

AGENDA
McCall City Council Regular Meeting
September 14, 2017 at 5:30 p.m.
McCall City Hall (Lower Level) Legion Hall
216 East Park Street

OPEN SESSION ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVE THE AGENDA

OATHS OF OFFICE

AB 17-188 Installation and Oath of Office of Newly Appointed City Council
Member: Melanie Holmes

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 items:

1. Payroll Report for Period Ending August 25, 2017
2. Clerk's License Report
3. Warrant Register – GL
4. Warrant Register – Vendor
5. AB 17-194 Request to Approve Resolution 17-18 to Surplus Property of the Drug Terminator
6. AB 17-195 Request to Approve the Laserfiche Cloud Subscription Agreement for Hosted Online Services
7. AB 17-196 Request to Approve the Agreement with The Building Department, LLC for Plan Review Services
8. AB 17-197 Greystone Village #3, Lot 7, Block , 1551 McCall Avenue, Request of Lease Termination and Establishment of a New Lease

DEPARTMENT REPORTS

Review Monthly Department Reports

COMMITTEE MINUTES

1. Historical Preservation Committee 2017 – June 23
2. Historical Preservation Committee 2017 – July 31
3. Library Building Committee 2017 – April 19
4. Library Board & Building Committee Combined 2017 – August 17
5. Library Board of Trustees 2017 – July 20
6. McCall Improvement Committee 2017 – June 8

7. McCall Improvement Committee 2017 – June 15
8. Planning & Zoning Commission 2017 – July 18
9. Planning & Zoning Commission 2017 – August 1

PUBLIC HEARING

AB 17-187 Request to Approve the Eagle Lake PUD-17-01 General Plan and SUB-17-02 Subdivision Preliminary Plat

AB 17-198 Public Hearing (continued) and Request to Approve Resolution 17-16 to Adopt Airport Fee Schedule

PUBLIC COMMENT

At this time, the Mayor will call for any comments from the public for any item(s) the public may wish to bring forward and discuss. **Please limit comments to four (4) 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 17-186 McCall Area Planning and Zoning Commission Annual Report to City Council

AB 17-192 Library Board of Trustees Appointment: John Milliner

AB 17-199 Request to Award the FY2018-2022 Heavy Equipment Lease/Purchase and Adopt Resolution 17-19 for a 5-year Lease-Purchase

AB 17-200 Request to Approve the Contract for Patch/Overlay and Seal Coat Cart Paths at the Golf Course

AB 17-191 Request to Approve Hangar 602A Lease

AB 17-193 Recycling Survey Results

AB 17-190 Updates on the Placement of Crossing Guards at Highway 55 and Railroad Avenue during the Summer Months, and the Protocol of the McCall Police Officers regarding Noise Complaint Calls at Short Term Rental Properties.

AB 17-189 Review of Lease Agreement with Michael Burn for the Golf Course Restaurant

Upcoming Meetings Schedule Discussion

EXECUTIVE SESSION

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

ADJOURNMENT

Americans with Disabilities Act Notice: The City Council Meeting room is accessible to persons with disabilities. If you need assistance, contact City Hall at 634-7142 at least 48 hours prior to the meeting.

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 17-188
Meeting Date September 14, 2017**

AGENDA ITEM INFORMATION

| | | | |
|---|-----------------------------|----------------------|--------------------------------|
| SUBJECT: <i>Installation of newly appointed City Council Member: Melanie Holmes</i> | <i>Department Approvals</i> | <i>Initials</i> | <i>Originator or Supporter</i> |
| | Mayor / Council | | |
| | City Manager | <i>HW</i> | |
| | Clerk | <i>ST</i> | Originator |
| | Treasurer | | |
| | Community Development | | |
| | Police Department | | |
| | Public Works | | |
| | Golf Course | | |
| | COST IMPACT: | Parks and Recreation | |
| FUNDING SOURCE: | Airport | | |
| | Library | | |
| TIMELINE: | Information Systems | | |
| | Grant Coordinator | | |

SUMMARY STATEMENT:

Idaho Code § 50-805 states that the governing body of any city governed by the Council/Manager form of government shall consist of five (5) or seven (7) Council Members. As stated in Idaho Code § 50-702, each Council Member elected at a general city election, shall be installed at the first meeting in January following the election. The incumbents shall meet and conduct such business as may be necessary to conclude the fiscal matters of the preceding year; the newly elected shall then subscribe to the oath of office, be presented certificates of election, assume the duties of their position, and conduct such business as may be necessary.

Due to the resignation of Council Member Laura Scott on August 22, 2017, a new Council Member, Melanie Holmes, was selected through an interview process completed on September 7 to fill the position until January 11, 2018 whereas the position will be filled through the regular election process.

RECOMMENDED ACTION:

Oath of office to be administered by the City Clerk.

RECORD OF COUNCIL ACTION

| MEETING DATE | ACTION |
|---------------------|---------------|
| | |
| | |
| | |

| Emp No | Name | Total Gross Amount | 2-00 Overtime Emp Amt | 10-00 Overtime-G Emp Amt | |
|--------|-----------------------------|--------------------------|-----------------------------|--------------------------------|----------|
| | Total Airport: | | | | |
| | | 2 | 3,746.28 | .00 | .00 |
| | Total City Manager: | | | | |
| | | 3 | 7,490.06 | .00 | .00 |
| | Total Clerk: | | | | |
| | | 2 | 2,874.64 | .00 | .00 |
| | Total Community Developmnt: | | | | |
| | | 6 | 12,126.95 | .00 | .00 |
| | Total Finance: | | | | |
| | | 4 | 8,072.73 | .00 | .00 |
| | Total Golf Course Maint: | | | | |
| | | 13 | 15,174.73 | .00 | .00 |
| | Total Info systems: | | | | |
| | | 2 | 4,881.76 | .00 | .00 |
| | Total Library: | | | | |
| | | 8 | 6,653.77 | .00 | .00 |
| | Total Local Option Tax: | | | | |
| | | 1 | 1,318.14 | .00 | .00 |
| | Total Parks: | | | | |
| | | 10 | 9,576.74 | 592.41 | .00 |
| | Total Police: | | | | |
| | | 15 | 31,389.58 | .00 | 1,608.03 |
| | Total PW/Streets: | | | | |
| | | 12 | 22,712.86 | .00 | .00 |
| | Total Recreation: | | | | |
| | | 3 | 4,834.38 | .00 | .00 |
| | Total Sewer Treatment: | | | | |
| | | 1 | 2,266.47 | .00 | .00 |
| | Total Water Distribution: | | | | |
| | | 4 | 7,172.77 | 149.21 | .00 |
| | Total Water Treatment: | | | | |
| | | 1 | 2,351.51 | 201.56 | .00 |
| | Grand Totals: | | | | |
| | | 87 | 142,643.37 | 943.18 | 1,608.03 |

| Departments | Pay Code | Pay Code Title | Hours Beg Bal | Hours Accrued | Hours Used | Hours Remain |
|-----------------------------|----------|----------------|---------------|---------------|------------|--------------|
| Airport | | | | | | |
| Total 9-02: | | | .63 | .00 | .00 | .63 |
| City Manager | | | | | | |
| Total 9-02: | | | 2.25 | .00 | .00 | 2.25 |
| Clerk | | | | | | |
| Total 9-02: | | | 15.75 | 2.25 | .00 | 18.00 |
| Community Developmnt | | | | | | |
| Total 9-02: | | | 43.08 | .38 | .00 | 43.46 |
| Finance | | | | | | |
| Total 9-02: | | | 4.50 | .00 | .00 | 4.50 |
| Golf Course Maint | | | | | | |
| Total 9-02: | | | 1.00 | .00 | .00 | 1.00 |
| Info systems | | | | | | |
| Total 9-02: | | | .75 | 1.50 | .00 | 2.25 |
| Library | | | | | | |
| Total 9-02: | | | 4.25 | .00 | .00 | 4.25 |
| Local Option Tax | | | | | | |
| Total 9-02: | | | .76 | .75 | .00 | 1.51 |
| Parks | | | | | | |
| Total 9-02: | | | 93.54 | .00 | 62.00 | 31.54 |
| Police | | | | | | |
| Total 9-02: | | | 167.13 | 4.50 | 17.00 | 154.63 |
| PW/Streets | | | | | | |
| Total 9-02: | | | 116.75 | 27.75 | 20.00 | 124.50 |
| Recreation | | | | | | |
| Total 9-02: | | | 55.88 | .00 | .00 | 55.88 |
| Sewer Treatment | | | | | | |
| Total 9-02: | | | 47.15 | 4.50 | 14.00 | 37.65 |
| Water Distribution | | | | | | |
| Total 9-02: | | | 135.27 | 45.75 | 10.50 | 170.52 |
| Water Treatment | | | | | | |
| Total 9-02: | | | 45.50 | 10.50 | .00 | 56.00 |
| Grand Totals: | 9-02 | CT Avail | ===== | ===== | ===== | ===== |

Business License Activity

| Business Name | Type of Business | Address | New | Close | Trsf. | BL# | Issued |
|----------------------------------|--------------------------------|------------------------|-----|-------|-------|------|-----------|
| Meeting 09/14/17 | | | | | | | |
| Little Sprouts Kiddie Kampus LLC | Child Day Care Services | 300 E. Stibnite Ave | X | | | 1586 | 8/28/2017 |
| The Barn Owl Books & Gifts | Retail Books and Gifts | 616 N. 3rd Street #110 | X | | | 1647 | 8/28/2017 |
| Benchmark Development Co. | General Contractor | 217 Jussila Bow Pl | X | | | 1653 | 8/28/2017 |
| Salmon River Woodworks | Custom Furniture Manufacturing | 315 Commerce Street | X | | | 1672 | 8/28/2017 |
| Aspen Flat Construction | General Contractor | 411 Deinhard Ln, Ste C | X | | | 1602 | 9/5/2017 |
| Ryno Works Inc | Drilling & Blasting | 805 N. 3rd Street | X | | | 1673 | 9/5/2017 |
| TMC Construction | General Contractor | 13873 Norwood Rd | X | | | 1676 | 9/5/2017 |

Alcohol License Activity

| Business Name | Owner(s) | Physical Address | New | Renewal | Closed | BL# | Issued | Comments |
|-------------------------|----------|------------------|-----|---------|--------|-------|-----------|----------|
| Meeting 09/14/17 | | | | | | | | |
| The Foresters Club | | | | X | | 420A | 8/22/2017 | |
| Smokin Spirits | | | | X | | 985A | 8/22/2017 | |
| Bistro 45 | | | | X | | 287A | 8/22/2017 | |
| McCall Brewing Co | | | | X | | 427A | 8/22/2017 | |
| Mile High Marina | | | | X | | 498A | 8/22/2017 | |
| Mountain Java | | | | X | | 506A | 8/22/2017 | |
| My Father's Place | | | | X | | 519A | 8/22/2017 | |
| Crusty's Pizza | | | | X | | 1080A | 8/22/2017 | |

| | | | | | | | | |
|---------------------------------|--|--|--|---|--|-------|-----------|--|
| Rupert's at Hotel McCall | | | | X | | 578A | 8/22/2017 | |
| The Sushi Bar Inc. | | | | X | | 751A | 8/22/2017 | |
| The Pancake House | | | | X | | 614A | 8/22/2017 | |
| Growler's Pizza Grill | | | | X | | 995A | 8/22/2017 | |
| Delish Catering LLC | | | | X | | 340A | 8/22/2017 | |
| Steamers Steak & Seafood | | | | X | | 345A | 8/30/2017 | |
| TJ's Cutting Edge Café | | | | X | | 1056A | 8/30/2017 | |
| Lakefront Oriental Cuisine | | | | X | | 1387A | 8/30/2017 | |
| Miners Grab N Go | | | | X | | 1595A | 8/30/2017 | |
| Brundage Beer & Wine | | | | X | | 1351A | 8/30/2017 | |
| Hometown Pizza | | | | X | | 400A | 8/30/2017 | |
| Lago Chapala Mexican Restaurant | | | | X | | 1402A | 8/30/2017 | |
| McCall Pro Shop | | | | X | | 313A | 8/30/2017 | |
| Old Town Market | | | | X | | 951A | 8/30/2017 | |
| Toll Station Pizza Inc. | | | | X | | 1456A | 8/30/2017 | |
| Veg'd Out | | | | X | | 1121A | 8/30/2017 | |

Catering Permit Activity

| Name of Licensee | Event | Location of Event | Day & Date of Event | Time of Event | Revenue |
|-------------------------|-------------------------------|-------------------|---------------------|---------------|---------|
| Meeting 09/14/17 | | | | | |
| Si Bueno, Inc. | Idaho County Assessors Assoc. | Hunt Lodge | Wed Aug 30 | 5 pm - 10 pm | \$20.00 |
| Delish Catering | Anniversary Party | Best Western | Wed Sept 6 | 6 pm - 10 pm | \$20.00 |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|--|----------------|---------------------------------|--------------|--------------------|-------------|------------|
| 01-11750 UTILITY CASH CLEARING | | | | | | |
| MARTINEAU, PAULA & TABITHA | 130353 | REFUND - UTILITY A/C #1.3035.3 | 09/01/17 | 1,000.00 | .00 | |
| CROSS, DEAN O. | 124441 | REFUND - UTILITY A/C #1.2444.1 | 08/22/17 | 78.41 | .00 | |
| MILLER, DENNIS BAIRD & BRETT | 212553 | REFUND - UTILITY A/C #2.1255.3 | 08/17/17 | 57.46 | .00 | |
| FIRST TIME LP | 153802 | REFUND - UTILITY A/C #1.5380.2 | 08/15/17 | 54.27 | .00 | |
| BUTTERFIELD, RICHARD & DIANE | 160952 | REFUND - UTILITY A/C #1.6095.2 | 08/17/17 | 59.24 | .00 | |
| BAKER, JOHN B. & JUDY | 122511 | REFUND - UTILITY A/C #1.2251.1 | 08/17/17 | 101.84 | .00 | |
| Total 01-11750 UTILITY CASH CLEARING: | | | | 1,351.22 | .00 | |
| Total : | | | | 1,351.22 | .00 | |
| Total : | | | | 1,351.22 | .00 | |
| PAYROLL PAYABLES CLEARING | | | | | | |
| 03-21522 COBRA - VISION | | | | | | |
| VSP-VISION SVC PLAN OF IDAHO | 803986589 | PREMIUMS - 12 222271 0001/COBRA | 07/17/17 | 9.84 | 9.84 | 08/24/2017 |
| Total 03-21522 COBRA - VISION: | | | | 9.84 | 9.84 | |
| 03-22318 EAP | | | | | | |
| RELIANT BEHAVIORAL HEALTH LLC | 194985 | EE ASSIST. PROGRAM #15015391 | 08/01/17 | 207.03 | 207.03 | 08/24/2017 |
| Total 03-22318 EAP: | | | | 207.03 | 207.03 | |
| 03-22328 VISION PAYABLE | | | | | | |
| VSP-VISION SVC PLAN OF IDAHO | 803986588 | PREMIUMS - 12 222271 0001 | 07/17/17 | 1,004.28 | 1,004.28 | 08/24/2017 |
| Total 03-22328 VISION PAYABLE: | | | | 1,004.28 | 1,004.28 | |
| 03-22373 GARNISHMENTS | | | | | | |
| VALLEY COUNTY SHERIFF'S DEPT. | 20170818-3 | CASE - #CV2008-135C | 08/18/17 | 111.20 | 111.20 | 08/18/2017 |
| VALLEY COUNTY SHERIFF'S DEPT. | 20170901-3 | CASE - #CV2008-135C | 09/01/17 | 117.62 | 117.62 | 09/01/2017 |
| Total 03-22373 GARNISHMENTS: | | | | 228.82 | 228.82 | |
| 03-22375 CHILD SUPPORT | | | | | | |
| IDAHO CHILD SUPPORT RECEIPTING | 20170818-1 | CHILD SUPPORT - #335546 | 08/18/17 | 178.14 | 178.14 | 08/18/2017 |
| IDAHO CHILD SUPPORT RECEIPTING | 20170818-2 | CHILD SUPPORT - #195240 | 08/18/17 | 245.06 | 245.06 | 08/18/2017 |
| IDAHO CHILD SUPPORT RECEIPTING | 20170901-1 | CHILD SUPPORT - #335546 | 09/01/17 | 178.14 | 178.14 | 09/01/2017 |
| IDAHO CHILD SUPPORT RECEIPTING | 20170901-2 | CHILD SUPPORT - #195240 | 09/01/17 | 245.06 | 245.06 | 09/01/2017 |
| Total 03-22375 CHILD SUPPORT: | | | | 846.40 | 846.40 | |
| Total : | | | | 2,296.37 | 2,296.37 | |
| Total PAYROLL PAYABLES CLEARING: | | | | 2,296.37 | 2,296.37 | |
| GENERAL FUND | | | | | | |
| 10-22540 DEPOSITS/EVIDENCE PROPERTY | | | | | | |
| KISTNER, SHERRY | 20170818 | REFUND - PARKS DEPOSIT | 08/24/17 | 150.00 | .00 | |
| ATKINSON, ROSE MARIE | 20170812 | REFUND - PARKS DEPOSIT | 08/17/17 | 50.00 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|----------------|------------------------------|--------------|--------------------|-------------|-----------|
| Total 10-22540 DEPOSITS/EVIDENCE PROPERTY: | | | | 200.00 | .00 | |
| Total : | | | | 200.00 | .00 | |
| INFORMATION SYSTEMS | | | | | | |
| 10-42-150-210.0 DEPARTMENT SUPPLIES | | | | | | |
| U.S. BANK - CARD SERVICES | 0817-SIMMONDS | FLASH DRIVES | 08/25/17 | 115.58 | .00 | |
| Total 10-42-150-210.0 DEPARTMENT SUPPLIES: | | | | 115.58 | .00 | |
| 10-42-150-240.0 MINOR EQUIPMENT | | | | | | |
| AMAZON.COM | 018189724665 | HEIGHT ADJUSTABLE DESK TOP | 07/25/17 | 189.99 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-SIMMONDS | USB CONFERENCING MICROPHONES | 08/25/17 | 79.99 | .00 | |
| Total 10-42-150-240.0 MINOR EQUIPMENT: | | | | 269.98 | .00 | |
| 10-42-150-250.0 MOTOR FUELS AND LUBRICANTS | | | | | | |
| CHEVRON TEXACO | 51319966-IT | FUEL - A/C #6000643053 | 09/06/17 | 42.54 | .00 | |
| Total 10-42-150-250.0 MOTOR FUELS AND LUBRICANTS: | | | | 42.54 | .00 | |
| 10-42-150-392.0 WEB PAGE | | | | | | |
| U.S. BANK - CARD SERVICES | 0817-SIMMONDS | STANDARD MULTIPLE DOMAIN | 08/25/17 | 249.99 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-SIMMONDS | WEB SERVICES-THIRD PARTY | 08/25/17 | 204.00 | .00 | |
| Total 10-42-150-392.0 WEB PAGE: | | | | 453.99 | .00 | |
| 10-42-150-460.0 TELEPHONE | | | | | | |
| U.S. BANK - CARD SERVICES | 0817-SIMMONDS | CELL PHONE CHARGE | 08/25/17 | 46.43 | .00 | |
| Total 10-42-150-460.0 TELEPHONE: | | | | 46.43 | .00 | |
| 10-42-150-463.0 DIGITAL PHONE SYSTEM | | | | | | |
| InCOM TELECOM LLC | 035373-201709 | DIGITAL PHONE SVC - #035373 | 08/24/17 | 1,789.08 | .00 | |
| Total 10-42-150-463.0 DIGITAL PHONE SYSTEM: | | | | 1,789.08 | .00 | |
| 10-42-150-610.0 COMPUTER SOFTWARE | | | | | | |
| U.S. BANK - CARD SERVICES | 0817-SIMMONDS | DEEP FREEZE SUBSCRIPTIONS | 08/25/17 | 330.00 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-SIMMONDS | SONICWALL FIREWALL LICENSES | 08/25/17 | 215.00 | .00 | |
| Total 10-42-150-610.0 COMPUTER SOFTWARE: | | | | 545.00 | .00 | |
| 10-42-150-620.0 COMPUTER HARDWARE | | | | | | |
| CDW GOVERNMENT INC. | JWM8399 | MONITORS | 08/22/17 | 464.42 | .00 | |
| DELL MARKETING L.P. | 10186991277 | DELL OPTIPLEX 3050 COMPUTERS | 08/25/17 | 4,747.92 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-SIMMONDS | MONITORS, CABLES | 08/25/17 | 234.95 | .00 | |
| Total 10-42-150-620.0 COMPUTER HARDWARE: | | | | 5,447.29 | .00 | |
| Total INFORMATION SYSTEMS: | | | | 8,709.89 | .00 | |
| CITY MANAGER | | | | | | |
| 10-43-150-240.0 MINOR EQUIPMENT | | | | | | |
| U.S. BANK - CARD SERVICES | 0817-COYLEN | CAMERA | 08/25/17 | 239.99 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|-----------------|---------------------------------|--------------|--------------------|-------------|-----------|
| Total 10-43-150-240.0 MINOR EQUIPMENT: | | | | 239.99 | .00 | |
| 10-43-150-420.0 TRAVEL AND MEETINGS | | | | | | |
| McCALL COFFEE ROASTERS | 20170627 | COFFEE | 06/27/17 | 150.00 | .00 | |
| McCALL COFFEE ROASTERS | 20170725 | COFFEE | 07/25/17 | 150.00 | .00 | |
| McCALL COFFEE ROASTERS | 20170808 | COFFEE | 08/08/17 | 50.00 | .00 | |
| TREASURE VALLEY COFFEE INC. | 2160-05179366 | TEA | 08/29/17 | 4.75 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-WAGNER | MEALS - RECRUITER/ERIN/BESSIEJO | 08/25/17 | 66.71 | .00 | |
| Total 10-43-150-420.0 TRAVEL AND MEETINGS: | | | | 421.46 | .00 | |
| Total CITY MANAGER: | | | | 661.45 | .00 | |
| ADMINISTRATIVE COSTS | | | | | | |
| 10-44-150-200.0 OFFICE SUPPLIES | | | | | | |
| OFFICE SAVERS ONLINE | 17209-001 | SUPPLIES | 08/21/17 | 165.53 | .00 | |
| Total 10-44-150-200.0 OFFICE SUPPLIES: | | | | 165.53 | .00 | |
| 10-44-150-450.0 CLEANING AND CUSTODIAL | | | | | | |
| AMERIPRIDE LINEN & APPAREL | 2400627582 | RUG/LAUNDRY SERVICES | 08/28/17 | 122.31 | .00 | |
| GEM STATE PAPER & SUPPLY | 1163969-00 | CREDIT - HAND SANITIZER | 08/25/17 | 63.93- | .00 | |
| MAY HARDWARE INC. | 886361 | FLUORESCENT BULBS | 08/30/17 | 19.98 | .00 | |
| MAY HARDWARE INC. | 886482 | TERRY CLOTHS | 08/31/17 | 12.58 | .00 | |
| Total 10-44-150-450.0 CLEANING AND CUSTODIAL: | | | | 90.94 | .00 | |
| 10-44-150-490.0 HEAT, LIGHTS, AND UTILITIES | | | | | | |
| IDAHO POWER | 0817-2201313992 | COMBINED BILLING - 2201313992 | 08/17/17 | 798.29 | .00 | |
| Total 10-44-150-490.0 HEAT, LIGHTS, AND UTILITIES: | | | | 798.29 | .00 | |
| 10-44-150-500.0 RENTAL - OFFICE EQUIPMENT | | | | | | |
| RICOH AMERICAS CORP. | 9022701460-CH/P | RICOH MPC6004 COPIER LEASE | 08/12/17 | 285.32 | .00 | |
| Total 10-44-150-500.0 RENTAL - OFFICE EQUIPMENT: | | | | 285.32 | .00 | |
| 10-44-150-500.1 RENTAL - EQUIPMENT MAINTENANCE | | | | | | |
| RICOH AMERICAS CORP. | 5050079729-CH | RICOH MPC6004 MAINT. AGREEMENT | 08/28/17 | 306.17 | .00 | |
| Total 10-44-150-500.1 RENTAL - EQUIPMENT MAINTENANCE: | | | | 306.17 | .00 | |
| Total ADMINISTRATIVE COSTS: | | | | 1,646.25 | .00 | |
| FINANCE | | | | | | |
| 10-45-150-400.0 ADVERTISING/LEGAL PUBLICATIONS | | | | | | |
| STAR NEWS, THE | 50765 | DISPLAY AD - QUARTERLY REPORT | 07/31/17 | 294.00 | .00 | |
| Total 10-45-150-400.0 ADVERTISING/LEGAL PUBLICATIONS: | | | | 294.00 | .00 | |
| 10-45-150-440.0 PROFESSIONAL DEVELOPMENT | | | | | | |
| U.S. BANK - CARD SERVICES | 0817-STOKES | LODGING - L. STOKES (4 NIGHTS) | 08/25/17 | 688.53 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-STOKES | MEAL - TRAINING | 08/25/17 | 5.75 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-STOKES | BAGGAGE FEE | 08/25/17 | 25.00 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-STOKES | PARKING - TRAINING | 08/25/17 | 107.50 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-STOKES | MEAL - TRAINING | 08/25/17 | 18.21 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|----------------|----------------------------------|--------------|--------------------|-------------|-----------|
| Total 10-45-150-440.0 PROFESSIONAL DEVELOPMENT: | | | | 844.99 | .00 | |
| Total FINANCE: | | | | 1,138.99 | .00 | |
| CITY CLERK | | | | | | |
| 10-46-150-210.0 DEPARTMENT SUPPLIES | | | | | | |
| OFFICE SAVERS ONLINE | 17209-001 | SUPPLIES | 08/21/17 | 37.99 | .00 | |
| Total 10-46-150-210.0 DEPARTMENT SUPPLIES: | | | | 37.99 | .00 | |
| 10-46-150-240.0 MINOR EQUIPMENT | | | | | | |
| OFFICE SAVERS ONLINE | 17209-001 | OFFICE CHAIR | 08/21/17 | 479.99 | .00 | |
| Total 10-46-150-240.0 MINOR EQUIPMENT: | | | | 479.99 | .00 | |
| 10-46-150-400.0 ADVERTISING/LEGAL PUBLICATIONS | | | | | | |
| STAR NEWS, THE | 50859 | LEGAL AD - ABANDONED VEHICLES | 07/20/17 | 45.05 | .00 | |
| STAR NEWS, THE | 50860 | LEGAL AD - GOLF COURSE LIQUOR LI | 07/20/17 | 55.77 | .00 | |
| STAR NEWS, THE | 50862 | LEGAL AD - ORDINANCE #958 | 07/20/17 | 46.74 | .00 | |
| STAR NEWS, THE | 50869 | LEGAL AD - ORDINANCE #960 | 08/31/17 | 58.14 | .00 | |
| STAR NEWS, THE | 50870 | LEGAL AD - ORDINANCE #961 | 08/31/17 | 41.04 | .00 | |
| Total 10-46-150-400.0 ADVERTISING/LEGAL PUBLICATIONS: | | | | 246.74 | .00 | |
| Total CITY CLERK: | | | | 764.72 | .00 | |
| LOCAL OPTION TAX DEPARTMENT | | | | | | |
| 10-47-150-630.0 EC GRWTH/MKTG/EVENT PROMO(G) | | | | | | |
| McCALL AREA CHAMBER OF | 17-17 | LOT DISB. - FIREWORKS/WINTER CAR | 08/25/17 | 8,000.00 | .00 | |
| McCALL AREA CHAMBER OF | 17-18 | LOT DISB. - FIREWORKS/JULY 4TH | 08/24/17 | 8,000.00 | .00 | |
| Total 10-47-150-630.0 EC GRWTH/MKTG/EVENT PROMO(G): | | | | 16,000.00 | .00 | |
| Total LOCAL OPTION TAX DEPARTMENT: | | | | 16,000.00 | .00 | |
| COMMUNITY DEVELOPMENT | | | | | | |
| 10-48-150-210.0 DEPARTMENT SUPPLIES | | | | | | |
| U.S. BANK - CARD SERVICES | 0817-GROENEVEL | MECHANICAL PENCILS | 08/25/17 | 7.98 | .00 | |
| Total 10-48-150-210.0 DEPARTMENT SUPPLIES: | | | | 7.98 | .00 | |
| 10-48-150-250.0 MOTOR FUELS AND LUBRICANTS | | | | | | |
| CHEVRON TEXACO | 51319738-CD | FUEL - A/C #7898226258 | 09/06/17 | 60.99 | .00 | |
| LAKEVIEW CHEVRON SERVICE INC. | 5696 | UNLEADED FUEL | 09/05/17 | 44.65 | .00 | |
| Total 10-48-150-250.0 MOTOR FUELS AND LUBRICANTS: | | | | 105.64 | .00 | |
| 10-48-150-400.0 ADVERTISING/LEGAL PUBLICATIONS | | | | | | |
| STAR NEWS, THE | 50847 | LEGAL AD - P & Z HEARING | 08/17/17 | 59.28 | .00 | |
| STAR NEWS, THE | 50855 | LEGAL AD - PUBLIC HEARING | 08/24/17 | 43.32 | .00 | |
| STAR NEWS, THE | 50863 | LEGAL AD - HEARING | 07/20/17 | 42.18 | .00 | |
| STAR NEWS, THE | 50886 | CLASSIFIED - CITY PLANNER | 08/31/17 | 132.00 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-GROENEVEL | JOB BOARD POSTING | 08/25/17 | 75.00 | .00 | |
| Total 10-48-150-400.0 ADVERTISING/LEGAL PUBLICATIONS: | | | | 351.78 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|------------------|----------------------------------|--------------|--------------------|-------------|-----------|
| 10-48-150-440.0 PROFESSIONAL DEVELOPMENT | | | | | | |
| JAMES, DELTA | 20170831 | REIMB. - MILEAGE/MEAL-FUNDING TR | 08/31/17 | 128.21 | .00 | |
| MODERN HOTEL AND BAR | F166944 | LODGING - D. JAMES (1 NIGHT) | 08/31/17 | 128.00 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-GROENEVEL | ECONOMIC SUMMIT REGISTRATION-J | 08/25/17 | 50.00 | .00 | |
| Total 10-48-150-440.0 PROFESSIONAL DEVELOPMENT: | | | | 306.21 | .00 | |
| 10-48-150-460.0 TELEPHONE | | | | | | |
| U.S. BANK - CARD SERVICES | 0817-GROENEVEL | OTTERBOX | 08/25/17 | 35.93 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-GROENEVEL | TABLET CASE | 08/25/17 | 14.99 | .00 | |
| Total 10-48-150-460.0 TELEPHONE: | | | | 50.92 | .00 | |
| 10-48-150-610.0 GIS EQUIPMENT | | | | | | |
| ESRI INC. | 93329306 | ARCGIS DESKTOP ADVANCED MAINT. | 08/07/17 | 7,250.00 | .00 | |
| Total 10-48-150-610.0 GIS EQUIPMENT: | | | | 7,250.00 | .00 | |
| Total COMMUNITY DEVELOPMENT: | | | | 8,072.53 | .00 | |
| POLICE DEPARTMENT | | | | | | |
| 10-50-100-156.0 CLOTHING/UNIFORMS | | | | | | |
| GALLS LLC | 008079596 | JUMP SUITS-LIGHT/MEDIUM WEIGHT-G | 08/14/17 | 458.97 | .00 | |
| Total 10-50-100-156.0 CLOTHING/UNIFORMS: | | | | 458.97 | .00 | |
| 10-50-150-210.0 DEPARTMENT SUPPLIES | | | | | | |
| OFFICE SAVERS ONLINE | 17209-001 | SUPPLIES | 08/21/17 | 77.98 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-RYSKA | BATTERIES | 08/25/17 | 266.00 | .00 | |
| Total 10-50-150-210.0 DEPARTMENT SUPPLIES: | | | | 343.98 | .00 | |
| 10-50-150-240.0 MINOR EQUIPMENT | | | | | | |
| MAY HARDWARE INC. | 885624 | KEY TAGS, KEY | 08/22/17 | 15.47 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-BRUSH | MAGNIFYING GLASSES | 08/25/17 | 26.27 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-RYSKA | VACUUM SEALING SYSTEM | 08/25/17 | 106.00 | .00 | |
| Total 10-50-150-240.0 MINOR EQUIPMENT: | | | | 147.74 | .00 | |
| 10-50-150-300.0 PROFESSIONAL SERVICES | | | | | | |
| ST. LUKE'S | 418668638-201703 | EMERGENCY ROOM - JOHNSON | 08/15/17 | 245.00 | .00 | |
| Total 10-50-150-300.0 PROFESSIONAL SERVICES: | | | | 245.00 | .00 | |
| 10-50-150-420.0 TRAVEL AND MEETINGS | | | | | | |
| HOMETOWN PIZZA - McCALL | 233 | PIZZAS - JULY 4TH | 07/02/17 | 129.94 | .00 | |
| HOMETOWN PIZZA - McCALL | 234 | PIZZAS - JULY 4TH | 07/03/17 | 123.94 | .00 | |
| HOMETOWN PIZZA - McCALL | 235 | PIZZAS - JULY 4TH | 07/04/17 | 83.96 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-GESTRIN | MEAL - VEHICLE MAINT. | 08/25/17 | 11.01 | .00 | |
| Total 10-50-150-420.0 TRAVEL AND MEETINGS: | | | | 348.85 | .00 | |
| 10-50-150-440.0 PROFESSIONAL DEVELOPMENT | | | | | | |
| U.S. BANK - CARD SERVICES | 0817-ARRASMITH | MEAL - TRAINING | 08/25/17 | 8.53 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-ARRASMITH | MEAL - TRAINING | 08/25/17 | 20.27 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-ARRASMITH | MEAL - TRAINING | 08/25/17 | 4.31 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-ARRASMITH | MEAL - TRAINING | 08/25/17 | 8.85 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-ARRASMITH | MEAL - TRAINING | 08/25/17 | 8.09 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|----------------|------------------------------------|--------------|--------------------|-------------|-----------|
| U.S. BANK - CARD SERVICES | 0817-ARRASMITH | MEAL - TRAINING | 08/25/17 | 7.55 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-ARRASMITH | MEAL - TRAINING | 08/25/17 | 14.86 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-ARRASMITH | PARKING - TRAINING | 08/25/17 | 80.50 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-ARRASMITH | MEAL - TRAINING | 08/25/17 | 29.95 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-ARRASMITH | LODGING - S. ARRASMITH (6 NIGHTS) | 08/25/17 | 727.14 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-ARRASMITH | MEAL - TRAINING | 08/25/17 | 27.22 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-ARRASMITH | MEAL - TRAINING | 08/25/17 | 4.31 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-ARRASMITH | MEAL - TRAINING | 08/25/17 | 9.09 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-ARRASMITH | MEAL - TRAINING | 08/25/17 | 8.85 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-ARRASMITH | BAGGAGE FEE | 08/25/17 | 25.00 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-ARRASMITH | MEAL - TRAINING | 08/25/17 | 9.19 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-ARRASMITH | MEAL - TRAINING | 08/25/17 | 9.94 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-ARRASMITH | BAGGAGE FEE | 08/25/17 | 25.00 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-ARRASMITH | MEAL - TRAINING | 08/25/17 | 8.85 | .00 | |
| IOU SUSHI | 357976 | MEAL - TRAINING/BATES | 03/08/17 | 32.55 | .00 | |
| IOU SUSHI | 357977 | MEAL - TRAINING/KIMMEL | 03/08/17 | 31.68 | .00 | |
| Total 10-50-150-440.0 PROFESSIONAL DEVELOPMENT: | | | | 1,101.73 | .00 | |
| 10-50-150-460.0 TELEPHONE | | | | | | |
| FRONTIER | 0817-2144 | PHONE SERVICE | 08/07/17 | 29.72 | .00 | |
| Total 10-50-150-460.0 TELEPHONE: | | | | 29.72 | .00 | |
| 10-50-150-466.0 COST SHARE- DISPATCH CTR/ILOTS | | | | | | |
| VALLEY COUNTY | 20170810 | 9-1-1 DISPATCH SERVICES, ILOTS USA | 08/10/17 | 46,810.36 | .00 | |
| Total 10-50-150-466.0 COST SHARE- DISPATCH CTR/ILOTS: | | | | 46,810.36 | .00 | |
| 10-50-150-500.0 RENTAL - OFFICE EQUIPMENT | | | | | | |
| WELLS FARGO EQUIPMENT FINANCE | 5004187749 | XEROX 6605 #6030008337000 LEASE | 08/24/17 | 41.75 | .00 | |
| WELLS FARGO EQUIPMENT FINANCE | 5004187750 | XEROX 6605 #6030008337001 LEASE | 08/24/17 | 41.75 | .00 | |
| Total 10-50-150-500.0 RENTAL - OFFICE EQUIPMENT: | | | | 83.50 | .00 | |
| 10-50-150-501.0 MAINT - COPIER - PER PAGE COST | | | | | | |
| BOISE OFFICE EQUIPMENT | IN1331640 | XEROX XWC7845 OVERAGE CHARGE | 08/24/17 | 15.11 | .00 | |
| BOISE OFFICE EQUIPMENT | IN1331643 | XEROX XWC6605DN'S OVERAGE CHA | 08/24/17 | 142.31 | .00 | |
| Total 10-50-150-501.0 MAINT - COPIER - PER PAGE COST: | | | | 157.42 | .00 | |
| 10-50-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT | | | | | | |
| JERRY'S AUTO PARTS | 004324 | FUSES | 08/22/17 | 2.64 | .00 | |
| TRAV'S WESTERN COLLISION INC | 4691 | DEDUCTIBLE - #P939 | 08/22/17 | 500.00 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-DEVERE | TAIL LAMP LENS - P1326 | 08/25/17 | 65.27 | .00 | |
| Total 10-50-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT: | | | | 567.91 | .00 | |
| Total POLICE DEPARTMENT: | | | | 50,295.18 | .00 | |
| CAPITAL IMPROVEMENT PLAN | | | | | | |
| 10-70-600-710.0 GENERAL FUND CIP | | | | | | |
| BME UPFITTING LLC | 360USO984 | LIGHTS, SIRENS, CONSOLES INSTALL | 08/25/17 | 10,252.96 | .00 | |
| WATCHGUARD VIDEO | 4ELXINV0003886 | FRONT CAMERA | 08/23/17 | 200.00 | .00 | |
| Total 10-70-600-710.0 GENERAL FUND CIP: | | | | 10,452.96 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|----------------|---------------------------------|--------------|--------------------|-------------|-----------|
| Total CAPITAL IMPROVEMENT PLAN: | | | | 10,452.96 | .00 | |
| Total GENERAL FUND: | | | | 97,941.97 | .00 | |
| PUBLIC WORKS & STREETS FUND | | | | | | |
| PUBLIC WORKS & STREETS | | | | | | |
| 24-55-100-156.0 CLOTHING/UNIFORMS | | | | | | |
| RIDLEY'S FAMILY MARKETS | 10001341713 | BOOTS | 08/15/17 | 152.45 | .00 | |
| RIDLEY'S FAMILY MARKETS | 10001351721 | BOOTS | 08/15/17 | 183.99 | .00 | |
| RIDLEY'S FAMILY MARKETS | 10001361727 | EE PAID EXCEEDED AMT - FENNESSY | 08/15/17 | 37.16- | .00 | |
| Total 24-55-100-156.0 CLOTHING/UNIFORMS: | | | | 299.28 | .00 | |
| 24-55-150-210.0 DEPARTMENT SUPPLIES | | | | | | |
| JERRY'S AUTO PARTS | 004156 | NOZZLES | 08/22/17 | 20.80 | .00 | |
| MAY HARDWARE INC. | 883628 | RECIP BLADES | 08/02/17 | 5.39 | .00 | |
| MAY HARDWARE INC. | 885515 | SPRAYPAINT | 08/21/17 | 16.71 | .00 | |
| MAY HARDWARE INC. | K86157 | WASP/HORNET SPRAY | 08/28/17 | 23.88 | .00 | |
| McCALL COFFEE ROASTERS | 20170627 | COFFEE | 06/27/17 | 40.00 | .00 | |
| McCALL COFFEE ROASTERS | 20170725 | COFFEE | 07/25/17 | 40.00 | .00 | |
| OFFICE SAVERS ONLINE | 17209-001 | SUPPLIES | 08/21/17 | 122.53 | .00 | |
| ROCKY MOUNTAIN SIGNS & APPARE | 15720 | BLACK VINYL DECALS | 08/02/17 | 25.00 | .00 | |
| Total 24-55-150-210.0 DEPARTMENT SUPPLIES: | | | | 294.31 | .00 | |
| 24-55-150-211.0 MECHANIC SHOP SUPPLIES | | | | | | |
| JERRY'S AUTO PARTS | 004066 | ANTIFREEZE | 08/21/17 | 17.09 | .00 | |
| NORCO INC. | 21734325 | GLOVES | 08/09/17 | 6.28 | .00 | |
| NORCO INC. | 21796512 | GLOVES | 08/18/17 | 37.68 | .00 | |
| STERLING BATTERY CO. | G34464 | BATTERIES | 08/08/17 | 100.00 | .00 | |
| STERLING BATTERY CO. | G35554 | BATTERIES | 08/25/17 | 30.96 | .00 | |
| Total 24-55-150-211.0 MECHANIC SHOP SUPPLIES: | | | | 192.01 | .00 | |
| 24-55-150-220.0 FIRST AID, SAFETY | | | | | | |
| C & M LUMBER CO. INC. | 322282 | HARDWOOD DOWELS | 09/01/17 | 260.00 | .00 | |
| Total 24-55-150-220.0 FIRST AID, SAFETY: | | | | 260.00 | .00 | |
| 24-55-150-240.0 MINOR EQUIPMENT | | | | | | |
| METROQUIP INC. | 37567 | HYDRANT GAUGES | 08/18/17 | 433.52 | .00 | |
| SPECIALTY CONSTRUCTION SUPPLY | 166070-IN | SHOVELS, BROOMS, BROOM HANDLE | 09/05/17 | 204.90 | .00 | |
| Total 24-55-150-240.0 MINOR EQUIPMENT: | | | | 638.42 | .00 | |
| 24-55-150-250.0 MOTOR FUELS AND LUBRICANTS | | | | | | |
| A & I DISTRIBUTORS | 3005267 | ENVIRONMENTAL/DELIVERY SURCHA | 08/09/17 | 3.95 | .00 | |
| A & I DISTRIBUTORS | 3005267 | 5W-20 ENGINE OIL - 55 GAL DRUM | 08/09/17 | 384.45 | .00 | |
| A & I DISTRIBUTORS | 3005267 | 15W-40 ENGINE OIL - 55 GAL DRUM | 08/09/17 | 541.75 | .00 | |
| Total 24-55-150-250.0 MOTOR FUELS AND LUBRICANTS: | | | | 930.15 | .00 | |
| 24-55-150-300.0 PROFESSIONAL SERVICES | | | | | | |
| DIGLINE INC. | 56601-IN | A/C #415 - 67 ADDITIONAL CALLS | 07/31/17 | 38.19 | .00 | |
| ESRI INC. | 93329306 | ARCGIS SERVER MAINTENANCE | 08/07/17 | 416.67 | .00 | |
| Total 24-55-150-300.0 PROFESSIONAL SERVICES: | | | | 454.86 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|-----------------|-------------------------------------|--------------|--------------------|-------------|-----------|
| 24-55-150-400.0 ADVERTISING/LEGAL PUBLICATIONS | | | | | | |
| STAR NEWS, THE | 50841 | LEGAL AD - BIDS PW HEAVY EQPT. LE | 08/17/17 | 179.55 | .00 | |
| STAR NEWS, THE | 50886 | CLASSIFIED - STREETS OPERATOR | 08/31/17 | 144.00 | .00 | |
| Total 24-55-150-400.0 ADVERTISING/LEGAL PUBLICATIONS: | | | | 323.55 | .00 | |
| 24-55-150-420.0 TRAVEL AND MEETINGS | | | | | | |
| U.S. BANK - CARD SERVICES | 0817-STEWART | MEALS - STAFF MEETING | 08/25/17 | 33.51 | .00 | |
| Total 24-55-150-420.0 TRAVEL AND MEETINGS: | | | | 33.51 | .00 | |
| 24-55-150-460.0 TELEPHONE | | | | | | |
| FRONTIER | 0817-4170 | PHONE SERVICE | 08/07/17 | 39.55 | .00 | |
| Total 24-55-150-460.0 TELEPHONE: | | | | 39.55 | .00 | |
| 24-55-150-490.0 HEAT, LIGHTS, AND UTILITIES | | | | | | |
| MCCALL, CITY OF | 0817-183351 | WATER AND SEWER | 08/14/17 | 90.10 | .00 | |
| IDAHO POWER | 0817-2201313992 | COMBINED BILLING - 2201313992 | 08/17/17 | 297.52 | .00 | |
| Total 24-55-150-490.0 HEAT, LIGHTS, AND UTILITIES: | | | | 387.62 | .00 | |
| 24-55-150-491.0 STREET LIGHTS - POWER | | | | | | |
| IDAHO POWER | 0817-2201313992 | COMBINED BILLING - 2201313992 | 08/17/17 | 1,868.84 | .00 | |
| Total 24-55-150-491.0 STREET LIGHTS - POWER: | | | | 1,868.84 | .00 | |
| 24-55-150-500.0 RENTAL - OFFICE EQUIPMENT | | | | | | |
| RICOH AMERICAS CORP. | 9022701460-CH/P | RICOH MPC3004 COPIER LEASE | 08/12/17 | 176.93 | .00 | |
| Total 24-55-150-500.0 RENTAL - OFFICE EQUIPMENT: | | | | 176.93 | .00 | |
| 24-55-150-500.1 RENTAL - EQUIPMENT MAINTENANCE | | | | | | |
| RICOH AMERICAS CORP. | 5050047902-PW | RICOH MPC3004 MAINT. AGREEMENT | 08/24/17 | 65.40 | .00 | |
| Total 24-55-150-500.1 RENTAL - EQUIPMENT MAINTENANCE: | | | | 65.40 | .00 | |
| 24-55-150-540.0 STREET REPAIR - PATCHING | | | | | | |
| VALLEY PAVING & ASPHALT INC. | 9400 | 3/8" ASPHALT/HOT MIX | 07/31/17 | 6,075.03 | .00 | |
| Total 24-55-150-540.0 STREET REPAIR - PATCHING: | | | | 6,075.03 | .00 | |
| 24-55-150-546.0 STREET REPAIR - STORM DRAIN | | | | | | |
| H. D. FOWLER COMPANY INC. | 14598107 | SHIPPING | 08/14/17 | 75.00 | .00 | |
| H. D. FOWLER COMPANY INC. | 14598107 | ADS SANITITE CULVERT PIPE 12" X 20' | 08/14/17 | 3,519.60 | .00 | |
| ROBERTSON SUPPLY INC. | 4368953 | SEWER PIPE, BENDS, COUPLINGS | 08/31/17 | 187.06 | .00 | |
| Total 24-55-150-546.0 STREET REPAIR - STORM DRAIN: | | | | 3,781.66 | .00 | |
| 24-55-150-549.0 STREET REPAIR -STREET PAINTING | | | | | | |
| SHERWIN-WILLIAMS CO., THE | 7764-5 | PAINT - WHITE | 08/14/17 | 65.34 | .00 | |
| Total 24-55-150-549.0 STREET REPAIR -STREET PAINTING: | | | | 65.34 | .00 | |
| 24-55-150-550.0 STREET REPAIR - LIGHTS | | | | | | |
| MAY HARDWARE INC. | 885030 | FASTENERS | 08/16/17 | 3.82 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|-----------------|-----------------------------------|--------------|--------------------|-------------|-----------|
| Total 24-55-150-550.0 STREET REPAIR - LIGHTS: | | | | 3.82 | .00 | |
| 24-55-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT | | | | | | |
| JERRY'S AUTO PARTS | 002794 | TUBING, CONNECTOR | 08/14/17 | 3.21 | .00 | |
| JERRY'S AUTO PARTS | 002989 | CLUTCH PACK, CYLINDER, UJOINTS | 08/15/17 | 220.21 | .00 | |
| JERRY'S AUTO PARTS | 004460 | RECTANGULAR REFS | 08/23/17 | 1.18 | .00 | |
| JERRY'S AUTO PARTS | 005226 | FUEL/AIR FILTERS | 08/28/17 | 111.34 | .00 | |
| LES SCHWAB TIRE CENTERS | 12500170425 | NEW TIRES - VEH #44 | 08/09/17 | 2,355.00 | .00 | |
| McCALL DELIVERY SERVICE | 2017-0675 | DELIVERY - METROQUIP | 08/18/17 | 115.00 | .00 | |
| METROQUIP INC. | 37463 | BROOM SEGMENTS | 08/11/17 | 1,521.34 | .00 | |
| STERLING BATTERY CO. | G35554 | BATTERY | 08/25/17 | 94.95 | .00 | |
| UTILITY TRAILER SALES OF BOISE | AI12016 | POLY SPINNERS | 07/31/17 | 240.49 | .00 | |
| UTILITY TRAILER SALES OF BOISE | AI12762 | CHAIN SQUARE LINK - 3/8" | 08/28/17 | 495.00 | .00 | |
| UTILITY TRAILER SALES OF BOISE | AI12762 | X-CHAIN HOOK - 3/8" | 08/28/17 | 145.00 | .00 | |
| UTILITY TRAILER SALES OF BOISE | AI12762 | X-CHAIN LINK - 7/0 X 9 | 08/28/17 | 297.50 | .00 | |
| WESTERN STATES EQUIPMENT CO. | CM00033662 | CREDIT - ANTENNA ASSM | 08/01/17 | 141.52- | .00 | |
| Total 24-55-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT: | | | | 5,458.70 | .00 | |
| 24-55-200-702.0 CAPITAL PURCHASES | | | | | | |
| ROMAN ROOFS INC. | 003-1938 | REPAIR ROOF - PW BLDG. | 06/30/17 | 15,536.00 | .00 | |
| Total 24-55-200-702.0 CAPITAL PURCHASES: | | | | 15,536.00 | .00 | |
| Total PUBLIC WORKS & STREETS: | | | | 36,884.98 | .00 | |
| Total PUBLIC WORKS & STREETS FUND: | | | | 36,884.98 | .00 | |
| RECREATION FUND | | | | | | |
| RECREATION - PROGRAMS | | | | | | |
| 28-58-150-210.0 DEPARTMENT SUPPLIES | | | | | | |
| MAY HARDWARE INC. | 886953 | HORNET/WASP SPRAY | 09/05/17 | 16.16 | .00 | |
| RIDLEY'S FAMILY MARKETS | 6001781458 | SNACKS - MILE HIGH MILE | 08/17/17 | 69.35 | .00 | |
| SHOP STRANGE INC. | SO-006774 | SOCCER SHIRTS | 08/26/17 | 688.70 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-BORK | CREDIT - SNACKS - MILE HGH MILE S | 08/25/17 | 14.75- | .00 | |
| U.S. BANK - CARD SERVICES | 0817-BORK | T-BALL END OF SEASON MEAL | 08/25/17 | 175.41 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-BORK | SNACKS - MILE HGH MILE SWIM | 08/25/17 | 14.75 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-WOODS | PIZZA PARTY - WEE SOCCER | 08/25/17 | 377.77 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-WOODS | MILE HIGH SWIM-DECALS, BAGS, GOG | 08/25/17 | 84.28 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-WOODS | FOLDING TABLE | 08/25/17 | 44.94 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-WOODS | MILE HIGH SWIM - BAGS, SWIM CAPS | 08/25/17 | 68.69 | .00 | |
| Total 28-58-150-210.0 DEPARTMENT SUPPLIES: | | | | 1,525.30 | .00 | |
| 28-58-150-300.0 PROFESSIONAL SERVICES | | | | | | |
| HAMILTON, TREVOR JEFFREY | 20170817 | SKATEBOARDING INSTRUCTOR | 08/17/17 | 75.00 | .00 | |
| PAULSEN, DAVID A. | 20170816 | UMPIRE | 08/16/17 | 100.00 | .00 | |
| SMITH, M. GREG | 20170816 | UMPIRE | 08/16/17 | 200.00 | .00 | |
| VANRAVENHORST, ROSS | 20170817 | UMPIRE | 08/17/17 | 175.00 | .00 | |
| Total 28-58-150-300.0 PROFESSIONAL SERVICES: | | | | 550.00 | .00 | |
| 28-58-150-490.0 HEAT, LIGHTS, AND UTILITIES | | | | | | |
| IDAHO POWER | 0817-2201313992 | COMBINED BILLING - 2201313992 | 08/17/17 | 17.08 | .00 | |
| Total 28-58-150-490.0 HEAT, LIGHTS, AND UTILITIES: | | | | 17.08 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|--|-------------------|----------------------------------|--------------|--------------------|-------------|-----------|
| Total RECREATION - PROGRAMS: | | | | 2,092.38 | .00 | |
| RECREATION - PARKS | | | | | | |
| 28-59-100-160.0 EMPLOYEE RECOGNITION | | | | | | |
| ALBERTSONS LLC | 800107-082317-336 | SNACKS - PARKS/REC STAFF MEETIN | 08/23/17 | 11.98 | .00 | |
| ALBERTSONS LLC | 805630-081717-336 | SNACKS - PARKS CREW | 08/17/17 | 11.98 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-TRAPP | LAKE CRUISE - PARKS CREW | 08/25/17 | 227.70 | .00 | |
| Total 28-59-100-160.0 EMPLOYEE RECOGNITION: | | | | 251.66 | .00 | |
| 28-59-150-210.0 DEPARTMENT SUPPLIES | | | | | | |
| JERRY'S AUTO PARTS | 006014 | BUG WASH | 09/01/17 | 3.79 | .00 | |
| MAY HARDWARE INC. | 886428 | BATTERY | 08/30/17 | 4.49 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-WHEATON | GLOVES, FIRST AID KITS | 08/25/17 | 145.70 | .00 | |
| Total 28-59-150-210.0 DEPARTMENT SUPPLIES: | | | | 153.98 | .00 | |
| 28-59-150-211.0 BATHROOM SUPPLIES | | | | | | |
| GEM STATE PAPER & SUPPLY | 1160956-00 | JANITORIAL SUPPLIES | 08/16/17 | 401.90 | .00 | |
| GEM STATE PAPER & SUPPLY | 1160992-00 | HAND SOAP | 08/16/17 | 54.41 | .00 | |
| GEM STATE PAPER & SUPPLY | 1163248-00 | JANITORIAL SUPPLIES | 08/24/17 | 245.56 | .00 | |
| Total 28-59-150-211.0 BATHROOM SUPPLIES: | | | | 701.87 | .00 | |
| 28-59-150-227.0 IRRIGATION MAINTENANCE | | | | | | |
| MAY HARDWARE INC. | 885213 | GALV BUSHING, NIPPLE, TEFLON TAP | 08/17/17 | 12.02 | .00 | |
| MAY HARDWARE INC. | 886301 | PVC BUSHING, COUPLER, ADAPTER, N | 08/29/17 | 14.80 | .00 | |
| MAY HARDWARE INC. | 886310 | PVC BUSHINGS | 08/29/17 | 4.64 | .00 | |
| Total 28-59-150-227.0 IRRIGATION MAINTENANCE: | | | | 31.46 | .00 | |
| 28-59-150-250.0 MOTOR FUELS AND LUBRICANTS | | | | | | |
| CHEVRON TEXACO | 51319741-PR | FUEL - A/C #7898226308 | 09/06/17 | 953.14 | .00 | |
| Total 28-59-150-250.0 MOTOR FUELS AND LUBRICANTS: | | | | 953.14 | .00 | |
| 28-59-150-420.0 TRAVEL AND MEETINGS | | | | | | |
| U.S. BANK - CARD SERVICES | 0817-WOLF | LUNCH MEETING-CO WEED/AIRPORT/ | 08/25/17 | 27.28 | .00 | |
| Total 28-59-150-420.0 TRAVEL AND MEETINGS: | | | | 27.28 | .00 | |
| 28-59-150-490.0 HEAT, LIGHTS, AND UTILITIES | | | | | | |
| IDAHO POWER | 0817-2201313992 | COMBINED BILLING - 2201313992 | 08/17/17 | 430.87 | .00 | |
| Total 28-59-150-490.0 HEAT, LIGHTS, AND UTILITIES: | | | | 430.87 | .00 | |
| 28-59-150-491.0 TRASH, PORTA POTTIE RENTAL | | | | | | |
| HONEY DIPPERS INC. | 3218 | WEEKLY SERVICE - B. MORGAN ELEM. | 08/31/17 | 120.00 | .00 | |
| HONEY DIPPERS INC. | 3227 | WEEKLY SERVICE - TENNIS COURTS | 08/31/17 | 120.00 | .00 | |
| HONEY DIPPERS INC. | 3287 | WEEKLY SERVICE - DAVIS BEACH | 08/31/17 | 240.00 | .00 | |
| Total 28-59-150-491.0 TRASH, PORTA POTTIE RENTAL: | | | | 480.00 | .00 | |
| 28-59-150-510.0 RENTAL - MINOR EQUIPMENT | | | | | | |
| McCALL RENTALS INC. | 110148 | RENTAL - MOWER BRUSH HOG | 08/31/17 | 60.50 | .00 | |
| McCALL RENTALS INC. | 110267 | RENTAL - DITCH WITCH, TRAILER | 09/05/17 | 45.00 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|----------------|---------------------------------|--------------|--------------------|-------------|-----------|
| Total 28-59-150-510.0 RENTAL - MINOR EQUIPMENT: | | | | 105.50 | .00 | |
| 28-59-150-570.0 REPAIRS - BUILDING AND GROUNDS | | | | | | |
| DANNY'S WELDING INC. | 17-388934 | TUBE W/BASE PLATES | 09/05/17 | 50.00 | .00 | |
| INLAND MARINE LLC | 1863 | SPRING DOCK SET OUT | 08/16/17 | 525.00 | .00 | |
| INLAND MARINE LLC | 1864 | REPAIR DOCK NEXT TO SHERIFF DOC | 08/16/17 | 470.00 | .00 | |
| INLAND MARINE LLC | 1865 | REPAIR ANCHOR AT BOAT LAUNCH D | 08/16/17 | 210.00 | .00 | |
| MAY HARDWARE INC. | 886593 | CHEMLINK M-1 ADHESIVE WHT | 09/01/17 | 15.28 | .00 | |
| Total 28-59-150-570.0 REPAIRS - BUILDING AND GROUNDS: | | | | 1,270.28 | .00 | |
| 28-59-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT | | | | | | |
| JERRY'S AUTO PARTS | 002450 | WIPER BLADES | 08/11/17 | 17.46 | .00 | |
| JERRY'S AUTO PARTS | 004283 | SWITCH, OIL FILTER | 08/22/17 | 8.58 | .00 | |
| SIX STATES DISTRIBUTORS INC. | 02-350483 | LED BEACON | 08/29/17 | 43.00 | .00 | |
| Total 28-59-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT: | | | | 69.04 | .00 | |
| 28-59-150-594.0 SPECIAL EVENTS - JULY 4TH | | | | | | |
| HONEY DIPPERS INC. | 67766 | TOILET SERVICED | 06/29/17 | 75.00 | .00 | |
| HONEY DIPPERS INC. | 67766 | DONATION | 06/29/17 | 875.00- | .00 | |
| HONEY DIPPERS INC. | 67766 | SHORT TERM SVC-3 ADA/15 STANDAR | 06/29/17 | 1,710.00 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-COYLEN | FACEBOOK ADVERTISING | 08/25/17 | 222.27 | .00 | |
| Total 28-59-150-594.0 SPECIAL EVENTS - JULY 4TH: | | | | 1,132.27 | .00 | |
| 28-59-200-709.0 ROTARY PARK IMPROVEMENTS | | | | | | |
| R. L. YOUNG PAVING INC. | 17-242 | BOULDERS - ROTARY PARK | 06/27/17 | 2,750.00 | .00 | |
| TOM MECKEL SAND & GRAVEL INC. | 2017-928 | TOP SOIL | 07/31/17 | 90.00 | .00 | |
| Total 28-59-200-709.0 ROTARY PARK IMPROVEMENTS: | | | | 2,840.00 | .00 | |
| Total RECREATION - PARKS: | | | | 8,447.35 | .00 | |
| GRANT EXPENSES | | | | | | |
| 28-60-250-611.0 FHWA - LARDO BRIDGE MITIGATION | | | | | | |
| BRINKLEY CONSTRUCTION LLC | 653 | CORE DRILLING - ROTARY PARK | 08/25/17 | 400.00 | .00 | |
| Total 28-60-250-611.0 FHWA - LARDO BRIDGE MITIGATION: | | | | 400.00 | .00 | |
| Total GRANT EXPENSES: | | | | 400.00 | .00 | |
| Total RECREATION FUND: | | | | 10,939.73 | .00 | |
| AIRPORT FUND | | | | | | |
| AIRPORT DEPARTMENT | | | | | | |
| 29-56-150-210.0 DEPARTMENT SUPPLIES | | | | | | |
| MAY HARDWARE INC. | 886297 | DUST MASKS | 08/29/17 | 2.00 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-SCHERER | MEMORY CARDS | 08/25/17 | 46.02 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-SCHERER | MEMORY CARDS | 08/25/17 | 44.37 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-SCHERER | CREDIT - MEMORY CARDS | 08/25/17 | 31.41- | .00 | |
| Total 29-56-150-210.0 DEPARTMENT SUPPLIES: | | | | 60.98 | .00 | |
| 29-56-150-250.0 MOTOR FUELS AND LUBRICANTS | | | | | | |
| CHEVRON TEXACO | 51319744-A | FUEL - A/C #7898226365 | 09/06/17 | 83.31 | .00 | |
| LAKEVIEW CHEVRON SERVICE INC. | 5720 | UNLEADED FUEL | 09/05/17 | 66.40 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|-----------------|---------------------------------|--------------|--------------------|-------------|-----------|
| Total 29-56-150-250.0 MOTOR FUELS AND LUBRICANTS: | | | | 149.71 | .00 | |
| 29-56-150-300.0 PROFESSIONAL SERVICES | | | | | | |
| ESRI INC. | 93329306 | ARCGIS 3D ANALYST MAINT. | 08/07/17 | 500.00 | .00 | |
| Total 29-56-150-300.0 PROFESSIONAL SERVICES: | | | | 500.00 | .00 | |
| 29-56-150-350.0 ENGINEER SERVICES | | | | | | |
| T-O ENGINEERS INC. | 05113-5606 | AIRPORT GENERAL SERVICES | 08/03/17 | 1,200.00 | .00 | |
| Total 29-56-150-350.0 ENGINEER SERVICES: | | | | 1,200.00 | .00 | |
| 29-56-150-400.0 ADVERTISING/LEGAL PUBLICATIONS | | | | | | |
| STAR NEWS, THE | 50765 | DISPLAY AD - AIRPORT OPEN HOUSE | 07/31/17 | 168.00 | .00 | |
| STAR NEWS, THE | 50801 | LEGAL AD - AIRPORT FEES HEARING | 08/03/17 | 83.66 | .00 | |
| Total 29-56-150-400.0 ADVERTISING/LEGAL PUBLICATIONS: | | | | 251.66 | .00 | |
| 29-56-150-420.0 TRAVEL AND MEETINGS | | | | | | |
| U.S. BANK - CARD SERVICES | 0717-SCHERER | AIR FARE - J. BISOM | 07/25/17 | 229.90 | .00 | |
| U.S. BANK - CARD SERVICES | 0717-SCHERER | LODGING - J. BISOM (3 NIGHTS) | 07/25/17 | 768.36 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-BISOM | MEAL - TRAINING | 08/25/17 | 8.85 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-BISOM | MEAL - TRAINING | 08/25/17 | 8.05 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-BISOM | MEAL - TRAINING | 08/25/17 | 14.87 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-BISOM | PARKING - TRAINING | 08/25/17 | 35.50 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-BISOM | MEAL - TRAINING | 08/25/17 | 2.73 | .00 | |
| Total 29-56-150-420.0 TRAVEL AND MEETINGS: | | | | 1,068.26 | .00 | |
| 29-56-150-460.0 TELEPHONE | | | | | | |
| FRONTIER | 0817-0267 | PHONE SERVICE | 08/01/17 | 65.03 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-BISOM | OTTERBOX, SCREEN PROTECTORS | 08/25/17 | 43.72 | .00 | |
| Total 29-56-150-460.0 TELEPHONE: | | | | 108.75 | .00 | |
| 29-56-150-490.0 HEAT, LIGHTS, AND UTILITIES | | | | | | |
| MCCALL, CITY OF | 0817-125631 | WATER AND SEWER | 08/14/17 | 164.80 | .00 | |
| MCCALL, CITY OF | 0817-131601 | WATER AND SEWER | 08/14/17 | 84.50 | .00 | |
| IDAHO POWER | 0817-2201313992 | COMBINED BILLING - 2201313992 | 08/17/17 | 352.07 | .00 | |
| Total 29-56-150-490.0 HEAT, LIGHTS, AND UTILITIES: | | | | 601.37 | .00 | |
| 29-56-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT | | | | | | |
| LES SCHWAB TIRE CENTERS | 12500172975 | NEW TIRES - FORD F250 | 09/05/17 | 927.91 | .00 | |
| Total 29-56-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT: | | | | 927.91 | .00 | |
| 29-56-150-590.0 REPAIRS - AIRPORT EQUIPMENT | | | | | | |
| IDEAL MFG INC. | 28963 | BEARING | 06/27/17 | 172.54 | .00 | |
| MAY HARDWARE INC. | 886297 | DIAMOND BLADE | 08/29/17 | 69.99 | .00 | |
| McGUIRE BEARIING COMPANY | 3101627-00 | CREDIT - BEARINGS | 08/29/17 | 65.14 | .00 | |
| Total 29-56-150-590.0 REPAIRS - AIRPORT EQUIPMENT: | | | | 177.39 | .00 | |
| 29-56-150-598.0 FLY-IN | | | | | | |
| ASAP PORTABLES CO. | 2017-13217 | PORTABLE/HANDWASH SERVICE-FLY I | 08/01/17 | 189.40 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|----------------|---------------------------------|--------------|--------------------|-------------|-----------|
| Total 29-56-150-598.0 FLY-IN: | | | | 189.40 | .00 | |
| Total AIRPORT DEPARTMENT: | | | | 5,235.43 | .00 | |
| GRANT EXPENSES | | | | | | |
| 29-60-250-730.0 FEDERAL - AIP PROJECT | | | | | | |
| T-O ENGINEERS INC. | 150156-5681 | AIP-022 ACQUIRE SNOW REMOVAL EQ | 08/15/17 | 1,944.00 | .00 | |
| T-O ENGINEERS INC. | 160172-5647 | AIP-023 APRON/TAXIWAY RECONSTR | 08/10/17 | 2,933.73 | .00 | |
| WHITE PETERSON P.A. | 124277 | AIP-023 LAND ACQUISITION | 07/31/17 | 12,145.37 | .00 | |
| Total 29-60-250-730.0 FEDERAL - AIP PROJECT: | | | | 17,023.10 | .00 | |
| 29-60-250-731.0 FEDERAL - CITY MATCH (AIP) | | | | | | |
| T-O ENGINEERS INC. | 150156-5681 | AIP-022 ACQUIRE SNOW REMOVAL EQ | 08/15/17 | 216.00 | .00 | |
| T-O ENGINEERS INC. | 160172-5647 | AIP-023 APRON/TAXIWAY RECONSTR | 08/10/17 | 325.97 | .00 | |
| WHITE PETERSON P.A. | 124277 | AIP-023 LAND ACQUISITION | 07/31/17 | 1,349.48 | .00 | |
| Total 29-60-250-731.0 FEDERAL - CITY MATCH (AIP): | | | | 1,891.45 | .00 | |
| Total GRANT EXPENSES: | | | | 18,914.55 | .00 | |
| Total AIRPORT FUND: | | | | 24,149.98 | .00 | |
| LOCAL OPTION TAX FUND | | | | | | |
| LOCAL OPTION TAX DEPARTMENT | | | | | | |
| 31-49-200-703.0 COMMERCE STREET | | | | | | |
| VALLEY PAVING & ASPHALT INC. | 001-COMMERCE S | COMMERCE ST. RECONSTRUCTION | 08/25/17 | 190,454.77 | .00 | |
| Total 31-49-200-703.0 COMMERCE STREET: | | | | 190,454.77 | .00 | |
| 31-49-200-705.0 IDAHO STREET | | | | | | |
| McCALL-DONNELLY JT. SCHOOL | 263 | MDHS COMMONS RENTAL | 08/18/17 | 50.00 | .00 | |
| Total 31-49-200-705.0 IDAHO STREET: | | | | 50.00 | .00 | |
| Total LOCAL OPTION TAX DEPARTMENT: | | | | 190,504.77 | .00 | |
| Total LOCAL OPTION TAX FUND: | | | | 190,504.77 | .00 | |
| GOLF FUND | | | | | | |
| GOLF OPERATIONS DEPARTMENT | | | | | | |
| 54-85-150-210.0 DEPARTMENT SUPPLIES | | | | | | |
| ALSCO | LBO1524548 | LAUNDRY | 08/22/17 | 29.69 | .00 | |
| ALSCO | LBO1526583 | LAUNDRY | 08/29/17 | 29.69 | .00 | |
| ALSCO | LBO1528627 | LAUNDRY | 09/05/17 | 29.69 | .00 | |
| ALSCO | LBO1529263 | COVERALLS - NEW EMPLOYEE | 09/05/17 | 20.00 | .00 | |
| PROBUILD COMPANY LLC | 1024222 | STRETCH FILM | 09/01/17 | 39.99 | .00 | |
| MAY HARDWARE INC. | 886533 | CLEANER | 08/31/17 | 4.93 | .00 | |
| Total 54-85-150-210.0 DEPARTMENT SUPPLIES: | | | | 153.99 | .00 | |
| 54-85-150-222.0 CHEMICALS | | | | | | |
| MAY HARDWARE INC. | 886533 | WASP/HORNET SPRAY | 08/31/17 | 23.88 | .00 | |
| WILBUR-ELLIS COMPANY LLC | 11256503 | TRIBUNE AQUATIC WEED CHEMICAL | 08/03/17 | 375.00 | .00 | |
| WILBUR-ELLIS COMPANY LLC | 11256503 | COPPER SULFATE | 08/03/17 | 185.00 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|-----------------|----------------------------------|--------------|--------------------|-------------|-----------|
| Total 54-85-150-222.0 CHEMICALS: | | | | 583.88 | .00 | |
| 54-85-150-223.0 BIOLOGICAL PRODUCTS | | | | | | |
| ESD WASTE2WATER INC. | 83600 | ESD 201 MICROBES, FILTER SCREEN | 08/28/17 | 126.75 | .00 | |
| Total 54-85-150-223.0 BIOLOGICAL PRODUCTS: | | | | 126.75 | .00 | |
| 54-85-150-250.0 MOTOR FUELS AND LUBRICANTS | | | | | | |
| DIAMOND FUEL & FEED SUPPLY INC. | 56152 | DIESEL FUEL | 08/16/17 | 748.07 | .00 | |
| DIAMOND FUEL & FEED SUPPLY INC. | 56153 | UNLEADED FUEL | 08/16/17 | 592.57 | .00 | |
| Total 54-85-150-250.0 MOTOR FUELS AND LUBRICANTS: | | | | 1,340.64 | .00 | |
| 54-85-150-405.0 MARKETING | | | | | | |
| IN IDAHO VACATION SERVICES | 20170831 | RESERVATION FEES | 08/31/17 | 9.90 | .00 | |
| Total 54-85-150-405.0 MARKETING: | | | | 9.90 | .00 | |
| 54-85-150-461.0 CABLE ONE INTERNET SERVICES | | | | | | |
| U.S. BANK - CARD SERVICES | 0817-MCCORMICK | CABLE ONE INTERNET | 08/25/17 | 92.95 | .00 | |
| Total 54-85-150-461.0 CABLE ONE INTERNET SERVICES: | | | | 92.95 | .00 | |
| 54-85-150-490.0 HEAT, LIGHTS, AND UTILITIES | | | | | | |
| IDAHO POWER | 0817-2201313992 | COMBINED BILLING - 2201313992 | 08/17/17 | 5,510.21 | .00 | |
| Total 54-85-150-490.0 HEAT, LIGHTS, AND UTILITIES: | | | | 5,510.21 | .00 | |
| 54-85-150-522.0 PORTABLE TOILET-RENT CONTRACT | | | | | | |
| ASAP PORTABLES CO. | 2017-13089 | PORTABLE RENTALS AND CLEANING | 08/01/17 | 502.50 | .00 | |
| Total 54-85-150-522.0 PORTABLE TOILET-RENT CONTRACT: | | | | 502.50 | .00 | |
| 54-85-150-570.0 REPAIRS - BUILDING AND GROUNDS | | | | | | |
| MAY HARDWARE INC. | 885027 | CARPET PROTECTOR | 08/16/17 | 44.99 | .00 | |
| Total 54-85-150-570.0 REPAIRS - BUILDING AND GROUNDS: | | | | 44.99 | .00 | |
| 54-85-150-575.0 REPAIRS - CLUBHOUSE | | | | | | |
| D-WORKS INC. | 7683 | FABRICATE SCREEN POLE, ANCHOR P | 07/26/17 | 338.07 | .00 | |
| Total 54-85-150-575.0 REPAIRS - CLUBHOUSE: | | | | 338.07 | .00 | |
| 54-85-150-590.0 REPAIRS - OTHER EQUIPMENT | | | | | | |
| JOHN DEERE FINANCIAL | 2418107 | SEAL KIT | 07/31/17 | 301.09 | .00 | |
| JOHN DEERE FINANCIAL | 2418267 | SEAL KIT | 07/31/17 | 39.45 | .00 | |
| TURF EQUIPMENT & IRRIGATION | 418927-00 | GOV SPRINGS, IDLE SPRINGS, SPRIN | 08/22/17 | 39.36 | .00 | |
| TURF EQUIPMENT & IRRIGATION | 419174-00 | HOSE BARBS, WASHER SEALS | 08/25/17 | 18.16 | .00 | |
| Total 54-85-150-590.0 REPAIRS - OTHER EQUIPMENT: | | | | 398.06 | .00 | |
| Total GOLF OPERATIONS DEPARTMENT: | | | | 9,101.94 | .00 | |
| Total GOLF FUND: | | | | 9,101.94 | .00 | |

WATER FUND

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|-----------------|--------------------------------|--------------|--------------------|-------------|-----------|
| WATER DISTRIBUTION | | | | | | |
| 60-64-100-156.0 CLOTHING/UNIFORMS | | | | | | |
| RIDLEY'S FAMILY MARKETS | 10000110843 | PANTS - MOHLER | 08/23/17 | 205.65 | .00 | |
| RIDLEY'S FAMILY MARKETS | 10000711326 | BIB COVERALLS | 08/17/17 | 178.48 | .00 | |
| Total 60-64-100-156.0 CLOTHING/UNIFORMS: | | | | 384.13 | .00 | |
| 60-64-150-210.0 DEPARTMENT SUPPLIES | | | | | | |
| CHEMSEARCH | 2822803 | YIELD AEROSOL | 08/14/17 | 191.00 | .00 | |
| MAY HARDWARE INC. | 885003 | GREASE GUN | 08/16/17 | 17.09 | .00 | |
| MAY HARDWARE INC. | 885176 | WASP/HORNET SPRAY | 08/17/17 | 13.07 | .00 | |
| MAY HARDWARE INC. | 885288 | TUBE BRUSH | 08/18/17 | 4.49 | .00 | |
| MAY HARDWARE INC. | 885522 | FASTENERS | 08/21/17 | 3.51 | .00 | |
| MAY HARDWARE INC. | 885923 | WASP/HORNET SPRAY | 08/25/17 | 14.02 | .00 | |
| MAY HARDWARE INC. | K86222 | 18" PVC ABS SAW | 08/28/17 | 21.59 | .00 | |
| McCALL COFFEE ROASTERS | 20170627 | COFFEE | 06/27/17 | 40.00 | .00 | |
| McCALL COFFEE ROASTERS | 20170725 | COFFEE | 07/25/17 | 40.00 | .00 | |
| STERLING BATTERY CO. | G35555 | BATTERIES | 08/25/17 | 44.88 | .00 | |
| USABLUEBOOK | 336602 | GREASE | 08/09/17 | 80.81 | .00 | |
| Total 60-64-150-210.0 DEPARTMENT SUPPLIES: | | | | 470.46 | .00 | |
| 60-64-150-260.0 POSTAGE | | | | | | |
| BILLING DOCUMENT SPECIALISTS | 43072 | UTILITY BILLING POSTAGE | 08/16/17 | 511.68 | .00 | |
| Total 60-64-150-260.0 POSTAGE: | | | | 511.68 | .00 | |
| 60-64-150-300.0 PROFESSIONAL SERVICES | | | | | | |
| DIGLINE INC. | 56601-IN | A/C #415 - 67 ADDITIONAL CALLS | 07/31/17 | 38.19 | .00 | |
| ESRI INC. | 93329306 | ARCGIS SERVER MAINTENANCE | 08/07/17 | 416.67 | .00 | |
| U.S. BANK | 4740794 | WATER REV BONDS 2003 ADMIN FEE | 08/25/17 | 1,600.00 | .00 | |
| Total 60-64-150-300.0 PROFESSIONAL SERVICES: | | | | 2,054.86 | .00 | |
| 60-64-150-301.0 PROFESSIONAL SERVICES - BILLS | | | | | | |
| BILLING DOCUMENT SPECIALISTS | 43072 | UTILITY BILLING PROCESSING | 08/16/17 | 308.99 | .00 | |
| Total 60-64-150-301.0 PROFESSIONAL SERVICES - BILLS: | | | | 308.99 | .00 | |
| 60-64-150-400.0 ADVERTISING/LEGAL PUBLICATIONS | | | | | | |
| STAR NEWS, THE | 50886 | CLASSIFIED - UTILITY OPERATOR | 08/31/17 | 216.00 | .00 | |
| Total 60-64-150-400.0 ADVERTISING/LEGAL PUBLICATIONS: | | | | 216.00 | .00 | |
| 60-64-150-440.0 PROFESSIONAL DEVELOPMENT | | | | | | |
| U.S. BANK - CARD SERVICES | 0817-DEVERE | MEAL - TRAINING | 08/25/17 | 8.84 | .00 | |
| Total 60-64-150-440.0 PROFESSIONAL DEVELOPMENT: | | | | 8.84 | .00 | |
| 60-64-150-460.0 TELEPHONE | | | | | | |
| FRONTIER | 0817-1252 | PHONE SERVICE | 08/07/17 | 104.01 | .00 | |
| Total 60-64-150-460.0 TELEPHONE: | | | | 104.01 | .00 | |
| 60-64-150-490.0 HEAT, LIGHTS, AND UTILITIES | | | | | | |
| IDAHO POWER | 0817-2201313992 | COMBINED BILLING - 2201313992 | 08/17/17 | 1,581.10 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|-----------------|---------------------------------|--------------|--------------------|-------------|-----------|
| Total 60-64-150-490.0 HEAT, LIGHTS, AND UTILITIES: | | | | 1,581.10 | .00 | |
| 60-64-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT | | | | | | |
| STERLING BATTERY CO. | G35554 | BATTERY | 08/25/17 | 104.95 | .00 | |
| Total 60-64-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT: | | | | 104.95 | .00 | |
| 60-64-150-590.0 REPAIRS - OTHER EQUIPMENT | | | | | | |
| FERGUSON WATERWORKS | 662646 | RESTOCK REPLACEMENT PARTS | 08/09/17 | 1,074.94 | .00 | |
| FERGUSON WATERWORKS | 662850 | RESTOCK REPLACEMENT PARTS | 08/10/17 | 322.28 | .00 | |
| H. D. FOWLER COMPANY INC. | 14602916 | HYDRANT REPAIR PARTS | 08/17/17 | 522.77 | .00 | |
| H. D. FOWLER COMPANY INC. | 14607798 | COUPLING SLEEVES | 08/22/17 | 73.38 | .00 | |
| McCALL DELIVERY SERVICE | 2017-0670 | DELIVERY - FERGUSON WATERWORK | 08/11/17 | 55.00 | .00 | |
| Total 60-64-150-590.0 REPAIRS - OTHER EQUIPMENT: | | | | 2,048.37 | .00 | |
| 60-64-350-802.0 SERIES '03 REF. BOND PRINCIPAL | | | | | | |
| U.S. BANK TRUST N.A. | 98559800-201709 | '03 WATER REVENUE REFUND BOND-P | 09/01/17 | 37,500.00 | .00 | |
| Total 60-64-350-802.0 SERIES '03 REF. BOND PRINCIPAL: | | | | 37,500.00 | .00 | |
| 60-64-350-803.0 SERIES '03 REF. BOND INTEREST | | | | | | |
| U.S. BANK TRUST N.A. | 98559800-201709 | '03 WATER REVENUE REFUND BOND-I | 09/01/17 | 2,783.75 | .00 | |
| Total 60-64-350-803.0 SERIES '03 REF. BOND INTEREST: | | | | 2,783.75 | .00 | |
| Total WATER DISTRIBUTION: | | | | 48,077.14 | .00 | |
| WATER TREATMENT | | | | | | |
| 60-65-150-210.0 DEPARTMENT SUPPLIES | | | | | | |
| MAY HARDWARE INC. | 880040 | GASKET MAKERS | 07/01/17 | 15.28 | .00 | |
| MAY HARDWARE INC. | 883029 | PVC CEMENT | 07/28/17 | 84.82 | .00 | |
| Total 60-65-150-210.0 DEPARTMENT SUPPLIES: | | | | 100.10 | .00 | |
| 60-65-150-222.0 CHEMICALS | | | | | | |
| THATCHER COMPANY | 1422522 | SALT-EXTRA COARSE/BULK | 08/11/17 | 2,748.00 | .00 | |
| THATCHER COMPANY | 1423478 | SODA ASH-DENSE | 08/21/17 | 686.00 | .00 | |
| Total 60-65-150-222.0 CHEMICALS: | | | | 3,434.00 | .00 | |
| 60-65-150-300.0 PROFESSIONAL SERVICES | | | | | | |
| BUTLER ACTUATOR SERVICES LLC | 1017 | SERVICE CALL - VALVE ACTUATOR | 07/31/17 | 594.50 | .00 | |
| HONEY DIPPERS INC. | 68021 | SLUDGE REMOVAL-WASTE BASIN | 08/08/17 | 325.00 | .00 | |
| HONEY DIPPERS INC. | 68038 | SLUDGE REMOVAL-WASTE BASIN | 08/08/17 | 975.00 | .00 | |
| HONEY DIPPERS INC. | 68050 | ADDITIONAL LOADS | 08/31/17 | 650.00 | .00 | |
| HONEY DIPPERS INC. | 68050 | SLUDGE REMOVAL-WASTE BASIN | 08/31/17 | 650.00 | .00 | |
| LIQIVISION TECHNOLOGY INC. | 5758 | CLEARWELL & WATER TANKS CLEANI | 08/28/17 | 6,675.00 | .00 | |
| Total 60-65-150-300.0 PROFESSIONAL SERVICES: | | | | 9,869.50 | .00 | |
| 60-65-150-440.0 PROFESSIONAL DEVELOPMENT | | | | | | |
| IDAHO BUREAU OF OCCUPATIONAL | 20316-2017 | CERT. RENEWAL-DWT3-DELLWO | 09/06/17 | 30.00 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-DEVERE | IRWA CONF - M. DELLWO | 08/25/17 | 225.00 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-DEVERE | LODGING - S. DEVERE (3 NIGHTS) | 08/25/17 | 87.85 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|-----------------|--------------------------------|--------------|--------------------|-------------|-----------|
| Total 60-65-150-440.0 PROFESSIONAL DEVELOPMENT: | | | | 342.85 | .00 | |
| 60-65-150-460.0 TELEPHONE | | | | | | |
| FRONTIER | 0817-1252 | PHONE SERVICE | 08/07/17 | 104.01 | .00 | |
| Total 60-65-150-460.0 TELEPHONE: | | | | 104.01 | .00 | |
| 60-65-150-490.0 HEAT, LIGHTS, AND UTILITIES | | | | | | |
| MCCALL, CITY OF | 0817-148171 | SEWER | 08/14/17 | 44.00 | .00 | |
| IDAHO POWER | 0817-2201313992 | COMBINED BILLING - 2201313992 | 08/17/17 | 7,160.50 | .00 | |
| IDAHO POWER | 0817-2202559932 | WATERPLANT | 08/15/17 | 8,519.31 | .00 | |
| Total 60-65-150-490.0 HEAT, LIGHTS, AND UTILITIES: | | | | 15,723.81 | .00 | |
| 60-65-150-570.0 REPAIRS - BUILDING AND GROUNDS | | | | | | |
| ROMAN ROOFS INC. | 2426 | FASCIA REPAIRS | 08/09/17 | 11,817.00 | .00 | |
| Total 60-65-150-570.0 REPAIRS - BUILDING AND GROUNDS: | | | | 11,817.00 | .00 | |
| 60-65-200-725.0 WTP IMPROVEMENTS | | | | | | |
| MVP ENVIRONMENTAL SERVICES | 850 | SLUDGE REMOVAL-GOLF COURSE PO | 08/17/17 | 8,500.00 | .00 | |
| Total 60-65-200-725.0 WTP IMPROVEMENTS: | | | | 8,500.00 | .00 | |
| Total WATER TREATMENT: | | | | 49,891.27 | .00 | |
| Total WATER FUND: | | | | 97,968.41 | .00 | |
| SEWER FUND | | | | | | |
| SEWER - COLLECTION | | | | | | |
| 70-74-100-160.0 EMPLOYEE RECOGNITION | | | | | | |
| HOMETOWN PIZZA - McCALL | 236 | PIZZAS - KING RETIREMENT | 07/31/17 | 167.92 | .00 | |
| Total 70-74-100-160.0 EMPLOYEE RECOGNITION: | | | | 167.92 | .00 | |
| 70-74-150-260.0 POSTAGE | | | | | | |
| BILLING DOCUMENT SPECIALISTS | 43072 | UTILITY BILLING POSTAGE | 08/16/17 | 554.33 | .00 | |
| Total 70-74-150-260.0 POSTAGE: | | | | 554.33 | .00 | |
| 70-74-150-300.0 PROFESSIONAL SERVICES | | | | | | |
| DIGLINE INC. | 56601-IN | A/C #415 - 67 ADDITIONAL CALLS | 07/31/17 | 38.19 | .00 | |
| ESRI INC. | 93329306 | ARCGIS SERVER MAINTENANCE | 08/07/17 | 416.66 | .00 | |
| Total 70-74-150-300.0 PROFESSIONAL SERVICES: | | | | 454.85 | .00 | |
| 70-74-150-301.0 PROFESSIONAL SERVICES - BILLS | | | | | | |
| BILLING DOCUMENT SPECIALISTS | 43072 | UTILITY BILLING PROCESSING | 08/16/17 | 334.73 | .00 | |
| Total 70-74-150-301.0 PROFESSIONAL SERVICES - BILLS: | | | | 334.73 | .00 | |
| 70-74-150-440.0 PROFESSIONAL DEVELOPMENT | | | | | | |
| U.S. BANK - CARD SERVICES | 0817-DEVERE | LODGING - S. DEVERE (3 NIGHTS) | 08/25/17 | 140.71 | .00 | |
| Total 70-74-150-440.0 PROFESSIONAL DEVELOPMENT: | | | | 140.71 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|--|-----------------|---------------------------------|--------------|--------------------|-------------|-----------|
| 70-74-150-460.0 TELEPHONE | | | | | | |
| FRONTIER | 0817-1252 | PHONE SERVICE | 08/07/17 | 104.01 | .00 | |
| FRONTIER | 0817-1335 | PHONE SERVICE | 08/07/17 | 121.76 | .00 | |
| FRONTIER | 0817-7919 | PHONE SERVICE | 08/07/17 | 133.00 | .00 | |
| Total 70-74-150-460.0 TELEPHONE: | | | | 358.77 | .00 | |
| 70-74-150-490.0 HEAT, LIGHTS, AND UTILITIES | | | | | | |
| IDAHO POWER | 0817-2201313992 | COMBINED BILLING - 2201313992 | 08/17/17 | 2,887.02 | .00 | |
| Total 70-74-150-490.0 HEAT, LIGHTS, AND UTILITIES: | | | | 2,887.02 | .00 | |
| 70-74-200-720.0 LIFT STATION #7 | | | | | | |
| CLOVERDALE NURSERY | 171413 | SOD - LS#7 | 08/09/17 | 540.00 | .00 | |
| CLOVERDALE NURSERY | 171413 | FREIGHT | 08/09/17 | 100.00 | .00 | |
| CLOVERDALE NURSERY | 171413 | CREEPING RED FISCUE SEED - LS#7 | 08/09/17 | 117.50 | .00 | |
| MAY HARDWARE INC. | 884643 | WATER PUMP TUNE-UP | 08/11/17 | 74.83 | .00 | |
| MAY HARDWARE INC. | 885640 | PVC VALVES, ADAPTERS | 08/22/17 | 65.03 | .00 | |
| SILVER CREEK SUPPLY LLC | S1745185.001 | POLY PIPE | 08/01/17 | 90.69 | .00 | |
| SILVER CREEK SUPPLY LLC | S1747997.001 | PVC ELBOWS, VALVES, ADAPTER | 08/04/17 | 113.86 | .00 | |
| SILVER CREEK SUPPLY LLC | S1747997.002 | PVC ADAPTERS, BUSHING, SWING CH | 08/07/17 | 48.81 | .00 | |
| TOM MECKEL SAND & GRAVEL INC. | 2017-1004 | CREDIT - 6" BASALT | 08/18/17 | 200.00 | .00 | |
| TOM MECKEL SAND & GRAVEL INC. | 2017-1005 | TOP SOIL | 07/31/17 | 360.00 | .00 | |
| TOM MECKEL SAND & GRAVEL INC. | 2017-928 | 6" BASALT | 07/31/17 | 200.00 | .00 | |
| Total 70-74-200-720.0 LIFT STATION #7: | | | | 1,510.72 | .00 | |
| Total SEWER - COLLECTION: | | | | 6,409.05 | .00 | |
| SEWER - TREATMENT | | | | | | |
| 70-75-150-210.0 DEPARTMENT SUPPLIES | | | | | | |
| MAY HARDWARE INC. | 885445 | ANTIFREEZE | 08/20/17 | 13.47 | .00 | |
| Total 70-75-150-210.0 DEPARTMENT SUPPLIES: | | | | 13.47 | .00 | |
| 70-75-150-222.0 CHEMICALS | | | | | | |
| THATCHER COMPANY | 1422826 | SALT-EXTRA COARSE/BAG | 08/03/17 | 2,228.00 | .00 | |
| Total 70-75-150-222.0 CHEMICALS: | | | | 2,228.00 | .00 | |
| 70-75-150-302.0 LABORATORY TESTING | | | | | | |
| ANALYTICAL LABORATORIES INC. | 46479 | TESTING - WASTEWATER TREATMENT | 07/31/17 | 1,117.03 | .00 | |
| Total 70-75-150-302.0 LABORATORY TESTING: | | | | 1,117.03 | .00 | |
| 70-75-150-440.0 PROFESSIONAL DEVELOPMENT | | | | | | |
| U.S. BANK - CARD SERVICES | 0817-DEVERE | LODGING - S. DEVERE (3 NIGHTS) | 08/25/17 | 143.86 | .00 | |
| Total 70-75-150-440.0 PROFESSIONAL DEVELOPMENT: | | | | 143.86 | .00 | |
| 70-75-150-460.0 TELEPHONE | | | | | | |
| FRONTIER | 0817-7919 | PHONE SERVICE | 08/07/17 | 170.28 | .00 | |
| Total 70-75-150-460.0 TELEPHONE: | | | | 170.28 | .00 | |
| 70-75-150-490.0 HEAT, LIGHTS, AND UTILITIES | | | | | | |
| MCCALL, CITY OF | 0817-121051 | WATER | 08/14/17 | 38.41 | .00 | |
| IDAHO POWER | 0817-2201313992 | COMBINED BILLING - 2201313992 | 08/17/17 | 7,568.84 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|-----------------|--------------------------------|--------------|--------------------|-------------|-----------|
| Total 70-75-150-490.0 HEAT, LIGHTS, AND UTILITIES: | | | | 7,607.25 | .00 | |
| 70-75-150-590.0 REPAIRS - OTHER EQUIPMENT | | | | | | |
| C & N ELECTRICAL CONSTRUCTION | 110837 | REPAIR SALT HOIST | 08/03/17 | 182.50 | .00 | |
| Total 70-75-150-590.0 REPAIRS - OTHER EQUIPMENT: | | | | 182.50 | .00 | |
| Total SEWER - TREATMENT: | | | | 11,462.39 | .00 | |
| J DITCH RE-USE | | | | | | |
| 70-76-150-351.0 ENGINEER SERVICES-PLRWSD REIMB | | | | | | |
| PAYETTE LAKES RECREATIONAL | 201707 | REUSE COST-SHARE | 08/21/17 | 9,400.47 | .00 | |
| Total 70-76-150-351.0 ENGINEER SERVICES-PLRWSD REIMB: | | | | 9,400.47 | .00 | |
| 70-76-150-360.0 REIMB. COST SHARE - PLRWSD | | | | | | |
| PAYETTE LAKES RECREATIONAL | 201707 | REUSE COST-SHARE | 08/21/17 | 3,805.78 | .00 | |
| Total 70-76-150-360.0 REIMB. COST SHARE - PLRWSD: | | | | 3,805.78 | .00 | |
| 70-76-150-490.0 HEAT, LIGHTS, AND UTILITIES | | | | | | |
| MCCALL, CITY OF | 0817-121011 | WATER | 08/14/17 | 37.70 | .00 | |
| IDAHO POWER | 0817-2201313992 | COMBINED BILLING - 2201313992 | 08/17/17 | 9,138.53 | .00 | |
| Total 70-76-150-490.0 HEAT, LIGHTS, AND UTILITIES: | | | | 9,176.23 | .00 | |
| 70-76-200-703.0 DEQ GRANT - WW LEAK STUDY | | | | | | |
| ANALYTICAL LABORATORIES INC. | 46703 | MONITORING WELLS WATER SAMPLIN | 07/31/17 | 1,099.00 | .00 | |
| Total 70-76-200-703.0 DEQ GRANT - WW LEAK STUDY: | | | | 1,099.00 | .00 | |
| 70-76-200-704.0 DEQ GRANT-MATCH-WW LEAK STUDY | | | | | | |
| ANALYTICAL LABORATORIES INC. | 46703 | MONITORING WELLS WATER SAMPLIN | 07/31/17 | 1,099.00 | .00 | |
| Total 70-76-200-704.0 DEQ GRANT-MATCH-WW LEAK STUDY: | | | | 1,099.00 | .00 | |
| Total J DITCH RE-USE: | | | | 24,580.48 | .00 | |
| Total SEWER FUND: | | | | 42,451.92 | .00 | |
| Grand Totals: | | | | 513,591.29 | 2,296.37 | |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|----------------|--------------------------------|--------------|--------------------|-------------|-----------|
| LIBRARY FUND | | | | | | |
| LIBRARY DEPARTMENT | | | | | | |
| 25-57-100-160.0 EMPLOYEE RECOGNITION | | | | | | |
| U.S. BANK - CARD SERVICES | 0817-LOJEK | SNACKS - STAFF MEETING | 08/25/17 | 5.30 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-LOJEK | GOING AWAY LUNCH - HEARNE | 08/25/17 | 23.14 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-LOJEK | FRAME | 08/25/17 | 5.34 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-LOJEK | CAKE - HEARNE'S RETIREMENT | 08/25/17 | 40.00 | .00 | |
| Total 25-57-100-160.0 EMPLOYEE RECOGNITION: | | | | 73.78 | .00 | |
| 25-57-150-200.0 OFFICE SUPPLIES | | | | | | |
| OFFICE SAVERS ONLINE | 17209-001 | SUPPLIES | 08/21/17 | 25.96 | .00 | |
| Total 25-57-150-200.0 OFFICE SUPPLIES: | | | | 25.96 | .00 | |
| 25-57-150-300.0 PROFESSIONAL SERVICES | | | | | | |
| MARKLEY LLC | 0817_MPL | FUNDRAISING CONSULTANT SERVICE | 08/31/17 | 2,000.00 | .00 | |
| MARKLEY LLC | 0817_MPL | REIMB. - EXPENSES | 08/31/17 | 684.37 | .00 | |
| RUSH, AMY | 005-201708 | FUNDRAISING COORDINATOR SERVIC | 08/31/17 | 1,100.00 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-LOJEK | GOOGLE STORAGE 100 GB | 08/25/17 | 1.99 | .00 | |
| Total 25-57-150-300.0 PROFESSIONAL SERVICES: | | | | 3,786.36 | .00 | |
| 25-57-150-400.0 ADVERTISING/LEGAL PUBLICATIONS | | | | | | |
| STAR NEWS, THE | 50886 | CLASSIFIED - LIBRARY CLERK | 08/31/17 | 144.00 | .00 | |
| Total 25-57-150-400.0 ADVERTISING/LEGAL PUBLICATIONS: | | | | 144.00 | .00 | |
| 25-57-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS | | | | | | |
| AMAZON.COM | 018189724665 | BOOKS | 07/25/17 | 44.27 | .00 | |
| AMAZON.COM | 044467635289 | BOOKS | 07/15/17 | 78.65 | .00 | |
| AMAZON.COM | 067192513861 | BOOK | 07/14/17 | 6.96 | .00 | |
| AMAZON.COM | 091209342446 | BOOK | 07/19/17 | 14.24 | .00 | |
| AMAZON.COM | 120423799075 | BOOK | 07/14/17 | 13.88 | .00 | |
| AMAZON.COM | 127102572658 | BOOKS | 07/20/17 | 76.34 | .00 | |
| AMAZON.COM | 127104981888 | REFUND - BOOK | 07/25/17 | 7.97- | .00 | |
| AMAZON.COM | 144269979429 | BOOK | 07/14/17 | 6.98 | .00 | |
| AMAZON.COM | 211522018546 | BOOKS | 07/30/17 | 64.92 | .00 | |
| AMAZON.COM | 277382818455 | BOOK | 07/19/17 | 13.64 | .00 | |
| AMAZON.COM | 281404405674 | BOOKS | 08/02/17 | 33.65 | .00 | |
| BAKER & TAYLOR BOOKS | 4011984635 | BOOKS | 08/10/17 | 245.11 | .00 | |
| BAKER & TAYLOR BOOKS | 4011991052 | BOOKS | 08/21/17 | 301.12 | .00 | |
| GALE/CENGAGE LEARNING INC | 60971521 | BOOKS | 08/03/17 | 74.07 | .00 | |
| GALE/CENGAGE LEARNING INC | 60978713 | BOOKS | 08/04/17 | 44.08 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-LOJEK | BOOKS | 08/25/17 | 36.82 | .00 | |
| Total 25-57-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS: | | | | 1,046.76 | .00 | |
| 25-57-150-440.0 PROFESSIONAL DEVELOPMENT | | | | | | |
| McCALL FIRE PROTECTION DISTRCT | 20170912 | CPR CLASS FEES | 09/01/17 | 15.00 | .00 | |
| Total 25-57-150-440.0 PROFESSIONAL DEVELOPMENT: | | | | 15.00 | .00 | |
| 25-57-150-450.0 CLEANING AND CUSTODIAL | | | | | | |
| AMAZON.COM | 281400325157 | CLEANERS | 08/03/17 | 16.99 | .00 | |
| MAY HARDWARE INC. | 886361 | LED LIGHT BULBS | 08/30/17 | 8.99 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|-----------------|------------------------------------|--------------|--------------------|-------------|-----------|
| Total 25-57-150-450.0 CLEANING AND CUSTODIAL: | | | | 25.98 | .00 | |
| 25-57-150-461.0 CABLEONE INTERNET SERVICES | | | | | | |
| U.S. BANK - CARD SERVICES | 0817-LOJEK | CABLE ONE INTERNET | 08/25/17 | 69.45 | .00 | |
| Total 25-57-150-461.0 CABLEONE INTERNET SERVICES: | | | | 69.45 | .00 | |
| 25-57-150-462.0 AUDIO VISUAL MATERIALS | | | | | | |
| AMAZON.COM | 166460854233 | DVD | 07/12/17 | 16.94 | .00 | |
| AMAZON.COM | 233016144471 | DVD | 07/12/17 | 20.89 | .00 | |
| AMAZON.COM | 245837373415 | DVDS | 07/12/17 | 119.38 | .00 | |
| AMAZON.COM | 271588872854 | DVD | 07/12/17 | 19.98 | .00 | |
| Total 25-57-150-462.0 AUDIO VISUAL MATERIALS: | | | | 177.19 | .00 | |
| 25-57-150-465.0 CHILDREN'S BOOKS | | | | | | |
| AMAZON.COM | 266342236782 | BOOK | 07/28/17 | 10.75 | .00 | |
| Total 25-57-150-465.0 CHILDREN'S BOOKS: | | | | 10.75 | .00 | |
| 25-57-150-467.0 YOUNG ADULT MATERIALS | | | | | | |
| AMAZON.COM | 044467635289 | BOOK | 07/15/17 | 13.25 | .00 | |
| AMAZON.COM | 119765708560 | REFUND - BOOK | 07/22/17 | 7.02- | .00 | |
| AMAZON.COM | 126874180847 | BOOK | 07/24/17 | 9.18 | .00 | |
| Total 25-57-150-467.0 YOUNG ADULT MATERIALS: | | | | 15.41 | .00 | |
| 25-57-150-468.0 FRIENDS BOOKS | | | | | | |
| U.S. BANK - CARD SERVICES | 0817-LOJEK | BOOKS | 08/25/17 | 35.10 | .00 | |
| U.S. BANK - CARD SERVICES | 0817-LOJEK | BOOKS | 08/25/17 | 45.81 | .00 | |
| Total 25-57-150-468.0 FRIENDS BOOKS: | | | | 80.91 | .00 | |
| 25-57-150-469.0 PROGRAMMING SUPPLIES | | | | | | |
| AMAZON.COM | 276573009890 | CLOTHESPINS, CRAFT JEWELS, RHINE | 07/21/17 | 55.28 | .00 | |
| Total 25-57-150-469.0 PROGRAMMING SUPPLIES: | | | | 55.28 | .00 | |
| 25-57-150-490.0 HEAT, LIGHTS, AND UTILITIES | | | | | | |
| MCCALL, CITY OF | 0817-182651 | WATER AND SEWER | 08/14/17 | 94.30 | .00 | |
| IDAHO POWER | 0817-2201313992 | COMBINED BILLING - 2201313992 | 08/17/17 | 307.79 | .00 | |
| Total 25-57-150-490.0 HEAT, LIGHTS, AND UTILITIES: | | | | 402.09 | .00 | |
| 25-57-150-570.0 REPAIRS - BUILDING AND GROUNDS | | | | | | |
| AMAZON.COM | 069899138440 | WINDSCREEN4LESS | 07/19/17 | 101.99 | .00 | |
| AMAZON.COM | 201988405046 | OLLIEROO SHADE SAIL HARDWARE | 07/19/17 | 21.38 | .00 | |
| Total 25-57-150-570.0 REPAIRS - BUILDING AND GROUNDS: | | | | 123.37 | .00 | |
| Total LIBRARY DEPARTMENT: | | | | 6,052.29 | .00 | |
| GRANT EXPENSES | | | | | | |
| 25-60-250-670.0 GRANTS | | | | | | |
| AMAZON.COM | 050949674259 | BOOKS | 07/21/17 | 58.54 | .00 | |
| HOTEL McCALL | 20170819 | LODGING - D. BECKER (2 NIGHTS) ARC | 08/19/17 | 190.00 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|-------------------------------|----------------|-------------|--------------|--------------------|-------------|-----------|
| Total 25-60-250-670.0 GRANTS: | | | | 248.54 | .00 | |
| Total GRANT EXPENSES: | | | | 248.54 | .00 | |
| Total LIBRARY FUND: | | | | 6,300.83 | .00 | |
| Grand Totals: | | | | 6,300.83 | .00 | |

| Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---|----------------|---------------------------|--------------|--------------------|-------------|-----------|
| GENERAL FUND | | | | | | |
| ADMINISTRATIVE COSTS | | | | | | |
| 10-44-150-310.0 ATTORNEY - CIVIL NON-REIMB | | | | | | |
| WHITE PETERSON P.A. | 124716 | GENERAL CITY ADMIN | 08/31/17 | 5,800.00 | .00 | |
| Total 10-44-150-310.0 ATTORNEY - CIVIL NON-REIMB: | | | | 5,800.00 | .00 | |
| Total ADMINISTRATIVE COSTS: | | | | 5,800.00 | .00 | |
| Total GENERAL FUND: | | | | 5,800.00 | .00 | |
| RECREATION FUND | | | | | | |
| RECREATION - PROGRAMS | | | | | | |
| 28-58-150-250.0 MOTOR FUELS AND LUBRICANTS | | | | | | |
| SINCLAIR OIL CORP | 51069164-PR | FUEL - A/C #0464007505407 | 08/31/17 | 30.71 | .00 | |
| Total 28-58-150-250.0 MOTOR FUELS AND LUBRICANTS: | | | | 30.71 | .00 | |
| Total RECREATION - PROGRAMS: | | | | 30.71 | .00 | |
| Total RECREATION FUND: | | | | 30.71 | .00 | |
| Grand Totals: | | | | 5,830.71 | .00 | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount |
|---------------------------------------|---------------------------|----------------|--------------------------------|--------------|--------------------|
| A & I DISTRIBUTORS | | | | | |
| 1037 | A & I DISTRIBUTORS | 3005267 | ENVIRONMENTAL/DELIVERY SU | 08/09/17 | 3.95 |
| 1037 | A & I DISTRIBUTORS | 3005267 | 5W-20 ENGINE OIL - 55 GAL DRU | 08/09/17 | 384.45 |
| 1037 | A & I DISTRIBUTORS | 3005267 | 15W-40 ENGINE OIL - 55 GAL DR | 08/09/17 | 541.75 |
| Total A & I DISTRIBUTORS: | | | | | 930.15 |
| ALBERTSONS LLC | | | | | |
| 1850 | ALBERTSONS LLC | 800107-08231 | SNACKS - PARKS/REC STAFF M | 08/23/17 | 11.98 |
| 1850 | ALBERTSONS LLC | 805630-08171 | SNACKS - PARKS CREW | 08/17/17 | 11.98 |
| Total ALBERTSONS LLC: | | | | | 23.96 |
| ALSCO | | | | | |
| 2300 | ALSCO | LBOI1524548 | LAUNDRY | 08/22/17 | 29.69 |
| 2300 | ALSCO | LBOI1526583 | LAUNDRY | 08/29/17 | 29.69 |
| 2300 | ALSCO | LBOI1528627 | LAUNDRY | 09/05/17 | 29.69 |
| 2300 | ALSCO | LBOI1529263 | COVERALLS - NEW EMPLOYEE | 09/05/17 | 20.00 |
| Total ALSCO: | | | | | 109.07 |
| AMAZON.COM | | | | | |
| 2320 | AMAZON.COM | 018189724665 | HEIGHT ADJUSTABLE DESK TOP | 07/25/17 | 189.99 |
| Total AMAZON.COM: | | | | | 189.99 |
| AMERIPRIDE LINEN & APPAREL | | | | | |
| 2715 | AMERIPRIDE LINEN & APPARE | 2400627582 | RUG/LAUNDRY SERVICES | 08/28/17 | 122.31 |
| Total AMERIPRIDE LINEN & APPAREL: | | | | | 122.31 |
| ANALYTICAL LABORATORIES INC. | | | | | |
| 2790 | ANALYTICAL LABORATORIES I | 46479 | TESTING - WASTEWATER TREA | 07/31/17 | 1,117.03 |
| 2790 | ANALYTICAL LABORATORIES I | 46703 | MONITORING WELLS WATER SA | 07/31/17 | 1,099.00 |
| 2790 | ANALYTICAL LABORATORIES I | 46703 | MONITORING WELLS WATER SA | 07/31/17 | 1,099.00 |
| Total ANALYTICAL LABORATORIES INC.: | | | | | 3,315.03 |
| ASAP PORTABLES CO. | | | | | |
| 3215 | ASAP PORTABLES CO. | 2017-13089 | PORTABLE RENTALS AND CLEA | 08/01/17 | 502.50 |
| 3215 | ASAP PORTABLES CO. | 2017-13217 | PORTABLE/HANDWASH SERVIC | 08/01/17 | 189.40 |
| Total ASAP PORTABLES CO.: | | | | | 691.90 |
| ATKINSON, ROSE MARIE | | | | | |
| 99989 | ATKINSON, ROSE MARIE | 20170812 | REFUND - PARKS DEPOSIT | 08/17/17 | 50.00 |
| Total ATKINSON, ROSE MARIE: | | | | | 50.00 |
| BAKER, JOHN B. & JUDY | | | | | |
| 99997 | BAKER, JOHN B. & JUDY | 122511 | REFUND - UTILITY A/C #1.2251.1 | 08/17/17 | 101.84 |
| Total BAKER, JOHN B. & JUDY: | | | | | 101.84 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount |
|--|----------------------------|----------------|--------------------------------|--------------|--------------------|
| BILLING DOCUMENT SPECIALISTS | | | | | |
| 4645 | BILLING DOCUMENT SPECIALI | 43072 | UTILITY BILLING POSTAGE | 08/16/17 | 554.33 |
| 4645 | BILLING DOCUMENT SPECIALI | 43072 | UTILITY BILLING POSTAGE | 08/16/17 | 511.68 |
| 4645 | BILLING DOCUMENT SPECIALI | 43072 | UTILITY BILLING PROCESSING | 08/16/17 | 334.73 |
| 4645 | BILLING DOCUMENT SPECIALI | 43072 | UTILITY BILLING PROCESSING | 08/16/17 | 308.99 |
| Total BILLING DOCUMENT SPECIALISTS: | | | | | 1,709.73 |
| BME UPFITTING LLC | | | | | |
| 4758 | BME UPFITTING LLC | 360USO984 | LIGHTS, SIRENS, CONSOLES IN | 08/25/17 | 10,252.96 |
| Total BME UPFITTING LLC: | | | | | 10,252.96 |
| BOISE OFFICE EQUIPMENT | | | | | |
| 4870 | BOISE OFFICE EQUIPMENT | IN1331640 | XEROX XWC7845 OVERAGE CH | 08/24/17 | 15.11 |
| 4870 | BOISE OFFICE EQUIPMENT | IN1331643 | XEROX XWC6605DN'S OVERAGE | 08/24/17 | 142.31 |
| Total BOISE OFFICE EQUIPMENT: | | | | | 157.42 |
| BRINKLEY CONSTRUCTION LLC | | | | | |
| 5410 | BRINKLEY CONSTRUCTION LL | 653 | CORE DRILLING - ROTARY PARK | 08/25/17 | 400.00 |
| Total BRINKLEY CONSTRUCTION LLC: | | | | | 400.00 |
| BUTLER ACTUATOR SERVICES LLC | | | | | |
| 5935 | BUTLER ACTUATOR SERVICES | 1017 | SERVICE CALL - VALVE ACTUAT | 07/31/17 | 594.50 |
| Total BUTLER ACTUATOR SERVICES LLC: | | | | | 594.50 |
| BUTTERFIELD, RICHARD & DIANE | | | | | |
| 99992 | BUTTERFIELD, RICHARD & DIA | 160952 | REFUND - UTILITY A/C #1.6095.2 | 08/17/17 | 59.24 |
| Total BUTTERFIELD, RICHARD & DIANE: | | | | | 59.24 |
| C & M LUMBER CO. INC. | | | | | |
| 5980 | C & M LUMBER CO. INC. | 322282 | HARDWOOD DOWELS | 09/01/17 | 260.00 |
| Total C & M LUMBER CO. INC.: | | | | | 260.00 |
| C & N ELECTRICAL CONSTRUCTION | | | | | |
| 5985 | C & N ELECTRICAL CONSTRUC | 110837 | REPAIR SALT HOIST | 08/03/17 | 182.50 |
| Total C & N ELECTRICAL CONSTRUCTION: | | | | | 182.50 |
| CDW GOVERNMENT INC. | | | | | |
| 6530 | CDW GOVERNMENT INC. | JWM8399 | MONITORS | 08/22/17 | 464.42 |
| Total CDW GOVERNMENT INC.: | | | | | 464.42 |
| CHEMSEARCH | | | | | |
| 6720 | CHEMSEARCH | 2822803 | YIELD AEROSOL | 08/14/17 | 191.00 |
| Total CHEMSEARCH: | | | | | 191.00 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount |
|--|---------------------------|----------------|--------------------------------|--------------|--------------------|
| CHEVRON TEXACO | | | | | |
| 6760 | CHEVRON TEXACO | 51319738-CD | FUEL - A/C #7898226258 | 09/06/17 | 60.99 |
| 6760 | CHEVRON TEXACO | 51319741-PR | FUEL - A/C #7898226308 | 09/06/17 | 953.14 |
| 6760 | CHEVRON TEXACO | 51319744-A | FUEL - A/C #7898226365 | 09/06/17 | 83.31 |
| 6760 | CHEVRON TEXACO | 51319966-IT | FUEL - A/C #6000643053 | 09/06/17 | 42.54 |
| Total CHEVRON TEXACO: | | | | | 1,139.98 |
| CLOVERDALE NURSERY | | | | | |
| 7180 | CLOVERDALE NURSERY | 171413 | SOD - LS#7 | 08/09/17 | 540.00 |
| 7180 | CLOVERDALE NURSERY | 171413 | FREIGHT | 08/09/17 | 100.00 |
| 7180 | CLOVERDALE NURSERY | 171413 | CREEPING RED FISCUE SEED - | 08/09/17 | 117.50 |
| Total CLOVERDALE NURSERY: | | | | | 757.50 |
| CROSS, DEAN O. | | | | | |
| 99988 | CROSS, DEAN O. | 124441 | REFUND - UTILITY A/C #1.2444.1 | 08/22/17 | 78.41 |
| Total CROSS, DEAN O.: | | | | | 78.41 |
| DANNY'S WELDING INC. | | | | | |
| 8540 | DANNY'S WELDING INC. | 17-388934 | TUBE W/BASE PLATES | 09/05/17 | 50.00 |
| Total DANNY'S WELDING INC.: | | | | | 50.00 |
| DELL MARKETING L.P. | | | | | |
| 8840 | DELL MARKETING L.P. | 10186991277 | DELL OPTIPLEX 3050 COMPUTE | 08/25/17 | 4,747.92 |
| Total DELL MARKETING L.P.: | | | | | 4,747.92 |
| DIAMOND FUEL & FEED SUPPLY INC. | | | | | |
| 9080 | DIAMOND FUEL & FEED SUPPL | 56152 | DIESEL FUEL | 08/16/17 | 748.07 |
| 9080 | DIAMOND FUEL & FEED SUPPL | 56153 | UNLEADED FUEL | 08/16/17 | 592.57 |
| Total DIAMOND FUEL & FEED SUPPLY INC.: | | | | | 1,340.64 |
| DIGLINE INC. | | | | | |
| 9140 | DIGLINE INC. | 56601-IN | A/C #415 - 67 ADDITIONAL CALL | 07/31/17 | 38.19 |
| 9140 | DIGLINE INC. | 56601-IN | A/C #415 - 67 ADDITIONAL CALL | 07/31/17 | 38.19 |
| 9140 | DIGLINE INC. | 56601-IN | A/C #415 - 67 ADDITIONAL CALL | 07/31/17 | 38.19 |
| Total DIGLINE INC.: | | | | | 114.57 |
| D-WORKS INC. | | | | | |
| 9540 | D-WORKS INC. | 7683 | FABRICATE SCREEN POLE, ANC | 07/26/17 | 338.07 |
| Total D-WORKS INC.: | | | | | 338.07 |
| ESD WASTE2WATER INC. | | | | | |
| 10100 | ESD WASTE2WATER INC. | 83600 | ESD 201 MICROBES, FILTER SC | 08/28/17 | 126.75 |
| Total ESD WASTE2WATER INC.: | | | | | 126.75 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount |
|-------------------------------------|---------------------------|----------------|--------------------------------|--------------|--------------------|
| ESRI INC. | | | | | |
| 10140 | ESRI INC. | 93329306 | ARCGIS SERVER MAINTENANC | 08/07/17 | 416.67 |
| 10140 | ESRI INC. | 93329306 | ARCGIS 3D ANALYST MAINT. | 08/07/17 | 500.00 |
| 10140 | ESRI INC. | 93329306 | ARCGIS DESKTOP ADVANCED M | 08/07/17 | 7,250.00 |
| 10140 | ESRI INC. | 93329306 | ARCGIS SERVER MAINTENANC | 08/07/17 | 416.66 |
| 10140 | ESRI INC. | 93329306 | ARCGIS SERVER MAINTENANC | 08/07/17 | 416.67 |
| Total ESRI INC.: | | | | | 9,000.00 |
| FERGUSON WATERWORKS | | | | | |
| 10750 | FERGUSON WATERWORKS | 662646 | RESTOCK REPLACEMENT PART | 08/09/17 | 1,074.94 |
| 10750 | FERGUSON WATERWORKS | 662850 | RESTOCK REPLACEMENT PART | 08/10/17 | 322.28 |
| Total FERGUSON WATERWORKS: | | | | | 1,397.22 |
| FIRST TIME LP | | | | | |
| 99991 | FIRST TIME LP | 153802 | REFUND - UTILITY A/C #1.5380.2 | 08/15/17 | 54.27 |
| Total FIRST TIME LP: | | | | | 54.27 |
| FRONTIER | | | | | |
| 11500 | FRONTIER | 0817-0267 | PHONE SERVICE | 08/01/17 | 65.03 |
| 11500 | FRONTIER | 0817-1252 | PHONE SERVICE | 08/07/17 | 104.01 |
| 11500 | FRONTIER | 0817-1252 | PHONE SERVICE | 08/07/17 | 104.01 |
| 11500 | FRONTIER | 0817-1252 | PHONE SERVICE | 08/07/17 | 104.01 |
| 11500 | FRONTIER | 0817-1335 | PHONE SERVICE | 08/07/17 | 121.76 |
| 11500 | FRONTIER | 0817-2144 | PHONE SERVICE | 08/07/17 | 29.72 |
| 11500 | FRONTIER | 0817-4170 | PHONE SERVICE | 08/07/17 | 39.55 |
| 11500 | FRONTIER | 0817-7919 | PHONE SERVICE | 08/07/17 | 170.28 |
| 11500 | FRONTIER | 0817-7919 | PHONE SERVICE | 08/07/17 | 133.00 |
| Total FRONTIER: | | | | | 871.37 |
| GALLS LLC | | | | | |
| 11640 | GALLS LLC | 008079596 | JUMP SUITS-LIGHT/MEDIUM WEI | 08/14/17 | 458.97 |
| Total GALLS LLC: | | | | | 458.97 |
| GEM STATE PAPER & SUPPLY | | | | | |
| 11940 | GEM STATE PAPER & SUPPLY | 1160956-00 | JANITORIAL SUPPLIES | 08/16/17 | 401.90 |
| 11940 | GEM STATE PAPER & SUPPLY | 1160992-00 | HAND SOAP | 08/16/17 | 54.41 |
| 11940 | GEM STATE PAPER & SUPPLY | 1163248-00 | JANITORIAL SUPPLIES | 08/24/17 | 245.56 |
| 11940 | GEM STATE PAPER & SUPPLY | 1163969-00 | CREDIT - HAND SANITIZER | 08/25/17 | 63.93- |
| Total GEM STATE PAPER & SUPPLY: | | | | | 637.94 |
| H. D. FOWLER COMPANY INC. | | | | | |
| 12755 | H. D. FOWLER COMPANY INC. | I4598107 | SHIPPING | 08/14/17 | 75.00 |
| 12755 | H. D. FOWLER COMPANY INC. | I4598107 | ADS SANITITE CULVERT PIPE 12 | 08/14/17 | 3,519.60 |
| 12755 | H. D. FOWLER COMPANY INC. | I4602916 | HYDRANT REPAIR PARTS | 08/17/17 | 522.77 |
| 12755 | H. D. FOWLER COMPANY INC. | I4607798 | COUPLING SLEEVES | 08/22/17 | 73.38 |
| Total H. D. FOWLER COMPANY INC.: | | | | | 4,190.75 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount |
|---------------------------------------|---------------------------|----------------|------------------------------|--------------|--------------------|
| HAMILTON, TREVOR JEFFREY 12880 | HAMILTON, TREVOR JEFFREY | 20170817 | SKATEBOARDING INSTRUCTOR | 08/17/17 | 75.00 |
| Total HAMILTON, TREVOR JEFFREY: | | | | | 75.00 |
| HOMETOWN PIZZA - McCALL | | | | | |
| 14095 | HOMETOWN PIZZA - McCALL | 233 | PIZZAS - JULY 4TH | 07/02/17 | 129.94 |
| 14095 | HOMETOWN PIZZA - McCALL | 234 | PIZZAS - JULY 4TH | 07/03/17 | 123.94 |
| 14095 | HOMETOWN PIZZA - McCALL | 235 | PIZZAS - JULY 4TH | 07/04/17 | 83.96 |
| 14095 | HOMETOWN PIZZA - McCALL | 236 | PIZZAS - KING RETIREMENT | 07/31/17 | 167.92 |
| Total HOMETOWN PIZZA - McCALL: | | | | | 505.76 |
| HONEY DIPPERS INC. | | | | | |
| 14100 | HONEY DIPPERS INC. | 3218 | WEEKLY SERVICE - B. MORGAN | 08/31/17 | 120.00 |
| 14100 | HONEY DIPPERS INC. | 3227 | WEEKLY SERVICE - TENNIS CO | 08/31/17 | 120.00 |
| 14100 | HONEY DIPPERS INC. | 3287 | WEEKLY SERVICE - DAVIS BEAC | 08/31/17 | 240.00 |
| 14100 | HONEY DIPPERS INC. | 67766 | TOILET SERVICED | 06/29/17 | 75.00 |
| 14100 | HONEY DIPPERS INC. | 67766 | DONATION | 06/29/17 | 875.00- |
| 14100 | HONEY DIPPERS INC. | 67766 | SHORT TERM SVC-3 ADA/15 STA | 06/29/17 | 1,710.00 |
| 14100 | HONEY DIPPERS INC. | 68021 | SLUDGE REMOVAL-WASTE BASI | 08/08/17 | 325.00 |
| 14100 | HONEY DIPPERS INC. | 68038 | SLUDGE REMOVAL-WASTE BASI | 08/08/17 | 975.00 |
| 14100 | HONEY DIPPERS INC. | 68050 | ADDITIONAL LOADS | 08/31/17 | 650.00 |
| 14100 | HONEY DIPPERS INC. | 68050 | SLUDGE REMOVAL-WASTE BASI | 08/31/17 | 650.00 |
| Total HONEY DIPPERS INC.: | | | | | 3,990.00 |
| IDAHO BUREAU OF OCCUPATIONAL | | | | | |
| 14830 | IDAHO BUREAU OF OCCUPATI | 20316-2017 | CERT. RENEWAL-DWT3-DELLW | 09/06/17 | 30.00 |
| Total IDAHO BUREAU OF OCCUPATIONAL: | | | | | 30.00 |
| IDAHO CHILD SUPPORT RECEIPTING | | | | | |
| 14860 | IDAHO CHILD SUPPORT RECEI | 20170818-1 | CHILD SUPPORT - #335546 | 08/18/17 | 178.14 |
| 14860 | IDAHO CHILD SUPPORT RECEI | 20170818-2 | CHILD SUPPORT - #195240 | 08/18/17 | 245.06 |
| 14860 | IDAHO CHILD SUPPORT RECEI | 20170901-1 | CHILD SUPPORT - #335546 | 09/01/17 | 178.14 |
| 14860 | IDAHO CHILD SUPPORT RECEI | 20170901-2 | CHILD SUPPORT - #195240 | 09/01/17 | 245.06 |
| Total IDAHO CHILD SUPPORT RECEIPTING: | | | | | 846.40 |
| IDAHO POWER | | | | | |
| 15340 | IDAHO POWER | 0817-2201313 | COMBINED BILLING - 220131399 | 08/17/17 | 352.07 |
| 15340 | IDAHO POWER | 0817-2201313 | COMBINED BILLING - 220131399 | 08/17/17 | 430.87 |
| 15340 | IDAHO POWER | 0817-2201313 | COMBINED BILLING - 220131399 | 08/17/17 | 7,568.84 |
| 15340 | IDAHO POWER | 0817-2201313 | COMBINED BILLING - 220131399 | 08/17/17 | 1,581.10 |
| 15340 | IDAHO POWER | 0817-2201313 | COMBINED BILLING - 220131399 | 08/17/17 | 1,868.84 |
| 15340 | IDAHO POWER | 0817-2201313 | COMBINED BILLING - 220131399 | 08/17/17 | 17.08 |
| 15340 | IDAHO POWER | 0817-2201313 | COMBINED BILLING - 220131399 | 08/17/17 | 5,510.21 |
| 15340 | IDAHO POWER | 0817-2201313 | COMBINED BILLING - 220131399 | 08/17/17 | 2,887.02 |
| 15340 | IDAHO POWER | 0817-2201313 | COMBINED BILLING - 220131399 | 08/17/17 | 798.29 |
| 15340 | IDAHO POWER | 0817-2201313 | COMBINED BILLING - 220131399 | 08/17/17 | 9,138.53 |
| 15340 | IDAHO POWER | 0817-2201313 | COMBINED BILLING - 220131399 | 08/17/17 | 7,160.50 |
| 15340 | IDAHO POWER | 0817-2201313 | COMBINED BILLING - 220131399 | 08/17/17 | 297.52 |
| 15340 | IDAHO POWER | 0817-2202559 | WATERPLANT | 08/15/17 | 8,519.31 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount |
|-----------------------------------|----------------------------|----------------|-----------------------------|--------------|--------------------|
| Total IDAHO POWER: | | | | | 46,130.18 |
| IDEAL MFG INC. | | | | | |
| 15670 | IDEAL MFG INC. | 28963 | BEARING | 06/27/17 | 172.54 |
| Total IDEAL MFG INC.: | | | | | 172.54 |
| IN IDAHO VACATION SERVICES | | | | | |
| 15840 | IN IDAHO VACATION SERVICES | 20170831 | RESERVATION FEES | 08/31/17 | 9.90 |
| Total IN IDAHO VACATION SERVICES: | | | | | 9.90 |
| InCOM TELECOM LLC | | | | | |
| 15860 | InCOM TELECOM LLC | 035373-20170 | DIGITAL PHONE SVC - #035373 | 08/24/17 | 1,789.08 |
| Total InCOM TELECOM LLC: | | | | | 1,789.08 |
| INLAND MARINE LLC | | | | | |
| 15959 | INLAND MARINE LLC | 1863 | SPRING DOCK SET OUT | 08/16/17 | 525.00 |
| 15959 | INLAND MARINE LLC | 1864 | REPAIR DOCK NEXT TO SHERIF | 08/16/17 | 470.00 |
| 15959 | INLAND MARINE LLC | 1865 | REPAIR ANCHOR AT BOAT LAUN | 08/16/17 | 210.00 |
| Total INLAND MARINE LLC: | | | | | 1,205.00 |
| IOU SUSHI | | | | | |
| 99986 | IOU SUSHI | 357976 | MEAL - TRAINING/BATES | 03/08/17 | 32.55 |
| 99986 | IOU SUSHI | 357977 | MEAL - TRAINING/KIMMEL | 03/08/17 | 31.68 |
| Total IOU SUSHI: | | | | | 64.23 |
| JAMES, DELTA | | | | | |
| 16730 | JAMES, DELTA | 20170831 | REIMB. - MILEAGE/MEAL-FUNDI | 08/31/17 | 128.21 |
| Total JAMES, DELTA: | | | | | 128.21 |
| JERRY'S AUTO PARTS | | | | | |
| 16890 | JERRY'S AUTO PARTS | 002450 | WIPER BLADES | 08/11/17 | 17.46 |
| 16890 | JERRY'S AUTO PARTS | 002794 | TUBING, CONNECTOR | 08/14/17 | 3.21 |
| 16890 | JERRY'S AUTO PARTS | 002989 | CLUTCH PACK, CYLINDER, UJOI | 08/15/17 | 220.21 |
| 16890 | JERRY'S AUTO PARTS | 004066 | ANTIFREEZE | 08/21/17 | 17.09 |
| 16890 | JERRY'S AUTO PARTS | 004156 | NOZZLES | 08/22/17 | 20.80 |
| 16890 | JERRY'S AUTO PARTS | 004283 | SWITCH, OIL FILTER | 08/22/17 | 8.58 |
| 16890 | JERRY'S AUTO PARTS | 004324 | FUSES | 08/22/17 | 2.64 |
| 16890 | JERRY'S AUTO PARTS | 004460 | RECTANGULAR REFS | 08/23/17 | 1.18 |
| 16890 | JERRY'S AUTO PARTS | 005226 | FUEL/AIR FILTERS | 08/28/17 | 111.34 |
| 16890 | JERRY'S AUTO PARTS | 006014 | BUG WASH | 09/01/17 | 3.79 |
| Total JERRY'S AUTO PARTS: | | | | | 406.30 |
| JOHN DEERE FINANCIAL | | | | | |
| 16995 | JOHN DEERE FINANCIAL | 2418107 | SEAL KIT | 07/31/17 | 301.09 |
| 16995 | JOHN DEERE FINANCIAL | 2418267 | SEAL KIT | 07/31/17 | 39.45 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount |
|---------------------------------------|----------------------------|----------------|--------------------------------|--------------|--------------------|
| Total JOHN DEERE FINANCIAL: | | | | | 340.54 |
| KISTNER, SHERRY | | | | | |
| 17660 | KISTNER, SHERRY | 20170818 | REFUND - PARKS DEPOSIT | 08/24/17 | 150.00 |
| Total KISTNER, SHERRY: | | | | | 150.00 |
| LAKEVIEW CHEVRON SERVICE INC. | | | | | |
| 18200 | LAKEVIEW CHEVRON SERVICE | 5696 | UNLEADED FUEL | 09/05/17 | 44.65 |
| 18200 | LAKEVIEW CHEVRON SERVICE | 5720 | UNLEADED FUEL | 09/05/17 | 66.40 |
| Total LAKEVIEW CHEVRON SERVICE INC.: | | | | | 111.05 |
| LES SCHWAB TIRE CENTERS | | | | | |
| 18700 | LES SCHWAB TIRE CENTERS | 12500170425 | NEW TIRES - VEH #44 | 08/09/17 | 2,355.00 |
| 18700 | LES SCHWAB TIRE CENTERS | 12500172975 | NEW TIRES - FORD F250 | 09/05/17 | 927.91 |
| Total LES SCHWAB TIRE CENTERS: | | | | | 3,282.91 |
| LIQUIVISION TECHNOLOGY INC. | | | | | |
| 18990 | LIQUIVISION TECHNOLOGY IN | 5758 | CLEARWELL & WATER TANKS C | 08/28/17 | 6,675.00 |
| Total LIQUIVISION TECHNOLOGY INC.: | | | | | 6,675.00 |
| MARTINEAU, PAULA & TABITHA | | | | | |
| 99987 | MARTINEAU, PAULA & TABITHA | 130353 | REFUND - UTILITY A/C #1.3035.3 | 09/01/17 | 1,000.00 |
| Total MARTINEAU, PAULA & TABITHA: | | | | | 1,000.00 |
| MAY HARDWARE INC. | | | | | |
| 20160 | MAY HARDWARE INC. | 880040 | GASKET MAKERS | 07/01/17 | 15.28 |
| 20160 | MAY HARDWARE INC. | 883029 | PVC CEMENT | 07/28/17 | 84.82 |
| 20160 | MAY HARDWARE INC. | 883628 | RECIP BLADES | 08/02/17 | 5.39 |
| 20160 | MAY HARDWARE INC. | 884643 | WATER PUMP TUNE-UP | 08/11/17 | 74.83 |
| 20160 | MAY HARDWARE INC. | 885003 | GREASE GUN | 08/16/17 | 17.09 |
| 20160 | MAY HARDWARE INC. | 885027 | CARPET PROTECTOR | 08/16/17 | 44.99 |
| 20160 | MAY HARDWARE INC. | 885030 | FASTENERS | 08/16/17 | 3.82 |
| 20160 | MAY HARDWARE INC. | 885176 | WASP/HORNET SPRAY | 08/17/17 | 13.07 |
| 20160 | MAY HARDWARE INC. | 885213 | GALV BUSHING, NIPPLE, TEFLON | 08/17/17 | 12.02 |
| 20160 | MAY HARDWARE INC. | 885288 | TUBE BRUSH | 08/18/17 | 4.49 |
| 20160 | MAY HARDWARE INC. | 885445 | ANTIFREEZE | 08/20/17 | 13.47 |
| 20160 | MAY HARDWARE INC. | 885515 | SPRAYPAINT | 08/21/17 | 16.71 |
| 20160 | MAY HARDWARE INC. | 885522 | FASTENERS | 08/21/17 | 3.51 |
| 20160 | MAY HARDWARE INC. | 885624 | KEY TAGS, KEY | 08/22/17 | 15.47 |
| 20160 | MAY HARDWARE INC. | 885640 | PVC VALVES, ADAPTERS | 08/22/17 | 65.03 |
| 20160 | MAY HARDWARE INC. | 885923 | WASP/HORNET SPRAY | 08/25/17 | 14.02 |
| 20160 | MAY HARDWARE INC. | 886297 | DIAMOND BLADE | 08/29/17 | 69.99 |
| 20160 | MAY HARDWARE INC. | 886297 | DUST MASKS | 08/29/17 | 2.00 |
| 20160 | MAY HARDWARE INC. | 886301 | PVC BUSHING, COUPLER, ADAP | 08/29/17 | 14.80 |
| 20160 | MAY HARDWARE INC. | 886310 | PVC BUSHINGS | 08/29/17 | 4.64 |
| 20160 | MAY HARDWARE INC. | 886361 | FLUORESCENT BULBS | 08/30/17 | 19.98 |
| 20160 | MAY HARDWARE INC. | 886428 | BATTERY | 08/30/17 | 4.49 |
| 20160 | MAY HARDWARE INC. | 886482 | TERRY CLOTHS | 08/31/17 | 12.58 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount |
|-----------------------------------|---------------------------|----------------|------------------------------|--------------|--------------------|
| 20160 | MAY HARDWARE INC. | 886533 | CLEANER | 08/31/17 | 4.93 |
| 20160 | MAY HARDWARE INC. | 886533 | WASP/HORNET SPRAY | 08/31/17 | 23.88 |
| 20160 | MAY HARDWARE INC. | 886593 | CHEMLINK M-1 ADHESIVE WHT | 09/01/17 | 15.28 |
| 20160 | MAY HARDWARE INC. | 886953 | HORNET/WASP SPRAY | 09/05/17 | 16.16 |
| 20160 | MAY HARDWARE INC. | K86157 | WASP/HORNET SPRAY | 08/28/17 | 23.88 |
| 20160 | MAY HARDWARE INC. | K86222 | 18" PVC ABS SAW | 08/28/17 | 21.59 |
| Total MAY HARDWARE INC.: | | | | | 638.21 |
| McCALL AREA CHAMBER OF | | | | | |
| 20420 | McCALL AREA CHAMBER OF | 17-17 | LOT DISB. - FIREWORKS/WINTE | 08/25/17 | 8,000.00 |
| 20420 | McCALL AREA CHAMBER OF | 17-18 | LOT DISB. - FIREWORKS/JULY 4 | 08/24/17 | 8,000.00 |
| Total McCALL AREA CHAMBER OF: | | | | | 16,000.00 |
| McCALL COFFEE ROASTERS | | | | | |
| 20440 | McCALL COFFEE ROASTERS | 20170627 | COFFEE | 06/27/17 | 150.00 |
| 20440 | McCALL COFFEE ROASTERS | 20170627 | COFFEE | 06/27/17 | 40.00 |
| 20440 | McCALL COFFEE ROASTERS | 20170627 | COFFEE | 06/27/17 | 40.00 |
| 20440 | McCALL COFFEE ROASTERS | 20170725 | COFFEE | 07/25/17 | 150.00 |
| 20440 | McCALL COFFEE ROASTERS | 20170725 | COFFEE | 07/25/17 | 40.00 |
| 20440 | McCALL COFFEE ROASTERS | 20170725 | COFFEE | 07/25/17 | 40.00 |
| 20440 | McCALL COFFEE ROASTERS | 20170808 | COFFEE | 08/08/17 | 50.00 |
| Total McCALL COFFEE ROASTERS: | | | | | 510.00 |
| McCALL DELIVERY SERVICE | | | | | |
| 20462 | McCALL DELIVERY SERVICE | 2017-0670 | DELIVERY - FERGUSON WATER | 08/11/17 | 55.00 |
| 20462 | McCALL DELIVERY SERVICE | 2017-0675 | DELIVERY - METROQUIP | 08/18/17 | 115.00 |
| Total McCALL DELIVERY SERVICE: | | | | | 170.00 |
| McCALL RENTALS INC. | | | | | |
| 20720 | McCALL RENTALS INC. | 110148 | RENTAL - MOWER BRUSH HOG | 08/31/17 | 60.50 |
| 20720 | McCALL RENTALS INC. | 110267 | RENTAL - DITCH WITCH, TRAILE | 09/05/17 | 45.00 |
| Total McCALL RENTALS INC.: | | | | | 105.50 |
| MCCALL, CITY OF | | | | | |
| 6960 | MCCALL, CITY OF | 0817-121011 | WATER | 08/14/17 | 37.70 |
| 6960 | MCCALL, CITY OF | 0817-121051 | WATER | 08/14/17 | 38.41 |
| 6960 | MCCALL, CITY OF | 0817-125631 | WATER AND SEWER | 08/14/17 | 164.80 |
| 6960 | MCCALL, CITY OF | 0817-131601 | WATER AND SEWER | 08/14/17 | 84.50 |
| 6960 | MCCALL, CITY OF | 0817-148171 | SEWER | 08/14/17 | 44.00 |
| 6960 | MCCALL, CITY OF | 0817-183351 | WATER AND SEWER | 08/14/17 | 90.10 |
| Total MCCALL, CITY OF: | | | | | 459.51 |
| McCALL-DONNELLY JT. SCHOOL | | | | | |
| 20860 | McCALL-DONNELLY JT. SCHOO | 263 | MDHS COMMONS RENTAL | 08/18/17 | 50.00 |
| Total McCALL-DONNELLY JT. SCHOOL: | | | | | 50.00 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount |
|---|-----------------------------|----------------|--------------------------------|--------------|--------------------|
| McGUIRE BEARIING COMPANY | | | | | |
| 20965 | McGUIRE BEARIING COMPANY | 3101627-00 | CREDIT - BEARINGS | 08/29/17 | 65.14- |
| Total McGUIRE BEARIING COMPANY: | | | | | 65.14- |
| METROQUIP INC. | | | | | |
| 21220 | METROQUIP INC. | 37463 | BROOM SEGMENTS | 08/11/17 | 1,521.34 |
| 21220 | METROQUIP INC. | 37567 | HYDRANT GAUGES | 08/18/17 | 433.52 |
| Total METROQUIP INC.: | | | | | 1,954.86 |
| MILLER, DENNIS BAIRD & BRETT | | | | | |
| 99990 | MILLER, DENNIS BAIRD & BRET | 212553 | REFUND - UTILITY A/C #2.1255.3 | 08/17/17 | 57.46 |
| Total MILLER, DENNIS BAIRD & BRETT: | | | | | 57.46 |
| MODERN HOTEL AND BAR | | | | | |
| 21575 | MODERN HOTEL AND BAR | F166944 | LODGING - D. JAMES (1 NIGHT) | 08/31/17 | 128.00 |
| Total MODERN HOTEL AND BAR: | | | | | 128.00 |
| MVP ENVIRONMENTAL SERVICES | | | | | |
| 19530 | MVP ENVIRONMENTAL SERVIC | 850 | SLUDGE REMOVAL-GOLF COUR | 08/17/17 | 8,500.00 |
| Total MVP ENVIRONMENTAL SERVICES: | | | | | 8,500.00 |
| NORCO INC. | | | | | |
| 22940 | NORCO INC. | 21734325 | GLOVES | 08/09/17 | 6.28 |
| 22940 | NORCO INC. | 21796512 | GLOVES | 08/18/17 | 37.68 |
| Total NORCO INC.: | | | | | 43.96 |
| OFFICE SAVERS ONLINE | | | | | |
| 22363 | OFFICE SAVERS ONLINE | 17209-001 | SUPPLIES | 08/21/17 | 122.53 |
| 22363 | OFFICE SAVERS ONLINE | 17209-001 | SUPPLIES | 08/21/17 | 77.98 |
| 22363 | OFFICE SAVERS ONLINE | 17209-001 | SUPPLIES | 08/21/17 | 165.53 |
| 22363 | OFFICE SAVERS ONLINE | 17209-001 | SUPPLIES | 08/21/17 | 37.99 |
| 22363 | OFFICE SAVERS ONLINE | 17209-001 | OFFICE CHAIR | 08/21/17 | 479.99 |
| Total OFFICE SAVERS ONLINE: | | | | | 884.02 |
| PAULSEN, DAVID A. | | | | | |
| 24070 | PAULSEN, DAVID A. | 20170816 | UMPIRE | 08/16/17 | 100.00 |
| Total PAULSEN, DAVID A.: | | | | | 100.00 |
| PAYETTE LAKES RECREATIONAL | | | | | |
| 24120 | PAYETTE LAKES RECREATION | 201707 | REUSE COST-SHARE | 08/21/17 | 3,805.78 |
| 24120 | PAYETTE LAKES RECREATION | 201707 | REUSE COST-SHARE | 08/21/17 | 9,400.47 |
| Total PAYETTE LAKES RECREATIONAL: | | | | | 13,206.25 |
| PROBUILD COMPANY LLC | | | | | |
| 19400 | PROBUILD COMPANY LLC | 1024222 | STRETCH FILM | 09/01/17 | 39.99 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount |
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| Total PROBUILD COMPANY LLC: | | | | | 39.99 |
| R. L. YOUNG PAVING INC. | | | | | |
| 25343 | R. L. YOUNG PAVING INC. | 17-242 | BOULDERS - ROTARY PARK | 06/27/17 | 2,750.00 |
| Total R. L. YOUNG PAVING INC.: | | | | | 2,750.00 |
| RELIANT BEHAVIORAL HEALTH LLC | | | | | |
| 25652 | RELIANT BEHAVIORAL HEALTH | 194985 | EE ASSIST. PROGRAM #1501539 | 08/01/17 | 207.03 |
| Total RELIANT BEHAVIORAL HEALTH LLC: | | | | | 207.03 |
| RICOH AMERICAS CORP. | | | | | |
| 25770 | RICOH AMERICAS CORP. | 5050047902-P | RICOH MPC3004 MAINT. AGREE | 08/24/17 | 65.40 |
| 25770 | RICOH AMERICAS CORP. | 5050079729-C | RICOH MPC6004 MAINT. AGREE | 08/28/17 | 306.17 |
| 25770 | RICOH AMERICAS CORP. | 9022701460-C | RICOH MPC6004 COPIER LEASE | 08/12/17 | 285.32 |
| 25770 | RICOH AMERICAS CORP. | 9022701460-C | RICOH MPC3004 COPIER LEASE | 08/12/17 | 176.93 |
| Total RICOH AMERICAS CORP.: | | | | | 833.82 |
| RIDLEY'S FAMILY MARKETS | | | | | |
| 25800 | RIDLEY'S FAMILY MARKETS | 10000110843 | PANTS - MOHLER | 08/23/17 | 205.65 |
| 25800 | RIDLEY'S FAMILY MARKETS | 10000711326 | BIB COVERALLS | 08/17/17 | 178.48 |
| 25800 | RIDLEY'S FAMILY MARKETS | 10001341713 | BOOTS | 08/15/17 | 152.45 |
| 25800 | RIDLEY'S FAMILY MARKETS | 10001351721 | BOOTS | 08/15/17 | 183.99 |
| 25800 | RIDLEY'S FAMILY MARKETS | 10001361727 | EE PAID EXCEEDED AMT - FENN | 08/15/17 | 37.16- |
| 25800 | RIDLEY'S FAMILY MARKETS | 6001781458 | SNACKS - MILE HIGH MILE | 08/17/17 | 69.35 |
| Total RIDLEY'S FAMILY MARKETS: | | | | | 752.76 |
| ROBERTSON SUPPLY INC. | | | | | |
| 26140 | ROBERTSON SUPPLY INC. | 4368953 | SEWER PIPE, BENDS, COUPLIN | 08/31/17 | 187.06 |
| Total ROBERTSON SUPPLY INC.: | | | | | 187.06 |
| ROCKY MOUNTAIN SIGNS & APPAREL | | | | | |
| 26280 | ROCKY MOUNTAIN SIGNS & AP | 15720 | BLACK VINYL DECALS | 08/02/17 | 25.00 |
| Total ROCKY MOUNTAIN SIGNS & APPAREL: | | | | | 25.00 |
| ROMAN ROOFS INC. | | | | | |
| 26455 | ROMAN ROOFS INC. | 003-1938 | REPAIR ROOF - PW BLDG. | 06/30/17 | 15,536.00 |
| 26455 | ROMAN ROOFS INC. | 2426 | FASCIA REPAIRS | 08/09/17 | 11,817.00 |
| Total ROMAN ROOFS INC.: | | | | | 27,353.00 |
| SHERWIN-WILLIAMS CO., THE | | | | | |
| 27655 | SHERWIN-WILLIAMS CO., THE | 7764-5 | PAINT - WHITE | 08/14/17 | 65.34 |
| Total SHERWIN-WILLIAMS CO., THE: | | | | | 65.34 |
| SHOP STRANGE INC. | | | | | |
| 27865 | SHOP STRANGE INC. | SO-006774 | SOCCER SHIRTS | 08/26/17 | 688.70 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount |
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| Total SHOP STRANGE INC.: | | | | | 688.70 |
| SILVER CREEK SUPPLY LLC | | | | | |
| 27965 | SILVER CREEK SUPPLY LLC | S1745185.001 | POLY PIPE | 08/01/17 | 90.69 |
| 27965 | SILVER CREEK SUPPLY LLC | S1747997.001 | PVC ELBOWS, VALVES, ADAPTE | 08/04/17 | 113.86 |
| 27965 | SILVER CREEK SUPPLY LLC | S1747997.002 | PVC ADAPTERS, BUSHING, SWI | 08/07/17 | 48.81 |
| Total SILVER CREEK SUPPLY LLC: | | | | | 253.36 |
| SIX STATES DISTRIBUTORS iNC. | | | | | |
| 28145 | SIX STATES DISTRIBUTORS iN | 02-350483 | LED BEACON | 08/29/17 | 43.00 |
| Total SIX STATES DISTRIBUTORS iNC.: | | | | | 43.00 |
| SMITH, M. GREG | | | | | |
| 28445 | SMITH, M. GREG | 20170816 | UMPIRE | 08/16/17 | 200.00 |
| Total SMITH, M. GREG: | | | | | 200.00 |
| SPECIALTY CONSTRUCTION SUPPLY | | | | | |
| 28660 | SPECIALTY CONSTRUCTION S | 166070-IN | SHOVELS, BROOMS, BROOM HA | 09/05/17 | 204.90 |
| Total SPECIALTY CONSTRUCTION SUPPLY: | | | | | 204.90 |
| ST. LUKE'S | | | | | |
| 28875 | ST. LUKE'S | 418668638-20 | EMERGENCY ROOM - JOHNSON | 08/15/17 | 245.00 |
| Total ST. LUKE'S: | | | | | 245.00 |
| STAR NEWS, THE | | | | | |
| 28980 | STAR NEWS, THE | 50765 | DISPLAY AD - AIRPORT OPEN H | 07/31/17 | 168.00 |
| 28980 | STAR NEWS, THE | 50765 | DISPLAY AD - QUARTERLY REP | 07/31/17 | 294.00 |
| 28980 | STAR NEWS, THE | 50801 | LEGAL AD - AIRPORT FEES HEA | 08/03/17 | 83.66 |
| 28980 | STAR NEWS, THE | 50841 | LEGAL AD - BIDS PW HEAVY EQ | 08/17/17 | 179.55 |
| 28980 | STAR NEWS, THE | 50847 | LEGAL AD - P & Z HEARING | 08/17/17 | 59.28 |
| 28980 | STAR NEWS, THE | 50855 | LEGAL AD - PUBLIC HEARING | 08/24/17 | 43.32 |
| 28980 | STAR NEWS, THE | 50859 | LEGAL AD - ABANDONED VEHIC | 07/20/17 | 45.05 |
| 28980 | STAR NEWS, THE | 50860 | LEGAL AD - GOLF COURSE LIQU | 07/20/17 | 55.77 |
| 28980 | STAR NEWS, THE | 50862 | LEGAL AD - ORDINANCE #958 | 07/20/17 | 46.74 |
| 28980 | STAR NEWS, THE | 50863 | LEGAL AD - HEARING | 07/20/17 | 42.18 |
| 28980 | STAR NEWS, THE | 50869 | LEGAL AD - ORDINANCE #960 | 08/31/17 | 58.14 |
| 28980 | STAR NEWS, THE | 50870 | LEGAL AD - ORDINANCE #961 | 08/31/17 | 41.04 |
| 28980 | STAR NEWS, THE | 50886 | CLASSIFIED - CITY PLANNER | 08/31/17 | 132.00 |
| 28980 | STAR NEWS, THE | 50886 | CLASSIFIED - STREETS OPERAT | 08/31/17 | 144.00 |
| 28980 | STAR NEWS, THE | 50886 | CLASSIFIED - UTILITY OPERATO | 08/31/17 | 216.00 |
| Total STAR NEWS, THE: | | | | | 1,608.73 |
| STERLING BATTERY CO. | | | | | |
| 29120 | STERLING BATTERY CO. | G34464 | BATTERIES | 08/08/17 | 100.00 |
| 29120 | STERLING BATTERY CO. | G35554 | BATTERY | 08/25/17 | 94.95 |
| 29120 | STERLING BATTERY CO. | G35554 | BATTERY | 08/25/17 | 104.95 |
| 29120 | STERLING BATTERY CO. | G35554 | BATTERIES | 08/25/17 | 30.96 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount |
|--|----------------------------|----------------|-------------------------------|--------------|--------------------|
| 29120 | STERLING BATTERY CO. | G35555 | BATTERIES | 08/25/17 | 44.88 |
| Total STERLING BATTERY CO.: | | | | | 375.74 |
| THATCHER COMPANY | | | | | |
| 29996 | THATCHER COMPANY | 1422522 | SALT-EXTRA COARSE/BULK | 08/11/17 | 2,748.00 |
| 29996 | THATCHER COMPANY | 1422826 | SALT-EXTRA COARSE/BAG | 08/03/17 | 2,228.00 |
| 29996 | THATCHER COMPANY | 1423478 | SODA ASH-DENSE | 08/21/17 | 686.00 |
| Total THATCHER COMPANY: | | | | | 5,662.00 |
| T-O ENGINEERS INC. | | | | | |
| 30340 | T-O ENGINEERS INC. | 05113-5606 | AIRPORT GENERAL SERVICES | 08/03/17 | 1,200.00 |
| 30340 | T-O ENGINEERS INC. | 150156-5681 | AIP-022 ACQUIRE SNOW REMOV | 08/15/17 | 1,944.00 |
| 30340 | T-O ENGINEERS INC. | 150156-5681 | AIP-022 ACQUIRE SNOW REMOV | 08/15/17 | 216.00 |
| 30340 | T-O ENGINEERS INC. | 160172-5647 | AIP-023 APRON/TAXIWAY RECO | 08/10/17 | 2,933.73 |
| 30340 | T-O ENGINEERS INC. | 160172-5647 | AIP-023 APRON/TAXIWAY RECO | 08/10/17 | 325.97 |
| Total T-O ENGINEERS INC.: | | | | | 6,619.70 |
| TOM MECKEL SAND & GRAVEL INC. | | | | | |
| 30300 | TOM MECKEL SAND & GRAVEL | 2017-1004 | CREDIT - 6" BASALT | 08/18/17 | 200.00- |
| 30300 | TOM MECKEL SAND & GRAVEL | 2017-1005 | TOP SOIL | 07/31/17 | 360.00 |
| 30300 | TOM MECKEL SAND & GRAVEL | 2017-928 | 6" BASALT | 07/31/17 | 200.00 |
| 30300 | TOM MECKEL SAND & GRAVEL | 2017-928 | TOP SOIL | 07/31/17 | 90.00 |
| Total TOM MECKEL SAND & GRAVEL INC.: | | | | | 450.00 |
| TRAV'S WESTERN COLLISION INC | | | | | |
| 30575 | TRAV'S WESTERN COLLISION I | 4691 | DEDUCTIBLE - #P939 | 08/22/17 | 500.00 |
| Total TRAV'S WESTERN COLLISION INC: | | | | | 500.00 |
| TREASURE VALLEY COFFEE INC. | | | | | |
| 30580 | TREASURE VALLEY COFFEE IN | 2160-0517936 | TEA | 08/29/17 | 4.75 |
| Total TREASURE VALLEY COFFEE INC.: | | | | | 4.75 |
| TURF EQUIPMENT & IRRIGATION | | | | | |
| 30880 | TURF EQUIPMENT & IRRIGATIO | 418927-00 | GOV SPRINGS, IDLE SPRINGS, S | 08/22/17 | 39.36 |
| 30880 | TURF EQUIPMENT & IRRIGATIO | 419174-00 | HOSE BARBS, WASHER SEALS | 08/25/17 | 18.16 |
| Total TURF EQUIPMENT & IRRIGATION: | | | | | 57.52 |
| U.S. BANK | | | | | |
| 31040 | U.S. BANK | 4740794 | WATER REV BONDS 2003 ADMIN | 08/25/17 | 1,600.00 |
| Total U.S. BANK: | | | | | 1,600.00 |
| U.S. BANK - CARD SERVICES | | | | | |
| 31020 | U.S. BANK - CARD SERVICES | 0717-SCHERE | AIR FARE - J. BISOM | 07/25/17 | 229.90 |
| 31020 | U.S. BANK - CARD SERVICES | 0717-SCHERE | LODGING - J. BISOM (3 NIGHTS) | 07/25/17 | 768.36 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-ARRASM | MEAL - TRAINING | 08/25/17 | 8.53 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-ARRASM | MEAL - TRAINING | 08/25/17 | 20.27 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount |
|--------|---------------------------|----------------|-------------------------------|--------------|--------------------|
| 31020 | U.S. BANK - CARD SERVICES | 0817-ARRASM | MEAL - TRAINING | 08/25/17 | 4.31 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-ARRASM | MEAL - TRAINING | 08/25/17 | 8.85 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-ARRASM | MEAL - TRAINING | 08/25/17 | 8.09 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-ARRASM | MEAL - TRAINING | 08/25/17 | 7.55 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-ARRASM | MEAL - TRAINING | 08/25/17 | 14.86 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-ARRASM | PARKING - TRAINING | 08/25/17 | 80.50 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-ARRASM | MEAL - TRAINING | 08/25/17 | 29.95 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-ARRASM | LODGING - S. ARRASMITH (6 NIG | 08/25/17 | 727.14 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-ARRASM | MEAL - TRAINING | 08/25/17 | 27.22 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-ARRASM | MEAL - TRAINING | 08/25/17 | 4.31 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-ARRASM | MEAL - TRAINING | 08/25/17 | 9.09 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-ARRASM | MEAL - TRAINING | 08/25/17 | 8.85 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-ARRASM | BAGGAGE FEE | 08/25/17 | 25.00 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-ARRASM | MEAL - TRAINING | 08/25/17 | 9.19 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-ARRASM | MEAL - TRAINING | 08/25/17 | 9.94 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-ARRASM | BAGGAGE FEE | 08/25/17 | 25.00 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-ARRASM | MEAL - TRAINING | 08/25/17 | 8.85 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-BISOM | OTTERBOX, SCREEN PROTECT | 08/25/17 | 43.72 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-BISOM | MEAL - TRAINING | 08/25/17 | 8.85 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-BISOM | MEAL - TRAINING | 08/25/17 | 8.05 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-BISOM | MEAL - TRAINING | 08/25/17 | 14.87 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-BISOM | PARKING - TRAINING | 08/25/17 | 35.50 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-BISOM | MEAL - TRAINING | 08/25/17 | 2.73 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-BORK | CREDIT - SNACKS - MILE HGH MI | 08/25/17 | 14.75- |
| 31020 | U.S. BANK - CARD SERVICES | 0817-BORK | T-BALL END OF SEASON MEAL | 08/25/17 | 175.41 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-BORK | SNACKS - MILE HGH MILE SWIM | 08/25/17 | 14.75 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-BRUSH | MAGNIFYING GLASSES | 08/25/17 | 26.27 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-COYLEN | CAMERA | 08/25/17 | 239.99 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-COYLEN | FACEBOOK ADVERTISING | 08/25/17 | 222.27 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-DEVERE | LODGING - S. DEVERE (3 NIGHT | 08/25/17 | 140.71 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-DEVERE | MEAL - TRAINING | 08/25/17 | 8.84 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-DEVERE | IRWA CONF - M. DELLWO | 08/25/17 | 225.00 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-DEVERE | TAIL LAMP LENS - P1326 | 08/25/17 | 65.27 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-DEVERE | LODGING - S. DEVERE (3 NIGHT | 08/25/17 | 87.85 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-DEVERE | LODGING - S. DEVERE (3 NIGHT | 08/25/17 | 143.86 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-GESTRIN | MEAL - VEHICLE MAINT. | 08/25/17 | 11.01 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-GROENE | OTTERBOX | 08/25/17 | 35.93 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-GROENE | ECONOMIC SUMMIT REGISTRAT | 08/25/17 | 50.00 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-GROENE | MECHANICAL PENCILS | 08/25/17 | 7.98 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-GROENE | JOB BOARD POSTING | 08/25/17 | 75.00 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-GROENE | TABLET CASE | 08/25/17 | 14.99 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-MCCOR | CABLE ONE INTERNET | 08/25/17 | 92.95 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-RYSKA | BATTERIES | 08/25/17 | 266.00 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-RYSKA | VACUUM SEALING SYSTEM | 08/25/17 | 106.00 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-SCHERE | MEMORY CARDS | 08/25/17 | 46.02 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-SCHERE | MEMORY CARDS | 08/25/17 | 44.37 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-SCHERE | CREDIT - MEMORY CARDS | 08/25/17 | 31.41- |
| 31020 | U.S. BANK - CARD SERVICES | 0817-SIMMON | STANDARD MULTIPLE DOMAIN | 08/25/17 | 249.99 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-SIMMON | MONITORS, CABLES | 08/25/17 | 234.95 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-SIMMON | DEEP FREEZE SUBSCRIPTIONS | 08/25/17 | 330.00 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-SIMMON | CELL PHONE CHARGE | 08/25/17 | 46.43 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-SIMMON | WEB SERVICES-THIRD PARTY | 08/25/17 | 204.00 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-SIMMON | FLASH DRIVES | 08/25/17 | 115.58 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-SIMMON | SONICWALL FIREWALL LICENSE | 08/25/17 | 215.00 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount |
|---|-----------------------------|----------------|-------------------------------|--------------|--------------------|
| 31020 | U.S. BANK - CARD SERVICES | 0817-SIMMON | USB CONFERENCING MICROPH | 08/25/17 | 79.99 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-STEWAR | MEALS - STAFF MEETING | 08/25/17 | 33.51 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-STOKES | LODGING - L. STOKES (4 NIGHT | 08/25/17 | 688.53 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-STOKES | MEAL - TRAINING | 08/25/17 | 5.75 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-STOKES | BAGGAGE FEE | 08/25/17 | 25.00 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-STOKES | PARKING - TRAINING | 08/25/17 | 107.50 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-STOKES | MEAL - TRAINING | 08/25/17 | 18.21 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-TRAPP | LAKE CRUISE - PARKS CREW | 08/25/17 | 227.70 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-WAGNE | MEALS - RECRUITER/ERIN/BESS | 08/25/17 | 66.71 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-WHEATO | GLOVES, FIRST AID KITS | 08/25/17 | 145.70 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-WOLF | LUNCH MEETING-CO WEED/AIR | 08/25/17 | 27.28 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-WOODS | PIZZA PARTY - WEE SOCCER | 08/25/17 | 377.77 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-WOODS | MILE HIGH SWIM-DECALS, BAGS | 08/25/17 | 84.28 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-WOODS | FOLDING TABLE | 08/25/17 | 44.94 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-WOODS | MILE HIGH SWIM - BAGS, SWIM | 08/25/17 | 68.69 |
| Total U.S. BANK - CARD SERVICES: | | | | | 7,601.30 |
| U.S. BANK TRUST N.A. | | | | | |
| 31060 | U.S. BANK TRUST N.A. | 98559800-201 | '03 WATER REVENUE REFUND B | 09/01/17 | 2,783.75 |
| 31060 | U.S. BANK TRUST N.A. | 98559800-201 | '03 WATER REVENUE REFUND B | 09/01/17 | 37,500.00 |
| Total U.S. BANK TRUST N.A.: | | | | | 40,283.75 |
| USABLUEBOOK | | | | | |
| 31550 | USABLUEBOOK | 336602 | GREASE | 08/09/17 | 80.81 |
| Total USABLUEBOOK: | | | | | 80.81 |
| UTILITY TRAILER SALES OF BOISE | | | | | |
| 31580 | UTILITY TRAILER SALES OF BO | AI12016 | POLY SPINNERS | 07/31/17 | 240.49 |
| 31580 | UTILITY TRAILER SALES OF BO | AI12762 | CHAIN SQUARE LINK - 3/8" | 08/28/17 | 495.00 |
| 31580 | UTILITY TRAILER SALES OF BO | AI12762 | X-CHAIN HOOK - 3/8" | 08/28/17 | 145.00 |
| 31580 | UTILITY TRAILER SALES OF BO | AI12762 | X-CHAIN LINK - 7/0 X 9 | 08/28/17 | 297.50 |
| Total UTILITY TRAILER SALES OF BOISE: | | | | | 1,177.99 |
| VALLEY COUNTY | | | | | |
| 31640 | VALLEY COUNTY | 20170810 | 9-1-1 DISPATCH SERVICES, ILET | 08/10/17 | 46,810.36 |
| Total VALLEY COUNTY: | | | | | 46,810.36 |
| VALLEY COUNTY SHERIFF'S DEPT. | | | | | |
| 31740 | VALLEY COUNTY SHERIFF'S D | 20170818-3 | CASE - #CV2008-135C | 08/18/17 | 111.20 |
| 31740 | VALLEY COUNTY SHERIFF'S D | 20170901-3 | CASE - #CV2008-135C | 09/01/17 | 117.62 |
| Total VALLEY COUNTY SHERIFF'S DEPT.: | | | | | 228.82 |
| VALLEY PAVING & ASPHALT INC. | | | | | |
| 31900 | VALLEY PAVING & ASPHALT IN | 001-COMMER | COMMERCE ST. RECONSTRUCT | 08/25/17 | 190,454.77 |
| 31900 | VALLEY PAVING & ASPHALT IN | 9400 | 3/8" ASPHALT/HOT MIX | 07/31/17 | 6,075.03 |
| Total VALLEY PAVING & ASPHALT INC.: | | | | | 196,529.80 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount |
|--------------------------------------|----------------------------|----------------|------------------------------|--------------|--------------------|
| VANRAVENHORST, ROSS | | | | | |
| 31980 | VANRAVENHORST, ROSS | 20170817 | UMPIRE | 08/17/17 | 175.00 |
| Total VANRAVENHORST, ROSS: | | | | | 175.00 |
| VSP-VISION SVC PLAN OF IDAHO | | | | | |
| 32150 | VSP-VISION SVC PLAN OF IDA | 803986588 | PREMIUMS - 12 222271 0001 | 07/17/17 | 1,004.28 |
| 32150 | VSP-VISION SVC PLAN OF IDA | 803986589 | PREMIUMS - 12 222271 0001/CO | 07/17/17 | 9.84 |
| Total VSP-VISION SVC PLAN OF IDAHO: | | | | | 1,014.12 |
| WATCHGUARD VIDEO | | | | | |
| 32410 | WATCHGUARD VIDEO | 4ELXINV00038 | FRONT CAMERA | 08/23/17 | 200.00 |
| Total WATCHGUARD VIDEO: | | | | | 200.00 |
| WELLS FARGO EQUIPMENT FINANCE | | | | | |
| 32560 | WELLS FARGO EQUIPMENT FI | 5004187749 | XEROX 6605 #6030008337000 LE | 08/24/17 | 41.75 |
| 32560 | WELLS FARGO EQUIPMENT FI | 5004187750 | XEROX 6605 #6030008337001 LE | 08/24/17 | 41.75 |
| Total WELLS FARGO EQUIPMENT FINANCE: | | | | | 83.50 |
| WESTERN STATES EQUIPMENT CO. | | | | | |
| 32820 | WESTERN STATES EQUIPMEN | CM00033662 | CREDIT - ANTENNA ASSM | 08/01/17 | 141.52- |
| Total WESTERN STATES EQUIPMENT CO.: | | | | | 141.52- |
| WHITE PETERSON P.A. | | | | | |
| 32910 | WHITE PETERSON P.A. | 124277 | AIP-023 LAND ACQUISITION | 07/31/17 | 1,349.48 |
| 32910 | WHITE PETERSON P.A. | 124277 | AIP-023 LAND ACQUISITION | 07/31/17 | 12,145.37 |
| Total WHITE PETERSON P.A.: | | | | | 13,494.85 |
| WILBUR-ELLIS COMPANY LLC | | | | | |
| 33060 | WILBUR-ELLIS COMPANY LLC | 11256503 | TRIBUNE AQUATIC WEED CHEM | 08/03/17 | 375.00 |
| 33060 | WILBUR-ELLIS COMPANY LLC | 11256503 | COPPER SULFATE | 08/03/17 | 185.00 |
| Total WILBUR-ELLIS COMPANY LLC: | | | | | 560.00 |
| Grand Totals: | | | | | 513,591.29 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount |
|----------------------------------|--------------------------|----------------|------------------------------|--------------|--------------------|
| AMAZON.COM | | | | | |
| 2320 | AMAZON.COM | 018189724665 | BOOKS | 07/25/17 | 44.27 |
| 2320 | AMAZON.COM | 044467635289 | BOOK | 07/15/17 | 13.25 |
| 2320 | AMAZON.COM | 044467635289 | BOOKS | 07/15/17 | 78.65 |
| 2320 | AMAZON.COM | 050949674259 | BOOKS | 07/21/17 | 58.54 |
| 2320 | AMAZON.COM | 067192513861 | BOOK | 07/14/17 | 6.96 |
| 2320 | AMAZON.COM | 069899138440 | WINDSCREEN4LESS | 07/19/17 | 101.99 |
| 2320 | AMAZON.COM | 091209342446 | BOOK | 07/19/17 | 14.24 |
| 2320 | AMAZON.COM | 119765708560 | REFUND - BOOK | 07/22/17 | 7.02- |
| 2320 | AMAZON.COM | 120423799075 | BOOK | 07/14/17 | 13.88 |
| 2320 | AMAZON.COM | 126874180847 | BOOK | 07/24/17 | 9.18 |
| 2320 | AMAZON.COM | 127102572658 | BOOKS | 07/20/17 | 76.34 |
| 2320 | AMAZON.COM | 127104981888 | REFUND - BOOK | 07/25/17 | 7.97- |
| 2320 | AMAZON.COM | 144269979429 | BOOK | 07/14/17 | 6.98 |
| 2320 | AMAZON.COM | 166460854233 | DVD | 07/12/17 | 16.94 |
| 2320 | AMAZON.COM | 201988405046 | OLLIEROO SHADE SAIL HARDW | 07/19/17 | 21.38 |
| 2320 | AMAZON.COM | 211522018546 | BOOKS | 07/30/17 | 64.92 |
| 2320 | AMAZON.COM | 233016144471 | DVD | 07/12/17 | 20.89 |
| 2320 | AMAZON.COM | 245837373415 | DVDS | 07/12/17 | 119.38 |
| 2320 | AMAZON.COM | 266342236782 | BOOK | 07/28/17 | 10.75 |
| 2320 | AMAZON.COM | 271588872854 | DVD | 07/12/17 | 19.98 |
| 2320 | AMAZON.COM | 276573009890 | CLOTHESPINS, CRAFT JEWELS, | 07/21/17 | 55.28 |
| 2320 | AMAZON.COM | 277382818455 | BOOK | 07/19/17 | 13.64 |
| 2320 | AMAZON.COM | 281400325157 | CLEANERS | 08/03/17 | 16.99 |
| 2320 | AMAZON.COM | 281404405674 | BOOKS | 08/02/17 | 33.65 |
| Total AMAZON.COM: | | | | | 803.09 |
| BAKER & TAYLOR BOOKS | | | | | |
| 3700 | BAKER & TAYLOR BOOKS | 4011984635 | BOOKS | 08/10/17 | 245.11 |
| 3700 | BAKER & TAYLOR BOOKS | 4011991052 | BOOKS | 08/21/17 | 301.12 |
| Total BAKER & TAYLOR BOOKS: | | | | | 546.23 |
| GALE/CENGAGE LEARNING INC | | | | | |
| 11625 | GALE/CENGAGE LEARNING IN | 60971521 | BOOKS | 08/03/17 | 74.07 |
| 11625 | GALE/CENGAGE LEARNING IN | 60978713 | BOOKS | 08/04/17 | 44.08 |
| Total GALE/CENGAGE LEARNING INC: | | | | | 118.15 |
| HOTEL McCALL | | | | | |
| 14200 | HOTEL McCALL | 20170819 | LODGING - D. BECKER (2 NIGHT | 08/19/17 | 190.00 |
| Total HOTEL McCALL: | | | | | 190.00 |
| IDAHO POWER | | | | | |
| 15340 | IDAHO POWER | 0817-2201313 | COMBINED BILLING - 220131399 | 08/17/17 | 307.79 |
| Total IDAHO POWER: | | | | | 307.79 |
| MARKLEY LLC | | | | | |
| 19865 | MARKLEY LLC | 0817_MPL | FUNDRAISING CONSULTANT SE | 08/31/17 | 2,000.00 |
| 19865 | MARKLEY LLC | 0817_MPL | REIMB. - EXPENSES | 08/31/17 | 684.37 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount |
|---------------------------------------|----------------------------|----------------|----------------------------|--------------|--------------------|
| Total MARKLEY LLC: | | | | | 2,684.37 |
| MAY HARDWARE INC. | | | | | |
| 20160 | MAY HARDWARE INC. | 886361 | LED LIGHT BULBS | 08/30/17 | 8.99 |
| Total MAY HARDWARE INC.: | | | | | 8.99 |
| McCALL FIRE PROTECTION DISTRCT | | | | | |
| 20500 | McCALL FIRE PROTECTION DIS | 20170912 | CPR CLASS FEES | 09/01/17 | 15.00 |
| Total McCALL FIRE PROTECTION DISTRCT: | | | | | 15.00 |
| MCCALL, CITY OF | | | | | |
| 6960 | MCCALL, CITY OF | 0817-182651 | WATER AND SEWER | 08/14/17 | 94.30 |
| Total MCCALL, CITY OF: | | | | | 94.30 |
| OFFICE SAVERS ONLINE | | | | | |
| 22363 | OFFICE SAVERS ONLINE | 17209-001 | SUPPLIES | 08/21/17 | 25.96 |
| Total OFFICE SAVERS ONLINE: | | | | | 25.96 |
| RUSH, AMY | | | | | |
| 26725 | RUSH, AMY | 005-201708 | FUNDRAISING COORDINATOR S | 08/31/17 | 1,100.00 |
| Total RUSH, AMY: | | | | | 1,100.00 |
| STAR NEWS, THE | | | | | |
| 28980 | STAR NEWS, THE | 50886 | CLASSIFIED - LIBRARY CLERK | 08/31/17 | 144.00 |
| Total STAR NEWS, THE: | | | | | 144.00 |
| U.S. BANK - CARD SERVICES | | | | | |
| 31020 | U.S. BANK - CARD SERVICES | 0817-LOJEK | SNACKS - STAFF MEETING | 08/25/17 | 5.30 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-LOJEK | GOING AWAY LUNCH - HEARNE | 08/25/17 | 23.14 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-LOJEK | FRAME | 08/25/17 | 5.34 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-LOJEK | BOOKS | 08/25/17 | 35.10 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-LOJEK | BOOKS | 08/25/17 | 45.81 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-LOJEK | GOOGLE STORAGE 100 GB | 08/25/17 | 1.99 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-LOJEK | CAKE - HEARNE'S RETIREMENT | 08/25/17 | 40.00 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-LOJEK | BOOKS | 08/25/17 | 36.82 |
| 31020 | U.S. BANK - CARD SERVICES | 0817-LOJEK | CABLE ONE INTERNET | 08/25/17 | 69.45 |
| Total U.S. BANK - CARD SERVICES: | | | | | 262.95 |
| Grand Totals: | | | | | 6,300.83 |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount |
|----------------------------|---------------------|----------------|---------------------------|--------------|--------------------|
| SINCLAIR OIL CORP | | | | | |
| 28110 | SINCLAIR OIL CORP | 51069164-PR | FUEL - A/C #0464007505407 | 08/31/17 | 30.71 |
| Total SINCLAIR OIL CORP: | | | | | 30.71 |
| WHITE PETERSON P.A. | | | | | |
| 32910 | WHITE PETERSON P.A. | 124716 | GENERAL CITY ADMIN | 08/31/17 | 5,800.00 |
| Total WHITE PETERSON P.A.: | | | | | 5,800.00 |
| Grand Totals: | | | | | 5,830.71 |

McCALL CITY COUNCIL
AGENDA BILL

216 East Park Street
 McCall, Idaho 83638

Number AB 17-194
Meeting Date September 14, 2017

AGENDA ITEM INFORMATION

| | | | | |
|--|------|-----------------------------|-----------------|--------------------------------|
| SUBJECT: <i>Request to Approve Resolution 17-18 to Surplus Property of the Drug Terminator</i> | | <i>Department Approvals</i> | <i>Initials</i> | <i>Originator or Supporter</i> |
| | | Mayor / Council | | |
| | | City Manager | <i>AW</i> | |
| | | Clerk | | |
| | | Treasurer | | |
| | | Community Development | | |
| | | Police Department | <i>AW</i> | Originator |
| | | Public Works | | |
| | | Golf Course | | |
| | | Parks and Recreation | | |
| COST IMPACT: | NA | Airport | | |
| FUNDING SOURCE: | NA | Library | | |
| TIMELINE: | ASAP | Information Systems | | |
| | | Grant Coordinator | | |

SUMMARY STATEMENT:

Idaho Code §67-5732A allows the conveyance of surplus personal property to other state and local agencies. Annually City staff identifies several items as surplus property. The Police Chief has determined that the Drug Terminator no longer serves the needs of the department. The Police Chief would like to surplus the incinerator to an un-named agency. The Police Chief has determined that it is in the best interest of the Police Department to surplus the item to another agency rather than auctioning it given it very specific use.

RECOMMENDED ACTION:

Adopt **Resolution 17-18** declaring the Drug Terminator as surplus, authorizing the sale to a law enforcement agency, and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

| MEETING DATE | ACTION |
|---------------------|---------------|
| | |
| | |
| | |



City of McCall

RESOLUTION NO. 17-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCALL, IDAHO RELATING TO SURPLUS PERSONAL PROPERTY; DECLARING PERSONAL PROPERTY SURPLUS; AUTHORIZING AND DIRECTING THE DISPOSAL OF SURPLUS PROPERTY; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of McCall, Idaho ("City") has acquired certain personal property for the purpose of carrying out services in the public interest; and

WHEREAS, Idaho Code 67-5732A allows the conveyance of surplus personal property to other state and local agencies; and

WHEREAS, the City Council has deemed it unnecessary to maintain ownership of surplus personal property of the City; and

WHEREAS, the City Council desires to sell a Drug Terminator another agency,

NOW, THEREFORE, it is hereby RESOLVED by the City Council of McCall, Idaho, as follows:

Section 1: The City Council finds and declares that the City no longer has a use for the surplus property listed as the Drug Terminator.

Section 2: The City Council adopts the valuation of the surplus property listed and described in as the Drug Terminator.

Section 3: The City Clerk is authorized and directed to sell to another Law Enforcement Agency the surplus property listed as the Drug Terminator.

Section 4: This Resolution shall take effect and be in force immediately upon its passage and approval.

Passed and approved this 14 day of September, 2017.

CITY OF MCCALL
Valley County, Idaho

ATTEST:

Jackie J. Aymon, Mayor

BessieJo Wagner, City Clerk

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 17-195
Meeting Date September 14, 2017

AGENDA ITEM INFORMATION

| | | | | |
|---|--|-----------------------------|-----------------|--------------------------------|
| SUBJECT: <i>Request to Approve the Laserfiche Cloud Subscription Agreement for Hosted Online Services</i> | | <i>Department Approvals</i> | <i>Initials</i> | <i>Originator or Supporter</i> |
| | | Mayor / Council | | |
| | | City Manager | <i>JW</i> | |
| | | Clerk | <i>JW</i> | Supporter |
| | | Treasurer | | |
| | | Community Development | | |
| | | Police Department | | |
| | | Public Works | | |
| | | Golf Course | | |
| COST IMPACT: | \$3,630 initial svcs, \$12,990 ann. subscription | Parks and Recreation | | |
| FUNDING SOURCE: | General fund; City Clerk; | Airport | | |
| | | Library | | |
| TIMELINE: | Immediate | Information Systems | <i>JW</i> | Originator |
| | | Grant Coordinator | | |

SUMMARY STATEMENT:

The primary objective is to create public internet access to public records as requested by the City Clerk department. The City does not have the resources to independently and securely host these records on the internet without unacceptable risk. The project would increase external costs but reduce internal costs, as migrating our data to a hosted solution would eliminate the existing on-premise Laserfiche software and SQL server. Additional cost savings should be seen where public records requests may become much more “self service” rather than requiring considerable staff time as is the case today.

Attachments: MCCi Pricing Proposal; Laserfiche Cloud Subscription Agreement

RECOMMENDED ACTION:

Approve the Laserfiche Cloud Subscription Agreement for hosted online services and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

| MEETING DATE | ACTION |
|---------------------|---------------|
| | |
| | |



Municipal Code Corporation

PO Box 2235 • Tallahassee, Florida 32316

TELEPHONE (800) 342-2633 • FAX (850) 564-7496

Cameron Carlisle, Account Manager • extension 1723 • ccarlisle@mccinnovations.com

June 21, 2017

Mr. Chris Curtain
City of McCall
216 E Park
McCall, ID 83638

Dear Mr. Curtain:

I enjoyed speaking with you recently regarding MCCI's Laserfiche software and services. Pursuant to our discussion, we are pleased to enclose our Professional Services Proposal. While reviewing the proposal, please keep in mind the following advantages of being a MCCI customer:

- ✔ **Leading Provider** – MCCI is the leading provider of Laserfiche in the world.
- ✔ **Professionals** –MCCI's professional services team members acquire and maintain the Laserfiche Gold Certification. In addition, they are background checked and many go through security awareness training as required by each project.
- ✔ **Superior Support** – MCCI utilizes a multi-layered support team geared towards offering each client multiple contacts and service level plans to enhance the usage of every product implemented.
- ✔ **Robust Resources** – Whether it is Business Process Automation, integration, data migration from a legacy system, scanning and indexing services, etc., MCCI has additional solutions that are complimentary to Laserfiche, while allowing you to work through one vendor.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me on our toll-free number. We appreciate your interest and hope that we will have the pleasure of working with you.

Sincerely,

Cameron Carlisle
Account Manager

Executive Summary

Company History

With a client base of over 700 Laserfiche clients and satellite offices across the country, MCCi has consecutively been the #1 Laserfiche provider in the world since 2008. Laserfiche ECM is MCCi's primary focus and the foundation of our business. MCCi is fanatical about customer success; we focus on long-term relationships, which are only possible by having a vibrant culture and team members that truly care about their work and the clients we serve. Additionally, MCCi has frequently been recognized for its culture and growth, which all stem from how we treat our customers and team member.

MCCi Advantage

MCCi is a leading Laserfiche provider focusing on customer service in every aspect of your project. As a client you will receive access to our highly trained staff & support services, including:

- ✓ **Superior Professional Services** – Our Project Managers, Systems Engineers, and Trainers are highly trained in the areas of implementation, business processes, integration, and training. Additionally, all are Laserfiche Gold Certified.
- ✓ **Dedicated Support** – Once your project is complete, you will have access to our support staff for trouble shooting & supporting your Laserfiche solution.
- ✓ **Sales & Account Management Team** – You will have a dedicated team of an Account Executive and Account Manager that you can directly contact. They will also proactively contact you to ensure satisfaction, provide additional information on your products, and conduct web & regional events on continuing education topics.
- ✓ **Training Services** – Before, during, and after your project, we focus on ensuring the users are trained on the software and stay up to date on the features available. In addition to our Training Services, we offer a yearly subscription to our Online Training Center for Laserfiche to help protect your Laserfiche investment. This allows all types of users, regardless of their role, to access videos on popular topics. This information is updated monthly and will be a continued resource for your organization.
- ✓ **Back File Scanning & Conversion Experience** – In the event you need to address a back file scanning project or have older data from legacy systems to convert, we have experience in addressing these and integrating them into your Laserfiche solution. We have converted over 30 different applications and migrated the data to Laserfiche for other clients.

Proposed Solution

Laserfiche Cloud License

The Laserfiche Cloud license introduces a straightforward annual fee including software licenses, hosted storage, technical support and software updates. The licensing option provides a Software as a Service (SaaS) solution hosted on Amazon Web Services.

| | |
|--|--|
| <ul style="list-style-type: none">• 100 GB Storage Per User• 10GB of Bandwidth Per User Per Month• Windows, Web and Mobile Clients• Snapshot• Records Management• Advanced Audit Trail with Watermark Feature | <ul style="list-style-type: none">• Electronic Forms• Digital Signatures• Import Agent• Laserfiche Connector• Microsoft Office Integration |
|--|--|

Laserfiche Cloud Product Description

Laserfiche Cloud is a Software as a Service (SaaS) solution, which provides a central digital repository accessible from anywhere. With Laserfiche cloud you can upload, view, and modify content within a streamlined fully responsive web interface. In addition to the central repository, below are some of the great features that come with Laserfiche Cloud.

- **Web Access:** Enables subscription users to access content through a web browser.
- **Forms:** Create and publish customized e-forms that require no coding or scripting. Forms is currently for internal use only and requires a license for each user.
- **Business Processes:** Diagram business processes through the process modeler, which is based on business process model and notation (BPMN) standards.
- **Import Agent:** Monitors network folders and imports files into the Laserfiche Solution. Upon import, this utility can perform OCR as well as index and route documents based on the Window's file path or file name.
- **Audit Trail:** Track activities performed in a Laserfiche repository and generate reports. Auditing helps to show compliance with legal regulations and contributes to the security of the Laserfiche repository.
- **Records Management:** Process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition.
- **Laserfiche Connector:** Provides a non-code means for integrating Laserfiche with line-of-business applications.
- **Microsoft Office Integration:** Integration with Microsoft Office® Suite. Allows for direct content import as well as indexing capabilities. As a part of this integration, emails and attachments stored in Outlook can be imported to the repository with a single click and auto-indexed with information such as sender, subject, time received, etc.
- **Built-In Disaster Recovery:** Perform system backups automatically without user intervention. Documents are backed up 6xs a day with the most recent 3 backups available for a minimum of 14 days.
- **Digital Signatures:** Post signing requests to DocuSign® to sign documents directly from Laserfiche Cloud. Requires active DocuSign account.

Laserfiche Cloud Add-ons (These items are optional and are only part of the proposed solution if pricing has been included)

- **Public Portal:** Share documents with people outside the organization, providing read-only access to specific documents without signing in. Note: Only one security profile is included.
- **Forms Portal:** Allow non-authenticated users to view and submit public starting forms.

On-Premises Add-ons (These items are optional and are only part of the proposed solution if pricing has been included)

- **Quick Fields:** An advanced automated data capture solution. Multiple Quick Fields modules are available.
- **Plus:** Create a portable copy of information stored in a Laserfiche repository.
- **SDK:** Access to the same Web Services, API's and libraries for integration with other applications.
- **ScanConnect:** Enables the use of ISIS scanning drivers with Laserfiche scanning.



PRICING PROPOSAL

| <i>Product Description:</i> | <i>Qty.</i> | <i>Cost</i> | <i>Total</i> |
|---|-------------|-------------|--------------------|
| LASERFICHE CLOUD ANNUAL SUBSCRIPTION | | | |
| <input checked="" type="checkbox"/> Laserfiche Cloud User Subscription <i>**Includes Training Center</i> | 14 | \$795.00 | \$11,130.00 |
| <input checked="" type="checkbox"/> Laserfiche Public Portal (1000 Views/Mo.) | 1 | \$600.00 | \$600.00 |
| <input checked="" type="checkbox"/> Managed Services for Laserfiche Cloud <i>Laserfiche Managed Services needs are estimated based on the current software components provided herein: up to 10 hours.</i> | 1 | \$1,260.00 | \$1,260.00 |
| Annual Recurring Subscription Total | | | \$12,990.00 |
| <i>For budgetary purposes, the Client should include \$12,990.00 in annual budget for renewal of the items quoted above. Please note that if you subscribe to MCCI's SLA or Training Center, additional user licenses may increase the cost of these items at the time of your next annual renewal.</i> | | | |
| MCCI PROFESSIONAL SERVICES | | | |
| <input checked="" type="checkbox"/> Basic Remote Training of software, per day <i>Workflow training and installation excluded.</i> | 1 | \$1,320.00 | \$1,320.00 |
| <input checked="" type="checkbox"/> MCCI Project Management Services | 1 | \$2,310.00 | \$2,310.00 |
| Professional Services Total | | | \$3,630.00 |
| Total Project Cost | | | \$16,620.00 |

PAYMENT & BILLING TERMS

MCCI will invoice one hundred percent (100%) of the Laserfiche Cloud Subscription upon providing access. If services are included, the balance of the total project will be invoiced upon completion of the proposed professional services, which may be broken up based on the completion date of specific services. Sales tax will be included where applicable. Payment will be due upon receipt of an invoice.

*Note: MCCI will prorate the support of additional subscription licensing to be congruent with the clients current Laserfiche Cloud annual subscription date, the purpose of which is to align all subscriptions with one support date. MCCI will bill for the actual amount of the pro-rated subscription, which may be higher or lower than quoted. **To ensure you are budgeting correctly for future renewals, please add the amount listed in the budgetary note above to your current budgeted renewal amount.***

MCCI STANDARD SERVICES

To determine which services and products are included with your project, please refer to the Pricing Proposal above.

MCCi prides itself in providing high quality professional services and support. Providing the most advanced level of tech support via the web, e-mail and phone, you can rest assured that MCCi will provide you with the highest level of service.

MCCI PROJECT MANAGEMENT & SYSTEMS ENGINEER SERVICES

MCCi's Project Manager will work with the client's point of contact to put together a project plan that clearly defines the scope of services of the professional services to be delivered. These services typically cover the following types of activities:

| | |
|--|---|
| <ul style="list-style-type: none"> • Planning/communication/meetings • Management of timelines and project milestones • Testing and creation of test plans • Systems Engineer Work (Configuration) | <ul style="list-style-type: none"> • Install Laserfiche Components (if needed) • Documentation as needed: <ul style="list-style-type: none"> ○ Project plans ○ Training plans ○ Task and status lists ○ Requirements gathering |
|--|---|

LASERFICHE TRAINING SERVICES

These services will be provided onsite or remote, please refer to the Pricing Proposal to determine which has been quoted. Below are some sample outlines based on user-roles and modules:

| | | |
|---|---|---|
| <p><u>Full User Training</u></p> <ul style="list-style-type: none"> • Introduction to Laserfiche • Folders and the Folder Browser • Scanning and Importing • OCR and Full Text Indexing • Document Display • Index Card/Templates • Document Retrieval by Index Fields or Text (Searching) • Annotations • Extracting a Document from Laserfiche • Briefcasing and Migrating Documents • Customize Laserfiche • Volumes • Security | <p><u>Administration Training</u></p> <ul style="list-style-type: none"> • Users and Groups • Security • Templates • Tags • Document Relationships • Volumes • Admin Settings • Troubleshooting Procedures • Technical Support Overview <p>Admin Console Setup for Records Management</p> <ul style="list-style-type: none"> • Cycle Definitions Setup • Locations Setup • Retention Schedules Setup • Cutoff Instructions Setup | <p><u>* Records Management Module Training</u></p> <ul style="list-style-type: none"> • Record Series • Record Folders • Document Links • Versioning • Security Tags • Vital records • Cutoff criteria • Cutoff eligibility • Disposition Actions • Hold Period • Time Dispositions • Event Dispositions • Interim Transfers • Final Disposition • Destruction • Permanent Records • Accession • Freezing |
|---|---|---|

* In order for the Records Management Module to be effective, the client should have full knowledge of internal records management policies and have prior experience in records management. This training is focused on use of the module, rather than general records management training. Please refer to your Pricing Proposal to determine if this is included.

PROACTIVE SUPPORT

MCCi assigns each account a Regional Account Executive and an internal Account Manager. You will have already worked with your Account Executive in the pre-project phase and they will continue to support you. Your Account Executive will provide a local presence and contact information should local meetings be necessary. The Account Executive also assists in pre-implementation processes.

Your Account Manager will assist in managing ongoing support through the life of the product. MCCi believes in a proactive support methodology and it is the Account Manager's role to insure this ongoing communication with clients. Your Account Manager will be in touch throughout the year to discuss optimal usage and ensure client satisfaction. Items discussed may include, but are not limited to:

- Annual review of solution configuration
- Departmental, Enterprise, and Business Process needs analysis
- Provide access to continuing education resources through webinars, seminars, workshops, users groups, Training Center for Laserfiche (if subscribed) and more.
- Q&A, best practices, case studies, connecting customers with one another
- Dedicated sales support staff for pricing inquiries and budgetary information
- Annual support renewal notification to ensure your renewal process is timely and accurate

TECHNICAL SUPPORT

The renewal of your **Laserfiche Cloud Subscription** ensures continuous access to your data. Additionally you have access to a toll free line to call for technical support or submit tickets online through our support center. With an active subscription, you receive the following benefits:

- 1st Tier Support from MCCi to resolve Laserfiche Cloud errors.
- Updates: On a monthly basis, Laserfiche adds features and performance enhancements to an existing version of its software known as "updates." Licensee will receive all updates as released.
- Technical bulletins and newsletters

To determine which services/subscriptions are included with your project, please refer to the Pricing Proposal above.

TRAINING CENTER FOR LASERFICHE

MCCi's Training Center provides an easy, cost-effective way to provide Laserfiche training to all users in your organization. An annual subscription allows access to our online course offering of over 325 training videos. The Training Center provides the following benefits:

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- User determined schedule and pacing
- Reduction in internal support
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance your organization's internal Laserfiche training program
- Increased user productivity
- Training on newest Laserfiche versions as they are released
- Easy and consistent way to introduce your staff to the software

PRE-PURCHASED PROFESSIONAL SERVICE OPTIONS

MCCi offers multiple pre-purchased professional services packages. Most customers subscribe to one of the following options due to the benefits related to budgeting, accessing subject matter experts for non-break/fix support items, and due to the discount provided compared to purchasing professional services on an as needed basis. An annual "Managed Services" or "Laserfiche Administration Services" package is strongly encouraged.

MANAGED SERVICES

MCCi's Managed Services package provides ongoing additional training and assistance to a client's Laserfiche administrator and users. Pricing is based on MCCi's Managed Service hourly rate discounted by 10% through purchasing an advanced block of services per year based on the products purchased. MCCi Managed Services is an annual package and will expire on the same date as your SAP plan. Managed Services can be used for the following professional services/benefits:

LASERFICHE ADMINISTRATION SERVICES

MCCi's Laserfiche Administration Services package is for clients who need a Laserfiche administrator, or additional Laserfiche administration/implementation services. It includes everything listed in the Managed Services package above as well as the additional items listed below. Pricing is based on MCCi's System Engineer hourly rate discounted by 10% through purchasing an advanced block of services per year, based on the products purchased. MCCi's Laserfiche Administration Services is an annual package and will expire on the same date as your SAP plan.

| <i>Description</i> | <i>Managed Services</i> | <i>Laserfiche Administration Services- Level 1</i> | <i>Laserfiche Administration Services- Level 2</i> |
|--|-------------------------|--|--|
| Additional Training | X | X | X |
| Additional System Set Up Consultation | X | X | X |
| Remote Implementation of Software Updates | X | X | X |
| Annual review of administration settings | X | X | X |
| Remote Access Support | X | X | X |
| First Priority Offering of Laserfiche CPPs & Laserfiche Conference spots | X | X | X |
| Dedicated Laserfiche Certified Professional | | X | X |
| Laserfiche Administration configuration services | | X | X |
| Configuration and maintenance of BASIC business processes | | X | X |
| Configuration of Quick Fields sessions using purchased features | | X | X |
| Basic Records Management Module Overview Training | | X | X |
| Scheduled recurring consultation call upon Client's request | | X | X |
| Maintenance of existing middleware/configurable integrations | | X | X |
| Maintenance of MCCi/Client configured COMPLEX business processes | | | X |
| Annual Review of business process configurations | | | X |
| Roll-out Assistance for Initial/Additional COMPLEX business processes | | | X |

Definitions & Examples:

A BUSINESS PROCESS is an activity or set of activities that will accomplish a specific organizational goal.

BASIC is defined as a business process requiring minimal configuration, and virtually no discovery or institutional/process knowledge, in regards to a MCCi LF Certified Professional being able to assist with configuration, support, and maintenance of the process. Examples: Simple Laserfiche Forms with few routing steps, or approval/notification workflows that have minimal steps, no integration, and little to no database lookup requirements.

COMPLEX is defined as a large business process with extensive configuration that is absolutely mission critical to the organization. An example might be a large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's LF Certified Professional to have institutional/process knowledge in regards to the configuration of the process.

Use of time: MCCi allows clients to use the time allotted for a multitude of services as long as a request will not start a service that cannot be completed within the time remaining. None of the packages listed above are intended to be utilized for configuration of a new COMPLEX business process. In those instances a separate SOW is required.

MCCi will provide necessary consultation upon request, as to the compatibility of current hardware with the Laserfiche Solution. Changes and recommendations will be made at the time of consultation. See solution requirements below. Please keep in mind that these are the minimum requirements as recommended by MCCi, and should be considered independently rather than collectively. Additionally, overhead for virtualization has not been factored in to these requirements.

MCCi does not recommend any version of Windows that is approaching or is beyond the “End of Extended Support Date” specified by Microsoft.

Client/Scanning Station PC

| | |
|----------------|--|
| OS | Windows 10, Windows 8 or 8.1 (32 or 64), Windows 7 (32 or 64), Windows Vista |
| CPU | 2.8 GHz processor or faster |
| Memory | 4 GB RAM or more |
| Communications | TCP/IP |

Batch Processing Quick Fields Machine

| | |
|----------------------------|--|
| OS | Windows 10, Windows 8 or 8.1 (32 or 64), Windows 7 (32 or 64), Windows Vista |
| CPU | 2.8 GHz Processor or faster |
| Memory | 4 GB RAM or more |
| Communications | TCP/IP |
| High Volume Recommendation | Windows 7 x64 with 8 GB RAM, Intel Core 2 Duo Processors 3.33GHz |

Scanners

Must use ISIS drivers to be compatible with Laserfiche ScanConnect software. Scanner compatibility should be confirmed by referencing the most up to date Laserfiche published supported scanner list at: <http://laserfiche.com/static/Resources/scanlist.html>.

The terms of this agreement shall remain in force and effect for a period of ninety (90) days from the date appearing below, unless accepted by the Client.

Submitted by: **MCCi**, a Limited Liability Company

Date: June 21, 2017

By: _____
(Signature)

(Printed Name & Title)

Noted Items Accepted by: **MCCALL, ID**

Date: _____

By: _____
(Signature)

(Printed Name & Title)

MCCI, a Limited Liability Company, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCI, hereby offers the Laserfiche Solution & Services according to the following terms and conditions.

LASERFICHE CLOUD SUBSCRIPTION TERM AND FEES

Subscription terms are annual unless otherwise stated. The annual subscription payment is due in advance of the date of renewal. System access may be removed and late fees may apply if payment is not received prior the annual renewal date. Annual subscription dates are based on the following:

- For new implementations, the subscription date is set on the first day of the month, based on month of order placement (the month that MCCI places the order with Laserfiche)
- For additional products/subscriptions added mid-term the cost is prorated to match the existing renewal date.

ADDITIONAL LASERFICHE CLOUD PURCHASES

Laserfiche policy dictates that MCCI as your current VAR of record is the only Laserfiche VAR that has access to your support account, along with the ability to process subscription renewals and additional purchases on your behalf. Unless you decide to cancel your contract with MCCI or work with Laserfiche to formally change your Laserfiche Var of Record, future purchases and subscription renewals will be processed and provided by MCCI.

OVERAGE FEES FOR DATA STORAGE/BANDWIDTH

If additional data storage or bandwidth is needed mid-term, additional charges will apply. MCCI recommends reviewing this annually and pre-purchasing any additional storage/bandwidth based on anticipated needs.

UPGRADING TO ON-PREMISE PURCHASED OR SUBSCRIPTION SOFTWARE

Laserfiche does not provide credits when moving from the LF Cloud licensing model.

TECHNICAL SUPPORT

Customers may contact MCCI support via MCCI's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday-Friday (excluding major holidays) from 8:00 a.m. – 5:00 p.m. local time in the Continental U.S.

SERVICE LEVEL AGREEMENT (SLA)

MCCI's SLA is offered in addition to the Software Assurance Package. It is required in some circumstances, and offers the customer escalated response times depending on the severity of the support issue, as well as extended support hours and many other additional benefits. The SLA documentation is readily available upon request.

MCCI SOFTWARE CONFIGURATION SERVICES

The customer may elect to contract with MCCI to configure the software. The customer is responsible for testing all configurations completed by MCCI. By acknowledging this testing requirement, the customer waives any and all liability to MCCI for any fees, damages, etc., that could be related to software configuration.

TEST/EVALUATION SOFTWARE

Purchases of test and/or evaluation software are based on access time periods needed rather than perpetual software licensing.

CLIENT SOFTWARE CUSTOMIZATIONS

The client may also choose to customize their software internally, without MCCI's help. MCCI is not responsible for any damages caused by the user's customization of the software. MCCI will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to the software may affect any customizations made by the user. If MCCI's help is required to correct/update any customizations made by the client, appropriate charges will apply.

HARDWARE

MCCI does not support any hardware as part of this contract. If hardware is purchased through MCCI, the client is required to obtain the appropriate warranty and work directly with the manufacturer in regards to hardware support

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

In order for MCCI to excel in customer service, the client must provide timely access to technical resources. The client must provide adequate technical support for all MCCI installation and support services. If the client does not have "in-house" technical support, it is the client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

PROFESSIONAL SERVICES RESCHEDULING/CANCELLATIONS

Travel Expenses: If the client cancels or reschedules an installation after MCCI has made travel arrangements, travel expenses may be incurred due to circumstances such as non-refundable airline tickets, hotel reservations, rental cars, etc.

Site Preparation: The Client site should be ready for installation according to specifications outlined within the Hardware section. If site is not prepared and results in cancellation, delays, or rescheduling of an installation after MCCI has made travel arrangements, the client may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc.

Project Delays: Requests made by the client to cancel/reschedule delivery of services, will cause a delay in delivery of the services and the overall project. The client understands that MCCI will have to respect the timelines of other scheduled projects when rescheduling services due to a request made by the client.

ADDITIONAL SERVICES

As an additional service/product under this contract, MCCI can provide the following:

- Electronic Agenda and Legislative Management (Legistar). MCCI offers the Granicus Legislative Management Suite (Legistar) and related services which provides electronic automation and creation of Agendas and Minutes. Legistar is also integrated with Laserfiche.
- Scanning and Digital Conversion Bureau. MCCI offers scanning, indexing and integration of hard copy documents, microfilm/microfiche, with Laserfiche Software to provide the Client with the most powerful index retrieval search engine available.
- Open Records Request Solution (JustFOIA). MCCI offers its JustFOIA solution to help agencies track Open Records Requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche ECM.

AGREEMENT EXTENDED TO OTHER GOVERNMENTAL UNITS

MCCI agrees to allow any other Government agency to purchase items, at the same terms, conditions and pricing as this contract during the period of time that this contract is in effect. Minor changes in terms and conditions may be negotiated by MCCI and participating Government agencies. Any orders issued against this agreement shall be the sole responsibility of the Government agency placing the order. It is understood that the Client shall incur no financial responsibility in connection with any purchase by another Government agency.

LIMITED LIABILITY

In no event shall MCCI's total liability to the client exceed the most recent year of subscription fees paid to MCCI by the client.

FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

CLIENT FINANCIAL SOLVENCY/BANKRUPTCY

MCCI may require payment in advance for products and services in response to learning of financial solvency or bankruptcy issues.

NO HIRE CLAUSE

Client and MCCI agree that during the period that this agreement is in force, including extensions or modifications thereto, and for an additional 12 months following this period, neither Client nor the MCCI will actively recruit, or solicit employees or independent contractors of either company, or the employees of any of the other Subcontractors; who are on active payroll status and are currently participating in this Program, without the prior written approval of the party whose employee or independent contractor is being considered for employment. This does not prohibit any employee from responding to or pursuing employment opportunities through normal media channels, i.e. newspapers, professional journals, etc. so long as it is not related to this particular program and that it is not an attempt to avoid the intent of the above restriction. If, during the term of, or within (12) months after the termination of the performance period of this agreement, client hires directly, or indirectly contracts with any of MCCI's personnel for the performance of systems engineering and/or related services hereunder, client agrees to pay MCCI 125% of the fees paid to, or in favor of such personnel for one (1) year after such personnel separates from service with MCCI.

TERMINATION

The services provided in this agreement will be in full force and effect for a period of three (3) years from the date of shipment of the completed product to the organization. Thereafter, this agreement will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this agreement upon sixty (60) days' written notice.

MARKETING & REFERENCES

Client agrees to allow MCCI to publish and publicize testimonials and case study information pertaining to MCCI's work with the Client. This information, including the Client's organization name, logo, and contact information will be used in all media types

Laserfiche Cloud Subscription Agreement

This Laserfiche® Cloud Subscription Agreement (“**Agreement**”) is between Compulink Management Center, Inc., a California corporation doing business as Laserfiche (“**Laserfiche**,” “**we**,” “**our**,” or “**us**”) and you or the entity that you represent (“**Subscriber**,” “**you**,” or “**your**”). This Agreement incorporates by reference the following documents posted on Laserfiche.com (the “**Laserfiche Site**”): (1) the Privacy Policy and (2) the Terms of Use, as these policies and terms may be modified by Laserfiche or its Affiliates from time to time (collectively, the “**Additional Policies**”).

BY CHECKING THE “I AGREE TO THE SUBSCRIPTION AGREEMENT” BOX ON THE ORDER FORM OR ACCEPTING ANY MODIFICATION TO THIS AGREEMENT IN ACCORDANCE WITH SECTION 11 BELOW, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE LEGAL ENTITY TO THIS AGREEMENT, IN WHICH CASE “YOU” SHALL MEAN SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE LASERFICHE CLOUD.

1.0 Definitions. The following definitions will apply to this Agreement:

“**Account**” means Your Content and Laserfiche Cloud resources allocated to the Subscriber to which Users have access.

“**Affiliate**” means a subsidiary, parent or sister company of a party, which is at least 50% owned by the party, owns at least 50% of the party, or is at least 50% owned by a company that owns at least 50% of the party or that is under common ownership.

“**Confidential Information**” means all nonpublic information, whether disclosed by a party or others, that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information also includes: (a) nonpublic information relating to a party or its Affiliates’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that each party is obligated to keep confidential; and (c) the terms of any agreements, discussions or negotiations between the parties, the Laserfiche Cloud Solution Providers or Affiliates. Confidential Information does not include any information that: (i) is or becomes publicly available without either a breach of this Agreement or a breach of an obligation of confidentiality by someone else; (ii) can be shown by documentation to have been known to you at the time you received it from us; or (iii) can be shown by documentation to have been independently developed by the receiving party without reference to the Confidential Information.

“**Documentation**” means the Additional Policies, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications for Laserfiche Cloud.

“**Effective Date**” means the date on which Laserfiche registers your Subscription and gives you administrative access to Laserfiche Cloud.

“**Laserfiche Cloud**” means the group of cloud-based services and features provided by Laserfiche to which Subscriber purchases a subscription (“**Subscription**”) pursuant to a Laserfiche Order Form, and which Subscriber and its authorized Users may access and utilize in accordance with this Agreement.

“**Laserfiche Cloud Solution Provider**” means an independent business or individual that has been authorized by us to market and support Laserfiche Cloud.

“Laserfiche Content” means content that we or our Laserfiche Cloud Solution Providers make available in connection with Laserfiche Cloud or on the Laserfiche Site to allow you to access and use Laserfiche Cloud, including Documentation; sample code; software libraries; command line tools; and other related technology. Laserfiche Content does not include your access to, or use of, Laserfiche Cloud.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Order Form” means a Laserfiche form, including any addenda and supplements, which specifies Laserfiche Cloud to be provided to Subscriber. It must be electronically or physically signed and submitted by Subscriber and subsequently accepted by us to be effective. By signing and submitting an Order Form to Laserfiche, Subscriber, itself and on behalf of its Users, agrees to be bound by the terms of this Agreement.

“Product Components” means Laserfiche software functionality and applications that are provided by us to Users of Laserfiche Cloud. We retain the right to add, remove or change the Product Components.

“Software” means the particular Product Components of Laserfiche® proprietary application software that (i) are available to Subscriber to install on-premises to provide certain functionality to interact with Laserfiche Cloud; and/or (ii) are installed and operate in a hosted environment to provide web-based applications that may be accessed remotely by Subscriber.

“Support” refers to either Laserfiche’s obligation or, if you have a Laserfiche Cloud Solution Provider, your Laserfiche Cloud Solution Provider’s obligation, to provide you with ongoing assistance in onboarding, initiating, accessing, and utilizing the functionality and features of Laserfiche Cloud. As applicable, we have further agreed to provide more specialized technical assistance to your Laserfiche Cloud Solution Provider (as applicable) should your issue appear unusually complex or difficult for your Laserfiche Cloud Solution Provider to resolve after reasonable diligence.

“Third Party Content” means non-Laserfiche software, data, text, audio, video, images or other content information made available to you by any third party on the Laserfiche Site or in conjunction with Laserfiche Cloud.

“User” means an individual whom Subscriber has authorized to access or use its Account, for whom Subscriber has ordered Laserfiche Cloud, and to whom Subscriber has supplied a User identification and password to access Subscriber’s account. Users may include, for example, Subscriber’s employees, consultants, contractors and agents, and third parties with whom Subscriber transacts business.

“Your Content” means non-Laserfiche software, data, text, audio, video, images or other content information that is not Third Party Content and that you or any User (a) run on Laserfiche Cloud, (b) cause to interface with Laserfiche Cloud, or (c) upload to Laserfiche Cloud under your Account or otherwise transfer, process, use or store in connection with your Account.

2.0 Cloud Services. We will make Laserfiche Cloud available to you pursuant to this Agreement and the terms stated on the applicable Order Form(s).

3.0 Payment and Fees.

3.1 Subscriptions. As offered by your Cloud Solution Provider or Laserfiche, you may select either an annual payment plan; or a monthly payment plan, payable each month in advance. Subscriptions may be added during a Subscription Term at the same pricing as the underlying Subscription pricing. The Renewal Date will be the 1st day

of the month for the date first subscribed. For example, if you subscribe on March 25, your Renewal Date will begin March 1 of the following year. Any new Subscriptions will terminate on the same date as the underlying Subscription.

3.2 Fees. All annual fees payable are due within 30 days. For monthly payment plans, fees are due upfront. Fees incurred by exceeding subscription limits are due on the first day of the following month. Once you submit an Order Form, the Order Form is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or in the Order Form. There will be no refunds for decreases in quantities during a Subscription Term.

3.3 Payments. As applicable, your Laserfiche Cloud Solution Provider may choose to bill you themselves or require you to submit credit card information to us so that we may charge your credit card. If we charge your credit card, an invoice will not be sent to you and the charge will be reflected [in Laserfiche Cloud]. If you are required to submit credit card information to us, you are responsible for providing complete and accurate billing, credit card, and contact information and notifying us of any changes to such information. If you provide credit card information, you authorize a charge to your credit card for the Laserfiche Cloud purchase listed in the Order Form for the initial Subscription Term, renewal Subscription Term(s), and when you exceed usage limits.

3.4 Overdue Charges. If we do not receive any amount you owe by the due date, then, without limiting our rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. If your payment is 30 days or more late, we may reduce access to or suspend your Account and begin collection efforts. If the amounts you owe us are not paid within 60 days of the due date, we may cancel your Account and delete Your Content in accordance with Section 6.

3.5 Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any state or other taxing authority whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with your Subscription. For clarity, we are solely responsible for taxes assessable against us based on our income, property and employees.

4.0 Certain Qualifications.

4.1 Third Party Content. Third Party Content, including non-Laserfiche software applications provided by a Laserfiche Cloud Solution Provider or other third parties, may be made available directly to you by others under separate terms and conditions, including separate fees and charges. Your use of all Third Party Content is at your sole risk.

4.2 Security. We will provide an infrastructure for securing data and will maintain its systems at an industry standard level of security. We utilize Amazon Web Services, Inc. ("AWS"), a public cloud, to provide a hosting platform on which Laserfiche Cloud will run to store and secure Your Content. You must use reasonable security precautions in connection with your use of Laserfiche Cloud including appropriately securing and encrypting Your Content, as appropriate, for storage on or transmission using Laserfiche Cloud.

4.3 Service Levels. If you have been provided a service level agreement ("SLA") by us and there is a service level violation, we will provide solely the specific remedies set forth in the SLA, with no substitution.

4.4 Usage Limits. Laserfiche Cloud is subject to usage limits, including, for example, the quantities specified in Order Forms. Unless otherwise specified, (a) a quantity in an Order Form refers to Users, and Laserfiche Cloud may not be accessed by more than that number of Users, (b) a User's password may not be shared with any other individual, and (c) a User Subscription may be reassigned to a new individual replacing one who no longer

requires ongoing use of Laserfiche Cloud. If you exceed a contractual usage limit, you agree to pay the amount for any excess usage in accordance with Laserfiche Cloud pricing and payment terms then in effect.

4.5 Your Responsibilities. Subscriber will (a) be responsible for all Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Content and the means by which you acquired Your Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Laserfiche Cloud, and notify us promptly of any such unauthorized access or use, (d) use Laserfiche Cloud only in the ordinary course of your business in accordance with the terms and conditions of this Agreement and the Order Form, the Documentation, and all applicable laws and regulations, and (e) ensure all non-Laserfiche applications you use with Laserfiche Cloud do not result in a violation of this Agreement. You are also solely responsible for the development, operation, maintenance, and use of Your Content, including, by way of example: (a) the technical operation of Your Content; (b) compliance of Your Content with all applicable laws and regulations; (c) any claims relating to Your Content; (d) proper handling and processing of notices sent to you (or any of your Affiliates) by any person claiming that Your Content infringes or violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act; and (e) the theft, loss or destruction of Your Content.

4.6 Usage Restrictions. You will not (a) make Laserfiche Cloud available to, or use Laserfiche Cloud for the benefit of, anyone other than Subscriber or your authorized Users, (b) sell, resell, license, sublicense, distribute, rent or lease Laserfiche Cloud, or include Laserfiche Cloud in a service bureau or outsourcing offering, (c) use Laserfiche Cloud to create, store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to create, store or transmit material in violation of third-party privacy, copyright, trademark, patent or other intellectual property rights, (d) use Laserfiche Cloud to create, store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of Laserfiche Cloud or third-party data it may contain, (f) attempt to gain unauthorized access to Laserfiche Cloud or its related systems or networks, (g) permit direct or indirect access to or use of Laserfiche Cloud in a way that circumvents a contractual usage limit, (h) copy Laserfiche Cloud or any part, feature, function or user interface of it, (i) embed or mirror any part of Laserfiche Cloud or Laserfiche Content, other than embedding on your own intranets or otherwise for your own internal business purposes or as permitted in the Documentation, or (j) access Laserfiche Cloud to develop, create, improve or build a product or service that competes with Laserfiche Cloud or Laserfiche software or for any other benchmarking or competitive purpose.

4.7 Changes. From time to time, we reserve the right to modify or enhance Laserfiche Cloud with the objective of providing you with a substantially equal or enhanced Laserfiche Cloud or comply with applicable laws or regulations, at no additional cost to you.

5.0 Proprietary Rights and Licenses.

5.1 Reservation of Rights. Subject to the limited rights we have expressly granted to you in Section 7 below, Laserfiche and our licensors reserve all of our and their rights, title, and interests in and to Laserfiche Cloud, including all related intellectual property rights. No rights are granted to you except those expressly set forth in this Agreement.

5.2 License to Host Your Content and Applications. You grant us, AWS, and our respective Affiliates, a worldwide, limited-term license to host, copy, transmit and display Your Content, and any Laserfiche applications and program code created by or for you using Laserfiche Cloud, as necessary for us to provide Laserfiche Cloud in accordance with this Agreement. Subject to these limited licenses granted to us, we acquire no right, title or interest from you or your licensors under this Agreement in or to Your Content or any non-Laserfiche application or program code.

5.3 License to Use Your Feedback. You grant us and our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Laserfiche Cloud or other Laserfiche software any suggestion, enhancement request, recommendation, correction or other feedback from you or your Users relating to the operation of Laserfiche Cloud.

6.0 Term; Termination. This Agreement commences on the Effective Date and continues until all your Laserfiche Cloud Subscriptions have expired or have been terminated.

6.1 Term of Purchased Subscriptions. The term of each Subscription will be as specified in the applicable Order Form (a “**Subscription Term**”). Each Subscription Term will automatically renew for the same term as the previous Subscription Term, effective on the first day after the end of the previous Subscription Term (the “**Renewal Date**”), unless Subscriber gives us notice of Subscriber’s election not to renew the Subscription (“**Notice of Non-Renewal**”) at least 30 days before the Renewal Date. Subscriptions for which Subscriber has given notice not to renew will terminate as of 12:01 a.m. Pacific Time on the day following the last day of the expiring Subscription Term. The per-unit pricing during any Renewal Subscription Term will be at the Laserfiche Cloud pricing at the time of renewal.

6.2 Termination for Cause. Without prejudice to any other remedies, the parties will have the right to terminate this Agreement upon written notice if the other party fails to cure any material breach of this Agreement within 20 days after receiving written notice of such breach, provided, that the period to cure a breach with respect to payment will be 10 days. Material breaches include non-payment or any violation of law or the confidentiality obligations set forth in Section 12.

6.3 Access Post Termination. If this Agreement is terminated, you will no longer be permitted to utilize Laserfiche Cloud. You will have 60 days post-termination to export or download Your Content to a different platform. After such 60-day period, we may delete Your Content at any time. You will be charged the rates then in effect for Content downloaded during the 60 day post-termination period.

6.4 Miscellaneous. From and after termination or expiration of this Agreement: (i) except for the license in Section 5.3, all rights and licenses granted by one party to the other will immediately cease; (ii) any and all provisions or obligations contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after termination of this Agreement will survive the termination of this Agreement and remain binding upon and for the benefit of the parties; (iii) each party will promptly return to the other, or destroy and certify the destruction of, all of the other party’s Confidential Information; and (iv) all fees and any other monies due to Laserfiche by Subscriber will become immediately due and payable.

7.0 Limited Laserfiche Cloud License.

7.1 Laserfiche Ownership Rights. We own all right, title and interest in and to the Software, except for sub-components which we may license from third parties. We grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable right to do the following during the Term of this Agreement: (i) access and use Laserfiche Cloud solely in accordance with this Agreement contingent upon timely payment of all fees; and (ii) use the Software solely in connection with your permitted use of Laserfiche Cloud and in compliance with the Laserfiche End User Software License Agreement (EULA) that accompanies the Software that may be installed on-premises or accessed remotely. Unless specifically granted, you obtain no rights under this Agreement from us or our licensors to Laserfiche Cloud or the Software, including any related intellectual property rights.

7.2 Unauthorized Use or Misuse of Laserfiche Cloud. Neither Subscriber nor any User may use Laserfiche Cloud in any manner or for any purpose other than as expressly permitted by this Agreement. You may not do or attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any Software that may be

accessible through Laserfiche Cloud, (b) reverse engineer, disassemble, or decompile the Software or apply any other process or procedure to derive the source code of the Software, or (c) access or use Laserfiche Cloud or the Software in a way intended to avoid incurring fees or exceed usage limits or quotas. All licenses granted to you in this Agreement are conditioned on your continued compliance with this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement, provided that all cure periods have been exhausted in accordance with Section 6.2. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our Affiliates, Laserfiche Cloud Solution Providers, AWS, or licensors, any patent infringement or other intellectual property infringement claim regarding Laserfiche Cloud or any Software. You may not use any trademark of Laserfiche without our express, prior written permission.

8.0 Indemnification.

(a) General Indemnification. You will defend, indemnify, and hold harmless Laserfiche, including our Affiliates, employees, officers, directors, and representatives, from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to any third-party claim concerning: (a) your or any User's use of Laserfiche Cloud or Laserfiche Content (including any activities or use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you or any User; (c) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use, development, design, production, advertising or marketing of Your Content; or (d) your breach of any of your obligations, contractual or otherwise, that you may owe to your Users with respect to Laserfiche Cloud services or support; or (e) a dispute between you and any other third party. If we or our Affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at our then-current hourly rates. We will promptly notify you of any indemnity claim, but our failure to promptly notify you will only affect your obligations to the extent that our failure prejudices your ability to defend the claim. We have the right to assume control of the defense and settlement of the claim at any time whenever it may affect our rights or intellectual property, directly or indirectly, at your expense. However, you may, at your expense: (a) use counsel of your own choosing (subject to our written consent) to defend claims against you; and (b) settle the claim against you (but not against Laserfiche without our express written consent) as you deem appropriate, provided that you obtain our prior consent before entering into any settlement.

(b) IP Indemnification.

(i) If a third party makes a claim against either you or Laserfiche ("**Recipient**" which may refer to you or us depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "**Material**") furnished by either you or us ("**Provider**" which may refer to you or us depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following: (x) notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law); (y) gives the Provider sole control of the defense and any settlement negotiations; and (z) gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

(ii) If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return

materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

(iii) The Provider will not indemnify the Recipient if the Recipient (x) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (y) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. We will not indemnify you to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to you within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

(iv) This Section 8(b) provides the parties' exclusive remedy for any infringement claims or damages.

(v) IN RESPECT TO ALL THIRD-PARTY INDEMNITY CLAIMS, THE PARTY ENTITLED TO INDEMNITY WILL ALSO BE ENTITLED TO RECOVER ALL AMOUNTS WHICH MAY BE PAYABLE UNDER THE OTHER PARTY'S APPLICABLE INSURANCE POLICIES; AND NEITHER PARTY'S INSURERS WILL BE EXPRESS OR IMPLIED THIRD-PARTY BENEFICIARIES OF ANY LIMITATION OF LIABILITY IN SECTION 10 OF THIS AGREEMENT.

9.0 Warranties, Disclaimers and Exclusive Remedies.

9.1 Each party represents that it has the power and authority to validly enter into this Agreement. We warrant that during the Subscription Term, we will perform the Laserfiche Cloud services using commercially reasonable care and skill in all material respects. We will provide Support for Laserfiche Cloud to you either directly or through your Laserfiche Cloud Solution Provider, as applicable; and will use commercially reasonable efforts to make Laserfiche Cloud available 24 hours a day, seven days a week, except for planned downtime (of which we will attempt to give you at least eight hours electronic notice and schedule, if practicable, during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Pacific Time).

9.2 LASERFICHE CLOUD IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

9.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR SUBSCRIPTION TO THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU FEES FOR THE TERMINATED SERVICES THAT YOU PRE-PAID TO USE FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

9.3 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE. EXCEPT AS SET FORTH IN THIS AGREEMENT, LASERFICHE AND OUR AFFILIATES, AWS, LASERFICHE CLOUD SOLUTION PROVIDERS, AND LICENSORS MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS,

IMPLIED, STATUTORY OR OTHERWISE, REGARDING LASERFICHE CLOUD OR LASERFICHE CONTENT OR ANY THIRD-PARTY CONTENT, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

10.0 Limitations of Liability.

IN ANY EVENT, LASERFICHE AND OUR AFFILIATES, AWS, LASERFICHE CLOUD SOLUTION PROVIDERS AND LICENSORS WILL NOT BE LIABLE TO YOU OR YOUR USERS FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, BUSINESS OPPORTUNITIES, REVENUES, GOODWILL, REPUTATION, DATA USE, OR DATA), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF LASERFICHE AND OUR AFFILIATES, AWS, LASERFICHE CLOUD SOLUTION PROVIDERS, AND LICENSORS FROM ANY CLAIM OR LOSS ARISING OUT OF OR CONCERNING THIS AGREEMENT OR LASERFICHE CLOUD, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES THAT YOU ACTUALLY PAID FOR LASERFICHE CLOUD DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT YOU FIRST LEARNED OF THE EVENT THAT GAVE RISE TO THE CLAIM.

11.0 Modifications to the Agreement. You agree that we may modify this Agreement at any time by posting a revised version of the Agreement or such Additional Policy on the Laserfiche Site. The revised terms will be effective as follows:

- if the revised terms are related to Section 3, Payment and Fees, or Section 6, Term and Termination, then the revised terms will be effective upon the earlier to occur of (a) thirty days after posting and (b) if we provide a mechanism for your immediate acceptance of the revised terms, such as a click-through confirmation or acceptance button, your acceptance.
- if the revised terms are related to any other provision not specifically mentioned above in this Section 11, then the revised terms will be effective upon posting on the Laserfiche Site (unless we expressly state otherwise at the time of posting).

By continuing to use or receive Laserfiche Cloud after the effective date of any revisions to this Agreement, you agree to be bound by the revised Agreement.

12.0 Confidentiality and Publicity. Each party will use each other's Confidential Information only as permitted under this Agreement. Neither party will disclose the other party's Confidential Information during the Subscription Term or at any time during the seven-year period following the termination of this Agreement. Each party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the other party's Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. Neither party will issue any press release or make any other public communication with respect to this Agreement or the use of Laserfiche Cloud without the other party's prior written authorization and approval of the content of the proposed statement or communication.

13.0 Force Majeure. Neither party will be liable for any failure, delay, or default in performance if caused by: an act of war, hostility or sabotage; act of God or nature; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay us for your Subscription(s).

14.0 No Intended Third Party Beneficiaries. This Agreement does not create or intend any third party beneficiary rights in any individual or entity that is not a party to this Agreement, except as is expressly provided in this Agreement.

15.0 Export. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to Laserfiche Cloud. These export laws govern the use of Laserfiche Cloud (including technical data) and any deliverables provided under this Agreement, and the parties agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no data, information, software programs and/or materials resulting from use of Laserfiche Cloud will be exported, directly or indirectly, in violation of these laws, or will be used for any prohibited purpose. You acknowledge that Laserfiche Cloud is designed with capabilities for you and your Users to access Laserfiche Cloud without regard to geographic location and to transfer or otherwise move Your Content between Laserfiche Cloud and other locations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

16.0 Notice.

16.1 At all times you must provide us with a current email address that you wish to be associated with your Account and to which we may give you any notice required by this Agreement. We may give you notice under this Agreement by: (a) sending a message to the email address then associated with your Account; or (b) sending or posting an electronic message to you via Laserfiche Cloud; or (c) personal delivery or overnight courier, such as FedEx or UPS; or (d) registered or certified mail. Notices we provide by email, electronic messaging, or overnight courier will be effective on the first business day following the day we send it. Notices via registered or certified mail will be effective on the third business day after mailing. Notices via personal delivery will be effective when received. You will be deemed to have received any email sent to the email address then associated with your Account when we send the email, whether or not you actually receive the email.

16.2 To give us notice under this Agreement, you must contact Laserfiche as follows: (a) by facsimile transmission to 562.988.1886, attention Legal Department; (b) by email to notices@laserfiche.com directed to the attention of the Legal Department; or (c) by personal delivery, overnight courier or registered or certified mail to Compulink Management Center, Inc., attention Legal Department, 3545 Long Beach Blvd., Long Beach, CA 90807. We may update the facsimile number, email address, or address for notices to us by posting a notice on the Laserfiche Site or giving you email notice. Notices will be effective on the second business day following their receipt by Laserfiche.

17.0 Assignment. You will not sublicense, assign or transfer any rights, duties or obligations under this Agreement, without our prior written consent. This Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.

18.0 Waivers; Severability. The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. All waivers by us must be in writing to be effective. If any provision of this Agreement is for any reason held unenforceable or invalid, then this Agreement will be construed as if such provision were not contained in this Agreement.

19.0 Governing Law; Arbitration. This Agreement will be governed and construed by the laws of the state of California, without reference to: (a) its rules regarding conflicts of law; (b) the Uniform Computer Information Transactions Act; (c) the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended, or any superseding Convention; or (d) other international laws. All disputes relating to this Agreement will be settled by arbitration conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association in Los Angeles County, California. Judgment on the arbitral award is final and binding and may be entered in any court of competent jurisdiction.

20.0 Electronic Conduct of Business. By executing this Agreement, each party agrees to transact business by electronic means, including but not limited to transmittal of notices and execution of additional documents related to this Agreement.

21.0 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between us regarding your use of Laserfiche Cloud and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) this Agreement, (2) the applicable Order Form accepted by Laserfiche, and (3) the Documentation.

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 17-196
Meeting Date September 14, 2017

| AGENDA ITEM INFORMATION | | | | |
|--|--|-----------------------------|-----------------|--------------------------------|
| SUBJECT: <i>Request to Approve the Agreement with The Building Department, LLC for Plan Review Services</i> | | <i>Department Approvals</i> | <i>Initials</i> | <i>Originator or Supporter</i> |
| | | Mayor / Council | | |
| | | City Manager | AW | |
| | | Clerk | | |
| | | Treasurer | | |
| | | Community Development | MG | Originator |
| | | Police Department | | |
| | | Public Works | | |
| | | Golf Course | | |
| | | Parks and Recreation | | |
| COST IMPACT: | N/A | Airport | | |
| FUNDING SOURCE: | Community Development Plan Review Budget | Library | | |
| TIMELINE: | Beginning 2017 until discontinued. | Information Systems | | |
| | | Grant Coordinator | | |
| SUMMARY STATEMENT: | | | | |
| <p>Outside plan review services may be needed from time to time to assist the Building Official. Typically the Building Official reviews and approves the plans that are submitted for building permits. Our goal is to carry this out in a timely manner.</p> <p>Should the need arise because of heavy backload, large projects, or other reasons, we would like to have an outside plans reviewer on contract and ready to help out on an as-requested basis. There is no definitive minimum or maximum cost, dependent on the number and size of projects, but outside plan review is a line item in the Community Development budget.</p> <p>Three qualified plans reviewers were contacted and reviewed. The Building Department, LLC was chosen and the contract is attached.</p> | | | | |
| RECOMMENDED ACTION: | | | | |
| Approve the contract for plan review services with The Building Department, LLC, and authorize the Mayor to sign all necessary documents. | | | | |
| RECORD OF COUNCIL ACTION | | | | |
| MEETING DATE | ACTION | | | |
| | | | | |
| | | | | |

CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

THE CITY OF McCALL, IDAHO

AND

THE BUILDING DEPARTMENT, LLC, DBA NORTHWEST CODE PROFESSIONALS.

This Contract is made and entered into this ____ day of _____, 2017, by and between the City of McCall, a municipal corporation of the State of Idaho, hereinafter called the "CITY" and THE BUILDING DEPARTMENT, LLC, DBA NORTHWEST CODE PROFESSIONALS, an Oregon limited liability company, hereinafter called "CONTRACTOR".

W I T N E S S E T H :

WHEREAS, CITY wishes to administer its own plan review program and for that purpose is in need of the services of reviewers duly certified by the International Code Council; and

WHEREAS, CONTRACTOR is in the business of providing the services of plans examiners duly certified by the International Code Council to governmental agencies and other parties; and

WHEREAS, CITY wishes to obtain from CONTRACTOR and CONTRACTOR wishes to provide to CITY certain services of plans examiners duly certified by the International Code Council on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. TERM This Contract shall commence on the first day of OCTOBER, 2017, and shall continue in full force and effect until terminated as provided in Section 12.

2. SERVICES The services to be provided by CONTRACTOR to CITY under the terms of this Contract shall consist of the following:

A. The examination of building plans submitted to CONTRACTOR by City to insure their compliance with the codes as adopted by CITY and State. CONTRACTOR shall review all permit applications submitted to it by CITY and complete a plans review report in a timely fashion, ordinarily within seven (7) working days after receipt of all proper plans and applications. Promptly upon completion of its plans review report, CONTRACTOR shall approve or not approve such plans and notify CITY of such so City may issue appropriate permits or notify the applicant of any deficiencies identified in the plan review report.

I. Coordinate with other CITY functions and departments for plans and permit application review and compliance with CITY'S ordinances and regulations for utilities and land use requirements.

3. SERVICE PROVIDERS CONTRACTOR may use employees, agents, or independent contractors to perform the services required by it under the terms of this Contract so long as such employee, agent, or independent contractor is properly certified. If any incompatibilities or conflicts arise involving CONTRACTOR'S employees, agents or independent contractors, CONTRACTOR and CITY agree to meet and make a good faith attempt to resolve any such incompatibility or conflict.

4. COMPENSATION As compensation for the services to be provided by CONTRACTOR to CITY under the terms of this Contract, CITY shall pay to CONTRACTOR as follows:

70% of all plan review fees collected by CITY for building, mechanical, plumbing, electrical, manufactured home setup, manufactured home and recreational vehicle park permits for which services were performed or to be performed by CONTRACTOR. Payment to CONTRACTOR shall be based on the aforementioned fees and shall not include or be based on any additional CITY fees the CITY may collect.

Current hourly rate \$90.00/hr for additional review only after 3rd resubmittal by applicant, for engineer review not to exceed 50% of plan check fees charged to applicant.

Shipping will be charged to CITY at actual cost only.

Payment to CONTRACTOR shall be based on the aforementioned fees and shall not include or be based on any additional CITY fees the CITY may collect.

5. PAYMENT Compensation due CONTRACTOR by CITY shall be paid as follows:

A. CONTRACTOR shall submit a billing statement for payment of CONTRACTOR'S share of fees collected during the previous month by the 5th day of the immediately following month and CITY shall pay such billing statement(s) on or before the 25th day of the month in which it is received. In addition, CITY agrees to pay CONTRACTOR a late payment charge of 1.5% per month for any billing statement(s) received by CITY on or before the 5th day of the month which is not paid by the 25th day of that month.

B. Payment by CITY of any such billing statement shall release CITY from any further payment obligation to CONTRACTOR for services performed or expenses incurred as of the date of the billing statement.

6. CITY'S OBLIGATIONS In order to facilitate the services to be provided by CONTRACTOR to CITY under the terms of this Contract, CITY agrees to do the following:

A. Review plans for compliance with CITY'S Development Code and other applicable CITY ordinances and requirements, and notify CONTRACTOR in writing of any concerns or issues by notation on the building plans.

7. CONTRACTOR IDENTIFICATION NUMBER CONTRACTOR shall furnish CITY with CONTRACTOR'S employer identification number, as designated by the Internal Revenue Service.

8. CONTRACTOR REGISTRATION Before beginning services under this agreement CONTRACTOR shall register to do business in the state of Idaho and provide proof of such registry before City remits any sums to CONTRACTOR.

9. CITY CODES CONTRACTOR represents to CITY that it is familiar with all building codes adopted by the state of Idaho, Valley County, and the City of McCall which apply to the construction and erection of buildings and improvements for which plans are submitted to the City for review and approval. All plan reviews conducted by CONTRACTOR pursuant to this Agreement shall be performed using those applicable codes.

10. CITY'S REPRESENTATIVE CITY'S authorized representative for the purposes of this Contract shall be Michelle Groenevelt, 216 East Park Street, McCall, Idaho 83638, phone 208-634-5229, fax 208-634-3038.

11. CONTRACTOR'S REPRESENTATIVE CONTRACTOR'S authorized representative for the purposes of this Contract shall be Jack Applegate, 144 E 14th Ave, Eugene, Oregon 97401, phone 800-358-8034.

12. CONTRACTOR AS INDEPENDENT CONTRACTOR

A. Contractor's services shall be provided under the general supervision of CITY or its employees or designees; however, CONTRACTOR shall be an independent contractor and shall be entitled to no compensation other than the compensation provided for under Section 4 of this Contract.

B. CONTRACTOR acknowledges that it shall not be entitled to any employee benefits to which an employee of CITY would be entitled and shall be solely responsible for all payments of taxes required by law. If CONTRACTOR is found by a court of law or an administrative agency to be an employee of CITY for purposes of taxes or benefits CITY is required to pay for or to employees, CITY shall be entitled to repayment by CONTRACTOR to the full extent of any benefits or other remuneration CONTRACTOR may receive from CITY as result of said finding and to the full extent of any payments CITY is required to make (to CONTRACTOR or to a government entity) as a result of said finding.

C. CONTRACTOR hereby represents that to its knowledge no employee of CITY or any partnership or corporation in which a CITY employee has an interest, has or will receive any remuneration of any description from CONTRACTOR, directly or indirectly, in connection with the letting or performance of this Contract, except as otherwise specifically declared in writing.

D. Notwithstanding paragraphs 10A, 10B, 10C, or any other paragraph of this Contract, CONTRACTOR and its officers, employees, agents and subcontractors are and shall operate and be considered as agents of CITY.

13. SUBCONTRACT - ASSIGNMENTS AND DELEGATION

A. CONTRACTOR shall be fully responsible for the acts or omissions of its employees, agents and subcontractors and neither the approval by CITY of any employee, agent or subcontractor of CONTRACTOR nor anything contained herein shall be deemed to create any contractual relation between such employee, agent, or subcontractor and CITY.

B. This Contract, and all of the covenants and conditions hereof, shall inure to the benefit of and be binding upon CITY and CONTRACTOR respectively and their legal representatives and successors. Except as otherwise provided herein, CONTRACTOR shall not assign any rights nor delegate any duties incurred by this Contract, or any part hereof without the written consent of CITY, and any assignment or delegation in violation hereof shall be void.

14. TERMINATION OF CONTRACT CONTRACTOR or CITY may terminate this Contract at any time upon not less than sixty (60) days prior written notice to the other party. In addition, CITY may terminate this contract upon not less than ten (10) days written notice to CONTRACTOR if CONTRACTOR breaches any of the terms herein or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR; or an assignment for benefit of creditors of CONTRACTOR.

15. ACCESS TO RECORDS CITY shall have access to such books, documents, papers, and records of CONTRACTOR as are directly pertinent to the services performed under the terms of this Contract for the purpose of conducting an audit or examination or obtaining excerpts and transcripts.

16. FORCE MAJEURE Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond its control and without fault or negligence on the part of the party so disabled, including, but not limited to: an act of nature or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather, or delay of subcontractor or suppliers due to such cause; provided that the party so disabled shall within ten (10) days from the beginning of such delay to notify the other party in writing of the causes of such delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

17. NONWAIVER The failure of either party to insist upon or enforce strict performance by the other party of any of the terms of this contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of a party's right to assert or rely upon such terms or rights on any future occasion.

18. ATTORNEY'S FEES In the event suit, action or arbitration is instituted to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party such sum as the court or arbitrator may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

19. APPLICABLE LAW This Contract will be governed by the laws of the State of Idaho.

20. CONFLICT BETWEEN TERMS It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Contract and the proposal of CONTRACTOR, this Contract shall control and nothing herein shall be considered as an acceptance of the terms of said proposal conflicting herewith.

21. INDEMNIFICATION CONTRACTOR agrees to indemnify and to hold harmless the CITY, its Officers, Employees, and Agents against and from any and all loss, claims, actions, suits, including costs, and attorney's fees, for or on account of injury, bodily or otherwise, to, or death of persons, damage to or destruction of property belonging to CITY, CONTRACTOR or others, resulting from, arising out of, or in any way connected with CONTRACTOR'S acts which are outside the scope of CONTRACTOR'S duties to CITY under this Contract or for which CONTRACTOR is not eligible for representation and indemnification by CITY. CONTRACTOR agrees to defend all such claims on behalf of the CITY, whether frivolous or not.

CITY acknowledges and agrees that CONTRACTOR, and its officers, employees, agents, and subcontractors, are agents of CITY in carrying out CONTRACTOR'S duties and responsibilities under the terms of this Contract, and entitled to the protections of an agent of CITY.

22. INSURANCE Prior to providing any of the services required under the terms of this Contract. CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall secure and continue in force during the term of this Contract the following insurance with an insurance company acceptable to CITY:

A. General Liability and Property Damage Insurance with limits of not less than \$1,000,000 for personal injury, \$1,000,000 for comprehensive automobile liability and \$1,000,000 for broad form property damage coverage. Satisfactory evidence of such insurance shall be provided to CITY.

B. Workers' Compensation from the State Accident Insurance Fund or from a responsible private carrier. Private insurance shall provide the schedule of employee benefits required by law.

C. Professional Liability Insurance with limit of \$2,000,000.

23. MEDIATION If a dispute between the parties arises out of or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation without resorting to arbitration, litigation, or some other dispute resolution procedure. The parties shall share equally the mediator's fees and expenses.

24. COMPLETE CONTRACT This Contract and any referenced attachments constitute the complete Contract between CITY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

THE CITY OF McCALL, IDAHO

The Building Department, LLC, doing business as
Northwest Code Professionals

By: _____

Jackie Aymon, Mayor

By: _____

David Mortier, President

APPROVED AS TO FORM:

_____, City Attorney

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 17-197
Meeting Date September 14, 2017

AGENDA ITEM INFORMATION

| | | | | |
|--|-----------------|-----------------------------|-----------------|--------------------------------|
| SUBJECT: <i>Greystone Village #3, Lot 7, Block , 1551 McCall Avenue, Request of Lease Termination and Establishment of a New Lease</i> | | <i>Department Approvals</i> | <i>Initials</i> | <i>Originator or Supporter</i> |
| | | Mayor / Council | | |
| | | City Manager | <i>HW</i> | Originator |
| | | Clerk | | |
| | | Treasurer | | |
| | | Community Development | | |
| | | Police Department | | |
| | | Public Works | | |
| | | Golf Course | | |
| | | Parks and Recreation | | |
| COST IMPACT: | n/a | Airport | | |
| FUNDING SOURCE: | n/a | Library | | |
| TIMELINE: | October 1, 2017 | Information Systems | | |
| | | Grant Coordinator | | |

SUMMARY STATEMENT:

The owner of 1551 McCall Avenue, Raymond A. Waldsmith has recently passed away. His estate, Waldsmith Estate, has a sale pending and would like to request termination of the existing lease at the time of closing with a subsequent request for establishment of a new lease to Gregg Eames. Upon their request the purchasers have been provided a copy of the proposed attached Amended and Restated Ground Lease V2.

With this transaction the City will receive a \$2500 transfer fee.

RECOMMENDED ACTION:

Approve termination of the existing lease of 1551 McCall Avenue from Raymond A. Waldsmith at the time of closing and subsequently approve the new Amended and Restated Ground Lease V2 for Greystone Village #3, Lot 7, Block 3, 1551 McCall Avenue, to Gregg Eames 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 of McCall
216 E. Park Street
McCall, Idaho 83638**

**AMENDED AND RESTATED GROUND LEASE V2
(LOT 7, BLOCK 3)**

This Amended and Restated Ground Lease is made this ___ day of _____, 20__ (the “**date hereof**”) between the City of McCall, Idaho an Idaho municipal corporation organized and existing under the laws of Idaho, having its principal office at 216 E. Park St., McCall, Idaho 83638 (“**Lessor**”), and Gregg Eames, a single person, residing at 616 #9 N. Samson Trail, McCall ID 83638 (“**Lessee**”).

Upon recordation of this fully executed and notarized Lease, the following documents shall be null and void and of no further force or effect:

- Community Housing Covenants Running with the Land, recorded October 6, 2006 as Instrument No. 314094; recorded June 11, 2007 as instrument No. 322188, Recorded November 26, 2008 as instrument No. 336917; and
- Ground Lease, as amended, recorded October 6, 2006 as Instrument No. 314103; recorded December 28, 2006 as Instrument No. 316923; and recorded May 23, 2007 as Instrument No. 321619; and
- First Amendment to Ground Lease, recorded November 26, 2008 as Instrument No. 336925.

Whereas, rising land prices and construction costs have made housing unaffordable to many people that work in essential public employment such as public safety officers and other public employees who safeguard the health, safety and welfare of McCall and the surrounding communities; and

Whereas, the lack of affordable housing has made it difficult, if not impossible, for public agencies to hire and retain such public employees as are needed to provide essential public services; and

Whereas, the same housing costs affect the ability of the private sector to hire and retain employees in the retail and construction trades, which adversely affects small and local businesses; and

Whereas, the inability to find affordable housing has caused a shortage of health care workers which in turn has resulted in a reduction in health care services in McCall, including at least one assisted living facility which had to close resulting in moving long time McCall residents who can no longer live independently to a facility in Gem County; and

Whereas, the City of McCall has established a community/workforce housing policy and has adopted ordinances to put such policy into effect; and

Whereas, leasing land to Lessee will facilitate the construction of affordable housing which will begin to address the shortage of affordable housing in McCall and will improve the health, safety, and welfare of the citizens and visitors to McCall.

Now, therefore, the parties agree as follows:

SECTION ONE. DEMISE, DESCRIPTION, AND USE OF PREMISES

Lessor leases to Lessee and Lessee leases from Lessor, for the purpose of using in and on the Premises, defined below, community/workforce housing and, except for as provided further herein, for no other purpose, that certain real property, situated in McCall, Valley County, Idaho, and more particularly described in the exhibit attached to and made a part of this Lease as **Exhibit 1** (the “**Real Property**”). As used in this Lease, the term “**Premises**” refers to the Real Property and to any and all appurtenances to and improvements located on the Real Property from time to time during the term of this Lease. Use and/or occupancy of the Premises as housing by person(s) not qualified to rent community/workforce housing, as provided further herein, shall be permitted so long as Lessee pays Additional Rent defined below.

A. **Qualified Persons.** To qualify for and be eligible to lease the Real Property without having to pay additional annual rent equal to five percent (5%) of the value of the Real Property, at least one member of the household residing in the Premises must, at all times, meet the following criteria and evidence of the following must be provided to Lessor:

1. Employment and/or residency in Valley and/or Adams Counties. At least one non-dependent member of the household must meet one of the following criteria:
 - a. Be a full-time employee (that is, a person who is employed on the basis of a minimum of 1,500 hours worked per calendar year) working in Valley and/or Adams Counties; OR
 - b. Be a senior person (that is, sixty-five [65] years or older); OR
 - c. Be a disabled person (that is, a person who meets the definition of such under the Social Security Administration regulations); OR
 - d. Be the former spouse of any such employee; senior, or disabled person, or a dependent thereof who had been living in the Premises with that qualified employee, senior, or disabled person.
2. The household shall occupy the unit as its primary residence which is defined as the residence within which the occupants reside not less than nine months out of each calendar year and evidenced by voter registration, hunting or fishing license or other evidence of residency.

B. Qualified Local Employers, defined below, are recognized as important partners in the creation and ownership of community/workforce housing. A qualified Local Employer may purchase the Premises for use as rental housing for such qualified Local Employer's employee(s) without having to pay Additional Rent.

1. To qualify as a ("Local Employer"), an application with evidence of the following must be provided to Lessor:

- a. The Local Employer must have offices and/or employees who work in Valley and/or Adams Counties.
- b. The Local Employer must provide evidence that any and all potential occupants of the Premises are or shall be employees (including dependents of said employee(s)) of that Local Employer who are also working in Valley or Adams Counties. The Local Employer must provide evidence that at least one non-dependent resident is currently employed by that Local Employer.

2. For such Local Employer's employee(s) to remain eligible to reside on the Premises, the following provisions apply:

- a. Maximum occupancy standards are not being violated (a maximum of 2 persons per bedroom) are allowed to reside in the Premises.
- b. The Premises are being maintained to acceptable standards by the Local Employer or the Local Employer's managing agent, including, without limitation, having well-maintained yards/open space and complying with health and safety standards concerning the habitability of the Premises. Lessor will spot check and request inspections of the Premises on an as-needed basis. Additionally, Local Employer shall respond to a complaint by neighbors or residents concerning the upkeep and maintenance of the Premises within a 72 hour period.
- c. Not more than three individuals who are not related by affinity or consanguinity may reside on the Premises.

C. To remain eligible to reside on the Premises without having to pay additional annual rent equal to five percent (5%) of the value of the Real Property, the Lessee must meet the criteria set forth in Section 1(A) or 1(B) above.

SECTION TWO. TERM

The term of this Lease shall be for eighty-nine (89) years, commencing on the date hereof, and ending on September 30, 2106.

SECTION THREE. RENT

Lessee shall pay annual rent equal to five percent (5%) of the fair market value of the Real Property (the "Annual Rent"), payable in twelve (12) equal monthly installments, which Annual Rent shall be adjusted as provided further herein. For the purposes of this initial term, the fair market value of the Real Property is \$22,000; therefore the annual rent is \$1,100.00. Notwithstanding anything to the contrary herein, such Annual Rent shall be due and owing only during any period of time during the term of this Lease that the Lessee does not qualify for the credit/subsidy set out below for Lessee(s) meeting the criteria set forth in Section 1(A) or 1(B) above.

Lessor and Lessee shall determine and adjust the Annual Rent according to the "fair market value" of the Real Property upon the following events: the transfer of this Lease, or every five (5) years after the date of a transfer of this Lease. The "fair market value" of the Real Property shall mean the cash price which a purchaser would pay for the Real Property, such valuation to be made on the assumption that the Real Property is not subject to any agreements, including, without limitation, leases, and management and service agreements then in effect.

Provided, however, that so long as Lessee meets the definition of a qualified person as set forth in Section One above, such Lessee shall qualify for a credit/subsidy against the Annual Rent set out above and the annual rent for the term of the Lease shall be reduced to \$1.00 per year (the "**Annual Rent after credit/subsidy**"), which Lessee shall pay to Lessor, without deduction or offset, at the place or places as may be designated from time to time by Lessor.

Upon transfer of this Lease to a new assignee, or after five years after the beginning of this Lease or five years after a previous determination of fair market value, upon notice from either party to the other party Lessor and Lessee shall first attempt to agree upon the fair market value of the Real Property. In the event Lessor and Lessee are unable to agree upon the fair market value of the Real Property within ten (10) days of the date of such notice, Lessor and Lessee shall then attempt to agree upon the choice of a licensed Idaho real estate broker who works in the McCall area to provide a determination of the fair market value of the Real Property, which value shall be binding on the parties. In the event Lessor and Lessee are unable to agree upon the choice of a licensed Idaho real estate broker within a further ten (10) days, Lessor and Lessee shall then attempt to agree upon the selection of three (3) disinterested appraisers. If Lessor and Lessee are unable to agree upon the selection of three (3) appraisers within a further ten (10) days, then a petition may be made by either Lessor or Lessee to a court of competent jurisdiction for such selection of three (3) appraisers. Lessor and Lessee shall each have the right to submit the names of up to three (3) appraisers to the Court. Each appraiser so selected shall furnish Lessor and Lessee with a written appraisal within thirty (30) days of such appraiser's selection, setting forth such appraiser's determination of the fair market value of the Real Property as of the date the appraisal procedure of this Section is instituted. The average of the two closest valuations of such appraisers shall be treated as the fair market value of the Real Property and the determination shall be final and binding on Lessor and Lessee. All costs associated with obtaining the fair market value of the Real Property shall be divided equally by Lessor and Lessee.

Lessee further agrees, for itself, its successors and assigns, that upon assignment of this Lease to a subsequent purchaser of the Premises, Lessee shall pay to Lessor a lease transfer fee of \$2,500.00. This fee may be reduced or waived if, in the sole discretion of the Lessor, such transfer fee would constitute a hardship upon the Lessee. Lessor shall use the criteria developed for reduction of utility charges as a beginning point for determination whether Lessee qualifies for a complete or partial reduction in the transfer fee. Other factors to be considered will include, but not be limited to: whether Lessee meets the criteria as a qualified person set out in Section One of this Lease, the sale price of the improvements compared to the original purchase price and cost of other improvements, and total household income.

Annual Rent, Annual Rent after credit/subsidy, and any other sums due under this Lease are sometimes collectively and individually referred to herein as “**Rent.**”

SECTION FOUR. WARRANTIES OF TITLE AND QUIET POSSESSION

Lessor covenants that Lessor is seized of the Real Property in fee simple and has full right to make and enter into this Lease and that Lessee shall have quiet and peaceable possession of the Premises during the term of this Lease.

SECTION FIVE. DELIVERY OF POSSESSION

If Lessor, for any reason whatever, cannot deliver possession of the Real Property to Lessee at the commencement of the term of the Lease, as specified above, this Lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting from such nondelivery; but in that event, there shall be a proportionate reduction of Annual Rent and Additional Rent, if applicable, covering the period between the commencement of this Lease term and the time when Lessor can deliver possession.

SECTION SIX. USES PROHIBITED

Lessee shall not use, or permit the Premises, or any part of the Premises, to be used for any purpose or purposes other than the purpose or purposes for which the Premises are leased under this Lease. No use shall be made or permitted to be made of the Premises, or acts done, which will cause a cancellation of any insurance policy covering any building located on the Premises, or any part of such building, nor shall Lessee sell, or permit to be kept, used, or sold, in or about the Premises, any article that may be prohibited by the standard form of fire insurance policies. Lessee shall, at its sole cost, comply with all requirements, pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this Lease, covering any building and appurtenances at any time located on the Premises.

SECTION SEVEN. WASTE AND NUISANCE PROHIBITED

During the term of this Lease, Lessee shall comply with all applicable laws affecting the Premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the Real Property. Lessee shall not commit, or suffer to be committed, any waste on the Premises, or any nuisance. Lessee shall maintain all landscaping including removal of noxious

weeds, mowing grass, trimming trees, irrigating plants as necessary, all to maintain the Premises to keep the same clean, free from debris, and generally in the same condition as other similar properties in McCall.

SECTION EIGHT. ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the Premises at any time during the term of this Lease. If Lessee abandons, vacates, or surrenders the Premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Premises shall be deemed to be abandoned and, at the option of Lessor, take possession of such property pursuant to applicable legal process.

SECTION NINE. LESSOR'S RIGHT OF ENTRY

Lessee shall permit Lessor and the agents and employees of Lessor to enter into and on the Premises at all reasonable times for the purpose of inspecting the Premises, or for the purpose of posting notices of nonresponsibility for alterations, additions, or repairs, without any rebate of Rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the Premises occasioned by the entry. Lessee shall permit Lessor and its agents and employees, at any time within the last year prior to the expiration of this Lease, to place on the Premises any usual or ordinary "To Let" or "To Lease" signs and exhibit the Premises to prospective tenants at reasonable hours.

SECTION TEN. ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

A. Lessee may encumber by a purchase money mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the Premises, together with all buildings and improvements placed by Lessee on the Real Property, as security for any indebtedness of Lessee incurred in purchase of the leasehold improvements. The execution of any mortgage, or deed of trust, or other instrument, or the foreclosure of any mortgage, or deed of trust, or other instrument, or any sale, either by judicial proceedings or by virtue of any power reserved in a mortgage or deed of trust, or conveyance by Lessee to the holder of the indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions of this Lease, or as an assumption by the holder of the indebtedness personally of the obligations of this Lease. No encumbrance, foreclosure, conveyance, or exercise of right shall relieve Lessee from its liability under this Lease.

B. If Lessee shall encumber its leasehold interest and estate in the Premises and if Lessee or the holder of the indebtedness secured by the encumbrance shall give notice to Lessor of the existence of the encumbrance and the address of the holder, then Lessor will mail or deliver to the holder, at such address, a duplicate copy of all notices in writing which Lessor may, from time to time, give to or serve on Lessee under and pursuant to the terms and provisions of this Lease. The copies shall be mailed or delivered to the holder at, or as near as possible to, the same time the notices are given to or served on Lessee. The holder may, at its option, at any time before the rights of Lessee shall be terminated as provided in this Lease, pay any of the Rent due under this Lease, or pay any taxes and assessments, or do any other act or thing required of Lessee by the terms of

this Lease, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this Lease or to prevent the termination of this Lease. All payments so made and all things so done and performed by the holder shall be as effective to prevent a foreclosure of the rights of Lessee as if done and performed by Lessee.

C. Any holder of an encumbrance of Lessee's leasehold interest shall have the right to bid at a foreclosure sale or to accept voluntary conveyance of Lessee's interest in lieu of foreclosure. Any purchaser at such foreclosure sale, or transferee of Lessee's interest voluntarily surrendered to the holder of an encumbrance, shall take such leasehold interest subject to the terms herein. Upon sale at foreclosure, or upon acceptance of voluntary conveyance of Lessee's interest in lieu of foreclosure, the purchaser at sale, or the transferee, as the case may be, shall pay to Lessor any accrued and unpaid Rent due at the date of foreclosure sale or acceptance of a deed in lieu of foreclosure.

D. Notwithstanding any other provision of this Lease to the contrary, in the event that a holder of an encumbrance of Lessee's leasehold interest forecloses such interest or receives a voluntary surrender of such interest, the Annual Rent shall be abated during the period of time that such lender is in possession and title to the leasehold interest and the Premises are unoccupied. Further, upon transfer of the Premises to a third party, the transfer fee set forth in Section Three above shall be waived in total.

SECTION ELEVEN. SUBLETTING AND ASSIGNMENT

Lessee may sublet the Premises in whole or in part without Lessor's consent, but the making of any sublease shall not release Lessee from, or otherwise affect in any manner, any of Lessee's obligations under this Lease. Lessee shall not assign or transfer this Lease, or any interest in this Lease, without the prior, express, and written consent of Lessor, and one consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Lessor agrees to not unreasonably withhold consent to assignment, and further agrees that assignment of the leasehold interest to an assignee that has qualified to use the Premises as community/workforce housing as provided further in Section One above, shall be presumed acceptable to Lessor and for which no written consent will be required. Except as provided immediately above, any assignment without consent shall be void and shall, at the option of Lessor, terminate this Lease. Except as provided in Section Ten above, neither this Lease nor the leasehold estate of Lessee nor any interest of Lessee under this Lease in the Premises or any buildings or improvements on the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatever. Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of Lessor, terminate this Lease. An assignment of this Lease for security purposes in connection with the purchase of the improvements built on the Premises shall not require prior written consent provided that such assignment for security purposes shall be expressly subject to the terms hereof. Upon consent to an assignment, the assignee shall succeed to the interest of the Lessee, and all references herein to Lessee shall apply to such assignee.

SECTION TWELVE. NOTICES

A. All notices, demands, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To Lessor: City of McCall
 216 E. Park St.
 McCall, ID 83638

To Lessee: Gregg Eames
 616 #9 N. Samson Trail
 McCall, ID 83638

B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

SECTION THIRTEEN. TAXES AND ASSESSMENTS

A. Taxes as further Rent. As further Rent under this Lease, Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatever, including all governmental charges of whatever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against the Premises, or any part of the Premises, the leasehold of Lessee in and under this Lease, any building or buildings, or any other improvements now or later on the Premises, or on or against Lessee's estate created by this Lease that may be a subject of taxation, or on or against Lessor by reason of its ownership of the fee underlying this Lease, during the entire term of this Lease, excepting only those taxes specifically excepted below.

B. Assessments affecting improvements. Specifically and without in any way limiting the generality of the provisions of paragraph A of this Section, Lessee shall pay all special assessments and levies or charges made by any municipal or political subdivision for local improvements, and shall pay the same in cash as they shall fall due and before they shall become delinquent and as required by the act and proceedings under which any such assessments or levies or charges are made by any municipal or political subdivision. If the right is given to pay either in one sum or in installments, Lessee may elect either mode of payment and its election shall be binding on Lessor. If, by making any such election to pay in installments, any of the installments shall be payable after the termination of this Lease, the unpaid installments shall be prorated as of the date of termination, and amounts payable after that date shall be paid by Lessor. All of the taxes and charges under this Section shall be prorated at the commencement and expiration of the term of this Lease.

C. Contesting taxes. If Lessee shall, in good faith, desire to contest the validity or amount of any tax, assessment, levy, or other governmental charge agreed in this Section to be paid by Lessee, Lessee shall be permitted to do so, and to defer payment of such tax or charge, the validity or amount of which Lessee is so contesting, until final determination of the contest, on giving to Lessor written notice prior to the commencement of any such contest, which shall be at least sixty (60) days prior to delinquency, and on protecting Lessor on demand by a good and sufficient surety bond against any such tax, levy, assessment, rate, or governmental charge, and from any costs, liability, or damage arising out of any such contest.

D. Disposition of rebates. All rebates on account of any taxes, rates, levies, charges, or assessments required to be paid and paid by Lessee under the provisions of this Lease shall belong to Lessee, and Lessor will, on the request of Lessee, execute any receipts, assignments, or other documents that may be necessary to secure the recovery of any rebates, and will pay over to Lessee any rebates that may be received by Lessor.

E. Receipts. Lessee shall obtain and deliver receipts or duplicate receipts for all taxes, assessments, and other items required under this Lease to be paid by Lessee, promptly on payment of any such taxes, assessments, and other items.

SECTION FOURTEEN. ALTERATIONS

Alterations, improvements, and changes permitted. Lessee shall have the right to make such alterations, improvements, and changes to any building that may, from time to time, be on the Premises as Lessee may deem necessary, or to replace any building with a new one of at least equal value, provided that prior to making any structural alterations, improvements, or changes, or to replacing any building, Lessee shall obtain Lessor's written approval of the plans and specifications, which approval Lessor shall not unreasonably withhold, provided that the value of the building shall not be diminished and the structural integrity of the building shall not be adversely affected by any such alterations, improvements, or changes, or that any proposed new building is at least equal in value to the one that it is to replace, as the case may be. In the event of disapproval, Lessor shall give to Lessee an itemized statement of reasons for the disapproval. If Lessor does not disapprove the plans and specifications provided for in this Section within thirty (30) days after they have been submitted to Lessor, the plans and specifications shall be deemed to have been approved by Lessor. Lessee will in no event make any alterations, improvements, or other changes of any kind to any building on the Premises that will decrease the value of the building, or that will adversely affect the structural integrity of the building. Lessor has the right but not the obligation to post the Premises with appropriate notices of Lessor's non-responsibility.

Disposition of improvements. Any building constructed on the Premises, and all alterations, improvements, changes, or additions made in or to the Premises shall be the property of Lessee, and Lessee shall have a leasehold interest in them, subject to the terms of this Lease.

SECTION FIFTEEN. REPAIRS AND DESTRUCTION OF IMPROVEMENTS

A. Maintenance of improvements. Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to Lessor, keep and maintain the Premises, including all buildings and improvements of every kind that may be a part of the Premises, and all appurtenances to the

Premises, in good, sanitary, and neat order, condition and repair, and, except as specifically provided in this Lease, restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatever.

B. No obligation by Lessor to make improvements. Lessor shall not be obligated to make any repairs, replacements, or renewals, of any kind, nature, or description, to the Premises.

C. Lessee's compliance with laws. Lessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, the improvements on or any activity or condition on or in the Premises.

D. Damage to and destruction of improvements. The damage, destruction, or partial destruction of any building or other improvement that is a part of the Premises shall not release Lessee from any obligation under this Lease. In case of damage to or destruction of any such building or improvement, Lessee shall, at its own expense, promptly repair and restore it to a condition as good or better than that which existed prior to the damage or destruction. Without limiting the obligations of Lessee, it is agreed that the proceeds of any insurance covering damage or destruction shall be made available to Lessee for repair or replacement.

SECTION SIXTEEN. UTILITIES

Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the Premises throughout the term of this Lease, and all other costs and expenses of every kind whatever of or in connection with the use, operation, and maintenance of the Premises and all activities conducted on the Premises, and Lessor shall have no responsibility of any kind for any such utilities.

SECTION SEVENTEEN. LIENS

A. Lessee's duty to keep Premises free of liens. Lessee shall keep all and every part of the Premises and all buildings and other improvements at any time located on the Premises free and clear of any and all mechanics', material suppliers', and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions that Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the Premises, or any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify Lessor and all of the Premises and all buildings and improvements on the Premises from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the Premises.

B. Contesting liens. If Lessee desires to contest any lien, it shall notify Lessor of its intention to do so within thirty (30) days after the filing of the lien. In that case, and provided that Lessee shall, on demand, protect Lessor by a good and sufficient surety bond against any lien and any cost, liability, or damage arising out of such contest, Lessee shall not be in default under this Lease until thirty (30) days after the final determination of the validity of the lien, within which time Lessee shall satisfy and discharge the lien to the extent held valid. However, the satisfaction and

discharge of any lien shall not, in any case, be delayed until execution is had on any judgment rendered on the lien, and such delay shall be a default of Lessee under this Lease.

C. Indemnification. In the event of any such contest, Lessee shall protect and indemnify Lessor against any and all loss, expense, and damage resulting from the contest.

SECTION EIGHTEEN. INDEMNIFICATION OF LESSOR

Lessor shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by Lessee or by any person who may at any time be using or occupying or visiting the Premises or be in, on, or about the Premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind as, or of a different kind than, the matters or things above set forth. Lessee shall indemnify Lessor against any and all claims, liability, loss, or damage whatever on account of any such loss, injury, death, or damage. Lessee waives all claims against Lessor for damages to the building and improvements that are now on or later placed or built on the Premises and to the property of Lessee in, on, or about the Premises, and for injuries to persons or property in or about the Premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of Lessor, its agents, or employees.

Notwithstanding the foregoing, in the event that any agency of the government of the United States of America succeeds to the interest of a Lessee by foreclosure or voluntary surrender of the leasehold interest, or otherwise, any provision herein that is contrary to federal law or regulation shall be null and void and is unenforceable, and failure to meet the terms of this section shall not, under those circumstances constitute a default herein.

SECTION NINETEEN. ATTORNEY'S FEES

If any action at law or in equity shall be brought to recover any Rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

SECTION TWENTY. REDELIVERY OF REAL PROPERTY

Lessee shall pay the Rent in the amounts, at the times, and in the manner provided in this Lease, and shall keep and perform all the terms and conditions on its part to be kept and performed. At the expiration or earlier termination of this Lease, Lessee shall peaceably and quietly quit and surrender to Lessor the Real Property in good order and condition subject to the other provisions of this Lease. In the event of the nonperformance by Lessee of any of the covenants of Lessee undertaken in this Lease, this Lease may be terminated as provided elsewhere in this Lease.

SECTION TWENTY-ONE. REMEDIES CUMULATIVE

All remedies conferred on Lessor in this Lease shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

SECTION TWENTY-TWO. INSURANCE

A. Insurance coverage of Premises. Lessee shall, at all times during the term of this Lease and at Lessee's sole expense, keep all improvements that are now or later a part of the Premises insured against loss or damage by fire and the extended coverage hazards the full replacement value of the improvements, with loss payable to Lessor and Lessee as their interests may appear. Any loss adjustment shall require the written consent of both Lessor and Lessee.

B. Personal injury liability insurance. Lessee shall maintain in effect throughout the term of this Lease personal injury liability insurance covering the Premises and its appurtenances and the sidewalks fronting on them in the amount equal to the Idaho Tort Claim limits now in effect or hereafter amended. Such insurance shall specifically insure Lessee against all liability assumed by it under this Lease, as well as liability imposed by law, and shall insure both Lessor and Lessee but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Lessor and Lessee.

C. Lessor's right to pay premiums on behalf of Lessee. All of the policies of insurance referred to in this Section shall be written in a form satisfactory to Lessor and by insurance companies satisfactory to Lessor. Lessee shall pay all of the premiums for insurance and deliver policies, or certificates of policies, to Lessor. In the event of the failure of Lessee, either to effect insurance in the names called for in this Lease or to pay the premiums for the insurance or to deliver the policies, or certificates of the policies, to Lessor, Lessor shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums for the insurance, which premiums shall be repayable to Lessor with the next installment of Rent. Failure to repay the same shall carry with it the same consequence as failure to pay any installment of Rent. Each insurer mentioned in this Section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to Lessor, that it will give to Lessor thirty (30) days' written notice before the policy or policies in question shall be altered or canceled. Lessor agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by Lessee.

D. Definition of full replacement value. The term "full replacement value" of improvements, as used in this Lease, shall mean the actual replacement cost of the improvements from time to time less exclusions provided in the normal fire insurance policy.

E. Cost of insurance deemed further Rent. The cost of insurance required to be carried by Lessee in this Section shall be deemed to be further Rent under this Lease.

F. Notwithstanding the foregoing, in the event that any agency of the government of the United States of America succeeds to the interest of a Lessee by foreclosure or voluntary surrender of the leasehold interest, or otherwise, any provision herein that is contrary to federal law or

regulation shall be null and void and is unenforceable, and failure to meet the terms of this section shall not, under those circumstances constitute a default herein.

**SECTION TWENTY-THREE. PROHIBITION OF INVOLUNTARY ASSIGNMENT;
EFFECT OF BANKRUPTCY OR INSOLVENCY**

A. Prohibition of involuntary assignment. Neither this Lease nor the leasehold estate of Lessee nor any interest of Lessee under this Lease in the Premises or in the building or improvements on the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatever (except through statutory merger or consolidation, or devise, or intestate succession, excepting foreclosure or voluntary relinquishment in lieu of foreclosure as set forth at Section Ten above); any attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

B. Effect of bankruptcy. Without limiting the generality of the provisions of the preceding paragraph A of this Section, Lessee agrees that if any proceedings under applicable federal bankruptcy laws be commenced by or against Lessee, and, if against Lessee, the proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or if Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which Lessee is a party, with authority to take possession or control of the Premises or the business conducted on the Premises by Lessee, and such receiver is not discharged within a period of thirty (30) days after his or her appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding paragraph A of this Section shall be deemed to constitute a breach of this Lease by Lessee and shall, at the election of Lessor, but not otherwise, without notice or entry or other action of Lessor, terminate this Lease and also all rights of Lessee under this Lease and in and to the Premises and also all rights of any and all persons claiming under Lessee.

SECTION TWENTY-FOUR. NOTICE OF DEFAULT

A. Except as to the provisions of Sections Eleven and Twenty-Three of this Lease, Lessee shall not be deemed to be in default under this Lease in the payment of Rent or in the furnishing of any insurance policy when required in this Lease unless Lessor shall first give to Lessee thirty (30) days' written notice of the default and Lessee fails to cure the default within thirty (30) days.

B. Except as to the provisions or events referred to in the preceding paragraph of this Section, Lessee shall not be deemed to be in default under this Lease unless Lessor shall first give to Lessee thirty (30) days' written notice of the default, and Lessee fails to cure the default within the thirty (30) day period, or, if the default is of such a nature that it cannot be cured within thirty (30) days, Lessee fails to commence to cure the default within the period of thirty (30) days or fails to proceed to the curing of the default with all possible diligence.

SECTION TWENTY-FIVE. DEFAULT

In the event of any breach of this Lease by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the Premises. The property may be removed and stored in a public warehouse or

elsewhere at the cost and for the account of Lessee. Should Lessor elect to reenter, as provided in this Lease, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may either terminate this Lease or it may from time to time, without terminating this Lease, relet the Premises or any part of the Premises for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and on such other terms and conditions as Lessor in the sole discretion of Lessor may deem advisable with the right to make alterations and repairs to the Premises. On each reletting: (a) Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness other than Rent due under this Lease, the reasonable expenses of reletting and of making such alterations and repairs, incurred by Lessor; or (b) at the option of Lessor, rents received by Lessor from reletting shall be applied, first, to the payment of any expenses of reletting and of making alterations and repairs; and second, to the payment of Rent due and unpaid under this Lease, and the residue, if any, shall be held by Lessor and applied in payment of future Rent as it may become due and payable under this Lease. If Lessee has been credited with any rent to be received by reletting under option (a), above, and the rent was not promptly paid to Lessor by the new tenant, or if the rentals received from the reletting under option (b), above, during any month is less than that to be paid during that month by Lessee under this lease agreement, Lessee shall pay any deficiency to Lessor. The deficiency shall be calculated and paid monthly. No reentry or taking possession of the Premises by Lessor shall be construed as an election on the part of Lessor to terminate this Lease unless a written notice of such intention is given to Lessee or unless the termination of this Lease is decreed by a court of competent jurisdiction. In spite of any reletting without termination, Lessor may, at any subsequent time, elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, Lessor may recover from Lessee all damages incurred by reason of the breach, including the cost of recovering the Real Property, and including the worth at the time of termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the Real Property for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

Notwithstanding the foregoing, in the event that Lessee's leasehold interest is subject to an encumbrance by the United States Department of Agriculture, Rural Development program, or similar loan program, Lessor agrees that Lessor will not terminate this Lease unless Lessor has provided advance written notice to said agency of Lessee's default not less than one hundred twenty (120) days prior to such termination and such default remains uncured. Said agency may cure Lessee's default during the one hundred twenty (120) day period

In the event Lessor is in default under any of the terms of this Lease, Lessee shall provide written notice to Lessor specifying the nature of the default and giving Lessor not less than thirty (30) days in which to cure such default. If Lessor fails to cure the default within the time specified in the notice, Lessee shall be entitled to all remedies available to Lessee under Idaho law.

SECTION TWENTY-SIX. LESSOR'S RIGHT TO PERFORM

If Lessee, by failing or neglecting to do or perform any act or thing provided in this Lease by it to be done or performed, shall be in default under this Lease and such failure shall continue for a period of ten (10) days after written notice from Lessor specifying the nature of the act or thing

to be done or performed, then Lessor may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the Premises for such purposes, if Lessor shall so elect), and Lessor shall not be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to Lessee on account of that election. Lessee shall repay to Lessor on demand the entire expense incurred on account of the election, including compensation to the agents and employees of Lessor. Any act or thing done by Lessor pursuant to the provisions of this Section shall not be construed as a waiver of any such default by Lessee, or as a waiver of any covenant, term, or condition contained in this Lease, or of any other right or remedy of Lessor, under this Lease or otherwise. All amounts payable by Lessee to Lessor under any of the provisions of this Lease, if not paid when they become due as in this Lease provided, shall bear interest from the date they become due until paid at the rate of twelve percent (12%) per annum, compounded annually.

SECTION TWENTY-SEVEN. EFFECT OF EMINENT DOMAIN

A. Effect of total condemnation. If the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of the taking, and Lessee shall then be released from any liability subsequently accruing under this Lease.

B. Effect of partial condemnation. If a portion of the Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this Lease as of the date of the taking on giving to Lessor written notice of termination within five (5) days after Lessor has notified Lessee in writing that the property has been so appropriated or taken.

C. If there is a partial taking and Lessee does not so terminate this Lease, then this Lease shall continue in full force and effect as to the part not taken, and the Rent to be paid by Lessee during the remainder of the term, subject to adjustment as provided in the rental adjustment provisions of Section Three of this Lease, shall be prorated.

D. Condemnation award. In the event of the termination of this Lease by reason of the total or partial taking of the Premises by eminent domain, then in any such condemnation proceedings, Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

E. In the event of a partial taking of the Premises and this Lease is not terminated, then Lessee shall have the right to make claim against the condemning or taking authority for only the unamortized cost of the improvements placed on the Premises by Lessee and located on the Premises at the time of the taking or appropriation, which improvements shall be deemed to amortize in equal annual amounts over the period commencing with the date of completion of the improvements and ending thirty (30) years after completion.

SECTION TWENTY-EIGHT. SURRENDER OF LEASE

The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of this Lease, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

SECTION TWENTY-NINE. RIGHT OF FIRST REFUSAL AND EXTENSION OF LEASE TERM

On termination of this Lease for any cause, or upon Lessee's entering into an agreement to sell any building or improvements, Lessor shall have a first right of refusal to purchase any building or improvements on the Premises; provided, however, notwithstanding anything to the contrary herein, except when the lease is terminated for Lessee's failure to timely cure any default, upon the end of the term of this Lease, as provided in Section Two above (including the termination of any renewals thereof), so long as Lessee is not in default under the terms of the Lease, then this Lease shall automatically renew for a successive term of 20 (twenty) years ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease.

SECTION THIRTY. TRANSFER OF SECURITY

If any security is given by Lessee to secure the faithful performance of all or any of the covenants of this Lease on the part of Lessee, Lessor may transfer or deliver the security, as such, to the purchaser of the reversion, if the reversion be sold, and then Lessor shall be discharged from any further liability in reference to the security.

SECTION THIRTY-ONE. WAIVER

The waiver by Lessor of, or the failure of Lessor to take action with respect to, any breach of any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this Lease. The subsequent acceptance of Rent under this Lease by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of a preceding breach at the time of acceptance of Rent.

SECTION THIRTY-TWO. EFFECT OF LESSEE'S HOLDING OVER

Any holding over after the expiration of the term of this Lease, with the consent of Lessor, shall be construed to be a tenancy from month-to-month, at the same Rent as required to be paid by Lessee for the period immediately prior to the expiration of the term of this Lease, and shall otherwise be on the terms and conditions specified in this Lease, so far as applicable.

SECTION THIRTY-THREE. PARTIES BOUND

The covenants and conditions contained in this Lease shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to this Lease. All of the parties shall be jointly and severally liable under this Lease.

SECTION THIRTY-FOUR. TIME OF THE ESSENCE

Time is of the essence of this Lease, and of every covenant, term, condition, and provision of this Lease.

SECTION THIRTY-FIVE. SECTION CAPTIONS

The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

SECTION THIRTY-SIX. GOVERNING LAW

This Lease shall be governed by, construed, and enforced in accordance with the laws of Idaho.

SECTION THIRTY-SEVEN. ENTIRE AGREEMENT

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this Lease.

SECTION THIRTY-EIGHT. MODIFICATION OF AGREEMENT

Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party. In the event that Lessor amends or restates any ground lease it has on any other Greystone Village No. 3 parcel on McCall Avenue, Lessor shall give notice of the amendment or restatement to Lessee who shall then have sixty (60) days after said notice is mailed in which to decide whether to offer to amend this Lease to incorporate the same terms as the other amended or restated lease. If within that sixty (60) day period Lessee notifies Lessor in writing that Lessee offers to amend this Lease accordingly, then Lessor shall consent to such amendment or restatement and the same shall be reduced to writing, signed by the parties, and shall be recorded. In the event that Lessee does not make such offer to amend or restate within sixty (60) days after notice is mailed to Lessee, Lessee shall have no right to amend or restate this Lease unless Lessor, in its sole and absolute discretion, decides to accept such amendment or restatement.

Notwithstanding the foregoing, if the leasehold interest herein or any improvements built thereon are encumbered, no modification shall be effective unless, and until, approved in writing by the holder of such encumbrance.

SECTION THIRTY-NINE. ADDITIONAL DOCUMENTS

The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this Lease.

Each party to this Lease has caused it to be executed on the date hereof.

IN WITNESS WHEREOF, the parties hereto, having been duly authorized, execute this Amended and Restated Ground Lease on the date first written above.

Lessee

By: _____
Gregg Eames

STATE OF IDAHO,)
) ss
County of _____)

On this _____ day of _____, 2010, before me, _____, a Notary Public in and for said State, personally appeared Gregg Eames, known or identified to me to be the person that executed the instrument and acknowledged to me that such person executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

Lessor

CITY OF MCCALL, an Idaho municipal corporation

By: _____
Jackie J. Aymon, Mayor

ATTEST:

By: _____
BessieJo Wagner, City Clerk

STATE OF IDAHO,)
) ss
County of Valley)

On this _____ day of _____, 2017, before me, _____, a Notary Public in and for said State, personally appeared Jackie J. Aymon and BessieJo Wagner known or identified to me to be the Mayor and the City Clerk of the City of McCall, ID, respectively, the Idaho municipal corporation that executed the instrument or the person that executed the instrument on of behalf of said municipal corporation, and the person who attested the Mayor’s signature to the instrument, and acknowledged to me that such municipal corporation executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

**EXHIBIT 1
LEGAL DESCRIPTION
OF
PROPERTY**

Lot 7, Block 3, Greystone Village No. 3, 1551 McCall Avenue, McCall, Valley County, Idaho, according to the official plat thereof, recorded July 31, 2006, as Instrument No. 311462, records of Valley County, Idaho.

Memo



To: City Council
From: Jay Scherer, Airport Manager
CC: BessieJo Wagner, Interim City Manager
Date: 9/5/17
Re: Monthly Department Report – August 2017

1. AIP 23 – Ramp Rehabilitation:

Due to late arrival of grant funds and expected duration of construction, project will slip to Spring 2018. The paving, if we tried to start this year, would extend into November where it is likely temperatures would not favor asphalt paving.

2. Lease Rates and Airport Fees

Lease rates Public Hearing was continued to September 14 Regular Council Meeting. Additional information was provided to City Council at the August 25 Work Session.

3. Land Acquisition

Discovery process is finishing up. The Airport, Finance and City Manager are preparing for mediation scheduled for October 17 in Nampa.

4. Eclipse

While the eclipse did not produce the numbers some had hoped for, the airport had the busiest weekend in the past two summers. Over seventy aircraft were parked on the ramp. A good amount of jet and charter drop-off/pick-ups were observed.

5. Noxious Weed Spraying

On August 16 & 17, Valley County Weed and Pest Control brought staff and volunteers to augment Parks and Airport staff in spraying the Airport and other City owned property. The City will provide reciprocal support for weed spray events through the fall.

Memo



To: City Council
From: Michelle Groenevelt, Community and Economic Development Director
CC: BessieJo Wagner, Interim City Manager
Date: 9/6/17
Re: Monthly Department Report – August 2017

1. McCall In Motion:

The draft McCall Area Comprehensive Plan was out for public review in August. The public can still make comments on the draft Plans. There is still a 3rd party reviewer looking at the Comp Plan for suggestions and edits. The presentation of the Comprehensive and Transportation Master Plan will occur October 2-4 for the governing boards and the public. McCall In Motion will have a booth at the Economic Development Summit on October 2. October 3 will be the presentation to the McCall Area Planning and Zoning Commission at 3:30 p.m. and there will be a presentation for the public at 5:30 p.m. October 4 will be a public presentation 11 a.m. to 1 p.m., and a Special City Council Meeting at 5:30 p.m.

2. Housing:

A draft Housing Strategy is still being developed by Zions. They are working to tailor the strategy to be more specific to McCall and the market conditions. There will be a housing panel at the Economic Development Summit (at Shore Lodge) on October 2.

3. Code Update:

The Code Update is underway by code writer Jim Carter from Logan Simpson. So far, the effort has been directed at reorganizing the code to make it easier to use. Also, certain Design Guidelines will be codified into the draft code to create more certainty for the design and development community. An overview of the process will be presented at the October 4 meeting.

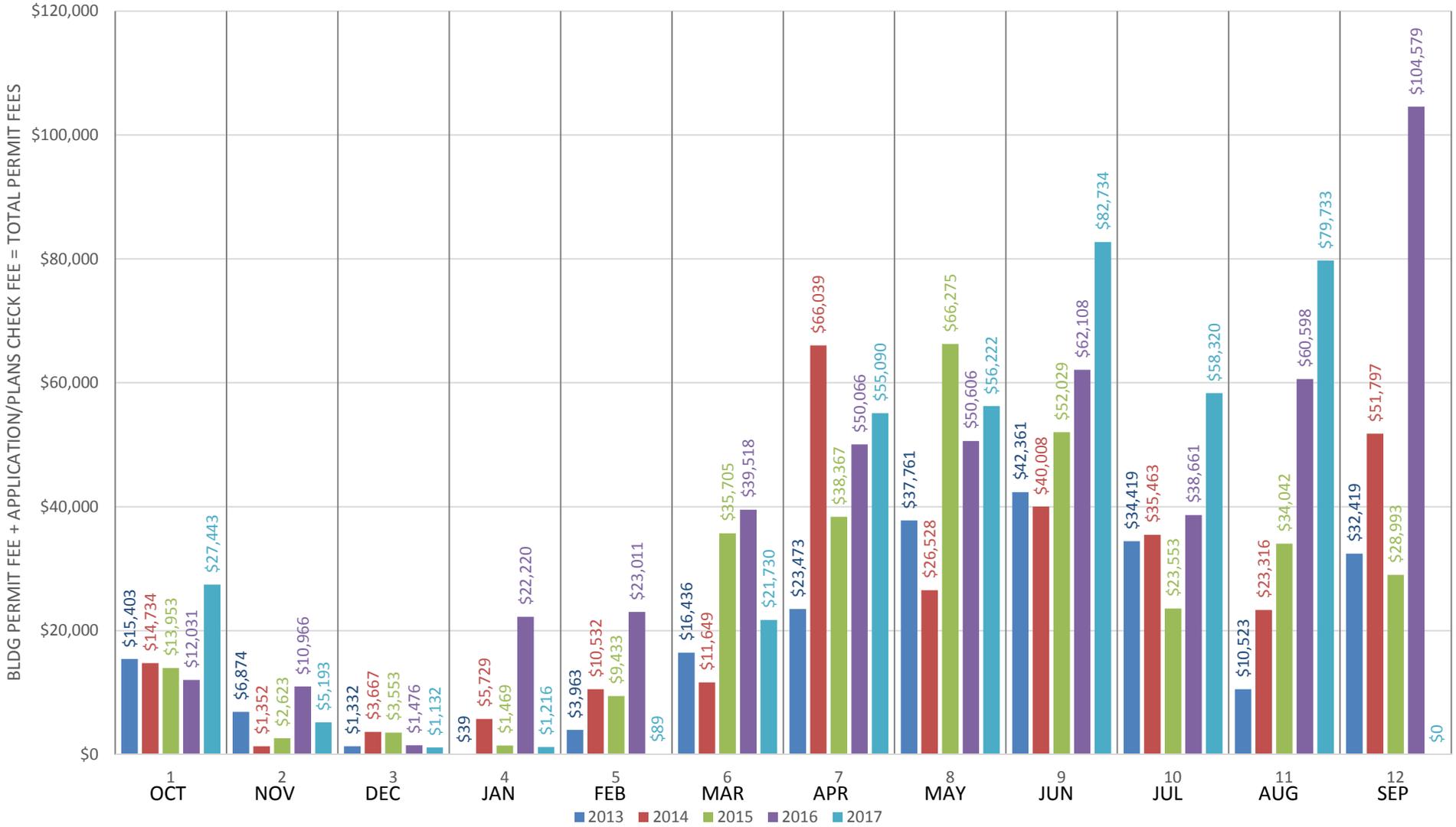
4. BSU Student Projects:

Staff has been working with the Public Policy Program at BSU where students are working on researching two topics areas for the City of McCall: Fireworks in McCall, and Short-Term Rentals. The research will be presented to the City Council in November or early December to help frame the policies issues associated with the topics.

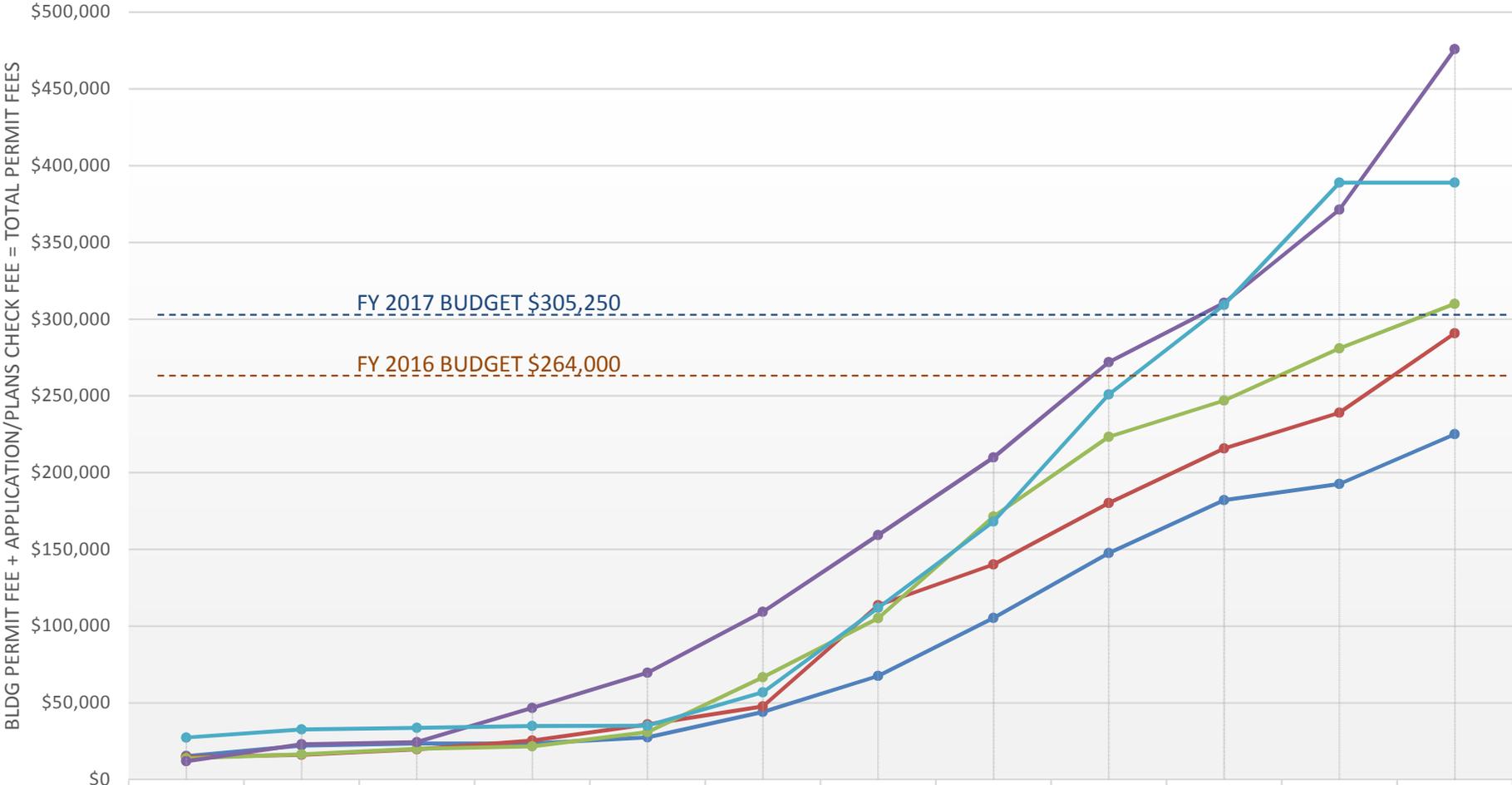
5. Department Transition:

Effective October 1, 2017, Delta James will leave the position of City Planner (she served 6 years) to take on the position of the Economic Development Planner. Delta has a wealth of knowledge and professional experience in economic development. This position still includes centralized grant writing for the City of McCall. Delta has experience in grant writing and is a certified Block Grant Administrator. Morgan Bessaw (currently the Permit Technician) was hired as the City Planner also effective October 1. Morgan holds a Master's in Planning and has done an excellent job serving the Department and community over the past 2 years. We are now advertising for the Permit Tech position and anticipate this position will not be filled by October 1.

TOTAL BLDG PERMIT FEES - PER MONTH - FISCAL YEAR



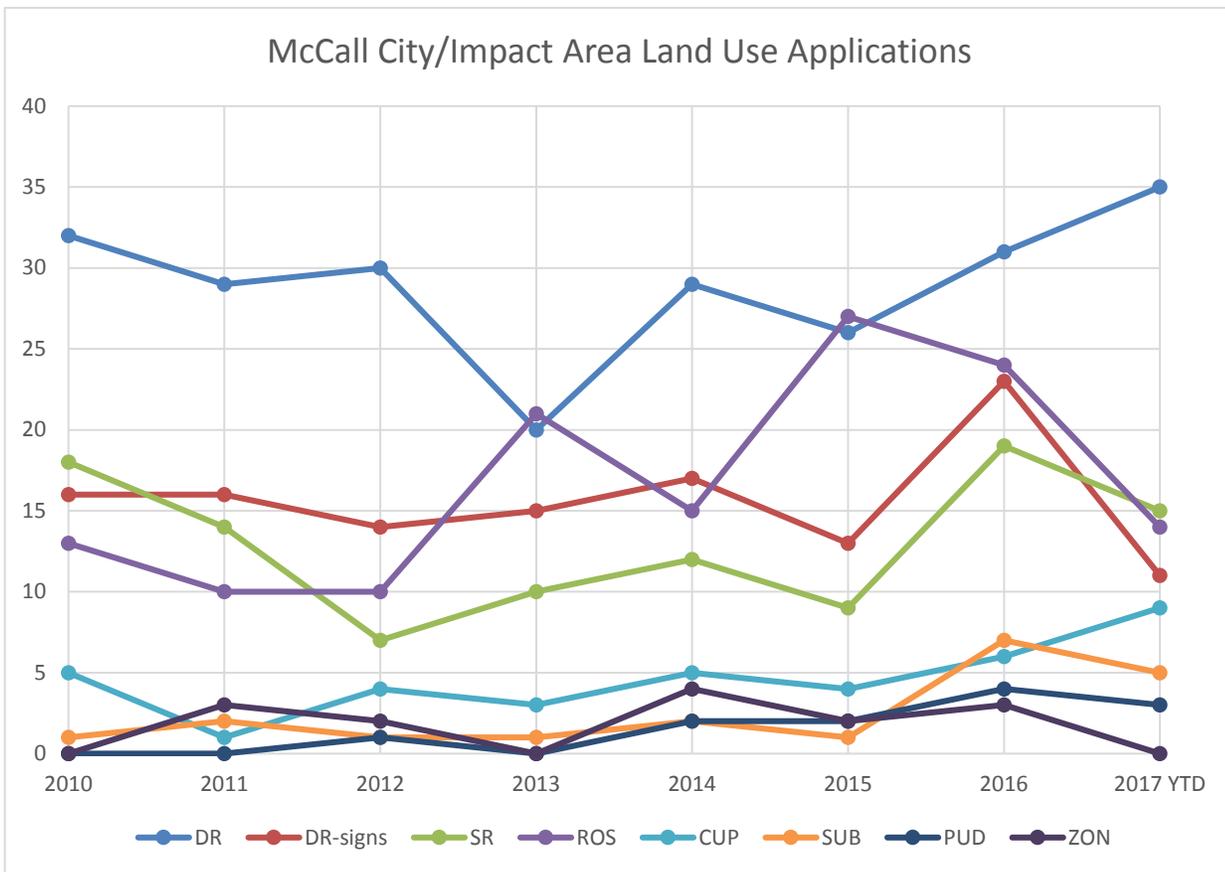
BLDG PERMIT FEES - RUNNING TOTAL - FISCAL YEAR



| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|------|----------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 2013 | \$15,403 | \$22,277 | \$23,610 | \$23,649 | \$27,611 | \$44,047 | \$67,520 | \$105,281 | \$147,642 | \$182,061 | \$192,584 | \$225,003 |
| 2014 | \$14,734 | \$16,086 | \$19,753 | \$25,482 | \$36,014 | \$47,662 | \$113,701 | \$140,229 | \$180,237 | \$215,700 | \$239,016 | \$290,813 |
| 2015 | \$13,953 | \$16,575 | \$20,129 | \$21,598 | \$31,031 | \$66,736 | \$105,103 | \$171,378 | \$223,407 | \$246,960 | \$281,001 | \$309,994 |
| 2016 | \$12,031 | \$22,997 | \$24,472 | \$46,692 | \$69,703 | \$109,221 | \$159,287 | \$209,892 | \$272,001 | \$310,661 | \$371,259 | \$475,838 |
| 2017 | \$27,443 | \$32,636 | \$33,768 | \$34,984 | \$35,073 | \$56,803 | \$111,893 | \$168,114 | \$250,848 | \$309,168 | \$388,901 | \$388,901 |

OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEP

| | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 YTD |
|-----------------|------|------|------|------|------|------|------|----------|
| DR | 32 | 29 | 30 | 20 | 29 | 26 | 31 | 35 |
| DR-signs | 16 | 16 | 14 | 15 | 17 | 13 | 23 | 11 |
| SR | 18 | 14 | 7 | 10 | 12 | 9 | 19 | 15 |
| ROS | 13 | 10 | 10 | 21 | 15 | 27 | 24 | 14 |
| CUP | 5 | 1 | 4 | 3 | 5 | 4 | 6 | 9 |
| SUB | 1 | 2 | 1 | 1 | 2 | 1 | 7 | 5 |
| PUD | 0 | 0 | 1 | 0 | 2 | 2 | 4 | 3 |
| VAC | 0 | 0 | 0 | 0 | 1 | 1 | 2 | 0 |
| VAR | 2 | 1 | 1 | 0 | 0 | 0 | 0 | 0 |
| ZON | 0 | 3 | 2 | 0 | 4 | 2 | 3 | 0 |
| TOTAL | 87 | 76 | 70 | 70 | 87 | 85 | 119 | 92 |



Note: The totals above do not include Administrative Approval, Annexation, Development Agreement, Shoreline, or Code Amendment applications.

Memo



To: City Council
From: Linda Stokes, Treasurer
CC: BessieJo Wagner, Interim City Manager
Date: 9/8/17
Re: Monthly Department Report – August 2017

1. Sewer Annexation:

Finance staff is working to close out the City Sewer Fund as of August 31, 2017. Staff is working with vendors that supplied goods and services for sewer services up to August 31 to submit all invoices for payment. The Sewer Fund available cash held in the Local Government Investment Pool, LGIP #1181, was transferred to the City Combined checking account to be remitted to the PLRWSD less retainage of \$180,000 to pay Sewer Fund liabilities through August 31, 2017. A check in the amount \$1,484,204 is ready to send to PLRWSD once funds are available and deposited in the City Combined checking account. The City will bill for August services and continue to accept payment for sewer services until the August services are considered due and delinquent, October 10, 2017. At that time remaining sewer service accounts receivable and all remaining cash will be transferred to PLRWSD. The Treasurer will work closely with the PLRWSD Administrator to compile a final accounting for review and approval by both the City Council and the District Board.

Memo



To: City Council
From: Eric McCormick, Golf Course Superintendent
CC: Bessie Jo, Interim City Manager
Date: 9/7/2017
Re: Monthly Department Report - Golf

1. Weather

August was hot and dry, and what rain there was did not settle the dust. However, the cooler nights are helping.

2. Staff

At the end of August, the Golf Course lost the last of the summer seasonal staff. Another long term seasonal staff person was hired but he quit after a week. Also, down one long term seasonal staff person due to illness the last week and a half. Currently working at trying to recruit a past employee back for the remainder of the season.

3. Greens

Greens are recovering from all of the tournament play and were top-dressed twice during the month. Also needle tined and over-seeded all of the greens.

4. Practice Green Expansion

The practice green expansion has worked out nicely and is being thoroughly used. There has been many good comments about the expansion.

5. Golf Course Play

Rounds were up in August compared to last year but the Golf Course is still running behind last year's year to date numbers. If September is normal, we should be able to make budget.

6. Tournaments

Tournaments were full with almost a tournament a week all month. The 2 man scramble in September has 60 teams on the waiting list and has been full all summer.

7. USGA Agronomy Tour

The USGA Agronomy Tour was very helpful as to Course's future planning. There has been some pressure to change the aerification process but the recommendation was to continue what is currently being done because of the multiple types of soil in the greens.



Memo

To: City Council
From: David Simmonds, Information Systems Manager
CC: BessieJo Wagner, Interim City Manager
Date: 9/2/17
Re: Monthly Department Report – August 2017

1. Application Software:

Laserfiche: A change from our in-house Laserfiche Avante to the Laserfiche Cloud records management platform has been proposed and is in the final approval process. The “cloud” platform provides efficient, effective public access to public records. Presently, a public records request can be difficult, expensive and time consuming for City Clerk staff and others. The new platform offers comprehensive security and the ability to selectively grant public access to records as appropriate.

Office 365 / Hosted email / Sharepoint: Planning and preparation, including staff, vendor and legal consultation for this multi-phased project continue. A corporate acquisition and layoffs have interrupted our preferred vendor process, though they may now be back on track. It’s a large change in the way information will be organized and delivered to City staff, and reflects global changes in the delivery of information and services.

Asset Management: A broad discussion and assessment of several City asset and process management platforms is under discussion, and is intended to streamline staff workflows and provide the data to support infrastructure management, capital maintenance and capital replacement decisions.

2. Network Infrastructure:

Upgrades: City staff and facilities are distributed broadly across the McCall area, and this distributed “campus” requires extensive, and sometimes expensive, network infrastructure to insure usable facilities and a productive workforce. Upgrades of existing wireless point-to-point or “bridge” networks are underway.

Deinhard Lane: Planning and preparation for a new fiber segment between City Hall and City-utilized facilities along Deinhard Lane will continue into FY18. It is expected that this fiber project will include participation of the McCall-Donnelly School District, which is also seeking a permanent fiber network between the two school campuses. The route of this fiber segment will generally accommodate both entities. Endpoint equipment to provision fiber networks is being purchased and installed now.

Memo



To: City Council
From: Meg Lojek, Library Director
CC: BessieJo Wagner, Interim City Manager
Date: 9/7/2017
Re: Monthly Department Report – August 2017

1. Staff Changes:

Katrina Luiz was hired as front desk Library Associate. Katrina was formerly a Friends of the Library volunteer and our temp worker for the Idaho Room historical files. Glad to welcome her aboard to fill our permanent, part-time position.

The work to digitize the historical records is completed on the Library's end; the U of I consultant is still working on getting the metadata sorted to become live on the website for public access. Grant requirements have been met.

2. Library Expansion:

Final report from Markley LLC is expected to be accepted by the Board of Trustees at their September 21 meeting. Report shows very positive support from the community. Our project has been tested and it's a high priority among those surveyed.

The Library is pleased to accept grant monies this month to support the library expansion campaign:

- Payette Lakes Progressive Club \$5,000
- Laura Moore Cunningham Foundation \$50,000

Library Board of Trustees advised representatives from the Ponderosa Center in McCall that although the library wishes to keep lines of communication open between the two projects, at this time the library will continue to develop plans for an expansion at our current location as part of the overall City campus growth and improvements.

3. Programs:

September is Library Card signup month! New library members will be entered into a drawing to win one of two new Kindle e-readers, sponsored by Friends of the Library.

Solar eclipse: 130 people crammed into the Library aisles, floors, and doorway to learn about the eclipse from NASA scientist Dr. John Keller. (2,000 safety glasses were provided to the public, while supplies lasted.)

Doing Democracy community conversations continue at the Library **September 19th** to discuss how to take care of ourselves, our public waters, and our public lands. Support comes from St. Luke's McCall.

Idaho Wilderness Considered is up for Idaho Book of the Year award; editors and contributors (superheroes in the Idaho conservation world) will present a panel discussion at the Library **September 26th**, in partnership with the Selway Bitterroot Frank Church Wilderness Foundation.

Library Statistics -- FY2017

| | Oct-16 | Nov-16 | Dec-16 | Jan-17 | Feb-17 | Mar-17 | Apr-17 | May-17 | Jun-17 | Jul-17 | Aug-17 | Sep-17 | Totals |
|----------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 2 - 000-099 | 3 | 8 | 5 | 4 | 7 | 6 | 7 | 3 | 8 | 6 | 4 | | |
| 3 - 100-199 | 16 | 14 | 23 | 19 | 21 | 14 | 18 | 21 | 24 | 24 | 27 | | |
| 4 - 200-299 | 17 | 12 | 18 | 19 | 15 | 17 | 13 | 17 | 13 | 16 | 21 | | |
| 5 - 300-399 | 60 | 61 | 40 | 49 | 58 | 78 | 56 | 58 | 63 | 46 | 56 | | |
| 6 - 400-499 | 3 | 3 | 7 | 8 | 3 | 3 | 7 | 8 | 8 | 9 | 5 | | |
| 7 - 500-599 | 34 | 39 | 57 | 37 | 24 | 27 | 41 | 25 | 43 | 48 | 32 | | |
| 8 - 600-699 | 82 | 84 | 37 | 47 | 80 | 58 | 96 | 102 | 60 | 67 | 76 | | |
| 9 - 700-799 | 38 | 65 | 52 | 44 | 56 | 90 | 80 | 81 | 63 | 53 | 38 | | |
| 10 - 800-899 | 23 | 35 | 30 | 34 | 28 | 24 | 15 | 26 | 30 | 31 | 40 | | |
| 11 - 900-919.9 | 31 | 28 | 13 | 22 | 15 | 34 | 33 | 54 | 39 | 27 | 21 | | |
| 12 - 929-999 | 55 | 55 | 44 | 67 | 63 | 61 | 62 | 66 | 45 | 57 | 77 | | |
| 13 - Adult Fiction | 701 | 768 | 709 | 735 | 576 | 748 | 626 | 675 | 841 | 870 | 886 | | |
| 14 - Audio Books Circ Set | 26 | 41 | 43 | 36 | 35 | 66 | 32 | 21 | 96 | 54 | 14 | | |
| 15-Audio Players | 1 | 2 | 2 | 6 | 4 | 2 | 4 | 1 | 4 | 0 | 0 | | |
| 16 - Biography | 27 | 31 | 34 | 30 | 17 | 36 | 30 | 29 | 21 | 25 | 27 | | |
| 17 - Board Books | 130 | 98 | 90 | 54 | 58 | 56 | 95 | 119 | 112 | 136 | 118 | | |
| 18 - CD Fiction Books | 228 | 190 | 143 | 173 | 163 | 219 | 178 | 193 | 184 | 123 | 174 | | |
| 19 - CD Junior Books | 51 | 53 | 34 | 30 | 20 | 77 | 51 | 35 | 45 | 52 | 30 | | |
| 20 - CD Non-Fiction Books | 31 | 32 | 7 | 16 | 19 | 23 | 7 | 23 | 20 | 35 | 26 | | |
| 21 - CD YA Books | 5 | 5 | 5 | 5 | 7 | 13 | 8 | 1 | 6 | 20 | 5 | | |
| 22 - Chapter books | 145 | 165 | 103 | 151 | 167 | 211 | 177 | 178 | 291 | 328 | 251 | | |
| 23- Computer Software | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | | |
| 25 - Dawn Moudy Collection | 5 | 5 | 2 | 0 | 4 | 4 | 6 | 10 | 11 | 7 | 6 | | |
| 26 - DVD Blu-Ray | 13 | 16 | 17 | 17 | 8 | 11 | 13 | 15 | 17 | 13 | 6 | | |
| 27 - DVD Circ Set | 31 | 57 | 67 | 41 | 43 | 85 | 47 | 76 | 105 | 112 | 54 | | |
| 28 - DVD Fiction | 228 | 342 | 368 | 268 | 375 | 398 | 399 | 378 | 384 | 328 | 380 | | |
| 29- DVD Kids | 93 | 125 | 174 | 133 | 199 | 207 | 191 | 150 | 248 | 251 | 181 | | |
| 30 - DVD Non-Fiction | 64 | 41 | 35 | 40 | 57 | 43 | 48 | 34 | 65 | 47 | 42 | | |
| 31 - E Non-Fiction | 68 | 47 | 32 | 44 | 48 | 39 | 67 | 42 | 66 | 68 | 40 | | |
| 32 - Eames Collection | 3 | 5 | 2 | 0 | 7 | 0 | 6 | 9 | 5 | 2 | 0 | | |
| 33 - Early Readers | 149 | 159 | 81 | 122 | 111 | 148 | 146 | 77 | 158 | 214 | 161 | | |
| 34 - Idaho Archives | 1 | 3 | 0 | 0 | 0 | 1 | 4 | 0 | 0 | 6 | 3 | | |
| 35 - Idaho Room | 57 | 36 | 57 | 48 | 87 | 77 | 100 | 52 | 92 | 87 | 94 | | |
| 36 - Independent Films | 27 | 19 | 0 | 18 | 26 | 18 | 10 | 2 | 14 | 10 | 25 | | |
| 37 - Junior Biography | 16 | 14 | 13 | 25 | 37 | 63 | 14 | 8 | 23 | 20 | 12 | | |
| 38 - Junior Non-Fiction | 378 | 293 | 230 | 309 | 326 | 378 | 302 | 284 | 473 | 495 | 411 | | |
| 39 - Junior Readers | 247 | 237 | 229 | 220 | 243 | 367 | 292 | 250 | 513 | 559 | 476 | | |
| 40 - Junior Spanish | 23 | 25 | 24 | 29 | 9 | 15 | 16 | 37 | 19 | 19 | 25 | | |
| 41 - Kit | 20 | 18 | 9 | 22 | 23 | 22 | 16 | 11 | 28 | 14 | 13 | | |
| 42 - Large Print | 117 | 74 | 72 | 94 | 103 | 114 | 112 | 114 | 127 | 106 | 102 | | |
| 43 - Magazine | 45 | 93 | 32 | 49 | 38 | 34 | 39 | 41 | 46 | 52 | 66 | | |
| 44 - Map | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 3 | | |
| 45 - Oversized | 1 | 3 | 0 | 7 | 0 | 1 | 8 | 3 | 3 | 0 | 3 | | |
| 46 - Parenting | 10 | 10 | 0 | 0 | 2 | 1 | 0 | 3 | 2 | 2 | 0 | | |
| 47 - Professional | 0 | 0 | 0 | 0 | 3 | 0 | 1 | 0 | 1 | 0 | 3 | | |
| 48 - Reference | 0 | 1 | 0 | 0 | 0 | 2 | 3 | 3 | 0 | 1 | 6 | | |
| 49 - Spanish | 6 | 5 | 4 | 1 | 5 | 6 | 4 | 17 | 9 | 0 | 6 | | |
| 50 - Story Books | 839 | 712 | 771 | 801 | 853 | 854 | 831 | 682 | 776 | 716 | 781 | | |
| 51 - Story Collection | 19 | 23 | 17 | 19 | 12 | 14 | 4 | n/a | n/a | n/a | n/a | n/a | 108 |
| 52 - Y A Non-Fiction | 32 | 40 | 39 | 24 | 22 | 25 | 16 | 38 | 42 | 24 | 24 | | |
| 53 - Young Adult Fiction | 104 | 113 | 113 | 85 | 69 | 112 | 92 | 118 | 196 | 191 | 170 | | |
| | | | | | | | | | | | | | |
| Adult Circulation | 2003 | 2178 | 1937 | 1948 | 1954 | 2316 | 2111 | 2160 | 2443 | 2264 | 2323 | | |
| Young Adult Circulation | 141 | 158 | 157 | 115 | 98 | 150 | 116 | 157 | 244 | 235 | 199 | | |
| Children's Circulation | 2159 | 2006 | 1790 | 1940 | 2094 | 2437 | 2198 | 1873 | 2752 | 2872 | 2499 | | |

| | | | | | | | | | | | | | |
|--------------------------------|------|------|------|------|------|------|------|------|------|------|------|--|--|
| Circulation Totals | 4337 | 4376 | 3913 | 4028 | 4177 | 4932 | 4449 | 4210 | 5462 | 5396 | 5049 | | |
| Attendance | 2514 | 2172 | 1905 | 2303 | 2278 | 2615 | 2468 | 2342 | 3118 | 2919 | 3010 | | |
| Computer Usage | 480 | 443 | 378 | 376 | 504 | 521 | 453 | 384 | 536 | 646 | 617 | | |
| Wireless Usage | 131 | 133 | 111 | 167 | 135 | 108 | 114 | 117 | 270 | 266 | 298 | | |
| ILL's Received | 34 | 34 | 29 | 25 | 31 | 29 | 24 | 20 | 23 | 25 | 28 | | |
| ILL's Sent Out | 1 | 3 | 2 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | | |
| Reference Requests | 429 | 406 | 305 | 425 | 409 | 482 | 301 | 388 | 494 | 548 | 637 | | |
| Food for Fines | 12 | 62 | 0 | 135 | 41 | 81 | 71 | 141 | 102 | 78 | 95 | | |
| Number of volunteers | 46 | 36 | 21 | 27 | 21 | 26 | 22 | 18 | 26 | 23 | 18 | | |
| Total hours of volunteers | 71 | 55 | 33 | 50 | 30 | 29 | 31 | 65 | 58 | 47 | 29 | | |
| Adult Program Attendance | 43 | 154 | 37 | 134 | 108 | 44 | 134 | 80 | 72 | 27 | 22 | | |
| Young Adult Program Attendance | 33 | 68 | 35 | 36 | 35 | 26 | 35 | 68 | 115 | 82 | 49 | | |
| Children's Program Attendance | 319 | 483 | 493 | 422 | 562 | 516 | 550 | 596 | 429 | 371 | 235 | | |
| All Ages Program Attendance | 0 | 100 | 52 | 0 | 0 | 21 | 4 | 10 | 160 | 0 | 155 | | |



McCall Public Library

September 2017 Programs

McCall Public Library 208-634-5522

Hours: Monday-Friday 10-6pm; Saturday 10-2pm; Sunday closed

Library CLOSED September 4th

www.mccall.lili.org

| Mon | Tue | Wed | Thu | Fri | Sat |
|---|--|--|------------------------------|---|-----|
| 28 | 29 3:30- 5:30 Tech Tuesday | 30 10:30-11:00 StoryStop | 31 10:30-11:30 Story Time | 1 11:00-1:00 Help with E-Books | 2 |
| 4 LIBRARY CLOSED Labor Day | 5 3:30- 5:30 Tech Tuesday | 6 10:30-11:00 StoryStop | 7 10:30-11:30 Story Time | 8 11:00-1:00 Help with E-Books | 9 |
| 11 | 12 3:30- 5:30 Tech Tuesday | 13 10:30-11:00 StoryStop | 14 10:30-11:30 Story Time | 15 11:00-1:00 Help with E-Books 3:30-5:00 Let's Lego | 16 |
| 18 | 19 3:30- 5:30 Tech Tuesday 6:30-8:30—Doing De- mocracy | 20 10:30-11:00 StoryStop | 21 10:30-11:30 Story Time | 22 11:00-1:00 Help with E-Books 3:30-5:00 Get Artsy | 23 |
| 25 | 26 3:30- 5:30 Tech Tuesday 6:30 - Idaho Wilderness Considered | 27 10:30-11:00 StoryStop 5:00-7:00 Plant Clinic | 28 10:30-11:30 Story Time | 29 11:00-1:00 Help with E-Books 3:30-5:00 Makerspace | 30 |

SPECIAL EVENTS:

September is Library Card Sign –Up Month!
Sign up in September for your chance to win a Kindle! and other cool prizes!

Let's Lego

Friday, September 15th 3:30-5:00

Participants can free-build or participate in our monthly Lego activity/challenge. Build anything you can imagine; we have the materials. We hope to see you there!

Doing Democracy

Tuesday, September 19th 6:30-8:30

The McCall Public Library invites you to join community dialogues on local issues and topics. Childcare will be provided.

Get Artsy

Friday, September 22nd 3:30-5:00

Introducing a new monthly after school program. Older elementary school aged kids (3rd-8th grade) will dabble in a variety of creative and artistic techniques. Supplies are limited, so monthly sign up is required. Younger students must be accompanied by an adult. The first program we will be making a wire self-portrait in the style of Picasso.

2017 Master Gardeners Plant Clinic

Wednesday, September 27th 5:00-7:00 pm
 Bring your plants and questions chat with a local master gardener!

Idaho Wilderness Considered

Tuesday, September 26th at 6:30pm

Several contributors to the book *Idaho Wilderness Considered*, an anthology of essays, photos, and other reflections exploring the history and meaning of wilderness in Idaho, will make a presentation at McCall Public Library. The event is free and open to the public.

Makerspace

Friday, September 29th 3:30-5:00

Makerspace is back! This month we will be making buttons with the library's new button maker. Join us after school and deck out your backpack with a fun new button.

ONGOING PROGRAMS:

Tech Tuesday ~ Tuesdays— 3:30pm-5:30pm –Dedicated time for 3D printing, and play board games with us while you wait for your print! Ages 7 and up.

Help with E-Books ~ Fridays—11:00am-1:00pm— Bring in your tablet or phone, and we will help you get Overdrive set up with your library account. Call for an appointment.

Story Stop ~ Wednesdays 10:30 – 11:00 am A streamlined library story time with rhymes & games for children ages 0-3 (with adult).

Children's Story Time ~ Thursdays 10:30- 11:30 Ages 3-5 (with adult). Preschool stories, art, and social time.

Memo



To: City Council
From: Kurt Wolf, Parks & Recreation Director
CC: BessieJo Wagner, Interim City Manager
Date: 08/30/17
Re: Monthly Department Report – August 2017

1. Summer/Fall Rec Programs & Special Events

Summer/Fall Recreation Programs: Summer programs wrapped up in mid-August, with all programs a success. Each program was able to bring in a little money or break-even. Recreation staff will review what went well, what they would like to see happen, collect responses from participants and make suggestions to improve programs for next summer.

The adult softball program was primarily run by Rec Aid Stephen Kostoff, who did a phenomenal job; tasks included scheduling umpires, creating game and tournament schedules, being present during all games, dressing the fields multiple times each week, ordering field supplies, communicating with team captains and settling any disputes in a professional manner. Kurt and Tara were present for a few games; however, Stephen had the whole league under control and they felt confident in his abilities.

Fall programming will begin in early September with fall soccer. The Senior wood-bat softball tournament is scheduled mid-September, and Stephen is helping to support, dress fields and umpire for the whole weekend. Stephen is starting an adult 3-on-3 basketball league, to start in November and run through mid-December. Our department has relied heavily on Stephen's expertise and passion for panning adult leagues, and will be sorry to lose him; this is his 4th season with the recreation department.

Parks is working with volunteers, the school district and Idaho First Bank on organizing fall/winter activities; including, youth basketball, 4 sessions of tots & tykes, open-gym Pickleball, adult basketball, indoor soccer, photo contest and trips/tours with Senior Center (Boise trip in October and weekly visits to Cascade Rec Center pool).

Special Events: The Mile High Mile open-water swim was held on Saturday, August 19. A total of 37 people registered, 35 swam. A total of 6 volunteer safety boaters and many supporters were present for the whole event. The event started at 8:30 a.m. and was wrapped up (with awards and all) by 11:00 a.m. Before awards were handed out, Kurt Wolf, Mayor Jackie and Craig Vroom, The Rotary Club president, all said some words about Rotary Park and the completion of park improvements. The

department will discuss date change and strategy to increase numbers for next year. While the event did not lose money, we keep decreasing in registrations.

2. Brown Park Capital Improvements:

A re-submittal of the site plan to Planning and Zoning will take place in October based on community and neighborhood feedback regarding the proposed changes. There is now a design and a cost estimate of one of the concepts. Beginning the application process for an IDPR grant which could potentially double the budget for a new play structure for FY18. Securing additional funds would allow us to better meet the desires of the community as it relates to site improvements and the selection of a play structure.

3. Parks Overview and Staffing:

Parks are in good shape and staff will be focusing on deferred maintenance items as crowds thin through the end of August and into September. Projects will include: Punch list items at Rotary Park, shoreline maintenance at Brown Park, tree and brush removal, pathway crack sealing, dock maintenance, shoreline cleanup North of marina, and painting projects.

Parks Superintendent position has been advertised and currently accepting/reviewing applications and recruiting applicants.

4. Noxious Weed Program:

The program will wrap up by mid-September with two more Upper Payette Cooperative Weed Management Area (UPCWMA) projects in Cascade with the Valley County Weed Department. The County provided labor, equipment, and herbicide for two days of work in McCall at the Airport, Riverfront Park, and throughout the industrial business districts and sewer treatment facilities in late August. We anticipate building a stronger partnership going into next year with the UPCWMA. This will involve support from Public Works, the Airport, and possibly the Golf Course in the form of labor hours, equipment, and vehicles for travel to the scheduled cooperative spray days in other counties and areas. (See attached)

5. Shoreline Cleanup Efforts North of the Marina:

Staff is coordinating the movement of old dock debris in late August and early September north of the marina in preparation for a cleanup effort once the lake drops and boat traffic slows down at the ramp.

Review of both the City and County ordinance regarding dock debris and dock construction will take place in October-November. This will be a collaborated effort between the City, County, and Idaho Department of Lands (IDL). A management plan/proposal for the future use of this area will be outlined throughout the winter months. We will submit an application for encroachment permit for a swim buoy line over the course of the winter with IDL to further define the use of this area and eliminate future dumping.

Kurt Wolf

From: Kari Allred <kallred@co.boise.id.us>
Sent: Tuesday, August 29, 2017 1:44 PM
To: AJ Mondor; Andrea Cox (andreacox@fs.fed.us); Ben Gau (BenGau1121@gmail.com); Black, Myra L -FS; Bratlie, Beth L -FS (bbratlie@fs.fed.us); Dan Safford; Dave Mayes (jamesd@fs.fed.us); Dean Johnson; Diane Green (dgreen@idl.idaho.gov); Donna Reed (dlreed@fs.fed.us); Elizabeth Moore (elizabethmoore@fs.fed.us); Erin Morra (erin.morra@id.usda.gov); Gilbert Jackson (GRJackson@fs.fed.us); Jake Wyant; Jasen King (jking@idl.idaho.gov); Kari Allred; Kurt Wolf; Liese Dean; Lonnie Huter (Lonnie_huter@blm.gov); McMorris, Brian S -FS; Michael D Feiger; Mike Bottoms; Monika Trapp; Monte Miller; Nic Zurfluh (Nicholas.Zurfluh@agri.idaho.gov); Paul Rekow; Ruth Luke (rluke@idl.idaho.gov); Shawn Strong (shawn.strong@itd.idaho.gov); Sheryl Stelling (sstelling@idahorcd.org); Steve Anderson (sanderson@co.valley.id.us); Steven Dempsey ; Tammy McGinnis (tammy.mcginis@id.nacdnet.net)
Subject: UPCWMA Cascade Project Sept. 6

Good Morning All,

This is a reminder to attend the upcoming Cascade Reservoir Canada Thistle project.

Date: September 6, 2017

Time: 9:00am

Meeting Location: Anderson Creek Snowmobile Parking area. Forest Service Road 435.

Directions: Turn West onto Old State Hwy at Howdys.

Then Left onto Lakeshore Road at the Boat Ramp Parking Area/Golf Course.

Then Right onto W. Mountain Road.

Then Left onto FS Road 435, Anderson Creek Road.

Then Right into the Anderson Creek Snowmobile Parking area.

If you have any questions, please call Steve Anderson at (208) 382-7199.

Kari Allred

Solid Waste and Noxious Weeds Dept.

Mailing: PO Box 309

Physical Address: 201/203 Old Emmett Road

Horseshoe Bend, Idaho 83629

Boise County

208-793-2447

kallred@co.boise.id.us

Memo



To: City Council
From: Justin Williams, Police Chief
CC: BessieJo Wagner, Interim City Manager
Date: 9/7/2017
Re: Monthly Department Report – August 2017

1. Personnel Changes

Lorraine Brush accepted a position with Payette Lakes Water and Sewer District. Her last day with the McCall Police Department was Friday, September 1, 2017. Lorraine worked for the City of McCall for a little over 10 years first as the Administrative Assistant at Public Works and then as the Evidence Technician/Administrative Assistance for the Police Department.

The McCall Police Department is currently recruiting for the Evidence Technician /Administrative Assistant position.

2. Officer Training

Seth Arrasmith attended the Gracie Jujitsu Ground Fighting Academy in Arlington, Texas, August 15-21, 2017.

3. Hosted Training

The McCall Police Department will host Crisis Intervention Training October 2, 2017 at the McCall Fire Department. The training is designed to help first responders effectively manage incidents involving people in a behavioral health crisis.

The training is a collaboration between the McCall Police Department, the Idaho Department of Health and Welfare, the Boise Police Department, and the Valley County Prosecuting Attorney's Office.

Memo



To: City Council
From: Nathan Stewart, Public Works Director
CC: BessieJo Wagner, Interim City Manager
Date: 9/1/17
Re: Monthly Department Report – August 2017

ADMINISTRATION/ENGINEERING

1. **Heavy Equipment Lease Purchase:**

Formal invitations to bid for new heavy equipment leases was conducted from 8/4-8/30. New equipment leases will replace existing leases set to expire in November 2017. Additional bid alternates were included for Parks/Golf (skid steer) and Water (backhoe) to economize bidding efforts. Recommendation for bid award will be presented at 9/14/17 City Council meeting.

2. **Sewer Utility Transfer to PLRWSD:**

Staff continuing to facilitate PLRWSD on system training. Formal transfer of operational responsibility was completed on 8/31/17. PLRWSD is now fully responsible for operational duties of the entire WW collection and treatment facilities. Revised asset list prepared to include information from Valuations Northwest audit. PLRWSD approved the Water Department purchasing two existing sewer vehicles for fair market value.

3. **Development Engineering Reviews:**

Ongoing engineering review/approvals continue for projects including 2 PUD, 1 SUB, 1 CUP, 1 DR and 5 ROS applications. Pre/post-construction meetings were held for projects including Silverpine Village, Shore Lodge Cottages, Eagle Lake subdivision, Broken Ridge Commons, Whitetail Lake Club, and McCall Print Shop. Meetings and site visits were held with St. Luke's Hospital and McCall Mariana staff to discuss upcoming land use applications.

4. **Commerce Street:**

Through August, the project is approximately 40% complete. Large components of work that have been completed include the new storm sewer and storm inlets, and the completion of the asphalt grinding to create the Recycled Asphalt Base Stabilization (RABS) material in preparation for paving. Paving is tentatively scheduled for the fourth week of September, and the project is scheduled to be completed in mid-October.

5. **Idaho Street, Brown Court:**

Staff presented proposed street section alternatives to MDSD board on 8/14/17. Public meeting to gain additional input on proposed alternatives held on 8/18/17 at MDHS. Project team presented recommended street section for Council approval on 8/25/17. Formal preliminary design has now commenced.

STREETS

1. Transportation Master Plan (TMP):

Project team finalized a formal draft TMP and is now available online for internal and public review. The TMP consists of the Master Plan and four accompanying appendices. Public and agency comment period will continue through mid-October. Formal presentations to the public, P&Z and City Council will occur in early October to prepare for final adoption in November/December 2017.

2. Drainage Improvements (Hemlock and Roosevelt):

Street crews re-establishing existing drainage swales along Hemlock and Roosevelt. Work included replacing old culverts and constructing new headwalls.

SEWER

1. Sewer Consolidation:

Administrative and management staff have been compiling all sewer data (maps, digital files, videos, project files): full-size plans are being scanned and copied; GIS information is being transferred; and all paper files are being boxed and cataloged. Planned transfer of all documentation anticipated in October.

2. Collections:

- a. Training continues with PLWSD as time and employees are available.
- b. Seal filters for all lift stations were replaced (routine maintenance).

3. Treatment:

- a. Influent flows have remained steady at ~1 million gallons per day.
- b. Training continues with Payette Lakes Recreational Water and Sewer (PLRWSD) staff at treatment facility.

WATER

1. Water Master Plan:

SPF has been preparing draft master plan document for staff review by 8/31. Project team will meet on 9/5 to present plan to staff for comment. Anticipate work session with City Council in late October in preparation for plan adoption by end of year.

2. Distribution:

- a. Dig-line requests have consumed significant staff time in August due to new construction and on-going Idaho Power projects.
- b. Water service breaks occurred in Rio Vista, Jacob's Manor, and Davis Street. All were repaired/replaced.
- c. Repairs to Knowles Road Booster pump were needed.
- d. Five new water service/meter connections were completed.

3. Treatment:

- a. Staff and SPF finalized plant pre-chlorination schematic design. Plant chlorine injection testing to commence late September.
- b. Cross-training of distribution staff for "on-call" duty treatment staff is ongoing.

McCall Historic Preservation Commission
Minutes - June 23, 2017 1:00 pm
American Legion Hall 216 E. Park Street

Present:

Jennifer Theisen, Walt Sledzieski, Sandi Hammond, Gary Thompson, Marlene Bailey, and Morgan Bessaw were present. LeRoy Graw of Boy Scouts of America, Richard Sato and Judy Peavey Derr of Camp Ida-Haven were also present.

Chairperson Thompson called the meeting to order at 1:00 pm. A quorum was present.

Minutes:

The minutes of the May 22, 2017 meeting were reviewed. Walt moved to approve the minutes; Sandie seconded the motion and the motion passed.

Public Comment:

There were no public comments.

Boy Scout Historic Trail Project:

Mr. Graw of Boy Scouts of America presented to the Commission on the Boy Scout's Historic Trail program. He had invited representatives from Camp Ida-Haven as well to facilitate a partnership between the camp and the Commission and to see if there was local interest in creating a McCall or Valley County Historic Trail.

Mr. Graw had seen the Commission's Historic Walking Tour brochure and felt that it was a solid foundation for creating a Historic Trail with the Boy Scouts and/or for expanding to include parts of Roseberry and other valuable historic places throughout the valley. He had already spoken to other communities in Idaho such as Warren, Boise, and Silver City about creating trails in those communities.

The purpose of this program is to educate both Boy Scout and Girl Scout Troops on history while incorporating exercise. The idea trail would take approximately one day to complete either on foot or bicycle. There are currently more than 150 nationally certified trails in this Boy Scout Program.

The primary commitments required to move this program forward would be a volunteer to coordinate the application process and a volunteer to sell the local trail patches. The Commission decided to discuss the proposal further and get back to Mr. Graw after the next meeting.

Pioneer Hangar:

Walt Sledzieski did a lot of great work on the Pioneer Hangar Project that the Commission voted to publicly acknowledge. The narrative for the project has been scanned into the University of Idaho historic collections. Jay Scherer, McCall Airport Manager, is updating the airport website and will also add the narrative.

The Pioneer Hangar repairs are still on hold. Gary volunteered to contact Carol and Jay about getting in touch with the owner to see where they are in the process and get an update on future plans.

Local Historic Building Recognition:

There was a brief discussion on the Local Historic Building Recognition Program. More investigation needs to be done to see what programs are available at the state level.

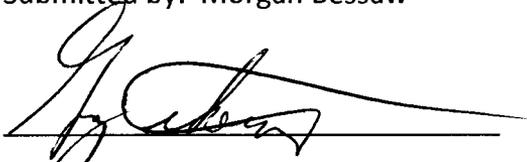
Other Reports:

Carol's retirement date has been decided, July 14th, the City will be hosting a small gathering for people to say goodbye soon. Morgan will notify the Commission once the date is selected.

Adjournment:

The next meeting will be July 31st at 1 pm. Jennifer moved to adjourn; Sandi seconded the motion and the meeting was adjourned at 2:35 pm.

Submitted by: Morgan Bessaw

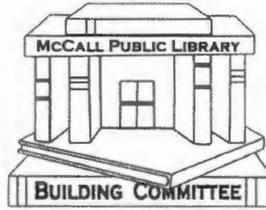
A handwritten signature in black ink, appearing to read 'Gary Thompson', written over a horizontal line.

Gary Thompson, Chairperson

**McCall Historic Preservation Commission
Minutes – July 31, 2017 1:00 pm
American Legion Hall 216 E. Park Street**

Present:

No quorum was present.



Building Committee Minutes April 19, 2017

Amy Rush, Heather Haynes, Meg Lojek, Karen Lannom, Larry Swan, Andy Laidlaw, Bill Thomas, Jacki Rubin, Nate Coyle and Jackie Aymon

Call meeting to order, 3:16 pm

Amendment to the agenda - Mayor Aymon and City Manager Nate Coyle - talking about the upcoming ballot questions for the City of McCall

Minutes approved for 3/1/17 and 4/10/17, Larry 1st, Dean 2nd, all in favor

Report from Amy - first couple of days with Beth went well, met with lots of stakeholders and told them about what the process will be.

- Amy and Beth's stakeholder meetings were also the initial steps of creating the Prospect List, looking for those top tier donors through interviews (interviewees may not be the donors themselves, but just trying to get at who should be on our list). This is a list of people to interview for the capacity study - they have capacity, proximity, and connection - to who may be our future top tier donors.
- Amy has gone through the initial contact list to date and gotten most of the contact info so far for those folks. This information is kept confidential.
- Case for Support is what Amy and Beth are working on right now - Beth working on the first draft and will then work with Amy and Meg on the draft. They will be using this draft with the prospects they are interviewing and get their feedback.

Meg - Beth will be here next week, Meg is happy with progress, interviews will begin in May

Nate Coyle and Jackie Aymon shared information about the upcoming ballot propositions related to the sewer district.

The committee discussed the Library Campaign documents presented by Beth last week.

Discussion of how the City needs to show their financial support of this endeavour.

Meetings will go to being monthly moving forward.

Next meeting TBA, May 8, 9, or 10th, coordinated with Beth's next visit. May be at the high school library.

Meeting adjourned 4:27 1st Heather 2nd Karen, all in favor.

Minutes Prepared by Karen Lannom, Secretary

Respectfully submitted by Heather Haynes, Chair



**Combined Library Board Meeting & Building Expansion Committee Meeting
Building Committee Minutes
Aug 17, 2017**

Meg Lojek, Jacki Rubin, Lynn Lewinski, Bob Giles, Lola Elliott, Amy Rush, Heather Haynes, Karen Lannom, Larry Swan, Dean Martens, Bill Thomas, Linda Burns, Bessie Jo Wagner, Ed Hershberger, Beth Markley, Terry Edvalson, Linda Stokes, Erin Greaves.

Called meeting to order, 9:08 am

Meeting Minutes Approved - Library Board

Meeting Minutes Approved - 4/19/2017 Library Expansion

Director's report (Meg)

- Approved warrant registers
- Sent statistics for summer reading program via email
 - Elem & Tween program was completely full (70 and 20), independent full 90 – serving close to 200 children
 - Had to turn away some children because of lack of space
 - Summary of donors since June - \$10,000+ (attached)
 - Becky retired, Diane Penny promoted into that position. Diane's old position open, 13 candidates
 - Hawkins family memorial in front of library until Sunday
 - Working with Erin Greaves - city is updating its website - library site will be integrated into city site.
 - Tentative agreement with Heartland High School for students to use our library and get a library card for the year, reducing cost of cards for at-risk students outside of the city.
- Draft Report from Beth and Amy - draft of Pre-Campaign Planning Study
 - Purpose was to assess the image of the library, determine the case for support to see if it has traction, evaluate the organizational strength, test the goal, find and address any potential problems, get information to plan timeline, plant the seed with potential donors.
 - Put together a list of potential interviewees, 100+ individuals
 - They were able to conduct 44 interviews - 56 people
 - Beth discussed the results of the process and recommendations for next steps.
- Bob Giles representing the City Council
 - Thanked Beth for the report
- Discussion of names included in the public reports.
- Suggestion to include city employees in future interviews
- Four City Council seats are open, Sept 8th is the last day to apply
- Library Board members have received compliments in regards to Beth and Amy
- Beth Next steps

- Library Board needs to let Beth know if we agree with the Capital Campaign goal and next steps once Final Report submitted.
- Form Steering Committee
- Beth can provide training (multiple trainings) to anybody who wants to plug into the fundraising process
- Interviewees didn't push back on the building plans.
- Bob Giles - the city is fully supportive of the building plans as been proposed and does not think this group should downsize/scale back plans.
- The board wants to take into consideration edits/comment to the draft report.
- Expansion committee needs to have an additional meeting to discuss next steps for the group.
 - September 6 @ 3:15pm, Amy will attend.

Meeting adjourned -

Minutes Prepared by Karen Lannom, Secretary

Respectfully submitted by Heather Haynes, Chair

A handwritten signature in black ink, appearing to be 'Heather Haynes', written over a horizontal line. The signature is stylized and somewhat cursive.

McCall Public Library Board of Trustees Meeting
July 20, 2017
Legion Hall, 9:00 AM

Call to order: 9:07 am

Attendance: Lynn Lewinski, Meg Lojek, Linda Stokes, Nate Cole, Jacki Rubin, Lola Elliot, Ed Hershberger, Amy Rush and Bob Giles.

Amendments to Agenda: None

Approval of Minutes: 6/8/2017 approved as presented.

Director's Report:

Warrant Register: Approved by Jacki 6/27; Ed on 7/8

Stats: Usage in all categories of the library continue to increase over last year.

Budget: Nate reviewed the budget appropriations for the Capital Improvement Plan, answering questions and helping us understand the processes for the library FY18 budget.

Staff: Update from Amy, as to the compiling of interview responses, and timeline for a complete report. While the majority of connections were with local full time patrons, it has proven difficult to get together with second home owners. August 17 will be scheduled as a joint meeting with the Expansion Committee and Library Board to discuss and review the report of Beth Markley and Amy Rush.

Becky Hearne is retiring after an amazing 35 years with the Library! The longest service time of any employee! She will be recognized at Council July 27th, and a celebration party will be scheduled. Meg is working with HR to fill the position as soon as possible.

Old Business:

Policy Review

Records Retention: approved with edits, motioned by Jacki, 2nd by Lola, all in favor.

Disaster Plan: needs collaborative work. Lola will follow up with research and get back to Meg.

Library Board Position Opening – Meg has received 2 applications and expects 1-2 more. She requested the Board adopt a job description for those wanting to understand the position. A version was approved, with edits, and will be reviewed on or before Nov. 2017-- motioned by Lynn, with 2nd by Jacki. Further discussion at August meeting will include review of letters of interest, and a recommendation of appointment by City Council.

Feedback on Performing Arts Center in McCall- Some discussion, then tabled.

New Business:

Lynn is hoping to gather more data on how the Library supports the Community in different ways. This will be useful for upcoming questions, discussions and reviews for support with the new facility.

Review of Amy Rush contract as Fundraising Coordinator was given great support for her work these last 3 months. Ed motioned, with Lynn 2nd, to accept the re-wording of her contract to read "up to \$1300" monthly. This will be accounted for in the FY18 budget.

Friends Liaison report:

The annual tea was a lovely event. The Friends thoroughly enjoyed and appreciated the presence and talk given by Meg and Amy. The 4th of July Book sale made approx. \$400.00. And the Friends are working on meeting their Challenge Grant for the new facility campaign.

City Council Liaison report:

Bob gave helpful comments throughout the meeting regarding FY18 budget approval process and the re-wording of Amy's contract.

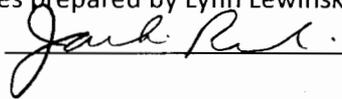
Future Goals: Fill a library Clerk II opening and a Library Board member position.

Next Meetings:

9:00 AM on August 17th; September 21st (tentative); October 19th (tentative)

Minutes prepared by Lynn Lewinski, Secretary

Respectfully submitted by Jacki Rubin, Chair



**McCall Improvement Committee
Meeting Minutes June 8, 2017 4pm
McCall Real Estate Conference Room
301 E. Lake Street**

- 1. No quorum was present**

McCall Improvement Committee
June 15, 2017
Minutes
McCall Real Estate Conference Room
301 E. Lake Street, McCall

The meeting was called to order at 4:30 PM. Carolyn Trino, Amy Dolberry, Julie Grove, Jean Odmark, Alexa Hersel, and Morgan Bessaw were present. The minutes of May 11, 2017 were reviewed.

Carolyn Trino made a motion to approve the minutes. Julie Grove seconded the motion and the motion passed.

No financial report was available.

New Business:

- **Parks and Recreation**
The Committee discussed McCall Parks and Recreation Department's request to officially name Roosevelt Park. The committee has no concerns with the name and supports the City's decision. The Committee also discussed the Department's request for a letter of support in favor of cleaning up the marina area where old docks that have been cut loose by private owners are piling up. The Committee approved of the idea. Alexa Hersel suggested that the Committee wait until a written request was received so that it was clear what specifically the Committee was supporting.
- **New committee member**
Sande Dingman expressed an interest in joining the Committee. Carolyn Trino reminded the committee the historic process of joining the committee was once an individual attended three meetings the Committee would extend an offer of membership.
- **Wildflower seeds**
Last year's left over wildflower seeds from McCall in Bloom are not being used this year because the Committee decided to use garden bells as the donation gift. It was suggested that the seeds be donated to the McCall Parks and Recreation Department for use in city parks.

Julie Grove made a motion to approve the donation. Jean Odmark seconded the motion and the motion carried.

- **Chamber membership**
The Committee decided to hold off on discussing this topic until more members were present
- **Project Advertising**
The Committee discussed whether they were interested in advertising their McCall in Bloom (MIB) or Secret Garden Tour (SGT) programs in the Star News. It was decided that there was no need to advertise MIB in the paper because it is a well-established program and the deadline for payments was too near. The Committee decided that it would be worth advertising the SGT though because it is a new program and the Committee is interested in expanding the reach this year to recruit more attendees than last year.

The Committee discussed the need for multiple ads. It was suggested that one ad run in the paper before July 4th weekend to attract people who are vacationing for the holiday. It was also discussed that the paper immediately before the event was a necessity. Because those two papers were four weeks apart from each other, it was also suggested that another ad run half way between the two. Ad prices were discussed for a 5 inch ad.

Carolyn Trino made a motion to approve three ads not to exceed \$800. Jean Odmark seconded the motion. All committee members voted aye and the motion carried.

Old Business:

- Post Office Update

Julie Grove recapped what was discussed at the last meeting about the Post Office Landscape Improvement Project and said that it was on hold until after the 4th of July. Carolyn Suggested that the previously approved amount of \$2,000 for the project was likely too little. It was discussed that the Committee had approximately \$14,000 in the bank that was not being used for any project and no other projects are being proposed at this time.

Amy Dolberry made a motion approve expenses up to but not to exceed \$5,000. Alexa Hersel seconded the motion. All Committee members voted aye and the motion carried.

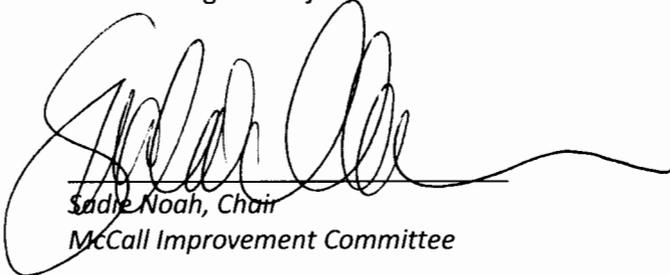
- McCall in Bloom

Very few people have signed up. Carolyn is actively recruiting; Alexa and Amy volunteered to recruit participants.

- Secret Garden Tour

Docents are needed. Carolyn, Jean, Julie, Alexa, and Amy all agreed to be docents. A few other members have also volunteered but additional docents are needed. Julie, Jean, and Alexa all volunteered to recruit docents, both from last year's event as well as from Master Gardeners. It was discussed the event needed to be put on Facebook. Alexa offered to create the event on Facebook because she has admin capabilities. Julie said that she was working with Carol on the brochure.

The meeting was adjourned at 5:30 PM. The next meeting will be July 13th at 4:30 PM.


Sadie Noah, Chair
McCall Improvement Committee


Morgan Bessaw
City of McCall

MCCALL AREA
PLANNING AND ZONING COMMISSION

Special Meeting Agenda
July 18, 2017 – 5:30 p.m.
McCall City Hall – Lower Level
216 East Park Street
McCall, ID 83638

COMMISSION MEETING – Began at 5:30 p.m.

1. CALL TO ORDER AND ROLL CALL

Chair Fereday, Commissioner Farnsworth, Commissioner Thompson, Commissioner Callan, Commissioner Clements, and Commissioner Williamson were present. City Planner Delta James, Permit Technician Morgan Bessaw, and City Engineer Philip Bowman were also present.

2. NEW BUSINESS

CUP-17-03

925 Conifer Ln.

Millemann, Pittenger and Pemberton LLC representing the Tuft Family Revocable Trust: A Conditional Use Permit application for a large short term rental sleeping 20 or more individuals. The property is zoned R4 – Low Density Residential and is more particularly described as: McCall Acreage Tax No. 45, NW1/4, SW1/4, Section 3, T18N, R3E, BM, City of McCall, Valley County, Idaho.

PUBLIC HEARING

Steve Millemann of Millemann, Pittenger, and Pemberton LLP presented the application for a Conditional Use Permit for short term rentals sleeping 19 or more people. The land use is a preexisting use, predating both the State of Idaho ordinance on rentals as well as the City of McCall Ordinance on large short term rentals. The state recently adopted House Bill 216, which limits City jurisdictions' ability to regulate short term rentals. While the City of McCall ordinance does not prohibit large short term rentals, it allows reasonable conditions to be imposed that mitigate the use on the surrounding neighborhood.

Mr. Millemann continued by stating that the applicant has proposed and implemented several mitigating conditions that will hopefully lessen the impact on the surrounding neighborhood. If the applicant were to reduce the number of people sleeping in their short term rental to 19 individuals or less, no permit or mitigating actions would be required. In response to the principle concerns presented during this process, the applicant is in the process of constructing a sight obscuring fence along both side property lines. They have planted landscaping along and to the north of the patio to help soften the noise to the neighboring properties and to shield the patio from view. The residence is reasonably well screened from Strawberry Ln.

The applicant is also proposing quiet hours and banning any music or amplification outside of the house at all hours. Several letters received from neighbors expressed concern about dogs roaming the neighborhood. New rules prohibit pets from being on the property. One condition of approval requires that property management be available around the clock seven days a week and that

phone numbers for management be distributed to all neighbors within 500 ft. of the property so that the police are not the only people available to address issues that may arise.

The issue of increased traffic and limited parking has also been raised by multiple neighbors. A site plan has been created to help address these issues. The plan call for a new one way ingress and egress. All parking on Conifer Ln. has been removed and parking must be consistent with the proposed site plan. Policy allows for one warning of violation, after which the renters may be evicted. The only condition the applicant is contesting is Condition 4 limiting the number of nights a year that the applicant can sleep 20 or more people to 75% of the occupied nights.

The fence stops halfway down the property on the west due to trees. If the commission would like the fence to continue some trees will need to be removed. The old parking area on the south may need to be blocked off to prohibit vehicles from parking.

Ms. James presented the staff report and conditions. The building official and the fire marshal have both stated that there are not occupancy limits on the structure that would limit the use. The property has also developed fire safety measures. The proposed Condition 4 limiting the applicant to only sleeping 20 or more individuals to 75% of the occupied nights will be monitored and enforced on an annual basis based on the information submitted through the Local Option Tax process quarterly.

Bill Nichols, City Attorney, presented a power point on HB 216 and issues related to short term rentals in communities that was borrowed from Jerry Mason and the Association of Idaho Cities and is included in the meeting packet.

The public hearing was opened.

Emmett Price, resident of 602 E. Thompson Ave., spoke in favor of the application. The applicant has agreed to the suggestions the City has made and are willing to address issues that arise, they have even moved to town to manage the property full time.

Dick Stones, resident of 3609 Fox Run, New Meadows, spoke in favor of the application. The lodge is beneficial to large families as a space to host family events. The lodge should also be allowed because the use predates the code change.

The applicant, Frank Tuft, 925 Conifer Ln., spoke in favor of the application.

Rick Farmer, 607 Lick Creek Rd., spoke favor of the application. The Tufts are trying hard to address all of the neighbors' concerns.

Julia Thrower, resident of 917 Conifer Ln. and attorney representing herself and nine other property owners in the neighborhood spoke against the application. Ms. Thrower stated that the law doesn't require a permit be issued in this case because the applicant does not meet the requirements for a Conditional Use Permit. She disagrees with the applicant's representative's claim that they are a grandfathered use and therefore cannot be denied a permit. The law only requires grandfathered uses not be abruptly terminated, and limiting the use to sleeping only 19 people would not constitute termination.

Based the information submitted by the applicant stating that the property slept 20 or more people 75% of the nights it was rented was based on information from 2015 and 2016, which occurred after the enactment of the ordinance on in December 2014. No information on the size of the groups renting the property prior to when the ordinance was enacted was provided to determine the preexisting use.

Ms. Thrower continued by stating that this application does not meet the criteria required for issuing a Conditional Use Permit, which is that the use is harmonious with the character of the neighborhood. The neighborhood is quiet and residential, primarily used full time or by families. Few short term rentals are located on the street. Additionally, the outdoor patio can accommodate 30 people, which can generate a large amount of noise. Parking is another issue that disrupts the neighborhood. There is concern that the proposed parking plan will not adequately address the current parking issue and that it is unlikely that renters will adhere to the parking plan. The parking conditions also fail to address buses, RVs, trailers, etc. Conditions to address the parking and noise will also be difficult to enforce. The conditions proposed are not sufficient to protect the welfare of the neighborhood or to make the use harmonious with the neighborhood. Police reports from that property were passed around and are attached to the minutes demonstrating issues that have arisen with that property in the past.

Karen Dittrich, owner of 932 Strawberry Ln., spoke in opposition to the application. She is concerned about the number of strangers and the safety of the neighborhood having a short term rental of that size.

Gail Bray spoke in opposition. She has served on a county planning and zoning commission as well as at the state level and has a strong understanding of local governance. She feels McCall is shirking its responsibility in addressing the issue. The commission should be more concerned about comments opposed to the application submitted by residents of the neighborhood than the comments received from non-resident supporting the application.

Nancy Bush, 938 Strawberry Ln., spoke in opposition to the application.

Ken Krahn, 907 strawberry Ln., spoke in opposition to the project. As a homeowner on Strawberry Ln. he is concerned about the amount of traffic generated by the lodge and the safety issues this poses. The lodge has hosted events such as weddings, receptions, family reunions, etc. which have generated large amounts of traffic and do not meet all the conditions required for the conditional use permit. He also feels that the proposed use negatively affects the adjacent property values and that there is a need to limit the number of people the lodge sleeps.

Pamela Fitzsimmons, 934 Flynn Ln. spoke in opposition to the application. There is currently no onsite property manager available 24 hours a day, seven days a week which makes the proposed conditions difficult to enforce. The neighbors have not been given a phone number for contacting the person responsible for managing the property. Other concerns include the garbage container being noncompliant as well as snow removal and storage impacting available parking.

Peter Fitzsimmons, 934 Flynn Ln., spoke in opposition to the application. The lodge is loud and disruptive, he has heard parties from his house located a street over. He is also aware of groups and events at the lodge that had well over 35 people. He does not feel that the application meets all of the criteria required for a conditional use permit.

Janelle Wise, resident of 935 Flynn, was opposed to the application due to noise.

Jens Jensen, resident of 823 Ernesto, was in favor of the application.

Art Troutnter, owner of 943 Strawberry Ln., spoke against the application. His property has been in the family since the 1960s and has historically been a quiet neighborhood. The noise and traffic generated are a problem and destroy the quality of life in the neighborhood.

Chris Justice, resident of 932 Strawberry Ln., spoke against the application. The noise is very disruptive. There is a game room indoors that generates a large amount of noise. The use is consistent with a hotel, not a residential use. He is vehemently opposed to the permit.

Mark Tapscott, resident of 928 Strawberry Ln., spoke in opposition to the application. The statement made earlier that McCall Fire has no objection is incorrect, rather no comment was issued. He disagrees that the proposed parking plan is adequate. The plan only allows 9 vehicles, which is less than have arrived in the past. The burden of enforcement also lays with the neighbors. The landscaping and snow storage plans are conflicting.

Steve Millemann readdressed the Commission regarding issues brought up during public comment. There have obviously been past problems, however, new mitigating efforts should address some of the concerns brought forward. There were no conditions to comply with prior to this process and the applicant is in compliance with the rules that were in place at the time the use went into place. Independent of House Bill 216, preexisting uses are protected. The historical record goes beyond the 2 years postdating the ordinance. The Tufts have participated in good faith since the ordinance went into effect and have provided a tangible and enforceable mitigation plan. The City does not have a noise ordinance. He encouraged the Commission to not assume that past parking problems translates into future problems now that there are conditions addressing this issue. The applicant still intends to have video surveillance installed around the exterior of the property to help enforce compliance without requiring the neighbors to complain.

Bill Nichols, City Attorney, addressed the Commission. The number of nights in 2015 and 2016 the lodge slept 20 or more people was approximately 160 nights per year. The applicants, Frank and Kitty Tuft, will be available 24 hours a day seven days a week to manage the property. Case law does not necessarily support the comment that nonconforming uses are encouraged to stop over time. There is also a difference between the enlargement of a use and the intensification of a use. The Conditional Use Permit can be revoked if the property owner does not comply with the conditions agreed upon. A revocation would not prohibit the short term rental use but rather limit the rental to sleeping only 19 people. Enforcement has historically been through evidence provided via code enforcement or neighbor complainants.

The public hearing was closed.

The Commission discussed the application and the strong neighbor turnout to oppose the rental. They commented that the application did not offer to monitor noise, which other applications for large short term rentals have offered. The applicant is well intentioned and making mitigating actions, but the use does not work well in the current location. They would like to see something to prevent parking on the Conifer Ln. side of the property, such as a revegetation. Other concerns were

whether the management plan was appropriate and what actions the Commission can legally take to regulate this rental. Reducing the occupancy would need to be based on the evidence available to the Commission. The Commission discussed what an appropriate cap on occupancy might be for the property and, given the parking limitation of 9 vehicles, that a maximum occupancy of three (3) persons per vehicle as an average for a total maximum occupancy of 27 would be appropriate.

New and modified conditions were proposed as follows:

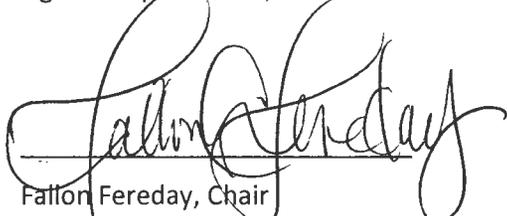
- The applicant shall install and monitor video surveillance and external and internal decibel meters to ensure adherence with the conditions of approval.
- Prior to City Council review of the Conditional Use Permit application, the applicant shall submit a comprehensive management plan for the short-term rental use of the property that includes written procedures detailing steps, response timelines and enforcement actions that will be taken to address violations of the conditions of approval and rental policies.
- The maximum occupancy for overnight stay on the property shall not exceed twenty seven (27) individuals. Guests who are not staying overnight are not included in the lodging occupancy.
- When the property is rented, vehicle parking shall be limited to nine (9) total vehicles; seven (7) within the graveled onsite parking area and two (2) within the garage. No parking of trailers, recreational vehicles or buses shall be allowed. No expansion of parking area shall be permitted and no parking shall occur within the public rights of way of Strawberry Lane or Conifer Lane.
- Refuse containers shall be located within a building.
- Prior to City Council review of the Conditional Use Permit application, the applicant shall submit a revised landscaping plan that includes features to discourage parking within the south portion of the property accessible from Conifer Lane.

Commissioner Williamson made a motion to recommend the application to City Council for approval with the modified conditions as described and with a second public hearing. Commissioner Callan seconded the motion. All commissioners voted aye and the motion carried.

3. ADJOURNMENT

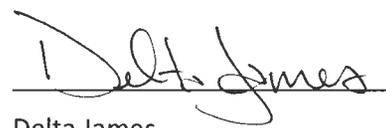
Commissioner Callan made a motion to adjourn the meeting at 8:30 PM. Commissioner Farnsworth seconded the motion. All commissioners voted aye and the motion carried.

Signed: September 5, 2017 -



Fallon Fereday, Chair
McCall Area Planning and Zoning Commission

Attest:



Delta James
City Planner

MCCALL AREA
PLANNING AND ZONING COMMISSION

Minutes

August 1, 2017 – 4:30 p.m.

McCall City Hall – Lower Level

216 East Park Street, McCall, ID 83638

COMMISSION MEETING – Began at 4:30 p.m.

CALL TO ORDER AND ROLL CALL

Chair Fereday, Commissioner Clements, Commissioner Callan, Commissioner Tunnell, and Commissioner Williamson were present. City Planner Delta James, Permit Technician Morgan Bessaw, and City Engineer Philip Bowman were also present.

1. REVIEW & APPROVAL OF MINUTES

Commissioner Clements made a motion to approve the July 11, 2017 minutes. Commissioner Tunnell seconded the motion. All commissioners voted aye and the motion carried.

2. PRELIMINARY DEVELOPMENT PLAN REVIEW MEETINGS

Pre-App – Mile High Marina

1300 E. Lake St.

Ryan Miller Builders representing Mile High Marina: A Pre-Application for a Conditional Use Permit to expand a commercial dock. The property is zoned CV – Civic and is more particularly described as: State Lease #4-216-97, McCall Acreage, NW portion of Government Lot 2, Section 9, T18N, R3E, BM, City of McCall, Valley County, Idaho.

Ryan Miller presented the pre-application. The applicant is proposing to build a new dock on permanent piers at the Marina. There is already an Idaho Department of Lands encroachment permit in place. The new dock will be used for docking non-motorized watercraft. The applicant would also like to add a second bar area in the restaurant. The capacity of the restaurant will also increase seating on the new fixed pier. There is no change being proposed at this time to the existing dock structure.

Ms. James explained that the Marina predated the code requiring Conditional Use Permits (CUP) and that an expansion of the use requires a new CUP. The full application should demonstrate what is already in place as well as the proposed expansion for the restaurant and the dock use. Ms. James also expressed a need to identify both the pedestrian and vehicle accesses for the project.

Pre-App

205 Ernesto Dr.

Rodney Weathers representing Tamara Green: A Pre-Application for a Conditional Use Permit to construct a residence on a property that already has an accessory structure greater than 1500 sq. ft. The property is zoned R4 – Low Density Residential and is more particularly described as: Lot 26, Rio Vista Subdivision No. 5, Section 17, T18N, R3E, BM, City of McCall, Valley County, Idaho.

Tamara Green presented the pre-application. She would like to build a primary structure on a parcel that currently has a four car garage with an apartment above. The apartment does not have a full kitchen and is not considered a dwelling unit.

Only three trees are proposed to be removed, two of which are not healthy. The applicant would like to maintain as many trees as possible. The site is located adjacent to Rio Vista Pond.

Ms. James presented the pre-application for a Conditional Use Permit for an existing accessory structure greater than 1,500 sq. ft. and will entitle both the garage and proposed residence. A site plan will need to be provided in the full application identifying the trees and the applicant is encouraged to work with the City Arborist is assessing the tree health on the property.

3. CONSENT AGENDA

SR-17-12

1039 Kaitlynn Loop

Azure Idaho representing Craig and Candi Held: A Scenic Route application to construct a new single family dwelling totaling 2,151 sq. ft. adjacent to Spring Mountain Boulevard, a designated Scenic Route. The property is zoned R4 – Low Density Residential and is more particularly described as:

Lot 45, Block 2, Lick Creek Meadows Subdivision Phase I, SE1/4, Section 3, T18N, R3E, BM, City of McCall, Valley County, Idaho.

Commissioner Williamson made a motion to approve SR-17-12. Commissioner Clements seconded the motion. All Commissioner voted aye and the motion carried.

4. OLD BUSINESS

5. NEW BUSINESS

DR-17-37, SH-17-12

1500 E. Lake St. – Brown Park

City of McCall: A Design Review and Shoreline and River Environs Zone applications to replace an existing play structure with a new one and to construct a new volleyball court, community garden, and improve pathways. The property is zoned CV – Civic, and is more particularly described as:

McCall Acreage Amended Tax Parcel 15-A, Situate in Government Lots 1 & 2, Section 9, T18N, R3E, BM, City of McCall, Valley County, Idaho.

PUBLIC HEARING

Kurt Wolf presented the application. The primary purpose is to replace the playground equipment onsite and to create a community garden. The original application included a beach volleyball court, however, based on neighborhood feedback the updated proposal has replaced the permanent volleyball court with sleeves for an impermanent court to be used only for City sponsored special events.

The motivation for replacing the playground is to improve ADA accessibility, safety, and to bring the park up to industry standards. The new equipment will likely be replaced in the spring so that the City has time to apply for matching grant funds. The play equipment will remain in its current location and be designed to look like natural rock and log features based on public response gathered through the survey process and representative of the site's history. There is a secondary site identified for an additional sand and play structure if needed. Some landscaping would be provided to help soften the appearance and buffer against the adjacent property.

The proposed community garden would be a partnership between the Parks and Recreation Department and the McCall Community Garden Club. The club has a garden elsewhere they are currently using, however, they will soon be losing access to that space and need to relocate their gardens. The site at Brown Park was selected after park staff assessed other possible locations. This location was determined to be the best location because of multiple factors: the site already has access to water, is minimally used and the gardens, which would be maintained by the club, would reduce the amount of lawn space the department has to mow in the summer, and the garden could help buffer between the public and private spaces.

A small storage shed for gardening equipment is also proposed to be attached to the existing bathroom and constructed of matching materials. Maintenance of the gardens would be the responsibility of the club. If the group dissolves in the future and the City becomes responsible for the gardens, the Parks and Recreation Department proposes to utilize the space as a wildflower garden.

Ms. James presented the staff report. The proposal meets city code; because the site is in an urban renewal district no parking plan is required. All uses are consistent with the zoning as a public park.

The public hearing was opened; Ms. James presented late comments received (attached).

Michael McMartin, resident of 1502 Mill Park Unit 7 spoke to the application. He is happy the City removed the proposal for a permanent sand volleyball court and felt neutral as to the new playground equipment and the garden proposal. However, he is opposed to the satellite playground area because that area is currently highly used as a field.

Harold Brindy, President of the Mill Park Homeowners Association, spoke against the application. He is happy the City removed the proposal for the sand volleyball court, but is still concerned about the temporary volleyball court use as well as the community garden use and the potential for people trespassing on the HOA property.

Jean Grimes, resident of 503 Hemlock St., spoke in favor of the new play equipment. However, she is concerned about the shortage of parking at the park and whether the proposed changes will exacerbate the problem. She is happy the volleyball court was removed from the plan but is still concerned about the gardens.

Darwin Chaffin, resident of Mill Park Subdivision, spoke against the application. He is concerned about the temporary volleyball court and the potential for trespassing. He is also concerned about the sound from the gardens and potential lighting.

Debra Huber, owner of Lot 3, Mill Park Village, spoke. She is pleased the City removed the permanent volleyball court from the proposal, however, she is still concerned about the temporary volleyball use. She is also concerned about the community garden proposal.

Greg Norquist, resident of the Mill Park Condominiums, spoke. He is pleased the City removed the proposal for a permanent volleyball court and is in full support making the playground ADA compatible but is unsure whether new playground equipment is necessary, he does not want to lose the swings.

Judd De Boer, owner of 115 W. Lake St., spoke. He is glad the City removed the proposal for the permanent volleyball court. However, he remains concerned about the lack of parking and the community garden. He would prefer the City clean up the area between the Marina and the park and focus on interpretive signage rather than expand the use of an already busy park.

Kurt Wolf readdressed the Commission. He clarified that the temporary volleyball court would only be used for City sponsored events, such as the 4th of July festival. Another proposal will be presented to the Commission at a future date to address the area between the Marina and Brown Park as well as the entrance to the park.

The public hearing was closed.

The Commission discussed the application, focusing on the neighbors' comments and concerns related to the community garden. The Commission requested additional information from the applicant, including details regarding possible deer fencing around the proposed garden, how the garden would be managed and maintained, and anticipated frequency of use of the temporary volleyball court.

The public hearing was reopened.

Commissioner Williamson made a motion to continue the application until the October 3rd meeting to allow the applicant time to provide more information. Commissioner Tunnell seconded the motion. All commissioners voted aye and the motion carried.

**DR-17-34, SH-17-10
1047 Plymouth Rd.**

Truex Architecture representing Troy Seward: Design Review and Shoreline and River Environ Zone applications to construct a new single family dwelling totaling 6,363 sq. ft. adjacent to Payette Lake. The property is zoned R4 – Low Density Residential and is more particularly described as:

Lot 1, Block 9, State Subdivision – Pilgrim Cove Replat, Section 3, T18N, R3E, BM, Valley County, Idaho.

PUBLIC HEARING

Jevon Truex, resident of Middleton, ID, presented the application for a single family residence adjacent to the lake. The design is mountain-modern style, with 5,736 sq. ft. and lot coverage at 81% of allowable. The setback from the ordinary high water mark is more than 60 ft. Existing trees will be preserved, which will help buffer the view from the lake. The structure height is 32 ft. from existing grade and a bit more from modified grade, but still less than 35 ft. A video of 3D renderings was played for the commission. Exterior materials include earth tones, stone, metal, and asphalt shingle. A gravel fire pit is located near the lake with a sod lawn area close to the house.

Ms. James presented the staff report and findings.

The public hearing was opened.

Karen Fraley, resident of 1046 Plymouth Rd., spoke in favor of the application.

The public hearing was closed.

Commissioner Williamson made a motion to approve the application. Commissioner Clements seconded the motion. All commissioners voted aye and the motion passed.

DR-17-36, SR-17-13

1207 Warren Wagon Rd.

McCall Design and Planning representing McCall Cottage LLC.: Design Review and Scenic Route applications to construct a new single family dwelling totaling 3,015 sq. ft. adjacent to Warren Wagon Rd., a designated Scenic Route. The property is zoned R4 – Low Density Residential and is more particularly described as:

McCall Acreage Tax Parcel 113, Situate in Government Lot 2, Section 8, T18N, R3E, BM, City of McCall, Valley County, Idaho.

PUBLIC HEARING

Luke Vannoy of McCall Design and Planning, 121 Commerce St., presented the application for a new single family residence totaling 3,000sq ft. The property is located adjacent to the new Whitetail Lake Club and all adjacent properties are owned by Shore Lodge Whitetail. There is an existing cabin on the site which will be removed. Access will be located off of Owen Dr., not Warren Wagon Rd. The site is partially screened from the scenic route with evergreens. Dark exterior siding and stone accents will blend into the trees. The design is craftsman farmhouse style. Retaining walls will bring up the ground elevation about 2 ft. on north corner of property.

Ms. James presented the staff report and conditions.

The public hearing was opened, no one was present to speak, and the public hearing was closed.

Commissioner Williamson made a motion to approve the application. Commissioner Clements seconded the motion. All commissioners voted aye and the motion carried.

DR-17-31

2028 John Alden Rd.

David Callister: A Design Review application to construct a 1,060 sq. ft. addition onto an existing residence resulting in a single family home greater than 3,500 sq. ft. The property is zoned R4 – Low Density Residential and is more particularly described as:

Lot 6, Block 4, Pilgrim Cove Subdivision, Section 3, T18N, R3E, BM, Valley County, ID.

PUBLIC HEARING

Becky Callister, resident of Eagle, Idaho, presented the application for a 1,000 sq. ft. addition. They have been working with the City Engineer and are not contesting any of the findings. Exterior materials will match the existing cedar siding.

Ms. James presented the staff report and findings. There was an old cabin on the property, which was partially demoed and is in the process of being rebuilt. This addition would constitute phase two of the rebuild and puts the total square footage over 3,500 sq. ft. Lot coverage is 78% of allowable.

The public hearing was opened, no one was present to speak, and the public hearing was closed.

Commissioner Williamson made a motion to approve the application. Commissioner Clements seconded the motion. All commissioners voted aye and the public hearing was closed.

DR-17-35, SH-17-11

2012 Payette Dr.

Trey Hoff representing Brad and April Dillon: Design Review and Shoreline and River Environ Zone applications to construct a new single family dwelling totaling 4,400 sq. ft. adjacent to Payette Lake. The property is zoned R4 – Low Density Residential and is more particularly described as:

Lot 6, Block 1, State Subdivision – Syringa Park, Section 32, T19N, R3E, BM, Valley County, Idaho.

PUBLIC HEARING

Ms. James presented the application. The lot is unusual in that it has a steep grade and backwater that comes into the property from the lake that is at the Water Pool Contour Elevation (Ordinary High Water Mark) and, therefore, subject to the 50 ft. shoreline setback. The applicant is planning to apply for a variance from the 50 ft. setback from the ordinary high water mark. Staff's recommendation is to continue the application to a later date so that it may be considered at the same time the variance application is presented.

Commissioner Williamson made a motion to continue the application until the variance application is submitted. Commissioner Clements seconded the motion. All commissioners voted aye and the motion carried.

6. OTHER

Code Enforcement Hearing

Douglas Jayo – 1790 Crescent Drive

City of McCall: Code Enforcement Hearing for occupancy or use of a dwelling without an occupancy permit, thereby in violation of McCall City / Impact Area Code section 2.1.070.B and 2012 International Residential Code section R110.1. Failure to complete Conditions of Approval for land use application DR-15-07. The property is zoned R4-Low Density Residential, is within the Shoreline and River Environs Zone and is more particularly described as:

Portions of Lots 1,2, 3 and Tax No. 78, Block H, Amended Crescent Beach Subdivision, located in Gov't Lot 2, Section 5, T.18 N., R. 3 E., B.M., Valley County, Idaho.

PUBLIC HEARING

Ms. James introduced the code enforcement case. There are two issues being presented, the first being that the property owners are not complying with the conditions of their design review and the second being that they are occupying a structure without a Certificate of Occupancy. There have been efforts made to secure voluntary compliance, which have not been met. The case has come before the Commission to seek either a recommendation to pursue or not to pursue code enforcement action.

The matter at hand is a small shed located within the 50 ft. shoreline setback. In 2015 the property came through design review; one condition of approval was to remove the nonconforming structure. The applicant did not contest the condition of approval at the time or during the appeal period. There is also an accessory dwelling located within the setback, which the commission at the time allowed to remain because it was a unique accessory dwelling use. The shed is not considered a unique use because the applicant is providing other storage space on the property.

Doug Jayo, owner of 1790 crescent Dr., spoke against the code enforcement action. He had been issued a Temporary Certificate of Occupancy (TCO); there are no issues with life or safety. He is asking the commission to be allowed to keep the shed. He did not appeal the process because they were afraid to slow down the building process at the time. He feels that because the shed has been located on the property since well before the shoreline setback went into place its use should be grandfathered.

Ms. James informed the commission that the TCO was issued in July of 2016 and expired in September of 2016.

The public hearing was opened, no one was present to speak, and the public hearing was closed.

Commissioner Tunnell made a motion to recommend code enforcement action to the Valley County Board of Commissioners. Commissioner Callan seconded the motion. All commissioners voted aye and the motion carried.

Discussion

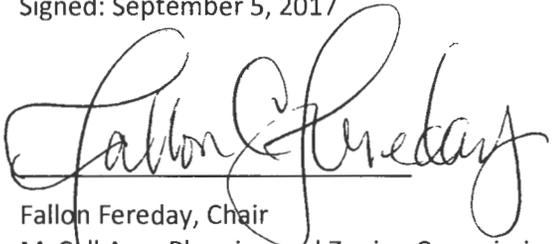
- Signs approved administratively – Boardroom and The Guild
- *McCall in Motion* Comprehensive Plan Update – Staff has seen a draft, which will be presented to the Commission at the October meeting.

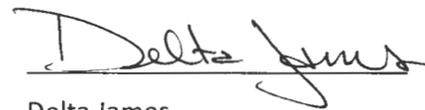
7. ADJOURNMENT

Commissioner Williamson made a motion to adjourn the meeting at 7:05 PM. Commissioner Clements seconded the motion. All commissioners voted aye and the motion carried.

Signed: September 5, 2017

Attest:


Fallon Fereday, Chair
McCall Area Planning and Zoning Commission


Delta James
City Planner

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 17-187
Meeting Date September 14, 2017

AGENDA ITEM INFORMATION

| | | | | |
|---|------|-----------------------------|-----------------|--|
| SUBJECT: <i>Request to Approve the Eagle Lake PUD-17-01 General Plan and SUB-17-02 Subdivision Preliminary Plat</i> <i>A public hearing.</i> | | <i>Department Approvals</i> | <i>Initials</i> | <i>Originator or Supporter</i> |
| | | Mayor / Council | | |
| | | City Manager | <i>PH</i> | |
| | | Clerk | | |
| | | Treasurer | | |
| | | Community Development | <i>PH</i> | 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:

Pat Hill has submitted Planned Unit Development (PUD) General Plan and Subdivision Preliminary Plat applications for a new eight (8) unit Planned Unit Development, and a Preliminary Plat for Phase 1 to consist of five (5) lots. The applicant proposes to complete roads and utilities for Phase 1 by Fall of 2017, and to record the final plat for Phase 1 in early 2018. The applicant intends to proceed with preliminary platting of Phase 2 within 7 years of approval of the PUD General Plan by City Council.

At its July 11, 2017, meeting, the McCall Area Planning and Zoning Commission unanimously recommended the Planned Unit Development General Plan and Preliminary Plat applications for approval by the McCall City Council with conditions.

Staff Report, draft Findings of Fact documents, application materials, excerpts from P&Z meeting minutes, and written public comment received to date are attached.

RECOMMENDED ACTION:

1. Hold a public hearing.
2. Approve Planned Unit Development application PUD-17-01 as recommended by the McCall Area Planning and Zoning Commission and authorize the Mayor to sign all necessary documents.
3. Approve Subdivision Preliminary Plat application SUB-17-02 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**

PUD-17-01, SUB-17-02

*414 Rio Vista Blvd. (TBD Eagle Shores Ct.)
Eagle Lake Subdivision*

September 14, 2017

Applicant: Pat Hill
Agent: Millemann, Pittenger, and Pemberton LLP
Application: 8 lot subdivision and planned unit development
Zoning: R4 – Low Density Residential

Description

Planned Unit Development General Plan and Subdivision Preliminary Plat applications for a new eight (8) unit Planned Unit Development, and a Preliminary Plat for Phase 1 to consist of five (5) lots.

The applicant proposes to complete roads and utilities for Phase 1 by fall of 2017, and to record the final plat for Phase 1 in early 2018. The applicant intends to proceed with preliminary platting of Phase 2 within 7 years of approval of the PUD General Plan by City Council.

Procedural History

At its July 11, 2017 regularly scheduled meeting, the McCall Area Planning and Zoning Commission held a properly noticed public hearing and recommended the application for approval to City Council.

Code Narrative

MCC 9.1.02.H:

- a. *Streets, whether public or private, provide an interconnected system and shall be adequate to accommodate anticipated vehicular and pedestrian traffic and to meet the requirements of its functional classification.* A private street is proposed that does not connect through to Rio Vista to the east. The proposed private street is adequate to accommodate the anticipated vehicle traffic within the proposed subdivision, but does not further the goal of an interconnected street system.
- b. *Nonvehicular circulation routes provide safe pedestrianways and bicycleways and provide an interconnected system to streets, parks and green space, public lands, or other destinations.* A short pathway easement is proposed to connect proposed Lot 7 to the Rio Vista Lake access, but no other pedestrian or bicycle pathways are proposed.

MCC 9.3.07: *(D) Pedestrian accessways may be required to connect a dead end or cul-de-sac street to another street, right of way, or open space.*

Comments

Agency –

McCall Addressing Coordinator: In a letter dated March 22, 2017, the Addressing Coordinator stated that the road name of Soaring Eagle Drive within the proposed Eagle Lake PUD has been approved. In a subsequent email dated June 2, 2017, the Addressing Coordinator stated that the proposed plat map indicates the private road as Eagle Shores Court and the site map labels the private road as Eagle Bay Court.

Central District Health Department (CDHD): In a Review Sheet received June 12, 2017, CDHD stated that if central sewer is available to Phase 2, it may need to connect.

McCall Fire and EMS: In an email dated June 14, 2017, McCall Fire stated that the proposed turnaround and driveway width meets the fire district requirements.

McCall City Engineer: In an email dated June 26, 2017, the City Engineer stated the following:

1. Preliminary Engineering plans and stormwater calculations were submitted with this application, and found to be in general conformance with the City's engineering guidelines. Additional engineering review will be provided with final engineering plans and the final stormwater report for the project
2. The preliminary plat document was reviewed and found to be in general conformance with City guidelines. The final plat documents should be prepared in accordance with the City's digital data submission standards (DDSS).
3. Public Works staff has been in contact with the applicant about providing additional snow storage easement area within Open Space A along Rio Vista Blvd. It is requested that a 25' (twenty-five foot) wide Snow Storage easement be provided along Rio Vista Blvd., in addition to the standard 12' (twelve foot) drainage and public utility easement as currently shown.
4. MCC Section 9.6.05(F) provides the requirements for private road access and maintenance. Per this section, a maintenance reserve funding plan and schedule shall be prepared and provided to the City Engineer for approval.
5. The submitted plans do not identify the location of water service and associated meter can locations. Final civil plans shall locate these meters in non-vehicular, non-plowed areas with adequate protection.
6. All water and sewer "will serves" for the project will be provided concurrently with final engineering approval.

Public –

In a letter received June 30, 2017, Daniel Dykstra Jr. of El Macero, CA stated concern regarding past seepage from the Rio Vista Lake onto adjacent properties and concern that the proposed subdivision with irrigation and proposed Phase 2 septic systems will change the hydraulic conditions of the site and cause additional seepage. Mr. Dykstra Jr. recommends that any approval of the development be conditioned upon both hydraulic monitoring requirements and appropriate bond to cover potential corrective action.

In a subsequent letter dated August 7, 2017, Daniel Dykstra Jr. of El Macero, CA stated continued concern that the Eagle Lake project may cause excessive seepage occasioned by the increase of ground water attributed to the project and requested that approval of the development include a requirement that the project be monitored for a specific period

following buildout and a further condition that an appropriated performance bond be required for a specific duration in the event corrective action may be required.

Conditions of Approval

PUD-17-01

1. Approval of the Planned Unit Development application (PUD-17-01) shall be contingent upon McCall City Council approval of the Subdivision Preliminary Plat application (SUB-17-02).
2. Lots within Phase 2 of the proposed PUD may be connected to individual septic systems with the approval of Central district health, pursuant to McCall City Code (MCC 9.6.02(I)). If any increase in the density of Phase 2 beyond three (3) lots or units is proposed in the future, all lots or units within Phase 2 of the proposed PUD shall be connected to central sanitary sewer services, pursuant to McCall City Code (MCC 9.6.02(H)).
3. PUD General Plan approval shall lapse and become void if the applicant has not submitted for preliminary platting of PUD Phase 2 within seven (7) years of City Council approval of the PUD General Plan.

SUB-17-02

1. Approval of the Subdivision Preliminary Plat application (SUB-17-02) shall be contingent upon McCall City Council approval of the companion Planned Unit Development application (PUD-17-01).
2. Prior to any site grading or disturbance, the applicant shall obtain final engineering approval from the McCall City Engineer of project final civil designs.
3. Pursuant to McCall City Code (MCC 9.2.06.H), preliminary subdivision plat approval shall lapse and become void whenever the applicant has not applied for final plat approval within eighteen (18) months from the date of preliminary plat approval by McCall City Council. Alternatively, the applicant shall obtain approval of a Development Agreement with the City that details a phasing plan and completion timeline.
4. Prior to submittal of the Final Plat for review by the McCall Area Planning and Zoning Commission, the plat shall be revised to indicate a twenty-five feet (25 ft.) wide snow storage easement area within Open Space A along Rio Vista Blvd.
5. Prior to submittal of the Final Plat for review by the McCall Area Planning and Zoning Commission, the applicant shall provide documentation of Army Corps of Engineers concurrence that the wetland area indicated on the preliminary plat is accurate.
6. Prior to submittal of the Final Plat for review by the McCall Area Planning and Zoning Commission, the applicant shall provide subdivision design guidelines that shall, at a minimum, meet the development standards of McCall City Code Title 3 and Title 9.
7. Prior to execution and recordation of the Final Plat, the applicant shall provide a maintenance reserve funding plan schedule for the private road for review and approval by the City Engineer.
8. Prior to execution and recordation of the Subdivision Final Plat, the applicant shall construct; water, sewer, and private road infrastructure and shall obtain final approval of these aspects from the City

of McCall. Alternatively, the applicant shall obtain approval of a Development Agreement with the City and shall provide financial assurances for any deferred improvements.

9. Prior to execution and recordation of the Subdivision Final Plat, all easements shall be indicated on the final plat and shall be formally documented with signed declarations and recorded with the plat.
10. Prior to execution and recordation of the Subdivision Final Plat, the applicant shall provide digital files of the plat in accordance with the McCall Digital Data Submission Standards.
11. A full set of as built (record) drawings of all improvements intended for public use and maintenance, including, but not limited to, water and sewer lines, and including also private and public streets, shall be furnished to the City of McCall within sixty (60) days of completion of the construction.

IN RE:)
) **McCALL CITY COUNCIL**
Eagle Lake Subdivision) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
Planned Unit Development) **DECISION**
))
))
Application Number:)
PUD-17-01)

FINDINGS OF FACTS

Applicant: Pat Hill

Representative: Millemann, Pittenger, and Pemberton LLP

Application: Planned Unit Development General Plan application for a new eight (8) lot Planned Unit Development.

Companion Applications: Subdivision preliminary plat application (SUB-17-02) for Phase 1 to consist of five (5) units.

Procedural History: At its July 11, 2017 regularly scheduled meeting, the McCall Area Planning and Zoning Commission held a properly noticed public hearing and recommended the application for approval to City Council.

Location: Tax Parcel 221, Situate in Government Lots 8 and 9, Section 8, T18N, R3E, BM, City of McCall, Valley County, Idaho.

Pre-Application Meeting Date: The applicant provided a pre-application presentation of the project to the McCall Area Planning and Zoning Commission at its April 4, 2017 meeting.

Public Notices: Newspaper: The Notice of Hearing was published in the *Star News* on August 23, 2017.

Mailing: The applicant mailed the Notice of Hearing to property owners within 300 feet on August 22, 2017.

Posting: The applicant posted the Notice of Hearing on the subject parcel on August 24, 2017.

Zoning: R4 – Low Density Residential

Property Size: The PUD is 7.905 acres in size. The proposed Phase 1 area is 3.50 acres.

APPROVAL STANDARDS

Title 3, Chapter 10

- 1. The underlying zoning, title IX of the McCall City Code, and other applicable regulations under title III and title IX of the McCall City Code are met, except as the applicant has specifically requested modifications to the standards as part of the PUD.** The project meets the requirement of the underlying R4 – Low Density Residential zoning. The applicable regulations under Title III and Title IX of McCall City Code are met. The applicant has not requested any modifications to the standards as part of the PUD.
- 2. The proposed uses shall not be detrimental to present and potential surrounding uses; nor shall they be detrimental to the health, safety and general welfare of the public. The physical features of the site, public facilities, and existing adjacent developments and uses shall be considered.** The proposed single family residential use is compatible with the surrounding residential uses and will not be detrimental to the health, safety and general welfare of the public.
- 3. The density of the planned unit development considered as a whole shall be in substantial conformity with the density of the underlying zone.** The applicant proposes a total of eight (8) lots within the PUD, which results in a density of .99 units per acre. This meets the density allowance of the underlying zone, pursuant to McCall City Code (MCC 3.3.03).

4. **Any variation from the basic zone requirements must be warranted by the design and amenities incorporated in the preliminary and final development plan.** The development includes the following amenities incorporated in the preliminary plan:
 - a. Open space in excess of the minimum requirement which is accessible from all proposed lots. A 10 ft. wide pedestrian access easement will provide access from Lot 7 to the open space.
 - b. Fire pit and benches for property owner use.
5. **The planned unit development must meet the general objectives of the McCall Area Comprehensive Plan.** The Future Land Use Map within the 2007 McCall Area Comprehensive Plan (Comp Plan) anticipates that the existing R4 – Low Density Residential zoning of the subject property to remain. The proposed development is consistent with the development standards of the R4 – Low Density Residential zoning.
6. **Existing and proposed streets and utility services must be suitable and adequate for the proposed development.** The proposed streets and utility services will be suitable and adequate for the development.
7. **A development agreement is required between the developer and the city which delineates commitments of the developer to the city and of the city to the developer including, but not limited to, assurances for public and private improvements and maintenance of the same.** The developer proposes to complete all improvements prior to execution of the final subdivision plat, so a development agreement is not necessary. However, should the developer choose to defer any improvements, the developer shall obtain approval of a development agreement and provide financial assurances prior to execution of the final plat.

- 8. A PUD may be proposed in conjunction with an application to amend the zoning map and the Comprehensive Plan.** The applicant does not proposed to amend the zoning or Comprehensive Plan.

PUD Development Standards [MCC 3.10.08]

- 1. Residential Density:** The applicant proposes a total of eight (8) lots within the PUD, which results in a density of .99 units per acre. This meets the density allowance of the underlying zone, pursuant to McCall City Code (MCC 3.3.03).
- 2. Yards:** Pursuant to McCall City Code section 3.10.08.G, each dwelling unit should be provided with a minimum of one hundred (100) sq. ft. of private, landscaped, open space. The proposed lots are of adequate size to provide space for yards in excess of this minimum. No landscaping plan has been provided as part of the PUD application. Each future lot owner will be responsible for any landscaping on the proposed lots.
- 3. Off Street Parking:** Off-street parking will be accommodated on the individual lots.
- 4. Signs:** No signs have yet been proposed for the development. Any proposed signs will require review and approval by the City of McCall.
- 5. Storm Water Management:** As stated in the City Engineer email dated June 26, 2017, submitted conceptual grading and stormwater management plans indicate that the project will be able to comply with the City's drainage and management guidelines and final design approval will be required as part of final engineering approval.
- 6. Open Space; Common Areas; Amenities:** The application proposes two Open Space lots; Phase 1 Open Space will be .726 acres in size (9.18% of the total PUD area) and Phase 2 Open Space is currently proposed to be .350 acres (4.43% of the total PUD area). Additionally, the project includes the following amenities:

- a. A 10 ft. wide pedestrian access easement will provide access from Lot 7 to the open space.
 - b. Fire pit and benches for property owner use.
7. **Required Setbacks:** The building setbacks will comply with McCall City Code.
8. **Landscaping:** A landscaping plan has not been provided, however the application indicates that the heavily wooded natural landscape will remain in the proposed Open Space and in the area between the building envelope and the property boundary for Lots 5-8.
9. **Private Streets: Private streets may be utilized within the project, subject to the requirements of title IX, chapter 6 of this code, when the following requirements are met:**
 - a. **The commission, after recommendation from city staff and the fire chief, finds that the design of the proposed streets, pedestrianways and off street parking is adequate to protect public health, safety and welfare and will adequately accommodate anticipated uses within the development, as well as appropriately contribute to the city's need for a connected street network.** No public pedestrian or bicycle pathways are provided as part of the proposed development. Additionally, the proposed private street does not connect through the property to, therefore, does not contribute to a connected street network. Off-street parking will be accommodated on the individual lots. McCall Fire has stated that the proposed private road and turn around are adequate for emergency services (see Agency Comments).
 - b. **Private streets shall be owned by a homeowners' association and all future repair and maintenance costs, including reconstruction, shall be borne by the homeowners.** The street within the development is proposed to function more similarly to a drive aisle than a private street and will be properly surfaced with asphalt.

9. **Lighting Plan:** No road or site lighting is proposed. The application indicates that lighting associated with residential structures on the proposed lots will meet the provisions of McCall's Outdoor Lighting Ordinance (MCC 3.14). This will be verified prior to issuance of a building permit for each lot.

DEPARTMENT/AGENCY COMMENTS

McCall Addressing Coordinator

In a letter dated March 22, 2017, the Addressing Coordinator stated that the road name of Soaring Eagle Drive within the proposed Eagle Lake PUD has been approved. In a subsequent email dated June 2, 2017, the Addressing Coordinator stated that the proposed plat map indicates the private road as Eagle Shores Court and the site map labels the private road as Eagle Bay Court.

Central District Health Department (CDHD)

In a Review Sheet received June 12, 2017, CDHD stated that if central sewer is available to Phase 2, it may need to connect.

McCall Fire and EMS

In an email dated June 14, 2017, McCall Fire stated that the proposed turnaround and driveway width meets the fire district requirements.

McCall City Engineer

In an email dated June 26, 2017, the City Engineer stated the following:

1. Preliminary Engineering plans and stormwater calculations were submitted with this application, and found to be in general conformance with the City's engineering guidelines. Additional engineering review will be provided with final engineering plans and the final stormwater report for the project

2. The preliminary plat document was reviewed and found to be in general conformance with City guidelines. The final plat documents should be prepared in accordance with the City's digital data submission standards (DDSS).
3. Public Works staff has been in contact with the applicant about providing additional snow storage easement area within Open Space A along Rio Vista Blvd. It is requested that a 25' (twenty-five foot) wide Snow Storage easement be provided along Rio Vista Blvd., in addition to the standard 12' (twelve foot) drainage and public utility easement as currently shown.
4. MCC Section 9.6.05(F) provides the requirements for private road access and maintenance. Per this section, a maintenance reserve funding plan and schedule shall be prepared and provided to the City Engineer for approval.
5. The submitted plans do not identify the location of water service and associated meter can locations. Final civil plans shall locate these meters in non-vehicular, non-plowed areas with adequate protection.
6. All water and sewer "will serves" for the project will be provided concurrently with final engineering approval.

CONCLUSIONS OF LAW

1. The City of McCall has provided for the processing of application for Planned Unit Development, authorized by Section 67-6512, Idaho Code, pursuant to Title 3, Chapter 10 of McCall City Code.
2. Adequate notice of the September 14, 2017 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 Planned Unit Development Standards set forth in Title 3 of McCall City Code.

DECISION

THEREFORE, the McCall City Council hereby **approves** this Planned Unit Development General Plan application, provided that the following conditions are met:

1. Approval of the Planned Unit Development application (PUD-17-01) shall be contingent upon McCall City Council approval of the Subdivision Preliminary Plat application (SUB-17-02).
2. Lots within Phase 2 of the proposed PUD may be connected to individual septic systems with the approval of Central district health, pursuant to McCall City Code (MCC 9.6.02(I)). If any increase in the density of Phase 2 beyond three (3) lots or units is proposed in the future, all lots or units within Phase 2 of the proposed PUD shall be connected to central sanitary sewer services, pursuant to McCall City Code (MCC 9.6.02(H)).
3. PUD General Plan approval shall lapse and become void if the applicant has not submitted for preliminary platting of PUD Phase 2 within seven (7) years of City Council approval of the PUD General Plan.

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 14th day of September, 2017.

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: _____

IN RE:)
) **McCALL CITY COUNCIL**
Eagle Lake) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
Subdivision Preliminary Plat) **DECISION**
))
))
Application Number:)

FINDINGS OF FACTS

Applicant: Pat Hill

Representative(s): Millemann, Pittenger, and Pemberton LLP

Application: Subdivision Preliminary Plat application for Phase 1 of the Eagle Lake Planned Unit Development to consist of five (5) lots.

Companion Application(s): Planned Unit Development General Plan application (PUD-17-01) for a new eight (8) lot Planned Unit Development.

Location: Tax Parcel 221, Situate in Government Lots 8 and 9, Section 8, T18N, R3E, BM, City of McCall, Valley County, Idaho.

Property Address: The property current address is 414 Rio Vista Blvd. The road name Eagle Shores Ct. has been approved for the private drive accessing the proposed parcels.

Pre-Application Meeting Date: The applicant provided a pre-application presentation of the project to the McCall Area Planning and Zoning Commission at its April 4, 2017 meeting.

Public Notices: Newspaper: The Notice of Hearing was published in the *Star News* on August 23, 2017.

Mailing: The applicant mailed the Notice of Hearing to property owners within 300 feet on August 22, 2017.

Posting: The applicant posted the Notice of Hearing on the subject parcel on August 24, 2017.

Procedural History: At its July 11, 2017 regularly scheduled meeting, the McCall Area Planning and Zoning Commission held a properly noticed public hearing and recommended the application for approval to City Council.

Zoning Districts: R4 – Low Density Residential

Property Size: The PUD is 7.905 acres in size. The proposed Phase 1 area is 3.50 acres.

Parking Spaces: Parking will be accommodated on the individual lots.

APPROVAL STANDARDS

Title 9, Chapter 1

Subdivision and Development Provisions

- 1. The applicant, based on the size of the proposed subdivision, was required to submit an accompanying Planned Unit Development application [MCC 9.1.02.E & Table 9.1.02].** The submitted preliminary subdivision plat of 3.5 acres is the first phase of a larger project that totals 7.905 acres. A companion Planned Unit Development applicant has been submitted (PUD-17-01), pursuant to McCall City Code, which requires developments of four (4) acres or more within the R4 – Low Density Residential zone to submit a planned unit development proposal.
- 2. No subdivision shall be approved which affects the ability of a political subdivision of the state, including school districts, to deliver services without compromising quality or service delivery to current residents or imposing substantial additional costs upon current residents, unless the subdivider provides for the mitigation of the effects of subdivision [MCC 9.1.02.G].** The proposed subdivision is within existing taxing districts, including school and fire, and will not impose substantial additional costs upon current residents.
- 3. When an owner of contiguous parcels proposes to subdivide any portion of the contiguous parcels, an area development plan shall be submitted and approved. The commission and**

council shall evaluate the following basic site criteria and make appropriate findings of fact regarding the area development plan [MCC 9.1.02.H].

- a. Streets, whether public or private, provide an interconnected system and shall be adequate to accommodate anticipated vehicular and pedestrian traffic and to meet the requirements of its functional classification.** A private street is proposed that does not connect to Rio Vista Ave. to the east. The proposed private street is adequate to accommodate the anticipated vehicle traffic within the proposed subdivision, but does not further the goal of an interconnected street system.
- b. Nonvehicular circulation routes provide safe pedestrianways and bicycleways and provide an interconnected system to streets, parks and green space, public lands, or other destinations.** A pathway easement indicated on the preliminary plat will provide pedestrian access from Lot 7 to the open space.
- c. Water main lines and sewer main lines are designed in the most effective layout feasible and meeting the applicable standards.** The Phase 1 water and sewer service lines are proposed to be located substantially within the private road right of way. The City Engineer has reviewed the proposed utility layout and stated that it appears adequate (see Agency Comments).
- d. Other utilities, including power, telephone, and cable, are designed in the most effective layout feasible.** The preliminary utility plan (drawing C-1) indicates that all utilities will be installed underground. The plans do not provide location details for power, telephone and cable service lines to each lot.
- e. Park land is most appropriately located on the contiguous parcels.** Pursuant to McCall City Code section 9.2.102, residential subdivisions or planned unit developments consisting of nine (9) or more dwelling units are required to set aside park land area.

The proposed project includes eight (8) parcels and, therefore, is not required to provide park land.

f. Grading and drainage are appropriate to the contiguous parcels. As stated in the City Engineer email dated June 26, 2017, submitted conceptual grading and stormwater management plans indicate that the project will be able to comply with the City's drainage and management guidelines and final design approval will be required as part of final engineering approval.

g. Development avoids easements and hazardous or sensitive natural resource areas.

Wetlands have been indicated on the preliminary plat and a building envelope has been defined to ensure development avoids impact to the wetland areas.

4. The subdivision application contains more than four (4) lots and is therefore not eligible for the Record of Survey procedure [MCC 9.1.05.B.1]. The proposed Phase 1 subdivision includes five (5) residential lots, and is therefore not eligible for the Record of Survey procedure.

5. All subdivisions of land, records of survey, and all dedications and vacations of streets must comply with the McCall area comprehensive plan as adopted by the council and with the current zone as defined in title III of the McCall City Code [MCC 9.1.06]. The Future Land Use Map within the 2007 McCall Area Comprehensive Plan (Comp Plan) anticipates that the existing R4 – Low Density Residential zoning of the subject property to remain. The proposed development is consistent with the development standards of the R4 – Low Density Residential zoning.

Subdivision Design Standards [MCC Title 9, Chapter 3]

- 1. Blocks:** The proposed street location and lot size does not provide for two (2) tiers of lots.
- 2. Lots:** The lot size and shape conform to the underlying R4 – Low Density Residential zoning. Building setbacks will be in compliance with McCall City Code.

3. **Streets:** The proposed private street has a right of way width of forty feet (40 ft.), which is less than the minimum street right of way width of sixty feet (60 ft.), pursuant to MCC 9.3.04. The proposed private drive will have a paved surface width of twenty feet (20 ft.).
4. **Alleys:** There are no alleys proposed.
5. **Easements:** Twelve feet (12 ft.) wide easements are provided for public utilities and snow storage along the property frontages. An additional snow storage easement within the proposed Open Space A is requested by McCall Public Works to accommodate necessary snow storage near the intersection of Rio Vista Blvd. and Chula Rd.
6. **Pedestrian and Bicycle Pathways and Greenbelts:** The development does not proposed any pedestrian crosswalks or pathways.
7. **Snow Storage:** Twelve feet (12 ft.) wide easements are provided for public utilities and snow storage along the property frontages. An additional snow storage easement within the proposed Open Space A is requested by McCall Public Works to accommodate necessary snow storage near the intersection of Rio Vista Blvd. and Chula Rd.
8. **Monuments and Signage:** A chainsaw sculpture of an eagle has been placed at the subdivision entrance. No other monuments or signage are proposed.
9. **Parks:** No park land is proposed or provided within the subdivision.

Subdivision and Development Improvement Requirements [MCC Title 9, Chapter 6]

1. **Streets:** The proposed private street has a right of way width of forty feet (40 ft.), which is less than the minimum street right of way width of sixty feet (60 ft.), pursuant to MCC 9.3.04. The proposed private drive will have a paved surface width of twenty feet (20 ft.).
2. **Street Name Signs:** The proposed private road will require street name signage to direct emergency service providers.
3. **Street Lighting:** No street lighting is proposed.

4. **Sidewalks:** No sidewalk is provided within the development.
5. **Drainage Facilities:** As stated in the City Engineer email dated June 26, 2017, submitted conceptual grading and stormwater management plans indicate that the project will be able to comply with the City's drainage and management guidelines and final design approval will be required as part of final engineering approval.
6. **Water Supply:** The proposed Phase 1 lots will be connected to the city water system. Approval of final utility construction plans is a component of final engineering approval.
7. **Sanitary Sewer:** The development will connect to the City sewer system and the City Engineer has stated that the proposed sewer layout appears to be adequate to serve Phase 1 of the proposed development.
8. **Dry Lines:** No dry lines are required to be installed.
9. **Paved Pathways:** No paved pathways are proposed.
10. **Underground Power and Telephone:** All utilities within the development are proposed to be installed underground.
11. **Underground Cable:** All utilities within the development are proposed to be installed underground.
12. **Landscaping:** No landscaping plan has been submitted. Natural landscaping will be retained within the open space areas and outside of designated building footprint areas.
13. **Buffers:** Propose Open Space A provides a buffer for the Phase 1 lots from Rio Vista Blvd.
14. **Irrigation Wells:** No irrigation wells are proposed.
15. **Drainage:** As stated in the City Engineer email dated June 26, 2017, submitted conceptual grading and stormwater management plans indicate that the project will be able to comply with the City's drainage and management guidelines and final design approval will be required as part of final engineering approval.

16. Building Numbers: Address numbers in accordance with McCall Addressing Guidelines shall be installed prior to issuance of a Certificate of Occupancy.

17. Perimeter Walls, Gates and Berms: No perimeter walls, gates or berms are proposed.

18. Perimeter Fencing: No perimeter fencing is proposed.

19. Driveways: Private driveways will serve each lot from the proposed private road. The location or width of these driveways have not been identified. No shared driveways are proposed.

Development Agreement [MCC 9.6.06]: The developer proposes to complete all improvements prior to execution of the final subdivision plat, so a development agreement is not necessary. However, should the developer choose to defer any improvements, the developer shall obtain approval of a development agreement and provide financial assurances prior to execution of the final plat.

Special Subdivision and Development Provisions (MCC Title 9, Chapter 7)

1. Environmental and Aesthetics [MCC 9.7.06]

- a. Design takes advantage of natural settings, preserving natural features such as streamside environments, intermittent watercourses or streams, wetlands, and vegetation.** The proposed project takes advantage of frontage on Rio Vista Lake, protects wetland areas and preserves natural landscaping within proposed open space areas.
- b. Cluster parking where feasible, and minimize the number and width of driveways and access roads to avoid tree removal.** No clustered or centralized parking is proposed. Each proposed lot will have an individual driveway. No driveway width is defined in the application.
- c. Locate parking along sides or in back of commercial, business park or industrial buildings.** No commercial, business park or industrial buildings are proposed.

- d. **Roofing of nonreflective materials and be fire resistant; use of wood shingles of any type is discouraged.** No details regarding structure design have been provided.
- e. **Site homes and arrange landscaping in a manner so as to maximize wildfire defensible space and allow access to firefighting equipment and personnel.** No details regarding landscaping of the proposed residential lots has been provided.

Other Provisions Applicable to All Subdivisions and Development [MCC 9.7.09]

1. Public Places

- a. **Provide and incorporate common areas within clusters of homes.** The proposed lots do not encourage clustering of homes. Open space is provided along the perimeter of the development.
- b. **Create public places appropriately sized for the community and within walking distance of all citizens.** No public places are proposed.
- c. **Reserve sufficient space within the core of each neighborhood for at least several public community facilities.** No public community facilities are proposed and a core area is not reserved for future development of community facilities.
- d. **Concentrate community facilities around public "squares" at the intersection of community pathways or streets.** No community facilities are proposed.

2. Streets and Access

- a. **Orient streets in such a manner as to take advantage of the solar heat and light provided by the sun during winter months.** The streets are oriented west-east which will allow as much solar exposure as possible given that the property is heavily wooded.
- b. **Provide adequate street rights of way for maximum sunlight penetration and to preserve distant views and create a sense of spaciousness.** The proposed private street has a right of way width of forty feet (40 ft.), which is less than the minimum street right

of way width of sixty feet (60 ft.), pursuant to MCC 9.3.04. The private street functions primarily as a drive aisle for the development, and, therefore a narrower right of way is permissible.

- c. **Establish a connected fabric of streets that respect topographical constraints without resorting to dead ends.** The development does not establish a connected fabric of streets and includes a dead end.
- d. **Encourage planting of street trees to create shade canopies of sidewalks and public streets.** No street trees are proposed.
- e. **Construct streets in such a manner so as to take advantage of distant views.** No distant significant views are obscured by the development or proposed private road location.

3. Rural Settlement

- a. **Salvage and replant native plants that lie in the path of development.** The applicant does not propose to salvage and replant native plants.
- b. **Protect significant geological features such as rock outcroppings.** No significant geological features have been identified on the subject parcel.
- c. **Cluster development in a manner so as to maximize environmentally significant, unfragmented open space.** Open space is not fragmented.
- d. **Protect wildlife habitat and enhance wildlife movement corridors in a manner that allows for continued free movement of the broadest possible variety of species.** No wildlife movement corridors have been identified on the subject parcel.
- e. **Restrict development of steep slopes (greater than 35 percent) and in geologically hazardous areas.** No slopes in excess of 35 percent or geologically hazardous areas have been identified.

- f. **Construct the narrowest streets possible, consistent with other considerations.**

Minimize impacts on vegetation, natural drainage patterns and minimize the need for "cut and fill". The proposed private street has a right of way width of 40 feet, which is less than the City standard of 60 feet.

4. **Culture/Community**

- a. **Preserve and integrate historic ranching or farming operations through sensitive home placement, conservation easements, and other means.** No historic ranching or farming operations exist within the project area.
- b. **Ensure that new development respects and complements the existing agricultural land use through the use of approved fencing, setbacks, and overall placement of structures.** The project area is not currently used for agricultural purposes.
- c. **Preserve significant historical buildings.** No historic buildings exist within the project area.
- d. **Integrate historical buildings in new development.** No historic buildings exist within the project area.
- e. **Protect sacred sites to preserve people's spiritual roots and their connection to the past.** No sacred sites have been identified to date within the project area.

5. **Visual**

- a. **Identify and preserve unique views.** The development maximizes views of Rio Vista Lake for individual lot owners.
- b. **Minimize exotic landscaping, the size of building footprints, and the amount of impervious surface devoted to roadways.** The proposed private driveway is narrower than the standard. No indication is given within the application regarding the size of building footprints or minimizing exotic landscaping.

- c. **Where vegetation of the natural landscape is sparse, limit additional landscape plantings, except for native plants.** The existing landscape is not sparse.
- d. **Where natural vegetation or topography does not allow for "hiding" development, locate structures such that they are subordinate to the horizon and significant view sheds.** The project is not located on a skyline.
- e. **Cluster developments in a manner so as to maximize visually significant open space.**
The proposed lots are not clustered in a manner that maximizes open space.
- f. **Nestle structures below ridgelines and with the folds of hills.** Specific building locations are not provided.
- g. **Avoid or mitigate ridge top "skylining" that alters the natural land profiles with built structures.** The project area does not include a significant ridge top.
- h. **Minimize visual clutter within scenic corridors.** The property is not located within a delineated scenic corridor.
- i. **Design buildings on hillsides to follow the natural terrain in a manner that minimizes earth disturbance.** No building design or siting criteria have been provided.
- j. **Preserve and protect significant foreground views along scenic corridors.** The property is not located within a delineated scenic corridor.
- k. **Avoid fencing altogether to allow the landscape to flow uninterrupted.** No fencing is proposed.

6. Architecture and Design

- a. **Design buildings that mimic the profiles of the natural landscape.** The application proposes to utilize a modern building design but no siting criteria have been provided.

- b. **Limit the majority of buildings to two (2) stories; taller buildings should be exceptional and reserved for cultural, civic or community housing purposes.** No final building designs or siting criteria have been provided.
- c. **Avoid building large, monolithic structures. Buildings should comprise a complex of smaller buildings or sections.** No building design or siting criteria have been provided.
- d. **Limit the size of residential buildings relative to lot size.** No building design or siting criteria have been provided.
- e. **Arrange roofs so that each distinct roof corresponds to an identifiable entity in the building.** No building design or siting criteria have been provided.
- f. **Build arcades at the edge of buildings to provide shelter from sun and rain.** No building design or siting criteria have been provided.
- g. **Vary roof pitches, lines, shapes, etc.** No building design or siting criteria have been provided.
- h. **In designing a complex, leave room for organic future growth.** No building design or siting criteria have been provided.

7. Site Design

- a. **Avoid nonnative vegetation and turf landscaping. Maintain existing vegetation and minimize land disturbance and lot grading.** No landscaping design criteria have been provided.
- b. **Limit the size of secondary buildings, including garages.** No building design or siting criteria have been provided.

DEPARTMENT/AGENCY COMMENTS

McCall Addressing Coordinator

In a letter dated March 22, 2017, the Addressing Coordinator stated that the road name of Soaring Eagle Drive within the proposed Eagle Lake PUD has been approved. In a subsequent email dated June 2, 2017, the Addressing Coordinator stated that the proposed plat map indicates the private road as Eagle Shores Court and the site map labels the private road as Eagle Bay Court.

Central District Health Department (CDHD)

In a Review Sheet received June 12, 2017, CDHD stated that if central sewer is available to Phase 2, it may need to connect.

McCall Fire and EMS

In an email dated June 14, 2017, McCall Fire stated that the proposed turnaround and driveway width meets the fire district requirements.

McCall City Engineer

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1. Preliminary Engineering plans and stormwater calculations were submitted with this application, and found to be in general conformance with the City's engineering guidelines. Additional engineering review will be provided with final engineering plans and the final stormwater report for the project
2. The preliminary plat document was reviewed and found to be in general conformance with City guidelines. The final plat documents should be prepared in accordance with the City's digital data submission standards (DDSS).
3. Public Works staff has been in contact with the applicant about providing additional snow storage easement area within Open Space A along Rio Vista Blvd. It is requested that a 25' (twenty-five foot) wide Snow Storage easement be provided along Rio Vista Blvd., in

addition to the standard 12' (twelve foot) drainage and public utility easement as currently shown.

4. MCC Section 9.6.05(F) provides the requirements for private road access and maintenance. Per this section, a maintenance reserve funding plan and schedule shall be prepared and provided to the City Engineer for approval.
5. The submitted plans do not identify the location of water service and associated meter can locations. Final civil plans shall locate these meters in non-vehicular, non-plowed areas with adequate protection.
6. All water and sewer "will serves" for the project will be provided concurrently with final engineering approval.

CONCLUSIONS OF LAW

1. The City of McCall has provided for the processing of application for Subdivision, authorized by Section 67-6512, Idaho Code, pursuant to Title 9, Chapter 2 of McCall City Code.
2. Adequate notice of the September 14, 2017 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 Subdivision Standards set forth in Title 9 of McCall City Code.

DECISION

THEREFORE, the McCall City Council hereby **approves** this Subdivision application, provided that the following conditions are met:

1. Approval of the Subdivision Preliminary Plat application (SUB-17-02) shall be contingent upon McCall City Council approval of the companion Planned Unit Development application (PUD-17-01).

2. Prior to any site grading or disturbance, the applicant shall obtain final engineering approval from the McCall City Engineer of project final civil designs.
3. Pursuant to McCall City Code (MCC 9.2.06.H), preliminary subdivision plat approval shall lapse and become void whenever the applicant has not applied for final plat approval within eighteen (18) months from the date of preliminary plat approval by McCall City Council. Alternatively, the applicant shall obtain approval of a Development Agreement with the City that details a phasing plan and completion timeline.
4. Prior to submittal of the Final Plat for review by the McCall Area Planning and Zoning Commission, the plat shall be revised to indicate a twenty-five feet (25 ft.) wide snow storage easement area within Open Space A along Rio Vista Blvd.
5. Prior to submittal of the Final Plat for review by the McCall Area Planning and Zoning Commission, the applicant shall provide documentation of Army Corps of Engineers concurrence that the wetland area indicated on the preliminary plat is accurate.
6. Prior to submittal of the Final Plat for review by the McCall Area Planning and Zoning Commission, the applicant shall provide subdivision design guidelines that shall, at a minimum, meet the development standards of McCall City Code Title 3 and Title 9.
7. Prior to execution and recordation of the Final Plat, the applicant shall provide a maintenance reserve funding plan schedule for the private road for review and approval by the City Engineer.
8. Prior to execution and recordation of the Subdivision Final Plat, the applicant shall construct; water, sewer, and private road infrastructure and shall obtain final approval of these aspects from the City of McCall. Alternatively, the applicant shall obtain approval of a Development Agreement with the City and shall provide financial assurances for any deferred improvements.
9. Prior to execution and recordation of the Subdivision Final Plat, all easements shall be indicated on the final plat and shall be formally documented with signed declarations and recorded with the plat.

10. Prior to execution and recordation of the Subdivision Final Plat, the applicant shall provide digital files of the plat in accordance with the McCall Digital Data Submission Standards.
11. A full set of as built (record) drawings of all improvements intended for public use and maintenance, including, but not limited to, water and sewer lines, and including also private and public streets, shall be furnished to the City of McCall within sixty (60) days of completion of the construction.

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 14th day of September, 2017.

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: _____

**APPLICATIONS FOR
PUD GENERAL PLAN
PRELIMINARY PLAT**

**EAGLE LAKE PUD
EAGLE LAKE SUBDIVISION PHASE 1**

PREPARED FOR:

CITY OF McCALL
McCALL, IDAHO 83638
May 30, 2017

PREPARED BY:

APPLICANT:

Patrick Hill
136 E. Lake Street Unit 1
McCall, ID 83638
208.630.4700

ATTORNEY:

Amy Pemberton
Millemann, Pittenger & Pemberton LLP
706 North First Street
P.O. Box 1066
McCall, Idaho 83638
208.634.7641

ENGINEER:

Gregg Tankersly
Credtline Engineers, Inc.
323 Deinhard Lane
McCall, ID 83638
208.634-4140

SURVEYOR:

Rod Skiftun
Skiftun Land Surveying, Inc.
13784 Highway 55
McCall, ID 83638
208.634-3696

PATRICK HILL

APPLICATIONS FOR PUD GENERAL PLAN – EAGLE LAKE PUD PRELIMINARY PLAT – EAGLE LAKE SUBDIVISION PHASE 1

City of McCall
Valley County, Idaho

TABLE OF CONTENTS

APPLICATION FORMS:

1. City of McCall – Land Use Application Form
2. Owner Authorization Letter

EXHIBITS:

1. Project Description - Narrative (**Exhibit 1**)
2. PUD GENERAL PLAN
 - a. Existing Site Features Map (**Exhibit 2**)
 - b. Preliminary Development Plan (**Exhibit 3**)
3. PRELIMINARY PLAT
 - a. Vicinity Map (**Exhibit 4**)
 - b. Preliminary Plat – Eagle Lake Subdivision Phase 1 (**Exhibit 5**)
 - c. Civil Drawings (**Exhibit 6**)
 - Preliminary Road, Utility and Offsite Improvements Plan
 - Preliminary Grading, Drainage, and Stormwater Management Plan
 - Stormwater Application
 - d. Site Photos (**Exhibit 7**)
 - e. Draft General Declaration for Eagle Lake Subdivision (**Exhibit 8**)
 - f. Title Report (**Exhibit 9**)
 - g. Current Vesting Deed for the property which is the subject of the Amended Plat (**Exhibit 10**)

City of McCall
216 East Park Street
McCall, Idaho 83638
P.208.634.7142
F.208.634.3038

LAND USE APPLICATION



Date Received: _____

Fees Paid: _____

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
- # _____ Conditional Use Permit (CUP) - \$600
- # _____ Administrative Approval (AA) - \$50
- # \$2,600.00 Planned Unit Development (PUD) General Plan - \$2,000 + \$75/lot or unit
- # _____ Planned Unit Development (PUD) Final Plan - \$500 + \$75/lot or unit
- # \$2875.00 Subdivision (SUB) Preliminary Plat - \$2,500 + \$75/lot or unit
- # _____ Subdivision (SUB) Final Plat - \$1000 + \$75/lot or unit
- # _____ 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.

Total: **\$5,475.00**

PROPERTY OWNER INFORMATION

Property Owner 1: Patrick Hill Email: mccallinfo@frontier.com

Mailing Address: 136 E. Lake St., McCall, ID 83638 Phone: (208) 630-4700
Unit 1

Property Owner 2 (If Applicable): _____ Email: _____

Mailing Address: _____ Phone: _____

AGENT/AUTHORIZED REPRESENTATIVE INFORMATION

Applicant/Representative: Amy Pemberton Email: amy@mpmplaw.com

Mailing Address: PO Box 1066 McCall, ID 83638 Phone: (208) 634-7641

PROPERTY INFORMATION

Address(es) of Property: 414 Rio Vista Blvd, McCall, ID 83638

Legal Description of Property: Situate in Government lots 8 + 9, Section 8, T. 18N, R. 3E., B.M.

Zoning District of Property: R4 Project Sq. Footage (If Applicable): 7.905 Acres for PUD
3.50 Acres for Preliminary Plat

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)*

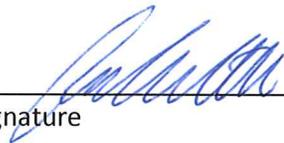
PUD General Plan approval for 8 lots, Preliminary Plat approval for Phase 1 (5 lots), as more fully described in the attached narrative.

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.

Patrick Hill
Property Owner 1


Signature

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.

PATRICK HILL
309 E. Lake Street Suite 3
McCall, ID 83638
208.630.4700

May 30, 2017

City of McCall
216 East Park Street
McCall, Idaho 83638

Re: Eagle Lake PUD

To whom it may concern,

Patrick Hill does hereby authorize the following representatives to represent him in pursuant of applications filed with the City of McCall and related to the Eagle Lake PUD General Plan and Eagle Lake Subdivision Phase 1 Preliminary Plat and related applications:

| | |
|--|---|
| <u>Surveyor</u> Rod Skiftun Skiftun Land Surveying, Inc. 13784 Highway 55 McCall, ID 83638 208.634.3696 | <u>Attorneys</u> Amy Pemberton Millemann Pittenger & Pemberton LLP 706 North First Street PO Box 1066 McCall, ID 83638 208.634.7641 |
| <u>Engineers</u> Gregg Tankersley Crestline Engineers, Inc. 323 Deinhard Lane, Suite C PO Box 2330 McCall, ID 83638 208.634.4140 | |

The primary contacts shall be myself, Pat Hill, and Amy Pemberton.

Best Regards,


PATRICK HILL

**PROJECT NARRATIVE
EXHIBIT 1**

APPLICATIONS FOR
PUD GENERAL PLAN – EAGLE LAKE PUD
PRELIMINARY PLAT – EAGLE LAKE SUBDIVISION PHASE 1

Patrick S. Hill is applying for the following: (a) Planned Unit Development General Plan for Eagle Lake PUD; and, (b) Preliminary Plat for Eagle Lake Subdivision Phase 1. Following are the Narratives for both applications.

A. PUD GENERAL PLAN

1. Please see an Existing Site Features Map attached as **Exhibit 2**, and a Preliminary Development Plan attached as **Exhibit 3**.
2. Project Name and Size. Eagle Lake PUD (the “PUD”) is 7.905 acres in size.
3. Proposed Density and Current Zoning. Applicant proposes a total of 8 lots in the PUD, which results in a density of 0.99 lots per acre. The property is zoned R4.
4. Prior Approvals. This parcel was previously designed for 23 lots. Rio Vista Subdivision Nos. 1, 2 and 5 surround this property, with density of approximately 3 to 4 lots per acre.
5. Phase 1 Size & Number of Lots. Phase 1 of the PUD will be 3.50 acres in size, and will have 5 lots. The applicant is submitting the Phase 1 Preliminary Plat concurrently with the PUD General Plan application. The narrative regarding the Phase 1 Preliminary Plat is provided below.
6. Phase 2 Size & Number of Lots. Phase 2 of the PUD is planned for 4.405 acres in size, and a total of 3 lots. The Applicant plans to proceed with a preliminary plat for Phase 2 within 7 years from approval of the PUD General Plan by the McCall City Council. Applicant may divide Phase 2 into sub-phases at a later date, and, as described below, may apply to modify the PUD General Plan to increase the density of Phase 2 at a later date should sewer become feasible.
7. PUD Purpose & Intent. Eagle Lake PUD complies with the purpose and intent of MCC 3.10.01 by preserving the natural features of the property planned for development, by promoting aesthetics, preventing disruption of natural drainage patterns, and efficient use of open spaces. The terrain is rolling and heavily wooded, adjacent to Rio Vista Lake and a small stream. Fish and wildlife are abundant in the area and the open space and buffer margins will allow the wildlife to move freely through the PUD.

With the previously designed 23 lot subdivision in the location of this PUD, the subdivision would conform to the R4 zoning requirements, but it would not take into consideration the “mountain neighborhood environment”. As a resident of this neighborhood for almost a decade, the Applicant’s design is meant to enhance this theme as opposed to diminishing it. The open space proposed on Rio Vista Boulevard, new easements for snow storage, and setback requirements will also help assure this goal. The PUD is in the middle of Rio Vista subdivision, and is therefore a continuation

of the surrounding land uses. The PUD is located adjacent to the south easterly boundary of Rio Vista Lake.

8. No Zoning Changes, etc. No zoning changes or zoning map amendments or Comprehensive Plan amendments, variances, or floodplain permits are requested.
9. Uses & Density. The land use for the PUD is entirely single family residential. Total density for the PUD will be 8 single family residential units.

The Phase 1 Plat provides for an open space that give a large separation between Phase 1 and Phase 2. This is to give a buffer between the two Phases in the event that sewer should be come feasible in the future, in which case the Applicant may apply to amend the PUD General Plan to increase the density beyond that approved in this application, but within the R4 requirements.

10. Open Spaces. Open spaces in the PUD will exceed 10% of the gross area of the PUD. The open space in Phase 1 will be 0.726 acres in size, and will be 9.18 % of the gross area of the PUD, and 20.74% of the gross area of Phase 1. The open space in Phase 2 will be 0.350 acres, and will be 4.43% of the gross area of the PUD, and 7.9% of the gross area of Phase 2. The open space is therefore frontloaded into Phase 1. The open space in Phase 2 may be modified somewhat as to location and size, but it will not be reduced below that which would result in total open space in the PUD being less than 10% of the gross area of the PUD.
11. Amenities. The additional PUD amenities to be provided by the applicant in Phase 1 will be: (a) the open space, which is double the required open space for Phase 1; and, (b) a fire pit and benches which were constructed from timber on the property (see Site Photos at **Exhibit 7** for a picture of the fire pit and benches). An entry monument of an eagle and fish were carved by a local carver from a dead tree on the property (see Site Photos at **Exhibit 7** for a picture of the entry monument). Additional amenities will be provided by the developer upon the platting of Phase 2, which may include a barbeque area, picnic tables, fountains, hammocks (“Hammock Hideaway”) and other improvements to be located in the open spaces. The amenities, including the fire pit and benches, may be placed in the Phase 1 open space or the Phase 2 open space. All owners will have access to the Phase 2 Open space from within the subdivision. There will be a pathway easement for the owner of Lot 7 Phase 2 to access the open space, and the remainder of the lots will be able to access this open space from Eagle Shores Court or through an open space. The proposed amenities will initially be reserved for use by the owners within the PUD. The developer may at some point allow other owners within Rio Vista to utilize open spaces and amenities pursuant to an agreement that would include cost sharing and compliance with PUD Rules and Regulations related to use of the open spaces.
12. Roads. The road in Phase 1 will be a private road, maintained by the Property Owners’ Association. There is no road anticipated in Phase 2, as all three of the lots in Phase 2 will be accessible from Rio Vista Boulevard.
13. Setbacks. Building setbacks will be in compliance with the applicable zoning regulations of the McCall City Code.

14. Utilities. Water for the entire PUD will be City of McCall water system, and Sewer for Phase 1 will be City of McCall sewer system. Phase 2 sewer services will be private and may be individual septic or individual pumps to the Phase 1 infrastructure connecting to the City of McCall sewer system; provided, that if the Applicant applies to amend the General PUD Plan to increase the density in Phase 2 as described at #9 above, the City of McCall sewer system will be utilized instead of individual systems.
15. Parking. Parking shall be accommodated on individual lots.
16. Development Schedule. The Applicant intends to complete roads and utilities for Phase 1 by the fall of 2017, and to record the final plat for Phase 1 in early 2018. The applicant intends to proceed with the preliminary plat for Phase 2 within 7 years of approval of the PUD General Plan by the McCall City Council.

B. PRELIMINARY PLAT – EAGLE LAKE SUBDIVISION PHASE 1

A copy of the proposed preliminary plat for Eagle Lake PUD Phase 1 is attached as **Exhibit 5**, and will be referred to in this narrative as the “Phase 1 Plat”. Following are some comments regarding the Phase 1 Plat.

1. Subdivision Name. Eagle Lake Subdivision Phase 1.
2. Total Phase 1 Acreage. 3.50 acres.
3. Legal Description. Situate in Government Lots 8 and 9 Section 8, T. 18 N., R. 3 E., B.M., City of McCall, Valley County, Idaho.
4. General Description. The applicant is proposing to plat Phase 1 with 5 single family lots. The road will be a private road maintained by the Property Owners’ Association. The size of the open space will be 0.726 acres, which is approximately 20.74% of the gross acreage of Phase 1.
5. Construction Plan. The applicant intends to construct infrastructure in the summer and fall of 2017, and to proceed with an application for final plat in the fall of 2017. Recordation of the final plat is planned for early 2018.
6. Comprehensive Plan Compliance. The Future Land Use Map in the McCall Area Comprehensive Plan (Chapter 5) identifies this parcel as primarily designated for Half Acre Residential. The proposed subdivision is in substantial conformity with the McCall Area Comprehensive Plan and approved uses for this property.
7. Permitted Uses. This property is zoned R4, and the sole proposed use is single family residential..
8. Parks Requirement. The Parks requirement at MCC 9.3.10 does not apply because there are fewer than 9 lots proposed in the PUD.
9. Eagle Lake Subdivision General Declaration. Please see a draft General Declaration for Eagle Lake Subdivision attached as **Exhibit 8**. Design Guidelines will be put in place prior to recordation of the Final Plat, and a complete draft will be provided with the Final Plat application. The design guidelines will include the following provisions:
 - a. Architectural themes will be generally modern. An example of current thoughts on the modern theme are attached as part of **Exhibit 8**.

- b. Setbacks, lot coverages, building height, and other improvement guidelines will comply with the McCall City Code.
 - c. Lighting will comply with the McCall City Code.
 - d. The area between the building envelope and the property boundary for Lots 5 – 8 will remain natural.
 - e. There will be no perimeter fencing around the boundary of the subdivision.
10. Utilities. These lots will utilize City water and sewer. Civil drawings are provided at **Exhibit 6**.
11. Neighborhood Meeting. A neighborhood meeting was held on May 26, 2017. 9 people participated in person at the meeting. Responses were generally favorable to the proposed project.

EAGLE LAKE P.U.D. A Phased Planned Unit Development

Situate in the Government Lots 8 and 9
Section 8, T. 18 N., R. 3 E., B.M.
City of McCall – Valley County, Idaho

0 60 120

22" x 34" Scale 1" = 60'

11" x 17" Scale 1" = 120'



CERTIFICATE OF SURVEYOR

I, Rod M. Skiftun, a Professional Land Surveyor, do hereby certify that this plat was prepared from notes taken during an actual survey made under my direct supervision in October of 2016, and that it correctly represents the points, courses and distances as recorded in said field notes.

ROD M. SKIFTUN
IDAHO NO. 9585



LEGEND

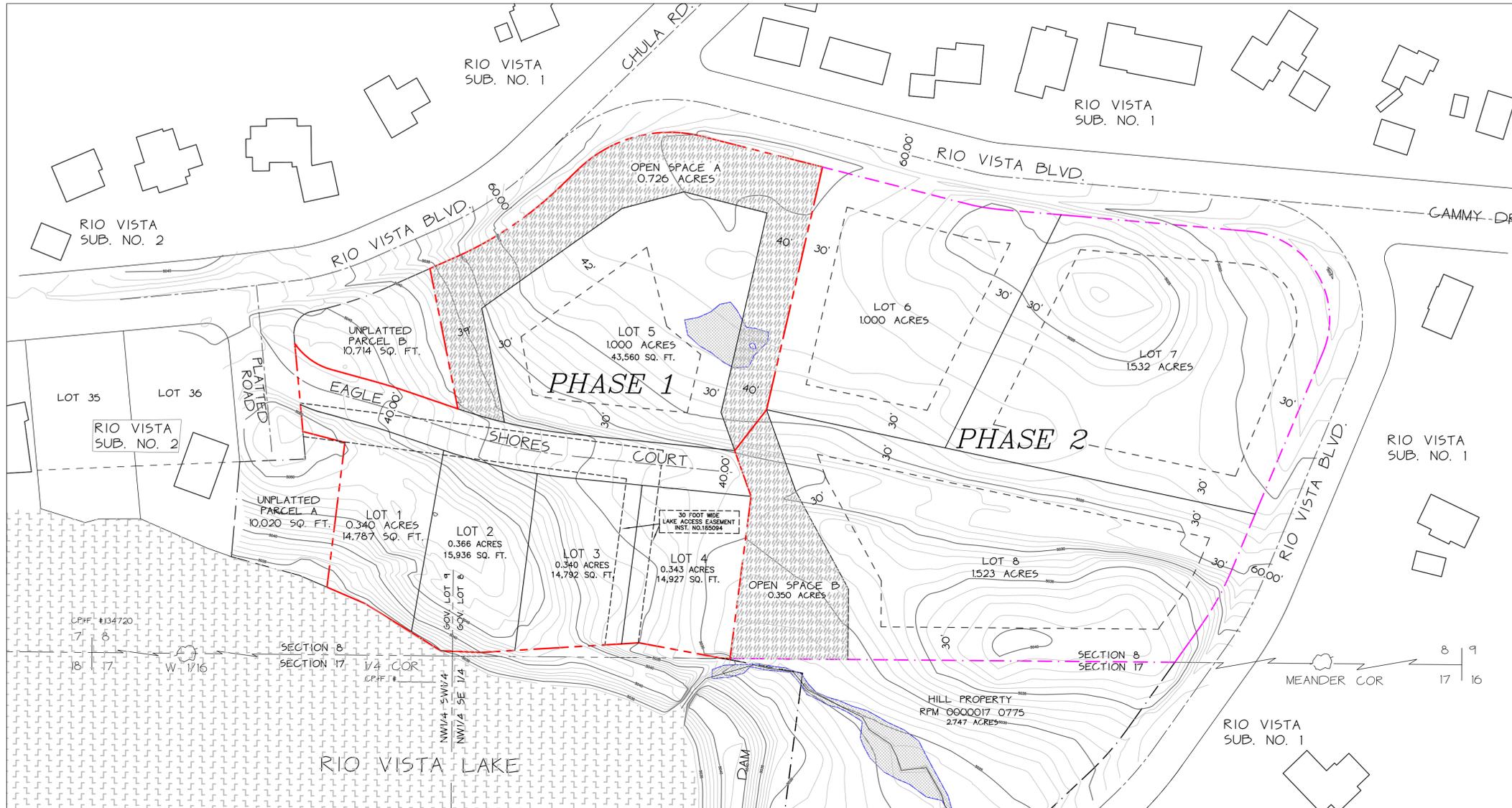
| | | | |
|--|--------------------|--|--------------|
| | BUILDING ENVELOPES | | WETLANDS |
| | OPEN SPACE | | LAKE SURFACE |

Contour Interval = 1 Foot

AREA MAP



SKIFTUN LAND SURVEYING, INC.
13784 HIGHWAY 55
McCALL, IDAHO 83638
208-634-3696



EXISTING SITE FEATURES MAP

- OWNER: PAT S. HILL, 136 E. LAKE ST., UNIT 1, MCCALL, ID 83638, 208-630-4700
- SURVEYOR: SKIFTUN LAND SURVEYING, INC. - ROD M. SKIFTUN P.L.S. 9585, 13784 HIGHWAY 55, MCCALL, ID 83638, 208-634-3696
- ENGINEER: CRESTLINE ENGINEERS - GREGG TANKERSLEY P.E. 12779, 323 DEINHARD LN., SUITE C, MCCALL, ID 83638, 208-634-4140
- ZONING: R-4 RESIDENTIAL
- SETBACKS: BUILDING SETBACKS FOR THIS PROJECT SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF MCCALL AND THE CONDITIONS OF APPROVAL OF THIS PUD.
- UTILITIES: PUBLIC UTILITY EASEMENTS WILL BE PLATTED ALONG THE ROADS AND PROVIDED AT ALL LOCATIONS NECESSARY FOR SERVICES TO THE IMPROVEMENTS.
NEW PHASE 1 WATER AND SEWER INFRASTRUCTURE WILL BE PUBLIC AND CONSTRUCTED FROM EXISTING LINES NEAR THE INTERSECTION OF RIO VISTA BLVD. AND THE PLATTED STREET. EASEMENTS TO THE PUBLIC WILL BE PROVIDED AT ALL NECESSARY LOCATIONS.
NEW PHASE 2 WATER SERVICES WILL BE PUBLIC FROM EXISTING LINES IN RIO VISTA BLVD. PHASE 2 SEWER SERVICES WILL BE PRIVATE AND MAY BE INDIVIDUAL SEPTIC OR INDIVIDUAL PUMPS TO THE PHASE 1 INFRASTRUCTURE. EASEMENTS WILL BE PROVIDED.
- ROADS: THE NEWLY PLATTED ROAD WILL BE PRIVATE AND MAINTAINED BY THE PUD POA. APPROPRIATELY SIZED SNOW STORAGE EASEMENTS WILL BE PROVIDED AND A FIRE ACCESS HAMMERHEAD WILL BE CONSTRUCTED AND EASEMENTED NEAR THE END OF THE PRIVATE ROAD.

WATER FEATURES, WETLANDS, AND STREAMS

THE TERRAIN IS ROLLING AND HEAVILY WOODED, ADJACENT TO A YEAR-AROUND LAKE AND SMALL STREAM. FISH AND WILDLIFE ARE ABUNDANT IN THE AREA AND THE OPEN SPACE AND BUFFER MARGINS WILL ALLOW THE WILDLIFE TO MOVE FREELY THROUGH THE DEVELOPMENT.

EXISTING SANITARY SEWER, STORM DRAINAGE, & WATER SUPPLY

THE ONLY EXISTING SANITARY SEWER IS NEAR THE ENTRANCE TO THE PRIVATE ROAD ALONG THE NORTH SIDE OF RIO VISTA BLVD. THERE ARE SOME PRESSURE LINES RUNNING FROM JUST EAST OF CHULA RD. ALONG THE SOUTH SIDE OF RIO VISTA BLVD. TO THE EXISTING GRAVITY LINES.

THE EXISTING STORM WATER DRAINAGE IS PRIMARILY RETAINED IN THE LOW AREAS ON THE PROPERTY OR TRANSMITTED VIA NATURAL DRAINAGE TO A CULVERT UNDER RIO VISTA BLVD. SOUTH OF THE P.U.D.

THERE IS AN EXISTING WATER LINE RUNNING ALONG RIO VISTA BLVD. WITH FIRE HYDRANTS LOCATED ON THE PROPERTY MARGINS AT THE APPROPRIATE SPACING.

FOR A DETAILED DEPICTION OF THE EXISTING WATER AND SEWER IMPROVEMENTS AROUND THIS PROJECT SEE THE PRELIMINARY ROAD, UTILITY, AND OFF-SITE IMPROVEMENTS DRAWING PROVIDED BY CRESTLINE ENGRS.

EXISTING EASEMENT

THERE IS ONLY ONE EXISTING EASEMENT. A LAKE ACCESS EASEMENT. A PORTION OF THE EASEMENT WILL UTILIZE THE NEW PRIVATE ROAD, THE REMAINDER WILL REMAIN IN PLACE.

CONTIGUOUS AND ADJACENT LAND AREAS

RIO VISTA SUB. NO. 1 LIES TO THE NORTH AND EAST, RIO VISTA SUB. NO. 2 TO THE WEST, AND RIO VISTA SUB. NO. 5 LYING TO THE SOUTH BEYOND AN UNDEVELOPED PARCEL OF LAND BELOW THE DAM. THE DENSITY IS APPROX. 3 TO 4 PER ACRE AND MOST ARE ACCESSED BY RIO VISTA BLVD. OR CUL DE SAC OFF OF IT. THE SURROUNDING AREA IS ZONED R-4 AND MOST HOMES ARE ON OR NEAR THE RIVER.

GENERAL SOIL TYPES AREAS SUBJECT TO FLOODING

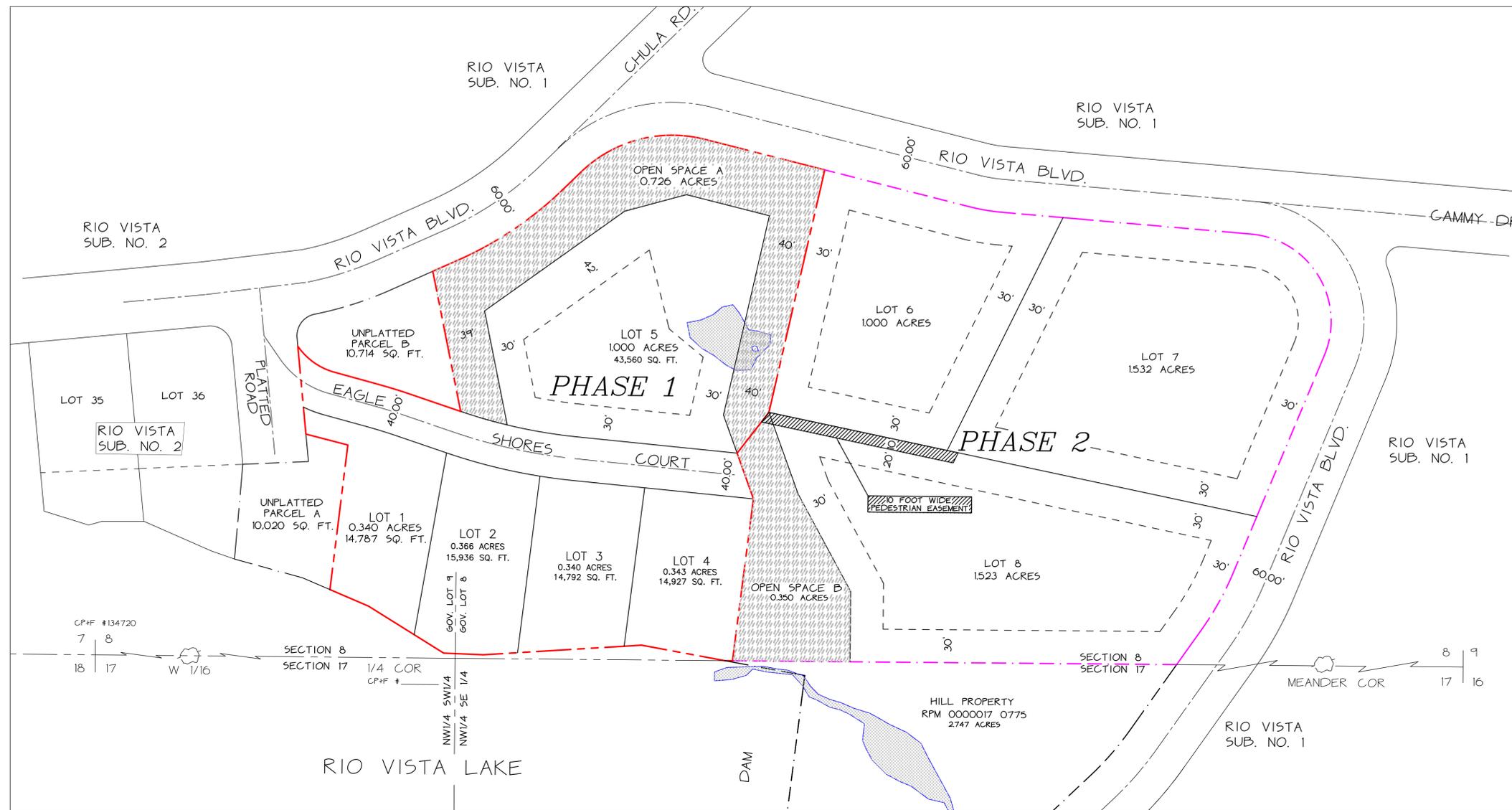
THE MCCALL SOILS ARE GENERALLY GENTLE TO STEEP SLOPING, MODERATELY DEEP TO VERY DEEP, SOMEWHAT EXCESSIVELY DRAINED SOILS THAT FORMED IN GLACIAL TILL. NO PORTION OF THE PROPERTY LIES IN A FEMA HAZARDOUS FLOOD ZONE AND IS NOT PRONE TO ANY FLOODING.

EAGLE LAKE PUD, EXISTING SITE FEATURES MAP, OWNER: PAT HILL SKIFTUN LAND SURVEYING, INC.

EXHIBIT 3

EAGLE LAKE P.U.D. A Phased Planned Unit Development

Situate in the Government Lots 8 and 9
Section 8, T. 18 N., R. 3 E., B.M.
City of McCall – Valley County, Idaho



0 60 120

22" x 34" Scale 1" = 60'
11" x 17" Scale 1" = 120'

CERTIFICATE OF SURVEYOR

I, Rod M. Skiftun, a Professional Land Surveyor, do hereby certify that this plat was prepared from notes taken during an actual survey made under my direct supervision in October of 2016, and that it correctly represents the points, courses and distances as recorded in said field notes.



ROD M. SKIFTUN
IDAHO NO. 9585

PRELIMINARY DEVELOPMENT PLAN

TOTAL AREA PUD = 7.905 ACRES

1. OWNER: PAT S. HILL, 136 E. LAKE ST., UNIT 1, MCCALL, ID 83638, 208-630-4700
2. SURVEYOR: SKIFTUN LAND SURVEYING, INC. - ROD M. SKIFTUN P.L.S. 9585, 13784 HIGHWAY 55, MCCALL, ID 83638, 208-634-3696
3. ENGINEER: CRESTLINE ENGINEERS - GREGG TANKERSLEY P.E. 12779, 323 DEINHARD LN., SUITE C, MCCALL, ID 83638, 208-634-4140
4. ZONING: R-4 RESIDENTIAL
5. SETBACKS: BUILDING SETBACKS FOR THIS PROJECT SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF MCCALL AND THE CONDITIONS OF APPROVAL OF THIS PUD.
6. UTILITIES: PUBLIC UTILITY EASEMENTS WILL BE PLATTED ALONG THE ROADS AND PROVIDED AT ALL LOCATIONS NECESSARY FOR SERVICES TO THE IMPROVEMENTS.
NEW PHASE 1 WATER AND SEWER INFRASTRUCTURE WILL BE PUBLIC AND CONSTRUCTED FROM EXISTING LINES NEAR THE INTERSECTION OF RIO VISTA BLVD. AND THE PLATTED STREET. EASEMENTS TO THE PUBLIC WILL BE PROVIDED AT ALL NECESSARY LOCATIONS.
NEW PHASE 2 WATER SERVICES WILL BE PUBLIC FROM EXISTING LINES IN RIO VISTA BLVD. PHASE 2 SEWER SERVICES WILL BE PRIVATE AND MAY BE INDIVIDUAL SEPTIC OR INDIVIDUAL PUMPS TO THE PHASE 1 INFRASTRUCTURE. EASEMENTS WILL BE PROVIDED.
8. ROADS: THE NEWLY PLATTED ROAD WILL BE PRIVATE AND MAINTAINED BY THE PUD POA. APPROPRIATELY SIZED SNOW STORAGE EASEMENTS WILL BE PROVIDED AND A FIRE ACCESS HAMMERHEAD WILL BE CONSTRUCTED AND EASEMENTED NEAR THE END OF THE PRIVATE ROAD.

PHASE 1 DESCRIPTION

PHASE 1 WILL CONSIST OF FIVE LOTS, FOUR OF WHICH WILL LIE ON THE SHORES OF RIO VISTA LAKE. A 0.726 ACRE OPEN SPACE PARCEL WILL BE PROVIDED. A PRIVATE ROAD WITH A FIRE ACCESS HAMMERHEAD WILL ACCOMMODATE ACCESS TO ALL LOTS.

TOTAL AREA PHASE 1 = 3,500 ACRES
 AREA OF LOT 1 = 0.340 ACRES AREA OF LOT 2 = 0.366 ACRES
 AREA OF LOT 3 = 0.340 ACRES AREA OF LOT 4 = 0.343 ACRES
 AREA OF LOT 5 = 1,000 ACRES Single Family Dwelling Lots 30.22% of Gross Area of PUD
 AREA OF OPEN SPACE = 0.726 ACRES Open Space 9.18% of Gross Area of PUD
 AREA OF PRIVATE ROAD = 0.385 ACRES Roads 4.87% of Gross Area of PUD

PHASE 2 DESCRIPTION

PHASE 2 WILL CONSIST OF THREE LOTS, ALL OF WHICH WILL FRONT ON RIO VISTA BOULEVARD. A 0.350 ACRE OPEN SPACE PARCEL WILL BE PROVIDED CONNECTING WITH THE PHASE 1 OPEN SPACE. RIO VISTA BOULEVARD WILL PROVIDE ACCESS FOR ALL LOTS.

TOTAL AREA PHASE 2 = 4,405 ACRES
 AREA OF LOT 6 = 1,000 ACRES AREA OF LOT 7 = 1,532 ACRES
 AREA OF LOT 8 = 1,523 ACRES Single Family Dwelling Lots 51.30% of Gross Area of PUD
 AREA OF OPEN SPACE = 0.350 ACRES Open Space 4.43% of Gross Area of PUD



AREA MAP



SKIFTUN LAND SURVEYING, INC.
13784 HIGHWAY 55
MCCALL, IDAHO 83638
208-634-3696

EAGLE LAKE PUD, PRELIMINARY DEVELOPMENT PLAN., OWNER: PAT HILL SKIFTUN LAND SURVEYING, INC.





North Fork Payette River

CHULA RD

5000 ft

398

RIO VISTA BLVD

A07

5045 ft

RIO VISTA BLVD

598

388

5040 ft

RIO VISTA BLVD

LAND FLATS

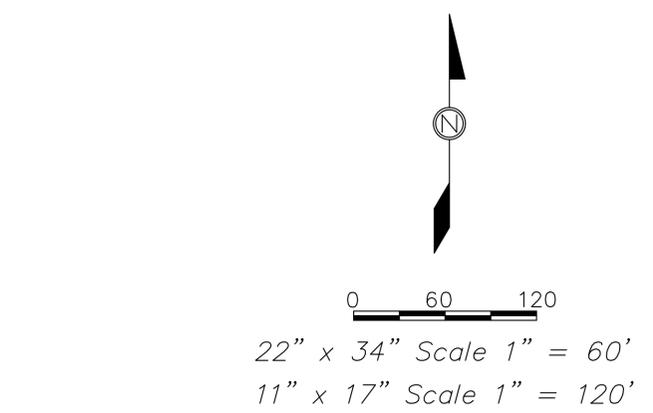
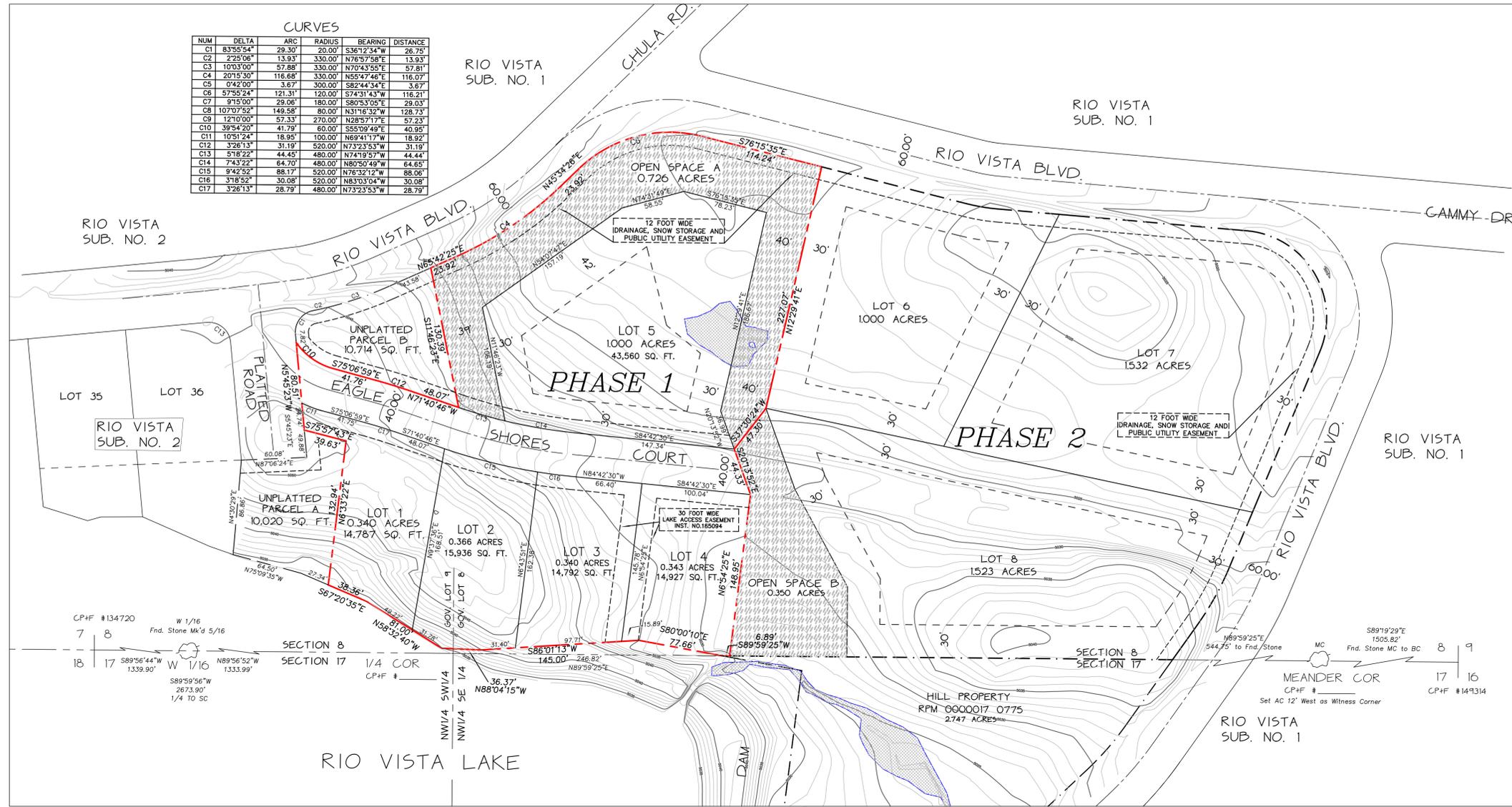
ERNESTO DR

Rio Vista Pond

EXHIBIT 5 EAGLE LAKE P.U.D. A Phased Planned Unit Development

Situate in the Government Lots 8 and 9
Section 8, T. 18 N., R. 3 E., B.M.
City of McCall – Valley County, Idaho

| NUM | DELTA | ARC | RADIUS | BEARING | DISTANCE |
|-----|------------|---------|---------|-------------|----------|
| C1 | 83°55'54" | 29.30' | 20.00' | S36°12'34"W | 26.75' |
| C2 | 2°25'06" | 13.93' | 330.00' | N76°57'58"E | 13.93' |
| C3 | 10°03'00" | 57.88' | 330.00' | N70°43'55"E | 57.81' |
| C4 | 2°01'30" | 116.88' | 330.00' | N55°47'48"E | 116.07' |
| C5 | 0°42'00" | 3.67' | 300.00' | S82°44'34"E | 3.67' |
| C6 | 57°55'24" | 121.31' | 120.00' | S74°31'43"W | 116.21' |
| C7 | 9°15'00" | 29.06' | 180.00' | S80°53'05"E | 29.03' |
| C8 | 107°07'52" | 149.58' | 80.00' | N31°16'32"W | 128.73' |
| C9 | 12°10'00" | 57.33' | 270.00' | N28°57'17"E | 57.23' |
| C10 | 39°54'20" | 41.79' | 60.00' | S55°09'49"E | 40.95' |
| C11 | 10°51'24" | 18.95' | 100.00' | N69°41'17"W | 18.92' |
| C12 | 3°28'13" | 31.19' | 520.00' | N73°23'53"W | 31.19' |
| C13 | 5°18'22" | 44.45' | 480.00' | N74°19'57"W | 44.44' |
| C14 | 7°43'22" | 64.70' | 480.00' | N80°50'49"W | 64.65' |
| C15 | 9°42'52" | 88.17' | 520.00' | N76°32'12"W | 88.06' |
| C16 | 3°18'52" | 30.08' | 520.00' | N83°03'04"W | 30.08' |
| C17 | 3°28'13" | 28.79' | 480.00' | N73°23'53"W | 28.79' |



CERTIFICATE OF SURVEYOR

I, Rod M. Skiftun, a Professional Land Surveyor, do hereby certify that this plat was prepared from notes taken during an actual survey made under my direct supervision in October of 2016, and that it correctly represents the points, courses and distances as recorded in said field notes.



ROD M. SKIFTUN
IDAHO NO. 9585

PRELIMINARY PLAT – PHASE 1

TOTAL AREA PUD = 7.905 ACRES

1. OWNER: PAT S. HILL, 136 E. LAKE ST., UNIT 1, MCCALL, ID 83638, 208-630-4700
2. SURVEYOR: SKIFTUN LAND SURVEYING, INC. – ROD M. SKIFTUN P.L.S. 9585, 13784 HIGHWAY 55, MCCALL, ID 83638, 208-634-3696
3. ENGINEER: CRESTLINE ENGINEERS – GREGG TANKERSLEY P.E. 12779, 323 DEINHARD LN., SUITE C, MCCALL, ID 83638, 208-634-4140
4. ZONING: R-4 RESIDENTIAL
5. SETBACKS: BUILDING SETBACKS FOR THIS PROJECT SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF MCCALL AND THE CONDITIONS OF APPROVAL OF THIS PUD.
6. UTILITIES: PUBLIC UTILITY EASEMENTS WILL BE PLATTED ALONG THE ROADS AND PROVIDED AT ALL LOCATIONS NECESSARY FOR SERVICES TO THE IMPROVEMENTS.
NEW PHASE 1 WATER AND SEWER INFRASTRUCTURE WILL BE PUBLIC AND CONSTRUCTED FROM EXISTING LINES NEAR THE INTERSECTION OF RIO VISTA BLVD. AND THE PLATTED STREET. EASEMENTS TO THE PUBLIC WILL BE PROVIDED AT ALL NECESSARY LOCATIONS.
NEW PHASE 2 WATER SERVICES WILL BE PUBLIC FROM EXISTING LINES IN RIO VISTA BLVD. PHASE 2 SEWER SERVICES WILL BE PRIVATE AND MAY BE INDIVIDUAL SEPTIC OR INDIVIDUAL PUMPS TO THE PHASE 1 INFRASTRUCTURE. EASEMENTS WILL BE PROVIDED.
8. ROADS: THE NEWLY PLATTED ROAD WILL BE PRIVATE AND MAINTAINED BY THE PUD POA. APPROPRIATELY SIZED SNOW STORAGE EASEMENTS WILL BE PROVIDED AND A FIRE ACCESS HAMMERHEAD WILL BE CONSTRUCTED AND EASEMENTED NEAR THE END OF THE PRIVATE ROAD.

PHASE 1 DESCRIPTION

PHASE 1 WILL CONSIST OF FIVE LOTS, FOUR OF WHICH WILL LIE ON THE SHORES OF RIO VISTA LAKE. A 0.726 ACRE OPEN SPACE PARCEL WILL BE PROVIDED. A PRIVATE ROAD WITH A FIRE ACCESS HAMMERHEAD WILL ACCOMMODATE ACCESS TO ALL LOTS.

TOTAL AREA PHASE 1 = 3.500 ACRES
 AREA OF LOT 1 = 0.340 ACRES AREA OF LOT 2 = 0.366 ACRES
 AREA OF LOT 3 = 0.340 ACRES AREA OF LOT 4 = 0.343 ACRES
 AREA OF LOT 5 = 1.000 ACRES Single Family Dwelling Lots 30.22% of Gross Area of PUD
 AREA OF OPEN SPACE = 0.726 ACRES Open Space 9.18% of Gross Area of PUD
 AREA OF PRIVATE ROAD = 0.385 ACRES Roads 4.87% of Gross Area of PUD

BUILDING SETBACKS

THE LAKE LOTS 1-4 SHALL CONFORM TO THE BUILDING SETBACK REQUIREMENTS OF THE UNDERLYING R-4 ZONE. LOT 5 HAS A BUILDING ENVELOPE WHICH PROVIDES BUFFERS FROM ADJOINING LOTS AND PROTECTS WETLANDS. RIO VISTA BOULEVARD WILL PROVIDE ACCESS FOR ALL LOTS.

TOTAL AREA PHASE 2 = 4.406 ACRES
 AREA OF LOT 6 = 1.000 ACRES AREA OF LOT 7 = 1.533 ACRES
 AREA OF LOT 8 = 1.523 ACRES Single Family Dwelling Lots 51.40% of Gross Area of PUD
 AREA OF OPEN SPACE = 0.350 ACRES Open Space 4.44% of Gross Area of PUD



AREA MAP



SKIFTUN LAND SURVEYING, INC.
13784 HIGHWAY 55
MCCALL, IDAHO 83638
208-634-3696

EAGLE LAKE PUD, PRELIMINARY PLAT., OWNER: PAT HILL SKIFTUN LAND SURVEYING, INC.

EXHIBIT 6

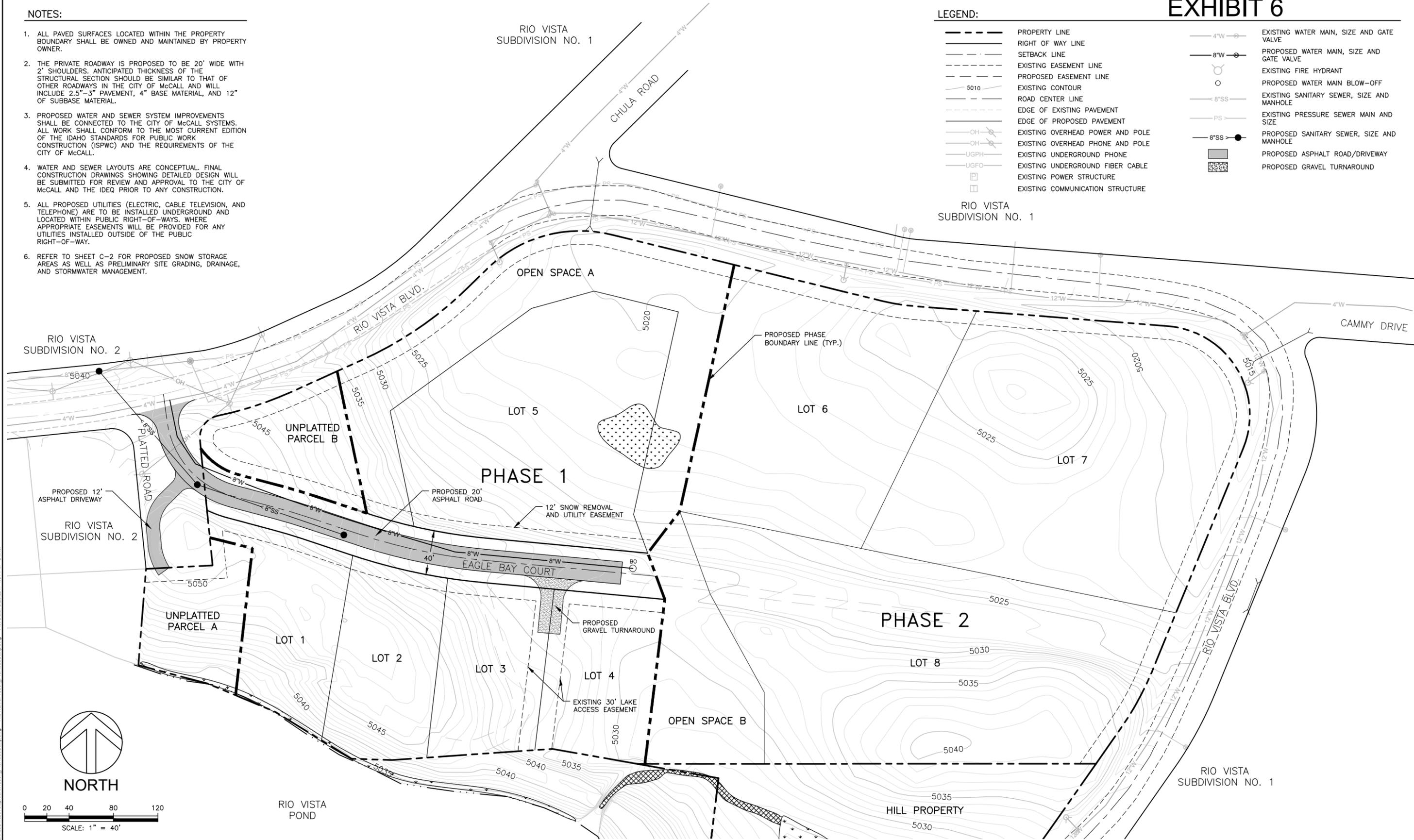
NOTES:

1. ALL PAVED SURFACES LOCATED WITHIN THE PROPERTY BOUNDARY SHALL BE OWNED AND MAINTAINED BY PROPERTY OWNER.
2. THE PRIVATE ROADWAY IS PROPOSED TO BE 20' WIDE WITH 2" SHOULDERS. ANTICIPATED THICKNESS OF THE STRUCTURAL SECTION SHOULD BE SIMILAR TO THAT OF OTHER ROADWAYS IN THE CITY OF McCALL AND WILL INCLUDE 2.5"-3" PAVEMENT, 4" BASE MATERIAL, AND 12" OF SUBBASE MATERIAL.
3. PROPOSED WATER AND SEWER SYSTEM IMPROVEMENTS SHALL BE CONNECTED TO THE CITY OF McCALL SYSTEMS. ALL WORK SHALL CONFORM TO THE MOST CURRENT EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORK CONSTRUCTION (ISPMC) AND THE REQUIREMENTS OF THE CITY OF McCALL.
4. WATER AND SEWER LAYOUTS ARE CONCEPTUAL. FINAL CONSTRUCTION DRAWINGS SHOWING DETAILED DESIGN WILL BE SUBMITTED FOR REVIEW AND APPROVAL TO THE CITY OF McCALL AND THE IDEQ PRIOR TO ANY CONSTRUCTION.
5. ALL PROPOSED UTILITIES (ELECTRIC, CABLE TELEVISION, AND TELEPHONE) ARE TO BE INSTALLED UNDERGROUND AND LOCATED WITHIN PUBLIC RIGHT-OF-WAYS. WHERE APPROPRIATE EASEMENTS WILL BE PROVIDED FOR ANY UTILITIES INSTALLED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.
6. REFER TO SHEET C-2 FOR PROPOSED SNOW STORAGE AREAS AS WELL AS PRELIMINARY SITE GRADING, DRAINAGE, AND STORMWATER MANAGEMENT.

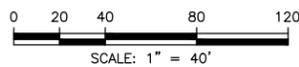
LEGEND:

- PROPERTY LINE
- RIGHT OF WAY LINE
- SETBACK LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- EXISTING CONTOUR
- ROAD CENTER LINE
- EDGE OF EXISTING PAVEMENT
- EDGE OF PROPOSED PAVEMENT
- EXISTING OVERHEAD POWER AND POLE
- EXISTING OVERHEAD PHONE AND POLE
- EXISTING UNDERGROUND PHONE
- EXISTING UNDERGROUND FIBER CABLE
- EXISTING POWER STRUCTURE
- EXISTING COMMUNICATION STRUCTURE
- 4"W EXISTING WATER MAIN, SIZE AND GATE VALVE
- 8"W PROPOSED WATER MAIN, SIZE AND GATE VALVE
- EXISTING FIRE HYDRANT
- PROPOSED WATER MAIN BLOW-OFF
- 8"SS EXISTING SANITARY SEWER, SIZE AND MANHOLE
- PS EXISTING PRESSURE SEWER MAIN AND SIZE
- 8"SS PROPOSED SANITARY SEWER, SIZE AND MANHOLE
- PROPOSED ASPHALT ROAD/DRIVEWAY
- PROPOSED GRAVEL TURNAROUND

RIO VISTA SUBDIVISION NO. 1



NORTH



| NO. | REVISION | BY | DATE | DESIGN |
|-----|----------|----|------|----------|
| 1 | | | | GTT |
| 2 | | | | DRAWN |
| 3 | | | | GTT |
| 4 | | | | CHECKED |
| 5 | | | | GTT |
| 6 | | | | APPROVED |
| 7 | | | | GTT |

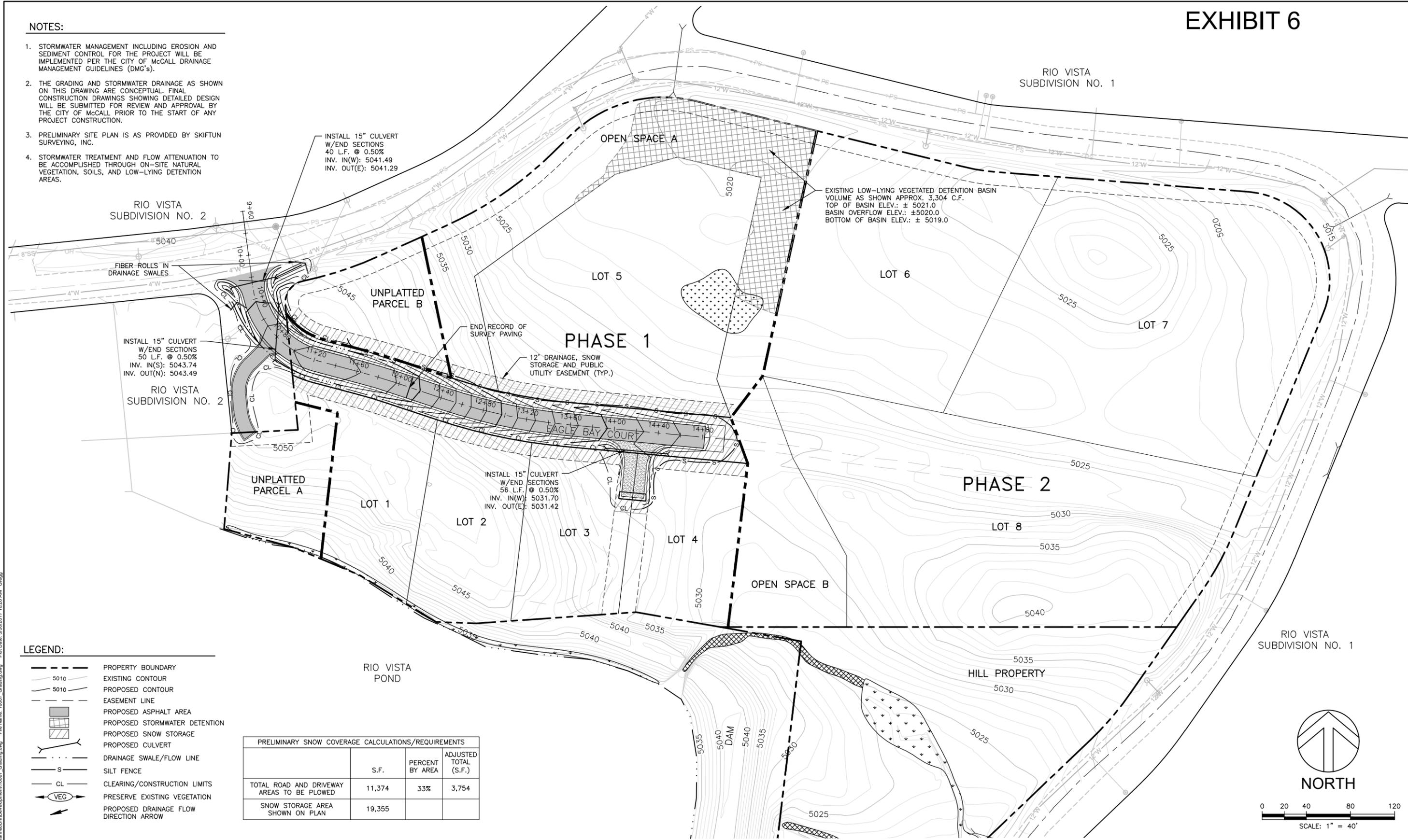
CRESTLINE ENGINEERS
 323 DEINHARD LANE, SUITE C · PO BOX 2330
 McCALL, IDAHO 83638
 208.634.4140 · 208.634.4146 FAX

EAGLE BAY P.U.D.
 McCALL, IDAHO
 PRELIMINARY ROAD, UTILITY
 AND OFF-SITE IMPROVEMENTS PLAN

| | |
|--------------------------------------|-----------|
| VERIFY SCALE | |
| BAR IS ONE INCH ON FULL SIZE DRAWING | |
| PROJECT | 16007 |
| DATE | 5/30/2017 |
| DRAWING NO. | SHEET NO. |
| 90 of 369 | 1 OF 2 |
| C-1 | |

NOTES:

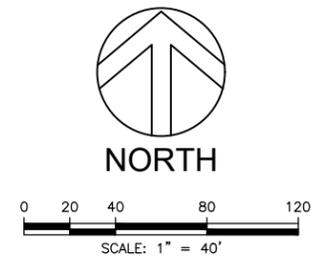
1. STORMWATER MANAGEMENT INCLUDING EROSION AND SEDIMENT CONTROL FOR THE PROJECT WILL BE IMPLEMENTED PER THE CITY OF McCALL DRAINAGE MANAGEMENT GUIDELINES (DMG's).
2. THE GRADING AND STORMWATER DRAINAGE AS SHOWN ON THIS DRAWING ARE CONCEPTUAL. FINAL CONSTRUCTION DRAWINGS SHOWING DETAILED DESIGN WILL BE SUBMITTED FOR REVIEW AND APPROVAL BY THE CITY OF McCALL PRIOR TO THE START OF ANY PROJECT CONSTRUCTION.
3. PRELIMINARY SITE PLAN IS AS PROVIDED BY SKIFTUN SURVEYING, INC.
4. STORMWATER TREATMENT AND FLOW ATTENUATION TO BE ACCOMPLISHED THROUGH ON-SITE NATURAL VEGETATION, SOILS, AND LOW-LYING DETENTION AREAS.



LEGEND:

- PROPERTY BOUNDARY
- 5010 EXISTING CONTOUR
- 5010 PROPOSED CONTOUR
- EASEMENT LINE
- PROPOSED ASPHALT AREA
- PROPOSED STORMWATER DETENTION
- PROPOSED SNOW STORAGE
- PROPOSED CULVERT
- DRAINAGE SWALE/FLOW LINE
- SILT FENCE
- CL CLEARING/CONSTRUCTION LIMITS
- PRESERVE EXISTING VEGETATION
- PROPOSED DRAINAGE FLOW DIRECTION ARROW

| PRELIMINARY SNOW COVERAGE CALCULATIONS/REQUIREMENTS | | | |
|---|--------|-----------------|-----------------------|
| | S.F. | PERCENT BY AREA | ADJUSTED TOTAL (S.F.) |
| TOTAL ROAD AND DRIVEWAY AREAS TO BE PLOWED | 11,374 | 33% | 3,754 |
| SNOW STORAGE AREA SHOWN ON PLAN | 19,355 | | |



| NO. | REVISION | BY | DATE | DESIGN |
|-----|----------|----|------|----------|
| 1 | | | | GTT |
| 2 | | | | DRAWN |
| 3 | | | | GTT |
| 4 | | | | CHECKED |
| 5 | | | | BJS |
| 6 | | | | APPROVED |
| 7 | | | | GTT |

CRESTLINE ENGINEERS
 323 DEINHARD LANE, SUITE C · PO BOX 2330
 McCALL, IDAHO 83638
 208.634.4140 · 208.634.4146 FAX

EAGLE BAY P.U.D.
 McCALL, IDAHO
 PRELIMINARY GRADING, DRAINAGE AND
 STORMWATER MANAGEMENT PLAN

| VERIFY SCALE | |
|--------------------------------------|-----------|
| BAR IS ONE INCH ON FULL SIZE DRAWING | 1" |
| PROJECT | 16007 |
| DATE | 5/30/2017 |
| DRAWING NO. | SHEET NO. |
| 91 of 369 | 2 OF 2 |

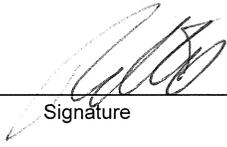
Path: Z:\Projects\16007\Civil\DWG\DD\Planned\16007_Grading.dwg File Name: 16007_Grading.dwg Plot Date: 5/30/2017 10:28 AM Gregg

STORMWATER APPLICATION
City of McCall

Fill in all information. Submit one copy of signed application and three copies of Stormwater Management Plan/Report to the City Engineer.

1. Project Name: Eagle Bay P.U.D.
Location: Rio Vista Boulevard, McCall, ID 83638
2. Owner's Name: Pat Hill
Street: 309 E. Lake Street, Suite 3 City: McCall
State: Idaho Zip Code: 83638 Phone: (208) 630-4700
3. Project Description: Development of eight lots for future single family residences including two unplatted parcels and a portion of an existing City of McCall right of way.

 - a. Total property area, in acres. 8.37 acres
 - b. Proposed impervious surface (asphalt, rooftop, concrete, sidewalk, etc.) in square feet. Approximately 10,200 S.F. of impervious asphalt paving for proposed twenty (20) foot roadway and a twelve (12') foot driveway within a portion of the existing City of McCall right of way.
 - c. Describe existing vegetation present on site. Forested tree canopy with light to dense native understory vegetation.
 - d. Start date of construction. Summer/Fall, 2017 (Continginet upon approvals)
 - e. Estimated length of time to complete improvements. 6-12 Months
4. Stormwater Management Plan/Report attached? Yes No
5. Circle the section of the Stormwater Management Plan/Report Checklist which are applicable to project.
A B C D E F
6. Party responsible for operation and maintenance of project, including maintenance of temporary and permanent Best Management Practices:

| | | | |
|---|--------------|--|-----------------------|
| <u>Pat Hill</u> | <u>Owner</u> |  | <u>5/30/17</u> |
| Name | Title | Signature | Date |
| <u>309 E. Lake Street, Suite 3, Idaho 83638</u> | | <u>(208) 630-4700</u> | <u>(208) 630-4700</u> |
| Address | | Daytime Phone | After Hours Phone |

Do not write below this line.

This Stormwater Management Plan/Report is:

Approved: _____

Not Approved: _____

Approved, with conditions: _____

By The City of McCall

| | | | |
|----------------|-------|-----------|-------|
| _____ | _____ | _____ | _____ |
| Representative | Title | Signature | Date |



CRESTLINE ENGINEERS, INC.
 CIVIL ENGINEERING CONSULTANTS
 323 DEINHARD LANE, SUITE C
 PO BOX 2330
 McCALL, IDAHO 83638
 208.634.4140 · 208.634-4146 FAX

PROJECT: Eagle Bay P.U.D.

CLIENT: Pat Hill

JOB NO.: 16007 **DATE:** May 26, 2017

BY: BJS

REVISION DATE: _____

RE: Eagle Bay P.U.D. - Stormwater Calculations

Drainage Area Calculations

| Drainage Areas | (ft²) | (Acres) |
|------------------------------|-------------------------|----------------|
| Total Property Area/Boundary | 364,460.9 | 8.367 |
| Development Area | 372,488.3 | 8.551 |

| Pre Development: Development Area Surfaces | (ft²) | (Acres) | (%) |
|---|-------------------------|----------------|--------------|
| Existing Woods (CN = 73) | 372,488.3 | 8.551 | 100.00% |
| | 372,488.3 | 8.551 | 100.00% |
| Total Impervious Surface Area = | 0.0 | 0.000 | 0.00% |

| Post Development: Development Area Surfaces | (ft²) | (Acres) | (%) |
|--|-------------------------|----------------|--------------|
| Proposed Asphalt (CN=98) | 10,202.1 | 0.234 | 2.74% |
| Residential Lot ≤ 1/4 acre (CN=90) | 20,733.9 | 0.476 | 5.57% |
| Residential Lot ≤ 1/2 acre (CN=80) | 59,914.1 | 1.375 | 16.08% |
| Residential Lot ≤ 1 acre (CN=79) | 43,547.0 | 1.000 | 11.69% |
| Residential Lot ≤ 2 acre (CN=77) | 186,438.3 | 4.280 | 50.05% |
| Woods (CN = 73) | 51,642.8 | 1.186 | 13.86% |
| | | 8.551 | 100.00% |
| Total Impervious Surface Area = | 10,202.1 | 0.23 | 2.74% |

| | Length | Elevation Change | Slope |
|--|---------------|-------------------------|--------------|
| Pre Development Flow Path | (ft) | (ft) | (%) |
| 1. Sheet Flow, (n = 0.40, Woods - Light Underbrush) | 300.0 | 28.5 | 9.50% |
| 2. Shallow Concentrated Flow | 156.0 | 1.0 | 0.64% |
| Total Length/Average Slope = | 456.0 | 29.5 | 6.47% |

| | Length | Elevation Change | Slope |
|--|---------------|-------------------------|--------------|
| Post Development Flow Path | (ft) | (ft) | (%) |
| 1. Sheet Flow, (n = 0.40, Woods - Light Underbrush) | 300.0 | 28.5 | 9.50% |
| 2. Shallow Concentrated Flow | 156.0 | 1.0 | 0.64% |
| Total Length/Average Slope = | 456.0 | 29.5 | 6.47% |



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 208.634.4140 · 208.634-4146 FAX

PROJECT: Eagle Bay P.U.D.

CLIENT: Pat Hill

JOB NO.: 16007 **DATE:** May 26, 2017

BY: BJS

REVISION DATE: _____

RE: Eagle Bay P.U.D. - Stormwater Calculations

Stormwater Detention Basin Volume Calculations

| Ex. Low-lying Natural Detention (See Notes) | Elev. | Height | Area | Volume |
|--|--------------|---------------|-------------------------|-------------------------|
| | | (ft) | (ft²) | (ft³) |
| Top | 5021 | | 14,105 | |
| Overflow | 5020 | 1.0 | 6,607 | |
| Bottom | 5019 | 1.0 | 0 | 3,304 |

Total Proposed Detention Volume Below Overflow = 3,304 (ft³)

Notes

- Existing low-lying natural detention consists of areas only available within the proposed open space boundary should individual lot owners decide to place fill within private property areas.



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 CIVIL ENGINEERING CONSULTANTS
 323 DEINHARD LANE, SUITE C
 PO BOX 2330
 McCALL, IDAHO 83638
 208.634.4140 · 208.634-4146 FAX

PROJECT: Eagle Bay P.U.D.

CLIENT: Pat Hill

JOB NO.: 16007 **DATE:** May 26, 2017

BY: BJS

REVISION DATE: _____

RE: Eagle Bay P.U.D. - Stormwater Calculations

Stormwater Detention Storage/Peak Flow Attenuation Summary

| Eagle Bay P.U.D. Drainage Area | Area (Acres) | Area (ft ²) | Post Dev. 95% Runoff Volume (V _{2 post}) (ft ³) | Pre Dev. 10 Year Runoff Volume (V _{10 pre}) (ft ³) | Post Dev. 10 Year Runoff Volume (V _{10 post}) (ft ³) | V _{10 post} - V _{10 pre} (ft ³) | Required Storage 10 Year Runoff (ft ³) | Proposed Storage (ft ³) |
|--------------------------------|--------------|-------------------------|---|--|--|---|--|-------------------------------------|
| Drainage Area - Development | 8.55 | 372,488 | 613 | 7,703 | 12,185 | 4,482 | 4,482 | 5,897 |

Notes:

- See Hydrograph Report pages 1-9 for runoff calculations.

| Drainage Area | Area (Acres) | Area (ft ²) | Pre Development Peak Discharge (Q _{10Pre}) (ft ³ /s) | Post Development Peak Discharge (Q _{10Post}) (ft ³ /s) | Post Development Peak Discharge w/Detention (Q _{10Post}) (ft ³ /s) |
|-----------------------------|--------------|-------------------------|---|---|---|
| Drainage Area - Development | 8.55 | 372,488 | 0.84 | 1.71 | 0.27 |

Notes:

- See Hydrograph Report pages 1-9 for runoff calculations.

| Culvert ¹ | Effective Drainage Area (Acres) | 24 Hour Design Storm | Required Flow ² (cfs) | Size, Material, and Slope | Pipe Capacity ³ (cfs) |
|-----------------------|---------------------------------|----------------------|----------------------------------|---------------------------|----------------------------------|
| Right-of-Way Culverts | 8.55 | 25 Year | 2.38 | 15" CMP @ 0.50% | 3.70 |

Notes:

- Refer to Drawing No. C-2 for culvert locations.
- See Hydrograph No. 2, 25 Year, Page 7 and Culvet Reports.
- Maximum flow without additional pressure head. See Culvert Report for specific flow characteristics.

Hydrograph Report

Hyd. No. 1

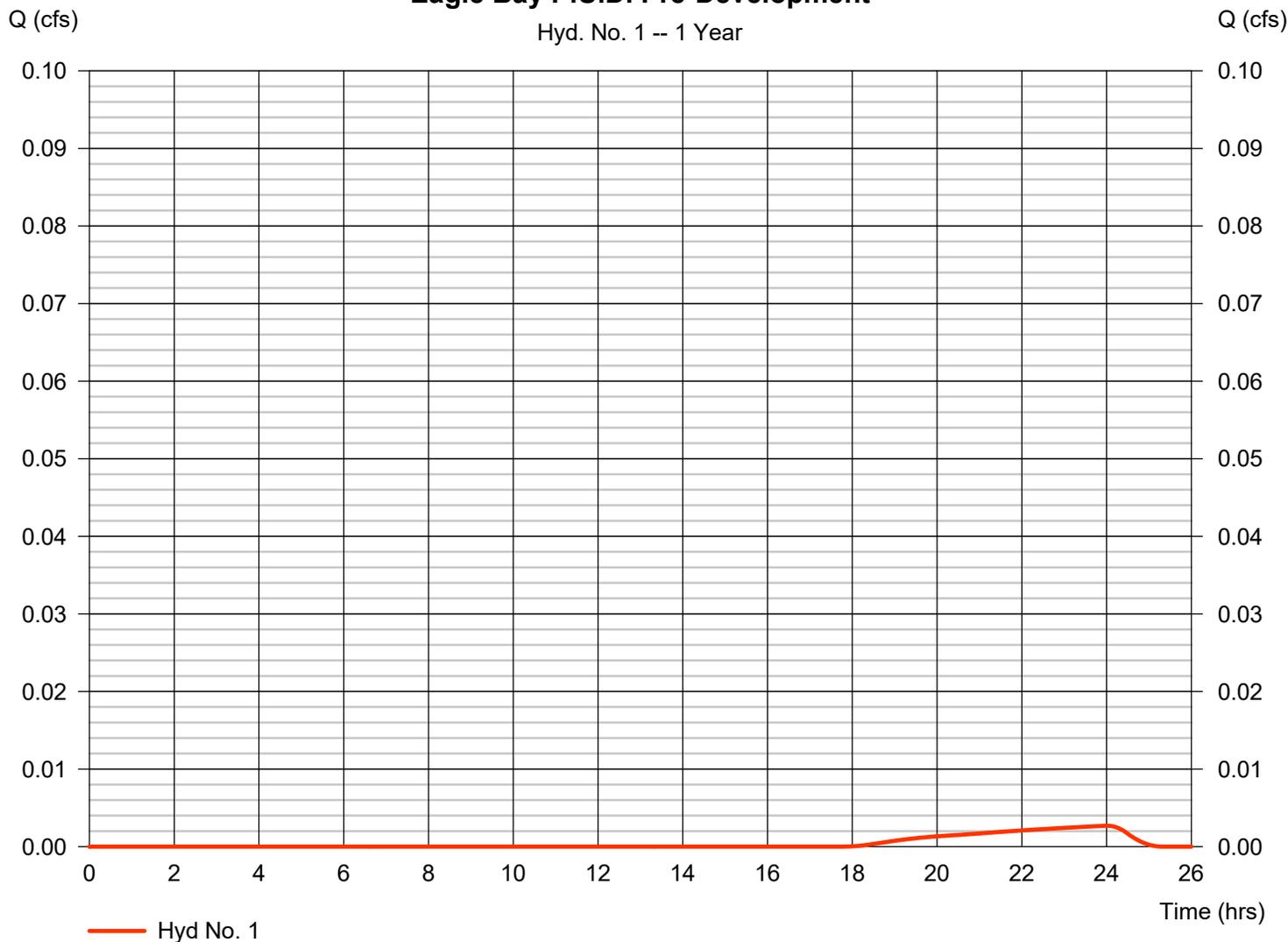
Eagle Bay P.U.D. Pre-Development

| | | | |
|-----------------|--------------|--------------------|-------------|
| Hydrograph type | = SCS Runoff | Peak discharge | = 0.003 cfs |
| Storm frequency | = 1 yrs | Time to peak | = 24.00 hrs |
| Time interval | = 2 min | Hyd. volume | = 41 cuft |
| Drainage area | = 8.550 ac | Curve number | = 73* |
| Basin Slope | = 0.0 % | Hydraulic length | = 0 ft |
| Tc method | = TR55 | Time of conc. (Tc) | = 48.70 min |
| Total precip. | = 0.81 in | Distribution | = Type II |
| Storm duration | = 24 hrs | Shape factor | = 484 |

* Composite (Area/CN) = [(8.550 x 73)] / 8.550

Eagle Bay P.U.D. Pre-Development

Hyd. No. 1 -- 1 Year



TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2016 by Autodesk, Inc. v10.5

Hyd. No. 1

Eagle Bay P.U.D. Pre-Development

| <u>Description</u> | <u>A</u> | <u>B</u> | <u>C</u> | <u>Totals</u> |
|------------------------------------|----------------|---------------|---------------|------------------|
| Sheet Flow | | | | |
| Manning's n-value | = 0.400 | 0.400 | 0.011 | |
| Flow length (ft) | = 300.0 | 0.0 | 0.0 | |
| Two-year 24-hr precip. (in) | = 1.13 | 0.00 | 0.00 | |
| Land slope (%) | = 9.50 | 0.00 | 0.00 | |
| Travel Time (min) | = 46.66 | + 0.00 | + 0.00 | = 46.66 |
| Shallow Concentrated Flow | | | | |
| Flow length (ft) | = 156.00 | 0.00 | 0.00 | |
| Watercourse slope (%) | = 0.64 | 0.00 | 0.00 | |
| Surface description | = Unpaved | Paved | Paved | |
| Average velocity (ft/s) | =1.29 | 0.00 | 0.00 | |
| Travel Time (min) | = 2.01 | + 0.00 | + 0.00 | = 2.01 |
| Channel Flow | | | | |
| X sectional flow area (sqft) | = 0.00 | 0.00 | 0.00 | |
| Wetted perimeter (ft) | = 0.00 | 0.00 | 0.00 | |
| Channel slope (%) | = 0.00 | 0.00 | 0.00 | |
| Manning's n-value | = 0.015 | 0.015 | 0.015 | |
| Velocity (ft/s) | =0.00 | 0.00 | 0.00 | |
| Flow length (ft) | 0.0 | 0.0 | 0.0 | |
| Travel Time (min) | = 0.00 | + 0.00 | + 0.00 | = 0.00 |
| Total Travel Time, Tc | | | | 48.70 min |

Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2016 by Autodesk, Inc. v10.5

Sunday, 05 / 28 / 2017

Hyd. No. 1

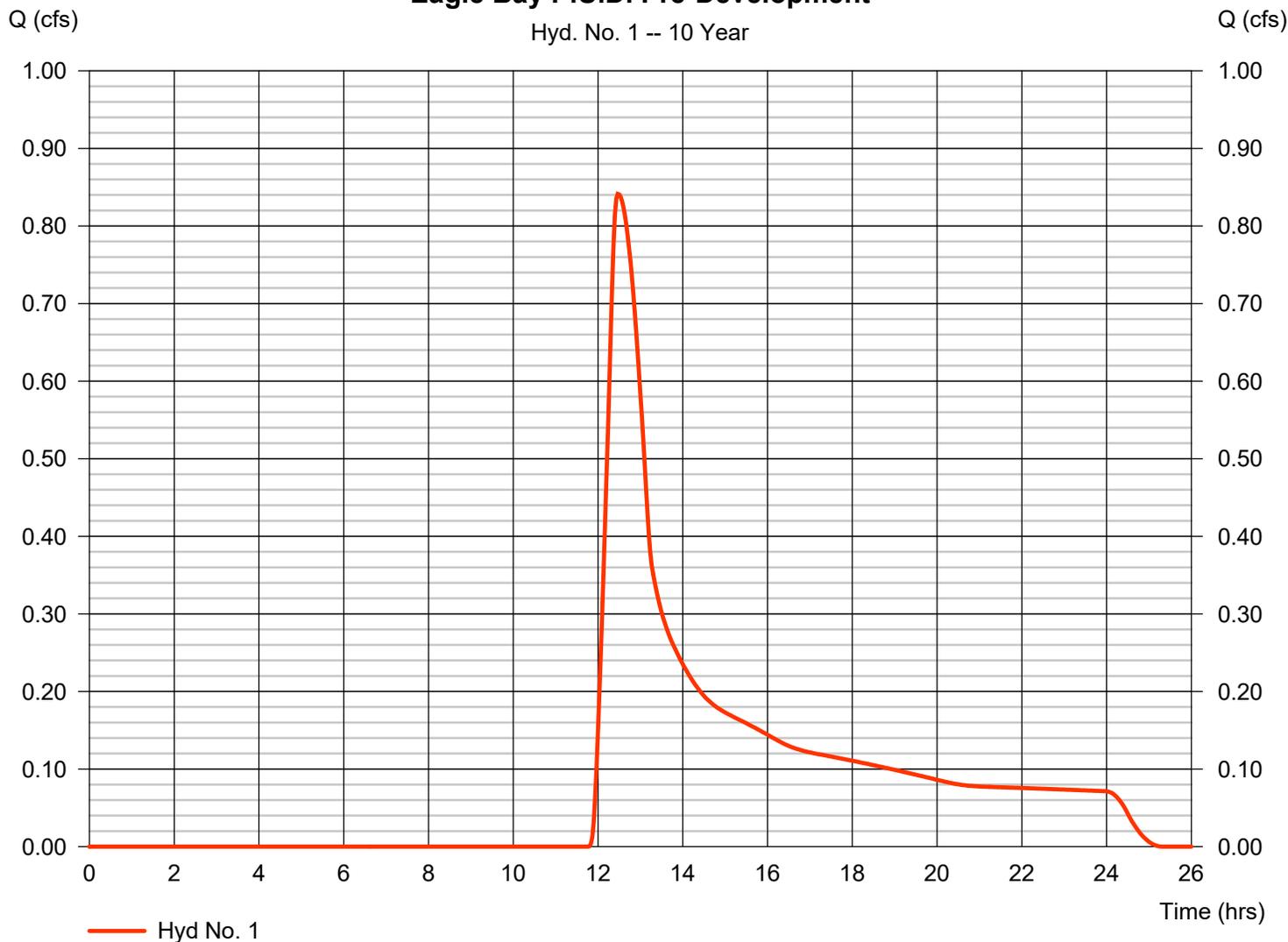
Eagle Bay P.U.D. Pre-Development

| | | | |
|-----------------|--------------|--------------------|--------------|
| Hydrograph type | = SCS Runoff | Peak discharge | = 0.841 cfs |
| Storm frequency | = 10 yrs | Time to peak | = 12.47 hrs |
| Time interval | = 2 min | Hyd. volume | = 7,703 cuft |
| Drainage area | = 8.550 ac | Curve number | = 73* |
| Basin Slope | = 0.0 % | Hydraulic length | = 0 ft |
| Tc method | = TR55 | Time of conc. (Tc) | = 48.70 min |
| Total precip. | = 1.83 in | Distribution | = Type II |
| Storm duration | = 24 hrs | Shape factor | = 484 |

* Composite (Area/CN) = [(8.550 x 73)] / 8.550

Eagle Bay P.U.D. Pre-Development

Hyd. No. 1 -- 10 Year



Hydrograph Report

Hyd. No. 2

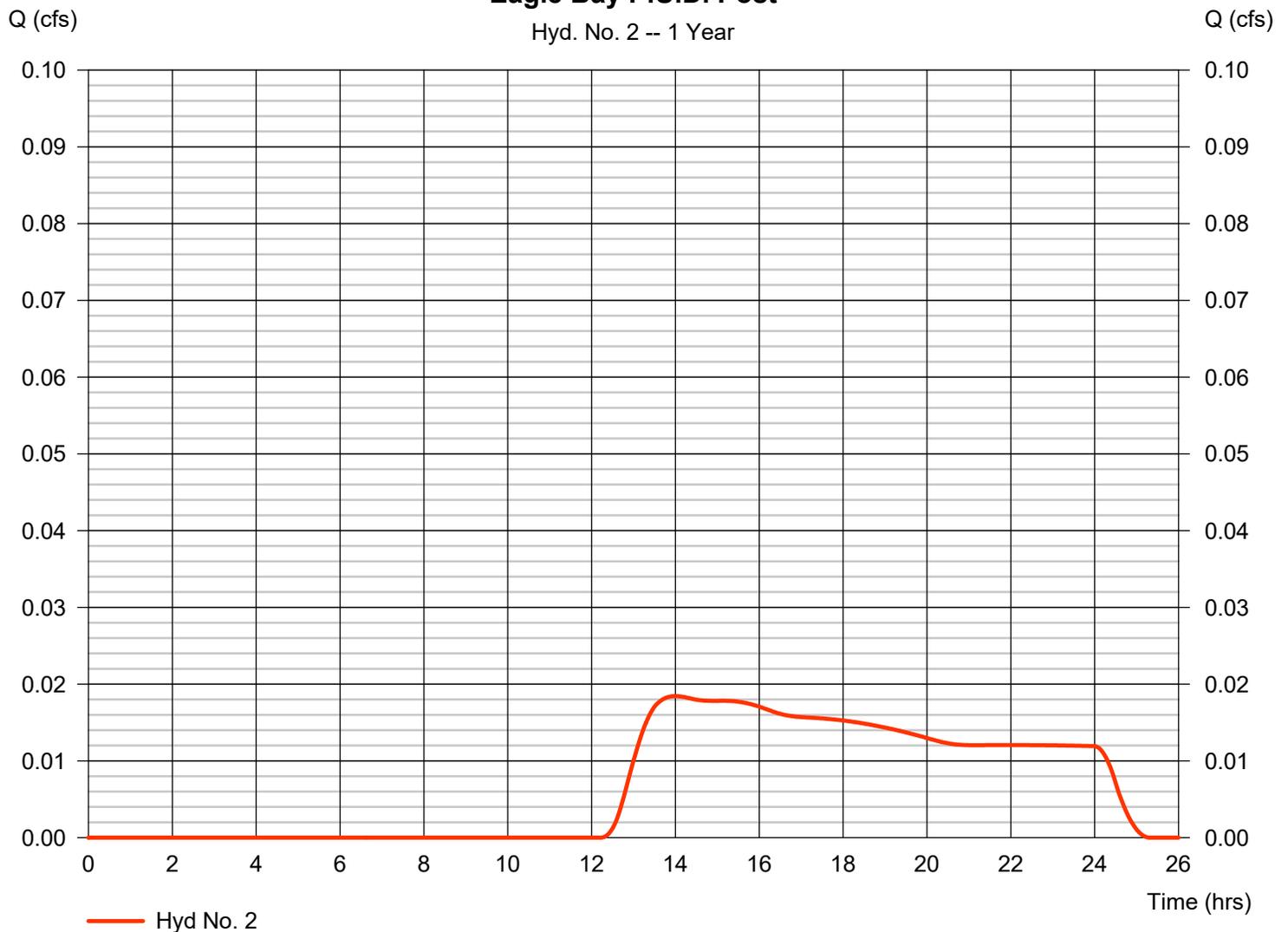
Eagle Bay P.U.D. Post

| | | | |
|-----------------|--------------|--------------------|-------------|
| Hydrograph type | = SCS Runoff | Peak discharge | = 0.018 cfs |
| Storm frequency | = 1 yrs | Time to peak | = 14.00 hrs |
| Time interval | = 2 min | Hyd. volume | = 613 cuft |
| Drainage area | = 8.560 ac | Curve number | = 78* |
| Basin Slope | = 0.0 % | Hydraulic length | = 0 ft |
| Tc method | = TR55 | Time of conc. (Tc) | = 48.70 min |
| Total precip. | = 0.81 in | Distribution | = Type II |
| Storm duration | = 24 hrs | Shape factor | = 484 |

* Composite (Area/CN) = [(0.230 x 98) + (0.480 x 90) + (1.380 x 80) + (1.000 x 79) + (4.280 x 77) + (1.190 x 73)] / 8.560

Eagle Bay P.U.D. Post

Hyd. No. 2 -- 1 Year



TR55 Tc Worksheet

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2016 by Autodesk, Inc. v10.5

Hyd. No. 2

Eagle Bay P.U.D. Post

| <u>Description</u> | <u>A</u> | <u>B</u> | <u>C</u> | <u>Totals</u> |
|------------------------------------|----------------|---------------|---------------|------------------|
| Sheet Flow | | | | |
| Manning's n-value | = 0.400 | 0.400 | 0.011 | |
| Flow length (ft) | = 300.0 | 0.0 | 0.0 | |
| Two-year 24-hr precip. (in) | = 1.13 | 0.00 | 0.00 | |
| Land slope (%) | = 9.50 | 0.00 | 0.00 | |
| Travel Time (min) | = 46.66 | + 0.00 | + 0.00 | = 46.66 |
| Shallow Concentrated Flow | | | | |
| Flow length (ft) | = 156.00 | 0.00 | 0.00 | |
| Watercourse slope (%) | = 0.64 | 0.00 | 0.00 | |
| Surface description | = Unpaved | Paved | Paved | |
| Average velocity (ft/s) | =1.29 | 0.00 | 0.00 | |
| Travel Time (min) | = 2.01 | + 0.00 | + 0.00 | = 2.01 |
| Channel Flow | | | | |
| X sectional flow area (sqft) | = 0.00 | 0.00 | 0.00 | |
| Wetted perimeter (ft) | = 0.00 | 0.00 | 0.00 | |
| Channel slope (%) | = 0.00 | 0.00 | 0.00 | |
| Manning's n-value | = 0.015 | 0.015 | 0.015 | |
| Velocity (ft/s) | =0.00 | 0.00 | 0.00 | |
| Flow length (ft) | ({0})0.0 | 0.0 | 0.0 | |
| Travel Time (min) | = 0.00 | + 0.00 | + 0.00 | = 0.00 |
| Total Travel Time, Tc | | | | 48.70 min |

Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2016 by Autodesk, Inc. v10.5

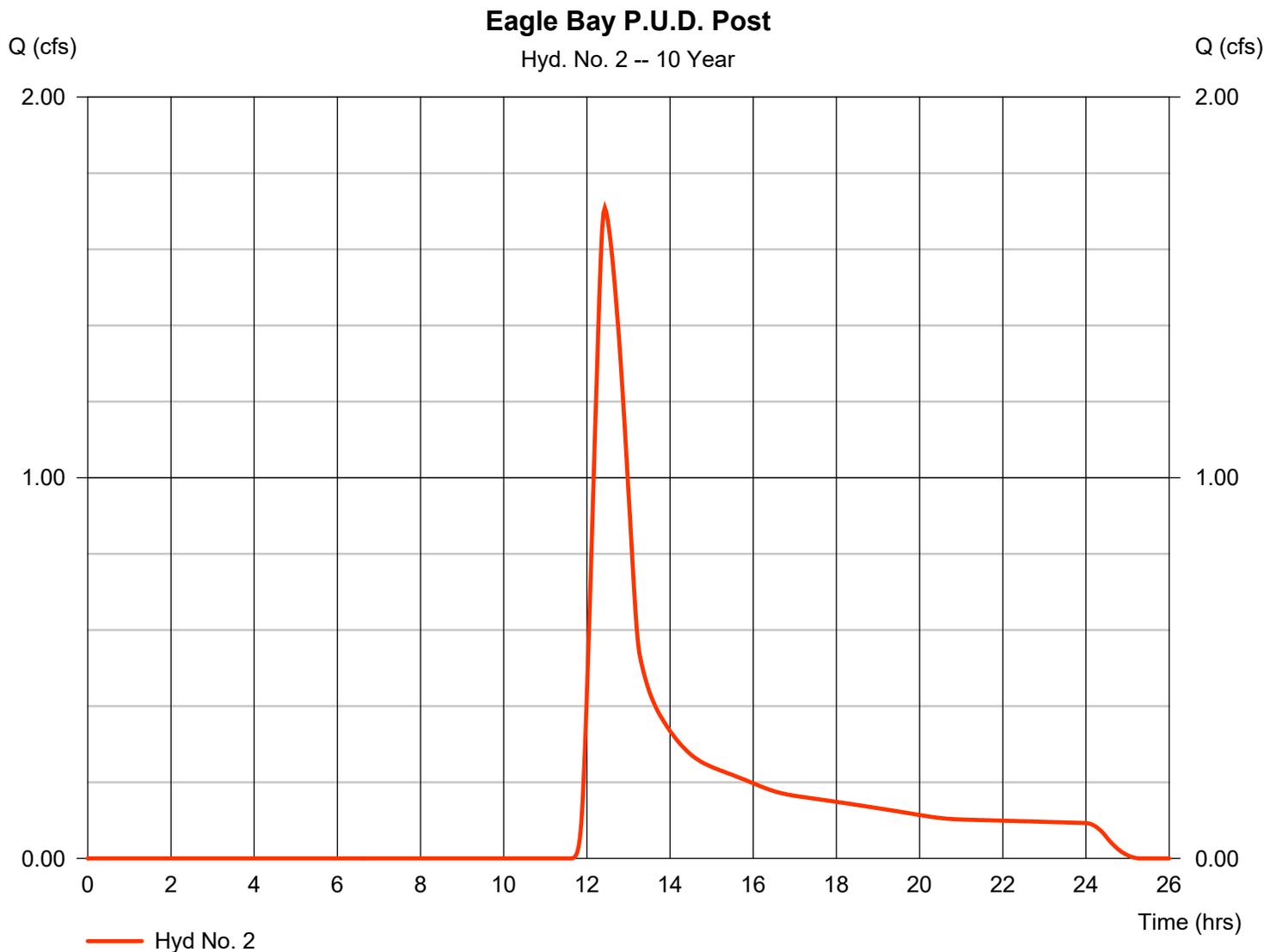
Sunday, 05 / 28 / 2017

Hyd. No. 2

Eagle Bay P.U.D. Post

| | | | |
|-----------------|--------------|--------------------|---------------|
| Hydrograph type | = SCS Runoff | Peak discharge | = 1.709 cfs |
| Storm frequency | = 10 yrs | Time to peak | = 12.43 hrs |
| Time interval | = 2 min | Hyd. volume | = 12,185 cuft |
| Drainage area | = 8.560 ac | Curve number | = 78* |
| Basin Slope | = 0.0 % | Hydraulic length | = 0 ft |
| Tc method | = TR55 | Time of conc. (Tc) | = 48.70 min |
| Total precip. | = 1.83 in | Distribution | = Type II |
| Storm duration | = 24 hrs | Shape factor | = 484 |

* Composite (Area/CN) = [(0.230 x 98) + (0.480 x 90) + (1.380 x 80) + (1.000 x 79) + (4.280 x 77) + (1.190 x 73)] / 8.560



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2016 by Autodesk, Inc. v10.5

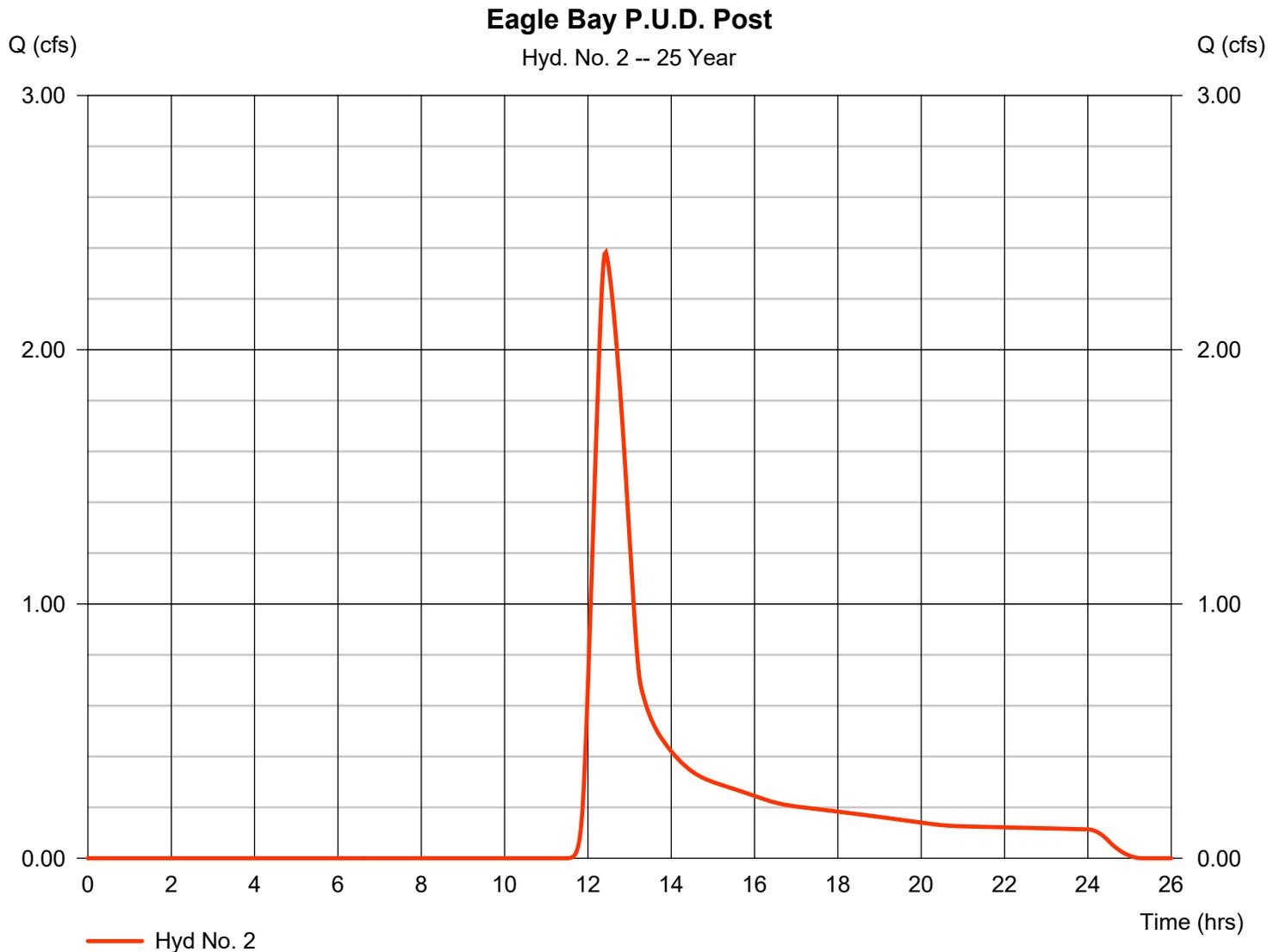
Sunday, 05 / 28 / 2017

Hyd. No. 2

Eagle Bay P.U.D. Post

| | | | |
|-----------------|--------------|--------------------|---------------|
| Hydrograph type | = SCS Runoff | Peak discharge | = 2.383 cfs |
| Storm frequency | = 25 yrs | Time to peak | = 12.43 hrs |
| Time interval | = 2 min | Hyd. volume | = 15,931 cuft |
| Drainage area | = 8.560 ac | Curve number | = 78* |
| Basin Slope | = 0.0 % | Hydraulic length | = 0 ft |
| Tc method | = TR55 | Time of conc. (Tc) | = 48.70 min |
| Total precip. | = 2.05 in | Distribution | = Type II |
| Storm duration | = 24 hrs | Shape factor | = 484 |

* Composite (Area/CN) = [(0.230 x 98) + (0.480 x 90) + (1.380 x 80) + (1.000 x 79) + (4.280 x 77) + (1.190 x 73)] / 8.560



Hydrograph Report

Hydraflow Hydrographs Extension for AutoCAD® Civil 3D® 2016 by Autodesk, Inc. v10.5

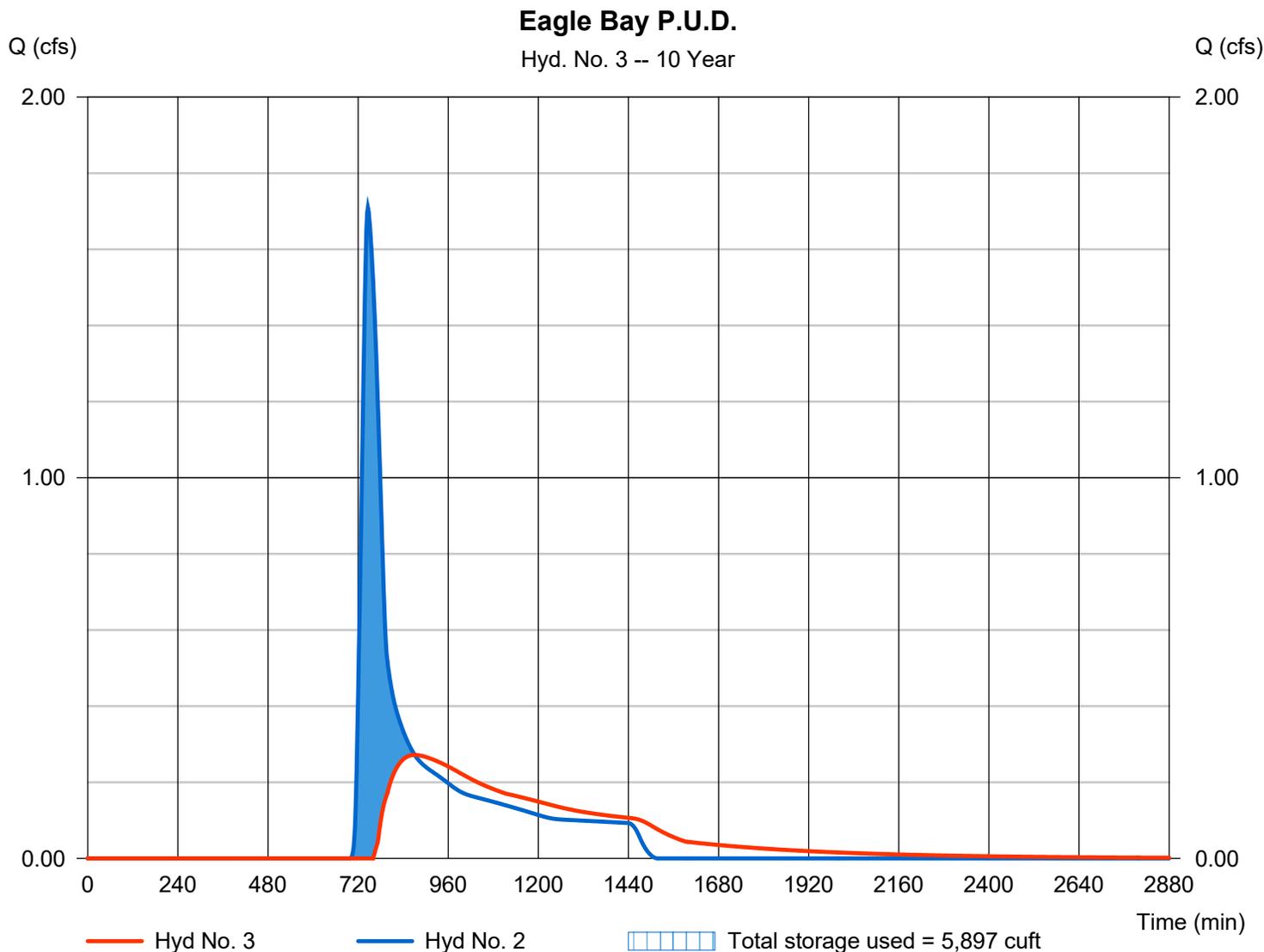
Sunday, 05 / 28 / 2017

Hyd. No. 3

Eagle Bay P.U.D.

| | | | |
|-----------------|-----------------------------|----------------|--------------|
| Hydrograph type | = Reservoir | Peak discharge | = 0.272 cfs |
| Storm frequency | = 10 yrs | Time to peak | = 870 min |
| Time interval | = 2 min | Hyd. volume | = 8,858 cuft |
| Inflow hyd. No. | = 2 - Eagle Bay P.U.D. Post | Max. Elevation | = 5020.25 ft |
| Reservoir name | = Existing Detention | Max. Storage | = 5,897 cuft |

Storage Indication method used.



Pond No. 1 - Existing Detention

Pond Data

Contours -User-defined contour areas. Average end area method used for volume calculation. Beginning Elevation = 5019.00 ft

Stage / Storage Table

| Stage (ft) | Elevation (ft) | Contour area (sqft) | Incr. Storage (cuft) | Total storage (cuft) |
|------------|----------------|---------------------|----------------------|----------------------|
| 0.00 | 5019.00 | 00 | 0 | 0 |
| 1.00 | 5020.00 | 6,607 | 3,304 | 3,304 |
| 2.00 | 5021.00 | 14,105 | 10,356 | 13,660 |

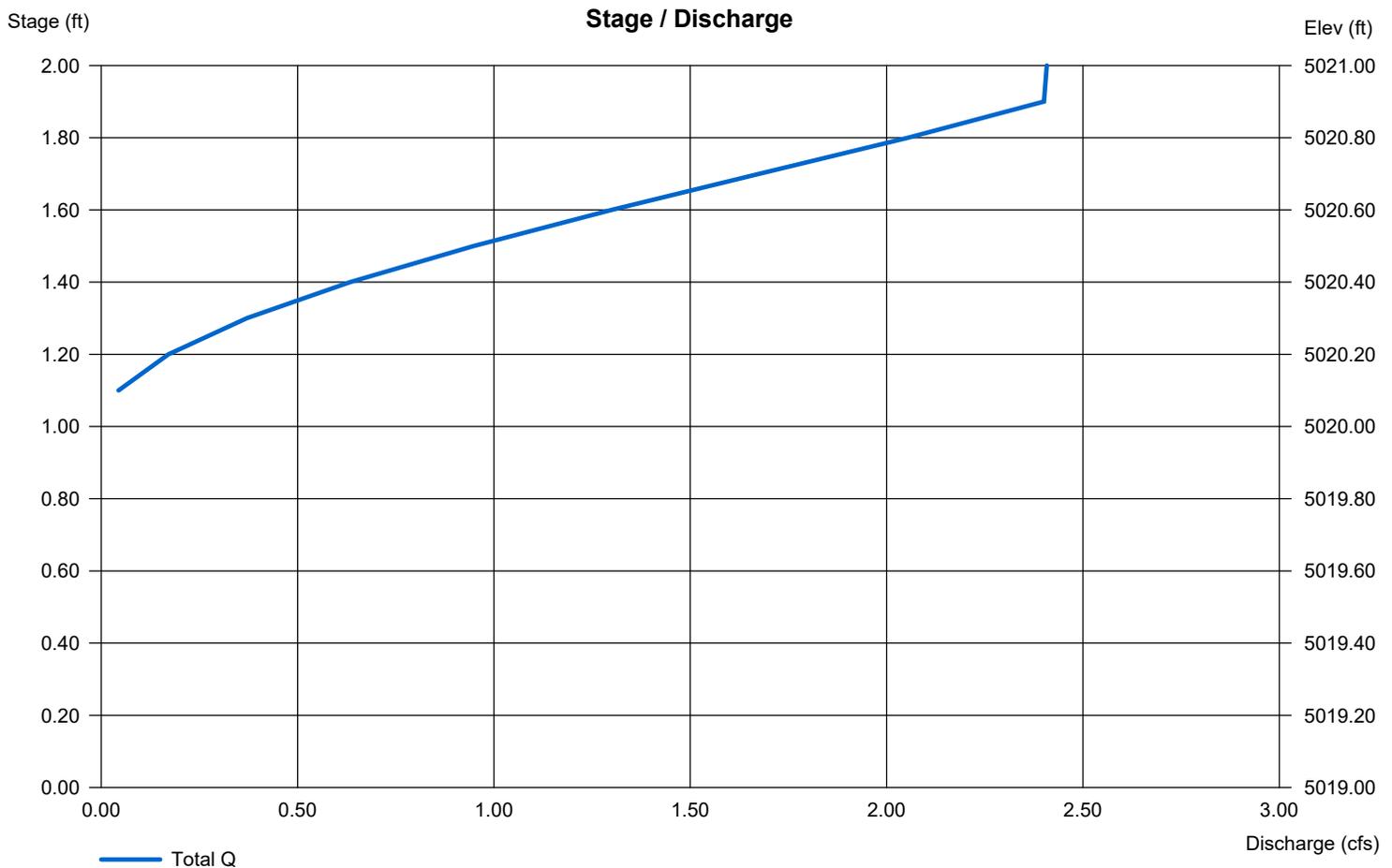
Culvert / Orifice Structures

| | [A] | [B] | [C] | [PrfRsr] |
|-----------------|-----------|------|------|----------|
| Rise (in) | = 12.00 | 0.00 | 0.00 | 0.00 |
| Span (in) | = 12.00 | 0.00 | 0.00 | 0.00 |
| No. Barrels | = 1 | 0 | 0 | 0 |
| Invert El. (ft) | = 5020.00 | 0.00 | 0.00 | 0.00 |
| Length (ft) | = 40.00 | 0.00 | 0.00 | 0.00 |
| Slope (%) | = 1.00 | 0.00 | 0.00 | n/a |
| N-Value | = .013 | .013 | .013 | n/a |
| Orifice Coeff. | = 0.60 | 0.60 | 0.60 | 0.60 |
| Multi-Stage | = n/a | No | No | No |

Weir Structures

| | [A] | [B] | [C] | [D] |
|----------------|-----------------------|------|------|------|
| Crest Len (ft) | Inactive | 0.00 | 0.00 | 0.00 |
| Crest El. (ft) | = 5020.00 | 0.00 | 0.00 | 0.00 |
| Weir Coeff. | = 2.60 | 3.33 | 3.33 | 3.33 |
| Weir Type | = Broad | --- | --- | --- |
| Multi-Stage | = No | No | No | No |
| Exfil.(in/hr) | = 0.000 (by Wet area) | | | |
| TW Elev. (ft) | = 0.00 | | | |

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).



Culvert Report

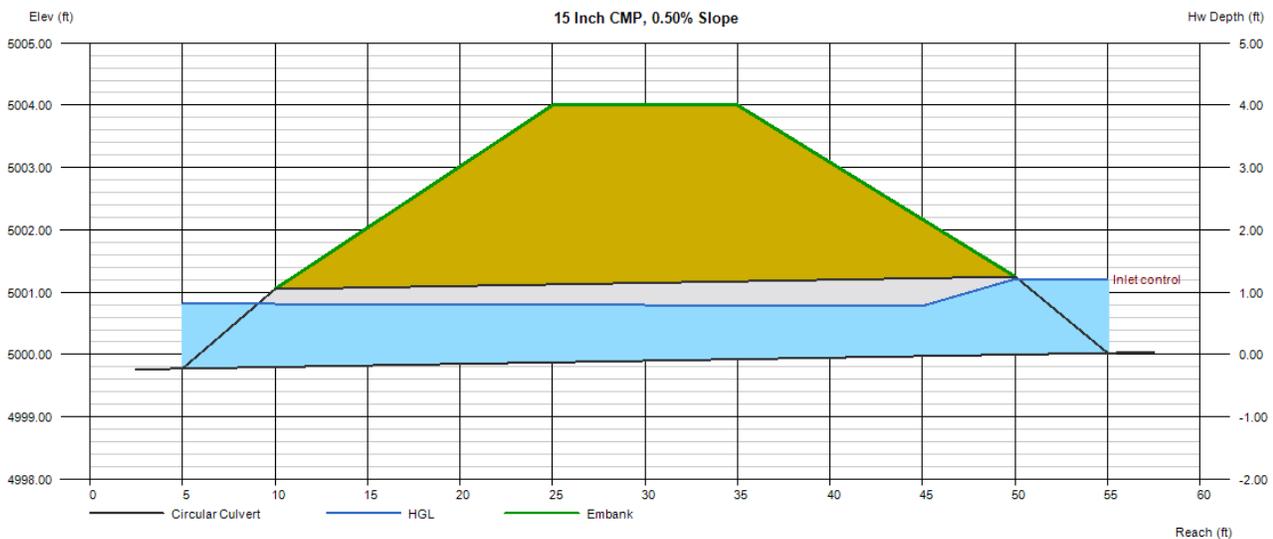
15 Inch CMP, 0.50% Slope

| | |
|---------------------|----------------------------------|
| Invert Elev Dn (ft) | = 4999.80 |
| Pipe Length (ft) | = 40.00 |
| Slope (%) | = 0.50 |
| Invert Elev Up (ft) | = 5000.00 |
| Rise (in) | = 15.0 |
| Shape | = Circular |
| Span (in) | = 15.0 |
| No. Barrels | = 1 |
| n-Value | = 0.022 |
| Culvert Type | = Circular Corrugate Metal Pipe |
| Culvert Entrance | = Mitered to slope (C) |
| Coeff. K,M,c,Y,k | = 0.021, 1.33, 0.0463, 0.75, 0.7 |

| | |
|--------------------|-----------|
| Embankment | |
| Top Elevation (ft) | = 5004.00 |
| Top Width (ft) | = 10.00 |
| Crest Width (ft) | = 10.00 |

| | |
|---------------------|------------|
| Calculations | |
| Qmin (cfs) | = 2.80 |
| Qmax (cfs) | = 5.00 |
| Tailwater Elev (ft) | = (dc+D)/2 |

| | |
|--------------------|-----------------|
| Highlighted | |
| Qtotal (cfs) | = 3.70 |
| Qpipe (cfs) | = 3.70 |
| Qovertop (cfs) | = 0.00 |
| Veloc Dn (ft/s) | = 3.47 |
| Veloc Up (ft/s) | = 4.62 |
| HGL Dn (ft) | = 5000.81 |
| HGL Up (ft) | = 5000.78 |
| Hw Elev (ft) | = 5001.21 |
| Hw/D (ft) | = 0.97 |
| Flow Regime | = Inlet Control |



Culvert Report

15 Inch ADS N-12, 0.50% Slope

| | | |
|---------------------|---|--------------------------------|
| Invert Elev Dn (ft) | = | 4999.80 |
| Pipe Length (ft) | = | 40.00 |
| Slope (%) | = | 0.50 |
| Invert Elev Up (ft) | = | 5000.00 |
| Rise (in) | = | 15.0 |
| Shape | = | Circular |
| Span (in) | = | 15.0 |
| No. Barrels | = | 1 |
| n-Value | = | 0.012 |
| Culvert Type | = | Circular Culvert |
| Culvert Entrance | = | Smooth tapered inlet throat |
| Coeff. K,M,c,Y,k | = | 0.534, 0.555, 0.0196, 0.9, 0.2 |

Embankment

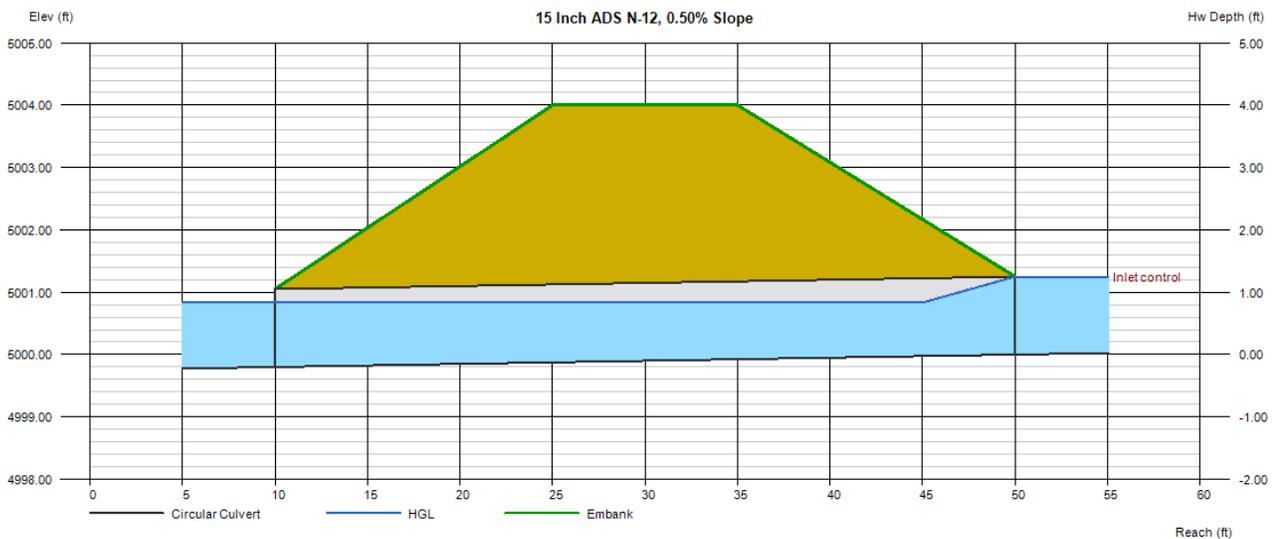
| | | |
|--------------------|---|---------|
| Top Elevation (ft) | = | 5004.00 |
| Top Width (ft) | = | 10.00 |
| Crest Width (ft) | = | 10.00 |

Calculations

| | | |
|---------------------|---|----------|
| Qmin (cfs) | = | 2.40 |
| Qmax (cfs) | = | 5.00 |
| Tailwater Elev (ft) | = | (dc+D)/2 |

Highlighted

| | | |
|-----------------|---|---------------|
| Qtotal (cfs) | = | 4.25 |
| Qpipe (cfs) | = | 4.25 |
| Qovertop (cfs) | = | 0.00 |
| Veloc Dn (ft/s) | = | 3.89 |
| Veloc Up (ft/s) | = | 4.88 |
| HGL Dn (ft) | = | 5000.84 |
| HGL Up (ft) | = | 5000.83 |
| Hw Elev (ft) | = | 5001.25 |
| Hw/D (ft) | = | 1.00 |
| Flow Regime | = | Inlet Control |







PAT HILL
208-630-4700
PREMIER
REALTY
208-634-4636









EXHIBIT 8

DRAFT v 5-30-2017
GENERAL DECLARATION
FOR
EAGLE LAKE SUBDIVISION

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DRAFT v 5-30-2017
GENERAL DECLARATION
FOR
EAGLE LAKE SUBDIVISION

This General Declaration ("this Declaration") is made this ___ day of _____, 20____, by Patrick Hill.

ARTICLE 1. Declaration / Purposes

1.1 General Purposes

(a) The Declarant, owns the real property hereinafter defined as Eagle Lake Subdivision and intends to develop said property as a residential community.

(b) Eagle Lake Property Owners' Association, an Idaho nonprofit corporation, has been formed, to perform certain functions and to hold and manage certain property for the common benefit of some or all Owners within Eagle Lake Subdivision. This Declaration defines certain rights and obligations of Owners and Lessees within Eagle Lake Subdivision with respect to the Association and with respect to Functions undertaken and Association Facilities held by the Association.

(c) By this Declaration, Declarant also intends to establish a means to provide for and maintain the area within Eagle Lake Subdivision as a pleasant and desirable environment for all persons residing, visiting or doing business therein.

1.2 Declaration: To further the general purposes herein expressed, The Declarant, for itself, its successors and assigns, hereby declares that all real property hereinafter defined as Eagle Lake Subdivision, including any property added to Eagle Lake Subdivision as hereinafter provided, shall, at all times, be owned, held, used and occupied subject to the provisions of this Declaration and to the covenants, conditions and restrictions herein contained. Declarant, for each Lot it owns, and each Owner, by acceptance of a deed or other conveyance of title to a Lot, HEREBY COVENANTS, PROMISES, AND AGREES to be bound by and to comply in all respects with all provisions of this Declaration, and all applicable Supplemental Declarations, the Articles and Bylaws of the Association, all applicable sub-association articles and bylaws, the Design and Development Guidelines, and all Rules and Regulations promulgated pursuant to any of the above.

ARTICLE 2. Certain Definitions

2.1 Affirmative Vote Of A Majority Of The Classes: The Affirmative Vote of a Majority of the Classes shall be achieved on any particular matter if (and only if) (a) the Class B member votes in favor of such matter; and, (b) at least 51% of the votes of the Class A Members are cast in favor of such matter. For the purpose of determining the vote of a class, the votes of a majority of the members of such class present at a meeting at which a quorum is established, in person or by proxy and entitled to vote on such matter shall be deemed the vote of such class. Notwithstanding the foregoing, in the event that there is no Class B member, due to their effective resignation, the favorable vote of such member shall not be considered in determining a majority. Notwithstanding any other provision to the contrary in the Association Documents, this definition may not be amended without an Affirmative Vote Of A Majority Of The Classes as defined herein.

2.2 Articles: The Articles of Incorporation for Eagle Lake Property Owners' Association, Inc.

2.3 Association: Eagle Lake Property Owners' Association, Inc., an Idaho nonprofit corporation, formed and incorporated to be and constituting the Association to which reference is made in this Declaration and to further the common interests of all Owners or Lessees or of particular classes of Owners or Lessees of Lots within Eagle Lake Subdivision.

2.4 Association Documents: The various operative documents of the Eagle Lake Property Owners' Association, including: (a) the Articles of Incorporation for Eagle Lake Property Owners' Association; (b) the Bylaws for Eagle Lake Property Owners' Association; (c) this Declaration; (d) the Design and Development Guidelines; (e) all Rules and Regulations promulgated by the Board; (f) all Supplemental Declarations recorded by Declarant; and, (g) all amendments and supplements to any of the aforementioned documents.

2.5 Association Facilities: All property owned or leased by the Association or otherwise held or used by the Association, or under the Association's management or control by, through or under contractual

arrangements, licenses or other arrangements, including Property Furnished by Declarant, real property or interests therein, improvements on real property, and personal property and equipment.

2.6 Benefited Lots: The Board shall have the discretion to designate groups of Lots which have like interests or needs, which Lots may already be grouped as a Neighborhood, or may be some other grouping of Lots with like interests or needs, for the following purposes: construction, assessment and budgeting for Local Improvement Assessments, as defined at Section ___ of the Bylaws; determination, assessment and budgeting for Local Maintenance Assessments, as defined at Section ___ of the Bylaws; and/or, any other benefit, service or obligation related to certain Lots which are not already grouped as a Neighborhood. The Board may make such designation either of their own volition or in their discretion at the request of Members.

2.7 Board: The Board of Directors for Eagle Lake Property Owners' Association, Inc.

2.8 Bylaws: The Bylaws for Eagle Lake Property Owners' Association, Inc.

2.9 Common Open Space: Open Space which is declared to be Common Open Space in this Declaration or a Supplemental Declaration. Common Open Space is further described at Section 5.1 as Open Space in which Members of the Association enjoy common, non-exclusive rights of use.

2.10 Conversion Date: That date upon which certificates of occupancy have been issued for 100 percent of the dwelling Lots authorized to be constructed in the PUD pursuant to the PUD Approvals, or such earlier date as is selected by Declarant.

2.11 Declarant: Patrick Hill and any party which (a) acquires from Declarant all or substantially all of its property at Eagle Lake Subdivision and (b) is designated by a written instrument as a successor or assignee of Declarant under this Declaration. Such instrument may specify the extent and portion of the rights or interests as a Declarant which are being assigned, in which case Patrick Hill shall retain all other rights as Declarant.

2.12 Declaration: This Declaration and all Amendments or Supplements hereto, hereafter recorded in the real property records of Valley County, Idaho.

2.13 Default Rate: Any delinquent assessment, charge, fine, penalty or other amount payable pursuant to the terms of the Association Documents shall bear interest at the rate of eighteen percent (18%) per annum.

2.14 Design and Development Guidelines: The Eagle Lake Subdivision Design and Development Guidelines, as further described in Article 8 herein and as may be amended from time to time.

2.15 Design Review Committee: Design Review Committee ("DRC") shall mean the Design Review Committee established pursuant to Article 8 herein.

2.16 Exclusive Open Space: Open Space which is declared to be Exclusive Open Space in a Supplemental Declaration. Exclusive Open Space is further described at Section 5.2.

2.17 Function: Any activity, function or service required under this Declaration to be undertaken or performed by the Association as well as any activity, function or service otherwise undertaken or performed by the Association.

2.18 Guest: Any customer, agent, employee, guest or invitee of an Owner, Lessee, Subowner, and any person or persons, entity or entities who have any right, title or interest in a Lot which is not the fee simple title to the Lot (including a lessee or Subowner other than a Lessee) and any customer, agent, employee, guest or invitee of such person or persons, entity or entities.

2.19 Lessee: The person or persons, entity or entities who are the lessees of any part or all of a Lot.

2.20 Lot: Each parcel of real property within Eagle Lake Subdivision, as reflected on a recorded Final Plat for such parcel, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, or occupancy. The term shall refer to the land, as well as any structures and improvements thereon. Notwithstanding the foregoing, the following shall not be considered a Lot: Common Open Spaces; Exclusive Open Spaces; property dedicated to the public; or, a parcel of property owned, held or used in its entirety by the Association, or by any governmental entity, or for or in connection with the distribution of electricity, gas, water, sewer, telephone, television or other utility service or for access to any property within or without Eagle Lake Subdivision. In the case of a parcel of vacant land or land on which improvements are under construction, and for which a Final Plat has been recorded with Valley County for a condominium or for multi-family housing, the parcel shall be deemed to contain the number of Lots designated for such parcel on the Final Plat.

2.21 Member: A Person entitled to membership in the Association, as described at Section ____ of the Bylaws.

2.22 Neighborhood: A group of Lots designated as a separate Neighborhood in a Supplemental Declaration by the Declarant for purposes of electing Directors to the Association Board, and, in some instances, to interface with the Association with regard to proposed services, maintenance, improvements or other issues uniquely affecting the Neighborhood, and/or for purposes of sharing Exclusive Open Spaces and/or receiving other benefits or services and/or with separate interests or needs, as further described at Article 13 of the Bylaws. The Declarant shall assign all Lots to a Neighborhood in a Supplemental Declaration, and shall have the right to add Lots to each Neighborhood, and to reallocate Lots within each Neighborhood pursuant a Supplemental Declaration.

2.23 Open Space: Property within the PUD, devoid of buildings or structures, except where necessary for utilities or for the provision of recreation or fish and wildlife habitat improvements, and except as otherwise permitted in Exclusive Open Spaces at Section 5.2. Open Space shall be designated as such on each Final Plat for the PUD. The "Open Space" designation, as defined herein, shall bind the use of the subject property, whether it is owned by the Association or by a private person or entity.

2.24 Owner: The person or persons, entity or entities who own of record, according to the real property records of Valley County, Idaho, fee simple title to a Lot within Eagle Lake Subdivision. Each Owner shall also be the holder or holders of a regular Membership in the Association, as set forth below, which is appurtenant to ownership of such Lot.

2.25 Person: A natural person, a corporation, a partnership, a trustee, or any other legal entity.

2.26 Property: All of the real property in McCall, Valley County, Idaho, within the boundaries set forth in the legal description attached hereto as **Exhibit A** as well as all real property which becomes part of Eagle Lake Subdivision as provided in Article 10 herein. Any property removed from Eagle Lake Subdivision as provided in Article 10 herein shall no longer be part of Eagle Lake Subdivision. Any and all real property which is now or may hereafter be included within Eagle Lake Subdivision, including public or private streets, roads and any public or private easements or rights-of-ways and including any and all improvements on any of the foregoing.

2.27 Property Furnished by Declarant: Any real property, any improvement or portion of any improvement on real property and any personal property or equipment with respect to which Declarant grants, assigns or conveys to the Association title, interests in, or rights of use, or with respect to which Declarant permits use by the Association or some or all Owners, Lessees, Guests or Subowners and any replacement of or substitute for any of the foregoing. Property Furnished by Declarant may include, but is not limited to, the access roads or roads serving Eagle Lake Subdivision; open space or unimproved areas within Eagle Lake Subdivision, walks, drives, commons, bike paths, stairs, landscaping, trees, shrubs, ponds, seating benches, aesthetic structures, lighting, walk coverings and other open space improvements; parking areas or structures or facilities; game courts, other recreational facilities, conference facilities, cars and trucks or snow removal, maintenance or other equipment, and office space and office furnishings, furniture or fixtures. The Association shall be obligated to, and shall accept the title to, interests in, or rights of use with respect to any Property Furnished by Declarant which may be assigned, granted, or conveyed to the Association by Declarant, subject to such reservations, restrictions and conditions as Declarant may reasonably request.

2.28 PUD or Eagle Lake PUD : City of McCall PUD-17-_____.

2.29 PUD Approvals : City of McCall, Idaho PUD-17-_____ approved by the McCall City Council on _____, 2017, as the same may be amended, together with any additional Subdivision approval granted by the City of McCall which applies to the Property; and, as all of said approvals may be amended. The PUD Approvals shall be deemed to include and incorporate the following: the PUD, together with any and all related applications; all subdivision approvals and related applications for property within the PUD; all conditions of approval of the PUD and related subdivision approvals imposed by the City of McCall; the terms of any agreements entered into by the Declarant and the City of McCall related to the PUD and related subdivision approvals; and, the terms and conditions of all permits or licenses issued by the City of McCall, the State of Idaho, the United States of America, or any department or agency thereof, related to the PUD and related subdivision approvals.

2.30 Subowner: Any person or persons, entity or entities who occupy or use a Lot or portion thereof pursuant to a license or other arrangement with an Owner or Lessee or who have any right, title or interest in a Lot, including a mortgagee or beneficiary, as the case may be, under a mortgage or deed of trust encumbering a Lot.

ARTICLE 3. Eagle Lake Property Owners' Association

3.1 Organization: The Eagle Lake Property Owners' Association, Inc. (the "Association") shall be initially organized by Declarant as an Idaho, non-profit corporation. The Association is charged with the duties and vested with the powers prescribed by law and as set forth in the Association Articles of Incorporation and Bylaws, and this Declaration.

3.2 Membership: The following shall be Members of the Association: (1) each Owner of a Lot within Eagle Lake Subdivision (Class A-Residential Members); (2) Patrick Hill (the Class B-Declarant Member). The Class A Residential membership is a regular membership, and the Class B Declarant membership is a priority membership. The details with regard to the members of each Class, together with voting rights and the appointment of directors, are all defined and described in the Bylaws. Diagram 3.1 illustrates the Association membership classes, as more fully and completely described in Section ___ of the Bylaws.

| Eagle Lake Property Owners' Association | |
|---|--------------------|
| Membership Classes | |
| Class | Summary of Members |
| Class A Residential | Owners of Lots |
| Class B Declarant | Declarant |

Diagram 3.1

3.3 Compliance with Association Documents: All members shall comply with the terms and conditions of all Association Documents, as well as all Rules and Regulations which may be enacted by the Board pursuant to the Association Documents.

ARTICLE 4. Assessments And Other Amounts

4.1 Obligation for Assessments and Other Amounts: Declarant for each Lot it owns, and each Owner, by acceptance of a deed for his Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be conclusively deemed to have covenanted and agreed to pay to the Association the Common and Special Assessments and charges, fines, penalties or other amounts, to be levied, fixed, established and collected as set forth in this Declaration and the Articles, Bylaws and rules and regulations of the Association as from time to time are in force and effect. The Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

4.2 Purpose of Assessments and Other Amounts: The assessments levied and any charge, fine, penalty or other amount collected by the Association shall be used exclusively to pay expenses that the Association may incur in performing any actions or functions permitted or required under this Declaration, or its Articles or Bylaws as from time to time are in force and effect, including the funding of Reserve and Contingency Accounts.

4.3 Time for Payments: The amount of any assessment, charge for interest or otherwise, fine, penalty or other amount payable by any Owner or with respect to such Owner's Lessees, Subowners, Guests or Lot shall become due and payable as specified in the Articles or Bylaws. In addition, the Bylaws may authorize the Association, during the period of any delinquency, to suspend an Owner or Lessee's voting privileges or any other privileges stemming from membership in the Association.

4.4 Lien for Assessments and Other Amounts: In addition to any other remedies specified herein or in the Bylaws, or allowed by law, the Association shall have a lien against each Lot to secure payment of any assessment, charge, fine, penalty or other amount due and owing to the Association, as provided in the Bylaws.

4.5 Liability of Owners, Purchasers and Encumbrances: The amount of any assessment, charge, fine or penalty payable by any Owner or Lessee, or with respect to such Owners, Lessees, Subowners, Guests or Lot shall also be a joint and several personal obligation to the Association of such Owner and/or Lessee and such Owner's and/or Lessee's, heirs, personal representatives, successors and assigns. A party acquiring fee simple title to a Lot shall be jointly and severally liable with the former Owner or Lessee of the Lot for all such amounts which had accrued and were payable at the time of the acquisition of fee simple title to the Lot by such party, without prejudice to such party's right to recover any of said amounts from the former Owner or Lessee. Each such amount, together with interest thereon at the Default Rate and reasonable attorney's fees and costs, may be recovered by suit for a money judgment by the Association without foreclosing or waiving any lien securing the same. Notwithstanding the foregoing, the holder of a mortgage, deed of trust or other lien on a Lot shall not be liable for

any such assessment, charge, fine or penalty and the lien for any such assessments, charges, fines or penalties shall be junior to any first lien on a Lot taken in good faith and for value and perfected by recording in the office of the Recorder of Valley County, Idaho, prior to the time a notice of failure to pay any such amount is recorded in said office, describing the Lot and naming the Owner of the Lot.

ARTICLE 5. Property Rights

5.1 Common Open Space: Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Open Space, subject to:

- (a) The Association Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The right of the Board to adopt rules regulating the use and enjoyment of the Common Open Space, including rules restricting use of any recreational facilities which may be located within the Common Open Space to occupants of Lots and their guests and rules limiting the number of guests who may use the Common Open Space;
- (d) The right of the Board to suspend the right of an Owner to use any Common Open Space or any recreational facilities located within the Common Open Space (i) for any period during which any charge against such Owner's Lot remains delinquent; and, (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation, of the Declaration, any applicable Supplemental Declaration, the Bylaws, or rules of the Association, after notice and a hearing as provided in the Bylaws;
- (e) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Open Space pursuant to the terms of this Declaration;
- (f) The right of the Board to permit use of any Common Open Space, or any recreational facilities which may be situated on the Common Open Space, by persons other than Owners, their families, lessees and guests with or without payment of use fees;
- (g) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (h) The right of Declarant to place utilities within any Open Space, and the right to grant easements for the maintenance and repair of such utilities;
- (i) The right of Declarant to move amenities from one Open Space to another, and the right to remove amenities, and to create new amenities, within any Open Space, subject to the PUD Approvals; and,
- (j) The right of the Declarant to convert Open Space to single family residential use, provided: any such conversion will be subject to necessary approvals from the City of McCall, and any other required regulatory entities, will maintain the overall density limits established in the PUD, and will maintain the material balance between open space and developed property within the PUD.
- (k) The right of Declarant and the Association to limit hours of Open Space use.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, subject to reasonable Board regulation. An Owner who leases his or her Lot shall be deemed to have assigned all such rights to the lessee of such Lot, unless provided to the contrary in the Lease.

5.2 Exclusive Open Space: Certain portions of the Open Space may be designated as Exclusive Open Space and reserved for the exclusive use or primary benefit of Owners, occupants and invitees of Lots within a particular Neighborhood or Neighborhoods, or other group of Benefited Lots. All costs associated with maintenance, repair, replacement, and insurance of Exclusive Open Spaces shall be assessed as a Local Maintenance Assessment pursuant to the Bylaws.

Declarant may construct any improvement, utilities, or fixtures within an Exclusive Open Space that Declarant, in Declarant's discretion, determines will benefit the Owners of Lots assigned the exclusive use of such Exclusive Open Space; and, may grant easements for the maintenance and repair of the same. Additionally, the

Owners of Lots assigned the exclusive use of such Exclusive Open Space may propose to the DRC any improvement to such Exclusive Open Space that they feel will benefit such Owners, pursuant to Section _____ of the Bylaws.

Initially, the Declarant shall designate any Exclusive Open Space as such and shall assign the exclusive use thereof in a Supplemental Declaration; provided, any such assignment shall not preclude the Declarant from later assigning use of the same Exclusive Open Space to additional Lots and/or Neighborhoods, so long as the Declarant has a right to subject additional property to this Declaration pursuant to Section 10.1. Thereafter, a portion of the Open Space may be assigned as Exclusive Open Space of a particular Neighborhood and Exclusive Open Space may be reassigned by the Association with the vote of two-thirds (2/3) of the Members within the Neighborhood(s) or Benefited Lots to and/or from which the Exclusive Open Spaces are to be assigned. Prior to the Conversion Date, any such assignment or reassignment shall also require the Declarant's consent.

The Association may, upon approval of a majority of the members of the Neighborhood to which certain Exclusive Open Spaces are assigned, permit Owners of Lots in other Neighborhood(s) to use all or a portion of such Exclusive Open Spaces on such terms as are deemed reasonable by the Board.

5.3 Unplatted Land in the PUD: Owners shall have no entitlement to use of any land that is included in the PUD, but which is not yet final platted (hereafter "Unplatted Land"). Declarant reserves the right to develop the Unplatted Land in higher densities than approved under the current PUD Plan, pursuant to an amendment to the PUD Plan as may be approved by the City of McCall. Access to and use of the Unplatted Land is completely at the discretion of Declarant, and subject to any rules and regulations Declarant may place on such use. No person gains any right to enter or use the Unplatted Land by virtue of membership in the Association or ownership or occupancy of a Lot. In the event that Declarant does permit such use, such use shall be completely at the risk of the user; and, the user shall be conclusively deemed to have waived as to Patrick Hill, and to have agreed to hold him harmless regarding any injuries, damages or liability of any kind whatsoever which might result from the use of such Unplatted Land. The following additional provisions shall apply to the Unplatted Lands:

(a) **Declarant Exempt from Warning.** Declarant owes no duty of care to keep the Unplatted Lands safe for entry by others for recreational purposes, or to give any warning of a dangerous condition, use, structure, or activity on such premises to persons entering for such purposes. Neither the installation of a sign or other form of warning of a dangerous condition, use, structure, or activity, nor any modification made for the purpose of improving the safety of others, nor the failure to maintain or keep in place any sign, other form of warning, or modification made to improve safety, shall create liability on the part of Declarant where there is no other basis for such liability.

(b) **Declarant Assumes No Liability.** Declarant does not, with regard to individuals who are either directly or indirectly invited or permitted to use the Unplatted Land for no charge for recreational purposes, thereby:

- (i) Extend any assurance that the Unplatted Lands are safe for any purpose; or,
- (ii) Assume responsibility for or incur liability for any injury to person or property.

(c) **Declarant Not Required to Keep Unplatted Lands Safe.** Nothing in this section shall be construed to:

- (i) Create a duty of care or ground of liability for injury to persons or property; or,
- (ii) Relieve any person using the Unplatted Land for recreational purposes from any obligation which they may have in the absence of this section to exercise care in their use of such land and in their activities thereon, or from legal consequences or failure to employ such care.

(d) **User Liable for Damages.** Any person using the Unplatted Land for recreational purposes, with or without permission, shall be liable for any damage to property, livestock or crops which they may cause while on said property.

ARTICLE 6. Certain Obligations And Rights Of Eagle Lake Property Owners' Association

6.1 Property Maintenance Function:

(a) **Association Facilities.** The Association shall provide for the care, operation, management, maintenance, repair and replacement of all Association Facilities, including but not limited to

Common Open Spaces, Exclusive Open Spaces, streets and roads. Said obligation shall include, without limitation, removal of snow from and application of sand and salt to parking areas, roads, walks, drives, malls, stairs and other similar facilities as necessary for their customary use and enjoyment; maintenance and care of all open space or unimproved areas included in the Association Facilities and of plants, trees and shrubs in such open space or unimproved areas, maintenance of lighting provided for parking areas, roads, walks, drives, malls, stairs, and other similar facilities. Said obligations may also include maintenance of roads, walks, drives and loading areas which are not Association Facilities as may be necessary or desirable for access to the boundary of or full utilization of any Lot or any improvements within Eagle Lake Subdivision.

(b) Association Facilities Used by Declarant. If, with respect to any Association Facilities, Declarant reserves the right to use all or part of such Association Facilities for part of the time or the right to permit third parties to use all or part of such Association Facilities for part of the time and Declarant actually exercises such reserved right, Declarant shall pay to the Association the fair rental value of the use of such Association Facilities by Declarant or such third party, as determined by Declarant, based on the particular type of use, the portion of such Association Facilities used and the time or periods of such use, or based on the actual rental payments, income or fees received by Declarant from any third party for such use, whichever is greater; provided, however, the payment by Declarant shall not exceed the costs and expenses of the Association with respect to such Association Facilities including, without limitation, maintenance, taxes and assessments, insurance and depreciation. Declarant shall have the obligation, or shall impose on any such third party the obligation to restore any such Association Facilities to a clean and orderly condition after each use.

(c) Exterior Maintenance of Certain Neighborhood Improvements. The Declarant may, in a Supplemental Declaration, provide that the exterior of certain privately owned improvements be maintained by the Association. For example exterior building maintenance for certain Condominium products. The expense for such maintenance shall be assessed pursuant to the Bylaws as a Local Maintenance Assessment.

6.2 Operation Function: The Association may do all things that are not prohibited by applicable laws or ordinances which may be reasonably necessary or desirable to keep and maintain Eagle Lake Subdivision as a safe, attractive and desirable community.

6.3 Public Health and Safety Function: The Association may provide public health and safety services within Eagle Lake Subdivision, including but not limited to, providing health care services and facilities, security services and systems, fire protection facilities, and a fire water system which may include periodic fire prevention inspections and equipment certifications.

6.4 Parking Function: The Association may construct, purchase, lease, care for, operate, manage, maintain, repair or replace parking areas to accommodate Owners, Lessees, Guests and Subowners, including, but not limited to, signs, landscaping and other similar Facilities appurtenant to said parking areas and the removal of snow from and the cleaning of any of said parking areas. To the extent practicable, the Association shall maintain such parking areas so as to meet any requirements imposed on the Association or on Declarant with respect to Eagle Lake Subdivision by the any federal, state or local governmental agency.

6.5 Vehicular Access Limitation Function: The Association shall provide control over vehicular access to Eagle Lake Subdivision in accordance with all requirements with respect to Eagle Lake Subdivision imposed on the Association or on Declarant or otherwise by any other governmental entity or which it deems necessary or desirable for the health, safety or welfare of persons within Eagle Lake Subdivision. Said obligation may include, without limitation, restricting non-commercial vehicular traffic within Eagle Lake Subdivision except for Owners, Lessees or Guests who have overnight accommodations at Eagle Lake Subdivision and who park within Eagle Lake Subdivision, and restricting commercial vehicular traffic within Eagle Lake Subdivision.

6.6 Recreation Function: The Association may provide a year-round recreational program of suitable variety and such miscellaneous equipment as may be necessary therefore, including, but not limited to, informing visitors of recreation available and stimulating their participation therein; conducting, caring for, operating, managing, maintaining, repairing and replacing within Eagle Lake Subdivision picnic areas, fire pits, camping areas, game courts, game areas and other recreational amenities, and such miscellaneous equipment as may be appropriate for use in connection therewith; and removing snow from and cleaning such facilities as necessary to permit their full use and enjoyment.

6.7 Open Space Monitoring Function: The Association shall reasonably monitor Open Space Use, and shall have the right to utilize electronic audio and/or visual security monitoring equipment in Open Spaces. Owners with Lots that neighbor Open Spaces understand and agree to, and waive and release any claim related to, any minor overlap of monitoring equipment picking up visual or audio feedback from their Lot.

6.8 Trash Collection and Disposal Function: The Association may provide for the collection, removal and disposal of all trash, garbage and other solid waste in Eagle Lake Subdivision, through any program offered therefore by or through Valley County, including but not limited to, the construction, operation and maintenance of a central waste disposal facility, and the possible production and sale of any energy generated in connection therewith. The Association shall have the power to adopt, amend and enforce rules and regulations applicable within Eagle Lake Subdivision to provide for the orderly collection and disposal of such trash, garbage and other solid waste.

6.9 Recycling Function: The Association may establish a recycling program and recycling center within the Eagle Lake Subdivision, through or in addition to any program offered therefore by or through Valley County. In such event, all occupants of Lots shall support such program by recycling, to the extent reasonably practical, all materials which the Association's recycling program or center is set up to accommodate.

6.10 Animal Control Function: The Association may provide for regulations, facilities, manpower and funds to enforce animal and reptile control and for the orderly dispensing of stray animals and reptiles; or, to exclude animals and reptiles from Eagle Lake Subdivision, in which case it may provide reasonable kennel facilities for the keeping and care of Owners' Lessees' and Guests' animals.

6.11 Environmental Monitoring Function: The Association may monitor air and water quality in Eagle Lake Subdivision to determine trends, to detect violations of state pollution laws and may control and enforce fireplace construction and utilization pursuant to regulations promulgated by the Association from time to time.

6.12 Exterior Maintenance for Compliance Function:

(a) If any Owner fails to maintain his Lot or improvements on such Lot or fails to perform any acts of maintenance or repair required under this Declaration or the Design and Development Guidelines, the Association may provide exterior maintenance and repair upon such Lot and improvements thereon, in response to a request from the DRC, pursuant to the provisions of Section 8.7, or, on its own volition, after 30 days prior written notice to the Owners and, if applicable, the Lessees of the Lot. In addition, the Association may, without notice, make such emergency repairs and maintenance as may in its judgment be necessary for the safety of any person or to prevent damage to any other property. The cost of such exterior maintenance and repair shall be assessed against the Owner of such Lot as a Compliance Assessment; shall be a lien and obligation of the Owner pursuant to Section 4.4 herein; shall be a joint and several liability of the Owners of the Lot; and, shall become due and payable in all respects as set forth in Section 4.3 herein. For the purpose of performing the exterior maintenance authorized by this Section 6.12, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to any Owner, to enter upon such Lot during reasonable hours on any day except Saturday or Sunday. The Association or its designee is hereby granted an irrevocable license over all property in Eagle Lake Subdivision to inspect (in a reasonable manner) property within Eagle Lake Subdivision in order to determine whether any maintenance or repair is necessary under this Section 6.12.

(b) Neither Declarant, the Association, nor any of their respective directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any Lot or improvements or portion thereof or to repair or maintain the same. Declarant, the Association or any other person, firm or corporation undertaking such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any Lot, improvements or portion thereof.

6.13 Other Functions: The Association may undertake and perform other Functions as it deems reasonable or necessary to carry out the provisions of this Declaration, including without limitation, providing the following services for some or all Owners or Lessees; a cooperative purchasing service, a telephone answering service, warehousing and delivery, a central laundry, property management services, employee training, a central communications operation which may include a central dispatch system, a data information center and central monitoring of fire safety and property security.

6.14 Insurance: The Association shall obtain in its name and keep in full force and effect at all times at least the following insurance coverage: (a) casualty insurance with respect to all insurable Association Facilities, insuring such Association Facilities for the full replacement value thereof, and including coverage for fire and extended coverage, vandalism and malicious mischief; and (b) broad form comprehensive liability coverage, covering both public liability and automobile liability, with limits in amounts reasonably necessary to insure against foreseeable liability. All insurance may contain such deductible provisions as good business practice may dictate. All insurance shall name Declarant as an additional insured and shall, to the extent reasonably possible, cover each Owner and Lessee without each Owner and Lessee being specifically named. The Association shall provide to Declarant, upon request, certificates evidencing such insurance and copies of the insurance policies.

6.15 Indemnification: The Association shall be obligated to and shall indemnify Declarant and hold it harmless from all liability, loss, cost, damage and expense, including attorneys' fees, arising with respect to any operations of the Association or any Association Facilities or Functions.

6.16 Right to Make Rules and Regulations: The Association shall be authorized to and shall have the power to adopt, amend and enforce rules and regulations applicable within Eagle Lake Subdivision with respect to any Facility or Function, and to implement the provisions of this Declaration, the Articles or Bylaws, including but not limited to, rules and regulations to prevent or reduce fire hazard; to prevent disorder and disturbances of the peace; to regulate pedestrian and vehicular traffic; to regulate animals; to regulate the budgeting and assessment procedures according to the Association Documents; to regulate signs; to regulate use of any and all Association Facilities to assure fullest enjoyment of use by the persons entitled to enjoy and use the same; to promote the general health, safety and welfare of persons within Eagle Lake Subdivision; and to protect and preserve property and property rights. All rules and regulations adopted by the Association shall be uniformly applied, except such rules may differentiate between reasonable categories of Lots, Owners, Lessees, Subowners or Guests. The Association may provide for enforcement of any such rules and regulations through reasonable and uniformly applied fines and penalties, through exclusion of violators from Association Facilities or from enjoyment of any Functions, or otherwise. Each Owner, Lessee, Subowner and Guest shall be obligated to and shall comply with and abide by such rules and regulations and pay such fines or penalties upon failure to comply with or abide by such rules and regulations and such unpaid fines and penalties shall be enforceable in accordance with Section 4.4.

In the promulgation of such Rules and Regulations, the Association shall have broad discretion and shall endeavor to maintain a community standard consistent with the intents and purposes of the Association Documents, without being limited to the literal language thereof. In the event of any challenge to any such Rule or Regulation, the Rule or Regulation shall be upheld unless it is found by clear and convincing evidence to be: (i) in express violation of the Association Documents or the PUD Approvals; (ii) in express violation of an applicable federal, state, county or district statute, ordinance or regulation; or, (iii) arbitrary, capricious, unreasonable and oppressive.

6.17 Right to Establish 'No-Burn' Policies: Assuming the availability of locally reliable air quality monitoring data, the Association, through its Board, may establish enforceable "no-burn" Rules for Eagle Lake Subdivision. Such Rules shall be adopted by the Board and shall also require the written approval of the Class B Declarant Member. The Declarant shall have the right to unilaterally promulgate such Rules at any time prior to the Conversion Date.

6.18 Charges for Use of Association Facilities: The Association may establish charges for use of Association Facilities to assist in offsetting the costs and expenses of the Association, including depreciation and capital expenses. All charges established under this Section 6.18 shall be reasonable and shall be uniformly applied, except such charges may differentiate between reasonable categories of Lots, Owners, Lessees, Subowners or Guests. Each Owner, Lessee, Subowner and Guest shall be obligated to and shall pay any such charges for use.

6.19 Charges for Functions: The Association may establish charges for providing any service as required or permitted by any Function on a regular or irregular basis to an Owner, Lessee, Subowner or Guest to assist the Association in offsetting the costs and expenses of the Association, including depreciation and capital expenses. All charges established under this Section 6.19 shall be reasonable and shall be uniformly applied, except such charges may differentiate between reasonable categories of Lots, Owners, Lessees, Subowners or Guests. Each Owner, Lessee, Subowner and Guest shall be obligated to and shall pay any such charges for such services.

6.20 Taxes: The Association shall pay all ad valorem real estate taxes, special improvement and other assessments (ordinary and extraordinary), ad valorem personal property taxes, and all other taxes, duties, charges, fees and payments required to be made to any governmental or public authority which shall be imposed, assessed or levied upon, or arise in connection with any Association Facilities or Functions.

6.21 Right to Dispose of Association Facilities: Subject to the provisions of this Declaration requiring the consent of Declarant with respect to Property Furnished by Declarant, the Association shall have full power and authority to sell, lease, grant rights in, transfer, encumber, abandon or dispose of any Association Facilities.

6.24 Governmental Successor: Any Facility and any Function may be turned over to a governmental entity which is willing to accept and assume the same upon such terms and conditions as the Association shall deem to be appropriate.

6.25 Implied Rights of the Association: The Association shall have and may exercise any right or privilege given to it expressly in this Declaration or, except to the extent limited by the terms and provisions of this Declaration, given to it by law and shall have and may exercise every other right of privilege or power and authority necessary or desirable to fulfill its obligations under this Declaration, including the right to engage labor and acquire use of or purchase property, equipment or facilities; employ personnel; obtain and pay for legal, accounting and other professional services; maintain accounts and reserve accounts; enter into contracts and subcontracts; and, to perform any Function by, through or under contractual arrangements, licenses, or other arrangements with any governmental or private entity as may be necessary or desirable.

ARTICLE 7. Restrictions Applicable To Eagle Lake Subdivision

7.1 Residential Land Use: All Lots are restricted to single family residential use.

7.2 Land Use Restrictions: In addition to the restrictions found in this Article 7, all of any portion of the Property to be sold or leased by Declarant may be further restricted in its use, density or design according to one or more Supplemental Declarations for Eagle Lake Subdivision recorded with the Valley County Recorder, prior to the time Declarant transfers or conveys any such Property to the Association or to any third party, and by the promulgation of Rules by the Association.

7.3 Occupancy Limitations: No portion of any Lot shall be used as a residence or for living or sleeping purposes other than a room designed for living or sleeping in a completed structure for which a certificate of Occupancy has been issued. No room in any structure shall be used for living or sleeping purposes by more persons than it was designed to accommodate comfortably. Except as expressly permitted in writing by the DRC, no trailers or temporary structures shall be permitted on any Lot.

7.4 Maintenance of Property: All Lots, including all improvements on any Lot, shall be kept and maintained by the Owner thereof in a clean, safe, attractive and sightly condition and in good repair.

7.5 Trash Collection: The Board may promulgate Rules and Regulations requiring the Owner or Lessee of each Lot to either contract directly with a trash collection company for the year-round removal of trash for the Lot. Trash removal requirements during the period of construction of any improvements shall be governed by the Design and Development Guidelines.

7.6 No Noxious or Offensive Activity: No noxious or offensive activity shall be carried on upon any Property nor shall anything be done or placed on any Lot which is or may become a nuisance or cause any significant embarrassment, disturbance or annoyance to others.

7.7 No Hazardous Activities: No activities shall be conducted on any Lot and no improvements constructed on any Lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms, bows and arrows, or paintball guns shall be discharged upon any Lot, and no open fires shall be lighted or permitted on any Lot except as follows: (a) in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed fireplace; (b) campfires at picnic fires on property designated for such use by Declarant or by the Association; (c) controlled and attended fires authorized in writing by Declarant or the Association and required for clearing or maintenance of land; and, (d) such other exceptions or restrictions as may be implemented pursuant to the Design and Development Guidelines or other rules or regulations. Notwithstanding the foregoing, any restriction on burning put in place from time to time by any governmental agency shall be strictly adhered to; and, the Board may create such additional Rules and Regulations with regard to burning or other hazardous activities as it deems appropriate.

7.8 No Unsightliness: No unsightliness shall be permitted on any Lot. Without limiting the generality of the foregoing: (a) All unsightly structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure; (b) trailers, mobile homes, boats, tractors, campers not on a truck, snow removal equipment and garden or maintenance equipment shall be kept in an enclosed structure at all times, except when in actual use, and except as provided at Section 7.9 below; provided that such equipment may be parked on parking lots or other areas specifically designated by the DRC for such equipment, and automobiles may be parked in a driveway for not longer than a 72 hour period, and limited on-street parking may be allowed by the Board pursuant Rules and Regulations; (c) Refuse, garbage and trash shall be kept in a covered container at all times and any such container shall be kept within an enclosed structure; (d) Service areas and facilities for hanging, drying or airing clothing or fabrics shall be kept within an enclosed structure; (e) Pipes for water, gas, sewer, drainage or other purposes; wires, poles, antennas and other facilities for the transmission or reception of audio or visual signals or electricity; utility meters or other utility facilities; gas, oil, water or other tanks; and, sewage disposal systems or devices shall be kept and maintained within an enclosed structure or below the surface of the ground; and (f) No lumber, grass, shrub or tree clippings or plant waste, compost, metals, bulk materials or scrap or refuse or trash or unused items of any kind shall be kept, stored or allowed to accumulate on any Lot. All enclosed structures shall comply with the rules and regulations of the DRC as in effect from time to time. The DRC shall have the power to grant a variance from the provisions of this Section 7.8 from time to time as it deems necessary or desirable.

7.9 Restriction on Campers and Trailers: Owners and Guests shall have the right to park a camper, motor home or trailer on a Lot for a reasonable term, not to exceed twenty one (21) days in any three (3) month period, except with special permission of the DRC which permission can be withheld for any reason.

7.10 Restriction on Recreational Vehicles: No ATV, motorcycle or other motorized recreational vehicle shall be operated within Eagle Lake Subdivision except for ingress and egress, or as may be otherwise specifically permitted by Rules and Regulations of the Association. Snowmobiles are not permitted to be operated within Eagle Lake Subdivision, for purposes of ingress and egress or otherwise.

7.11 Fire Protection: The following shall be applied within the Property with regard to fire protection and shall be enforced by the DRC: such portions of the International Urban-Wildlands Interface Fire Code as the Association determines are applicable to Eagle Lake Subdivision; or, such other alternate methods or materials as may be listed by the DRC in the Design and Development Guidelines, or as may be proposed by an Owner and approved by the DRC, to provide protection comparable to the International Urban-Wildlands Interface Fire Code. The Board shall have the authority to create a separate Fire Wise Committee to act as a subcommittee of the DRC, for the purpose of adopting and enforcing such fire protection measures.

7.12 Timeshares:

- (a) Except as otherwise approved in writing by Declarant (or the Board after the Conversion Date), which approval can be withheld for any reason, no Lot, whether leased or owned, shall be used:
- (i) for the operation of a timesharing, fraction-sharing, interval ownership or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years; or,
 - (ii) for the operation of a reservation or time-use system among co-Owners of a Lot, regardless of whether or not any co-Owner may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating, if one or more of the following conditions exist:
 - A. such system is adopted, imposed or managed by a party other than the co-Owners themselves, or,
 - B. the ownership interest in such Lot is publicly marketed for sale subject to such system, or,
 - C. the co-Owners are or were required as a condition of purchase of the ownership interest in such Lot to subject the interest to a pre-determined reservation or time-use system among co-Owners; or,
 - (iii) in the marketing, offering or selling of any club membership interest, limited liability company interest, limited partnership interest, program interest or other interest whereby

the interest-holder acquires a right to participate in a reservation or time-use system among the interest-holders, or among the interest-holders and others, involving the Lot, or involving the Lot and other alternate or substitute properties, regardless of whether such interest is equity or non-equity, regardless of whether or not any interest-holder may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating (such interest referred to herein as an "Interest"), if one or more of the following conditions exist:

- A. such system is adopted, imposed or managed by a party other than the Interest-holders themselves, or,
- B. the Interest is publicly marketed for sale, or,
- C. the Interest-holders are or were required as a condition of purchase of the Interest to be subject to a pre-determined reservation or time-use system among Interest-holders, or among Interest-holders and others;

(all of the foregoing uses, systems or programs are collectively referred to as a "Timeshare Program").

(b) Mere co-ownership of a Lot, ownership of a Lot by an entity, or leasing of a Lot shall not create a Timeshare Program unless it meets any of the conditions described above in this Section 7.12. The definition of Timeshare Program expressly excludes (i) the voluntary inclusion of a Lot in a rental pool program, whether managed by the Owner or a party other than the Owner; and, (ii) any activities, programs, or offerings of the Association.

7.13 Animals: No animals, of any kind, except for household pets, (it is specifically noted that horses, cattle, pigs, llamas, sheep, and comparable sized animals, livestock, poultry, reptiles and wild animals are not to be considered household pets) shall be raised, bred, or kept on any portion of the property. Household pets may be kept for personal or non-commercial recreational purposes only if the presence of such pets does not constitute a nuisance. Pets must be kept within the boundaries of the Lot unless accompanied by and under the positive control of the Owner. Consistent and/or chronic barking by dogs, or threatening or aggressive behavior by an animal, shall be considered a nuisance. The Board may create such additional Rules and Regulations with regard to animals as it deems appropriate, including but not limited to the number of animals that may be in a Lot at any one time, and the disallowance of pets in certain portions of Eagle Lake Subdivision.

7.14 Signage: All signage, including but not limited to "for sale" signs, and signs placed on property during construction, shall be subject to the terms and conditions of the Design and Development Guidelines.

7.15 Rental of Residential Lots: Vacation and long term rental of Residential Lots is permissible, subject to Rules and Regulations that may be promulgated by the Board, and subject to the following:

(a) The Board may require a "Code of Conduct" exhibit, to be adopted by the Board, which must be signed by any renter, long term or short term;

(b) The Board may develop a schedule of fines for violation of Rules and Regulations by any renter, or by the owner of any Lot who rents, which fine will be the responsibility of the Lot Owner.

(c) The Board may restrict or even eliminate the right of renters to utilize any Open Space;

(d) The Board may specify the maximum occupancy for all rentals in general, and may also specify a lower maximum occupancy for each individual Lot based on capacity of the home, available parking, etc.

(e) The Board may adopt Rules and Regulations regarding quiet hours, use of outdoor music, parking, and any other issue related to rentals.

(f) The Board may restrict and even eliminate rentals of a term less than 90 days in the Board's sole discretion.

7.16 Additional Restrictions: Upon such conditions as are deemed necessary by the DRC to maintain compliance with the intents and purposes of the Association Documents, the Eagle Lake Subdivision, additional restrictions on the use of Property within Eagle Lake Subdivision shall be provided in Supplemental Declarations, the Design and Development Guidelines and/or Rules and Regulations promulgated by the Board.

7.17 Compliance With Law: No Property shall be used, occupied, altered, charged, improved or repaired except in compliance with all present and future laws, rules, requirements, orders, directions, ordinances and regulations of the United States of America, State of Idaho, County of Valley, and all other municipal, governmental or lawful authority whatsoever, affecting Eagle Lake Subdivision or the improvements thereon or any part thereof.

7.18 General Use Guidelines And Restrictions: The following guidelines and restrictions are applicable to all Property within Eagle Lake Subdivision:

- All terms and conditions of the PUD Approvals;
- All terms and conditions of the Association Documents;
- All Notes contained on any final plat, and all terms and conditions of Supplemental Declarations imposed pursuant to final plat approval (these restrictions apply only to that portion of the PUD to which each final plat applies);
- All terms and conditions imposed by any state or federal agency, including but not limited to the Army Corps of Engineers, the Idaho Department of Water Recourses, and the Idaho Department of Environmental Quality.

ARTICLE 8. Design Review

8.1 Purpose: In order to preserve the natural beauty of Eagle Lake Subdivision and its setting, to maintain Eagle Lake Subdivision as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of property, exterior design, landscaping and use of all new development and additions, changes or alterations to existing use, landscaping and exterior design and development shall be subject to design review.

8.2 Objectives: Design review shall be directed towards attaining the following objectives for Eagle Lake Subdivision:

- (1) Preventing excessive or unsightly grading, indiscriminate earthmoving or clearing of property, removal of trees and vegetation which could cause disruption of natural watercourses or scar natural landforms;
- (2) Ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the Lot and with surrounding Lots and structures;
- (3) Ensuring that the architectural design of structures and their materials and colors are visually harmonious with Eagle Lake Subdivision's over-all appearance, history and cultural heritage, with surrounding development, with natural landforms and native vegetation, and with development plans, zoning requirements and other restrictions officially approved by Declarant, the Association or any government or public authority, if any, for the areas in which the structures are proposed to be located;
- (4) Ensuring that plans for the landscaping of open spaces provide visually pleasing settings for structures on such Lots and on adjoining and nearby Lots and blend harmoniously with the natural landscape;
- (5) Ensuring that any development, structure, building or landscaping complies with the provisions of this Declaration, including but not limited to, those provisions set forth in Article 7, and all applicable provisions of the other Association Documents; and,
- (6) Ensuring that building design and construction techniques respond to energy consumption and environmental quality considerations such as heat loss, air emissions, and run-off water quality.

8.3 Design Review Committee:

(a) The Association shall establish the Design Review Committee (“DRC”) which shall consist of three to five members appointed by the Board. The members need not be Owners or Lessees of Lots. The regular term of office for each member shall be one year, coinciding with the fiscal year of the Association or such other annual time period as the Board may determine. Any such member may be removed with or without cause by the Board at any time by written notice to such appointee. A successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member.

(b) The DRC shall operate in accordance with its own rules of procedure. Said rules shall be filed with the Association and maintained in the records of the Association and shall be available to members of the Association.

(c) The DRC is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers, engineers, building contractors, consultants, inspectors and such other staff or consultants who shall be reasonably necessary to advise and assist the DRC in performing the design review functions prescribed in this Article 8. Such consultants may be retained to advise the DRC on a single project, on a number of projects, or on a continuing basis.

8.4 DRC Approval and Control:

(a) Neither the Association nor any Owner, Lessee, Subowner or any agent or contractor of the foregoing, but excluding the Declarant, shall perform any of the following without prior approval by the DRC of the plans and specifications for the project and the construction procedures to be used to insure compliance with Article 7: grading, clearing, or other ground disturbance; landscaping; construction of a building, fence, deck, patio, or other structure; erection of a sign; installation of exterior lighting; cutting, grubbing or removal of trees or vegetation; modification, change or alteration of the exterior of any existing structure, including staining or painting if a color materially different from the existing color; paving; the construction or exterior alteration of any improvements to any Lot or other property or building or structure thereon; or the change of the use of any Lot or other property or building or structure thereon. Alterations or remodeling which are completely within a building or structure and which do not change the exterior appearance and are not visible from the outside of the structure may be undertaken without DRC approval, provided such alterations or remodeling do not change the use of, or the number of dwelling Lots (as such term is defined in the PUD), or amount of commercial space in, the building or structure. All actions taken by the DRC shall be in accordance with Design and Development Guidelines established by the DRC which shall be published as set forth in Section 8.5 and shall be in accordance with the purposes and intents of the Association Documents. Such Design and Development Guidelines may be amended from time to time pursuant to Section 8.6 below. In the case of any challenge to a decision of the DRC, the decision shall be upheld unless the Board finds by clear and convincing evidence the decision to be: (i) in express violation of the Association Documents or the PUD Approvals; (ii) in express violation of an applicable federal, state, county or district statute, ordinance or regulation; or, (iii) arbitrary, capricious, unreasonable and oppressive. The DRC or its designated representative may inspect any approved project to the extent required to insure that the Construction or work on such project complies with any and all approved plans and construction procedures as well as any conditions of approval proposed by the DRC. The DRC or its designated representatives may enter upon any Property at any reasonable time or times to inspect the progress, work status, or completion of any project. In addition to the remedies described in Section 16.4, the DRC may withdraw approval of any project thereby stopping all activity at such project, as provided in the Design and Development Guidelines.

(b) Any material to be submitted or notice to be given to the DRC shall be submitted at the offices of the DRC in Eagle Lake Subdivision, unless the DRC’s address is changed by notice to the members of the Association.

(c) All actions requiring approval of the Association pursuant to the provisions of Articles 7 or 8 shall be deemed approved if such approval is obtained in writing from the DRC.

8.5 Design And Development Guidelines: The DRC, the Declarant, and/or the Association (as provided below) shall promulgate and publish rules and regulations that shall state the general design theme of all projects in Eagle Lake Subdivision, specific design requirements, and the general construction procedures that will or will not be allowed in Eagle Lake Subdivision. The DRC, the Declarant, and/or the Association (as provided below) shall also promulgate and publish rules and regulations that shall set forth the procedures to be followed and material which must be provided by any member of the Association or such member’s authorized agents in order to

obtain review of proposed construction by the DRC. The Design and Development Guidelines may contain general provisions applicable to all of Eagle Lake Subdivision, as well as specific provisions which vary from one portion of the Eagle Lake Subdivision to another depending upon the location, unique characteristics, and intended use.

8.6 Amendment of Design And Development Guidelines: The Design and Development Guidelines may be amended as follows: the DRC may propose amendments to the Board, or the Board may adopt amendments of their own volition; and, until such time as the Declarant is no longer a member of any Class of the Eagle Lake Property Owners' Association, the amendment must be approved in writing by the Declarant.

Any amendments to the Design and Development Guidelines shall apply to construction and modification of structures and improvements commenced after the date of such amendment only and shall not apply to require modifications to or removal of Structures previously approved once the approved construction or modification has commenced; provided, the construction or modification has proceeded in accordance with the plans and specification therefore, as approved.

The DRC shall make the Design and Development Guidelines available to Owners and Builders who seek to engage in development or construction within Eagle Lake Subdivision, and all such Persons shall conduct their activities in accordance with such Design and Development Guidelines. **THE BURDEN SHALL BE ON THE OWNER AND THE BUILDER TO ENSURE THAT THEY HAVE THE MOST CURRENT DESIGN AND DEVELOPMENT GUIDELINES.**

8.7 Exterior Maintenance: Pursuant to the provisions of Section 6.12, the DRC may, by vote of a majority of the members present at any meeting, after 30 days' notice to the Owner and, if applicable, the Lessee of the Lot, request that the Association provide exterior maintenance and repair upon any Lot.

8.8 Review Fee: The DRC may set a review fee schedule sufficient to cover all or part of the cost of DRC time, consultant's fees, and incidental expenses. Applicants for design review may be required to deposit with the DRC a fee which the DRC deems sufficient to cover the costs of design review from which the actual costs shall be deducted when determined and the balance returned to the applicant following completion of the design review procedure.

8.9 Enforcement of Restrictions: The Board shall be responsible for the enforcement of the restrictions set forth in Article 7 of this Declaration, the Design and Development Guidelines and restrictions set forth in any Supplemental Declaration recorded in the records of Valley County; and, in the event that the DRC is unable through the process and procedures provided in the Design and Development Guidelines to secure compliance, then the DRC shall refer the matter to the Board. This provision shall not limit the right of Declarant or the Association to act under Section 16.4. Subsequent to the completion of construction or action subject to review under Section 8.4, the Association shall have primary responsibility to enforce such restrictions.

8.10 Lapse of Design Review Approval: Approval of the design of a project shall lapse and become void eighteen months following the date of final approval of the project, unless prior to the expiration of one year, a building permit is issued and construction is commenced and diligently pursued toward completion. An Owner may request an extension prior to expiration of the eighteen month period by filing a written request therefore with the DRC, which request shall be reasonably granted; however, the DRC may grant such an extension subject to reasonable restrictions or conditions.

8.11 Assignment of Function: Any function to be performed by the DRC pursuant to Article 7 or Article 8 may be assigned to the Association in whole or in part at any time or from time to time at the sole discretion of the Association.

8.12 Liability: Neither Declarant, the Association nor the DRC nor any of their respective officers, directors, employees or agents shall be responsible or liable to any person for any defects in any plans or specifications submitted, revised or approved under this Article 8 nor for any defects in construction performed pursuant to such plans and specifications. Approval of plans and specifications under this Article 8 shall not relieve the Owner or Lessee of strict compliance with applicable governmental laws or regulations.

ARTICLE 9. Easements

9.1 Easements Of Encroachment: There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and adjacent Open Space and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not

more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association.

9.2 Easements For Utilities, Etc.: There are hereby reserved unto Declarant, so long as the Declarant owns any property subject to this Declaration, the Association, and the designees of each (which may include, without limitation, the City of McCall and any utility) access and maintenance easements upon, across, over, and under all of Eagle Lake Subdivision to the extent reasonably necessary for the purpose of constructing, replacing, repairing, and maintaining: cable television systems, master television antenna systems, security and similar systems, communications systems, roads, walkways, bicycle pathways, underground parking facilities, trails, ponds, wetlands, drainage systems, surface water management facilities, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, and electricity, and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on recorded plats of Eagle Lake Subdivision. This easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing dwelling on a Lot, and any damage to a Lot resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

9.3 Easements For Collection Of Storm Water Runoff And Flood Water: The Declarant reserves for itself, and its successors, assigns, and designees the nonexclusive right and easement, but not the obligation, to enter upon any property to (a) install, keep, maintain, and replace irrigation ditches, equipment or systems; (b) construct, maintain, and repair any structure designed to divert, collect or retain water; and (c) remove trash and other debris. The Declarant's rights and easements provided in this Section shall be transferred to the Association at such time as the Declarant shall cease to own any property subject to the Declaration, or such earlier time as Declarant may elect, in its sole discretion, to transfer such rights by a written instrument. The Declarant, the Association, and their designees shall have an access easement over and across any of Eagle Lake Subdivision abutting or containing any portion of any water course, stream, wetlands or area covered by a conservation easement, to the extent reasonably necessary to exercise their rights under this Section.

9.4 Easements To Serve Additional Property: The Declarant hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees, and mortgagees, an easement over any Open Spaces or any roads, streets or drives depicted on any Plat of any portion of the Property, for the purposes of access to adjoining property which may now or later be owned by Declarant. This easement includes, but is not limited to, a right of ingress and egress over the Open Space for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Open Space as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving such property.

9.5 Easements For Cross-Drainage: Every Lot and the Open Space shall be burdened with easements for natural drainage of storm water runoff from other portions of Eagle Lake Subdivision; provided, no Person shall alter the natural drainage on any Lot so as to materially increase the drainage of storm water onto adjacent portions of Eagle Lake Subdivision without the consent of the Owner of the affected property and Declarant, for so long as Declarant owns property in the PUD, and, thereafter, from the Board. Notwithstanding the foregoing, Declarant shall have the right to modify drainage patterns.

9.6 Easements For Maintenance, Emergency, And Enforcement: Declarant grants to the Association easements over Eagle Lake Subdivision as necessary to enable the Association to fulfill its maintenance responsibilities under Article 6. The Association shall also have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce the Association Documents, after prior written notice to the Owner(s) and, as applicable, the Lessee(s) of the Lot. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after reasonable notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may

increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any single family detached dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

9.7 View Impairment: Neither the Declarant or the Association guarantees nor represents that any view over and across any Open Space or any Lot from adjacent Lots will be preserved without impairment. Neither the Declarant, the Association, nor the Owner of a Lot shall have an obligation to prune or thin trees or other landscaping. In addition, the Declarant, the Association, or an Owner may add trees and other landscaping, and construct improvements, all subject to the Design and Development Guidelines and the approval of the DRC. Any such improvements may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

ARTICLE 10. Annexation And Withdrawal Of Property

10.1 Annexation Without Approval Of Membership: Declarant may unilaterally annex to Eagle Lake Subdivision and, thereby, subject the following to the provisions of this Declaration: any other real property which is owned by Declarant or in which Declarant has an equitable interest and which adjoins or is within 1 mile of Eagle Lake Subdivision. Declarant may transfer or assign this right to annex property, provided that the assignee is the owner of property adjacent to Eagle Lake Subdivision, and provided that such transfer is memorialized in a written, recorded instrument executed by Declarant. Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any additional property in any manner whatsoever.

Such annexation shall be accomplished by recording a Supplemental Declaration with the Office of Recorder of Valley County, describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of any Member other than the Class B Declarant. Any such annexation shall be effective upon the recording of such Supplemental Declaration unless otherwise provided therein.

10.2 Annexation With Approval Of Membership: The Association may subject any real property other than that provided for at Section 10.1 to the provisions of this Declaration with the consent of the owner of such property and the Affirmative Vote of a Majority of the Classes.

Such annexation shall be accomplished by recording a Supplemental Declaration with the Office of Recorder of Valley County, describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the annexed property. Any such annexation shall be effective upon recording unless otherwise provided therein.

10.3 Withdrawal: The Declarant reserves the right to amend this Declaration, until the Conversion Date, without prior notice and without the consent of any Person, for the purpose of removing property then owned by the Declarant, from the coverage of this Declaration, to the extent originally included in error or as a result of any changes in the Declarant's plans for Eagle Lake Subdivision, provided such withdrawal is not materially contrary to the overall, uniform scheme of development for Eagle Lake Subdivision, or the terms of the PUD Approvals.

10.4 Additional Covenants And Easements: Declarant may, with regard to property owned by Declarant, unilaterally subject any portion of the property subject to this Declaration initially or by Supplemental Declaration to additional covenants and easements. Such additional covenants and easements shall be set forth in a Supplemental Declaration recorded either concurrent with or after the annexation of the subject property.

10.5 Amendment: This Article shall not be amended without the prior written consent of Declarant prior to the Conversion Date.

ARTICLE 11. Declarant's Development Rights, Special Rights And Reservations

11.1 Declarant's Rights And Reservations: In addition to those easements and rights reserved by Declarant in Article 9 above, and as otherwise provided in this Declaration, Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and Eagle Lake Subdivision. The rights and reservations reserved above and hereinafter set forth shall be deemed accepted and reserved in each conveyance of any Lot or other property within Eagle Lake Subdivision by Declarant, whether or not specifically stated therein, and in each deed or other instrument by which any property within Eagle Lake Subdivision is conveyed by Declarant. The rights, reservations and easements reserved above and hereinafter set forth shall be prior and superior to any other provisions of the Association Documents and may not, without Declarant's written consent, be

modified, amended or rescinded or affected by any amendment of the Association Documents. Declarant's consent to any one such amendment shall not be construed as a consent to any other amendment.

11.2 Declarant's Future Development Rights: Declarant, and Declarant's assigns, shall have the following development rights, which rights shall not require the consent of Owners before Declarant's exercise of such rights:

(a) Declarant may further develop Eagle Lake Subdivision; and, may further divide any Lot or adjust lot lines between Lots prior to sale of such Lot(s), subject to approval from the City of McCall. As noted elsewhere herein, such development and subdivision may deviate from the PUD, including but not limited to increasing the number of Lots approved in the PUD, provided that such deviation is approved by the City of McCall and any other regulatory entity with jurisdiction.

(b) Until the Conversion Date, the Declarant may designate and transfer ownership of sites within Eagle Lake Subdivision for fire, police, utility facilities, public schools and parks, and other public facilities. The sites may include Open Spaces.

(c) Declarant or Declarant's assigns may add or annex any real property pursuant to the terms of Article 10. Such annexation(s) and associated Supplemental Declaration(s) may alter the rights and responsibilities of the Association and Owners in the following ways:

(i) Additional owners may be added to the Association, thereby diluting the relative effect of an Owner's vote;

(ii) Additional Open Spaces and amenities may be created and may be either conveyed, leased or made available to the Association, in which case the Association may incur expenses related to upkeep, improvement and/or maintenance; and,

(iii) The Association may incur other expenses as a result of such annexation.

(d) Until the Conversion Date, Declarant, or Declarant's designee or permittee shall have the right to store construction materials and maintain construction offices within Open Spaces; and, shall have the right to locate and operate sales offices within Open Spaces and on unsold properties.

(e) Until the Conversion Date, Declarant shall have the right to extend roads and rights of way through Eagle Lake Subdivision to other property, as provided at Section 9.4.

(f) Until the Conversion Date, Declarant or Declarant's designee shall have the right to install utilities and utility related equipment and fixtures within any Open Space, and to grant easements for the maintenance and repair of the same.

11.3 Successor Declarant: For purposes of the rights, reservations and easements reserved and created in favor of Declarant herein, Declarant shall have the option of notifying the Association in writing of an assignee or successor who will hold and exercise Declarant's aforesaid rights and whom the Association shall notify as required by this Declaration, the successor or assignee must own at least one Lot in Eagle Lake Subdivision. The special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other Persons in whole or in part, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the Bylaws. Absent such transfer, Patrick Hill shall retain the Declarant rights described herein until the Conversion Date.

11.4 Future Development: Each purchaser of a Lot in Eagle Lake Subdivision and their heirs and assigns, acknowledges that, as provided in Section 11.2, Declarant or Declarant's successors intend to fully develop Eagle Lake Subdivision, and may develop real property which adjoins Eagle Lake Subdivision. Such development may involve any uses or densities allowed by the PUD, as modified. All Owners consent to such future development and waive any claim that such development is incompatible with or otherwise diminishes the value of Eagle Lake Subdivision or any Lot therein, or that any views enjoyed by any Lot are a property right thereof.

11.5 Exemption Of Declarant: Nothing contained herein shall limit the right of Declarant to excavate, grade and construct improvements to and on any portion of Eagle Lake Subdivision owned by Declarant, in furtherance of the terms of the PUD and other applicable Permits. Declarant need not seek or obtain Board or DRC approval of any such improvements constructed or placed by Declarant on any portion of Eagle Lake Subdivision owned by Declarant or an affiliate of Declarant. The rights of Declarant hereunder may be assigned by

Declarant to any successor in interest in connection with Declarant's interest in any portion of Eagle Lake Subdivision by an express written assignment.

11.6 Exclusive Rights To Use Name Of Development: No person shall use the name “Eagle Lake PUD” or “Eagle Lake Subdivision” or any derivative of such name or in logo or depiction in any printed or promotional material without Declarant’s prior written consent. However, Owners may use the name “Eagle Lake PUD” or “Eagle Lake Subdivision” in printed or promotional matter where such term is used solely to specify that the particular property is located within Eagle Lake PUD and the Association shall be entitled to use the words “Eagle Lake PUD” or “Eagle Lake Subdivision” in its name.

11.7 Declarant’s Approval: None of the rights, reservations, or easements granted to or reserved by Declarant herein may ever be modified or amended without the prior written consent of Declarant or Declarant’s successor, which consent may be withheld by Declarant for any reason whatsoever. Additionally, until the Conversion Date, the Association shall not, without first obtaining the prior written consent of the Declarant, which consent shall not be unreasonably withheld: make any amendment or repeal of any other provision of this Declaration (i.e. a provision not involving any of the rights, reservations or easements granted to or reserved by Declarant); make any amendment to any other Association Documents; make any amendment to the Development and Design Guidelines; make any new declaration or guidelines or similar instrument; or promulgate, change or repeal any rules of the Association. Any attempt to do so without such consent shall result in such instrument being void and of no force and effect unless subsequently approved in writing by the Declarant. Declarant may extinguish any of the aforesaid rights by giving written notice thereof to the Association.

11.8 Rights To Storm Water Runoff And Water Conservation And Reclamation Programs: The Declarant hereby reserves for itself and its designees all rights to ground water, surface water, and storm water runoff within Eagle Lake Subdivision and each Owner agrees, by acceptance of a deed to a Lot, that the Declarant shall retain all such rights, except as otherwise provided in this Section 11.8. No Person other than the Declarant and its designees shall claim, capture or collect rainwater, ground water, surface water or storm water runoff within Eagle Lake Subdivision without prior written permission of the Declarant or its designee. The Declarant or its designee may establish programs for reclamation of storm water runoff and wastewater for appropriate uses within or outside Eagle Lake Subdivision and may require Owners and occupants of Lots to participate in such programs to the extent reasonably practical. No owner or occupant of a Lot shall have any right to be compensated for water claimed or reclaimed from Lots. The Board shall also have the right to establish restrictions on or prohibit outside use of potable water within Eagle Lake Subdivision.

ARTICLE 12. Roads

All streets, roads and drives within the PUD shall be private unless dedicated to the City of McCall or other governmental entity, in whole or in part, by a written declaration by Declarant and accepted by the City of McCall or other governmental entity. Neither the City of McCall nor any other governmental entity shall have responsibility for the maintenance, repair or upkeep of any of such roads unless, and to the extent, such responsibility is accepted in writing in whole or in part by the City of McCall or other governmental entity. Declarant shall complete the construction of such roads to the standards depicted in the documents submitted to and approved by the City of McCall. The said roads shall be transferred by Declarant to the Association after completion. Thereafter, the Association shall be solely responsible for the maintenance, repair and upkeep of such roads, which shall be part of its Property Maintenance Function. All such roads shall be dedicated to the use of the Association, the Owners, their guests and invitees. Declarant shall reserve rights in such roads, as part of the conveyance, and as necessary to implement the PUD, and as are provided for hereinabove.

ARTICLE 13. Sewer and Water

13.1 Sewer System: Phase 1 of Eagle Lake Subdivision will be serviced by the City of McCall sewer system. Other phases of Eagle Lake Subdivision shall be approved for sewer through the City of McCall sewer system, or through the utilization of individual drain fields and septic tanks, as may be approved by the City of McCall.

13.2 Water System: Eagle Lake Subdivision will be serviced by the City of McCall water system. All Owners are required to utilize such system, to the exclusion of any other possible water source for domestic as well as irrigation water.

13.3 Water Rights: Declarant shall maintain all right, title and interest in and to any and all water rights associated with the Eagle Lake Subdivision Property, unless transferred in writing by Declarant, including but not limited to all surface water rights.

ARTICLE 14. Rio Vista Pond and Dam

Rio Vista Pond, and the Rio Vista Pond Dam, are located adjacent to Eagle Lake Subdivision. Members of the Rio Vista Property Owners' Association ("Rio Vista POA") have the sole right of use of Rio Vista Pond. Owners in Eagle Lake Subdivision do not have a right of use of Rio Vista Pond, other than those Owners whose Lot is adjacent to Rio Vista Pond, unless the membership in Rio Vista POA is expanded to such Owners in the discretion of the Declarant. All Owners shall take title to their property with the knowledge that Rio Vista Pond is owned by the Rio Vista POA, and waive any claims against Declarant with regard to the Rio Vista POA's regulation of such property, and any uses occurring on the Rio Vista Pond. Additionally, the Rio Vista POA is required to maintain the Rio Vista Pond Dam. All Owners waive any and all claims against Declarant which are in any way related to the Rio Vista Pond Dam, including but not limited to repair and maintenance thereof.

ARTICLE 15. Certain Rights Of Declarant, Owners And Lessees

15.1 Reserved Rights with Respect to Property Furnished by Declarant: Whether or not expressed at the time, all Property Furnished by Declarant shall be deemed accepted by the Association and shall at all times remain subject to: existing or future easements for utilities, including gas, electricity, water, sewer, telephone, television or other utility services, and for intercommunication, alarm or other similar systems; existing easements for parking purposes; and, easements as provided in Section 15.3.

15.2 No Sale or Abandonment of Property Furnished by Declarant: No Property Furnished by Declarant may be sold, conveyed, encumbered, leased, transferred, abandoned or otherwise disposed of without the prior written consent of Declarant. No improvements which may be included in Property Furnished by Declarant may be destroyed, permitted to deteriorate or waste, or disposed of by the Association without the prior written consent of Declarant.

15.3 Easements of Owners with Respect to Association Facilities: Each Owner, Owner's Lessees, Subowners and Guests shall have a non-exclusive easement over, upon, across and with respect to any Association Facilities as appropriate and necessary for: access, ingress and egress to the Lot of such Owner, Lessee, Subowner or Guest; encroachment by improvements caused by the settling, rising or shifting of earth; and horizontal and lateral support of improvements; subject, however, in the case of easements for access, ingress and egress, to such reasonable and uniformly applied rules and regulations as the Association may impose to assure reasonable use and enjoyment of Association Facilities by all persons entitled to such use and enjoyment.

15.4 Owner's Enjoyment of Functions and Association Facilities: Each Owner, Lessee, Subowner and Guest shall be entitled to use and enjoy any Association Facilities suitable for general use or the services provided by any Functions, subject to such reasonable rules and regulations which the Association may adopt and subject to such reasonable and uniformly applied charges which the Association may impose to offset costs and expenses, depreciation and capital expenses, subject to the provisions of this Declaration and subject to the following specific limitations. Such rules and regulations and charges may differentiate between different categories of Owners, Lessees, Subowners or Guests as established by the Board from time to time; however, the rules, regulations and charges must be uniformly applied within such categories. There shall be no obstruction of any Association Facilities nor shall anything be stored in or on any part of any Association Facilities without the prior written consent of the Association. Nothing shall be altered on, constructed in or removed from any Association Facilities except with the prior written consent of the Association. Nothing shall be done or kept on or in any Association Facilities which would result in the cancellation of the insurance or any part thereof which the Association is required to maintain pursuant hereto or increase the rate of the insurance or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on or in such Association Facilities which would be in violation of any statute, rule, ordinance, regulation, permit or other requirement of any governmental body. No damage to, or waste of Association Facilities shall be committed, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by such Owner or such Owner's Lessees, Subowners or Guests. No noxious, destructive or offensive activity shall be carried on with respect to any Association Facilities nor shall anything be done therein or thereon which may be or become a nuisance to any other Owner or to any Lessee, Subowner or Guest.

15.5 Owner's Rights and Obligations Appurtenant: All rights, easements and obligations of an Owner under this Declaration and all rights of an Owner with respect to membership in the Association under this Declaration are hereby declared to be and shall be appurtenant to the title to the Lot owned by such Owner and may not, except as provided in Section 15.6 herein and Section ____ of the Bylaws, be transferred, conveyed, devised, bequeathed, encumbered or otherwise disposed of separate or apart from fee simple title to such Owner's Lot. Every transfer, conveyance, grant, devise, bequest, encumbrance or other disposition of a Lot shall be deemed to constitute a conveyance, grant, devise, bequest, encumbrance or transfer or disposition of such rights and obligations.

15.6 Assignment of Rights or Obligations to a Subowner: An Owner may assign or delegate to a Subowner all (but not less than all) of his rights under this Declaration as an owner or as a member of the Association and may enter into an arrangement with such Subowner under which the subowner shall agree to assume all of such Owner's obligations hereunder as an Owner or member of the Association. The Association shall recognize any such assignment or delegation of rights or arrangements for assumption of obligations, provided that, to be effective with respect to the Association, Declarant or any other Owner, the assignment or delegation of rights or arrangement for assumption of obligations shall be in writing, shall be in terms deemed satisfactorily specific by the Association, and a copy thereof shall be filed with and approved by the Association. Notwithstanding the foregoing, no Owner shall be permitted to relieve himself of the ultimate responsibility for fulfillment of all obligations hereunder of an Owner arising during the period he is an Owner.

ARTICLE 16. Miscellaneous

16.1 Duration of Declaration: This Declaration shall run with and bind all property within Eagle Lake Subdivision, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of 50 years from the date this Declaration is recorded. After such time, this Declaration shall be automatically extended for successive periods of 10 years, unless an instrument in writing, signed by the Declarant, and the Association, upon the affirmative vote of said Class B Member, and 90% of the Class A Members, is recorded, agreeing to terminate this Declaration, in which case this Declaration shall be terminated as specified therein.

16.2 Amendment:

(a) **By the Board:** Except as limited or committed to action by the members, either by the Articles, the Bylaws, or this Declaration, the Board shall have the power to amend the Declaration at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is represented. However, if the members shall amend any portion of the Declaration, the directors shall not thereafter amend the same in such manner as to defeat or impair the object of the members in taking such action. Any amendment to the Declaration approved by the Board shall have no material adverse effect upon any right of any Owner or member.

(b) **By Owners:** This Declaration may also be amended upon the Affirmative Vote of a Majority of the Classes, by the recording of a written instrument or instruments specifying the amendment or the repeal.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) **Validity and Effective Date of Amendments:** Amendments to this Declaration shall become effective upon recordation in the land records of Valley County, Idaho, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

If an Owner consents to any amendment to any of the Association Documents, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment shall be contrary to the terms or conditions of any valid City, County, State, or Federal Permit applicable to the PUD; nor, shall any Amendment divest any Owner of any material and substantial vested property rights.

No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

16.3 Effect of Provisions of Declaration: Each provision of this Declaration and the Bylaws, and an agreement, promise, covenant and undertaking to comply with each provision of this Declaration and the Bylaws, and any necessary exception or reservation or grant of title, estate, right or interest to effectuate any provision of this Declaration and the Bylaws: (a) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any real property within Eagle Lake Subdivision is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; (b) shall, by virtue of acceptance of any right, title or interest in any real property within Eagle Lake Subdivision by an Owner or the Association, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner or the Association, as the case may be, (c) shall, as a personal covenant, be binding on such Owner or the Association and such Owner's or the Association's respective heirs, personal representatives, successors and assigns; (d) shall, as a personal covenant of an Owner, be deemed a personal covenant to, with and for the benefit of Declarant and to, with and for the benefit of the Association but not to, with or for the benefit of any other Owner; shall, if a personal covenant of the Association, be deemed a personal covenant to, with and for the benefit of Declarant and to, with and for the benefit of each Owner; (f) shall be deemed a real covenant by Declarant, for itself, its successors and assigns, and also an equitable servitude, running, in each case, as a burden with and upon the title to each parcel of real property within Eagle Lake Subdivision; (g) shall, as a real covenant and also as an equitable servitude, be deemed a covenant and servitude for the benefit of any real property now or hereafter owned by Declarant within Eagle Lake Subdivision and for the benefit of any and all other real property within Eagle Lake Subdivision; and (h) shall be deemed a covenant, obligation and restriction secured by a lien, binding, burdening and encumbering the title to each parcel of real property within Eagle Lake Subdivision which lien with respect to any Lot shall be deemed a lien in favor of Declarant and the Association, jointly and severally, and, with respect to any real property owned by the Association, shall be deemed a lien in favor of Declarant.

16.4 Enforcement and Remedies:

(a) **In General:** Each provision of this Declaration with respect to the Association or property of the Association shall be enforceable by Declarant, or by any Owner who has made written demand on the Association to enforce such provision and 30 days have lapsed without appropriate action having been taken, by a proceeding for a prohibitive or mandatory injunction. In addition to any other remedy available at law or in any of the Association Documents, each provision of this Declaration with respect to an Owner or property of an Owner shall be enforceable by Declarant or the Association by a proceeding for a prohibitive or mandatory injunction and/or by a suit or action to recover damages, and/or, in the discretion of the Association, for so long as any Owner fails to comply with any such provisions, by exclusion of such Owner and such Owner's Lessees, Subowners and Guests from use of any Facility and from enjoyment of any Function. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees and injunction bond premiums.

(b) **Fines:** In addition to the provisions of Section 16.4(a), the Board shall be entitled to impose fines and penalties for violations of this Declaration in amounts to be provided in the Design and Development Guidelines and/or Rules and Regulations. Fines and penalties may be assessed only against a Member of the Association, and only if the violator is the Member or a member of the Member's family or a guest, invitee, lessee, contractor, subcontractor, employee or agent of the Member. Fines and penalties may be increased in the case of a continuing violation, where the Member has failed to abate the violation within the time allowed therefore by the Board in written notice to the Member. In the case of a single incident, the fine or penalty may not be assessed unless the Member has received at least one prior written notice from the Board that the violation may subject the Member to fine(s). Fines and penalties imposed pursuant to this Section may be collected as an assessment as provided in the Bylaws and this Declaration. Non-payment of assessments shall not subject a Member to fines; rather, the remedy therefore shall be as provided in the Bylaws and as may otherwise be provided in this Declaration.

16.5 Protection of Encumbrancer: No violation or breach of, or failure to comply with, any provision of this Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any mortgage, deed of trust or other lien on any property taken in good faith and for value and perfected by recording in the office of the Recorder of Valley County, Idaho, prior to the time of recording in said office of an instrument describing such property and listing the name or names of the Owner or Owners of fee simple title to the property and giving notice of such violation, breach or failure to comply, nor shall such violation, breach, failure to comply or action to enforce affect, defeat, render invalid or impair the title or interest of the holder of any such

mortgage, deed of trust, or other lien or title or interest acquired by any purchaser upon foreclosure of any such mortgage, deed of trust or other lien or result in any liability, personal or otherwise, of any such holder or purchaser. Any such purchaser upon foreclosure shall, however, take subject to this Declaration with the exception that violations or breaches of, or failures to comply with, any provisions of this Declaration which occurred prior to the vesting of fee simple title in such purchaser shall not be deemed breaches or violations hereof or failures to comply herewith with respect to such purchaser, his heirs, personal representatives, successors or assigns.

16.6 Perpetuities: The covenants, conditions, restrictions, and other provisions of this Declaration and any other Association Document shall continue in full force and effect until the death of the last survivor of the now living grandchildren of Robert F. Kennedy, the former Attorney General of the United States of America, plus twenty-one years, unless this Declaration is sooner terminated pursuant to Section 16.1 above.

16.7 Limited Liability: Neither Declarant, the Association, the DRC, the Board nor any member, agent or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

16.8 Successors and Assigns: Except as otherwise provided herein, this Declaration shall be binding upon and shall inure to the benefit of Declarant, the Association, and each Owner and their respective heirs, personal representatives, successors and assigns.

16.9 Severability: Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

16.10 Captions: The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

16.11 Construction: When necessary for proper construction, the masculine of any word used in this Declaration shall include the feminine or neuter gender, and the singular the plural, and vice versa.

16.12 No Waiver: Failure to enforce any provisions of the Association Documents shall not operate as a waiver of any such provision or of any other provision of the Association Documents.

16.13 Notice Of Sale Or Transfer Of Title: Any Owner desiring to sell or otherwise transfer title to his or her Lot shall give the Association at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Association may reasonably require.

IN WITNESS WHEREOF Declarant has executed this Declaration the day and year first above written.

PATRICK HILL

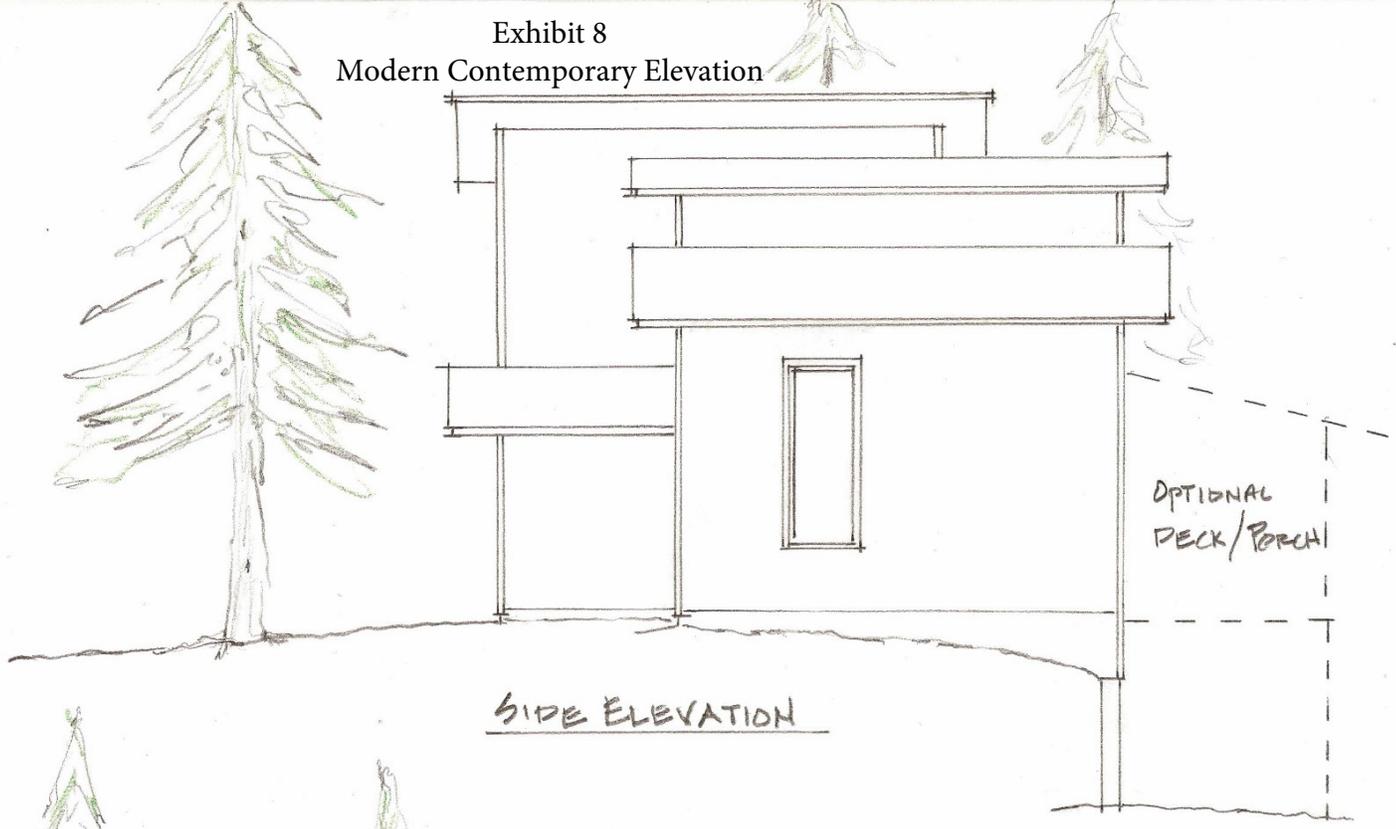
STATE OF IDAHO,)
) ss.
County of Valley.)

On this _____ day of _____, 20____, before me, a Notary Public in and for said State, personally appeared **PATRICK HILL**, known 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.

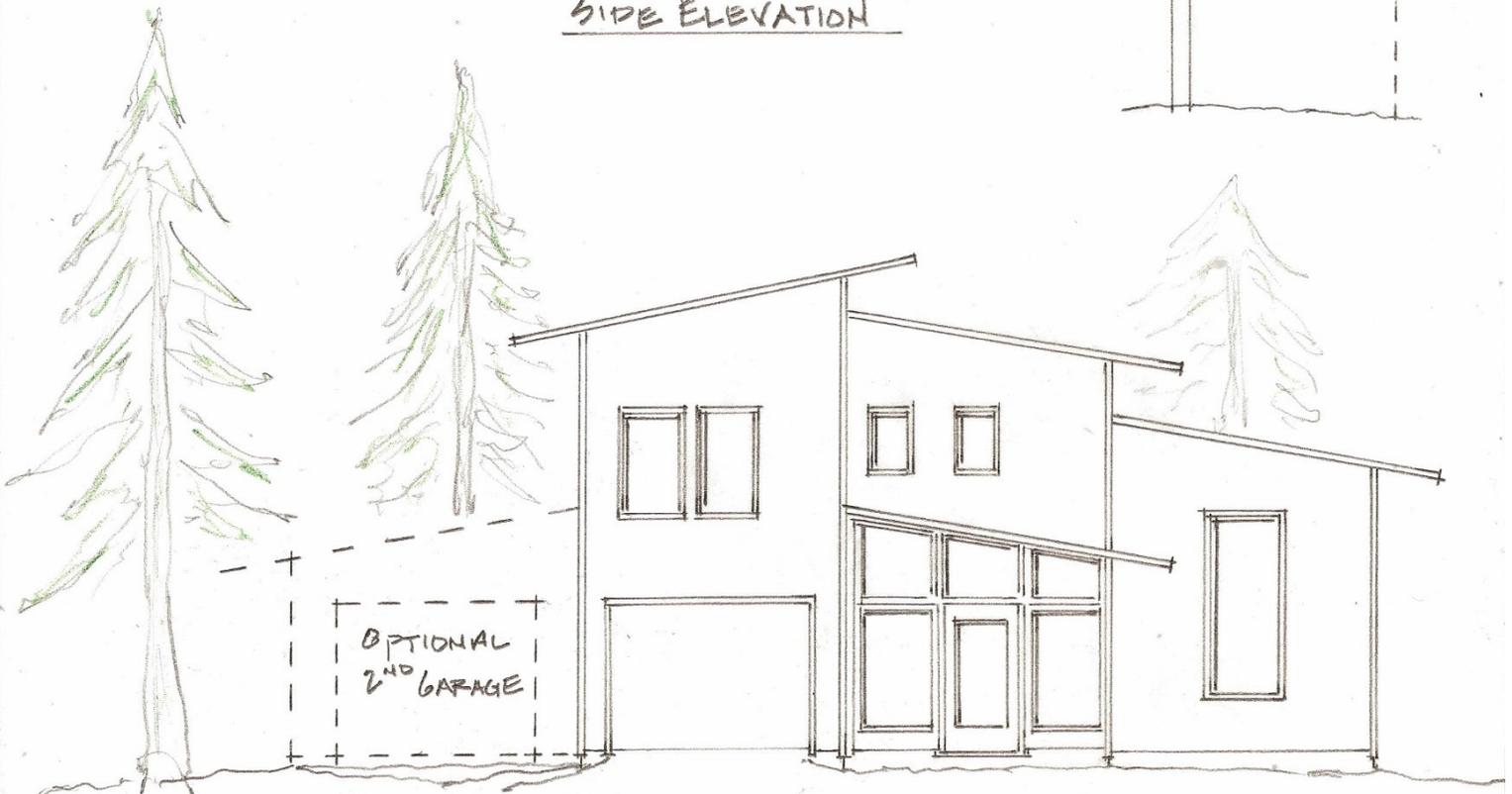
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residing at: _____
My Commission Expires: _____

Exhibit 8
Modern Contemporary Elevation



SIDE ELEVATION



FRONT ELEVATION

Exhibit 8 Cabin Model

PRELIMINARY
NOT FOR CONSTRUCTION



FRONT ELEVATION 1/4" = 1'-0"



REAR ELEVATION 1/4" = 1'-0"



LEFT ELEVATION 1/4" = 1'-0"



RIGHT ELEVATION 1/4" = 1'-0"

| PAGE | SHEET INDEX |
|------|------------------------|
| A1 | TITLE |
| A2 | SITE PLAN |
| A3 | FLOOR PLAN - 1ST LEVEL |
| A4 | FLOOR PLAN - 2ND LEVEL |
| A5 | FLOOR PLAN - BASEMENT |
| A6 | ELEVATIONS |
| A7 | ROOF LAYOUT - OVERVIEW |

PRELIMINARY
NOT FOR CONSTRUCTION

| | | | | | |
|--|--|--------------------|--|-----------------------|---|
| PROJECT NO. 16-013 | 5 BEDROOM 3 BATH 2-STORY UNFINISHED BASEMENT FOR HILL MCCALL ID | SCALE: SEE PLAN | INITIAL DATE: 10/20/2016 PRINT DATE: 8/6/2016 | PREPARED BY: Steve | <p>ELEVATIONS</p> <p>A5</p> |
| <p>CONTRACTOR TO VERIFY ALL DETAILS, DIMENSIONS, AND SPECIFICATIONS PRIOR TO CONSTRUCTION, AND REPORT ANY DISCREPANCIES AND/OR ERRORS TO SMC DESIGN. THE PURCHASER OR BUILDER OF THIS PLAN RELEASES SMC DESIGN FROM ANY CLAIMS, LITIGATIONS OR SUITS THAT MAY ARISE DURING CONSTRUCTION OR ANYTIME THEREAFTER.</p> | | | | | |



First American Title

Schedule A

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011400-589029-MC

**First American Title Company
616 North 3rd Street Suite 101
McCall, ID 83638**

File No.: **589029-MC**
Address Reference: **TBD Rio Vista Boulevard
McCall, ID 83638**
Amount of Insurance:
Date of Policy: **May 26, 2016 at 10:41 A.M.**

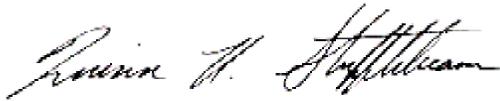
1. Name of Insured:
Patrick S. Hill
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
Patrick S. Hill, an unmarried man
4. The Land referred to in this policy is described as follows:

A parcel of land situated in the SE¹/₄SW¹/₄ and SW¹/₄SE¹/₄ of Section 8, and the NE¹/₄NW¹/₄ and NW¹/₄NE¹/₄ of Section 17, Township 18 North, Range 3 E.B.M., Valley County, Idaho, more particularly described as follows:

Commencing at a 1/2" rebar marking the Southeast corner of Lot 36, Rio Vista Subdivision No. 2 as shown on the official plat thereof on file in the Office of the Recorder of Valley County, Idaho, in Book 3 on Page 27 of Plats, the Real Point of Beginning.

**thence N. 86°52'59" E. 60.08 feet along the southerly line of a platted road;
thence N. 5°58'48" W. 113.46 feet along the easterly line of said platted road;
thence 29.30 feet along a curve to the right whose radius is 20.00 feet and delta angle is 83°55'54" to the southerly right-of-way of Rio Vista Boulevard;
thence continuing along the southerly and westerly right-of-way of Rio Vista Boulevard 71.81 feet along a curve to the left whose radius is 330.00 feet and delta angle is 12°28'06", N. 65°29'00" E. 67.50 feet;
thence 116.54 feet along curve to the left whose radius is 330.00 feet and delta angle is 20°14'00", N. 45°15'00" E. 23.92 feet;
thence 122.03 feet along a curve to the right whose radius is 120.00 feet and delta angle is 58°16'00", S. 76°29'00" E. 251.38 feet;
thence 29.06 feet along a curve to the left whose radius is 180.00 feet and delta**

angle is 9°15'00", S. 85°44'00" E. 230.03 feet;
thence 150.82 feet along curve to the right whose radius is 80.00 feet and delta angle is 108°01'00", S. 22°17'00" W. 217.53 feet;
thence 57.57 feet along a curve to the right whose radius is 270.00 feet and delta angle is 12°13'00", S. 34°30'00" W. 111.57 feet;
thence 55.45 feet along a curve to the right whose radius is 270.00 feet and delta angle is 11°46'00", S. 46°16'00" W. 136.50 feet;
thence 254.10 feet along a curve to the left whose radius is 218.08 feet and delta angle is 66°45'30", S. 20°29'30" E. 121.18 feet to the northernmost corner of the Lot 3, Block 3, Rio Vista Subdivision No. 4, as shown on the official plat thereof on file in the Office of the Recorder of Valley County, Idaho, in Book 4 on Page 50 of Plats;
thence S. 53°13'00" W. 153.36 feet to the westernmost corner of said Lot 3;
thence N. 43°13'42" W. 68.62 feet to the Northwest corner of Lot 1, said Block 3;
thence N. 82°32'02" W. 50.00 feet along the northerly boundary of Lot 15, Rio Vista Subdivision No. 5 as shown on the official plat thereof on file in the Office of the Recorder of Valley County Idaho in Book 7, on Page 29 of Plats;
thence along the Easterly and Northerly boundary of Rio Vista Lake N. 6°35'00" E. 568.82 feet;
thence N. 80°15'00" W. 151.95 feet;
thence S. 85°46'23" W. 145.00 feet;
thence N. 88°38'19" W. 35.89 feet;
thence N. 58°37'00" W. 81.00 feet;
thence N. 67°34'00" W. 65.70 feet;
thence N. 75°23'00" W. 64.50 feet;
thence N. 4°17'04" E. 86.86 feet to the Point of Beginning.
(AKA Tax #221)



By:

Authorized Countersignature
(This Schedule A valid only when Schedule B is attached.)

| | |
|--|---|
|  <h1>Schedule B</h1> | <p>Owner's Policy of Title Insurance</p> <p>ISSUED BY</p> <p>First American Title Insurance Company</p> <p>POLICY NUMBER</p> <p>5011400-589029-MC</p> |
|--|---|

File No. 589029-MC

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or rights to a lien, for services, labor or materials theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2016 taxes are an accruing lien, not yet payable.
8. Provisions in deed to David G. Hanson and Alma M. Hanson, recorded January 3, 1992, as Instrument No. 185094.
9. Deed of Trust dated May 19, 2016, to secure an original indebtedness of \$185,000.00, and any other amounts and/or obligations secured thereby.
Recorded: May 26, 2016, as Instrument No. 398350
Grantor: Patrick S. Hill, an unmarried man
Trustee: First American Title Company
Beneficiary: Ernest E. Johnston and Barbara A. Johnston, husband and wife

Instrument # 388348

VALLEY COUNTY, CASCADE, IDAHO
 8-28-2016 10:38:31 AM No. of Pages: 3
 Recorded for : KAREN THURSTON
 DOUGLAS A. MILLER Fee: 15.00
 Ex-Officio Recorder Deputy *K. Thurston*
 Index to: DEEDS

RECORDING REQUESTED BY
 First American Title Company

AND WHEN RECORDED MAIL TO:
 First American Title Company
 616 North 3rd Street Suite 101
 McCall, ID 83638

Space Above This Line for Recorder's Use Only

WARRANTY DEEDFile No.: **589029-MC (kt)**Date: **April 28, 2016**

For Value Received, **Johnston Family McCall, LLC**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Patrick S. Hill, an unmarried man**, hereinafter called the Grantee, whose current address is **309 E. Lake Street Suite #3, McCall, ID 83638**, the following described premises, situated in **Valley County, Idaho**, to-wit:

A parcel of land situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 17, Township 18 North, Range 3 E.B.M., Valley County, Idaho, more particularly described as follows:

Commencing at a $\frac{1}{2}$ " rebar marking the Southeast corner of Lot 36, Rio Vista Subdivision No. 2 as shown on the official plat thereof on file in the Office of the Recorder of Valley County, Idaho, in Book 3 on Page 27 of Plats, the Real Point of Beginning.

thence N. 86°52'59" E. 60.08 feet along the southerly line of a platted road;

thence N. 5°58'48" W. 113.46 feet along the easterly line of said platted road;

thence 29.30 feet along a curve to the right whose radius is 20.00 feet and delta angle is 83°55'54" to the southerly right-of-way of Rio Vista Boulevard;

thence continuing along the southerly and westerly right-of-way of Rio Vista Boulevard 71.81 feet along a curve to the left whose radius is 330.00 feet and delta angle is 12°28'06", N. 65°29'00" E. 67.50 feet;

thence 116.54 feet along curve to the left whose radius is 330.00 feet and delta angle is 20°14'00", N. 45°15'00" E. 23.92 feet;

thence 122.03 feet along a curve to the right whose radius is 120.00 feet and delta angle is 58°16'00", S. 76°29'00" E. 251.38 feet;

thence 29.06 feet along a curve to the left whose radius is 180.00 feet and delta angle is 9°15'00", S. 85°44'00" E. 230.03 feet;

thence 150.82 feet along curve to the right whose radius is 80.00 feet and delta angle is 108°01'00", S. 22°17'00" W. 217.53 feet;

thence 57.57 feet along a curve to the right whose radius is 270.00 feet and delta angle is 12°13'00", S. 34°30'00" W. 111.57 feet;

thence 55.45 feet along a curve to the right whose radius is 270.00 feet and delta angle is 11°46'00", S. 46°16'00" W. 136.50 feet;

thence 254.10 feet along a curve to the left whose radius is 218.08 feet and delta angle is 66°45'30", S. 20°29'30" E. 121.18 feet to the northernmost corner of the Lot 3, Block 3, Rio Vista Subdivision No. 4, as shown on the official plat thereof on file in the Office of the Recorder of Valley County, Idaho, in Book 4 on Page 50 of Plats;

thence S. 53°13'00" W. 153.36 feet to the westernmost corner of said Lot 3;

thence N. 43°13'42" W. 68.62 feet to the Northwest corner of Lot 1, said Block 3;

thence N. 82°32'02" W. 50.00 feet along the northerly boundary of Lot 15, Rio Vista Subdivision No. 5 as shown on the official plat thereof on file in the Office of the Recorder of Valley County Idaho in Book 7, on Page 29 of Plats;

thence along the Easterly and Northerly boundary of Rio Vista Lake N. 6°35'00" E. 568.82 feet;

thence N. 80°15'00" W. 151.95 feet;

**thence S. 85°46'23" W. 145.00 feet;
thence N. 88°38'19" W. 35.89 feet;
thence N. 58°37'00" W. 81.00 feet;
thence N. 67°34'00" W. 65.70 feet;
thence N. 75°23'00" W. 64.50 feet;
thence N. 4°17'04" E. 86.86 feet to the Point of Beginning.
(AKA Tax #221)**

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

McCall Acreage, Pt. of Gov't. Lot 7, Section 8, Pt. of Gov't. Lot 1, Section 17, T18N, R3E, B.M.,
City of McCall, Valley County, Idaho.

SR-17-11

1643 Ginney Way

Better Buy Design representing Todd Elson: Scenic Route application to construct a new single family residence with an attached garage totaling 2024 sq. ft. adjacent to Spring Mountain Blvd., a designated Scenic Route. The property is zoned R4 – Low Density Residential and is more particularly described as:

Lot 22, Block 1, Lick Creek Meadows Subdivision Phase 1, SE ¼, Section 3, T18N, R3E, BM, City of McCall, Valley County, Idaho.

Commissioner Tunnell made a motion to approve the Consent Agenda items. Commissioner Clements seconded the motion. All Commissioners voted aye and the motion carried.

4. OLD BUSINESS

5. NEW BUSINESS

PUD-17-01, SUB-17-02

414 Rio Vista Blvd. – Eagle Lake Subdivision

Millemann, Pittenger, and Pemberton LLP representing Pat Hill: Planned Unit Development General Plan and Subdivision Preliminary Plat applications for a new eight (8) unit Planned Unit Development, and a Preliminary Plat for Phase 1 to consist of five (5) units. The property is zoned R4 – Low Density residential and is more particularly described as:

Tax Parcel 221, Situate in Government Lots 8 and 9, Section 8, T18N, R3E, BM, City of McCall, Valley County, Idaho.

PUBLIC HEARING

Pat Hill, resident of 705 Brown Ave., presented the application for an eight (8) unit Planned Unit Development and Preliminary Plat for Phase 1 to consist of 5 lots and open space. Phase 2 as proposed will have three additional lots. A snow easement has been provided on Rio Vista Blvd. There is also an increased setback from 20 ft. to 30 ft. setback along Rio Vista Blvd. to help preserve the character of the neighborhood.

Amy Pemberton of Millemann, Pittenger, and Pemberton LLP, 706 N. 1st St., presented. A PUD is required because the subdivision is greater than 4 acres. An application for the same parcel came through Planning and Zoning several years ago that proposed 20+ units and current zoning would allow close to 30 lots; the eight lots being proposed are well below maximum density. The open space is greater than 20% of the Phase 1 acreage. Other amenities include a public fire pit and benches. Phase 2 will have additional amenities.

A footpath will connect the furthest parcel to the open space so that all parcels have access. Utilities will be connected to City water and sewer. The three parcels in Phase 2 will be allowed to have septic, however, if the applicant chooses to increase the density, sewer will be required.

Ms. James presented the staff report and the recommended conditions of approval. The Code encourages a connected street network and connected pathways rather than a dead-end street and

pathways that do not connect through the development. The general PUD plan remains valid for 7 years, at which point if a final plan has not been approved the application will need to come back through Planning and Zoning. The final plat needs to be recorded within 18 months. The Army Corps will need to verify the wetlands before recordation.

The public hearing was opened. No one was present to speak. The public hearing was closed.

Commissioner Tunnell made a motion to recommend the application for approval to City Council. Commissioner Clements seconded the motion. All Commissioners voted aye and the motion carried.

SUB-17-01 Final Plat and Development Agreement

Shore Lodge Cottages

Millemann, Pittenger, and Pemberton LLP representing Shore Lodge Whitetail LLC: A Subdivision Final Plat application for the Shore Lodge Cottages, totaling twenty-three (23) units, as well as a development agreement. The property is zoned CC – Community Commercial and R4 –Low Density Residential, and is more particularly described as:

Whitetail PUD Phase 1A, Block 4, Section 8, T18N, R3E, BM, City of McCall, Valley County, Idaho.

PUBLIC HEARING

Amy Pemberton of Millemann, Pittenger, and Pemberton LLP, 706 N. 1st St., and Dan Scott of Shore Lodge, 501 W. Lake St., presented the application for a final plat and development agreement. These units will be included in a rental pool for Whitetail members. Ms. Pemberton reviewed the preliminary conditions of approval. The US Army Corps is still working on final wetland delineation. The applicant plans to sell the lots before the utilities are all installed, hence the development agreement. Whitetail has an existing development agreement from earlier land use applications and did not want to have multiple pending development agreements so this is an amendment to the existing development agreement. There is another portion of Phase 1A that has a pending development agreement that the applicant would like to have extended to 2019.

Ms. James presented the staff report and the findings. The public hearing is due to the development agreement, not the final plat.

The public hearing was opened. No one was present to speak. The public hearing was closed.

Commissioner Thompson made a motion to recommend the application to City Council for approval. Commissioner Farnsworth seconded the motion. All Commissioners voted aye and the motion carried.

CUP-17-07, SUB-17-03 Minor Amendment

Jake's Landing – 601 Thompson Ave.

Robnett Properties McCall: Conditional Use Permit and Subdivision Minor Amendment applications to convert the existing Jake's Landing Condominiums to townhouse units, and to amend the plat to turn eight (8) undeveloped plated condo parcels into a single parcel. The property is zoned R8 – Medium Density Residential and is more particularly described as:

Jake's Landing Condominiums No. 1, Situate in the NW1/4, SE1/4, Section 9, T18N, R3E, BM, City of McCall, Valley County, Idaho.

PUBLIC HEARING

Daniel J. Dykstra, Jr.
44670 Country Club Drive
El Macero, CA 95618
(530) 758-2993/ (208) 634-2924
June 30, 2017

Delta James, City Planner
216 E. Park Street
McCall, Idaho 83638

Re: PUD-17-01, SUB-17-02, 414 Rio Vista Blvd. – Eagle Lake Subdivision

Dear Ms. James:

This letter is in response to the Notice of Public Hearing referenced above. My wife and I are trustees of a small trust located on Lot 42 of the original Rio Vista Subdivision, located at 379 Rio Vista Blvd. We offer the following comments for consideration by the City.

We have no interest in interfering with the investment backed expectations of the proposed Eagle Lake development. However, the prior history of the development of the Rio Vista subdivision causes us concern relative to the Eagle Lake proposal. More specifically, as you are aware, the Rio Vista subdivision contains a pond/reservoir. Shortly after the pond was filled, in the mid 1970's, numerous subdivision properties began to experience extreme seepage adjacent to and below the Rio Vista Reservoir. This increased seepage, which included the trust property for which we are the trustees, caused the steep slopes next to the River to become unstable and fail. At that time pursuant to a storage certificate, issued by the Department of Water Resources and subsequent corrective action and monitoring efforts also ordered by the Department, the matter was resolved. However, our concern is that the proposed Eagle Lake Subdivision could once again create the seepage problems as the underlying soil structure has not changed.

We note that the Eagle Lake development proposal involves installing sewer services for Phase I. However, to the extent that the development will introduce additional external watering occasioned by landscaping of the development, the existing hydraulic conditions are changed. Moreover, and in addition, we note that the proposed Phase II of the development would rely on septic systems, which obviously increases the potential for seepage. Accordingly while it is not possible at this time to determine whether the proposed modifications to the hydraulic regime will cause seepage, the probability exists. Therefore, we recommend that any approval of the proposed development by the City include both monitoring requirements and an appropriate bond to cover the costs of potential corrective action in the event the existing Rio Vista property owners again begin to experience seepage.

Thank you for this opportunity to comment on this matter. Although we will be in McCall on and off during the summer, should you have any questions or comments, the best way to contact us would be at the California address above.

Sincerely

A handwritten signature in black ink, appearing to read "Daniel J. Dykstra, Jr.", written in a cursive style.

Daniel J. Dykstra, Jr.

From: [AMY PEMBERTON](#)
To: [Delta James](#)
Cc: [Pat Hill](#); bschrage@crestline-eng.com; [Gregg Tankersley](#)
Subject: Eagle Lake PUD / Dykstra Seepage Questions
Date: Friday, July 07, 2017 12:08:53 PM
Attachments: [Shiplmage.jpg](#)
[Dykstra ltr to City Planner.pdf](#)

Delta,

I wanted to respond to the 6/30 letter from Mr. Dykstra. Please find attached a copy of Mr. Dykstra's letter for easy reference, as well as a sketch of the PUD in comparison to the Rio Vista dam.

Pat has asked Crestline Engineering to respond to the letter, which response is provided below. It does not appear that the project will have the effects that Mr. Dykstra is concerned with. We will forward a copy of this response to his address in California as requested in his letter.

The Rio Vista Property Owners Association is responsible for the dam and maintenance, which is monitored by the department of water resources. Pat also checked further into the seepage issue, and found the following:

1. Pat has confirmed that the seepage issues were addressed in 1981 (as Mr. Dykstra's letter states), and he has confirmed that water tables have been monitored since.
2. The Dam is inspected every 5 years. Last year it was inspected and passed.

If you have any additional questions about this, please call.

Thank you and best regards,
Amy

Amy Pemberton
Millemann, Pittenger & Pemberton LLP
208-634-7641

From: Brian Schrage [<mailto:bschrage@crestline-eng.com>]
Sent: Friday, July 7, 2017 9:20 AM
To: Pat Hill <mccallinfo@frontier.com>
Cc: Gregg Tankersley <gtankersley@crestline-eng.com>
Subject: Response to seepage question

Pat:

Per your request, we have reviewed the letter from Mr. Danial J. Dykstra, Jr. dated June 30, 2017 expressing his concern regarding potential subsurface hydraulic impacts from landscape watering and possible septic system drainfields having the potential to cause surface instability along the steep slopes near the river.

After reviewing the topography with in the area of the Eagle Lake P.U.D., and the location of Mr.

Dykstra's property, we note that there is a topographical high point of 5032 feet on Rio Vista Blvd. approximately 100 feet north/northeast of Mr. Dykstra's northern property boundary. This location is part of a topographical break extending roughly in a southeast to northwest direction and just to the north of the northern shore of Rio Vista Pond. Areas to the north of this topographical break slope to the north/northeast and areas to the south slope to the south/southwest.

When performing groundwater analysis, it is recognized that, barring any unusual subsurface geologic features, groundwater is assumed to generally follow the topography of the ground surface. This would indicate that except for small sections of Lots 1-4 and a very small section of Lot 8, surface and groundwater flows for the development are to the north and northeast toward the North Fork of the Payette River and opposite of the direction to Mr. Dykstra's and adjacent properties. This is further evidenced by the locations of drainage culverts under Rio Vista Blvd. along the project's northern property boundary at the intersections of Rio Vista Blvd. and Chula Road as well as Rio Vista Blvd. and Cammy Drive providing drainage to the north and northeast. A stormwater management plan has been prepared for this property consistent with the City of McCall Drainage Management Guidelines, which include measures to prevent stormwater impacts to adjacent properties.

In addition, it is our understanding that although some landscaping may be conducted along the pond overflow below the dam, no deep excavations are planned which could impact existing groundwater seepage or groundwater levels below the dam.

Therefore, in the absence of additional or contradicting data, we feel that the potential from groundwater related to the development area causing impacts to Mr. Dykstra's or other nearby properties sufficient to cause surface instability is remote. Additionally, relatively minor discharges to groundwater from lawn irrigation and/or septic drainfields in the Phase II development area would be unlikely to cause measurable differences in groundwater levels sufficient to identify separately from naturally occurring groundwater level variations. Thus groundwater level monitoring as suggested by Mr. Dykstra is unlikely to provide useful quantitative data.

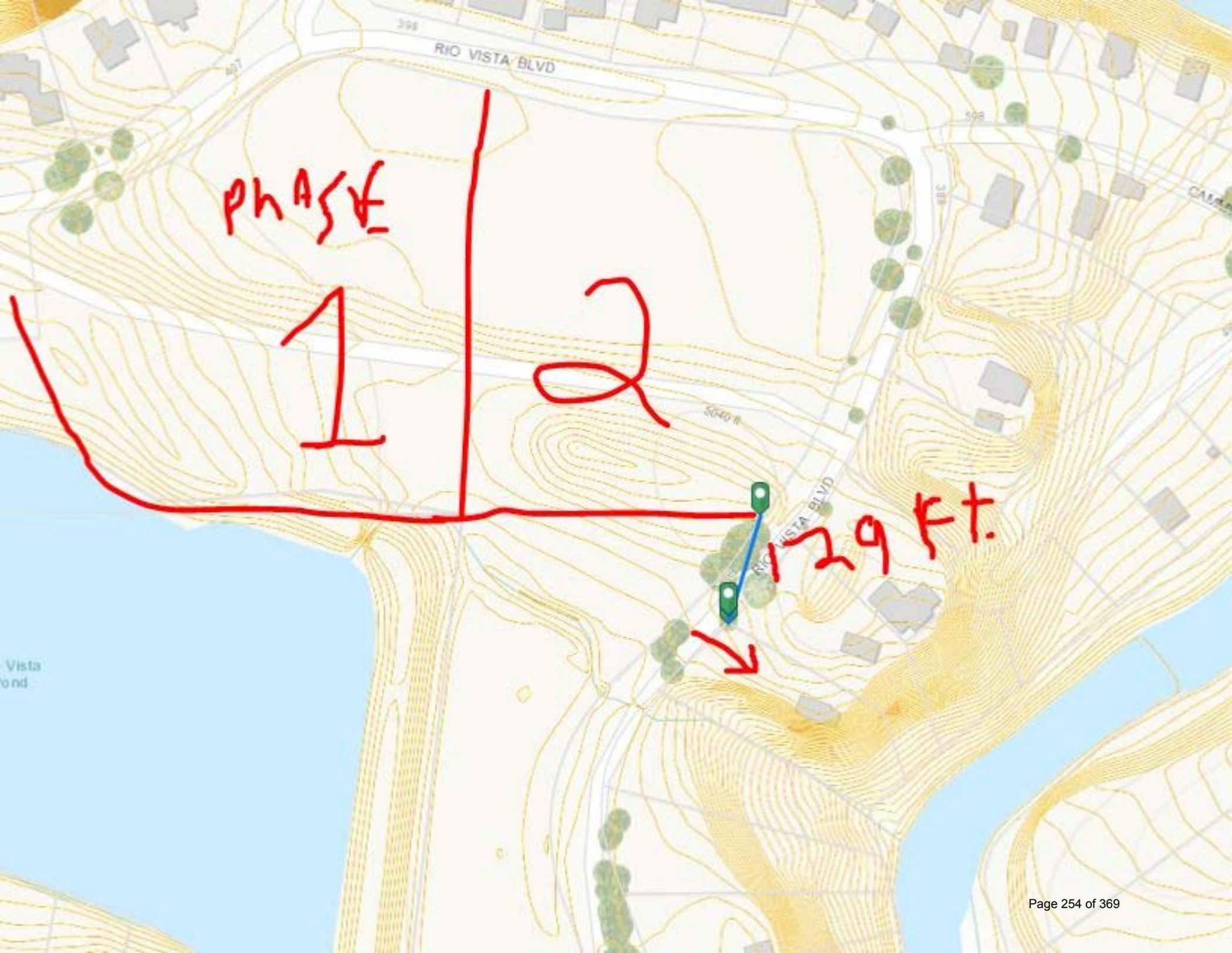
Should you have additional questions, or require further assistance, please let us know.

Regards,
Brian J. Schrage, P.E.

Brian J. Schrage, P.E. | Senior Project Engineer

Crestline Engineers, Inc.

323 Deinhard Lane, Suite C
PO Box 2330 | McCall, Idaho 83638
T 208.634.4140 | C 208.315.1122 | F 208.634.4146
www.crestline-eng.com



PHASE

1

2

179 Ft.

Daniel J. Dykstra, Jr.
44670 Country Club Drive
El Macero, CA 95618
(530) 758-2993 / (208) 634-2924

August 7, 2017

Delta James, City Planner
216 E. Park Street
McCall, Idaho

Re: PUD-17-01, SUB-17-02

Dear Ms. James:

This letter is a follow up letter to the one my wife and I sent on June 30, 2017. We very much appreciate the consideration of the concerns expressed in that letter furnished by your staff. We also appreciate the information furnished to us by Mr. Hill's attorneys. Nevertheless, our concern remains that the development of both phases of the Eagle Lake project may again cause excessive seepage occasioned by the increase in ground water attributable to the project.

As I had referenced in my previous letter, various homes in the Rio Vista subdivision adjacent to the River, experienced excessive seepage when the existing pond was filled. Although with the intercession of the State, those problems were resolved, the concern remains as the Eagle Lake project will introduce more water to the area.

In a letter we received from Mr. Hill's attorneys there is a copy of an e-mail from an engineering firm which suggests that ground water typically flows in the direction of the topography of the surface flows. In this case the majority of the topography of the Eagle Lake property does in fact slope away from our cabin at 379 Rio Vista. However, for the following reasons, this is unpersuasive. First, even if the engineer's opinion is correct, it still would not resolve concerns with respect to the other homes located between Rio Vista Boulevard and the River. Second, in seeking an informal opinion of the geo technical engineering specialists with whom I work, the opinion was that there is not necessarily a correlation between surface topography and sub-surface ground water flows. Finally, the southeast corner of Lot 4 of Phase 1 of the proposed project is directly adjacent to the existing pond outlet drainage creek. This creek flows through our property such that even if the project's engineers are correct, there is a proximate connection between the development topography and our property.

As we stated in our June 30th letter, we have no wish to adversely affect Mr. Hill's investment backed expectations. However, we do wish to avoid a situation similar to the Terra Navita development in Boise. Therefore, we again respectfully request that any approval of the Eagle Lake development include a requirement that the project be monitored for a specific period following buildout and a further condition that an appropriated performance bond be required for a specified duration in the event corrective action may be required.

Thank you for your consideration of this request. I have had the privilege of having been a vacationing summer resident of McCall for most of the past 65 years. I can think of no better place on earth. Thank you for all the work that you do.

Sincerely;

/S/

Daniel J. Dykstra, Jr.

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 17-198
Meeting Date September 14, 2017

AGENDA ITEM INFORMATION

| | | | | |
|--|-----|-----------------------------|-----------------|--------------------------------|
| SUBJECT: <i>Public Hearing (continued) and Request to Approve Resolution 17-16 to Adopt Airport Fee Schedule</i> | | <i>Department Approvals</i> | <i>Initials</i> | <i>Originator or Supporter</i> |
| | | Mayor / Council | | |
| | | City Manager | <i>AW</i> | |
| | | Clerk | | |
| | | Treasurer | | |
| | | Community Development | | |
| | | Police Department | | |
| | | Public Works | | |
| | | Golf Course | | |
| COST IMPACT: | n/a | Parks and Recreation | | |
| FUNDING SOURCE: | n/a | Airport | <i>JAB</i> | Originator |
| | | Library | | |
| TIMELINE: | n/a | Information Systems | | |
| | | Grant Coordinator | | |

SUMMARY STATEMENT:

At the August 10, 2017 City Council meeting, a duly noticed Public Hearing occurred on Airport Fees and was continued to the September 14, 2017 meeting. Additional information, as requested, was provided to Council at a Work Session held August 25, 2017. The City complied with Idaho Code 63-1311A, by placing a Public Notice in the Star-News August 31, 2017 and September 7, 2017 announcing a public hearing on September 14, 2017 to consider changes to the Airport Fees.

Changes to the fee structure involve the hangar lease rate and air ambulance landing fees. A detailed description of the proposed changes is included in the attached Airport Fees Memo. An ordinance was approved at the June 29, 2017 Council Meeting authorizing the Airport to collect vehicle parking fees and fees for performing snow removal services on leased property. Details of these proposed fees are also included in the attached Airport Fees Memo.

The Airport Fees Memo, Resolution 17-16, and Minutes from Jan 26 and Mar 9 Council Meetings are attached.

RECOMMENDED ACTION:

Approve Resolution 17-16 adopting the McCall Airport fee schedule and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

| MEETING DATE | ACTION |
|---------------------|---|
| Jan 26, 2017 | AB 17-18 Airport Hangar Lease Rates Discussion |
| Mar 9, 2017 | AB 17-51 Airport Hangar Lease Rates Discussion #2 |
| June 29, 2017 | AB 17-128 Request to Approve Airport Fees Ordinance |
| Aug 10, 2017 | AB 17-166 Airport Fees Resolution |
| Aug 25, 2017 | Work Session Airport Fees |

Memo



To: City Council
From: Jay Scherer, Airport Manager
CC: BessieJo Wagner, Interim City Manager
Date: 9/5/17
Re: Airport Fees

At the Jan 26, 2017 City Council Meeting, the Airport Manager presented an Airport Advisory Committee (AAC) recommendation for a reduction in hangar lease rates. This recommendation was made following a Council requested study of reports commissioned from Mountain States Appraisal and Consulting Inc./Valbridge Property Advisors. The Mountain States recommended a blended rate of \$.30/sq ft. The AAC recommended a rate of \$.25/sq ft. Council requested additional data to continue the discussion.

The Airport Manager presented additional information at the March 9, 2017 meeting. Airport Staff were directed to provide additional information to Council on four topics as part of the initial lease rate discussion held at the January 26, 2017 Council meeting. Those four topics were:

1. What is the worst case financial scenario for lease reduction?
2. What is the hangar sales history and what are hangars currently selling for?
3. How do we accomplish what needs to be done with less money?
4. What is the staff recommended lease rate?

The worst case scenario for lease rates in 1 cent increments from \$.25-\$.35 was provided along with sales history and potential to offset cost by providing Snow Removal and Vehicular Parking for suggested additional revenue sources. The staff recommended a lease rate of \$.30 in consideration of upcoming capital expenditures. The Council consensus at that time was to move forward with the \$.30 rate which would require a code update to allow for additional fees and a public hearing to set those fees.

An ordinance was approved at the June 29, 2017 Council Meeting authorizing the Airport to collect vehicle parking fees and fees for performing snow removal services on leased property.

At the August 10, 2017 City Council Meeting the Airport Manager added the AAC recommended proposal to remove the exemption for air ambulance flights. Additional information was requested on air ambulance landing fees and the impact on the Airport budget caused by reduced hangar lease revenue.

A Work Session was held on August 25, 2017 to provide additional data and background to Council to answer questions regarding the history, fee determination, and comparable airport information.

In the proposed structure, the hangar lease rate would be reduced from \$.35 to \$.30 per square foot covered and uncovered for base year FY18. The said rate is proposed to then adjust annually by the Western Urban Consumer Price Index.

The proposed snow removal fees would be \$.01/sq ft for regular scheduled service, on requested service received before 9 am would be \$.10/sq ft + \$10, on requested service received after 9 am the fee would be \$.015/sq ft.

Vehicular parking proposed fees are \$5.00 daily, \$25.00/month for vehicle operator leasing from airport or subleasing or receiving services from airport tenant, or \$50.00/month for vehicle operators neither leasing from airport nor subleasing nor receiving services from airport tenant.

If the exemption of air ambulance flights from landing fees is to be removed, the fee is currently \$1.65/1000 pounds of maximum aircraft take-off weight.

All other airport fees remain in place, unchanged. The effective date of all approved fee changes/additions would be October 1, 2017.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jay A. Scherer", with a long horizontal flourish extending to the right.

Jay A. Scherer
Airport Manager



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 ____ day of _____ 2017

CITY OF MCCALL
Valley County, Idaho

Jackie Aymon
Mayor

ATTEST:

BessieJo Wagner
City Clerk

The Grant monies approved by Idaho Transportation Department are for the reimbursement of officer overtime salaries, additional fuel costs, and vehicle wear and tear during the Annual Winter Carnival. The Mini-Grant has a specific time period, beginning January 27, 2017 and ending February 7, 2017 and will be geared toward the enforcement of Impaired Driving and will take place during nighttime hours.

Council Member Witte moved to approve use of Office of Highway Safety Grant monies to offset the overtime costs of officers already scheduled to for overtime shifts during McCall Winter Carnival, Council Member Swanson seconded the motion. In a roll call vote Council Member Witte, Council Member Swanson, Mayor Aymon, Council Member Giles, and Council Member Scott all voted aye and the motion carried.

AB 17-17 Request for Approval of Grant Agreement from Idaho Division of Aeronautics and Adoption of Resolution 17-04

Airport Manager Jay Scherer presented the Grant Agreement Program Number: F178MYL and City Resolution to the Council stating that the agreement is part of the grant match required by FAA Airport Improvement Program AIP-022 which procured a snow plow from M-B Industries.

The grant is for 4.2% of allowable project costs not to exceed \$18,754. The City portion of the grant match is expected to be \$25,897.

Council Member Swanson moved to approve the Grant Agreement with Idaho Transportation Department Division of Aeronautics; Council Member Giles seconded the motion. In a roll call vote Council Member Swanson, Council Member Giles, Mayor Aymon, Council Member Scott, and Council Member Witte all voted aye and the motion carried.

City Clerk BessieJo Wagner read Resolution 17-04 in full.

Council Member Swanson moved to approve Resolution number 17-04 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 \$18,754 to be used under the Idaho Airport Aid Program, Program number: F178MYL, Project number: AIP-022 in the development of the McCall Municipal Airport and authorizing the Mayor to sign all necessary documents; Council Member Scott seconded the motion. In a roll call vote Council Member Swanson, Council Member Scott, Mayor Aymon, Council Member Giles, and Council Member Witte all voted aye and the motion carried.

AB 17-18 Airport Hangar Lease Rates Discussion

Airport Manager Jay Scherer presented the Airport Lease Rates discussion to Council. The current lease rates for airport hangars were set in 2007 with Resolution 7-12 at a blended rate of \$.35/sq ft. The Airport Advisory Committee has conducted a review of the rates to include two studies by Valbridge Property Advisors which provides recommendations for both a split-rate (separate rates for covered and uncovered ground) and blended rate (single rate for ground whether covered or uncovered). The appraisal reports from Valbridge Property Advisors recommend a split-rate of \$.30 for covered and \$.18 for uncovered, or a blended rate of \$.30 for covered and un-covered parcel. Following review of the reports, the AAC has recommended a blended rate of \$.25/sq ft. This presentation included information from the appraisals, financial

information on the proposed and current rates, impacts of the proposed rates to airport operations, discussion of current fees, and opportunities for additional airport income.

There was considerable discussion on the lease rates and the effects on the airport the different lease rates would have. Council requested additional data to continue the discussion. There was some discussion on additional revenue opportunities.

AB 17-22 Wastewater Discussions Update

City Manager Nate Coyle presented the wastewater update discussion to Council. Following recent discussions regarding financial implications of sewer consolidation, staff has been working with Bond Counsel to determine the best path forward for financing wastewater improvements in support of collection, treatment, and disposal. Bond Counsel has provided some initial concepts, and staff is working to finalize this report for the Council. It is anticipated that available options may include either financing by the City with a cost share payment from the Payette Lakes Recreational Water and Sewer District (PLRWSD) or financing the investment by PLRWSD with a cost share payment from the City. Both of these options have implications, specifically to future consolidation discussions, which will need to be evaluated. A final option on the table recommended by legal counsel may be seeking an additional 1-year extension from DEQ and landowners to target a spring of 2020 implementation for the new reuse system. This would push the ballot requirement/bonding effort back one year. Manager Coyle asked for availability to schedule a special meeting to receive information directly from Bond Counsel.

Upcoming Meetings Schedule Discussion

Council discussed upcoming meetings.

Warrant Registers

Staff presented the Warrant Registers for approval.

Council Member Swanson moved to approve the Warrant Registers as submitted. Council Member Scott seconded the motion. In a voice vote, all members voted aye and the motion carried.

EXECUTIVE SESSION

At 8:20 p.m. Council Member Scott moved to go into Executive Session for:

- **Personnel - 74-206 (1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student**

Council Member Witte seconded the motion. In a roll call vote, Council Member Scott, Council Member Witte, Mayor Aymon, Council Member Giles, and Council Member Swanson all voted aye and the motion carried.

Council evaluated the City Manager's performance.

Council Member Giles moved to authorize staff to prepare a proposed budget amendment for an additional appropriation for the library for fundraising expenses related to library expansion and to notice a public hearing as required by Idaho Law. Council Member Swanson seconded the motion. In a roll call vote Council Member Giles, Council Member Swanson, Mayor Aymon, Council Member Scott, and Council Member Witte all voted aye and the motion carried.

AB 17-50 Request to Approve FAA AIP Grant Application Rehabilitate Fuel Apron and Taxiway

Airport Manager Jay Scherer presented the request to approve the FAA AIP Grant application to rehabilitate fuel apron and taxiway. The project will repair and re-grade a portion of the ramp that contains a failed storm drain and a large area of failed pavement which was initially laid down in 1970. The taxiway portion strengthens E taxiway from in front of Building 100 (Snow Removal Equipment Storage) to Hangar 103 (McCall Aviation). This pavement is frequently used and is the primary taxi route for transient jet aircraft not remaining overnight. Construction is expected to commence in FY17, with bid opening scheduled for no later than June 1, 2017, but timing is dependent on when the grant funds may be made available.

Council Member Swanson moved to approve submission of the FAA Airport Improvement Program Grant and authorize the Mayor to sign all necessary documents. Council Member Giles seconded the motion. In a roll call vote Council Member Swanson, Council Member Giles, Mayor Aymon, Council Member Scott, Council Member Witte all voted aye and the motion carried.

AB 17-51 Airport Hangar Lease Rate Discussion #2

Airport Manager Jay Scherer presented the second Airport Hangar Lease Rate discussion. Airport Staff were directed to provide additional information to Council on four topics as part of the initial lease rate discussion held at the January 26, 2017 Council meeting. Those four topics were:

1. What is the worst case financial scenario for lease reduction?
2. What is the hangar sales history and what are hangars currently selling for?
3. How do we accomplish what needs to be done with less money?
4. What is the staff recommended lease rate?

The Council asked clarifying questions regarding the lease rate, property taxes, revenue options, and expenses. Council Member Giles was supportive of all the different revenue raising suggestions made by Manager Scherer. He also thought there was some wisdom with going along with the consultant's recommendation especially since there has not been reported any identification of mistakes or bias of the consultants as well as the Advisory Committee's support of this decision. Council Member Witte felt that following the consultant's recommendations was the best course of action. Council Member Swanson was not sympathetic towards helping realtors sell the hangars but would defer to the decision of the Council majority. Council Member Scott was supportive of the consultant's recommendation. Mayor Aymon was in support of the consultant's recommendation but felt the owners of airplanes and hangars could afford a rate increase. She also felt the snow plowing rate seemed low. Manager Scherer felt the rate was prudent and safe. The Council consensus was to move forward with the \$.30 rate.

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 17-186
Meeting Date September 14, 2017

AGENDA ITEM INFORMATION

| | | | | |
|--|-----|-----------------------------|-----------------|--|
| SUBJECT: <i>McCall Area Planning and Zoning Commission Annual Report to City Council</i> | | <i>Department Approvals</i> | <i>Initials</i> | <i>Originator or Supporter</i> |
| | | Mayor / Council | | |
| | | City Manager | AW | |
| | | Clerk | | |
| | | Treasurer | | |
| | | Community Development | Dmy | 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:

Fallon Fereday, Chair, will present the McCall Area Planning and Zoning (P&Z) Commission annual report to City Council.

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

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 17-192
Meeting Date: September 14, 2017

AGENDA ITEM INFORMATION

| | | | | |
|---|-----------|-----------------------------|-----------------|--|
| SUBJECT: <i>Library Board of Trustees Appointment John Milliner</i> | | <i>Department Approvals</i> | <i>Initials</i> | <i>Originator or Supporter</i> |
| | | Mayor / Council | | |
| | | City Manager | <i>JW</i> | |
| | | Clerk | | |
| | | Treasurer | | |
| | | Community Development | | |
| | | Police Department | | |
| | | Public Works | | |
| | | Golf Course | | |
| | | Parks and Recreation | | |
| COST IMPACT: | N/A | Airport | | |
| FUNDING SOURCE: | N/A | Library | <i>Heg</i> | Originator |
| TIMELINE: | 9-14-2017 | Information Systems | | |
| | | Grant Coordinator | | |

SUMMARY STATEMENT:

The Library Board voted unanimously on August 31, 2017 to accept Mr. Milliner’s application to fill a regular vacancy on the Board. He is a long term McCall resident and a frequent library user, with keen interest in the library expansion project. He will also bring a global perspective to our Board from his vast professional experience. Mr. Milliner will serve a regular 5-year term on the Library Board of Trustees.

RECOMMENDED ACTION:

Appoint John Milliner to the McCall Public Library Board of Trustees for a term to expire October, 2022.

RECORD OF COUNCIL ACTION

| MEETING DATE | ACTION |
|---------------------|---------------|
| | |
| | |
| | |

McCALL CITY COUNCIL
AGENDA BILL

216 East Park Street
 McCall, Idaho 83638

Number AB 17-199
Meeting Date September 14, 2017

| AGENDA ITEM INFORMATION | | | | |
|--|-------------|-----------------------------|---|--------------------------------|
| SUBJECT: <i>Request to Award the FY2018-2022 Heavy Equipment Lease/Purchase and Adopt Resolution 17-19 for a 5-year Lease-Purchase</i> | | <i>Department Approvals</i> | <i>Initials</i> | <i>Originator or Supporter</i> |
| | | Mayor / Council | | |
| | | City Manager | | |
| | | Clerk | | |
| | | Treasurer | JS | |
| | | Community Development | | |
| | | Police Department | | |
| | | Public Works | NIS | Originator |
| | | Golf Course | ESM | Supporter |
| | | COST IMPACT: | Streets: \$97,044.10 (annually) Water: \$12,151.56 (annually) Parks: \$4,635.78 (annually) Golf: \$2,035.78 (annually) | Parks and Recreation |
| FUNDING SOURCE: | See above | Airport | | |
| | | Library | | |
| TIMELINE: | FY18 – FY22 | Information Systems | | |
| | | Grant Coordinator | | |
| SUMMARY STATEMENT: Existing heavy equipment 5-year leases for four (4) pieces of equipment currently leased by the Streets Department are set to expire on November 1, 2017. Accordingly, the Public Works Department completed a formal bidding procedure for new 5-year leases for the Streets Department’s future equipment rental needs. These equipment comprise the “Base Bid.” Added to the invitation to bid were two Bid Alternates: 1. Bid Alternate A: one (1) “tracked” skid steer – This skid steer is intended to be used and cost shared by the Golf and Parks Departments. 2. Bid Alternate B: one (1) all-wheel drive backhoe with plate compactor – This backhoe will serve the Water Department and replace the Department’s existing, leased, backhoe of which the existing lease will expire on January 1, 2018. The Invitation to Bid was published on August 3 rd , 2017 and advertised for two weeks publicly in the local newspaper. The bid opening occurred on August 30, 2017. All bids were reviewed by staff and legal counsel to determine the responsive low bidder. Included is a bid summary of the two bids received. Western States was determined to be the responsive low bidder for the Base Bid annual lease payment as well as Bid Alternate A and Bid Alternate B annual lease payments. Coastline Equipment annual lease payments for each bid were higher than Western States as well as being considered non-responsive because they could not deliver their equipment by the required date of October 25, 2017. Also included is the Government Equipment Lease-Purchase Agreement, and Resolution 17-19 which allows the City to enter into a multi-year lease that includes a “Non-Appropriation” provision. All contracts/agreements will be approved by legal counsel prior to securing signatures. | | | | |
| RECOMMENDED ACTION: 1. Award FY2018-22 Heavy Equipment Lease/Purchase for Base Bid, Bid Alt. A, and Bid Alt. B to Western States, Inc. 2. Adopt Resolution 17-19 authorizing the Mayor to enter into, on behalf of the City of McCall, a “Governmental Equipment Lease-Purchase Agreement” and a “Non-Appropriation Addendum” and authorize the Mayor to sign all necessary documents. | | | | |
| RECORD OF COUNCIL ACTION - NONE | | | | |

BID TABULATION-FY2018-2022 Heavy Equipment Lease/Purchase

BASE BID:

One (1) New AWD Loader/3.0-3.5 Cubic Yard Bucket, Weight 35,600#, 186 Net HP, w/a 10 Yard Snow Bucket, and 3rd Valve for Snow Gate and Blade.

| Bidder | Unit Price | Trade in | Guaranteed Buy-Back | Net Bid Price | 5 Year Annual Lease Payment |
|---------------------|---------------------|----------|---------------------|--------------------|-----------------------------|
| Western States | \$192,265.00 | N/A | \$140,000.00 | \$52,265.00 | \$15,918.57 |
| Coastline Equipment | \$195,300.00 | N/A | \$124,325.69 | \$70,974.31 | \$23,092.18 |

Two (2)-New AWD Loaders/4.0-4.5 Cubic Yard Bucket, Weight 43,000#, 230Net HP, 10 Yard Snow Buckets, w/ a 3rd Valve for Snow Gate & Blade.

| | Unit Price | Trade in | Guaranteed Buy-Back | Net Bid Price | 5 Year Annual Lease Payment |
|---------------------|---------------------|----------|---------------------|---------------------|-----------------------------|
| Western States | \$519,460.34 | N/A | \$370,000.00 | \$149,460.34 | \$44,495.34 |
| Coastline Equipment | \$498,770.00 | N/A | \$318,918.36 | \$179,851.64 | \$58,739.64 |

One (1) New AWD Motor Grader, Weight 45,000#, 250 Net HP, w/ Snow Wing

| | Unit Price | Trade in | Guaranteed Buy-Back | Net Bid Price | 5 Year Annual Lease Payment |
|---------------------|---------------------|----------|---------------------|--------------------|-----------------------------|
| Western States | \$299,209.49 | N/A | \$200,000.00 | \$99,209.49 | \$27,993.29 |
| Coastline Equipment | \$330,208.00 | N/A | \$238,102.68 | \$92,177.32 | \$34,406.98 |

One (1) New AWD Skid Steer Wheel Loader, Weight 7400#, 70Net HP, w/ Enclosed Cab & Cold Planer

| | Unit Price | Trade in | Guaranteed Buy-Back | Net Bid Price | 5 Year Annual Lease Payment |
|---------------------|--------------------|----------|---------------------|--------------------|-----------------------------|
| Western States | \$74,039.84 | N/A | \$40,000.00 | \$34,039.84 | \$8,636.90 |
| Coastline Equipment | \$65,320.00 | N/A | \$15,781.63 | \$49,538.37 | \$12,026.65 |

Base Bid 5 Year Payment Schedule

| | 5 Year Annual Lease Payment |
|---------------------|-----------------------------|
| Western States | \$97,044.10 |
| Coastline Equipment | \$128,265.45 |

BID ALTERNATE A:

One (1) New Track Skid Steer, Weight 8,000#, w/ Enclosed Cab, Cab Heater, High Flow Hydraulics, & Snow Blower.

| | Unit Price | Trade in | Guaranteed Buy-Back | Net Bid Price | 5 Year Annual Lease Payment |
|---------------------|--------------------|--------------------|---------------------|--------------------|-----------------------------|
| Western States | \$71,961.85 | \$13,000.00 | \$33,000.00 | \$25,961.85 | \$6,671.56 |
| Coastline Equipment | \$79,410.00 | \$12,000.00 | \$19,702.49 | \$47,707.51 | \$11,841.73 |

BID ALTERNATE B:

One (1) new AWD Backhoe/Loader , Weight 17,000#, 94 Net HP, w/ Hydraulic Compactor

| | Unit Price | Trade in | Guaranteed Buy-Back | Net Bid Price | 5 Year Annual Lease Payment |
|---------------------|---------------------|----------|---------------------|--------------------|-----------------------------|
| Western States | \$119,933.19 | N/A | \$75,000.00 | \$44,933.19 | \$12,151.56 |
| Coastline Equipment | \$118,420.00 | N/A | \$67,056.66 | \$51,363.34 | \$15,390.98 |

Note: Items/values identified in **RED** were considered non-responsive because these equipment could not be delivered by the required delivery date of 10/25/17

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

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

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

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

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

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

IRS Form 8038G

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

IRS Form 8038GC

<http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

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

These documents were prepared especially for:

CITY OF MCCALL
 216 EAST PARK STREET
 MCCALL, ID 83638

Dealer: WESTERN STATES EQUIPMENT CO., H510
 Date: 09/07/2017 Time: 5:09 PM
 Comments:

Customer Executed Documents **Comments**

- Lease Purchase Document _____
- Delivery Certification _____
- Insurance Verification _____
- 8038G or 8038GC _____
- Advance Payment (cross out if N/A) _____
- Customer Information Verification _____
- Tax Exemption Certificate _____
- Any necessary Riders/Amendments _____
- Lessee's Resolution + Minutes of Meeting **OR** _____
- Opinion of Lessee's Counsel _____
- Copy of Driver's License (Sole Proprietorships and
 Individuals) _____

Dealer Executed Documents **Comments**

- Purchase Agreement _____
- Dealer Invoice _____
- All Credit Conditions Met _____

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





1. PARTIES

LESSOR ("we", "us", or "our"):
 CATERPILLAR FINANCIAL SERVICES CORPORATION
 2120 West End Avenue
 Nashville, TN 37203

LESSEE ("you" or "your"):
 CITY OF MCCALL
 216 EAST PARK STREET
 MCCALL, ID 83638

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

2. DESCRIPTION OF THE UNITS

| DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name. | SERIAL/VIN Unique ID number for this Unit. | ANNUAL LEASE PAYMENT This is due per period, as stated below in section 4. | FINAL LEASE PAYMENT | DELIVERY DATE Enter date machine was delivered to you |
|--|---|---|---------------------|--|
| | | | | |

SEE SCHEDULE A FOR A DESCRIPTION OF THE UNITS.

TERMS AND CONDITIONS

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

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 3.50% per annum.
- Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
- Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
- Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**
- Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units in the ordinary course of your business and maintenance of property. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree that your budget for the current fiscal year includes a sufficient amount to permit you to discharge your obligations under this Agreement. You also agree that your primary business official currently intends, to the extent permitted by law, to include in your budget for approval by your governing board for each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. In the event your governing board fails or refuses to appropriate monies sufficient to make the Payments due during your next succeeding fiscal year, this



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

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the component of the Lease Payments received by us that, for the purposes of Federal income taxation, is treated as interest will be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, or if you are in breach of any other tax warranty in this paragraph, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.
11. **Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If

any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.
13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.
14. **Title; Return of Units** Legal title to the Units is vested in us. Upon the payment of all amounts due hereunder, legal title to the Units will pass to you without the necessity of further action by the parties, and we will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.
15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.
16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State of Idaho.

SIGNATURES

LESSOR **CATERPILLAR FINANCIAL SERVICES CORPORATION**

LESSEE **CITY OF MCCALL**

Signature _____
 Name (print) _____
 Title _____
 Date _____

Signature _____
 Name (print) _____
 Title _____
 Date _____

**Attachment A to Governmental Lease-Purchase Agreement
Transaction Number 3216365**

PARTIES

LESSOR:

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

LESSEE:

CITY OF MCCALL
216 EAST PARK STREET
MCCALL, ID 83638

DESCRIPTION OF THE UNITS

| DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name. | SERIAL/VIN Unique ID number for this Unit. | ANNUAL LEASE PAYMENT This is due per period, as stated below in section 3. | FINAL LEASE PAYMENT | DELIVERY DATE Enter date machine was delivered to you |
|--|---|---|---------------------|--|
| 1 New 140M2AWD Caterpillar Motor Grader | | \$27,993.29 | \$200,000.00 | _____ |
| 1 New 950M Caterpillar Wheel Loader | | \$22,247.67 | \$185,000.00 | _____ |
| 1 New 950M Caterpillar Wheel Loader | | \$22,247.67 | \$185,000.00 | _____ |
| 1 New 938M Caterpillar Wheel Loader | | \$15,918.57 | \$140,000.00 | _____ |
| 1 New 246C Caterpillar Skid Steer Loader | | \$8,636.90 | \$40,000.00 | _____ |
| 1 New 259D Caterpillar Compact Track Loader | | \$6,671.56 | \$33,000.00 | _____ |
| 1 New 420F2IT Caterpillar Backhoe Loader | | \$12,151.56 | \$75,000.00 | _____ |

SIGNATURES

LESSOR **CATERPILLAR FINANCIAL SERVICES CORPORATION**

LESSEE **CITY OF MCCALL**

Signature _____

Signature _____

Name (print) _____

Name (print) _____

Title _____

Title _____

Date _____

Date _____

CUSTOMER INFORMATION VERIFICATION
(Required Document)



In our efforts to continue providing timely customer service, we need your assistance confirming the following information. If any information is incorrect or missing, please note the necessary changes below and return this form with your signed documents. In addition, please review the Data Privacy Notice stated below. Thank you in advance for your cooperation.

Purchase Order # for new contract: _____

Current Information on file **Please make corrections here**

| | | |
|--|---|-----------------------|
| Customer Name: | CITY OF MCCALL | _____ |
| Physical Address: | 216 EAST PARK STREET | _____ |
| | MCCALL, ID 83638 | _____ |
| Mailing Address: | 216 EAST PARK STREET | _____ |
| | MCCALL, ID 83638 | _____ |
| Equipment Location: | VICINITY OF MCCALL, ID | _____ |
| | MCCALL, ID 83638, VALLEY | _____ |
| Business Phone: | (208)634-3458 | 208-634-8943 |
| E-mail Address: | PBORNER@MCCALL.ID.US | nstewart@mccall.id.us |
| Accounts Payable Contact Name and Phone: | | _____ |
| Tax Information | | |
| Sales Tax Rate: | 0 | _____ |
| (Please note: Sales Tax Rate, includes all applicable State, County, and City sales tax) | | |
| City Limits | Asset outside the City Limits? Yes ___ No ___ | |

Tax Exemption Status

Please indicate if you are tax exempt. Exempt* Non-Exempt

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

Electronic Copy Available Upon Funding

If you would like an electronic copy of your contract, please provide a valid email address below (one letter per line).

The information above has been reviewed and is accurate to the best of my knowledge with exception of any corrections as noted.

*Should the above changes apply to ALL of your contracts, OR for this contract ONLY?
 ALL CONTRACTS
 THIS CONTRACT ONLY

THE ABOVE INFORMATION HAS BEEN REVIEWED AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE WITH EXCEPTION OF ANY CORRECTIONS AS NOTED.

NS

 Customer Initials

Data Privacy Notice: *This notice pertains to personal data supplied in connection with your credit application. By providing your information to Caterpillar Inc. or any of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation (collectively "Caterpillar"), you are agreeing that the information may be shared among Caterpillar and its partners and dealers, and used to process your applications for credit and other orders and to improve or market Caterpillar products and services. If you have any questions pertaining to this notice, please contact the Data Privacy Coordinator at 615-341-8222.*



GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

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

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

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

RESOLVED, that:

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

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

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

| Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

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

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

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

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

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

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

Clerk sign →

Signature: _____
Title: _____
Date: _____





Verification of Insurance

Lessee:

LESSOR (we):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203-0001

LESSEE (you):

CITY OF MCCALL
216 EAST PARK STREET
MCCALL, ID 83638

Subject: Insurance Coverage Requirements

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement Transaction Number 3216365 (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company: _____

Address: _____

Phone No: _____

Agent's Name: _____

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of \$1,000,000 per occurrence is required.

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

| Model # | Equipment Description | Serial # | VIN # | Value Including Tax |
|-------------|--------------------------|----------|-------|---------------------|
| 1. 140M2AWD | Caterpillar Motor Grader | | | \$299,209.49 |
| 2. 950M | Caterpillar Wheel Loader | | | \$259,730.17 |
| 3. 950M | Caterpillar Wheel Loader | | | \$259,730.17 |

SIGNATURES

LESSEE

CITY OF MCCALL

Signature _____

Name (print) _____

Title _____

Date _____



Attachment for Verification of Insurance

Additional Equipment Description

| Model # | Equipment Description | Serial # | VIN # | Value Including Tax |
|------------|----------------------------------|----------|-------|---------------------|
| 4. 938M | Caterpillar Wheel Loader | | | \$192,265.00 |
| 5. 246C | Caterpillar Skid Steer Loader | | | \$74,039.84 |
| 6. 259D | Caterpillar Compact Track Loader | | | \$71,961.85 |
| 7. 420F2IT | Caterpillar Backhoe Loader | | | \$119,933.19 |

Opinion of Counsel

**Re: Governmental Equipment Lease-Purchase Agreement (Transaction Number 3216365) (the "Lease")
Between CITY OF MCCALL("Lessee") and Caterpillar Financial Services Corporation ("Lessor")**

Sir/Madam:

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

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

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

SIGNATURE

Name (PRINT): _____

Date: _____

Signature: _____

Address: _____

Title: _____



Meeting Minutes

WESTERN STATES EQUIPMENT CO.
500 E. OVERLAND ROAD
P.O. BOX 38
BOISE ID 83707-0038

Reference:

CITY OF MCCALL

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

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

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT





1. PARTIES

| | |
|--|------------------------|
| LESSOR (<i>we</i>): | LESSEE (<i>you</i>): |
| CATERPILLAR FINANCIAL SERVICES CORPORATION | CITY OF MCCALL |

2. PAYMENT SCHEDULE

| <u>Payment Dates</u> | <u>Payment Numbers</u> | <u>Payment Amounts Due</u> |
|----------------------|------------------------|----------------------------|
| _____ | 1 - 5 | \$115,867.22 |
| | FINAL PAYMENT OF | \$858,000.00 |

SIGNATURES

LESSOR CATERPILLAR FINANCIAL SERVICES CORPORATION

LESSEE CITY OF MCCALL

Signature _____
Name (print) _____
Title _____
Date _____

Signature _____
Name (print) _____
Title _____
Date _____



Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

| Part I Reporting Authority | | If Amended Return, check here <input type="checkbox"/> |
|---|--|---|
| 1 Issuer's name | 2 Issuer's employer identification number (EIN) | |
| 3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) | 3b Telephone number of other person shown on 3a | |
| 4 Number and street (or P.O. box if mail is not delivered to street address) | Room/suite | 5 Report number (For IRS Use Only) 3 |
| 6 City, town, or post office, state, and ZIP code | 7 Date of issue | |
| 8 Name of issue | 9 CUSIP number | |
| 10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) | 10b Telephone number of officer or other employee shown on 10a | |

| Part II Type of Issue (enter the issue price). See the instructions and attach schedule. | | |
|---|----------------------------|----|
| 11 Education | | 11 |
| 12 Health and hospital | | 12 |
| 13 Transportation | | 13 |
| 14 Public safety | | 14 |
| 15 Environment (including sewage bonds) | | 15 |
| 16 Housing | | 16 |
| 17 Utilities | | 17 |
| 18 Other. Describe ► | | 18 |
| 19 If obligations are TANs or RANs, check only box 19a | ► <input type="checkbox"/> | |
| If obligations are BANs, check only box 19b | ► <input type="checkbox"/> | |
| 20 If obligations are in the form of a lease or installment sale, check box | ► <input type="checkbox"/> | |

| Part III Description of Obligations. Complete for the entire issue for which this form is being filed. | | | | | |
|---|-------------------------|-----------------|---|-------------------------------|-----------|
| | (a) Final maturity date | (b) Issue price | (c) Stated redemption price at maturity | (d) Weighted average maturity | (e) Yield |
| 21 | | \$ | \$ | years | % |

| Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) | | |
|---|----|--|
| 22 Proceeds used for accrued interest | 22 | |
| 23 Issue price of entire issue (enter amount from line 21, column (b)) | 23 | |
| 24 Proceeds used for bond issuance costs (including underwriters' discount) | 24 | |
| 25 Proceeds used for credit enhancement | 25 | |
| 26 Proceeds allocated to reasonably required reserve or replacement fund | 26 | |
| 27 Proceeds used to currently refund prior issues | 27 | |
| 28 Proceeds used to advance refund prior issues | 28 | |
| 29 Total (add lines 24 through 28) | 29 | |
| 30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) | 30 | |

| Part V Description of Refunded Bonds. Complete this part only for refunding bonds. | |
|---|-------|
| 31 Enter the remaining weighted average maturity of the bonds to be currently refunded | years |
| 32 Enter the remaining weighted average maturity of the bonds to be advance refunded | years |
| 33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) | |
| 34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY) | |

Part VI Miscellaneous

| | | | |
|------------|--|------------|--------------------------|
| 35 | Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) | 35 | |
| 36a | Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) | 36a | |
| b | Enter the final maturity date of the GIC ▶ _____ | | |
| c | Enter the name of the GIC provider ▶ _____ | | |
| 37 | Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units | 37 | |
| 38a | If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information: | | |
| b | Enter the date of the master pool obligation ▶ _____ | | |
| c | Enter the EIN of the issuer of the master pool obligation ▶ _____ | | |
| d | Enter the name of the issuer of the master pool obligation ▶ _____ | | |
| 39 | If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box | | <input type="checkbox"/> |
| 40 | If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box | | <input type="checkbox"/> |
| 41a | If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information: | | |
| b | Name of hedge provider ▶ _____ | | |
| c | Type of hedge ▶ _____ | | |
| d | Term of hedge ▶ _____ | | |
| 42 | If the issuer has superintegrated the hedge, check box | | <input type="checkbox"/> |
| 43 | If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box | | <input type="checkbox"/> |
| 44 | If the issuer has established written procedures to monitor the requirements of section 148, check box | | <input type="checkbox"/> |
| 45a | If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____ | | |
| b | Enter the date the official intent was adopted ▶ _____ | | |

| | | | | |
|-------------------------------|---|-----------|---|--|
| Signature and Consent | Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above. | | | |
| | ▶ _____ Signature of issuer's authorized representative | | ▶ _____ Date | |
| | | | ▶ _____ Type or print name and title | |
| Paid Preparer Use Only | Print/Type preparer's name | | Preparer's signature | |
| | Date | | Check <input type="checkbox"/> if self-employed | |
| | Firm's name ▶ | | Firm's EIN ▶ | |
| Firm's address ▶ | | Phone no. | | |



City of McCall

RESOLUTION NO. 17-19

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

BE IT RESOLVED by the City Council of the City of McCall:

WHEREAS, the City of McCall is authorized and has the power to lease personal property as provided for in Idaho Code Section 50-301; and

WHEREAS, the City of McCall desires to lease personal property from Caterpillar Financial Services Corporation in accordance with the terms of the bid proposal submitted by Western States Equipment dated August 29, 2017; and

WHEREAS, it is in the best interests of the City of McCall to enter into a lease with Caterpillar Financial Services Corporation, a Tennessee corporation, denoted as "GOVERNMENTAL EQUIPMENT LEASE-PURCHASE AGREEMENT" and "NON-APPROPRIATION ADDENDUM", for the reasons and authority for which are as set forth in the two Agreements.

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

Section 1. Findings

The City Council of the City of McCall finds:

- 1.1 The Mayor and Clerk are hereby authorized to enter into and on behalf of the City of McCall, that certain Agreement with Caterpillar Financial Services Corporation, entitled "GOVERNMENTAL EQUIPMENT LEASE-PURCHASE AGREEMENT" and "NON-APPROPRIATION ADDENDUM", and to bind this City to its terms and conditions.
- 1.2 That the terms of the leases substantially inform are just and equitable, and said leases are hereby approved.
- 1.3 The City of McCall Clerk is directed to file this Resolution forthwith in the official records of this City of McCall.

1.4 This resolution shall be in full force and effect from the date of its passage.

PASSED by the City Council of the City of McCall this 14 day of September, 2017.

APPROVED:

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 14, 2017 by the following vote:

Ayes: _____

Noes: _____

Absent: _____

By _____
BessieJo Wagner, City Clerk

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 17-200
Meeting Date: September 14, 2017

AGENDA ITEM INFORMATION

| | | | | |
|---|-------------------------|-----------------------------|-----------------|--------------------------------|
| SUBJECT: <i>Request to Approve the Contract for Patch/Overlay and Seal Coat Cart Paths at the Golf Course</i> | | <i>Department Approvals</i> | <i>Initials</i> | <i>Originator or Supporter</i> |
| | | Mayor / Council | | |
| | | City Manager | | |
| | | Clerk | | |
| | | Treasurer | | |
| | | Community Development | | |
| | | Police Department | | |
| | | Public Works | | |
| | | Golf Course | EM | Originator |
| | | Parks and Recreation | | |
| COST IMPACT: | not to exceed \$68,000 | Airport | | |
| FUNDING SOURCE: | LOT | Library | | |
| TIMELINE: | Fall 2017 – Spring 2018 | Information Systems | | |
| | | Grant Coordinator | | |

SUMMARY STATEMENT:

The Golf Course has received LOT funding in 2016 and 2017 specifically for these repairs. This agenda bill is to request acceptance of a lowest bidder for the Golf Course cart paths patch/overlay and seal coating project. Requests for project bids were sent to 4 separate companies. Bids are due to be opened on Monday, September 11th. The bid tabulation and recommendation for award will be provided at the September 14th Council Meeting for approval.

RECOMMENDED ACTION:

Approve the contract to patch and seal the Golf Course cart paths in the amount of _____ with _____ and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

| MEETING DATE | ACTION |
|---------------------|---------------|
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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT, is being made and entered into this ____ day of _____, 2017 by and between The City of McCall (hereinafter, "OWNER") and _____, (hereinafter, "CONTRACTOR"):

NOW THEREFORE, the parties to this Contract, in consideration of the mutual covenants and stipulations set out, agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the OWNER or City and the Contractor concerning the work to be performed are this Contract, pages one (1) through (4) and the following:

1. Bid Proposal titled, PATCH/OVERLAY and SEAL COAT CART PATHS
2. Standard General Conditions of the Construction Contract, 2010 ISPWC (Idaho Standards for Public Works Construction) Division 100 (not attached) (pages 1 to 52, inclusive).
3. Insurance Certificates, to be physically attached to this Contract;
4. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice of Award
 - b. Notice to Proceed.
 - c. Written Amendments.
 - d. Work Change Directives.
 - e. Change Orders.
5. Change Orders, which may be delivered or issued after the effective date of this Agreement;
6. WH-5 Public Works Contract Report for Idaho State Tax Commission
7. W9

There are no Contract Documents other than those listed in Article 1. This Contract may only be amended by change order as provided in the General Conditions.

ARTICLE 2. WORK

The Contractor shall complete the entire work as specified, indicated and required under the Contract Documents. The Work is generally described as follows: SEALCOAT GOLF COURSE PATHS. PATCH, PAVE AND OR OVERLAY DESIGNATED AREAS OF GOLF COURSE CART PATHS THAT HAVE BEEN PREPPED BY GOLF COURSE STAFF.

ARTICLE 3. GOLF COURSE SUPERVISOR

1. The McCall Golf Course Supervisor (Supervisor) will be the Owner's representative. The Supervisor will serve as the approving agency for the project and the OWNER.

ARTICLE 4. CONTRACT TIME/SUBSTANTIAL COMPLETION

1. The Contractor shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion. The project site will be available to the Contractor for project implementation on September 15th, 2017, or when weather conditions permit, and only after approval of the Supervisor.
2. The work to be performed pursuant to this Contract shall be substantially complete on or before June 30, 2018 and ready for final payment in accordance with Paragraph 14.07 of the ISPWC General Conditions on or before July 13, 2018. Adjustment of the contract time can be made in accordance with the provisions of the Contract Documents as directed by the Supervisor or the OWNER.

ARTICLE 5. CONTRACT SUM

The OWNER or City shall pay the Contractor for completion of the Work in accordance with the Contract Documents in current funds the amount of _____ in accordance with the Contract Documents. If due to the weather the Contractor is unable to complete the work this fall, he may resume work in the spring. In this case payment for work completed will be paid in two installments.

ARTICLE 6. INDEPENDENT CONTRACTOR

The parties warrant by their signature that no employer-employee relationship is established between the Contractor and the OWNER by the terms of this contract. It is understood by the parties hereto that the Contractor is an independent contractor and as such neither it nor its employees, agents, representatives or subcontractors, if any, are employees of the OWNER for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 7. SCOPE OF SERVICES

The Contractor shall perform all services required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for this project.

ARTICLE 8. HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted the OWNER by the Contract Documents, the Contractor shall indemnify and save harmless the Engineer and the Owner, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or his subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor or his subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts

arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

ARTICLE 9. CONFLICT OF INTEREST

The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that, in performing this Contract, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Contract, Contractor shall immediately disclose such conflict to the Project Manager, Engineer and the OWNER.

ARTICLE 10. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Contract and the exhibits hereto contain the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party are valid or binding unless contained herein. This contract may not be enlarged, modified or altered except upon written agreement signed by the parties hereto. The Contractor may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder other than as contemplated by the Contract Documents, without the prior written consent and express authorization of the OWNER.

ARTICLE 11. ADHERENCE TO LAW REQUIRED

All applicable local, state and federal statutes and regulations are hereby made a part of this contract and shall be adhered to at all times. Violation of any of these statutes or regulations by the Contractor shall be deemed material and shall subject the Contractor to termination of this contract for cause. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of this requirement. The Contractor and his surety shall indemnify and save harmless the OWNER and the City of McCall and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by himself, his employees, or his subcontractors.

ARTICLE 12. LEGAL FEES

In the event either party incurs legal expenses to enforce the terms and conditions of this contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

ARTICLE 13. SPECIAL WARRANTY

The Contractor warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Contract. The Contractor further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Contract. Any such activity by the Contractor shall make this Contract null and void.

ARTICLE 14. COMMUNICATIONS

Such communications as are required by this contract shall be satisfied by mailing or by personal delivery to the parties at the following address:

Contractor: _____

Owner: City of McCall
216 E. Park Street
McCall, Idaho 83638

IN WITNESS WHEREOF, said Contractor and the OWNER or City has caused this Contract to be executed on the day and year first above written.

Contractor:

by:

Owner:

Jackie J. Aymon, Mayor

ATTEST:

BessieJo Wagner, City Clerk

Approved As To Form:

William F. Nichols, City Attorney

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 17-191
Meeting Date September 14, 2017**

AGENDA ITEM INFORMATION

| | | | |
|--|-----------------------------|--------------------|--------------------------------|
| SUBJECT: <i>Request to Approve Hangar 602A Lease</i> | <i>Department Approvals</i> | <i>Initials</i> | <i>Originator or Supporter</i> |
| | Mayor / Council | | |
| | City Manager | <i>[Signature]</i> | |
| | Clerk | | |
| | Treasurer | | |
| | Community Development | | |
| | Police Department | | |
| | Public Works | | |
| | Golf Course | | |
| COST IMPACT: | Parks and Recreation | | |
| FUNDING SOURCE: | Airport | <i>[Signature]</i> | Originator |
| | Library | | |
| TIMELINE: | Information Systems | | |
| | Grant Coordinator | | |

SUMMARY STATEMENT:

The owner of Hangar 602A, RMH Co., has a sale pending. The new lessee Charles C. Jones requested a new lease as the current lease has entered its first extension.

The purchaser has been provided with a copy of the proposed lease, current Airport Rules and Regulations, and Airport Minimum Standards. Mr. Jones owns a Piper Aerostar and Cessna 182 which he intends to store in this hangar. The annual lease rate on the lease document is the proposed, \$.30 per square foot for both covered area and bare ground, resulting in an annual lease fee of \$1462.50 for FY18. The FY17 rent was \$1273.21.

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

Pending the Council's decision of the presented proposed fee schedule and lease rate, 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.

The Lease is attached.

RECOMMENDED ACTION:

Approve the lease of the land assigned to Hangar 602A to Charles C. Jones and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

| MEETING DATE | ACTION |
|---------------------|---------------|
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| | |

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 _____, _____, by and between the City of McCall, an Idaho municipal corporation (called "City" in the rest of this Lease) as Lessor, and Charles C. Jones (called "Lessee" in the rest of this Lease), as Lessee, for and in consideration of the mutual promises, covenants, agreements and conditions in this Lease. This Lease consists of this "McCall Municipal Airport Tenant Lease" together with the:

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

Background

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

Agreements

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

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

6. Use of Subject Property.
 - A. The principal and predominant use of any building constructed or located on Subject Property shall be for aircraft storage and other aviation-oriented activities of the Lessee permitted pursuant to this paragraph, as may further be defined by the Federal Aviation Administration (FAA) and McCall Municipal Airport Rules and Regulations. No other uses of the property are allowed. Lessee is authorized also to make use of the Subject Property for incidental Airport-related activities. The City has the sole discretion to determine whether use of the Subject Property is reasonably related to incidental to Airport-related activities. Lessee owned non-aviation storage must be insignificant and not interfere with aircraft storage.

 - B. 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.

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 good faith shall be conclusive. The City may enter into or on the Lessee's premises

to conduct inspections to ensure lawful and safe use of the premises with twenty four (24) hour written notice or without notice in emergency situations.

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

sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance by Lessee;

B. To maintain and keep in repair the Airport and all publicly owned facilities of the Airport, together with the right to direct and control activities of Lessee of the Subject Property to ensure compliance with all federal and local rules and regulations;

C. To enter upon any lease premises at reasonable times for the purpose of making inspections to determine compliance with these minimum standards, fire codes, building codes or any covenant or condition of any contract or lease, including this Lease;

D. To take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, *together* with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft or safety of flight;

E. To temporarily close the Airport or any of the facilities thereon for maintenance, improvement, safety or other public benefits; and

F. To devote exclusive use of the Airport to emergency aircraft operations, including, but not limited to, fire suppression activities and medical operations.

13. Term, and Renewal. The initial term of this lease shall be for 20 years commencing at 12:01 AM., on October 1, 2017, until 11:59 PM on September 30, 2037. This Lease may be renewed for up to two (2) additional ten (10) year terms for so long as the rent and other conditions of the Lease are faithfully adhered to, and subject to adjustment of rent provided herein. If Lessee determines they wish to renew this Lease, it shall give written notice of that fact during the last six months but not later than one month before the end of the lease term.
14. Rent. Rent shall be payable annually in advance on or about October 1 of each year, initially in the amount of **30** cents per square foot for bare ground, presently **1,875** square feet, plus **30** cents for land covered by above-ground Leasehold Improvements, presently **3,000** square feet; initially this sum totals **\$1,462.50** 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:

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

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

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

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

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

City does not deliberately remove snow on any portion of Subject Property, nor from any apron area in front of Subject Property which is commonly primarily used by Lessee without collection of appropriate fees as determined by the Airport

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

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

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

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

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

Improvements, it shall request a specific amount of additional time in writing from the Airport Manager. Such an extension shall not be unreasonably withheld, although City may condition such extension upon the furnishing of collateral for the promise to remove in the form of a bond, cash escrow, or other arrangement acceptable to the Airport Manager and the City Attorney. All Leasehold Improvements not removed pursuant to the terms of this Lease become the sole property of the City.

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

current certificate of insurance evidencing compliance and naming City as an "Additional Insured" shall be maintained with the City at all times during the term of lease. The limits of insurance shall not be deemed a limitation of Lessee's covenants to indemnify or hold harmless City as set forth above; and

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

25. Termination by Lessor for Cause. Should the Lessee fail to comply with any material obligation in this Lease, the City may terminate this Lease with sixty (60) days prior written notice subject to the terms of this Lease and the Lessee's right to cure such failure as herein provided. Any breach of the terms of this Lease must be cured within that sixty (60) day period or the Lease is deemed terminated and the City takes possession of the Subject Property and improvements as described herein and as allowed by law; or if the failure could only be reasonably remedied in a period of time exceeding sixty (60) days, failure within such sixty (60) days to undertake reasonable steps to begin such cure or failure thereafter diligently to pursue the cure to completion within a reasonable time. City shall provide written notice to Lessee of City's intent to terminate, and this Lease shall terminate as of the date or upon the lapse of time as above provided, as the case may be.

26. Termination by Lessee for Cause. This Lease may be terminated by Lessee as follows:

A. The permanent abandonment of the Airport as a public and/or general and/or commercial air facility and/or as a facility in substantially the present or larger size and/or substantially the present or more extensive use.

B. The assumption by the United States Government, or by any authorized agency of the United States, of this Lease, or of the operation, control or use of the Airport, or of any substantial part or parts of the Subject Property, in such a manner as substantially restrict Lessee from operating in a reasonable manner, for a period of more than 120 days. The use of the Airport by the United States Forest Service or, or like agency, during fire season shall not be considered a substantial restriction.

C. Issuance by any Court of competent jurisdiction of any injunction in any

way preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period more than 120 days.

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

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

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

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

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

waiver of the breach existing prior to the performance, unless so agreed in writing by the recipient of the performance.

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

40. Counsel and Interpretation. All parties to this Lease have been represented by legal counsel at all stages of the negotiations for and the preparation of this Lease, including during the proceedings relating to the approval and the conditions of approval of any project or development which approval or conditions gave rise to this Lease; accordingly, in all cases, the language of this Lease will be construed simply, according to its fair meaning, and not strictly for or against any party.
41. Notice. Notices between the parties may be made by personal delivery or by United States mail, postage pre-paid, registered or certified, with return receipt requested, or by telegram, facsimile transmission or mail-o-gram or by recognized courier delivery (e. g. Federal Express, UPS, DHL, etc.) addressed to the parties, as the case may be, at the address set forth below or at such other addresses as the parties may subsequently designate by written notice given in the manner provided in this section. The parties are required to provide any change of address to each other.

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

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

Lessee: Charles C. Jones
PO Box 1050
McCall, ID 83638

Copy to: _____

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 A. 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 A. 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

THOMAS W. KERR
PLS 998

KERR SURVEYING
PO BOX 853
McCALL, IDAHO
208-634-2686
April 18, 1996

JOEL W. DROULARD
PLS 5357

PARCEL 2, LOT D, BLOCK 8
McCALL MUNICIPAL AIRPORT

A parcel of land situate in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 16, T. 18 N., R. 3 E., B.M., City of McCall, Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the 1/4 Corner common to Sections 16 and 17, T. 18 N., R. 3 E., B.M., City of McCall, Valley County, Idaho; thence, S. 87° 06' 18" E., 1,022.56 feet to a brass cap set at Station 153+00 on the center line of Runway 16 / 34, McCall Municipal Airport, as shown on the official plat of Fliteline Condominiums, on file in the office of the Recorder of Valley County, Idaho, in Book 8, on Page 32 of Plats; thence, S. 01° 08' 08" E., 2,024 feet along said runway center line to a PK nail set a Station 132+76; thence, N. 88° 51' 52" E., 645.00 feet along the center line of an east-west hanger taxi way to a PK nail; thence, S. 01° 08' 08" E., 50.00 feet to a brass cap at the northwest corner of Lot A, said Block 8; thence, continuing S. 01° 08' 08" E., 75.00 feet to a 5/8" rebar at the northwest corner of Lot C, said Block 8; thence, N. 88° 51' 52" E., 345.00 feet along the line common to said lots A, B, C and D to a $\frac{1}{2}$ " rebar, the REAL POINT OF BEGINNING:

Thence, continuing N. 88° 51' 52" E., 65.00 feet along the line common to said Lots B and D to a $\frac{1}{2}$ " rebar,
thence, S. 01° 08' 08" E., 75.00 feet to a $\frac{1}{2}$ " rebar on the south boundary of said Lot D,
thence, S. 88° 51' 52" W., 65.00 feet along said south boundary to a $\frac{1}{2}$ " rebar,
thence, N. 01° 08' 08" W., 75.00 feet to the Point of Beginning, containing 4,875 square feet, more or less.

Bearings based on State Plane Grid Azimuth.

EXHIBIT B

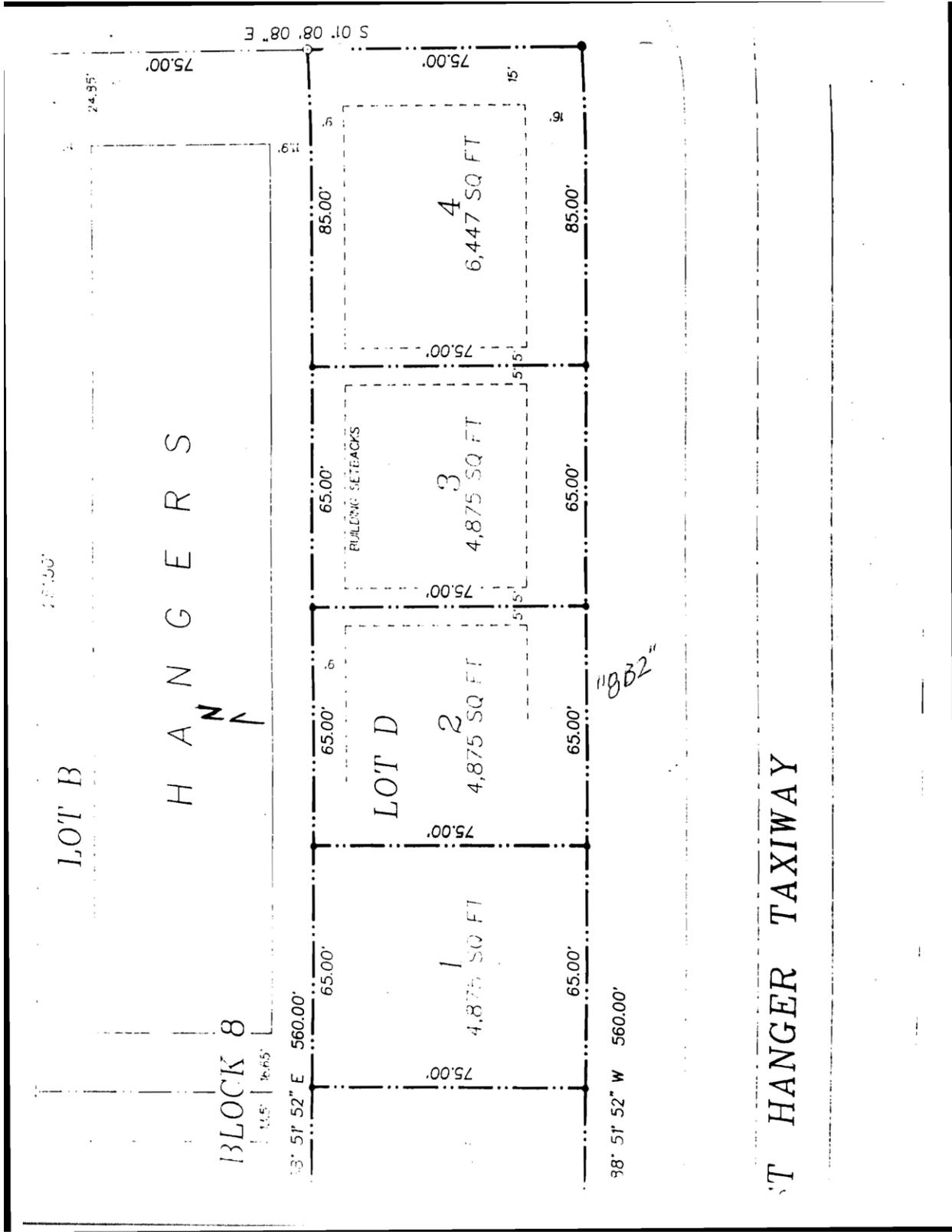


EXHIBIT C

SPECIAL ADDITIONAL TERMS

NONE.

EXHIBIT D

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 _____

| | | | | | | | |
|--|---|--|--|---|--|--|--|
| | 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.

| | | | | | | | |
|--|---|--|--|---|--|--|--|
| | 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.

| | 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 |

EXHIBIT E

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)

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 17-193
Meeting Date September 14, 2017**

AGENDA ITEM INFORMATION

| | | | | |
|---------------------------------|-----|-----------------------------|-----------------|--------------------------------|
| SUBJECT: | | <i>Department Approvals</i> | <i>Initials</i> | <i>Originator or Supporter</i> |
| <i>Recycling Survey Results</i> | | Mayor / Council | | |
| | | City Manager | <i>HW</i> | |
| | | Clerk | | |
| | | Treasurer | | |
| | | Community Development | | |
| | | Police Department | | |
| | | Public Works | | |
| | | Golf Course | | |
| COST IMPACT: | N/A | Parks and Recreation | | |
| | | Communications | EG | Originator |
| FUNDING SOURCE: | N/A | Airport | | |
| | | Library | | |
| TIMELINE: | N/A | Information Systems | | |
| | | Grant Coordinator | | |

SUMMARY STATEMENT:

The intent of this agenda bill is to provide a summary of community opinion collected in an online survey regarding a proposed curbside recycling program with Lake Shore Disposal.

The survey results are attached.

RECOMMENDED ACTION:

Staff direction on whether to coordinate a curbside recycle program with Lake Shore Disposal.

RECORD OF COUNCIL ACTION

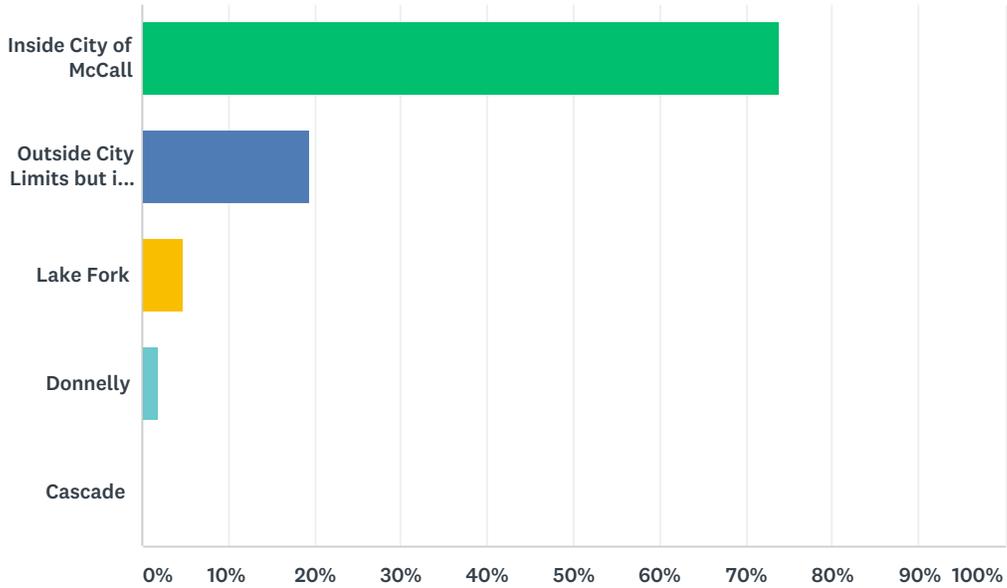
| MEETING DATE | ACTION |
|---------------------|---------------|
| | |
| | |
| | |

Q1 Please tell us your email address so we can keep in contact with you as we progress through the process.

Answered: 86 Skipped: 17

Q2 Please tell us where you live

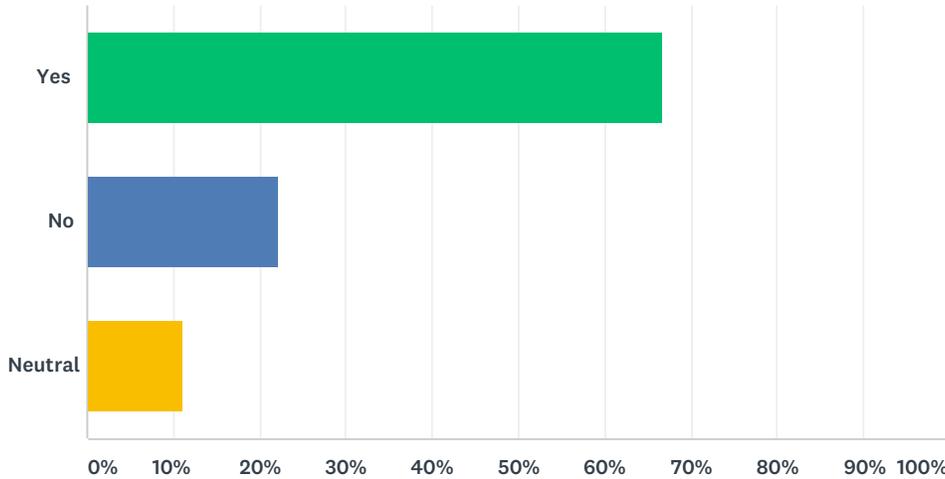
Answered: 103 Skipped: 0



| ANSWER CHOICES | RESPONSES | |
|--|-----------|------------|
| Inside City of McCall | 73.79% | 76 |
| Outside City Limits but in the impact area | 19.42% | 20 |
| Lake Fork | 4.85% | 5 |
| Donnelly | 1.94% | 2 |
| Cascade | 0.00% | 0 |
| TOTAL | | 103 |

Q3 Do you support curbside recycling as part of your solid waste service with an additional \$9.90 per month (\$4.95 per haul) added to your current bill?

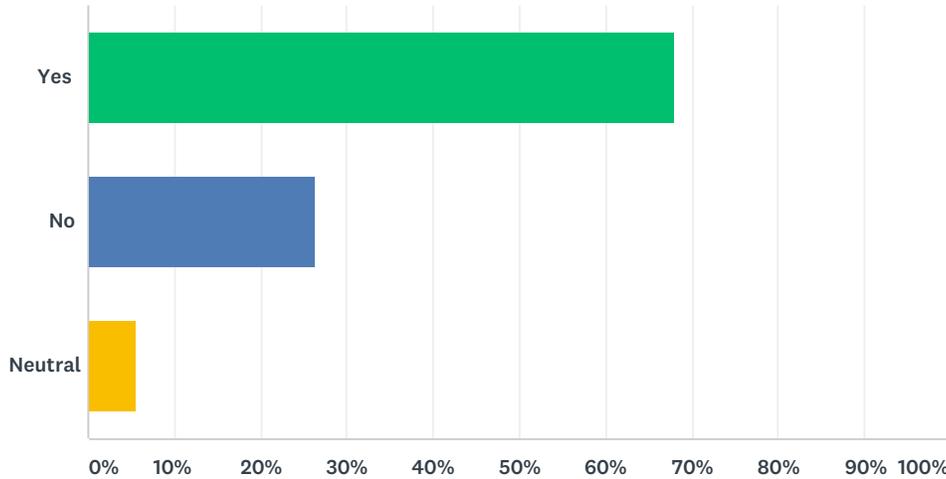
Answered: 72 Skipped: 31



| ANSWER CHOICES | RESPONSES | |
|----------------|-----------|----|
| Yes | 66.67% | 48 |
| No | 22.22% | 16 |
| Neutral | 11.11% | 8 |
| TOTAL | | 72 |

Q4 Do you support curbside recycling with the understanding that as a part of the program, the current Valley County Recycling Center in McCall will be relocated to Lake Fork.

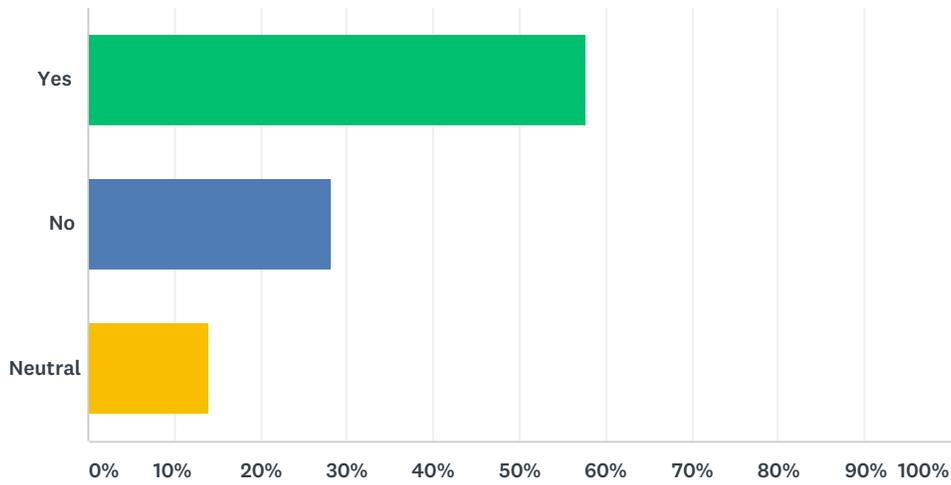
Answered: 72 Skipped: 31



| ANSWER CHOICES | RESPONSES | |
|----------------|-----------|----|
| Yes | 68.06% | 49 |
| No | 26.39% | 19 |
| Neutral | 5.56% | 4 |
| TOTAL | | 72 |

Q5 Do you think you would recycle more if curbside recycling was a part of your Lakeshore service?

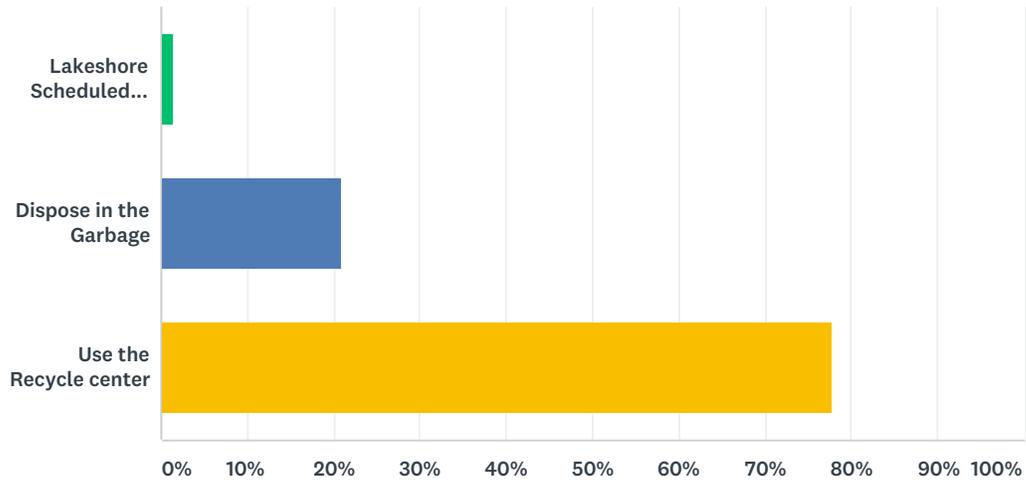
Answered: 71 Skipped: 32



| ANSWER CHOICES | RESPONSES | |
|----------------|-----------|-----------|
| Yes | 57.75% | 41 |
| No | 28.17% | 20 |
| Neutral | 14.08% | 10 |
| TOTAL | | 71 |

Q6 How do you currently dispose of your recycled materials?

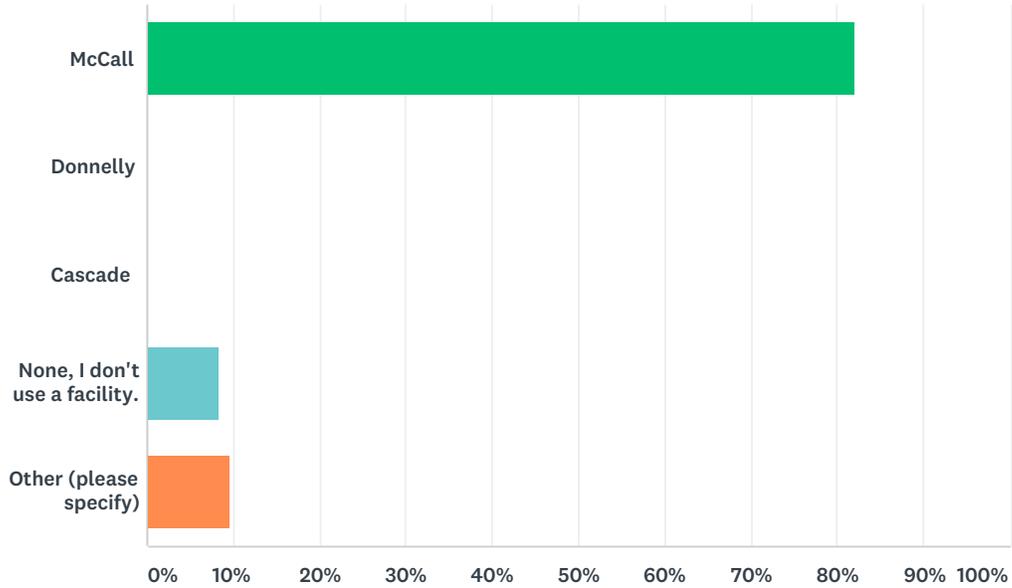
Answered: 72 Skipped: 31



| ANSWER CHOICES | RESPONSES | |
|----------------------------|-----------|-----------|
| Lakeshore Scheduled Pickup | 1.39% | 1 |
| Dispose in the Garbage | 20.83% | 15 |
| Use the Recycle center | 77.78% | 56 |
| TOTAL | | 72 |

Q7 Which recycle center do you use?

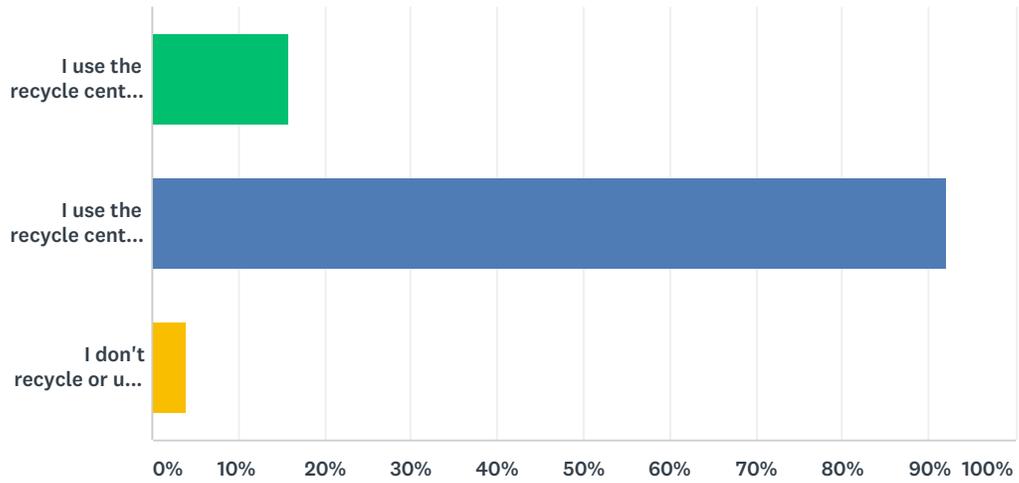
Answered: 72 Skipped: 31



| ANSWER CHOICES | RESPONSES | |
|-------------------------------|-----------|-----------|
| McCall | 81.94% | 59 |
| Donnelly | 0.00% | 0 |
| Cascade | 0.00% | 0 |
| None, I don't use a facility. | 8.33% | 6 |
| Other (please specify) | 9.72% | 7 |
| TOTAL | | 72 |

Q8 Please tell us all that apply to you regarding the Recycle Center.

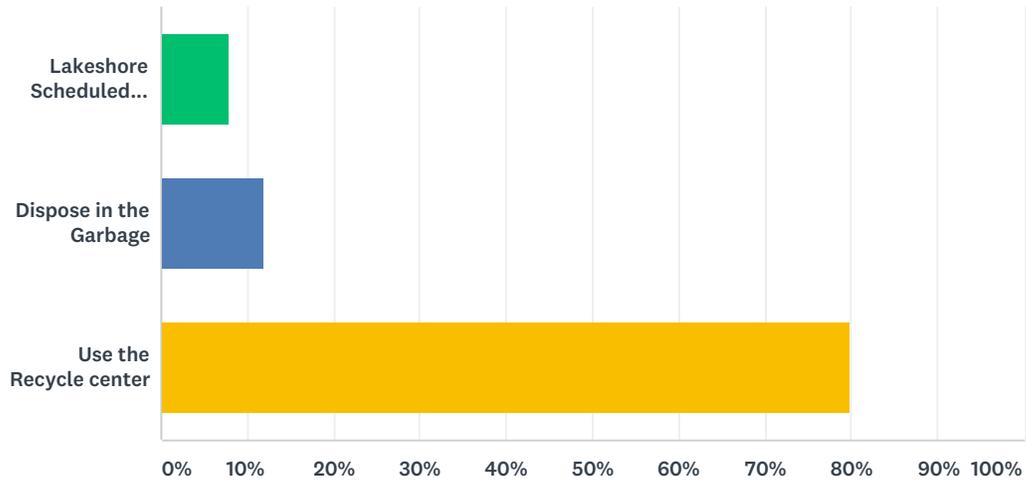
Answered: 25 Skipped: 78



| ANSWER CHOICES | RESPONSES |
|---|-----------|
| I use the recycle center as a business. | 16.00% 4 |
| I use the recycle center as a Valley County resident. | 92.00% 23 |
| I don't recycle or use a facility. | 4.00% 1 |
| Total Respondents: 25 | |

Q9 How do you currently dispose of your recycled materials?

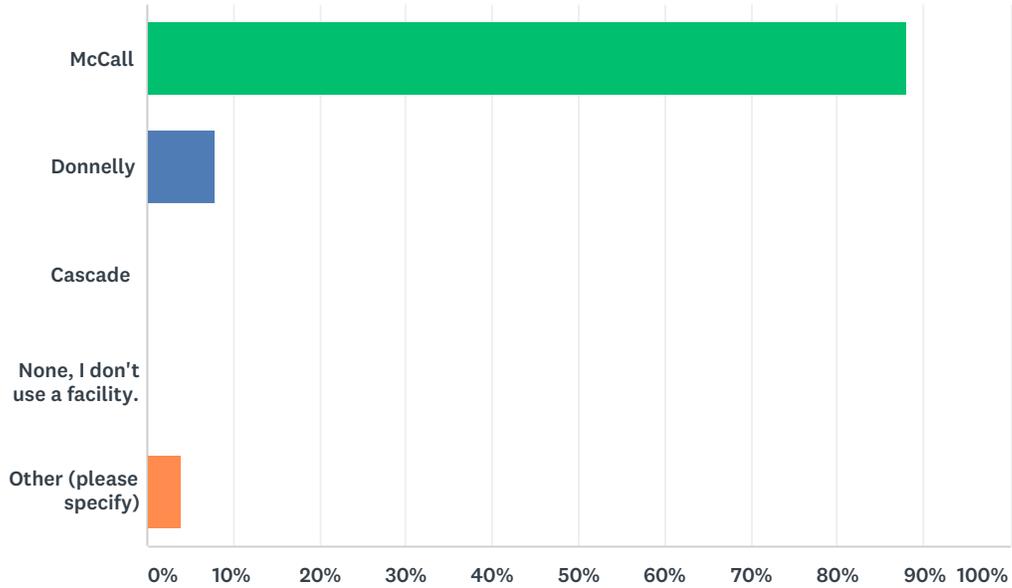
Answered: 25 Skipped: 78



| ANSWER CHOICES | RESPONSES | |
|----------------------------|-----------|-----------|
| Lakeshore Scheduled Pickup | 8.00% | 2 |
| Dispose in the Garbage | 12.00% | 3 |
| Use the Recycle center | 80.00% | 20 |
| TOTAL | | 25 |

Q10 Which recycle center do you use?

Answered: 25 Skipped: 78



| ANSWER CHOICES | RESPONSES | |
|-------------------------------|-----------|-----------|
| McCall | 88.00% | 22 |
| Donnelly | 8.00% | 2 |
| Cascade | 0.00% | 0 |
| None, I don't use a facility. | 0.00% | 0 |
| Other (please specify) | 4.00% | 1 |
| TOTAL | | 25 |

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 17-190
Meeting Date September 14, 2017**

AGENDA ITEM INFORMATION

| | | | | |
|---|----|-----------------------------|-----------------|--------------------------------|
| SUBJECT: <i>Updates on the Placement of Crossing Guards at Highway 55 and Railroad Avenue during the Summer Months, and the Protocol of the McCall Police Officers regarding Noise Complaint Calls at Short Term Rental Properties.</i> | | <i>Department Approvals</i> | <i>Initials</i> | <i>Originator or Supporter</i> |
| | | Mayor / Council | | |
| | | City Manager | <i>AW</i> | |
| | | Clerk | | |
| | | Treasurer | | |
| | | Community Development | | |
| | | Police Department | <i>AW</i> | Originator |
| | | Public Works | | |
| | | Golf Course | | |
| | | Parks and Recreation | | |
| | | Airport | | |
| | | Library | | |
| COST IMPACT: | NA | Information Systems | | |
| FUNDING SOURCE: | NA | Grant Coordinator | | |
| TIMELINE: | NA | | | |

SUMMARY STATEMENT:

The Police Chief will give a status update to Council on the testing phase of the placement of Crossing Guards at Highway 55 and Railroad Avenue during summer months. The Crossing Guards would ease traffic congestion in the area as well as assist with pedestrian traffic during the summer months.

Chief Williams will also brief Council on McCall Police Officer protocols regarding calls for service related to noise complaints, specifically noise complaints related to short term rentals.

RECOMMENDED ACTION:

No Action Required.

RECORD OF COUNCIL ACTION

| MEETING DATE | ACTION |
|---------------------|---------------|
| | |
| | |
| | |

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 17-189
Meeting Date September 14, 2017

AGENDA ITEM INFORMATION

| | | | | |
|---|-----|-----------------------------|-----------------|--------------------------------|
| SUBJECT: | | <i>Department Approvals</i> | <i>Initials</i> | <i>Originator or Supporter</i> |
| <i>Review of Lease Agreement with Michael Burn for the Golf Course Restaurant</i> | | Mayor / Council | | |
| | | City Manager | <i>HW</i> | Originator |
| | | Clerk | | |
| | | Treasurer | | |
| | | Community Development | | |
| | | Police Department | | |
| | | Public Works | | |
| | | Golf Course | | |
| | | COST IMPACT: | N/A | Parks and Recreation |
| FUNDING SOURCE: | N/A | Airport | | |
| | | Library | | |
| TIMELINE: | N/A | Information Systems | | |
| | | Grant Coordinator | | |

SUMMARY STATEMENT:

Historically the City has contracted with the Golf Professional to provide restaurant services at the Golf Course. Due to the seasonality of the Golf Course and the Golf Professional’s desire to close the restaurant 6 months of the year, the Council determined that it was in the City’s best interest to find a restaurateur that would be interested in running the restaurant operations 12 months a year. Council hired Dave Cadwell of Colliers Commercial Real-estate to assist with marketing the Golf Course Restaurant facility in the hopes of finding a professional restaurateur. Mr. Cadwell presented to staff two possible candidates for the restaurant operations of which a committee was formed to interview each candidate. At the August 25th Council Meeting Council directed staff to negotiate a Lease Agreement with David Byrne.

A first draft of a lease agreement is attached for the Council’s review. Staff is looking for direction on the amount of rent to be negotiated with Mr. Byrne. The goal is to have a completed Lease Agreement in place so that Mr. Byrne can take possession of the restaurant November 1, 2017.

RECOMMENDED ACTION:

Direction to staff regarding the rent provision of the attached lease agreement.

RECORD OF COUNCIL ACTION

| MEETING DATE | ACTION |
|---------------------|---------------|
| | |
| | |

**COMMERCIAL LEASE BETWEEN
CITY OF MCCALL AND
COUGAR RESTAURANT ENTERPRISES**

This COMMERCIAL LEASE (the "Lease"), made and entered into this ____ day of _____, 2017, is by and between COUGAR RESTAURANT ENTERPRISES, INC., with a principal place of business at 840 Bishop Boulevard, Suite 1008, Pullman, Washington ("Tenant"), and the CITY OF MCCALL, a Municipal Corporation, organized and existing under the laws of the State of Idaho ("City").

I. GENERAL CONDITIONS

- A. INITIAL TERM. The initial term of this Lease shall be five (5) years (the "Initial Term"), beginning November 1, 2017 (the "Commencement Date"), and ending October 31, 2022.
- B. ASSIGNMENT, SUBLEASE, OR LICENSE. Tenant shall not assign, sublease or license the Premises without the prior written consent of City, which consent may be granted, denied, or made conditional, in City's sole discretion.

II. USE

- A. PREMISES. City leases to Tenant, and Tenant agrees to lease from City, that certain premises located at the McCall Golf Course on the City of McCall City Golf Course in McCall, Idaho, and consisting of approximately 5000 rentable square feet (the "Premises") within the McCall Golf Course Clubhouse (the "Building"), as more particularly identified on Exhibit A attached hereto and incorporated herein. Tenant shall also have access to and use of the deck.
- B. PERMITTED USE AND PURPOSE. The Premises shall be used for the operation of a full-service restaurant with bar/lounge, for related activities such as special events, and for providing cafe and beverage service for users of the golf course, and for no other purpose without the express written consent of City.
- C. POSSESSION. Tenant shall be entitled to possession on or about November 1, and shall yield possession to City on the last day of the term of this Lease, unless otherwise agreed to by both parties in writing. City shall not be liable for any damages caused by failure to deliver possession of the Premises, and Tenant shall not be liable for rent until such time as City delivers possession. By entry on the Premises, Tenant acknowledges that it has examined the Premises and accepts the Premises in their then present condition. Taking of possession of the Premises by Tenant shall be conclusive evidence the Premises were, on that date, in acceptable condition, except as otherwise noted by Tenant in writing to City within ten (10) days.

D. **EXCLUSIVE USE.** Tenant shall enjoy exclusive and sole use of the Premises consistent with the stated Purpose. Tenant shall promptly comply with all laws, ordinances, orders, rules, or regulations of all applicable governmental authorities in its use of the Premises, including environmental laws. Tenant shall observe such rules and regulations as may be adopted by City from time to time for the safety, care and cleanliness of the Premises. Tenant shall not do or permit to be done in or about the Premises any activity which may be deemed illegal or a nuisance, which may endanger persons or property, or which disturbs other tenants or neighbors of the building in which the Premises are located. Tenant shall not use the Premises in any manner that would render the insurance risk on the Premises as more hazardous.

E. **COMMON AREAS.**

1. Common Areas for the Premises ("Common Areas") consist of all improvements, facilities, utilities, installations and equipment forming part of the Building, (which may be altered, reconstructed, expanded or withdrawn from and added to from time to time), but excluding those lands, improvements, facilities, utilities, installations and equipment which are designated by City for exclusive use by City or leased to other tenants of the Building. Common Areas include, without limitation, the exterior walls, floors of all improvements, interior hallways, truck courts, loading areas and elevators, electrical systems and equipment, heating, ventilating, air conditioning, plumbing, drainage and other mechanical systems and equipment, general signs and information facilities, public washrooms, and trash disposal and recycling facilities.
2. The control, general cleanliness, operation, repair and maintenance of the Common Areas and any changes thereto shall be subject to City's or City's contractor's sole management and control, and the expenditures therefor shall be at the sole discretion of the City or City's Contractor. Tenant's non-exclusive use of the Common Areas shall be subject to such reasonable rules and regulations as may from time to time be deemed advisable in City's sole discretion.
3. Any damage to the Common Areas caused by any act or omission of Tenant, its agents, employees, or invitees, shall be paid by Tenant promptly upon demand.

F. **TENANT'S USE OF COMMON AREAS.** The non-exclusive right granted to Tenant may be exercised only during the business hours which pertain under this Lease, and are subject to rules and policies of the City and to the other provisions of this Lease. From time to time, City may, in its sole discretion, permit portions of the Common Area to be used exclusively by specified tenants, licensees, or other persons. From time to time, City may place or permit kiosks, stalls, pushcarts or other merchandising or promotional facilities in any place in the Common Areas provided that such kiosks, stalls, pushcarts or other facilities are not placed immediately adjacent to the Premises so that they unreasonably interfere with Tenant's use of the Premises. Tenant shall not, except to the extent permitted by City during any general promotional event or as may be otherwise specifically allowed by City in writing, keep or display any merchandise or other thing on or about the Common Areas or otherwise obstruct the Common Areas.

- G. QUIET ENJOYMENT. As of the Commencement Date of this Lease, Tenant shall have the right to peaceably and quietly enjoy the Premises and all rights, easements, covenants, and privileges belonging or in any way pertaining thereto, during the Initial Term and any Renewal Term of this Lease. City's use of the Building other than the Premises, including but not limited to expansion or modifications to the Building, shall not be deemed to be a disruption of Tenant's quiet enjoyment, nor a constructive eviction.
- H. USE OF PREMISES BY THE CITY FOR MEETINGS: The City may use a portion of the restaurant for meetings without charge. Said meetings will not be deemed to cause a disruption to the Tennant. Notice of such meetings shall be given by the City as soon as they are scheduled and such meetings will be rescheduled by the City if prior reservations have been made of Restaurant use.
- I. ACCESS. City may enter the Premises at all reasonable times for the purposes of inspecting, repairing, altering, or improving the Premises. In addition, City may enter the Premises during normal business hours for the purpose of showing the Premises to prospective tenants for a period of ninety (90) days prior to expiration of the then-applicable term.
- J. PARKING. City does not provide Tenant with any reserved parking at the Premises or elsewhere as a part of this Lease. City does provide general first-come, first-served parking for clientele of the McCall Golf Course and Tenant and Tenant's employees shall be entitled to use such parking incident to this Lease.

III. RESTAURANT OPERATIONS

- A. The Tennant shall have the exclusive right to operate the Restaurant and catering services, which shall include performing the following duties, as well as other duties necessarily implied herein:
 - 1. To hire, fire, and supervise all Restaurant employees engaged in the operation of the business of the Restaurant, to include bartenders, wait persons, bus and cleaning persons (except such as are furnished by caterers contracting with persons reserving the building for an event, provided the Tennant approves use of the facility for a catered event); to be responsible for salaries and benefits and ensure compliance with all state and federal labor laws including FICA, state and federal income tax withholding, unemployment insurance and workman's compensation insurance;
 - 2. To furnish the City with a Certificate of insurance evidencing Workman's Compensation Insurance for its employees; to provide \$500,000 single limit insurance in the following categories: general liability, products (food and drink), maintenance, and liquor liability; to provide \$10,000 cash loss, theft or embezzlement bond or insurance; and to provide a Certificate of Insurance evidencing such insurance and the naming of the City as an additional insured on all such policies;

3. If the Tennant elects to accept credit cards, to request proof of identity of the cardholder submitting the card if that identity is not already known;
 4. To provide the necessary food, beverages and consumable supplies used in the business of Restaurant and to operate the bar;
 5. To determine the prices to be charged for food and drink served in Restaurant, none of which prices shall be stated to include sales tax;
 6. To comply with all terms of the Special Use (Conditional Use) Permit for the golf clubhouse, insofar as relates to operations of the Restaurant;
 7. To, operate the Restaurant 12 months a year, with June, July, August, and September at a minimum of 9:00 AM until 7:00 PM seven days a week. The balance of the year the Restaurant shall be operated with the intent of satisfying golfer needs while maintaining a positive cash flow monthly. The Tennant is responsible for handling all bookings and coordinating services; to handle all reservation- making for the use of the Restaurant or Clubhouse. During the times, if any that the Course is closed by weather or other causes beyond the Tennant's control; the Tennant may in its discretion close the Restaurant. The Tennant shall obtain at its own expense any menus not on site;
 8. To provide fresh drinking water to golfers at no less than 5 locations on the Course using City provided containers;
 9. To reasonably ensure employees and patrons do not smoke while in the building;
 10. To reasonably ensure that employees do not consume alcohol while working;
 11. To ensure all employees are dressed professionally, are clean, courteous, efficient, and neat in appearance and are health certified for food handling and preparation;
 12. The Tennant may, at its sole discretion, offer complimentary staff meals, and complimentary food and beverage to select guests as a promotional tool.
- B. **NONDISCRIMINATION.** Tenant certifies it will not discriminate in employment on the basis of race, color, religion, gender, sexual orientation (to include gender identity), national origin, Veteran status or physical or mental disability in regard to any position for which the employee is qualified, in compliance with:
1. Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein;
 2. Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; and

3. The Americans with Disabilities Act of 1990, as amended.

Tenant agrees it will not maintain facilities which are segregated on the basis of race, color, religion or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding its programs, services, activities and employment practices.

- C. PERMITS AND LICENSES. Tenant shall obtain and maintain during the existence of this Lease all licenses and permits as may be required by law to operate its business in the Premises. This includes a City of McCall Business License and State, County, and City Liquor License. Please note that upon expiration or termination the ownership of said liquor license reverts back to the City to be issued by any successor.

IV. FACILITY IMPROVEMENTS AND MAINTENANCE:

- A. ACCEPTANCE AND CARE OF PREMISES. The Tenant shall ensure that the facility is kept clean and attractive, including maintaining upstairs lobby, deck and restrooms as well as providing towels, tissue, soap and other supplies, to include cleaning all furniture, fixtures and appliances devoted to Restaurant use, including the interior walls and floor coverings, normal wear and tear excluded. If Tenant fails to keep the Premises neat and clean and in good condition and repair, City may at its option cause the Premises to be put into good condition and repair and in such case Tenant shall pay the cost thereof. At the expiration or earlier termination of this Lease, Tenant, agrees to deliver possession of the Premises in as good condition as when received from City, excepting such ordinary wear and tear as is not inconsistent with Tenant's maintaining the Premises in good, clean, tenantable condition.
- B. JANITORIAL. Tenant shall provide and pay for such janitorial service to the Premises as may be necessary to maintain the Premises in a clean and sanitary condition.
- C. REPAIRS.
 1. Tenant shall coordinate with City for the routine maintenance and repair of all nonstructural and interior components of the Premises (including glass doors and windows), and Tenant shall be charged for all such maintenance and repair services provided by the City at the then-prevailing hourly rate of City's Facilities Operations Department.
 2. Tenant shall be responsible for maintenance, repair and replacement of all specialty equipment, fixtures, and furniture used or supplied by it in the operation of its business on the Premises.
 3. City shall maintain and repair at its cost the roof, structural components of the building exterior walls, structural parts of the floors and the exterior components of the Premises (excluding glass doors and windows). Tenant shall immediately give City written notice of need for repair of items which City is obligated to maintain and repair, after

which City shall have a reasonable opportunity and time to repair same. City's liability with respect to any repairs or maintenance for which City is responsible under any of the provisions of this Lease shall be limited to City's cost of such repairs or maintenance.

4. Notwithstanding the foregoing allocation of responsibility for repair and maintenance, Tenant shall bear the expense of any damage to the Premises (whether caused to roof, structure, walls; or any other portion of the Premises) caused by Tenant, its officers, employees, agents or invitees. City shall repair, at its expense, any damage to the Premises caused by City, its officers, employees or agents.

D. DAMAGE OR DESTRUCTION.

1. If the Premises or the Building are damaged or destroyed by fire or other casualty, City shall, at its option, repair the Premises as nearly as practicable to the same condition as prior to such damage or destruction, with the exception of tenant improvements, alterations and trade fixtures, the restoration of which shall be the Tenant's sole obligation and expense. The City's and Tenant's obligations to repair provided in this paragraph shall be subject to the termination rights provided below.
2. Total destruction of the Premises shall automatically terminate this Lease.
3. If in the City's reasonable estimation, the Premises are not totally destroyed but cannot be repaired within one hundred eighty (180) days of the date of damage or destruction of me, City shall give written notice to Tenant estimating the length of time necessary to complete such repairs, and Tenant shall have fourteen (14) days thereafter to elect to terminate this Lease by written notice to City. If Tenant does not elect to terminate within fourteen (14) days, Tenant shall be deemed to have irrevocably waived its rights of termination under this paragraph. If the Premises or the Building are destroyed or damaged to such an extent that City deems it is not economically practical to repair the same, in City's sole discretion, then City shall give Tenant notice to that effect and terminate this Lease effective as of the date of the damage or destruction.
4. If Tenant does not have the right to terminate, or has the right but does not elect to terminate, and if City elects to repair such damage, repairs shall commence as soon as possible after the occurrence of such damage and after Tenant has irrevocably waived its rights of termination under this paragraph, if any such rights apply. City shall not be liable for lost profits or other consequential damages of Tenant resulting from any casualty damage.
5. If damage or destruction to the Premises or the Building occurs within the last 12 months of the term of this Lease or any extension or renewal hereof, City may, in its sole discretion, terminate this Lease by delivery of notice to Tenant within thirty (30) days after the date the City is advised of the damage or destruction.

- E. **TENANT IMPROVEMENTS.** The Tenant accepts the Restaurant in its present condition, after complete inspection of the same. The Tenant shall furnish the City a dated inventory, signed by the Tenant, of all equipment and fixtures found by the Tenant at the Restaurant when taking inventory in anticipation of possession. The Tenant may remove City-owned fixtures and appliances at the Tenant's expense, and replace them with equal or better also at its expense, provided the Tenant first obtains the written consent of the City Manager as to the change and as to storage or disposition of City property.

Any improvements or repairs or alterations undertaken by Tenant during the Initial Term or any Renewal Term of this Lease shall be at the expense of the Tenant and be performed in such a manner and during such hours as City may designate so as to minimize disruption to other tenants of the Building. Any such improvements by Tenant shall require City's prior written approval, which approval shall not be unreasonably conditioned, withheld, or delayed.

V. RENT:

- A. **MONTHLY RENT AND OTHER CHARGES.** Tenant shall pay to City in advance on the fifth (5th) day of each calendar month during the Initial Term, without demand, and without deduction or offsets, to the address set forth in Paragraph D below.

Tenant's Monthly Rent for the Initial Term shall be an incentive-based rent equal to **eight percent (8%) or nine (9%)** of Tenant's gross monthly receipts for the preceding month. Monthly Rent for the first month of the Initial Term shall be estimated by Tenant. If, in any fiscal year, Tenant's gross annual receipts exceed \$500,000, Tenant's Monthly Rent for the remainder of that fiscal year shall be reduced to six percent (6%) of gross monthly receipts for any amounts exceeding \$500,000. "Gross Monthly Receipts" and "Gross Annual Receipts" shall be defined to mean all gross revenues received by Tenant from the sale of food; beverages and other products sold on the Premises, the Golf Course, and any off premises catering for that particular period. Gross Receipts shall not include tips, charges for City of McCall sales tax or other tax imposed by any public body on the sale of the goods and services provided by Tenant.

Tenant shall include with each payment of Monthly Rent to City an itemized accounting of Tenant's gross monthly receipts for the prior calendar month and their Local Option Tax collected along with the corresponding voucher.

- B. **LATE PAYMENT FEE.** Tenant acknowledges that late payment by Tenant of Base Rent and/or other sums due will cause City to incur costs not contemplated by this Lease, the exact amount of which costs would be extremely difficult to ascertain. Accordingly, a late charge equal to 10% of such overdue amount or \$200.00, whichever is greater, will be imposed if Base Rent and/or other charges have not been received by City by 5:00 p.m. on the fifth (5th) day of the calendar month in which payment is due at the address shown in paragraph D below. ("ADDRESS FOR RENT PAYMENTS"). Any rent payment which is made late shall be accompanied by Tenant's payment of such late fees. In addition, Tenant

will be assessed a service fee of not less than \$25.00 for any check which is returned as NSF (non-sufficient funds).

- C. **INTEREST ON PAST DUE AMOUNTS.** Any amounts owing from Tenant to City under this Lease shall bear interest at the higher of the statutory judgment rate then prevailing in City of City of McCall, or 12% per annum, calculated from the due date of such payment. This interest is in addition to late charges otherwise provided for in this Lease.
- D. **ADDRESS FOR RENT PAYMENTS.**
City of McCall
216 East Park Street
McCall, ID 83638
- E. **SECURITY DEPOSIT.** Tenant shall pay \$5,000 upon execution of this Lease as security for the performance of Tenant's obligations hereunder. This deposit shall not bear interest for Tenant's benefit. If Tenant defaults in performance of any of Tenant's obligations hereunder, City may apply the whole or any part of the security deposit toward City's costs resulting from the default and toward remedying such default. Within ten (10) days after notice of any such application, Tenant shall restore the amount on deposit to its original balance. Any balance of the security deposit shall be returned to Tenant within thirty (30) days after termination or expiration of this Lease, after full satisfaction of Tenant's obligations hereunder.
- F. **PRO RATA ADJUSTMENTS.** Rent for any partial month shall be adjusted on a pro rata basis.
- G. **CONTINUOUS OPERATION AND HOURS OF BUSINESS.** Tenant shall commence operation of its business in the Premises within 90 days of this Lease. Thereafter, Tenant shall continuously, and without interruption, operate its business in the Premises during those days and hours as agreed upon between Tenant and City and as may be modified from time to time based on the mutual consent of the parties. Tenant and City shall meet no less than annually to reassess the hours of operation of Tenant's business to most effectively serve the Golf Course clientele and community. The covenant of continuous operation shall not apply during any period when Tenant's business is temporarily discontinued by reason of acts of God, governmental requirement, fire, flood, strikes, or as City and Tenant may agree upon in writing. Failure of Tenant to operate its business as required under this section shall constitute a default under this Lease, and may result in termination of the Lease after thirty (30) days' prior written notice. If Tenant fails to commence its business operations or to remain open for business as required by this Section, City shall have, in addition to any and all other remedies, the right at its option to collect not only the Monthly Rent and Local Option Tax provided, but such additional rent ("Additional Rent") at the rate of one fifteenth (1/15) of the Monthly Rent for each and every day or partial day that shall fail to conduct its business.

VI. UTILITIES AND SERVICES.

- A. **UTILITIES:** The Professional shall assume full responsibility and expense for all private telephone service, electrical or gas cart service, and routine cleaning of cart storage areas. The Professional shall also assume responsibility of his personal taxes, merchant invoices, and all other liabilities with respect to his operation of the clubhouse. The Professional will be responsible for expenses associated with electric, water and sewer utility, and trash services as outlined below.
1. **Electric Service:** The City will pay in full all monthly invoices for electric services serving the Clubhouse (Restaurant and Pro-shop) then later invoice a proportional cost allocated to the Tennant as defined within this paragraph. During the period of each year when the McCall Golf Course is open for use by the public, the Tennant will be responsible for fifty percent (50%) of the monthly invoiced amount for electric service. If the clubhouse restaurant is operated when the Golf Course is closed each year, then the Tennant will be responsible for seventy percent (70%) of electric cost during the closure period. If the restaurant is not operated when the McCall Golf Course is closed each year, then the Tennant is responsible for fifty percent (50%) of the cost during this period. The aforementioned percentages will be pro-rated to the date of opening or closure of the Golf Course and/or restaurant.
 2. **Water and Sewer Utility:** The Tennant will be responsible for fifty percent (50%) of total water and fifty percent (50%) of total sewer utility expense, which includes base rate and usage, associated to the Golf Course clubhouse.
 3. **Trash Option 2.** The Tennant will provide and pay for trash services at the restaurant facility suitable for services being provided under the terms of this agreement. The City Manager will have sole authority to deem services as suitable. Provision of trash services can be negotiated and split, if desired by the Tennant, with the Golf Professional.
 4. The Tennant, City of McCall, or Golf Professional may request, in writing, a review of the utility cost share outlined above. Any amendments to this agreement to alter the cost share outlined must be agreed upon and approved by the City of McCall, Tennant, and Golf Professional.
- B. **SUPPLIES:** The Tennant shall provide at his expense, supplies and tools necessary for carrying out his maintenance responsibilities, including light bulbs, soap, paper products and like consumables.
- C. **CITY GENERAL OBLIGATIONS:** The City shall be responsible for all facility and ground maintenance and repair not otherwise required to be performed by the Tennant, including maintenance of building siding, roofing, windows, decking, stairways, etc. as well as routine cleaning and inspection of the fire suppression system, electrical, plumbing and any structural matters, upkeep of landscaping, turf conditions, and paving.

The City does not guarantee an uninterrupted supply of water, or electric current; nor does the City guarantee uninterrupted service in providing any utilities. The City shall not be liable to the Tenant for any loss, damage, cost or expense which may result from the interruption or failure of any utility services.

VII. TENANT INSURANCE.

For the duration of the term of the Lease, Tenant shall maintain at its sole expense the following insurance policies:

- A. "Special" form (all-risk) property insurance policy covering all of Tenant's improvements, alterations, trade fixtures and personal property in, on or about the Premises; on a 100% replacement cost basis. In the event of loss, the proceeds of any such policy shall promptly be used by Tenant for the restoration of its improvements, alterations and trade fixtures and the replacement of its personal property;
- B. Commercial general liability and professional liability policy, including liquor liability, with limits of not less than \$1,000,000 per occurrence;
- C. Commercial liquor liability policy with limits of not less than \$5,000,000 per occurrence;
- D. Automobile liability policy with limits of not less than \$1,000,000 per occurrence, covering all owned, non-owned and hired autos; and
- E. Workers' compensation and employers' liability insurance with limits as required by law.
- F. All such insurance shall be issued by carriers acceptable to City, shall name City as an additional insured and permit recovery on such policies by City on a primary, non-contributing basis, and shall contain a provision whereby the carrier agrees not to cancel or modify the insurance without forty-five (45) days' prior written notice to City. Proof and certificate of such coverage shall be delivered to City prior to commencement of this Lease and annually thereafter upon renewal of the policies. Tenant shall be solely responsible for payment of premiums, deductibles and co-payments. If Tenant fails to procure or maintain the insurance required by this Section, City may (but is not required to) obtain and maintain insurance for protection of its own interest, and all premiums paid or payable by City therefore shall be deemed to be additional Rent and shall be due on the payment date of the next installment of Rent under this Lease. Tenant's failure to obtain or maintain any insurance required under this Lease shall constitute a material breach of the Lease. Tenant agrees to waive subrogation against City.

VIII. HAZARDOUS MATERIALS.

Tenant shall not receive, store, use or dispose of any product, material or merchandise which is toxic, explosive, highly flammable or classified by law as hazardous. Tenant shall defend and hold harmless City from and against any and all claims, liabilities, losses, damages, cleanup costs and expenses (including reasonable attorney's fees) arising out of or in any way related to the presence,

storage, use, transportation, disposal or handling of any hazardous materials in; on or about the Premises resulting from the acts or omissions of Tenant. Tenant shall not release any Hazardous Substances any flammable, explosive, toxic, carcinogenic, mutagenic, or corrosive substance or waste, including volatile petroleum products and derivatives, other than those materials which are technically within the foregoing definition but which are contained in prepackaged office supplies, cleaning materials, personal grooming items or other items which are sold for consumer or commercial use and typically used in other similar buildings or space at, on or in the Premises.

IX. EXPIRATION OR TERMINATION OF LEASE

- A. **TERMINATION FOR CONVENIENCE.** After expiration of the Initial Term and upon at least six (6) months prior written notice, either party shall have the right to terminate this Lease for convenience.
- B. **DEFAULT.** The occurrence of any one or more of the following events shall constitute a material default and a breach of this Lease by Tenant:
1. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due;
 2. The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of the Lease;
 3. The appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in the Lease where possession is not restored to Tenant within thirty (30) days, or
 4. The attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days. All notice and cure periods set forth above are in lieu of and not in addition to any notice required pursuant to applicable laws, codes and ordinances.
- C. **NOTICE OF DEFAULT.** If Tenant defaults in any payment of rent or any other charges due hereunder, or defaults in the performance of any of the covenants or conditions of this Lease, City may give to Tenant notice of such default. If Tenant does not cure all defaults relating to payment of rent and other charges within three (3) days after the date of such notice, or does not cure all other defaults within ten (10) days after the date of such notice (or if such default is of a nature that it cannot be completely cured within that ten day period, if Tenant does not substantially commence such cure within the ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then City may elect to terminate this Lease by notice, by lawful entry or otherwise.
- D. **NONCURABLE DEFAULTS.** If Tenant, three (3) times within any twelve (12) month period, is in default under any provision or provisions of this lease and receives a notice of default from City, then regardless of whether such defaults are or have been timely cured,

the fourth such default (even if of a different nature) shall constitute a non-curable default and City shall be entitled to terminate this Lease by giving thirty (30) days' written notice to Tenant.

E. **REMEDIES AND REENTRY.** In the event of default by Tenant, City shall have the remedies described in this Paragraph, in addition to any remedies now or later allowed by law. All rights of City enumerated herein shall be cumulative, and none shall exclude any other right or remedy allowed by law of in equity, and all of the following may 'be exercised with or without legal process as then may be provided or permitted by tile laws of the State of Washington . City may terminate Tenant's right to possession at any time in the event of Tenant's default. Upon termination of Tenant's right to possession, City has the right to recover from Tenant:

1. the worth at the time of award of any unpaid Rent and other charges which had been earned at the ,time of termination of Tenant's right to possession plus
2. the worth at the time of award of the amount by which the unpaid Rent and other charges which would have been earned after the date of termination of Tenant's right to possession until the time of the award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
3. the worth at the time of award of the amount by which the unpaid Rent and other charges for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus
4. all other amounts, including expenses of reletting, court, brokerage, attorney and collection costs, necessary to compensate City for all detriment proximately caused by Tenant's default.

"The worth" as used for items (1) and (2) in this paragraph is to be computed by allowing interest at the lesser of 12% or the maximum rate an individual is permitted to charge by law. "The worth" as used for item (3) in this paragraph is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of termination plus one percent (1%). :

In the event of any default by Tenant, City shall also have the right, with or without terminating this Lease, to reenter the Premises and remove all persons and property from the Premises at Tenant's expense. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant or disposed of in a reasonable manner by City. No reentry or taking possession of the Premises by City pursuant to this Paragraph shall be construed as an election to terminate this Lease unless a written notice of .such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction.

F. **REMOVAL OF PROPERTY.** Tenant shall remove all of its personal property and Tenant's signage from the Premises upon expiration or earlier termination of this Lease. Title to any

personal property remaining on the Premises ten (10) days thereafter shall be deemed to have been conveyed by Tenant to City, and City may dispose of such personal Property in its sole discretion. Tenant agrees to reimburse City for actual costs and expenses incurred to remove or dispose of such personal property and signage within thirty (30) days after receipt of invoice for same.

- G. **HOLDOVER.** If the Tenant continues to occupy or hold the Premises after expiration of the Initial Term or any Renewal Term, such occupancy shall constitute a month-to-month tenancy subject to all of the terms of this Lease, except the Base Rent, which shall be automatically, and without notice, accelerated to 150% of the rent applicable to the immediately preceding term, plus Leasehold Excise Tax. Any such holdover tenancy may be terminated as provided by law. City also reserves the right to claim such damages as may accrue due to Tenant's holding over, which may exceed the amount of Base Rent and Leasehold Excise Tax otherwise applicable to the holdover period.
- H. **TENANT'S LEASED FIXTURES OR EQUIPMENT.** Upon expiration or termination of this Lease, Tenant shall terminate all leases for fixtures or equipment on the Premises.
- I. **OWNERSHIP AND REMOVAL OF ALTERATIONS, IMPROVEMENTS & FIXTURES.** Title to the initial tenant improvements provided by City as set forth on Exhibit B shall remain with City upon termination of this Lease. Title to any other alterations and improvements performed by Tenant during the existence of this Lease shall remain with City upon termination of this Lease, unless otherwise agreed by the parties. Before expiration or earlier termination of the Lease, Tenant shall notify City of its intent to vacate, and City shall instruct Tenant which, if any, alterations and improvements made by Tenant must be removed at Tenant's expense before the termination of the Lease. If any alterations and improvements which Tenant is instructed to remove are not so removed by Tenant, Tenant shall reimburse City the cost of removal of such alterations and improvements. During the Initial Term or any Renewal Term of the Lease, Tenant may install on the Premises trade fixtures and equipment as are customarily used in the type of business conducted by Tenant on the Premises. Title to such trade fixtures and equipment shall remain with the Tenant, unless otherwise agreed by the parties. Upon termination of this Lease, Tenant shall remove such trade fixtures and equipment and repair any damage to the Premises or Building caused by such removal.

X. INDEMNIFICATION.

Each party shall indemnify and hold the other harmless from and against any damage, loss or liability from injuries to persons or property arising from negligent acts of their respective agents, officers and employees. Tenant shall protect, defend, indemnify and hold City harmless from and against any and all claims, debts, demands, obligations, losses, liens, damages, judgment or liabilities now or hereafter arising from Tenant's use of the Premises, the design, development, construction, operation, maintenance or repair of the Premises or the conduct of Tenant's business or from any activity, work or thing done, permitted or suffered by Tenant or any person in or about the Premises and shall further protect, defend, indemnify and hold the City harmless from and against any and all claims arising from any breach or default in the performance of any obligation

of Tenant under this Lease. The foregoing indemnifications shall survive the expiration or other termination of this Lease. These indemnities are, for the sole benefit of City and Tenant and shall not inure to the benefit of any third party.

XI. MISCELLANEOUS:

- A. **SIGNS.** Tenant shall not cause or permit the display of any sign, notice or advertising in or about the Premises without the prior written consent of City. City shall have sole discretion whether to approve or disapprove any such signage. Tenant shall remove, at its sole expense, all of its signs or other advertising on or about the Premises prior to vacating the Premises, and shall repair any damage to the Premises or Building caused by such removal.
- B. **BOOKS & RECORDS.** City shall have access to and the right to audit Tenant's books and records for the purposes of tracking the Monthly Rent and to verify the accounting from Tenant with each payment of Monthly Rent. The Tennant shall cooperate with the City's Auditors.
- C. Business financial information furnished to City by the Tennant shall be confidential and protected from disclosure as allowed under I.C. § 9-340. Such information may be made available by City to the City Manager, City Treasurer, City Attorney, and City Auditors. In the event of termination of this Agreement by either party, the most recent two years of financial data shall be provided by the Tennant to the top five incoming candidates as identified by the City. If the Tennant is unavailable, the City will release the summary information relating to sales and expenses.

D. ADDRESSES FOR NOTICES.

Tenant:
Cougar Restaurant Enterprises
840 Bishop Blvd., Suite 1008
Pullman WA 99163
Phone: :(509) 334-3663

City:
City of McCall City
216 East Park Street
McCall, ID 83638
Phone: (208)634-7142
Fax: (208)634-3038

- D. **BROKERS.** City and Tenant agree that neither party has retained a broker or finder with respect to this transaction. Tenant agrees to defend and hold harmless the City from and against any commissions or other fees claimed by any broker or finder asserting they have represented Tenant.
- E. **LIENS.** Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. If a lien is filed, Tenant shall cause the same to be discharged of record within thirty (30) days. The provisions of this paragraph shall survive the term and a y holdover of this Lease.

- J. **TIME OF THE ESSENCE.** Tenant's performance of its obligations under this Lease is a condition as well as a covenant. Time is of the essence in the performance of all conditions and covenants.
- K. **NON-WAIVER.** The failure of either City or Tenant to insist upon strict performance of any of the covenants and agreements of this Lease shall not be construed as a waiver thereof. Waiver of a particular breach or default shall not be deemed to be waiver of any subsequent breach or default.
- L. **NOTICES.** Notices under this Lease shall be in writing and delivered in person, sent by registered or certified mail or via facsimile transmission to the parties at their respective addresses as set forth above, or to such other place as may hereafter be designated by either party in writing, effective three (3) days after the postmark date.
- M. **GOVERNING LAW.** This Lease shall be governed by the laws of the State of Idaho, with venue lying in the City of McCall, Valley County.
- N. **AUTHORITY TO EXECUTE.** If Tenant is a corporation, association, limited liability entity, partnership or government agency, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such entity, and that this Lease shall be binding upon said entity in accord with its terms.
- O. **FORCE MAJEURE.** In the event either party is delayed or prevented from performing any of its respective obligations under this Lease by reason of acts of God, governmental requirement, fire, floods, or strikes, then the time period for performance of such obligation shall be extended for the period of such delay.
- P. **ENTIRE AGREEMENT AND INTERPRETATION.** There are no oral agreements affecting this Lease, and this Lease, together with its Exhibits, supersedes and cancels any and all previous negotiations, arrangements, letters of intent, lease proposals, brochures, agreements, representations, promises, warranties and understandings between the parties as stated by, including but not limited to, Tenant's agent(s), or employee(s). No alteration, amendment, change or addition to this Lease shall be binding upon either party unless reduced to writing and signed by both parties. This Lease has been submitted to the scrutiny of all parties and their counsel, if desired, and shall be given a fair and reasonable interpretation, without consideration or weight being given to its having been drafted by any party or such party's counsel.
- Q. **COUNTERPARTS:** This Lease may be executed in counterparts and each counterpart constitutes an original document.

XII. EXECUTION:

This Agreement is executed for the City by the Mayor, attested to by the City Clerk, with the imprinted seal of the City and executed by Allan Morrison, the Professional.

DATED this ____ day of _____, 2017.

Michael Byrne

STATE OF IDAHO)
: ss
County of Valley)

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Byrne, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires: _____

DATED this ____ day of _____, 2017.

CITY OF MCCALL
Valley County, Idaho

Jackie J. Aymon, Mayor

ATTEST:

BessieJo Wagner, City Clerk

STATE OF IDAHO)
: ss
County of Valley)

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Jackie J. Aymon, Mayor of the City of McCall, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires:_____

Description/Floor Plan/Site Plan of Premises and Building [To be added when finalized]

EXHIBIT B

Description of Initial Tenant Improvements Provided By City [To be added when finalized]

UPCOMING CITY COUNCIL MEETINGS

THE FOLLOWING DATES ARE TENTATIVE FOR THE PUBLIC HEARING-**Special Work Session**

(Date and times to be determined)

September 21, 2017 – Legion Hall

September 22, 2017 – Legion Hall

September 25, 2017 – 6:00 pm, Legion Hall

September 26, 2017 – 6:00 pm, Legion Hall

1. *PUBLIC HEARING – FY17 Budget Amendment (Linda)5min*

September 28, 2017 – 5:30 pm, Legion Hall – Regular Council Meeting

1. *Work Session:*
2. *Tree Advisory Committee Annual Report (Kurt)*
3. *Treasurer’s Report (Linda) **Consent***
4. *Contract for the Golf Restaurant(BessieJo)*
5. *Gail Recognition of Service (Linda)*
6. *PUBLIC HEARING Continued - CUP Conifer Lodge*
7. *Final Plat – Silverpine Village – not a public hearing(Delta)*
8. *Records Destruction Resolution (Shay)*
9. *Parks & Recreation Advisory Committee Annual Report (Kurt)20min*
10. *City Attorney Contract renewal – White Peterson (BessieJo) **Consent***
11. *Lakeshore Disposal Solid Waste CPI Adjustment Request (BessieJo) 10min*
12. *October as National Arts and Humanities Month (Shay)*

September 29, 2017 – 9:00 am11:00, Legion Hall – **Special Work Session**

- 1.

October 4, 2017 – 5:30 Legion Hall - **Special Work Session**

1. *Comp Plan presentation / Transportation Master Plan presentation*

October 12, 2017 – 5:30 pm, Legion Hall – Regular Council Meeting

1. *Monthly Department Reports/Committee Minutes*
2. *Senior Center Lease Review*

October 26, 2017 – 5:30 pm, Legion Hall – Regular Council Meeting

1. *Work Session:*
2. *McCall Redevelopment Agency Annual Report(Michelle)*
3. *Treasurer’s Report (Linda) **Consent***
- 4.

October 27, 2017 – 9:00 am11:00, Legion Hall – **Special Work Session**

- 1.

October 30, 2017 – 6:00 Legion Hall - **Special Meeting – EXECUTIVE SESSION**

1. *Recommendation of City Manager Candidates from Peckham & McKenney*

November 9, 2017 – 5:30 pm, Legion Hall – Regular Council Meeting

1. *Monthly Department Reports/Committee Minutes*

2. *Citizens' request for street paving – Welty, Russell (Nathan)*

November 16, 2017 – TBD Legion Hall - Special Meeting

1. *Finalist Interviews for City Manager*

November 30, 2017 – 5:30 pm, Legion Hall – Regular Council Meeting

1. *Work Session:*
2. *Historic Preservation Commission Annual Report(Michelle)*
3. *Treasurer's Report (Linda) Consent*
- 4.

December 1, 2017 – 9:00 am11:00, Legion Hall – **Special Work Session**

1. *Water Master Plan/Transportation Master Plan*

December 14, 2017 - 5:30 pm, Legion Hall – Regular Council Meeting

December 28, 2017 - 5:30 pm, Legion Hall – Regular Council Meeting

December 29, 2017 – 9:00 am11:00, Legion Hall – **Special Work Session**

1. *Downtown Core Preliminary Design*

To be Scheduled:

1. *Water Policy Resolution (Nathan Stewart)*
2. *MCC Title 6 Re-write (Nathan Stewart)*
3. **Public Hearing** –*Public Works Fee Schedule Changes*
4. *Fee Schedule review(Linda & BessieJo) (in connection with budget)*
5. *Strategic Plan 101 Work Session (Linda)*
6. *Records Retention Policy update (BessieJo)*
7. *Investment Policy update*
8. *Deinhard Lane as Alternative Route Discussion (Michelle and PW)*
9. *Transportation Plan Discussion*
10. *Continuous Billing Code Amendment First Touch (Linda)*
11. *Parking Ordinance (Justin)*
12. *Resolution Alcohol Free Parks 4th of July*
13. *Work Session – Budget Priorities (Linda) MAY??*
14. *City Campus Facilities Timeline*
15. *Senior Center Lease*
16. **Joint with Library Board** *Presentation by Jim McNall ICRMP – Library Board vs Council responsibilities for Public Libraries January 26, 2018*
17. *Access Management Plan review?*
18. *Tee Signs Contract (BessieJo)*
19. *Marina Lease Update*