

AGENDA
McCall City Council
Regular Meeting
September 24, 2015 at 5:30 pm
McCall City Hall (Lower Level)
Legion Hall
216 East Park Street

5:30 p.m. OPEN SESSION ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVE THE AGENDA

WORK SESSION

AB 15-171 McCall City Code Title 4 Business Regulations Re-write – Review of Chapter 3 Snow Removal and Chapter 5 Pawnbrokers

PUBLIC COMMENT

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

PROCLAMATIONS

AB 15-174 Proclamation – October as Arts and Humanities Month

AB 15-175 Proclamation – 2015 Fire Prevention Week October 4-10

BUSINESS AGENDA

AB 15-168 McCall Redevelopment Agency (MRA) Board of Commissioner Appointment

AB 15-172 Tree Committee Annual Accomplishment Report

AB 15-176 Greystone Village #3, Lot 3, Block, 1539 McCall Avenue, Lease Termination and Establishment of a New Lease from Hannes and Deborah Kury to Scott and Shawna Johnson

AB 15-173 Renewal of City Attorney Contract – White Peterson

AB 15-178 Approval for Consent to Assignment of Lease for Hangar 209,
Michael S. Chapman Trust

AB 15-179 McCall Code Enforcement Discussion and Work Session

Upcoming Meetings Schedule Discussion

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 September 11, 2015
2. Alcohol and Catering Licenses Report
3. Warrant Registers

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.

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 15-171
Meeting Date September 24, 2015

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>McCall City Code Title 4 Business Regulations Re-write – Review of Chapter 3 Snow Removal and Chapter 5 Pawnbrokers</i>		Mayor / Council		
		City Manager		
		Clerk	<i>AW</i>	Originator
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	n/a	Airport		
FUNDING SOURCE:	n/a	Library		
TIMELINE:	n/a	Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT:				
<p>The purpose of this work session is to review the re-written Chapter 3 Snow Removal and Chapter 5 Pawnbrokers of the MCC Title 4 Business Regulations. Chapter 3 Snow Removal is an addition to the Business Regulations title per the request of the Public Works Director. Chapter 5 Pawnbrokers has been reviewed by the Chief of Police.</p> <p>After the review of these chapters staff will draft an ordinance for the entire McCall City Code Title 4 which will repeal the current MCC Title 4 and replace it with the updated version. Staff will also prepare a resolution for fees for the Council’s consideration to better reflect the cost of these activities within the city.</p>				
RECOMMENDED ACTION:				
Give direction to staff to complete the ordinance for the Title 4 re-write and bring back to the Council for review and then adoption.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			
July 26, 2012	The City Council approved the initiation of proposed code amendments to MCC Title 4			
October 24, 2014	Council reviewed the new organization of Title 4			
August 28, 2015	Council Reviewed Chapters 1, 6, and 7 of Title 4			

Chapter 3:
SNOW REMOVAL LICENSES

4.3.1 LICENSE REQUIRED; APPLICATION; AND PROCEDURE:

- (A) It shall be unlawful for any person to engage in the business of snow removal unless a valid license therefore has been issued as provided for in this Chapter and which is in full force and effect.
- (B) An application for such license shall be made to the City Clerk in such form and manner as provided by the City Clerk's office and shall include:
1. Name and description of the applicant; if the applicant is an association, company, or corporation, then it shall submit a separate application for each natural person who will be acting as a Snow Removal Contractor in the City, and each shall receive and maintain a separate permit;
 2. Address, both legal and local;
 3. A description of the Vehicle and to whom it is registered;
 4. Tax ID number and/or driver's license number of applicant;
 5. The name of the contact person in case of issues related to their services within the city.
 6. A listing of those areas within the city where they desire to work.
 7. Proof of insurance showing the Snow Removal Contractor has a policy of liability and property damage insurance covering the work of the Snow Removal Contractor and the contractor's employees. The insurance policy should also list the city as an additional insured party in a sum not less than provided by Idaho Code section 6-926 et seq.
 8. Proof of workers' compensation insurance as required by Idaho Code.
- (C) The fee for the license or permit shall be set from time to time by Resolution of the City Council.

4.3.2 SNOW REMOVAL CONTRACTOR RESPONSIBILITY:

- (A) The Snow Removal Contractor shall be responsible for the work performed under the provisions of this section and comply with the rules and regulations pertaining to snow removal within the city.

1. The public right of way is used by the City for storage of snow plowed from the streets. It is not available for snow storage for individuals.
2. Under no circumstances can snow be plowed or blown in a manner that interferes with City or Idaho Transportation Department snow removal operations, or with the public's normal use of City streets.

(B) Utilize safety measures and equipment to protect workers and the public as prescribed by laws and American National Standards Institute (ANSI) standard.

(C) Comply with all city, county, state, and federal laws.

4.3.3 SNOW REMOVAL CONTRACTOR LIST

The City of McCall shall maintain a list of Snow Removal Contractors that have been approved to remove snow from private property within the McCall city limits.

4.3.4 VIOLATIONS AND PENALTIES:

If any person, persons, or entities exercise or carry on any snow removal business without first taking out such license as required by this section, or violate any of the provisions of this chapter, he, she, or they shall be guilty of an infraction punishable by collection of a fine of fifty dollars (\$50.00); provided further, however, that such person's or persons' failure to pay such a fine within thirty (30) days of notice of such infraction shall constitute a misdemeanor punishable as set forth in section 1.3.1 of this code, as such section shall be amended from time to time.

**Chapter 5:
PAWNBROKERS LICENSES**

4.5.1: LICENSE REQUIRED; APPLICATION; AND PROCEDURE:

(A) It shall be unlawful for any person to engage in the business of a pawnbroker unless a valid license therefore has been issued as provided for in this Chapter and which is in full force and effect.

(B) An application for such license shall be made to the City Clerk in such form and manner as provided by the City Clerk's office.

(C) Upon receipt of an application for a license, the City Clerk shall cause an investigation to be made of the applicant by the Police Department.

(D) Upon completion of such investigation, the City Clerk shall issue, subject to City Council approval, a license which shall expire on December 31 of the year of its issuance, unless sooner revoked or surrendered.

(E) Licenses shall be transferable either as to person or place, or both, to a person and/or location found appropriate on the same basis as in the case of the issuance of a new license; the license transfer fee to be paid upon such a transfer shall be set from time to time by the City Council by resolution with the intent of reimbursing the City its administrative costs. The City Council may refuse to issue a license for any premises which, in the opinion of the City Council, is not suitably located for enforcement purposes having due regard to the type and character of business and traffic in the locale of the proposed business. In the event that the City Council refuses to issue a license, the City Council shall provide the applicant a written explanation of the specific reasons for the denial.

(F) The City Clerk shall collect before the issuance of any license or renewal thereof, the sum of two hundred dollars (\$200.00) per year or any portion thereof.

(G) No license shall be issued to any person who is not eighteen (18) years of age or older, nor to any person who has within the last ten (10) years, been convicted of any form of theft, including also possession of stolen property; or been convicted of any crime involving transfer by the person to another of any controlled substance contrary to law; or had a pawnbroker's license revoked by this or any other jurisdiction.

4.5.2: COVERAGE OF CHAPTER:

The requirements, restrictions, and prohibitions of this Chapter shall apply only to the business of "pawn broking", as defined in Section 4.1.9 hereof. In the event that any licensee who fails within the coverage of this Chapter conducts business not covered by Section 4.1.9 hereof, on the same premises or at a separate location, said separate business or businesses shall be exempt from the terms of this Chapter, and, the City shall have no regulatory power over said separate business or businesses by means of this Chapter.

4.5.3: RECORDS:

(A) Every pawnbroker shall keep a record of every article pledged with or sold to the pawnbroker, and this record shall be open to the inspection of any police officer at any reasonable time during the hours of business. Such record shall provide the following information:

1. Name, address, and license number of the pawnbroker;
2. The pledgor or seller's motor vehicle operator's or chauffeur's license number and the State of issue;
3. The date of the transaction, the article pledged or sold together with its description, serial number or other identification, and the amount and terms of the loan;
4. Signature lines or space for the execution by both pawnbroker and pledgor or seller.

(B) Every record shall be executed by the pawnbroker and the pledgor or seller, and at the time of execution, the pawnbroker shall compare the signature upon the operator's license with that upon the record.

(C) Every pawnbroker shall be required to ascertain title in and to any article pledged or sold to the pawnbroker. This Section shall apply to all secondhand purchases for resale, but shall not apply to articles of new merchandise purchased by a pawnbroker in the ordinary channels of trade.

(D) All records shall be made in triplicate, with one of the three (3) said copies to be separately filed by date, and retained for inspection by the Police Department as allowed herein.

4.5.4: MINORS AND INTOXICATED PERSONS:

No pawnbroker shall knowingly:

(A) Have any business dealings as a pawnbroker with any person less than eighteen (18) years of age, except with the written consent of the parent or guardian of the minor as to each particular transaction, and in that event the parent or guardian must execute the record required by Section 4.5.3 hereof, and furnish proof of identification as any pledgor or seller of any article with such being recorded upon the aforesaid record.

(B) Employ a person less than eighteen (18) years of age to assist the pawnbroker in their business.

(C) Have any business dealings as a pawnbroker with an intoxicated person.

4.5.5: SALES:

Upon notice from an appropriate police agency that an item of a particular description (including model number and serial number, if available) has allegedly been stolen and is the subject of an investigation by said agency, then any pawnbroker purchasing at their place of business an item meeting said description, shall:

- (A) Promptly notify the particular agency of their receipt of said item; and,
- (B) Hold at their place of business and not sell said item for at least ninety (90) days.

4.5.6: DISCLOSURES:

It shall be the duty of every "pawnbroker" as herein defined to provide to each person accepting a loan an explicit and clear explanation of the exact terms, conditions, and options of the particular transaction and the precise consequences of default thereon.

4.5.7: NOTICE FROM POLICE DEPARTMENT:

Whenever the Chief of Police or any member of the Police Department, shall notify any pawnbroker in writing within twenty four (24) hours of the execution by a complainant of a complaint or report of allegedly stolen goods, not to sell any property so received, deposited or purchased by the pawnbroker, or permit the same to be redeemed, such property shall not be sold or be permitted to be redeemed for a period of ninety (90) days from the date of such notice but such notice may be renewed for an additional ninety (90) day period or periods. Further, a notice may be terminated at any time in writing by the Chief of Police.

4.5.8: CLOSING HOURS:

Every "pawnbroker" as herein defined shall discontinue and cease conducting their "pawn broking" business, as herein defined, between the hours of ten o'clock (10:00) P.M. and eight o'clock (8:00) A.M. of each and every day, with the exception that on Saturday night, said business may be conducted until twelve o'clock (12:00) midnight.

4.5.9: STOLEN PROPERTY; RETURN TO TRUE OWNER:

(A) Any article pledged or sold, to a pawnbroker, which is subsequently determined by a law enforcement agency to have been stolen shall be transferred to the custody of such agency upon the agency's request.

(B) Upon the return of stolen property to the true owner, by a law enforcement agency, the pawnbroker shall complete such documentation as may be necessary or required to affect the transfer of the property including such documents pertaining to the registration of firearms as may be required by local, State, or Federal authorities.

4.5.10: VIOLATIONS AND PENALTY:

Any person violating any of the provisions of this Chapter shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than three hundred dollars (\$300.00) or by imprisonment in the County jail for not more than thirty (30) days or by both such fine and imprisonment.

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 15-174
Meeting Date September 24, 2015

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
Proclamation – October as Arts and Humanities Month		Mayor / Council		
		City Manager		
		Clerk	<i>AW</i>	Originator
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	n/a	Airport		
FUNDING SOURCE:	n/a	Library		
TIMELINE:	October 2015	Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT:				
<p>The month of October has been recognized as National Arts and Humanities Month by thousands of arts and cultural organizations, communities, and states across the country, as well as by the White House and Congress for 30 years. The arts and humanities embody much of the accumulated wisdom, intellect, and imagination of humankind; and enhance and enrich the lives of every American. The arts and humanities play a unique role in the lives of our families, our communities, and our country; and the nonprofit arts industry also strengthens our economy by generating \$135 billion in total economic activity annually, 2.2 billion in government revenue, and by supporting the full-time equivalent of 4.1 million jobs nationwide.</p> <p>In an effort to support the national proclamation of Arts and Humanities, staff requests that Council Proclaim October as Arts and Humanities month in McCall.</p>				
RECOMMENDED ACTION:				
Proclaim October as Arts and Humanities Month and authorize the Mayor to sign all necessary documents.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			



Whereas, the month of October has been recognized as National Arts and Humanities Month by thousands of arts and cultural organizations, communities, and states across the country, as well as by the White House and Congress for 30 years;

Whereas, the arts and humanities embody much of the accumulated wisdom, intellect, and imagination of humankind;

Whereas, the arts and humanities enhance and enrich the lives of every American;

Whereas, the arts and humanities play a unique role in the lives of our families, our communities, and our country;

Whereas, the nonprofit arts industry also strengthens our economy by generating \$135 billion in total economic activity annually, 2.2 billion in government revenue, and by supporting the full-time equivalent of 4.1 million jobs;

NOW, THEREFORE, BE IT RESOLVED, that we the Mayor and City Council do hereby proclaim October as National Arts and Humanities Month in McCall Idaho and call upon our citizens to celebrate and promote the arts and culture in our City.

IN WITNESS WHEREOF, I have hereunto set my hand at the City of McCall in Idaho on this 24 day of September in the year of 2015.

Attest:

Jackie J. Aymon, Mayor

BessieJo Wagner, City Clerk

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 15-175
Meeting Date September 24, 2015

AGENDA ITEM INFORMATION				
SUBJECT: <i>Proclamation – 2015 Fire Prevention Week October 4-10</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager		
		Clerk	<i>AW</i>	Originator
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	n/a	Airport		
FUNDING SOURCE:	n/a	Library		
TIMELINE:	October 4-10, 2015	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:
The City of McCall, Idaho is committed to ensuring the safety and security of all those living in and visiting the City of McCall. fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire. The focus of the 2015 Fire Prevention Week is the need for smoke alarms. Home fires killed 2,755 people in the United States in 2013, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 369,500 home fire annually. Working smoke alarms cut the risk of dying in reported home fires in half and three out of five home fire deaths result from fires in properties without working smoke alarms. In one-fifth of all homes with smoke alarms, none were working; and when smoke alarms should have operated but did not do so it was usually because batteries were missing, disconnected, or dead. Half of home fire deaths result from fires reported at night between 11 p.m. and 7 a.m. when most people are asleep. The 2015 Fire Prevention Week theme, “Hear the Beep Where You Sleep. Every Bedroom Needs a Working Smoke Alarm!” effectively serves to remind us that we need working smoke alarms to give us the time to get out safely.

In an effort to support the national proclamation of Fire Prevention week and bring awareness to the citizens of McCall, staff requests that the Council proclaim October 4-10, 2015 as fire prevention week in McCall.

RECOMMENDED ACTION:
Proclaim October 4-10, 2015, as Fire Prevention Week throughout the City of McCall and authorize the Mayor to sign the proclamation.

RECORD OF COUNCIL ACTION	
MEETING DATE	ACTION

FIRE PREVENTION WEEK PROCLAMATION

WHEREAS, the City of McCall, Idaho is committed to ensuring the safety and security of all those living in and visiting City of McCall; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed 2,755 people in the United States in 2013, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 369,500 home fires; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, three out of five home fire deaths result from fires in properties without working smoke alarms; and

WHEREAS, in one-fifth of all homes with smoke alarms, none were working; and

WHEREAS, when smoke alarms should have operated but did not do so it was usually because batteries were missing, disconnected, or dead; and

WHEREAS, half of home fire deaths result from fires reported at night between 11 p.m. and 7 a.m. when most people are asleep; and

WHEREAS, City of McCall’s residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, City of McCall’s residents should install smoke alarms and alert devices that meet the needs of people who are deaf or hard of hearing; and

WHEREAS, City of McCall’s residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, City of McCall’s first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, City of McCall’s residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2015 Fire Prevention Week theme, “Hear the Beep Where You Sleep. Every Bedroom Needs a Working Smoke Alarm!” effectively serves to remind us that we need working smoke alarms to give us the time to get out safely.

THEREFORE, I Jackie Aymon, Mayor of City of McCall do hereby proclaim October 4-10, 2015, as Fire Prevention Week throughout this city, and I urge all the people of City of McCall to install smoke alarms in every bedroom, outside each sleeping area, and on every level of the home, including the basement and to support the many public safety activities and efforts of the City of McCall’s fire and emergency services during Fire Prevention Week 2015.

IN WITNESS WHEREOF, I have hereunto set my hand at the City of McCall in Idaho on this 24 day of September in the year of 2015.

Attest:

BessieJo Wagner, City Clerk

Jackie J. Aymon, Mayor

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 15-168
Meeting Date September 24, 2015

AGENDA ITEM INFORMATION				
SUBJECT: <i>McCall Redevelopment Agency (MRA) Board of Commissioner Appointment</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager		
		Clerk		
		Treasurer		
		Community Development	MG	Originator
		Police department		
		Public Works		
		Golf Course		
COST IMPACT:	N/A	Parks and Recreation		
FUNDING SOURCE:	N/A	Airport		
		Library		
TIMELINE:	ASAP	Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT:				
<p>The McCall Redevelopment Agency (MRA) Board of Commissioners is responsible for the administration of the affairs of the Urban Redevelopment Agency, including budget and carrying out Agency projects. The term of office of a member is three years and a full Board has seven members.</p> <p>Two of the positions have expired and Shelly Johnson (new member) expressed interest to service on the Board for a term to expire May 2018.</p>				
RECOMMENDED ACTION:				
Appoint Shelly Johnson to the McCall Redevelopment Agency Board for a term to expire May 2018.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 15-172
Meeting Date September 24, 2015

AGENDA ITEM INFORMATION				
SUBJECT: <i>Tree Committee Annual Accomplishment Report</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		
		Parks and Recreation		
COST IMPACT:	N/A	Airport		
FUNDING SOURCE:	N/A	Library		
TIMELINE:	September 24, 2015	Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT: A member of the Tree Committee will present council with its annual report.				
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 15-176
Meeting Date September 24, 2015

AGENDA ITEM INFORMATION

SUBJECT: <i>Greystone Village #3, Lot 3, Block , 1539 McCall Avenue, Lease Termination and Establishment of a New Lease from Hannes and Deborah Kury to Scott and Shawna Johnson</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager		
		Clerk	<i>HW</i>	Originator
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	\$2900	Airport		
FUNDING SOURCE:	Additional Rent	Library		
TIMELINE:	October 1, 2015	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:
The owner of 1539 McCall Avenue, Hannes and Deborah Kury, have 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 Scott and Shawna Johnson. Upon their request the purchasers have been provided a copy of the proposed Amended and Restated Ground Lease V2.

With this transaction the City will receive \$2900 in additional rent. Per the Kury's lease the Lessee agrees, for itself, its successors and assigns, that upon assignment of the Lease to a subsequent purchaser of the improvement(s) constructed on the leased premises, Lessee will pay additional rent equal to ten percent(10%) of the equity the Assignee had in the improvement(s), or Five Thousand Dollars (\$5,000.00), whichever is less. For the purpose of computing the amount of additional rent due, "equity" is defined as the difference between the purchase price measured at the date of closing the purchase of the improvement(s) by the Assignee, and the gross sales price to a new Assignee after deduction of real estate commissions, title insurance payable by Assignee, and Assignee's portion of the escrow agent's closing fee. This additional rent shall be paid each time an assignment of this lease is made.

RECOMMENDED ACTION:
Approve termination of the existing lease of 1539 McCall Avenue from Hannes and Deborah Kury at the time of closing and subsequently approve the new Amended and Restated Ground Lease V2 for Greystone Village #3, Lot 3, Block 3, 1539 McCall Avenue, to Scott and Shawna Johnson 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 10, BLOCK 3)**

This Amended and Restated Ground Lease is made this ___ day of _____, 2015 (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 Scott Johnson and Shawna Johnson, husband and wife, having their principal residence at P.O. Box 142, Divide, MT 59727 (“**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. 314091; recorded June 11, 2007 as instrument No. 322185; and
- Ground Lease, as amended, recorded October 6, 2006 as Instrument No. 314100; recorded December 29, 2006 as Instrument No. 316934; and recorded May 23, 2007 as Instrument No. 321616; and
- First Amendment to Ground Lease, recorded November 26, 2008 as Instrument No. 336921; and
- Assignment of Lease, recorded January 12, 2009 as Instrument No. 3337986.

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 ninety-one (91) 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: Scott & Shawna Johnson
 P.O. Box 142
 Divide, MT 59727

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.

Scott Johnson

By: _____

Shawna Johnson

By: _____

CITY OF MCCALL, an Idaho municipal corporation

By: _____
Jackie J. Aymon, Mayor

ATTEST:

By: _____
BessieJo Wagner, City Clerk

STATE OF IDAHO,)
) ss
County of _____)

On this _____ day of _____, 2015, before me, _____, a Notary Public in and for said State, personally appeared Scott Johnson and Shawna Johnson, husband and wife, known or identified to me to be the persons that executed the instrument on behalf of said couple and acknowledged to me that such couple 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: _____

STATE OF IDAHO,)
) ss
County of Valley)

On this _____ day of _____, 2015, 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 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 10, Block 3, Greystone Village No. 3, 1563 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.

McCALL CITY COUNCIL
AGENDA BILL

216 East Park Street
 McCall, Idaho 83638

Number AB 15-173
Meeting Date September 24, 2015

AGENDA ITEM INFORMATION

SUBJECT: <i>Renewal of City Attorney Contract</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager		
		Clerk	<i>AW</i>	Originator
		Treasurer	<i>RS</i>	Supporter
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	At least \$67,200			
FUNDING SOURCE:	General Fund: 10-44-150-310	Airport		
		Library		
TIMELINE:	October 1, 2015	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

The current retainer agreement with White Peterson expires on September 30, 2015. The attached agreement renews the professional relationship for another fiscal year. The amount of the monthly retainer and the fees for services outside the retainer again remain unchanged from the current agreement and has not changed in the past 6 years.

The FY14 General Fund budget includes \$140,000 for legal services. The annual retainer amount is \$67,200.

RECOMMENDED ACTION:

Approve the Agreement for City Attorney Services for FY16 and authorize the Mayor to sign the Agreement.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

AGREEMENT FOR CITY ATTORNEY / CIVIL LEGAL SERVICES

THIS AGREEMENT FOR CITY ATTORNEY / CIVIL LEGAL SERVICES (hereinafter referred to as “Agreement”) is made this _____ day of _____, 2015, between the CITY OF McCALL, a municipal corporation organized and existing by virtue of the laws of the State of Idaho (hereinafter referred to as “City”), and WHITE PETERSON, GIGRAY & NICHOLS, P.A., an Idaho professional association (hereinafter referred to as “White Peterson”).

RECITALS:

Whereas, William F. Nichols and the firm, White Peterson, have faithfully rendered service to the City of McCall as attorneys for the City since August 1, 2005; and

Whereas, the City desires to continue its professional relationship with said attorneys for another fiscal year; and

Whereas, said attorneys desire to continue to provide civil legal services to the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound thereby, City and White Peterson covenant and agree as follows:

1. **INCORPORATION OF RECITALS.** The parties agree that the foregoing Recitals are contractual and binding and are incorporated herein as if set forth in full.

2. **DEFINITIONS.** In addition to any other definitions set forth in this Agreement, for all purposes of this Agreement the following terms are defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:

2.1 “Additional Legal Services” means and refers to representing the City in litigation, including arbitration, brought on behalf of, or against, the city which is not covered

under the City's insurance policy or policies; representing the City in prosecuting or defending claims (before litigation is filed) not covered by the City's insurance policy or policies; representing the City in collective bargaining matters; drafting recommendations, findings, or orders for development application decisions (planning and zoning matters); personnel investigations and subsequent hearings; judicial confirmations and bond proceedings; formation of local improvement districts for infrastructure construction; development of impact fee ordinance and related matters; construction bidding disputes; attendance at special City Council meetings when requested by the Mayor or City Manager; services designated as additional legal services in the Request for Proposals issued by the City in 2005 and any other matter not included in the definition of "Retainer Legal Services" below.

2.2 "Retainer Legal Services" shall include attendance of the City Attorney (or if unavailable, another White Peterson attorney as designated by the City Attorney) at two (2) meetings of the City Council per month, with a minimum of twenty-four (24) per year; preparation and revision of City ordinances (excluding major revisions/adoptions of City Code), resolutions, drafting and review of contracts and agreements concerning the City, and all other related legal work of the City; review of recommendations, findings, or orders for development application decisions prepared by City; routine telephone and personal conferences with City employees and officials including the City Manager and City Council members; subject to approval by the Mayor and Council, participation in Association of Idaho Cities Legislative Council matters, including participation in drafting legislation and testimony before the legislature if requested by AIC; respond to all citizen inquiries regarding City ordinances other than those pertaining to criminal matters; participation in telephone and office conferences with builders or developers regarding pending development projects at the request of the City Council

and/or City staff; review, comment, and drafting assistance concerning proposed City policies, including human resources policies; participation and assistance in City's efforts to set a budget for the City's civil legal services for the next fiscal year; and all other legal services as set forth in the Proposal submitted by White Peterson in 2005, excluding legal services specifically identified in the Request for Proposals issued by the City as being provided outside the monthly retainer.

2.3 "City Attorney" means and refers to William F. Nichols.

2.4 "Fiscal Year" means and refers to City's fiscal year, now beginning October 1 and ending September 30 of each calendar year, as provided by State law and this definition shall be considered automatically amended in the event of an amendment of the provisions of Idaho law relative to the establishment of the fiscal year for City.

3. SERVICES PROVIDED BY WHITE PETERSON. Pursuant to the terms of this Agreement, White Peterson is hereby appointed by the City to perform all Retainer Legal Services for the City and such other Additional Legal Services as requested by the City.

4. PAYMENT FOR SERVICES. City agrees to pay White Peterson for services rendered pursuant to the terms of this Agreement as follows:

4.1 As compensation for all Retainer Legal Services, including all out-of-pocket expenses incurred by White Peterson in performing the Retainer Legal Services, City shall pay White Peterson the sum of Five Thousand Six Hundred and no/100 Dollars (\$5,600.00) per month.

4.1.1 Payment for Retainer Legal Services shall be due monthly in advance on or before the 20th day of each month. Although the parties acknowledge that the Retainer Legal Services are provided on a flat-fee basis, White Peterson agrees to maintain

accurate monthly time records of all Retainer Legal Services provided by its attorneys (itemized by date, attorney performing services) and to provide the same to City on a monthly basis.

4.2 Compensation for Additional Legal Services performed by White Peterson at the request of the City shall be paid at the rate of One Hundred Seventy-Five and no/100 Dollars (\$175.00) per hour for services performed by White Peterson's shareholder attorneys, One Hundred Twenty-Five and no/100 Dollars (\$125.00) per hour for associate attorneys, and Seventy-Five and no/100 Dollars (\$75.00) per hour for legal assistants or paralegals (who are performing services which would otherwise require the services of an attorney at higher hourly rates).

4.2.1 City shall also reimburse White Peterson for actual out-of-pocket expenses (such as filing fees, postage, etc.) incurred by White Peterson in the performance of the Additional Legal Services as authorized by City.

4.2.2 White Peterson shall provide the City with a monthly itemized invoice of all Additional Legal Services performed (including all out-of-pocket expenses). Provided the invoice is received by the 5th day of the month, the City shall remit payment to White Peterson by the first business day of the following month.

5. TERM. The term of this Agreement shall commence October 1, 2015, and shall continue until the end of the City's Fiscal Year, September 30, 2016, subject to renewal or extension or termination as set forth in this Agreement.

6. REPRESENTATIONS AND WARRANTIES OF WHITE PETERSON. White Peterson represents and warrants to City as follows:

6.1 Authority. White Peterson has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement.

6.2 No Prohibition to Performance. There are no judgments, liens, actions, or proceedings existing or pending against White Peterson which would materially affect White Peterson's ability to enter into or perform under this Agreement.

6.3 Corporate Status. White Peterson is a professional service corporation duly organized, validly existing, and in good standing under the laws of the State of Idaho and has all necessary corporate powers to enter into this Agreement.

6.4 Nichols Designated Primary Attorney. White Peterson acknowledges that William F. Nichols is designated as the attorney shareholder with primary responsibility for providing legal services to the City pursuant to this Agreement.

6.5 Performance of Services. White Peterson agrees to perform all of the services and work set forth in this Agreement in a timely, efficient, and professional manner in accordance with the terms of this Agreement and in compliance with existing laws, ordinances, rules, or regulations of any applicable regulatory authority or governmental body. Not less than once per year, White Peterson shall provide a Client Survey form to the City Manager, each Council member, and each Department Director as a means of gauging performance under this agreement. The completed survey forms shall be delivered to the City Clerk who will furnish a copy of the same to White Peterson. The completed survey forms shall constitute proprietary information belonging to White Peterson and shall not be subject to public records requests. A summary of the totality of the survey forms will be prepared by White Peterson and when accepted by the City shall constitute a public record subject to disclosure. The purpose of the survey will be to assess White Peterson's performance and identify any areas which need correction or improvement.

As part of this agreement, in order to achieve prompt service to the City, all attorneys at White Peterson who are asked by City staff to perform services, if the request does not contain a requested response time, shall then inquire of the staff regarding deadlines for response or if necessary negotiate a reasonable time for response if different from the staff requested deadline. White Peterson shall strive to meet the agreed upon deadlines and if unforeseen circumstances interfere with completion of the assigned task, the affected staff member shall be contacted in advance of the deadline with the circumstances and an anticipated date for completion.

6.6 Non-Exclusive Agreement. White Peterson acknowledges that this Agreement shall not be interpreted to limit the City’s authority to retain the services of outside legal counsel to perform any legal services, whether as a result of the City’s need for special expertise or otherwise.

7. INSURANCE. For the purposes of this Agreement, White Peterson shall carry the following types of insurance in at least the per occurrence limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Professional Liability (errors and omissions)	\$2,000,000.00
Worker’s Compensation	Statutory limits
Employer’s Liability	\$2,000,000.00
General Liability (bodily injury and/or property damage)	\$2,000,000.00

8. POSSIBLE EXTENSION OF TERM OF AGREEMENT. The parties may mutually agree to renew or extend the term of this Agreement; however, any such renewal or extension must be in writing.

9. TERMINATION. This Agreement may be terminated upon mutual agreement of the parties. City shall also have the right to remove White Peterson’s appointment as City’s attorneys in the manner as set forth in Idaho Code § 50-206 and terminate this Agreement, with

or without cause, at any time, which termination shall be effective upon service of written notice to White Peterson in the manner as set forth herein. In the event of a termination, City shall remain responsible to pay White Peterson for all services provided through the date of termination pursuant to the terms of this Agreement.

10. GENERAL PROVISIONS.

10.1 Attorney Fees. If any action or proceeding is instituted to enforce or construe any provision of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from any party or parties against whom a judgment is entered, all reasonable attorney fees and costs incurred by the prevailing party in connection with such action or proceeding in addition to such other relief to which such prevailing party is entitled.

10.2 Binding Effect. This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.

10.3 Choice of Law. This Agreement will be interpreted in accordance with the laws and statutes of the State of Idaho.

10.4 Notices. Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed as follows:

Notice to City:
City Manager
City of McCall
216 East Park
McCall, ID 83638

Notice to White Peterson:
William F. Nichols, Esq.
White, Peterson, Gigray & Nichols, P.A.
5700 East Franklin Road, Suite 200
Nampa, ID 83687-7901

10.5 Paragraph Headings. The paragraph headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective paragraphs.

10.6 Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by, or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

10.7 Further Assurances. The parties each for themselves do further covenant to the others to execute any and all other documents necessary to effect the transfers contemplated by this Agreement.

10.8 Time. Time is declared to be of the essence to this Agreement.

10.9 Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

10.10 No Assignment by White Peterson. White Peterson shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time.

10.11 Handwritten Provisions. Handwritten provisions inserted in this Agreement, and initialed by the parties in ink, shall control all typewritten provisions in conflict therewith.

10.12 Entire Agreement. This Agreement supersedes all prior agreements between the parties with respect to its subject matter, and constitutes (along with the other documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

10.13 Execution and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

10.14 Amendments. This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.

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

CITY: CITY OF McCALL

By: _____
Jackie J. Aymon, Mayor

ATTEST:

BessieJo Wagner, City Clerk

WHITE PETERSON: WHITE, PETERSON, GIGRAY
& NICHOLS, P.A.

By: _____
William F. Nichols, Managing Director

McCALL CITY COUNCIL
AGENDA BILL

216 East Park Street
 McCall, Idaho 83638

Number AB 15-178
Meeting Date September 24, 2015

AGENDA ITEM INFORMATION				
SUBJECT: <i>Approval for Consent to Assignment of Lease for Hangar 209, Michael S. Chapman Trust</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		
		Parks and Recreation		
COST IMPACT:	N/A	Airport	<i>MSC</i>	Originator
FUNDING SOURCE:	N/A	Library		
TIMELINE:	Immediate	Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT: Michael Chapman as the trustee of Michael S. Chapman Trust is the owner of Hangar 209 and is coordinating use of this privately owned hangar as collateral through Wolfe Properties & Investments LLC. Wolfe Properties & Investments LLC has requested consideration for issuance of a landowner’s consent to assignment for completion of this process. A landlord’s consent to assignment of a lease allows a lender, Wolfe Properties & Investments LLC in this case, to step into the position of the lessee should the lessee default or be in danger of defaulting upon the lease agreement for this hangar. In the scenario of a default, the lender then becomes the lessee until the defect is cured, and the lender fulfills the terms of the lease agreement. The enclosed consent form was prepared by Wolfe Properties & Investments LLC.				
RECOMMENDED ACTION: It is recommended that City Council approve the enclosed consent form and authorize the Mayor to sign any and all documents.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

RECORDATION REQUESTED BY:

Wolfe Properties & Investments, LLC
P.O. Box 140197
Boise, ID 83714

WHEN RECORDED MAIL TO:

Wolfe Properties & Investments, LLC
P.O. Box 140197
Boise, ID 83714

FOR RECORDERS USE ONLY

LANDLORD'S CONSENT TO ASSIGNMENT

THIS LANDLORD'S CONSENT TO ASSIGNMENT is entered into among Michael S. Chapman Trust ("Borrower"), whose address is P.O. Box 2297, McCall, ID 83638; Wolfe Properties & Investments, LLC ("Lender") whose address is P.O. Box 140197, BOISE, ID 83714; and CITY OF MCCALL ("Landlord"), whose address is 216 E PARK ST. MCCALL, ID 83638. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows .

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

HANGAR 209 located on a parcel of land described at EXHIBIT A, MCCALL MUNICIPAL AIRPORT, MCCALL, ID 83638

BORROWER'S ASSIGNMENT OF LEASE. Borrower hereby assigns to Lender all of Borrower's rights in the Lease, as partial security for the Loan. The parties intend that this assignment will be a present transfer to Lender of all of Borrower's rights under the Lease, subject to Borrower's rights to use the Premises and enjoy the benefits of the Lease while not in default on the Loan or Lease. Upon full performance by Borrower under the Loan, this assignment shall be ended, without the necessity of any further action by any of the parties. This assignment includes all renewals of and amendments to the Lease or the Loan, until the Loan is paid in full.

CONSENT OF LANDLORD. Landlord consents to the above assignment. If Borrower defaults under the loan or the Lease, Lender may reassign the Lease, and Landlord agrees that Landlord's consent to any such reassignment will not be unreasonably withheld or delayed. While Lender is in possession of the Premises, Lender will cause all payments due under the Lease and attributable to that period of possession to be made to Landlord. If Lender later reassigns the Lease or vacates the Premises, Lender will have no further obligation to Landlord.

LEASE DEFAULTS. Both Borrower and Landlord agree and represent to Lender that, to the best of their knowledge, there is no breach or offset existing under the Lease or under any other agreement between Borrower and Landlord. Landlord agrees not to terminate the Lease, despite any default by Borrower, without giving Lender written notice of the default and an opportunity to cure the default within a period of twenty (20) days from the receipt of the

notice. If the default is one that cannot reasonably be cured by Lender (such as insolvency, bankruptcy, or other judicial proceedings against Borrower), then Landlord will not terminate the Lease so long as Landlord receives all sums due under the Lease for the period during which Lender is in possession of the Premises, or so long as Lender reassigns the Lease to a new lessee reasonably satisfactory to Landlord.

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

AMENDMENTS. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

NO WAIVER BY LENDER. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Landlord, shall constitute a waiver of any of Lender's rights or of any of Landlord's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and

terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

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

Borrower. The word "Borrower" means Michael S. Chapman Trust and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

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

Lease. The word "Lease" means that certain lease of the Premises, dated April 24, 2003, between Landlord and Borrower. The Lease was recorded as follows: RECORDED 11/6/2008 AS INSTRUMENT NO 336386 IN THE OFFICE OF THE RECORDER, VALLEY COUNTY, IDAHO.

Lender. The word "Lender" means Wolfe Properties & Investments, LLC, its successors and assigns.

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

Note. The word "Note" means the Note executed by Michael S. Chapman Trust in the principal amount of \$245,000 dated _____, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Premises. The word "Premises" means the real property located in VALLEY County, State of Idaho, commonly known as HANGAR 209 Located on a parcel of land described at EXHIBIT A, MCCALL MUNICIPAL AIRPORT, MCCALL, ID 83638.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

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

BORROWER:

Michael S. Chapman Trust

By: _____
Michael S. Chapman, Trustee of Michael S. Chapman Trust

LANDLORD:

CITY OF MCCALL

By: _____
Mayor

Attest: _____
City Clerk

LENDER:

Wolfe Properties & Investments, LLC

By: _____
Loan Officer

CORPORATE ACKNOWLEDGEMENT

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 the corporation that executed the instrument or the person(s) who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(SEAL)

Notary Public for Idaho
Commission Expires: _____

STATE OF _____)
 : ss
County of _____)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared **Michael S. Chapman, Trustee of Michael S. Chapman Trust**, known to me or identified to me to be the persons whose names are subscribed to the within instrument, to be authorized signers of **Michael S. Chapman Trust**, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(SEAL)

Notary Public for Idaho
Commission Expires: _____

LENDER ACKNOWLEDGEMENT

STATE OF _____)
: ss
County of _____)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared **Timbre Wolfe, the Loan Officer** authorized agent for **Wolfe Properties & Investments, LLC**, that executed within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Umpqua Bank, duly authorized by the **Wolfe Properties & Investments, LLC**, through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute said instrument and in fact executed this said instrument on behalf of **Wolfe Properties & Investments, LLC**.

(SEAL)

Notary Public for Idaho
Commission Expires: _____

EXHIBIT A

DROULARD LAND SURVEYING

JOEL W. DROULARD
Professional Land Surveyor

POST OFFICE BOX 69
McCALL, IDAHO 83638

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

May 16, 2003

PARCEL 4C-D

McCALL MUNICIPAL AIRPORT

A parcel of land situate in the SE ¼ of the SW ¼ of Section 16, T. 18 N., R. 3 E., B.M., City of McCall, Valley County, Idaho, as shown on that particular Record of Survey recorded in Book 4, on page 210 of Records of Survey in the office of the Recorder of Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the 1/4 Corner common to Sections 16 and 21, T. 18 N., R. 3 E., B.M., City of McCall, Valley County, Idaho; thence, S. 89° 38' 17" W., 112.83 feet along the south boundary of said Section 16; thence, N. 01° 08' 35" W., 597.37 feet to a ½ inch rebar, the REAL POINT OF BEGINNING:

Thence, S. 88° 51' 25" W., 150.00 feet to a ½ inch rebar,
Thence, N. 01° 08' 35" W., 95.00 feet to a ½ inch rebar,
Thence, N. 88° 51' 25" E., 150.00 feet to a ½ inch rebar,
Thence, S. 01° 08' 35" E., 95.00 feet to the point of Beginning, containing 14,250 square feet,
more or less.

Bearings based on State Plane grid Azimuth.

RECORD OF SURVEY NO. _____

BOOK NO. _____ PAGE NO. _____
INSTRUMENT NO. _____

A SURVEY FOR THE McCALL MUNICIPAL AIRPORT
IN THE S 1/2 AND THE SW 1/4 NW 1/4 OF SECTION 16 AND THE W 1/2 OF SECTION 21
T.18 N., R.3 E., B.M., CITY OF McCALL, VALLEY COUNTY, IDAHO

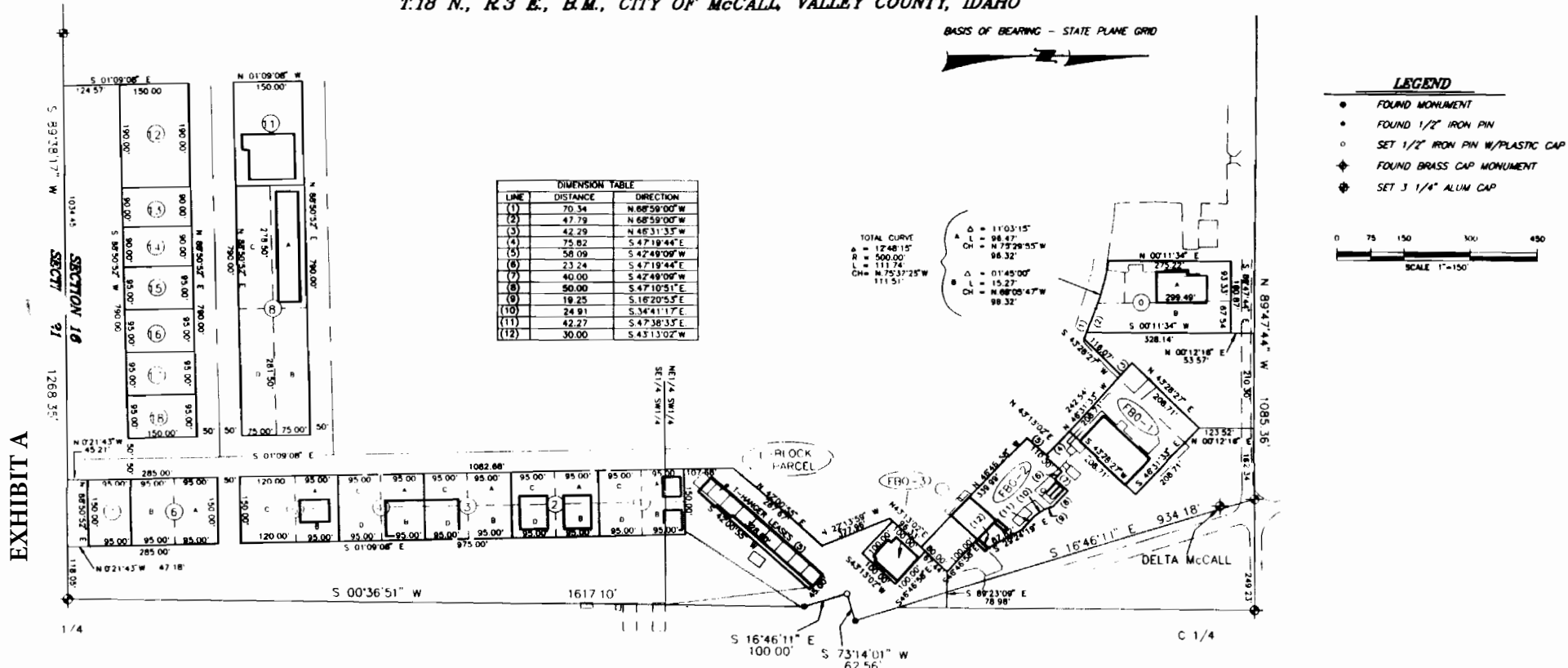


EXHIBIT A

GENERAL NOTES

- THE 50 FOOT WIDE CORRIDOR BETWEEN LOT 5C AND LOT 6A IS FOR THE PURPOSE OF UTILITY INSTALLATION AND MAINTENANCE, EMERGENCY VEHICLES, AND AUTHORIZED PRIVATE VEHICLE ACCESS TO LOT 6 AND LOTS 11 THROUGH 18. THIS CORRIDOR IS NOT FOR USE BY AIRCRAFT.
- ALL OTHER LOTS WILL BE LEASED BEFORE LOT 7 BECOMES AVAILABLE. THE SIZE OF LOT 7 IS SUBJECT TO ADJUSTMENT IN THE EVENT THE CITY DETERMINES THAT IT WILL BE NECESSARY TO PROVIDE FOR AN ACCESS CORRIDOR ALONG THE AIRPORT PROPERTY BOUNDARY SOUTH OF LOT 7.
- FIXED BASE OPERATOR LEASES (FBO-1 TO FBO-3) SHOWN PER BEST AVAILABLE INFORMATION SUPPLIED BY THE CITY OF McCALL.

CERTIFICATE OF SURVEYORS

I, JOHN S. AUSTIN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF IDAHO AND THAT THIS MAP REPRESENTS ACTUAL SURVEYS MADE UNDER MY SUPERVISION, ALONG WITH LEASE INFORMATION SUPPLIED BY THE CITY OF McCALL; AND THAT SAID LEASES ARE SHOWN CORRECTLY TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

JOHN S. AUSTIN
IDAHO NO. 5081



RECORDER'S CERTIFICATE

STATE OF IDAHO
COUNTY OF VALLEY

FILED FOR RECORD AT THE REQUEST OF THE CITY OF McCALL
AT PAGE _____ OF BOOK _____ OF SURVEYS AT _____ MINUTES
PAST _____ O'CLOCK _____ M. THIS _____ DAY OF _____ 19____

BY _____ DEPUTY

INSTRUMENT NO. _____

TOOTHMAN-ORTON ENGINEERING COMPANY

MCCALL AIR TAXI BUILDING
MCCALL, IDAHO 83638

McCALL CITY COUNCIL
AGENDA BILL

216 East Park Street
 McCall, Idaho 83638

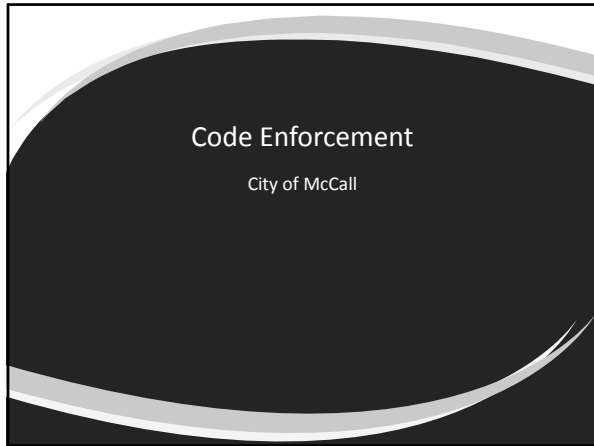
Number AB 15-179
Meeting Date September 24, 2015

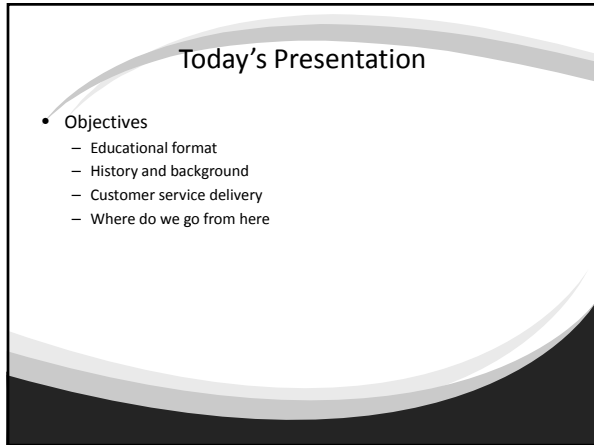
AGENDA ITEM INFORMATION				
SUBJECT: <i>McCall Code Enforcement Discussion</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	<i>NMC</i>	Supporter
		Clerk		
		Treasurer		
		Community Development		
		Police Department		Originator
		Public Works		
		Golf Course		
COST IMPACT:	N/A	Parks and Recreation		
FUNDING SOURCE:	N/A	Airport		
		Library		
TIMELINE:	N/A	Information Systems		
		Grant Coordinator		

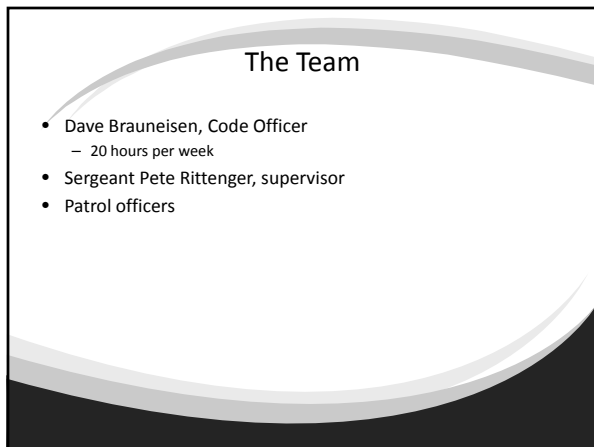
SUMMARY STATEMENT:
 The Police Department will provide an overview of code enforcement processes within McCall to provide information regarding existing code enforcement resources, background of enforceable components, existing priorities, and challenges facing code enforcement. Following presentation, feedback and direction, if available, regarding code enforcement priorities will be requested from the Council.

RECOMMENDED ACTION: It is requested that the Council provide feedback and direction, if available, regarding the prioritization of code enforcement in McCall.

RECORD OF COUNCIL ACTION	
MEETING DATE	ACTION







Job Function

- What we do
 - Perform routine and complex public safety work in the enforcement of:
 - Zoning
 - Nuisance and sign ordinances
 - Enforcement of City Code in general
 - Animal control
 - Vehicle parking
 - Snowmobile enforcement
 - What does that mean??

Other Duties as Assigned

- Animal vaccine clinic
- Bike rodeo
- City clean-up day
- Hawkers' permits
- Business contact list
- Neighborhood watch

Where We Work


- City of McCall **ONLY**
- We do not have jurisdiction in the Impact Area
 - County jurisdiction
 - Do not have authority to enforce county violations

Objective of Enforcement

- Obtain voluntary compliance
 - Verbal warning
 - Citation issuance
- Maintain city standards to ensure a viable and thriving environment for resident, visitors and businesses alike
- “Broken Windows”

Common Offenses

- Animals at large
- Parking
- Abandon vehicles
- Slash piles
- Business signs
 - Size or type, sandwich boards, banners, etc.



Call Snapshot


CALL TYPE	QTY
Abandoned Vehicles	10
Animal-Found/Lost/Complaint	133
City Ordinance Violation	108
Illegal Dumping	1
Littering	2
Motorist Assist	1
Parking Complaint	77
Property-Lost/Found	135
VIN Inspection	22
Total	489

Why the Job is Difficult

- Reactive only, not proactive
 - Complaint driven
- Personnel limitations
 - Part-time service equals part-time enforcement
 - Reduced from 1.5 FTE to .5 FTE
- Deviation
 - “Everyone else does it” mentality
 - “Grandfathered” locations
 - Exceptions granted
 - Inconsistencies

Direction

- Prefer standardization
 - Equitability in enforcement
 - Public trust
- Quality of life issues: Be proactive
 - Refuse, grass, junk piles
 - “Broken Windows”



Council Input

- Thoughts
 - What is it that “you” want?
 - What’s our priority
 - Remember, what is one person’s priority may not be another’s
- Where do we go?
 - Marching orders

UPCOMING CITY COUNCIL MEETINGS

September 25, 2015 – 9:00 am, Legion Hall – **Special Work Session**

1. *CIP Policy Review (Linda, Dennis, & Nate)*

October 8, 2015 – 5:30 pm, Legion Hall – Regular Council Meeting

1. *Monthly Reports*
2. *McCall Redevelopment Agency Annual Report (Michelle)*
3. *Sherry Maupin – Recreation District Proposal (Dennis & BessieJo)*
4. *Snow removal issues (Peter)*
5. *Introduction to Access Management Policy (Peter)*
6. *Lardo Bridge Letter (Michelle)*
7. *Urban Renewal Agency Board Appointment (Michelle)*
8. *Fiber Conduit Lease ? (David)*
9. *Timbercrest Downtown Amended Escrow Instructions (Michelle and Nathan)*

October 22, 2015 – 5:30 pm, Legion Hall – Regular Council Meeting

1. *30 Min Work Session: Review fees related to Title 4(BessieJo)*
2. *Access Management Policy (Peter)*
3. *VAC-15-01 Findings for Neal St (Delta)*
4. *VAC-15-01 Ordinance to vacate Clark street (Delta)*
5. *Public Art Committee Member Appointment (Delta)*
6. *Art for Alpine Playhouse Finalist Artist Selection and Contract (Delta)*

October 23, 2015 – 9:00 am, Legion Hall – **Special Work Session**

1. *Governance Manual (Nate & BessieJo)*

November 5, 2015 – 5:30 pm, Legion Hall – Regular Council Meeting

1. *Monthly Reports*
2. *Historic Preservation Commission Annual Report (Carol)*
3. *Review Complete Title 4 Rewrite Ordinance (BessieJo)*

November 19, 2015 – 5:30 pm, Legion Hall – Regular Council Meeting

1. *30 Min Work Session:*
2. *Business Regulation Fees – PUBLIC HEARING (BessieJo)*
3. *Adopt Title 4 Rewrite Ordinance (BessieJo)*
4. *2016 Season Golf Rates (Eric) (November)*

November 20, 2015 – 9:00 am, Legion Hall – **Special Work Session**

- 1.

December 3, 2015 – 5:30 pm, Legion Hall – Regular Council Meeting

1. *Monthly Reports*
2. *Prosecutor Contract renewal review (Justin) (December)*
- 3.

December 17, 2015 – 5:30 pm, Legion Hall – Regular Council Meeting

1. *30 Min Work Session:*
2. *Environmental Advisory Committee Annual Report*
3. *Prosecutor Contract renewal approval (Justin) (December)*
4. *Employee Service Awards Presentation (Traci) (December)*
5. *P&Z Fee Resolution – PUBLIC HEARING (Michelle) (November or December)*

December 18, 2015 – 9:00 am, Legion Hall – **Special Work Session**

1. *Boat Trailer parking (Michelle, Dennis and Justin) (December)*
- 2.

To Be Scheduled:

1. *Waste Water Policy Resolution (Peter) September or October*
2. *Water Policy Resolution (Peter)*
3. *MCC Title 6 Re-write (Peter)*
4. *Renewal of Agency Agreement with McCall Aviation (Nate) (Airport)*
5. *Fee Schedule review(Linda & BessieJo) (in connection with budget)*
6. *PERSI Work Session*
7. *Resolution CO Detectors*
8. *Review of Smoke Free Ordinance-Council requests members of community, representatives from Care Center, and hotel/motel representative's available Work Session. (January)*
9. *Strategic Plan 101Work Session (Linda)*
10. *Firewise days May 2?*
11. *Tree City USA Application for Re-Certification (Dennis)*

Annual Proclamations:

1. *National Service Recognition Day Proclamation 2016 April 7 (April 6 through April 12, 2014, as National Volunteer Week) - start promotion in March (BessieJo)*
2. *Idaho Day Proclamation March 4, 2016 - Start promotion in February (BessieJo)*
3. *Arbor Day Proclamation (Dennis) (May)*
4. *ADA Proclamation Prior to July 26 - Start Promotion in June (BessieJo)*
5. *Fair Housing Month April Proclamation (last meeting in March)*
6. *National Public Works Week May (April)*
7. *Humanitarian Wood Work Day July (April-June)*
8. *Children Immunization Awareness Week April (March)*
9. *Municipal Clerks' Week May (April)*
10. *Proclamation - Read Across America Day March 3, 2014 (February)*
11. *Earth Day April 22, 2014(March)*
12. *October as National Arts and Humanities Month (September)*
13. *October 5 through October 11, 2014, as Fire Prevention Week. (September)*

COMP TIME REPORT

City of McCall

Leave Report - Council Requested
 Pay Period Dates: 8/29/2015 to 9/11/2015

Page: 1
 Sep 16, 2015 02:03PM

Departments	Pay Code	Pay Code Title	Hours Beg Bal	Hours Accrued	Hours Used	Hours Remain
Airport						
Total 9-02:			30.00	.00	11.00	19.00
City Manager						
Total 9-02:			7.00	.00	.00	7.00
Clerk						
Total 9-02:			2.89	.00	.00	2.89
Community Developmnt						
Total 9-02:			92.71	1.50	3.25	90.96
Finance						
Total 9-02:			40.01	.00	.00	40.01
Golf Course Maint						
Total 9-02:			1.00	.00	.00	1.00
Info systems						
Total 9-02:			11.00	1.50	.00	12.50
Library						
Total 9-02:			5.25	.00	.00	5.25
Parks						
Total 9-02:			85.04	4.88	.00	89.92
Police						
Total 9-02:			331.74	30.75	8.00	354.49
PW/Streets						
Total 9-02:			106.49	16.50	37.50	85.49
Recreation						
Total 9-02:			40.40	.00	.00	40.40
Sewer Collection						
Total 9-02:			54.76	9.00	8.00	55.76
Sewer Treatment						
Total 9-02:			49.89	3.75	4.00	49.64
Water						
Total 9-02:			136.89	21.00	42.50	115.39
Grand Totals:	9-02	CT Avail				

Emp No	Name	Total Gross Amount	2-00 Overtime Emp Amt	10-00 Overtime-G Emp Amt	
	Total Airport:				
		2	1,662.88	.00	.00
	Total City Manager:				
		4	7,697.25	.00	.00
	Total Clerk:				
		3	5,070.74	.00	.00
	Total Community Developmnt:				
		7	13,532.52	.00	.00
	Total Council:				
		5	1,150.00	.00	.00
	Total Finance:				
		4	7,347.70	.00	.00
	Total Golf Course Maint:				
		13	13,814.40	.00	.00
	Total Info systems:				
		2	4,587.01	.00	.00
	Total Library:				
		6	5,713.06	.00	.00
	Total Parks:				
		10	10,330.72	66.32	.00
	Total Police:				
		15	32,564.20	259.04	2,231.53
	Total PW/Streets:				
		11	19,708.58	.00	.00
	Total Recreation:				
		3	4,935.43	134.92	.00
	Total Sewer Collection:				
		2	4,107.09	.00	.00
	Total Sewer Treatment:				
		1	2,167.67	.00	.00
	Total Water:				
		7	11,280.58	131.65	.00
	Grand Totals:				
		95	145,669.83	591.93	2,231.53

Name of Licensee	Event	Location of Event	Day & Date of Event	Time of Event	Revenue
Meeting 9-24-15					
Mountain Java McCall	Concert	501 Pine St.	Tue Sep 8	6:30 pm 11:00 pm	\$20.00
Broken Horn Brewery	Oktoberfest	Alpine Village Plaza	Sat Oct 3	12 pm - 6 pm	\$20.00
Salmon River Brewery	Jim Zokan's Birthday Party	Depot Park	Sat Sep 26	12 pm - 10 pm	\$20.00
Salmon River Brewery	Oktoberfest	Apine Village Plaza	Sat Oct 3	12 pm - 6 pm	\$20.00
Lardo Grill & Saloon, Inc.	Wedding Reception	Brundage Bungalows	Sat Sep 12	4 pm - 11 pm	\$20.00

Alcohol Licenses							
Business Name	Owner(s)	Physical Address	New	Closed	City Lic. No.	Date Issued	Comments
Meeting 9-24-15	No Activity						

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-11750 UTILITY CASH CLEARING						
U.S. BANK NAT'L ASSOC. ND	195106	REFUND - UTILITY A/C #1.9510.6	09/04/15	8.94	.00	
HARDESTY, FRANK OR MARYANN	135152	REFUND - UTILITY A/C #1.3515.2	09/04/15	2.13	.00	
Total 01-11750 UTILITY CASH CLEARING:				11.07	.00	
Total :				11.07	.00	
Total :				11.07	.00	
PAYROLL PAYABLES CLEARING						
03-22375 CHILD SUPPORT						
IDAHO CHILD SUPPORT RECEIPTING	20150904-1	CHILD SUPPORT - 335546	09/04/15	178.14	178.14	09/04/2015
Total 03-22375 CHILD SUPPORT:				178.14	178.14	
Total :				178.14	178.14	
Total PAYROLL PAYABLES CLEARING:				178.14	178.14	
GENERAL FUND						
10-22540 DEPOSITS/EVIDENCE PROPERTY						
INCZE, ILDIKO'	20150914	REFUND - PARKS DEPOSIT	09/14/15	50.00	.00	
Total 10-22540 DEPOSITS/EVIDENCE PROPERTY:				50.00	.00	
Total :				50.00	.00	
INFORMATION SYSTEMS						
10-42-150-460.0 TELEPHONE						
VERIZON WIRELESS	9751600108	CELL SERVICE - 315-3576	09/01/15	52.90	.00	
Total 10-42-150-460.0 TELEPHONE:				52.90	.00	
10-42-150-463.0 DIGITAL PHONE SYSTEM						
FRONTIER	0815-7142	PHONE SERVICE	08/07/15	151.95	.00	
Total 10-42-150-463.0 DIGITAL PHONE SYSTEM:				151.95	.00	
10-42-150-465.0 COMMUNICATIONS - ETHERNET						
FRONTIER	0815-7142	ETHERNET	08/07/15	980.00	.00	
FRONTIER	0915-7142	ETHERNET	09/07/15	980.00	.00	
Total 10-42-150-465.0 COMMUNICATIONS - ETHERNET:				1,960.00	.00	
Total INFORMATION SYSTEMS:				2,164.85	.00	
CITY MANAGER						
10-43-150-460.0 TELEPHONE						
VERIZON WIRELESS	9751480371	A/C #242075278-00001	09/01/15	131.79	.00	
Total 10-43-150-460.0 TELEPHONE:				131.79	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CITY MANAGER:				131.79	.00	
ADMINISTRATIVE COSTS						
10-44-150-200.0 OFFICE SUPPLIES						
OFFICE SAVERS ONLINE	8892-001	SUPPLIES	09/04/15	307.80	.00	
Total 10-44-150-200.0 OFFICE SUPPLIES:				307.80	.00	
10-44-150-310.0 ATTORNEY - CIVIL NON-REIMB						
WHITE PETERSON P.A.	116264	GENERAL CITY ADMIN	08/31/15	5,600.00	.00	
Total 10-44-150-310.0 ATTORNEY - CIVIL NON-REIMB:				5,600.00	.00	
10-44-150-450.0 CLEANING AND CUSTODIAL						
MAY HARDWARE INC.	821921	MR. CLEAN MAGIC ERASERS	09/04/15	3.99	.00	
Total 10-44-150-450.0 CLEANING AND CUSTODIAL:				3.99	.00	
10-44-150-490.0 HEAT, LIGHTS, AND UTILITIES						
AMERIGAS PROPANE L.P.	3043856842-AN	PROPANE - A/C #200810869	09/04/15	40.17	.00	
Total 10-44-150-490.0 HEAT, LIGHTS, AND UTILITIES:				40.17	.00	
10-44-150-500.1 RENTAL - EQUIPMENT MAINTENANCE						
FISHER'S TECHNOLOGY	427500	LANIER MPC4503 BASE MAINT. AGREE	09/02/15	96.65	.00	
Total 10-44-150-500.1 RENTAL - EQUIPMENT MAINTENANCE:				96.65	.00	
10-44-150-570.0 REPAIRS - BUILDING AND GROUNDS						
GLASS PRO INC.	26801	ADJUST CH ENTRY DOOR FRAME	09/01/15	90.00	.00	
Total 10-44-150-570.0 REPAIRS - BUILDING AND GROUNDS:				90.00	.00	
Total ADMINISTRATIVE COSTS:				6,138.61	.00	
FINANCE						
10-45-150-210.0 DEPARTMENT SUPPLIES						
OFFICE SAVERS ONLINE	8892-001	SUPPLIES	09/04/15	7.08	.00	
Total 10-45-150-210.0 DEPARTMENT SUPPLIES:				7.08	.00	
10-45-150-305.0 SOFTWARE SUPPORT - CASELLE						
CASELLE INC.	67953	SOFTWARE SUPPORT CONTRACT	10/01/15	15,960.00	.00	
Total 10-45-150-305.0 SOFTWARE SUPPORT - CASELLE:				15,960.00	.00	
10-45-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
STAR NEWS, THE	37627	DISPLAY ADS - BUDGET	08/31/15	1,092.00	.00	
Total 10-45-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				1,092.00	.00	
Total FINANCE:				17,059.08	.00	
LOCAL OPTION TAX						
10-47-150-670.0 RECREATION FACILITIES						
RICHARD SABALA FOUNDATION	15-22	LOT DISB. - MANCHESTER ICE CENTR	09/11/15	15,000.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-47-150-670.0 RECREATION FACILITIES:				15,000.00	.00	
Total LOCAL OPTION TAX:				15,000.00	.00	
COMMUNITY DEVELOPMENT						
10-48-150-230.0 PRINTING AND BINDING						
PAYETTE LAKES PRINTING	878	SCANS - McCALL RV RESORT	09/05/15	58.80	.00	
Total 10-48-150-230.0 PRINTING AND BINDING:				58.80	.00	
10-48-150-250.0 MOTOR FUELS AND LUBRICANTS						
LAKEVIEW CHEVRON SERVICE INC.	3883	UNLEADED FUEL	09/10/15	51.49	.00	
Total 10-48-150-250.0 MOTOR FUELS AND LUBRICANTS:				51.49	.00	
10-48-150-300.0 PROFESSIONAL SERVICES						
RUSSELL SURVEYING INC.	20150903	DDSS CAD FILE UPDATE	09/03/15	2,000.00	.00	
Total 10-48-150-300.0 PROFESSIONAL SERVICES:				2,000.00	.00	
10-48-150-440.0 PROFESSIONAL DEVELOPMENT						
POWELL, JOHN	20150909	REIMB. - MEALS/TRAINING	09/09/15	25.32	.00	
Total 10-48-150-440.0 PROFESSIONAL DEVELOPMENT:				25.32	.00	
10-48-150-460.0 TELEPHONE						
VERIZON WIRELESS	9751600108	CELL SERVICE - 315-0714	09/01/15	37.46	.00	
VERIZON WIRELESS	9751600108	EQUIPMENT - 315-0714	09/01/15	99.99	.00	
VERIZON WIRELESS	9751600108	CELL SERVICE - 315-1662	09/01/15	52.90	.00	
VERIZON WIRELESS	9751600108	CELL SERVICE - 315-2268	09/01/15	52.90	.00	
VERIZON WIRELESS	9751600108	CELL SERVICE - 315-3927	09/01/15	52.90	.00	
Total 10-48-150-460.0 TELEPHONE:				296.15	.00	
Total COMMUNITY DEVELOPMENT:				2,431.76	.00	
POLICE DEPARTMENT						
10-50-150-210.0 DEPARTMENT SUPPLIES						
BATTERY UNIVERSE	18293	BATTERIES	08/25/15	211.80	.00	
PAUL'S MARKETS	6053901146	ZIPLOCK BAGS	09/02/15	4.96	.00	
Total 10-50-150-210.0 DEPARTMENT SUPPLIES:				216.76	.00	
10-50-150-240.0 MINOR EQUIPMENT						
GALLS LLC	149274	PRO TAC HL FLASHLIGHT	08/28/15	94.95	.00	
Total 10-50-150-240.0 MINOR EQUIPMENT:				94.95	.00	
10-50-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	45323650-PD	FUEL - A/C #7898226282	09/06/15	2,327.31	.00	
Total 10-50-150-250.0 MOTOR FUELS AND LUBRICANTS:				2,327.31	.00	
10-50-150-260.0 POSTAGE						
UNITED PARCEL SERVICE	8459E3375	SHIPPING	09/12/15	37.48	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-50-150-260.0 POSTAGE:				37.48	.00	
10-50-150-275.0 PUBLIC RELATIONS						
CRESTLINE SPECIALTIES INC.	2899209	TEACHING AIDS/MATERIALS	09/02/15	1,327.72	.00	
Total 10-50-150-275.0 PUBLIC RELATIONS:				1,327.72	.00	
10-50-150-300.0 PROFESSIONAL SERVICES						
ST. LUKES McCALL LTD	479474-080115	LAB FEES	08/01/15	41.00	.00	
TRANSUNION LLC	8544592	#1007V4486185 BASIC SVC	08/25/15	5.00	.00	
Total 10-50-150-300.0 PROFESSIONAL SERVICES:				46.00	.00	
10-50-150-405.0 DRUG CASE EXPENDITURES						
VERIZON WIRELESS	9751339305	CELL SERVICE - A/C #270693183-00001	08/26/15	143.24	.00	
Total 10-50-150-405.0 DRUG CASE EXPENDITURES:				143.24	.00	
10-50-150-420.0 TRAVEL AND MEETINGS						
IDAHO STATE POLICE	S6006847	LODGING - ISP OFFICERS/JULY 4TH W	07/30/15	600.00	.00	
Total 10-50-150-420.0 TRAVEL AND MEETINGS:				600.00	.00	
10-50-150-440.0 PROFESSIONAL DEVELOPMENT						
PUBLIC AGENCY TRAINING COUNCIL	197202	PRACTICAL KINESIC INTERVIEW I-JOH	08/27/15	295.00	.00	
Total 10-50-150-440.0 PROFESSIONAL DEVELOPMENT:				295.00	.00	
10-50-150-460.0 TELEPHONE						
FRONTIER	0815-2144	PHONE SERVICE	08/07/15	25.89	.00	
FRONTIER	0915-2144	PHONE SERVICE	09/07/15	25.89	.00	
VERIZON WIRELESS	9751339305	CELL SERVICE - A/C #270693183-00001	08/26/15	180.00	.00	
Total 10-50-150-460.0 TELEPHONE:				231.78	.00	
10-50-150-500.0 RENTAL - OFFICE EQUIPMENT						
WELLS FARGO EQUIPMENT FINANCE	5002425844	XEROX 6605 #6030008337000 LEASE	08/26/15	41.75	.00	
WELLS FARGO EQUIPMENT FINANCE	5002425845	XEROX 6605 #6030008337001 LEASE	08/26/15	41.75	.00	
WELLS FARGO EQUIPMENT FINANCE	5002476935	XEROX WC7845 MINIMUM USAGE	09/12/15	427.50	.00	
Total 10-50-150-500.0 RENTAL - OFFICE EQUIPMENT:				511.00	.00	
10-50-150-501.0 MAINT - COPIER - PER PAGE COST						
BOISE OFFICE EQUIPMENT	IN568096	XEROX X665D'S OVERAGE CHARGE	09/01/15	70.30	.00	
Total 10-50-150-501.0 MAINT - COPIER - PER PAGE COST:				70.30	.00	
10-50-150-570.0 REPAIRS - BUILDING AND GROUNDS						
A-1 HEATING & AIR CONDITIONING	9633	MVP HEATING SERVICE	08/24/15	34.00	.00	
Total 10-50-150-570.0 REPAIRS - BUILDING AND GROUNDS:				34.00	.00	
10-50-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
BOISE MOBILE EQUIPMENT INC.	16129	DOMELIGHTS	09/11/15	173.10	.00	
JERRY'S AUTO PARTS	895962	OIL FILTERS	08/31/15	11.28	.00	
JERRY'S AUTO PARTS	895977	FLOOR MATS	08/31/15	24.99	.00	
JERRY'S AUTO PARTS	896601	WIPER BLADES	09/03/15	32.11	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
JERRY'S AUTO PARTS	897150	WIPER BLADE	09/07/15	8.79	.00	
Total 10-50-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				250.27	.00	
10-50-150-610.0 COMPUTER SOFTWARE						
FILEONQ INC.	5315	MODIFY REPORT	08/31/15	195.00	.00	
L.E.A. DATA TECHNOLOGIES	09-0149-01	INTERNAL INVESTIGATIONS SOFTWARE	09/10/15	2,115.00	.00	
Total 10-50-150-610.0 COMPUTER SOFTWARE:				2,310.00	.00	
Total POLICE DEPARTMENT:				8,495.81	.00	
Total GENERAL FUND:				51,471.90	.00	
PUBLIC WORKS & STREETS FUND						
PUBLIC WORKS & STREETS						
24-55-100-156.0 CLOTHING/UNIFORMS						
RIDLEY'S FAMILY MARKETS	9000030922	PANTS	09/11/15	67.99	.00	
Total 24-55-100-156.0 CLOTHING/UNIFORMS:				67.99	.00	
24-55-150-211.0 MECHANIC SHOP SUPPLIES						
CESCO	P10351	FITTINGS	08/31/15	22.56	.00	
NORCO INC.	16712892	K/J/T, Q, WS/100	08/31/15	40.64	.00	
Total 24-55-150-211.0 MECHANIC SHOP SUPPLIES:				63.20	.00	
24-55-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	45323651-PW	FUEL - A/C #7898226290	09/06/15	1,704.85	.00	
Total 24-55-150-250.0 MOTOR FUELS AND LUBRICANTS:				1,704.85	.00	
24-55-150-300.0 PROFESSIONAL SERVICES						
AMERITITLE - McCALL	9-18695	TITLE RESEARCH - STREETS EASEME	09/14/15	500.00	.00	
DIGLINE INC.	52668-IN	A/C #415 - 57 ADDITIONAL CALLS	08/31/15	30.59	.00	
NOVOTX LLC	1211	ELEMENTS TRAINING	09/14/15	327.19	.00	
Total 24-55-150-300.0 PROFESSIONAL SERVICES:				857.78	.00	
24-55-150-350.0 ENGINEER SERVICES						
SECESH ENGINEERING INC.	3594	MILL ROAD SURVEY	08/15/15	480.00	.00	
Total 24-55-150-350.0 ENGINEER SERVICES:				480.00	.00	
24-55-150-360.0 REIMBURSABLE DEVEL. FEES						
SPF WATER ENGINEERING LLC	20444	SPRINGS PH 2 FIRE FLOW MODELING	08/31/15	330.00	.00	
Total 24-55-150-360.0 REIMBURSABLE DEVEL. FEES:				330.00	.00	
24-55-150-460.0 TELEPHONE						
VERIZON WIRELESS	9751600108	INCENTIVE CREDIT - EQUIPMENT	09/01/15	200.00	.00	
VERIZON WIRELESS	9751600108	CELL SERVICE - 315-3082	09/01/15	37.46	.00	
VERIZON WIRELESS	9751600108	CELL SERVICE - 315-3304	09/01/15	52.90	.00	
VERIZON WIRELESS	9751600108	CELL SERVICE - 315-7790	09/01/15	52.90	.00	
VERIZON WIRELESS	9751600108	CELL SERVICE - 634-9228	09/01/15	18.10	.00	
VERIZON WIRELESS	9751600108	CELL SERVICE - 634-9264	09/01/15	18.10	.00	
VERIZON WIRELESS	9751600108	CELL SERVICE - 634-9303	09/01/15	63.20	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 24-55-150-460.0 TELEPHONE:				42.66	.00	
24-55-150-500.1 RENTAL - EQUIPMENT MAINTENANCE						
RICOH AMERICAS CORP.	5037601965-PW	RICOH MPC3001 MAINT. AGREEMENT	08/25/15	76.73	.00	
Total 24-55-150-500.1 RENTAL - EQUIPMENT MAINTENANCE:				76.73	.00	
24-55-150-540.0 STREET REPAIR - PATCHING						
CONCRETE CONSTRUCTION SUPPLY	M43039	DIAMOND BLADE-18" ASPHALT	08/21/15	229.00	.00	
SPECIALTY CONSTRUCTION SUPPLY	145763-IN	TACK OIL	09/09/15	385.00	.00	
VALLEY PAVING & ASPHALT INC.	8906	3/8" HOT MIX - ASPHALT	08/31/15	5,019.24	.00	
VALLEY PAVING & ASPHALT INC.	8906	3/8" HOT MIX - ASPHALT	08/31/15	564.03	.00	
Total 24-55-150-540.0 STREET REPAIR - PATCHING:				6,197.27	.00	
24-55-150-546.0 STREET REPAIR - STORM DRAIN						
MAY HARDWARE INC.	822275	PVC SLIP CAPS, CEMENT, PRIMER	09/08/15	9.23	.00	
ROBERTSON SUPPLY INC.	4119174	SANITITE WATERTITE COUPLING	09/03/15	145.07	.00	
Total 24-55-150-546.0 STREET REPAIR - STORM DRAIN:				154.30	.00	
24-55-150-548.0 STREET REPAIR - SAND & GRAVEL						
TOM MECKEL SAND & GRAVEL INC.	2015-235	HAULED OUT CONCRETE	08/31/15	400.00	.00	
TOM MECKEL SAND & GRAVEL INC.	2015-239	ANTI-SKID MATERIALS	08/31/15	3,456.00	.00	
TOM MECKEL SAND & GRAVEL INC.	2015-239	BASALT PIT RUN	08/31/15	90.00	.00	
TOM MECKEL SAND & GRAVEL INC.	2015-265	CREDIT - BURN PILE LOADS HAULED	09/10/15	400.00-	.00	
Total 24-55-150-548.0 STREET REPAIR - SAND & GRAVEL:				3,546.00	.00	
24-55-150-549.0 STREET REPAIR -STREET PAINTING						
CURTIS CLEAN SWEEP INC.	113568	STREET PAINTING	08/31/15	2,055.12	.00	
Total 24-55-150-549.0 STREET REPAIR -STREET PAINTING:				2,055.12	.00	
24-55-150-550.0 STREET REPAIR - LIGHTS						
C & N ELECTRICAL CONSTRUCTION	4169	LED BULBS - STREET LIGHTS	09/05/15	5,047.20	.00	
Total 24-55-150-550.0 STREET REPAIR - LIGHTS:				5,047.20	.00	
24-55-150-570.0 REPAIRS - BUILDING AND GROUNDS						
C & N ELECTRICAL CONSTRUCTION	4240	REPLACE BAY DOOR CONTROLLER	09/06/15	145.25	.00	
Total 24-55-150-570.0 REPAIRS - BUILDING AND GROUNDS:				145.25	.00	
24-55-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
JERRY'S AUTO PARTS	896585	ACCUFIT CONVENTIONALS	09/03/15	61.12	.00	
JERRY'S AUTO PARTS	896641	IDLE AIR CTRL VALVE	09/03/15	60.90	.00	
TACOMA SCREW PRODUCTS INC.	20350489	PLUGS, CAPS	09/02/15	121.38	.00	
Total 24-55-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				243.40	.00	
Total PUBLIC WORKS & STREETS:				21,011.75	.00	
GRANT EXPENSES						
24-60-250-117.0 STATE - ITD - CASH FOR TOWNS						
JORDAN, RICHARD L.	1-ITD13471	SH55 ADA PED IMPROVEMENTS	09/15/15	95,000.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 24-60-250-117.0 STATE - ITD - CASH FOR TOWNS:				95,000.00	.00	
24-60-250-120.0 STATE-ITD-CASH FOR TOWNS-MATCH						
JORDAN, RICHARD L.	1-ITD13471	SH55 ADA PED IMPROVEMENTS	09/15/15	15,933.52	.00	
Total 24-60-250-120.0 STATE-ITD-CASH FOR TOWNS-MATCH:				15,933.52	.00	
Total GRANT EXPENSES:				110,933.52	.00	
Total PUBLIC WORKS & STREETS FUND:				131,945.27	.00	
RECREATION FUND						
RECREATION - PROGRAMS						
28-58-150-210.0 DEPARTMENT SUPPLIES						
ACTION MEDICAL INC.	3386	FIRST AID SUPPLIES	09/09/15	60.80	.00	
PROBUILD COMPANY LLC	954075	2X4 FIR	09/05/15	12.63	.00	
Total 28-58-150-210.0 DEPARTMENT SUPPLIES:				73.43	.00	
28-58-150-460.0 TELEPHONE						
VERIZON WIRELESS	9751600108	INCONVENIENCE CREDIT-MTN	09/01/15	29.67-	.00	
VERIZON WIRELESS	9751600108	CELL SERVICE - 315-1141	09/01/15	40.01	.00	
VERIZON WIRELESS	9751600108	CELL SERVICE - 634-6594	09/01/15	52.90	.00	
VERIZON WIRELESS	9751600108	CELL SERVICE - 634-6609	09/01/15	18.73	.00	
Total 28-58-150-460.0 TELEPHONE:				81.97	.00	
28-58-150-501.0 MAINT - COPIER - PER PAGE COST						
FISHER'S TECHNOLOGY	427500	CANON IR3030 BASE MAINT. AGREEM	09/02/15	20.00	.00	
Total 28-58-150-501.0 MAINT - COPIER - PER PAGE COST:				20.00	.00	
Total RECREATION - PROGRAMS:				175.40	.00	
RECREATION - PARKS						
28-59-150-210.0 DEPARTMENT SUPPLIES						
ACTION MEDICAL INC.	3387	FIRST AID SUPPLIES	09/09/15	51.15	.00	
JUGHANDLE WATER COMPANY	159537	WATER COOLER RENTAL, WATER	08/31/15	65.50	.00	
Total 28-59-150-210.0 DEPARTMENT SUPPLIES:				116.65	.00	
28-59-150-226.0 IRRIGATION-CTRL ID HIST MUSEUM						
MCCALL, CITY OF	0915-152751	CENTRAL IDAHO HISTORICAL MUSEU	09/14/15	51.63	.00	
Total 28-59-150-226.0 IRRIGATION-CTRL ID HIST MUSEUM:				51.63	.00	
28-59-150-227.0 IRRIGATION MAINTENANCE						
PROBUILD COMPANY LLC	953895	GALV UNION, NIPPLE	09/03/15	11.78	.00	
MAY HARDWARE INC.	821633	PVC COUPLING, ELBOWS, PIPE	09/01/15	22.55	.00	
MAY HARDWARE INC.	821724	PVC PIPE, TEFLON TAPE	09/02/15	21.56	.00	
MAY HARDWARE INC.	821845	UNIONS, PVC ELBOWS, ADAPTERS, TE	09/03/15	46.92	.00	
MAY HARDWARE INC.	821876	GALV RED BELL, BRS VALVES, NIPPLE	09/03/15	48.50	.00	
MAY HARDWARE INC.	821883	BRS COUPLING	09/03/15	4.94	.00	
MAY HARDWARE INC.	821913	PVC VALVE, BUSHING, HOSE CAPS	09/04/15	15.27	.00	
MAY HARDWARE INC.	821947	PVC BUSHING, GALV NIPPLE	09/04/15	3.85	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 28-59-150-227.0 IRRIGATION MAINTENANCE:				175.37	.00	
28-59-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	45323652-PR	FUEL - A/C #7898226308	09/06/15	487.84	.00	
Total 28-59-150-250.0 MOTOR FUELS AND LUBRICANTS:				487.84	.00	
28-59-150-440.0 PROFESSIONAL DEVELOPMENT						
BECKER, ALBERT	20150903	REIMB. - MILEAGE/MEAL-TRAINING	09/03/15	146.01	.00	
Total 28-59-150-440.0 PROFESSIONAL DEVELOPMENT:				146.01	.00	
28-59-150-460.0 TELEPHONE						
VERIZON WIRELESS	9751600108	CELL SERVICE - 315-0063	09/01/15	52.90	.00	
VERIZON WIRELESS	9751600108	CELL SERVICE - 315-2219	09/01/15	30.10	.00	
VERIZON WIRELESS	9751600108	CELL SERVICE - 634-6609	09/01/15	18.73	.00	
VERIZON WIRELESS	9751600108	CELL SERVICE - 634-9695	09/01/15	44.72	.00	
Total 28-59-150-460.0 TELEPHONE:				146.45	.00	
28-59-150-570.0 REPAIRS - BUILDING AND GROUNDS						
MAY HARDWARE INC.	821505	STAIN	08/31/15	34.99	.00	
MAY HARDWARE INC.	821779	STAIN	09/02/15	34.99	.00	
ROBERTSON SUPPLY INC.	4122499	FILTER FABRIC	09/07/15	92.68	.00	
Total 28-59-150-570.0 REPAIRS - BUILDING AND GROUNDS:				162.66	.00	
Total RECREATION - PARKS:				1,286.61	.00	
Total RECREATION FUND:				1,462.01	.00	
AIRPORT FUND						
AIRPORT DEPARTMENT						
29-56-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	45323655-A	FUEL - A/C #7898226365	09/06/15	70.19	.00	
Total 29-56-150-250.0 MOTOR FUELS AND LUBRICANTS:				70.19	.00	
29-56-150-350.0 ENGINEER SERVICES						
T-O ENGINEERS INC.	05113-3663	AIRPORT GENERAL SERVICES	09/08/15	1,000.00	.00	
Total 29-56-150-350.0 ENGINEER SERVICES:				1,000.00	.00	
29-56-150-460.0 TELEPHONE						
FRONTIER	0915-0267	PHONE SERVICE	09/01/15	65.03	.00	
VERIZON WIRELESS	9751600108	CELL SERVICE - 630-3441	09/01/15	37.46	.00	
VERIZON WIRELESS	9751600108	CELL SERVICE - 630-4659	09/01/15	37.46	.00	
Total 29-56-150-460.0 TELEPHONE:				139.95	.00	
29-56-150-570.0 REPAIRS - BUILDING AND GROUNDS						
ROGERS ELECTRIC INC	2314	WELDER RECEPTACLE	09/02/15	405.74	.00	
Total 29-56-150-570.0 REPAIRS - BUILDING AND GROUNDS:				405.74	.00	
Total AIRPORT DEPARTMENT:				1,615.88	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GRANT EXPENSES						
29-60-250-730.0 FEDERAL - AIP PROJECT						
T-O ENGINEERS INC.	140004-3504	AIP-021 BEACON TOWER/PAVEMENT	07/06/15	4,064.39	.00	
WHITE PETERSON P.A.	116271	AIRPORT IMPROVEMENT PROJECT	08/31/15	428.40	.00	
Total 29-60-250-730.0 FEDERAL - AIP PROJECT:				4,492.79	.00	
29-60-250-731.0 FEDERAL - CITY MATCH (AIP)						
T-O ENGINEERS INC.	140004-3504	AIP-021 BEACON TOWER/PAVEMENT	07/06/15	451.60	.00	
WHITE PETERSON P.A.	116271	AIRPORT IMPROVEMENT PROJECT	08/31/15	47.60	.00	
Total 29-60-250-731.0 FEDERAL - CITY MATCH (AIP):				499.20	.00	
Total GRANT EXPENSES:				4,991.99	.00	
Total AIRPORT FUND:				6,607.87	.00	
GOLF FUND						
GOLF OPERATIONS DEPARTMENT						
54-85-150-210.0 DEPARTMENT SUPPLIES						
ALSCO	LBO11307962	LAUNDRY	09/08/15	20.00	.00	
JERRY'S AUTO PARTS	896359	EXTRACTOR KIT	09/02/15	14.99	.00	
MAY HARDWARE INC.	822709	DEER REPELLENT	09/14/15	24.29	.00	
OFFICE SAVERS ONLINE	8892-001	SUPPLIES	09/04/15	6.49	.00	
SIMPLOT PARTNERS	216020614	MARKING PAINT-RED	09/03/15	90.00	.00	
Total 54-85-150-210.0 DEPARTMENT SUPPLIES:				155.77	.00	
54-85-150-216.0 SUPPLIES - SEED, SOD						
WILBUR-ELLIS CO.	9408556	A-4 TREATED BENTGRASS SEED	09/08/15	1,200.00	.00	
Total 54-85-150-216.0 SUPPLIES - SEED, SOD:				1,200.00	.00	
54-85-150-220.0 TOP DRESSING SAND						
CLOVERDALE NURSERY	161512	FREIGHT - BUNKER SAND	09/02/15	380.00	.00	
Total 54-85-150-220.0 TOP DRESSING SAND:				380.00	.00	
54-85-150-222.0 CHEMICALS						
WILBUR-ELLIS CO.	9367633	BENCHMARK	08/21/15	30.00	.00	
Total 54-85-150-222.0 CHEMICALS:				30.00	.00	
54-85-150-227.0 IRRIGATION MAINTENANCE						
FERGUSON ENTERPRISES INC.	617913	700 SPRINKLER CANS	08/31/15	496.62	.00	
FERGUSON ENTERPRISES INC.	617913	FREIGHT	08/31/15	33.20	.00	
PDM DIVING LLC	1282	SERVICE INTAKE FILTER/INSTALL SPR	09/01/15	550.00	.00	
SILVER CREEK SUPPLY LLC	S1511814.001	CLEMONS CWSEAL BEARING	08/28/15	361.49	.00	
SILVER CREEK SUPPLY LLC	S1512806.001	PVC PIPE, CPLG, ELBOWS, FLAGS	09/01/15	79.12	.00	
Total 54-85-150-227.0 IRRIGATION MAINTENANCE:				1,520.43	.00	
54-85-150-250.0 MOTOR FUELS AND LUBRICANTS						
JERRY'S AUTO PARTS	896359	TRACTOR FLUID, HYDRAULIC FLUID	09/02/15	214.71	.00	
MANTEK	2034895	ROAD RUNNER ALL SEASONS	09/02/15	354.00	.00	
Total 54-85-150-250.0 MOTOR FUELS AND LUBRICANTS:				568.71	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
54-85-150-405.0 MARKETING						
TREASURE VALLEY AVP	108	GOLF COURSE VIDEO	09/02/15	270.00	.00	
Total 54-85-150-405.0 MARKETING:				270.00	.00	
54-85-150-460.0 TELEPHONE						
FRONTIER	0815-7142	GOLF LINE CHARGES	08/07/15	68.39	.00	
FRONTIER	0915-7142	GOLF LINE CHARGES	09/07/15	10.43	.00	
VERIZON WIRELESS	9751600108	CELL SERVICE - 634-6740	09/01/15	52.90	.00	
Total 54-85-150-460.0 TELEPHONE:				131.72	.00	
54-85-150-490.0 HEAT, LIGHTS, AND UTILITIES						
LAKE SHORE DISPOSAL INC.	22854260	WASTE REMOVAL	09/01/15	87.03	.00	
MAY SECURITY	3780477	MONTHLY ALARM SERVICE	09/01/15	30.00	.00	
UNITED PARCEL SERVICE	8459E3375	SHIPPING	09/12/15	8.97	.00	
Total 54-85-150-490.0 HEAT, LIGHTS, AND UTILITIES:				126.00	.00	
54-85-150-522.0 PORTABLE TOILET-RENT CONTRACT						
HONEY DIPPERS INC.	63677	EXTRA PORTABLE SERVICE - GOLF C	08/14/15	125.00	.00	
HONEY DIPPERS INC.	63703	WEEKLY SERVICE - GOLF COURSE	08/25/15	600.00	.00	
HONEY DIPPERS INC.	63775	EXTRA PORTABLE SERVICE - GOLF C	08/28/15	125.00	.00	
HONEY DIPPERS INC.	63775	FLOOR DRAINS CLEANED/GREASE TR	08/28/15	110.00	.00	
HONEY DIPPERS INC.	63801	SHORT-TERM SVC - GOLF COURSE	08/14/15	150.00	.00	
Total 54-85-150-522.0 PORTABLE TOILET-RENT CONTRACT:				1,110.00	.00	
54-85-150-570.0 REPAIRS - BUILDING AND GROUNDS						
CONSOLIDATED ELECTRICAL DIST	4438-463415	8' 4LAMP TANDEM FIXTURE, FLUOR LA	09/10/15	75.06	.00	
MAY HARDWARE INC.	822169	FLUSH LEVER	09/07/15	5.39	.00	
Total 54-85-150-570.0 REPAIRS - BUILDING AND GROUNDS:				80.45	.00	
54-85-150-575.0 REPAIRS - CLUBHOUSE						
MAY HARDWARE INC.	822709	LIQUID PLUMMER, STEM CARTRIDGE	09/14/15	25.18	.00	
Total 54-85-150-575.0 REPAIRS - CLUBHOUSE:				25.18	.00	
54-85-150-590.0 REPAIRS - OTHER EQUIPMENT						
FMI SALES	32131-IN	GAS PRESSURE SPR'S	09/02/15	119.63	.00	
TURF EQUIPMENT & IRRIGATION	389585-00	RETURN - NOZZLE BODY DIAPHRAMS	09/04/15	67.22-	.00	
TURF EQUIPMENT & IRRIGATION	389586-00	RETURN - NOZZLE BODY DIAPHRAMS	09/04/15	160.20-	.00	
TURF EQUIPMENT & IRRIGATION	389782-00	O-RINGS	09/10/15	31.69	.00	
TURF EQUIPMENT & IRRIGATION	755469-00	STARTER MOTOR	08/31/15	144.29	.00	
Total 54-85-150-590.0 REPAIRS - OTHER EQUIPMENT:				68.19	.00	
54-85-200-702.0 CAPITAL PURCHASES						
ESD WASTE2WATER INC.	68475	SITE WORK	09/15/15	3,200.00	.00	
ESD WASTE2WATER INC.	68475	SUMPS, PUMP, HOSE STANDS, GRASS	09/15/15	7,490.00	.00	
ESD WASTE2WATER INC.	68475	FREIGHT	09/15/15	1,580.00	.00	
RePLAY TAMARACK LLC	12	ESD RECYCLE WASH STATION	08/26/15	20,000.00	20,000.00	09/14/2015
Total 54-85-200-702.0 CAPITAL PURCHASES:				32,270.00	20,000.00	
Total GOLF OPERATIONS DEPARTMENT:				37,936.45	20,000.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total GOLF FUND:				37,936.45	20,000.00	
WATER FUND						
WATER DISTRIBUTION						
60-64-100-156.0 CLOTHING/UNIFORMS						
RIDLEY'S FAMILY MARKETS	9000361339	BIB COVERALLS	09/04/15	100.91	.00	
Total 60-64-100-156.0 CLOTHING/UNIFORMS:				100.91	.00	
60-64-150-210.0 DEPARTMENT SUPPLIES						
MAY HARDWARE INC.	822032	GLOVES	09/05/15	19.79	.00	
MAY HARDWARE INC.	822194	VINYL TUBING	09/07/15	15.21	.00	
OFFICE SAVERS ONLINE	8892-001	SUPPLIES	09/04/15	44.99	.00	
Total 60-64-150-210.0 DEPARTMENT SUPPLIES:				79.99	.00	
60-64-150-220.0 FIRST AID/SAFETY						
ACTION MEDICAL INC.	3371	FIRST AID SUPPLIES	09/09/15	168.05	.00	
Total 60-64-150-220.0 FIRST AID/SAFETY:				168.05	.00	
60-64-150-240.0 MINOR EQUIPMENT						
USABLUEBOOK	735007	RECIPROCATING SAW-CORDLESS	08/26/15	271.36	.00	
USABLUEBOOK	735443	REED CUTTER, REED CUTTER WHEEL	08/26/15	146.16	.00	
Total 60-64-150-240.0 MINOR EQUIPMENT:				417.52	.00	
60-64-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	45323653-WT	FUEL - A/C #7898226340	09/06/15	797.45	.00	
Total 60-64-150-250.0 MOTOR FUELS AND LUBRICANTS:				797.45	.00	
60-64-150-260.0 POSTAGE						
UNITED PARCEL SERVICE	8459E3375	SHIPPING	09/12/15	27.89	.00	
Total 60-64-150-260.0 POSTAGE:				27.89	.00	
60-64-150-300.0 PROFESSIONAL SERVICES						
DIGLINE INC.	52668-IN	A/C #415 - 57 ADDITIONAL CALLS	08/31/15	30.59	.00	
NOVOTX LLC	1211	ELEMENTS TRAINING	09/14/15	327.19	.00	
PATRICK'S RELIABLE HOME PREP	317	FLOOR MAINTENANCE	09/08/15	95.00	.00	
Total 60-64-150-300.0 PROFESSIONAL SERVICES:				452.78	.00	
60-64-150-301.0 PROFESSIONAL SERVICES - BILLS						
BILLING DOCUMENT SPECIALISTS	31667	UTILITY BILLING PROCESSING	08/31/15	36.00	.00	
Total 60-64-150-301.0 PROFESSIONAL SERVICES - BILLS:				36.00	.00	
60-64-150-460.0 TELEPHONE						
VERIZON WIRELESS	9751600108	CELL SERVICE - 315-3891	09/01/15	37.46	.00	
VERIZON WIRELESS	9751600108	CELL SERVICE - 315-4250	09/01/15	52.90	.00	
VERIZON WIRELESS	9751600108	CELL SERVICE - 630-3240	09/01/15	52.90	.00	
Total 60-64-150-460.0 TELEPHONE:				143.26	.00	
60-64-150-590.0 REPAIRS - OTHER EQUIPMENT						
FERGUSON ENTERPRISES INC.	615946	METER SETTER, SHIPPING	08/26/15	549.99	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
H. D. FOWLER COMPANY INC.	C366925	CREDIT - FREIGHT	09/01/15	165.73-	.00	
H. D. FOWLER COMPANY INC.	I4022796	FORD SETTERS	08/28/15	1,691.34	.00	
H. D. FOWLER COMPANY INC.	I4029539	VALVE BOX RISERS	09/04/15	368.50	.00	
H. D. FOWLER COMPANY INC.	I4029540	MANHOLE LID, SLAB RING	09/04/15	218.75	.00	
PROBUILD COMPANY LLC	953296	CONCRETE MIX	08/31/15	27.96	.00	
PROBUILD COMPANY LLC	953471	CONCRETE MIX	09/01/15	13.98	.00	
PROBUILD COMPANY LLC	953626	MORTAR SPEC MIX	09/02/15	8.99	.00	
RICOH AMERICAS CORP.	5037734725-WT	RICOH AF2020D MAINT. AGREEMENT	09/01/15	8.87	.00	
Total 60-64-150-590.0 REPAIRS - OTHER EQUIPMENT:				2,722.65	.00	
Total WATER DISTRIBUTION:				4,946.50	.00	
Total WATER FUND:				4,946.50	.00	
SEWER FUND						
SEWER - COLLECTION						
70-74-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	45323654-SD	FUEL - A/C #7898226357	09/06/15	715.23	.00	
Total 70-74-150-250.0 MOTOR FUELS AND LUBRICANTS:				715.23	.00	
70-74-150-300.0 PROFESSIONAL SERVICES						
DIGLINE INC.	52668-IN	A/C #415 - 57 ADDITIONAL CALLS	08/31/15	30.59	.00	
HONEY DIPPERS INC.	63680	CLEAN LIFT STATION - #4	08/11/15	325.00	.00	
Total 70-74-150-300.0 PROFESSIONAL SERVICES:				355.59	.00	
70-74-150-301.0 PROFESSIONAL SERVICES - BILLS						
BILLING DOCUMENT SPECIALISTS	31667	UTILITY BILLING PROCESSING	08/31/15	39.00	.00	
Total 70-74-150-301.0 PROFESSIONAL SERVICES - BILLS:				39.00	.00	
70-74-150-460.0 TELEPHONE						
VERIZON WIRELESS	9751600108	CELL SERVICE - 630-4721	09/01/15	32.72	.00	
VERIZON WIRELESS	9751600108	CELL SERVICE - 634-9852	09/01/15	18.10	.00	
Total 70-74-150-460.0 TELEPHONE:				50.82	.00	
70-74-150-590.0 REPAIRS - OTHER EQUIPMENT						
FERGUSON ENTERPRISES INC.	618184	GRD RINGS	09/03/15	265.44	.00	
H. D. FOWLER COMPANY INC.	C366998	CREDIT - SLAB RING	09/01/15	120.00-	.00	
H. D. FOWLER COMPANY INC.	I4026398	SLAB RING	09/01/15	120.00	.00	
PLATT ELECTRIC SUPPLY	H543577	CONTROL USER INTERFACES	09/02/15	444.80	.00	
Total 70-74-150-590.0 REPAIRS - OTHER EQUIPMENT:				710.24	.00	
70-74-200-724.0 SEWER MAIN EXT.-HAYES STR.						
GRANITE EXCAVATION INC.	14-999-02	HAYES ST. SEWER EXTENSION	09/08/15	932.16	.00	
Total 70-74-200-724.0 SEWER MAIN EXT.-HAYES STR.:				932.16	.00	
Total SEWER - COLLECTION:				2,803.04	.00	
SEWER - TREATMENT						
70-75-150-210.0 DEPARTMENT SUPPLIES						
HACH COMPANY	9535510	DPD FREE BULK DISPENSER+POWDE	08/19/15	60.09	.00	
JERRY'S AUTO PARTS	896624	GREASE	09/03/15	13.68	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 70-75-150-210.0 DEPARTMENT SUPPLIES:				73.77	.00	
70-75-150-222.0 CHEMICALS						
THATCHER COMPANY	1369818	SALT-EXTRA COARSE	08/03/15	2,480.30	.00	
THATCHER COMPANY	1370918	SALT-EXTRA COARSE	08/28/15	2,078.00	.00	
Total 70-75-150-222.0 CHEMICALS:				4,558.30	.00	
70-75-150-240.0 MINOR EQUIPMENT						
NORTHWEST SCIENTIFIC INC.	5075281	SENSOR CAPS	08/18/15	217.78	.00	
Total 70-75-150-240.0 MINOR EQUIPMENT:				217.78	.00	
70-75-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	45323654-SD	FUEL - A/C #7898226357	09/06/15	189.73	.00	
Total 70-75-150-250.0 MOTOR FUELS AND LUBRICANTS:				189.73	.00	
70-75-150-260.0 POSTAGE						
UNITED PARCEL SERVICE	8459E3375	SHIPPING	09/12/15	63.64	.00	
Total 70-75-150-260.0 POSTAGE:				63.64	.00	
70-75-150-300.0 PROFESSIONAL SERVICES						
NOVOTX LLC	1211	ELEMENTS TRAINING	09/14/15	327.18	.00	
Total 70-75-150-300.0 PROFESSIONAL SERVICES:				327.18	.00	
70-75-150-310.0 ATTORNEY SERVICES						
WHITE PETERSON P.A.	116003	JOINT WW ADVISORY GROUP	07/29/15	1,179.50	.00	
Total 70-75-150-310.0 ATTORNEY SERVICES:				1,179.50	.00	
70-75-150-460.0 TELEPHONE						
VERIZON WIRELESS	9751600108	CELL SERVICE - 315-0289	09/01/15	52.90	.00	
Total 70-75-150-460.0 TELEPHONE:				52.90	.00	
70-75-150-570.0 REPAIRS - BUILDING AND GROUNDS						
MAY HARDWARE INC.	821628	ABS COUPLINGS	09/01/15	19.76	.00	
Total 70-75-150-570.0 REPAIRS - BUILDING AND GROUNDS:				19.76	.00	
70-75-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
JERRY'S AUTO PARTS	897659	HUB BEARING ASSM	09/10/15	109.61	.00	
JERRY'S AUTO PARTS	897669	OIL FILTER	09/10/15	2.34	.00	
Total 70-75-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				111.95	.00	
70-75-150-590.0 REPAIRS - OTHER EQUIPMENT						
FRANKLIN BUILDING SUPPLY	773273	2X8 STYRAFOAM INS.	09/02/15	310.50	.00	
ROBERTSON SUPPLY INC.	4121015	ABS ELBOWS, PIPE, CEMENT	09/02/15	438.83	.00	
Total 70-75-150-590.0 REPAIRS - OTHER EQUIPMENT:				749.33	.00	
Total SEWER - TREATMENT:				7,543.84	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
J DITCH RE-USE						
70-76-350-824.0 SERIES '08 REV BOND INTEREST						
ZIONS FIRST NATIONAL BANK	IBBA2008B-201510	IBBA REVENUE BONDS-SERIES 2008B	10/01/15	23,270.83	.00	
Total 70-76-350-824.0 SERIES '08 REV BOND INTEREST:				23,270.83	.00	
70-76-350-825.0 SERIES '08 REV BOND PRINCIPAL						
ZIONS FIRST NATIONAL BANK	IBBA2008B-201510	IBBA REVENUE BONDS-SERIES 2008B	10/01/15	17,916.67	.00	
Total 70-76-350-825.0 SERIES '08 REV BOND PRINCIPAL:				17,916.67	.00	
Total J DITCH RE-USE:				41,187.50	.00	
Total SEWER FUND:				51,534.38	.00	
Grand Totals:				286,093.59	20,178.14	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
LIBRARY FUND						
LIBRARY DEPARTMENT						
25-57-150-200.0 OFFICE SUPPLIES						
OFFICE SAVERS ONLINE	8892-001	SUPPLIES	09/04/15	3.99	.00	
Total 25-57-150-200.0 OFFICE SUPPLIES:				3.99	.00	
25-57-150-210.0 DEPARTMENT SUPPLIES						
ABC STAMP SIGNS & AWARDS	480486	ID TAGS, LANYARD NAMETAGS	08/07/15	105.15	.00	
McCALL DRUG	SR724499	GIFT CARD	09/01/15	25.00	.00	
Total 25-57-150-210.0 DEPARTMENT SUPPLIES:				130.15	.00	
25-57-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
STAR NEWS, THE	37693	PERSONAL AD - LIBRARY CLERK	08/31/15	15.10	.00	
Total 25-57-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				15.10	.00	
25-57-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS						
BAKER & TAYLOR BOOKS	4011324165	BOOKS	08/19/15	341.78	.00	
Total 25-57-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS:				341.78	.00	
25-57-150-450.0 CLEANING AND CUSTODIAL						
MAY HARDWARE INC.	822012	BLOWOFF DUSTER	09/04/15	15.28	.00	
Total 25-57-150-450.0 CLEANING AND CUSTODIAL:				15.28	.00	
25-57-150-460.0 TELEPHONE						
VERIZON WIRELESS	9751600108	CELL SERVICE - 315-7855	09/01/15	67.64	.00	
VERIZON WIRELESS	9751600108	EQUIPMENT - 315-7855	09/01/15	99.98	.00	
Total 25-57-150-460.0 TELEPHONE:				167.62	.00	
25-57-150-467.0 YOUNG ADULT MATERIALS						
BAKER & TAYLOR BOOKS	4011333715	BOOKS	08/31/15	175.85	.00	
Total 25-57-150-467.0 YOUNG ADULT MATERIALS:				175.85	.00	
25-57-150-500.0 RENTAL - OFFICE EQUIPMENT						
RICOH AMERICAS CORP.	9013164544-L	RICOH MPC2003 COPIER LEASE	08/25/15	98.12	.00	
Total 25-57-150-500.0 RENTAL - OFFICE EQUIPMENT:				98.12	.00	
25-57-150-500.1 RENTAL - EQUIPMENT MAINTENANCE						
RICOH AMERICAS CORP.	9013164544-L	RICOH MPC2003 MAINT. AGREEMENT	08/25/15	44.51	.00	
Total 25-57-150-500.1 RENTAL - EQUIPMENT MAINTENANCE:				44.51	.00	
Total LIBRARY DEPARTMENT:				992.40	.00	
Total LIBRARY FUND:				992.40	.00	
Grand Totals:				992.40	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
A-1 HEATING & AIR CONDITIONING					
1145	A-1 HEATING & AIR CONDITION	9633	MVP HEATING SERVICE	08/24/15	34.00
Total A-1 HEATING & AIR CONDITIONING:					34.00
ACTION MEDICAL INC.					
1390	ACTION MEDICAL INC.	3371	FIRST AID SUPPLIES	09/09/15	168.05
1390	ACTION MEDICAL INC.	3386	FIRST AID SUPPLIES	09/09/15	60.80
1390	ACTION MEDICAL INC.	3387	FIRST AID SUPPLIES	09/09/15	51.15
Total ACTION MEDICAL INC.:					280.00
ALSCO					
2300	ALSCO	LBOI1307962	LAUNDRY	09/08/15	20.00
Total ALSCO:					20.00
AMERIGAS PROPANE L.P.					
2700	AMERIGAS PROPANE L.P.	3043856842-A	PROPANE - A/C #200810869	09/04/15	40.17
Total AMERIGAS PROPANE L.P.:					40.17
AMERITITLE - McCALL					
2755	AMERITITLE - McCALL	9-18695	TITLE RESEARCH - STREETS EA	09/14/15	500.00
Total AMERITITLE - McCALL:					500.00
BATTERY UNIVERSE					
3910	BATTERY UNIVERSE	18293	BATTERIES	08/25/15	211.80
Total BATTERY UNIVERSE:					211.80
BECKER, ALBERT					
4058	BECKER, ALBERT	20150903	REIMB. - MILEAGE/MEAL-TRAINI	09/03/15	146.01
Total BECKER, ALBERT:					146.01
BILLING DOCUMENT SPECIALISTS					
4645	BILLING DOCUMENT SPECIALI	31667	UTILITY BILLING PROCESSING	08/31/15	36.00
4645	BILLING DOCUMENT SPECIALI	31667	UTILITY BILLING PROCESSING	08/31/15	39.00
Total BILLING DOCUMENT SPECIALISTS:					75.00
BOISE MOBILE EQUIPMENT INC.					
4860	BOISE MOBILE EQUIPMENT IN	16129	DOME LIGHTS	09/11/15	173.10
Total BOISE MOBILE EQUIPMENT INC.:					173.10
BOISE OFFICE EQUIPMENT					
4870	BOISE OFFICE EQUIPMENT	IN568096	XEROX X665D'S OVERAGE CHA	09/01/15	70.30
Total BOISE OFFICE EQUIPMENT:					70.30

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
C & N ELECTRICAL CONSTRUCTION					
5985	C & N ELECTRICAL CONSTRUC	4169	LED BULBS - STREET LIGHTS	09/05/15	5,047.20
5985	C & N ELECTRICAL CONSTRUC	4240	REPLACE BAY DOOR CONTROL	09/06/15	145.25
Total C & N ELECTRICAL CONSTRUCTION:					5,192.45
CASELLE INC.					
6420	CASELLE INC.	67953	SOFTWARE SUPPORT CONTRA	10/01/15	15,960.00
Total CASELLE INC.:					15,960.00
CESCO					
6600	CESCO	P10351	FITTINGS	08/31/15	22.56
Total CESCO:					22.56
CHEVRON TEXACO					
6760	CHEVRON TEXACO	45323650-PD	FUEL - A/C #7898226282	09/06/15	2,327.31
6760	CHEVRON TEXACO	45323651-PW	FUEL - A/C #7898226290	09/06/15	1,704.85
6760	CHEVRON TEXACO	45323652-PR	FUEL - A/C #7898226308	09/06/15	487.84
6760	CHEVRON TEXACO	45323653-WT	FUEL - A/C #7898226340	09/06/15	797.45
6760	CHEVRON TEXACO	45323654-SD	FUEL - A/C #7898226357	09/06/15	715.23
6760	CHEVRON TEXACO	45323654-SD	FUEL - A/C #7898226357	09/06/15	189.73
6760	CHEVRON TEXACO	45323655-A	FUEL - A/C #7898226365	09/06/15	70.19
Total CHEVRON TEXACO:					6,292.60
CLOVERDALE NURSERY					
7180	CLOVERDALE NURSERY	161512	FREIGHT - BUNKER SAND	09/02/15	380.00
Total CLOVERDALE NURSERY:					380.00
CONCRETE CONSTRUCTION SUPPLY					
7670	CONCRETE CONSTRUCTION S	M43039	DIAMOND BLADE-18" ASPHALT	08/21/15	229.00
Total CONCRETE CONSTRUCTION SUPPLY:					229.00
CONSOLIDATED ELECTRICAL DIST					
7720	CONSOLIDATED ELECTRICAL	4438-463415	8' 4LAMP TANDEM FIXTURE, FLU	09/10/15	75.06
Total CONSOLIDATED ELECTRICAL DIST:					75.06
CRESTLINE SPECIALTIES INC.					
8195	CRESTLINE SPECIALTIES INC.	2899209	TEACHING AIDS/MATERIALS	09/02/15	1,327.72
Total CRESTLINE SPECIALTIES INC.:					1,327.72
CURTIS CLEAN SWEEP INC.					
8370	CURTIS CLEAN SWEEP INC.	113568	STREET PAINTING	08/31/15	2,055.12
Total CURTIS CLEAN SWEEP INC.:					2,055.12
DIGLINE INC.					
9140	DIGLINE INC.	52668-IN	A/C #415 - 57 ADDITIONAL CALL	08/31/15	30.59

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
9140	DIGLINE INC.	52668-IN	A/C #415 - 57 ADDITIONAL CALL	08/31/15	30.59
9140	DIGLINE INC.	52668-IN	A/C #415 - 57 ADDITIONAL CALL	08/31/15	30.59
Total DIGLINE INC.:					91.77
ESD WASTE2WATER INC.					
10100	ESD WASTE2WATER INC.	68475	SITE WORK	09/15/15	3,200.00
10100	ESD WASTE2WATER INC.	68475	SUMPS, PUMP, HOSE STANDS,	09/15/15	7,490.00
10100	ESD WASTE2WATER INC.	68475	FREIGHT	09/15/15	1,580.00
Total ESD WASTE2WATER INC.:					12,270.00
FERGUSON ENTERPRISES INC.					
10745	FERGUSON ENTERPRISES INC	615946	METER SETTER, SHIPPING	08/26/15	549.99
10745	FERGUSON ENTERPRISES INC	617913	700 SPRINKLER CANS	08/31/15	496.62
10745	FERGUSON ENTERPRISES INC	617913	FREIGHT	08/31/15	33.20
10745	FERGUSON ENTERPRISES INC	618184	GRD RINGS	09/03/15	265.44
Total FERGUSON ENTERPRISES INC.:					1,345.25
FILEONQ INC.					
10785	FILEONQ INC.	5315	MODIFY REPORT	08/31/15	195.00
Total FILEONQ INC.:					195.00
FISHER'S TECHNOLOGY					
10985	FISHER'S TECHNOLOGY	427500	LANIER MPC4503 BASE MAINT.	09/02/15	96.65
10985	FISHER'S TECHNOLOGY	427500	CANON IR3030 BASE MAINT. AG	09/02/15	20.00
Total FISHER'S TECHNOLOGY:					116.65
FMI SALES					
11140	FMI SALES	32131-IN	GAS PRESSURE SPR'S	09/02/15	119.63
Total FMI SALES:					119.63
FRANKLIN BUILDING SUPPLY					
11280	FRANKLIN BUILDING SUPPLY	773273	2X8 STYRAFOAM INS.	09/02/15	310.50
Total FRANKLIN BUILDING SUPPLY:					310.50
FRONTIER					
11500	FRONTIER	0815-2144	PHONE SERVICE	08/07/15	25.89
11500	FRONTIER	0815-7142	PHONE SERVICE	08/07/15	151.95
11500	FRONTIER	0815-7142	ETHERNET	08/07/15	980.00
11500	FRONTIER	0815-7142	GOLF LINE CHARGES	08/07/15	68.39
11500	FRONTIER	0915-0267	PHONE SERVICE	09/01/15	65.03
11500	FRONTIER	0915-2144	PHONE SERVICE	09/07/15	25.89
11500	FRONTIER	0915-7142	ETHERNET	09/07/15	980.00
11500	FRONTIER	0915-7142	GOLF LINE CHARGES	09/07/15	10.43
Total FRONTIER:					2,307.58

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
GALLS LLC					
11640	GALLS LLC	149274	PRO TAC HL FLASHLIGHT	08/28/15	94.95
Total GALLS LLC:					94.95
GLASS PRO INC.					
12080	GLASS PRO INC.	26801	ADJUST CH ENTRY DOOR FRAM	09/01/15	90.00
Total GLASS PRO INC.:					90.00
GRANITE EXCAVATION INC.					
12385	GRANITE EXCAVATION INC.	14-999-02	HAYES ST. SEWER EXTENSION	09/08/15	932.16
Total GRANITE EXCAVATION INC.:					932.16
H. D. FOWLER COMPANY INC.					
12755	H. D. FOWLER COMPANY INC.	C366925	CREDIT - FREIGHT	09/01/15	165.73-
12755	H. D. FOWLER COMPANY INC.	C366998	CREDIT - SLAB RING	09/01/15	120.00-
12755	H. D. FOWLER COMPANY INC.	I4022796	FORD SETTERS	08/28/15	1,691.34
12755	H. D. FOWLER COMPANY INC.	I4026398	SLAB RING	09/01/15	120.00
12755	H. D. FOWLER COMPANY INC.	I4029539	VALVE BOX RISERS	09/04/15	368.50
12755	H. D. FOWLER COMPANY INC.	I4029540	MANHOLE LID, SLAB RING	09/04/15	218.75
Total H. D. FOWLER COMPANY INC.:					2,112.86
HACH COMPANY					
12780	HACH COMPANY	9535510	DPD FREE BULK DISPENSER+P	08/19/15	60.09
Total HACH COMPANY:					60.09
HARDESTY, FRANK OR MARYANN					
99167	HARDESTY, FRANK OR MARYA	135152	REFUND - UTILITY A/C #1.3515.2	09/04/15	2.13
Total HARDESTY, FRANK OR MARYANN:					2.13
HONEY DIPPERS INC.					
14100	HONEY DIPPERS INC.	63677	EXTRA PORTABLE SERVICE - G	08/14/15	125.00
14100	HONEY DIPPERS INC.	63680	CLEAN LIFT STATION - #4	08/11/15	325.00
14100	HONEY DIPPERS INC.	63703	WEEKLY SERVICE - GOLF COUR	08/25/15	600.00
14100	HONEY DIPPERS INC.	63775	EXTRA PORTABLE SERVICE - G	08/28/15	125.00
14100	HONEY DIPPERS INC.	63775	FLOOR DRAINS CLEANED/GREA	08/28/15	110.00
14100	HONEY DIPPERS INC.	63801	SHORT-TERM SVC - GOLF COUR	08/14/15	150.00
Total HONEY DIPPERS INC.:					1,435.00
IDAHO CHILD SUPPORT RECEIPTING					
14860	IDAHO CHILD SUPPORT RECEI	20150904-1	CHILD SUPPORT - 335546	09/04/15	178.14
Total IDAHO CHILD SUPPORT RECEIPTING:					178.14
IDAHO STATE POLICE					
15530	IDAHO STATE POLICE	S6006847	LODGING - ISP OFFICERS/JULY	07/30/15	600.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total IDAHO STATE POLICE:					600.00
INCZE, ILDIKO'					
99165	INCZE, ILDIKO'	20150914	REFUND - PARKS DEPOSIT	09/14/15	50.00
Total INCZE, ILDIKO':					50.00
JERRY'S AUTO PARTS					
16890	JERRY'S AUTO PARTS	895962	OIL FILTERS	08/31/15	11.28
16890	JERRY'S AUTO PARTS	895977	FLOOR MATS	08/31/15	24.99
16890	JERRY'S AUTO PARTS	896359	EXTRACTOR KIT	09/02/15	14.99
16890	JERRY'S AUTO PARTS	896359	TRACTOR FLUID, HYDRAULIC FL	09/02/15	214.71
16890	JERRY'S AUTO PARTS	896585	ACCUFIT CONVENTIONALS	09/03/15	61.12
16890	JERRY'S AUTO PARTS	896601	WIPER BLADES	09/03/15	32.11
16890	JERRY'S AUTO PARTS	896624	GREASE	09/03/15	13.68
16890	JERRY'S AUTO PARTS	896641	IDLE AIR CTRL VALVE	09/03/15	60.90
16890	JERRY'S AUTO PARTS	897150	WIPER BLADE	09/07/15	8.79
16890	JERRY'S AUTO PARTS	897659	HUB BEARING ASSM	09/10/15	109.61
16890	JERRY'S AUTO PARTS	897669	OIL FILTER	09/10/15	2.34
Total JERRY'S AUTO PARTS:					554.52
JORDAN, RICHARD L.					
17025	JORDAN, RICHARD L.	1-ITD13471	SH55 ADA PED IMPROVEMENTS	09/15/15	95,000.00
17025	JORDAN, RICHARD L.	1-ITD13471	SH55 ADA PED IMPROVEMENTS	09/15/15	15,933.52
Total JORDAN, RICHARD L.:					110,933.52
JUGHANDLE WATER COMPANY					
17057	JUGHANDLE WATER COMPAN	159537	WATER COOLER RENTAL, WATE	08/31/15	65.50
Total JUGHANDLE WATER COMPANY:					65.50
L.E.A. DATA TECHNOLOGIES					
18025	L.E.A. DATA TECHNOLOGIES	09-0149-01	INTERNAL INVESTIGATIONS SO	09/10/15	2,115.00
Total L.E.A. DATA TECHNOLOGIES:					2,115.00
LAKE SHORE DISPOSAL INC.					
18140	LAKE SHORE DISPOSAL INC.	22854260	WASTE REMOVAL	09/01/15	87.03
Total LAKE SHORE DISPOSAL INC.:					87.03
LAKEVIEW CHEVRON SERVICE INC.					
18200	LAKEVIEW CHEVRON SERVICE	3883	UNLEADED FUEL	09/10/15	51.49
Total LAKEVIEW CHEVRON SERVICE INC.:					51.49
MANTEK					
19760	MANTEK	2034895	ROAD RUNNER ALL SEASONS	09/02/15	354.00
Total MANTEK:					354.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
MAY HARDWARE INC.					
20160	MAY HARDWARE INC.	821505	STAIN	08/31/15	34.99
20160	MAY HARDWARE INC.	821628	ABS COUPLINGS	09/01/15	19.76
20160	MAY HARDWARE INC.	821633	PVC COUPLING, ELBOWS, PIPE	09/01/15	22.55
20160	MAY HARDWARE INC.	821724	PVC PIPE, TEFLON TAPE	09/02/15	21.56
20160	MAY HARDWARE INC.	821779	STAIN	09/02/15	34.99
20160	MAY HARDWARE INC.	821845	UNIONS, PVC ELBOWS, ADAPTE	09/03/15	46.92
20160	MAY HARDWARE INC.	821876	GALV RED BELL, BRS VALVES, N	09/03/15	48.50
20160	MAY HARDWARE INC.	821883	BRS COUPLING	09/03/15	4.94
20160	MAY HARDWARE INC.	821913	PVC VALVE, BUSHING, HOSE CA	09/04/15	15.27
20160	MAY HARDWARE INC.	821921	MR. CLEAN MAGIC ERASERS	09/04/15	3.99
20160	MAY HARDWARE INC.	821947	PVC BUSHING, GALV NIPPLE	09/04/15	3.85
20160	MAY HARDWARE INC.	822032	GLOVES	09/05/15	19.79
20160	MAY HARDWARE INC.	822169	FLUSH LEVER	09/07/15	5.39
20160	MAY HARDWARE INC.	822194	VINYL TUBING	09/07/15	15.21
20160	MAY HARDWARE INC.	822275	PVC SLIP CAPS, CEMENT, PRIM	09/08/15	9.23
20160	MAY HARDWARE INC.	822709	DEER REPELLENT	09/14/15	24.29
20160	MAY HARDWARE INC.	822709	LIQUID PLUMMER, STEM CARTR	09/14/15	25.18
Total MAY HARDWARE INC.:					356.41
MAY SECURITY					
20158	MAY SECURITY	3780477	MONTHLY ALARM SERVICE	09/01/15	30.00
Total MAY SECURITY:					30.00
MCCALL, CITY OF					
6960	MCCALL, CITY OF	0915-152751	CENTRAL IDAHO HISTORICAL M	09/14/15	51.63
Total MCCALL, CITY OF:					51.63
NORCO INC.					
22940	NORCO INC.	16712892	K/J/T, Q, WS/100	08/31/15	40.64
Total NORCO INC.:					40.64
NORTHWEST SCIENTIFIC INC.					
23150	NORTHWEST SCIENTIFIC INC.	5075281	SENSOR CAPS	08/18/15	217.78
Total NORTHWEST SCIENTIFIC INC.:					217.78
NOVOTX LLC					
23250	NOVOTX LLC	1211	ELEMENTS TRAINING	09/14/15	327.19
23250	NOVOTX LLC	1211	ELEMENTS TRAINING	09/14/15	327.19
23250	NOVOTX LLC	1211	ELEMENTS TRAINING	09/14/15	327.18
Total NOVOTX LLC:					981.56
OFFICE SAVERS ONLINE					
22363	OFFICE SAVERS ONLINE	8892-001	SUPPLIES	09/04/15	307.80
22363	OFFICE SAVERS ONLINE	8892-001	SUPPLIES	09/04/15	7.08
22363	OFFICE SAVERS ONLINE	8892-001	SUPPLIES	09/04/15	6.49
22363	OFFICE SAVERS ONLINE	8892-001	SUPPLIES	09/04/15	44.99

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total OFFICE SAVERS ONLINE:					366.36
PATRICK'S RELIABLE HOME PREP					
24025	PATRICK'S RELIABLE HOME PR	317	FLOOR MAINTENANCE	09/08/15	95.00
Total PATRICK'S RELIABLE HOME PREP:					95.00
PAUL'S MARKETS					
24060	PAUL'S MARKETS	6053901146	ZIPLOCK BAGS	09/02/15	4.96
Total PAUL'S MARKETS:					4.96
PAYETTE LAKES PRINTING					
24110	PAYETTE LAKES PRINTING	878	SCANS - McCALL RV RESORT	09/05/15	58.80
Total PAYETTE LAKES PRINTING:					58.80
PDM DIVING LLC					
23750	PDM DIVING LLC	1282	SERVICE INTAKE FILTER/INSTAL	09/01/15	550.00
Total PDM DIVING LLC:					550.00
PLATT ELECTRIC SUPPLY					
24508	PLATT ELECTRIC SUPPLY	H543577	CONTROL USER INTERFACES	09/02/15	444.80
Total PLATT ELECTRIC SUPPLY:					444.80
POWELL, JOHN					
24747	POWELL, JOHN	20150909	REIMB. - MEALS/TRAINING	09/09/15	25.32
Total POWELL, JOHN:					25.32
PROBUILD COMPANY LLC					
19400	PROBUILD COMPANY LLC	953296	CONCRETE MIX	08/31/15	27.96
19400	PROBUILD COMPANY LLC	953471	CONCRETE MIX	09/01/15	13.98
19400	PROBUILD COMPANY LLC	953626	MORTAR SPEC MIX	09/02/15	8.99
19400	PROBUILD COMPANY LLC	953895	GALV UNION, NIPPLE	09/03/15	11.78
19400	PROBUILD COMPANY LLC	954075	2X4 FIR	09/05/15	12.63
Total PROBUILD COMPANY LLC:					75.34
PUBLIC AGENCY TRAINING COUNCIL					
25140	PUBLIC AGENCY TRAINING CO	197202	PRACTICAL KINESIC INTERVIEW	08/27/15	295.00
Total PUBLIC AGENCY TRAINING COUNCIL:					295.00
RePLAY TAMARACK LLC					
25665	RePLAY TAMARACK LLC	12	ESD RECYCLE WASH STATION	08/26/15	20,000.00
Total RePLAY TAMARACK LLC:					20,000.00
RICHARD SABALA FOUNDATION					
25740	RICHARD SABALA FOUNDATIO	15-22	LOT DISB. - MANCHESTER ICE C	09/11/15	15,000.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total RICHARD SABALA FOUNDATION:					15,000.00
RICOH AMERICAS CORP.					
25770	RICOH AMERICAS CORP.	5037601965-P	RICOH MPC3001 MAINT. AGREE	08/25/15	76.73
25770	RICOH AMERICAS CORP.	5037734725-W	RICOH AF2020D MAINT. AGREE	09/01/15	8.87
Total RICOH AMERICAS CORP.:					85.60
RIDLEY'S FAMILY MARKETS					
25800	RIDLEY'S FAMILY MARKETS	9000030922	PANTS	09/11/15	67.99
25800	RIDLEY'S FAMILY MARKETS	9000361339	BIB COVERALLS	09/04/15	100.91
Total RIDLEY'S FAMILY MARKETS:					168.90
ROBERTSON SUPPLY INC.					
26140	ROBERTSON SUPPLY INC.	4119174	SANITITE WATERTITE COUPLIN	09/03/15	145.07
26140	ROBERTSON SUPPLY INC.	4121015	ABS ELBOWS, PIPE, CEMENT	09/02/15	438.83
26140	ROBERTSON SUPPLY INC.	4122499	FILTER FABRIC	09/07/15	92.68
Total ROBERTSON SUPPLY INC.:					676.58
ROGERS ELECTRIC INC					
26420	ROGERS ELECTRIC INC	2314	WELDER RECEPTACLE	09/02/15	405.74
Total ROGERS ELECTRIC INC:					405.74
RUSSELL SURVEYING INC.					
26730	RUSSELL SURVEYING INC.	20150903	DDSS CAD FILE UPDATE	09/03/15	2,000.00
Total RUSSELL SURVEYING INC.:					2,000.00
SECESH ENGINEERING INC.					
27360	SECESH ENGINEERING INC.	3594	MILL ROAD SURVEY	08/15/15	480.00
Total SECESH ENGINEERING INC.:					480.00
SILVER CREEK SUPPLY LLC					
27965	SILVER CREEK SUPPLY LLC	S1511814.001	CLEMONS CWSEAL BEARING	08/28/15	361.49
27965	SILVER CREEK SUPPLY LLC	S1512806.001	PVC PIPE, CPLG, ELBOWS, FLA	09/01/15	79.12
Total SILVER CREEK SUPPLY LLC:					440.61
SIMPLOT PARTNERS					
28080	SIMPLOT PARTNERS	216020614	MARKING PAINT-RED	09/03/15	90.00
Total SIMPLOT PARTNERS:					90.00
SPECIALTY CONSTRUCTION SUPPLY					
28660	SPECIALTY CONSTRUCTION S	145763-IN	TACK OIL	09/09/15	385.00
Total SPECIALTY CONSTRUCTION SUPPLY:					385.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
SPF WATER ENGINEERING LLC					
28895	SPF WATER ENGINEERING LLC	20444	SPRINGS PH 2 FIRE FLOW MOD	08/31/15	330.00
Total SPF WATER ENGINEERING LLC:					330.00
ST. LUKES McCALL LTD					
28883	ST. LUKES McCALL LTD	479474-08011	LAB FEES	08/01/15	41.00
Total ST. LUKES McCALL LTD:					41.00
STAR NEWS, THE					
28980	STAR NEWS, THE	37627	DISPLAY ADS - BUDGET	08/31/15	1,092.00
Total STAR NEWS, THE:					1,092.00
TACOMA SCREW PRODUCTS INC.					
29693	TACOMA SCREW PRODUCTS I	20350489	PLUGS, CAPS	09/02/15	121.38
Total TACOMA SCREW PRODUCTS INC.:					121.38
THATCHER COMPANY					
29996	THATCHER COMPANY	1369818	SALT-EXTRA COARSE	08/03/15	2,480.30
29996	THATCHER COMPANY	1370918	SALT-EXTRA COARSE	08/28/15	2,078.00
Total THATCHER COMPANY:					4,558.30
T-O ENGINEERS INC.					
30340	T-O ENGINEERS INC.	05113-3663	AIRPORT GENERAL SERVICES	09/08/15	1,000.00
30340	T-O ENGINEERS INC.	140004-3504	AIP-021 BEACON TOWER/PAVE	07/06/15	4,064.39
30340	T-O ENGINEERS INC.	140004-3504	AIP-021 BEACON TOWER/PAVE	07/06/15	451.60
Total T-O ENGINEERS INC.:					5,515.99
TOM MECKEL SAND & GRAVEL INC.					
30300	TOM MECKEL SAND & GRAVEL	2015-235	HAULED OUT CONCRETE	08/31/15	400.00
30300	TOM MECKEL SAND & GRAVEL	2015-239	ANTI-SKID MATERIALS	08/31/15	3,456.00
30300	TOM MECKEL SAND & GRAVEL	2015-239	BASALT PIT RUN	08/31/15	90.00
30300	TOM MECKEL SAND & GRAVEL	2015-265	CREDIT - BURN PILE LOADS HA	09/10/15	400.00
Total TOM MECKEL SAND & GRAVEL INC.:					3,546.00
TRANSUNION LLC					
30500	TRANSUNION LLC	8544592	#1007V4486185 BASIC SVC	08/25/15	5.00
Total TRANSUNION LLC:					5.00
TREASURE VALLEY AVP					
30590	TREASURE VALLEY AVP	108	GOLF COURSE VIDEO	09/02/15	270.00
Total TREASURE VALLEY AVP:					270.00
TURF EQUIPMENT & IRRIGATION					
30880	TURF EQUIPMENT & IRRIGATION	389585-00	RETURN - NOZZLE BODY DIAPH	09/04/15	67.22
30880	TURF EQUIPMENT & IRRIGATION	389586-00	RETURN - NOZZLE BODY DIAPH	09/04/15	160.20

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
30880	TURF EQUIPMENT & IRRIGATIO	389782-00	O-RINGS	09/10/15	31.69
30880	TURF EQUIPMENT & IRRIGATIO	755469-00	STARTER MOTOR	08/31/15	144.29
Total TURF EQUIPMENT & IRRIGATION:					51.44-
U.S. BANK NAT'L ASSOC. ND					
99166	U.S. BANK NAT'L ASSOC. ND	195106	REFUND - UTILITY A/C #1.9510.6	09/04/15	8.94
Total U.S. BANK NAT'L ASSOC. ND:					8.94
UNITED PARCEL SERVICE					
31280	UNITED PARCEL SERVICE	8459E3375	SHIPPING	09/12/15	37.48
31280	UNITED PARCEL SERVICE	8459E3375	SHIPPING	09/12/15	8.97
31280	UNITED PARCEL SERVICE	8459E3375	SHIPPING	09/12/15	27.89
31280	UNITED PARCEL SERVICE	8459E3375	SHIPPING	09/12/15	63.64
Total UNITED PARCEL SERVICE:					137.98
USABBLUEBOOK					
31550	USABBLUEBOOK	735007	RECIPROCATING SAW-CORDLE	08/26/15	271.36
31550	USABBLUEBOOK	735443	REED CUTTER, REED CUTTER	08/26/15	146.16
Total USABBLUEBOOK:					417.52
VALLEY PAVING & ASPHALT INC.					
31900	VALLEY PAVING & ASPHALT IN	8906	3/8" HOT MIX - ASPHALT	08/31/15	5,019.24
31900	VALLEY PAVING & ASPHALT IN	8906	3/8" HOT MIX - ASPHALT	08/31/15	564.03
Total VALLEY PAVING & ASPHALT INC.:					5,583.27
VERIZON WIRELESS					
32020	VERIZON WIRELESS	9751339305	CELL SERVICE - A/C #270693183	08/26/15	180.00
32020	VERIZON WIRELESS	9751339305	CELL SERVICE - A/C #270693183	08/26/15	143.24
32020	VERIZON WIRELESS	9751480371	A/C #242075278-00001	09/01/15	131.79
32020	VERIZON WIRELESS	9751600108	INCENTIVE CREDIT - EQUIPMEN	09/01/15	200.00-
32020	VERIZON WIRELESS	9751600108	INCONVENIENCE CREDIT-MTN	09/01/15	29.67-
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 315-0063	09/01/15	52.90
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 315-0289	09/01/15	52.90
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 315-0714	09/01/15	37.46
32020	VERIZON WIRELESS	9751600108	EQUIPMENT - 315-0714	09/01/15	99.99
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 315-1141	09/01/15	40.01
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 315-1662	09/01/15	52.90
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 315-2219	09/01/15	30.10
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 315-2268	09/01/15	52.90
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 315-3082	09/01/15	37.46
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 315-3304	09/01/15	52.90
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 315-3576	09/01/15	52.90
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 315-3891	09/01/15	37.46
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 315-3927	09/01/15	52.90
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 315-4250	09/01/15	52.90
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 315-7790	09/01/15	52.90
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 630-3240	09/01/15	52.90
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 630-3441	09/01/15	37.46
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 630-4659	09/01/15	37.46

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 630-4721	09/01/15	32.72
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 634-6594	09/01/15	52.90
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 634-6609	09/01/15	18.73
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 634-6609	09/01/15	18.73
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 634-6740	09/01/15	52.90
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 634-9228	09/01/15	18.10
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 634-9264	09/01/15	18.10
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 634-9303	09/01/15	63.20
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 634-9695	09/01/15	44.72
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 634-9852	09/01/15	18.10
Total VERIZON WIRELESS:					1,449.96
WELLS FARGO EQUIPMENT FINANCE					
32560	WELLS FARGO EQUIPMENT FI	5002425844	XEROX 6605 #6030008337000 LE	08/26/15	41.75
32560	WELLS FARGO EQUIPMENT FI	5002425845	XEROX 6605 #6030008337001 LE	08/26/15	41.75
32560	WELLS FARGO EQUIPMENT FI	5002476935	XEROX WC7845 MINIMUM USAG	09/12/15	427.50
Total WELLS FARGO EQUIPMENT FINANCE:					511.00
WHITE PETERSON P.A.					
32910	WHITE PETERSON P.A.	116003	JOINT WW ADVISORY GROUP	07/29/15	1,179.50
32910	WHITE PETERSON P.A.	116264	GENERAL CITY ADMIN	08/31/15	5,600.00
32910	WHITE PETERSON P.A.	116271	AIRPORT IMPROVEMENT PROJE	08/31/15	428.40
32910	WHITE PETERSON P.A.	116271	AIRPORT IMPROVEMENT PROJE	08/31/15	47.60
Total WHITE PETERSON P.A.:					7,255.50
WILBUR-ELLIS CO.					
33060	WILBUR-ELLIS CO.	9367633	BENCHMARK	08/21/15	30.00
33060	WILBUR-ELLIS CO.	9408556	A-4 TREATED BENTGRASS SEE	09/08/15	1,200.00
Total WILBUR-ELLIS CO.:					1,230.00
ZIONS FIRST NATIONAL BANK					
33530	ZIONS FIRST NATIONAL BANK	IBBA2008B-20	IBBA REVENUE BONDS-SERIES	10/01/15	17,916.67
33530	ZIONS FIRST NATIONAL BANK	IBBA2008B-20	IBBA REVENUE BONDS-SERIES	10/01/15	23,270.83
Total ZIONS FIRST NATIONAL BANK:					41,187.50
Grand Totals:					286,093.59

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
ABC STAMP SIGNS & AWARDS					
1220	ABC STAMP SIGNS & AWARDS	480486	ID TAGS, LANYARD NAMETAGS	08/07/15	105.15
Total ABC STAMP SIGNS & AWARDS:					105.15
BAKER & TAYLOR BOOKS					
3700	BAKER & TAYLOR BOOKS	4011324165	BOOKS	08/19/15	341.78
3700	BAKER & TAYLOR BOOKS	4011333715	BOOKS	08/31/15	175.85
Total BAKER & TAYLOR BOOKS:					517.63
MAY HARDWARE INC.					
20160	MAY HARDWARE INC.	822012	BLOWOFF DUSTER	09/04/15	15.28
Total MAY HARDWARE INC.:					15.28
McCALL DRUG					
20480	McCALL DRUG	SR724499	GIFT CARD	09/01/15	25.00
Total McCALL DRUG:					25.00
OFFICE SAVERS ONLINE					
22363	OFFICE SAVERS ONLINE	8892-001	SUPPLIES	09/04/15	3.99
Total OFFICE SAVERS ONLINE:					3.99
RICOH AMERICAS CORP.					
25770	RICOH AMERICAS CORP.	9013164544-L	RICOH MPC2003 COPIER LEASE	08/25/15	98.12
25770	RICOH AMERICAS CORP.	9013164544-L	RICOH MPC2003 MAINT. AGREE	08/25/15	44.51
Total RICOH AMERICAS CORP.:					142.63
STAR NEWS, THE					
28980	STAR NEWS, THE	37693	PERSONAL AD - LIBRARY CLER	08/31/15	15.10
Total STAR NEWS, THE:					15.10
VERIZON WIRELESS					
32020	VERIZON WIRELESS	9751600108	CELL SERVICE - 315-7855	09/01/15	67.64
32020	VERIZON WIRELESS	9751600108	EQUIPMENT - 315-7855	09/01/15	99.98
Total VERIZON WIRELESS:					167.62
Grand Totals:					992.40