 20.

The City of McCall is the only secondary highway jurisdiction within the City Limits and is the legal holder of the rights provided in the *Right of Way Deed for McCall – Meadows Road*, even though the Right of Way Deed was conveyed to Valley County [See Highway Jurisdiction Analysis below].

Meadows Road is not a highway under federal control nor is it part of the state highway system nor is it part of a highway district system as there are no highway districts within Valley County, nor is it an extension of a rural major collector route as provided by Idaho Code § 40-607.

Conditions of Meadows Road:

Meadows Road, as it runs in a westerly direction from the eastern boundary of the City, is paved and in good shape for 1000 feet more or less and the City maintains and plows snow in the travel way of this first 1000 feet of Meadows Road. Meadows Road continues in a westerly direction for a distance of 3250 feet more or less to the point where it meets Bear Basin Road. Meadows Road is a single lane gravel road for this stretch and was built many years ago and **has not been improved by the City of McCall.** From this point Meadows Road continues in a westerly direction for a distance of 800 feet more or less and for this stretch is single lane dirt road and remains as it was originally constructed in the early 1920s, as evidenced by county commissioners' minutes from 1921. [Exhibit 22]. **This road is and has been open for public vehicular travel since its original construction.** Meadows Road used to be in the county and was annexed into the City by Ordinance No. 308 on the 2day of August, 1971. [Exhibit 21]

Highway and Public Right-of-Way Jurisdiction Analysis:

The City of McCall is a highway jurisdiction with authority over public highways and public rights-of-way for roads and streets purposes within its city limits.

The City's exclusive authority to hold and accept public rights-of-way and establish and maintain a highway system is mandated by Idaho Law.

The City's authority to establish a system of highways is a mandate of the State Highway Law. Idaho Code Section 40-201 PROVIDES FOR AND ESTABLISHES A SYSTEM OF HIGHWAY JURISDICTIONS WHICH ARE NOT OVERLAPPING AND INCLUDES CITIES SPECIFICALLY:

There shall be a system of state highways in the state, a system of county highways in each county, a system of highways in each highway district, and a system of highways in each city, except as otherwise provided. The improvement of highways and highway systems is hereby declared to be the established and permanent policy of the state of Idaho, and the duty is hereby imposed upon the state, and all counties, cities, and highway districts in the state, to improve and maintain the highways within their respective jurisdiction as hereinafter defined, within the limits of the funds available.

The City of McCall has the authority and jurisdiction over its “highway district system” as set forth in Idaho Code 40-109.DEFINITIONS -- H.

(1) "Highway district system" means all public highways within each highway district, except those included within the state highway system, those under another state agency, those included within city highway systems of incorporated cities with a functioning street department, and those under federal control.

The City of McCall is classified under Idaho Law as a “Public Highway Agency”. The City of McCall now has and has had at all times relevant to these proceedings a functioning roads and streets department. Cities in the state of Idaho are, as defined by Idaho Code § 40-117 (4), a “Public Highway Agency” and therefore have jurisdiction over public highway systems and public rights-of-way within their boundaries. The City Council has the exclusive general supervisory authority over all public highways, public streets, and public rights-of-way within the boundaries of the city and under its jurisdiction, with full power to establish design standards, establish use standards, pass resolutions, and establish regulations in accordance with the provisions of Title 49, Idaho Code, and control access to said public highways, public streets, and public rights-of-way as provided in Idaho Code §§ 40-1310 (8), 50-313 and 50-314.

The City of McCall’s acceptance of Bear Basin Road by the Easement Deed conveyance included *a then-existing road, to be located, constructed, reconstructed, improved, used, and maintained over, upon, along, and across the right of way*, and Valley County’s acceptance of Meadows Road by the recording of the *Right of Way Deed for McCall – Meadows Road* included a right-of-way for highway purposes over the lands therein described. Each of these Easement documents conveyed and vested legal title to said highway jurisdictions [Valley County/ City of McCall] to said easements in trust for highway purposes. The Idaho law since 1911 and as now codified at Idaho Code § 40-1313 [formerly codified as Idaho Code § 40-1616] provides that: *The legal title to all property acquired under the provisions of this chapter shall immediately, and by operation of law, vest in such highway district, and shall be held by such district in trust for, and is hereby dedicated and set apart to the uses and purposes set forth in this chapter.*

The legal title to all property acquired by this City under the provisions of Chapter 13 of Title 40 Idaho Code immediately and by operation of law vests in the City and is held by the City in trust for and is dedicated and set apart for highway and public right-of-way uses and purposes.

Public highways are defined by Idaho Code § 40-117 (5) as *all highways open to public use in the ...city...* All public highways within the city limits of McCall are part of its City System, except for highways, which are under federal control, a part of the state highway system, part of a highway district system or an extension of a rural major collector route as provided by Idaho Code § 40-607.

Public Right-of-Way is defined by Idaho Code § 40-117 (6) as *...right-of-way open to the public and under the jurisdiction of a public highway agency, where the public highway agency has no obligation to construct or maintain, but may expend funds for the maintenance of, said public right-of-way or post traffic signs for vehicular traffic on said public right-of-way. In addition, a public right-of-way includes a right-of-way which was originally intended for development as a highway and was accepted on behalf of the public by deed of ... easement,.... Public rights-of-way shall not be considered improved highways for the apportionment of funds from the highway distribution account.*

The city may hold title to an interest in real property for public right-of-way purposes without incurring an obligation to construct or maintain a highway within the right-of-way until the city determines that the necessities of public travel justify opening a highway within the right-of-way and the lack of an opening does not constitute an abandonment, and mere use by the public does not constitute an opening of the public right-of-way, as provided in Idaho Code § 40-202 (2) (b).

Until abandonment is authorized by the city council, public use of a City highway or City public right-of-way may not be restricted or impeded by encroachment or installation of any obstruction restricting public use, or by the installation of signs or notices that might tend to restrict or prohibit public use, as provided in Idaho Code § 40-203 (5), and a violation of this prohibition is a misdemeanor under Idaho Law.

The Idaho law from the original Idaho Rev. St. of 1887, Sec. 860 up to the adoption by the Idaho Legislature of Senate Bill No. 104 in 1953 which amended what was then codified as Idaho Code § 40-301, provided that: *By taking or accepting land for a highway, the public acquires only the right of way and the incidents necessary to enjoying and maintaining it. All trees within the highway, except only such as are requisite to make or repair the road or bridges on the same land, are for the use of the owner or occupant of the land.* Since 1953, the Idaho Law was amended to provide that: *By taking or accepting land for a highway, the public acquires the fee simple title to said property. Providing that the person or persons having jurisdiction of such highway may take or accept such lesser estate as they may deem requisite for their purposes.* In 1985, the Idaho Legislature re-codified this section to Idaho Code § 40-2302 (1).

Commencing in 1985, the Idaho Law provides at Idaho Code § 40-2302 (2)(3) as follows: (2) *In all cases where consent to use the right-of-way for a highway is voluntarily given, purchased, or condemned and paid for, either an instrument in writing conveying the right-of-way and incidents to it, signed and acknowledged by the party making it, or a certified copy of the decree of the court condemning it, must be made, filed and recorded in the office of the recorder of the county in which the land conveyed or condemned shall be particularly described.*

(3) No highway dedicated by the owner to the public shall be deemed a public highway, or be under the use or control of a county or highway district, unless the dedication shall be accepted and confirmed by the commissions of the county or highway district.

Bear Basin Road and Meadows Road are “Public Rights-of-Way” within this city’s boundaries which are public rights-of-way intended for development as a highway.

Meadows Road was accepted on behalf of the public by Valley County. The *Right of Way Deed for McCall – Meadows Road* conveyed to Valley County and its successors or assigns forever was a public right-of-way for highway purposes over the lands described. Because the public right-of-way and highway jurisdiction within the City of McCall, other than a highway under federal control or a state highway, is the City of McCall’s and the Meadows Road Right of Way Deed was therefore assigned by operation of law to the City at the time the City annexed the same in 1971 [Exhibit 21]. The *Right of Way Deed* is held by the City in trust for and is dedicated and set apart for highway and public right-of-way uses and purposes.

Bear Basin Road was granted to the City by the U.S. Department of Agriculture Forest Service Public Road Easement, which was accepted by the City, and therefore the Road Easement title vests in the City and is held by the City in trust for and is dedicated and set apart for highway and public right-of-way uses and purposes.

The vesting of the Meadows Road and Bear Basin Road Easements with the City was and is without the City having to incur an obligation to construct or maintain a highway within either of these easements until the city council determines that the necessities of public travel justifies opening a highway within either of the same, and the lack of an opening does not constitute abandonment, and mere use by the public does not constitute an opening of the public right-of-way, as provided in Idaho Code § 40-202 (2)(b).

Is the Validation of Bear Basin Road and Meadows Road in the Public Interest? Yes
[I.C. § 40-203A (3)]

This question was answered by the Council by its action of approval of the Resolution of Intention to Initiate this validation proceedings. The subject rights-of-way have both been conveyed to the City and accepted by Deeds of Easement. There is no evidence of any abandonment of Meadows Road, which was granted and conveyed on August 10, 1921 by the Boise Payette Lumber Company in a *Right of Way Deed for McCall – Meadows Road* to Valley County and its successors or assigns forever, a right-of-way for highway purposes over the lands below described. There is no evidence of abandonment of Bear Basin Road, as it was transferred to the City by Road Easement from the U.S. Department of Agriculture Forest Service on January 17, 2007, accepted on January 25 of that year, and recorded November 4, 2008 as Instrument No. 336316, and there have been no proceedings before the City Council to abandon and vacate the same.

WHITE PETERSON

ATTORNEYS AT LAW

WM. F. GIGRAY, III
MATTHEW A. JOHNSON
WILLIAM F. NICHOLS *
CHRISTOPHER S. NYE

WHITE, PETERSON, GIGRAY, ROSSMAN, NYE & NICHOLS, P.A.

CANYON PARK AT THE IDAHO CENTER
5700 E. FRANKLIN RD., SUITE 200
NAMPA, IDAHO 83687-7901

TEL (208) 466-9272

FAX (208) 466-4405

EMAIL: wfg@whitepeterson.com

January 6, 2010

PHILIP A. PETERSON
TODD A. ROSSMAN
DAVIS F. VANDERVELDE **
TERRENCE R. WHITE ***

* Also admitted in OR
** Also admitted in NV
*** Also admitted in WA

JAN - 7 2010

Lindley Kirkpatrick, City Manager
City of McCall
216 East Park Street
McCall, Idaho 83638

Re: *Bear Basin, LLC v. City of McCall, et al.*
Valley County Case No. CV 2008-55C - VALIDATION

Dear Lindley:


Enclosure:

1. (ORIGINAL - Recorded) Judgment, Decree and Order.

Information: The enclosed document is the original of the recorded certified copy of the *Judgment, Decree and Order*. This should be kept with the original documents of the City relating to its ownership of public right-of-way for future reference. This concludes all actions involving this case and we will proceed to close our file unless you direct otherwise. It has been a pleasure to have been of service.

Sincerely,

WHITE PETERSON



Wm. F. Gigray, III

WFG/lh

Encl.

Cc w/encl.: Tim Swanson (McCall Public Works)

W:\Work\MMcCall, City of 21684\w. Bear Basin, LLC 21684.039\Client transmittal encl Original recorded Judgment 01-06-10 lh.doc

WHITE PETERSON

ATTORNEYS AT LAW

WM. F. GIGRAY, III
MATTHEW A. JOHNSON
WILLIAM F. NICHOLS *
CHRISTOPHER S. NYE

WHITE, PETERSON, GIGRAY, ROSSMAN, NYE & NICHOLS, P.A.
CANYON PARK AT THE IDAHO CENTER
5700 E. FRANKLIN RD., SUITE 200
NAMPA, IDAHO 83687-7901
TEL (208) 466-9272
FAX (208) 466-4405
EMAIL: wfg@whitepeterson.com

PHILIP A. PETERSON
TODD A. ROSSMAN
DAVIS F. VANDERVELDE **
TERRENCE R. WHITE ***

* Also admitted in OR
** Also admitted in NV
*** Also admitted in WA

January 6, 2010

Glenn M. Harsh
710 E. Highland View Drive
Boise, Idaho 83702

Re: *Bear Basin, LLC v. City of McCall, etal.*
Valley County Case No. CV2008-55C

Dear Glenn:

Enclosure:

1. (COPY - Recorded) Judgment, Decree and Order.

Information: The enclosed document is for your information and file. The Judgment was recorded with the Valley County Recorder on December 29, 2009 as Instrument No. 348310.

Very truly yours,

WHITE PETERSON



Wm. F. Gigray, III

WFG/lh
Encl.

cc: Lindley Kirkpatrick

W:\Work\MMcCall, City of 21684\ v. Bear Basin, LLC 21684.039\Ltr Harsh encl Recorded Judgment 01-06-10 lh.doc

CERTIFIED COPY

ARCHIE N. BANBURY, CLERK
BY _____ DEPUTY

DEC 01 2009

Case No. _____ Inst. No. _____
Filed _____ A.M. _____ P.M.

ORIGINAL

Instrument # 348310

VALLEY COUNTY, CASCADE, IDAHO
12-29-2009 10:55:24 No. of Pages: 9
Recorded for : WHITE PETERSON/CITY OF MCCALL
ARCHIE N. BANBURY Fee: 0.00
Ex-Officio Recorder Deputy *Trudy Egueren*
Index to: JUDGMENT

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF VALLEY

BEAR BASIN, LLC, an Idaho limited liability company,)
)
)
 Plaintiff,)
)
 vs.)
)
)
 CITY OF McCALL, an Idaho municipal corporation and PHILIP R. FEINBERG,)
)
)
 individually and as the class representative)
)
)
 of all others similarly situated and all)
)
)
 Unknown Owners,)
)
)
 Defendants.)

CASE NO. CV2008-55C

JUDGMENT, DECREE AND ORDER

BASED UPON the *Stipulation for Entry of Judgment and Decree Upon the Plaintiff's First and Second Causes of Action Adjudging and Decreeing Bear Basin Road and Meadows Road as Public Rights-of-Way and Dismissal of Plaintiff's Third Through Eight Causes of Action* entered into by the parties, and the Court having reviewed the record in this matter and being fully advised in the premises and good cause appearing, therefore;

COPY

NOW, THEREFORE, IT IS HEREBY ORDERED AND THIS DOES ORDER THAT:

1. **Order/ Decree No. 1 on the First Cause of Action Meadows Road as Public Right-of-Way:** That Meadows Road as herein legally described in this Judgment, Decree and Order is ordered, adjudged and decreed to be a public right-of-way under the jurisdiction of the City of McCall and described as follows to wit:

**MEADOWS ROAD
66 FOOT WIDE PUBLIC ROAD RIGHT-OF-WAY
SECTION 6, T.18 N., R. 3 E., B.M.
City of McCall, Valley County, Idaho**

A 66 foot wide public road right-of-way situate in Section 6, T. 18 N., R. 3 E., B.M., City of McCall, Valley County, Idaho, formerly described in Right-of-Way Deed, Instrument No. 5477, as recorded in the Office of the Recorder of Valley County, Idaho, now being more particularly described using existing surveys through the Southeast $\frac{1}{4}$ of said Section 6 and the existing traveled way, lying 33.00 feet on each side of the following described centerline:

Commencing at a 5/8" rebar, marking the Center East 1/16 corner of said Section 6, T. 18 N., R. 3 E., B.M., Valley County, Idaho, as shown on that particular Record of Survey, recorded as Instrument No. 325370, in Book 10 on Page 43 of Surveys, in the Office of the Recorder of Valley County, Idaho, the **REAL POINT OF BEGINNING:**

Thence, S. 34°32'00" W., 304.62 feet,

Thence, 126.97 feet along a curve to the right, whose radius is 572.96 feet, delta angle is 12°41'49", and whose long chord bears S. 40°52'55" W., 126.71 feet,

Thence, S. 47°13'49" W., 147.02 feet,

Thence, 111.17 feet along a curve to the left, whose radius is 572.96 feet, delta angle is 11°07'00", and whose long chord bears S. 41°40'19" W., 110.99 feet,

Thence, S; 36°06'49" W., 157.04 feet to the southerly boundary of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 6, (from which a 5/8" rebar marking the NW-SE 1/64 corner of said Section 6, bears N. 89°48'39" W., 128.42 feet, as shown on the plat of Bear Basin Estates, recorded as Instrument No. 210849, in Book 8, on Page 64 of Plats, in the Office of the Recorder of Valley County, Idaho),

Thence, continuing S. 36°06'49" W., 56.11 feet,

Thence, 131.47 feet along a curve to the right, whose radius is 381.97 feet, delta angle is 19°43'11", and whose long chord bears S. 45°58'24" W., 130.82 feet, to the westerly boundary of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 6, (from which a 5/8" rebar marking

the NW-SE 1/64 corner of said Section 6, bears N. 00°32'24" W., 136.68 feet, as shown on said plat of Bear Basin Estates),

Thence, 72.98 feet along a curve to the right, whose radius is 381.97 feet, delta angle is 10°56'49", and whose long chord bears S. 61°18'25" W., 72.87 feet,

Thence, S. 66°46'49" W., 80.65 feet,

Thence, 275.71 feet along a curve to the left, whose radius is 286.48 feet, delta angle is 55°08'29", and whose long chord bears S. 39°12'35" W., 265.19 feet,

Thence, 66.67 feet along a curve to the right, whose radius is 260.00 feet, delta angle is 14°41'30", and whose long chord bears S. 18°59'05" W., 66.49 feet, to the westerly boundary of the E ½ of the SW ¼ of the NW ¼ of the SE ¼ of said Section 6, (from which a ½" rebar marking the C-W-W-SE 1/256 corner of said Section 6, bears S. 00°35'07" E., 188.26 feet, as shown on that particular Record of Survey, recorded as Instrument No. 292140, in Book 8 on Page 150 of Surveys, in the Office of the Recorder of Valley County, Idaho),

Thence, 224.24 feet along a curve to the right, whose radius is 260.00 feet, delta angle is 49°25'00", and whose long chord bears S. 51°02'20" W., 217.36 feet,

Thence, S. 75°44'49" W., 83.57 feet,

Thence, 79.65 feet along a curve to the right, whose radius is 381.96 feet, delta angle is 11°56'49", and whose long chord bears S. 81°43'13" W., 79.50 feet, to the westerly boundary of the SW ¼ of the NW ¼ of the SE ¼ of said Section 6, (from which a 5/8" rebar marking the Center South 1/16 corner of said Section 6, bears S. 00°36'32" E., 18.57 feet, as shown on the plat of Mile High Estates, recorded as Instrument No. 145134, in Book 8 on Page 5 of Surveys, in the Office of the Recorder of Valley County, Idaho),

Thence, 117.35 feet along a curve to the right, whose radius is 381.96 feet, delta angle is 17°36'11", and whose long chord bears N. 83°30'16" W., 116.89 feet,

Thence, N. 74°42'11" W., 54.63 feet,

Thence, 360.32 feet along a curve to the right, whose radius is 286.48 feet, delta angle is 72°03'48", and whose long chord bears N. 38°40'17" W., 337.03 feet,

Thence, N. 02°38'23" W., 86.32 feet,

Thence, 163.80 feet along a curve to the left, whose radius is 286.48 feet, delta angle is 32°45'34", and whose long chord bears N. 19°01'10" W., 161.58 feet,

Thence, N. 35°23'57" W., 141.95 feet to the northerly boundary of the SE ¼ of the NE ¼ of the SW ¼ of said Section 6, (from which a 5/8" rebar marking the NE-SW 1/64 corner of said Section 6, bears N.

89°41'20" W., 153.47 feet, as shown on that particular Record of Survey, recorded as Instrument No. 167765, in Book 3 on Page 48 of Surveys, in the Office of the Recorder of Valley County, Idaho),

Thence, continuing N. 35°23'57" W., 269.23 feet to the westerly boundary of the NE ¼ of the NE ¼ of the SW ¼ of said Section 6, (from which said 5/8" rebar marking the NE-SW 1/64 corner of said Section 6, bears S. 00°39'08" E., 218.63 feet),

Thence, continuing N. 35°23'57" W., 228.01 feet,

Thence, 103.08 feet along a curve to the right, whose radius is 1,145.92 feet, delta angle is 05°09'15", and whose long chord bears N. 32°49'19" W., 103.05 feet,

Thence, N. 30°14'42" W., 196.76 feet to the northerly boundary of the NW ¼ of the NE ¼ of the SW ¼ of said Section 6, (from which a 5/8" rebar marking the CW 1/16 corner of said Section 6, bears N. 89°47'36" W., 383.40 feet, as shown on said Record of Survey, recorded as Instrument No. 167765),

Thence, continuing N. 30°14'42" W., 53.64 feet,

Thence, 361.42 along a curve to the left, whose radius is 286.48 feet, delta angle is 72°17'00", and whose long chord bears N. 66°23'12" W., 337.92 feet,

Thence, S. 77°28'18" W., 49.55 feet to the westerly boundary of the SW ¼ of the SE ¼ of the NW ¼ of said Section 6, (from which said 5/8" rebar marking the CW 1/16 corner of said Section 6, bears S. 00°32'44" E., 169.58 feet),

Thence, continuing S. 77°28'18" W., 67.20 feet to the point of centerline intersection with Bear Basin Road,

Thence, continuing S. 77°28'18" W., 154.61 feet,

Thence, 103.32 along a curve to the left, whose radius is 1,145.92 feet, delta angle is 05°09'58", and whose long chord bears S. 74°53'19" W., 103.28 feet,

Thence, S. 72°18'20" W., 214.32 feet,

Thence, 218.50 feet along a curve to the right, whose radius is 286.48 feet, delta angle is 43°42'01", and whose long chord bears N. 85°50'39" W., 213.24 feet, to the westerly boundary of the SE ¼ of Government Lot 5, (from which a 5/8" rebar marking the C-W-W 1/64 corner of said Section 6, bears S. 00°20'05" E., 41.14 feet, as shown on that particular Record of Survey, recorded as Instrument No. 197207, in Book 4 on Page 164 of Surveys, in the Office of the Recorder of Valley County, Idaho),

Thence, 13.71 feet along a curve to the right, whose radius is 286.48 feet, delta angle is 2°44'31", and whose long chord bears N. 62°37'24" W., 13.71 feet, to the point of centerline intersection with the Spur Road connecting State Highway 55 with Meadows Road, constructed in 1937, as shown on Sheet 3 of the Highway plans for F.A.P. No. 130-E Ext.,

Thence, N. 63°08'00" W., 91.75 feet along the centerline of said Spur Road,

Thence, 154.38 along said Spur Road on a curve to the left, whose radius is 193.20 feet, delta angle is 45°46'57", and whose long chord bears N. 86°01'28" W., 150.30 feet, to the northerly right-of-way of State Highway 55, as shown on said Sheet 3 of the Highway plans for F.A.P. No. 130-E Ext., the **Point of Ending**, (from which a brass cap right-of-way monument, marking Station 30+00, 100 feet left, bears S. 60°06'06" E., 136.94 feet, and a brass cap marking the Quarter Corner common to Section 1, T. 18 N., R. 2 E. and Section 6, T. 18 N., R. 3E., B.M., Valley County, Idaho, bears S. 78°45'06" W., 500.51 feet), the sidelines of the above described right-of-way shall be extended or contracted to conform to boundaries.

Bearings based on Record of Survey, Instrument No. 167765, in Book 3 on Page 48 of Surveys.

2. **Order/ Decree No. 2 on the Second Cause of Action Bear Basin Road as Public Right-of-Way:** That Bear Basin Road as herein legally described in this Judgment, Decree and Order is herein ordered, adjudged and decreed to be a public right-of-way under the jurisdiction of the City of McCall and described as follows to wit:

**BEAR BASIN ROAD
66 FOOT WIDE PUBLIC ROAD RIGHT-OF-WAY
SECTION 6, T. 18 N., R. 3 E., B.M.
City of McCall, Valley County, Idaho**

A 66 foot wide public road right-of-way situate in Section 6, T. 18 N., R. 3 E., B.M., City of McCall, Valley County, Idaho, formerly described in Easement Deed, Instrument No. 71745, as recorded in the Office of the Recorder of Valley County, Idaho, now being more particularly described using the existing traveled way, lying 33.00 feet on each side of the following described centerline:

Commencing at a brass cap marking the Quarter Corner common to Section 1, T. 18 N., R. 2 E. and Section 6, T. 18 N., R. 3E., B.M., Valley County, Idaho, as shown on that particular Record of Survey, recorded as Instrument No. 252071, in Book 7 on Page 13 of Surveys, in the Office of the Recorder of Valley County, Idaho; thence, S. 89°52'08" E., 260.46 feet to a 5/8" rebar on the southerly right-of-way of State Highway 55; thence, continuing S. 89°52'08" E., 342.45 feet to a 5/8" rebar on the northerly right-of-way of State Highway 55, as shown on that

particular Record of Survey, recorded as Instrument No. 197207, in Book 4 on Page 164 of Surveys, in the Office of the Recorder of Valley County, Idaho; thence, S. 60°06'06" E., 153.43 feet along said northerly right-of-way to a ½" rebar on the westerly boundary of the NE ¼ of Government Lot 6, of said Section 6, thence, S. 59°58'46" E., 354.67 feet along said northerly right-of-way to a brass cap right-of-way monument, marking PC Station 35+ 19.2, as shown on Sheet 3 of the Highway plans for F.A.P. No. 130-E Ext.;

Thence, 339.84 feet along said northerly right-of-way on a curve to the right, whose radius is 1,979.86 feet, delta angle is 9°50'06", and whose long chord bears S. 55°12'54" E., 339.43 feet, to the centerline of Bear Basin Road, the **REAL POINT OF BEGINNING**:

Thence, N. 1°36'49" W., 91.95 feet,

Thence, 75.15 feet along a curve to the right, whose radius is 500.00 feet, delta angle is 8°36'42", and whose long chord bears N. 2°41'32" E., 75.08 feet,

Thence, N. 6°59'54" E., 168.54 feet,

Thence, 54.36 feet along a curve to the right, whose radius is 500.00 feet, delta angle is 6°13'46", and whose long chord bears N. 10°06'46" E., 54.34 feet,

Thence, N. 13°13'40" E., 57.77 feet to the southerly boundary of the SE ¼ of Government Lot 5, of said Section 6, (from which a 5/8" rebar marking the CW 1/16 corner of said Section 6, bears S. 89°42'38" E., 103.53 feet, as shown on said Record of Survey, recorded as Instrument No. 167765, in Book 3, on Page 48 of Surveys, in the Office of the Recorder of Valley County, Idaho),

Thence, continuing N. 13°13'40" E., 158.83 feet to the point of centerline intersection with Meadows Road,

Thence, continuing N. 13°13'40" E., 175.52 feet,

Thence, 73.52 feet along a curve to the right, whose radius is 400.00 feet, delta angle is 10°31'51", and whose long chord bears N. 18°29'36" E., 73.42 feet, to the easterly boundary of the SE ¼ of Government Lot 5, of said Section 6, (from which a 5/8" rebar marking the C-S-NW1/64 corner of said Section 6, bears N. 00°32'44" W., 265.12 feet, as shown on said Record of Survey, recorded as Instrument No. 167765, in Book 3, on Page 48 of Surveys, in the Office of the Recorder of Valley County, Idaho),

Thence, 28.65 feet along a curve to the right, whose radius is 400.00 feet, delta angle is 4°06'14", and whose long chord bears N. 25°48'38" E., 28.64 feet,

Thence, N. 27°51'45" E., 153.81 feet,

Thence, 113.21 feet along a curve to the left, whose radius is 1,010.00 feet, delta angle is 6°25'19", and whose long chord bears N. 24°39'06" E., 113.15 feet, to the southerly boundary of the NW ¼ of the SE ¼ of the NW ¼, of said Section 6, (from which a 5/8" rebar marking

the C-S-NW1/64 corner of said Section 6, bears N. 89°46'57" W., 134.07 feet),

Thence, 132.36 feet along a curve to the left, whose radius is 1,010.00 feet, delta angle is 7°30'31", and whose long chord bears N. 17°41'10" E., 132.27 feet,

Thence, 354.96 feet along a curve to the left, whose radius is 210.00 feet, delta angle is 96°50'42", and whose long chord bears N. 34°29'27" W., 314.18 feet, to the westerly boundary of the NW ¼ of the SE ¼ of the NW ¼, of said Section 6, (from which a 5/8" rebar marking the NW 1/16 corner of said Section 6, bears N. 00°32'44" W., 276.14 feet),

Thence, 25.97 feet along a curve to the left, whose radius is 210.00 feet, delta angle is 7°05'12", and whose long chord bears N. 86°27'24" W., 25.96 feet,

Thence, West, 173.80 feet,

Thence, 308.72 feet along a curve to the right, whose radius is 150.00 feet, delta angle is 117°55'25", and whose long chord bears N. 31°02'18" W., 257.05 feet,

Thence, N. 27°55'25" E., 62.78 feet to the southerly boundary of the SE ¼ of Government Lot 4, of said Section 6, (from which a 5/8" rebar marking the NW 1/16 corner of said Section 6, bears S. 89°46'20" E., 300.22 feet),

Thence, continuing N. 27°55'25" E., 91.22 feet,

Thence, 144.90 feet along a curve to the right, whose radius is 660.00 feet, delta angle is 12°34'45", and whose long chord bears N. 34°12'48" E., 144.61 feet,

Thence, N. 40°30'10" E., 108.29 feet,

Thence, 104.34 feet along a curve to the right, whose radius is 900.00 feet, delta angle is 6°38'34", and whose long chord bears N. 43°49'27" E., 104.28 feet,

Thence, N. 47°08'44" E., 40.87 feet to the easterly boundary of the SE ¼ of Government Lot 4, of said Section 6, (from which a 5/8" rebar marking the C-N-NW 1/64 corner of said Section 6, bears N. 00°32'44" W., 273.84 feet),

Thence, continuing N. 47°08'44" E., 203.64 feet,

Thence, 182.98 feet along a curve to the left, whose radius is 1,220.00 feet, delta angle is 8°35'37", and whose long chord bears N. 42°50'56" E., 182.81 feet, to the southerly boundary of the NW ¼ of Government Lot 3, of said Section 6, (from which a 5/8" rebar marking the NE-NW 1/64 corner of said Section 6, bears S. 89°43'53" E., 388.06 feet),

Thence, 169.24 feet along a curve to the left, whose radius is 1,220.00 feet, delta angle is 7°56'53", and whose long chord bears N. 34°34'41" E., 169.10 feet,

Thence, N. 30°36'14" E., 141.57 feet,

Thence, 173.63 feet along a curve to the right, whose radius is 850.00 feet, delta angle is 11°42'15", and whose long chord bears N. 36°27'21" E., 173.33 feet,

Thence, N. 42°18'29" E., 90.28 feet,

Thence, 78.72 feet along a curve to the left, whose radius is 1,100.00 feet, delta angle is 4°06'01", and whose long chord bears N. 40°15'28" E., 78.71 feet, to the westerly boundary of the NE ¼ of Government Lot 3, of said Section 6, (from which a 5/8" rebar marking the E- W 1/64 corner common to said Section 6 and Section 31, T. 19 N., R. 3 E., B.M., Valley County, Idaho, bears N. 00°34'57" W., 131.67 feet),

Thence, 23.40 feet along a curve to the left, whose radius is 1,100.00 feet, delta angle is 1°13'08", and whose long chord bears N. 37°35'53" E., 23.40 feet,

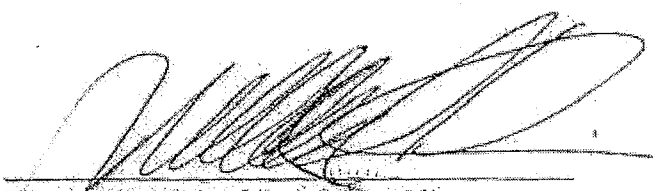
Thence, N. 36°59'20" E., 141.08 feet to the Point of Ending, (from which a brass cap marking the Quarter Corner common to Section 31, T. 19 N., R. 3 E. and Section 6, T. 18 N., R. 3E., B.M., Valley County, Idaho, bears S. 89°45'03" E., 563.59 feet), the sidelines of the above described right-of-way shall be extended or contracted to conform to boundaries.

Bearings based on Record of Survey, Instrument No. 167765, in Book 3 on Page 48 of Surveys.

3. **Order No. 3:** Plaintiffs Third Cause of Action, Fourth Cause of Action, Fifth Cause of Action, Sixth Cause of Action, Seventh Cause of Action and Eight Cause of Action are dismissed with prejudice against the Defendant City of McCall.

4. EACH PARTY BEARS THEIR OWN ATTORNEY FEES AND COSTS: That no attorneys' fees and/or costs are awarded to Bear Basin, LLC or to the City of McCall and each of said parties shall bear their own costs and fees.

ORDERED this 30th day of November, 2009.


Honorable Michael B. McLaughlin
District Judge (County of Valley)

I hereby certify that the foregoing is a true and correct copy of the original on file in this office.

Date 12-29-09 ARCHIE N. BANBURY

By Kay Healy Deputy Clerk

CLERK'S CERTIFICATE OF SERVICE

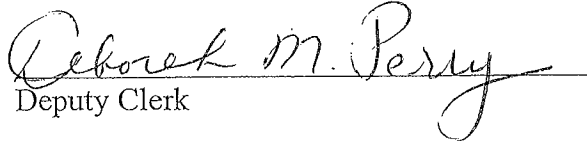
I, the undersigned, hereby certify that on the 1st day of December, 2009, a true and correct copy of the above and foregoing instrument was served upon the following by the method indicated below:

Glenn M. Harsh
710 E. Highland View Drive
Boise, Idaho 83702
Attorney for Plaintiff

U.S. Mail
 Overnight Mail
 Hand Delivery
 Facsimile

William F. Nichols
Wm. F. Gigray, III
Matthew A. Johnson
WHITE PETERSON, P.A.
5700 East Franklin Road, Suite 200
Nampa, Idaho 83687-7901
Attorneys for Defendant City of McCall

U.S. Mail
 Overnight Mail
 Hand Delivery
 Facsimile


Deputy Clerk

W:\Work\MMcCall, City of 21684v. Bear Basin, LLC 21684.039\PLEADINGS\Judgment & Decree.ORD 10-07-09 lh.doc

S89°46'20"E Record
728.76' Found
729.17'
N89°55'33"W

CURVES

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	8°36'42"	80.11'	533.00'	S2°41'32"W	80.04'
C2	8°36'42"	75.15'	500.00'	N2°41'32"E	75.08'
C3	8°36'42"	70.19'	467.00'	S2°41'32"W	70.13'
C4	6°13'46"	57.95'	533.00'	S10°06'47"W	57.92'
C5	6°13'46"	54.36'	500.00'	N10°06'47"E	54.34'
C6	6°13'46"	50.78'	467.00'	S10°06'47"W	50.75'
C7	14°38'05"	110.60'	433.00'	S20°32'43"W	110.30'
C8	14°38'05"	102.17'	400.00'	S20°32'43"W	101.89'
C9	14°38'05"	93.74'	367.00'	S20°32'43"W	93.49'
C10	13°55'51"	237.54'	977.00'	N20°53'50"E	236.96'
C11	13°55'51"	245.57'	1010.00'	N20°53'50"E	244.96'
C12	13°55'51"	253.59'	1043.00'	N20°53'50"E	252.97'
C13	103°55'55"	321.07'	177.00'	N38°02'03"W	278.83'
C14	103°55'55"	380.93'	210.00'	N38°02'03"W	330.81'
C15	103°55'55"	440.79'	243.00'	N38°02'03"W	382.80'
C16	117°55'25"	376.64'	183.00'	S31°02'18"E	313.60'
C17	117°55'25"	308.72'	150.00'	N31°02'18"W	257.05'
C18	117°55'25"	240.80'	117.00'	S31°02'18"E	200.50'
C34	10°31'51"	73.52'	400.00'	N18°29'36"E	73.42'
C35	4°06'14"	28.65'	400.00'	N25°48'38"E	28.64'
C36	6°25'19"	113.21'	1010.00'	N24°39'06"E	113.15'
C37	7°30'31"	132.36'	1010.00'	N17°41'10"E	132.27'
C38	96°50'42"	354.96'	210.00'	N34°29'27"W	314.18'
C39	7°05'12"	25.97'	210.00'	N86°27'24"W	25.96'

15 NW4 GOVT LOT 5
The centerline of Bear Basin Road was located with GPS by me in the field. Easement Deed Inst. No. 71745 fits the actual road reasonably well, but I have used the existing road as the monument to the easement.

LINES

NUM	BEARING	DISTANCE
L1	S1°36'49"E	63.58'
L2	N1°36'49"W	91.95'
L3	S1°36'49"E	121.61'
L4	S6°59'54"W	168.54'
L5	N6°59'54"E	168.54'
L6	S6°59'54"W	168.54'
L7	S13°13'40"W	392.13'
L8	N13°13'40"E	392.13'
L9	S13°13'40"W	392.13'
L10	N27°51'45"E	153.81'
L11	N27°51'45"E	153.81'
L12	N27°51'45"E	153.81'
L13	N90°00'00"E	173.80'
L14	S90°00'00"W	173.80'
L15	N90°00'00"E	173.80'
L34	N13°13'40"E	57.77'
L35	N13°13'40"E	158.83'
L36	N13°13'40"E	175.52'
L37	N27°55'25"E	62.78'

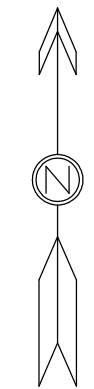
EASEMENT NO. 5 - NOT CONSTRUCTED
EASEMENT AGREEMENT INST. NO. 83436
70 FOOT WIDE - 35 FEET EACH SIDE
OF DESCRIBED CENTERLINE

CURVES

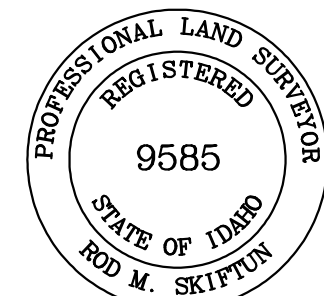
NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C50	9°50'06"	338.84'	1979.86'	N51°25'54"W	339.43'
C60	66°20'00"	231.55'	200.00'	N61°05'00"W	218.83'
C61	36°37'44"	538.64'	842.55'	N17°46'08"E	529.51'
C62	56°01'56"	342.28'	350.00'	S8°04'02"W	328.80'
C63	50°15'37"	369.15'	420.82'	N61°07'19"E	357.42'
C64	82°00'00"	432.84'	400.00'	N0°55'00"W	412.03'
C65	43°30'00"	778.20'	1025.00'	S89°20'01"E	759.64'
C73	9°30'00"	215.55'	1300.00'	S89°10'00"E	215.30'
C74	38°00'00"	165.81'	250.00'	N54°55'00"W	162.78'
C81	00°21'34"	12.42'	1979.86'	N59°57'13"W	12.42'
C82	06°06'32"	211.09'	1979.86'	N47°43'38"W	210.99'
C83	10°07'07"	34.12'	193.20'	S63°34'45"W	34.08'

RECORD OF SURVEY
BK. 7, PG. 13
INST. NO. 252071

EASEMENT NO. 3A - NOT CONSTRUCTED
EASEMENT AGREEMENT INST. NO. 83436
70 FOOT WIDE - 35 FEET EACH SIDE
OF DESCRIBED CENTERLINE



Scale 1" = 120'



I, Rod M. Skiftun, a Professional Land Surveyor, do hereby certify that this plat was prepared from notes taken during actual surveys made under my direct supervision from 2003 to 2008, archived field notes, existing surveys of record and unrecorded surveys. The shown courses and distances reflect this compilation.

LEGEND

- found brass cap
- calculated point
- ⊙ found 5/8" rebar
- found 1/2" rebar
- ⊠ found brass cap ROW mon. in concrete

Bearings based on Record of Survey, Inst. No. 167765.

NOTES:

These drawings were prepared to show Bear Basin Road as it crosses Section 6 and to provide reference for a new description of it's centerline. I have included the plotted locations of the eight easements described in Easement Agreement, Instrument No. 83436, Oct. 1974, references to numerous surveys and State Highway 55. The right-of-way location and it's relationship to adjacent property corners is accurate, but the boundaries of the 10 acre parcels away from the road may have varying degrees of positional accuracy.

The 66 foot wide right-of-way corridor for the existing Bear Basin Road was plotted using Easement Deed, Instrument No. 71745, where Brown Tie and Lumber Company conveyed the strip of ground straddling the existing road being used to get from State Highway 55 to the Payette Natinal Forest Boundary. This description does not fit the road very well and diverges from the road location greatly as it traverses north. I used the actual road location as the monument to the new description. The road was located by GPS methods in the Spring of 2007. The road was also referenced in Road Easement, (Cost Share), Instrument No. 256443.

The 10 acre parcels in this area were shown on an unrecorded drawing done by Don Payne, RLS 887 in the 1970's. The parcels were shown and conveyed by aliquot part. Eight 70 foot wide easements for access to these properties were created by Easement Agreement, Instrument No. 83436, which is included in most of the area's conveyances. The drawing by Payne uses GLO bearings and distances and the easements do not reflect design based on topographic considerations, grades or actual field work. Various documents over the years have attempted to vacate or extinguish these easements, but questions still remain, as to whether all of the parties with interest in the easements were notified of these actions.

- RECORDS OF SURVEY**
- Book 2, Page 52, Inst. No. 144930, 1985
 - Book 3, Page 48, Inst. No. 167765, 1989
 - Book 3, Page 161, Inst. No. 177971, 1991
 - Book 4, Page 163, Inst. No. 196920, 1993
 - Book 4, Page 164, Inst. No. 197207, 1993
 - Book 7, Page 13, Inst. No. 252071, 2000
 - Book 7, Page 145, Inst. No. 268664, 2003
 - Book 8, Page 150, Inst. No. 292140, 2005
 - Book 8, Page 185, Inst. No. 295247, 2005
 - Book 9, Page 85, Inst. No. 312292, 2006
 - Book 10, Page 43, Inst. No. 325370, 2007
- PLATS**
- Unrecorded Survey, Don Payne, RLS 887, 1977
 - Payette Lake Club, Book 1, Page 3, 1943
 - Brundage Mdws P.U.D., Book 7, Page 53, 1980
 - Mile High Estates, Book 8, Page 5, 1985
 - Meadow Lake Estates, Book 8, Page 41, 1993
 - Bear Basin Estates, Book 8, Page 64, 1995
 - Highway 55 ROW, F.A.P. 130-E Ext., Sht. 3
- DEEDS**
- Quitclaim Deed, Inst. No. 4946, 1921
 - Right-of-Way Deed, Inst. No. 5477, 1921
 - Quitclaim Deed, Inst. No. 21995, 1936
 - Easement Deed, Inst. No. 71745, 1970
 - Easement Agreement, Inst. No. 83436, 1974
 - Easement (Cost Share), Inst. No. 256443, 2001

SHEET 1 OF 2

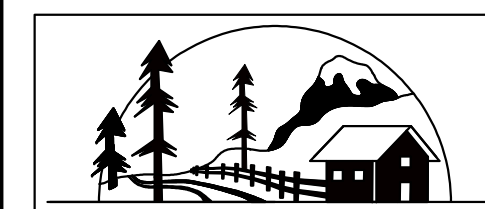
RECORD OF SURVEY

City of McCall, Valley County, State of Idaho

**BEAR BASIN ROAD
PUBLIC RIGHT-OF-WAY CORRIDOR**

Situate in
Section 6, T. 18 N., R. 3 E., B.M.
City of McCall, Valley County, Idaho

DRAWN BY: RMS, CSL FILE NAMES: HARSH_SECTION6.DWG LOCATOR CODE: 1803E06
REVISION: 21 OCT 08



SKIFTUN LAND SURVEYING, INC.
13784 HIGHWAY 55
McCALL, IDAHO 83638
208-634-3696/FAX 208-634-8475

722.88'
N89°45'03"W

CW 1/16

S89°45'03"E
663.85'

E-W 1/64

100.50'

563.59'

31

664.09'
S89°45'03"E

T19N
T18N 1/4 COR

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C13	103°55'55"	321.07'	177.00'	N38°02'03"W	278.83'
C14	103°55'55"	380.93'	210.00'	N38°02'03"W	330.81'
C15	103°55'55"	440.79'	243.00'	N38°02'03"W	382.80'
C16	117°55'25"	376.64'	183.00'	S31°02'18"E	313.60'
C17	117°55'25"	308.72'	150.00'	N31°02'18"W	257.05'
C18	117°55'25"	240.80'	117.00'	S31°02'18"E	200.50'
C19	12°34'45"	152.15'	693.00'	S34°12'48"W	151.84'
C20	12°34'45"	144.90'	660.00'	N34°12'48"E	144.61'
C21	12°34'45"	137.66'	627.00'	S34°12'48"W	137.38'
C22	6°38'34"	108.17'	933.00'	S43°49'27"W	108.11'
C23	6°38'34"	104.34'	900.00'	N43°49'27"E	104.28'
C24	6°38'34"	100.52'	867.00'	S43°49'27"W	100.46'
C25	16°32'30"	342.69'	1187.00'	N38°52'29"E	341.51'
C26	16°32'30"	352.22'	1220.00'	N38°52'29"E	351.00'
C27	16°32'30"	361.75'	1253.00'	N38°52'29"E	360.49'
C28	11°42'15"	180.38'	883.00'	S36°27'21"W	180.06'
C29	11°42'15"	173.63'	850.00'	N36°27'21"E	173.33'
C30	11°42'15"	166.89'	817.00'	S36°27'21"W	166.60'
C31	5°19'09"	99.06'	1067.00'	N39°38'54"E	99.02'
C32	5°19'09"	102.12'	1100.00'	N39°38'54"E	102.09'
C33	5°19'09"	105.19'	1133.00'	N39°38'54"E	105.15'
C38	96°50'42"	354.96'	210.00'	N34°29'27"W	314.18'
C39	7°05'12"	25.97'	210.00'	N86°27'24"W	25.96'
C40	8°35'37"	182.98'	1220.00'	N42°50'56"E	182.81'
C41	7°56'53"	169.24'	1220.00'	N34°34'41"E	169.10'
C42	4°06'01"	78.72'	1100.00'	N40°15'28"E	78.71'
C43	1°13'08"	23.40'	1100.00'	N37°35'53"E	23.40'

NUM	BEARING	DISTANCE
L13	N90°00'00"E	173.80'
L14	S90°00'00"W	173.80'
L15	N90°00'00"E	173.80'
L16	S27°55'25"W	154.00'
L17	N27°55'25"E	154.00'
L18	S27°55'25"W	154.00'
L19	S40°30'10"W	108.29'
L20	N40°30'10"E	108.29'
L21	S40°30'10"W	108.29'
L22	S47°08'44"W	244.51'
L23	N47°08'44"E	244.51'
L24	S47°08'44"W	244.51'
L25	S30°36'14"W	141.57'
L26	N30°36'14"E	141.57'
L27	S30°36'14"W	141.57'
L28	N42°18'29"E	90.28'
L29	N42°18'29"E	90.28'
L30	N42°18'29"E	90.28'
L31	N36°59'20"E	116.44'
L32	N36°59'20"E	141.08'
L33	N36°59'20"E	165.71'
L37	S27°55'25"W	62.78'
L38	S27°55'25"W	91.22'
L39	N47°08'44"E	40.87'
L40	N47°08'44"E	203.64'



Scale 1" = 120'



I, Rod M. Skiftun, a Professional Land Surveyor, do hereby certify that this plat was prepared from notes taken during actual surveys made under my direct supervision from 2003 to 2008, archived field notes, existing surveys of record and unrecorded surveys. The shown courses and distances reflect this compilation.

LEGEND

- found brass cap
- calculated point
- ⊙ found 5/8" rebar
- ⊠ found brass cap ROW mon. in concrete

Bearings based on Record of Survey, Inst. No. 167765.

NOTES:

These drawings were prepared to show Bear Basin Road as it crosses Section 6 and to provide reference for a new description of its centerline. I have included the plotted locations of the eight easements described in Easement Agreement, Instrument No. 83436, Oct. 1974, references to numerous surveys and State Highway 55. The right-of-way location and its relationship to adjacent property corners is accurate, but the boundaries of the 10 acre parcels away from the road may have varying degrees of positional accuracy.

The 66 foot wide right-of-way corridor for the existing Bear Basin Road was plotted using Easement Deed, Instrument No. 71745, where Brown Tie and Lumber Company conveyed the strip of ground straddling the existing road being used to get from State Highway 55 to the Payette National Forest Boundary. This description does not fit the road very well and diverges from the road location greatly as it traverses north. I used the actual road location as the monument to the new description. The road was located by GPS methods in the Spring of 2007. The road was also referenced in Road Easement, (Cost Share), Instrument No. 256443.

The 10 acre parcels in this area were shown on an unrecorded drawing done by Don Payne, RLS 887 in the 1970's. The parcels were shown and conveyed by aliquot part. Eight 70 foot wide easements for access to these properties were created by Easement Agreement, Instrument No. 83436, which is included in most of the area's conveyances. The drawing by Payne uses GLO bearings and distances and the easements do not reflect design based on topographic considerations, grades or actual field work. Various documents over the years have attempted to vacate or extinguish these easements, but questions still remain, as to whether all of the parties with interest in the easements were notified of these actions.

- | | |
|------------------------------------------|-----------------------------------------------|
| RECORDS OF SURVEY | PLATS |
| Book 2, Page 52, Inst. No. 144930, 1985 | Unrecorded Survey, Don Payne, RLS 887, 1977 |
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| Book 4, Page 164, Inst. No. 197207, 1993 | Meadow Lake Estates, Book 8, Page 41, 1993 |
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| Book 7, Page 145, Inst. No. 268664, 2003 | Highway 55 ROW, F.A.P. 130-E Ext., Sht. 3 |
| Book 8, Page 150, Inst. No. 292140, 2005 | DEEDS |
| Book 8, Page 185, Inst. No. 295247, 2005 | Quitclaim Deed, Inst. No. 4946, 1921 |
| Book 9, Page 85, Inst. No. 312292, 2006 | Right-of-Way Deed, Inst. No. 5477, 1921 |
| Book 10, Page 43, Inst. No. 325370, 2007 | Quitclaim Deed, Inst. No. 21995, 1936 |
| | Easement Deed, Inst. No. 71745, 1970 |
| | Easement Agreement, Inst. No. 83436, 1974 |
| | Easement (Cost Share), Inst. No. 256443, 2001 |
| | Easement, Corp. WD, Inst. No. 54037, 1959 |
| | Easement Agreement, Inst. No. 202544, 1994 |

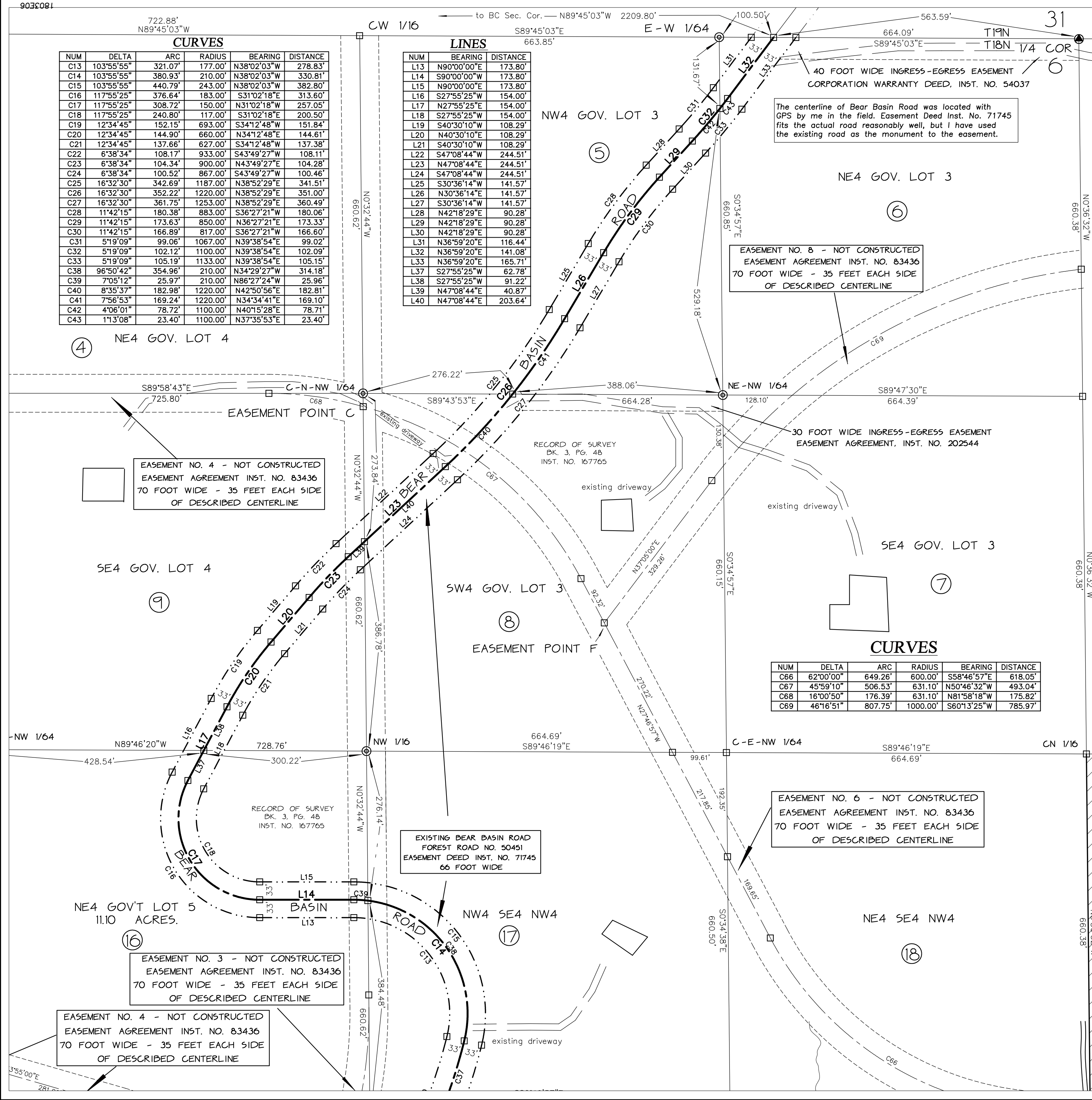
SHEET 2 OF 2

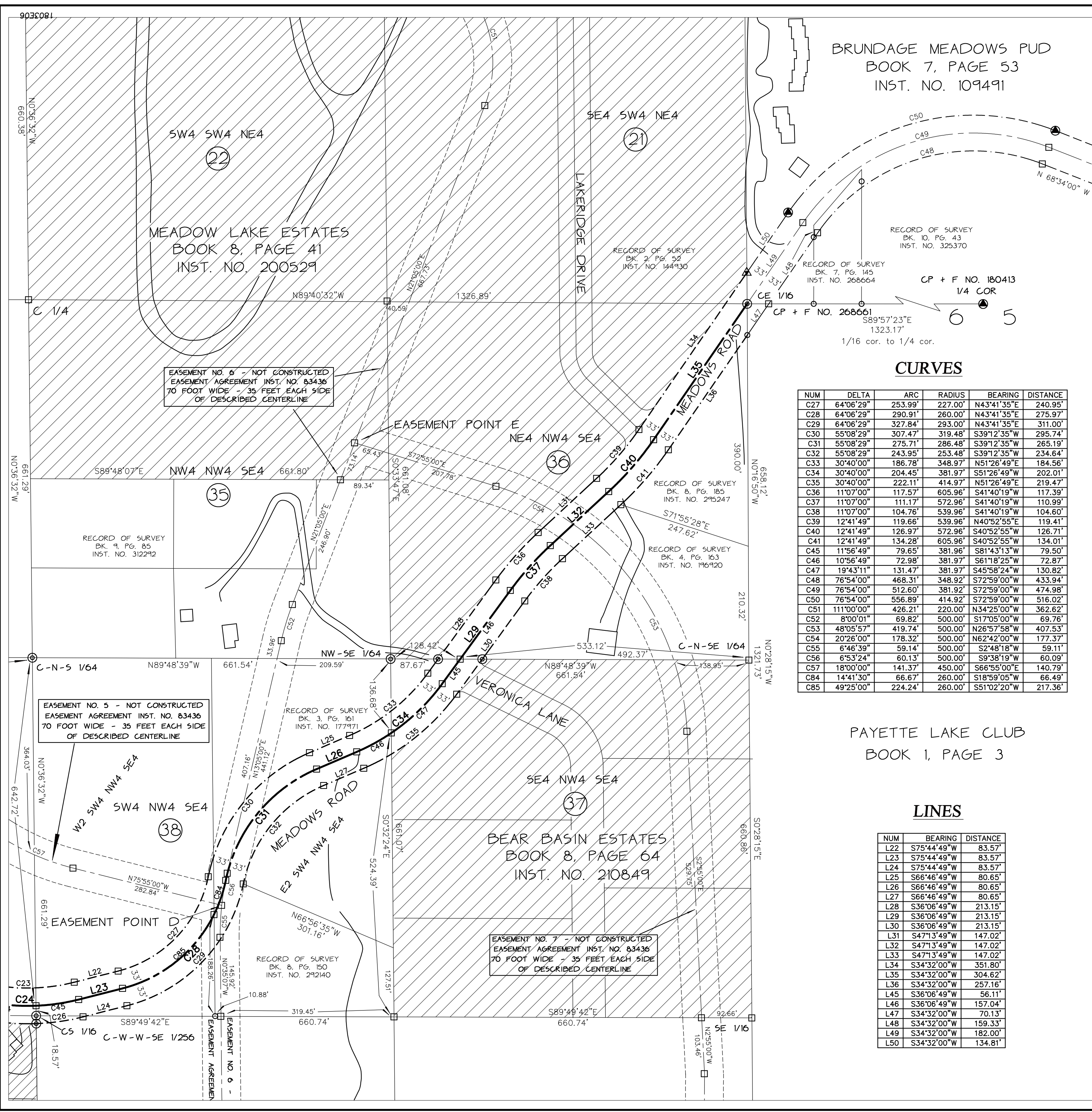
RECORD OF SURVEY
 City of McCall, Valley County, State of Idaho
BEAR BASIN ROAD
PUBLIC RIGHT-OF-WAY CORRIDOR
 Situate in
 Section 6, T. 18 N., R. 3 E., B.M.
 City of McCall, Valley County, Idaho

DRAWN BY: RMS, CSL FILE NAMES: MDWSRD_BBASIN_SECTION6.DWG LOCATOR CODE: 1803E06
 REVISION: 5 NOV 08

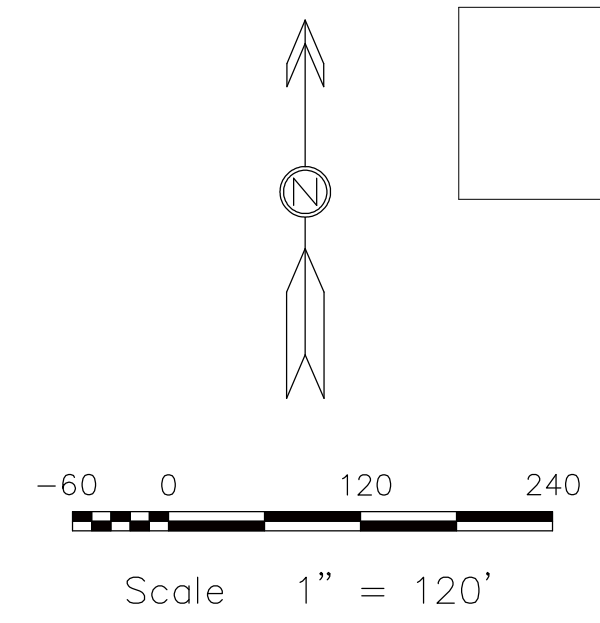


SKIFTUN LAND SURVEYING, INC.
 13784 HIGHWAY 55
 McCall, Idaho 83638
 208-634-3696/FAX 208-634-8475





BRUNDAGE MEADOWS PUD
 BOOK 7, PAGE 53
 INST. NO. 109491



I, Rod M. Skiftun, a Professional Land Surveyor, do hereby certify that this plat was prepared from notes taken during actual surveys made under my direct supervision from 2003 to 2008, archived field notes, existing surveys of record and unrecorded surveys. The shown courses and distances reflect this compilation.

LEGEND

- found brass cap
- calculated point
- ⊙ found 5/8" rebar
- found 1/2" rebar

Bearings based on Record of Survey, Inst. No. 167765.

NOTES:

These drawings were prepared to show Meadows Road as it crosses Section 6 and to provide reference for a new description of its centerline. I have included the plotted locations of the eight easements described in Easement Agreement, Instrument No. 83436, Oct. 1974, references to numerous surveys and State Highway 55. The right-of-way location and its relationship to adjacent property corners is accurate, but the boundaries of the 10 acre parcels away from the road may have varying degrees of positional accuracy.

The 66 foot wide right-of-way corridor for the existing Meadows Road was plotted using Right-of-Way Deed, Instrument No. 5477, where Boise Payette Lumber Company conveyed the strip of ground straddling the existing road being, used to get from Lardo to Meadows, to Valley County. The description fits the actual road fairly well through the eastern section, but diverges from the road location greatly as it traverses west. I used the actual road location as the monument to the new description. Every effort was made to conform to the curve radii and tangent lengths of the original description where possible.

The 10 acre parcels in this area were shown on an unrecorded drawing done by Don Payne, RLS 887 in the 1970's. The parcels were shown and conveyed by aliquot part. Eight 70 foot wide easements for access to these properties were created by Easement Agreement, Instrument No. 83436, which is included in most of the area's conveyances. The drawing by Payne uses GLO bearings and distances and the easements do not reflect design based on topographic considerations, grades or actual field work. Various documents over the years have attempted to vacate or extinguish these easements, but questions still remain, as to whether all of the parties with interest in the easements were notified of these actions.

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 - Book 9, Page 85, Inst. No. 312292, 2006
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 - Quitclaim Deed, Inst. No. 21995, 1936
 - Easement Deed, Inst. No. 71745, 1970
 - Easement Agreement, Inst. No. 83436, 1974
 - Easement (Cost Share), Inst. No. 256443, 2001

CURVES

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C27	64°06'29"	253.99'	227.00'	N43°41'35"E	240.95'
C28	64°06'29"	290.91'	260.00'	N43°41'35"E	275.97'
C29	64°06'29"	327.84'	293.00'	N43°41'35"E	311.00'
C30	55°08'29"	307.47'	319.48'	S39°12'35"W	295.74'
C31	55°08'29"	275.71'	286.48'	S39°12'35"W	265.19'
C32	55°08'29"	243.95'	253.48'	S39°12'35"W	234.64'
C33	30°40'00"	186.78'	348.97'	N51°26'49"E	184.56'
C34	30°40'00"	204.45'	381.97'	S51°26'49"W	202.01'
C35	30°40'00"	222.11'	414.97'	N51°26'49"E	219.47'
C36	11°07'00"	117.57'	605.96'	S41°40'19"W	117.39'
C37	11°07'00"	111.17'	572.96'	S41°40'19"W	110.99'
C38	11°07'00"	104.76'	539.96'	S41°40'19"W	104.60'
C39	12°41'49"	119.66'	539.96'	N40°52'55"E	119.41'
C40	12°41'49"	126.97'	572.96'	S40°52'55"W	126.71'
C41	12°41'49"	134.28'	605.96'	S40°52'55"W	134.01'
C45	11°56'49"	79.65'	381.96'	S81°43'13"W	79.50'
C46	10°56'49"	72.98'	381.97'	S61°18'25"W	72.87'
C47	19°43'11"	131.47'	381.97'	S45°58'24"W	130.82'
C48	76°54'00"	468.31'	348.92'	S72°59'00"W	433.94'
C49	76°54'00"	512.60'	381.92'	S72°59'00"W	474.98'
C50	76°54'00"	556.89'	414.92'	S72°59'00"W	516.02'
C51	111°00'00"	426.21'	220.00'	N34°25'00"W	362.62'
C52	8°00'01"	69.82'	500.00'	S17°05'00"W	69.76'
C53	48°05'57"	419.74'	500.00'	N26°57'58"W	407.53'
C54	20°26'00"	178.32'	500.00'	N62°42'00"W	177.37'
C55	6°46'39"	59.14'	500.00'	S2°48'18"W	59.11'
C56	6°53'24"	60.13'	500.00'	S9°38'19"W	60.09'
C57	18°00'00"	141.37'	450.00'	S66°55'00"E	140.79'
C84	14°41'30"	66.67'	260.00'	S18°59'05"W	66.49'
C85	49°25'00"	224.24'	260.00'	S51°02'20"W	217.36'

LINES

NUM	BEARING	DISTANCE
L22	S75°44'49"W	83.57'
L23	S75°44'49"W	83.57'
L24	S75°44'49"W	83.57'
L25	S66°46'49"W	80.65'
L26	S66°46'49"W	80.65'
L27	S66°46'49"W	80.65'
L28	S36°06'49"W	213.15'
L29	S36°06'49"W	213.15'
L30	S36°06'49"W	213.15'
L31	S47°13'49"W	147.02'
L32	S47°13'49"W	147.02'
L33	S47°13'49"W	147.02'
L34	S34°32'00"W	351.80'
L35	S34°32'00"W	304.62'
L36	S34°32'00"W	257.16'
L45	S36°06'49"W	56.11'
L46	S36°06'49"W	157.04'
L47	S34°32'00"W	70.13'
L48	S34°32'00"W	159.33'
L49	S34°32'00"W	182.00'
L50	S34°32'00"W	134.81'

SHEET 1 OF 3

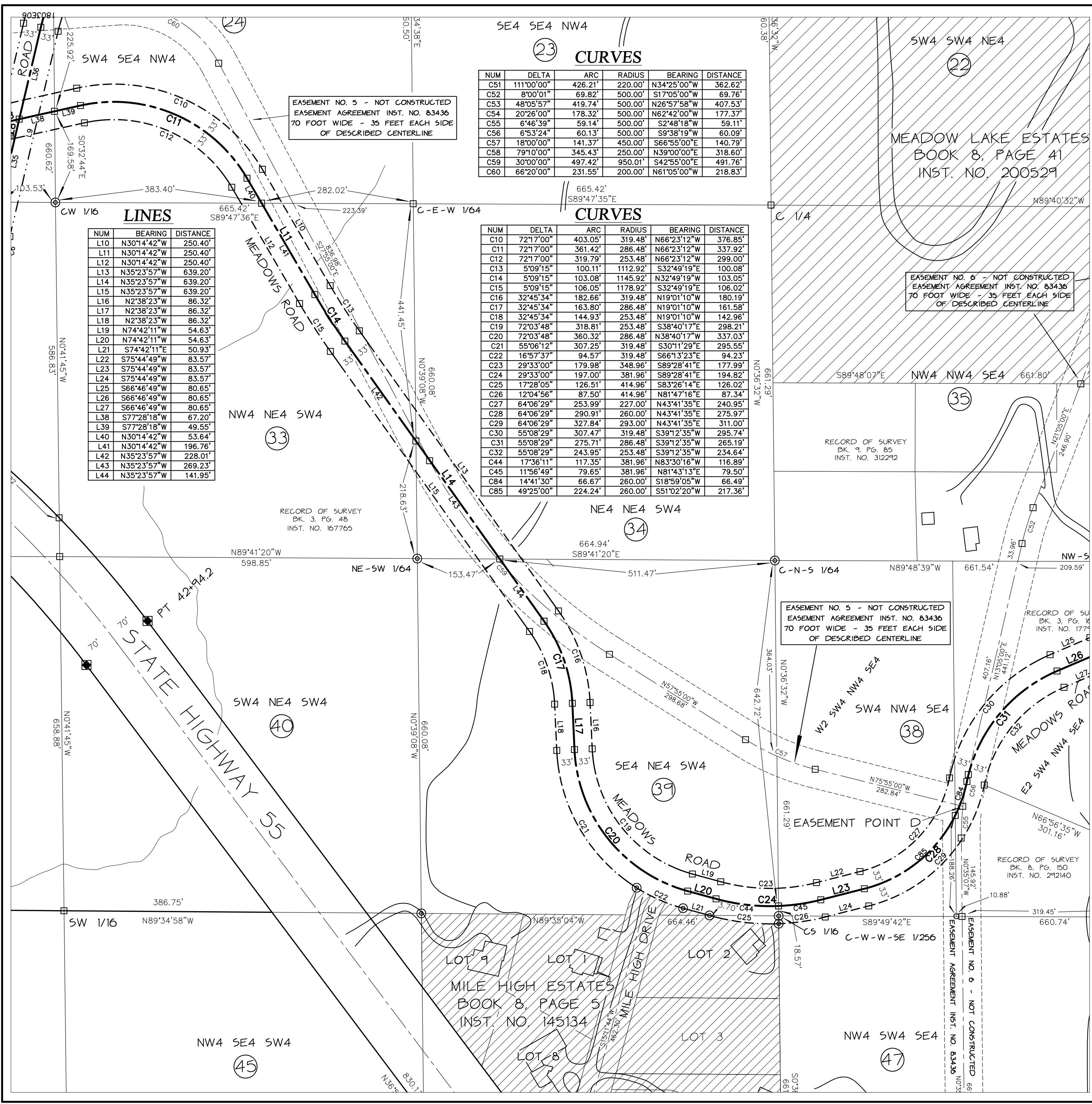
RECORD OF SURVEY
 City of McCall, Valley County, State of Idaho

MEADOWS ROAD
 PUBLIC RIGHT-OF-WAY CORRIDOR

Situate in
 Section 6, T. 18 N., R. 3 E., B.M.
 City of McCall, Valley County, Idaho

DRAWN BY: RMS CSL FILE NAMES: MDWSRD_BBASIN_SECTION6.DWG LOCATOR CODE: 1803E06
 REVISION: 21 OCT 08

SKIFTUN LAND SURVEYING, INC.
 13784 HIGHWAY 55
 McCALL, IDAHO 83638
 208-634-3696/FAX 208-634-8475



23 CURVES

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C51	111°00'00"	426.21'	220.00'	N34°25'00"W	362.62'
C52	8°00'01"	69.82'	500.00'	S17°05'00"W	69.76'
C53	48°05'57"	419.74'	500.00'	N26°57'58"W	407.53'
C54	20°26'00"	178.32'	500.00'	N62°42'00"W	177.37'
C55	6°46'39"	59.14'	500.00'	S2°48'18"W	59.11'
C56	6°53'24"	60.13'	500.00'	S9°38'19"W	60.09'
C57	18°00'00"	141.37'	450.00'	S66°55'00"E	140.79'
C58	79°10'00"	345.43'	250.00'	N39°00'00"E	318.60'
C59	30°00'00"	497.42'	950.01'	S42°55'00"E	491.76'
C60	66°20'00"	231.55'	200.00'	N61°05'00"W	218.83'

LINES

NUM	BEARING	DISTANCE
L10	N30°14'42"W	250.40'
L11	N30°14'42"W	250.40'
L12	N30°14'42"W	250.40'
L13	N35°23'57"W	639.20'
L14	N35°23'57"W	639.20'
L15	N35°23'57"W	639.20'
L16	N2°38'23"W	86.32'
L17	N2°38'23"W	86.32'
L18	N2°38'23"W	86.32'
L19	N74°42'11"W	54.63'
L20	N74°42'11"W	54.63'
L21	S74°42'11"E	50.93'
L22	S75°44'49"W	83.57'
L23	S75°44'49"W	83.57'
L24	S75°44'49"W	83.57'
L25	S66°46'49"W	80.65'
L26	S66°46'49"W	80.65'
L27	S66°46'49"W	80.65'
L38	S77°28'18"W	67.20'
L39	S77°28'18"W	49.55'
L40	N30°14'42"W	53.64'
L41	N30°14'42"W	196.76'
L42	N35°23'57"W	228.01'
L43	N35°23'57"W	269.23'
L44	N35°23'57"W	141.95'

CURVES

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C10	72°17'00"	403.05'	319.48'	N66°23'12"W	376.85'
C11	72°17'00"	361.42'	286.48'	N66°23'12"W	337.92'
C12	72°17'00"	319.79'	253.48'	N66°23'12"W	299.00'
C13	5°09'15"	100.11'	1112.92'	S32°49'19"E	100.08'
C14	5°09'15"	103.08'	1145.92'	N32°49'19"W	103.05'
C15	5°09'15"	106.05'	1178.92'	S32°49'19"E	106.02'
C16	32°45'34"	182.66'	319.48'	N19°01'10"W	180.19'
C17	32°45'34"	163.80'	286.48'	N19°01'10"W	161.58'
C18	32°45'34"	144.93'	253.48'	N19°01'10"W	142.96'
C19	72°03'48"	318.81'	253.48'	S38°40'17"E	298.21'
C20	72°03'48"	360.32'	286.48'	N38°40'17"W	337.03'
C21	55°06'12"	307.25'	319.48'	S30°11'29"E	295.55'
C22	16°57'37"	94.57'	319.48'	S66°13'23"E	94.23'
C23	29°33'00"	179.98'	348.96'	S89°28'41"E	177.99'
C24	29°33'00"	197.00'	381.96'	S89°28'41"E	194.82'
C25	17°28'05"	126.51'	414.96'	S83°26'14"E	126.02'
C26	12°04'56"	87.50'	414.96'	N81°47'16"E	87.34'
C27	64°06'29"	253.99'	227.00'	N43°41'35"E	240.95'
C28	64°06'29"	290.91'	260.00'	N43°41'35"E	275.97'
C29	64°06'29"	327.84'	293.00'	N43°41'35"E	311.00'
C30	55°08'29"	307.47'	319.48'	S39°12'35"W	295.74'
C31	55°08'29"	275.71'	286.48'	S39°12'35"W	265.19'
C32	55°08'29"	243.95'	253.48'	S39°12'35"W	234.64'
C44	17°36'11"	117.35'	381.96'	N83°30'16"W	116.89'
C45	11°56'49"	79.65'	381.96'	N81°43'13"E	79.50'
C84	14°41'30"	66.67'	260.00'	S18°59'05"W	66.49'
C85	49°25'00"	224.24'	260.00'	S51°02'20"W	217.36'

Scale 1" = 120'

Scale 0 120 240

Professional Land Surveyor
REGISTERED
9585
STATE OF IDAHO
ROD M. SKIFTUN

I, Rod M. Skiftun, a Professional Land Surveyor, do hereby certify that this plat was prepared from notes taken during actual surveys made under my direct supervision from 2003 to 2008, archived field notes, existing surveys of record and unrecorded surveys. The shown courses and distances reflect this compilation.

- LEGEND**
- found brass cap
 - calculated point
 - ⊙ found 5/8" rebar
 - found 1/2" rebar
 - ⊠ found brass cap ROW mon. in concrete
- Bearings based on Record of Survey, Inst. No. 167765.

NOTES:

These drawings were prepared to show Meadows Road as it crosses Section 6 and to provide reference for a new description of its centerline. I have included the plotted locations of the eight easements described in Easement Agreement, Instrument No. 83436, Oct. 1974, references to numerous surveys and State Highway 55. The right-of-way location and its relationship to adjacent property corners is accurate, but the boundaries of the 10 acre parcels away from the road may have varying degrees of positional accuracy.

The 66 foot wide right-of-way corridor for the existing Meadows Road was plotted using Right-of-Way Deed, Instrument No. 5477, where Boise Payette Lumber Company conveyed the strip of ground straddling the existing road, being used to get from Lardo to Meadows, to Valley County. The description fits the actual road fairly well through the eastern section, but diverges from the road location greatly as it traverses west. I used the actual road location as the monument to the new description. Every effort was made to conform to the curve radii and tangent lengths of the original description where possible.

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SHEET 2 OF 3

RECORD OF SURVEY
City of McCall, Valley County, State of Idaho

MEADOWS ROAD
PUBLIC RIGHT-OF-WAY CORRIDOR

Situate in
Section 6, T. 18 N., R. 3 E., B.M.
City of McCall, Valley County, Idaho

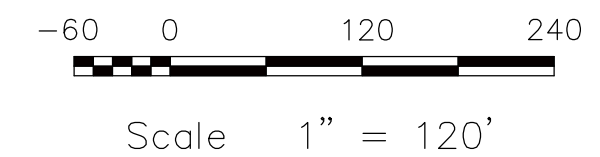
DRAWN BY: RMS CSL | FILE NAMES: MDWSRD_BBASIN_SECTION6.DWG | LOCATOR CODE: 1803E06
REVISION: 21 OCT 08

SKIFTUN LAND SURVEYING, INC.
13784 HIGHWAY 55
McCALL, IDAHO 83638
208-634-3696/FAX 208-634-8475

S89°46'20"E Record 728.76' 729.17' Found N89°55'33"W

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	53°05'52"	209.63'	226.20'	N89°40'56"W	202.21'
C2	45°46'57"	154.38'	193.20'	N86°01'28"W	150.30'
C3	35°02'27"	97.97'	160.20'	N80°39'13"W	96.45'
C4	46°59'29"	207.89'	253.48'	S84°11'55"E	202.11'
C5	46°26'32"	232.21'	286.48'	S84°28'24"E	225.91'
C6	46°20'32"	258.40'	319.48'	S84°31'24"E	251.42'
C7	5°09'58"	106.29'	1178.92'	S74°53'19"W	106.26'
C8	5°09'58"	103.32'	1145.92'	S74°53'19"W	103.28'
C9	5°09'58"	100.34'	1112.92'	S74°53'19"W	100.31'
C10	72°17'00"	403.05'	319.48'	N66°23'12"W	376.85'
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C43	43°42'01"	218.50'	286.48'	S85°50'39"E	213.24'
C50	9°50'06"	339.84'	1979.86'	S55°12'54"E	339.43'
C60	66°20'00"	231.55'	200.00'	N61°05'00"W	218.83'
C61	36°37'44"	538.64'	842.55'	N17°46'08"E	529.51'
C62	56°01'56"	342.28'	350.00'	S8°04'02"W	328.80'
C63	50°15'37"	369.15'	420.82'	N61°07'19"E	357.42'
C64	62°00'00"	432.84'	400.00'	N0°55'00"W	412.03'
C65	43°30'00"	778.20'	1025.00'	S89°20'01"W	759.64'
C73	9°30'00"	215.55'	1300.00'	S69°10'00"E	215.30'
C74	38°00'00"	165.81'	250.00'	N54°55'00"W	162.78'
C81	00°21'34"	12.42'	1979.86'	N59°57'13"W	12.42'
C82	06°06'32"	211.09'	1979.86'	N47°14'38"W	210.99'
C83	10°33'52"	35.62'	193.20'	S65°48'07"W	35.57'

NUM	BEARING	DISTANCE
L1	S63°08'00"E	92.31'
L2	S63°08'00"E	91.75'
L3	S63°08'00"E	91.22'
L4	S72°18'20"W	214.32'
L5	S72°18'20"W	214.32'
L6	S72°18'20"W	214.32'
L7	S77°28'18"W	271.36'
L8	S77°28'18"W	271.36'
L9	S77°28'18"W	271.36'
L37	S77°28'18"W	154.61'
L38	S77°28'18"W	67.20'
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I, Rod M. Skiftun, a Professional Land Surveyor, do hereby certify that this plat was prepared from notes taken during actual surveys made under my direct supervision from 2003 to 2008, archived field notes, existing surveys of record and unrecorded surveys. The shown courses and distances reflect this compilation.

LEGEND

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Bearings based on Record of Survey, Inst. No. 167765.

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SHEET 3 OF 3

RECORD OF SURVEY
 City of McCall, Valley County, State of Idaho

MEADOWS ROAD
PUBLIC RIGHT-OF-WAY CORRIDOR

Situate in
 Section 6, T. 18 N., R. 3 E., B.M.
 City of McCall, Valley County, Idaho

DRAWN BY: RMS, CSL FILE NAMES: MDWSRD_BBASIN_SECTION6.DWG LOCATOR CODE: 1803E06
 REVISION: 5 NOV 08



SKIFTUN LAND SURVEYING, INC.
 13784 HIGHWAY 55
 McCALL, IDAHO 83638
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**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 18-262
Meeting Date October 25, 2018

AGENDA ITEM INFORMATION

SUBJECT: <i>Request for approval to submit an Idaho Community Development Block Grant application for downtown street lighting</i> <i>A Public Hearing</i>	<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
	Mayor / Council		
	City Manager	ABS	
	Clerk		
	Treasurer		
	Community Development		
	Police Department		
	Public Works	NTS	Supporter
	Golf Course		
	Parks and Recreation		
COST IMPACT:	\$475,300		
FUNDING SOURCE:	Idaho Dept. of Commerce Idaho Community Development Block Grant program		
TIMELINE:	Grant application due Nov. 16, 2018; funds awarded May, 2019		
	Airport		
	Library		
	Information Systems		
	ED Planner / Grants	Duy	Originator

SUMMARY STATEMENT:

The City of McCall is applying for funding from the Idaho Dept. of Commerce to alleviate conditions of slum and blight within the downtown core redevelopment area. Specifically, grant funds are requested to purchase street and intersection lighting to improve pedestrian safety and encourage economic development as part of the city's Downtown Core Reconstruction Project which includes sewer and water system improvements, curb, gutter, sidewalk, storm water improvements, undergrounding of utilities, and streetscape improvements including street trees and lighting with an overall estimated cost of \$8,990,946 (all phases). The purpose of the project is to encourage economic development, increase safe pedestrian access to local businesses, public facilities and transit, improve the appearance of the downtown area, address infrastructure deficiencies, and comply with ADA standards.

The cost estimate has been developed by Horrocks Engineers. The ICDBG application requests \$475,300 for the purchase of seventy (70) light poles and fixtures to be installed along 2nd Street, Lenora Street, Park Street, and 1st Street, and dedicates \$47,530 in in-kind (staff) grant administration services. The ICDBG grant Executive Summary, preliminary budget, cost summary, a light fixture example, and project maps are attached. The ICDBG application handbook and application forms will be available at the public hearing. A public hearing is a requirement of the application process and is identified in the ICDBG Citizen Participation Plan which was approved by the Council on October 6, 2011, as part of the City's 3rd Street Improvement Project (also ICDBG funded).

RECOMMENDED ACTION:

1. Hold the public hearing on the Idaho Community Development Block Grant application.
2. Approve submittal of an Idaho Community Development Block Grant application and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION
July 12, 2018	Adopted Resolution 18-16 Declaration of Redevelopment Area

ICDBG Application – Economic Advisory Council Summary Page

McCall's Downtown Core Reconstruction Project realizes the vision for the town's original four-block central business district (platted 1915) that community members and business owners prioritized during the extensive public outreach of the McCall Downtown Master Plan (2014) and the McCall Area Comprehensive Plan (2018). Work on the first phase of downtown utility improvements began this fall (\$886,807 investment). By its FY22 completion date, the project will:

- Address the lack of pedestrian and intersection lighting that currently leaves downtown customers unsafely navigating from business to business and across roads in the dark, especially during winter.
- Improve safety, provide ADA-compliant access, and create linkages between business and key community facilities by constructing curb, gutter and sidewalk where now pedestrians unsafely navigate disconnected, crumbling, sidewalk interspersed within blocks where no sidewalk exists.
- Transform 2nd Street at the heart of downtown into an inviting destination where customers can linger with wide sidewalks, public art, seating, unique lighting, trees and landscaping. 2nd Street will still fully function as a street with two-way traffic and parallel parking, but flush bulb-outs and rolled curbs will allow the two blocks of 2nd Street to easily be transformed into an outdoor events center.
- Upgrade outdated, failing, and undersized water distribution infrastructure (some of the existing pipes are made of wood!) to meet flow needs for fire suppression.
- Improve storm water drainage facilities to reduce impacts to the water quality of Payette Lake, McCall's most-visited tourism attraction and source of drinking water.
- Upgrade sewer collection system sections in partnership with the Payette Lakes Recreational Water and Sewer District.
- Reconstruct roads that currently are pot-holed, cracking and failing; nearly all with a remaining service life of 0-4 years as defined within the 2018 McCall Transportation Master Plan.
- Reduce traffic accidents by defining parking along each of the streets and improving intersections within the project area. Idaho Local Road Traffic Data (2012-2016) documents six traffic accidents within the project area that the planned improvements may help to prevent in the future.
- Underground overhead utilities to protect from possible outages due to heavy wet snowfall and to create a more attractive destination.
- Install conduit for future broadband fiber service to businesses as part of McCall's efforts to establish a broadband fiber network for economic development in accordance with McCall City Council's July 12, 2018, declaration that broadband is an essential service (Resolution 18-15).
- Create a shovel-ready environment within McCall's downtown core for business investment and redevelopment with all necessary public infrastructure in place.

The total cost of this ambitious project is substantial at nearly \$9 million. McCall is fortunate that its citizens passed a seven-year 1% Local Option Tax (Streets LOT) sales tax initiative in November 2015, dedicated to providing funding for a prioritized street repairs, including the downtown core streets. Yet, these funds will only partially address the growing maintenance needs for McCall's 50.4 miles of public streets. ICDBG support is vital to the City's ability to complete the project, realize the community vision, and create the economic conditions to attract and grow business within its downtown core.

X. Idaho Community Development Block Grant Budget Form

Applicant or Grantee:

City of McCall

Project Name:

McCall Downtown Core Reconstruction

	Line Items	ICDBG	City Cash LOT/Streets	City Cash Water Fund	City Cash Franchise Fees	City In- Kind	PLRWSD	Private	Total
PHASE 1 (FY19-20) 2 nd and Lenora St.	Design, Const. Engineering & Inspection		\$539,975	\$50,967	\$31,595		\$19,891		\$642,428
	Construction*		\$2,610,960	\$236,295	\$179,866		\$92,359	\$97,008	\$3,216,488
PHASE 2 (FY20-21) Park St. and Veteran’s Alley	Design, Const. Engineering & Inspection		\$233,983	\$51,276	\$120,344		\$52,307		\$457,910
	Construction*		\$1,709,500	\$258,157	\$1,047,500		\$263,344		\$3,278,501
PHASE 3 (FY21-22) 1 st Street	Design, Const. Engineering & Inspection		\$197,094	\$19,209	\$61,807		0		\$278,110
	Construction*		\$513,937	\$72,094	\$56,137		0		\$642,168
ALL PHASES – DOWNTOWN CORE RECONSTRUCTION	Light poles and fixtures (70)	\$475,300							\$475,300
	Grant Administration					\$47,530			\$47,530
	TOTAL COSTS	\$475,300	\$5,805,449	\$687,998	\$1,497,249	\$47,530	\$427,901	\$97,008	\$9,038,435

*Construction cost estimates include 20% (Phase 1) and 25% (Phase 2 & Phase 3) contingency to address possible future cost fluctuations.

Phase 1A		Phase 2A		Phase 3	
Overall Construction Costs	\$728,787	Overall Construction Costs	\$794,300	Overall Construction Costs	\$719,219
Design Engineering Costs	\$69,546	Design Engineering Costs	\$78,339	Design Engineering Costs	\$206,188
Construction Engineering and Inspection	\$88,474	Construction Engineering and Inspection	\$79,430	Construction Engineering and Inspection	\$71,922
				<i>Total Cost for Light Poles and Fixtures</i>	<i>\$77,000</i>
Overall Phase 1A Total	\$886,807	Overall Phase 2A Total	\$952,069	Overall Phase 3 Total	\$997,328
Phase 1B		Phase 2B			
Overall Construction Costs	\$2,757,703	Overall Construction Costs	\$2,612,500		
Design Engineering Costs	\$208,637	Design Engineering Costs	\$38,892		
Construction Engineering and Inspection (10%)	\$275,770	Construction Engineering and Inspection	\$261,250		
<i>Total Cost for Light Poles and Fixtures</i>	<i>\$270,000</i>	<i>Total Cost for Light Poles and Fixtures</i>	<i>\$128,300</i>		
Overall Phase 1B Total	\$3,242,110	Overall Phase 2B Total	\$2,912,642		



2nd Street Statement Light

Wooden Pole









Wooden Pole Pros/Cons




- 8"x8"x10' Wood Pole with T-arm (www.woodenlightpoles.com)
- Sternberg Prairie Lantern
- Concrete Base to match Seat Wall



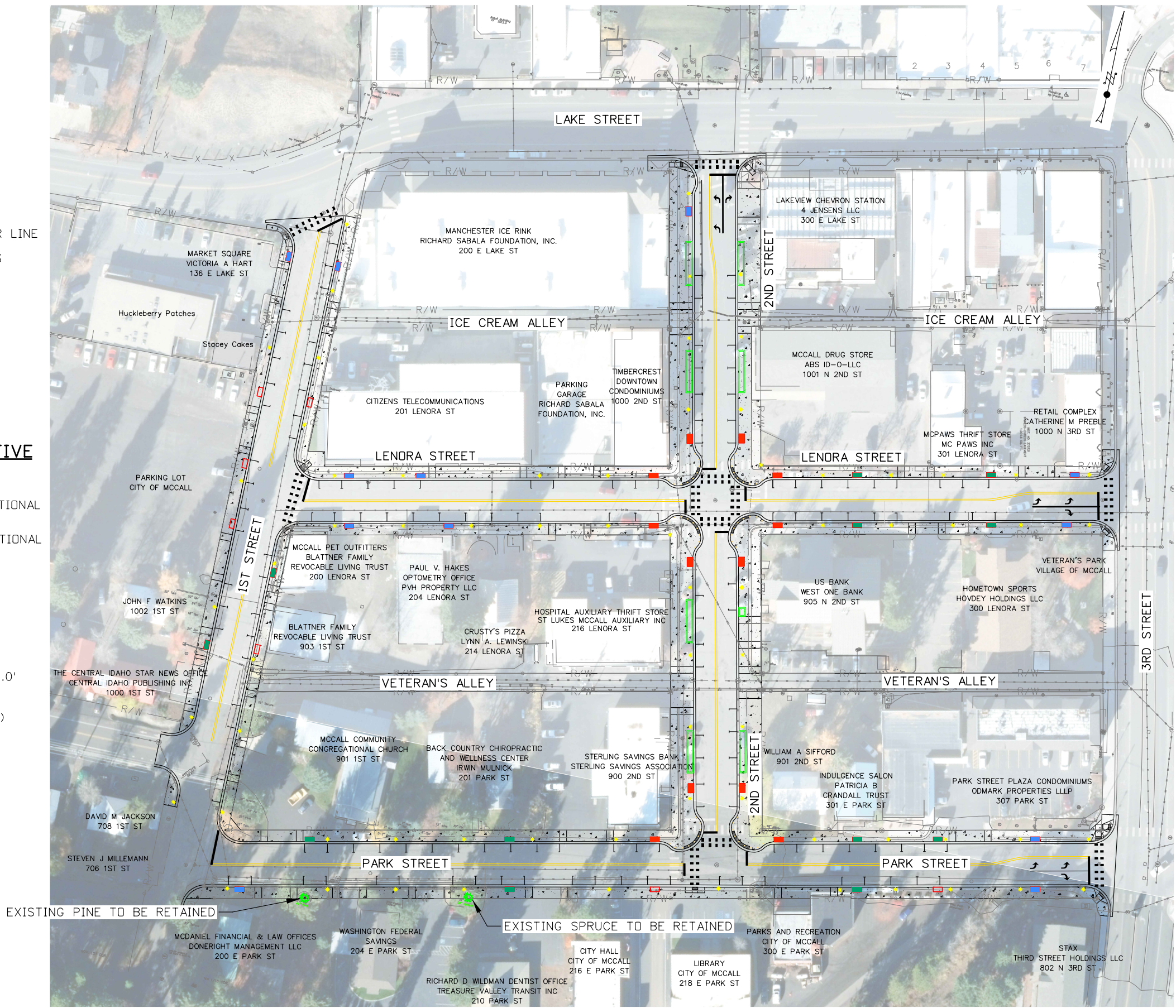
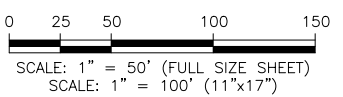
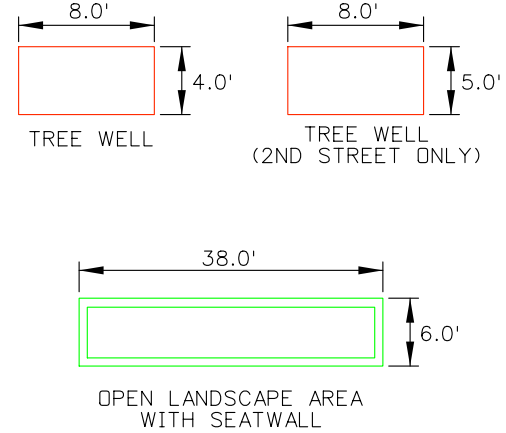
LEGEND:

-  PROPOSED CURB & GUTTER
-  PROPOSED SIDEWALK
-  LUMINAIRE
-  EXISTING POWER POLE
-  EXISTING TRANSFORMERS
-  EXISTING OVERHEAD POWER LINE
-  PROPOSED PARKING STALLS
-  TREE WELL
-  OPEN LANDSCAPE AREA
-  40.0' SIGHT DISTANCE VISIBILITY TRIANGLE

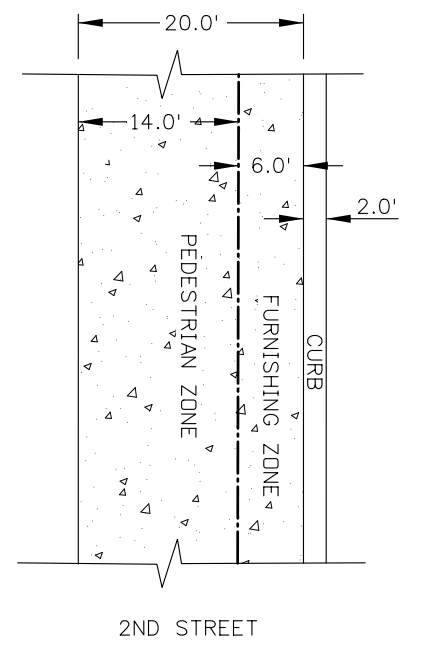
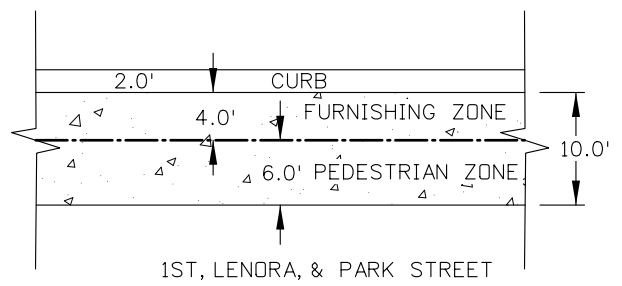
SILVA CELLS PER ALTERNATIVE

-  ALT A: AT ICONIC INTERSECTIONS
-  ALT B: INCLUDES ALT A PLUS ADDITIONAL SHOWN IN BLUE
-  ALT C: INCLUDES ALT B PLUS ADDITIONAL SHOWN IN GREEN

LANDSCAPING DIMENSIONS



FURNISHING/PEDESTRIAN ZONE DIMENSIONS



DRIVE AND PARKING LANE DIMENSIONS

DRIVE LANES: 11' IN EACH DIRECTION

PARALLEL PARKING LANES: 8' TO FACE OF CURB

McCall_Intersections

McCall_Luminance

Illuminance (Fc)
Average = 1.15
Maximum = 3.3
Minimum = 0.3
Avg/Min Ratio = 3.83
Max/Min Ratio = 11.00

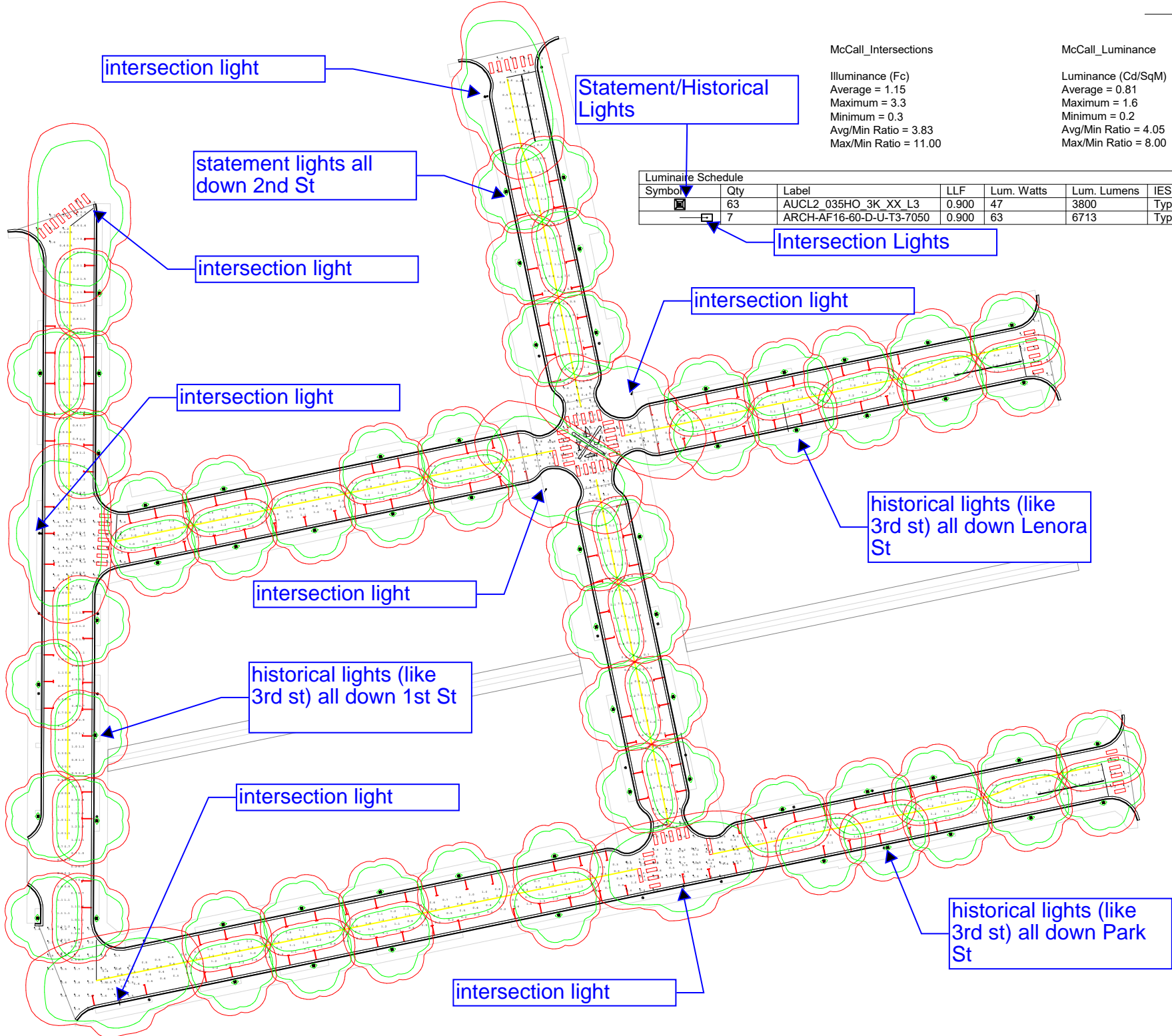
Luminance (Cd/SqM)
Average = 0.81
Maximum = 1.6
Minimum = 0.2
Avg/Min Ratio = 4.05
Max/Min Ratio = 8.00

Statement/Historical
Lights

Luminaire Schedule

Symbol	Qty	Label	LLF	Lum. Watts	Lum. Lumens	IES Class
	63	AUCL2_035HO_3K_XX_L3	0.900	47	3800	Type III
	7	ARCH-AF16-60-D-U-T3-7050	0.900	63	6713	Type III

Intersection Lights



**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 18-277
Meeting Date October 25, 2018

AGENDA ITEM INFORMATION

SUBJECT: <i>Request for Confirmation of the Information Systems Manager Appointment: Chris Curtin</i>	<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
	Mayor / Council		
	City Manager	ABS	
	Clerk		
	Treasurer		
	Community Development		
	Police Department		
	Public Works		
	Golf Course		
	Parks and Recreation		
COST IMPACT:			
FUNDING SOURCE:	Airport		
	Library		
TIMELINE:	Information Systems		
	Human Resources	TM	Originator

SUMMARY STATEMENT:

A recruitment effort for our Information Systems Manager, which included a national search, was conducted over a period of approximately six weeks. We received many inquiries from those interested in the position. After reviewing all candidates for the Information Systems Manager position, three were selected for interview. The interviews took place on October 8, 2018, and the interview process included a panel of staff members and the City Manager. A follow up interview with finalist candidate, Chris Curtin, was held on October 11, 2018 which led to a decision to appoint him as our next Information Systems Manager. The City Manager has extended a conditional offer of employment to Chris Curtin, subject to Council confirmation.

Chris has more than twenty-five years of Information Technology experience, including five years with the City of McCall as our Network Administrator. Chris has led several very complex technology implementations throughout his career. We have directly benefited from his expertise with gained efficiencies, and cost savings, organization wide, with the implementation of our Office 365 platform. Chris has a great vision for the future of technology in McCall, and we are confident he will keep us on the leading edge of technology advancement. He has shown his ability to develop strong, collaborative relationships both internally and externally; and is well versed in the future plans and needs of our organization and community.

Chris has demonstrated his dedication, knowledge, and experience throughout his career with the City of McCall. His combined experience, education, dedication to our organization and vision for our future advancement in technology, make him the ideal selection as the City of McCall's Information Systems Manager.

RECOMMENDED ACTION:

Confirm the City Manager's appointment of Chris Curtin as the Information Systems Manager, per McCall City Code 1-9-3(C).

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 18-263
Meeting Date October 25, 2018

AGENDA ITEM INFORMATION

SUBJECT: <i>McCall Redevelopment Agency (MRA) Annual Report for the Urban Renewal District</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development	MG	Originator
		Police Department		
		Public Works		
		Golf Course		
			Parks and Recreation	
COST IMPACT:	n/a	Airport		
FUNDING SOURCE:	n/a	Library		
TIMELINE:	ASAP	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

Rick Fereday, Chairperson of the McCall Redevelopment Agency (MRA), will present the Board’s annual report to Council for the Urban Renewal District. The MRA meets on the third Tuesday every month and consists of (7) seven members each serving a (3) three-year term.

In 1965, the State of Idaho created the Idaho Urban Renewal Law to allow a city or county governing board to designate areas for urban renewal projects aimed at eliminating or preventing deteriorated or deteriorating areas and developing and revitalizing underutilized areas. An urban renewal agency, governed by a board of commissioners appointed by the Mayor and confirmed by the City Council, is responsible for overseeing implementation of urban renewal plans that outline the necessary projects for specific areas. The McCall Redevelopment Agency was formed by Resolution 6-90 on May 10, 1990, and the current Urban Renewal District encompasses the areas from 3rd Street running along the lake shore out to Roosevelt and Davis Streets down to Lick Creek Road.

RECOMMENDED ACTION:

None – for information only.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 18-264
Meeting Date October 25, 2018

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>Environmental Advisory Committee (EAC) Report on Recycling</i>		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development	MG	Originator
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
		Airport		
Library				
Information Systems				
Grant Coordinator				
COST IMPACT:	N/A			
FUNDING SOURCE:	N/A			
TIMELINE:	N/A			
SUMMARY STATEMENT:				
<p>During the McCall In Motion public outreach process, the City received significant feedback for a curbside recycling program and the complaints of the existing non-permitted recycling center on Deinhard Lane. City staff have met with Lake Shore Disposal and Valley County to discuss a City-wide curbside recycling program and relocation of the current recycle center to Lakefork.</p> <p>On January 11, 2018, Brian Hoffman from Lake Shore presented the current recycling market and proposed contract for a curbside recycling program. Council did not take action and asked that the Environmental Advisory Committee (EAC) research the recycling issue further. The EAC will present the findings of their research to the City Council. The report includes options for the Council to consider. They will not be making a recommendation, but rather a list of choices, complete with background research from surrounding communities and pros and cons to each.</p>				
RECOMMENDED ACTION:				
Information only- not action necessary.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			
January 11, 2018	Discussion of proposed contract for curbside recycling with Lake Shore Disposal			

Recycling Report for the City of McCall
By the Environmental Advisory Committee
October 2018

EXECUTIVE SUMMARY

The City of McCall Environmental Advisory Committee (EAC) has prepared this report at the request of City Council on the potential options for a recycling program within the City of McCall. EAC members have spent several months collecting data on different recycling programs around Idaho and Valley County.

After significant research on the various options, EAC has concluded that there are several important questions that the City must answer before making a final decision. EAC recommends that the City obtain substantial public input as it starts its decision-making process.

I. Introduction

American recycling systems go back to the colonial era, when new materials were hard to come by. For example, metal was a scarce commodity and scrap-metal yards were not uncommon. Leftover food was used to make fertilizer. Throwing out items after they are no longer wanted by the consumer is a fairly recent idea and a product of a consumer culture that suggests that new is better than old.

Certain events in history, such as the Great Depression and World War II, have periodically revived the need to reuse and recycle materials. But in the 1960s and '70s, the reasons for recycling changed. As the economy grew, disposable single-use products—soda cans and plastic bottles, tubs, and jars—filled the marketplace. Rather than recycle to get the most out of a product of material, Americans began to recycle in order to deal with the massive amounts of waste produced. Recycling campaigns began. These campaigns, however, framed waste from these disposable products as a problem for consumers, rather than for the companies that manufactured the items. The idea that consumers should recycle for altruistic reasons surfaced with the idea that recycling is good for the Earth. The celebration of the first Earth Day in 1970, also brought awareness to a variety of environmental issues, including trash disposal and the need for recycling and reuse. The result of such campaigns and environmental activism was to put the burden of recycling programs—i.e., the cost—on taxpayers. In 1980, Woodbury, New Jersey, became a national model as the first city in the United States to mandate recycling through its curbside pick-up program. By 1990, more than 10,000 communities in America had some type of public recycling program. In 1995, California started the single-stream recycling program. The use of single-stream curbside recycling programs rose significantly in the early 2000s, with 20% of communities using single-stream systems in 2005, to 64% in 2010. Since then, many cities not only have adopted such curbside programs but have defined long-term zero-waste goals. Today, an average of approximately 34% of waste is either reused, composted, or recycled.

The availability of curbside recycling programs varies throughout the country, as does their success. In fact, recycling programs have risen and fallen many times over the years as prices for recyclable and virgin materials fluctuate with the economy, consumer preferences shift (e.g., there is less demand for printed newspapers), and global trade policy changes. The current market slump in prices for recyclables has been caused by the decision of China to establish specifications (a limit of 0.5 percent contamination) for imported recyclables that is difficult for American recyclers, particularly of mixed materials, to meet. Although there are other Asian markets for recyclable materials, these markets are much smaller and are generally not seen as a sustainable option. Recyclers are now having to find new regional markets for materials; some have, at least temporarily, had to landfill mixed paper and plastics

until new markets are realized. Other options for recycling have included reuse (e.g., Boise collects glass that is crushed and reused as an industrial abrasive), or burning for energy (e.g., Lakeshore sends Valley County's plastics to a kiln to be burned for energy).

Although markets for recyclable material are constantly changing, McCall and Valley County are in a unique position to consider current market conditions and a strong public desire in creating a sustainable recycling system. There are several key questions that the City has to consider in its decision-making process:

- The level of community support for a particular type of program or a program at all;
- The environmental benefits to our local community;
- The challenges of recycling in a rural community; and
- The political will to make difficult financial choices.

This report starts with a review of the state of recycling at the national level to better understand what types of materials and products make-up the lion's share of municipal solid waste (MSW), and how much recyclable material is actually being recycled around the country. Next, the report describes several types of recycling programs in communities around Idaho and the pros and cons of each type of program. Finally, the report reviews different options for McCall, listing the advantages and disadvantages of each type of recycling program.

II. National Overview of Municipal Solid Waste Generation, Recycling, and Disposal

In 2015, Americans generated 262 million tons of municipal solid waste (MSW). Per capita generation of MWS has been fairly steady since the 1990s, with each person generating an average of 4.5 pounds per day. Although total MSW generation per capita has leveled off since its peak in 2000, total MSW generation has steadily increased from when data began being collected in 1960.

The rate of recycling and composting dramatically increased through the 1990s, but has, however, leveled off in the last decade to 34.7% (25.9% recycled and 8.8% composted). Approximately 12.8% of MSW is diverted from landfills and combusted for energy, leaving approximately 52.8% of MSW generated going to landfills.

To get a full picture of MSW generation and ultimately recycling, it is important to distinguish between the material (i.e., paper, plastic, metal) and the product. The U.S. Environmental Protection Agency defines different MSW product categories as follows:

- Containers and packaging: products with a life of less than one year and limited to containers and packaging, e.g., food and soda cans, plastic wrapping and food containers, paper packaging;
- Non-durable goods: products that last less than three years, e.g., paper products (newspaper), clothing, diapers, trash bags, cups, utensils, household items, and medical devices;
- Durable goods: products that last more than three years, e.g., furniture and appliances;
- Food
- Yard trimmings/landscape waste

Nationally, containers and packaging represent the largest portion (approximately 30%) of MSW generated. Compostable waste (food and yard trimmings) represent 28.2% of MSW generated. Non-durable and durable goods each make up about 20% of MSW generated. With respect to materials,

paper and paperboard are the largest component of MSW generated (25.9%) with food (15.1%) and yard trimmings (13.3%) coming in second.

The rates of recycling vary between the different recyclable materials. Table 1, *see* Appendix, shows data compiled by the U.S. Environmental Protection Agency for the amounts, by percent, of particular waste materials that are generated and recycled.

III. Recycling in Select Idaho Communities

A. Boise's Single-stream Curbside Recycling Program

i. Demographics¹

According to the United States Census Bureau, Boise has a total area of 80.05 square miles. The 2010 census data estimated the population to be 205,671 inhabitants with a density of 2,591.6 inhabitants per square mile. Boise has 85,704 households and a total of 92,700 housing units at a density of 1,168.1 housing units per square mile.

ii. Recycling Program

Boise's single-stream curbside recycling program is available to both residential and commercial customers and is run in conjunction with its trash service. Trash service is mandatory, although curbside recycling is not. Rates for standard curbside service of three 95-gallon carts (trash/recycling/compost) is \$18.64 per month and \$17.54 per month for smaller bins. Trash service only (one 95-gallon bin) costs \$28.64 per month. A separate cart for monthly curbside glass recycling is an additional \$6.06 per month. Free glass drop-off centers are available throughout the City. Glass is not recycled, but ground up and reused as an industrial abrasive. Boise recently implemented the new EnergyBag Program where plastics #4-7 are collected in special bags, placed in the curbside bin, and repurposed into high-value fuel. One report cited that over 54,000 pounds of plastics were collected in two months through the EnergyBag Program. Boise's recycling program is currently subsidized by the City at \$80,000 per month.

Aside from #4-7 plastics, Boise contracts with Republic Services to collect material curbside, bale it, and haul it to Western Recycling. Western Recycling purchases the mixed material and sorts, markets, and ships the recyclable material to different markets. Nos. 4-7 plastics are collected in special bags and sent to the Hefty EnergyBag Program. Boise's program does not recycle #3 plastics, single-use water bottles (#1), or clam shell containers (#1).

The following materials are collected curbside:

- Aluminum/tin cans, foil
- Mixed paper (**no** to-go cups, frozen dinners, dairy or juice cartons)
- Cardboard
- Plastics #1-2 (**no** single-use water bottles or clamshell containers)
- Plastics #4-7 (including film plastics, collected in special bags and placed in curbside bin)

Glass is collected either curbside in separate carts at an additional cost, or a community drop-off center.

¹ See Table 2, Appendix, for a comparison of the demographics of each local community discussed in this section.

Collected material consists of the following composition:

- Mixed paper - 50%
- Cardboard - 28%
- Plastics (#1, 2) - 2%
- Plastics (#3-7) - 6%
- Aluminum/tin - 3%

The contamination rate is approximately 11%.

iii. Education

Boise is re-evaluating its educational message in order to reduce contamination. China's ban on certain plastics and new, strict standards on mixed paper have had a serious impact on Boise's ability to sell its recyclable material. In the domestic market, contamination reduces the rate that recyclers will pay for a given product. If high enough, contaminated material may have to be completely discarded. Rather than focusing on just what is recyclable, Boise is pushing its educational efforts to focus also on what is not recyclable and eliminating the prior negative message that putting something in the trash is bad. The new mantra for Boise, as well as other recycling programs around the country, has become "When in doubt, throw it out."

iv. Conclusion

Pros of single-stream curbside programs:

- Single-stream curbside recycling programs have shown to substantially increase public participation in recycling, largely due to the convenience.
- In addition, cities with such programs, as opposed to drop-off centers, have the ability to either make recycling mandatory, or provide strong financial incentives to participate by, for example, by charging more for trash service when recycling is not selected as an option.

Cons of single-stream curbside programs:

- One of the largest negative outcomes of the convenience of single-stream curbside programs is that the contamination rate tends to be high—about 25% for most major cities. Boise's contamination rate is relatively low at 10%. Investment in a strong educational program is a key factor in reducing contamination rates.
- Due to China's new policies regarding imported recyclable material, the market for recycling has changed substantially. Recyclers are struggling to find markets for bales of mixed recyclable material, and where markets exist, prices are very low. Sorting mixed recyclables is both expensive and inefficient.
- In rural areas, curbside service can be challenging financially if the service is not mandatory, collection routes are long, and few people are serviced over those routes. Thus, it is important to understand the demographics of the municipality to see if a curbside option can be financially sustainable.

B. Blaine County's Multi-stream and Drop-off Recycling Program

i. Demographics

Blaine County has a total area of 2,661 square miles. As of the 2010 census, the population was 21,376 inhabitants with a density of 8.1 inhabitants per square mile. There are 8,823 households and a total of 15,050 housing units at a density of 5.7 housing units per square mile.

The City of Hailey is Blaine County's largest population center with 7,960 inhabitants. Hailey has a total area of 3.65 square miles with a density of 2,180.8 inhabitants per square mile. There are 3,065 households and 3,527 housing units with a density of 966.3 units per square mile.

The City of Ketchum is Blaine County's second largest population center with a total area of 3.08 square miles. As of the 2010 census, the population of Ketchum was 2,689 with a density of 881.6 inhabitants per square mile. Ketchum has 1,431 households and 3,564 housing units with a density of 1168.5 units per square mile.

ii. Recycling Program

Blaine County runs the 15-year old recycling program for the County and incorporated municipalities. The program consists of multi-stream, residential curbside pick-up program in incorporated municipalities in conjunction with recycling drop-off centers within the County. Currently, trash as well as the curbside recycling program are mandatory within municipalities, and voluntary for County residents. Mandatory trash service in municipalities is about \$24.00 per month and recycling service is provided at no monthly charge. The County also recovers funds for keeping recyclable material out of the transfer station (\$5 per ton diverted from the transfer station) and from selling its recyclable material to recyclers. Currently, aluminum is the most valuable commodity. There is a negative cash flow for recycling plastic film. Selling other plastics recovers the costs of shipping. Currently, the program has been just above breaking even for the last five years.

Blaine County contracts with Clear Creek Disposal to collect recyclables curbside in a multi-compartment truck. Clear Creek hauls the material to a recycling center. Metal cans are sorted into ferrous (tin) and non-ferrous (aluminum) cans using a magnetic conveyor belt. Plastics and mixed paper are not sorted. There are separate buyers for each commodity. Plastics and paper are baled and shipped out to recyclers. Metal cans are typically picked up at will by a metal recycler at the Blaine County recycling center. Currently, Blaine County has domestic buyers of all its products except for mixed paper. Mixed paper is currently being sent to a landfill until Blaine County can find a domestic buyer. Collected glass is sent to a special landfill for inert materials.

The following materials are collected curbside in three separate bins:

- Aluminum/tin
- Mixed paper (no milk or juice cartons, no corrugated cardboard)
- Plastics #1-5

The residential curbside program does not collect corrugated cardboard, but there is a curbside program for businesses for cardboard only. Community drop-off centers collect corrugated cardboard (residential or business) and glass. The program also runs a route once a week to collect plastic film recycled at supermarkets. The Blaine County Recycle Center also accepts the following materials or products for recycling or reuse: computers, power supplies, and peripheral electronic

devices (no TVs); household and all rechargeable batteries; motor oil; mercury thermometers and thermostats; and residential household hazardous waste.

Collected material consists of the following composition:

- Mixed paper - 20%
- Cardboard - 70%
- Plastics (#1-5) and metal cans - 10%

The contamination rate is unknown.

Approximate 425,000 pounds (213 tons) of recyclable material is collected per month. Blaine County belongs to the seven-county Southern Idaho Solid Waste District.² In 2002, the District recycled 2,357 tons of material.

iii. Education

Blaine County's recycling program earmarks a certain amount of funds for educational purposes. Education efforts currently have not been very strong.

iv. Conclusion

Pros of multi-stream curbside and drop-off center program:

- Multi-stream curbside collection is easy and convenient for residents and most likely increases the rate of recycling within the community. It is also likely to decrease rates of contamination since it is user sorted, though that is not known to be case.
- Through mandatory trash service, Blaine County municipalities can have a high participation rate in recycling.
- Collection of recyclable material in open bins can make enforcement of sorting easier. Open bin system allows those collecting recyclable material to reject bins that are visibly contaminated with trash or inappropriately sorted.
- Although there currently are some market challenges, particularly with mixed paper, sorted recyclable material is sold at a higher price, thus making Blaine County's program more financially sustainable.
- By using a combination of curbside pick-up in more dense areas, and drop-off centers throughout the County, the program probably increases participation rates but keeps costs down while still servicing the entire County.
- In areas where tourism is high, curbside programs will capture recyclable material from non-residents. Moreover, a multi-stream system will make it easier for visitors to recycle the correct materials.

Cons of multi-stream curbside and drop-off center program:

- Some sorting may have to be done depending on what material is collected. For example, Blaine County collects tin and aluminum in one bin, and sorts metals on-site at its recycling center. However, sorting metals is relatively easy.

² The District includes Blaine, Cassia, Gooding, Jerome, Lincoln, Minidoka, and Twin Falls Counties.

- It is difficult to collect cardboard curbside with this residential program, and cardboard is only collected at drop-off centers. Cardboard is a valuable commodity and should not be recycled with mixed paper.
- Collection of plastics is still mixed, and given the myriad of plastic products, the material is likely to still be contaminated with inappropriate (non-recyclable) plastic material.

C. Adams County's drop-off center recycling program

i. Demographics

Adams County has a total area of 1,370 square miles. As of the 2010 census, the population was 3,976 inhabitants with a density of 2.9 people per square mile. There are 1,748 households and a total of 2,636 housing units at a density of 1.9 units per square mile.

Council is Adams County's largest population center with 839 inhabitants. Council has an area of 1.03 square miles with a density of 839 people per square mile. There are 360 households, and a total of 476 housing units at a density of 476 housing units per square mile.

New Meadows occupies 0.53 square miles and has a population of 496 with a density of 953.8 people per square mile. There are 201 households and 264 housing units at a density of 507.7 housing units per square mile.

ii. Recycling Program

Adams County operates two recycling centers located in New Meadows and Council. These centers are open 24 hours a day, 365 days a year, though they are both staffed at regular hours.

Drop-off centers consist of bins that are sorted by material. Materials are baled and shipped to recyclers for processing. To minimize transportation costs, Adams County has negotiated a discount back-haul rate with local trucking companies that make periodic deliveries to McCall.

Both drop-off centers collect the following material:

- Aluminum
- Steel/tin
- Mixed paper
- Cardboard
- Plastics #1-2
- Glass (glass is not recycled, but is crushed and used to weigh down trash at the landfill)

In addition, the Council center accepts antifreeze and motor oil.

The composition of recyclable material is unknown.

The rate of contamination is unknown, but is reported to be very low.

An Idaho Department of Environmental Quality report stated that in 2002, the New Meadows recycling center diverted 153 tons of material from the landfill.

iii. Education

Adam's County has a strong environmental ethic that has propelled its recycling program. Past educational efforts include outreach through brochures, pamphlets, and advertisements in the local newspaper. Adams County has also done significant outreach to local schools.

iv. Conclusion

Pros of drop-off center system:

- Drop-off centers tend to be a free service to patrons, and thus have a very low cost to users as compared to curbside programs.
- Drop-off centers can be designed so that users have to pre-sort materials and, if staffed, can substantially decrease rates of contamination.
- This program cost-effectively reaches a rural community that would otherwise be too costly to have a curbside program.

Cons of drop-off center system:

- Use of drop-off centers is not as convenient as curbside collection, and thus tend to have lower participation rates.
- Use of drop-off centers cannot make recycling mandatory.
- Having the facility staffed and limited hours of operation may exclude certain people from recycling.
- Use of drop-off centers will likely not capture recyclable material from visitors as they are unlikely to know about the centers, and unlikely to take the time to collect recyclable material and drive it down to the drop-off center.
- If not manned or when closed, there is a tendency for people to drop-off other waste and items that can't be recycled.

D. Latah County's single-stream and drop off center recycling program

i. Demographics

As of the 2010 census, Latah County has a population of 37,244 and a total area of 1,077 square miles, with a density of 34.6 inhabitants per square mile. There are 14,708 households in the County, and 15,988 housing units with a density of 14.9 units per square mile.

The City of Moscow, population 23,800, is the County's population center. Moscow occupies 6.85 square miles, with a density of 3474.5 inhabitants per square mile. There are 9,180 households and 9,879 housing units in Moscow, with a density of 1,442.2 housing units per square mile.

ii. Recycling program

Latah County provides both single-stream curbside collection (started in 2016) and a public, drop-off recycling center in Moscow, and more limited drop-off locations in areas around the County. Materials at the drop-off locations are pre-sorted by the user.

Trash service in Moscow is mandatory and costs between \$20.50 and \$32.50 per month depending on the cart size. Although recycling is not mandatory, there is a mandatory fee to residential and

commercial entities of \$4.90 per month. Apartments and condos pay a monthly fee per unit. Recycling fees are collected as part of the refuse rates. The program is not subsidized but all County residents pay \$1.30 per month for access to the City-owned recycling center.

The County has a franchisee, Latah Sanitation, which provides curbside recycling collection. Latah Sanitation bales the single-stream materials and then ships them to a materials recycling facility (MRF) in Seattle, owned by Republic Services. Latah Sanitation retains any revenues from the recyclables or pays the difference, if revenues are negative. The City of Moscow pays Republic Services the processing costs of \$73.93 per ton.

The following materials are collected curbside and at County drop-off centers:

- Plastic #1-7
- Metal, aluminum and tin
- Mixed paper (no milk or juice boxes)
- Cardboard

The following materials are collected at the Moscow Recycling Facility:

- Plastic #1-7
- Metal, aluminum, and tin, including scrap metal
- Mixed paper
- Cardboard
- Compact fluorescent light bulbs (CFLs)
- Batteries
- E-waste (no appliances)
- Glass
- Motor and cooking oil
- Bicycles
- Books
- Ink and toner cartridges
- Cell phones
- Yard waste

Latah County operates free drop-off centers in more rural areas within the County, Bovill, Deary, Genesee, Juliatta, Kendrick, Potlatch, and Troy. Materials accepted at these facilities include:

- Mixed paper
- Cardboard
- Aluminum
- Steel/tin
- Plastics (Larger than 6 oz.): jugs (such as milk, detergent, and fabric softener), jars (such as peanut butter containers), bottles (such as water, soda, shampoo), dairy tubs (such as butter, cottage cheese, etc.). No lids.
- Glass bottles and jars only

Collected material consists of the following composition:

- Old Corrugated Cardboard = 16.7%
- Old News Paper = 14.5%

- Mixed paper = 48.2%
- High-density polyethylene (HDPE Nat) = 2.4%
- Polyethylene terephthalate (PET)= 3.6%
- Mixed Plastics = 4.7%
- Tin = 4.1%
- Aluminum = 1.1%
- Residue = 4.7%

Single-stream curbside collected recyclable material only accounts for 17% of the total recycling. The remainder is commercial cardboard and source-separated recyclables dropped off at the recycling centers.

The rate of contamination is unknown.

The current amount of material diverted from the landfill is unknown. The 2002 Idaho Department of Environmental Quality report stated that Moscow and Latah County recycled 4,784 tons of material, reused 197 tons, and composted 2,778 tons.

iii. Education

Guided tours at Moscow Recycling and Latah Sanitation are given for community organizations and schools. The tours are designed to inform participants about local waste issues including where our solid waste goes and what waste reduction opportunities are available in our community.

The Recycling Center also moonlights as a venue and people can have events at the facility for price.

V. **Recycling in McCall and Valley County**

i. Demographics

As of the 2010 census, Valley County has an area of 3,733 square miles with a population of 9,862 and a density of 2.7 inhabitants per square mile. There are 4,393 households and 11,789 housing units with a density of 3.2 housing units per square mile.

The City of McCall is Valley County's largest city, with a population of 2,991 and an area of 10.09 square miles. The population density is 324.1 inhabitants per square mile. There are 1,348 households, and 3,581 housing units, with a density of 380 housing units per square mile.

ii. Recycling program

Valley County operates a drop-off center in the Cities of McCall and Donnelly. The County contracts through Lakeshore Disposal to pick up user-sorted recyclable materials from the centers, which Lakeshore takes to a limited processing facility in Lake Fork. Lakeshore then bales plastics, mixed paper, and cardboard and ships them to recyclers. Aluminum and tin are piled and picked up by recyclers. Currently there is no fee for using the recycling center. Trash in McCall is also not mandatory (although it is in Donnelly and Cascade). Trash service in McCall costs between \$12 (bi-monthly service) and \$17 (weekly service) per month. Approximately 1,600 households (out of over 3,500 housing units) are signed up for curbside trash pick-up in McCall and the immediate vicinity. Valley County property owners are charged \$84 per year on their property tax bill for use of the landfill for household solid waste.

Although there are no official recycling rates reported by Valley County or Lakeshore Disposal that the EAC was able to obtain, information from payments made for recyclable materials indicates that approximately 1,280 tons of material was collected for recycling or re-purposing (e.g., burning plastic for energy).³ This represents a trash diversion rate of about 0.1%. Mixed paper and corrugated cardboard represented the majority of material by weight.

Currently, the recycling program is run at a deficit. Records from 2016, show that Valley County paid Lakeshore Disposal approximately \$185,609 in 2016, to maintain the recycling center (monthly fee) and to haul materials (paid per haul) to the Lake Fork recycling facility. Valley County recovered approximately \$83,807 that year from the sale of recyclable material, a majoring from the sale of mixed paper and corrugated cardboard, leaving it with a deficit of about \$101,802. Back of the envelope calculations from the data that EAC was able to obtain indicate that it costs Valley County approximately the same amount per ton (approximately \$75-79 per ton) to recycle material through its program as it does to dispose of it in the landfill.

Both residents and small businesses use the recycling drop-off center. The larger businesses—Albertsons, Ridley’s, and Mays Hardware—that generate a significant amount of recyclable material, cardboard in particular, collect and bale their material and the material is hauled out on company trucks when deliveries are made.

The following materials are collected at the recycling center:

- Mixed paper
- Plastics #1-2
- Cardboard
- Tin cans
- Aluminum cans

Plastics are not recycled but are shipped to a kiln in Salt Lake City where they are incinerated for energy. Albertsons and Ridley’s also offer a plastic bag collection bin.

The composition of recyclable material is unknown, although, as mentioned above, it appears that mixed paper and corrugated cardboard represent the majority of material by weight.

The contamination rate is unknown. It is apparent, however, that plastics in particular have a significant problem with contamination, including plastics of the wrong number and a significant amount of plastic film (bags).

iv. Education

There is very little educational effort by either Valley County, the City, or Lakeshore. Lakeshore recently posted signs on the plastic recycling bins indicating the types of plastics that are appropriate to recycle, but contamination appears to still be a large problem.

³ See Appendix for Valley County data.

V. Recycling Program Options for McCall

This section discusses the various options the City has for different recycling programs, and each options advantages and disadvantages.

A. Valley County Lake Fork Drop-off Center (County-managed)

A Lake Fork drop-off center option is a “do nothing” option for McCall. Valley County has expressed interest in discontinuing the McCall drop-off center, and instead, upgrading the Lake Fork recycling facility to accommodate a public drop-off center, similar to that in New Meadows. Valley County would be financially responsible for upgrading the existing facility, and continue to be financially responsible for collecting and marketing recyclable material (through a service contract with Lakeshore). Valley County would continue to receive revenue generated by the sale of recyclable material. Valley County is considering staffing the drop-off center and having specific hours of operation in order to reduce illegal dumping and control contamination of recyclable material. Valley County does not propose that any sorting of materials would take place. Materials, as collected, would be baled on-site and hauled to a recycler or other end user (e.g., incinerator), or in the case of metals, stored on-site until picked up by a recycler.

The advantages and disadvantages of this option are listed below:

Pros	Cons
<ul style="list-style-type: none">• Little to no financial investment required or financial risk/burden to the City of McCall;• Eliminates issues with unsightly drop-off center and illegal dumping located within the City;• No cost to the public;• User-sorted; likely to decrease contamination (especially if staffed) and thus increase the value of recyclable materials, particularly of plastics.	<ul style="list-style-type: none">• Does not send a message that recycling and building a sustainable community is important to the City;• Lack of ability to manage or mandate recycling within City limits;• Lack of general convenience (compared to curbside) may continue to contribute to a low rate of recycling;• Lack of convenience due to distance (compared to City-located center or curbside) may result in even lower recycling rates among residents and small business;• Lack of convenience (as compared to single-stream) because user must sort material;• Lack of convenience and education will make it unlikely that this option will capture recyclable material from visitors and second-home owners;• Lack of convenience, if staffed and only open during specific hours, can lead to a decrease in the rate of participation in recycling.

B. McCall Drop-off Center (City-managed)

A City-managed drop-off center located within McCall would be similar to what currently exists, except that the City would take on the management and financial responsibility of running the center. McCall would also receive any revenues related to the sale of recyclable materials. This option would require the City to:

- (1) upgrade the existing facility (if current site is chosen), or build a new facility (if new site is chosen);
- (2) determine whether the upgraded or new facility would include the ability to bale and directly sell materials to haulers, or whether materials would be hauled and processed at Valley County’s Lake Fork facility; and
- (3) if processed in Lake Fork, have an agreement with Valley County on the use of the Lake Fork facility and determine how City-collected materials would be managed separately from materials collected at the Lake Fork facility so that revenues can be apportioned correctly.

The advantages and disadvantages of this option are listed below:

Pros	Cons
<ul style="list-style-type: none"> • If properly managed and staffed, may minimize issues with unsightly drop-off center and illegal dumping; • Ability for City to fund drop-off centers through, e.g., user fees or as a utility tax on all property within City limits; • Precedent of use with the public; • User-sorted; likely to decrease contamination (especially if staffed) and thus increase the value of recyclable materials, particularly of plastics. 	<ul style="list-style-type: none"> • Has larger financial investment and risk (as compared to Lake Fork drop-off center) for the City; may run at a deficit like the current program does; • Requires the City to find land for center to be located; • Although this option does send a message that recycling and building a sustainable community is important to the City, not as strong of a message as a curbside program; • Lack of ability to mandate recycling within City limits; • Lack of convenience (compared to curbside) may continue to contribute to a low rate of recycling; • Lack of convenience (as compared to single-stream) because user must sort material. • Lack of convenience and no ability to mandate recycling will make it unlikely that this option will capture recyclable material from visitors and second-home owners; • Lack of convenience, if staffed and only open during specific hours, can lead to a decrease in the rate of participation in recycling.

C. Single-stream Curbside Recycling

Single-stream curbside recycling programs have increased in popularity over the last few decades as recycling and reducing landfill waste as become an important issue for cities. Single-stream curbside programs, such as the Boise or Moscow programs, collect all recyclable materials curbside in one recycling cart. Materials are generally baled as mixed bales and sent to a sorting facility to be processed. Prices for mixed materials, however, has recently dropped significantly due to changes in international trade policy with China. Additionally, the cost of sorting materials is high. Such programs can easily run a deficit.

As with the City-managed recycling drop-off center, the City would need to determine where collected material can be dropped off to be baled and marketed to recyclers.

The advantages and disadvantages of single-stream curbside programs are listed below:

<ul style="list-style-type: none">• Sends a strong message that recycling and building a sustainable community is important to the City• Convenient (compared to drop-off centers) because user does not have to drive anywhere to recycle, and thus tends to increase recycling participation rates;• Convenient (compared to other options), because user does not have to sort materials, and thus tends to increase recycling participation rates and amount of material recycled;• City has ability to make recycling mandatory;• More likely to capture visitor/second-home owner recyclable materials than drop-off center options, especially if made mandatory;• More likely to capture small business materials, if included in a curbside program, due to added convenience as compared to drop-off centers.	<ul style="list-style-type: none">• Has larger financial investment and risk (as compared to Lake Fork drop-off center) for the City; may run at a deficit like many single-stream programs do;• Costly to sort material and requires extensive sorting facility, so material must go to mixed material facility, which may increase shipping distance and thus overall costs;• Mixed material has a low price on the marketplace;• Convenience tends to lead to contamination with non-recyclable waste, decreasing the quality, and thus price, of material to be sold;• May require bear-proof containers for collection, thus increasing costs;• Long-haul routes due to lack of density within the City (as compared to other cities) may increase cost of curbside service;• Most likely will come at a cost to residents.
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D. Multi-stream Curbside Recycling

Multi-stream curbside recycling programs, such as Blaine County's, collect user sorted material in three separate bins. Materials are kept separate and baled separately and sold directly to a recycler. Having the user sort materials before collection significantly reduces costs and increases the price that the material receives in the market. Although not always the case, Blaine County has demonstrated that such a program can run without a deficit.

The advantages and disadvantages of multi-stream curbside programs are listed below:

<ul style="list-style-type: none"> • There is a potential, as shown by Blaine County, to run a financially sustainable program; • Sends a strong message that recycling and building a sustainable community is important to the City; • Convenient (compared to drop-off centers) because user does not have to drive anywhere to recycle, and thus tends to increase recycling participation rates; • User-sorted, thus tends to have less contamination with non-recyclable waste (as compared to single-stream); • User-sorted, thus increases value of commodity in the marketplace (as compared to single-stream); • City has ability to make recycling mandatory; • More likely to capture visitor/second-home owner recyclable materials than drop-off center options, especially if made mandatory. • More likely to capture small business materials, if included in a curbside program, due to added convenience as compared to drop-off centers (except for cardboard). 	<ul style="list-style-type: none"> • Has larger financial investment and risk (as compared to Lake Fork drop-off center) for the City and can run at a deficit; • Usually collection limited to three bins, and usually does not include cardboard (a valuable recyclable commodity), thus requiring a cardboard drop-off center; • Lack of convenience (as compared to single-stream) because user must sort material; • May require bear-proof containers for collection, thus increasing costs; • May require some sorting (i.e., aluminum and steel cans) if collected in the same bin; • Long-haul routes due to lack of density within the City (as compared to other cities) may increase cost of curbside service; • Most likely will come at a cost to residents.
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V. Discussion

The City has a several options, and with each option there are questions that must be answered:

1. Is City willing to be financially responsible for a recycling program?
2. How important is the environmental benefits of recycling and having a recycling program as part of creating a sustainable community to the City of McCall?
3. Which materials are worthwhile to recycle, either financially or environmentally, or both?
4. What financial risks is the City willing to take if a recycling program needs to be subsidized, whether in the short- or long-term?
5. If choosing a curbside program, should the City mandate that all properties have both a curbside trash and recycling service?
6. To what extent can Valley County and Lakeshore Disposal be willing partners to help make a City recycling program work?
7. How much are residents willing to pay for a curbside service, or alternatively, how far are residents willing to drive to recycle?

Answers to these questions are well beyond the scope of this report. We also believe that residents remain largely unaware of the options for recycling, and the advantages and disadvantages for each option. The EAC, thus recommends getting substantial public input through open forums and discussions, following the model used for the sewer consolidation issue, before embarking on any recycling program. Public participation will promote a sustainable decision by recognizing and communicating the needs and interests of all participants, including decision-makers.

REFERENCES:

1. Waxman, O.B. (Nov. 15 2016) The History of Recycling in America is More Complicated Than You May Think , *Time.com*, available at: http://time.com/4568234/history-origins-recycling/?utm_source=emailshare&utm_medium=email&utm_campaign=email-share-article&utm_content=20180917.
2. Goodyear, S. A Brief History of Household Recycling (2018), *The Atlantic: Citylab*, available at: <https://www.citylab.com/city-makers-connections/recycling/#slide-1995>.
3. Miller, C. (Mar. 30, 2018) The “New” Economics of Recycling, *www. Waste360.com*, available at: <https://www.waste360.com/business/new-economics-recycling>.
4. Albeck-Ripka, L, (May 29, 2018) Your Recycling Gets Recycled, Right? Maybe, or Maybe Not, *The New York Times*, available at: <https://www.nytimes.com/2018/05/29/climate/recycling-landfills-plastic-papers.html>.

Appendix

Table 1: Percent MSW Generated, Recycled, Combusted, or Landfilled

Material or Product	% of MSW generated	% recycled	% of all MSW combusted	% of MSW landfilled
Paper/paperboard	25.9	68.6	13.3	13.3
• Boxes	--	92.0	--	--
• Newspaper	--	71.2	--	--
• Non-durable products	--	43.6	--	--
• Containers and packaging	--	26.4	--	--
Glass	4.4	26.4	4.4	5.1
Ferrous metals (steel)	6.9	--	6.4	7.2
• All durable goods	--	27.8	--	--
• Appliances	--	61.7	--	--
• Steel cans	--	71.3	--	--
Aluminum	1.4		1.5	1.8
• Containers and packaging	--	36.4	--	--
• Beer/soda cans only	--	54.9	--	--
Plastics	13.1	9.1	15.9	18.9
• PET bottles and jars	--	29.9	--	--
• HDPE	--	30.3	--	--

Table 2: Comparison of Municipality Demographics*

Community	McCall	Ketchum	Hailey	Moscow	New Meadows	Council	Boise
Area (mi2)	10.09	3.08	3.65	6.85	0.53	1.03	80.05
Population	2,991	2,689	7,960	23,800	496	839	205,671
Density (people/mi2)	324.1	881.6	2180.8	3,474.5	953.8	839	2,591.6
Total households	1,348	1,431	3,065	9,180	201	360	85,704
Total housing units	3,581	3,564	3,527	9,839	264	476	92,700
Density (units/mi2)	380	1,168.5	966.3	1,442.2	507.7	476	1,168.1

*All data taken from 2010 census.

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 18-268
Meeting Date October 25, 2018

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Approve Conditional Use Permit CUP-18-11 for 201 Rio Vista Blvd. Bed and Breakfast</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development	MSB	Originator
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	N/A	Airport		
FUNDING SOURCE:	N/A	Library		
TIMELINE:	N/A	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

A Conditional Use Permit application to operate a bed and breakfast in a residential zone has been submitted to the City. The structure is existing and was once used as the Northwest Passage Bed and Breakfast. The applicant has five individual rooms that will be rented out as well as a sixth two-bedroom suite. The applicant also proposes to utilize the bed and breakfast as their full-time residence. The public access is paved as well as six paved parking spaces. A gravel driveway is available for the residential use as well as seven additional parking spaces.

During their regularly scheduled October 2, 2018 meeting, the McCall Area Planning and Zoning Commission held a properly noticed public hearing and unanimously recommended Conditional Use Permit application CUP-18-11 to the City Council for approval.

Staff Report, Findings of Fact, and application materials are attached.

RECOMMENDED ACTION:

Approve conditional use permit application CUP-18-11 for the 201 Rio Vista Bed and Breakfast as recommended by the McCall Area Planning and Zoning Commission and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

**McCall City Council
Staff Report**

CUP-18-11

*201 Rio Vista Blvd.
Peters' Bed and Breakfast*

October 25, 2018

Applicant: Colby and Jennifer Peters
Agent: Colby and Jennifer Peters
Application: Conditional Use Permit
Zoning: R1 – Residential 1 Acre

Description

A Conditional Use Permit application to operate a bed and breakfast in a residential zone. The structure is existing and was once used as the Northwest Passage Bed and Breakfast. The applicant has five individual rooms that will be rented out as well as a sixth two-bedroom suite. The applicant also proposes to utilize the bed and breakfast as their full-time residence. The public access is paved as well as six paved parking spaces. Another gravel driveway is available for the residential use as well as seven additional parking spaces.

Code Narrative

Per MCC 3.3.02, a Bed and Breakfast is a Conditionally Permitted Use within the R1 – Residential 1 Acre Zone.

Per MCC 3.8.062, one parking space is required for each bedroom as well as each permanent resident.

Comments

Agency –

McCall City Engineer

In an email dated September 18, 2018, the City Engineer stated the following:

1. Based on a review of the building size and paved parking lot area information, it appears that the completed project will include more than 5,000 square feet of impervious surface and will be required to provide first flush water quality treatment measures that conform with the City's drainage management guidelines (DMGs). The project will be required to address sections A, B, C, D, and F of the DMGs with the submittal of a stormwater drainage report, and include provisions for erosion control during construction and periods of ground disturbance. It appears that a depressed retention pond area could be designed to the south of the gravel driveway "loop" to intercept runoff from all pavement and roof areas and to promote stormwater infiltration.
2. Upon preparing the final civil design plans and erosion control plans for construction, the property owner or contractor will need to submit a signed stormwater application (attached)

and a stormwater drainage report prepared in accordance with the City's DMGs for review and approval prior to the issuance of the building permit. The erosion control plans should be included with the stormwater drainage report.

3. The driveway slope is not labeled on the site plan submitted. The maximum driveway slope allowed per City Code of 15%. Please provide the existing driveway slope with the plans submitted for the building permit.
4. If any modifications are proposed to the existing water service or water meter size, the project may be subject to additional Water Capitalization Charges prior to issuance of a building permit.
5. Field verification that all erosion control and stormwater management components have been implemented will be made by the City's building official and will be a condition of receiving the final certificate of occupancy.

Based on this initial review, it appears likely that the project will conform to the City's Public Works and engineering requirements.

Idaho Transportation Department (ITD)

In a letter dated September 4, 2018, ITD stated they had no objection to the application.

McCall Fire

In an email dated September 5, 2018, McCall Fire stated they had no objection to the application.

Idaho Department of Lands (IDL)

In an email dated September 6, 2018, IDL stated they had no comments on the application.

Payette Lakes Recreational Water and Sewer District (PLRWSD)

The application was distributed to the PLRWSD more than thirty (30) days prior to the October 2, 2018 McCall Area Planning and Zoning Commission meeting. In an email dated September 10, 2018, PLRWSD stated they had no comments on the application.

Public – No public comments have been received, however, one neighbor testified in favor of the application during the public hearing.

Commission Findings

The Commission hereby makes the following findings:

1. The project is in general conformance with the Comprehensive Plan.
2. The project does not jeopardize the health, safety or welfare of the public.
3. The project conforms to the applicable specifications outlined in the City of McCall Design Guidelines as well as all other applicable requirements of the Zoning.

Conditions of Approval

1. Prior to issuance of a business license, the applicant shall obtain final engineering approval.

2. Pursuant to McCall City Code (MCC 3.16.08), design review approval shall lapse and become void whenever the applicant has not applied for a building permit within one year from the date of initial approval.

IN RE:)
)
) **McCALL CITY COUNCIL**
PETERS' B&B) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
Conditional Use Permit) **DECISION**
)
)
Application Number:)
CUP-18-11)

FINDINGS OF FACTS

Applicant: Colby and Jennifer Peters

Representative(s): Colby and Jennifer Peters

Application: A Conditional Use Permit application to operate a bed and breakfast in a residential zone. The applicant has five individual rooms as well as a sixth two-bedroom suite that will be rented out.

Location: McCall Acreage of the E ½ of the SW ¼ of the NW ¼ of the NW ¼ of S17, T18N, R3E, B.M., City of McCall, Valley County, Idaho.

Property Address: 201 Rio Vista Blvd., McCall, ID 83638

Public Notices: Newspaper: The Notice of Hearing was published in the *Star News* on September 13, 2018.
Mailing: The Notice of Hearing was mailed to property owners within 300 feet on September 17, 2018.
Posting: The Notice of Hearing was posted on the subject property on September 17, 2018.

Procedural History: During their regularly scheduled October 2, 2018 meeting, the McCall Area Planning and Zoning Commission held a properly noticed public hearing and unanimously recommended this Conditional Use Permit application to City Council for approval without a second public hearing.

Zoning: R1 – Residential 1 Acre

Property Size: 211,571 sq. ft. (4.86 acres)

Lot Coverage: 6,983 sq. ft. (33% off allowable)

Building Height: The structure is existing, and the height is not proposed to change.

Proposed/Existing Setbacks: Per MCC 3.3.03, the required minimum setbacks in an R1 Zone are 30 ft. front setback, 15 ft. side setbacks, and a 20 ft. rear setback. The existing structure is situated approximately 115 ft. from the front property line, 80 ft. or more from each side property line, and over 400 ft. from the rear property line. No new structures are proposed.

Parking Spaces:

Provided/Existing: The applicant has provided six (6) paved parking spaces for the public use and approximately seven (7) additional gravel or interior parking spaces for private use.

Required: Per MCC 3.8.062, One parking space is required for each sleeping room plus one space for each permanent occupant. The proposed Bed and Breakfast has five individual rooms and a sixth two-bedroom suite available for rent, therefore six spaces are required for the commercial portion of the structure and a minimum of two spaces are required for the residence.

APPROVAL STANDARDS

Title 3, Chapter 13

Conditional Use Permit

A Conditional Use permit shall be granted only if the Commission finds that the use, as applied for, will:

1. **Constitute a conditional use authorized in the zone involved.** Per MCC 3.3.02, a Bed and Breakfast is a Conditionally Permitted use within the R1 – Residential 1 Acre Zone.
2. **Be harmonious with and in accord with the general objectives and with any specific objectives of the comprehensive plan and/or this title.** The project is harmonious with the general objectives of the comprehensive plan by encouraging local businesses that are compatible with McCall and allow employees to live near where they work. It also supports the
3. **Be designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or likely character of the neighborhood, and that such use will not change the essential character of the surrounding area.** The existing structure was previously used as a bed and breakfast several years ago, and no exterior changes are proposed. The owners and operators of the bed and breakfast propose to live there full time as well so it will also be operated and maintained in a manner that is compatible with a single family residential use. During the neighborhood meeting, no neighbors expressed concern about the use changing the essential character of the neighborhood.
4. **Not be detrimental to the health, safety and general welfare of persons residing or working in the neighborhood of such proposed use.** The use will not be detrimental to the health, safety, and general welfare of the neighborhood.
5. **Not cause any substantially harmful environmental consequences to any land or waters within the planning jurisdiction.** The use will not cause any substantial harmful consequences to any land or waters within the McCall jurisdiction.
6. **Not create excessive additional public cost for public facilities and services, and will not be detrimental to the economic welfare of the community.** The use will not create an excessive additional public cost for public facilities and services as it is already being served by public facilities and services.

- 7. Be served adequately by essential public facilities and services including highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools. The applicant may be required, as a condition of approval, to mitigate any deficient public service.** The proposed bed and breakfast is within the City limits and is served by existing water and sewer services, garbage services, police and fire protection, local streets and highways, and within the existing school district.
- 8. Not involve uses, activities, processes, materials, equipment or conditions of operation that will cause unreasonable production of traffic, noise, smoke, fumes, glare, odors or other forms of pollution.** The applicant does not propose any use, activities, processes, materials, equipment or conditions of operation that will cause unreasonable production of noise, smoke, fumes, glare, odors, or other forms of pollution. The number of rooms proposed is not large and will not cause a significant increase in traffic compared to directly permitted uses in the area such as short term rentals sleeping up to nineteen (19) people.
- 9. Have vehicular approaches to the property so designed as not to create a detrimental interference with traffic on surrounding public or private thoroughfares, or adversely affect the pedestrian environment.** The vehicular approaches are existing and no change is proposed.
- 10. Not result in the destruction, loss or damage of an important natural, scenic or historic feature.** No significant exterior changes are proposed, therefore, the use will not result in the destruction, loss, or damage of any important natural, scenic, or historic features.
- 11. Be on a site of sufficient size to accommodate the proposed use, including the yards, open spaces, snow storage, walls, fences, parking areas, loading zones and design standards applicable.** The site is approximate 4.5 acres, and is of sufficient size to accommodate the proposed use, parking, snow storage, open space, etc.

12. Have a minimal negative economic impact on the neighborhood or surrounding community.

The project as proposed will have a minimal negative economic impact on the neighborhood and surrounding community.

DEPARTMENT/AGENCY COMMENTS

McCall City Engineer

In an email dated September 18, 2018, the City Engineer stated the following:

1. Based on a review of the building size and paved parking lot area information, it appears that the completed project will include more than 5,000 square feet of impervious surface and will be required to provide first flush water quality treatment measures that conform with the City's drainage management guidelines (DMGs). The project will be required to address sections A, B, C, D, and F of the DMGs with the submittal of a stormwater drainage report, and include provisions for erosion control during construction and periods of ground disturbance. It appears that a depressed retention pond area could be designed to the south of the gravel driveway "loop" to intercept runoff from all pavement and roof areas and to promote stormwater infiltration.
2. Upon preparing the final civil design plans and erosion control plans for construction, the property owner or contractor will need to submit a signed stormwater application (attached) and a stormwater drainage report prepared in accordance with the City's DMGs for review and approval prior to the issuance of the building permit. The erosion control plans should be included with the stormwater drainage report.
3. The driveway slope is not labeled on the site plan submitted. The maximum driveway slope allowed per City Code of 15%. Please provide the existing driveway slope with the plans submitted for the building permit.

4. If any modifications are proposed to the existing water service or water meter size, the project may be subject to additional Water Capitalization Charges prior to issuance of a building permit.
5. Field verification that all erosion control and stormwater management components have been implemented will be made by the City's building official and will be a condition of receiving the final certificate of occupancy.

Based on this initial review, it appears likely that the project will conform to the City's Public Works and engineering requirements.

Idaho Transportation Department (ITD)

In a letter dated September 4, 2018, ITD stated they had no objection to the application.

McCall Fire

In an email dated September 5, 2018, McCall Fire stated they had no objection to the application.

Payette Lakes Recreational Water and Sewer District (PLRWSD)

The application was distributed to the PLRWSD more than thirty (30) days prior to the October 2, 2018 McCall Area Planning and Zoning Commission meeting. In an email dated September 10, 2018, PLRWSD stated they had no comments on the application.

CONCLUSIONS OF LAW

1. The City of McCall has provided for the processing of Conditional Use Permits, authorized by Section 67-6512, Idaho Code, pursuant to Title 3, Chapter 13 of McCall City Code.
2. Adequate notice of the October 2, 2018 public hearing was provided, pursuant to Section 67-6512, Idaho Code and Title 3, Chapter 15 of McCall City Code.
3. Upon compliance with the conditions noted below, the application meets the Conditional Use Permit Standards set forth in Title 3, Chapter 13 of McCall City Code.

DECISION

THEREFORE, the McCall City Council hereby **approves** this Conditional Use Permit application, provided that the following conditions are met:

1. Prior to issuance of a business license, the applicant shall obtain final engineering approval.
2. This Conditional Use Permit shall be exercised within twelve (12) calendar months of the date of City Council approval.

NOTICE OF FINAL ACTION AND RIGHT TO REGULATORY TAKING ANALYSIS

The Applicant is hereby notified that pursuant to Idaho Code §67-8003, an owner of real property that is the subject of an administrative or regulatory action may request a regulatory taking analysis. Such request must be in writing, and must be filed with the City Clerk not more than twenty-eight (28) days after the final decision concerning the matter at issue. A request for a regulatory takings analysis will toll the time period within which a Petition for Judicial Review may be filed.

Please take notice that this is a final action of the governing body of the City of McCall. Pursuant to Idaho Code §67-6521, an affected person i.e., a person who has an interest in real property which may be adversely affected by the issuance or denial of the application to which this decision is made, may within twenty-eight (28) days after the date of this Decision and Order, seek a judicial review as provided by Chapter 52, Title 67, Idaho Code.

Findings of Fact **adopted** this 25th day of October 2018.

Jackie J. Aymon, Mayor

Attest:

BessieJo Wagner, City Clerk

STATE OF IDAHO,)
 : ss:
County of Valley)

On this _____ day of _____, 20___, before me, a Notary Public, appeared JACKIE J. AYMON and BESSIEJO WAGNER, known, or identified to me to be the MAYOR and CITY CLERK,

respectively, of CITY OF MCCALL that executed the said instrument, and acknowledged to me that they executed the same on behalf of THE CITY OF MCCALL.

(SEAL)

Notary Public for Idaho
Commission Expires: _____

City of McCall
216 East Park Street
McCall, Idaho 83638
P.208.634.7142

LAND USE APPLICATION



Date Received: 8/20/18
Fees Paid: 1200.00

NOTICE OF ADDITIONAL FEES

Land use applications may be subject to engineering and legal review for purpose of addressing compliance and conformance issues. The City of McCall reserves the right to contract these services to private firms. The costs of these reviews are passed on to the applicant. These fees are separate, and in addition to, the City's application and permit fees. Completion of this application signifies consent to these fees.

Please check all that apply:

- # _____ Record of Survey (ROS) - \$420
- # _____ Design Review (DR) - \$300 + \$25/1,000 sq. ft. of new construction (rounded to the nearest 1,000)
- # _____ Scenic Route (SR) - \$300
- # _____ Shoreline or River Environs (SH) - \$300
- # CUP-18-11 Conditional Use Permit (CUP) - \$600
- # _____ Administrative Approval (AA) - \$50
- # _____ Planned Unit Development (PUD) General Plan - \$2,000 + \$75/lot or unit
- # _____ Planned Unit Development (PUD) Final Plan - \$500 + \$75/lot or unit
- # _____ Subdivision (SUB) Preliminary Plat - \$2,500 + \$75/lot or unit
- # _____ Subdivision (SUB) Final Plat - \$1000 + \$75/lot or unit
- # _____ Minor Plat Amendment - \$1,000
- # _____ Variance (VAR) - \$1,000
- # _____ Rezone (ZON) - \$1,500
- # _____ Zoning Code Amendment (CA) - \$750/title
- # _____ Annexation - \$3,000
- # _____ Vacation (VAC) - \$750

Incomplete applications cannot be accepted by the City. Unless otherwise exempted by the Administrator, all Application Requirements must be provided at the time of submission. Please refer to specific application info sheets for more details.

PROPERTY OWNER INFORMATION

Property Owner 1: Colby Peters Email: cspeters76@gmail.com
Mailing Address: 201 Rio Vista Blvd Phone: 208.871.2359
Property Owner 2 (If Applicable): Jennifer Peters Email: petersjenk@gmail.com
Mailing Address: SAME Phone: 208.249.6542

AGENT/AUTHORIZED REPRESENTATIVE INFORMATION

Applicant/Representative: Colby Peters Email: _____
Mailing Address: _____ Phone: _____

PROPERTY INFORMATION

Address(es) of Property: 201 Rio Vista Blvd McCall 83638
Legal Description of Property: E/2 SW/4 NW/4 NW/4, less N. 3ft S17 T18N R3E McCall Acreage
Zoning District of Property: R1 Project Sq. Footage (If Applicable): _____
Impact Area City Limits Residential Commercial

LAND USE APPLICATION CONTINUED

PROJECT DESCRIPTION

Explain the general nature of what is proposed: (please attach supplemental information if needed)

We want to run a Bed + Breakfast out of our existing home

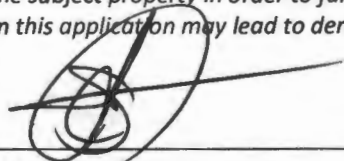
SIGNATURES

The Applicant hereby agrees to pay reasonable attorney fees, including attorney fees on appeal and expenses of the City of McCall, in the event of a dispute concerning the interpretation or enforcement of the Land Use Application in which the City of McCall is the prevailing party.

I certify that I have reviewed and understand the procedures and requirements of the McCall City Code. I give permission for City staff and/or Planning & Zoning Commission members to view and enter the subject property in order to fully review this application. I understand that failure to provide complete and accurate information on this application may lead to denial of this application.

Colby Peters

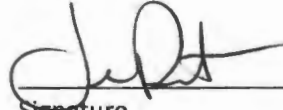
Property Owner 1



Signature

Jennifer Peters

Property Owner 2 (If Applicable)



Signature

Agent/Authorized Representative

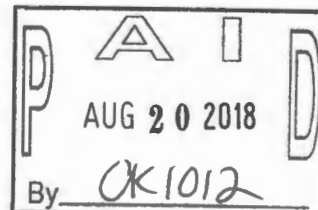
Signature

FOR RECORD OF SURVEY APPLICATIONS ONLY: STATEMENT OF EASEMENT DISCLOSURE

Surveyor

Signature

I hereby certify that I have performed a thorough search for all relevant easements that relate to the subject property and have indicated or referenced these by their instrument number on the provided survey.



\$600.00

Project Description

We are wanting to use the existing home on the property for a Bed and Breakfast. It was the North West Passage Bed and Breakfast at one time and we would like to run it as such again.

The house will have 5 individual rooms to rent. 2 will have full bathrooms, 3 will have a toilet and sink but will share a shower. 2 other rooms will be rented as a 2 bedroom suite with shared full bathroom.

We are remodeling and updating the house as it was in need of repairs and maintenance. We have updated the plumbing and electrical to meet required codes. We are replacing old paneling with sheetrock and paint, updating appliances and fixtures, replacing floor covering, and windows, etc. We are trying to update it and make it more energy efficient without losing its character as much as possible.

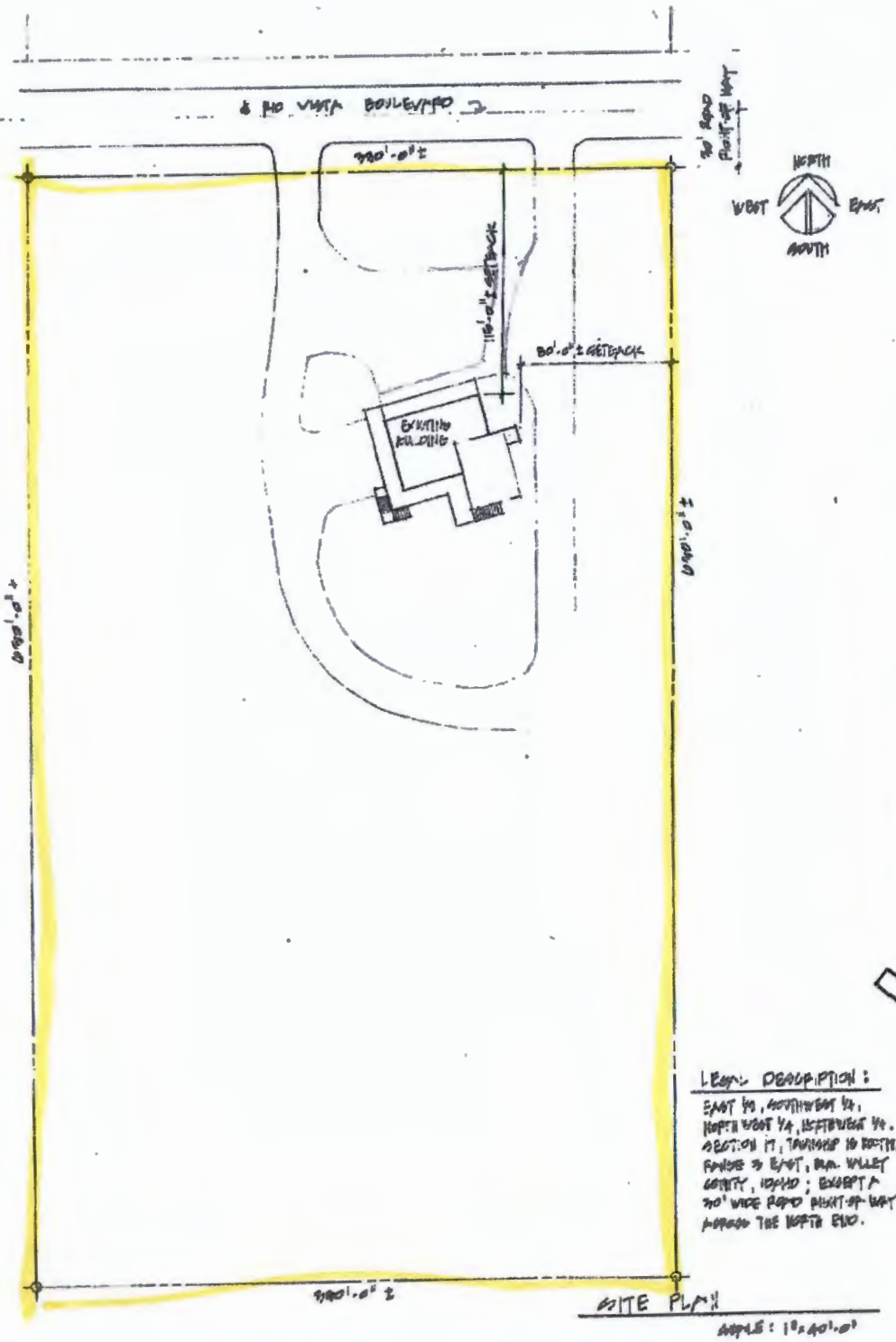
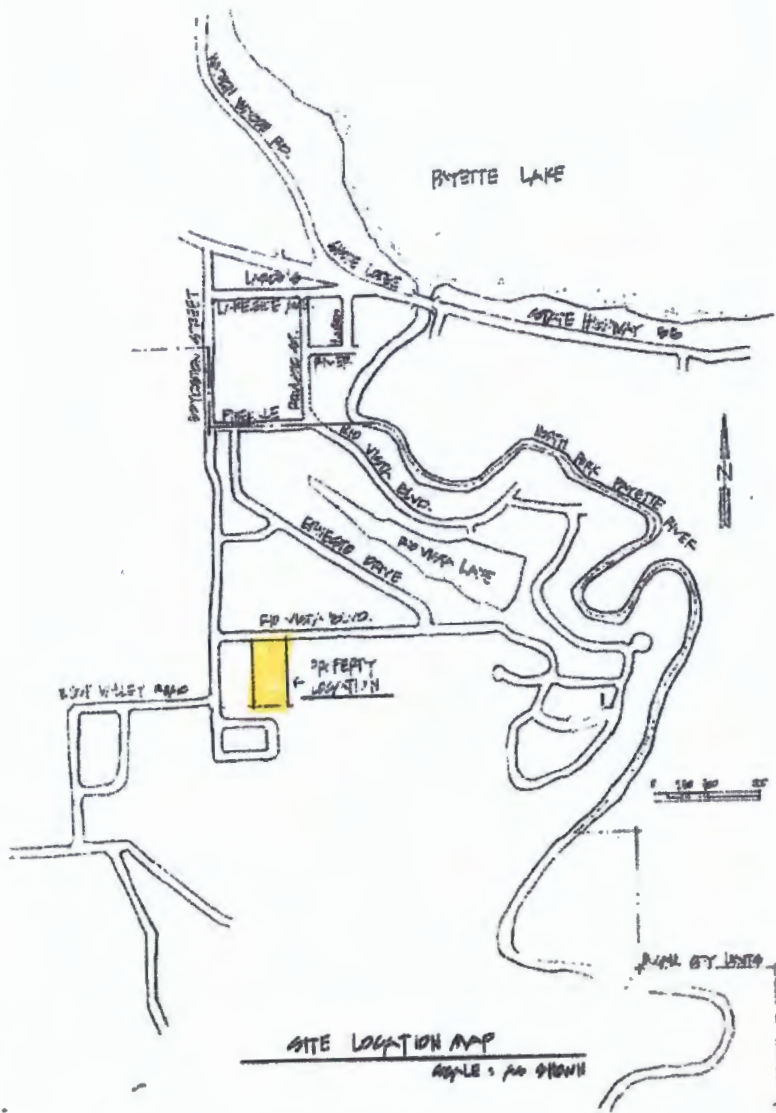
The surrounding area has family cabins and short term rentals. We will look similar as a bed and breakfast being run out of our home.

The existing landscaping seems to be in compliance. We plan to improve the currently landscaped areas as they have been neglected for a long time. Most of the landscaped areas are overgrown with trees and weeds. We plan to get rid of the weeds and any trees that cause a hazard. We plan on planting grass in the back yard area and the front, very small, yard area. We also plan to add flower beds for color and beauty. We don't have any specific plants or flowers in mind at this point, but we will be selective about what we plant. We have already worked hard at reducing the noxious weeds on the property and plan to keep targeting them.

We are improving the existing lighting to make sure it is in compliance by replacing any fixtures as per Title 3.

Criteria of Approval Responses

1. A Bed and Breakfast is a conditional use in the zone.
2. We feel this is harmonious with the comprehensive plan because we will be a locally owned and operated business catering to the naturally occurring visitors to McCall. Also the comprehensive plan has a map showing this lot as most likely to change in the future. We feel this is happening but in a minor way.
3. This application meets the general and specific objects of Title 3. It is an existing home in a zone that a conditional use permit can be applied for, for a bed and breakfast. Everything else is existing and being updated as needed.
4. The proposed use, Bed and Breakfast, is harmonious with the character of the existing neighborhood because it will be run out of our home that looks like just another house in a neighborhood of short term rentals and family cabins.
5. The proposed use, Bed and Breakfast, is harmonious with the appearance of the existing neighborhood because it will be run out of our home that looks like just another house in a neighborhood of short term rentals and family cabins.
6. It will not be detrimental to the general welfare, health, and safety of the neighborhood because it is an existing home and not a lot will change otherwise.
7. The proposed use will not harm land or water of the subject property or adjacent properties because the structure is existing. The use as a bed and breakfast will bring in guests that will be visiting McCall to enjoy the recreation. They will be using a room that is already existing.
8. This is an existing property already serviced by Police, School, Streets, Fire, Water and Sewer. As such it will not add incremental costs to these services or facilities.
9. It will not cause unreasonable traffic, noise, glare or other forms of pollution. We have a small number of rooms to rent so not a large number of people/cars at a time.
10. It will not adversely affect the pedestrian environment because- we have a small number of rooms to rent so the amount of affect will be minimal. We also don't have a large amount of pedestrian traffic in this area.
11. It will not be a detriment to traffic on surrounding streets because of the small amount of rooms attracting a small amount of people at a time. We are also on the bus route and we see this as a perk of staying here and will encourage use of the bus.
12. The use will not affect scenic features because it is existing and not changing any or really near any scenic features it could affect.
13. This proposed use will not affect historic features, also because it is an existing home not near historic features.
14. The house is of sufficient size to accommodate guests as a bed and breakfast with 5-7 rooms available. The property is of sufficient size to accommodate snow storage, open space requirements, parking areas (existing) and landscaping (existing) because it is 4.8 acres.
15. It will not have a negative economic impact on the surrounding neighborhood or community because the property will be maintained and kept nice to keep attracting guests. The guests will spend money in the community which is a positive impact.



LEGAL DESCRIPTION:
 EAST 1/2, NORTHWEST 1/4,
 NORTH WEST 1/4, SECTION 14,
 SECTION 17, TOWNSHIP 10 NORTH,
 RANGE 3 EAST, SAN VALLEY
 COUNTY, IOWA; EXCEPT A
 70' WIDE ROAD RIGHT-OF-WAY
 ACROSS THE NORTH END.

NORTHWEST PASSAGE BLVD & BREAKFAST
 201 RIO VISTA BLVD. MORGAN, IOWA

GREEN STUDIO
 ARCHITECT
 604 S. 10TH ST. MORGAN, IOWA 52559
 (562) 644-7200

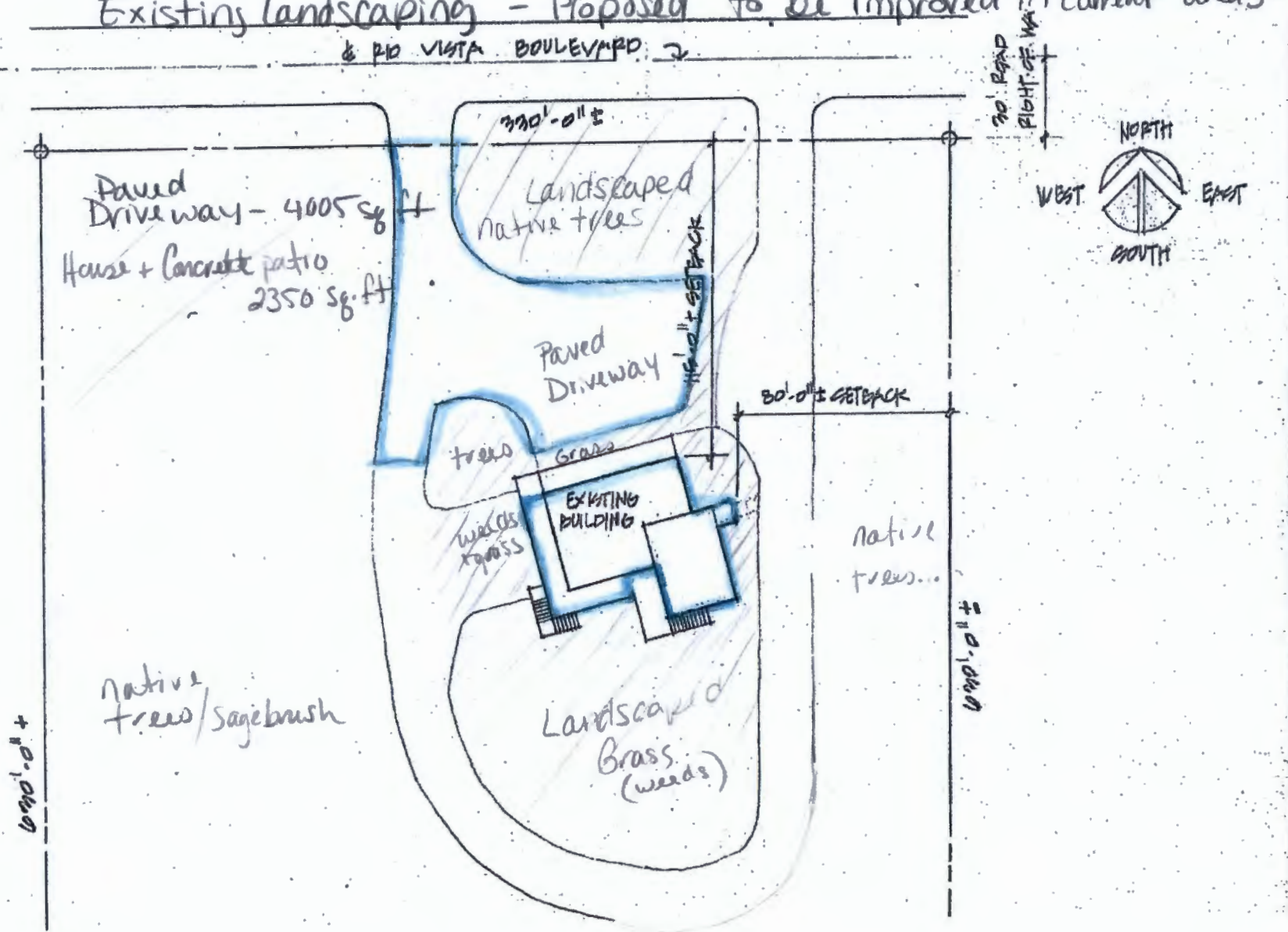
DESIGNED BY: D.K.
 DATE: OCT. 15, 1991
 REVISIONS:
 FEB. 7, 1992

1

Sq. ft. Impermeable areas +

Existing landscaping - Proposed to be improved in current areas.

& RD VISTA BOULEVARD



PAGE BED & BREAKFAST

Exterior
Lighting

330'-0" ±

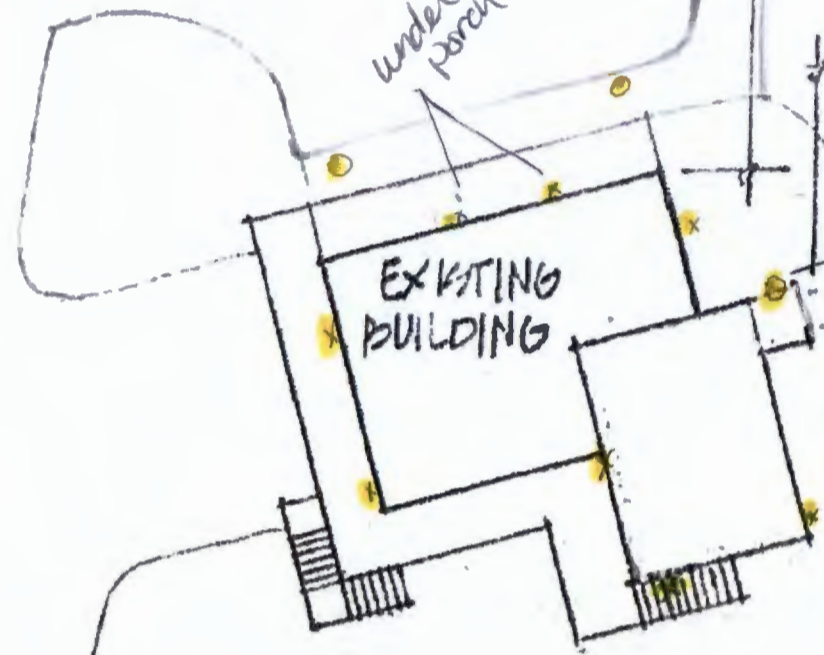
15'-0" ± SETBACK

80'-0" ± SETBACK

under porch

under porch

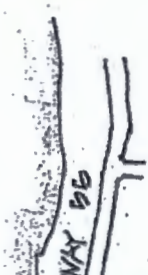
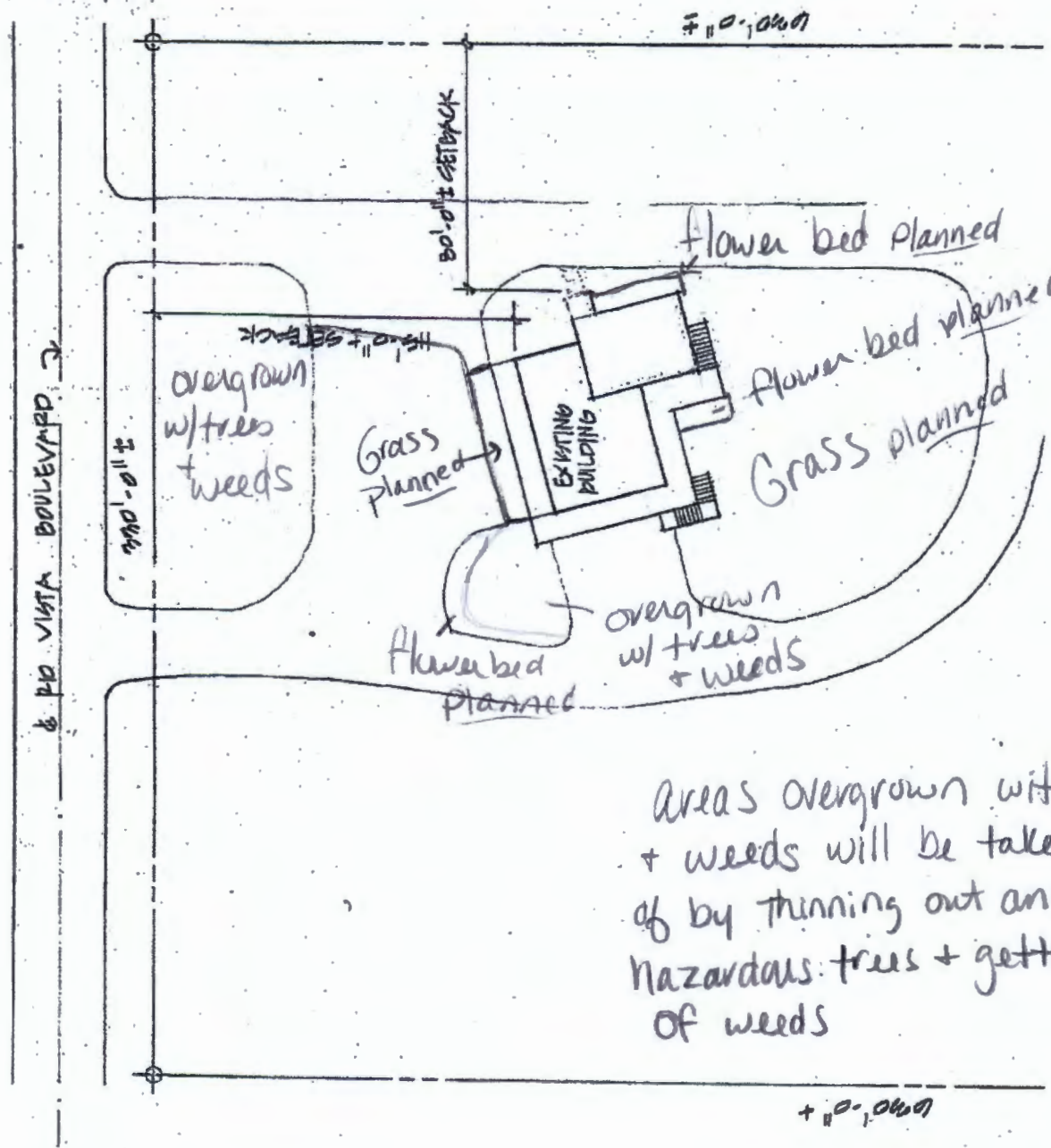
EXISTING
BUILDING

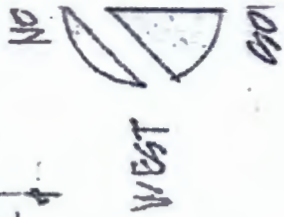


Landscaping



30' ROAD
RIGHT OF WAY

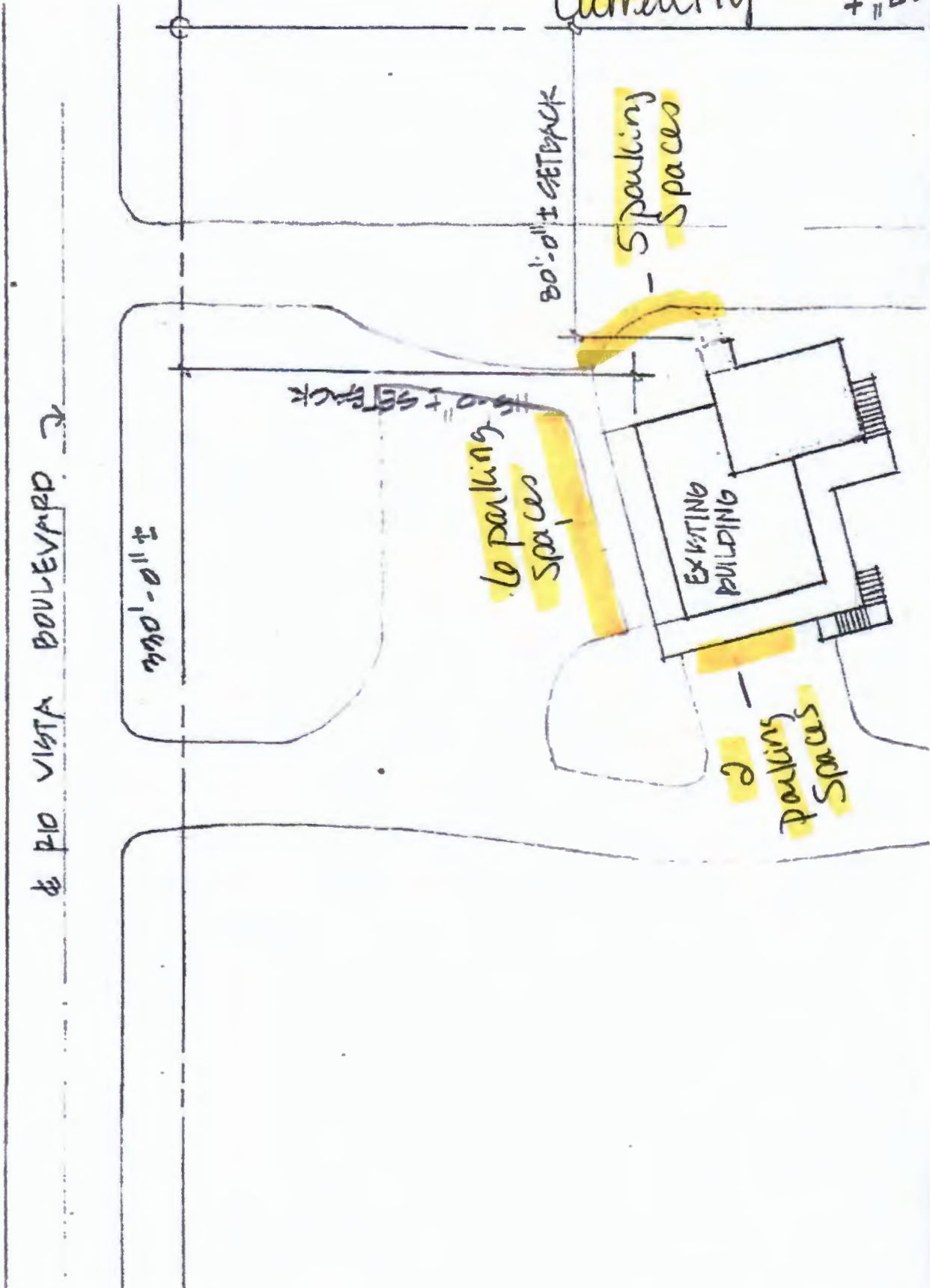




Parking

Approx. 13 spaces available currently

90' ROAD
RIGHT OF WAY



DE PIO VISTA BOULEVARD →

70'-0" ±

10 parking spaces

15'-0" ± SETBACK

80'-0" ± SETBACK

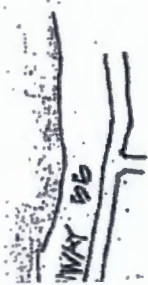
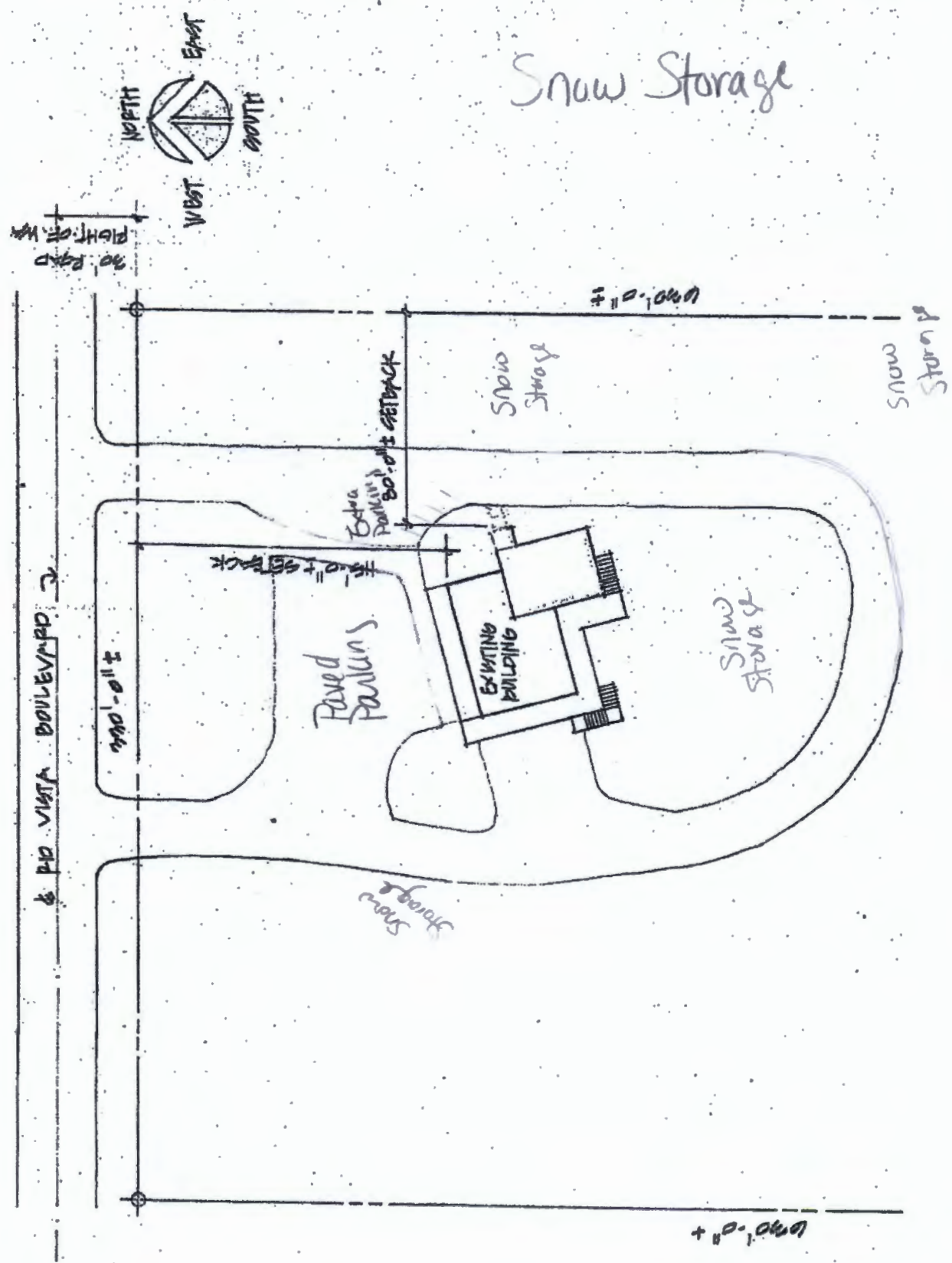
5 parking spaces

EXISTING BUILDING

2 parking spaces

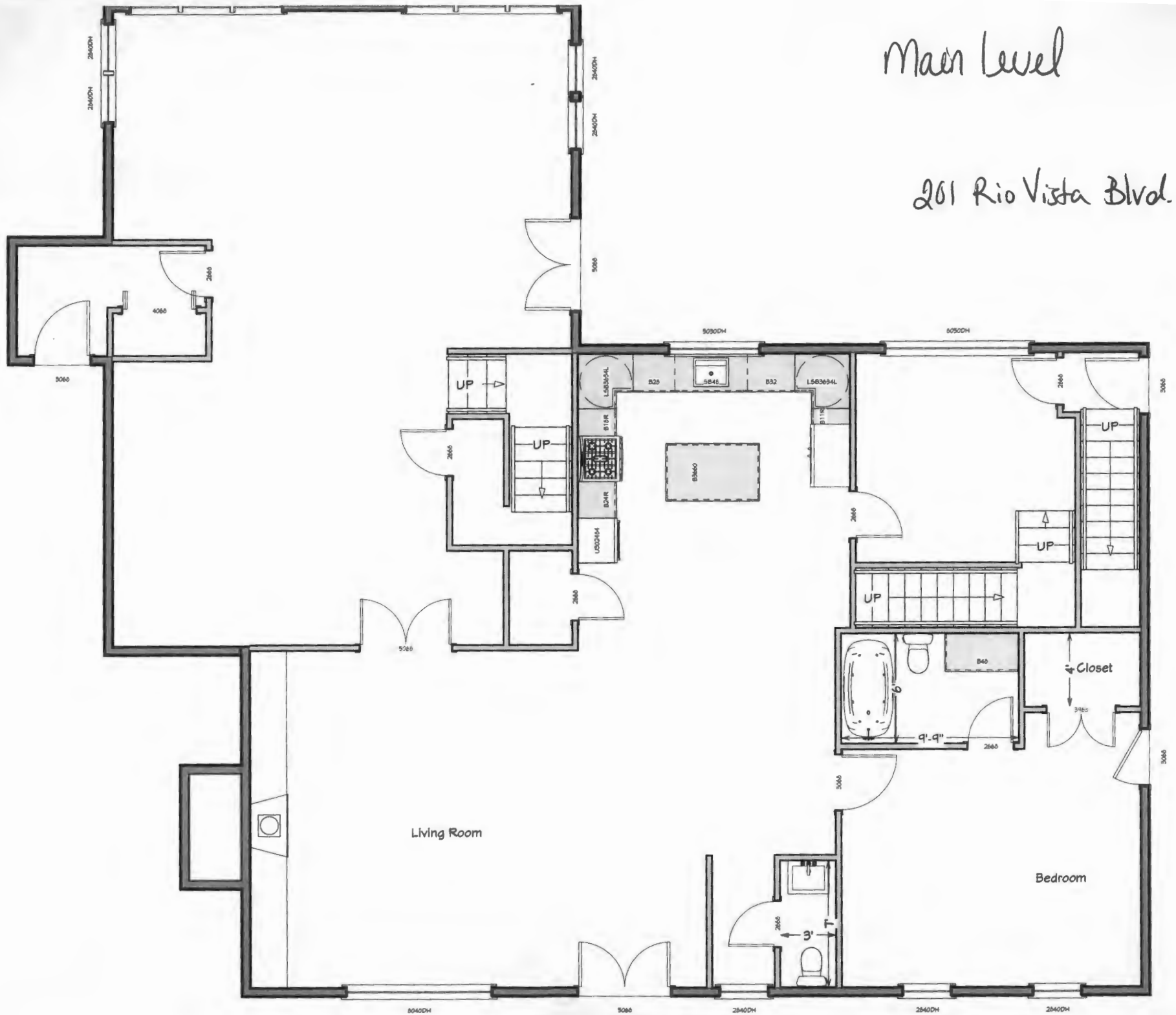
7'-0"

Snow Storage

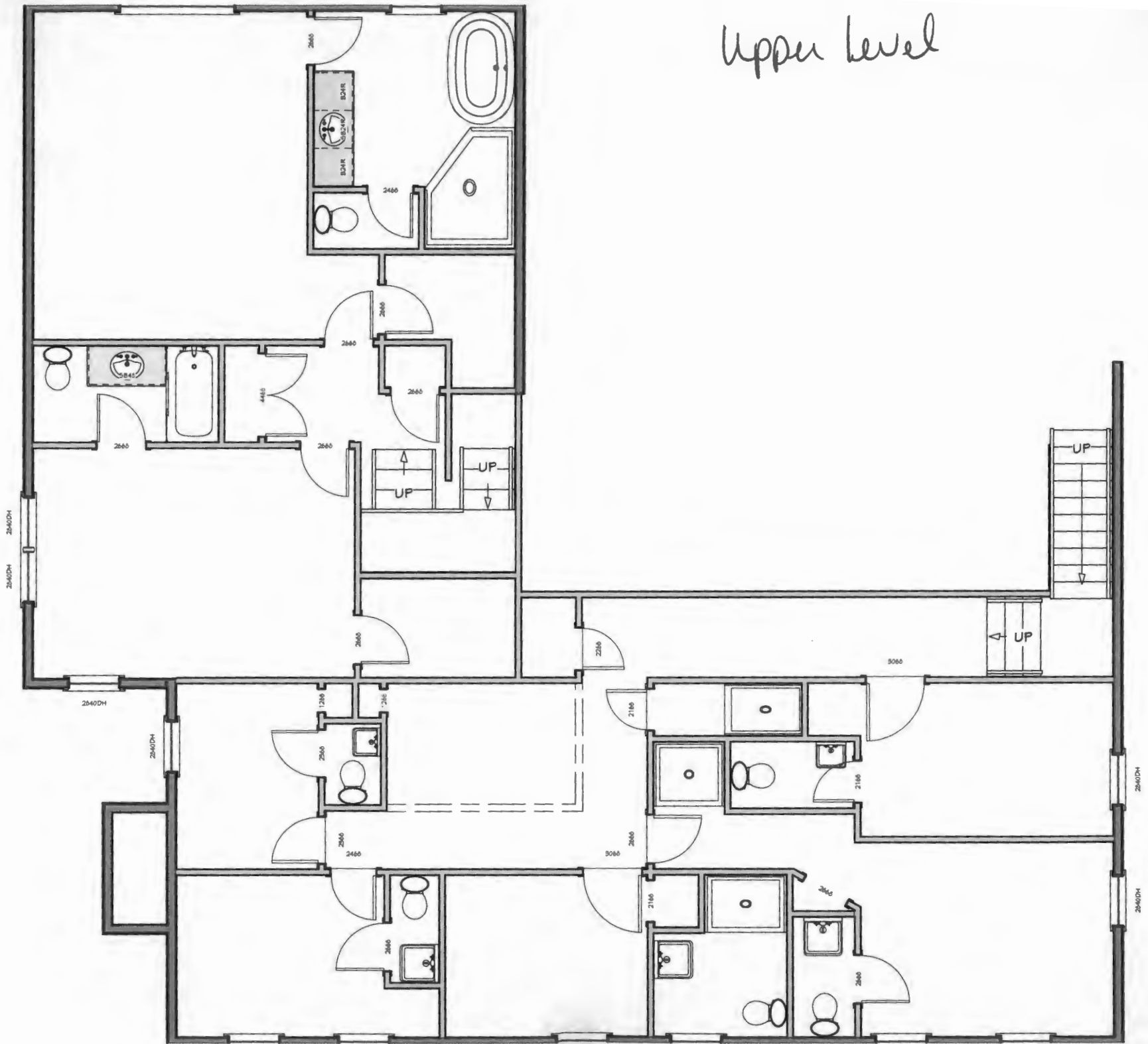


Main Level

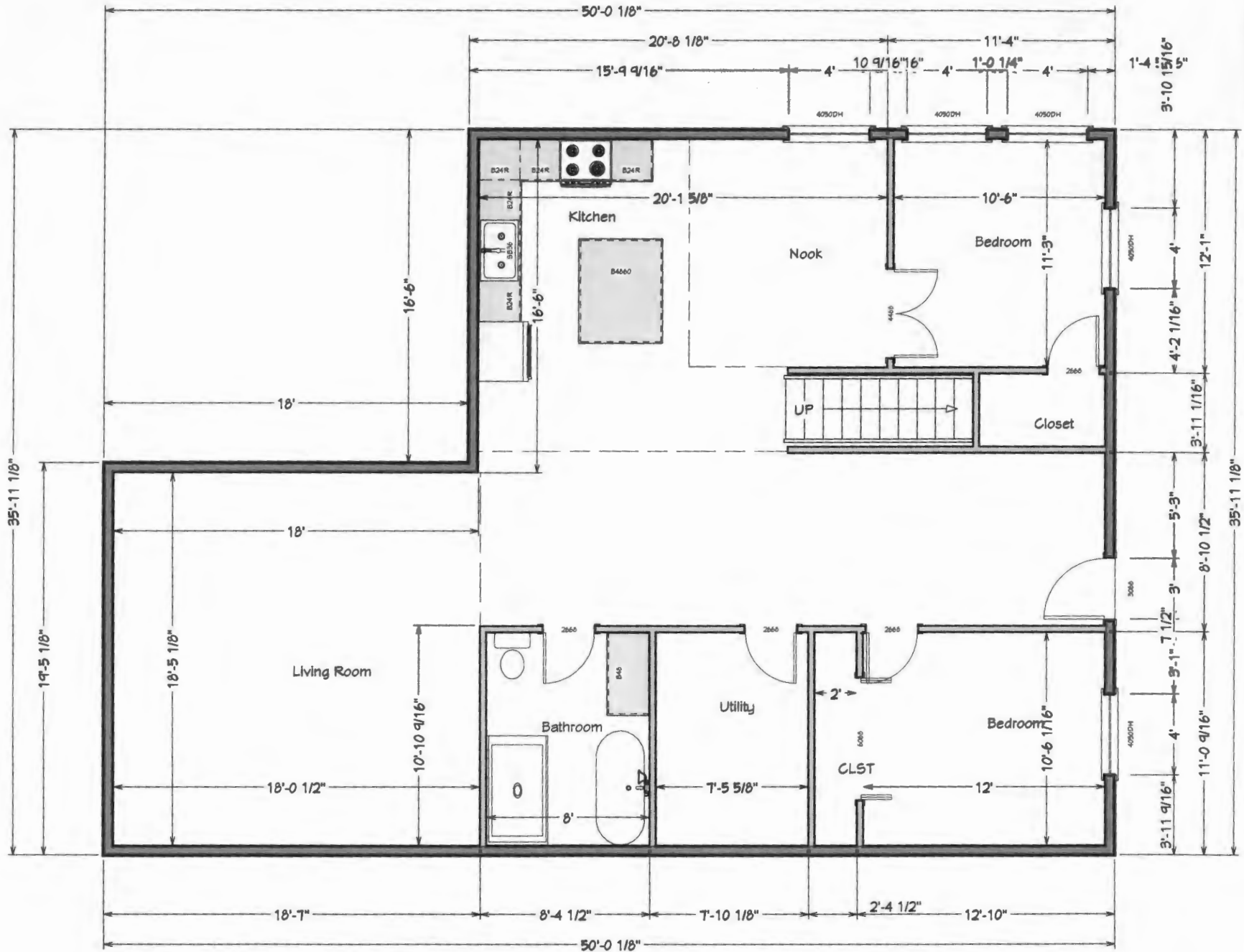
201 Rio Vista Blvd.



Upper level



Basement



LIVING AREA
1500 SQ FT







**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 18-269
Meeting Date October 25, 2018

AGENDA ITEM INFORMATION				
SUBJECT: <i>Appeal of Planning and Zoning Commission Decision: ROS-18-19 Lot 8 Reserve on Payette</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development	MS	Originator
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	N/A	Airport		
FUNDING SOURCE:	N/A	Library		
TIMELINE:	N/A	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

During its regularly scheduled September 11, 2018 meeting, the McCall Area Planning and Zoning Commission unanimously approved ROS-18-19 with conditions including:

1. Prior to recordation, the applicant shall receive final engineering approval: a. City staff met with the applicant and Payette Lakes Recreational Water and Sewer District (PLRWSD) staff in July and expressed the desire to preserve the areas shown as existing and proposed ingress / egress easement along the eastern side of the PLRWSD property for the potential of future roadway and/or pathway connections. This alignment is viewed as the most likely location for a street or pathway connection to the south with Morgan Drive. It is requested that PLRWSD and the applicant work with the City to craft language within the “proposed ingress / egress easement” document to allow this potential connection in the future.

On September 21, 2018, the applicant appealed this condition within 10 days per MCC 3.15.08. The applicant stated that a public access easement could negatively impact the use of his property in the future and claimed that Payette Lakes Recreational Water and Sewer District is adamantly opposed to the City’s easement condition as well.

On October 15, 2018, City staff met with the sewer district to discuss the possibility of a public access agreement and was told that the sewer district board could not schedule the item on their agenda until after the October 25, 2018 City Council Meeting. Staff also met with the applicant and discussed an alternate proposal for public access on the applicant’s parcel, rather than the district parcel, which is being reviewed.

Attached are the staff report, McCall Area Planning and Zoning Commission findings, and survey. Staff recommends that the City Council table the appeal for no longer than sixty (60) days, for further study or hearing.

RECOMMENDED ACTION:

Table the Appeal of Planning and Zoning Commission Decision: ROS-18-19 Lot 8 Reserve on Payette until _____, 2018.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION
---------------------	---------------

**McCall City Council
Staff Report**

ROS-18-19 Appeal of P&Z Decision
*300 Deinhard Ln. and Lot 8 Reserve on Payette
Eckhart Lot Line Adjustment*

October 25, 2018

Applicant: Mike Eckhart
Agent: Droulard Surveying
Application: Lot Line Adjustment – Record of Survey
Zoning: R1 – One Acre Residential and I - Industrial

Description

ROS-18-19 is a Record of Survey application to adjust the westerly side of Lot 8 and the easterly portion of McCall Acreage Tax Parcel number 57. Existing Lot 8 is 104,283 sq. ft. (2.39 acres) and existing Tax Parcel 57 is 1,458,110 sq. ft. (33.47 acres). The applicant proposes to adjust the lot line between the two structures so that the revised Lot 8 is 85,029 sq. ft. (1.952 acres) and the modified Tax Parcel 57 increases by 19,207 sq. ft. (0.441 acres).

During its regularly scheduled September 11, 2018 meeting, the McCall Area Planning and Zoning Commission unanimously approved ROS-18-19 with conditions including:

1. Prior to recordation, the applicant shall receive final engineering approval: a. City staff met with the applicant and PLRWSD staff in July and expressed the desire to preserve the areas shown as existing and proposed ingress / egress easement along the eastern side of the PLRWSD property for the potential of future roadway and/or pathway connections. This alignment is viewed as the most likely location for a street or pathway connection to the south with Morgan Drive. It is requested that PLRWSD and the applicant work with the City to craft language within the “proposed ingress / egress easement” document to allow this potential connection in the future.

On September 21, 2018, the applicant appealed this condition within 10 days per MCC 3.15.08. The applicant stated that a public access easement could negatively impact the use of his property in the future and claimed that Payette Lakes Recreational Water and Sewer District is adamantly opposed to the City’s easement condition as well.

On October 15, 2018, City staff met with the sewer district to discuss the possibility of a public access agreement and was told that the sewer district board could not schedule the item on their agenda until after the October 25, 2018 City Council Meeting. Staff also met with the applicant and discussed an alternate proposal for public access on the applicant’s parcel, rather than the district parcel, which is being reviewed.

Staff recommends that the City Council table the appeal for no longer than sixty (60) days, for further study or hearing, and that Council render a decision no later than their December 13, 2018 regularly scheduled meeting.

Code Narrative

This application was placed on the McCall Area Planning and Zoning Commission's consent agenda, thereby waiving public noticing requirements, pursuant to McCall City Code section 9.1.05.B.2.

Pursuant to McCall City Code (MCC 9.1.05), lot line adjustments are permitted through the Record of Survey process.

3.15.08: APPEAL OR REQUEST FOR HEARING BY AGGRIEVED PERSONS:

(A) Right To Appeal: An aggrieved person may appeal the commission decision, or request a hearing on the commission recommendation, by filing a notice of appeal or request for hearing in writing with the city clerk no later than ten (10) days after the issuance of the findings and conclusions of the commission.

(B) Time Limits For Actions: The council shall hold a public hearing on the appeal and the application appealed within forty five (45) days of the request and shall follow the hearing procedures established in section 3.15.04 of this chapter. When there is no required hearing, the council shall put the matter down on its agenda upon a date certain for the consideration of written and oral arguments; notice of such hearing shall be provided to appellant no later than fifteen (15) days before the hearing; should appellant desire to file written arguments, appellant shall do so no later than five (5) days prior to the hearing.

(D) Council Action: After the hearing has been held, the council may:

1. Grant or deny the appeal or the permit; or
2. Delay such decision for no longer than sixty (60) days after the hearing date for further study or hearing; provided, however, that the council must render a decision no later than sixty (60) days from the date of the hearing. (Ord. 821, 2-23-2006, eff. 3-16-2006)

Comments

Agency –

McCall City Engineer

In an email dated August 31, 2018, the McCall City Engineer stated the following:

1. City staff met with the applicant and PLRWSD staff in July, and expressed the desire to preserve the areas shown as existing and proposed ingress / egress easement along the eastern side of the PLRWSD property for the potential of future roadway and/or pathway connections. This alignment is viewed as the most likely location for a street or pathway connection to the south with Morgan Drive. It is requested that PLRWSD and the applicant work with the City to craft language within the "proposed ingress / egress easement" document to allow this potential connection in the future.
2. It is requested that a 12' Public Utility and Snow Storage easement be dedicated along the Deinhard Lane frontage of Lot 8, and that the easement be shown on the ROS with the instrument number of the recorded document.

3. If revisions to the ROS are made, please prepare and submit the revised digital files (MMG and SPG versions) in accordance with the City's digital data submission standards (DDSS).

Based on this initial review, it appears likely that the project will conform to the City's engineering and GIS requirements.

Payette Lakes Recreational Water and Sewer District (PLRWSD)

The application was submitted to the PLRWSD more than thirty (30) days prior to the September 11, 2018 McCall Area Planning and Zoning Commission meeting. In an email dated July 24, 2018, the sewer district stated that they had no comments on the application.

McCall Airport

In an email dated July 6, 2018, McCall Airport stated they had no comments on the application.

McCall Fire

In an email dated July 6, 2018, McCall Fire stated they had no comments on the application.

Valley County Surveyor

In a letter dated July 16, 2018, the County Surveyor stated that the application complied and recommended approval.

Idaho Transportation Department (ITD)

In a letter dated July 17, 2018, ITD stated they had no objection to the lot line adjustment.

Public – No public comment has been received

Conditions of Approval

1. Prior to recordation, the applicant shall receive final engineering approval.
 - a. City staff met with the applicant and PLRWSD staff in July, and expressed the desire to preserve the areas shown as existing and proposed ingress / egress easement along the eastern side of the PLRWSD property for the potential of future roadway and/or pathway connections. This alignment is viewed as the most likely location for a street or pathway connection to the south with Morgan Drive. It is requested that PLRWSD and the applicant work with the City to craft language within the "proposed ingress / egress easement" document to allow this potential connection in the future.
 - b. It is requested that a 12' Public Utility and Snow Storage easement be dedicated along the Deinhard Lane frontage of Lot 8, and that the easement be shown on the ROS with the instrument number of the recorded document.
 - c. If revisions to the ROS are made, please prepare and submit the revised digital files (MMG and SPG versions) in accordance with the City's digital data submission standards (DDSS).
2. The applicant shall provide the City with a .PDF copy of the recorded survey immediately upon recordation.
3. To complete the Record of Survey, the applicant shall file the appropriate forms with the Valley County Assessor's office.

4. Pursuant to McCall City Code (MCC 9.1.05.B.2.g), this approval shall become null and void if the final plat or survey is not filed with the county recorder within eighteen (18) months of the date of such approval.

IN RE:)
)
Eckhart Lot Line Adjustment)
Record of Survey)
)
)
Application Number:)
ROS-18-19)

**McCALL AREA PLANNING AND ZONING COMMISSION
FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
DECISION**

FINDINGS OF FACTS

Applicant: Mike Eckhart

Representative(s): Droulard Surveying

Application: A Record of Survey application to adjust the westerly side of Lot 8 and the easterly portion of McCall Acreage Tax Parcel number 57.

Location: Lot 8, Reserve on Payette River and Tax Parcel 57, McCall Acreage situate in Section 17, T18N, R3E, B.M., City of McCall, Valley County, Idaho.

Property Address: Reserve on Payette Lot 8 and 300 W. Deinhard Ln.

Public Notices: This application was placed on the McCall Area Planning and Zoning Commission's consent agenda, thereby waiving public noticing requirements. This was done pursuant to McCall City Code section 9.1.05.B.2, which states that the administrator may waive the application of some provisions.

Zoning: R1 – Residential One Unit Per Acre and I – Industrial

Property Size: Existing Lot 8 is 104,283 sq. ft. (2.39 acres) and existing Tax Parcel 57 is 1,458,110 sq. ft. (33.47 acres). The applicant proposes to adjust the lot line between the two structures so that the revised Lot 8 is 85,029 sq. ft. (1.952 acres) and the modified Tax Parcel 57 increases by 19,207 sq. ft. (0.441 acres).

Setbacks: Per MCC setbacks for Tax Parcel 57 in the Industrial Zone are 20 ft. from all street frontages, 20 ft. from the southerly and easterly side property lines

abutting residential zoning, and 10 ft. for the interior westerly side property line. Tax Parcel 57 is the site of the existing wastewater treatment pond, exact setbacks are not provided, however, it appears that the existing structure meets all required setbacks. Lot 8 Reserve on Payette has no existing or proposed structures on it. Setbacks for any future development shall meet MCC 3.3.03 minimum requirements of 30 ft. from the front property line fronting an arterial, side property setbacks of 15 ft., and a rear yard setback of 20 ft.

APPROVAL STANDARDS

Title 9, Chapter 1

Record of Survey

To be eligible for processing under the Record of Survey Procedure, an application for approval of a plat or survey must be signed by all owners and determined by the administrator to meet one or more of the standards set out below:

- 1. A lot line adjustment between two (2) or more existing adjacent parcels, provided:**
 - (1) No additional parcels or building sites have been created, and**
 - (2) The adjustment does not create the potential to further divide either of the two (2) parcels into more parcels than would have been otherwise possible, and**
 - (3) There are no resulting violations of this title or title III of this code. No additional parcels or building sites have been created, the adjustment does not create the potential to further divide any parcel.**

DEPARTMENT/AGENCY COMMENTS

McCall City Engineer

In an email dated August 31, 2018, the McCall City Engineer stated the following:

1. City staff met with the applicant and PLRWSD staff in July, and expressed the desire to preserve the areas shown as existing and proposed ingress / egress easement along the eastern side of the PLRWSD property for the potential of future roadway and/or pathway connections. This alignment is viewed as the most likely location for a street or pathway connection to the south with Morgan Drive. It is requested that PLRWSD and the applicant work with the City to craft language within the “proposed ingress / egress easement” document to allow this potential connection in the future.
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3. If revisions to the ROS are made, please prepare and submit the revised digital files (MMG and SPG versions) in accordance with the City’s digital data submission standards (DDSS).

Based on this initial review, it appears likely that the project will conform to the City’s engineering and GIS requirements.

Payette Lakes Recreational Water and Sewer District (PLRWSD)

The application was submitted to the PLRWSD more than thirty (30) days prior to the September 11, 2018 McCall Area Planning and Zoning Commission meeting. In an email dated July 24, 2018, the sewer district stated that they had no comments on the application.

McCall Airport

In an email dated July 6, 2018, McCall Airport stated they had no comments on the application.

McCall Fire

In an email dated July 6, 2018, McCall Fire stated they had no comments on the application.

Valley County Surveyor

In a letter dated July 16, 2018, the County Surveyor stated that the application complied and recommended approval.

Idaho Transportation Department (ITD)

In a letter dated July 17, 2018, ITD stated they had no objection to the lot line adjustment.

CONCLUSIONS OF LAW

1. The City of McCall has provided for the processing of Record of Survey applications, pursuant to Title 9, Chapter 1 of McCall City Code.
2. The proposed project is eligible for the Record of Survey process as a lot line adjustment.
3. The proposed project meets the dimensional standards for lots in the R1, per Title 3, Chapter 3, and lots in the Industrial Zone, per Title 3, Chapter 5, McCall City Code.
4. Upon compliance with the conditions noted below, the application meets the Record of Survey Procedure requirements set forth in Title 9, Chapter 1 of McCall City Code.

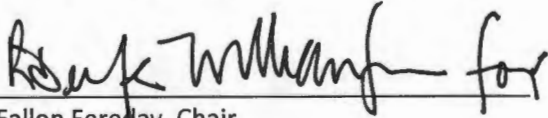
DECISION

THEREFORE, the McCall Area Planning and Zoning Commission hereby **approves** this Record of Survey application, provided that the following conditions are met:

1. Prior to recordation, the applicant shall receive final engineering approval.
 - a. City staff met with the applicant and PLRWSD staff in July, and expressed the desire to preserve the areas shown as existing and proposed ingress / egress easement along the eastern side of the PLRWSD property for the potential of future roadway and/or pathway connections. This alignment is viewed as the most likely location for a street or pathway connection to the south with Morgan Drive. It is requested that PLRWSD and the applicant work with the City to craft language within the "proposed ingress / egress easement" document to allow this potential connection in the future.

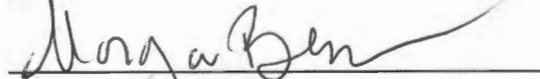
- b. It is requested that a 12' Public Utility and Snow Storage easement be dedicated along the Deinhard Lane frontage of Lot 8, and that the easement be shown on the ROS with the instrument number of the recorded document.
 - c. If revisions to the ROS are made, please prepare and submit the revised digital files (MMG and SPG versions) in accordance with the City's digital data submission standards (DDSS).
2. The applicant shall provide the City with a .PDF copy of the recorded survey immediately upon recordation.
 3. To complete the Record of Survey, the applicant shall file the appropriate forms with the Valley County Assessor's office.
 4. Pursuant to McCall City Code (MCC 9.1.05.B.2.g), this approval shall become null and void if the final plat or survey is not filed with the county recorder within eighteen (18) months of the date of such approval.

Findings of Fact **adopted** this 11th day of SEPTEMBER 2018.



Fallon Fereday, Chair
McCall Area Planning and Zoning Commission

Attest:



Morgan Bessaw, City Planner
City of McCall

This Record of Survey has been reviewed and approved by the City of McCall with respect to its compliance with the Zoning Ordinance and exemption from formal platting; an individual lot shown on this Record of Survey shall be considered a single lot for purposes of City Ordinances. If this record of Survey combines lots shown on a plat or survey of record, separate sale of such separate lots will constitute an illegal subdivision under the McCall City Code.

Accepted and approved this _____ day of _____, 20____
by the City of McCall.

McCall City Clerk

Book _____ Page _____
of Records of Survey

DEINHARD LANE

Found 1/2" rebar w/blue plastic cap marked "CONTROL" identified as "MSD1 REV" in the City of McCall Control Point Network

Found brass cap identified as "McCall/W016" in the City of McCall Control Point Network

I, Joel W. Droulard, a Registered Land Surveyor, do hereby certify that this plat was prepared from notes taken during an actual survey made by me in June of 2018, and that it correctly represents the points, courses and distances as recorded in said field notes.



COMMON OPEN SPACE

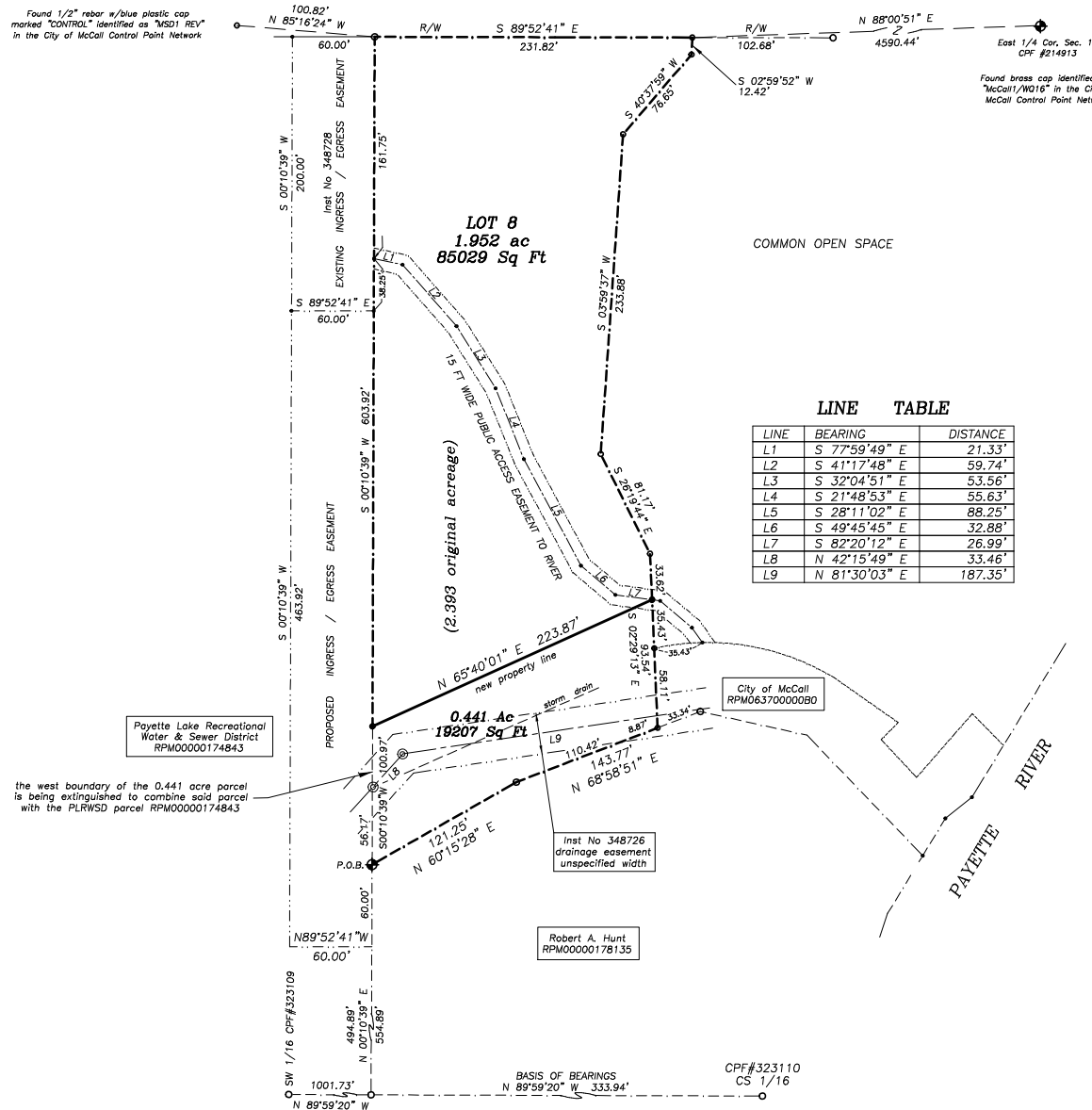
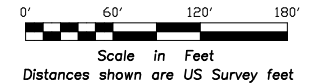
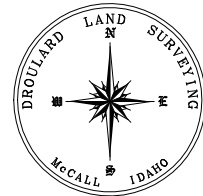
LOT 8
1.952 ac
85029 Sq Ft

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 77°59'49" E	21.33'
L2	S 41°17'48" E	59.74'
L3	S 32°04'51" E	53.56'
L4	S 21°48'53" E	55.63'
L5	S 28°11'02" E	88.25'
L6	S 49°45'45" E	32.88'
L7	S 82°20'12" E	26.99'
L8	N 42°15'49" E	33.46'
L9	N 81°30'03" E	187.35'

LEGEND

- ⊙ Storm Drain man hole
 - Found 5/8 inch dia. rebar
 - Found 1/2 inch dia. rebar
 - ⊕ Found brass cap
 - Set 1/2" x 24" rebar w/plastic cap
 - ⊙ Manhole
 - () Record data in parentheses
- Bearings based on The Reserve on Payette River
Rotate bearings +0°00'27" to State Plane Grid



Payette Lake Recreational Water & Sewer District
RPM00000174843

the west boundary of the 0.441 acre parcel is being extinguished to combine said parcel with the PLRWSD parcel RPM00000174843

Robert A. Hunt
RPM00000178135

RECORD OF SURVEY

situate in Government Lot 7
Section 17, T. 18 N., R. 3 E., B.M.,
for the division of Lot 8, The Reserve on Payette River
Book 12, Page 42 of Plats, City of McCall, Valley County, Idaho
for

MICHAEL R. ECKHART

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 18-265
Meeting Date October 25, 2018

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>Request for approval to submit a Local Rural Highway Investment Program (LRHIP) Grant Application for E. Park Street Reconstruction</i>		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works	MIS	Supporter
		Golf Course		
		COST IMPACT:	\$100,000 (max. grant request amount)	Parks and Recreation
FUNDING SOURCE:	LRHIP Program; remaining project funding from Streets LOT.	Airport		
		Library		
TIMELINE:	Application due November 19, 2018	Information Systems		
		Grant Coordinator	TMS	Originator
SUMMARY STATEMENT:				
<p>The Local Highway Technical Assistance Council (LHTAC), in conjunction with the Idaho Transportation Department (ITD) administers the Local Rural Highway Investment Program (LRHIP) which is intended to assist small cities, counties and highway districts to improve the investment in their roadway infrastructure. Eligible projects include reconstruction of existing roadways. The maximum grant award amount is \$100,000. There is no required minimum grant funding match. This is the same funding source that helped support the 2017 reconstruction of Commerce Street.</p> <p>The grant's project completion timeline (FY20) coincides with the City's planned reconstruction of E. Park Street as part of Phase 2B of the Downtown Core Project. Therefore, the grant request will be targeted toward support of E. Park Street roadway reconstruction.</p>				
RECOMMENDED ACTION:				
Approve submittal of Local Rural Highway Investment Program grant request to the Local Highway Technical Assistance Council and authorize the Mayor to sign all necessary documents.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 18-276
Meeting Date October 25, 2018

AGENDA ITEM INFORMATION

SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>Request to Approve Master Services Agreement between City of McCall and the Idaho Regional Optical Network, Inc. (“IRON”), an Idaho nonprofit corporation.</i>		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
		Airport		
Library				
COST IMPACT:	N/A	Information Systems	CC	Originator
FUNDING SOURCE:	N/A	Grant Coordinator		
TIMELINE:	N/A			

SUMMARY STATEMENT:

Limited access to internet bandwidth in the City is a growing issue. Current providers operating within the City can provide maximum bandwidth up to 1Gig. IRON acts as an intermediary to negotiate and provide “middle mile” internet connectivity and can provide speeds up to 10 Gig. The attached Master Services agreement will allow the City and IRON to agree to most of the terms that will govern future transactions or future agreements. It allows the involved parties to more quickly negotiate future transactions or agreements, because they can rely on the strong foundation of the master agreement for future business, so that the same terms need not be repetitively negotiated. This does not bind the City to a bandwidth contract. Bandwidth services will be requested through a service order. The agreement has been reviewed by the City Attorney.

RECOMMENDED ACTION:

Approve the Master Services Agreement between the City and IRON to allow further discussion related to “middle mile” bandwidth provisioning to the community and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("MSA") is made this 6th day of July, 2018, by and between the Idaho Regional Optical Network, Inc. ("IRON"), an Idaho nonprofit corporation, (herein referred to as "IRON") and the City of McCall, (herein referred to as Associate).

RECITALS

WHEREAS, IRON owns and operates fiber optic network infrastructure throughout Idaho, together with such associated facilities, equipment or services, including but not limited to switches and electronic equipment, necessary or convenient for the purpose of transporting telecommunications traffic, and for other purposes.

WHEREAS, Associate desires to use certain IRON Services.

NOW, THEREFORE, in consideration of the terms, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Scope of Agreement. Services shall be requested by Associate by submitting a completed Service Order. IRON agrees to provide, and Associate agrees to purchase from IRON, subject to the provisions herein, the Services described in each "Service Order" which are attached hereto and incorporated by reference herein. IRON reserves the right to reject, in its sole discretion, any Service Order, or any interconnection with a third party, at any time prior to the written acceptance of a completed Service Order requesting service.
 - 1.1 Service and Price Changes. Unless otherwise specified in Service Order, IRON reserves the right to cancel or change any service offering or alter the prices for individual Services upon 90 days' written notice to Associate.
 - 1.2 Additional Services. With IRON's concurrence, Associate may order additional or different Services, and each such change or addition will be memorialized in a revised Service Order. Each revision of Service Order will be incorporated in this Agreement in the same manner as the original Service Order.
 - 1.3 Other Providers. Associate acknowledges and agrees that certain Services, or components thereof, may be offered by IRON's Associates, underlying service providers, subcontractors or vendors.
 - 1.4 Acceptable Use. Associate agrees to abide by the IRON Acceptable Use Policy, attached as Appendix A.

1.5 Non-Exclusive. This Agreement is non-exclusive and shall not prevent or prohibit either Party from entering into similar agreements for similar services with third parties.

2. Compensation.

2.1 Payment of Compensation. Unless otherwise provided in Service Order, Associate shall pay to IRON, the nonrecurring amounts set forth on Service Order as reflected on the next regular invoice, as per paragraph 2.2 below, after the nonrecurring services are completed. Associate shall continue to pay to IRON applicable monthly recurring charges thereafter as long as the Service Order is in effect.

2.2 Payment Schedule.

2.2.1 IRON will invoice Associate on a monthly basis, in advance, for all monthly recurring charges due under the Agreement. All other charges including usage will be billed monthly in arrears. Payment is due upon presentation of an invoice. Payment received within thirty (30) days after the invoice date will be considered timely. Any charges not paid to IRON within such period will be considered past due. If a Service Install Date is not the first day of a billing period, Associate's first monthly invoice shall include any pro-rated charges for the Services, from the date of installation to the start of the next billing period.

2.2.2 Associate shall be held in default if payment is not made within fifteen (15) days of due date. If Associate defaults in the payment of any sum due hereunder, then such unpaid amount shall bear interest at the rate of 12% annual interest from the date due to the date of payment. In addition, if Associate defaults in the payment of any sum due hereunder, Associate shall pay to IRON a late charge equal to five percent (5%) of the overdue amount. Acceptance of such late charge by IRON shall in no event constitute a waiver of Associate's default with respect to such overdue amount, nor prevent IRON from exercising any of the other rights and remedies granted hereunder.

3. Mutual Cooperation. Each party will cooperate with the other, and take all actions necessary and appropriate for the connection of Associate's network with the Services provided by IRON. Each party will take such measures as may be reasonably necessary to inform the other party in advance of any changes in its network or practices that may affect the other party's network or services.

4. Term of Agreement. The term of this Agreement shall be one (1) year commencing on the date the Agreement is executed by the Parties, unless terminated earlier as otherwise provided for in this Agreement or if found to be contrary to Idaho law. This Agreement will renew for one (1) year each year thereafter until one Party notifies the other Party of its intent not to renew the Agreement at least sixty (60) days prior to the end of the Agreement. If not renewed, the terms of this Agreement will remain in effect until all Service Orders terminate. In addition, IRON may terminate this Agreement at any time, with or without notice, if it reasonably concludes that Customer's use of the Services is unlawful.

5. Limitation on Resale. Associate shall not resell any Services to any “for profit” entity without the express written consent of IRON.
6. Publicity/Trade Names. Associate shall not issue any publicity or general marketing communications concerning this Agreement, Associate’s relationship with IRON, or any other matter concerning IRON without the prior written consent of IRON. This section shall not apply to requests made pursuant to Chapter 1, Title 74, the Idaho Public Records Act.
7. Continuity of Service. IRON shall use its best efforts to service and maintain the Services in conformity with the operations and procedures set forth in its tariffs, operating manuals and any other specifications or maintenance requirements as may be in accordance with industry standards.
 - 7.1 Interrupted Service. IRON shall notify Associate of any anticipated or planned service interruption and Associate will cooperate with IRON to take appropriate actions to restore service availability.
8. Service Interruption Remedies. If the Services are unavailable for more than ten (10) cumulative hours during Associate’s business hours of any billing period, regardless of whether such unavailability results from the failure of equipment or facilities of IRON or from an anticipated or planned service interruption, IRON will credit a prorated amount to Associate’s account in an amount equal to the charges which would have been charged by IRON to Associate during the period when services or access is unavailable. This credit shall constitute the sole available remedy for any IRON errors, interruptions or defects in the ordering processing, provisioning or transmission of services. In no event shall IRON be liable to any person or entity for any indirect, consequential, special, incidental actual or punitive damages, or for any lost profits of any kind or nature, arising out of the performance of this Agreement. An outage is considered to start when IRON is notified by Associate and to end when Associate agrees that services have been restored.
9. Exclusion of Warranties. IRON MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, UNDER THIS AGREEMENT. IRON SPECIFICALLY EXCLUDES AND DISCLAIMS ALL WARRANTIES INCLUDING THOSE WITH RESPECT TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE OF THE SERVICES.
10. Relationship of the Parties. This Agreement does not constitute either party as an agent, legal representative, joint venture, partner, franchisee or employee of the other party for any purpose. Each party shall be an independent contractor and is in no way authorized to make a contract, agreement, warranty, or representation on behalf of the other or to create any obligation, express or implied, on behalf of the other. The parties agree that this Agreement does not constitute a fiduciary relationship between IRON and Associate.
11. Confidentiality. Unless required by law, the parties shall not disclose, duplicate or copy, or

make use of this Agreement and any exhibits for any purpose other than the performance of this Agreement, and shall treat as confidential and proprietary the terms and conditions of this Agreement and all information supplied or disclosed to each other in connection with this Agreement.

- 12. Assignment. Either party may assign its rights and/or obligations under this Agreement, or any portion thereof, upon the written notice to the other party. Any assignee must become obligated to the terms of this Agreement prior to said assignment.

- 13. Notice. Any notice under this Agreement shall be in writing and shall be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail and Federal Express) or certified mail or by facsimile. Any notice given by certified mail shall be sent with return receipt requested. Any notice given by facsimile shall be verified by a facsimile confirmation. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

If to Associate:

If to IRON:

City of McCall

Idaho Regional Optical Network, Inc.

950 W. Bannock Street

Suite 1100, PMB # 110060

Boise, ID 83702

Phone: _____

Phone: (208) 426-IRON (4766)

Facsimile: _____

Facsimile: (208) 629-0721

Any notice shall be deemed to have been given (a) actual day of delivery or refusal to accept delivery, (b) the day of mailing by registered or certified mail, or (c) the day facsimile transmission is verified.

14. Default.

14.1 Events of Default. The occurrence of any one or more of the following events shall constitute a default under this Agreement:

14.1.1 Failure by Associate to make any payment or other compensation payable by Associate to IRON when due under the terms of this Agreement; or

14.1.2 Failure by either party in performing any other term, covenant, or condition of this Agreement upon the expiration of thirty (30) days from receipt of written notice from the other party, or the inaccuracy in any material respect of any representation or warranty made by either party to the other.

- 14.2 Defaulting Party's Right-to-Cure. The party failing to perform shall not be deemed to be in default if such party, prior to the expiration of said thirty (30) days, has cured such failure as set forth in the notice of default. With respect to any non-monetary default that cannot reasonably be cured within thirty (30) days, the default shall not be deemed to be uncured if the defaulting party commences cure within thirty (30) days for so long as the defaulting party is diligently prosecuting the cure thereof.
- 14.3 Non-Defaulting Party's Right-to-Perform. If the defaulting party fails to pay any sum of money required to be paid by such party to a person or entity other than the non-defaulting party or fails to perform any other act to be performed by such defaulting party hereunder, and such failure continues for thirty (30) days after notice thereof by the non-defaulting party, the non-defaulting party may, but shall not be obligated so to do, and without waiving or releasing the defaulting party from any of its obligations, make any such payment or perform any such other act on the defaulting party's part to be made or performed as provided in this Agreement.
15. Specific Performance. Each party agrees that the other party would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof.
16. Remedies. In the event of a default by either party, which is not corrected within the time frame specified herein, the non-defaulting party shall be entitled to all rights and remedies available at law or in equity, including, without limitation, specific performance of the terms of this Agreement against the defaulting party. In addition to the foregoing, upon default by Associate that would result in the non-delivery of Services to resale customers of Associate, IRON shall be entitled to, but not obligated to, assume any outstanding service contracts between Associate and any resale customers. Associate shall be obligated to cooperate in the transfer of any of its customers to IRON.
17. Force Majeure. With the exception of payment of fees and charges due under this Agreement, a party shall be excused from performance if its performance is prevented by acts or events beyond the party's reasonable control, including but not limited to; severe weather and storms, earthquakes or other natural occurrences, strikes or other labor unrest, nuclear or other civil or military emergencies, or acts of legislative, judicial, executive, or administrative authorities.
18. Severability. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

19. Indemnification. Subject to the limitations of Idaho law, including Article VIII sec. 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code section 6-901 et seq.), each party to this Agreement hereby indemnifies and holds harmless the other party with respect to any third-party claims, lawsuits, damages or court actions arising from performance under this Agreement to the extent that the indemnifying party is liable or responsible for said third-party claims, losses, damages, or court actions. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification shall promptly notify the other party of the claim and, when known, the facts constituting the basis for such a claim. In the event that one party to this Agreement disputes the other party's right to indemnification hereunder, the party disputing indemnification shall promptly notify the other party of the factual basis for disputing indemnification. Indemnification shall include, but is not limited to, costs and attorney fees.
20. Governing Law. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho.
21. Successors and Assigns. This Agreement and all terms and conditions hereof shall be binding upon and shall inure to the benefit of all authorized heirs, successors in interest or assignees of either party hereto.
22. Entire Agreement. This Agreement, together with all exhibits, notices, appendices and any jointly executed written supplements hereto, represent the entire agreement contemplated by the parties hereto. It is understood and agreed by the parties that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Services between them other than as set forth herein.
23. Written Modification. No modification, release, discharge, or waiver of any provisions hereof shall be of any force, effect or value unless in writing signed by both parties or their duly authorized agent or attorney.
24. Waiver. No covenant, term or condition contained in this Agreement nor the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due, or failure to insist upon performance, shall not constitute a waiver by the first party of the breach or default of any such covenant, term or condition unless otherwise expressly agreed to by the first party in writing.
25. Counterparts. This Agreement may be executed in counterparts and upon every party having executed a counterpart, each signed copy shall have the same force and effect as an original document and as if the parties to the counterparts had signed the same document.
26. Attorneys' Fees. In the event of any controversy, claim or action being filed or instituted between the parties hereto to enforce or interpret the terms and conditions of this Lease, or

arising from the breach of any provision thereof, the prevailing party will be entitled to receive from the other party all costs, damages and expenses, including reasonable attorneys' fees, through all levels of action, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who is awarded judgment as a result of trial or arbitration, or who receives a payment of money or other concession or agreement from the other party in settlement of claims asserted by that party.

27. Captions. The captions inserted in this Agreement are for convenience only and do not define, limit or otherwise describe the scope or intent of this Lease or any provision hereof nor affect the interpretation of this Agreement.

28. Time of Essence. Time is hereby expressly declared to be of the essence of each and every covenant, term, condition and provision of this Agreement.

29. Additional Acts. The parties hereto agree to execute and deliver any documents or instruments and to take any and all actions reasonably necessary to carry out any agreement, term or condition of this Agreement, whenever the occasion may arise and request for such action shall be made.

The parties have executed this Agreement on the date first above written.

Associate:

IRON:

By: _____

By: _____

Name
: _____

Name: Michael Guryan

Title: _____

Title: General Manager

Date: _____

Date: _____

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 18-271
Meeting Date October 25, 2018**

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>Request to Approve Grant Agreement from Idaho Division of Aeronautics and Adoption of Resolution 18-22 for TXWY Land and Legal PH 1</i>		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		Supporter
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
COST IMPACT:	\$8,625.06.	Parks and Recreation		
FUNDING SOURCE:	Airport	Airport	JS	Originator
		Library		
TIMELINE:	Documents due to State by 12/15/18	Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT:				
Attached is a Grant Agreement Program Number: F1198MYL and City Resolution as part of the grant match required by FAA Airport Improvement Program AIP-024 which reimburses the city for land acquisition costs and legal fees incurred to relocate the parallel taxiway.				
The grant is for 5% of allowable project costs not to exceed \$8,624.94. The City portion of the grant match is expected to be \$8,625.06.				
RECOMMENDED ACTION:				
<ol style="list-style-type: none"> 1. Approve the Grant Agreement with Idaho Transportation Department Division of Aeronautics 2. Adopt and Read in full Resolution 18-22 authorizing the Mayor to sign all necessary documents. 				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

GRANT AGREEMENT
IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-19

TO: City of McCall, Idaho
(Hereinafter referred to as the "SPONSOR")

FROM: The State of Idaho, acting through the IDAHO TRANSPORTATION DEPARTMENT, DIVISION
OF AERONAUTICS
(Hereinafter referred to as the "STATE")

WHEREAS, the SPONSOR has submitted to the STATE an application for assistance from the Idaho Airport Aid Program for development of the McCall Municipal Airport, together with the planning proposal or plans and specifications for the project. The STATE approved the application and it is hereby incorporated herein and made a part thereof:

WHEREAS, the Idaho Transportation Board has approved a project for development of the airport consisting of the following described airport development:

Project Description: Construct TWY Land and Legal PH I

FS Program Number: F198MYL

Project Number: AIP-024

NOW THEREFORE, for the purpose of carrying out the provisions of the Uniform State Aeronautics Department Act of 1947, as amended, and in consideration of the SPONSOR acceptance of this offer, as hereinafter provided, the STATE hereby agrees to pay, as its share of the costs incurred in accomplishing the project, not more than 5% of allowable project costs.

This Grant incorporates the following terms and conditions:

1. The STATE affirms that:
 - A. The maximum obligation of the STATE payable under this Grant shall be \$8,624.94.
 - B. This grant expires on June 30, 2021 and the STATE shall have no further obligation after that date.
2. The SPONSOR shall:
 - A. Certify the availability of at least \$8,624.94 to match STATE participation in said project.
 - B. Diligently and expeditiously complete this project by June 30, 2021 and likewise pursue appropriate measures as may be agreed upon by the SPONSOR and the STATE to remedy project delays, including but not limited to litigation or condemnation.
 - C. Carry out and complete the project in accordance with the plans, specifications, and property map, incorporated herein, as they may be revised or modified, with approval of the STATE.

- D. Competitively bid all contracts for construction involved in this project in accordance with bidding procedures otherwise authorized for public entities.
 - E. In connection with the acquisition of real property for the project, secure at least two written appraisals by licensed appraisers and not pay in excess of the highest appraisal without the written consent of the STATE or except as directed by a court of competent jurisdiction after a contested trial and a judgment not resulting from agreement between the parties.
 - F. Receive no STATE funds in any case until it certifies in writing that it has funds available and will spend at least the amount designed in Paragraph (A) above, solely for the project in question.
 - G. Agrees to hold said airport open to the flying public for the useful life of the facilities developed under this project. Grant no exclusive use or operating agreements, to any person, company, or corporation. Failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Idaho money expended on behalf of the project to the State of Idaho.
 - H. Submit with this accepted Grant Agreement the full name of the local Project Manager/Inspector along with full contact information including work phone number, cell phone number, fax number, email address, and postal mailing address. Also include a job related contact that will know the whereabouts of and can contact the Project Manager/Inspector quickly for Grant related matters.
 - I. Use the provided "Project List and Submittals" form to monitor the project's progress. The SPONSOR will submit the form when submittals are made, and provide the completed form, along with the reports, as part of the closeout documents.
3. The allowable costs of the project shall not include any costs determined by the STATE to be ineligible.
 4. The STATE reserves the right to amend or withdraw this offer at any time prior to its acceptance by the SPONSOR.
 5. This offer shall expire and the STATE shall not be obligated to pay any part of the costs of the project unless the final agreement has been accepted by the SPONSOR on or before December 15, 2018 or such subsequent date as may be prescribed in writing by the STATE.

Except for those projects receiving both State and Federal Aid (submit copies of FAA Application and Agreement), the following inspection schedule, and reporting system is required:

6. Inspection Schedule and Reporting System:

Inspection Schedule and Reporting System will vary for each project. The SPONSOR must make reports and be subject to inspections on the following schedule:

- A. SPONSOR shall report project commencement date.
- B. SPONSOR shall make no less than three progress reports during construction.
- C. SPONSOR shall receive approval prior to any change in the scope of the project

- D. SPONSOR shall report project completion date and request final inspection and payment.
- E. STATE may participate in the final inspection and shall sign off the project as completed.
- F. STATE may arrange for audit of account in accordance with regularly scheduled audit program.

The execution of this instrument by the SPONSOR and ratification and adoption of the project application incorporated herein provides proof of the Sponsors commitment, as hereinafter provided. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

STATE OF IDAHO, ITD
Division of Aeronautics

By: 
Mike Pape, Administrator

ACCEPTANCE

THE SPONSOR DOES HEREBY RATIFY AND ADOPT ALL STATEMENTS, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this ____ day of _____, 2018.

By: _____
Jackie Aymon, Mayor
City of McCall, City Council

ATTEST:

BessieJo Wagner, City Clerk

I, BessieJo Wagner, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the ____ day of _____, 2018, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this ____ day of _____, 2018.

BessieJo Wagner, City Clerk

City Resolution

Exact from the minutes of a regular meeting
of the City Council of City of McCall, Idaho
Held on _____, 2018.

Councilman _____, introduced the following Resolution, was read in full, considered, and adopted:

Resolution number _____ of City of McCall, Idaho accepting the Grant Offer of the State of Idaho through the Idaho Transportation Department, Division of Aeronautics, in the maximum amount of \$8624.94 to be used under the Idaho Airport Aid Program, FS Program number: F198MYL, Project number: AIP-024 in the development of the McCall Municipal Airport; and

Be it resolved by the Mayor and City Council of City of McCall, Idaho (herein referred to as the City as follows:

Sec. 1. That the City shall accept the Grant Offer of the State of Idaho in the amount of \$8,624.94, for the purpose of obtaining State Aid under FS Program Number: F198MYL, Project Number: AIP-024 in the development of the McCall Municipal Airport; and

Sec. 2. That the Mayor of the City of McCall City Council is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer (entitled Acceptance) on behalf of the City, the City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City on the aforesaid statement of Acceptance; and

Sec. 3. A true copy of the Grant Agreement referred to herein be attached hereto and made a part thereof.

Passed by the City Council and approved by the Mayor this ____ day of _____, 2018.

Jackie Aymon, Mayor

ATTEST:

BessieJo Wagner, City Clerk

CERTIFICATE

I, BessieJo Wagner, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the ____ day of _____, 2018, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this ____ day of _____, 2018.

BessieJo Wagner, City Clerk



City of McCall

RESOLUTION 18-22

Exact from the minutes of a regular meeting of the City Council of City of McCall, Idaho
Held on October 25, 2018.

Council Member _____, introduced the following Resolution, was read in full, considered, and adopted:

WHEREAS, Resolution number 18-22 of City of McCall, Idaho accepting the Grant Offer of the State of Idaho through the Idaho Transportation Department, Division of Aeronautics, in the maximum amount of \$8624.94 to be used under the Idaho Airport Aid Program, FS Program number: F198MYL, Project number: AIP-024 in the development of the McCall Municipal Airport; and

Be it resolved by the Mayor and City Council of City of McCall, Idaho (herein referred to as the City as follows:

Section 1. That the City shall accept the Grant Offer of the State of Idaho in the amount of \$8,624.94, for the purpose of obtaining State Aid under FS Program Number: F198MYL, Project Number: AIP-024 in the development of the McCall Municipal Airport; and

Section 2. That the Mayor of the City of McCall City Council is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer (entitled Acceptance) on behalf of the City, the City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City on the aforesaid statement of Acceptance; and

Section 3. A true copy of the Grant Agreement referred to herein be attached hereto and made a part thereof.

Passed and approved by the Mayor and City Council this 25 day of October 2018.

Signed: _____

Jackie J. Aymon, Mayor

ATTEST:

BessieJo Wagner, City Clerk

CERTIFICATE

I, BessieJo Wagner, City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 18-22 adopted at a regular meeting of the City Council held on the 25 day of October 2018, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this 25 day of October 2018.

BessieJo Wagner, City Clerk

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 18-280
Meeting Date October 25, 2018

AGENDA ITEM INFORMATION

SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>Request for Approval of T-O Agreement for Professional Services to relocate Parallel Taxiway "A" at the McCall Municipal Airport</i>		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	\$75,255			
FUNDING SOURCE:	Airport Fund reimbursable by FAA AIP Grant AIP Grant amount NLT \$67,729.50 State Match 1,881.00 City Match: \$5,645.00 or less	Airport Library	SHB	Originator
TIMELINE:	ASAP	Information Systems Grant Coordinator		

SUMMARY STATEMENT:

This agenda bill is seeking approval to contract with T-O engineers to provide and oversee various services required to design the parallel taxiway relocation project. T-O provided tasks include boundary survey of the recently acquired land, topographical survey of the parallel, ramp and triangle surfaces. Geotechnical evaluation of the soils in the project area and wildlife survey study will be subcontracted with oversight by T-O Engineers. Contract is being reviewed by the City Attorney.

The following documents are attached:

1. T-O Engineers, Inc. Agreement for Professional Services
2. Airport Survey Scope of Work - McCall Municipal Airport, McCall, Idaho - Relocate Parallel Taxiway 'A'
3. Proposed Geotechnical Investigation - Relocate Parallel Taxiway A - McCall Municipal Airport, McCall, Idaho
4. Kestrel Environmental Services, LLC, Scope of Professional Services - Environmental Subconsultant Services - Wildlife Hazard Site Visit and Report - McCall Municipal Airport, McCall, Idaho

RECOMMENDED ACTION:

Approve T-O Agreement for Professional Services to relocate Parallel Taxiway "A" at the McCall Municipal Airport and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

**T-O ENGINEERS, INC.
AGREEMENT FOR PROFESSIONAL SERVICES**

T-O Engineers, Inc. Project Number: 180357

Date: October 4, 2018

THIS AGREEMENT is between **the City of McCall, Idaho**, hereinafter referred to as "**Client**" and **T-O Engineers, Inc.**, an Idaho Corporation, hereinafter referred to as "**Consultant**". The Client and Consultant in consideration of their mutual covenants herein contract and agree as follows:

The Client intends to **relocate Parallel Taxiway "A" at the McCall Municipal Airport**, hereinafter referred to as the "Project". This agreement is intended for design formulation tasks only.

A) CLIENT INFORMATION AND RESPONSIBILITIES

1. The Client shall timely provide to Consultant a complete description of the Project including: Client's requirements for the Project, objectives and constraints, capacity and performance requirements, flexibility and expandability needs, any budgetary limitations, and all design and construction criteria which Client requires be incorporated into the Project.

2. Client shall timely provide to Consultant all associated or applicable project information including: data and documents prepared by others, soil and subsurface explorations, hydrologic information, laboratory tests, inspection reports, environmental assessments, title reports, records of survey, warranty deeds, and land use restrictions, all of which Consultant may use and rely upon, without liability, in performing services under this Agreement.

3. The Client shall timely obtain permission for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

B) SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide the following generally described services under this Agreement:
See attached Exhibit A, "Description of Professional Services", generally referred to as the scope of work.

C) BASIS OF FEE AND BILLING SCHEDULE

The Client shall timely pay Consultant for services set forth, provided and authorized under this Agreement. Client shall timely pay Consultant for services authorized by written amendment to this Agreement. Fees shall be based on hourly charges and direct expenses during the performance of work described in the scope of work. Hourly charges shall be based on the hourly billing rates for employee classification as shown on the attached Exhibit B, "Functional Fee Schedule". Direct expenses are the sum of all expenditures attributable to the Project that are not labor charges, including subconsultant fees.

Fees for tasks defined in the scope of work shall be determined using the following method:

1. Not to Exceed Amount: The fee for Tasks 1 through 4 of the attached Exhibit A, "Description of Professional Services" shall not exceed \$75,255.00.

TERMS AND CONDITIONS

1) GENERAL

- a.** Consultant shall provide professional services for the Client on the Project described in this Agreement. These services shall be performed in accordance with generally accepted professional practices and standards of care and skill ordinarily used in Consultant's profession under similar circumstances. Consultant makes no warranty, either expressed or implied, as to performance of professional services.
- b.** Consultant shall not be responsible for acts or omissions of any other party involved in the Project.
- c.** Consultant has not been retained to supervise, direct or have control over the work of any construction contractor or their subcontractor or supplier, hereinafter referred to collectively as "Contractor". Consultant does not have authority over, or responsibility for: Contractor's means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident to the work of Contractor, or for any failure of Contractor to comply with applicable laws and regulations.
- d.** Consultant can neither guarantee the performance of any Contractor nor assume responsibility for Contractor's failure to furnish and perform work in accordance with any construction contract documents or recommendations issued by Consultant.
- e.** The Client understands and agrees that subsurface and soils characteristics may vary greatly between successive test points and sample intervals. Consultant makes no warranties, expressed or implied, as to the services or data furnished by professionals providing soils testing or geotechnical advice.

2) OPINIONS OF COST

- a.** Consultant may be asked to provide opinions of probable construction or Project costs as part of the professional services under this Agreement. The Client understands and agrees that: Consultant has no control over the cost of labor or materials furnished by others or market conditions, Consultant's opinions of probable cost are based on Consultant's experience and judgment, Consultant does not guarantee or warrant that bids or estimates prepared by Contractors will not deviate from opinions of probable cost provided by Consultant, and Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

3) REUSE AND OWNERSHIP OF DOCUMENTS

- a.** All work product including documents prepared by the Consultant under this Agreement are proprietary instruments of the Consultant's professional service and shall remain the sole property of the Consultant and no work product shall be used or reused by the Client other than for the construction, operation and maintenance of the Project, without specific prior written permission of Consultant.
- b.** Client agrees that: authorized use of Consultant's work product on the Project is subject to full payment for Consultant's services related to preparation of the product, work product is not suitable for use on the Project unless completed by the Consultant for the specific purpose intended, and any other use of Consultant's work product by Client will be at Client's sole risk without liability of Consultant.
- c.** The Client shall timely pay, assume, defend, indemnify and hold Consultant harmless from any claims, damages, losses and expenses, including attorney's fees, arising from unauthorized reuse of all work product prepared by Consultant.

4) GOVERNING LAW

- a.** The laws of the State of Idaho shall govern the validity of this Agreement, its interpretation and performance, and all remedies for breach of contract or any other claims related to this Agreement.

5) SUCCESSORS AND ASSIGNS

- a.** Client and Consultant are hereby bound, and their partners, successors, executors, administrators and legal representatives are likewise bound, to the other party to this Agreement, in respect of all covenants, agreements and obligations of this Agreement.
- b.** Neither Client nor Consultant may assign or transfer any rights, duties or responsibilities under this Agreement without prior written consent of the other party.
- c.** Nothing under this Agreement shall be construed to provide any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

6) TIMES OF PAYMENTS

- a.** Consultant shall submit monthly invoices for services rendered and for direct expenses incurred. Client shall timely make monthly payments. Invoices are due and payable within thirty (30) days of the date of the invoice.
- b.** All account balances not paid in full within thirty (30) days of the date when first invoiced are overdue and subject to interest at the rate of twelve (12) percent (%) per annum compounded monthly from the date when first invoiced until paid in full. Any payments received shall be credited first to accrued interest and then to principal.
- c.** All fees and costs incurred by Consultant to collect overdue account balances shall be added to the account balance.

7) SUSPENSION OR TERMINATION

- a.** Consultant may, at its sole discretion, after giving seven (7) days written notice to Client, suspend or terminate service if undisputed charges are not paid within forty-five (45) days of receipt of Consultant's invoice and Client hereby waives any claim against Consultant, and shall timely pay, assume, defend, indemnify, and hold Consultant harmless from and against any claims arising from Consultant's suspension or termination of services due to Client's failure to make timely payment.
- b.** Any charges in dispute shall be called to Consultant's attention, in writing, within ten (10) days of receipt of Consultant's invoice, and Client and Consultant shall work together in good faith to resolve any such disputes. If Client and Consultant are unable to resolve said disputes within twenty (20) days, Consultant may suspend or terminate service.
- c.** The obligation to perform under this Agreement may be terminated by either party upon thirty (30) days written notice. Such termination shall be based upon substantial lack of performance by the other party under the Terms and Conditions of this Agreement.
- d.** Consultant may terminate services under this agreement upon seven (7) days written notice if Client requires or demands that Consultant perform services in conflict with Consultant's professional responsibilities and Client hereby waives any and all claims against Consultant for such termination.
- e.** If this Agreement is terminated by either party, Consultant shall be timely paid for services rendered and for direct expenses incurred to the date of such termination plus close-out or suspension costs including but not limited to document management, rescheduling or re-assignment of personnel, and documentation as to status of work tasks.

8) RISK ALLOCATION AND REMEDY

- a.** To the fullest extent permitted by law, Consultant's total liability to Client, and anyone claiming through or under Client, for any and all injuries, claims, losses, expenses, damages, or claimed expenses arising out of this Agreement, or in any way related to the Project, from any cause(s) shall not exceed \$25,000 or the total compensation received by Consultant under this Agreement, whichever is greater. Such causes include but are not limited to Consultant's negligence, errors, omissions, strict liability, or breach of contract.
- b.** To the fullest extent permitted by law, the Client and Consultant hereby waive any and all claims for special, incidental, indirect or consequential damages arising out of or in any way related to the Project.
- c.** Client and Consultant hereby contract and agree that any and all demands, mediation, arbitration, or lawsuits brought to enforce this Service Agreement shall be brought only against the parties hereto and shall not be brought individually against any shareholders, members, employees, directors, officers, partners, or agents of either of the parties to this Service Agreement. Client and Consultant further contract and agree that no rights, claims, or benefits shall arise or accrue to any party or entity not an express party to this Service Agreement, without the express written consent of both of the parties hereto.

9) HAZARDOUS ENVIRONMENTAL CONDITIONS OR MATERIALS

- a.** Consultant's services exclude any services related to hazardous materials or a hazardous environmental condition, including hazardous materials as defined by federal, state and local law. Discovery of hazardous materials after the date of execution of this Agreement mandates renegotiation of Consultant's scope of work or suspension or termination of services.
- b.** The Client hereby waives any claim against Consultant, and shall timely pay, assume, defend, indemnify, and hold Consultant harmless from any claim or liability for injury, loss, damages or expenses arising from hazardous materials.

10) DISPUTE RESOLUTION

All claims or disputes arising out of this Agreement shall first be addressed through non-binding mediation and no litigation or arbitration shall occur unless said mediation is unsuccessful in resolving any such claims or disputes.

11) RECOVERY OF DISPUTE RESOLUTION COSTS

a. In the event that legal action is brought by either party against the other, the prevailing party shall be timely reimbursed by the other party for the prevailing party's legal costs, in addition to whatever other judgments or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses, as well as the value of time spent by the prevailing party and its employees in defense of the legal action, including researching the issues in question, discussing matters with attorneys and others, preparing for depositions and hearings, responding to interrogatories and requests for production of documents, and so on.

b. The value of time spent and the expenses incurred shall, on Consultant's part, be computed based upon Consultant's prevailing fee schedule and expense reimbursement policy.

The following Terms 12 through 30 are federally mandated contract provisions. These provisions are included, as it is anticipated federal funds will be used for Project(s) covered by this agreement.

12) TERMINATION OF CONTRACT (2 CFR § 200 Appendix II (B))

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as

a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

13) TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (49 USC § 47123 AND FAA ORDER 1400.11)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the

contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities: During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

14) GENERAL CIVIL RIGHTS PROVISIONS (49 USC § 47123)

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

15) DISADVANTAGED BUSINESS ENTERPRISES (49 CFR Part 26)

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

16) LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (31 USC § 1352 Byrd Anti-Lobbying Amendment, 2 CFR Part 200, Appendix II(J), 29 USC § 201, et seq.)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

17) ACCESS TO RECORDS AND REPORTS (2 CFR § 200.333, 2 CFR § 200.336, FAA ORDER 5100.38)

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and

transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

18) BREACH OF CONTRACT TERMS (2 CFR § 200 APPENDIX II(A))

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

19) RIGHTS TO INVENTIONS (2 CFR § 200 APPENDIX II(F), 37 CFR § 401)

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

20) TRADE RESTRICTION CERTIFICATION (49 USC § 50104, 49 CFR Part 30)

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

21) DEBARMENT AND SUSPENSION (2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5)

This requirement applies to covered transactions, which are defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions, as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

22) ENERGY CONSERVATION REQUIREMENTS (2 CFR § 200, APPENDIX II(H))

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

23) FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

24) OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (20 CFR Part 1910)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

25) VETERAN'S PREFERENCE (20 CFR Part 1910)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

26) SEISMIC SAFETY (49 CFR Part 41)

The contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

27) DISTRACTED DRIVING (TEXTING WHILE DRIVING) (Executive Order 13513, DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

28) CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (2 CFR § 200 APPENDIX II(E))

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

29) CLEAN AIR AND WATER POLLUTION CONTROL (2 CFR § 200 APPENDIX II(G))

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

End of federally mandated contract provisions.

30) EXTENT OF AGREEMENT AND AMENDMENTS

- a. This Agreement, including any attachments and the Terms and Conditions, represents the entire agreement between the Client and Consultant and supersedes all prior negotiations, representations or agreements, written or oral.
- b. Client may furnish to Consultant a signed copy of this Agreement by scanned or facsimile media and Consultant may rely upon the authority of such media.
- c. A signed Agreement constitutes a notice to proceed in the absence of any written directive otherwise from Client.
- d. This Agreement may be amended only by written instrument duly executed by both Client and Consultant. For purposes of signatures on any amendments, Client and Consultant agree that e-mail directives, or scanned or faxed signatures are acceptable and that each party may rely upon the authority of such communications.

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

CLIENT: CITY OF McCALL
ADDRESS: 216 E. PARK ST.
McCALL, ID 83638

T-O ENGINEERS, INC.
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642

BY: Jackie J. Aymon

BY:

TITLE: Mayor

TITLE:

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

DATE: _____

EXHIBIT A DESCRIPTION OF PROFESSIONAL SERVICES

A. Scope of Services

The City of McCall intends proceed with project formulation tasks related to relocation of Parallel Taxiway A at the McCall Municipal Airport. Client desires that Consultant perform the following formulation tasks related to the project. Fees associated with these work tasks are eligible for reimbursement in a future FAA/AIP grant anticipated for FY 2019.

Task 1: Boundary Survey

This task includes boundary survey and monumentation of property corners of land recently acquired by the City of McCall for relocation of Parallel Taxiway A. Survey will be based on legal descriptions prepared by T-O Engineers and for land acquisition. See attached Airport Survey Scope of Work.

Anticipated Fee: \$12,650.00

Task 2: Topographic Survey

This task includes site topographic survey of land acquired for relocation of Parallel Taxiway A, the existing parallel taxiway and other areas impacted by construction. Survey is necessary for preparation of design plans related to relocation of Parallel Taxiway A. See attached Airport Survey Scope of Work.

Anticipated Fee: \$38,905.00

Task 3: Geotechnical Investigation

This task includes retaining a geotechnical subconsultant to obtain up to twelve (12) test borings along the proposed alignment of Parallel Taxiway A, up to six (6) asphalt cores along the existing parallel taxiway alignment, up to four (4) test borings at locations of proposed connecting taxiways and one infiltration test at the site of the proposed stormwater detention basin. Boring is necessary to evaluate condition of the native soils along the proposed alignment of relocated Parallel Taxiway A as well as the existing parallel taxiway pavement section and underlying base materials. Infiltration testing is necessary to determine the infiltration rate of the native soils in the area of the relocated detention basin. See attached Airport Geotechnical Investigation Scope of Work.

Anticipated Fee: \$16,800.00

Task 4: Wildlife Hazard Site Visit

This task includes a Wildlife Hazard Site Visit (WHSV) for the McCall Municipal Airport to assess the impact of wildlife on the airport. Tasks associated with the WHSV include collection of information about the airport and surrounding area, field observation of wildlife and attractants in the immediate vicinity of the airport and a final report with recommendations for mitigation of wildlife attractants. The WHSV is an FAA requirement per AC 150/5200-36A and is necessary for funding construction of wildlife resistant fencing as part of the project.

Anticipated Fee: \$6,900.00

Total, Tasks 1 through 4: \$75,255.00

B. Exclusions to Scope of Services

The following items are not included in the authorized Scope of Services at this time:

- Services related to detailed design of project improvements
- Plans, specifications and other contract documents
- Services related to project bidding and construction
- Other services not authorized by Client.

EXHIBIT "B"
FUNCTIONAL FEE SCHEDULE
PROFESSIONAL SERVICES
Effective March 1, 2018

I. PERSONNEL	
Principal / Project Manager	\$170.00 - \$225.00 /hour
Project Manager	\$140.00 - \$200.00 /hour
Construction Manager	\$115.00 - \$145.00 /hour
Project Engineer	\$100.00 - \$140.00 /hour
Staff Engineer	\$80.00 - \$110.00 /hour
Inspector/Technician	\$65.00 - \$115.00 /hour
Information Technology	\$60.00 - \$100.00 /hour
Administrative	\$50.00 - \$110.00 /hour
II. LANDSCAPE ARCHITECT	
Landscape Architect	\$95.00 - \$120.00 /hour
III. SURVEYING	
Survey Manager	\$135.00 - \$160.00 /hour
Staff Surveyor	\$80.00 - \$90.00 /hour
Survey Technician	\$50.00 - \$95.00 /hour
IV. COMPUTER HARDWARE & SOFTWARE	
Total Station	\$10.00 /hour
Drill and Generator	\$80.00 /day
GPS, Robotics	\$55.00 /hour
Property Database Research	\$50.00 /hour
CADD and Other Technical Uses	\$5.00 /hour
V. REPRODUCTION	
In-House Reproduction	Hourly Labor Rates Apply
Outside Reproduction	Actual Cost + 10%
VI. MILEAGE	
Vehicle	0.55 - 0.65 /mile
ATV Vehicle	5.00 /hour
VII. OTHER DIRECT CHARGES	
Direct costs for material or services incurred for the project	Actual Cost + 10%

Notes: 1. When employees perform work that requires overtime, the billing rate for that overtime work will be increased to 130% of the rate established above. Overtime shall be defined as any work required of an employee in excess of 40 hours per week.

2. This fee schedule is subject to periodic adjustment.

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**Airport Survey Scope of Work
McCall Municipal Airport, McCall, Idaho
Relocate Parallel Taxiway 'A'**

SCOPE

A design survey of the airport improvement area (see attached exhibit) shall be provided as follows:

1. Verify survey control monuments along the Runway 16-34 alignment for use during this construction project. Fourteen aluminum caps attached to 5/8" rebar are placed at 500 foot stations 100 feet left of centerline of Runway 16-34. Reset if necessary.
2. Perform boundary survey for Parcel A-1, Parcel B-1, Parcel D-1, and Parcel 1 as shown on the attached exhibit and as defined by the attached legal descriptions. Set corner monumentation where necessary.
3. Perform topographic survey of Parcel A-1, Parcel B-1, Parcel D-1, Parcel 1 as well as existing Parallel Taxiway 'A' and the area between Parallel Taxiway 'A' and the centerline of Runway 16-34. Refer to the attached exhibit for approximate survey limits. Paved surfaces shall be surveyed using a minimum 25-foot by 25-foot grid. The grid shall extend approximately 100 feet outside of the paved area. In addition, all point of curves, point of tangents, grade breaks and pavement anomalies shall be shot on these pavements.
4. Perform topographic survey on areas outside of paved surfaces including the area between Parallel Taxiway 'A' and the centerline of Runway 16-34. Refer to the attached exhibit for approximate survey limits. Cross sections should be taken on natural ground at approximately 100-foot stations. At each station, a cross section shall be shot extending out from the edges of Parallel Taxiway A with shots at all grade changes and any topographic features encountered. The topographic survey shall include all grade breaks, drainage structures, manholes, building corners, irrigation structures, junction boxes, navigational aids, fence alignment, fence height, signs, runway lights and taxiway reflectors. All drainage structures should be further surveyed to include invert elevations, incoming and outgoing pipe sizes and directions.
5. Survey approximately 17 bore holes locations along the alignment of Parallel Taxiway 'A'. A separate drawing with approximate locations of test holes will be provided to the surveyor prior to project to help locate all holes.

DATA FORMAT

Collected survey data should be delivered in a text point file in the following format: point number, northing, easting, elevation, description (P, N, E, Z, D). Also include field drawings and information needed to describe drainage structures.

NOTES

Owner will allow work to be performed during all daylight hours and survey vehicles are to stay at minimum of 100' from Runway 16-34 at all times. Please coordinate work times with owner and engineer. Work on the airfield will require coordination with airport manager. All vehicles shall be lit with a flashing amber beacon. An airport band radio will be necessary.

Survey vertical accuracy for pavement and structures shall be plus or minus 0.02 feet. Survey vertical accuracy on unpaved surfaces shall be plus or minus 0.05 feet. Horizontal accuracy shall be plus or minus 0.02 feet.

Horizontal datum shall be:

NAD 83 (2007) HARN Idaho State Planes, West Zone, U.S. foot, ground projection (projection shall be scaled from 0,0,0). Provide the combination factor used for projection.

Vertical datum shall be:

NAVD 88.

Exhibit "C"
 Estimated Project Budget
 McCall Airport - Topographic and Existing Features Design Survey MHE
 Boise, ID
 Labor-hour Estimate
 October 3, 2018
 prepared by Steve Frisbie

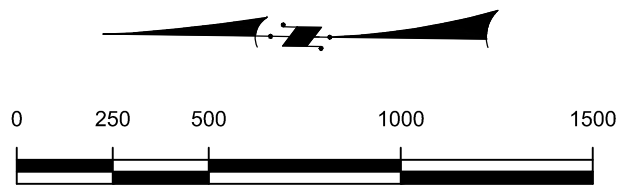
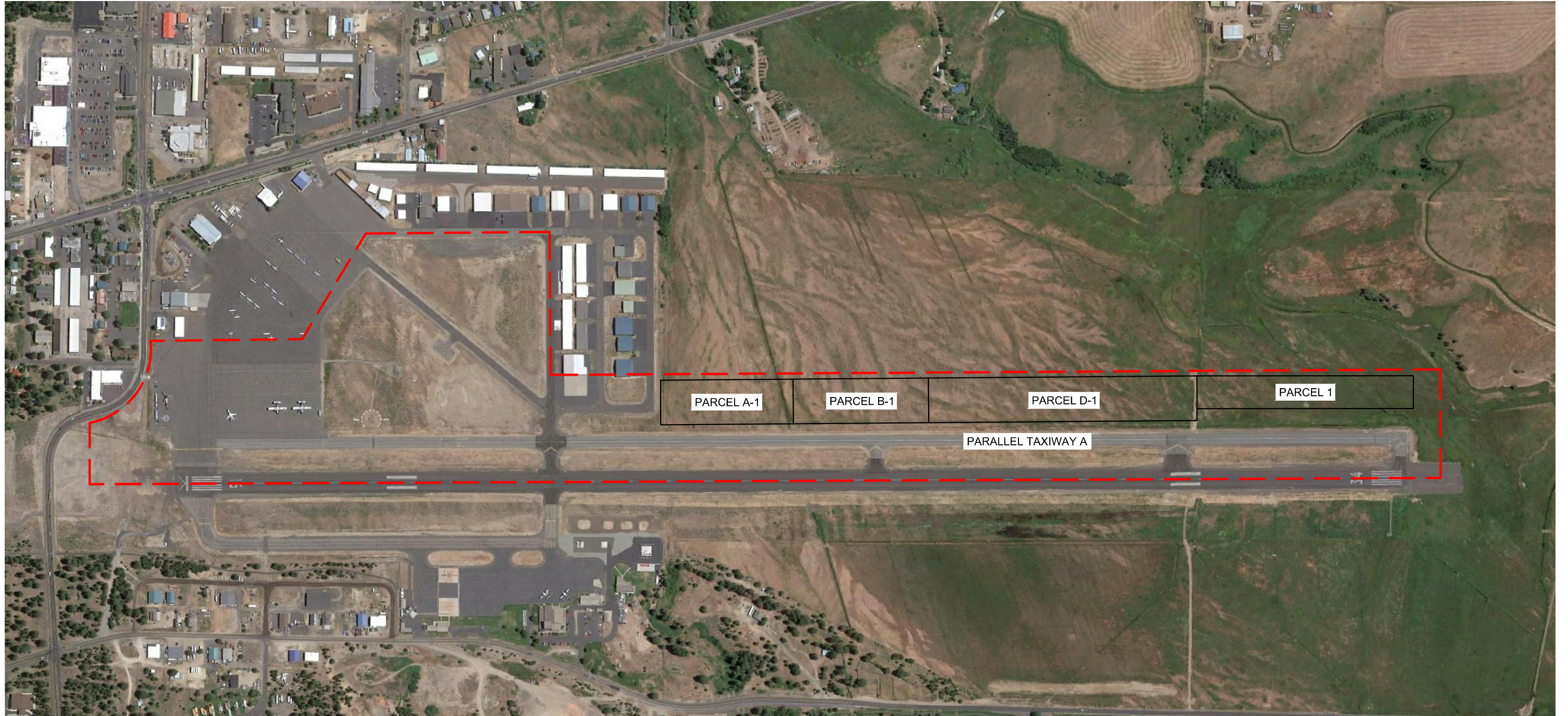
Task ITEM NO.	Description	Total Man-hour	Project Manager	Project Surveyor	Survey Crew	Survey Crew	Staff Surveyor	Clerical	Estimated Task Fee
1	Research, Setup	11	7	4					\$1,680.00
2	Airport/Client Coordination	0							\$0.00
3	Control	24			12	12			\$2,280.00
4	Fieldwork	160			160				\$16,000.00
5	Data Reduction / QC/QA	24	4	20					\$3,440.00
6	Base Drawing and Data Transfer	47	2	5			40		\$5,420.00
7		0							\$0.00
8	Boundary Research (maps, deeds, CFFR)	8		8					\$1,120.00
9	Boundary Fieldwork	20			20				\$2,000.00
10	ROS	40		40					\$5,600.00
11	Monuments	12			12				\$1,200.00
12	Description	14	4	10					\$2,040.00
13	Recording/Filing	6					6		\$660.00
14		0							\$0.00
Subtotal of Estimated Man-Hour Fees									\$41,440.00
15	Mileage 1250 x .65								\$815.00
16	GPS and Robotic 120hrs x 55								\$6,600.00
17	Per Diem 15days x 40								\$600.00
18	Hotel (15 x 140)								\$2,100.00
TOTAL ESTIMATED FEES		366	17	87	204	12	46	0	\$51,555.00

A. Estimated Labor Summary

Personnel	Man-hour	Rate	Extension
Project Manager	17	\$160.00	\$2,720.00
Project Surveyor	87	\$140.00	\$12,180.00
Survey Crew	204	\$100.00	\$20,400.00
Survey Crew	12	\$90.00	\$1,080.00
Staff Surveyor	46	\$110.00	\$5,060.00
			\$0.00
Total Labor Cost	366		\$41,440.00

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McCALL MUNICIPAL AIRPORT PROJECT SURVEYING EXHIBIT

LEGEND

--- APPROX. SURVEY LIMITS

T-O ENGINEERS
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642-6703
PHONE: (208) 323-2288 FAX: (208) 323-2399
E-FILE: N/A DATE: 09/2018 JOB: 180357

September 27, 2018
File No. 03139

T-O Engineers
2471 S. Titanium Place
Meridian, Idaho 83642



Attention: Mr. Kevin Bissell, P.E.

SUBJECT: Proposed Geotechnical Investigation
Relocate Parallel Taxiway A
McCall Municipal Airport, McCall, Idaho

Dear Kevin,

American Geotechnics (AGEO) is pleased to present T-O Engineers with our proposed scope of services for the McCall Municipal Airport's relocation of Parallel Taxiway A. Please see our project understanding, anticipated site and subsurface conditions, scope of services, costs and schedule proposal, limitations, and conditions of authorization below.

UNDERSTANDING

American Geotechnics understands the project will involve relocating the Parallel Taxiway A at the McCall Municipal Airport in McCall, Idaho. From the site plan and scope of work T-O Engineers provided, we understand the investigation will be in the airport operations area; requiring the field investigation to be performed in general accordance with FAA Advisory Circular 150/5210-5 *Painting, Marking, and Lighting of Vehicles Used on an Airports* and FAA Advisory Circular 150/5370-2 *Operational Safety on Airports During Construction*. The pavements will be designed by T-O Engineers. Airport security and safety training is not required.

ANTICIPATED SITE AND SUBSURFACE CONDITIONS

The proposed site is located in McCall, Idaho. The site is currently used for airport operations. Anticipated soil conditions include gravels, silts, and sands.

We have developed our field investigation program and estimated fee. We assume the subsurface materials can be drilled with hollow stem auger equipment.

We assume you have secured permission to physically access the site and the site is accessible by standard two-wheel-drive drilling and excavation equipment. We also assume our subsurface

September 27, 2018

investigation will not encounter concrete or contaminated materials.

SCOPE OF SERVICES

We will provide a geotechnical subsurface investigation, laboratory testing, and reporting for the pavement, base, subbase, and subgrade soils encountered. Specifically, our scope of services consists of the following.

Field Exploration

We will stake or paint boring locations in the project site and coordinate utilities clearance with Idaho 811 and airport management prior to our field investigation. We will locate the boring locations in the field using a hand-held GPS and coordinates provided by T-O Engineers. We will contact T-O Engineers to coordinate site access as needed.

The field investigation will be performed between 7:00am and 7:00pm during a pre-arranged taxiway closure. We will coordinate our work schedule with T-O Engineers and the airport manager, Jay Scherer at (208)634-1488 .

Our investigation will include drilling up to 18 soil borings on or in the vicinity of the existing Parallel Taxiway a up to 6-feet below ground surface (BGS) as described below.

- 5 soil borings are planned through the existing Parallel Taxiway A.
- 1 soil boring is planned through the existing Taxiway D.
- 11 soil borings are planned on unpaved areas adjacent to the existing Parallel Taxiway A.
- 1 soil boring is planned in the existing runoff detention basin. We will perform a field constant head permeameter test to determine the subsurface infiltration rate at this location.

We will core the pavement borings using a 4-inch core barrel and patch the boring with asphalt cold patch using our hydraulic ram. Asphalt thickness, base, subbase and subgrade soil depths below the existing pavement surface will be recorded, if encountered. Depth to groundwater, if encountered, will be measured and recorded. Boring locations will be recorded using a hand held GPS. The fieldwork will be under the direction of our field engineer who will supervise drilling operations, prepare field logs, and select sample locations.

September 27, 2018

Laboratory Testing

Samples will be collected and returned to Boise, Idaho for analysis in our materials laboratory to determine physical and engineering properties. We will perform all laboratory tests in general accordance with ASTM published procedures. As appropriate, the laboratory program will include:

- visual classifications,
- 6 each moisture contents,
- 6 each sieve analyses,
- 3 each Atterberg limits,
- 2 each hydrometer analysis
- 7 each California Bearing Ratio (CBR) testing. (anticipate 1 test for existing Parallel Taxiway and 6 tests for the unpaved area parallel to the existing Parallel Taxiway A)

Unless otherwise notified by T-O Engineers samples will be disposed of in the Hidden Hollow Landfill 60 days after the completion of the laboratory testing.

Engineering Analyses and Reporting

A description of our field investigation, the results of our laboratory testing, and our engineering analyses will be provided along with our recommendations and will be summarized in a geotechnical engineering report. The report will include:

- Description of general soil and groundwater conditions.
- CBR and index test results.
- FAA Frost Group for the subgrade material as described in FAA Advisory Circular 150/5320-6 *Airport Pavement Design and Evaluation*
- Asphalt Core Photographs.
- Recommended infiltration rate at the existing airport runoff detention basin.

We agree to exclude recommendations relating to the following:

- Pavement section design.



September 27, 2018

- Rigid Pavement
- Estimated settlements.
- Allowable bearing pressures.

Project deliverables include one emailed Draft Report (PDF format) and three bound copies of the Final Report delivered to T-O Engineers' Boise office

COSTS AND SCHEDULE

Our fee for the investigation and report, as outlined above, will be a lump sum of \$16,800.

Our fee does not include attendance at meetings, which will be charged on a time and expense basis.

After authorization to proceed, we can provide a schedule of field work and document delivery.

LIMITATIONS

Geotechnical investigations can be performed at various levels of detail to suit your needs. More extensive investigations yield more information that may help you better understand and manage your risk. Since more detailed investigations and analyses involve more expense, T-O Engineers has the opportunity to establish an acceptable level of risk for your project. Acceptance of this proposal will indicate that you have reviewed the scope of services, agree to its terms and that you have neither requested nor require any additional information beyond the scope of our services stated in this proposal.

The geotechnical report is intended solely for your use and the use of your retained consultants.

Unless otherwise agreed to in writing, American Geotechnics' (Consultant) liability with regard to its services under this proposal is limited to the amount of Consultant's fee. Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from damages and losses arising from the negligent acts, omissions or errors of the Consultant in the performance of professional services under this proposal, (except for Consultant's sole negligence or willful misconduct).

American Geotechnics assumes no responsibility for acts, omissions or damages associated with any entity failing to implement any of our geotechnical recommendations. Client agrees that no entity is allowed to make any changes to our geotechnical recommendations without our written authorization.



September 27, 2018

To the extent geotechnical engineering concerns arise during construction of a project related to recommendations prepared by American Geotechnics, Client agrees to retain American Geotechnics to review such matters.

Client agrees that Consultant shall not be required to assume, any obligation or duty to defend any claims, causes of action, demands, or lawsuits in connection with or arising out of this project or the services rendered by Consultant.

American Geotechnics will assume no responsibility or liability whatsoever for any claim, loss of property value, damage or injury which results from pre-existing hazardous materials being encountered or present on the project site, or the discovery of such hazardous materials.

AUTHORIZATION

We understand that T-O Engineers will prepare an agreement for use with American Geotechnics and T-O Engineers will include this proposal in the agreement. By accepting this scope of work, T-O Engineers agrees that the terms, conditions, and limitations contained within this proposal are integrated, merged, and made a part of the agreement.

Respectfully submitted,

American Geotechnics

A handwritten signature in blue ink, appearing to read "Ryan G. Van Leuven".

Ryan G. Van Leuven, PE
Geotechnical Engineer

Rex W. Hansen, PE
Geotechnical Engineer



**Kestrel Environmental Services, LLC
Scope of Professional Services
Environmental Subconsultant Services
Wildlife Hazard Site Visit and Report
McCall Municipal Airport, McCall, Idaho
September 25, 2018**

Project Description

As part of the upcoming Relocation of Parallel Taxiway 'A' at the McCall Municipal Airport, the FAA is requiring that the City of McCall complete a Wildlife Hazard Site Visit (WHSV) to determine the presence of wildlife hazards on and around the airport. No previous wildlife hazard analysis has been completed at this airport. The scope of services for this project is based on physical size of the airport and depth of analysis required to accurately assess the impact wildlife has on the airport. This site visit and subsequent report will be the basis of support for construction of wildlife fencing during relocation of Parallel Taxiway 'A'.

The airport is located immediately south of the City of McCall adjacent to State Highway 55. Due to the rural location of the airport the possibility of wildlife hazards exists on the airfield. The findings of the site visit will be detailed in a concise report that will provide guidance for mitigation of those hazards. After reviewing the WHSV report, FAA will determine if further study is necessary. The FAA may determine that a Wildlife Hazard Management Plan (WHMP) or Wildlife Hazard Assessment (WHA) is necessary. If a WHMP or WHA is required by FAA, that study will be provided under a separate agreement.

Scope of Professional Services

Per FAA guidance, this scope of professional services includes the following tasks:

- Collection of information about the airport and the surrounding area.
- Field observation of wildlife and notable attractants on and immediately around the airport.
- Final report with recommendations for mitigation of wildlife attractants.

A qualified Airport Wildlife Biologist (per AC 150/5200-36A) will conduct the WHSV. During the site visit the Biologist will collect and compile information about the wildlife hazard history of the airport, documented and suspected wildlife hazards, habitat attractants, control activities, airport operations procedures, and documentation of wildlife hazards by pilots. This site visit will be conducted over a period of two to three days during which the Biologist will; evaluate wildlife habitat on and around the airport vicinity, record direct or indirect wildlife observations, review current wildlife management activities and historic wildlife strike data at the airport.



**Kestrel Environmental Services, LLC
Scope of Professional Services
Environmental Subconsultant Services
Wildlife Hazard Site Visit and Report
McCall Municipal Airport, McCall, Idaho
September 25, 2018**

Basis of Cost Analysis

Task	Fee
1. Conduct Wildlife Hazard Site Visit	
2. Produce Final Report	
<u>Estimated Fee – Wildlife Hazard Site Visit and Report</u>	<u>\$6,900</u>
Total	\$6,900

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 18-272
Meeting Date October 25, 2018

AGENDA ITEM INFORMATION

SUBJECT: <i>Police Department Traffic Control Update</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department	<i>[Signature]</i>	Originator
		Public Works		
		Golf Course		
				Parks and Recreation
COST IMPACT:	N/A	Airport		
FUNDING SOURCE:	N/A	Library		
TIMELINE:	N/A	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:
The purpose of this agenda item is to provide an overview of traffic control measures being implemented to address recent public concerns. No action is necessary from the Council as this will also encompass a question and answer period for any clarifications.

RECOMMENDED ACTION:
None – Information only

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 18-274
Meeting Date October 25, 2018

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>Request the Approval of two Agreements with Airbnb, INC. to Register with the City of McCall to Collect and Remit Local Option Taxes for Short-Term Rentals Booked Through their Platform</i>		Mayor / Council		
		City Manager	ABS	
		Clerk	AW	Originator
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
		Airport		
Library				
Information Systems				
Grant Coordinator				
COST IMPACT:	n/a			
FUNDING SOURCE:	n/a			
TIMELINE:	Immediate			
SUMMARY STATEMENT:				
<p>In 2017 the Idaho State Legislature passed House Bill 216 that states a short-term rental marketplace shall collect, report, and pay taxes imposed on the lodging operator or occupant of a short-term rental or vacation rental by any local government. Airbnb constitutes a short-term rental marketplace, as defined by Idaho Code. There were some differences of opinion on the part of Airbnb on whether Idaho code applied to all bookings both state and local. This resulted in the fact that Airbnb has not registered with the City of McCall to remit said taxes on behalf of their short-term rental clients. The City’s attorneys have worked with the City of McCall and other resort cities in Idaho to resolve this issue and has come to an agreement with Airbnb that they will register and remit taxes to the City on behalf of their clients within the City of McCall.</p>				
RECOMMENDED ACTION:				
<p>Approve two agreements with Airbnb, INC. to register with the City of McCall to collect and remit local option taxes for short-term rentals booked through their platform and to remit back taxes and approve the Mayor to sign all necessary documents.</p>				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

**AGREEMENT BETWEEN
AIRBNB, INC. AND THE CITY OF MCCALL, IDAHO**

1. **PARTIES.** The parties (“**Parties**”) to this Agreement (“**Agreement**”) are Airbnb, Inc. (“**Airbnb**”), whose address is 888 Brannan Street, 4th Floor, San Francisco, California 94103, and the City of McCall, Idaho (“**City**”), whose address is 216 East Park Street McCall, Idaho 83638.

2. **PURPOSE OF AGREEMENT.**
 - A. Airbnb provides an Internet-based platform (“**Platform**”) through which third parties that offer accommodations (“**Hosts**”) and third parties that book such accommodations (“**Guests**”), may communicate, negotiate and consummate a direct booking transaction for accommodations in the City of McCall (“**Booking Transactions**”).

 - B. The City and Airbnb enter into this Agreement in order to settle the payment of certain nonproperty local option taxes (“**LOT**”) under Idaho Code §§ 63-1803(5) and 63-1804(3) (“**State Law**”), and the City Municipal Code Title 4, Chapters 11 and 12 (“**City Code**”) for Booking Transactions completed by Hosts and Guests on the Platform for lodging accommodations located in the City between January 1, 2018 and October 31, 2018 (“**Lookback Period**”).

3. **SPECIFIC PROVISIONS OF AGREEMENT BETWEEN PARTIES.** In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:
 - A. Airbnb agrees that, by October 31, 2018, it will pay the City the amount set forth in **Exhibit A**.

 - B. The City agrees that the Lookback Period is forever closed to additional audits or assessments against Airbnb. The City expressly releases, acquits, waives and forever discharges Airbnb, its current or past affiliated parent or subsidiary companies, directors, shareholders investors, employees and other agents, and/or Hosts or Guests from any and all actions, causes of action, indebtedness, suits, damages or claims arising out of or relating to payment of and/or collection of LOT, including but not limited to penalties, fines, interest or other payments relating to LOT on any Booking Transactions prior to October 1, 2018.

 - C. The City expressly releases, acquits, waives and forever discharges Airbnb, its current or past affiliated parent or subsidiary companies, directors, shareholders investors, employees and other agents, from any and all actions, causes of action, indebtedness, suits, damages or claims arising out of or relating to payment of and/or collection of LOT or other tax indebtedness, including but not limited to penalties, fines, interest or other payments relating to LOT on any Booking Transactions prior to January 1, 2018. Nothing contained in this Paragraph of this

Agreement will constitute a release or waiver of any claim, cause of action or indebtedness that the Jurisdiction may have or claim to have against any Host or Guest unrelated to Booking Transactions under this Agreement.

- D. The City considers the amount designated in **Exhibit A** as confidential taxpayer return information subject to the confidentiality restrictions provided for in State Law, including but not limited to the restrictions contained within the City Code § 4.11.23 and 4.12.23.

4. **GENERAL PROVISIONS.**

- A. **Choice of Law.** This Agreement, its construction and any and all disputes arising out of or relating to it, shall be interpreted in accordance with the substantive laws of the State of Idaho without regard to its conflict of law principles.
- B. **Modification.** No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.
- C. **Merger and Integration.** This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.
- D. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. The Agreement shall become effective when a counterpart has been signed by each Party and delivered to the other Party, in its original form or by electronic mail, facsimile or other electronic means. The Parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.
- E. **Relationship of the Parties.** The Parties are entering into an arm's-length transaction and do not have any relationship, employment or otherwise. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.
- F. **Waiver and Cumulative Remedies.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.
- G. **Force Majeure.** Neither Party shall be liable for any failure or delay in

performance under this Agreement for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Airbnb employees), computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

- H. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Airbnb may assign this Agreement in its entirety without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.
- I. Miscellaneous. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- J. No admission. Nothing in this Agreement shall be construed as an admission by Airbnb that it is liable for the collection and remittance of any LOT for periods prior to the Lookback Period.
- K. Notices. All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the address(es) provided in Section 1 of this Agreement.

REMAINDER OF THIS PAGE LEFT BLANK

The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

FOR AIRBNB, INC. this ____ day of October 2018.

By: _____

Mirei Yasumatsu, Global Tax Director

Airbnb, Inc.

888 Brannan Street, 4th Fl.

San Francisco, CA 94103

FOR THE CITY OF MCCALL IDAHO

this ____ day of October 2018

By: _____

Jackie Aymon, Mayor

City of McCall, Idaho

216 East Park Street

McCall, Idaho 83638

ATTEST: _____

BessieJo Wagner, City Clerk

**TAX COLLECTION AGREEMENT
FOR
CITY OF MCCALL, IDAHO, LOCAL OPTION TAX**

THIS TAX COLLECTION AGREEMENT (the “**Agreement**”) is dated _____, 2018 and is between **AIRBNB, INC.**, a Delaware corporation (“**Airbnb**”) and the **CITY OF MCCALL, IDAHO**, a municipal corporation of the State of Idaho (the “**City**”). Each party may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS:

WHEREAS, Airbnb represents that it provides an Internet-based platform (the “**Platform**”) through which third parties offering accommodations (“**Hosts**”) and third parties booking such accommodations (“**Guests**”) may communicate, negotiate and consummate a direct booking transaction for accommodations (“**Booking Transaction**”); and

WHEREAS, the City of McCall has adopted certain nonproperty local option taxes under McCall Municipal Code Title 4, Chapters 11 and 12, and pursuant to the City’s authority under Idaho Code §50-1044;

WHEREAS, Airbnb constitutes a short-term rental marketplace, as defined by Idaho Code §63-1803(5), which shall collect, report, and pay certain taxes, as required by Idaho Code §63-1804(3);

WHEREAS, Airbnb believes there may be ambiguity as to whether Idaho Code §§ 63-1803(5) and 63-1804(3) apply to all Booking Transactions that may be consummated through the Platform;

WHEREAS, notwithstanding the above, Airbnb and the City agree that Airbnb will collect, report and pay the local option tax imposed by the City on all Booking Transactions completed by Hosts and Guests on the Platform for accommodations located in the City of McCall, Idaho (the “**Taxable Booking Transactions**”); and

WHEREAS, the City and Airbnb enter into this Agreement in order to facilitate the reporting, collection and remittance of applicable local option taxes (“**LOT**”) imposed under applicable Idaho state law (“**State Law**”) and the City Municipal Code (“**City Code**”), for Taxable Booking Transactions.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

(A) Pursuant to the requirements of State Law, City Code, and the terms and conditions of this Agreement, including only for periods in which this Agreement is effective (defined below), and solely for Taxable Booking Transactions completed on the Platform, Airbnb contractually agrees to assume the duties for the collection and remittance of LOT (hereinafter referred to as a “**Collector**”). The assumption of such duties shall not trigger any other registration requirements to which Airbnb is not otherwise subject.

(B) Starting November 1, 2018 (the “**Effective Date**”), Airbnb will collect and remit LOT on behalf of Hosts, pursuant to the terms of State Law, the City Code, and this Agreement, at the applicable rate, on Taxable Booking Transactions. Except as set forth in Paragraph (K) below, Airbnb shall not assume any obligation or liability to collect LOT for any period or for any transaction prior to the Effective Date or after termination of this Agreement unless otherwise required by law.

REMITTANCE OF LOT

(C) Airbnb agrees reasonably to report aggregate information on the tax return form prescribed by the City, including an aggregate of gross receipts, exemptions, adjustments, and taxable receipts of all LOT that is subject to the provisions of this Agreement. Airbnb shall remit all LOT collected from Guests in accordance with this Agreement in the time and manner described in the City Code or as otherwise agreed to in writing.

AIRBNB LIABILITY

(D) Pursuant to the terms of this Agreement, Airbnb agrees contractually to assume liability for any failure to report, collect and/or remit the correct amount of LOT, including, but not limited to, penalties and interest, lawfully and properly imposed in compliance with the City Code. Nothing contained herein nor any action taken pursuant to this Agreement shall impair, restrict or prevent Airbnb from asserting that any LOT and/or penalties, interest, fines or other amounts assessed against it were not due, are the subject of a claim for refund under applicable law or otherwise bar it from enforcing any rights accorded by law.

(E) Airbnb understands that it may be subject to audit by the City. During any period for which Airbnb is not in breach of its obligations under this Agreement, the City agrees to audit

Airbnb on the basis of LOT returns and supporting documentation and agrees not to directly or indirectly audit any individual Guest or Host relating to Taxable Booking Transactions unless and until an audit of Airbnb by the City has been completed with the matter unresolved. The City reserves the right to audit any individual Host for activity that has been brought to the attention of the City in the form of a complaint or other means independent of this Agreement or independent of data or information provided pursuant to this Agreement.

(F) The City agrees to audit Airbnb on an anonymized transaction basis for Taxable Booking Transactions. Except as otherwise required by State Law or City Code, Airbnb will not be required to produce any personally identifiable information relating to any Host or Guest or relating to any Booking Transaction without binding legal process. To the extent reasonable, prior to pursuing binding legal process such as an administrative subpoena, the City will attempt to resolve any audit of Airbnb with respect to Host or Guest.

(G) For the sole purpose of reporting, collection and remittance of LOT under this Agreement, Airbnb agrees to obtain a nonproperty sales tax permit as required under the City Code. Airbnb will be the registered permittee on behalf of any affiliate or subsidiary collecting LOT.

GUEST AND HOST LIABILITY

(H) During any period in which this Agreement is effective relating to Taxable Booking Transactions, provided Airbnb is in compliance with its obligations herein, Hosts shall be relieved of any obligation to collect and remit LOT on Taxable Booking Transactions once Airbnb has remitted LOT on such Taxable Booking Transactions to the City, and Hosts shall be permitted but not required to register individually with the City to collect, remit and/or report LOT. Nothing in this Agreement shall relieve Guests or Hosts from any responsibilities with respect to LOT for transactions completed other than on the Platform, or to restrict the City from investigating or enforcing any provision of applicable law against such users for such transactions.

NOTIFICATION TO GUESTS AND HOSTS

(I) Airbnb agrees, for the purposes of facilitating this Agreement, and as required by its Terms of Service, that it will notify (i) Hosts that LOT will be collected and remitted to the City as of the Effective Date pursuant to the terms of this Agreement; and (ii) Guests and Hosts of the amount of LOT collected and remitted on each Taxable Booking Transaction.

LIMITATION OF APPLICATION

(J) This Agreement is solely for the purpose of facilitating the administration and collection of the LOT with respect to Taxable Booking Transactions and, except with respect to the rights and liabilities set forth herein, the execution of or actions taken under this Agreement shall not be considered an admission of law or fact or constitute evidence thereof under the City Code or any other provisions of the laws of the United States of America, of any State or subdivision or municipality thereof. This Agreement does not supersede or waive any relevant provisions of State Law or City Code. Neither Party waives, and expressly preserves, any and all arguments, contentions, claims, causes of action, defenses or assertions relating to the validity or interpretation or applicability of the City Code, regulations or application of law.

DURATION/TERMINATION

(K) This Agreement may be terminated by Airbnb or the City for convenience on thirty (30) day written notification to the other Party. Such termination will be effective on the first day of the calendar month following the thirty (30) day written notification to the other Party. Any termination under this Paragraph shall not affect the duty of Airbnb to remit to the City any LOT collected from Guests up through and including the effective date of termination of this Agreement, even if not remitted by Airbnb to the City as of the date of termination. Termination does not relieve Airbnb from its obligations related to collection and remittance of LOT pursuant to State Law and City Code.

MISCELLANEOUS

(L) CHOICE OF LAW. This Agreement, its construction and any and all disputes arising out of or relating to it, shall be interpreted in accordance with the substantive laws of the State of Idaho without regard to its conflict of law principles.

(M) MODIFICATION. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

(N) MERGER AND INTEGRATION. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

(O) COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together,

shall constitute one and the same instrument. The Agreement shall become effective when a counterpart has been signed by each Party and delivered to the other Party, in its original form or by electronic mail, facsimile or other electronic means. The Parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.

(P) RELATIONSHIP OF THE PARTIES. The Parties are entering into an arm's-length transaction and do not have any relationship, employment or otherwise. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.

(Q) WAIVER AND CUMULATIVE REMEDIES. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

(R) FORCE MAJEURE. Neither Party shall be liable for any failure or delay in performance under this Agreement for emergency causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Airbnb employees), computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will reasonably be extended for a period of time equal to the time lost due to any delay so caused.

(S) ASSIGNMENT. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Airbnb may assign this Agreement in its entirety upon notice without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

(T) MISCELLANEOUS. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent

permitted by law, and the remaining provisions of this Agreement shall remain in effect.

NOTICES

(U) All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing postage prepaid; or (iii) the second business day after sending by overnight mail or by facsimile with telephonic confirmation of receipt. Notices shall be addressed to the attention of the following persons, provided each Party may modify the authorized recipients by providing written notice to the other Party:

To Airbnb:

Airbnb, Inc.
Attn: General Counsel
888 Brannan Street, 4th Fl.
SF, CA 94103
legal@airbnb.com

Airbnb, Inc.
Attn: Global Head of Tax
888 Brannan Street, 4th Fl.
SF, CA 94103
tax@airbnb.com

To the City:

City of McCall
Attn: City Manager
216 East Park Street
McCall, Idaho 83638
Fax: (208) 634-3038

(Signatures follow on next page)

IN WITNESS WHEREOF, Airbnb and the City have executed this Agreement effective on the date set forth in the introductory clause.

AIRBNB, INC., a Delaware corporation

By: _____

Mirei Yasumatsu, Global Tax Director

CITY OF MCCALL, IDAHO

By: _____

Jackie Aymon, Mayor

ATTEST: _____

BessieJo Wagner, City Clerk

Upcoming Meetings Schedule

November 7, 2018 Police Department Public Open House and ribbon cutting 3pm-5pm

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)*
5. *Office of Highway Safety Grant Application (Dallas)*
6. *Mini ITD OT for large scale events Grants Application (Dallas)*
7. *ITD program safety grant Application (Dallas)*
8. *FY18 LOT Funds to be budgeted (BessieJo)*
9. *Golf Equipment Lease (Eric)*
10. *Parking Ordinance Adoption (Justin)*
11. *Review of GAA recommended Golf Fees for FY19 (Eric)*
12. *Airport Triangle decision? (Jay)*
13. *ITD Grant Award (Nathan) **Consent***
14. *Alsco Contract*

November 29, 2018 - 5:30 pm, Legion Hall – Regular Council Meeting

1. *Work Session:*
2. *Treasurers Monthly Report (Linda) Consent*
3. *Historic Preservation Commission Annual Report (Michelle, John P)*
4. *Resolution to adopt new Golf Fee Schedule (Eric)*
5. *PUBLIC HEARING FY19 Budget Amendment (Linda)*
6. *Road Scholar Presentation (Cris/Nathan)*

November 30, 2018 – 9:00 am -11:00 Legion Hall – **Special Work Session**

1. *July 4th Multi Agency MOU Extension Discussion (Justin)*
- 2.

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 – three weeks between meetings (Linda)*

December 14, 2018 – 9:00 am -11:00 Legion Hall – **Special Work Session**

1. *City Campus Planning (Michelle)*
- 2.

Please note that the meetings for January have been moved to the first and third Thursday.

Need additional Discussion – Anette potentially out January 1-January 18 and City Officials Day at the Capitol Jan 24th

Options for meeting Combinations are:

- Jan 3, & 17, 18 (Anette out for all three)
- Jan 3 (Anette out), & 31, Feb1 (the second two dates fall during winter carnival)
- Jan 3 (Anette out) & 24 (City Officials Day at the Capitol), 25 (first Day of Winter Carnival)
- Jan 10 (Anette out) & 24 (City Officials Day at the Capitol), 25 (first Day of Winter Carnival)
- Jan 10 (Anette out) & 31, Feb1 (the second two dates fall during winter carnival)
- Or any of the above with the retreat moved to a date that will work for all with Anette here. Does not have to be on a Friday nor does it have to be in January; and the January work session either cancelled or used as a regular work session instead of the retreat.

January 3, 2019 - 5:30 pm, Legion Hall – Regular Council Meeting

1. *Monthly Department Reports)/Committee Minutes*
2. *Chamber Report*

January 17, 2019 - 5:30 pm, Legion Hall – Regular Council Meeting

1. *Work Session:*
2. *Treasurers Monthly Report (Linda) Consent*
3. *Airport Advisory Committee Annual Report (Jay)*
4. *Resolution to pay bills – four weeks between meetings (Linda)*
- 5.

January 18, 2019 – 9:00 am -3:00 Legion Hall – **Special Work Session** **Council Retreat?**

- 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. *SPF Contract*
7. *Library Bond (Meg)*
8. *Bear Basin / Meadows Road Maintenance Presentation (Nathan)*
9. *Speed limit*
10. *Boat Trailer*
11. **PUBLIC HEARING:** *2018 All Hazard Mitigation Plan Goals and Strategies (Anette/Justin)*
12. *Title 3 code update*
13. *Historical Museum & St Luke's City Lease (Nathan)*
14. *Historical Museum Snow Management Agreement (Nathan)*
15. *3rd Council workshop on ownership and maintenance of Sidewalks policy (1 Hour)*