



**City of McCall
City Council**

**AGENDA
Regular Meeting
April 23, 2020 at 5:30 PM
Legion Hall - McCall City Hall
VIA Teleconference
216 East Park Street**

ANNOUNCEMENT:

Due to McCall’s commitment to “flatten the curve” in response to the COVID-19 Emergency and ensuring that the City’s Business continues, any member of the public can join and listen only to the meeting at 5:35 p.m. by calling in as follows:

Dial 208-634-8900 when asked for the Conference ID enter: 243 290 724 followed by #.

OPEN SESSION

PLEDGE OF ALLEGIANCE

APPROVE THE AGENDA

CONSENT AGENDA

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

1. City Council Emergency Minutes March 20, 2020 (ACTION ITEM)
2. City Council Regular Minutes March 26, 2020 (ACTION ITEM)
3. City Council Regular Minutes April 9, 2020 (ACTION ITEM)
4. City Council Special Minutes April 15, 2020 (ACTION ITEM)
5. Payroll Report for period ending April 3, 2020 (ACTION ITEM)
6. Warrant Register – GL (ACTION ITEM)
7. Warrant Register – Vendor (ACTION ITEM)
8. AB 20-120 City Licenses Report to Council Per McCall City Code (ACTION ITEM)
9. AB 20-116 Treasurer’s Report as Required by IC 50-208 (ACTION ITEM)
10. AB 20-130 Treasurer’s Quarterly Report as Required by IC 50-208 (ACTION ITEM)
11. AB 20-115 Request Approval of Lease Agreement for a Commercial Airport Tenant of Hangar 101 - Gem Air (ACTION ITEM)
12. AB 20-117 Accept the Library Board Annual Report to Council (ACTION ITEM)
13. AB 20-118 Request to Approve a New lease for Hangar 542 for Timothy McGahey & Jill McGahey and Terminate the existing Hangar 542 lease assignment for 9G Enterprises (ACTION ITEM)
14. AB 20-121 Request for Approval of Resolution 20-08 to Auction Surplus Personal Property: Vehicles (ACTION ITEM)
15. AB 20-128 Request to Approve the Publication of the Summary of Ordinance 987 Updating McCall City Code Title 3 Chapter 19 Wireless Communication Facilities (ACTION ITEM)
16. AB 20-119 Request to Approve the Agreement with Knife River Corporation for the Taxiway Relocation Project (ACTION ITEM)

GENERAL PUBLIC COMMENT – HOW TO SUBMIT COMMENTS

Public comment will only be accepted in writing prior to the meeting. All comments must be submitted prior to 3:00 pm on April 23, 2020. All Comments will be read aloud and only three minutes per comment will be allotted. There is a link to submit your written comment on the City’s website at <https://www.mccall.id.us/packets>

PUBLIC HEARINGS - HOW TO SUBMIT COMMENTS

Public comment for the FOLLOWING PUBLIC HEARINGS will only be accepted in writing prior to the meeting. All comments must be submitted prior to 3:00 pm on April 23, 2020. All Comments will be read aloud and only three minutes per comment will be allotted. There is a link to submit your written comment RELATED TO THESE PUBLIC HEARING TOPICS on the City’s website at <https://www.mccall.id.us/packets>

AB 20-129 Request to Adopt an Ordinance Updating McCall City Code Title 2 Building Regulations – CA-19-03(ACTION ITEM)

AB 20-127 Request to Adopt an Ordinance Updating McCall City Code Title 3 Chapter 20 Historic Preservation (ACTION ITEM)

WORK SESSION

AB 20-123 Valley County Recycling Facility Update and Discussion (ACTION ITEM)

BUSINESS AGENDA

AB 20-114 Request to Approve Resolution 20-07: Creation of a Housing Advisory Committee and Adoption of Bylaws (ACTION ITEM)

AB 20-122 Request for Approval of the Planning, Design, And Engineering Agreement for the Lake Front Improvement Project (ACTION ITEM)

AB 20-124 Request to Approve the Architectural Services Agreement for Bennett Architect Inc. for the Legacy Beach Intake Station Reconstruction Project (ACTION ITEM)

AB 20-125 Request to Approve the Engineering Services Agreement for Clear Solution Engineering, LLC -Legacy Beach Intake Station Reconstruction Project (ACTION ITEM)

AB 20-126 Request to Approve Final Engineering Services Agreement for Crestline Engineers – E. Park Street Reconstruction, Phase 1 (ACTION ITEM)

7:40 p.m. COVID-19 Update

8:10 p.m. Review the Upcoming Meetings Schedule

8:15 p.m. ADJOURNMENT

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

MINUTES

**McCall City Council
Emergency Meeting
McCall City Hall -- Teleconference
March 20, 2020**

Call to Order and Roll Call
Business Agenda
Adjournment

CALL TO ORDER AND ROLL CALL

Pursuant to Idaho Code 74-204(2) this emergency meeting of the McCall City Council was called to order by Mayor Giles at 3:00 p.m. Mayor Giles, Council Member Holmes, Council Member Maciaszek, Council Member Nielsen, and Council Member Sowers all answered roll call.

City staff members present were Anette Spickard, City Manager; Bill Nichols, City Attorney; BessieJo Wagner, City Clerk; Erin Greaves, Communications Manager; Traci Malvich, Human Resources Manager; Justin Williams, Police Chief

BUSINESS AGENDA

AB 20-090 Request for Ordinance 956 Adoption Establishing McCall Emergency Powers and the Approval of the Proclamation to Enact the Ordinance

City Manager Anette Spickard presented Ordinance 956 adoption establishing McCall emergency powers and the proclamation to enact the Ordinance. At an emergency meeting of the McCall City Council on March 16, 2020, City Council adopted a proclamation declaring a state of emergency in the City of McCall due to the COVID-19 outbreak. As a result of identified community spread of COVID-19 in Idaho on March 19, 2020, the City Manager recommends adoption of the Ordinance in order for the City Manager to have authority to enact policies for the good of the public health. The ordinance has been reviewed by the City Attorney.

City Manager Spickard gave a briefing of the ordinance. She shared that the President of the United States has asked everyone to stay home for the next 15 days and Idaho Governor Brad Little is leaving it up to the local communities on how they would like to address this crisis. City Attorney Bill Nichols explained the purpose of the ordinance. There was some concern about boundary overlap with New Meadows, and a discussion would have to be had if New Meadows enacts a similar ordinance. The goal is to implement restrictions quickly to make the 15-day deadline. The Council will be contacted by email prior to implementation. If a situation comes up that requires immediate attention, the ordinance gives the City Manager the power to publish and enact immediately, however, the order is required to be brought before Council for approval at the next meeting. The Council can approve, amend, or rescind the order at that time.

There was some discussion about restaurants in relation to the federal Stay at Home order. City Clerk BessieJo Wagner explained the process of the virtual meetings. Staff answered questions regarding enforcement of the three different orders, citation appeal process, language and specifics to be used in the order, how other cities are addressing the issue, and social distancing.

Council Member Holmes moved to suspend the rules and read by title only, one-time only Ordinance 956. Council Member Nielsen seconded the motion. In a roll call vote Council Member Holmes, Council Member Nielsen, Mayor Giles, Council Member Maciaszek, and Council Member Sowers all voted aye and the motion carried.

City Clerk BessieJo Wagner Read Ordinance 956 by title only, one time only:

An emergency ordinance of the City of McCall, Valley County Idaho, establishing emergency powers; setting forth the authority, purpose and intent; definitions; describing public health emergency orders; process for enacting public health emergency orders; providing for exclusions; providing for suspension of services and deadlines; force majeure clause; penalty; providing a savings and severability clause; providing for a waiver of the reading rules; and providing an effective date.

Council Member Holmes moved to adopt Ordinance 956 establishing McCall Emergency Powers, approve the Proclamation to enact Ordinance 956, and authorize the Mayor to sign all necessary documents. Council Member Nielsen seconded the motion. In a roll call vote Council Member Holmes, Council Member Nielsen, Mayor Giles, Council Member Maciaszek, and Council Member Sowers all voted aye and the motion carried.

The Council shared their opinions on restaurant closures to assist the City Manager with how she will address the issue. Council Member Holmes feels that closures should be sooner rather than later is the best option. Council Member Nielsen asked City Attorney Bill Nichols about if giving opinions is legal. City Attorney Nichols felt given to the nature of circumstances, giving opinions is appropriate. Council Member Nielsen felt with the amount of information available, enacting closures is probably in the best interest of the community. Council Member Maciaszek stated most restaurants are already voluntarily complying and feels restaurant closure is a reasonable approach. Council Member Sowers feels it is only a matter of time before the federal government enacts something so moving forward with restaurant closures is probably a good idea. Mayor Giles feels closures for all bars and restaurants with takeout only is the best approach at this time.

AB 20-087 Request Approval of Resolution 20-05 Adopting the City of McCall Public Health Emergency Policy

City Manager Anette Spickard presented Resolution 20-05 adopting the City of McCall Public Health Emergency Policy and gave a briefing of the policy. In response to the national declaration of emergency for the novel coronavirus outbreak as well as the state of Idaho declaration of emergency for the same, staff recommends Council adopt a Public Health Emergency Policy to guide the actions of staff during periods of public health emergencies. This proposed policy addresses similar topics to the State of Idaho Governor's Office – Division of Human Resources statewide policy released March 17, 2020. The policy has been reviewed by the City Attorney and the City's insurer ICRMP.

City Manager Anette Spickard shared internal actions taken by the City regarding staff working remotely, travel, public meetings, staff quarantine requirements, confidentiality health laws, and the current public communication process. She pointed out if there are any financial issues due to a prolonged event, it will be brought back to Council for a budget discussion. Human Resources Manager Traci Malvich answered questions regarding facility closures, non-essential employees, compensation, and emergency sick leave.

Council Member Holmes moved to approve Resolution 20-05 adopting the City of McCall Public Health Emergency Policy and authorize the Mayor to sign all necessary documents. Council Member Nielsen seconded the motion. In a roll call vote Council Member Holmes, Council Member Nielsen, Mayor Giles, Council Member Maciaszek, and Council Member Sowers all voted aye and the motion carried.

City Manager Anette Spickard gave a brief update on current public outreach efforts. Council Member Nielsen asked if the Council could receive regular updates by email and possibly send a text message letting them know an email update has been sent.

ADJOURNMENT

Without further business, Mayor Giles adjourned the meeting at 4:33 p.m.

ATTEST:

Robert S. Giles, Mayor

BessieJo Wagner, City Clerk

MINUTES

**McCall City Council
Regular Meeting
McCall City Hall -- Teleconference
March 26, 2020**

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

CALL TO ORDER AND ROLL CALL

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

City staff members present were Anette Spickard, City Manager; Bill Nichols, City Attorney; BessieJo Wagner, City Clerk; Erin Greaves, Communications Manager; Michelle Groenevelt, Community Development Director; Kurt Wolf, Parks and Recreation Director; Rick Stein, Airport Manager; Justin Williams, Police Chief

Also, in attendance was Terri Lindenberg, Treasure Valley Transit; Kurt Marostica, Thompson Place Local Housing Units

Mayor Giles led the audience in the Pledge of Allegiance.

APPROVE THE AGENDA

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

CONSENT AGENDA

Staff recommended approval of the following ACTION ITEMS. All matters which are listed within the consent section of the agenda have been distributed to each member of the McCall City Council for reading and study. Items listed are considered routine by the Council and were enacted with one motion.

1. City Council Regular Minutes March 12, 2020
2. City Council Emergency Minutes March 16, 2020
3. Payroll Report for period ending March 6, 2020
4. Warrant Register – GL
5. Warrant Register – Vendor
6. **AB 20-083 City Licenses Report to Council Per McCall City Code**: Per McCall City Code Title 4 Chapter 9, the City Council has determined that the City Clerk shall be delegated the authority to process and grant or deny all alcoholic beverage license applications, other than certain circumstances involving catering permits, which the city clerk shall review the application for catering permit for completeness and forward said application to the Police Chief. The Police Chief upon receipt of the application shall make a recommendation to the City Clerk to approve or deny the application. Whenever the City Clerk shall determine that an application for alcoholic beverage license transfer or renewal is complete, the City Clerk shall approve or deny such application. All decisions of the City Clerk shall be reported to the City Council at the next regularly scheduled City Council meeting after such decision. The City Clerk is also responsible for all processing of business, taxi, snow removal, pawnbroker, child daycare licenses, vendor permits, and public event applications. *Action: Council review the License report.*
7. **AB 20-086 Treasurer’s Monthly Report as Required by IC 50-208**: Treasurer’s report of accounts and activity of office during the month of February 2020 regarding care, management or disposition of moneys, property or business of the City. *Action: The Council shall examine the report and determine whether additional information from the Treasurer is required.*
8. **AB 20-080 Request to Proclaim April 2020 as Fair Housing Month**: The Idaho Department of Commerce asks each community in Idaho to publish a Fair Housing Proclamation each April to raise awareness of everyone’s entitlement to Fair Housing. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability). *Action: Proclaim April 2020 as Fair Housing Month in the City of McCall and authorize the Mayor to sign the proclamation.*
9. **AB 20-081 Request to Proclaim April 7, 2020, as National Service Recognition Day**: On National Service Recognition Day, thousands of local leaders take time to honor AmeriCorps members and Senior Corps volunteers by participating in recognition events, issuing official proclamations, and taking to social media in a nationwide show of appreciation. The sixth-annual National Service Recognition Day will take place on Tuesday, April 7, 2020. This initiative is led by the Corporation for National and Community Service (CNCS), the National League of Cities, the National Association of Counties, and Cities of Service. Mayors and city leaders, county officials, and tribal leaders across the country are using national service more and more to solve their community’s toughest challenges. CNCS, America’s leader in volunteering and service efforts, engages over 325,000 AmeriCorps members and Senior Corps volunteers in national service at more than 45,000 locations each year.

Through partnerships with schools, faith-based groups, non-profits, and local agencies, national service members are embedded within the communities they serve, using their ingenuity and training to make a tangible, lasting impact. Whether responding to natural disasters, tackling the opioid epidemic, educating students for the 21st century workforce, or supporting veterans and military families, AmeriCorps members and Senior Corps volunteers help local leaders make their communities stronger. Due to the COVID-19 Coronavirus pandemic, the committee recognition event normally held the first week of April has been cancelled. Clerk staff is working at finding another way to show gratitude to all of the City related volunteer committee members. *Action: Proclaim April 7, 2020, as National Service Recognition Day and authorize the Mayor to sign the proclamation.*

10. **AB 20-084 Request to Proclaim the Week of April 26 thru May 3, 2020 as National Infant Immunizations Awareness Week**: Vaccine-preventable diseases still circulate in the United States and around the world, so continued vaccination is necessary to protect everyone from potential outbreaks. Even when diseases are rare in the U.S., they can be brought into the country, putting unvaccinated children at risk. This year, National Infant Immunization Awareness Week will be celebrated as part of the first World Immunization Week, an initiative of the World Health Organization (WHO) where all six WHO regions, including more than 180 Member States, territories, and areas will simultaneously promote immunization, advance equity in the use of vaccines and universal access to vaccination services, and enable cooperation on cross-border immunization activities in April 2020. The week of April 26-May 3, 2020 has been declared National Infant Immunization Awareness Week to help ensure that children should be protected against 14 vaccine-preventable diseases by the age of two. *Action: Proclaim the week of April 26 thru May 3, 2020 as National Infant Immunization Awareness Week in the City of McCall Idaho and authorize the Mayor to sign the proclamation.*
11. **AB 20-091 Request Approval of Xpress Bill Pay Gateway and Administrative Services Agreement**: At the regular council meeting held March 12, 2020 staff recommended a Utility Convenience fee of \$2.95 per transaction and a Service fee for Non-Utility Payments of 3.25% plus \$1.00. Council directed staff to proceed with a public hearing to establish the fees and authorized the Treasurer to sign all banking agreements. There is one remaining agreement to be signed, the Xpress Bill Pay Gateway and Administrative Services Agreement. Once this agreement is signed Xpress Bill Pay the City can be added to the training que to complete the implementation process to accept credit card payments at various city locations and transition Utility Billing electronic payments to Xpress Bill Pay. *Action: Accept the Xpress Bill Pay Gateway and Administrative Services Agreement and authorize the Mayor to sign all necessary documents.*

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

WORK SESSION

AB 20-078 Transit Route and Service Work Session

Executive Director Terri Lindenberg of Treasure Valley Transit (TVT) presented the work session. At the City Council retreat, the Council expressed interest in looking at transit services including additional routes and later service. She gave an update on the effects of COVID-19, efforts taken to sanitize the buses, and federal funding. She explained the current level of service provided by TVT, the existing routes, and discussed the cost implication of adding additional services. Rises in fuel and vehicle insurance costs has caused a deficit.

The Council provided feedback on existing and proposed services and routes. Council Member Nielsen would like to see some movement toward expanding service. Director Lindenberg explained her requests and funding sources. Council Member Sowers expressed concern for riders when service was suspended during inclement weather and wanted to know how to mitigate those issues for the future. Director Lindenberg explained sometimes, for safety, operations get suspended but she has directed for future weather events, the service only be suspended one day at a time rather than over a course of a few days so as to judge each day's weather needs separately. This will hopefully reduce the number of days the service is shut down at a given time.

PUBLIC COMMENT

Mayor Giles called for public comment at 6:08 p.m.

Bret & Doris Armacost of McCall Lake Cruises emailed their comments regarding AB 20-079 regarding 1000 Spring Boat Cruises due to technical difficulties through the phone portal. Listed below are some questions and concerns they have regarding the commercial boat lease:

1. How many more cruise boats is the City of McCall going to allow on the lake? What lengths of Cruise Boats and passenger number capacities?
2. What's the lake's carrying capacity?
3. What's going to happen if there are multiple cruise boats out on the lake operating on a shoestring budget cutting corners to try to pay bills?
4. Should there ever unfortunately be an accident on the lake, how many people on the lake can local emergency services currently respond to at a given time?
5. What is his operating plan?
6. Liquor or other beverage served on board?
7. Restrooms on board?
8. Boat wake size?

From past experience, we have worked with numerous business competitors over the years. When competitors and/or other local unfortunate accidents/events, case in point a Virus (sentence was not complete in the email sent). It is bad for everyone, especially for a tourism-based economy. Competitor or no competitor, safety is our number one concern for everyone!

Hearing no more comments, Mayor Giles closed the comment period at 6:14 p.m.

BUSINESS AGENDA

AB 20-082 Request for Approval of the Thompson Place 2nd Addendum to Development Agreement for Local Housing Deed and Lease Restrictions

Community & Economic Development Director Michelle Groenevelt presented the Thompson Place 2nd Addendum to Development Agreement for local housing deed and lease restrictions. At its March 28, 2019 regularly scheduled meeting, the McCall City Council approved the Findings of Fact, Conclusions of Law, and Decision documents for PUD-18-03, SUB-18-06, ZON-18-03, the Appeal of DR-18-52, and the City and Owner entered into a Development Agreement for Thompson Place recorded on July 30, 2019. JarMar INVESTMENTS LLC has acquired the property. The proposed development included 16 condominium units to consist of four fourplexes, 12 deed restricted units for local housing, within the Jake's Landing Subdivision. The Owner agreed to allocate the first twelve (12) units of the Thompson Place development to be constructed for Local Housing pursuant to the City of McCall Local Housing Incentive Program. In exchange, the City will provide incentives to be allocated to Owner/LLC that total the sum of \$120,000 toward the cost to complete such improvements. The criteria for the deed restrictions is outlined in the addendum. The addendum was drafted by the City Attorney and the Owner/LLC has approved the Addendum.

The developer has now requested that the Addendum be modified again to change the sales price of the first 6 units from \$180,000 to \$200,000.

Kurt Marostica, developer/owner of Thompson Place Local Housing Units, presented his reasons for the selling price increase is due to the delay of construction, carrying costs increases of the construction loan, and other increased construction costs. His goal is to try to recoup his costs. Selling price will be around \$189,000 and rent will be \$1200-\$1300, respectively. Council Member Maciaszek asked what type of loans are available for this type of product. Mr. Marostica commented the units would fall under the same standard financing as any condo.

Council Member Nielsen asked for clarification on the addendum process. Community & Economic Development Director Michelle Groenevelt and City Attorney Bill Nichols clarified a change in circumstances that is not in the developer's control is often why an addendum is asked for and the project's final plan and plat will come to the Council at a future meeting for the final step.

The Council had a brief discussion and stated all their questions had been answered.

Council Member Sowers moved to approve the 2nd Addendum to the Development Agreement for Thompson Place, and authorize the Mayor to sign all necessary documents. Council Member Nielsen seconded the motion. In a roll call vote Council Member Sowers, Council Member Nielsen, Mayor Giles, and Council Member Maciaszek all voted aye and Council Member Holmes voted no and the motion carried.

AB 20-077 Request for Approval of a Ground Lease between the City of McCall and Dew Aircraft, Inc. to Lease Certain Property at The Airport

Airport Manager Richard Stein presented a Ground Lease between the City of McCall and Dew Aircraft, Inc. to lease certain property at the Airport. Previously, Staff has been working on developing an airport ground lease along Deinhard Lane, directly across from the Fire Department. The property has been referred to as the Deinhard 1 project, or the Hangar 98 project. At the January 23, 2020 meeting of City Council – Council approved Staff to negotiate a ground lease with Dew Aircraft, Inc. The draft lease agreement has been reviewed by the City Attorney.

Airport Manager Stein clarified for the Council that the business activity of Dew Aircraft is the only available aircraft maintenance at the McCall Airport. The lease pricing numbers given are due to prorated numbers, parking and fencing, and the lease is only for a ground lease. Future additions for buildings and parking will go through the Planning & Zoning process. He also explained there will be no blocking of access for the fire department and emergency flights, and forest service will not be affected.

City Attorney Bill Nichols pointed out he found some discrepancy in the square footage, the surveyor's acreage, and the math for the annual rent does not add up correctly. He apologized for not catching this when he had it for review. There was a brief discussion regarding the reason for the varying lease rates.

Council Member Holmes moved to approve the ground lease between the City of McCall and Dew Aircraft, Inc. as amended with the corrected square footage and lease rent amount and authorize the Mayor to sign all necessary documents. Council Member Sowers seconded the motion. In a roll call vote Council Member Holmes, Council Member Sowers, Mayor Giles, Council Member Maciaszek, and Council Member Nielsen all voted aye and the motion carried.

AB 20-088 Request to Approve Federal Aviation Administration - Airport Master Plan Grant application for AIP 3-16-23-028-2020

Airport Manager Richard Stein presented Federal Aviation Administration (FAA) Airport Master Plan Grant application for AIP 3-16-23-028-2020. The FAA recommends airports undertake an Airport Master Plan every 5 years. This grant will provide funding to hire a planning consultant to create a new Airport Master Plan. On February 13, 2020, City Council approved the FAA Airport Master Plan Grant application (AIP 3-16-23-028-2020), for \$239,700.00, and authorized staff to select and retain a consultant to perform the independent fee estimate. Since this approval, T-O Engineers and the FAA had uncovered up to \$100,000 additional funding to perform an Airport Graphic Information System study. Therefore, staff requests Council approval to amend the grant application.

Funding will be provided on the following basis:

Federal	\$329,699.70
State	18,316.65
<u>Local</u>	<u>18,316.65</u>
Total Cost:	\$366,333.00

The Council did not have any questions for staff.

Council Member Maciaszek moved to approve the Federal Aviation Administration - Airport Master Plan Grant application (AIP 3-16-23-028-2020) at the new amount of \$366,333.00 and authorize the Mayor to sign all necessary documents. Council Member Holmes seconded the motion. In a roll call vote Council Member Maciaszek, Council Member Holmes, Mayor Giles, Council Member Nielsen, and Council Member Sowers all voted aye and the motion carried.

AB 20-089 Request to Approve an Agreement with WHPacific, Inc., to Perform an Independent Fee Evaluation on AIP 3-16-0023-028-2020 – Airport Master Plan

Airport Manager Richard Stein presented the agreement with WHPacific, Inc., to perform an independent fee evaluation on AIP 3-16-0023-028-2020 – Airport Master Plan. At the February 13, 2020 City Council meeting, Council approved the grant application for the AIP 3-16-0023-028-2020 – Airport Master Plan. Per Federal Aviation Administration (FAA) funding rules, all grants over \$100,000 must have an independent fee evaluation by a different aviation consulting firm.

The agreement with WHPacific to perform the IFE for a price of \$4,500, of which 90% of the cost (\$4,050) is eligible for reimbursement under the AIP 28 grant, approximately 5% of the costs (\$225) are eligible for reimbursement from the State, and approximately 5% of the costs (\$225) will be financed by the City. The contract has been reviewed by the City Attorney.

Council Member Maciaszek moved to approve the agreement with WHPacific, Inc. to perform an Independent Fee Evaluation on AIP 3-16-0023-028-2020 – Airport Master Plan for \$4500.00 and authorize the Mayor to sign all necessary documents. Council Member Holmes seconded the motion. In a roll call vote Council Member Maciaszek, Council Member Holmes, Mayor Giles, Council Member Nielsen, and Council Member Sowers all voted aye and the motion carried.

AB 20-085 Request Approval of the Revised Memorandum of Agreement with Federal Highway Administration, Idaho Transportation Department, City of McCall, and Idaho State Historic Preservation Office

Parks & Recreation Director Kurt Wolf presented the revised Memorandum of Agreement with Federal Highway Administration, Idaho Transportation Department, City of McCall, and Idaho State Historic Preservation Office. Pursuant to the MOA effective May 9, 2015 between the City of McCall, Federal Highway Administration, Idaho Transportation Department (ITD), and the Historic Preservation Office (SHPO). The MOA has been revised from the original to reflect an extension of the time frame to complete mitigation work and an adjustment to the scope of work that the mitigation funds will be used for at the Southern Idaho Timber Site (SITPA Site), or otherwise known as the Central Idaho Historic Site (Museum Site).

Funds in the amount of \$40,000 were allocated by ITD to the City of McCall to mitigate historic impacts to the Lardo Bridge when it was re-constructed in 2015-16. \$20,000 of those funds were used to create an interpretive site on the history of the bridge in Rotary Park. This portion of the mitigation work has been completed. The other \$20,000 was earmarked to make repairs to the Ten Bay Structure at the SITPA site. Since the time of the original MOA it was identified by City staff and the museum board that the funds would be better utilized on the site to re-roof the original

garage / bunkhouse building on site which houses the museum operations. This decision was also vetted before the State Historic Preservation Office (SHPO) as well as ITD staff and all agreed.

The MOA was revised by ITD to reflect an extension in the time frame to complete the work and the adjustment to the scope of work in the amount of up to \$20,000 at the Historic Southern Idaho Timber Site.

Council Member Holmes moved to approve the revised Memorandum of Agreement between the Federal Highway Administration, Idaho Transportation Department, The Idaho State Historic Preservation Office, and the City of McCall, and authorize the Mayor to sign all necessary documents. Council Member Sowers seconded the motion. In a roll call vote Council Member Holmes, Council Member Sowers, Mayor Giles, Council Member Maciaszek, and Council Member Nielsen all voted aye and the motion carried.

AB 20-079 Request Approval of a State of Idaho Outfitters and Guides Licensing Board - Private Landowner's Statement / Agreement between City of McCall and Payette Lake Shuttles & Tours (1000 Spring Boat Tours LLC)

Parks & Recreation Director Kurt Wolf presented State of Idaho Outfitters and Guides Licensing Board - Private Landowner's Statement / Agreement between City of McCall and Payette Lake Shuttles & Tours (1000 Spring Boat Tours LLC). The State of Idaho Outfitters and Guides Licensing Board allows for two (2) Outfitter Licensee's permitted through the State of Idaho on Payette Lake for 'power boating'. In order to secure one of these license's the applicant must have permission via the State of Idaho Outfitters and Guides Licensing Board OG-10 Form to launch a commercial vessel from the Cities Public Boat Ramp and perform business on Payette Lake. The applicant, Payette Lake Shuttles & Tours, is requesting to use the ramp to launch their boat at the start and end of the season and in the situation where they need to do maintenance on the vessel during the boating season. Their goal is to start operations during the 2021 season but could potentially kick off a soft start late in the 2020 boating season. Once the applicant has secured the outfitters permit, they will search for a US Coast Guard inspected and approved commercial vessel to operate shuttles and tours from.

The applicant submitted a summary of their proposal along with example images of similar boats used in commercial operation elsewhere. The applicant is not proposing to use City owned public docks or waterfront properties to operate from and is currently researching and requesting lease options with private property owners such as but not limited to Mile High Marina. Therefore, it is the opinion of Parks & Recreation Director Wolf that they do not fall within the City guidelines for commercial activity in public parks outlined in City of McCall Resolution 11-25.

The purpose of this action is to secure the one remaining outfitters license while it is available. Staff requests that Council review and discuss the business proposal for shuttles and tours on Payette Lake and the impacts it will have on the city boat ramp, the community and lake users, and Payette Lake's commercial operating capacity and make a motion on one of the following options.

The City has very little oversight over the Payette Lake, but the applicant must get approval to launch the boat or use a dock. City Attorney Bill Nichols is concerned that the City does not have

the jurisdiction to deny access since the City has not restricted any watercraft in the past. The only issue that may need to be addressed is the weight of the boat damaging the ramp. He recommends gathering more information about the size of the boat. Parks & Recreation Director Wolf gave a brief background on the current commercial watercraft, McCall Lake Cruises, on how they operate.

Council discussion ensued. Council Member Maciaszek does not want to sign anything at this time based on the City Attorney's concerns and would like a complete operating plan. He feels until the City has a Lake Management Plan, he does not feel they have the right to make a decision on this topic at this time. Council Member Holmes agrees with Council Member Maciaszek for the need of more information and expressed concerns about water quality. She would like to table the item. Council Member Nielsen agrees this is a vague proposal and does not feel the Council should make a decision without more information.

Parks & Recreation Director Wolf explained the applicant is trying to secure the permit and he shared that most public comments he has received have requested the City not approve the item. Mayor Giles would feel more comfortable to wait for more information and gave a list of questions to ask the applicant. Council Member Nielsen would like input from the Idaho Outfitters & Guides Association. Council Member Maciaszek does not feel the Council has the right to sign the document as it is written as the City of McCall does not have control over lake. City Attorney Nichols stated it is within the Council's purview to request more information and advised on the language of the motion.

Council Member Maciaszek moved to table AB 20-079 regarding State of Idaho Outfitters and Guides Licensing Board - Private Landowner's Statement / Agreement to the April 9 meeting in order to receive additional information as discussed by Council. Council Member Holmes seconded the motion. In a roll call vote Council Member Maciaszek, Council Member Holmes, Mayor Giles, Council Member Nielsen, and Council Member Sowers all voted aye and the motion carried.

Request to Appoint a Member to Valley County Incident Command Team Policy Group

City Manager Anette Spickard presented the appointment of a Council Member to the Valley County Incident Command Team Policy Group. Valley County has formerly established a COVID-19 Emergency Operation Center (EOC) in coordination with the State Office of Emergency Management. Part of the organizational structure is a policy group consisting of elected officials of the three cities and the county. She read the responsibilities of the group and shared what other entities are a part of the EOC, and the City personal emergency plan.

Mayor Giles feels it is a good idea to be involved with this group and nominated Council Member Nielsen as he is the Council President and has a great local knowledge. Council Member Nielsen accepted the nomination and the rest of the Council was supportive.

COVID-19 Update – Info only

Police Chief Justin Williams presented the COVID-19 update. The number infected is climbing Statewide. He gave a brief overview of the staff and current strategy goals of the Emergency Operation Center (EOC). The City is ahead of the curve as the City of McCall has had their own

emergency plan for the last two weeks. The City is in charge of our own city but will work closely with the EOC through issues. Streets Superintendent Cris Malvich is in charge of logistics (supplies & resources) and is working with other staff on obtaining the supplies needed for protection and cleaning. A plan is in place to set up a City EOC very quickly, if it becomes necessary. Officers have been checking on compliancy and the community has been very good at self-enforcement. The goal is voluntary compliance through education but there is a system in place for violators. Other crime issues are down due to the stay at home order but that can change as people are cooped up together. He answered questions regarding short-term vacation rental enforcement.

City Manager Anette Spickard explained the rules for vacation rentals and lodging accommodators. A letter will be sent to all the short-term rental owners. She went over the highlights of what has been enacted for the City staff and facilities including closing the golf course and City parks' bathrooms at the request of Governor Little. A notice has been put out at the airport that all non-essential aircraft including private aircraft are not allowed in. She gave an update on human resources and payroll, and the latest news from the Governor's office. The State is looking at how to stop people from being evicted from their homes, but it has not been published yet. The City is looking at water utility and will be bringing a conversation to the next Council meeting.

Council Member Nielsen wanted to know the status of clearing sidewalks. Staff are having a discussion on this topic. Basic maintenance on public sidewalks is still being done. The Golf Superintendent had cleared the golf course cart paths, but as he is the only staff person at the Golf Course at this time, those paths will not be a priority. Council Member Nielsen wanted to restrict, where possible, people being out and about.

Upcoming Meetings Schedule Discussion

Council discussed upcoming meetings. The Council consensus was to push out the special work session to April 24.

ADJOURNMENT

Without further business, Mayor Giles adjourned the meeting at 8:12 p.m.

ATTEST:

Robert S. Giles, Mayor

BessieJo Wagner, City Clerk

MINUTES

**McCall City Council
Regular Meeting
McCall City Hall -- Teleconference
April 9, 2020**

Call to Order and Roll Call
Pledge of Allegiance
Approve the Agenda
Consent Agenda
Public Comment
Public Hearing
Business Agenda
Adjournment

CALL TO ORDER AND ROLL CALL

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

City staff members present were Anette Spickard, City Manager; Bill Nichols, City Attorney; BessieJo Wagner, City Clerk; Linda Stokes, City Treasurer; Michelle Groenevelt, Community Development Director; Morgan Bessaw, City Planner; Kurt Wolf, Parks and Recreation Director; Rick Stein, Airport Manager; Traci Malvich, Human Resources Manager; Justin Williams, Police Chief; Nathan Stewart, Public Works Director; John Powell, Building Official

Also, in attendance was Diane Kushlan, Kushlan Associates; Tim Davis, Payette View Estates Condos

Mayor Giles led the audience in the Pledge of Allegiance.

APPROVE THE AGENDA

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

CONSENT AGENDA

Staff recommended approval of the following ACTION ITEMS. All matters which are listed within the consent section of the agenda have been distributed to each member of the McCall City Council for reading and study. Items listed are considered routine by the Council and were enacted with one motion.

1. Payroll Report for period ending March 20, 2020

2. Warrant Register – GL
3. Warrant Register – Vendor
4. Accept the Monthly Department Reports
5. Accept Chamber of Commerce Report
6. **AB 20-092 City Licenses Report to Council Per McCall City Code**: Per McCall City Code Title 4 Chapter 9, the City Council has determined that the City Clerk shall be delegated the authority to process and grant or deny all alcoholic beverage license applications, other than certain circumstances involving catering permits, which the city clerk shall review the application for catering permit for completeness and forward said application to the Police Chief. The Police Chief upon receipt of the application shall make a recommendation to the City Clerk to approve or deny the application. Whenever the City Clerk shall determine that an application for alcoholic beverage license transfer or renewal is complete, the City Clerk shall approve or deny such application. All decisions of the City Clerk shall be reported to the City Council at the next regularly scheduled City Council meeting after such decision. The City Clerk is also responsible for all processing of business, taxi, snow removal, pawnbroker, child daycare licenses, vendor permits, and public event applications. *Action: Council review the License report.*
7. **AB 20-093 Request to Proclaim April 25, 2020 as Arbor Day in the City of McCall**: Arbor Day is celebrated nationally on the last Friday of April however the City has the flexibility to designate whichever day is preferred to celebrate it as a community. For the past three years the Parks & Recreation Department have partnered with Franz Witte Nursery to hold the official Arbor Day Celebration on the last Saturday in April at the nursery with a celebration of trees event free to the community. Due to the status of the COVID-19 situation and the uncertainty around the time frame of this situation the event has been postponed until we can set a date to safely hold the event. In an effort to recognize Arbor Day in April the department will continue to work virtually with Franz Witte Nursery on the release of the Arbor Day Proclamation and online educational information covering tree care, planting, selection, and the history of Arbor Day in the form of videos and online learning material. *Action: Proclaim April 25, 2020 as Arbor Day in the City of McCall and authorize the Mayor to sign all necessary documents.*
8. **AB 20-097 Request to Appoint an Authorized System Awards Management (SAM) Administrator for the City of McCall Police Department**: The System for Award Management (SAM) is a computer system managed by the U.S. Government. Entities must have an active registration in SAM to do business with the U.S. Government. An “entity” is the company, business, or organization registering in SAM; such as the City of McCall. Each entity is represented by a nine-digit unique entity identifies, the Data Universal Numbering System (DUNS®) Number as issued by Dun & Bradstreet. The City of McCall, as the parent entity, was issued a DUNS number. The McCall Police Department, as well as other City Departments, were issued separate DUNS numbers as subsidiaries of the City of McCall. It has recently come to the attention of staff that a separate SAM registration is required for each DUNS number. The McCall Police Department has used their own DUNS number to apply for Federal grant funds and they must register in SAM. Only individuals who are authorized to represent the City may register in SAM. Accessing or using SAM, or information contained therein, for any unauthorized or illegal purposes, may have civil and criminal penalties, and may negatively impact the status of the SAM registration maintained for the City. A notarized letter designating an authorized ‘Entity Administrator’ is required for each SAM registration. The McCall Police Department’s SAM registration is temporary pending receipt of a notarized

letter designating the Department's authorized Administrator. *Action: Appoint the Police Department Administrative Services Supervisor as the McCall Police Department's SAM Administrator and authorize the Mayor to sign all necessary documents.*

9. **AB 20-098 Request to Approve the Contract with Crestline Engineers to create Bid Specifications and Standards for installation of underground fiber conduit:** A contract with Crestline Engineering to create a construction plan set and bid documents with specifications for the install of conduit for fiber has been received. The bid manual will create installation standards for future fiber conduit installations. This phase will include topographic surveying and preliminary roadway, sidewalk, bike lane and utility layouts as well as construction cost estimation and conflict (ROW encroachments, topographic constraints, etc.) identification. The conduit will be used to interconnect existing City buildings and infrastructure as well as tie into the RAPID fiber utility project. Standards will reduce the chance of issues encountered during install and outline parameters for restoration after install. The contract has been reviewed by the City Attorney. Staff recommendation is to use Crestline Engineering for this service. *Action: Approve the Contract with Crestline Engineers to create bid specifications and standards for installation of underground fiber conduit and authorize the Mayor to sign all necessary documents.*
10. **AB 20-099 Request to Set the FY21 Budget Public Hearing Date and Location:** Each year, per Idaho Code §63-802A, no later than April 30, the City of McCall must set and notify the County Clerk of the date and location of the budget public hearing. Staff recommends the Council set the FY21 Budget Public Hearing on August 13, 2020 at 5:30 PM in the Legion Hall which is the Council's regularly scheduled meeting. *Action: Set the FY21 Budget Public Hearing on August 13, 2020 at 5:30 PM in the Legion Hall and direct the Treasurer to notify the County Clerk of the date and location of the FY21 Budget Public Hearing.*
11. **AB 20-101 Request to Approve the Contract with Xerillion to Provide Professional Services Assisting with Converting City File Storage to A TEAMS Configuration:** Staff recommends a contract with Xerillion for Professional Services to assist the InfoSystems department with converting the City's current files infrastructure into a Teams portal. This change will migrate the files to the cloud host Microsoft and provide file access to staff through a secure portal. Currently, staff utilizes a VPN (Virtual Private Network) connection to access files when off site. VPN is a legacy technology that creates challenges with overhead, security and access speed. The staff's recommendation is to use Xerillion for this service. The Team Sharing Proposal, Microsoft Agreement, General Service Agreement, and Electronic Record and Signature Disclosure Summary were distributed to Council. The contract has been reviewed by the City Attorney. The Mayor will receive documentation electronically ready for signature through DocuSign. *Action: Approve the Contract with Xerillion to Provide Professional Services Assisting with Converting City File Storage to A TEAMS Configuration and authorize the Mayor to sign all necessary documentation.*
12. **AB 20-103 Request to Approve a Blue Cross of Idaho Foundation for Health Funds Agreement with McCall-Donnelly High School for a Community Garden:** On January 9, 2020, the City received a Grant from Blue Cross of Idaho Foundation for Health in response to the Mayor having participated in their leadership program. The Grant stipulated terms and conditions that the Grantee (City of McCall) shall utilize Grant funds exclusively for the one of the following purposes: charitable, educational, scientific or literary purpose (or some approved variation). Specifically, Grantee's purpose of Grant funding from the Foundation is for the support of the McCall community garden. McCall Donnelly High School has submitted

a proposal for a Student Garden. The contract and proposal have been reviewed by the City Attorney. *Action: Approve the Blue Cross of Idaho Foundation for Health Funds Agreement with McCall-Donnelly High School for a Community Garden and authorize the Mayor to sign all necessary documents.*

13. **AB 20-104 Request to Approve a Master Services Agreement with Simplifile for E-recording Services**: City Staff has been looking at alternate ways of recording documents with the County Recorder. The County is located approximately 40 minutes from City Hall. Currently, for each document that needs to be recorded, the City could incur \$35 in travel costs plus more than an hour of staff time. Valley County currently uses Simplifile to receive documents that need recorded electronically. By contracting with Simplifile, staff will be able to record documents timelier and more efficiently. The master Services Agreement and a service addendum have been reviewed by the City Attorney. *Action: Approve the Master Services Agreement and service addendum with Simplifile for E-recording Services and authorize the Mayor to sign all necessary documents.*
14. **AB 20-106 Request to Approve the Engineering Services Agreement for Crestline Engineers for the Public Works City Standard Drawings and Specifications Update & Development**: The City is currently in need of updating current Public Works standard detail drawings, developing new ones, and creating a standard technical specification manual. This project is anticipated to be a multi-year effort. The current effort is focused on updating and revising current details and addressing additional immediate needs with new ones. The standard details and specifications will be specific to the City but will generally conform to/complement the conditions contained in the Idaho Standards for Public Works Construction (ISPWC). The City is proposing to use Crestline Engineers to provide substantial engineering and design support for this project. Crestline Engineers has performed previous engineering efforts to develop the City's standard details. Substantial efficiencies and benefits are recognized from the continuity of utilizing the same engineering firm, especially due to Crestline's extensive experience with local engineering, Public Works, and construction practices. The City anticipates having the updated and new standard details posted to the City's website prior to the upcoming construction season. Additional standards and technical specifications will be developed prior to the start of the 2021 construction season. Additional budget may be necessary at a future time, depending on how many standard details and specifications are ultimately developed. This portion of the project is being funded by Water Department funds. *Action: Approve the Engineering Services Agreement for Crestline Engineers for the Public Works City Standard Drawings and Specifications Update & Development and authorize the Mayor to sign all necessary documents.*
15. **AB 20-109 Request to Approve the Agreement with WHPacific, Inc. to perform an Independent Fee Evaluation on AIP 3-16-0023-027-2020 – Taxiway Relocation Construction**: At the February 13, 2020 City Council meeting, Council approved the grant application for the AIP 3-16-0023-027-2020 – Taxiway Relocation Project. Per Federal Aviation Administration (FAA) funding rules, all grants over \$100,000 must have an Independent Fee Evaluation (IFE) by a different aviation consulting firm. WHPacific has agreed to performing the IFE for a price of \$4,000, of which 100% of the cost is eligible for reimbursement under the AIP 27 grant. *Action: Approve the agreement with WHPacific, Inc. to perform an Independent Fee Evaluation on AIP 3-16-0023-027-2020 – Taxiway Relocation Construction and authorize the Mayor to sign all necessary documents.*

16. **AB 20-112 Update on the Request Approval of a State of Idaho Outfitters and Guides Licensing Board - Private Landowner's Statement / Agreement between City of McCall and Payette Lake Shuttles & Tours (1000 Spring Boat Tours LLC)**: The following is an update and report to the Council following the March 26th meeting in which the council moved to table the discussion to the April 09 meeting requesting additional information from the applicant on this matter. After following up with the State of Idaho Outfitters and Guides Licensing Board (IOGLB). The IOGLB recommended including a condition on the Private Landowner's Statement/Agreement form. This condition should include the details regarding the applicant's proposed operation on the lake requested by the Council and of the Big Payette Lake Water Quality Council before the form would be considered valid by the IOGLB. Previously Stated: The Outfitters and Guides Licensing Board allows for two (2) Outfitter Licensee's permitted through the State of Idaho on Payette Lake for 'power boating'. In order to secure one of these license's the licensee must have permission via the State of Idaho Outfitters and Guides Licensing Board OG-10 Form to launch a commercial vessel from the Cities Public Boat Ramp and perform business on Payette Lake. The Licensee (Payette Lake Shuttles & Tours) is requesting to use the ramp to launch their boat at the start and end of the season and in the situation where they need to do maintenance on the vessel during the boating season. Their goal is to start operations during the 2021 season but could potentially kick off a soft start late in the 2020 boating season. *Action: Table action until the applicant has provided the requested clarification by the Council and the Big Payette Lake Water Quality Council as discussed during the March 26 Meeting.*
17. **COMMITTEE MINUTES:** Requests acceptance of the following Committee Minutes:
- a. Golf Advisory Committee – February 12, 2020
 - b. Historic Preservation Commission – February 10, 2020
 - c. Library Building Committee – May 15, 2019
 - d. Local Option Tax Commission – March 12, 2019
 - e. Local Option Tax Commission – May 6, 2019
 - f. Local Option Tax Commission – May 8, 2019
 - g. Parks and Recreation Advisory Committee – January 21, 2020
 - h. Planning and Zoning Commission – February 4, 2020
 - i. Tree Advisory Committee – February 4, 2020

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

PUBLIC COMMENT

Mayor Giles called for public comment at 5:36 p.m.

City Clerk BessieJo Wagner read the emails received for public comment:

Lynn Wood of 1019 Violet Way, McCall wrote: I have heard the McCall recycle center is moving to Lakefork. Is that correct? And if so, why is it moving there? Thank-you.

Suzanne Reddick of 140 Mather Road, McCall wrote: Whatever decisions you make tonight, please exercise great caution as your decisions relate to the corona virus pandemic. As tough as it is to close businesses and schools and practice social distancing, I hope we will continue to shelter in place as much as possible in the interests of public health. Thank you!

Kevin Richmond of 104 Brundage View Ct., McCall wrote: I encourage the Council to provide utility relief under item AB 20-102 of the Business Agenda. I have recently been furloughed from my job and am working out a family budget. Providing utility relief in the form of waived late fees, no shutoffs, no negative credit reporting, etc. will be helpful for anyone impacted financially by COVID-19.

John & Ginger Riggins of 662 Koski Drive, McCall wrote: The City of McCall should not be in the business of providing internet service or constructing, owning, and operating the infrastructure that facilitates the provision of internet service. Internet service is not a failed market for businesses or individuals located within the City limits. Multiple providers exist to service all the needs that exist here. When choosing the services, a municipality will provide the citizenry, it's important to distinguish what is essential from what is desirous. Providing a service also encumbers the citizenry. As full-time residents of the City of McCall, we object to being forced to pay for a non-essential City service that we have no intention of using. The internet service we pay for through a private company is more than adequate to meet our needs, and it is wrong for the City of McCall to force us to also pay for the infrastructure for a service we neither need nor desire. If specific internet companies have problems delivering their services to locations within McCall, the citizenry would be better served by the City removing barriers and facilitating the expansion of existing services by private companies. We are against the City of McCall fiber network project, in all its forms and names.

Harriett Crosby, a retired citizen of McCall wrote: I am retired I have lived in McCall for five years now. I would like the Council to address the COVID-19. Many people like to drive back and forth to McCall. I would support police action to slow this down per the governor order regarding non-essential travel. The people I have talked to all support the action taken to prevent the disembarkation of the couple from Seattle.

Hearing no other comments, Mayor Giles closed the comment period at 5:42 p.m.

PUBLIC HEARING

AB 20-094 Request to Adopt an Ordinance Updating McCall City Code Title 2 Building Regulations – CA-19-03

Mayor Giles opened the public hearing at 5:43 p.m.

Community & Economic Development Director Michelle Groenevelt presented McCall City Code Title 2 Building Regulations – CA-19-03 ordinance update. The Title 2 BUILDING REGULATIONS of the McCall Municipal Code sets forth the requirements for building and construction within the McCall Area. The purpose of the updates to Title 2 are to incorporate the most recent provisions of state building codes and simplify the process for adoption of future changes; codify existing practices; adopted new provisions as determined necessary by the Building Official and others involved in the

review of building and construction; improve consistency with other provisions of the municipal code; and generally, clarify, simplify and update the title.

On March 3, 2020, the McCall Area Planning and Zoning Commission held a public hearing, considered the ordinance and recommended to the City Council and County Commissioners that the ordinance be approved. The City Attorney drafted and reviewed the ordinance.

Community & Economic Development (CED) Director Michelle Groenevelt gave a brief review of the code revisions. The most significant changes are with the liquified petroleum gas equipment as proposed by the Fire District. Building Official John Powell went over the snow country requirements. CED Director Groenevelt stated there are some issues with the summary so it will need to be revised and brought back for approval. Council Member Holmes spoke to some of spelling and errors. City Clerk BessieJo Wagner interjected to state those errors have been identified and a clean copy of the ordinance will be provided at the next Council Meeting.

Building Official Powell clarified for Council Member Sowers the propane code the Fire District proposed and the same that Valley County adopted. Staff answered questions about wording in 2.2.010 Permits Required Prior to the Issuance of a Building Permit – Section B, Chapter 11 Non-Conforming, and fire sprinklers. Diane Kushlan of Kushlan Associates joined the meeting and briefly explained the changes, additions, and reorganization of Title 2 for the Council and answered questions.

Mayor Giles asked for public comments. No written comments were received by the Clerk and no one called in to give comment.

The Council had no further questions and discussed whether they were ready to approve or to leave the public hearing open to see the revised final ordinance. The majority would like to see the final ordinance before approving so the public hearing is left open until the April 23 regular Council meeting.

Council Member Nielsen moved to leave the public hearing open for McCall City Code Title 2 Building Regulations – CA-19-03 until April 23rd at 5:30 p.m. or as soon thereafter as the item may be heard. Council Member Holmes seconded the motion. In a roll call vote Council Member Nielsen, Council Member Holmes, Mayor Giles, Council Member Maciaszek, and Council Member Sowers all voted aye and the motion carried.

AB 20-095 Request to Adopt an Ordinance Updating McCall City Code Title 3 Chapter 20 Historic Preservation

Mayor Giles opened the public hearing at 6:31 p.m.

Community and Economic Development (CED) Director Michelle Groenevelt presented McCall City Code Title 3 Chapter 20 Historic Preservation ordinance update. Currently, code provisions for historic preservation is Chapter 4 of Title 2 BUILDING REGULATIONS. This ordinance would relocate the chapter in its entirety, with some minor modifications and additions, to Title 3 PLANNING AND ZONING, as a new Chapter 20. The McCall Area Comprehensive Plan directs that: Policy 7.2 Preserve and interpret historic resources (objects, buildings, structures, sites, or places

with historic, cultural, or aesthetic significance) in McCall for residents and visitors. In addition, policy and direction for historic preservation are contained in the 2011 adopted McCall Historic Preservation Plan. In light of this policy direction and since provisions for historic preservation are closely aligned with other planning and zoning requirements for design, development and non-conformities, it was determined to relocate the historic preservation requirements to title 3.

On March 3, 2020, the McCall Area Planning and Zoning Commission held a public hearing, considered the ordinance and recommended to the City Council and County Commissioners that the ordinance be approved. The City Attorney reviewed and drafted the ordinance. As there are some changes to the ordinance, staff is requesting the public hearing be extended to the April 23 regular Council meeting.

Diane Kushlan of Kushlan Associates explained the revisions and answered questions. Council Member Sowers questioned reason for the language of what substantiates a building or the plants or trees as a historical place. Ms. Kushlan and CED Director Groenevelt explained the process of determination and the lack of historical buildings in the City that would actually be deemed historical. No further discussion was had on this ordinance.

Mayor Giles asked for public comments. No written comments were received by the Clerk and no one called in to give comment.

Council Member Maciaszek moved to leave the public hearing open for McCall City Code Title 3 Chapter 20 Historic Preservation until April 23rd at 5:30 p.m. or as soon thereafter as the item may be heard. Council Member Nielsen seconded the motion. In a roll call vote Council Member Maciaszek, Council Member Nielsen, Mayor Giles, Council Member Holmes, and Council Member Sowers all voted aye and the motion carried.

AB 20-096 Request to Adopt an Ordinance Updating McCall City Code Title 3 Chapter 19 Wireless Communication Facilities

Mayor Giles opened the public hearing at 6:50 p.m.

Community and Economic Development Director Michelle Groenevelt presented McCall City Code Title 3 Chapter 19 Wireless Communication Facilities ordinance update. The Zoning Code currently includes a conditional use permit for wireless communication facilities. This new chapter of the code would provide additional needed provisions for the types of wireless technology that has been reviewed in the past, as well as set the stage for the anticipated innovation in this technology in the coming years. The Federal oversight of wireless communication siting is primarily based on three federal laws.

On March 3, 2020, the McCall Area Planning and Zoning Commission held a public hearing, considered the ordinance and recommended to the City Council and County Commissioners that the ordinance be approved with two minor corrections. Since that time, based on comments from the Public Works department, some additional amendments have been included. Substantive changes are noted in the summary. The City Attorney reviewed and drafted the ordinance.

Diane Kushlan of Kushlan Associates gave an overview of the ordinance update of the new chapter explaining the purpose, general locations, development standards, prohibitions, permits and applications, and operations, modifications and abandonment. The Council did not have any questions.

Mayor Giles asked for public comments. No written comments were received by the Clerk and no one called in to give comment.

Mayor Giles asked if all pieces were ready to move forward for approval. City Clerk BessieJo Wagner stated the ordinance summary is not but the Ordinance is ready. City Attorney Bill Nichols advised to suspend the rules and approve the ordinance but remove the language to publish the summary. The Council stated they had no further questions and would like to move forward.

Mayor Giles closed the public hearing at 7:12 p.m.

Council Member Holmes moved to suspend the rules and Read by title only, one-time only Ordinance 987. Council Member Maciaszek seconded the motion. In a roll call vote Council Member Holmes, Council Member Maciaszek, Mayor Giles, Council Member Nielsen, and Council Member Sowers all voted aye and the motion carried.

City Clerk BessieJo Wagner read Ordinance No. 987:

An ordinance of the City of McCall, Valley County, Idaho enacting Chapter 19, *Wireless Communication Facilities*, to Title 3, *Planning and Zoning*, of the McCall City Code, to provide for the placement, design and operation of wireless communication facilities consistent with the McCall Area Comprehensive Plan, promoting the sharing of facilities, the efficient use of land, and assuring compatibility with adjacent and nearby land use, amending, enacting, or deleting the following sections of Title 3, Planning and Zoning, of the McCall City Code, to-wit: Section 3.2.02, Meanings of Terms or Words, to add definitions for antenna, private; antenna, public antenna; wireless collocation; decorative pole; public right of way; wireless telecommunication facility, major; wireless communication facility, small scale; and Sections 3.3.02, 3.4.02, 3.5.02, 3.5.05, 3.6.02 use regulations for residential, commercial, industrial and business park and public uses, to amend the category of tower or antenna structure, private to antenna, private; to delete tower or antenna structure, commercial; and to add antenna, public; small scale wireless communication facility; and major wireless communication facility.

Council Member Maciaszek moved to adopt Ordinance No 987, updating McCall City Code Title 3 Chapter 19 Wireless Facilities Communication, and authorize the Mayor to sign all necessary documents. Council Member Holmes seconded the motion. In a roll call vote Council Member Maciaszek, Council Member Holmes, Mayor Giles, Council Member Nielsen, and Council Member Sowers all voted aye and the motion carried.

AB 20-100 Request to Approve Resolution 20-06 Adopting a Utility Convenience Fee, a Non-Utility Service Fee, and an eCheck Fee

Mayor Giles opened the public hearing at 7:18 p.m.

City Treasurer Linda Stokes presented Resolution 20-06 adopting a Utility Convenience Fee, a Non-Utility Service Fee, and an eCheck Fee. At the regular council meeting held March 12, 2020 staff recommended a Utility Convenience fee of \$2.95 per transaction and a Service fee for Non-Utility Payments of 3.25% plus \$1.00. Non-Utility Payments – eCheck fee would be \$0.50 per check. Council directed staff to proceed with a public hearing to establish the fees.

Mayor Giles asked for public comments. Two written comments were received and read by the City Clerk:

Judy Powers Arnt of 2200 Cross Creek Lane, Boise, Idaho wrote: Against. In McCall, we have seen all charges and taxes go up, up and never down or when the city stated that certain fees would go down when a certain fee was paid off, they just add more. We are taxed high for taxes, water, sewer and infrastructure and they never go down.

Mark Butti of 334 Carmen Drive, McCall wrote: Neutral. Where can we obtain access to view this particular piece of proposed legislation in its entirety?

No one called in to give comment.

City Treasurer Linda Stokes addressed the first public comment explaining there is a cost to the city that needs to be covered. Customers who want to use a credit card can avoid the fee if they come into City Hall to pay. It is a matter of choice.

The Council had no more questions and were ready to close the public hearing.

Receiving no further public comments, Mayor Giles closed the public hearing at 7:30 p.m.

The Council deliberated and agreed to move forward. Council Member Nielsen did express that he feels it is not a convenience to pay with a credit card especially when using autopay is not an option due to tight finances.

Council Member Sowers moved to adopt Resolution No. 20-06 setting adopting a utility convenience fee, a non-utility service fee, an eCheck fee and authorize the Mayor to sign all necessary documents. Council Member Maciaszek seconded the motion. In a roll call vote Council Member Sowers, Council Member Maciaszek, Mayor Giles, and Council Member Holmes all voted aye and Council Member Nielsen voted no and the motion carried.

AB 20-107 Request to Approve the Development Agreement for Payette View Estate Condominiums

Mayor Giles opened the public hearing at 7:34 p.m.

City Planner Morgan Bessaw presented the Development Agreement for Payette View Estate Condominiums. Payette View Condos, SUB-04-17, was approved by the McCall City Council on November 10, 2005 for fourteen (14) condo units. The applicant was required to enter into a development agreement with the City at that time, however, the approved development agreement was never signed and recorded, although the final plat was recorded.

Eight (8) of the fourteen (14) units have been constructed. The project has since changed hands and the new property owner would like to finish the project by constructing the last six (6) condo units. After discussions with the City Attorney, it was determined that although the development agreement was not signed, it does not absolve the developer from the requirements of the original application and draft development agreement that was approved in 2005.

The City and current property owner have reviewed the old draft development agreement and made a few minor changes. The most significant of which, is the removal of seven public parking spaces within the undeveloped Parkdale right-of-way. Approval of this development agreement will allow the developer to pull the building permits for the remaining units.

During the McCall Area Planning and Zoning Commission's regularly scheduled February 4, 2020 meeting, a public hearing on the application was heard and the Commission unanimously recommended the application to the McCall City Council for approval.

Conditions of Approval:

1. The applicant shall obtain the approval of the city arborist to remove any tree over 12 inches in diameter.
2. The applicant shall not remove any tree on the riverbank within 10 feet of the special flood hazard area.
3. The applicant shall construct all utilities underground.
4. The applicant shall construct an improved gravel path six feet wide along the south portion of Pinedale and along the top of bank along the river behind all twelve condo units.
5. The applicant shall construct to City standards an improved gravel pathway six feet in width within the Parkdale right-of-way, from the intersection with Rowland St. connecting to the pathway along the eastern portion of the property at the top of the riverbank.
6. The applicant shall sign the pathway as open to the public and shall be responsible for all maintenance and upkeep to the pathway, both within the right-of-way and on the subject parcel.
7. The applicant shall install a log pole fence along the riverbank edge of the pathway behind all twelve condo units.
8. The applicant shall dedicate an easement for the pathway along the top of bank, landings, etc. to the public.
9. The applicant shall provide an easement to the City of McCall from the top of bank to the high-water mark to be utilized as a boat launching facility. The City will install the facility at the City's discretion.
10. The applicant will participate in the cost of improving lift station No. 7 in lieu of constructing an on-site lift station. The financial participation shall not exceed the cost of constructing the applicant's proposed on-site facility.
11. Prior to issuance of a building permit, the applicant shall receive final engineering approval for a stormwater management plan.
12. The applicant shall complete all easement dedications and pathway improvements by December 31, 2021.

Applicant Tim Davis introduced himself and availed himself for questions. Staff clarified some minor items for the Council.

Receiving no written or public comments, Mayor Giles closed the public hearing at 7:48 p.m.

Council Member Maciaszek moved to approve the Payette View Estate Condominiums Development Agreement and authorize the Mayor to sign all necessary documents. Council Member Holmes seconded the motion. In a roll call vote Council Member Maciaszek, Council Member Holmes, Mayor Giles, Council Member Nielsen, and Council Member Sowers all voted aye and the motion carried.

BUSINESS AGENDA

AB 20-108 Request for Approval of Thompson Place Planned Unit Development Final Plan (PUD-18-03) and Subdivision Final Plat (SUB-18-06)

City Planner Morgan Bessaw presented Thompson Place Planned Unit Development Final Plan (PUD-18-03) and Subdivision Final Plat (SUB-18-06). The applications were received for a Planned Unit Development Final plan and Subdivision Final Plat for Thompson Place, a sixteen-unit condominium complex comprised of four fourplex structures, twelve dwelling units to be deed restricted local housing.

The project meets the underlying zoning approved by the companion application (ZON-18-03) which increased the zoning from R8 – Medium Density Residential to R16 – High Density Residential. The applicable regulations under Title III and Title IX of McCall City Code are met. Both the PUD Final Plan and Final Plat are in conformance with the approved preliminary plat and PUD General Plan as is required by McCall City Code.

During the McCall Area Planning and Zoning Commissions regularly scheduled February 4, 2020 meeting, the Commission reviewed the applications and recommended both the Thompson Place PUD Final Plan and Final Plat to the McCall City Council for approval.

Conditions of Approval:

1. Approval of Planned Unit Development final plan application PUD-18-03 and subdivision final plat application SUB-18-06 shall be contingent on City Council approval of both applications.
2. Prior to issuance of a building permit, the applicant shall:
 - a. Complete the off-site improvements, as described in the Applications for PUD 18-03 and SUB 18-06 or shall financially assure completion of the same in compliance with the applicable provisions of the McCall City Code (MCC 9.6.067).
 - b. Construct and receive final acceptance of water service infrastructure.
 - c. Execute a public snow storage area on the subject parcel in an area and of a size to be approved by the McCall Public Works Director.
 - d. Receive approval from the Payette Lakes Recreations Water and Sewer District for the sewer line extension and purchase of sewer connection permits.
3. Prior to issuance of a final Certificate of Occupancy, the applicant shall:
 - a. Complete the onsite improvements including landscaping, walkways, site grading, storage buildings, trash enclosures, lighting, and amenities, as shown in the Applications for PUD 18-03 and SUB 18-06.

- b. Complete all off-site street, sidewalk, utility and stormwater improvements as represented in the final civil plans approved by the McCall City Engineer.
 - c. Address the units as requested in accordance with the McCall Addressing Guidelines.
4. The applicant shall financially assure the undergrounding of any overhead utilities (MCC 9.6.02) located along the Thompson Avenue property frontage up to \$70,000. Additionally, all utilities within the project shall be installed underground, including any propane tanks.
5. Per MCC 3.14.052, parking area lights shall be no taller than 17 ft.
6. A full set of as built (record) drawings of all improvements intended for public use and maintenance, including, but not limited to, water and sewer lines, and including also private and public streets, shall be furnished to the City within sixty (60) days of completion of the construction.
7. The final plat shall be filed with the county recorder by the applicant within eighteen (18) months after written approval by the city council (or board). Otherwise, such approval shall become null and void unless the applicant, prior to said filing date, applies for an extension and such extension is granted by the city council (or board).

The Council did not have any questions.

Council Member Nielsen moved to approve the Findings of Fact, Conclusions of Law, Decision documents for PUD-18-03 Final Plan and Final Plat SUB-18-06 and authorize the Mayor to sign all necessary documents. Council Member Sowers seconded the motion. In a roll call vote Council Member Nielsen, Council Member Sowers, Mayor Giles, Council Member Maciaszek all voted aye and Council Member Holmes voted no, and the motion carried.

AB 20-105 Request to Approve the Letter of Additional Service #03 for Relocation of Existing Pressure Sewer Main for City Campus with Ratio Design

Public Works Director Nathan Stewart presented the letter of Additional Service #03 for relocation of existing pressure sewer main for City Campus with Ratio Design. Early in 2020, Ratio Design (formerly Humphries Poli), identified the existing Payette Lakes Recreational Water and Sewer District (PLRWSD) pressure sewer main (PS) located within the City's campus conflicts with the proposed new library and campus plaza infrastructure. In reviewing this with the City's engineering team and the City Manager, it is recognized that relocating this pressure sewer main is in the best interest of the City so that the City Campus property can be maximized to its full potential. Relocating the PS away from significant infrastructure and in a location that can easily be maintained by PLRWSD reduce impacts to the campus's functionality and financial hardship for both agencies over the long term. Staff have identified that the timing of this relocation needs to be coordinated with the commencement of the reconstruction of Park Street (DC-PH-2B, between 3rd and 1st) to avoid having to cut/excavate into the newly reconstructed Park Street in the future.

The first step in understanding the anticipated total cost of relocating the pressure sewer main is to complete the engineering design. Included herein is Ratio Design's design proposal. The proposal identifies Crestline Engineers as the civil engineering sub-consultant to complete the relocation design, while still working with Ratio Design to assure the relocation will not conflict with the proposed improvements of the campus master plan, south of the proposed library. Crestline is familiar with the project site and the 2020 Park Street improvements, as they are also working for the City on behalf of Horrocks to conduct construction engineering inspection (CEI) services for the Park Street reconstruction. Staff seeks Council approval of Ratio Design's Letter of Additional Service #3.

Council Member Holmes wanted to know if this should wait until after the Bond Election. Public Works Director Stewart explained that waiting until after the election would push the project out too late into the season to be completed with the current construction on Park Street scheduled for this summer and thus causing the new road to be torn up. The Council had no further questions.

Council Member Maciaszek moved to approve the Letter of Additional Service #03 for Relocation of Existing Pressure Sewer Main for City Campus with Ratio Design and authorize the Mayor to sign all necessary documents. Council Member Holmes seconded the motion. In a roll call vote Council Member Maciaszek, Council Member Holmes, Mayor Giles, Council Member Nielsen, and Council Member Sowers all voted aye and the motion carried.

AB 20-102 Utility COVID-19 Relief Discussion AND Provide Direction to Staff

City Treasurer Linda Stokes presented Utility COVID-19 Relief discussion. To date the Treasurer has received three calls from Water Utility customers inquiring about what the City is doing to provide relief to utility rate payers during this uncertain time. Staff anticipates the number will increase once bills are mailed out April 13. Providing clean drinking water to the citizens of McCall is a vital essential service performed by the City of McCall. Center for Disease Control (CDC) guidelines strongly encourage hand-washing and proper hygiene practices during this period. Additionally, Idaho's Governor has issued a Stay at Home Order through April 15. In order to ensure residents who are staying at home have water services during this emergency time, the Council may wish to provide relief to those facing hardships paying their utility bill.

Staff has identified the following options for Council consideration to provide relief to City rate payers during the COVID-19 pandemic:

- Suspend billing of, or waive penalty charges, on late payments
- Suspend billing of, or waive service charges, on delinquent accounts
- Suspend shutting off delinquent accounts for non-payment
- Encourage Utility rate payers to pay what they can to keep account balances from becoming overwhelming
- Enter into payment arrangements for those customers that request assistance with their bills

City Manager Anette Spickard stated she feels it is a good idea for the City to do what it can to help the community. The Council briefly discussed. Each Council Member was supportive of the five ways to provide relief to the rate payors as outlined by staff.

Council Member Holmes moved to approve the five separate bullet points outlining what direction the staff should provide regarding relief for city utility rate payors during the coronavirus for three months. Council Member Sowers seconded the motion. In a roll call vote Council Member Holmes, Council Member Sowers, Mayor Giles, Council Member Maciaszek, and Council Member Nielsen all voted aye and the motion carried.

AB 20-111 COVID-19 Pandemic Update, Review of the Declaration of Emergency, and Request Direction to Staff Regarding the COVID-19 Pandemic

Police Chief Justin Williams presented COVID-19 Pandemic update and how it is affecting the City of McCall. He gave an update of the current status of the State and County infection rate. He shared Parks and the Golf Course will be moving forward with spring operations to prepare lawns, flower

beds, etc. Valley County had extended their emergency order regarding short term rentals to May 15, are urging citizens to not travel to or from the County and are working on an enforcement mechanism. The County has a mandatory 14-day quarantine if any of their staff leaves the County. The City only requires a quarantine if anyone leaves the State. The City is working with ICRMP and the City Attorney for advice and currently using education as the method of enforcement. This is the time of year where the “snowbirds” (people who live in southern climes during the winter) are coming back and seasonal employees are moving here for work. Currently, the City can only legally ask for self-compliance for a 14-day quarantine. He reported there are less people visiting which means less calls for police service, and St. Luke’s reported less people in the hospital as no one is coming in for surgeries, etc. and thus they have furloughed some of their staff. He was happy to report no increase in domestic violence cases. The Police department is practicing segregation at shift changes to protect themselves from contamination, and the Idaho State Police are available as a backup if City police staff become infected.

On March 16, 2020 the Mayor and Council declared a state of emergency in the City of McCall which enacted the following:

The plans and procedures of McCall, Valley County, State of Idaho Emergency Operations Plan were implemented. The nature of the emergency was the occurrence and imminent threat to public health and safety arising from the effects of COVID-19. The area threatened by the emergency and subject to this proclamation includes the City of McCall, Valley County, State of Idaho. The state of emergency shall exist for a period of thirty days unless terminated, modified or unless extended for thirty-day increments by the McCall City Council. City departments are directed to utilize state resources and to do everything reasonably possible to assist affected political subdivisions to respond to and recover from COVID-19. This proclamation serves to assist in efforts to deal with the public health emergency of COVID-19 in Idaho. City licensing departments are authorized to temporarily exercise enforcement discretion, implement temporary rules, and waive licensing and related requirements to maximize access to health care services and provider support in response to COVID-19.

City Manager Anette Spickard shared that the City will be reaching out to businesses with health guidance and the requirement of City contractors to provide certification of how they are adhering to the CDC orders. She gave an update of reimbursement for COVID-19 expenses. The Governor will be addressing the isolation order on April 15. As April 15 will mark the 30 days this declaration was enacted for, she would like have a special meeting with Council on April 15 after the Governor’s call to discuss the possible need to extend the time of the state of emergency for the City of McCall and determine if the Declaration needs to be modified. The Council was amenable to the special meeting.

City Manager Spickard shared highlights from the conference calls with the State. The State Unemployment Office staff are having challenges processing all the applications received for assistance and are trying to implement updates to their computer system to allow for self-employed people to qualify. The State is working on the availability of more COVID-19 tests and coming up with a distribution formula to cities of financial relief created by the federal bill that passed for aid to States. At the City level, revenue projections for the local option taxes (LOT) will have to be modified due to the business closures restrictions on short-term rentals and lodging businesses as there will be a drop in the amount of money collected. The Federal dollars cannot be used to supplement this revenue so there will be a significant impact on what projects are funded through the LOT. City Attorney Bill Nichols and City Manager Spickard answered questions regarding the jurisdiction of

the City if the Governor does not extend the Stay at Home order even though the County has. The City has jurisdiction 5 miles around the city and can make decisions inclusive of those areas as deemed fit be it to extend or not to extend the order.

Upcoming Meetings Schedule Discussion

Council discussed upcoming meetings. Council Member Nielsen requested a report on the Lakefork Recycling Center to be added to meeting schedule for May 9. A special meeting for April 15 at 4 p.m. was also scheduled.

ADJOURNMENT

Without further business, Mayor Giles adjourned the meeting at 8:54 p.m.

ATTEST:

Robert S. Giles, Mayor

BessieJo Wagner, City Clerk

MINUTES

**McCall City Council
Special Meeting
McCall City Hall -- Teleconference
April 15, 2020**

Call to Order and Roll Call
Business Agenda
Adjournment

CALL TO ORDER AND ROLL CALL

This special meeting of the McCall City Council was called to order by Mayor Giles at 4:00 p.m. Mayor Giles, Council Member Holmes, Council Member Maciaszek, Council Member Nielsen, and Council Member Sowers all answered roll call.

City staff members present were Anette Spickard, City Manager; BessieJo Wagner, City Clerk; Michelle Groenevelt, Community and Economic Development Director; Linda Stokes, City Treasurer; Justin Williams, Police Chief

BUSINESS AGENDA

AB 20-113 Review and Consideration of an Extension of the Local Emergency Declaration

Proclamation

Police Chief Justin Williams presented the extension of the Local Emergency Declaration Proclamation and gave an update on the Governor's address given this afternoon. On March 16, 2020, Council adopted the local emergency declaration proclamation which expires April 15, 2020. The declaration allows the City to participate in grant funding through the Idaho Office of Emergency Management for expenses incurred for preparation, response, and recovery activities related to COVID 19. The announcement by the Governor for the State's "stay at home" order has been extended to April 30. The State Order has two significant changes: out of state travelers are required to quarantine for 14 days unless the person is an essential worker, and essential businesses now include retail stores so long as the purchases are ordered over the phone and picked up curbside (no in-store customers allowed).

Community & Economic Development Director Michelle Groenevelt shared efforts the City is making to help local businesses. The Police department is making special effort to increase patrols of closed businesses to make sure properties are safe and protected. During the "stay at home" order, temporary signage rules are suspended, and no permits will be required allowing businesses to put up banners and A-frame signs to show they are open and available. Water utility relief is provided in the way of no disconnects due to non-payment, late fees and service charges will be waived, and deferred payments plans will be available. She reported Economic Development Planner Delta James will be attending a new community group called the Business Response Group organized by Valley County Commissioner Sherri Maupin that is looking to open up the

economy while also balancing the health and safety requirements. City Manager Anette Spickard briefly described the State requirements that business will need to follow after May 1st when they reopen.

Mayor Giles opened the floor for Council discussion. Council Member Holmes would like to know if the City could put out clear list instructions of the State Order to help the community understand the requirements. City Manager Spickard stated she believed that is the intent of the work group Economic Development Planner James will be attending. There was some discussion of mask availability and challenges.

Staff has asked to proclaim and declare an extension of the State of Emergency in the City of McCall to April 30 to coincide with the State Orders. Mayor Giles asked for comments. Council Member Holmes, Council Member Maciaszek, and Council Member Nielsen were in support of the extension. Council Member Sowers was not in favor of the extension and wanted to allow the declaration to expire today. Police Chief Williams explained if the City did not follow the Federal and State mandates, the City financial resources would be impacted. Council Member Sowers stated he understood but just wanted to express he did not think the extension was necessary.

Council Member Nielsen moved to extend the State of Emergency Declaration in the City of McCall to April 30 and authorize the Mayor to sign all necessary documents. Council Member Holmes seconded the motion. In a roll call vote Council Member Nielsen, Council Member Holmes, Mayor Giles, and Council Member Maciaszek all voted aye, and Council Member Sowers voted no, and the motion carried.

Council Member Holmes commented on a grammatical error on the banner on the website to be corrected.

ADJOURNMENT

Without further business, Mayor Giles adjourned the meeting at 4:30 p.m.

ATTEST:

Robert S. Giles, Mayor

BessieJo Wagner, City Clerk

Emp No	Name	Total Gross Amount	2-00 Overtime Emp Amt	10-00 Overtime-G Emp Amt
	Total Airport:			
2		4,111.66	.00	.00
	Total City Clerk:			
3		6,247.62	.00	.00
	Total City Manager:			
4		11,718.98	.00	.00
	Total Community Development:			
6		14,513.62	.00	.00
	Total Council:			
5		1,400.00	.00	.00
	Total Finance:			
3		7,269.15	.00	.00
	Total Golf Course Maint:			
1		3,525.55	.00	.00
	Total Info systems:			
2		5,172.70	.00	.00
	Total Library:			
7		8,075.97	.00	.00
	Total Local Option Tax:			
1		1,551.74	.00	.00
	Total Parks:			
6		9,813.61	.00	.00
	Total Police:			
10		26,940.93	1,707.91	.00
	Total PW/Streets:			
13		26,616.42	.00	.00
	Total Recreation Programs:			
3		6,237.83	.00	.00
	Total Water Distribution:			
5		9,265.74	.00	.00
	Total Water Treatment:			
1		2,627.96	.00	.00
	Grand Totals:			
72		145,089.48	1,707.91	.00

Report Criteria:

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

Title	Hours Beg Bal	Hours Accrued	Hours Used	Hours Remain
9-02				
Total :	.00	.00	.00	.00
City Manager				
9-02				
Total City Manager:	26.25	27.00	.00	53.25
Info systems				
9-02				
Total Info systems:	1.50	6.00	.00	7.50
Police				
9-02				
Total Police:	10.25	9.75	.00	20.00
PW/Streets				
9-02				
Total PW/Streets:	99.01	10.50	.00	109.51
Water Distribution				
9-02				
Total Water Distribution:	88.88	12.00	.50	100.38

Grand Totals:	<u>1,020.37</u>	<u>65.25</u>	<u>58.00</u>	<u>1,027.62</u>
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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-11750 UTILITY CASH CLEARING						
SILVERPINE PARTNERS LLC	180611	OVERPAYMENT FOR MARCH ACCT 1.8	04/13/20	43.19	.00	
MOSS, JOE & LINDA	156505-A	2ND OVERPAYMENT ACCT 1.5650.5	04/13/20	41.70	.00	
BENECH, ED	213973	OVERPAYMENT MARCH METER READ	04/13/20	41.70	.00	
HEDGE, BOB AND MARTI	212332	OVERPAYMENT ACCOUNT 2.1233.2	04/13/20	41.70	.00	
HICKS, KARI SCHMITZ & JAYSON	132905	OVERPAYMENT ACCOUNT 1.3290.5	04/13/20	67.82	.00	
Total 01-11750 UTILITY CASH CLEARING:				236.11	.00	
Total :				236.11	.00	
Total :				236.11	.00	
PAYROLL PAYABLES CLEARING						
03-21521 COBRA - DENTAL						
DELTA DENTAL PLAN OF IDAHO	202003-COBRA	PREMIUMS - #2667-0000/COBRA	02/24/20	63.00	63.00	04/07/2020
WILLAMETTE DENTAL INSURANCE	202003-COBRA	PREMIUMS-GROUP #Z1759-ID51/COBR	03/01/20	87.40	87.40	04/07/2020
Total 03-21521 COBRA - DENTAL:				150.40	150.40	
03-22314 DENTAL						
DELTA DENTAL PLAN OF IDAHO	202003	PREMIUMS - #2667-0000	02/24/20	2,755.91	2,755.91	04/07/2020
Total 03-22314 DENTAL:				2,755.91	2,755.91	
03-22315 COLONIAL						
COLONIAL LIFE & ACCIDENT	3289725-0301243	PREMIUMS - BCN E3289725	02/21/20	525.70	525.70	04/07/2020
Total 03-22315 COLONIAL:				525.70	525.70	
03-22316 IDAHO NCPERS GROUP LIFE						
NCPERS GROUP LIFE INS	C440320	PREMIUMS - C44000000000	02/13/20	16.00	16.00	04/07/2020
Total 03-22316 IDAHO NCPERS GROUP LIFE:				16.00	16.00	
03-22317 OHIO NATIONAL LIFE						
OHIO NATIONAL LIFE INSURANCE	87822119	PREMIUMS - SS0004892	03/01/20	21.47	21.47	04/07/2020
Total 03-22317 OHIO NATIONAL LIFE:				21.47	21.47	
03-22323 HRA ADMIN FEE						
NUESYNERGY INC.	541	HRA/FSA ADMIN FEES	04/07/20	360.00	360.00	04/07/2020
Total 03-22323 HRA ADMIN FEE:				360.00	360.00	
03-22325 COBRA SERVICE FEE						
NUESYNERGY INC.	541	COBRA ADMIN FEES	04/07/20	75.00	75.00	04/07/2020
Total 03-22325 COBRA SERVICE FEE:				75.00	75.00	
03-22326 HEALTH INSURANCE PAYABLE						
III-A TRUST	202003	PREMIUMS - #142-MCCALL	03/31/20	81,536.00	81,536.00	04/07/2020
Total 03-22326 HEALTH INSURANCE PAYABLE:				81,536.00	81,536.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
03-22328 VISION PAYABLE						
III-A TRUST	202003	VISION PREMIUMS - #142-MCCALL	03/31/20	877.00	877.00	04/07/2020
Total 03-22328 VISION PAYABLE:				877.00	877.00	
03-22330 WILLAMETTE DENTAL						
WILLAMETTE DENTAL INSURANCE	202003	PREMIUMS - GROUP #Z1759 - ID51	03/01/20	2,787.70	2,787.70	04/07/2020
Total 03-22330 WILLAMETTE DENTAL:				2,787.70	2,787.70	
03-22333 UNUM LIFE INSURANCE						
UNUM LIFE INS. CO. OF AMERICA	202003-LIFE	LIFE INS. #0094659-001 2	02/14/20	745.00	745.00	04/07/2020
UNUM LIFE INS. CO. OF AMERICA	202003-VLIFE	LIFE INS. #0094658-001 5	02/14/20	598.92	598.92	04/07/2020
Total 03-22333 UNUM LIFE INSURANCE:				1,343.92	1,343.92	
03-22375 CHILD SUPPORT						
IDAHO CHILD SUPPORT RECEIPTING	20200403-2	CHILD SUPPORT - #195240	04/10/20	187.38	187.38	04/10/2020
IDAHO CHILD SUPPORT RECEIPTING	20200403-4	CHILD SUPPORT - #301057	04/10/20	217.28	217.28	04/10/2020
Total 03-22375 CHILD SUPPORT:				404.66	404.66	
Total :				90,853.76	90,853.76	
Total PAYROLL PAYABLES CLEARING:				90,853.76	90,853.76	
GENERAL FUND						
MAYOR & COUNCIL						
10-41-700-108.0 BC FOUND.-SUBRECIPIEN DISB.						
McCALL-DONNELLY JT. SCHOOL	20200410	ECO-GARDEN CLUB & THE INTEGRATE	04/10/20	2,000.00	.00	
Total 10-41-700-108.0 BC FOUND.-SUBRECIPIEN DISB.:				2,000.00	.00	
Total MAYOR & COUNCIL:				2,000.00	.00	
INFORMATION SYSTEMS						
10-42-150-210.0 DEPARTMENT SUPPLIES						
U.S. BANK - CARD SERVICES	202003-CURTIN	CORDED MICE, WIRELESS MICE	04/01/20	99.44	.00	
Total 10-42-150-210.0 DEPARTMENT SUPPLIES:				99.44	.00	
10-42-150-240.0 MINOR EQUIPMENT						
U.S. BANK - CARD SERVICES	202003-CURTIN	DELL SONICWALL	04/01/20	173.25	.00	
U.S. BANK - CARD SERVICES	202003-JOVANOV	FLASH MEMORY, IPHONE CASE, DVI A	04/01/20	110.87	.00	
U.S. BANK - CARD SERVICES	202003-JOVANOV	WIRELESS KEYBOARD AND MOUSE	04/01/20	239.96	.00	
Total 10-42-150-240.0 MINOR EQUIPMENT:				524.08	.00	
10-42-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS						
U.S. BANK - CARD SERVICES	202003-JOVANOV	STANDAARD WILDCARD SSL	04/01/20	369.99	.00	
Total 10-42-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS:				369.99	.00	
10-42-150-560.0 REPAIRS - COMPUTER EQUIP						
U.S. BANK - CARD SERVICES	202003-JOVANOV	ASUS FULL HD - 2	04/01/20	417.96	.00	
U.S. BANK - CARD SERVICES	202003-JOVANOV	AC ADAPTER POWER SUPPLY	04/01/20	31.78	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-42-150-560.0 REPAIRS - COMPUTER EQUIP:				449.74	.00	
10-42-150-620.0 COMPUTER HARDWARE						
U.S. BANK - CARD SERVICES	202003-JOVANOV	NEW EGG CREDIT	04/01/20	256.76-	.00	
Total 10-42-150-620.0 COMPUTER HARDWARE:				256.76-	.00	
Total INFORMATION SYSTEMS:				1,186.49	.00	
CITY MANAGER						
10-43-150-275.0 PUBLIC RELATIONS						
U.S. BANK - CARD SERVICES	202003-GREAVES	365-DAY SUBSCRIPTION, STANDARD LI	04/01/20	30.74	.00	
U.S. BANK - CARD SERVICES	202003-GREAVES	CANVA PRO	04/01/20	119.40	.00	
Total 10-43-150-275.0 PUBLIC RELATIONS:				150.14	.00	
10-43-150-420.0 TRAVEL AND MEETINGS						
U.S. BANK - CARD SERVICES	202003-GREAVES	MEAL - MTG W/CHAMBER AND AREA S	04/01/20	39.64	.00	
Total 10-43-150-420.0 TRAVEL AND MEETINGS:				39.64	.00	
10-43-650-910.0 COVID-19 - FEMA TRACKING						
U.S. BANK - CARD SERVICES	202003-RYSKA	CARDCONNECT.	04/01/20	494.85	.00	
U.S. BANK - CARD SERVICES	202003-WILLIAMS	ICS PACKAGE STANDARD BOARD WIT	04/01/20	332.23	.00	
Total 10-43-650-910.0 COVID-19 - FEMA TRACKING:				827.08	.00	
Total CITY MANAGER:				1,016.86	.00	
ADMINISTRATIVE COSTS						
10-44-150-310.0 ATTORNEY - CIVIL NON-REIMB						
WHITE PETERSON P.A.	138966	GENERAL CITY ADMIN	04/01/20	7,308.83	.00	
Total 10-44-150-310.0 ATTORNEY - CIVIL NON-REIMB:				7,308.83	.00	
Total ADMINISTRATIVE COSTS:				7,308.83	.00	
CITY CLERK						
10-46-150-210.0 DEPARTMENT SUPPLIES						
U.S. BANK - CARD SERVICES	202003-WAGNER	ANTI FATIGUE FLOOR MAT	04/01/20	49.95	.00	
Total 10-46-150-210.0 DEPARTMENT SUPPLIES:				49.95	.00	
10-46-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
STAR NEWS, THE	54826	LEGAL AD - HEARING - APRIL 9 - MARC	04/02/20	94.38	.00	
Total 10-46-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				94.38	.00	
10-46-150-598.0 RECORDS DESTRUCTION						
SHRED-IT USA - BOISE	8129574741	SHREDDING	04/07/20	142.26	.00	
Total 10-46-150-598.0 RECORDS DESTRUCTION:				142.26	.00	
Total CITY CLERK:				286.59	.00	
COMMUNITY DEVELOPMENT						

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-48-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	64787523-CD	FUEL	04/01/20	60.26	.00	
Total 10-48-150-250.0 MOTOR FUELS AND LUBRICANTS:				60.26	.00	
10-48-150-300.0 PROFESSIONAL SERVICES						
SHADOW TRACKERS	RDK190823	BACKGROUND CHECKS	04/01/20	46.00	.00	
Total 10-48-150-300.0 PROFESSIONAL SERVICES:				46.00	.00	
10-48-150-420.0 TRAVEL AND MEETINGS						
HOTEL McCALL	7282296	INTERVIEW - GIS - GENE	04/01/20	192.00	.00	
U.S. BANK - CARD SERVICES	202003-GROENEV	MTG - CODE UPDATE	03/25/20	9.23	.00	
U.S. BANK - CARD SERVICES	202003-GROENEV	GIS INTERVIEW	03/25/20	8.89	.00	
Total 10-48-150-420.0 TRAVEL AND MEETINGS:				210.12	.00	
10-48-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS						
STAR NEWS, THE	54744	LEGAL AD - COUNCIL HEARING APRIL 9	04/01/20	70.68	.00	
STAR NEWS, THE	54745	LEGAL AD - P & Z HEARING APRIL 7 - M	04/01/20	103.74	.00	
Total 10-48-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS:				174.42	.00	
10-48-150-440.0 PROFESSIONAL DEVELOPMENT						
U.S. BANK - CARD SERVICES	202003-GROENEV	REGISTRATION FOR IEDA CONFEREN	03/25/20	175.00	.00	
Total 10-48-150-440.0 PROFESSIONAL DEVELOPMENT:				175.00	.00	
10-48-150-610.0 GIS EQUIPMENT						
U.S. BANK - CARD SERVICES	202003-GROENEV	CORDLESS DRILLDRIVER, CASE, JOU	03/25/20	188.63	.00	
U.S. BANK - CARD SERVICES	202003-GROENEV	GIS SOFTWARE	03/25/20	125.00	.00	
Total 10-48-150-610.0 GIS EQUIPMENT:				313.63	.00	
Total COMMUNITY DEVELOPMENT:				979.43	.00	
POLICE DEPARTMENT						
10-50-150-215.0 RANGE/AMMUNITION						
U.S. BANK - CARD SERVICES	202003-RYSKA	ASP KNIFE RED TRAINING SERIES	04/01/20	73.60	.00	
U.S. BANK - CARD SERVICES	202003-RYSKA	TRAINING HOLSTER PROPS	04/01/20	239.80	.00	
Total 10-50-150-215.0 RANGE/AMMUNITION:				313.40	.00	
10-50-150-240.0 MINOR EQUIPMENT						
U.S. BANK - CARD SERVICES	202003-RYSKA	CLEANING SUPPLIES	04/01/20	186.36	.00	
U.S. BANK - CARD SERVICES	202003-RYSKA	NITRILE GLOVES	04/01/20	72.45	.00	
U.S. BANK - CARD SERVICES	202003-RYSKA	POWER POINT CLICKER	04/01/20	14.99	.00	
Total 10-50-150-240.0 MINOR EQUIPMENT:				273.80	.00	
10-50-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	64785119-PD	FUEL	04/06/20	1,862.71	.00	
Total 10-50-150-250.0 MOTOR FUELS AND LUBRICANTS:				1,862.71	.00	
10-50-150-260.0 POSTAGE						
U.S. BANK - CARD SERVICES	202003-RYSKA	POSTAGE - 20-00093	04/01/20	3.80	.00	
U.S. BANK - CARD SERVICES	202003-WILLIAMS	POSTAGE - 20-00014	04/01/20	4.10	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-50-150-260.0 POSTAGE:				7.90	.00	
10-50-150-275.0 PUBLIC RELATIONS						
U.S. BANK - CARD SERVICES	202003-JOHNSON	AD - WE'RE HIRING	04/01/20	25.00	.00	
U.S. BANK - CARD SERVICES	202003-JOHNSON	AD - WE'RE HIRING	04/01/20	25.00	.00	
U.S. BANK - CARD SERVICES	202003-JOHNSON	AD - WE'RE HIRING	04/01/20	20.75	.00	
U.S. BANK - CARD SERVICES	202003-PALMER	HIRING EVENT REGISTRATION FEE	04/01/20	375.00	.00	
U.S. BANK - CARD SERVICES	202003-PALMER	BROCHURES	04/01/20	460.10	.00	
U.S. BANK - CARD SERVICES	202003-RYSKA	UNIV OF MONTANA CAREER AND INVO	04/01/20	310.00	.00	
U.S. BANK - CARD SERVICES	202003-WILLIAMS	6' TABLECLOTHS - 3 SIDED	04/01/20	248.74	.00	
Total 10-50-150-275.0 PUBLIC RELATIONS:				1,464.59	.00	
10-50-150-300.0 PROFESSIONAL SERVICES						
IDAHO STATE POLICE	S0091908	BRANDELL TAXI	04/01/20	33.25	.00	
Total 10-50-150-300.0 PROFESSIONAL SERVICES:				33.25	.00	
10-50-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
STAR NEWS, THE	54756	CLASSIFIED - CODE ENFORCEMENT	04/01/20	132.00	.00	
WHITE PETERSON P.A.	138972	POLICE	04/01/20	5.73	.00	
Total 10-50-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				137.73	.00	
10-50-150-420.0 TRAVEL AND MEETINGS						
U.S. BANK - CARD SERVICES	202003-ARRASMIT	MEAL - RECRUITMENT EVENT BOISE	04/01/20	25.44	.00	
U.S. BANK - CARD SERVICES	202003-ARRASMIT	MEAL - RECRUITMENT EVENT BOISE	04/01/20	35.23	.00	
U.S. BANK - CARD SERVICES	202003-GESTRIN	MEAL - VEHICLE MAINTENANCE	04/01/20	17.46	.00	
U.S. BANK - CARD SERVICES	202003-WANN	COVID 19 UPDATE	04/01/20	57.37	.00	
Total 10-50-150-420.0 TRAVEL AND MEETINGS:				135.50	.00	
10-50-150-440.0 PROFESSIONAL DEVELOPMENT						
U.S. BANK - CARD SERVICES	202003-ARRASMIT	ALAMO RENT A CAR	04/01/20	355.85	.00	
U.S. BANK - CARD SERVICES	202003-GESTRIN	MEAL - DNA TRAINING	04/01/20	5.82	.00	
U.S. BANK - CARD SERVICES	202003-JOHNSON	Lodging - NIBRS TRAINING	04/01/20	250.00	.00	
U.S. BANK - CARD SERVICES	202003-RYSKA	LERA CONFERENCE	04/01/20	354.78	.00	
U.S. BANK - CARD SERVICES	202003-RYSKA	LODGING - LERA CONFERENCE	04/01/20	292.74	.00	
U.S. BANK - CARD SERVICES	202003-WILLIAMS	AIRFARE	04/01/20	232.90	.00	
Total 10-50-150-440.0 PROFESSIONAL DEVELOPMENT:				1,492.09	.00	
10-50-150-450.0 CLEANING AND CUSTODIAL						
U.S. BANK - CARD SERVICES	202003-RYSKA	WET MOP HANDLE	04/01/20	35.52	.00	
Total 10-50-150-450.0 CLEANING AND CUSTODIAL:				35.52	.00	
10-50-150-460.0 TELEPHONE						
VERIZON WIRELESS	9851320582	270693183 - POLICE	04/01/20	1,519.79	.00	
Total 10-50-150-460.0 TELEPHONE:				1,519.79	.00	
10-50-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
ALPINE AUTOMOTIVE INC.	18436	Steering Column Module for MPD 216	04/01/20	591.76	.00	
GLASS PRO INC.	36088	Windshield replacement for MPD 214.	04/01/20	882.85	.00	
JERRY'S AUTO PARTS	149779	BUGTAR REMOVER	04/07/20	5.00	.00	
MAY HARDWARE INC.	977603	FORD EMERG KEY	04/10/20	37.80	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
STERLING BATTERY CO.	G57138	A65AA	04/03/20	209.90	.00	
U.S. BANK - CARD SERVICES	202003-BATES	CAR WASH	04/01/20	7.00	.00	
U.S. BANK - CARD SERVICES	202003-BATES	CAR WASH	04/01/20	7.00	.00	
U.S. BANK - CARD SERVICES	202003-GESTRIN	CAR WASH	04/01/20	7.00	.00	
U.S. BANK - CARD SERVICES	202003-GESTRIN	CAR WASH	04/01/20	7.00	.00	
U.S. BANK - CARD SERVICES	202003-JOHNSON	CAR WASH	04/01/20	7.00	.00	
U.S. BANK - CARD SERVICES	202003-MCPHERS	CAR WASH	04/01/20	7.00	.00	
U.S. BANK - CARD SERVICES	202003-PALMER	CAR WASH	04/01/20	7.00	.00	
U.S. BANK - CARD SERVICES	202003-RYSKA	FLOOR LINER	04/01/20	134.55	.00	
U.S. BANK - CARD SERVICES	202003-WANN	CAR WASH	04/01/20	7.00	.00	
U.S. BANK - CARD SERVICES	202003-WANN	CAR WASH	04/01/20	7.00	.00	
U.S. BANK - CARD SERVICES	202003-WILLIAMS	CAR WASH	04/01/20	8.00	.00	
Total 10-50-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				1,932.86	.00	
Total POLICE DEPARTMENT:				9,209.14	.00	
CAPITAL IMPROVEMENT PLAN						
10-70-600-710.0 GENERAL FUND CIP						
BRUNEEL COMPANY INC.	MCC 0010784	Tires for new patrol vehicle. MPD 203. St	04/09/20	810.92	.00	
Total 10-70-600-710.0 GENERAL FUND CIP:				810.92	.00	
10-70-750-997.0 FRANCHISE FEES - CONTINGENCY						
HORROCKS ENGINEERS INC.	55346	TASK 17-03 C 2ND STREET AND LENOR	04/10/20	76.01	.00	
HORROCKS ENGINEERS INC.	55346	TASK 19-06A SURFACE IMPROVEMENT	04/10/20	532.60	.00	
HORROCKS ENGINEERS INC.	55346	TASK 20-07 DT CORE CDBG STREET LI	04/10/20	5,825.71	.00	
Total 10-70-750-997.0 FRANCHISE FEES - CONTINGENCY:				6,434.32	.00	
Total CAPITAL IMPROVEMENT PLAN:				7,245.24	.00	
Total GENERAL FUND:				29,232.58	.00	
PUBLIC WORKS & STREETS FUND						
PUBLIC WORKS & STREETS						
24-55-150-210.0 DEPARTMENT SUPPLIES						
MAY HARDWARE INC.	977352	CLOROX WIPES, ZEP HAND SANITIZR	04/07/20	15.46	.00	
OFFICE SAVERS ONLINE	2173	SUPPLIES	04/03/20	173.15	.00	
TREASURE VALLEY COFFEE INC.	2160:06685073	SUGAR, STIR STICKS	04/07/20	29.40	.00	
Total 24-55-150-210.0 DEPARTMENT SUPPLIES:				218.01	.00	
24-55-150-211.0 MECHANIC SHOP SUPPLIES						
MAY HARDWARE INC.	977506	PUSH BROOM, AUTO PLUG	04/09/20	57.53	.00	
MAY HARDWARE INC.	977532	T TYPE PLUG	04/09/20	10.77	.00	
NORCO INC.	28992622	CARBON DIOXIDE/ARGON	04/07/20	61.20	.00	
Total 24-55-150-211.0 MECHANIC SHOP SUPPLIES:				129.50	.00	
24-55-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	64785785-PW	FUEL	04/06/20	2,270.07	.00	
Total 24-55-150-250.0 MOTOR FUELS AND LUBRICANTS:				2,270.07	.00	
24-55-150-300.0 PROFESSIONAL SERVICES						
SHADOW TRACKERS	RDK190823	BACKGROUND CHECKS	04/01/20	39.00	.00	
WIENHOFF DRUG TESTING	90294	PRE-EMPLOYMENT TEST	04/01/20	55.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 24-55-150-300.0 PROFESSIONAL SERVICES:				94.00	.00	
24-55-150-350.0 ENGINEER SERVICES						
HORROCKS ENGINEERS INC.	55346	TASK 20-02 MISCELLANEOUS TRANSP	04/10/20	550.94	.00	
Total 24-55-150-350.0 ENGINEER SERVICES:				550.94	.00	
24-55-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
IDAHO STATESMAN, THE	0001857652	ADVERTISING	04/01/20	625.00	.00	
STAR NEWS, THE	54757	DISPLAY AD - MECHANIC	04/01/20	192.00	.00	
Total 24-55-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				817.00	.00	
24-55-150-420.0 TRAVEL AND MEETINGS						
U.S. BANK - CARD SERVICES	202003-STEWART	PW STAFF MTG AND LIBRARY/PR IMPR	03/25/20	17.23	.00	
Total 24-55-150-420.0 TRAVEL AND MEETINGS:				17.23	.00	
24-55-150-460.0 TELEPHONE						
FRONTIER	0420-4170	PHONE SERVICE - CITY SHOP	04/07/20	44.08	.00	
Total 24-55-150-460.0 TELEPHONE:				44.08	.00	
24-55-150-490.0 HEAT, LIGHTS, AND UTILITIES						
AMERIGAS PROPANE L.P.	3104814262-PW	PROPANE-#200810869-PW	04/01/20	186.59	.00	
AMERIGAS PROPANE L.P.	3105206915-PW	PROPANE-#200810869-PW	04/07/20	117.64	.00	
Total 24-55-150-490.0 HEAT, LIGHTS, AND UTILITIES:				304.23	.00	
24-55-150-500.0 RENTAL - OFFICE EQUIPMENT						
RICOH AMERICAS CORP.	5059176127-PW	ADDITIONAL IMAGES	03/24/20	60.76	.00	
Total 24-55-150-500.0 RENTAL - OFFICE EQUIPMENT:				60.76	.00	
24-55-150-551.0 STREET REPAIR - CRACK SEAL						
U.S. BANK - CARD SERVICES	202003-MALVICH	ULINE LIQUAD DISH SOAP	04/01/20	256.55	.00	
Total 24-55-150-551.0 STREET REPAIR - CRACK SEAL:				256.55	.00	
24-55-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
JERRY'S AUTO PARTS	149856	LAMP	04/08/20	22.02	.00	
WESTERN STATES EQUIPMENT CO.	IN001269959	TROUBLE SHOOT - SNOW WING	04/06/20	67.50	.00	
Total 24-55-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				89.52	.00	
24-55-200-700.0 STATE HWY 55/DEINHARD LN STUDY						
HORROCKS ENGINEERS INC.	55346	TASK 20-03 SH-55 & DEINHARD LN. CO	04/10/20	7,790.31	.00	
Total 24-55-200-700.0 STATE HWY 55/DEINHARD LN STUDY:				7,790.31	.00	
24-55-200-701.0 FACILITY PLAN & IMPROVEMENTS						
HORROCKS ENGINEERS INC.	55346	TASK 19-07 PUBLIC WORKS FACILITY	04/10/20	3,049.92	.00	
Total 24-55-200-701.0 FACILITY PLAN & IMPROVEMENTS:				3,049.92	.00	
Total PUBLIC WORKS & STREETS:				15,692.12	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total PUBLIC WORKS & STREETS FUND:				15,692.12	.00	
LIBRARY FUND						
LIBRARY DEPARTMENT						
25-57-150-240.0 MINOR EQUIPMENT						
U.S. BANK - CARD SERVICES	202003-LOJEK	HOTSPOT FOR MOBILE BEACON INTE	04/01/20	15.00	.00	
Total 25-57-150-240.0 MINOR EQUIPMENT:				15.00	.00	
25-57-150-300.0 PROFESSIONAL SERVICES						
RATIO ARCHITECTS INC	19704.000 - 29080	LIBRARY EXPANSION CIP PROJECT	04/01/20	1,447.46	.00	
Total 25-57-150-300.0 PROFESSIONAL SERVICES:				1,447.46	.00	
25-57-150-400.1 BLDG EXPANSION PROJ PUB INFO						
STAR NEWS, THE	54804	DISPLAY AD - LIBRARY BOND - MARCH	04/01/20	330.00	.00	
U.S. BANK - CARD SERVICES	202003-GREAVES	VISTA PRINT - LIBRARY BUSINESS CAR	04/01/20	62.80	.00	
Total 25-57-150-400.1 BLDG EXPANSION PROJ PUB INFO:				392.80	.00	
25-57-150-430.0 DUES AND SUBSCRIPTIONS						
OVERDRIVE INC.	H-0065575	Library participation maintenance fee	04/01/20	900.00	.00	
Total 25-57-150-430.0 DUES AND SUBSCRIPTIONS:				900.00	.00	
25-57-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS						
BAKER & TAYLOR BOOKS	2035189660	BOOKS	04/01/20	16.65	.00	
GALE/CENGAGE LEARNING INC	70162398	BOOKS	04/01/20	74.07	.00	
GALE/CENGAGE LEARNING INC	70162655	BOOKS	04/01/20	46.78	.00	
GALE/CENGAGE LEARNING INC	70168376	BOOK	04/01/20	24.69	.00	
OVERDRIVE INC.	4258CO20070348	EBOOKS	04/01/20	124.39	.00	
Total 25-57-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS:				286.58	.00	
25-57-150-461.0 CABLEONE INTERNET SERVICES						
U.S. BANK - CARD SERVICES	202003-LOJEK	SPARKLIGHT - INTERNET	04/01/20	78.44	.00	
Total 25-57-150-461.0 CABLEONE INTERNET SERVICES:				78.44	.00	
25-57-150-490.0 HEAT, LIGHTS, AND UTILITIES						
AMERIGAS PROPANE L.P.	3105021865-L	PROPANE-#200810869-LIBRARY	04/04/20	284.57	.00	
Total 25-57-150-490.0 HEAT, LIGHTS, AND UTILITIES:				284.57	.00	
25-57-150-500.0 RENTAL - OFFICE EQUIPMENT						
RICOH AMERICAS CORP.	9028225081-L	RICOH PERIODIC PAYMENT 4/01/20 TO	04/02/20	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.	9028225081-L	ADDITIONAL IMAGES	04/02/20	41.89	.00	
Total 25-57-150-500.1 RENTAL - EQUIPMENT MAINTENANCE:				41.89	.00	
Total LIBRARY DEPARTMENT:				3,544.86	.00	
Total LIBRARY FUND:				3,544.86	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
RECREATION FUND						
RECREATION - PROGRAMS						
28-58-150-300.0 PROFESSIONAL SERVICES						
SHADOW TRACKERS	RDK190823	BACKGROUND CHECKS	04/01/20	75.00	.00	
Total 28-58-150-300.0 PROFESSIONAL SERVICES:				75.00	.00	
28-58-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
STAR NEWS, THE	54756	CLASSIFIED - SEASONAL	04/01/20	45.00	.00	
Total 28-58-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				45.00	.00	
Total RECREATION - PROGRAMS:				120.00	.00	
RECREATION - PARKS						
28-59-150-210.0 DEPARTMENT SUPPLIES						
KINETICO QUALITY WATER OF McCAL	7606	WATER STAND RENTAL, WATER	04/03/20	77.55	.00	
Total 28-59-150-210.0 DEPARTMENT SUPPLIES:				77.55	.00	
28-59-150-211.0 BATHROOM SUPPLIES						
GEM STATE PAPER & SUPPLY	3017111-01	PURELL, CLOROX WIPES, FACE MASK	04/02/20	35.50	.00	
Total 28-59-150-211.0 BATHROOM SUPPLIES:				35.50	.00	
28-59-150-226.0 IRRIGATION-CTRL ID HIST MUSEUM						
MCCALL, CITY OF	0420-152751	WATER	04/13/20	23.37	.00	
Total 28-59-150-226.0 IRRIGATION-CTRL ID HIST MUSEUM:				23.37	.00	
28-59-150-240.0 MINOR EQUIPMENT						
METROQUIP INC.	P03378	10X32 POLY CONV W11, POLY WAFER	04/01/20	212.46	.00	
Total 28-59-150-240.0 MINOR EQUIPMENT:				212.46	.00	
28-59-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	64787564-PR	FUEL	04/06/20	517.75	.00	
SINCLAIR OIL CORP	64653916-PR	FUEL	03/31/20	118.90	.00	
Total 28-59-150-250.0 MOTOR FUELS AND LUBRICANTS:				636.65	.00	
28-59-150-300.0 PROFESSIONAL SERVICES						
MAY HARDWARE INC.	975418	AUTO LOCK OUT	04/01/20	55.00	.00	
McCALL DELIVERY SERVICE	2020-0219	DELIVERIES - METROQUIP	04/02/20	40.00	.00	
Total 28-59-150-300.0 PROFESSIONAL SERVICES:				95.00	.00	
28-59-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
STAR NEWS, THE	54756	CLASSIFIED - SEASONAL	04/01/20	45.00	.00	
Total 28-59-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				45.00	.00	
28-59-150-490.0 HEAT, LIGHTS, AND UTILITIES						
AMERIGAS PROPANE L.P.	3105295560-PR	PROPANE - ANNEX - PR	04/09/20	173.17	.00	
Total 28-59-150-490.0 HEAT, LIGHTS, AND UTILITIES:				173.17	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
28-59-150-570.0 REPAIRS - BUILDING AND GROUNDS						
MAY HARDWARE INC.	977775	FLARE PLUGS	04/14/20	42.74	.00	
Total 28-59-150-570.0 REPAIRS - BUILDING AND GROUNDS:				42.74	.00	
28-59-150-590.0 REPAIRS - OTHER EQUIPMENT						
JERRY'S AUTO PARTS	150550	CAP, HEX HP PL	04/14/20	4.96	.00	
Total 28-59-150-590.0 REPAIRS - OTHER EQUIPMENT:				4.96	.00	
28-59-150-594.0 SPECIAL EVENTS - JULY 4TH						
STAR 95.5 FM McCALL	19070271	RADIO SPOTS - JULY 4TH	07/31/19	150.00	.00	
Total 28-59-150-594.0 SPECIAL EVENTS - JULY 4TH:				150.00	.00	
Total RECREATION - PARKS:				1,496.40	.00	
Total RECREATION FUND:				1,616.40	.00	
AIRPORT FUND						
AIRPORT DEPARTMENT						
29-56-150-240.0 MINOR EQUIPMENT						
MAY HARDWARE INC.	976859	CONDUIT	04/01/20	13.18	.00	
Total 29-56-150-240.0 MINOR EQUIPMENT:				13.18	.00	
29-56-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	64785194-A	FUEL	04/06/20	79.01	.00	
Total 29-56-150-250.0 MOTOR FUELS AND LUBRICANTS:				79.01	.00	
29-56-150-420.0 TRAVEL AND MEETINGS						
U.S. BANK - CARD SERVICES	202003-STEIN	IDAHO AIRPORT MGR MTG	04/01/20	130.59-	.00	
Total 29-56-150-420.0 TRAVEL AND MEETINGS:				130.59-	.00	
29-56-150-460.0 TELEPHONE						
FRONTIER	0420-0267	PHONE SERVICE - AIRPORT	04/01/20	65.03	.00	
Total 29-56-150-460.0 TELEPHONE:				65.03	.00	
29-56-150-570.0 REPAIRS - BUILDING AND GROUNDS						
MAY HARDWARE INC.	976834	PVC BUSHING, ADAPTER, ELBOW, SU	04/01/20	125.49	.00	
Total 29-56-150-570.0 REPAIRS - BUILDING AND GROUNDS:				125.49	.00	
29-56-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
JERRY'S AUTO PARTS	148618	TRICO ICE BLADE, GAL15W40	04/01/20	118.24	.00	
Total 29-56-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				118.24	.00	
Total AIRPORT DEPARTMENT:				270.36	.00	
Total AIRPORT FUND:				270.36	.00	
LOCAL OPTION TAX FUND						
LOCAL OPTION TAX DEPARTMENT						

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
31-49-200-700.0 REIMB. SEWER IMPROVEMENTS						
HORROCKS ENGINEERS INC.	55346	TASK 19-03 A PARK STREET AND VETE	04/10/20	2,500.46	.00	
Total 31-49-200-700.0 REIMB. SEWER IMPROVEMENTS:				2,500.46	.00	
31-49-200-704.0 DOWNTOWN CORE REDEVELOPMENT						
HORROCKS ENGINEERS INC.	55346	TASK 17-03 C 2ND STREET AND LENOR	04/10/20	1,190.84	.00	
HORROCKS ENGINEERS INC.	55346	TASK 19-03 A PARK STREET AND VETE	04/10/20	1,989.01	.00	
HORROCKS ENGINEERS INC.	55346	TASK 19-06A SURFACE IMPROVEMENT	04/10/20	2,130.39	.00	
KDZY 98.3 FM	19060212	RADIO SPOTS - STREET PROJECT	06/30/19	144.00	.00	
STAR 95.5 FM McCALL	19060238	RADIO SPOTS - STREET PROJECT	06/30/19	144.00	.00	
Total 31-49-200-704.0 DOWNTOWN CORE REDEVELOPMENT:				5,598.24	.00	
31-49-200-706.0 JASPER SUBDIVISION IMPROV.						
HORROCKS ENGINEERS INC.	55346	TASK 19-04 JASPER SUBDIVISION WAT	04/10/20	3,342.15	.00	
Total 31-49-200-706.0 JASPER SUBDIVISION IMPROV.:				3,342.15	.00	
Total LOCAL OPTION TAX DEPARTMENT:				11,440.85	.00	
Total LOCAL OPTION TAX FUND:				11,440.85	.00	
GOLF FUND						
GOLF OPERATIONS DEPARTMENT						
54-85-150-210.0 DEPARTMENT SUPPLIES						
MAY HARDWARE INC.	974614	EXCHANGE- LP TANK	03/03/20	34.18	.00	
Total 54-85-150-210.0 DEPARTMENT SUPPLIES:				34.18	.00	
54-85-150-223.0 BIOLOGICAL PRODUCTS						
CLARKE	5090170	Natular G30 Granule 40lb Bag	04/01/20	654.34	.00	
Total 54-85-150-223.0 BIOLOGICAL PRODUCTS:				654.34	.00	
54-85-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
STAR NEWS, THE	54756	CLASSIFIED - SEASONAL	04/01/20	45.00	.00	
Total 54-85-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				45.00	.00	
54-85-150-490.0 HEAT, LIGHTS, AND UTILITIES						
AMERIGAS PROPANE L.P.	3105337499-G	PROPANE-#200810869-GOLF COURSE	04/10/20	154.70	.00	
MCCALL, CITY OF	0420-176451	WATER	04/13/20	44.22	.00	
Total 54-85-150-490.0 HEAT, LIGHTS, AND UTILITIES:				198.92	.00	
54-85-150-491.0 CLUBHOUSE-HEAT, LIGHTS, UTILS						
MCCALL, CITY OF	0420-176501	WATER	04/13/20	260.28	.00	
Total 54-85-150-491.0 CLUBHOUSE-HEAT, LIGHTS, UTILS:				260.28	.00	
54-85-150-522.0 PORTABLE TOILET-RENT CONTRACT						
ASAP PORTABLES CO.	2019-2617	TOILET CLEANING FY20	04/01/20	209.44	.00	
Total 54-85-150-522.0 PORTABLE TOILET-RENT CONTRACT:				209.44	.00	
Total GOLF OPERATIONS DEPARTMENT:				1,402.16	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total GOLF FUND:				1,402.16	.00	
WATER FUND						
60-22540 CUSTOMER DEPOSITS						
RESORT CONCEPTS IDAHO LLC	410141	REFUND DEPOSIT ACCT 4.1014.1	04/13/20	125.10	.00	
Total 60-22540 CUSTOMER DEPOSITS:				125.10	.00	
Total :				125.10	.00	
WATER DISTRIBUTION						
60-64-150-210.0 DEPARTMENT SUPPLIES						
CONSOLIDATED ELECTRICAL DIST	4438-499547	UY2	04/06/20	42.00	.00	
PAYETTE LAKES PRINTING	1280	COPIES, SCANS	04/01/20	268.80	.00	
STERLING BATTERY CO.	G57139	EN91	04/03/20	29.28	.00	
Total 60-64-150-210.0 DEPARTMENT SUPPLIES:				340.08	.00	
60-64-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	64787072-WT	FUEL	04/06/20	521.16	.00	
Total 60-64-150-250.0 MOTOR FUELS AND LUBRICANTS:				521.16	.00	
60-64-150-350.0 ENGINEER SERVICES						
HORROCKS ENGINEERS INC.	55346	TASK 20-01 FY2020 MCCALL MISCELLA	04/10/20	1,136.33	.00	
Total 60-64-150-350.0 ENGINEER SERVICES:				1,136.33	.00	
60-64-150-360.0 REIMBURSABLE DEVEL. FEES						
SPF WATER ENGINEERING LLC	27814	SUB-19-06	03/31/20	846.00	.00	
SPF WATER ENGINEERING LLC	27950	DR-19-55 AND SH-19-12	03/31/20	1,198.50	.00	
Total 60-64-150-360.0 REIMBURSABLE DEVEL. FEES:				2,044.50	.00	
60-64-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
IDAHO STATESMAN, THE	0001857652	ADVERTISING	04/01/20	555.00	.00	
Total 60-64-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				555.00	.00	
60-64-150-590.0 REPAIRS - OTHER EQUIPMENT						
FERGUSON WATERWORKS	740780	WTR COVER, RNG	04/02/20	265.45	.00	
FERGUSON WATERWORKS	741008	REPLACEMENT MATERIALS	04/02/20	834.20	.00	
WESTERN STATES EQUIPMENT CO.	IN001262571	2020 ANNUAL GENERATOR MAINTENA	04/01/20	1,350.24	.00	
WESTERN STATES EQUIPMENT CO.	IN001262578	2020 ANNUAL GENERATOR MAINTENA	04/01/20	772.80	.00	
Total 60-64-150-590.0 REPAIRS - OTHER EQUIPMENT:				3,222.69	.00	
60-64-200-703.0 WATER LINE IMPR. - LOT STREETS						
HORROCKS ENGINEERS INC.	55346	TASK 19-03 A PARK STREET AND VETE	04/10/20	1,193.41	.00	
Total 60-64-200-703.0 WATER LINE IMPR. - LOT STREETS:				1,193.41	.00	
60-64-200-720.0 LINE REPLACEMNT - CITY WIDE						
HORROCKS ENGINEERS INC.	55346	TASK 19-04 JASPER SUBDIVISION WAT	04/10/20	7,798.35	.00	
HORROCKS ENGINEERS INC.	55346	TASK 20-04 DAVIS AND UNIVERSITY W	04/10/20	2,629.32	.00	
HORROCKS ENGINEERS INC.	55346	TASK 20-06 JASPER SUBDIVISION WAT	04/10/20	4,374.60	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 60-64-200-720.0 LINE REPLACEMNT - CITY WIDE:				14,802.27	.00	
Total WATER DISTRIBUTION:				23,815.44	.00	
WATER TREATMENT						
60-65-150-210.0 DEPARTMENT SUPPLIES						
DE NORA WATER TECHNOLOGIES IN	1135370	NUT, O-RINGS, ROD, WASHER	04/01/20	95.69	.00	
MAY HARDWARE INC.	977307	CLOROX WIPES, C+K INT PP1 SG ULTR	04/07/20	23.55	.00	
MAY HARDWARE INC.	977331	KEY, MULTI MIX CONTAINER	04/07/20	5.01	.00	
MAY HARDWARE INC.	977336	C&K INT PP1 SG ULTRA QT	04/07/20	17.09	.00	
MAY HARDWARE INC.	977352	CLOROX WIPES, ZEP HAND SANITIZR	04/07/20	15.45	.00	
Total 60-65-150-210.0 DEPARTMENT SUPPLIES:				156.79	.00	
60-65-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	64787072-WT	FUEL	04/06/20	92.90	.00	
Total 60-65-150-250.0 MOTOR FUELS AND LUBRICANTS:				92.90	.00	
60-65-150-260.0 POSTAGE						
UNITED PARCEL SERVICE	8459E3150	SHIPPING	04/11/20	12.57	.00	
UNITED PARCEL SERVICE	8459E3150	SHIPPING	04/11/20	10.78	.00	
Total 60-65-150-260.0 POSTAGE:				23.35	.00	
60-65-150-302.0 LABORATORY TESTING						
ANALYTICAL LABORATORIES INC.	70816	TESTING - WATER	04/01/20	208.23	.00	
Total 60-65-150-302.0 LABORATORY TESTING:				208.23	.00	
60-65-150-350.0 ENGINEER SERVICES						
CONTROL ENGINEERS PA	26860	FY20 SCADA MAINTENANCE	04/01/20	2,857.50	.00	
HORROCKS ENGINEERS INC.	55346	TASK 20-01 FY2020 MCCALL MISCELLA	04/10/20	1,136.32	.00	
Total 60-65-150-350.0 ENGINEER SERVICES:				3,993.82	.00	
60-65-150-440.0 PROFESSIONAL DEVELOPMENT						
LaFAY, STACY	20200313	REIMB. - CEU TRAINING IN BOISE	04/15/20	142.27	.00	
Total 60-65-150-440.0 PROFESSIONAL DEVELOPMENT:				142.27	.00	
60-65-150-460.0 TELEPHONE						
FRONTIER	0420-1008	PHONE SERVICE - SCADA/WT	04/07/20	61.52	.00	
FRONTIER	0420-1252	PHONE SERVICE - WATER TREATMENT	04/07/20	329.32	.00	
Total 60-65-150-460.0 TELEPHONE:				390.84	.00	
60-65-150-490.0 HEAT, LIGHTS, AND UTILITIES						
MOUNTAIN ALARM	2042018	SECURITY MONITORING #3004958	04/01/20	114.00	.00	
Total 60-65-150-490.0 HEAT, LIGHTS, AND UTILITIES:				114.00	.00	
60-65-150-500.0 RENTAL - OFFICE EQUIPMENT						
RICOH AMERICAS CORP.	5059275487-WT	ADDITIONAL IMAGES	04/01/20	30.86	.00	
Total 60-65-150-500.0 RENTAL - OFFICE EQUIPMENT:				30.86	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
60-65-150-570.0 REPAIRS - BUILDING AND GROUNDS						
MAY HARDWARE INC.	976566	LITHUM BATTERY	04/01/20	7.19	.00	
MAY HARDWARE INC.	976811	GLOVES, CLAY POT, TAPE, JOINT COM	04/01/20	33.16	.00	
MAY HARDWARE INC.	976831	DRY TEXTURE SPRAY, SANDING SPON	04/01/20	24.81	.00	
MAY HARDWARE INC.	976854	PAINT, PRIMR, SHOP VAC FILTER	04/01/20	54.86	.00	
MAY HARDWARE INC.	976881	CHEM ROOM WALL REPAIR	04/01/20	43.78	.00	
MAY HARDWARE INC.	976911	BOTTLE BRUSH, PAINTBRSH, BLUE MA	04/01/20	22.64	.00	
MAY HARDWARE INC.	976929	5PC ART BRUSH SET	04/01/20	4.49	.00	
MAY HARDWARE INC.	976932	PRM PAD, JOINT COMPOUND	04/01/20	13.93	.00	
MAY HARDWARE INC.	976971	LATEX CAULK, PAINTSHIELD	04/02/20	38.76	.00	
MAY HARDWARE INC.	977005	SPACKLE, BLUE TAPE, PNTBRSH	04/02/20	26.61	.00	
MAY HARDWARE INC.	977051	SASH BRUSH, ANGLE SASH	04/03/20	51.27	.00	
MAY HARDWARE INC.	977211	PAINT, BRUSH SET	04/06/20	62.87	.00	
MAY HARDWARE INC.	977228	C+K INT PP1 FLT MDTN GL	04/06/20	28.79	.00	
MAY HARDWARE INC.	977294	C&K INT PP1 SG ULTRA QT	04/07/20	17.09	.00	
MAY HARDWARE INC.	977347	C&K INT PP1 SG ULTRA GL	04/07/20	64.78	.00	
MAY HARDWARE INC.	977466	C&K INT PP1 SG ULTRA GL, FOAM MINI	04/09/20	40.48	.00	
MAY HARDWARE INC.	977562	ZINC SAFTEY HASP, ZINC NARROW HI	04/10/20	8.62	.00	
Total 60-65-150-570.0 REPAIRS - BUILDING AND GROUNDS:				544.13	.00	
60-65-150-590.0 REPAIRS - OTHER EQUIPMENT						
WESTERN STATES EQUIPMENT CO.	IN001262566	2020 ANNUAL GENERATOR MAINTENA	04/01/20	856.50	.00	
WESTERN STATES EQUIPMENT CO.	IN001262569	2020 ANNUAL GENERATOR MAINTENA	04/01/20	1,469.91	.00	
Total 60-65-150-590.0 REPAIRS - OTHER EQUIPMENT:				2,326.41	.00	
60-65-200-706.0 INTAKE BLDG IMPROVEMENTS						
HORROCKS ENGINEERS INC.	55346	TASK 20-05 LEGACY PUMP STATION B	04/10/20	439.72	.00	
Total 60-65-200-706.0 INTAKE BLDG IMPROVEMENTS:				439.72	.00	
Total WATER TREATMENT:				8,463.32	.00	
Total WATER FUND:				32,403.86	.00	
Grand Totals:				186,693.06	90,853.76	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
LIBRARY FUND						
LIBRARY DEPARTMENT						
25-57-150-240.0 MINOR EQUIPMENT						
U.S. BANK - CARD SERVICES	202003-LOJEK	HOTSPOT FOR MOBILE BEACON INTE	04/01/20	15.00	.00	
Total 25-57-150-240.0 MINOR EQUIPMENT:				15.00	.00	
25-57-150-300.0 PROFESSIONAL SERVICES						
RATIO ARCHITECTS INC	19704.000 - 29080	LIBRARY EXPANSION CIP PROJECT	04/01/20	1,447.46	.00	
Total 25-57-150-300.0 PROFESSIONAL SERVICES:				1,447.46	.00	
25-57-150-400.1 BLDG EXPANSION PROJ PUB INFO						
STAR NEWS, THE	54804	DISPLAY AD - LIBRARY BOND - MARCH	04/01/20	330.00	.00	
U.S. BANK - CARD SERVICES	202003-GREAVES	VISTA PRINT - LIBRARY BUSINESS CAR	04/01/20	62.80	.00	
Total 25-57-150-400.1 BLDG EXPANSION PROJ PUB INFO:				392.80	.00	
25-57-150-430.0 DUES AND SUBSCRIPTIONS						
OVERDRIVE INC.	H-0065575	Library participation maintenance fee	04/01/20	900.00	.00	
Total 25-57-150-430.0 DUES AND SUBSCRIPTIONS:				900.00	.00	
25-57-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS						
BAKER & TAYLOR BOOKS	2035189660	BOOKS	04/01/20	16.65	.00	
GALE/CENGAGE LEARNING INC	70162398	BOOKS	04/01/20	74.07	.00	
GALE/CENGAGE LEARNING INC	70162655	BOOKS	04/01/20	46.78	.00	
GALE/CENGAGE LEARNING INC	70168376	BOOK	04/01/20	24.69	.00	
OVERDRIVE INC.	4258CO20070348	EBOOKS	04/01/20	124.39	.00	
Total 25-57-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS:				286.58	.00	
25-57-150-461.0 CABLEONE INTERNET SERVICES						
U.S. BANK - CARD SERVICES	202003-LOJEK	SPARKLIGHT - INTERNET	04/01/20	78.44	.00	
Total 25-57-150-461.0 CABLEONE INTERNET SERVICES:				78.44	.00	
25-57-150-490.0 HEAT, LIGHTS, AND UTILITIES						
AMERICAS PROPANE L.P.	3105021865-L	PROPANE-#200810869-LIBRARY	04/04/20	284.57	.00	
Total 25-57-150-490.0 HEAT, LIGHTS, AND UTILITIES:				284.57	.00	
25-57-150-500.0 RENTAL - OFFICE EQUIPMENT						
RICOH AMERICAS CORP.	9028225081-L	RICOH PERIODIC PAYMENT 4/01/20 TO	04/02/20	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.	9028225081-L	ADDITIONAL IMAGES	04/02/20	41.89	.00	
Total 25-57-150-500.1 RENTAL - EQUIPMENT MAINTENANCE:				41.89	.00	
Total LIBRARY DEPARTMENT:				3,544.86	.00	
Total LIBRARY FUND:				3,544.86	.00	
Grand Totals:				3,544.86	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
ALPINE AUTOMOTIVE INC.					
2220	ALPINE AUTOMOTIVE INC.	18436	Steering Column Module for MPD 2	04/01/20	591.76
Total ALPINE AUTOMOTIVE INC.:					591.76
AMERIGAS PROPANE L.P.					
2700	AMERIGAS PROPANE L.P.	3104814262-P	PROPANE-#200810869-PW	04/01/20	186.59
2700	AMERIGAS PROPANE L.P.	3105021865-L	PROPANE-#200810869-LIBRARY	04/04/20	284.57
2700	AMERIGAS PROPANE L.P.	3105206915-P	PROPANE-#200810869-PW	04/07/20	117.64
2700	AMERIGAS PROPANE L.P.	3105295560-P	PROPANE - ANNEX - PR	04/09/20	173.17
2700	AMERIGAS PROPANE L.P.	3105337499-G	PROPANE-#200810869-GOLF CO	04/10/20	154.70
Total AMERIGAS PROPANE L.P.:					916.67
ANALYTICAL LABORATORIES INC.					
2790	ANALYTICAL LABORATORIES IN	70816	TESTING - WATER	04/01/20	208.23
Total ANALYTICAL LABORATORIES INC.:					208.23
ASAP PORTABLES CO.					
3215	ASAP PORTABLES CO.	2019-2617	TOILET CLEANING FY20	04/01/20	209.44
Total ASAP PORTABLES CO.:					209.44
BAKER & TAYLOR BOOKS					
3700	BAKER & TAYLOR BOOKS	2035189660	BOOKS	04/01/20	16.65
Total BAKER & TAYLOR BOOKS:					16.65
BENECH, ED					
99996	BENECH, ED	213973	OVERPAYMENT MARCH METER	04/13/20	41.70
Total BENECH, ED:					41.70
BRUNEEL COMPANY INC.					
5680	BRUNEEL COMPANY INC.	MCC 0010784	Tires for new patrol vehicle. MPD 2	04/09/20	810.92
Total BRUNEEL COMPANY INC.:					810.92
CHEVRON TEXACO					
6760	CHEVRON TEXACO	64785119-PD	FUEL	04/06/20	1,862.71
6760	CHEVRON TEXACO	64785194-A	FUEL	04/06/20	79.01
6760	CHEVRON TEXACO	64785785-PW	FUEL	04/06/20	2,270.07
6760	CHEVRON TEXACO	64787072-WT	FUEL	04/06/20	521.16
6760	CHEVRON TEXACO	64787072-WT	FUEL	04/06/20	92.90
6760	CHEVRON TEXACO	64787523-CD	FUEL	04/01/20	60.26
6760	CHEVRON TEXACO	64787564-PR	FUEL	04/06/20	517.75
Total CHEVRON TEXACO:					5,403.86
CLARKE					
7040	CLARKE	5090170	Natular G30 Granule 40lb Bag	04/01/20	654.34

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total CLARKE:					654.34
COLONIAL LIFE & ACCIDENT					
7460	COLONIAL LIFE & ACCIDENT	3289725-0301	PREMIUMS - BCN E3289725	02/21/20	525.70
Total COLONIAL LIFE & ACCIDENT:					525.70
CONSOLIDATED ELECTRICAL DIST					
7720	CONSOLIDATED ELECTRICAL D	4438-499547	UY2	04/06/20	42.00
Total CONSOLIDATED ELECTRICAL DIST:					42.00
CONTROL ENGINEERS PA					
7785	CONTROL ENGINEERS PA	26860	FY20 SCADA MAINTENANCE	04/01/20	2,857.50
Total CONTROL ENGINEERS PA:					2,857.50
DE NORA WATER TECHNOLOGIES INC.					
8740	DE NORA WATER TECHNOLOGI	1135370	NUT, O-RINGS, ROD, WASHER	04/01/20	95.69
Total DE NORA WATER TECHNOLOGIES INC.:					95.69
DELTA DENTAL PLAN OF IDAHO					
8860	DELTA DENTAL PLAN OF IDAHO	202003	PREMIUMS - #2667-0000	02/24/20	2,755.91
8860	DELTA DENTAL PLAN OF IDAHO	202003-COBR	PREMIUMS - #2667-0000/COBRA	02/24/20	63.00
Total DELTA DENTAL PLAN OF IDAHO:					2,818.91
FERGUSON WATERWORKS					
10750	FERGUSON WATERWORKS	740780	WTR COVER, RNG	04/02/20	265.45
10750	FERGUSON WATERWORKS	741008	REPLACEMENT MATERIALS	04/02/20	834.20
Total FERGUSON WATERWORKS:					1,099.65
FRONTIER					
11500	FRONTIER	0420-0267	PHONE SERVICE - AIRPORT	04/01/20	65.03
11500	FRONTIER	0420-1008	PHONE SERVICE - SCADA/WT	04/07/20	61.52
11500	FRONTIER	0420-1252	PHONE SERVICE - WATER TREA	04/07/20	329.32
11500	FRONTIER	0420-4170	PHONE SERVICE - CITY SHOP	04/07/20	44.08
Total FRONTIER:					499.95
GALE/CENGAGE LEARNING INC					
11625	GALE/CENGAGE LEARNING IN	70162398	BOOKS	04/01/20	74.07
11625	GALE/CENGAGE LEARNING IN	70162655	BOOKS	04/01/20	46.78
11625	GALE/CENGAGE LEARNING IN	70168376	BOOK	04/01/20	24.69
Total GALE/CENGAGE LEARNING INC:					145.54
GEM STATE PAPER & SUPPLY					
11940	GEM STATE PAPER & SUPPLY	3017111-01	PURELL, CLOROX WIPES, FACE	04/02/20	35.50

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total GEM STATE PAPER & SUPPLY:					35.50
GLASS PRO INC.					
12080	GLASS PRO INC.	36088	Windshield replacement for MPD 2	04/01/20	882.85
Total GLASS PRO INC.:					882.85
HEDGE, BOB AND MARTI					
99996	HEDGE, BOB AND MARTI	212332	OVERPAYMENT ACCOUNT 2.123	04/13/20	41.70
Total HEDGE, BOB AND MARTI:					41.70
HICKS, KARI SCHMITZ & JAYSON					
99996	HICKS, KARI SCHMITZ & JAYSON	132905	OVERPAYMENT ACCOUNT 1.329	04/13/20	67.82
Total HICKS, KARI SCHMITZ & JAYSON:					67.82
HORROCKS ENGINEERS INC.					
14123	HORROCKS ENGINEERS INC.	55346	TASK 17-03 C 2ND STREET AND	04/10/20	1,190.84
14123	HORROCKS ENGINEERS INC.	55346	TASK 17-03 C 2ND STREET AND	04/10/20	76.01
14123	HORROCKS ENGINEERS INC.	55346	TASK 19-03 A PARK STREET AND	04/10/20	1,193.41
14123	HORROCKS ENGINEERS INC.	55346	TASK 19-03 A PARK STREET AND	04/10/20	2,500.46
14123	HORROCKS ENGINEERS INC.	55346	TASK 19-03 A PARK STREET AND	04/10/20	1,989.01
14123	HORROCKS ENGINEERS INC.	55346	TASK 19-04 JASPER SUBDIVISIO	04/10/20	7,798.35
14123	HORROCKS ENGINEERS INC.	55346	TASK 19-04 JASPER SUBDIVISIO	04/10/20	3,342.15
14123	HORROCKS ENGINEERS INC.	55346	TASK 19-06A SURFACE IMPROVE	04/10/20	2,130.39
14123	HORROCKS ENGINEERS INC.	55346	TASK 19-06A SURFACE IMPROVE	04/10/20	532.60
14123	HORROCKS ENGINEERS INC.	55346	TASK 19-07 PUBLIC WORKS FACI	04/10/20	3,049.92
14123	HORROCKS ENGINEERS INC.	55346	TASK 20-01 FY2020 MCCALL MIS	04/10/20	1,136.33
14123	HORROCKS ENGINEERS INC.	55346	TASK 20-01 FY2020 MCCALL MIS	04/10/20	1,136.32
14123	HORROCKS ENGINEERS INC.	55346	TASK 20-02 MISCELLANEOUS TR	04/10/20	550.94
14123	HORROCKS ENGINEERS INC.	55346	TASK 20-03 SH-55 & DEINHARD L	04/10/20	7,790.31
14123	HORROCKS ENGINEERS INC.	55346	TASK 20-04 DAVIS AND UNIVERS	04/10/20	2,629.32
14123	HORROCKS ENGINEERS INC.	55346	TASK 20-05 LEGACY PUMP STATI	04/10/20	439.72
14123	HORROCKS ENGINEERS INC.	55346	TASK 20-06 JASPER SUBDIVISIO	04/10/20	4,374.60
14123	HORROCKS ENGINEERS INC.	55346	TASK 20-07 DT CORE CDBG STR	04/10/20	5,825.71
Total HORROCKS ENGINEERS INC.:					47,686.39
HOTEL McCALL					
14200	HOTEL McCALL	7282296	INTERVIEW - GIS - GENE	04/01/20	192.00
Total HOTEL McCALL:					192.00
IDAHO CHILD SUPPORT RECEIPTING					
14860	IDAHO CHILD SUPPORT RECEI	20200403-2	CHILD SUPPORT - #195240	04/10/20	187.38
14860	IDAHO CHILD SUPPORT RECEI	20200403-4	CHILD SUPPORT - #301057	04/10/20	217.28
Total IDAHO CHILD SUPPORT RECEIPTING:					404.66
IDAHO STATE POLICE					
15530	IDAHO STATE POLICE	S0091908	BRANDELL TAXI	04/01/20	33.25

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total IDAHO STATE POLICE:					33.25
IDAHO STATESMAN, THE					
15560	IDAHO STATESMAN, THE	0001857652	ADVERTISING	04/01/20	625.00
15560	IDAHO STATESMAN, THE	0001857652	ADVERTISING	04/01/20	555.00
Total IDAHO STATESMAN, THE:					1,180.00
III-A TRUST					
15735	III-A TRUST	202003	PREMIUMS - #142-MCCALL	03/31/20	81,536.00
15735	III-A TRUST	202003	VISION PREMIUMS - #142-MCCA	03/31/20	877.00
Total III-A TRUST:					82,413.00
JERRY'S AUTO PARTS					
16890	JERRY'S AUTO PARTS	148618	TRICO ICE BLADE, GAL15W40	04/01/20	118.24
16890	JERRY'S AUTO PARTS	149779	BUGTAR REMOVER	04/07/20	5.00
16890	JERRY'S AUTO PARTS	149856	LAMP	04/08/20	22.02
16890	JERRY'S AUTO PARTS	150550	CAP, HEX HP PL	04/14/20	4.96
Total JERRY'S AUTO PARTS:					150.22
KDZY 98.3 FM					
17290	KDZY 98.3 FM	19060212	RADIO SPOTS - STREET PROJE	06/30/19	144.00
Total KDZY 98.3 FM:					144.00
KINETICO QUALITY WATER OF McCALL					
17550	KINETICO QUALITY WATER OF	7606	WATER STAND RENTAL, WATER	04/03/20	77.55
Total KINETICO QUALITY WATER OF McCALL:					77.55
LaFAY, STACY					
18070	LaFAY, STACY	20200313	REIMB. - CEU TRAINING IN BOIS	04/15/20	142.27
Total LaFAY, STACY:					142.27
MAY HARDWARE INC.					
20160	MAY HARDWARE INC.	974614	EXCHANGE- LP TANK	03/03/20	34.18
20160	MAY HARDWARE INC.	975418	AUTO LOCK OUT	04/01/20	55.00
20160	MAY HARDWARE INC.	976566	LITHUM BATTERY	04/01/20	7.19
20160	MAY HARDWARE INC.	976811	GLOVES, CLAY POT, TAPE, JOIN	04/01/20	33.16
20160	MAY HARDWARE INC.	976831	DRY TEXTURE SPRAY, SANDING	04/01/20	24.81
20160	MAY HARDWARE INC.	976834	PVC BUSHING, ADAPTER, ELBO	04/01/20	125.49
20160	MAY HARDWARE INC.	976854	PAINT, PRIMR, SHOP VAC FILTER	04/01/20	54.86
20160	MAY HARDWARE INC.	976859	CONDUIT	04/01/20	13.18
20160	MAY HARDWARE INC.	976881	CHEM ROOM WALL REPAIR	04/01/20	43.78
20160	MAY HARDWARE INC.	976911	BOTTLE BRUSH, PAINTBRSH, BL	04/01/20	22.64
20160	MAY HARDWARE INC.	976929	5PC ART BRUSH SET	04/01/20	4.49
20160	MAY HARDWARE INC.	976932	PRM PAD, JOINT COMPOUND	04/01/20	13.93
20160	MAY HARDWARE INC.	976971	LATEX CAULK, PAINTSHIELD	04/02/20	38.76
20160	MAY HARDWARE INC.	977005	SPACKLE, BLUE TAPE, PNTBRSH	04/02/20	26.61
20160	MAY HARDWARE INC.	977051	SASH BRUSH, ANGLE SASH	04/03/20	51.27

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
20160	MAY HARDWARE INC.	977211	PAINT, BRUSH SET	04/06/20	62.87
20160	MAY HARDWARE INC.	977228	C+K INT PP1 FLT MDTN GL	04/06/20	28.79
20160	MAY HARDWARE INC.	977294	C&K INT PP1 SG ULTRA QT	04/07/20	17.09
20160	MAY HARDWARE INC.	977307	CLOROX WIPES, C+K INT PP1 S	04/07/20	23.55
20160	MAY HARDWARE INC.	977331	KEY, MULTI MIX CONTAINER	04/07/20	5.01
20160	MAY HARDWARE INC.	977336	C&K INT PP1 SG ULTRA QT	04/07/20	17.09
20160	MAY HARDWARE INC.	977347	C&K INT PP1 SG ULTRA GL	04/07/20	64.78
20160	MAY HARDWARE INC.	977352	CLOROX WIPES, ZEP HAND SAN	04/07/20	15.46
20160	MAY HARDWARE INC.	977352	CLOROX WIPES, ZEP HAND SAN	04/07/20	15.45
20160	MAY HARDWARE INC.	977466	C&K INT PP1 SG ULTRA GL, FOA	04/09/20	40.48
20160	MAY HARDWARE INC.	977506	PUSH BROOM, AUTO PLUG	04/09/20	57.53
20160	MAY HARDWARE INC.	977532	T TYPE PLUG	04/09/20	10.77
20160	MAY HARDWARE INC.	977562	ZINC SAFTEY HASP, ZINC NARR	04/10/20	8.62
20160	MAY HARDWARE INC.	977603	FORD EMERG KEY	04/10/20	37.80
20160	MAY HARDWARE INC.	977775	FLARE PLUGS	04/14/20	42.74
Total MAY HARDWARE INC.:					997.38
McCALL DELIVERY SERVICE					
20462	McCALL DELIVERY SERVICE	2020-0219	DELIVERIES - METROQUIP	04/02/20	40.00
Total McCALL DELIVERY SERVICE:					40.00
MCCALL, CITY OF					
6960	MCCALL, CITY OF	0420-152751	WATER	04/13/20	23.37
6960	MCCALL, CITY OF	0420-176451	WATER	04/13/20	44.22
6960	MCCALL, CITY OF	0420-176501	WATER	04/13/20	260.28
Total MCCALL, CITY OF:					327.87
McCALL-DONNELLY JT. SCHOOL					
20860	McCALL-DONNELLY JT. SCHOO	20200410	ECO-GARDEN CLUB & THE INTE	04/10/20	2,000.00
Total McCALL-DONNELLY JT. SCHOOL:					2,000.00
METROQUIP INC.					
21220	METROQUIP INC.	P03378	10X32 POLY CONV W11, POLY W	04/01/20	212.46
Total METROQUIP INC.:					212.46
MOSS, JOE & LINDA					
99995	MOSS, JOE & LINDA	156505-A	2ND OVERPAYMENT ACCT 1.565	04/13/20	41.70
Total MOSS, JOE & LINDA:					41.70
MOUNTAIN ALARM					
10900	MOUNTAIN ALARM	2042018	SECURITY MONITORING #30049	04/01/20	114.00
Total MOUNTAIN ALARM:					114.00
NCPERS GROUP LIFE INS					
22580	NCPERS GROUP LIFE INS	C440320	PREMIUMS - C44000000000	02/13/20	16.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total NCPERS GROUP LIFE INS:					16.00
NORCO INC.					
22940	NORCO INC.	28992622	CARBON DIOXIDE/ARGON	04/07/20	61.20
Total NORCO INC.:					61.20
NUESYNERGY INC.					
23265	NUESYNERGY INC.	541	HRA/FSA ADMIN FEES	04/07/20	360.00
23265	NUESYNERGY INC.	541	COBRA ADMIN FEES	04/07/20	75.00
Total NUESYNERGY INC.:					435.00
OFFICE SAVERS ONLINE					
22363	OFFICE SAVERS ONLINE	2173	SUPPLIES	04/03/20	173.15
Total OFFICE SAVERS ONLINE:					173.15
OHIO NATIONAL LIFE INSURANCE					
23400	OHIO NATIONAL LIFE INSURAN	87822119	PREMIUMS - SS0004892	03/01/20	21.47
Total OHIO NATIONAL LIFE INSURANCE:					21.47
OVERDRIVE INC.					
23635	OVERDRIVE INC.	4258CO20070	EBOOKS	04/01/20	124.39
23635	OVERDRIVE INC.	H-0065575	Library participation maintenance fe	04/01/20	900.00
Total OVERDRIVE INC.:					1,024.39
PAYETTE LAKES PRINTING					
24110	PAYETTE LAKES PRINTING	1280	COPIES, SCANS	04/01/20	268.80
Total PAYETTE LAKES PRINTING:					268.80
RATIO ARCHITECTS INC					
14410	RATIO ARCHITECTS INC	19704.000 - 29	LIBRARY EXPANSION CIP PROJE	04/01/20	1,447.46
Total RATIO ARCHITECTS INC:					1,447.46
RESORT CONCEPTS IDAHO LLC					
99986	RESORT CONCEPTS IDAHO LL	410141	REFUND DEPOSIT ACCT 4.1014.	04/13/20	125.10
Total RESORT CONCEPTS IDAHO LLC:					125.10
RICOH AMERICAS CORP.					
25770	RICOH AMERICAS CORP.	5059176127-P	ADDITIONAL IMAGES	03/24/20	60.76
25770	RICOH AMERICAS CORP.	5059275487-W	ADDITIONAL IMAGES	04/01/20	30.86
25770	RICOH AMERICAS CORP.	9028225081-L	RICOH PERIODIC PAYMENT 4/01/	04/02/20	98.12
25770	RICOH AMERICAS CORP.	9028225081-L	ADDITIONAL IMAGES	04/02/20	41.89
Total RICOH AMERICAS CORP.:					231.63

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
SHADOW TRACKERS					
27504	SHADOW TRACKERS	RDK190823	BACKGROUND CHECKS	04/01/20	75.00
27504	SHADOW TRACKERS	RDK190823	BACKGROUND CHECKS	04/01/20	39.00
27504	SHADOW TRACKERS	RDK190823	BACKGROUND CHECKS	04/01/20	46.00
Total SHADOW TRACKERS:					160.00
SHRED-IT USA - BOISE					
27890	SHRED-IT USA - BOISE	8129574741	SHREDDING	04/07/20	142.26
Total SHRED-IT USA - BOISE:					142.26
SILVERPINE PARTNERS LLC					
27970	SILVERPINE PARTNERS LLC	180611	OVERPAYMENT FOR MARCH AC	04/13/20	43.19
Total SILVERPINE PARTNERS LLC:					43.19
SINCLAIR OIL CORP					
28110	SINCLAIR OIL CORP	64653916-PR	FUEL	03/31/20	118.90
Total SINCLAIR OIL CORP:					118.90
SPF WATER ENGINEERING LLC					
28895	SPF WATER ENGINEERING LLC	27814	SUB-19-06	03/31/20	846.00
28895	SPF WATER ENGINEERING LLC	27950	DR-19-55 AND SH-19-12	03/31/20	1,198.50
Total SPF WATER ENGINEERING LLC:					2,044.50
STAR 95.5 FM McCALL					
28960	STAR 95.5 FM McCALL	19060238	RADIO SPOTS - STREET PROJE	06/30/19	144.00
28960	STAR 95.5 FM McCALL	19070271	RADIO SPOTS - JULY 4TH	07/31/19	150.00
Total STAR 95.5 FM McCALL:					294.00
STAR NEWS, THE					
28980	STAR NEWS, THE	54744	LEGAL AD - COUNCIL HEARING	04/01/20	70.68
28980	STAR NEWS, THE	54745	LEGAL AD - P & Z HEARING APRI	04/01/20	103.74
28980	STAR NEWS, THE	54756	CLASSIFIED - CODE ENFORCEM	04/01/20	132.00
28980	STAR NEWS, THE	54756	CLASSIFIED - SEASONAL	04/01/20	45.00
28980	STAR NEWS, THE	54756	CLASSIFIED - SEASONAL	04/01/20	45.00
28980	STAR NEWS, THE	54756	CLASSIFIED - SEASONAL	04/01/20	45.00
28980	STAR NEWS, THE	54757	DISPLAY AD - MECHANIC	04/01/20	192.00
28980	STAR NEWS, THE	54804	DISPLAY AD - LIBRARY BOND - M	04/01/20	330.00
28980	STAR NEWS, THE	54826	LEGAL AD - HEARING - APRIL 9 -	04/02/20	94.38
Total STAR NEWS, THE:					1,057.80
STERLING BATTERY CO.					
29120	STERLING BATTERY CO.	G57138	A65AA	04/03/20	209.90
29120	STERLING BATTERY CO.	G57139	EN91	04/03/20	29.28
Total STERLING BATTERY CO.:					239.18

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
TREASURE VALLEY COFFEE INC.					
30580	TREASURE VALLEY COFFEE IN	2160:06685073	SUGAR, STIR STICKS	04/07/20	29.40
Total TREASURE VALLEY COFFEE INC.:					29.40
U.S. BANK - CARD SERVICES					
31020	U.S. BANK - CARD SERVICES	202003-ARRA	MEAL - RECRUITMENT EVENT B	04/01/20	25.44
31020	U.S. BANK - CARD SERVICES	202003-ARRA	MEAL - RECRUITMENT EVENT B	04/01/20	35.23
31020	U.S. BANK - CARD SERVICES	202003-ARRA	ALAMO RENT A CAR	04/01/20	355.85
31020	U.S. BANK - CARD SERVICES	202003-BATES	CAR WASH	04/01/20	7.00
31020	U.S. BANK - CARD SERVICES	202003-BATES	CAR WASH	04/01/20	7.00
31020	U.S. BANK - CARD SERVICES	202003-CURTI	DELL SONICWALL	04/01/20	173.25
31020	U.S. BANK - CARD SERVICES	202003-CURTI	CORDED MICE, WIRELESS MICE	04/01/20	99.44
31020	U.S. BANK - CARD SERVICES	202003-GEST	CAR WASH	04/01/20	7.00
31020	U.S. BANK - CARD SERVICES	202003-GEST	MEAL - VEHICLE MAINTENANCE	04/01/20	17.46
31020	U.S. BANK - CARD SERVICES	202003-GEST	CAR WASH	04/01/20	7.00
31020	U.S. BANK - CARD SERVICES	202003-GEST	MEAL - DNA TRAINING	04/01/20	5.82
31020	U.S. BANK - CARD SERVICES	202003-GREA	MEAL - MTG W/CHAMBER AND A	04/01/20	39.64
31020	U.S. BANK - CARD SERVICES	202003-GREA	VISTA PRINT - LIBRARY BUSINES	04/01/20	62.80
31020	U.S. BANK - CARD SERVICES	202003-GREA	365-DAY SUBSCRIPTION, STAND	04/01/20	30.74
31020	U.S. BANK - CARD SERVICES	202003-GREA	CANVA PRO	04/01/20	119.40
31020	U.S. BANK - CARD SERVICES	202003-GROE	MTG - CODE UPDATE	03/25/20	9.23
31020	U.S. BANK - CARD SERVICES	202003-GROE	CORDLESS DRILLDRIVER, CASE	03/25/20	188.63
31020	U.S. BANK - CARD SERVICES	202003-GROE	GIS SOFTWARE	03/25/20	125.00
31020	U.S. BANK - CARD SERVICES	202003-GROE	REGISTRATION FOR IEDA CONF	03/25/20	175.00
31020	U.S. BANK - CARD SERVICES	202003-GROE	GIS INTERVIEW	03/25/20	8.89
31020	U.S. BANK - CARD SERVICES	202003-JOHN	AD - WE'RE HIRING	04/01/20	25.00
31020	U.S. BANK - CARD SERVICES	202003-JOHN	CAR WASH	04/01/20	7.00
31020	U.S. BANK - CARD SERVICES	202003-JOHN	AD - WE'RE HIRING	04/01/20	25.00
31020	U.S. BANK - CARD SERVICES	202003-JOHN	Lodging - NIBRS TRAINING	04/01/20	250.00
31020	U.S. BANK - CARD SERVICES	202003-JOHN	AD - WE'RE HIRING	04/01/20	20.75
31020	U.S. BANK - CARD SERVICES	202003-JOVAN	FLASH MEMORY, IPHONE CASE,	04/01/20	110.87
31020	U.S. BANK - CARD SERVICES	202003-JOVAN	NEW EGG CREDIT	04/01/20	256.76-
31020	U.S. BANK - CARD SERVICES	202003-JOVAN	STANDAARD WILDCARD SSL	04/01/20	369.99
31020	U.S. BANK - CARD SERVICES	202003-JOVAN	WIRELESS KEYBOARD AND MO	04/01/20	239.96
31020	U.S. BANK - CARD SERVICES	202003-JOVAN	ASUS FULL HD - 2	04/01/20	417.96
31020	U.S. BANK - CARD SERVICES	202003-JOVAN	AC ADAPTER POWER SUPPLY	04/01/20	31.78
31020	U.S. BANK - CARD SERVICES	202003-LOJEK	HOTSPOT FOR MOBILE BEACON	04/01/20	15.00
31020	U.S. BANK - CARD SERVICES	202003-LOJEK	SPARKLIGHT - INTERNET	04/01/20	78.44
31020	U.S. BANK - CARD SERVICES	202003-MALVI	ULINE LIQUAD DISH SOAP	04/01/20	256.55
31020	U.S. BANK - CARD SERVICES	202003-MCPH	CAR WASH	04/01/20	7.00
31020	U.S. BANK - CARD SERVICES	202003-PALME	HIRING EVENT REGISTRATION F	04/01/20	375.00
31020	U.S. BANK - CARD SERVICES	202003-PALME	BROCHURES	04/01/20	460.10
31020	U.S. BANK - CARD SERVICES	202003-PALME	CAR WASH	04/01/20	7.00
31020	U.S. BANK - CARD SERVICES	202003-RYSK	FLOOR LINER	04/01/20	134.55
31020	U.S. BANK - CARD SERVICES	202003-RYSK	LERA CONFERENCE	04/01/20	354.78
31020	U.S. BANK - CARD SERVICES	202003-RYSK	LODGING - LERA CONFERENCE	04/01/20	292.74
31020	U.S. BANK - CARD SERVICES	202003-RYSK	WET MOP HANDLE	04/01/20	35.52
31020	U.S. BANK - CARD SERVICES	202003-RYSK	CLEANING SUPPLIES	04/01/20	186.36
31020	U.S. BANK - CARD SERVICES	202003-RYSK	UNIV OF MONTANA CAREER AN	04/01/20	310.00
31020	U.S. BANK - CARD SERVICES	202003-RYSK	NITRILE GLOVES	04/01/20	72.45
31020	U.S. BANK - CARD SERVICES	202003-RYSK	POWER POINT CLICKER	04/01/20	14.99
31020	U.S. BANK - CARD SERVICES	202003-RYSK	CARDCONNECT.	04/01/20	494.85
31020	U.S. BANK - CARD SERVICES	202003-RYSK	ASP KNIFE RED TRAINING SERI	04/01/20	73.60

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
31020	U.S. BANK - CARD SERVICES	202003-RYSK	TRAINING HOLSTER PROPS	04/01/20	239.80
31020	U.S. BANK - CARD SERVICES	202003-RYSK	POSTAGE - 20-00093	04/01/20	3.80
31020	U.S. BANK - CARD SERVICES	202003-STEIN	IDAHO AIRPORT MGR MTG	04/01/20	130.59
31020	U.S. BANK - CARD SERVICES	202003-STEW	PW STAFF MTG AND LIBRARY/P	03/25/20	17.23
31020	U.S. BANK - CARD SERVICES	202003-WAGN	ANTI FATIGUE FLOOR MAT	04/01/20	49.95
31020	U.S. BANK - CARD SERVICES	202003-WANN	CAR WASH	04/01/20	7.00
31020	U.S. BANK - CARD SERVICES	202003-WANN	CAR WASH	04/01/20	7.00
31020	U.S. BANK - CARD SERVICES	202003-WANN	COVID 19 UPDATE	04/01/20	57.37
31020	U.S. BANK - CARD SERVICES	202003-WILLIA	6' TABLECLOTHS - 3 SIDED	04/01/20	248.74
31020	U.S. BANK - CARD SERVICES	202003-WILLIA	AIRFARE	04/01/20	232.90
31020	U.S. BANK - CARD SERVICES	202003-WILLIA	CAR WASH	04/01/20	8.00
31020	U.S. BANK - CARD SERVICES	202003-WILLIA	POSTAGE - 20-00014	04/01/20	4.10
31020	U.S. BANK - CARD SERVICES	202003-WILLIA	ICS PACKAGE STANDARD BOAR	04/01/20	332.23
Total U.S. BANK - CARD SERVICES:					6,987.83
UNITED PARCEL SERVICE					
31280	UNITED PARCEL SERVICE	8459E3150	SHIPPING	04/11/20	12.57
31280	UNITED PARCEL SERVICE	8459E3150	SHIPPING	04/11/20	10.78
Total UNITED PARCEL SERVICE:					23.35
UNUM LIFE INS. CO. OF AMERICA					
31410	UNUM LIFE INS. CO. OF AMERI	202003-LIFE	LIFE INS. #0094659-001 2	02/14/20	745.00
31410	UNUM LIFE INS. CO. OF AMERI	202003-VLIFE	LIFE INS. #0094658-001 5	02/14/20	598.92
Total UNUM LIFE INS. CO. OF AMERICA:					1,343.92
VERIZON WIRELESS					
32020	VERIZON WIRELESS	9851320582	270693183 - POLICE	04/01/20	1,519.79
Total VERIZON WIRELESS:					1,519.79
WESTERN STATES EQUIPMENT CO.					
32820	WESTERN STATES EQUIPMENT	IN001262566	2020 ANNUAL GENERATOR MAIN	04/01/20	856.50
32820	WESTERN STATES EQUIPMENT	IN001262569	2020 ANNUAL GENERATOR MAIN	04/01/20	1,469.91
32820	WESTERN STATES EQUIPMENT	IN001262571	2020 ANNUAL GENERATOR MAIN	04/01/20	1,350.24
32820	WESTERN STATES EQUIPMENT	IN001262578	2020 ANNUAL GENERATOR MAIN	04/01/20	772.80
32820	WESTERN STATES EQUIPMENT	IN001269959	TROUBLE SHOOT - SNOW WING	04/06/20	67.50
Total WESTERN STATES EQUIPMENT CO.:					4,516.95
WHITE PETERSON P.A.					
32910	WHITE PETERSON P.A.	138966	GENERAL CITY ADMIN	04/01/20	7,308.83
32910	WHITE PETERSON P.A.	138972	POLICE	04/01/20	5.73
Total WHITE PETERSON P.A.:					7,314.56
WIENHOFF DRUG TESTING					
33040	WIENHOFF DRUG TESTING	90294	PRE-EMPLOYMENT TEST	04/01/20	55.00
Total WIENHOFF DRUG TESTING:					55.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
WILLAMETTE DENTAL INSURANCE					
33095	WILLAMETTE DENTAL INSURA	202003	PREMIUMS - GROUP #Z1759 - ID	03/01/20	2,787.70
33095	WILLAMETTE DENTAL INSURA	202003-COBR	PREMIUMS-GROUP #Z1759-ID51/	03/01/20	87.40
Total WILLAMETTE DENTAL INSURANCE:					2,875.10
Grand Totals:					186,693.06

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
AMERIGAS PROPANE L.P.					
2700	AMERIGAS PROPANE L.P.	3105021865-L	PROPANE-#200810869-LIBRARY	04/04/20	284.57
Total AMERIGAS PROPANE L.P.:					284.57
BAKER & TAYLOR BOOKS					
3700	BAKER & TAYLOR BOOKS	2035189660	BOOKS	04/01/20	16.65
Total BAKER & TAYLOR BOOKS:					16.65
GALE/CENGAGE LEARNING INC					
11625	GALE/CENGAGE LEARNING IN	70162398	BOOKS	04/01/20	74.07
11625	GALE/CENGAGE LEARNING IN	70162655	BOOKS	04/01/20	46.78
11625	GALE/CENGAGE LEARNING IN	70168376	BOOK	04/01/20	24.69
Total GALE/CENGAGE LEARNING INC:					145.54
OVERDRIVE INC.					
23635	OVERDRIVE INC.	4258CO20070	EBOOKS	04/01/20	124.39
23635	OVERDRIVE INC.	H-0065575	Library participation maintenance fe	04/01/20	900.00
Total OVERDRIVE INC.:					1,024.39
RATIO ARCHITECTS INC					
14410	RATIO ARCHITECTS INC	19704.000 - 29	LIBRARY EXPANSION CIP PROJE	04/01/20	1,447.46
Total RATIO ARCHITECTS INC:					1,447.46
RICOH AMERICAS CORP.					
25770	RICOH AMERICAS CORP.	9028225081-L	RICOH PERIODIC PAYMENT 4/01/	04/02/20	98.12
25770	RICOH AMERICAS CORP.	9028225081-L	ADDITIONAL IMAGES	04/02/20	41.89
Total RICOH AMERICAS CORP.:					140.01
STAR NEWS, THE					
28980	STAR NEWS, THE	54804	DISPLAY AD - LIBRARY BOND - M	04/01/20	330.00
Total STAR NEWS, THE:					330.00
U.S. BANK - CARD SERVICES					
31020	U.S. BANK - CARD SERVICES	202003-GREA	VISTA PRINT - LIBRARY BUSINES	04/01/20	62.80
31020	U.S. BANK - CARD SERVICES	202003-LOJEK	HOTSPOT FOR MOBILE BEACON	04/01/20	15.00
31020	U.S. BANK - CARD SERVICES	202003-LOJEK	SPARKLIGHT - INTERNET	04/01/20	78.44
Total U.S. BANK - CARD SERVICES:					156.24
Grand Totals:					3,544.86

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 20-120
Meeting Date April 23, 2020

AGENDA ITEM INFORMATION

SUBJECT: <i>City Licenses Report to Council Per McCall City Code</i>	<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
	Mayor / Council		
	City Manager	ABS	
	Clerk	ST	Originator
	Treasurer		
	Community Development		
	Police Department		
	Public Works		
	Golf Course		
	COST IMPACT:	Parks and Recreation	
FUNDING SOURCE:	Airport		
	Library		
TIMELINE:	Information Systems		
	Grant Coordinator		

SUMMARY STATEMENT:

Per McCall City Code Title 4 Chapter 9, the City Council has determined that the City Clerk shall be delegated the authority to process and grant or deny all alcoholic beverage license applications, other than certain circumstances involving catering permits, which the city clerk shall review the application for catering permit for completeness and forward said application to the Police Chief. The Police Chief upon receipt of the application shall make a recommendation to the City Clerk to approve or deny the application. Whenever the City Clerk shall determine that an application for alcoholic beverage license transfer or renewal is complete, the City Clerk shall approve or deny such application. All decisions of the City Clerk shall be reported to the City Council at the next regularly scheduled City Council meeting after such decision.

The City Clerk is also responsible for all processing of business, taxi, snow removal, pawnbroker, child daycare licenses, vendor permits, and public event applications.

Due to the COVID-19 emergency order, all permits were put on hold and no license applications have been processed in the last two weeks.

RECOMMENDED ACTION:

Information only. No license report to review.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 20-116
Meeting Date April 23, 2020

AGENDA ITEM INFORMATION

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

SUMMARY STATEMENT:
Treasurer's report of accounts and activity of office during the month of March 2020 regarding care, management or disposition of moneys, property or business of the City.

Attached is the March 2020 Report

RECOMMENDED ACTION:

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

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

City of McCall, Idaho
 Monthly Financial Dashboard
 Issued on April 14, 2020



Reporting Period: March 2020

Our Investments and Cash...

Balances as of March 2020

General Fund – Cash & Investments

March 2020	\$ 7,047,011
March 2019	\$ 5,992,810
Unavailable Cash Reserves	\$ 1,580,330
Restricted Cash - Franchise Fees	\$ 2,108,942
Available Cash	\$ 3,357,739

Streets Fund - Cash & Investments

March 2020	\$ 1,621,611
March 2019	\$ 1,473,760
Unavailable Cash Reserves	\$ 449,914
Available Cash	\$ 1,171,697

Library Fund - Cash & Investments

March 2020	\$ 741,316
March 2019	\$ 669,386
Unavailable Cash Reserves	\$ 111,254
Restricted Cash - Bldg Fund	\$ 515,209
Available Cash	\$ 114,853

Recreation Fund - Cash & Investments

March 2020	\$ 501,368
March 2019	\$ 466,701
Unavailable Cash Reserves	\$ 236,870
Available Cash	\$ 264,498

Airport Fund - Cash & Investments

March 2020	\$ 593,417
March 2019	\$ 167,937
Unavailable Cash Reserves	\$ 75,387
Available Cash	\$ 518,030

Capital Projects Fund-Cash & Investments

March 2020	\$ (4,828)
March 2019	\$ (7,850)

Local Option Tax - Cash & Investments

March 2020	\$ 901,204
March 2019	\$ 2,907,443
Available Cash	\$ (2,006,239)

Major Fund Cash Flows...

<u>General Fund Revenues and Expense</u>	As % of	As % of FY15-
	Budget	FY19 Avg. Actual

Fiscal Year 2020 Budget	\$ 10,697,888		
Revenues to Date	\$ 3,993,650	37.33%	64.91%
Expenditures to Date	\$ 4,061,233	37.96%	74.93%
Revenues over Expenditures	\$ (67,583)		

Street Fund Revenues and Expenditures

Fiscal Year 2020 Budget	\$ 3,676,555		
Revenues to Date	\$ 1,263,134	34.36%	66.12%
Expenditures to Date	\$ 1,105,538	30.07%	61.25%
Revenues over Expenditures	\$ 157,597		

Library Fund Revenues and Expenditures

Fiscal Year 2020 Budget	\$ 1,343,147		
Revenues to Date	\$ 316,453	23.56%	54.68%
Expenditures to Date	\$ 356,367	26.53%	54.29%
Revenues over Expenditures	\$ (39,914)		

Recreation Fund Revenues and Expenditures

Fiscal Year 2020 Budget	\$ 2,278,816		
Revenues to Date	\$ 677,242	29.72%	54.68%
Expenditures to Date	\$ 660,350	28.98%	54.29%
Revenues over Expenditures	\$ 16,892		

Airport Fund Revenues and Expenditures

Fiscal Year 2020 Budget	\$ 11,832,250		
Revenues to Date	\$ 260,849	2.20%	22.35%
Expenditures to Date	\$ 465,357	3.93%	44.04%
Revenues over Expenditures	\$ (204,507)		

Local Option Tax - Streets Fund Revenues and Expenditures

Fiscal Year 2020 Budget	\$ 4,548,572		
Revenues to Date	\$ 1,311,667	28.84%	85.51%
Expenditures to Date	\$ 2,099,878	46.17%	173.61%
Revenues over Expenditures	\$ (788,211)		

Water Fund Revenues and Expenditures

Fiscal Year 2020 Budget	\$ 3,437,576		
Revenues to Date	\$ 1,625,370	47.28%	62.07%
Expenditures to Date	\$ 1,172,911	34.12%	56.20%
Revenues over Expenditures	\$ 452,459		

City of McCall, Idaho
 Monthly Financial Dashboard
 Issued on April 14, 2020



Reporting Period: March 2020

Specific Revenue Collections at a Glance...

		As % of Budget	As % of FY15- FY19 Avg.
<u>Property Tax Collection</u>			
Fiscal Year 2020 Budget	\$ 6,291,335		
Revenues to Date	\$ 4,008,034	63.71%	74.86%
<u>State Shared Revenue Collection</u>			
Fiscal Year 2020 Budget	\$ 1,035,899		
Revenues to Date	\$ 298,849	28.85%	33.62%
<u>Building Permit Revenue Collection</u>			
Fiscal Year 2020 Budget	\$ 235,000		
Revenues to Date	\$ 216,831	92.27%	78.94%
<u>Local Option Tax - Tourism Revenue Collection</u>			
Fiscal Year 2020 Budget	\$ 712,249		
Revenues to Date	\$ 292,440	41.06%	84.72%
<u>Local Option Tax - Streets Revenue Collection*</u>			
Fiscal Year 2020 Budget	\$ 2,113,000		
Revenues to Date	\$ 971,728	45.99%	72.18%

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

Our Investments and Cash... cont'd

Balances as of March 2020

<u>Golf Fund - Cash & Investments</u>	
March 2020	\$ 39,456
March 2019	\$ (179,260)
Unavailable Cash Reserves	\$ 205,110
Available Cash	\$ (165,654)
<u>Water Fund - Cash & Investments</u>	
March 2020	\$ 4,099,134
March 2019	\$ 4,144,123
Unavailable Cash Reserves	\$ 515,500
Restricted Cash - DEQ Loan Reserve	\$ 388,672
Available Cash	\$ 3,194,962

McCall Redevelopment Agency...

		As % of Budget	As % of FY15- FY19 Avg.			Percentage
<u>MRA Fund Revenues and Expenditures</u>				<u>Urban Renewal Fund-Cash & Investments</u>		
Fiscal Year 2020 Budget	\$ 1,851,214			March 2020	\$ 1,112,849	
Revenues to Date	\$ 532,296	28.75%	77.31%	March 2019	\$ 1,303,456	
Expenditures to Date	\$ 454,481	24.55%	88.64%	Unavailable Cash Reserves	\$ 100,000	
Revenues over Expenditures	\$ 77,815			Restricted Cash - Bond Reserves	\$ -	
<u>Urban Renewal Property Tax Collection</u>				Available Cash	\$ 1,012,849	
Fiscal Year 2020 Budget	\$ 750,000			<u>MRA Cash Flow</u>		
Revenue to Date	\$ 526,644	70.22%	77.39%	<i>Prior Year Comparison. . .</i>		
				Fiscal Year 2020: March		
				Fiscal Year 2019: March		
<u>McCall Redevelopment Agency</u>				<u>McCall Redevelopment Agency</u>		
Fiscal Year 2020 Budget	\$ 1,851,214			Fiscal Year 2019 Budget	\$ 724,000	
Revenues to Date	\$ 532,296	28.75%		Revenues to Date	\$ 514,451	71.06%
Expenditures to Date	\$ 454,481	24.55%		Expenditures to Date	\$ 30,446	4.21%
Revenues over Expenditures	\$ 77,815			Revenues over Expenditures	\$ 484,005	

City of McCall, Idaho
 Monthly Financial Dashboard
 Issued on April 14, 2020



Reporting Period: March 2020

Our Cash Flows Prior Year Comparison

March 2020			March 2019		
<u>General Fund</u>		Percentage	<u>General Fund</u>		Percentage
Fiscal Year 2020 Budget	\$ 10,697,888		Fiscal Year 2019 Budget	\$ 8,568,694	
Revenues to Date	\$ 3,993,650	37.33%	Revenues to Date	\$ 3,548,217	41.41%
Expenditures to Date	\$ 4,061,233	37.96%	Expenditures to Date	\$ 2,746,716	32.06%
Revenues over Expenditures	\$ (67,583)		Revenues over Expenditures	\$ 801,500	
<u>Streets Fund</u>			<u>Streets Fund</u>		
Fiscal Year 2020 Budget	\$ 3,676,555		Fiscal Year 2019 Budget	\$ 2,657,973	
Revenues to Date	\$ 1,263,134	34.36%	Revenues to Date	\$ 1,197,778	45.06%
Expenditures to Date	\$ 1,105,538	30.07%	Expenditures to Date	\$ 979,148	36.84%
Revenues over Expenditures	\$ 157,597		Revenues over Expenditures	\$ 218,630	
<u>Library Fund</u>			<u>Library Fund</u>		
Fiscal Year 2020 Budget	\$ 1,343,147		Fiscal Year 2019 Budget	\$ 893,099	
Revenues to Date	\$ 316,453	23.56%	Revenues to Date	\$ 297,439	33.30%
Expenditures to Date	\$ 356,367	26.53%	Expenditures to Date	\$ 221,856	24.84%
Revenues over Expenditures	\$ (39,914)		Revenues over Expenditures	\$ 75,583	
<u>Recreation Fund</u>			<u>Recreation Fund</u>		
Fiscal Year 2020 Budget	\$ 2,278,816		Fiscal Year 2019 Budget	\$ 2,115,879	
Revenues to Date	\$ 677,242	29.72%	Revenues to Date	\$ 543,915	25.71%
Expenditures to Date	\$ 660,350	28.98%	Expenditures to Date	\$ 613,181	28.98%
Revenues over Expenditures	\$ 16,892		Revenues over Expenditures	\$ (69,267)	
<u>Airport Fund</u>			<u>Airport Fund</u>		
Fiscal Year 2020 Budget	\$ 11,832,250		Fiscal Year 2019 Budget	\$ 911,404	
Revenues to Date	\$ 260,849	2.20%	Revenues to Date	\$ 232,420	25.50%
Expenditures to Date	\$ 465,357	3.93%	Expenditures to Date	\$ 264,480	29.02%
Revenues over Expenditures	\$ (204,507)		Revenues over Expenditures	\$ (32,061)	
<u>Local Option Tax (Streets) Fund</u>			<u>Local Option Tax (Streets) Fund</u>		
Fiscal Year 2020 Budget	\$ 4,548,572		Fiscal Year 2019 Budget	\$ 5,057,603	
Revenues to Date	\$ 1,311,667	28.84%	Revenues to Date	\$ 971,907	19.22%
Expenditures to Date	\$ 2,099,878	46.17%	Expenditures to Date	\$ 542,166	10.72%
Revenues over Expenditures	\$ (788,211)		Revenues over Expenditures	\$ 429,741	
<u>Golf Fund</u>			<u>Golf Fund</u>		
Fiscal Year 2020 Budget	\$ 1,224,577		Fiscal Year 2019 Budget	\$ 1,241,344	
Revenues to Date	\$ 134,226	10.96%	Revenues to Date	\$ 82,865	6.68%
Expenditures to Date	\$ 459,067	37.49%	Expenditures to Date	\$ 459,715	37.03%
Revenues over Expenditures	\$ (324,841)		Revenues over Expenditures	\$ (376,850)	
<u>Water Fund</u>			<u>Water Fund</u>		
Fiscal Year 2020 Budget	\$ 3,437,576		Fiscal Year 2019 Budget	\$ 3,374,897	
Revenues to Date	\$ 1,625,370	47.28%	Revenues to Date	\$ 1,331,541	39.45%
Expenditures to Date	\$ 1,172,911	34.12%	Expenditures to Date	\$ 1,486,420	44.04%
Revenues over Expenditures	\$ 452,459		Revenues over Expenditures	\$ (154,879)	

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 20-130
Meeting Date April 23, 2020

AGENDA ITEM INFORMATION

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

SUMMARY STATEMENT:

Treasurer's quarterly report of accounts and activity of office during the months of January, February, and March 2020 regarding care, management, or disposition of moneys, property, or business of the City.

Attachment:
FY20 2nd Quarter Treasurer's Report

RECOMMENDED ACTION:

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

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

CITY OF MCCALL
TREASURER'S QUARTERLY FINANCIAL REPORT
QUARTER ENDED MARCH 31, 2020

GENERAL FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	7,105,964.42		
RECEIPTS:	3,993,649.79	10,697,888.00	37.3
EXPENDITURES:			
PERSONNEL SERVICE	1,390,514.22	3,220,220.80	43.2
OTHER SERVICES	2,496,457.58	6,338,161.00	39.4
CAPITAL OUTLAY	174,260.83	1,042,210.00	16.7
	4,061,232.63	10,600,591.80	38.3
ENDING BALANCE	7,038,381.58		
PUBLIC WORKS & STREETS FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	1,496,039.80		
RECEIPTS:	1,263,134.38	3,676,555.00	34.4
EXPENDITURES:			
PERSONNEL SERVICE	555,927.83	1,179,252.00	47.1
OTHER SERVICES	439,871.48	1,356,336.00	32.4
CAPITAL OUTLAY	109,738.52	1,110,987.00	9.9
	1,105,537.83	3,646,575.00	30.3
ENDING BALANCE	1,653,636.35		
LIBRARY FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	616,909.69		
RECEIPTS:	316,452.88	1,343,147.00	23.6
EXPENDITURES:			
PERSONNEL SERVICE	139,606.52	294,477.00	47.4
OTHER SERVICES	216,760.31	497,489.00	43.6
CAPITAL OUTLAY	.00	550,110.00	.0
	356,366.83	1,342,076.00	26.6
ENDING BALANCE	576,995.74		
RECREATION FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	487,168.51		
RECEIPTS:	677,242.42	2,278,816.00	29.7
EXPENDITURES:			
PERSONNEL SERVICE	330,266.84	755,106.00	43.7
OTHER SERVICES	236,358.47	880,312.00	26.9
CAPITAL OUTLAY	93,724.93	637,520.00	14.7
	660,350.24	2,272,938.00	29.1
ENDING BALANCE	504,060.69		
AIRPORT FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	847,571.10		
RECEIPTS:	260,849.11	11,832,250.00	2.2
EXPENDITURES:			
PERSONNEL SERVICE	87,462.28	192,088.00	45.5
OTHER SERVICES	69,996.15	303,601.00	23.1
CAPITAL OUTLAY	307,898.13	11,335,000.00	2.7
	465,356.56	11,830,689.00	3.9
ENDING BALANCE	643,063.65		
CAPITAL PROJECTS FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	74,543.38		
RECEIPTS:	1,355.43	.00	.0
EXPENDITURES:			
	.00	.00	.0
ENDING BALANCE	75,898.81		

CITY OF MCCALL
TREASURER'S QUARTERLY FINANCIAL REPORT
QUARTER ENDED MARCH 31, 2020

LOCAL OPTION TAX FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	1,621,998.49		
RECEIPTS:	1,311,667.18	4,548,572.00	28.8
EXPENDITURES:			
PERSONNEL SERVICE	32,769.76	69,979.00	46.8
OTHER SERVICES	218,653.39	1,388,750.00	15.7
CAPITAL OUTLAY	1,848,454.59	3,089,307.00	59.8
	2,099,877.74	4,548,036.00	46.2
ENDING BALANCE	833,787.93		
GOLF FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	2,624,148.19		
RECEIPTS:	134,226.44	1,224,577.00	11.0
EXPENDITURES:			
PERSONNEL SERVICE	202,162.21	457,302.00	44.2
OTHER SERVICES	256,905.17	581,806.00	44.2
CAPITAL OUTLAY	.00	174,446.00	.0
	459,067.38	1,213,554.00	37.8
ENDING BALANCE	2,299,307.25		
WATER FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	20,440,364.05		
RECEIPTS:	1,625,369.99	3,437,576.00	47.3
EXPENDITURES:			
PERSONNEL SERVICE	233,624.54	569,895.00	41.0
OTHER SERVICES	337,005.32	1,078,312.00	31.3
CAPITAL OUTLAY	602,281.04	1,775,509.00	33.9
	1,172,910.90	3,423,716.00	34.3
ENDING BALANCE	20,892,823.14		
URBAN RENEWAL AGENCY FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	1,969,756.54		
RECEIPTS:	532,296.44	1,851,214.00	28.8
EXPENDITURES:			
OTHER SERVICES	454,481.12	1,851,214.00	24.6
	454,481.12	1,851,214.00	24.6
ENDING BALANCE	2,047,571.86		

"CITIZENS ARE INVITED TO INSPECT THE DETAILED SUPPORTING RECORDS OF THE ABOVE FINANCIAL STATEMENT" (ID CODE 50-1011)
LINDA STOKES - CITY TREASURER

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 20-115
Meeting Date April 23, 2020**

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
Request Approval of Lease Agreement for a Commercial Airport Tenant of Hangar 101 - Gem Air		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
COST IMPACT:	\$5,200 in revenues	Parks and Recreation		
FUNDING SOURCE:	N/A	Airport	RMS	Originator
		Library		
TIMELINE:	Prior to May 1, 2020	Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT:				
<p>Gem Air is a commercial air taxi service requesting to operate from McCall with use of Hangar 101 on the airport. A draft lease was approved by City Council at the March 12, 2020 meeting as AB 20-068. Currently, the lease has not been signed by Gem Air.</p> <p>A request from Gem Air was received by Staff to delay the start of the lease from May 1st until June 1st due to the coronavirus' effect on the demand for air transportation to and from McCall.</p> <p>Terms of the new lease provide for approximately 1,000 sq. ft of space in Hangar 101 for the period June 1, 2020 through September 30, 2020 leased at a \$1,000 per month. Included in the lease are 12 (twelve) city provided parking spaces for an additional fee of \$300 per month. The enclosed draft lease is the same as AB 20-068 draft lease, except for the starting date change from May 1st to June 1st. The lease has been reviewed by the city attorney and meets airport minimum standards and has not changed since the March 12 meeting with the exception of the start date.</p>				
RECOMMENDED ACTION:				
Approve the Lease Agreement for a Commercial Airport Tenant of Hangar 101 for Gem Air and authorize the Mayor to sign all necessary documents.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			
March 12, 2020	AB 20-0Request for Re-Approval of a Lease Agreement for a Commercial Airport Tenant of Hangar 101 - Gem Air			

Recording Requested by and
When Recorded Return to:

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

For Recording Purposes Do
Not Write Above This Line

GEM AIR, LLC
McCall MUNICIPAL AIRPORT
COMMERCIAL LEASE

THIS AGREEMENT is made and entered into this June 1, 2020 by and between THE CITY OF McCALL, IDAHO, a municipal corporation, hereinafter referred to as the “Lessor,” and GEM AIR, LLC, an Idaho limited liability company, hereinafter referred to as the “Lessee.”

W I T N E S S E T H:

That the Lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned on the part and behalf of the said Lessee to be paid, kept and performed, does by these presents grant, demise and lease unto the said Lessee, and the said Lessee does by these presents hire, rent and take from the said Lessor, that certain business premises and common area located in Hangar #101 at the McCall Municipal Airport, to wit:

Please see Exhibit “A” attached hereto.

TO HAVE AND TO HOLD said premises, together with the appurtenances, privileges, rights and easements thereto belonging, unto the said Lessee for the term of 5 months, said term to commence on May 1, 2020 and terminate on September 30, 2020 for the rental and upon the terms and conditions as follows:

1. **RENTAL:** Lessee covenants and agrees to pay monthly rent for said premises in the sum of \$1,000 per month, payable on the 15th day of each month for that month commencing May 15, 2020.

2. **USE OF PREMISES:** Lessee covenants and agrees that the leased premises shall be used for Lessee’s business purposes and shall not be used for any other purpose or purposes without the prior written consent of Lessor.

3. **VEHICLE PARKING:** Lessor agrees to provide three (3) parking spaces at the leased premise on the North-side of Hangar #101 and nine (9) spaces north of Hangar 100 for use by Lessee at the cost of \$25.00 per space per month. 12 spaces x \$25 = \$1,500.00 for the entire lease. Lessee agrees to provide temporary fencing as outlined in Exhibit B and provide oversight to ensure their customers do not enter the active airfield. Additional parking spaces south and west of Hangar 101 can be made available to accommodate more cars at the same rate upon coordination with the airport manager. Additional fencing and striping needed will be at the Lessee's expense. At no time shall passengers/customers be unsupervised when operating vehicles inside the airport perimeter fence. At no time shall vehicles park outside designated parking areas or create a nuisance for adjacent landowners and tenants.

4. **MAINTENANCE:** Lessee agrees to maintain the leased premises in as good condition as the same are in at the time Lessee shall take possession thereof, reasonable wear, tear and damage by the elements excepted, subject to the specific duties imposed upon the respective parties hereto by this Lease with regard to the maintenance of certain portions of the demised premises, and, at the termination of this Lease in any manner, Lessee shall surrender said premises to Lessor in such condition.

Exterior: Lessor agrees to maintain and keep the roof, exterior walls and foundation in a good state of repair at Lessor's cost and expense, except as to damage occasioned by Lessee's use and occupancy of said premises, including damage by Lessee's customers, employees or those persons going on the leased premises for the purposes of doing business with Lessee. Provided, however, that Lessor shall not be obligated to make any such repairs until written notice has been given by Lessee to Lessor, and Lessor shall not be liable for any damage to Lessee's personal property due to damage to the building, unless Lessor has failed to make the necessary repairs within a reasonable time after written notice of said damage and the need of repairs has been given to Lessor.

Common Area and Landscaping. Lessor shall maintain the common area and landscaping located around the leased premises.

Interior. Lessor agrees to repair the interior of the building, including repairs of electrical fixtures and inside plumbing apparatus, and maintenance and repair of the heating and any air conditioning units.

Interior Janitorial; Common Area. Lessee agrees to clean and maintain the interior of the leased premises. Lessee shall clean the bathroom and clear common spaces of trash after every large group, or on a weekly basis, whichever is more frequent.

5. **ALTERATIONS, FIXTURES, EQUIPMENT AND IMPROVEMENTS:** Lessee shall make no improvements to the leased premises or add fixtures or equipment, or make alterations to the leased premises, without first receiving Lessor's written consent therefor. Lessee shall have the right to remove any fixtures, equipment, alterations or improvements with the expiration of this Lease, if Lessee is not in default of any of the terms and conditions herein and

provided further that any damage which might be occasioned by the removal thereof will be repaired at Lessee's expense. Furnishing of leased non-common use space shall be the responsibility of the Lessee.

6. **SIGNS:** Subject to compliance with applicable City of McCall sign and design review codes, Lessee shall have the right to place a reasonably sized sign upon the premises advertising Lessee's business and for the purpose of indicating the name and nature of the business carried on by the Lessee in said premises; provided, however, that said sign will not obstruct the vision of the leased property on either side of the property subject to this Lease Agreement. Upon termination of this Lease, Lessee shall have the right to remove said sign from the premises so long as Lessee repairs any damage to the structure occasioned by such removal at Lessee's own cost. Interior signage directing Lessee's customers to the appropriate waiting area shall in in place prior to conducting operations. This signage is at Lessee's expense.

7. **COMPLIANCE WITH LAW:** Lessee agrees to comply with all municipal, state and federal laws, rules, regulations and ordinances and to do all things necessary to stay in compliance with the same. Lessee agrees to keep operating licenses and permits current.

8. **GLASS:** Lessee agrees to replace all broken or damaged glass upon said leased premises; provided that said glass as used as replacement must be of the same quality as that which was broken or damaged.

9. **UTILITIES:** It is expressly agreed that during the full term of this Lease, Lessor shall furnish and promptly pay for all heat for the said premises and shall pay for all other water, gas, electricity, power and other utilities, except telephone and internet service, used in or about said premises, at Lessor's own cost and expense. Lessee shall provide and pay for its telephone and internet service for the premises and provide for the removal of its trash and garbage.

10. **TAXES AND ASSESSMENTS:** Lessee shall pay any personal property taxes and assessments of any kind levied against Lessee's personal property located upon the above described premises, promptly as the same become due.

11. **ASSIGNMENT OR SUBLEASING:** Lessee shall not assign this Lease nor sublet to any other lessee the said leased premises or any portion thereof.

12. **AUTOMATIC CANCELLATION:** It is understood and agreed that voluntary or involuntary filing of bankruptcy, or assignment for the benefit of creditors, or any other act of insolvency by or on behalf of the Lessee shall automatically cancel this Lease, and Lessor shall be entitled to immediate possession of the leased premises.

13. **DAMAGE OR DESTRUCTION:** If the structure located upon the leased premises shall be damaged by fire, the elements, explosions or other causes, not directly as a result of Lessee's negligence, Lessor will, at Lessor's own proper cost and expense cause the same to be repaired and restored to the same condition as before such damage was done, subject to delays due

to adjustment of insurance claims, strikes and other causes beyond Lessor's control. If the structure shall be so damaged as to be unfit in whole or in part for occupancy or use in the manner and form as theretofore used, Lessor shall cause the same to be promptly restored, repaired and rebuilt and the rents hereby reserved, or a fair and just portion thereof according to the nature and extent of the damage sustained, will be suspended and cease to be payable until said premises shall be restored to the same condition as before such damage was done. In the alternative, and at Lessor's sole option, Lessor may elect not to repair, restore or replace the damaged property and in that event, this Lease shall terminate, Lessee shall forfeit all rent theretofore paid to Lessor, and neither party shall have any further responsibility or liability under the terms of this Lease.

14. **FIRE HAZARDS:** The Lessee shall not do anything in the premises or bring or keep anything therein which will increase the risk of fire, or which will conflict with the regulations of the fire department or any fire laws, or with any fire insurance policies on the buildings, or with any rules or ordinances established by the board of health, or with any municipal, state or federal laws, ordinances or regulations.

15. **LABOR CONTRACTS AND EMPLOYEES:** The parties expressly covenant and agree that all labor contracts and employment agreements with employees shall be made directly with Lessee and that all such employees shall be deemed solely the employees of Lessee and in no way employees of Lessor. Lessee covenants and agrees to indemnify and hold harmless Lessor of and from any liability for any acts of employees of Lessee or any acts of persons working for Lessee under a labor contract.

16. **STAFFING AND SECURITY:** Lessee's customers shall not be within the airport perimeter fence to include inside the leased building space without at least one employee of the Lessee present. Lessee's staff shall ensure all customers exit the perimeter fence and building prior to departing the leased premises. All gates and doors shall be locked prior to departing unless responsibility is assumed by other building tenants. At no time shall the building or gate access codes be given to customers.

17. **RIGHT OF INSPECTION:** Lessor shall have the right to enter the demised premises at any reasonable time to examine the same and to determine the state of repair or alterations which shall or may be necessary for the safety and preservation of the premises.

18. **WASTE PROHIBITED:** Lessee shall not commit any waste or damage to the premises hereby leased nor permit any waste or damage to be done thereto.

19. **LIABILITY:** Lessor shall not be liable for any injury or damage which may be sustained by any customer, person or property of the Lessee, or any other person or persons resulting from the condition of the leased premises or any part thereof, or from any other source or cause whatsoever related to Lessee's business, and Lessee agrees to indemnify and hold harmless Lessor from such liability.

20. **LIABILITY INSURANCE:** Lessee shall maintain a comprehensive liability insurance policy covering the above-demised premises during the term of this Lease with a responsible insurance company, all at the sole cost and expense of Lessee, in the names and for the benefit of Lessee in the sum of \$1,000,000.00 single-limit coverage. Lessee shall furnish Lessor with a certificate of such liability insurance stating that said insurance is in full force and effect during the term of this Lease. Lessor shall be named as an additional insured on said policy.

21. **FIRE AND EXTENDED COVERAGE INSURANCE:** Lessee may maintain fire or casualty insurance, or such other insurance as Lessee deems necessary, on the contents and personal property located on the leased premises owned by Lessee as Lessee desires, and Lessor shall be under no duty or obligation to maintain any insurance on such personal property and contents owned by Lessee.

22. **SURRENDER OF POSSESSION:** Lessee agrees to surrender possession of said leased premises to Lessor at the expiration of this Agreement, or any extension thereof, in the same condition as when the same were entered by Lessee, wear and tear, reasonable use and occupancy and damage by the elements excepted.

23. **DEFAULT AND FORFEITURE:** Time and the strict and faithful performance of every one of the conditions of this Agreement is expressly made the essence of this Agreement. If default is made by the Lessee in payment of any part of Lessee's rent when the same shall become due, or default be made by the Lessee in keeping, performing or observing any of the covenants and agreements herein contained and such default shall remain so for a period of thirty (30) days after written notice shall have been sent by certified or registered mail to Lessee as hereinafter provided, then in such event the Lessor may, at the Lessor's election, either in law or equity seek specific performance of this Agreement or may declare said term and Lease forfeited and ended and re-enter said demised Premises to repossess and enjoy the same as in their first estate, and the effect of such default shall in itself, at the election of Lessor, without further notice or demand constitute a forfeiture and termination of this Lease. If the Lessee shall fail to surrender possession of the demised Premises to Lessor, the Lessee shall be deemed guilty of an unlawful and forcible detention of said Premises. If Lessee shall abandon or vacate said Premises, or if this lease be terminated for breach of any of the covenants and agreements herein contained, Lessee hereby agrees to pay all reasonable expenses incurred by Lessor in obtaining possession of said Premises from Lessee, including reasonable legal expenses and attorney's fees, and to pay such other expenses as the Lessor may incur in putting the Premises in good order and condition as herein provided, and also to pay all other reasonable and necessary expenses or commissions paid by Lessor in releasing the Premises. In the event of notification of default by Lessor to Lessee and Lessee does in fact incur such default, then and in that event Lessee shall pay, in addition to all arrearage existing under the notice of default, the reasonable attorney's fees incurred by Lessor in sending notice of default.

24. **HAZARDOUS SUBSTANCES:**

Lessor. Lessor represents and warrants that there has been no release of hazardous substances on the property as defined by applicable Federal or State laws and regulations and holds Lessee harmless from any violation alleged to have occurred prior to Lessee's taking possession of the property. This covenant shall survive the closing of this transaction.

Lessee. Lessee represents and warrants that the premises will never be used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substances as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC § 9601 et seq. ("CERCLA") Superfund Amendments and Reauthorization Act ("SARA"), applicable state laws or regulations adopted pursuant to either of the foregoing. Lessee agrees to indemnify and hold harmless Lessor against any and all claims and losses resulting from a breach of this provision of this agreement. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this agreement.

25. **ATTORNEY'S FEES:** In the event an action is brought to enforce any of the terms or provisions of this Lease, or enforce forfeiture thereof for default thereof by either of the parties hereto, the successful party to such action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

In case suit shall be brought for an unlawful detainer of the said premises for the recovery of any rent due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Lessee to be kept or performed, Lessee shall pay to Lessor all costs, expenses and attorney's fees which shall be incurred by Lessor in enforcing the covenants and agreements of this Lease Agreement.

26. **NOTICES:** All notices required to be given to each of the parties hereto under the terms of this Agreement shall be given by depositing a copy of such notice in the United States mail, postage prepaid and registered or certified, return receipt requested, to the respective parties hereto at the following address:

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

With a copy to: City Clerk
216 E. Park Street
McCall, ID 83638

Lessee: Gem Air, LLC
31 Hamner Dr
Salmon, Idaho 83467

or to such other address as may be designated by writing delivered to the other party. All notices given by certified mail shall be deemed completed as of the date of mailing except as otherwise expressly provided herein.

27. **REPRESENTATIONS:** It is understood and agreed by and between the parties hereto that there are no verbal promises, implied promises, agreements, stipulations, representations or warranties of any character excepting those set forth in this agreement.

28. **CIVIL RIGHTS PROVISIONS:** The following obligations are assumed by Lessee and include the following: the Lessee, for itself, its representatives, agents, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation. Subtitle A. Office of the Secretary, Part 2 1. Department of Transportation-Effectuation Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (3) that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, and to reenter and repossess said land and the facilities thereon. and hold the same as if said Lease had never been made or issued.

29. **BINDING EFFECT:** The provisions and stipulations hereof shall inure to the benefit of and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto.

30. **RECORDING:** The parties hereto agree that they will not record a copy of this Agreement, Lessee's occupancy of said premises being notice of Lessee's interest therein, and the recording of said Lease by Lessee shall, at the option of Lessor, constitute a default in the terms and conditions hereof.

31. **SITUS:** This Lease is established and accepted by the Lessee under the laws of the State of Idaho, and all questions concerning its validity, construction and administration shall be determined under such laws.

32. **HEADINGS:** The bolded paragraph headings are for convenience only and are not a part of this Lease agreement and shall not be used in interpreting or construing this Lease agreement.

33. **SEVERABILITY:** If any portion or portions of this Lease shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intentions of the parties hereto.

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

LESSOR: CITY OF MCCALL, IDAHO

By: _____
Robert S. Giles, Mayor

Attest: _____
BessieJo Wagner, City Clerk

STATE OF IDAHO)
 : ss
County of Valley)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert S. Giles and BessieJo Wagner, the Mayor and City Clerk, respectively of the CITY OF McCALL, IDAHO, known to me or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same and were so authorized to do so on behalf of the City of McCall, Idaho.

(SEAL)

Notary Public

LESSEE:

Jo Schroeder

STATE OF _____)
 : ss
County of _____)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Jo Schroeder known to me or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)

Notary Public

EXHIBIT "A"

Approximately 1,000 square feet of space consisting of:

Office Space: 200 square feet

Common Area: 800 square feet

in Hangar #101 located at 336 Deinhard Lane, McCall, ID 83638.

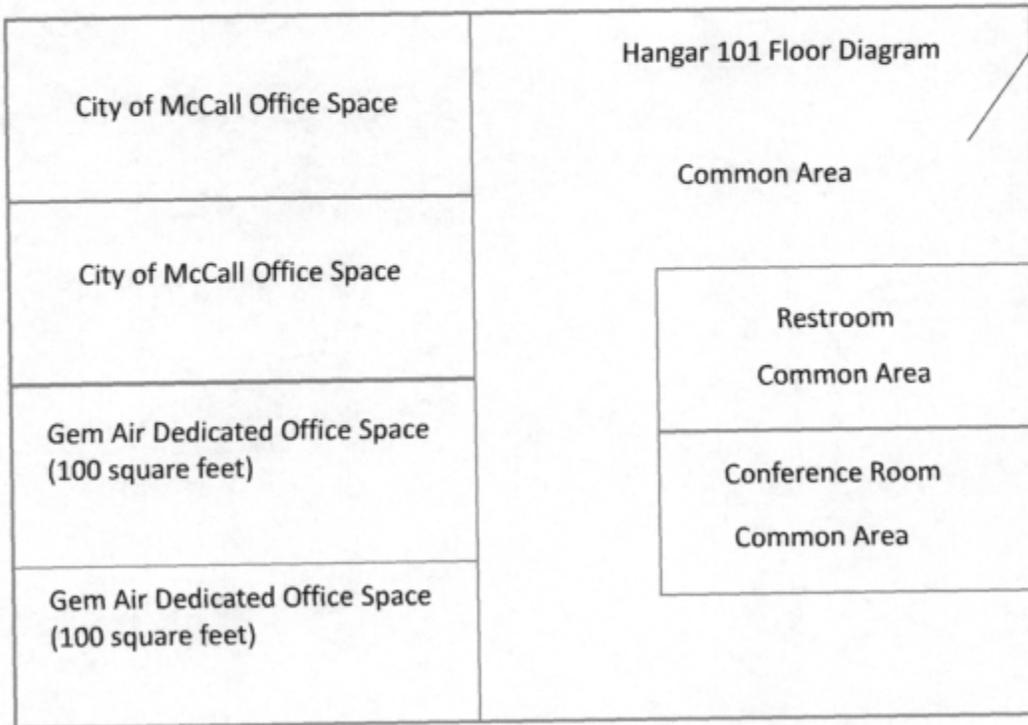


EXHIBIT "B"

Fencing

Temporary fencing shall be installed as indicated below. The fencing noted by the solid line must be in place prior to operation. The dashed line is not to scale and, if needed, shall be placed to enable parking compliant with City Code.



Signage

Signs shall be installed at gates and access points on the temporary fence. The sign shall read "NO UNESCORTED PASSENGERS BEYOND THIS POINT". Signs shall be outdoor signs with white background, black letters with a black border 18" x 18" or larger. Lessee may use existing signs from lessee's previous occupancy.

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 20-117
Meeting Date April 23, 2020

AGENDA ITEM INFORMATION

SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>Library Board Annual Report to Council</i>		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
COST IMPACT:	N/A	Parks and Recreation		
FUNDING SOURCE:	N/A	Airport		
		Library	Heg	Originator
TIMELINE:	N/A	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

Library Trustee Jacki Rubin has prepared the attached McCall Public Library Board of Trustees annual report. The Library Board of Trustees advocate for the library and literacy; hire and evaluate the Library Director; monitor overall effectiveness of the library as a social institution; set library policies and plan strategic goals to better serve the community.

Idaho law states the library board is made up of 5 volunteers who are legally responsible for overseeing operation of the library. Individual members have no legal authority—the board only has authority when it makes a group decision in a meeting that meets requirements of the Idaho Open Meeting Law. Meetings are held the 3rd Thursday of the month at 9AM in Legion Hall. Members are selected in October by the Library Board and confirmed by City Council.

The mission of the McCall Public Library is to provide patrons with diverse and organized information that satisfies their learning and recreational needs. Together with a well-trained staff, modern equipment, and a welcoming environment, our library will promote understanding of our culture, our world, and ourselves.

RECOMMENDED ACTION:

Information only.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

Annual Report to McCall City Council for 2019
McCall Public Library Board of Trustees
April 23, 2020

The focus of the Board of Trustees for 2019 has again been the Library Expansion Project. McCall has outgrown its 1972 building. Library use has exploded.

Every month we have been monitoring the financial status of the project by reviewing the updates from our Fundraiser Amy Rush. Linda Stokes has been tracking our income from grants, fundraising and LOT funds plus tracing our expenses. We have been consulting with John Chrastka from Every Library about the process of using the bonding option to fund the new building. The McCall Public Library Foundation was formed in 2018 and coordinates with us to figure out what information the Board needs from them. The Board has been laser focused on preparations to assure the passage of a bond if it is approved by City Council.

Following are significant FY19 benchmarks to reach our goal:

- Dennis Humphries hired for Design Contract.
- Interviews conducted and CM Company hired as our CM/GC for construction services.
- Dennis Humphries hired to develop City Campus Plan with community input.
- Work session with City Council in November 2019 on library design.

As proposed, the new library and renovated old library will create 4 meeting rooms, 3-4 study rooms, a quiet, cozy second floor for reading, dedicated spaces for children and Young Adults(teenagers), and easy access for older adults and disabled. Libraries are not just for books anymore. Our library will serve our community by providing resources and assistance for information gathering for life-long learning and spaces to meet together. With the continued support of City Council, city staff, and the whole community, the expanded library will offer everyone an enriching place to meet, seek and learn year-round. And create a thriving community.

The Library Board of Trustees would like to give special thanks this year to our long-standing board member Ed Hershberger. Ed has been a board member since 1999. He received a statewide Library Trustee of the Year award in 2015 from the Idaho Library Association. Ed is especially helpful with preparing the yearly budget and monitoring our expenses. His expertise in managing building projects has contributed greatly to our expansion campaign. When the board is facing a difficult decision we always look to Ed for his wisdom.

Thank you, Ed, for all your years of work and dedication.

Submitted by the McCall Public Library Board of Trustees

Jacki Rubin, Chair

Ed Hershberger, Vice Chair

Lynn Lewinski, Secretary

Lola Elliot

John Milliner

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Ed Hershberger—2015 ILA Trustee of the Year

Ed Hershberger, of the McCall Public Library Board of Trustees, was named the 2015 Trustee of the Year by the Idaho Library Association (ILA). ILA awards honor exemplary service by members of the Idaho library community. To be recognized for the Trustee of the Year Award trustees must, among other things, demonstrate a strong commitment to their library through outstanding leadership and achievement, display leadership in their community, and advocate for their library in a constructive manner.



From McCall Public Library, left to right: Meg Lojek, director; Ed Hershberger, ILA Trustee of the Year; and Jacki Rubin, board chair

Hershberger, a retired engineer, was recognized for his 16 years of service as a fiscally responsible, passionate advocate of libraries and literacy. McCall Public Library Director Meg Lojek said, "He is always there when we need him," and Board Chair Jacki Rubin added, "Ed is always stellar. He is our dependable support system and a trustworthy voice of reason."

Hershberger is a firm believer in the power of public libraries, calling them "gardens in which children grow to love books and learning." In their nomination letter, McCall library trustees said, "He is passionate about library services and every decision he makes as a Board member addresses issues that could be barriers to access to library services. Simply put, he wants to see everyone reading, and he advocates for all members of our community based on one simple value: literacy." Hershberger believes libraries help increase literacy, and the ability to read is the basis of our democracy.

Among the many things that Hershberger values in the McCall library are the children's programs—which get children involved in learning—and the events that bring adults into the library. Board member Lynn Lewinski said, "He walks the walk. Ed regularly participates in statewide Let's Talk About It programs, Book Clubs, Film Society, and Travelogues at the McCall Public Library, activities which take his participation beyond lip service into true participation and action."

Outside of the library board, Ed is a leader in the McCall Hiking Club, where he recently won Hiker of the Year. He was also instrumental in documenting innumerable local hikes into formats that the public can access in the library.

Recently, Hershberger initiated and implemented the new Investment Policy to best care for funds to be used for a library remodel and expansion in the near future. He is spearheading efforts for a new library and all serving trustees are "proud that he is part of our team and confident under Ed's leadership."

Hershberger said he was honored to receive ILA's Trustee of the Year Award. When accepting the award he was short and to the point, "Libraries are great," he said. "We do our best."

Congratulations to Ed Hershberger, and many thanks for all you do to improve library services in Idaho!

And congratulations to all of the following 2015 ILA award winners who do so much for the Idaho library community:

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 20-118
Meeting Date April 23, 2020

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Approve a New lease for Hangar 542 for Timothy McGahey & Jill McGahey and Terminate the existing Hangar 542 lease assignment for 9G Enterprises</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	\$200 transaction fee revenue	Airport	RMS	Originator
FUNDING SOURCE:	none	Library		
TIMELINE:	May 1, 2020	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

Timothy McGahey & Jill McGahey are purchasing Hangar 542 from 9G Enterprises. Therefore, Timothy McGahey & Jill McGahey have requested a new lease for Hangar 542 and to terminate the existing lease with 9G Enterprises.

The existing lease consists of 1,512 square feet of property. The annual Hangar Lease payment of \$454.63 is paid up through September 30, 2020. The rate for next year will be determined when the annual CPI index is published in September.

The purchaser has been provided with a copy of the current lease, current Airport Rules and Regulations, and Airport Minimum Standards. The City Clerk will record the document, and keep a copy for the City's records. Staff has requested a \$200 transaction fee.

The contract has been reviewed by the City Attorney.

Attachments:

- New Hangar 542 Lease
- Previous Hangar 542 Lease cancellation

RECOMMENDED ACTION:

Approve the new lease for Timothy McGahey & Jill McGahey and terminate the existing Hangar 542 lease assignment for 9G Enterprises and to authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

HANGAR 542 LEASE TERMINATION
MCCALL MUNICIPAL AIRPORT

Recording Requested By and
When Recorded Return to:

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

For Recording Purposes Do
Not Write Above This Line

**MCCALL MUNICIPAL AIRPORT
NOTICE OF LEASE TERMINATION**

That certain Lease Assignment between 9G Enterprises, LLC as Lessee and City of McCall as Lessor for Hangar 542 at McCall Municipal Airport, dated June 12, 2018 and recorded as Instrument #414465 has been terminated at the request of Robert Vosburgh, Managing Member 9g Enterprises, LLC. The McCall City Council authorized termination of the lease and the issuance of a new lease at its regular meeting held on April 23, 2020.

LESSOR: CITY OF MCCALL, IDAHO

By: _____
Robert S. Giles, Mayor

Attest: _____
BessieJo Wagner, City Clerk

STATE OF IDAHO)
 : ss
County of Valley)

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

(SEAL)

Notary Public for Idaho

HANGAR 542 GENERAL AVIATION LEASE

Recording Requested By and
When Recorded Return to:

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

For Recording Purposes Do
Not Write Above This Line

McCall MUNICIPAL AIRPORT GENERAL AVIATION/NON-COMMERCIAL LEASE

This Lease is made May 1, 2020, by and between the City of McCall, an Idaho municipal corporation (called "City" in the rest of this Lease) as Lessor, and Timothy McGahey and Jill McGahey, (called "Lessee" in the rest of this Lease), as Lessee, for and in consideration of the mutual promises, covenants, agreements and conditions in this Lease. This Lease consists of this "McCall Municipal Airport Tenant Lease" together with the:

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

Background

1. City is the owner in fee simple of the land described on Exhibit "A" and depicted on Exhibit "B" ("Subject Property"), and holds it for the use and benefit of the people of McCall and their guests as a part of the McCall Municipal Airport (referred to as "Airport" in the rest of this Lease); and Lessee desires to make use of the Subject Property exclusively and the Airport non-exclusively for aviation-related activities;

2. City maintains a fund, called the Airport Fund, in support of the mission of the Airport into which reasonable rents must be deposited to support the operation of the Airport; and

3. Uses of the Airport must be compatible with the provision of safe air transportation, be compatible with aircraft ground activity, not devote Airport land to non-aviation-oriented activity and maintain an attractive appearance of the Airport.

Agreements

HANGAR 542 GENERAL AVIATION LEASE

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

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

6. Use of Subject Property.

A. The principal and predominant use of any building constructed or located on Subject Property shall be for aircraft storage and other aviation-oriented activities of the Lessee permitted pursuant to this paragraph, as may further be defined by the Federal Aviation Administration (FAA) and McCall Municipal Airport Rules and Regulations. No other uses of the property are allowed. Lessee is authorized also to make use of the Subject Property for incidental Airport-related activities. The City has the sole discretion to determine whether use of the Subject Property is reasonably related to incidental to Airport-related activities. Lessee owned non-aviation storage must be insignificant and not interfere with aircraft storage.

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

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

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

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

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

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

7. Parking. Automobiles may be parked inside the hangar while Lessee's aircraft is being operated or temporarily stored at another location. Vehicles may also be parked at a parking location off of aircraft movement areas as designated by the Airport Manager. Vehicles and aircraft may be stopped and stand for loading and unloading in front of the hangars. Unattended vehicles or aircraft not in an area designated for their use will be regarded as illegally parked and may be towed at the direction of the Airport Manager and sole expense of Lessee, or ticketed pursuant to the McCall City Code, or both.

8. Operations to be Lawful. Lessee and Lessee's improvements and use shall comply in all material respects with all applicable laws, ordinances, rules, and regulations of the United States, the State of Idaho, and the City of McCall, including those laws, rules, and regulations which may be lawfully promulgated by any of the same during the term of this Lease. Lessee shall further obey in all material respects any other lawful directions of the Airport Manager, even if Lessee wishes to appeal such directions. An appeal of any such direction shall be filed with the Airport Manager in writing by providing particularized claim(s) within ten (10) calendar days of the direction being appealed. The City shall respond in writing within 60 days from receipt of the written appeal. Lessee shall comply in all material respects with this Lease and all applicable other laws, ordinances, rules, and regulations; where requirements differ among these various sources, the laws, ordinances, rules, and regulations that are most compatible with safe air transportation shall be complied with; the interpretation of the Airport Manager in these regards made in good faith shall be conclusive. The City may enter into or on the Lessee's premises to conduct inspections to ensure lawful and safe use of the premises with twenty-four (24) hour written notice or without notice in emergency situations.

9. Subordination to Federal Funding and Emergency Requirements. This Lease is subordinate to the provisions of any existing or future agreement between City and the United States, relative to the operation or maintenance of the Airport, the execution of which agreement has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. This Lease shall be subordinate to the right of the City during the time of war or national emergency to lease the landing area or any part thereof to the United States

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Government for military or emergency use, and if any such lease is so made, the provisions of this Lease in conflict with the provisions of the lease to the Government, shall be suspended for the duration of the conflict or emergency. City of McCall covenants that Lessee, upon paying the rent and other sums when due hereunder and observing and keeping all terms, covenants, agreements, limitations and conditions hereof on the part of Lessee to be kept when provided herein and within any grace periods available under this Lease, shall have and may quietly enjoy the possession of the Subject Property together with the right of ingress and egress herein provided during the term hereof, without hindrance or molestation by City of McCall or anyone claiming by, through or under City of McCall, and City of McCall shall not authorize or consent to any hindrance or molestation of Lessee by others.

10. Compliance with Enforcement. Lessee shall comply with such enforcement procedures and orders as the United States might demand that the City follow or issue in order to comply with the City's assurances to the United States, and to enforce applicable federal, state, and local laws.

11. Nondiscrimination. Lessee shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation-Effectuation of Title IV of the Civil Rights Act of 1964, and as said regulations may be amended. Lessee, in its operations and uses of the Airport will not, on the grounds of race, creed, color, age, marital status, national origin or handicap discriminate or permit discrimination against any person or groups of persons in any manner. Noncompliance with these assurances shall constitute a breach of this Lease; and in the event of such noncompliance, City may take appropriate action to enforce compliance, may terminate this Lease, or seek judicial enforcement in each instance in accordance with the terms and procedures set forth in this Lease.

12. City's Reserved Rights. Subject to the provisions of this Lease, City specifically reserves the right:

A. To develop, improve, or make any lawful use of the Airport premises as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance by Lessee;

B. To maintain and keep in repair the Airport and all publicly owned facilities of the Airport, together with the right to direct and control activities of Lessee of the Subject Property to ensure compliance with all federal and local rules and regulations;

C. To enter upon any lease premises at reasonable times for the purpose of making inspections to determine compliance with these minimum standards, fire codes, building codes or any covenant or condition of any contract or lease, including this Lease;

D. To take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion

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of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft or safety of flight;

E. To temporarily close the Airport or any of the facilities thereon for maintenance, improvement, safety or other public benefits; and

F. To devote exclusive use of the Airport to emergency aircraft operations, including, but not limited to, fire suppression activities and medical operations.

13. **Term, and Renewal.** The initial term of this lease shall be for 20 years commencing at 12:01 AM., on May 1, 2020, until 11:59 PM on March 30, 2040. This Lease may be renewed for up to two (2) additional ten (10) year terms for so long as the rent and other conditions of the Lease are faithfully adhered to, and subject to adjustment of rent provided herein. If Lessee determines they wish to renew this Lease, it shall give written notice of that fact during the last six months but not later than one month before the end of the lease term.

14. **Rent.** The current lease amount is \$454.63 and is paid through September 30, 2020. Rent shall be payable annually in advance on or about October 1 of each year, initially in the amount of \$.30 cents per square foot. The first year's rent is due and payable in advance on October 1, 2020. The rent will be adjusted annually effective October 1 and according the percentage increase of the Western Urban Consumer Price Index, (Bureau of Labor Statistics) for the twelve calendar months prior to and including the most recent month for which such Index is available. The City of McCall will use the following formula to compute the calculation for each year's Rent increase:

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

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

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

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

15. **Taxes, Assessments, Fees.** Lessee shall, upon completion of construction of any Leasehold Improvements, enroll the Leasehold Improvements and *taxable* personal property on the tax rolls of Valley County. Lessee shall pay, before they become delinquent, all taxes, assessments and fees assessed or levied upon Lessee or the Subject Property or any interest therein, including, but not limited to buildings, structures, fixtures, equipment or other property installed

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or constructed on it. Lessee further agrees not to allow any such tax, assessment, or fee to become a lien against the Subject Property or any improvement on it. Nothing herein contained shall be deemed to prevent or prohibit the Lessee from contesting the validity or amount of any such tax assessment or fee in the timely manner authorized by law, but in no event may Lessee permit any such process to go to a foreclosure upon Subject Property or any interest in it or in any Leasehold Improvement.

16. Utilities and Services. Lessee shall order, obtain and pay for all utilities and services which Lessee causes to be supplied to the Subject Property, and shall pay all services and installation charges in connection therewith, including but not limited to electrical power, water, sewer, garbage, gas and telephone services, including water and sewer connection and service charges, in each case to the extent caused to be supplied or connected by the Lessee. For those parcels where sewer is not yet available, then at such time as Lessee makes connection to the sewer it will pay the then current connection charges and all monthly charges thereafter.

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

17. Construction. If lessee gains permission to install, erect, and construct Leasehold Improvements they shall be at Lessee's sole cost and expense and according to Drawings and Specifications and Schedules submitted to and approved by City prior to commencement of construction. Private hangars shall be constructed according to the aesthetic design standards of the City; thus color, shape, architectural features, and other aesthetic issues may be controlled by the City. Drawings approved by the City must accurately depict and describe all proposed Leasehold Improvements. All construction on the airport will materially conform to the City's current Airport Master Plan as approved by the Federal Aviation Administration. All Drawings and Specifications must materially conform to the Building, Fire, and Fire Protection Codes and Regulations in effect in McCall, including but not limited to those set out in the *McCall City Code*. No Drawings and Specifications shall be submitted for a building permit as required by the *McCall City Code*, until the same have been reviewed and approved in writing for Airport purposes by the Airport Manager, who shall first seek the advice of the Airport Advisory Committee and approvals

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by applicable Federal agencies. Airport Manager approved Drawings and Specifications shall be placed on file with the City Building Inspector long enough for such Building Inspector to determine that the Drawings submitted to the Building Inspector are the same as those approved by the Airport Manager. Lessee shall make substantial progress toward construction of the buildings and physical facilities anticipated by the Lessee within twelve (12) calendar months after execution of this Lease, or subsequent building approval by Lessor. "Execution of this lease" shall mean the date signed by the City. Completion and occupancy of the structures must occur within twenty-four (24) months after the date of execution of this Lease. Failure to achieve either substantial progress or completion shall constitute cause for the City to cancel this Lease in accordance with the terms hereof or to extend the completion dates for construction.

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

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

20. Leasehold Improvements. In this Lease the term "Leasehold Improvements" means all buildings (including but not limited to hangars) and/or improvements, whether or not permanently attached or affixed to the Subject Property, placed and/or built and/or constructed on the Subject Property during the term of this Lease by the Lessee, or placed thereon by Lessee from a prior lessee who had the right to sell them to Lessee. At all times during the lease term, ownership of Leasehold Improvements remains with the Lessee, and Lessee shall have the right to remove and sell any and all such Leasehold Improvements, subject to the terms of this Lease. Subject to the provisions of paragraph 28 hereof, upon expiration or termination of this Lease or any renewal thereof, Leasehold Improvements shall become the property of the City unless the Lessee, not more than fifteen (15) days after expiration or termination of this Lease, provides written notice to City that Lessee intends to remove such Leasehold Improvements within ninety (90) days of expiration or termination. Such notice shall indicate whether Lessee intends to remove a building

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by demolition, and City may in the discretion of the Airport Manager direct that the building and such fixtures on Subject Property not be removed. Should the Lessee require a longer time to remove Leasehold Improvements, it shall request a specific amount of additional time in writing from the Airport Manager. Such an extension shall not be unreasonably withheld, although City may condition such extension upon the furnishing of collateral for the promise to remove in the form of a bond, cash escrow, or other arrangement acceptable to the Airport Manager and the City Attorney. All Leasehold Improvements not removed pursuant to the terms of this Lease become the sole property of the City.

21. Leasehold Mortgages and Liens. Lessee shall not place a mortgage, Deed of Trust, or other Lien on the hangar or other personal property placed on the leasehold property without the prior written consent of Lessor and any such liens shall always be junior to the Lessor's interest in the property. The lien holder shall be notified of any defaults of the lessee by the Lessor, and the lien holder shall have the right to correct any default including, but not limited to late or non-payment of lease fees. Should lessee fail or lien holder fail to correct defaults, then the lease will be terminated without recourse to either lien holder or lessee.

22. Repairs. Lessee shall repair damages (excluding normal wear and tear) to the Airport and/or the Subject Property which damages are the result of the Lessee's actions or the actions of any invitee of Lessee making use of Subject Property. Repairs shall be completed within thirty (30) days of the date any such damage is incurred. In the event that Lessee cannot reasonably repair such damage within thirty (30) days, Lessee shall provide prior written notice and permission to the City from the Airport Manager. Such an extension shall not be unreasonably withheld, although the City may condition such extension upon the furnishing of collateral for the promise to repair in the form of a bond, cash escrow, or other arrangement acceptable to the Airport Manager.

23. Indemnity. Lessee agrees to indemnify and hold harmless the City during the term of this Lease from any and all losses, actions or judgments for damages from any and all claims made by a third party against the City arising out of the negligence or other acts of the Lessee or Lessee's invitees in their use of the Subject Property. City agrees to indemnify and hold harmless the Lessee during the term of this Lease from any and all losses, actions or judgments for damages from any and all claims made by a third party against the Lessee arising out of the negligence or other acts of the City or City's invitees, agents, employees or instrumentality in their use of the Subject Property.

24. Insurance. Lessee shall carry at all times during the term of this Lease fire and extended insurance coverage, including also against water damage as an indirect result of fire, and including a provision for debris cleanup, in an amount not less than ninety percent (90%) of the full replacement value of Leasehold Improvements and such further insurance as follows:

A. Public liability insurance coverage for a total amount of not less than \$1,000,000 Combined Single Limit for bodily injury and property damage. A current certificate of insurance evidencing compliance and naming City as an "Additional Insured" shall be maintained with the City at all times during the term of lease. The limits of

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

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

25. Termination by Lessor for Cause. Should the Lessee fail to comply with any material obligation in this Lease, the City may terminate this Lease with sixty (60) days prior written notice subject to the terms of this Lease and the Lessee's right to cure such failure as herein provided. Any breach of the terms of this Lease must be cured within that sixty (60) day period or the Lease is deemed terminated and the City takes possession of the Subject Property and improvements as described herein and as allowed by law; or if the failure could only be reasonably remedied in a period of time exceeding sixty (60) days, failure within such sixty (60) days to undertake reasonable steps to begin such cure or failure thereafter diligently to pursue the cure to completion within a reasonable time. City shall provide written notice to Lessee of City's intent to terminate, and this Lease shall terminate as of the date or upon the lapse of time as above provided, as the case may be.

26. Termination by Lessee for Cause. This Lease may be terminated by Lessee as follows:

A. The permanent abandonment of the Airport as a public and/or general and/or commercial air facility and/or as a facility in substantially the present or larger size and/or substantially the present or more extensive use.

B. The assumption by the United States Government, or by any authorized agency of the United States, of this Lease, or of the operation, control or use of the Airport, or of any substantial part or parts of the Subject Property, in such a manner as substantially restrict Lessee from operating in a reasonable manner, for a period of more than 120 days. The use of the Airport by the United States Forest Service or, or like agency, during fire season shall not be considered a substantial restriction.

C. Issuance by any Court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period more than 120 days.

D. Any other reason and/or cause which is beyond the reasonable control of Lessee which in any way substantially restricts the present type of use of the Airport for a

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period of more than 120 days. The use of the Airport by the United States Forest Service, or like agency, during fire season shall not be considered such a substantial restriction.

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

27. Holding Over. In the event Lessee holds over after the expiration of the Lease or of any renewal of this Lease, such holding over shall be deemed to be a tenancy from month to month subject to conditions established by the Airport Manager, including but not limited to, an increase in the rental rate.

28. Abandonment. If Lessee abandons the Subject Property (other than during winter months or other temporary periods when Lessee's officers and employees may have established residence other than in Valley County), is dispossessed by third parties by process of law or otherwise, the City may terminate this Lease on sixty (60) days advance written notice to Lessee; and Lessee shall not be entitled to the return of prepaid rent under this Lease. Any real or personal property belonging to Lessee and left on the Subject Property after sixty (60) days following notice of termination on grounds of abandonment or dispossession shall be deemed to have been transferred to City. City shall have the right to remove and dispose of such property without liability therefore to Lessee, or to dispose of it to any person claiming under Lessee, or may transfer it to a new lessee, or may simply dispose of it as solid waste; and City shall have no need to account therefore.

29. Right of First Refusal. Upon the expiration or involuntary termination of this Lease or of any renewal of this Lease, the City shall have the first right of refusal to purchase or accept transfer of Leasehold Improvements, and may transfer this right of first refusal to a new lessee. Under such circumstances, Lessee, and any person proposing to sell or transfer such improvements by or through or under Lessee, shall first give notice to the City advising of the proposed sale or transfer, and its price and terms; and the City shall have thirty (30) days following receipt of such notice to evaluate and execute a decision regarding the proposal of sale or transfer, and its price and terms. If the City pursues acquisition of improvements, such sale or transfer shall be completed no later than ninety (90) days following receipt of initial notice from the Lessee.

30. Legal Proceedings. If any legal action or proceeding related to this Lease is begun by any party to this Lease, the prevailing party shall be entitled to recover its costs, damages, and expenses, including commercially reasonable attorney fees and witness and expert witness fees, incurred in prosecuting or defending the same, whether or not such action or proceeding is litigated or prosecuted to judgment. The prevailing party will be that party who was awarded judgment as

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a result of trial or arbitration, unless the dispute was only as to the amount of a claim conceded to exist, in which case the finder of fact shall determine the identity of the prevailing party.

31. Governing Law. This Lease is governed by the law of Idaho, and Valley County, Idaho is the proper venue.

32. Headings. The headings of paragraphs and articles of this Lease are provided as a guide to the reader, and shall not in any way affect the meaning or interpretation of this Lease.

33. Time of the Essence. Time is of the essence with respect to the obligations of the parties under this Lease.

34. No Election of Default Remedies. In the event of any default under this Lease, the non-defaulting party shall be entitled to all rights, powers and remedies available at law or in equity, including, without limitation, specific performance, damages and equitable relief, and/or resort to any security. Any rights, powers and remedies stated in this Lease, or now or hereafter existing in law, at equity, by statute, or otherwise are cumulative and concurrent, and shall each be in addition to, and not in lieu of, all the others. The exercise or the beginning of the exercise or the forbearance of exercise by any party of any one or more of such rights, powers, and remedies shall not preclude the simultaneous or subsequent exercise by such party of any or all of such other rights, powers, and remedies.

35. No Waiver of Rights. The neglect of the City or the Lessee to enforce its rights, powers or remedies at any particular times or upon any particular occurrences shall not preclude resort to those rights, powers or remedies at any other time or with respect to any other occurrences. Any waiver of any right, power, or remedy must be done in a writing executed by the party to be charged with such waiver, and executed with no fewer or different formalities and approvals than were attendant upon execution of this Lease. Any waiver of a breach of a covenant, term, or condition of this Lease shall not be deemed a waiver of any other breach of the same or any other covenant, term or condition of this Lease. Acceptance of overdue performance of a covenant, term, or condition of this Lease shall not constitute a waiver of the breach existing prior to the performance, unless so agreed in writing by the recipient of the performance.

36. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, terrorist acts, acts of war, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, government controls, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage; provided, however, that this clause shall not bar resort by City to any security applicable to the furnishing of such performance under circumstances in which City acting to obtain alternative performance would not be subject to such force majeure. The term "governmental restrictions, governmental regulations, government controls, ... [and] hostile government action" shall not be construed to have any reference to City enforcing this Lease or any other agreement between the City and any other party, nor the City enforcing the City Code or other applicable law, nor any other government

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enforcing an agreement with a party or the conditions on the issuance of its permit(s) issued to a party.

37. Counterpart Execution. This Lease may be executed in any number of counterparts. No single counterpart need be signed by all parties to this Lease; so long as each party hereto has executed at least one such counterpart, this Lease shall be considered fully executed. Each such counterpart shall be deemed to be an original instrument; and all such counterparts together shall constitute but one agreement. Facsimile signatures are deemed to have the same legal weight as original signatures.

38. Burden and Benefit; Assignment. This Lease shall bind and insure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. Lessee shall neither assign this Lease, nor sublet or rent all or any part of Subject Property, without the written consent of the City, which consent shall not be unreasonably withheld. Assignment of leasehold interest shall not cause the lease rate to change except as otherwise provided in this Lease.

39. Integration. All exhibits and other attachments, if any, to this Lease are a part of this Lease, as if set out again in this Lease. This Lease constitutes the entire Lease between and among the parties as to the matter set out in it, and all prior negotiations and discussions, memoranda, correspondence, and communications are merged into and extinguished by this Lease; provided, however, that nothing in this Lease shall be held to merge into this Lease any other written document described in this Lease, nor any Subdivision or Development Agreement among any of the parties, unless this Lease expressly identifies such other written document or agreement and states that this Lease supersedes such other document or agreement.

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

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

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

Copy to: City of McCall

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LESSEE:

Timothy McGahey

STATE OF _____)
: ss
County of _____)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy McGahey, known to me or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)

Notary Public

Jill McGahey

STATE OF _____)
: ss
County of _____)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Jill McGahey, known to me or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)

Notary Public

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Exhibit A

DROULARD LAND SURVEYING, INC.

JOEL W. DROULARD, PRES.
Professional Land Surveyor

POST OFFICE BOX 69
McCALL, IDAHO 83838

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

November 6, 2006

McCALL MUNICIPAL AIRPORT **HANGER SOLUTIONS, LLC**

A parcel of land situate in the East 1/4 of the Southwest 1/4 of Section 16, T. 18 N., R. 3 E., B.M., City of McCall, Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the South 1/4 Corner of Section 16, T. 18 N., R. 3 E., B.M., City of McCall, Valley County, Idaho; thence, N. 00° 36' 51" E., 14.80 feet along the east boundary of the E1/2 of said Section 16; thence, N. 89° 23' 09" W., 12.00 feet; thence, N. 00° 36' 51" E., 801.25 feet to the REAL POINT OF BEGINNING:

Thence, continuing N. 00° 36' 51" E., 42.50 feet,
Thence, N. 89° 23' 09" W., 36.00 feet,
Thence, S. 00° 36' 51" W., 42.50 feet,
Thence, S. 89° 23' 09" E., 36.00 feet to the Point of Beginning, containing 1,530 square feet, more or less.

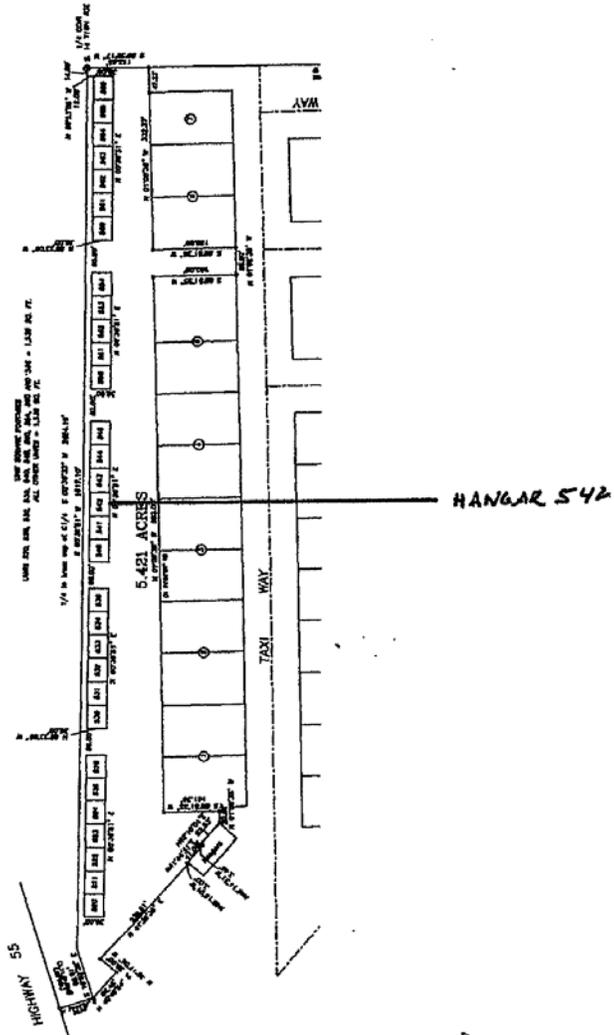


Hangar 542

HANGAR 542 GENERAL AVIATION LEASE

GENERAL AVIATION LEASE

Exhibit B



b

Hangar 542

HANGAR 542 GENERAL AVIATION LEASE

EXHIBIT C

Special Additional Terms

No special additional terms.

EXHIBIT D

**Minimum Standards for
Commercial Operators**

Does not apply.

HANGAR 542 GENERAL AVIATION LEASE

EXHIBIT E AIRPORT RULES AND REGULATIONS

8-16-1: DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

COUNCIL: The city council of McCall, Idaho.

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

FAA: Federal aviation administration.

FAR: Federal aviation regulation.

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

HANGAR 542 GENERAL AVIATION LEASE

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

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

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

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

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

RSA: Runway safety area.

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

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

TSA: Transportation security administration.

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

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

8-16-2: AIRPORT RULES; GENERAL:

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

HANGAR 542 GENERAL AVIATION LEASE

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

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

8-16-3: GROUND RULES:

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

HANGAR 542 GENERAL AVIATION LEASE

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

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

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

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

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

8-16-7: FEES:

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

HANGAR 542 GENERAL AVIATION LEASE

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

In the event the airport agrees to an activity for which there is not an appropriate license, agreement or lease, airport management will make a recommendation through the airport advisory committee to the city council for the terms, conditions and rates.
 2. **Airport Fees, Rents, And Charges:** It is the goal of the airport to be as self-supporting as possible, in accordance with FAA airport grant assurances. The system of rates and charges is developed to reflect fair compensation for the use of the facility by all users (see airport website for current rates).
 3. **Lease Assignments:** If any of the noncommercial hangar land lessees propose a commercial operation, then they will be required to fill out a complete new lease application and have the commercial operation reviewed by the airport advisory committee and approved or denied by city council.

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

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

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

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

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

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

HANGAR 542 GENERAL AVIATION LEASE

6. Through the Fence (TTF) Agreements:

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

HANGAR 542 GENERAL AVIATION LEASE

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

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

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

HANGAR 542 GENERAL AVIATION LEASE

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

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

HANGAR 542 GENERAL AVIATION LEASE

EXHIBIT F AIRPORT RATES AND CHARGES

Fuel Flowage Fees (per gallon)	\$0.08
Seasonal Tie-Down Rates (per month)(25% discount for paying six months in advance)	
Single Engine and Small Twin, T-tie-down areas	\$50
Twin Tie-Down row	\$75
Jet Row	\$200
Aircraft Parking	
Piston single & light piston twin, less than 6,000 pounds (per night)	\$5.00
Piston single & light piston twin, 6,000-12,500 pounds (after 4 hours)	\$5.00
Turbine-powered single/twin (after four hours)	\$10.00
Jet less than 12,500 pounds (after 4 hours)	\$30.00
Jet 12,500 pounds and greater (after 4 hours)	\$45.00
New Land Leases (annually, per sq. ft. base year 2018 adjusts annually effective October 1 according to the percentage increase of the Western Urban Consumer Price Index for the twelve calendar months prior and including the most recent month for which such an Index is available.)	
Covered	\$3.30
Bare	\$3.30
Landing Fees (per thousand pounds)max certificated gross takeoff weight	
less than 8,000 pounds	No charge
Based Aircraft 8,000 lbs.	\$1.10
Transient Group A,B,C, Category I & II greater 8,000 and greater	\$1.65
Category III and greater	\$2.75
all air ambulance and firefighting aircraft	No charge
Hangar Waiting List	\$500.00
Car Rental Fees (On airport and Picking up or dropping off at Airport)	10% of gross receipts
Lease Assignment Fee	Not to exceed \$1000 and not to exceed actual costs of personnel and expenses
Commercial Operator Permits not leasing from airport or subleasing from airport tenant	
Itinerant Commercial Operators	\$500.00 per year, landing fee @\$1.65 credited against first \$500.00
FAR Part 137 Ag Operators, except fire fighters	\$500.00 per month
Scheduled Part 135 <10 seats	\$1,000.00 per year, landing fee @ \$1.65
Vehicle (non-aircraft) Parking	
Daily rate	\$5.00
Vehicle operator leasing from airport or subleasing or receiving services from airport tenant. Monthly rate paid in advance	\$25.00
Vehicle operator neither leasing from airport nor subleasing nor receiving services from airport tenant. Monthly rate paid in advance	\$50.00
Snow Removal from Leased Space	
Automatic removal option - Fee per sq. ft.	\$0.01
As requested option, request received prior to 9am	\$0.01/sq. ft. +\$10.00
As requested-expedited option	\$0.15/sq. ft.

Fee Schedule as of October 1, 2017

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 20-121
Meeting Date April 23, 2020**

AGENDA ITEM INFORMATION

SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>Request for Approval of Resolution 20-08 to Auction Surplus Personal Property: Vehicles</i>		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course	ESM	Originator
COST IMPACT:	N/A	Parks and Recreation		
FUNDING SOURCE:	N/A	Airport		
		Library		
TIMELINE:	N/A	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

Idaho Code §67-5732A allows for the disposal of surplus personal property, provided that when sales will be offered to the public and sold to the highest responsible bidder, notice of such sale shall be published in the newspaper for at least two (2) weeks prior to such offering. Annually City staff identifies several items as surplus property. Consistent with prior years, the attached resolution authorizes the City Clerk to conduct a bid auction for the purposes of selling the surplus property to the highest bidder. The City has partnered with Public Surplus, an online auction to auction our surplus items.

The public auction on the Public Surplus auction website will be noticed in the Star-News for two consecutive weeks, April 30 and May 7, with the auction going live on May 11th and closing May 18th.

RECOMMENDED ACTION:

Adopt Resolution 20-08 authorizing the sale of surplus property and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION



City of McCall
RESOLUTION NO. 20-08

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

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

WHEREAS, certain items of personal property of the City have become worn out, obsolete, or are no longer needed by the City; and

WHEREAS, the City Council has deemed it unnecessary to maintain ownership of surplus personal property of the City specifically listed and described in Attachment A attached hereto and by this reference incorporated herein (“surplus property”); and

WHEREAS, the City Council, desires to dispose of the surplus property listed in Attachment A.

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

Section 1: The City Council finds and declares that the City no longer has a use for the surplus property listed and described in Attachment A.

Section 2: The City Council adopts the valuation of the surplus property listed and described in Exhibit A.

Section 3: The City Clerk is authorized and directed to partner with Public Surplus for the purposes of selling the surplus property to the highest bidder for cash after public notice.

Section 4: The City Clerk is authorized to donate or otherwise dispose of any item of surplus property if the bids on the surplus property are not in the best interest of the City, if no bids are received, or in the event that surplus property has no saleable value because of condition, obsolescence, or if the surplus property is inappropriate for use by the public.

Section 5: This Resolution shall take effect and be in force immediately upon its passage and approval.

Passed and approved this ___ day of _____ 20__.

By _____
Robert S. Giles, Mayor

ATTEST:

BessieJo Wagner, City Clerk

ATTACHMENT A

ITEM	Description	Make, Model, Serial #	Estimated Value
2002 Green Ford Explorer	4x4	VIN: 1FMZU72E82ZB20717	\$750
2003 White Ford Sport Track	4x4	VIN: 1FMZU77E33UC06850	\$1500
2000 White Ford Explorer	4x4 Sport Utility 4 door	VIN: 1FMZU72X6YZA12154	\$600
1994 Chevy XTRA Cab	4x4 Pickup	VIN: 1GCFK29K9RE297872	\$750

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 20-128
Meeting Date April 23, 2020

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>Request to Approve the Publication of the Summary of Ordinance 987 Updating McCall City Code Title 3 Chapter 19 Wireless Communication Facilities</i>		Mayor / Council		
		City Manager	ABS	
		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:	Effective May 1, 2020	Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT:				
<p>At the April 9 meeting, the City Council adopted a new chapter of the code would provide additional needed provisions for the types of wireless technology that have been reviewed in the past and set the stage for the anticipated innovation in this technology in the coming years. The Federal oversight of wireless communication siting is primarily based on three federal laws.</p> <p>The City Attorney drafted the attached summary.</p>				
RECOMMENDED ACTION:				
<p>Approve the publication of the Summary of Ordinance 987 Updating McCall City Code Title 3 Chapter 19 Wireless Communication Facilities and authorize the Mayor to sign all necessary documents.</p>				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			
April 9, 2020	Code Amendments presented, public hearing held and continued for adoption of summary.			

**A SUMMARY OF ORDINANCE NO. 987
PASSED BY THE CITY OF McCALL, IDAHO**

AN ORDINANCE OF THE CITY OF McCALL, VALLEY COUNTY, IDAHO ENACTING CHAPTER 19, *WIRELESS COMMUNICATION FACILITIES*, TO TITLE 3, *PLANNING AND ZONING*, OF THE McCALL CITY CODE, TO PROVIDE FOR THE PLACEMENT, DESIGN AND OPERATION OF WIRELESS COMMUNICATION FACILITIES CONSISTENT WITH THE McCALL AREA COMPREHENSIVE PLAN, PROMOTING THE SHARING OF FACILITIES, THE EFFICIENT USE OF LAND, AND ASSURING COMPATIBILITY WITH ADJACENT AND NEARBY LAND USE. AMENDING, ENACTING, OR DELETING THE FOLLOWING SECTIONS OF TITLE 3, *PLANNING AND ZONING*, OF THE MCCALL CITY CODE, TO-WIT: SECTION 3.2.02, MEANINGS OF TERMS OR WORDS, TO ADD DEFINITIONS FOR ANTENNA, PRIVATE; ANTENNA, PUBLIC ANTENNA; WIRELESS COLLOCATION; DECORATIVE POLE; PUBLIC RIGHT OF WAY; WIRELESS TELECOMMUNICATION FACILITY, MAJOR; WIRELESS COMMUNICATION FACILITY, SMALL SCALE; AND SECTIONS 3.3.02, 3.4.02, 3.5.02, 3.5.05, 3.6.02 USE REGULATIONS FOR RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND BUSINESS PARK AND PUBLIC USES, TO AMEND THE CATEGORY OF TOWER OR ANTENNA STRUCTURE, PRIVATE TO ANTENNA, PRIVATE; TO DELETE TOWER OR ANTENNA STRUCTURE, COMMERCIAL; AND TO ADD ANTENNA, PUBLIC; SMALL SCALE WIRELESS COMMUNICATION FACILITY; AND MAJOR WIRELESS COMMUNICATION FACILITY.

The principal provisions of the Ordinance

- Enact Section 3.19.01 *PURPOSE* stating the purpose of the ordinance is derived from the McCall Area Comprehensive Plan to ensure that communications services are provided in a manner that is compatible with the community character. Paragraph (B) 1 was amended to include the adjective, “appropriate” public locations.
- Enact Section 3.19.02 *GENERAL LOCATIONS* to identify the preferred locations for both major and small scaled wireless communication facilities; references the use tables for where facilities are allowed by zoning districts; prohibits facilities in the shoreline and scenic route overlay districts; and identifies where facilities are allowed in the public right of ways. The heading of this section was changed from “Location” to “General Locations” to distinguish it from locational standards that appear in the next section, Development Standards. The preference for locations in public zones was qualified to be as “where feasible and appropriate”.
- Enact Section 3.19.03 Development Standards to establish dimensional standards for both major and small scaled facilities, including associated equipment in the various locations where the facilities could be located: utility and light standards, building facades and roofs, and standalone monopoles. Standards are for height, projections, overall volume and setbacks. For monopoles, stealth design standards are required based on conditions of approval previously approved by the City. Location standards are also established to protect private property entrances, site distances and to ensure compatibility with both natural and built environments. “The color of the needles shall be complimentary to the

surrounding vegetation” was added to section (C) 2.e. A new provision (G) was added to require that structural integrity be maintained in any installation.

- Enact Section 3.19.04 Prohibitions which include: no towers with supporting legs or lattice; no locations of facilities between a habitable structure and a public street, trail, or park, and no use of decorative poles for facilities.
- Enact Section 3.19.05 Permits and Applications providing that design review is required for all installations and a conditional use permit for major facilities. For locations within the public right of way, a right of way permit is required from the Public Works Department.
- Enact Section 3.19.06 Operation, Modification and Abandonment setting standards for how these facilities should be operated and maintained including lighting, maintenance, modifications, and conditions for abandonment. “Stealth design features, including color and camouflage, shall also be maintained” was added to paragraph (B).
- Amend Section 3.2.02 MEANINGS OF TERMS OR WORDS adding new definitions for terms used in the new wireless communication regulations.
- Amend the Use Charts in Sections 3.3.02, 3.4.02, 3.5.02, 3.5.05 and 3.6.02 to add the categories: “wireless communication facility, major and minor” and revised and added categories of “antennas, private and public”.

The Ordinance contains sections for conflict repeal, validity and a savings clause.

The Ordinance shall take effect upon its passage, approval, and publication according to law.

The full text of the Ordinance is available for review at City Hall and will be provided by the City Clerk to any citizen upon personal request, or can be viewed on the City website at www.mccall.id.us.

APPROVED BY THE COUNCIL OF THE CITY OF McCall, IDAHO, THIS ____ DAY OF _____, 2020.

Approved:

By _____
Robert Giles, Mayor

ATTEST:

By _____
BessieJo Wagner, City Clerk

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 20-119
Meeting Date April 23, 2020**

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Approve the Agreement with Knife River Corporation for the Taxiway Relocation Project</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	\$ 0	Airport	RMS	Originator
FUNDING SOURCE:	100% FAA grant funded	Library		
TIMELINE:		Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

On April 8, 2020, sealed bids were opened for the Airport Taxiway Relocation Project AIP 27. Two proposers responded:

M.A. DeAtley	\$6,643,177.50
Knife River	\$6,633,584.00

Knife River Corporation was the lowest bidder at \$6,633,584.00. T-O Engineers has reviewed the bids and has recommended approval. The Federal Aviation Administration (FAA) also reviewed the bids and has approved. The agreement has been reviewed and approved by to the City Attorney. Funding will be provided by the FAA under AIP 27 at a 100% reimbursement rate. The Notice of Award and the Construction Agreement are attached.

This agreement will provide the construction work portion of the project. Construction will consist of demolition of existing pavement, earthwork, drainage, electrical systems, fence work, and rebuilding a new taxiway 300 feet east of the current taxiway. Construction is expected to commence on July 6th, with an estimated completion in mid-October. The project will be completed in 5 phases to minimize impact on airport users, including the US Forest Service. Coordination with all airport users will continue during the construction.

RECOMMENDED ACTION:

Approve the Agreement with Knife River Corporation for the Taxiway Relocation Project and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

NOTICE OF AWARD

Date of Issuance:

Owner: City of McCall Owner's Contract No.: FAA/AIP No. 3-16-0023-027-2020
Engineer: T-O Engineers Engineer's Project No.: 180357
Project: McCall Municipal Airport Contract Name: Relocate Parallel Taxiway A
Bidder: Knife River Corporation – Mountain West
Bidder's Address: 5450 W. Gowen Road
Boise, Idaho 83709

TO BIDDER:

You are notified that Owner has accepted your Bid dated April 8, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Bid Schedule A: Relocate Parallel Taxiway A
[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$6,633,584.00

3 unexecuted counterparts of the Agreement accompany this Notice of Award.

3 sets of the Contract Documents and Drawings have been transmitted or made available to Bidder, or will be delivered separately.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreements the Contract Security (Payment and Performance Bonds) and Certificates of Insurance as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):
 - a. Award of this Contract is Subject to the approval of the Federal Aviation Administration.
 - b. The Contractor should be prepared to receive a Notice to Proceed with an effective date for commencement of construction on or about July 7, 2020.
 - c. Complete Public Works Contract Report (WH-5) and submit to Idaho State Tax Commission within thirty days of award.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: The City of McCall, Idaho

Authorized Signature

By: _____

Title: _____

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between The City of McCall, Idaho (“Owner”) and
Knife River Corporation – Mountain West (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Contract Name: Relocate Parallel Taxiway A

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Contract Name: Relocate Parallel Taxiway A
McCall Municipal Airport
City of McCall
McCall, Idaho
FAA/AIP Project No. 3-16-0023-027-2020

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by T-O ENGINEERS, 2471 S. Titanium Place, Meridian, ID 83642-6703.

3.02 The Owner has retained T-O ENGINEERS (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

The Work will be substantially completed and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions in accordance with following:

<u>Phase</u>	<u>Substantial Completion</u>	<u>Liquidated Damages per Calendar Day</u>
1	28 Calendar Days	\$2,000
1A	4 Calendar Days	\$2,000
2	21 Calendar Days	\$2,000
3	66 Calendar Days	\$2,000
4	2 Calendar Day	\$2,000

The days indicated are the number of days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount(s) specified in Paragraph 4.02 for each phase for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion of each phase until each phase of the Work is complete.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 26th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions and in the case of Unit Price Work based on the number of units completed.

1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract and in accordance with

Specification Section 007002 Federal Aviation Administration General Provisions, Section 90 - Measurement and Payment.

- a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. The Contractor is notified and accepts by execution of the Agreement, that progress payments may not be made for up to 60 (sixty) days from the date of approval of the payment request by the Owner.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06 and Specification Section 007002 Federal Aviation Administration General Provisions.

6.04 *Payments to Subcontractors*

- A. The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Contractor receives from the Owner. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Owner. This clause applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors. Failure by the Contractor to carry out these requirements shall be a material breach of the agreement.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 5 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as bearing the title: **McCall Municipal Airport, McCall, Idaho, Relocate Parallel Taxiway A**, dated March 2020, to include, but not limited to Contract Documents, Specifications, General Conditions, and Supplementary Conditions - Owner and consisting of divisions and pages, as listed in Table of Contents, dated March 2020, thereof, copy of Table of Contents attached as Exhibit 1.
 - 7. Drawings (not attached but incorporated by reference) bearing the title: **McCall Municipal Airport, McCall, Idaho, Relocate Parallel Taxiway A**, dated March 2020, consisting of sheets numbered 1 through 58, inclusive, as listed in Index of Drawings, copy of Index of Drawings attached as Exhibit 2.

8. Addenda (Numbers One, Two, Three, and Four).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid attached as Exhibit 3.
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Contract Prevailing Wage Rates included in the Construction Documents, dated January 3, 2020.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. The Contractor, in consideration of securing the business of constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable becomes payable, agrees:
1. To pay promptly when due all taxes, (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term to this Agreement, whether or not the same shall be payable at the end of such term;
 2. That if the said taxes, excises, and licenses fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
 3. That, in the event of his default in the payment or securing of such taxes, excises, and licenses fees, to consent that the department, officer, board, or taxing unit entering into this Agreement may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said Contractor is liable.
- B. Pursuant to the provisions of section 63-1504 of the Idaho Code, before final payment can be made, the Contractor shall furnish to the Owner, evidence that he has paid all taxes, excises, and license fees due to the state and its taxing units, due and payable during the term of the contract for such construction, and that he has secured all such taxes, excises, and license fees liability for the payment of which has accrued during the term of such contract, notwithstanding they may not yet be due or payable.
- C. Work shall not commence until Pre-Construction Conference has been held at a mutually agreed to time and place.

- D. The Contractor shall not commence work on the project until receipt of the Notice to Proceed. Contract time shall commence on the effective date of the Notice to Proceed.
- E. No work shall be authorized prior to the execution of the FAA Grant Offer and approval by the FAA of the accepted offer.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of McCall, Idaho _____

Knife River Corporation – Mountain West _____

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

**McCALL MUNICIPAL AIRPORT
McCALL, IDAHO**

Relocate Parallel Taxiway A

**FAA/AIP Project No. 3-16-0023-027-2020
March 2020**

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**McCALL MUNICIPAL AIRPORT
McCALL, IDAHO**

Relocate Parallel Taxiway A

**FAA/AIP Project No. 3-16-0023-027-2020
March 2020**

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53	FENCE PLAN AND DETAILS	
54	WINDCONE AND SEGMENTED CIRCLE PLAN	
55	AIRFIELD ELECTRICAL (1)	STA 61+00 TO 72+00
56	AIRFIELD ELECTRICAL (2)	STA 72+00 TO 83+00
57	ELECTRICAL DETAILS	
58	ELECTRICAL DETAILS (2)	

BID FORM

MCCALL MUNICIPAL AIRPORT

Relocate Parallel Taxiway A

CONTRACT IDENTIFICATION

FAA/AIP No. 3-16-0023-027-2020

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to Owner: **CITY OF MCCALL, IDAHO
216 E. PARK STREET
MCCALL, IDAHO 83638**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>3/18/2020</u> ✓
<u>2</u>	<u>3/27/2020</u> ✓
<u>3</u>	<u>4/3/2020</u> ✓
<u>4</u>	<u>4/7/2020</u> ✓

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. The Bidder currently possesses or will be able to obtain the appropriate Idaho Public Works Contractor's License prior to award and execution of contract.
- L. All Subcontractors currently possess or will be able to obtain the appropriate Idaho Public Works Contractor's License prior to award and execution of contract.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 BIDDER will complete the Work per the prices established in the attached Bid Schedules:

BID SCHEDULE SUMMARY

Title	Description	Total Price
Bid Schedule A	Relocate Parallel Taxiway A	\$ <u>6,633,584.00</u>

Total Bid Price All Schedules \$ 6,633,584.00
Six Million, Six Hundred Thirty Three Thousand, Five Hundred Eighty Four Dollars $\frac{00}{100}$

Bidder acknowledges that (1) each bid unit price includes an amount considered by bidder to be adequate to cover contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of bids, and final payment for all unit price bid items will be based on actual quantities, determined as provided in the contract documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security in the form of a cashier's check, or certified check, or a Bid bond;
 - B. Bid Schedule A;

- C. Supplemental Equipment Rate Schedule;
- D. Identification of Subcontractors required to be identified in this Bid, "Designation of Subcontractors and Suppliers", Exhibit I;
- E. "Non-Collusion Affidavit", Exhibit II;
- F. "Joint Venture Statement", Exhibit III (if applicable);
- G. "Disadvantaged Business Enterprise Utilization", Exhibit IV;
- H. "Letter(s) of Intent", Exhibit V;
- I. "Certificate of Buy American Compliance for Manufactured Products", Exhibit VI;
- J. "Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions", Exhibit VII;
- K. Bidder's Idaho Public Works Contractors License No. 033799-U-1-2-3 _____; or a written covenant to obtain such license prior to award and execution of contract.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Knife River Corporation - Mountain West

By:

[Signature]



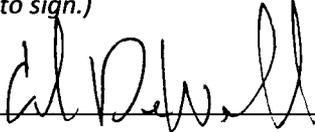
[Printed name]

Jesse Rosin

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]





[Printed name]

Calvin DeWall

Title:

Authorized Agent

Submittal Date:

4/8/2020

Address for giving notices:

5450 W Gowen Road

Boise, ID 83709

Telephone Number:

(208) 362-6152

Fax Number:

(208) 562-5045

Contact Name and e-mail address:

Mark Standerfer

mark.standerfer@kniferiver.com

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McCALL MUNICIPAL AIRPORT
AIP 3-16-0023-027-2020
BID SCHEDULE A
RELOCATE PARALLEL TAXIWAY A

Item No.	Item Description	Specification Section	Unit Measure	Estimated Quantity	Unit Price	Total Price
1.	Safety Compliance @ Two Hundred Sixty Thousand Dollars $\$ 200,000.00$	013523	L.S.	1	250,000.00	250,000.00
2.	Contractor Quality Control @ Two Hundred Thousand Dollars $\$ 200,000.00$	014516	L.S.	1	200,000.00	200,000.00
3.	Dust Control @ twenty five thousand dollars and zero cents	015600	L.S.	1	25,000.00	25,000.00
4.	Temporary Air and Water Pollution, Soil Erosion and Siltation Control (C-102)	015723				
	A) SWPPP Preparation and Implementation @ ten thousand dollars and zero cents		L.S.	1	10,000.00	10,000.00
	B) Fiber Wattle @ four dollars and zero cents		L.F.	972	4.00	3,888.00
	C) Concrete Truck Washout Pit @ one thousand five hundred dollars and zero cents		EA.	1	1,500.00	1,500.00
5.	Mobilization @ One Million Dollars $\$ 1,000,000.00$	017113	L.S.	1	1,000,000.00	1,000,000.00
6.	Contractor Surveys @ fifty thousand dollars and zero cents	017123	L.S.	1	50,000.00	50,000.00
7.	Topsoiling (T-905)	311413				
	A) Topsoiling - Salvage and Replace 3-inches @ zero dollars and eighty five cents		S.Y.	128,200	0.85	108,970.00
	B) Wetland Topsoiling - Salvage and Replace 6-inches @ two dollars and sixty cents		S.Y.	16,500	2.60	42,900.00
8.	Excavation/Embankment (P-152)	312313				
	A) Unclassified Excavation, Off-Site Disposal @ thirteen dollars and zero cents		C.Y.	60,351	13.00	784,563.00
	B) Unclassified Excavation Placed as Embankment @ two dollars and fifty cents		C.Y.	13,235	2.50	33,087.50
	C) Unsuitable Excavation, Off-Site Disposal @ five dollars and zero cents		C.Y.	10,000	5.00	50,000.00
	D) Dewatering @ ten thousand dollars and zero cents		L.S.	1	10,000.00	10,000.00
9.	Preparation/Removal of Existing Pavements (P-101)	320110				
	A) Sawcut Pavement @ one dollar and zero cents		L.F.	2,074	1.00	2,074.00
	B) Remove Asphalt Pavement by Rotomilling @ one dollar and fifty cents		S.Y.	64,450	1.50	96,675.00
	C) Remove Pavement Markings @ three dollars and zero cents		S.F.	1,672	3.00	5,016.00
	D) Removal of Pipe and Other Drainage Structures @ twenty five thousand dollars and zero cents		L.S.	1	25,000.00	25,000.00
	E) Removal of Aircraft Tie-Down Anchors @ one hundred dollars and zero cents		EA.	27	100.00	2,700.00
	F) Abandon Aircraft Tie-Down Anchors @ seven hundred fifty dollars and zero cents		EA.	6	750.00	4,500.00
10.	Subbase Course (P-154)	321116				
	A) Subbase Course @ fifty dollars and zero cents		C.Y.	9,317	50.00	465,850.00
	B) Suitable Fill Material @ ten dollars and zero cents		C.Y.	10,000	10.00	100,000.00
	C) Separation Geotextile @ one dollar and zero cents		S.Y.	16,500	1.00	16,500.00
11.	Crushed Aggregate Base Course (P-209) @ sixty dollars and zero cents	321123	C.Y.	9,317	60.00	559,020.00

McCALL MUNICIPAL AIRPORT
AIP 3-16-0023-027-2020
BID SCHEDULE A
RELOCATE PARALLEL TAXIWAY A

Item No.	Item Description	Specification Section	Unit Measure	Estimated Quantity	Unit Price	Total Price
12	Tack Coat (P-603)					
	@ three dollars and zero cents	321213	Gal.	4,512	\$3.25	\$14,664.00
13.	Asphalt Mix Pavement (P-401)					
	@ one hundred dollars and zero cents	321216	TON	17,170	\$100.00	\$1,717,000.00
14.	Pavement Marking (P-620)					
	A) Temporary Yellow Paint With Glass Beads	321723				
	@ one dollar and ten cents		S.F.	7,335	\$1.10	\$8,068.50
	B) Permanent Yellow Paint With Glass Beads					
	@ one dollar and zero cents		S.F.	7,335	\$1.00	\$7,335.00
15.	Wildlife Exclusion Fence (P-164)					
	A) Install 10-foot Wildlife Fence	323113				
	@ twenty four dollars and zero cents		L.F.	4,188	\$24.00	\$100,512.00
	B) Install 10-foot Wildlife Vehicle Gate					
	@ two thousand dollars and zero cents		EA.	1	\$2,000.00	\$2,000.00
	C) Install 10-foot Wildlife Ditch Lift Gates					
	@ seven hundred fifty dollars and zero cents		EA.	2	\$750.00	\$1,500.00
	D) Remove and Dispose of Existing Fence					
	@ four dollars and zero cents		L.F.	4,401	\$4.00	\$17,604.00
16.	Hydroseeding (T-901)					
	@ one thousand two hundred fifty dollars and zero cents	329219	ACRE	30	\$1,250.00	\$37,500.00
17.	Utility Coordination					
	@ two thousand dollars and zero cents	330800	L.S.	1	\$2,000.00	\$2,000.00
18.	New Fire Hydrant Installation					
	@ fourteen thousand dollars and zero cents	331100	L.S.	1	\$14,000.00	\$14,000.00
19.	Pipe for Storm Drains and Culverts (D-701)					
	A) 6-inch HDPE Corrugated Edge Drain Outlet Pipe	334200				
	@ eighteen dollars and zero cents		L.F.	893	\$18.00	\$16,074.00
	B) 12-inch Class V RCP					
	@ fifty dollars and zero cents		L.F.	706	\$50.00	\$35,300.00
	C) 18-inch Class V RCP					
	@ eighty dollars and zero cents		L.F.	1,068	\$80.00	\$85,440.00
	D) 24-inch Class V RCP					
	@ one hundred twenty dollars and zero cents		L.F.	58	\$120.00	\$6,960.00
	E) 30-inch Class V RCP					
	@ one hundred forty dollars and zero cents		L.F.	1,099	\$140.00	\$153,860.00
	F) 36-inch Class V RCP					
	@ two hundred dollars and zero cents		L.F.	28	\$200.00	\$5,600.00
	G) 12-inch Concrete Flared End with Grate					
	@ one thousand six hundred dollars and zero cents		EA.	6	\$1,600.00	\$9,600.00
	H) 18-inch Concrete Flared End with Grate					
	@ one thousand nine hundred dollars and zero cents		EA.	15	\$1,900.00	\$28,500.00
	I) 24-inch Concrete Flared End with Grate					
	@ two thousand three hundred dollars and zero cents		EA.	1	\$2,300.00	\$2,300.00
	J) 30-inch Concrete Flared End with Grate					
	@ two thousand eight hundred dollars and zero cents		EA.	4	\$2,800.00	\$11,200.00
	K) Rip Rap					
	@ eighty five dollars and zero cents		S.Y.	271	\$85.00	\$23,035.00
20.	6-inch HDPE Corrugated Type SP Perforated Underdrain (D-705)					
	@ seventeen dollars and zero cents	334616	L.F.	13,172	\$17.00	\$223,924.00

McCALL MUNICIPAL AIRPORT
AIP 3-16-0023-027-2020
BID SCHEDULE A
RELOCATE PARALLEL TAXIWAY A

Item No.	Item Description	Specification Section	Unit Measure	Estimated Quantity	Unit Price	Total Price
21.	Manholes, Catch Basins, Inlets, and Inspection Holes (D-751)	334913				
	A) 48-inch Irrigation/Storm Drain Manhole Structure		EA.	1	\$3,500.00	\$3,500.00
	@ three thousand five hundred dollars and zero cents					
	B) 60-inch Irrigation/Storm Drain Manhole Structure		EA.	4	\$5,700.00	\$22,800.00
	@ five thousand seven hundred dollars and zero cents					
	C) 72-inch Irrigation/Storm Drain Manhole Structure		EA.	2	\$6,500.00	\$13,000.00
	@ six thousand five hundred dollars and zero cents					
	D) Drop Inlet Structure, Type B		EA.	1	\$3,500.00	\$3,500.00
	@ three thousand five hundred dollars and zero cents					
	E) 6-inch Edge Drain Outlet Headwall Structure		EA.	13	\$750.00	\$9,750.00
	@ seven hundred fifty dollars and zero cents					
	F) Core Existing Inlet		EA.	6	\$200.00	\$1,200.00
	@ two hundred dollars and zero cents					
	G) Adjust Sewer Manhole		EA.	1	\$2,000.00	\$2,000.00
	@ two thousand dollars and zero cents					
22.	Airport Wind Cones (L-107)	344107				
	A) Install New Wind Cone (L-807)		EA.	1	\$13,000.00	\$13,000.00
	@ thirteen thousand dollars and zero cents					
	B) Remove Existing Windcone and Segmented Circle		L.S.	1	\$2,000.00	\$2,000.00
	@ two thousand dollars and zero cents					
	C) Install New Segmented Circle		L.S.	1	\$40,000.00	\$40,000.00
	@ forty thousand dollars and zero cents					
	D) Gravel Maintenance Pad		S.Y.	2,972	\$8.00	\$23,776.00
	@ eight dollars and zero cents					
23.	Underground Power Cables for Airports (L-108)	344108				
	A) #8 5kV Lightning Cable		L.F.	2,424	\$2.75	\$6,666.00
	@ two dollars and seventy five cents					
	B) #6 Counterpoise		L.F.	1,640	\$2.00	\$3,280.00
	@ two dollars and zero cents					
24.	Electrical Duct (L-110)	344110				
	A) 2-inch PVC or HDPE, 1-way Direct Earth Burial		L.F.	1,640	\$7.70	\$12,628.00
	@ seven dollars and seventy cents					
	B) 2-inch PVC or HDPE, 4-way Concrete Encased		L.F.	401	\$44.00	\$17,644.00
	@ forty four dollars and zero cents					
25.	Install Junction Can (L-115)	344115	EA.	11	\$770.00	\$8,470.00
	@ seven hundred seventy dollars and zero cents					
26.	Installation of Airport Lighting Systems (L-125)	344125				
	A) Electrical Demolition		L.S.	1	\$11,000.00	\$11,000.00
	@ eleven thousand dollars and zero cents					
	B) Relocate Existing Lighted Sign (L-858)		EA.	1	\$4,000.00	\$4,000.00
	@ four thousand dollars and zero cents					
	C) Relocate Existing Unlighted Sign (L-858)		EA.	1	\$3,500.00	\$3,500.00
	@ three thousand five hundred dollars and zero cents					
	D) New Unlighted Sign (L-858)		EA.	10	\$4,500.00	\$45,000.00
	@ four thousand five hundred dollars and zero cents					
	E) Retroreflective Markers (L-853)		EA.	193	\$50.00	\$9,650.00
	@ fifty dollars and zero cents					
	F) Relocate Existing Power Service H-Frame		EA.	1	\$6,000.00	\$6,000.00
	@ six thousand dollars and zero cents					

TOTAL BID SCHEDULE A

6,633,584.00

CONTRACTOR'S SUPPLEMENTAL EQUIPMENT RATE SCHEDULE

Project: Relocate Parallel Taxiway A

**Airport: McCall Municipal Airport
 FAA/AIP Project No. 3-16-0023-027-2020**

Equipment Operating Rates (with Operator) for Contractor Force Account Work:

		<u>Make/Model/Description</u>	<u>Hourly Rate</u>
1.	Dozers	CAT D6	\$142.50
		CAT D8	\$236.25
2.	Backhoes	CAT416	\$115.00
		JD 410	\$115.00
3.	Tractors	330 EXCAVATOR	\$166.25
		345/450 EXCAVATOR	\$187.50
4.	Loaders	JD 644	\$136.90
		CAT 950	\$136.90
5.	Scrapers: ___ c.y.		
	___ c.y.		
6.	Compactors	815 SOIL COMPACTOR	\$162.50
		SD70 (MED) DIRT	\$123.00
7.	Trucks: 10 c.y.	END DUMP	\$148.75
	20 c.y.	TRUCK AND PUP	\$162.00
	___ c.y.		
	water		
8.	Generator	IR-21-65KW	\$88.00/\$16.00
		101-200KW	\$36.00
9.	Paver	CAT PAVER 655	\$233.75
		CAT PAVER 1055	\$233.75
10.	Asphalt Milling Equipment		
11.	Pulverizer		
12.	Motor Grader	CAT BLADE 140/143	\$140.60
		CAT BLADE 14H/M	\$182.50
13.	Rollers	SD120 LARGE ASPHALT	\$123.75
		SD70 MED DIRT	\$110.00
14.	Compressor	AIR COMPRESSOR	\$21.00
15.	Other		

Form shall be filled in at the time of bid submittal or an itemized rate schedule of the Contractor's equipment may be attached in lieu of completion of the form. Hourly rates for equipment shall include OWNERSHIP, OPERATING COST AND OPERATOR.

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BID BOND

BIDDER (Name and Address):

Knife River Corporation - Mountain West
5450 W. Gowen Road
Boise, ID 83709

SURETY (Name and Address of Principal Place of Business):

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (Name and Address):

City of McCall
216 E Park Street
McCall, ID 83638

BID

BID DUE DATE: April 8, 2020
PROJECT (Brief Description Including Location):
McCall Municipal Airport Relocate Parallel Taxiway A, FAA/AIP No. 3-16-0023-027-2020

BOND

BOND NUMBER: Bid Bond
DATE: (Not later than Bid Due Date): April 8, 2020
PENAL SUM: Five Percent of Amount Bid (5%)

IN WITNESS WHEREOF, Surety and Bidder intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER
Knife River Corporation - Mountain West
Bidder's Name and Corporate Seal
By: [Signature]
Signature and Title
Jesse Rosin - Authorized Agent

SURETY
Liberty Mutual Insurance Company (Seal)
Surety's Name and Corporate Seal
By: [Signature]
Signature and Title
Heather R. Goedel
(Attach Power of Attorney) Attorney-in-Fact

Attest: [Signature]
Signature and Title
Witness

Attest: [Signature]
Signature and Title
Witness

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

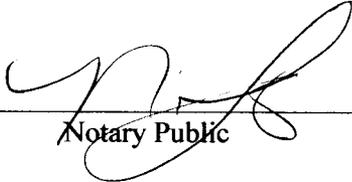
IMPORTANT--Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
 2. Default of Bidder shall occur upon the failure of Bidder to deliver, within the time required by the Bidding Documents, the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
 3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2. All bids are rejected by Owner, or
 - 3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default, required in Paragraph 4 above, is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
 7. Any suite or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
 8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth as length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
 11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.
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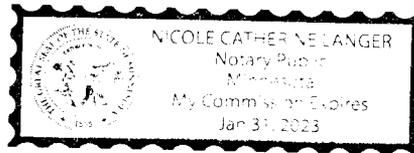
Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 8th day of April 2020, before me personally came Heather R. Goedtel, to me known, who being by me duly sworn, did depose and say that he is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name to it by like order.



Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202635-190003

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig, Brian D. Carpenter, Kelly Nicole Enghauser, Heather R. Goedtel, Michelle Halter, Jessica Hoff, Nicole Langer, Craig Olmstead, Laurie Pflug

all of the city of Bloomington state of Minnesota each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of November, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of November, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of April, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

INDEX OF ADDITIONAL BID FORMS

Designation of Subcontractors and Suppliers, Exhibit I

Non-Collusion Affidavit, Exhibit II

Joint Venture Statement, Exhibit III

Disadvantaged Business Enterprise Utilization, Exhibit IV

Letter of Intent, Exhibit V

Certificate of Buy American Compliance for Manufactured Products, Exhibit VI

Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions, Exhibit VII

DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS

Project: Relocate Parallel Taxiway A

**Airport: McCall Municipal Airport
 FAA/AIP Project No. 3-16-0023-027-2020**

Each bidder shall set forth below: (a) The name and the location of the place of business of each subcontractor and supplier who will perform work or labor or render service or provide materials or equipment to the Contractor in or about the construction of the work; and (b) The portion of the work which will be done by each subcontractor or provided by each supplier.

Idaho Code Section 67-2310 requires subcontractors who will perform plumbing, HVAC work, or electrical work to be named on the bid of the general contractor. The Contractor shall not name more than one subcontractor for each work item. If the Contractor intends to perform plumbing, HVAC work, or electrical work under the provisions of his own license, he shall name himself providing he is properly licensed.

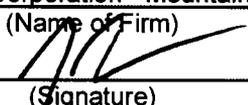
The Contractor shall not, without written consent of the Engineer, make any substitution, alterations, or additions to the following list of subcontractors or suppliers which is made a material part of this BID.

The following is a complete list of the proposed Subcontractors and Suppliers: (Attach additional sheets if necessary.)

<u>Type of Work</u>	<u>Name and Address</u>	<u>Approximate Amount of Subcontract or Value of Materials</u>	<u>Idaho Public Works Contractor License No.</u>	<u>DBE: Yes/No</u>
Plumbing	NA			
HVAC	NA			
Electrical	JOHNSON ELECTRICAL CONTRACTING PO Box 942 LEWISCON, ID	\$ 181,405.00	16602-A-4	NO

 4/8/2020
 (Date)

 Knife River Corporation - Mountain West
 (Name of Firm)


 (Signature)

 Jesse Rosin - Authorized Agent
 (Title)

NON-COLLUSION AFFIDAVIT

Project: Relocate Parallel Taxiway A

Airport: McCall Municipal Airport
FAA/AIP Project No. 3-16-0023-027-2020

Bidder's Name

Knife River Corporation - Mountain West

Address 5450 W Gowen Road
Boise, ID 83709

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The Prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.



Knife River Corporation - Mountain West
(Firm Name)

4/8/2020
(Date)

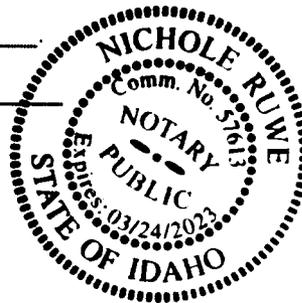
(Signature of Responsible Officer)

(SEAL OF CORPORATION)

Jessee Rosin - Authorized Agent
(Title)

Subscribed and Sworn to before me, this 8th day of April, 2020. My Commission Expires 3/24/2023

Nichole Ruwe
(Notary Public)



JOINT VENTURE STATEMENT

Project: Relocate Parallel Taxiway A

**Airport: McCall Municipal Airport
FAA/AIP Project No. 3-16-0023-027-2020**

PROJECT: _____)
STATE OF _____) SS:
COUNTY OF _____)

We, undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The following named Contractors have entered into a joint venture for the purpose of carrying out all the provisions of the above project:

- N/A*
- a. _____ An Individual
 A Partnership
 A Corporation
- b. _____ An Individual
 A Partnership
 A Corporation
- c. _____ An Individual
 A Partnership
 A Corporation

2. The Contractors, under whose names we have affixed our respective signatures, have duly authorized and empowered us to execute this Joint Venture Statement in the name of and on behalf of such Contractors for the purpose hereinbefore stated.

3. Under the provisions of such joint venture, the assets of each of the Contractors name in Paragraph 1 hereof, and in case any Contractor so named above is a partnership, the assets of the individual members of such partnership, will be available for the performance of such joint venture and liable therefore and for all obligations incurred in connection therewith.

4. This Joint Venture Statement is executed so that the named Contractors, as one organization, may, under such joint venture, bid upon said Contract, and be awarded the contract if they should become the successful bidder therefore. Any bid, bond and agreement relating to said Contract shall be executed by any of the undersigned, and when so executed shall bind this joint venture and each and every Contractor named herein severally and jointly. Simultaneous with the execution of the Contract, the Contractors entering into this joint venture shall designate and appoint a Project Supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the work set forth in said Contract.

5. We bind the Contractors for whom we respectively execute this Joint Venture Statement in firm Agreement with _____ (Owner), that each of the representations herein set forth is true.

(Firm Name)

(Signature of Responsible Officer)

(Title)

Subscribed and Sworn to before me, this (a) _____ day of _____, 20____.

By _____
(Print Name)

Notary Public

My Commission expires _____

(Firm Name)

(Signature of Responsible Officer)

(Title)

Subscribed and Sworn to before me, this (a) _____ day of _____, 20____.

By _____
(Print Name)

Notary Public

My Commission expires _____

(Firm Name)

(Signature of Responsible Officer)

(Title)

Subscribed and Sworn to before me, this (a) _____ day of _____, 20____.

By _____
(Print Name)

Notary Public

My Commission expires _____

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

Project: Relocate Parallel Taxiway A

**Airport: McCall Municipal Airport
FAA/AIP Project No. 3-16-0023-027-2020**

This project does not have a contract goal for participation by Disadvantaged Business Enterprises (DBE) for construction. Nothing in this determination is to be construed to prohibit or discourage the Contractor from utilizing DBE subcontractor participation on the project.

The Bidder is committed to a minimum 0 % DBE utilization on this project.

Contractor Knife River Corporation - Mountain West

State Registration No. 32-0554490

By 
(Signature)

Jessee Rosin - Authorized Agent
(Name and Title)

Address 5450 W Gowen Road
Boise, ID 83709

Telephone (208) 362-6152

LETTER OF INTENT

Project: Relocate Parallel Taxiway A

Airport: McCall Municipal Airport
FAA/AIP Project No. 3-16-0023-027-2020

(Provide a separate Letter of Intent for each DBE subcontractor.)

Name of Bidder's Firm: Knife River Corporation - Mountain West

Bidder's Address: 5450 W Gowen Road

City: Boise State: ID Zip: 83709 Telephone: (208) 362-6152

Name of DBE Firm: _____

Address: NONE SELECTED AT TIME OF BID

City: _____ State: _____ Zip: _____ Telephone: _____

Attach a copy of most recent letter from DBE certifying agency confirming DBE certification and listing in an approved DBE Directory for each DBE subcontractor.

Description of work to be performed by DBE firm by Bid Item and Bid Schedule.

<u>BID SCHEDULE</u>	<u>BID ITEMS</u>	<u>\$ VALUE</u>

Bidder intends to utilize the above-named minority firm for the work described above. The estimated total value of work is \$ _____.

DBE Confirmation for Participation in the Contract as Stated above for the Amount Indicated.

<u>Authorized Signature</u>	<u>Name of DBE Firm</u>	<u>Date</u>

If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

Project: Relocate Parallel Taxiway A

**Airport: McCall Municipal Airport
FAA/AIP Project No. 3-16-0023-027-2020**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States, or;
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product.
3. To furnish US domestic product for any waiver request that the FAA rejects.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety);
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture;
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

4/8/2020
Date


Signature

Knife River Corporation - Mountain West
Company Name

Jessee Rosin - Authorized Agent
Title



**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND
FELONY CONVICTIONS**

Project: Relocate Parallel Taxiway A

**Airport: McCall Municipal Airport
FAA/AIP Project No. 3-16-0023-027-2020**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1. The applicant represents that it is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. The applicant represents that it is is not is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability, that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

4/8/2020
Date

Knife River Corporation - Mountain West
Company Name


Signature

Jessee Rosin - Authorized Agent
Title



BIDDERS LIST INFORMATION

Project: Relocate Parallel Taxiway A

**Airport: McCall Municipal Airport
FAA/AIP Project No. 3-16-0023-027-2020**

- The OWNER is required to create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts.
- The bidders list is used to determine the number of firms that are participating, or attempting to participate on DOT-assisted contracts.
- The bidders list must include all firms that bid on prime contracts or bid or quote subcontracts on DOT-assisted projects, including both DBE and non-DBE firms.
- The bidders list provides a valuable measure of available DBE subcontractors and will be used to set realistic overall DBE goals.

Provide the following information for ALL firms from which you received a bid or quote. Copy the form as needed to provide data for ALL firms. Submit with Bid Documents.

Firm Name: Washington Green Hydroseeding, Inc	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: PO Box 3018, Pasco, WA 99302	
Contact Name and Title: Lance Hobson / Manager	
Year Firm Was Established: 2012	
Annual Gross Receipts (check one): <input checked="" type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: Hydroseeding, Mulch, Tackifier, Seed	

Firm Name: Allwest Testing & Engineering	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: 255 N Linder Rd #100, Meridian, ID 83642	
Contact Name and Title: Brian Shelter, Project Manager	
Year Firm Was Established: 2007	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input checked="" type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: Testing	

Firm Name: Syman LLC	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: 2101 Delta Drive, Nampa, ID 83687	
Contact Name and Title: Rob Reese, Estimator	
Year Firm Was Established: 2006	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input checked="" type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: Erosion Control	

Firm Name: J.E.C LLC	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: PO Box 1512, Meridian, ID 83680	
Contact Name and Title: Jason Jones, Owner	
Year Firm Was Established: 2015	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input checked="" type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: Erosion Control	

BIDDERS LIST INFORMATION

Project: Relocate Parallel Taxiway A

**Airport: McCall Municipal Airport
FAA/AIP Project No. 3-16-0023-027-2020**

- The OWNER is required to create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts.
- The bidders list is used to determine the number of firms that are participating, or attempting to participate on DOT-assisted contracts.
- The bidders list must include all firms that bid on prime contracts or bid or quote subcontracts on DOT-assisted projects, including both DBE and non-DBE firms.
- The bidders list provides a valuable measure of available DBE subcontractors and will be used to set realistic overall DBE goals.

Provide the following information for ALL firms from which you received a bid or quote. Copy the form as needed to provide data for ALL firms. Submit with Bid Documents.

Firm Name: Curtis Clean Sweep	DBE: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Address: PO Box 44112, Boise, ID 83711	
Contact Name and Title: Cory Zubizaretta	
Year Firm Was Established: 1958	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input checked="" type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: Pavement Markings	

Firm Name: Ferguson Waterworks	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: 452 N Locust Grove Rd, Meridian, ID 83642	
Contact Name and Title: Mike Groeniger Jr., Estimator	
Year Firm Was Established: 50+ years	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input checked="" type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: Pipe Supplier	

Firm Name: Lucky Acres Fencing, Inc.	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: 24974 Chukar Lane, Lewiston, ID 83501	
Contact Name and Title: Kyle Bradbury, Estimator	
Year Firm Was Established: 2011	
Annual Gross Receipts (check one): <input checked="" type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: Fencing	

Firm Name: Boise River Industries	DBE: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Address: 5200 Bethel Street, Boise, ID 83706	
Contact Name and Title: Tony Smith, Estimator	
Year Firm Was Established: 2012	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input checked="" type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: Fencing	

BIDDERS LIST INFORMATION

Project: Relocate Parallel Taxiway A

**Airport: McCall Municipal Airport
FAA/AIP Project No. 3-16-0023-027-2020**

- The OWNER is required to create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts.
- The bidders list is used to determine the number of firms that are participating, or attempting to participate on DOT-assisted contracts.
- The bidders list must include all firms that bid on prime contracts or bid or quote subcontracts on DOT-assisted projects, including both DBE and non-DBE firms.
- The bidders list provides a valuable measure of available DBE subcontractors and will be used to set realistic overall DBE goals.

Provide the following information for ALL firms from which you received a bid or quote. Copy the form as needed to provide data for ALL firms. Submit with Bid Documents.

Firm Name: Westline Fence, LLC	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: PO Box 28, Moreland, ID 83256	
Contact Name and Title: Lennie Pincock, Owner	
Year Firm Was Established: 2013	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input checked="" type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: Fencing	

Firm Name: Pavement Surface Control	DBE: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Address: 9312 W. 10th Ave, Kennewick, WA 99336	
Contact Name and Title: Matt McDaniel, Estimator	
Year Firm Was Established: 1974	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input checked="" type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: Pavement Markings	

Firm Name: Veasy Seeding, Inc.	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: 2691 S. Groom Way, Meridian, ID 83642	
Contact Name and Title: Pat Veasy, Owner	
Year Firm Was Established: 1998	
Annual Gross Receipts (check one): <input checked="" type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: Seeding	

Firm Name: Inland Northwest Precast	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: 5516 North Starr Road, Newman Lake, WA 99025	
Contact Name and Title: Brock Materne, Estimator	
Year Firm Was Established: Unknown	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: Irrigation Pipe Supplier	

BIDDERS LIST INFORMATION

Project: Relocate Parallel Taxiway A

**Airport: McCall Municipal Airport
FAA/AIP Project No. 3-16-0023-027-2020**

- The OWNER is required to create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts.
- The bidders list is used to determine the number of firms that are participating, or attempting to participate on DOT-assisted contracts.
- The bidders list must include all firms that bid on prime contracts or bid or quote subcontracts on DOT-assisted projects, including both DBE and non-DBE firms.
- The bidders list provides a valuable measure of available DBE subcontractors and will be used to set realistic overall DBE goals.

Provide the following information for ALL firms from which you received a bid or quote. Copy the form as needed to provide data for ALL firms. Submit with Bid Documents.

Firm Name: Hanes Geo Components	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: 20824 77th Ave South, Kent, WA 98032	
Contact Name and Title: Rachel Stricker, Sales Representative	
Year Firm Was Established: 1973	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input checked="" type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote:	

Firm Name: Valley Illuminators	DBE: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Address: PO Box 64095, Tacoma, WA 98464	
Contact Name and Title: Polly Valley, Owner	
Year Firm Was Established: Unknown	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: Airport Material Supplier	

Firm Name: B. Jackson Construction	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: 4188 West Nike Drive, West Jordan, UT 84088	
Contact Name and Title: Zack Schiffman, Estimator	
Year Firm Was Established: 2011	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input checked="" type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: Rotomilling	

Firm Name: PR Systems	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: 8351 30th Ave NE, Lacey, WA 98516	
Contact Name and Title: John Galloway, Estimator	
Year Firm Was Established: 2000	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input checked="" type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: Pavement Removal	

BIDDERS LIST INFORMATION

Project: Relocate Parallel Taxiway A

**Airport: McCall Municipal Airport
FAA/AIP Project No. 3-16-0023-027-2020**

- The OWNER is required to create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts.
- The bidders list is used to determine the number of firms that are participating, or attempting to participate on DOT-assisted contracts.
- The bidders list must include all firms that bid on prime contracts or bid or quote subcontracts on DOT-assisted projects, including both DBE and non-DBE firms.
- The bidders list provides a valuable measure of available DBE subcontractors and will be used to set realistic overall DBE goals.

Provide the following information for ALL firms from which you received a bid or quote. Copy the form as needed to provide data for ALL firms. Submit with Bid Documents.

Firm Name: SSEC Apex Inc	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: 6190 N Sunshine St, Coeur d'Alene, ID 83815	
Contact Name and Title: Andy Rewinkle, Owner	
Year Firm Was Established: 2020	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input checked="" type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: Hydroseeding	

Firm Name: Idaho Fence	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: 2430 W Seltice Way, Post Falls, ID	
Contact Name and Title: Richard Hietz, Estimator	
Year Firm Was Established: 1995	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input checked="" type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: Fencing	

Firm Name: Northwest Landscape	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: PO Box 868, Emmett, ID 83617	
Contact Name and Title: Brian, Estimator	
Year Firm Was Established: 2010	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input checked="" type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: Landscaping	

Firm Name: Northwest Linings & Geotextile Products	DBE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Address: 20824 77th Ave South, Kent, WA 98032	
Contact Name and Title: Rachel Stricker, Sales Representative	
Year Firm Was Established: 20+ years	
Annual Gross Receipts (check one): <input type="checkbox"/> less than \$500,000; <input type="checkbox"/> \$500,000 to \$1 Million; <input type="checkbox"/> \$1 to \$2 Million; <input type="checkbox"/> \$2 to \$5 Million; <input type="checkbox"/> \$5 to \$10 Million; <input checked="" type="checkbox"/> more than \$10 Million	
Work Items Represented in the Quote: Geotextile, Fabric	

Brad Little
Governor

State of Idaho
Division of Building Safety
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

033799 - UNLIMITED - 1-2-3
License Number

03/09/2018
Original License Issued

This is to certify that

KNIFE RIVER CORPORATION - MOUNTAIN WEST

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 03/31/2021



Licensee Signature



Chris L. Jensen, Administrator

CERTIFICATE

I, Karl A. Liepitz, hereby certify that I am the duly elected and qualified Assistant Secretary of Knife River Corporation – Mountain West, a Delaware corporation; and I further certify that, pursuant to a resolution adopted by Written Consent of the Board of Directors dated May 22, 2019, the persons named below have been duly elected, have qualified and are officers of the Company holding the offices set forth opposite their respective names:

David C. Barney	Chair of the Board and Chief Executive Officer
Zachary W. O'Kelley	President
Nancy K. Christenson	Treasurer and Chief Financial Officer
Daniel S. Kuntz	General Counsel and Secretary
Calvin R. DeWall	Region Controller and Assistant Secretary
Karl A. Liepitz	Assistant Secretary

I further certify that the following is a true and correct copy of Section 5.13 of the Bylaws of Knife River Corporation – Mountain West, which sets forth the powers of the officers to execute documents; and that said Bylaw Section is presently in full force and effect:

5.13 Execution of Instruments. All deeds, bonds, mortgages, notes, contracts and other instruments shall be executed on behalf of the Corporation by the Chairman of the Board, the Chief Executive Officer, the President, any Vice President or Assistant Vice President, the General Counsel, any other officer who performs a policy-making function (such as administration, operations, accounting, or finance) or such other officer or agent of the Corporation as shall be duly authorized by the Board of Directors. Any officer or agent executing any such documents on behalf of the Corporation may do so (except as otherwise required by applicable law) either under or without the seal of the Corporation and either individually or with an attestation, according to the requirements of the form of the instrument. If an attestation is required, the document shall be attested by the Secretary or an Assistant Secretary or by the Treasurer or an Assistant Treasurer or any other officer or agent authorized by the Board of Directors. When authorized by the Board of Directors, the signature of any officer or agent of the Corporation may be a facsimile.

IN WITNESS WHEREOF, I have hereunto set my hand on October 23, 2019.



Karl A. Liepitz, Assistant Secretary

March 14, 2018

Re: Appointment of Agents - Power of Attorney

To Whom It May Concern:

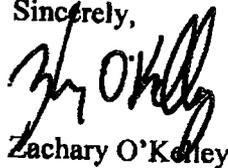
Pursuant to a Board resolution adopted by the Board of Directors of Knife River Corporation – Mountain West, I am authorized, as President, to designate certain individuals as agents of Knife River Corporation – Mountain West who shall be authorized, in the name and on behalf of Knife River Corporation – Mountain West, to execute and deliver construction contracts, subcontracts, agreements, documents, and other instruments with governmental authorities (federal, state, county, or local), with general contractors or subcontractors, and with private parties.

I hereby designate each of the following individual(s) an agent of Knife River Corporation – Mountain West, and each of them is authorized and empowered to execute and deliver documents, including but limited to, construction contracts, subcontracts, prime contractor proposals, subcontractor proposals, competitive bids for projects, price quotations or bids for materials, lien releases, and other related agreements, documents, and instruments with governmental authorities (federal, state, county, or local), with general contractors or subcontractors, and with private parties, in the name and on behalf of Knife River Corporation – Mountain West:

Norm Avery
Jim Lauteren
David Midtlyng
Jessee Rosin

This authorization letter is effective and in full force and effect, until modified.

Sincerely,



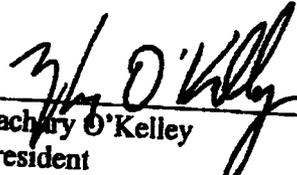
Zachary O'Keley
President

Knife River Corporation - Mountain West

STATE OF IDAHO

COUNTY OF ADA

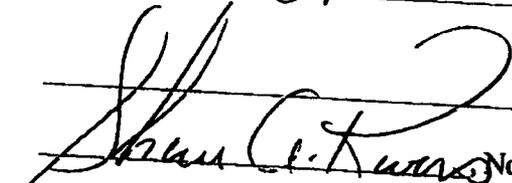
Zachary O'Kelley, being first duly sworn, deposes and says that he is the President for Knife River Corporation – Mountain West; that the execution of this instrument is the act and deed of the Corporation, that he has read the foregoing document and knows the contents thereof, and that the statements herein are true.



Zachary O'Kelley
President
Knife River Corporation – Mountain West

Subscribed and sworn to before me on March 14th, 2018.





Sherri A. Rivers Notary Public
Ada County, Idaho

My commission expires: 7/22/2019

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 20-129
Meeting Date April 23, 2020

AGENDA ITEM INFORMATION

SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>Request to Adopt an Ordinance Updating McCall City Code Title 2 Building Regulations – CA-19-03</i>		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development	MG	Originator
		Police Department		
		Public Works		
		Golf Course		
<i>A PUBLIC HEARING Continued</i>		Parks and Recreation		
COST IMPACT:	n/a	Airport		
FUNDING SOURCE:	n/a	Library		
TIMELINE:	Effective May 1, 2020	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

Title 2 BUILDING REGULATIONS of the McCall Municipal Code sets forth the requirements for building and construction within the McCall Area. The purpose of the updates to Title 2 are to incorporate the most recent provisions of state building codes and simplify the process for adoption of future changes; codify existing practices; adopted new provisions as determined necessary by the Building Official and others involved in the review of building and construction; improve consistency with other provisions of the municipal code; and generally, clarify, simplify and update the title. A summary of the changes is attached.

On March 3, 2020, the McCall Area Planning and Zoning Commission held a public hearing, considered the ordinance and recommended to the City Council and County Commissioners that the ordinance be approved. The City Attorney drafted and reviewed the attached Title 2 Ordinance.

RECOMMENDED ACTION:

1. Continue the public hearing.
2. Close the public hearing
3. Suspend the rules and Read by title only, one-time only Ordinance ____.
4. Adopt Ordinance No ____, Updating McCall City Code Title 2 Building Regulations, approve the publication of the summary, and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION
April 9, 2020	Title 2 presented, public hearing opened and continued to April 23.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF McCALL, VALLEY COUNTY, IDAHO, AMENDING TITLE 2 CHAPTER 1 CLARIFYING APPLICABILITY THROUGHOUT THE McCALL AREA, CLARIFYING THE APPLICABILITY AND EXEMPTIONS TO BUILDINGS AND CONSTRUCTION, DEFINING AGRICULTURAL STRUCTURES, BUILDING OFFICIAL, AND STRUCTURE, SIMPLIFYING ADOPTED CODES, ADDITIONS TO SNOW REQUIREMENTS, ELECTRICAL WIRING REQUIREMENTS, AND LIQUEFIED PETROLEUM GAS (LPG) SYSTEM REQUIREMENTS, ESTABLISHING MAINTENANCE STANDARDS; AMENDING TITLE 2 CHAPTER 2 RELATED DUTIES OF THE BUILDING OFFICIAL AND COORDINATION WITH OTHER PERMITS, REMOVING EXPIRATION OF SEWER SERVICE AND WATER CONNECTION PERMITS, SETTING REGULATIONS FOR DRAINAGE, FLOOD CONTROL, UTILITIES AND STREET IMPROVEMENTS, ESTABLISHING WHEN A CERTIFICATE OF OCCUPANCY SHALL BE ISSUED, ADDRESSING PERMITS ISSUED BY THE REVIEW AND APPROVAL PROCESS CONTAINED IN McCALL CITY CODE TITLE 3, PROVIDING PURPOSE, RESPONSIBILITY, CONTENTS AND PROCEDURES OF THE PLANNING REPORT; AMENDING TITLE 2 CHAPTER 3 ADMINISTRATION, DESIGNATING BUILDING OFFICIAL, ESTABLISHING PROGRESS INSPECTIONS, INCLUDING VALLEY COUNTY LIMITATIONS OF RESPONSIBILITY, ESTABLISHING MEMBER TERMS AND DUTIES, DIRECTING THE CITY CLERK, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That Title 2 Chapter 1 of the McCall City Code is hereby AMENDED as follows:

**Chapter 1
APPLICABLE CODES**

2.1.010: PURPOSE:

2.1.020: AUTHORITY:

2.1.030: SHORT TITLE:

2.1.040: PERMITS REQUIRED:

2.1.050: SCOPE; APPLICABILITY AND EXEMPTIONS:

2.1.060: DEFINITIONS:

2.1.070: ADOPTION OF CODES:

2.1.080: AMENDMENTS AND ADDITIONS TO CODES:

~~2.1.090: PROVIDING FOR CERTIFIED COPIES:~~

~~2.1.100: FIRE ZONES:~~

~~2.1.110: OCCUPANCY EXCEPTIONS TO FIRE ZONE 2:~~

~~2.1.120: ADDITIONAL ELECTRICAL WIRING REQUIREMENTS:~~

~~2.1.130090: PERMIT FEES:~~

2.1.010: PURPOSE:

The purpose of this Title is to promote the public health, safety and welfare, to provide city officials with an adequate means of monitoring development, and to provide certain minimum standards and requirements to safeguard life, limb, health, property and public welfare by regulating and controlling the design, construction, erection, alteration, moving, demolition, quality of materials, use, occupancy and maintenance of all buildings and ~~structures~~ construction within the ~~“planning Jurisdiction” of the city, as defined by section 3.4.020 of this code~~ McCall Area including the City jurisdiction and the McCall Area of City Impact, except as specifically exempted by this Title. (Ord. 640, 5.12.1994, eff. 5.19.1994)

2.1.020: AUTHORITY:

This Title is enacted pursuant to the authority in chapter 41 IDAHO BUILDING CODE ACT of Title 39 HEALTH AND SAFETY, chapter 13 PLATS AND VACATIONS of Title 50 MUNICIPAL CORPORATIONS, and chapter 65 LOCAL LAND USE PLANNING of Title 67 STATE GOVERNMENT AND STATE AFFAIRS, Idaho Code. (~~Ord. 640, 5.12.1994, eff. 5.19.1994~~)

2.1.030: SHORT TITLE:

This Title shall be known as the MCCALL AREA BUILDING CODES REGULATIONS (~~Ord. 640, 5.12.1994, eff. 5.19.1994~~)

2.1.040: PERMITS REQUIRED:

It shall be unlawful for any person to do, or cause or permit to be done, after April 5, 1976, whether acting as principal, agent or employee, any construction, improvement, extension, alteration or demolition of any building, residence or structure, coming under the purview of this ~~æet~~ Title, within the ~~planning jurisdiction of the city of~~ McCall Area without first procuring a permit authorizing such work to be done. (~~Ord. 640, 5.12.1994, eff. 5.19.1994~~)

2.1.050: APPLICABILITY AND EXEMPTIONS:

~~(A)~~ The provisions of this Title shall apply to all buildings and construction within the ~~planning Jurisdiction of the city of~~ McCall Area except as follows ~~otherwise herein provided~~:

~~(B) Structures used primarily for industrial chemical process purposes and for mineral extraction and mineral processing purposes shall be exempt from this Title except for erection and fabrication of new structures and equipment as required therein to condition the building for personal comfort and safety. "Equipment" in this regard shall mean, and shall be limited to: facilities or installations for heating, ventilation, air conditioning, refrigerating facilities associated with air conditioning, elevators, dumbwaiters, escalators and boilers and pressure vessels associated with building heating systems.~~

~~(A)~~ (B) Equipment used primarily for industrial chemical process purposes and for mineral extraction and mineral processing purposes. This exemption shall not include the erection and fabrication of new boilers, pressure vessels and other equipment as required to condition the building for personnel comfort and safety. Equipment in this regard shall mean and shall be limited to facilities or installations for heating, ventilating, air conditioning, refrigerating

equipment, elevators, dumbwaiters, escalators, and boilers and pressure vessels associated with building heating systems.

- (B) Modular buildings that are constructed in the state of Idaho for installation on building sites outside the state; provided however, that no modular building shall be installed on a building site in the state of Idaho until it has been approved and bears the insignia of approval of the Idaho State division of Building Safety as being in compliance with the requirements set forth in chapter 43, Title 39, Idaho Code.
- (C) Temporary facilities ~~shall be exempt from this Title except modular buildings, mobile/manufactured homes and commercial coaches, all as defined 39, Idaho Code as defined in section 39.4105, Idaho Code.~~
- (D) ~~Farms, as defined in section 39.4105, Idaho Code, shall be exempt from this Title except~~ Agricultural structures, except modular buildings, mobile/manufactured homes and commercial coaches, as defined in section 39.4105, Idaho Code, and except buildings intended for human habitation. (Ord. 773, 12.12.2002, eff. 1.1.2003)

2.1.060: DEFINITIONS:

Definitions set out in Idaho Code section 39-4105 shall apply to the same words used in this Title, except as otherwise expressly defined in this Title. As used in this Title, the terms defined in this section shall have the following meanings, unless the context clearly indicates another meaning:

AGRICULTURAL STRUCTURE: Any structure (see definition of Structure) that is related to or used in the science, business or art of cultivating soil, producing crops, and/or raising livestock.

~~BUILDING: Any structure used or intended for supporting or sheltering any use or occupancy. "Building" does not include a manufactured home-commercial coach, recreational vehicle, camping trailer, motor home, travel trailer, fifth wheel camper or truck camper. all as defined in Idaho Code section 39.4105. Nothing in this definition shall be taken to imply authorization of a use other than of the temporary nature intended for a unit of that kind, of a commercial coach, recreational vehicle, camping trailer, motor home, travel trailer, fifth wheel camper or truck camper.~~

~~BUILDING ENVELOPE: the footings, foundations, exterior walls, roof and any other part of the building, such as, but not limited to, eaves and decks, projecting beyond any of the foregoing.~~

~~BUILDING INSPECTOR: The person employed by the city as the "building official" designated by the international building code.~~

BUILDING OFFICIAL: The person designated with authority to administer the *MCCALL AREA BUILDING REGULATIONS* and as the person identified as "Building Inspector" in Idaho Code

BUILDING SITE: Any lot, tract, parcel or subdivision of land, either public or private, upon which a building is placed or is to be placed.

~~**CONSTRUCTION:** The erection, fabrication, reconstruction, demolition, alteration, conversion or repair of a building (other than in kind), or the installation of equipment in it normally a part of the structure.~~

EQUIPMENT: Facilities or installations, including, but not limited to, heating, ventilating, air conditioning and refrigeration facilities or installations, and elevators, dumbwaiters, escalators, boilers and pressure vessels and ski lifts, but not including telecommunications facilities.

HUMAN HABITATION: When used in respect to temporary facilities, means a space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet compartments, storage or utility space and similar areas are not considered space for human habitation.

~~**MANUFACTURED HOME:** A structure meeting the definition of manufactured home set out in section 39.4105, Idaho Code.~~

~~**MODULAR BUILDING:** Any building which encloses factory installed structural, mechanical, electrical or plumbing systems, which systems are not open to inspection at the building site, and which is made or assembled in manufacturing facilities, on or off the building site, for installation, or assembly and installation, on the building site; "modular building" does not include manufactured home (formerly known as mobile home or trailer house).~~

~~**PERSON:** A natural person, corporation, partnership, trust, society, club, association or other organization.~~

STRUCTURE: Anything constructed or erected, the use of which requires location on the ground or attachment to something having a fixed location on the ground. Among other things, structures include buildings, mobile homes with a permanent foundation, manufactured homes, modular building, walls, fences, decks, patios, satellite dishes, billboards, fuel tanks, refuse enclosures, and piers or any other construction erected to connect docks to the shore; "structure" does not, for purposes of setbacks from the lot lines, include:

- (A) Paths, steps, and sidewalks of less than forty-nine inch (49") width; and driveways from access streets to automotive vehicle storage areas;
- (B) In-ground patios;
- (C) Detached planter boxes, walls not more than thirty inches (30") in height, or other landscaping features, which landscaping features are not more than thirty inches (30") above the natural terrain, or lot line fences except as otherwise provided in section 3.7.023 of this Title; and
- (D) Docks and retaining walls otherwise permitted by Title 3 PLANNING AND ZONING.

STRUCTURE SIZE: The square footage of all floors, conditioned and unconditioned, and habitable attics, and including covered porches, decks, and other useable areas under roofs as

measured to the outside of the exterior walls; excluding eaves unless intended to cover useable space.

~~TELECOMMUNICATIONS FACILITIES: All wires, cables, equipment, apparatus or other installations necessary to furnish service, by which there is accomplished or may be accomplished, the sending or receiving of information, data, message writing signs, signals, pictures and sounds of all kinds, by aid of such wires, cables, equipment, apparatus or other installations, but shall not include the habitable structure in which such telecommunications facilities are housed.~~

~~TEMPORARY FACILITY: A structure designed and constructed to service actual construction projects and which is completely removed upon completion of the project. This structure shall not be a place of employment or human habitation and does not include those A temporary facility does not include a residential occupancy or temporary structures used for the protection of the public around and in conjunction with construction work. (Ord. 773, 12.12.2002, eff. 1.1.2003)~~

2.1.070: ADOPTION OF CODES:

~~The following codes, as amended by section 2.1.080 of this chapter, shall apply to all areas within the planning jurisdiction of the city of McCall, Idaho:~~

As adopted, amended and excluded by the State of Idaho Division of Building Safety, the following codes shall apply to the McCall Area. These codes may be superseded by successive versions as they are adopted or approved by the State of Idaho and shall become effective the first of January following the effective date of the state adoption, unless another date is specified in state statute.

- ~~(A) International Building Code: The international , edition, prepared by the International Code Council, Inc., as adopted by the state of Idaho or the Idaho , together with any amendments or revisions to the Building Code made by the Idaho Building Code Board through the negotiated rulemaking process, is adopted.~~
- ~~(B) International Residential Code, including Appendix R *Tiny Homes*. The 2012 international residential code (IRC) including appendices A, B, C, and D, mechanical parts V and VI and appendices, prepared by the International Code Council, Inc., as adopted by the Idaho building code board, together with any amendments or revisions made by the Idaho building code board through the negotiated rulemaking process, is adopted.~~
- ~~(C) International Energy Conservation Code. The 2012 international energy conservation code (IECC), prepared by the International Code Council, Inc., together with any amendments or revisions made by the Idaho building code board through the negotiated rulemaking process, is adopted.~~
- ~~(D) Uniform Code for Abatement of Dangerous Buildings: The uniform code for of dangerous, 1991 edition, published by the International Conference of Building Officials.~~

~~(E) International Mechanical Code: The 2012 (IMC) including appendix A, prepared by the International Code Council, Inc., together with any amendments or revisions made by the Idaho heating, ventilation, and air conditioning board through the negotiated rulemaking process, is adopted.~~

Reserved

~~(G) Life Safety Code: The life safety code, National Fire Protection Association code number 101.2000, published by the National Fire Protection Association.~~

~~(H) National Fire Protection Code: National fire protection code sections as follows:~~

~~NFPA 501.2000: Manufactured housing~~

~~NFPA 501.A.2000: Manufactured home installations~~

~~NFPA 58.2001: Storage and handling of liquefied petroleum gases liquefied gas code~~

~~NFPA 59.2001: Storage and handling of liquefied petroleum gases at utility gas plants~~

~~(I) National Electrical Code: The 2014 national electrical code (NEC), prepared by the National Fire Protection Association, together with any amendments or revisions made by the Idaho electrical board through the negotiated rulemaking process, is adopted.~~

~~(J) Uniform Code For Building Conservation: The uniform code for building conservation, 1994 edition, chapters 1, 2, 3, 4, 5, 6, and 7, without appendices, published by the International Conference Of Building Officials, as more fully provided in chapter 4 of this Title respecting historic buildings.~~

~~(K) Idaho Manufactured Home Installation Standards: Idaho manufactured home installation standard.~~

~~(L) Idaho State Plumbing Code: The 2012 Idaho state plumbing code (ISPC) including appendices A, B, D, E, I, and L (modeled after the 2009 uniform plumbing code) together with any amendments or revisions made by the Idaho plumbing board through the negotiated rulemaking process, is adopted.~~

~~(M) International Fuel Gas Code: The 2012 international fuel gas code (IFGC) including appendices A, B, C, and D, prepared by the International Code Council, Inc., together with any amendments or revisions made by the Idaho heating, ventilation, and air conditioning board through the negotiated rulemaking process, is adopted.~~

(F) National Electrical Code

(G) Idaho Manufactured Home Installation Standards

(H) Idaho State Plumbing Code

(I) International Fuel Gas Code

(J) International Fire Code

2.1.080: AMENDMENTS AND ADDITIONS TO CODES:

The following amendments are additional regulations for building and construction in the McCall Area:

~~(A) Automatic Fire Extinguishing Systems: Commercial and industrial buildings shall have automatic sprinkling devices as required by the international building code or international fire code, if the occupancy classification requires them, in the case of:~~

~~1. New construction; or~~

~~2. Remodeling if the value exceeds fifty thousand dollars (\$50,000.00) at the time of permit application, whether for the proposed project, or for the aggregate of its value together with the value of all other permits for the same building over the five (5) years immediately preceding the date of the current application; or~~

~~3. Change of use of an existing building to a more hazardous occupancy.~~

~~(B) Snow Load: The designed roof snow load shall be no less than one hundred fifty (150) pounds per square foot; or with an engineer's stamp and calculation. In no case shall the designed roof load or snow load shall be no less than one hundred twenty (120) pounds per square foot, as determined by sections 1607 and 1608 of the International Building Code, be less than one hundred twenty (120) pounds per square foot.~~

(B) Snow Country Requirements:

1. Ice Barrier: Self-adhering polymer modified bitumen sheet underlayment shall be installed as an underlayment on the entire roof unless prohibited by the roofing manufacturer's installation instructions.

2. Roof/ceiling Insulation: Roof/ceiling insulation shall be not less than R-49, or greater as required by the International Energy Efficiency Code.

a. Full height uncompressed R-49 insulation shall extend over the wall top plate at the eaves. (Trusses may require "energy heels" to accomplish this.)

b. Exception: Manufactured homes.

3. HVAC Equipment: Equipment located in attics shall be within the thermal envelope of the building.

2.1.090: PROVIDING FOR CERTIFIED COPIES:

~~Not less than copy of each of the codes enumerated in section 2.1.070 of this chapter, certified by~~

the city clerk, are to be on file for use and examination by the public in the office of the Building inspector.

~~2.1.100: FIRE ZONES:~~ (Rep. by Ord. 773, 12.12.2002, eff. 1.1.2003)

~~2.1.110: OCCUPANCY EXCEPTIONS TO FIRE ZONE 2:~~(Rep. by Ord. 773, 12.12.2002, eff. 1.1.2003)

~~2.1.120: ADDITIONAL ELECTRICAL WIRING REQUIREMENTS:~~

(C) Electrical Wiring Requirements:

The following additional electrical wiring requirements shall apply within the planning jurisdiction of the city:

~~(A)~~ 1. Commercial Buildings: All electrical wiring in new buildings which classify as commercial or building of public assembly in commercial, general commercial or central business districts according to the official zoning map shall be required to be in metal raceways, or other UL approved raceways.

~~(B)~~ 2. Public Assembly Areas: All electrical wiring in places of public assembly, including, but not limited to, schools, churches, fraternal orders, hospitals, rest homes, sanatoriums, exhibition or entertainment buildings, whether publicly or privately owned or operated, shall be in metal raceways, or other UL approved raceways.

~~(C)~~ 3. Exception to the Foregoing Provisions: Conductor operating at thirty (30) volts or less may be installed by any method.

~~(D)~~ Residential Buildings: Other new buildings constructed in commercial, general commercial, central business district and industrial zones used strictly as residential buildings and having not more than six (6) single family residences per structure need not have electrical wiring in metal raceways.

~~(E)~~ Meeting Rooms, Game Rooms, Etc.: Residential buildings constructed in commercial, general commercial, central business district and industrial zones of more than six (6) residential units or those having meeting rooms, game rooms, washrooms, laundry rooms or other rooms designed or designated as places of assembly for use by the tenants, residents or the general public shall have electrical wiring in metal raceways, or other UL approved raceways.

4. Electrical Wiring in Metal Raceways in Residential Buildings:

a. Electric wiring in metal raceways are not required in residential buildings when the building is (1) in a non-residential zoning district, (2) used exclusively for residential occupancy; and (3) has not more than six (6) single-family residences per structure.

~~(E) Residential buildings constructed in commercial, general commercial, central business district and industrial zones of more than six (6) residential units or those having meeting rooms, game rooms, washrooms, laundry rooms or other rooms designed or designated as places of assembly for use by the tenants, residents or the general public shall have electrical wiring in metal raceways, or other UL approved raceways. (Ord. 640, 5.12.1994, eff. 5.19.1994)~~

b. Electric wiring in metal or other UL approved raceways are required for residential buildings in non-residential zoning districts when either (1) the occupancy of the structure has more than six (6) residential units; or (2) the residential structure includes common areas such as: meeting rooms, game rooms, washrooms, laundry rooms, or other rooms designed or designated as places of assembly for use by the tenants, residents, or the general public.

(D) Liquefied Petroleum Gas (LPG) System Requirements: These requirements shall apply to all new liquefied petroleum gas (LPG) installations, including residential and commercial systems, and to existing installations when LPG service is reconnected after service is interrupted. LPG providers shall install systems following NFPA 54 & 58, including:

1. Two-stage regulator systems, or twin packing regulators underneath the tank lid, shall be installed on all LPG installations, with twin packing preferred.
2. The first stage regulator shall be installed under the hinged gauge cover supplied with the tank. The atmospheric pressure aperture of the regulator shall point downward. The first stage regulator shall be plumbed to the riser of the yard piping with a flexible riser to allow flexibility should tank shifting occur. The riser from the yard piping shall be located not more than 12 inches from the walls of the tank.
3. The second stage regulator and riser pipe shall be installed on the gable end of the building, in an approved location (flat roofs, bonnet roofs, etc.). The penetrating building nipple shall be schedule 80. The outside hookup to the nipple shall also be schedule 80. This riser shall be a flexible riser pipe and shall be securely supported/braced to the wall approximately ten (10) inches below the regulator to prevent bending of the pipe by lateral snow/ice loads.
4. A protective cover, approved by the gas supplier and the fire district, shall be installed over all second stage regulators/ or meters and riser piping, and securely supported to the ground or diagonally to the building wall.
5. The riser pipes for the yard piping shall not be embedded in concrete. Concrete placed around such riser shall be held back at least one inch (1") from all sides of the pipe.
6. Location of the centerline of LPG tanks shall be permanently marked using a snow stake. Such stake shall be of sufficient height to be visible through anticipated maximum snow depth at the respective location. Installation and maintenance of the snow stake is the responsibility of the LPG user.

7. Propane appliances shall not be permitted in any new installation in an attic or crawl space, effective May 1, 2020. Installation in an attic or crawl space will be allowed if combustible gas detection is built into a system that shuts down the supply of propane in the event of a leak.
8. A combustible gas detector shall be installed in the lowest livable level of any building with an LPG appliance at the time of installation. Maintenance of the combustible gas detector shall be the responsibility of the LPG user.
9. Propane tanks shall be kept clear of snow so that quick access can be made to turn off the propane in emergencies. Keeping snow clear of the tank shall be the responsibility of the LPG user.
10. The propane company, after installation of a propane system, shall submit an LPG permit application to the appropriate fire district. The permit application shall include an LPG system plot plan. The LPG plot plan shall include, but not limited to, the tank location, tank capacity in U.S. gallons, route of yard piping, location of the riser pipe at the building, property boundaries, an outline of all existing/proposed building on the lot and a depiction of the ridgeline of any building to be supplied with LPG. If service is interrupted and a new tank is being set, the LPG system plot plan shall be submitted to the local fire district, along with an LPG permit application.

(E) Materials For Roof Covering:

1. Class B or higher fire-retardant roofing is required for:
 - a. the entire roof covering of every new structure or addition;
 - b. any roof covering applied in the alteration, repair, or replacement of the roof of an existing structure; and
 - c. the entire roof covering of an existing structure where more than fifty percent (50%) of the total roof area is replaced within any one-year period.
 - d. An exception is where wood shakes/shingles are used, a Class A roofing assembly is required.
2. Roof and attic vents shall be located and designed to resist the intrusion of flame and embers into the attic.

(F) Maintenance During Construction: A written construction plan shall be prepared and submitted for approval by the city for all construction projects within the city or the area of city impact. A more detailed plan may be required for larger projects as specified by the action of the commission. A developer and all contractors working at the site shall take care to maintain the construction site and access roads in a manner protective of the public and surrounding property owners or residents. The plan shall address the following elements:

1. Traffic Control Signing: The plan shall describe the traffic control signing required, if any.

2. Construction Sign: A four by four foot (4 x 4') sign shall be constructed at the main entrance or on the major frontage street of the development advising the public of the name of the development, the name and phone number of both the general contractor and developer, and a twenty four (24) hour emergency number. See Chapter 9, SIGNS of this Title.
3. Notification of Damage To Infrastructure: Within twenty four (24) hours of notification by the city, repair and protect damaged service lines to prevent inflow, sedimentation, or other damage to the city's infrastructure. Service shall not be left in a damaged condition until service is restored to the property under construction.
4. Repair of Streets: Within forty-eight (48) hours of notification by the city, potholes in asphalt or gravel streets shall be filled and compacted with like material.
5. Final Repairs and Cleaning: Within seventy-two (72) hours of notification by the city:
 - a. Cuts in asphalt shall be permanently patched and rolled. Temporary patches may be approved if requested in writing with a permanent patch date given.
 - b. Paved areas shall be cleaned to remove dirt, mud, gravel, concrete and all other debris.
 - c. Sediment and debris shall be removed from any temporary B.M.P., catch basin, valley drain, gutter, or sand and grease trap to prevent further flow into any receiving stream.
6. Erosion and Sedimentation Control Plan: As determined to be needed by the Building Official, submit an erosion and sedimentation control plan to the city for review two (2) weeks prior to the beginning of construction. The plan shall have addressed periodic maintenance and response to precipitation events. If precipitation events create a situation requiring mud or snow removal, the city shall review the project site to define appropriate measures and timelines for maintenance activities.
7. Hours of Operation: Building construction or site work shall be limited to the hours of six o'clock (6:00) A.M. to ten o'clock (10:00) P.M. If construction is within one thousand feet (1,000') of a residential area, equipment operation shall be limited to the hours of seven thirty o'clock (7:30) A.M. to ten o'clock (10:00) P.M., and auxiliary construction lighting shall be limited to one hour before sunrise and one hour after sunset, unless otherwise approved by the administrator. On Sunday, the hours of operation are limited to nine o'clock (9:00) A.M. to six o'clock (6:00) P.M. Hours of operation may be extended with the approval of the city depending on natural events or other concerns which may require continuous operation.
8. Use of the Public-right-of ways:
 - a. Public Works Permit Required: Pursuant to section 8-2-9 of the MCC, all use of the public right of way shall require a Public Works permit.
 - b. Parking: Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along the street and sidewalks.
 - c. Storage On Public Streets: No equipment or materials shall be left, parked or stored in public rights of way without traffic control devices in place, including signage and

- flashing lights, in accordance with the manual on uniform traffic control devices, as amended. Equipment or materials which may impede traffic flow on a public right of way shall be removed or relocated within four (4) hours.
- d. From November 1 through April 30, no vehicles shall park within the public right of way, except in designated on-street parking areas.
9. Deliveries:
- a. Deliveries of construction materials and supplies, including concrete, may be regulated as to time (hours of operation, but not to exceed the hours of subsection 7. of this section), and routing.
- b. Deliveries shall not obstruct public streets or unreasonably interfere with the flow of traffic.
10. Pubic Protection:
- a. The public shall be protected from construction hazards within and adjacent to the public right of way.
- b. Orange safety fencing or other fencing materials shall be installed and maintained to prevent inappropriate pedestrian traffic from access to adjacent construction activity and to prevent damage to adjacent vegetation.
11. Access:
- a. Access to private property shall be maintained. In the event that access must be cut off, notification shall be given to affected property owners forty-eight (48) hours in advance explaining the construction and the time access will be restored. Access shall be restored no later than four thirty o'clock (4:30) P.M. each night and shall remain open until eight thirty o'clock (8:30) A.M. each morning.
- b. For dead end streets, one (1) lane of access shall be continuously provided for emergency vehicles.
12. Grading and Excavation: Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations.
13. Control of Dust And Mud: Sediment control structures, basins, silt fences, catch basin filters and other items contained in EPA pollution prevention plans or in any sediment control plan shall be maintained at all times. A program for the control of dust or other airborne debris shall be required. Provisions must be made to prevent the tracking of mud onto streets, and it will be required to remove any such mud daily. Placing gravel on egress and ingress areas of sites is a method to control mud and dust problems.
14. Stockpiling and Staging: In order to reduce the number of delivery trips to construction sites, the stockpiling of materials is required, with consideration of the space available on the property for stockpiling.

15. Sanitary Facility: Approved and regularly serviced temporary sanitary facility(ies) adequate for the number of workers shall be in place for use by contractor personnel. The location shall be appropriate to the site and not on the public right of way.
16. Trash Management: Construction sites shall provide adequate storage and a program for regular trash removal. Construction bins are encouraged on sites with adequate room for separation of materials. Burning of scrap wood or other materials or burying construction debris on site is not permitted, except in an approved container and with a current burning permit, if required.
17. Temporary Lighting: An approved lighting plan must be obtained from the administrator if any exterior, temporary lighting is necessary for construction.
18. Dogs: Dogs are prohibited at active construction sites unless under the Owner's voice or leash control at all times.
19. Area Restoration: In the event that the developer, builder or their contractors fail to protect and clean streets or public ways, including adjacent private property as is necessary to provide safe, unimpeded access to the public, the city may directly provide equipment, staff, or hire an outside contractor to restore the area. The direct cost for all associated work, along with the costs for staff time, consultants, contractors and attorney fees, if any, shall be paid for by the developer.
20. Protection and Restoration: Obtain all required permits and provide protection to all intermittent watercourses or streams and wetlands and return any disturbed areas to their original state.

2.1.130 090: PERMIT FEES:

A schedule of permit fees, including plan review fees, shall be set from time to time by resolution of the city council. The ~~Building Inspector~~ Official may require that a plan review fee be paid at the time of submitting plans and specifications for review. Where plans are incomplete or changed so as to require additional plan review, an additional plan review fee shall be charged, according to the schedule of permit fees. (~~Ord. 773, 12.12.2002, eff. 1.1.2003~~)

SECTION 2: That Title 2 Chapter 2 of the McCall City Code is hereby AMENDED as follows:

Chapter 2

RELATED DUTIES OF THE BUILDING INSPECTOR OFFICIAL AND COORDINATION WITH OTHER PERMITS

2.2.010: APPROACHES TO CITY STREETS, STATE HIGHWAYS: ACTIONS AND PERMITS REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT:

2.2.020: PERMITS FROM OTHER AGENCIES:

2.2.030 2.2.020: REGULATIONS RESPECTING DRAINAGE, FLOOD CONTROL, UTILITIES AND STREET IMPROVEMENTS:

2.2.040 2.2.030: ZONING AND SITE DEVELOPMENT:

2.2.050 2.2.040: PURPOSE: PLANNING REPORT:

2.2.060: RESPONSIBILITY:

2.2.070: CONTENTS OF A REPORT:

2.2.080: PROCEDURES:

2.2.010: APPROACHES TO CITY STREETS, STATE HIGHWAYS: ACTIONS AND PERMITS REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT:

(A) Prior to the issuance of a building permit, the Building Inspector Official shall require the installation of a driveway approach to the City streets, County roads or State highway that provides continuity of drainage along the right of way and that, where applicable, avoids damage to paving as required by the Public Works Director and any other Public Works permit, if required. (Ord. 640, 5.12.1994, eff. 5.19.1994)

2.2.020: PERMITS FROM OTHER AGENCIES:

(A) (B) Prior to issuance of a building permit, the Building Inspector Official shall require evidence of approval by other government agencies and utilities for installation of: 1) electric service, 2) water system (City, Central District Health or Department of Water Resources), 3) sewer system (Central District Health or Payette Lakes Water and Sewer District), 4) plumbing system (State plumbing inspector), 5) mechanical heating system (State plumbing or electrical inspector), and 6) approach to State highway or County road or City street, if applicable.

(B) (C) No building permit shall be issued under this Chapter unless issued simultaneously with the issuance of sewer and water connection permits and payment of trunk sewer and treatment plant connection charges and water connection charges, if any, for the same premises.

(C) Sewer service and water connection permits shall expire simultaneously with the expiration of building permits.

~~(D) No refund of trunk sewer and treatment plant connection charges or water connection charges shall be made after expiration of sewer service and water connection permits. Commencement of construction by the permittee or the performance of any service by the City as a result of the payment of such charges shall bar any refunds being made hereunder.~~

~~(E) (D) It shall be unlawful for any person to connect or energize any electrical installation or any other utility service to any building or structure coming under the provisions of this Title unless the necessary permit covering such installation has been issued. (Ord. 640, 5.12.1994, eff. 5.19.1994)~~

~~(E) Prior to the issuance of a building permit, no tree removal, clearing, grubbing, excavation, or other construction (including removal of any existing structures or improvements) shall be permitted beyond what is permitted in MCC 3.8.03.~~

2.2.030 2.2.020: REGULATIONS RESPECTING DRAINAGE, FLOOD CONTROL, UTILITIES AND STREET IMPROVEMENTS:

~~(A) The City Engineer shall review all applications for permits to determine whether the development is reasonably designed to avoid flooding other properties. If the development will potentially contribute to flooding, the proposed construction must:~~

~~(1) Be designed (or modified) to prevent flooding of other properties; and~~

~~(2) Use construction methods and practices that will minimize flood damage to other properties.~~

~~(B) The City Engineer shall review subdivision proposals and other proposed new development to assure that:~~

~~1. All such proposals are consistent with the need to minimize flood damage; and~~

~~2. All public utilities and facilities, such as sewer, gas, electrical and water systems are located, elevated and/or constructed to minimize or eliminate flood damage.~~

~~3. Appropriate natural, storm, and meltwater drainage and treatment facilities will be provided, to include provisions for natural, storm and meltwater drainage and treatment within street rights of way and other drainages on, abutting, and through the property, consistent with best management practices under state and federal storm and meltwater regulatory programs to which the city is subject, and consistent with other city programs in these regards, all as established to the satisfaction of the city engineer. Off site improvements necessary for interconnection may be required of the developer as a condition upon issuance of building permits and development shall be postponed until such improvements are provided by others. Nothing in this Title shall ever be construed to require the city to expend public funds not budgeted and appropriated for the purpose. With the approval of the city manager, the city engineer may waive immediate construction in connection with receipt by the city of an irrevocable commitment to participate in a local improvement district or other assurance of~~

~~future construction, where the contribution of the subject property to the problem being addressed is neither individually nor cumulatively more than minor.~~

~~(C) New or replacement water supply systems and/or sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwater into the systems and discharge from the systems into the floodwaters. On site waste disposal systems must be located so as to avoid impairment to them or contamination from them during flooding.~~

~~(D) The provisions of this section are in addition to, and not in lieu of, the floodplain chapter of Title 3⁺ of this code. (Ord. 712, 6.26.1997²)~~

(A) All development shall comply with all design and development requirements for drainage, flood control, utility installation, and street improvements set forth in this Title and in the provisions established in Title 8 PUBLIC WAYS AND PROPERTY and Title 9 SUBDIVISION AND DESIGN STANDARDS. The Building Official may require review by the City Engineer when deemed necessary to ensure compliance with these regulations.

(B) A Certificate of Occupancy shall not be issued until the project has satisfied the requirements for building codes, McCall City Code or Valley County Code, and stormwater drainage to the administrator's satisfaction.

2.2.0402.2.030: ZONING AND SITE DEVELOPMENT:

(A) Compliance with Regulations: No building permit shall be issued or authorized unless the work or project is in compliance with zoning and subdivision ordinances of the city as determined by the review and approval process contained in MCC Title 3 or Title 9.

~~(B) Planning Report: A planning report shall be prepared as provided in section 2.2.070 of this chapter.~~

~~(C) (B) Surveys and Site Plans;~~

- ~~1. If deemed necessary by the Building Official, Every applicant for a building permit application shall submit with the application an actual a stamped survey of the property showing the existing conditions and proposed improvement(s), prepared in a workmanlike manner and stamped by a surveyor.~~
2. The surveyor shall certify that the corners of the property have been recovered and marked so as to permit their ready view by the ~~h~~Building inspector Official. Such marking shall be maintained in good order by the owner until final completion of the building envelope.
3. The ~~h~~Building inspector Official may waive the requirement that the site plan be prepared by a surveyor when in the Building inspector Official's discretion, the ~~h~~Building inspector Official determines there is no possibility of encroachment into a setback.

4. The ~~Building inspector~~ Official may require the owner to employ the surveyor to stake the location of the setback lines on the property in the vicinity of the proposed construction, and all such setback stakes shall be preserved until the building envelope is complete.
5. When in the Building ~~inspector~~ Official's judgment, it is desirable, the ~~Building inspector~~ Official may require an as built survey of the foundation and its location on the lot to be submitted demonstrating compliance with setback requirements prior to the erection of any other part of the building envelope.

~~2-6. On request of the surveyor, The administrator as identified under MCC Title 3 3 of this code shall advise the surveyor or building designer what the applicable setbacks are for the building shown on the plans.; the surveyor may rely on written information in this regard from the administrator. In such a case the administrator shall also furnish a copy of the site plan from the plans to the surveyor. If the building on the land is with respect to exterior dimensions or orientation on the lot materially not the building on the plans (for 2 examples: 65 feet long rather than 60 feet long, or long axis built E. W rather than N. S), the surveyor shall so advise the administrator in order that the administrator may revise the determination of applicable setbacks. (Ord. 640, 5.12.1994, eff. 5.19.1994)~~

~~3-7. If a survey is required, digital data shall be provided according to the digital data submittal standards policy. (Ord. 899, 5.24.2012)~~

~~(D) Definition: In this section "building envelope" means the footings, foundations, exterior walls, roof and any other part of the building, such as, but not limited to, eaves and decks, projecting beyond any of the foregoing. (Ord. 640, 5.12.1994, eff. 5.19.1994)~~

2.2.050 2.2.040: PURPOSE: PLANNING REPORT

The purpose of this and the succeeding three (3) sections of this chapter is to

~~(A) Purpose: To ensure the effective administration and enforcement of MCC Title 3 3 of this code, a planning report is required prior to the issuance of a building permit. No building permit shall be issued until the project is shown to comply with the provisions of MCC Title 3 PLANNING AND ZONING. (Ord. 640, 5.12.1994, eff. 5.19.1994)~~

2.2.060:

~~(B) Responsibility: The responsibility for the preparation of a planning report shall be assigned to completed by the administrator's designated by the city manager for the administration of Title ii of this code. designee. The applicant is responsible for furnishing all necessary information to the administrator. (Ord. 640, 5.12.1994, eff. 5.19.1994)~~

2.2.070:

~~(C) Contents of a Planning Report: A planning report shall address the following items:~~

~~(A) 1 Current zoning of the land;~~

~~(B) 2. The proposed use of the land;~~

~~(C) The comprehensive plan designation of the land; (D) All
3. Development standards addressed in the applicable zone, including density, setbacks,
parking requirements, driveway access and landscaping;~~

~~(E) All
4. Supplementary regulations and general development standards set forth elsewhere in MCC
Title 3 3 of this code; and~~

~~(F) Certifications from all relevant agencies that they have found no matters that require further
attention.) (Ord. 640, 5.12.1994, eff. 5.19.1994)~~

~~5. Any other development standards relevant to the application as determined necessary by the
administrator.~~

2.2.080:

(D) Procedures:

~~A) The administrator shall provide forms and instructions for the applicant to use in furnishing the
necessary information.~~

~~(B) Upon receipt of an application for a building permit, the building official shall transmit to the
administrator or the administrator's designee, maps, drawings, site plans and other information
requisite to complete the planning report.~~

~~(C) The administrator shall notify any or all of the relevant agencies which may require the
applicant to obtain other permits for the project or which subject the project to other
governmental regulation. These agencies may include any or all of the following: the Idaho
department of lands, the Payette Lakes water and sewer district, the McCall rural fire district,
the Idaho department of transportation, the Valley County engineer, the Valley County sheriff,
the Central district health department and others. If the project is in whole or part within the
city, the administrator shall notify the police chief, fire chief, public works director and any
other office which is impacted by the proposal.~~

~~(D) If the planning report reveals that the proposed construction would not violate Title 3 of this
code, the administrator shall, in writing, advise the building official of that fact, and a copy of
the report shall be placed in the building permit file.~~

~~(E) If the planning report reveals that the proposed construction would violate Title 3 of this code,
the administrator shall so advise the applicant and the building official in writing, shall counsel
the applicant to amend the plans to comply with Title 3 of this code, and in the event the
applicant fails or refuses to conform the plans to Title 3 of this code, shall advise the applicant
that variance or conditional use permit procedures exist under Title 3 of this code which may
or may not be applicable and should be reviewed by the applicant.~~

~~(F) No building permit may be issued until compliance with the provisions of this chapter have
been certified by the administrator and a favorable planning report entered in the building
permit file. The certification by the administrator under this subsection shall constitute~~

~~administrative res judicata, and shall bar any assertion by the city that acts of the person engaged in the project under the building permit, which acts are expressly called out in the approved plans, violate provisions of Title 3 of this code in effect on the date of such certification; provided such certification was not procured by bribery, misrepresentation, fraud or other illegal influence. (Ord. 640, 5.12.1994, eff. 5.19.1994)~~

1. The process and procedures for undertaking a planning report shall include standardized application forms and instructions.
2. The process shall include notification to agencies with jurisdiction over the project.
3. Notification will be provided to the applicant and Building Official if the planning report determines that the project is not in compliance with any provision of MCC Title 3 PLANNING AND ZONING.
4. No building permit shall be issued until the Administrator has certified that the project is in compliance with MCC Title 3 PLANNING AND ZONING, including satisfying all land use conditions of approval and development agreement obligations.

SECTION 3: That Title 2 Chapter 2 of the McCall City Code is hereby AMENDED as follows:

**Chapter 3
ADMINISTRATION**

2.3.010: ADMINISTRATION:

2.3.020: INSPECTIONS:

2.3.030: EXPIRATION, SUSPENSION AND REVOCATION OF PERMITS:

2.3.040: LIMITATION OF RESPONSIBILITY:

2.3.050: BUILDING BOARD OF EXAMINERS AND APPEALS:

2.3.060: HEARINGS:

2.3.070: CONFLICT OF INTEREST:

2.3.080: FINDINGS:

2.3.090: APPEALS:

2.3.100060: INJUNCTION, AFFIDAVIT SETTING OUT NONCONFORMITY:

2.3.110070: VIOLATIONS; MISDEMEANORS:

2.3.120080: CIVIL ACTION:

2.3.010: ADMINISTRATION:

The City of McCall shall establish a Building Department and appoint a Building ~~Inspector~~ Official and such other persons as are necessary to administer and implement the application and inspection functions required by this Title. The Building ~~Inspector~~ Department shall collect building permit fees and issue permits upon approval of the application ~~therefor~~ for the McCall Area. (Ord. 640, 5.12.94, eff. 5.19.94)

2.3.020: INSPECTIONS:

(A) It shall be the duty of the Building ~~Inspector~~ Official to inspect the construction of all buildings and structures covered by this Title for compliance with this Title.

(B) It shall be the duty of a permit holder to notify the ~~Building inspector~~ Building Official at least twenty-four (24) hours prior to the time of inspection, exclusive of Sundays and holidays, that the project will be ready for inspection at a stipulated time. The permit holder will request ~~an~~ the Building inspector Official to perform the inspection within forty-eight (48) hours of the stipulated time for the inspection and shall, if forty-eight (48) hours then pass without an inspection being made be allowed to proceed with work as if the inspection had been made and the work found to be satisfactory.

(C) The ~~Building inspector~~ Building Official may in writing waive any inspection of the work of a permit holder. Inspections need not be made of any work which is subject to inspection by the United States Government Veterans Administration, Federal Housing Administration or Department of Agriculture Farmers Home Administration; provided, the permit holder shall submit to the Building ~~inspector~~ Official a copy of the Federal agencies' inspection report within seventy-two (72) hours of receipt of such inspection report. (Ord. 640, 5.12.94, eff. 5.19.94)

2.3.030: EXPIRATION, SUSPENSION AND REVOCATION OF PERMITS:

(A) Expiration: Each permit issued under this Title shall expire if the work or building authorized by the permit is not commenced within one hundred eighty (180) days from the permit date, or if the work or building authorized by the permit once commenced is thereafter suspended or abandoned for a period of one hundred eighty (180) days. Progress inspections or regular inspections shall be scheduled at least every one hundred eighty (180) days to keep the permit active and show that the work is continuing.

(B) Suspension: Suspended or abandoned work for which the original permit has expired, shall be recommenced only after the issuance of a new permit ~~therefor~~.

(C) Revocation: A building permit, issued by mistake, issued on the basis of incorrect information supplied, or issued in violation of any statute, regulation, or provision of the McCall ~~City or Valley County~~ Area Code, if not already void under the terms of the International Building Code, may be suspended or revoked by written notice to the permittee. (~~Ord. 640, 5.12.94, eff. 5.19.94~~)

2.3.040: LIMITATION OF RESPONSIBILITY:

Neither an approval nor a permit granted shall constitute a waiver of any violation of any statute, ordinance or regulation. Neither the City of McCall or Valley County nor ~~its~~ their respective officers or employees assume liability for structural or construction defects through the administration or enforcement of this Title. (~~Ord. 640, 5.12.94, eff. 5.19.94~~)

2.3.050: BUILDING BOARD OF EXAMINERS AND APPEALS:

(A) There shall be a Building Board of Examiners and Appeals, to be the "board of appeals" specified in section 113 of the International Building Code.

1. The Building Board of Examiners and Appeals shall be composed of (3) three to (5) five members from the design and construction professions.
2. Members of the Building Board of Examiners and Appeals shall be appointed by the City Council.
3. The terms of the members shall be four staggered years.

(B) The duties and responsibilities of the Building Board of Examiners and Appeals shall be to hear appeals from decisions of the Building Official.

~~(B) Appeals from decisions of the Building Official shall be presented first to the Building Standards Advisory Committee; an appeal may be taken from the decisions of the Advisory Committee to the Building Board of Examiners and Appeals. The notice of appeal shall be in writing, shall fully state the decision of the Inspector being appealed and fully state the grounds of the appeal, and shall be signed and verified by the appellant. The notice of appeal shall be served on the City Clerk and on the Building Inspector. The appeal shall be scheduled by the Clerk for hearing as soon as practicable, and in any event within twenty (20) days after receipt of a notice of appeal complying with the standards of this Section. Written notice of hearing~~

~~shall be given to the Building Inspector and to the appellant not less than ten (10) days before the hearing. Following the hearing, the Committee shall enter written findings of fact, conclusions of law, and its decision, within ten (10) days. An appeal to the Board may be taken from the decision of the Committee, and shall be scheduled by the Clerk for hearing as soon as practicable, with notice, hearing and decision as provided in the previous sentence and Section 2.3.080. (Ord. 640, 5.12.94, eff. 5.19.94)~~

2.3.060: HEARINGS:

~~Hearings before the Committee and the Board shall be public and shall be conducted in a quasi-judicial manner employing the rules of evidence. Attorneys may represent petitioner but are not required. All proceedings shall be recorded and said recordings shall be kept and made permanent. (Ord. 640, 5.12.94, eff. 5.19.94)~~

2.3.070: CONFLICT OF INTEREST:

~~If a member of the Board of Examiners and Appeals should find that acting on a particular hearing before them would result in a conflict of interest, the member must withdraw from participating in the hearings. The member must abstain from making any comments or statements or doing any other thing that would in any manner influence the other members of the Board. (Ord. 640, 5.12.94, eff. 5.19.94)~~

2.3.080: FINDINGS:

~~Findings by the Board of Examiners and Appeals shall be explicit and shall state the ruling and the reasons for said decision by delineating the findings of fact and conclusions of law. Signed copies of the findings should be sent to all parties to the action. The Board of Examiners and Appeals shall render all decisions and findings in writing to the Building Inspector and the appellant within ten (10) days of close of hearing. (Ord. 640, 5.12.94, eff. 5.19.94)~~

(C) Appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of this Title and the International Building Code shall be presented and determined by to the Building Board of Examiners and Appeals following these procedures:

1. The notice of appeal shall be in writing, shall fully state the decision of the Building Official being appealed and fully state the grounds of the appeal, and shall be signed and verified by the appellant.
2. The notice of appeal shall be served on the City Clerk within ten (10) days after the Building Official's order, decision or written interpretation.
3. The appeal shall be scheduled by the Clerk for hearing as soon as practicable, and in any event within forty-five (45) days after receipt of a notice of appeal complying with the standards of this Section.
4. Written notice of hearing shall be given to the Building Official and to the appellant not less than fifteen (15) days before the hearing. Should the appellant desire to file written arguments, appellant shall do so no later than five (5) days prior to the hearing.

5. Hearings before the Board shall be public and shall be conducted in a quasi-judicial manner. Attorneys may represent petitioner but are not required. All proceedings shall be recorded and said recordings shall be kept and made permanent.

(D) The decision of the Building Board of Examiners and Appeals shall be based on the International Building Code and the McCall Area codes. Following the hearing, the Building Board of Examiners and Appeals shall enter written findings of fact, conclusions of law, and its decision.

1. Findings shall be explicit and shall state the ruling and the reasons for said decision by delineating the findings of fact and conclusions of law.
2. Signed copies of the findings should be sent to all parties to the action.

The Board of Examiners and Appeals shall render all decisions and findings in writing to the Building Official and the appellant within ten (10) days of close of hearing.

2.3.090: APPEALS:

(D) Appeals from the Board of Examiners and Appeals shall be filed within ten (10) days after mailing of notice of decision by the Board of Examiners and Appeals. The appeal will be filed and heard as provided by Idaho Code section 39-4120 (State Board of Appeals). ~~Appeals shall be brought before the State Board of Appeals by person affected by any code, rule, regulation or decision pursuant to Idaho Code sections 39.4101 through 39.4129; provided, such appeals shall be heard only after the appellant has received a decision from the Board of Examiners and Appeals as provided for in section 39.4120, Idaho Code. Final decisions by the State Board of Appeals, other than code interpretations, are reviewable upon appeal to the District Court in the county wherein the person praying for the appeal is a resident, or in the County of Valley and shall be heard *de novo*, as provided by State law. (B) Appeals of Board of Examiners and Appeals decisions shall be in such form and manner as provided by the Idaho rules of civil procedure. (Ord. 640, 5.12.94, eff. 5.19.94)~~

2.3.10060: INJUNCTION, AFFIDAVIT SETTING OUT NONCONFORMITY:

The City may obtain from a district court having jurisdiction, a temporary restraining order and a preliminary injunction enjoining the construction of a building or installation of manufactured homes or modular buildings on any building site upon affidavit of the Building ~~Inspector~~ Official that such activity does not conform to the requirements of this Title or to the rules and regulations adopted pursuant to this Title or any act of the State of Idaho relating to building construction. The affidavit must set forth such violations in detail. The injunction may be made permanent, in the discretion of the court. ~~(Ord. 640, 5.12.94, eff. 5.19.94)~~

2.3.11070: VIOLATIONS; MISDEMEANORS:

(A) Any person who willfully violates any provision of this Title or who willfully violates any provision of the Codes enumerated herein, is guilty of a misdemeanor, upon conviction, shall

be fined not more than three hundred dollars (\$300.00), or imprisoned for not more than ninety (90) days or by both such fine and imprisonment.

(B) A separate violation is deemed to have occurred with respect to each building not in compliance with this Act. Each day such violation continues constitutes a separate offense. (~~Ord. 640, 5.12.94, eff. 5.19.94~~)

2.3.120080: CIVIL ACTION:

Notwithstanding any other remedies available, any person in an individual capacity, damaged as a result of a violation of this Title or the Codes enumerated herein or promulgated pursuant to this Title, has a cause of action in any court of competent jurisdiction against the person who committed the violation, and if such damaged person prevails, shall be entitled to a reasonable attorney's fee to be determined by the court together with court cost. (~~Ord. 640, 5.12.94, eff. 5.19.94~~)

SECTION 4: Directing the City Clerk

The City Clerk is directed to file, this Ordinance in the official records of the City and to provide the same to the City's codifier for inclusion and publication in the McCall City Code.

SECTION 5: Effective Date

This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law and at the discretion of the City Clerk and in lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published with an effective date of May 1, 2020.

PASSED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF McCALL, VALLEY COUNTY, IDAHO, THIS 23 DAY OF APRIL 2020.

Approved:

By _____
Robert S. Giles, Mayor

Attest:

By _____
BessieJo Wagner, City Clerk

**A SUMMARY OF ORDINANCE NO. _____
PASSED BY THE CITY OF McCALL, IDAHO**

AN ORDINANCE OF THE CITY OF McCALL, VALLEY COUNTY, IDAHO, AMENDING TITLE 2 CHAPTER 1 CLARIFYING APPLICABILITY THROUGHOUT THE McCALL AREA, CLARIFYING THE APPLICABILITY AND EXEMPTIONS TO BUILDINGS AND CONSTRUCTION, DEFINING AGRICULTURAL STRUCTURES, BUILDING OFFICIAL, AND STRUCTURE, SIMPLIFYING ADOPTED CODES, ADDITIONS TO SNOW REQUIREMENTS, ELECTRICAL WIRING REQUIREMENTS, AND LIQUEFIED PETROLEUM GAS (LPG) SYSTEM REQUIREMENTS, ESTABLISHING MAINTENANCE STANDARDS; AMENDING TITLE 2 CHAPTER 2 RELATED DUTIES OF THE BUILDING OFFICIAL AND COORDINATION WITH OTHER PERMITS, REMOVING EXPIRATION OF SEWER SERVICE AND WATER CONNECTION PERMITS, SETTING REGULATIONS FOR DRAINAGE, FLOOD CONTROL, UTILITIES AND STREET IMPROVEMENTS, ESTABLISHING WHEN A CERTIFICATE OF OCCUPANCY SHALL BE ISSUED, ADDRESSING PERMITS ISSUED BY THE REVIEW AND APPROVAL PROCESS CONTAINED IN McCALL CITY CODE TITLE 3, PROVIDING PURPOSE, RESPONSIBILITY, CONTENTS AND PROCEDURES OF THE PLANNING REPORT; AMENDING TITLE 2 CHAPTER 3 ADMINISTRATION, DESIGNATING BUILDING OFFICIAL, ESTABLISHING PROGRESS INSPECTIONS, INCLUDING VALLEY COUNTY LIMITATIONS OF RESPONSIBILITY, ESTABLISHING MEMBER TERMS AND DUTIES, DIRECTING THE CITY CLERK, AND PROVIDING AN EFFECTIVE DATE.

The principal provisions of the Ordinance

- Amend Section 2.1.010, *PURPOSE* to replace “structures” with “construction” and expand jurisdiction to the McCall Area including the City jurisdiction and the McCall Area of City Impact.
- Amend Section 2.1.020, *AUTHORITY* to include title designations for chapter 41 of Title 39, chapter 13 of Title 50, and chapter 65 of Title 67.
- Amend Section 2.1.030, *SHORT TITLE* to change the name of the title to MCCALL AREA BUILDING REGULATIONS.
- Amend Section 2.1.040, *PERMITS REQUIRED* to replace “act” with “Title”; and expand jurisdiction to the McCall Area.
- Amend Section 2.1.050, *APPLICABILITY AND EXEMPTIONS* to expand jurisdiction to the McCall Area; delete subsection (B) in its entirety; add subsection (A) that excepts certain equipment used for industrial chemical and mineral extraction and processing, but not equipment used for new boilers, pressure vessels and other equipment required to condition the building for personnel comfort and safety; add a new subsection (B) that excepts modular buildings constructed in the State of Idaho for installation on building sites outside the state, and provides that modular buildings installed on building sites in the

state of Idaho shall be approved by and bear the insignia of approval of the division as being in compliance with the requirements set forth in chapter 43, Title 39, Idaho Code; in subsection (C) deletes exemption for temporary facilities except modular buildings, mobile/manufactured homes and commercial coaches; and in subsection (D) deletes the exemption for farms and adds an exemption for agricultural structures and buildings intended for human habitation, except modular buildings, mobile/manufactured homes and commercial coaches.

- Amend Section 2.1.060, *DEFINITIONS* to add definitions for Agricultural Structure, Building Official, Structure, and Structure Size; amend the definition for Building by deleting the words “manufactured home”; and delete the definitions for Building Inspector, Construction, Manufactured Home, Modular Building, Person, and Telecommunications Facilities.
- Amend Section 2.1.070, *ADOPTION OF CODES* to designate codes adopted, amended and excluded by the State of Idaho, as superseded by successive versions as they are adopted or approved by the State of Idaho, as being applicable to the McCall Area and effective the first of January following the effective date of the state adoption, unless another date is specified in state statute; in subsection (A), deleting the definition for the International Building Code; in subsection (B), adding Appendix R Tiny Homes to the International Residential Code and deleting the definition for the International Residential Code; in subsection (C), deleting the definition for the International Energy Conservation Code; in subsection (D), deleting the definition for the Uniform Code for Abatement of Dangerous Buildings; in subsection (E), deleting the definition for the International Mechanical Code; deleting the reservation for subsection (F); deleting subsections (G), (H), (I), (J), (K), (L) and (M) in their entirety; adding new subsections (F) National Electrical Code, (G) Idaho Manufactured Home Installation Standards, (H) Idaho State Plumbing Code, (I) International Fuel Gas Code, and (J) International Fire Code.
- Amend Section 2.1.080, to retitle *AMENDMENTS AND ADDITIONS TO CODES* and insert additional regulations for building and construction in the McCall Area; deletes subsection (A) Automatic Fire Extinguishing Systems in its entirety; reletters subsection (B) Snow Load as (A) and adds language for designed roof snow load; adds a new subsection (B) Snow Country Requirements; inserts and amends 2.1.120(C) as a new subsection (C) Electrical Wiring Requirements; adds new subsections (D) Liquefied Petroleum Gas (LPG) System Requirements, (E) Materials for Roof Covering, and (F) Maintenance During Construction.
- Delete Sections 2.1.090, 2.1.100, 2.1.110 and Section 2.1.120 in their entirety.
- Redesignate Section 2.1.130, *PERMIT FEES* as Section 2.1.090.
- Retitle Chapter 2 as *RELATED DUTIES OF THE BUILDING OFFICIAL AND COORDINATION WITH OTHER PERMITS*.

- Amend Section 2.2.010, to retitle *ACTIONS AND PERMITS REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT* and provide subsection (A) that such actions shall be required prior to the issuance of a building permit; inserts and amends 2.2.020(A) as a new subsection (B), removes the requirement for approval of Central District Health under 2) water systems, deletes 4) plumbing system in its entirety, deletes 5) mechanical heating system in its entirety, and renumbers 6) and 4); inserts and amends 2.2.020(B) as a new subsection (C) and omits the requirement for payment of trunk sewer and treatment plant connection charges; inserts 2.2.020(E) as a new subsection (D); adds a new subsection (E) pertaining to tree removal, clearing, grubbing, excavation and other construction prior to the issuance of a building permit.
- Deletes Section 2.2.020 in its entirety.
- Amend Section 2.2.030 to renumber 2.2.020 and retitle *REGULATIONS RESPECTING DRAINAGE, FLOOD CONTROL, UTILITIES AND STREET IMPROVEMENTS*; deletes subsections (A), (B), (C), and (D) in their entirety; adds a new subsection (A) to provide that all development shall comply Title 8 and Title 9 requirements; and adds a new subsection (B) pertaining to certificates of occupancy.
- Amend Section 2.2.040 to renumber 2.2.030, *ZONING AND SITE DEVELOPMENT*; in subsection (A) to provide for the compliance of the project with Title 3 or Title 9; delete subsection (B) in its entirety; reletter subsection (C) as (B) and retitle “Surveys and Site Plans” and add subsections (6) and (7); delete subsection (D) in its entirety.
- Amend Section 2.2.050 to renumber 2.2.040, retitle *PLANNING REPORT* and require in subsection (A) a planning report prior to the issuance of a building permit; insert 2.2.060 Responsibility and amend as a new subsection (B); to insert 2.2.070 Contents of a Planning Report and amend as a new subsection (C); insert 2.2.080 and amend as a new subsection (D)
- Delete Sections 2.2.060, 2.2.070 and 2.2.080 in their entirety.
- Amend Sections 2.3.010, *ADMINISTRATION* and 2.3.020, *INSPECTIONS* to replace the words “Inspector” with “Official” and “Department”
- Amend Section 2.3.030, *EXPIRATION, SUSPENSION AND REVOCATION OF PERMITS* to add subsections (A) Expiration, (B) Suspension, and (C) Revocation.
- Amend Section 2.3.040, *LIMITATION OF RESPONSIBILITY* to include Valley County.
- Amend Section 2.3.050, *BUILDING BOARD OF EXAMINERS AND APPEALS* in subsection (A) to add the number of members constituting the board of appeals and to provide for their appointment and terms, and amend subsection (B) to establish the duties and responsibilities of the Building Board of Examiners and Appeals; to add new subsections (C) pertaining to Appeals and (D) pertaining to Decisions; insert and amend 2.3.090 *APPEALS* as a new subsection.

- Delete Sections 2.3.060, 2.3.070, 2.3.080, and 2.3.090 in their entirety.
- Renumber Section 2.3.100, *INJUNCTION, AFFIDAVIT SETTING OUT NONCONFORMITY* as Section 2.3.060 and amends it to replace the word “Inspector” with the word “Official”.
- Renumber Section 2.3.110, *VIOLATIONS; MISDEMEANORS* as Section 2.3.070.
- Renumber Section 2.3.120, *CIVIL ACTION* as Section 2.3.080.

The Ordinance shall take effect on May 1, 2020.

The full text of the Ordinance is available for review at City Hall and will be provided by the City Clerk to any citizen upon personal request, or can be viewed on the City website at www.mccall.id.us.

APPROVED BY THE COUNCIL OF THE CITY OF McCall, IDAHO, THIS ____ DAY OF _____, _____.

Approved:

By _____
Robert S. Giles, Mayor

ATTEST:

By _____
BessieJo Wagner, City Clerk

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 20-127
Meeting Date April 23, 2020

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>Request to Adopt an Ordinance Updating McCall City Code Title 3 Chapter 20 Historic Preservation</i>		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development	MG	Originator
		Police Department		
		Public Works		
		Golf Course		
<i>A PUBLIC HEARING Continued</i>		Parks and Recreation		
COST IMPACT:	n/a	Airport		
FUNDING SOURCE:	n/a	Library		
TIMELINE:	Effective May 1, 2020	Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT:				
<p>Currently, code provisions for historic preservation is Chapter 4 of Title 2 BUILDING REGULATIONS. This ordinance would relocate the chapter in its entirety, with some minor modifications and additions, to Title 3 PLANNING AND ZONING, as a new Chapter 20.</p> <p>The McCall Area Comprehensive Plan directs that: Policy 7.2 Preserve and interpret historic resources (objects, buildings, structures, sites, or places with historic, cultural, or aesthetic significance) in McCall for residents and visitors. In addition, policy and direction for historic preservation are contained in the 2011 adopted McCall Historic Preservation Plan. In light of this policy direction and since provisions for historic preservation are closely aligned with other planning and zoning requirements for design, development and non-conformities, it was determined to relocate the historic preservation requirements to title 3. A summary cover letter is attached.</p> <p>On March 3, 2020, the McCall Area Planning and Zoning Commission held a public hearing, considered the ordinance and recommended to the City Council and County Commissioners that the ordinance be approved. The City Attorney reviewed and drafted the attached ordinance.</p>				
RECOMMENDED ACTION:				
<ol style="list-style-type: none"> 1. Continue the public hearing. 2. Close the public hearing. 3. Suspend the rules and Read by title only, one-time only Ordinance ____. 4. Adopt Ordinance No ____, Updating McCall City Code Title 3 Chapter 20 Historic Preservation, approve the publication of the summary, and authorize the Mayor to sign all necessary documents. 				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			
April 9, 2020	Code update presented, public hearing opened and continued to April 23.			

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF McCALL, VALLEY COUNTY, IDAHO REPEALING TITLE 2 CHAPTER 4 HISTORIC PRESERVATION AND ENACTING NEW TITLE 3 CHAPTER 20 HISTORIC PRESERVATION, AND RELOCATING DEFINITIONS PREVIOUSLY CONTAINED IN TITLE 2 CHAPTER 4 TO EXISTING TITLE 3 CHAPTER 2 SECTION 02, WITH MINOR REVISIONS THROUGHOUT FOR CLARIFICATION, AND FOR THE PURPOSE OF CLARIFYING APPLICABILITY THROUGHOUT THE AREA OF McCALL, AMENDING THE HISTORIC PRESERVATION COMMISSION DUTIES, ADDING A NEW SECTION REGULATING DEMOLITION OR REMOVAL OF HISTORIC STRUCTURES, ADDING EXEMPTIONS, DESIGNATING APPLICABLE UNIFORM CODES, CORRECTING REFERENCES IN TITLE 3, CHAPTER 11, SECTION 07, DIRECTING THE CITY CLERK, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That Title 2 Chapter 4 of the McCall City Code is repealed in its entirety.

SECTION 2: A new Title 3 Chapter 20 of the McCall City Code as set forth in Schedule A is adopted in its entirety.

SECTION 3: The following definition of Person in McCall City Code 3.2.02 is amended to read as follows:

PERSON: An individual, firm, partnership, corporation, limited liability company, association, joint stock association, state subdivision, municipal corporation, or any other private entity or governmental entity or quasi-governmental agency, or group or combination thereof acting as a unit; includes a trustee, a receiver, an assignee, or a similar representative of any of them.

SECTION 4: McCall City Code 3.11.07 EXCEPTIONS, is amended as follows:

(A) Shoreline Development: If the nonconforming structure or portion thereof is located within the 50- foot shoreline setback pursuant to Chapter 7 of this title, then:

1. A single one-time only addition, less than twenty-five (25) percent of the total square footage of the existing nonconforming structure is allowed so long as the addition to the structure conforms to all the requirements of the zone.
2. Additions or enlargements to the structure that equal more than twenty-five (25) percent of the total square footage of the existing nonconforming structure shall require the entire nonconforming structure, or portion thereof which causes the structure to be nonconforming, to be removed and conform to all the requirements of the zone.

(B) Repairs and Maintenance: For any nonconforming structure or structures containing a nonconforming or permitted use, ordinary repairs, repair, additions or replacement of

nonbearing walls, fixtures, wiring, or plumbing to an extent not exceeding ten percent (10%) of the current replacement cost of the nonconforming structure or portion of structure may be made within a five (5) year period.

1. Energy efficiency improvements to the Building Thermal Envelope, as defined by the International Energy Efficiency Code, will be exempted from the ten percent 10% valuation.

Similarly, historically significant structures as defined in ~~MCC 2.4.100 (A)~~ 3.20.100 (A) of this Title with recommendation from the Historic Preservation ~~Committee~~ Commission may be exempted by the Administrator.

SECTION 5: Directing the City Clerk

- 2.1 The City Clerk is directed to file, this Ordinance in the official records of the City and to provide the same to the City's codifier for inclusion and publication in the McCall City Code.

SECTION 6: Effective Date

- 3.1 This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law and at the discretion of the City Clerk and in lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published with an effective date of May 1, 2020.

PASSED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF McCALL, VALLEY COUNTY, IDAHO, THIS 23rd DAY OF APRIL, 2020.

Approved:

By _____
Robert S. Giles, Mayor

Attest:

By _____
BessieJo Wagner, City Clerk

SCHEDULE A
HISTORIC PRESERVATION

3.20.010: PURPOSE:

The purpose of this Chapter is to promote the educational, cultural, economic and general welfare of the public of the McCall Area, through the identification, evaluation, designation and protection of those buildings, sites, areas, structures and objects which reflect significant elements of the City's, the region's, the State's and the nation's historic architectural, archaeological and cultural heritage.

3.20.020: HISTORIC PRESERVATION COMMISSION:

- (A) There shall be a Historic Preservation Commission which shall consist of five (5) members who shall be appointed by the Mayor with the advice and consent of the Council.
- (B) All members of the Commission shall have a demonstrated interest, competence or knowledge in history or historic preservation. The Mayor and Council shall endeavor to appoint members with due regard to the proper representation of such fields as history, architecture, urban planning, archaeology and law.
- (C) Initially, two (2) members shall be appointed for a term of one year, two (2) members shall be appointed for a term of three (3) years. The fifth and all subsequent appointments shall be made for three (3) year terms. Commission members may be reappointed. Vacancies shall be filled in the same manner as original appointments, and the appointee shall serve for the remainder of the unexpired term.
- (D) The members of the Commission shall serve without pay, but shall be reimbursed by the City for necessary expenses incurred in connection with their duties if and when prior written authority in accord with prior appropriations has been obtained from the City Manager.

3.20.030: ORGANIZATION, OFFICERS, RULES, MEETINGS:

- (A) The Historic Preservation Commission shall have the power to make whatever rules are necessary for the execution of its duties as set forth in this Chapter. Rules of procedure and bylaws adopted by the Commission shall be available for public inspection.
- (B) The Commission shall elect officers from among the Commission members. The chairperson shall preside at meetings. The vice chairperson shall, in the absence of the chairperson, perform the duties of the chairperson.

- (C) All meetings of the Commission shall be open to the public and follow the requirements of Idaho's open meeting laws. The Commission shall keep minutes and other appropriate written records of its resolutions, proceedings and actions.
- (D) The Commission may recommend to the Council, within the limits of its funding, the employment of or the contracting with other parties for the services of technical experts or other persons as it deems necessary to carry on the functions of the Commission.

3.20.040: POWERS, DUTIES AND RESPONSIBILITIES:

The Historic Preservation Commission shall be advisory to the City Council and shall be authorized to:

- (A) Conduct a survey of local historic properties.
- (B) Recommend the acquisition of fee and lesser interests in historic properties, including adjacent or associated lands, by purchase, bequests or donation.
- (C) Recommend methods and procedures necessary to preserve, restore, maintain and operate historic properties under the ownership or control of the City.
- (D) Recommend the lease, sale, other transfer or disposition of historic properties subject to the rights of public access and other covenants and in a manner that will preserve the property.
- (E) Contract, with the approval of the Council, with the State or Federal government or any agency of either, or with any other organization.
- (F) Cooperate with the Federal, State and local governments in the pursuance of the objectives of historic preservation.
- (G) Make recommendations in the planning processes undertaken by the County, the City, the State or the Federal government and the agencies of these entities.
- (H) Recommend ordinances and otherwise provide information for the purposes of historic preservation in the McCall Area
- (I) Promote and conduct an educational and interpretive program on historic preservation and historic properties in the McCall Area.
- (J) Members, employees or agents of the Commission may enter private property, buildings or structures in the performance of its official duties only with the express consent of the owner or occupant thereof.
- (K) Review nominations of properties to the National Register of Historic Places for properties within the McCall Area jurisdiction.

- (L) Act as the building conservation advisory and appeals board under section 207 of the Uniform Code for Building Conservation. As such the Commission shall adopt reasonable rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a copy to the Building Official. Copies of all rules of procedure adopted by the Board shall be delivered to the Building Official, who shall make them freely accessible to the public. Any applicant aggrieved by a determination of the Commission may appeal to the Council, and an appeal from the Council may be taken to a court of competent jurisdiction. Make recommendations to the Administrator on the exemption of nonconforming historically significant structures from the limitations on repairs and maintenance pursuant to 3.11.02B.2.

3.20.100: DESIGNATION OF HISTORICAL DISTRICTS, INCLUDING HISTORICAL DISTRICTS, RESIDENTIAL:

Historical districts shall be designated by ordinance and in accordance with the following requirements:

- (A) The buildings, structures, features, sites, objects and surroundings of an historical district shall meet one or more of the following four (4) criteria:
1. Historical, Cultural or Educational:
 - a. Has significant character, interest, or value, as part of the development, heritage or cultural characteristics of the City, County, State or nation; or is associated with the life of a person significant in the past; or
 - b. Is the site of an historic event with a significant effect upon society; or
 - c. Exemplifies the cultural, political, economic, social, educational or historic heritage of the community; or
 2. Architectural, Engineering Importance:
 - a. Portrays the environment in an era of history characterized by a distinctive architectural style; or
 - b. Embodies those distinguishing characteristics of an architectural type or engineering specimen; or
 - c. Is the work of a designer whose individual work has significantly influenced the development of McCall; or
 - d. Contains elements of design, detail, materials or craftsmanship which represent a significant innovation; or
 3. Geographical Importance:

- a. By being part of or related to a street, square, park or other distinctive area, should be developed or preserved according to a plan based on historic, cultural or architectural motif; or
 - b. Owing to its unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood, community or McCall Area; or
4. Archaeological Importance:
- a. Has yielded or may be likely to yield, information important in pre-history or history.
- (B) The Historic Preservation Commission, either on its own initiative, or upon the request of the City Council or County Commission, or upon the request of one or more owners of property residing in the area of a proposed historical district, may recommend the designation of one or more historical districts. Prior to recommending designation the Historic Preservation Commission shall conduct studies, research and investigations based on the relevant criteria given in subsection A of this Section regarding buildings, structures, features, sites, objects and surroundings of such proposed historical district or districts. Thereafter, the Commission shall prepare a report containing recommendations concerning the area or areas to be included in the proposed historical district or districts.
- (C) Copies of the report shall be transmitted for review and recommendation to the Planning and Zoning Commission, and within sixty (60) days after the date of transmittal of such report to the Planning and Zoning Commission, the Historic Preservation Commission shall hold a public hearing thereon. Notice of the time, place and purpose of such hearing shall be given as provided in Chapter 15 of this Title and by postage prepaid, given to the owners as shown in the property tax records of all properties to be included in the district or districts.
- (D) After such hearing, the Historic Preservation Commission shall submit a final report with its recommendations and a draft of a proposed ordinance to the City Council and County Commission.
- (E) The City Council shall act upon the report and recommendation in accordance with the provisions of Title 3, Chapter 32 of this Title.

3.20.110: DESIGNATION OF HISTORIC PROPERTY OR HISTORIC LANDMARKS:

Historic properties or historic landmarks shall be designated by ordinance and in accordance with the following requirements:

- (A) The building, structure, feature, site or object proposed for such designation shall meet one or more of the criteria required in subsection 3.20.100A of this Chapter. In addition, it must shall meet the criteria established for inclusion in the National Register of Historic Places as such criteria are applied to historic properties in the State by the Idaho Historic Sites Review Board.

- (B) The Historic Preservation Commission, either on its own initiative, or upon the request of the City Council or County Commission, or upon the request of the owner of the property proposed to be designated, may recommend the designation of an historic property or historic landmark. Prior to recommending the designation the Historic Preservation Commission shall conduct studies, research and investigations based on the relevant criteria given in subsection 3.20.100A of this Chapter. The Commission shall informally notify representative owners of specific properties of the Commission's intent to explore designation of those properties as an historical landmark, and invite such property owners to provide views and information about the property; any inadequacy, real or perceived, in the identification of such representative owners, shall not affect the validity of subsequent action. Thereafter, the Commission shall prepare a report containing recommendations concerning the property proposed to be designated and draft of a proposed ordinance to the City Council or County Commission. The report of the Commission shall include comments regarding the suitability of the property for preservation or restoration. In case there is a question of an adaptive or alternative use of the property, the report shall include a statement regarding the appropriateness of such adaptive or alternative use. The report shall also include a statement regarding the administrative and financial responsibility of the person or organization proposing to undertake all or a portion of the cost of acquisition, restoration, maintenance, operation or repair, or the cost of adaptive or alternative use of the property to the extent that any such considerations apply to the property proposed for designation.
- (C) For each designated historic property or landmark, an ordinance shall require the waiting period prescribed by subsection 3.20.100B of this Section to be observed prior to its demolition, material alteration, remodeling or removal. The ordinance shall also provide guidelines for a suitable sign or marker on or near the property or landmark indicating that the property has been so designated.
- (D) The City Council or County Commission shall hold a public hearing on the proposed ordinance, after having given written notice to the owners and occupants of the property and the publication of such notice in the time and manner required by Section Chapter 15 of this Title.
- (E) Following such public hearing, the Council or County Commission may act on the ordinance.
- (F) The Clerk shall give notice of such designation to the Tax Assessor of Valley County, Idaho.

3.20.120: ORDINARY REPAIRS, PUBLIC SAFETY:

Nothing in this Chapter shall be construed to prevent the ordinary maintenance or repair of any exterior feature of any building or structure in an historical district, or of any historic property or landmark which does not involve a change in design, material, color or outer appearance thereof, nor to prevent the construction reconstruction, alteration, restoration or demolition of any such

feature of a structure, building or landmark when the Building Official shall certify such is required for the public safety because of an unsafe or dangerous condition.

3.20.130: ACQUISITION OF PROPERTY:

All lands, buildings, structures, sites, or areas acquired by funds appropriated by the City, shall be acquired in the name of the City and such historic properties or landmarks shall be maintained by or under the supervision and control of the City; nothing herein shall be read to preclude leasing such property for use in accord with historic preservation.

3.20.140: ACQUISITION OF HISTORIC EASEMENTS:

The City or County Commission may acquire, by purchase or donation, historic easements in any area within the jurisdiction of the City McCall Area wherever and to the extent the Council determines that the acquisition will be in the public interest.

3.20.150: NOTICE TO CITY DEPARTMENTS AND OTHER AGENCIES; REGISTER OF HISTORICAL DISTRICTS, PROPERTIES AND LANDMARKS:

In addition to all other transmittals and notices required by this Chapter, the Historic Preservation Commission shall notify the departments of the City and other agencies regarding the designation or removal of designation of historical district, properties, and landmarks and shall maintain a register of such districts, properties and landmarks.

- (A) After the designation by ordinance of any historical district, property or landmark, the Commission shall notify all departments of the City and other governmental agencies having a regulatory or legally prescribed duty affecting such district, property or landmark. The notice shall state the fact of such designation, identify the boundary of the district, or the address of the property or landmark, and shall summarize the effect such designation will have.
- (B) The Commission shall maintain a current register and map of all historical districts, properties and landmarks which have been designated by ordinance. Such register and map shall be made public and available to the City departments, other governmental agencies and any interested person.

3.20.160: AMENDMENT OR RESCISSION OF HISTORIC DESIGNATION ON RECOMMENDATION OF COMMISSION:

- (A) The City Council or County Commission, upon the recommendation of the Historic Preservation Commission, may amend the boundary of a designated historical district or rescind the designation of an historical district, historic property or historic landmark. All amendments or rescission of historic designations shall be by ordinance.
- (B) If, in the judgment of the Historic Preservation Commission, when any building, structure, feature, site or object included within a designated historical district, or any building,

structure or site designated as an historic property or historic landmark, has ceased to comply with the designation criteria or no longer exhibits the characteristics which qualified the property for inclusion within an historical district or for designation as an historic property or landmark, such property or properties may be recommended for exclusion from the boundary of such district, or if the district, as a whole, no longer complies with such criteria, it may be recommended for rescission of its historic designation, or such property or landmark may be recommended for rescission of its historic designation.

- (C) The procedure of the Commission with respect to a recommendation for amendment of rescission of historic designation shall be affected in the same manner as required for the original designation as prescribed in Sections 3.20.100 and 3.20.110 of this Chapter.
- (D) Within five (5) days after the removal of designation by ordinance of any historical district, property or landmark, the Commission shall notify all departments of McCall City and other governmental agencies having a regulatory or legally prescribed duty affecting such district, property or landmark. The notice shall state the fact of such removal of designation, the effective date thereof and shall identify the boundary or such district of the address of the property or landmark.

3.20.170 DEMOLITION OR REMOVAL OF HISTORIC STRUCTURES:

- (A) Purpose: The purpose of this section is to:
 - 1. Further the purposes of the Comprehensive Plan and this Chapter to preserve historic buildings which are important to the architectural, historical and neighborhood significance of the City; and
 - 2. Afford the City, interested persons, historical societies or organizations the opportunity to acquire or to arrange for preservation of such structures.
- (B) Prior to demolishing or removing a structure designated as an historic property or landmark pursuant to section 3.20.110 of this Chapter, a four (4) month notice of the proposed demolition shall be given before a permit to demolish or remove the structure is issued.
 - 1. The owner of the affected structure shall provide a notice published in a newspaper of general local circulation at least two (2) times prior to demolition or removal.
 - 2. The first notice shall be published no later than fifteen (15) days after the application for a permit for demolition or removal is filed and the final notice shall be published approximately fifteen (15) days prior to the date of demolition or removal.
- (C) Negotiation to avoid demolition: During this four (4) month period, the Staff and/or the Historic Preservation Commission may negotiate with the owner of the property and with any other parties in an effort to find a means of preserving the property. Such negotiations may include relocation to a new site, or inducements to interested third parties to purchase the property for the purpose of preserving it.

3.20.200: EXEMPTION FROM FIRE OR BUILDING CODES:

In order to promote the preservation and restoration of historic resources, the City Council or County Commission may in order to promote the preservation and restoration of any historic properties, landmarks or property within an historical district may upon the recommendation of the Commission, exempt an historic property, landmark, or property within an historical district from the application of the City Fire or Buildings Codes. Such exemption shall be based upon the recommendation of the Historic Preservation Commission, upon compliance with the criteria for exemption set forth in said the Building Codes and upon a finding that non-exemption would prevent or seriously hinder the preservation or restoration of said the historic property, landmark, or property in an historical district. Upon rescission of an historic designation, any approved code exemption herein granted shall be revoked effective the date of rescission.

3.20.210: ADOPTION OF CODE COMPLIANCE WITH THE UNIFORM CODE FOR BUILDING CONSERVATION:

The rules, regulations and ordinances of a general and permanent character contained in the provisions of the Uniform Code for Building Conservation International Existing Building Code; as adopted and amended by Section MCC 2.1.070 of the City Code, shall govern the change of occupancy and alteration or repair of existing buildings and structures at and within the City. Copies of the Uniform Code for Building Conservation are now on file in the office of the Clerk for inspection, and It shall be unlawful to change occupancy or alter or repair existing buildings or structures in violation or, or without complying with the same.

3.20.300: PENALTIES:

- (A) Any person who violates any provision of this Chapter shall be guilty of a misdemeanor and shall be punished as provided in Section MCC [5.2.020](#) of the City Code.
- (B) For the purpose of this Chapter, each day during which there exists any violation of any provision herein will constitute a separate violation.

**A SUMMARY OF ORDINANCE NO. _____
PASSED BY THE CITY OF McCALL, IDAHO**

AN ORDINANCE OF THE CITY OF McCALL, VALLEY COUNTY, IDAHO REPEALING TITLE 2 CHAPTER 4 HISTORIC PRESERVATION AND ENACTING NEW TITLE 3 CHAPTER 20 HISTORIC PRESERVATION, AND RELOCATING DEFINITIONS PREVIOUSLY CONTAINED IN TITLE 2 CHAPTER 4 TO EXISTING TITLE 3 CHAPTER 2 SECTION 02, WITH MINOR REVISIONS THROUGHOUT FOR CLARIFICATION, AND FOR THE PURPOSE OF CLARIFYING APPLICABILITY THROUGHOUT THE AREA OF McCALL, AMENDING THE HISTORIC PRESERVATION COMMISSION DUTIES, ADDING A NEW SECTION REGULATING DEMOLITION OR REMOVAL OF HISTORIC STRUCTURES, ADDING EXEMPTIONS, DESIGNATING APPLICABLE UNIFORM CODES, CORRECTING REFERENCES IN TITLE 3, CHAPTER 11, SECTION 07, DIRECTING THE CITY CLERK, AND PROVIDING AN EFFECTIVE DATE.

The principal provisions of the Ordinance

- Repeals Title 2, Chapter 4, in its entirety.
- Enacts Title 3, Chapter 20 which relocates Title 2, Chapter 4 in its entirety, with some minor modifications and additions, to Title 3 *PLANNING AND ZONING*, as a new Chapter 20 *HISTORIC PRESERVATION*, with Sections 3.20.010 Purpose, 3.20.020 Historic Preservation Commission, 3.20.030 Organization, Officers, Rules, Meetings, 3.20.040 Powers, Duties and Responsibilities, 3.20.100 Designation of Historical Districts, Including Historical Districts, Residential, 3.20.110 Designation of Historic Property or Historic Landmarks, 3.20.120 Ordinary Repairs, Public Safety, 3.20.130 Acquisition of Property, 3.20.140 Acquisition of Historic Easements, 3.20.150 Notice to City Departments and Other Agencies; Register of Historical Districts, Properties and Landmarks, 3.20.160 Amendment or Rescission of Historic Designation on Recommendation of Commission, 3.20.170 Demolition or Removal of Historic Structures, 3.20.200 Exemption from Fire or Building Codes, 3.20.210 Adoption of Code Compliance with the Uniform Code for Building Conservation, and 3.20.300 Penalties.
- Amends Section 3.2.02 of the McCall City Code to change the definition of “Person”.
- Amends Section 3.11.07 Exceptions of the McCall City Code

The Ordinance shall take effect on May 1, 2020.

The full text of the Ordinance is available for review at City Hall and will be provided by the City Clerk to any citizen upon personal request, or can be viewed on the City website at www.mccall.id.us.

APPROVED BY THE COUNCIL OF THE CITY OF McCall, IDAHO, THIS ____ DAY OF _____, _____.

Approved:

By _____
Robert Giles, Mayor

ATTEST:

By _____
BessieJo Wagner, City Clerk

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 20-123
Meeting Date April 23, 2020

AGENDA ITEM INFORMATION

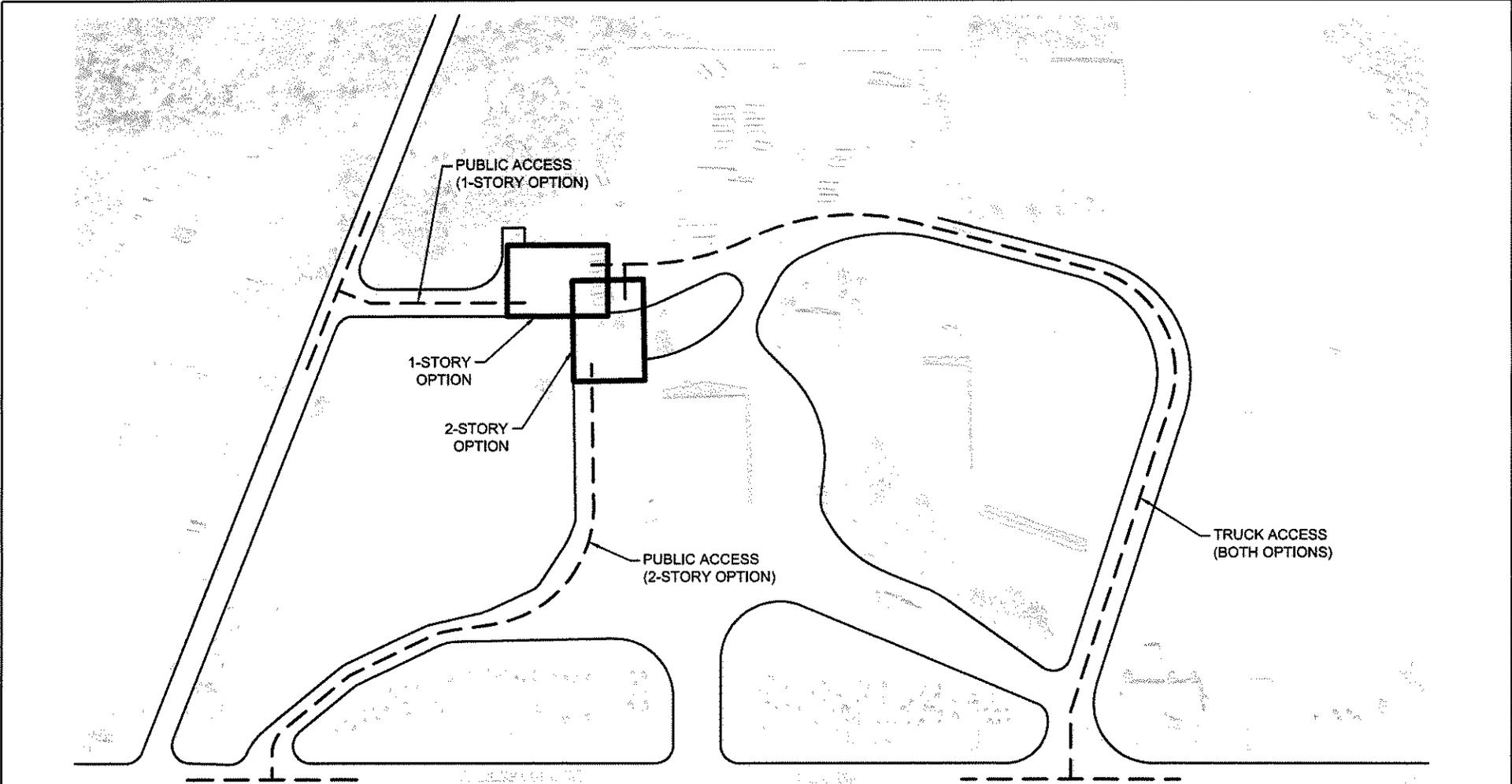
SUBJECT: <i>Valley County Recycling Facility Update and Discussion</i>	<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
	Mayor / Council		
	City Manager	ABS	Originator
	Clerk		
	Treasurer		
	Community Development		
	Police Department		
	Public Works		
	Golf Course		
	Parks and Recreation		
COST IMPACT:			
FUNDING SOURCE:	Airport		
	Library		
TIMELINE:	Information Systems		
	Grant Coordinator		

SUMMARY STATEMENT:
County Commissioner Dave Bingaman, County Treasurer Gabe Stayton and Lakeshore Disposal Operations Manager Scott Carnes will provide Council an update on the County’s future plans for recycling facilities. Community and Economic Development Director Michelle Groenevelt will be available to provide background and zoning context for the Valley County recycling facility site on Deinhard Lane in McCall. A copy of the site plans for the proposed Lake Fork recycling facility is attached.

RECOMMENDED ACTION:
Discuss and provide feedback to the County on the future of recycling operations in Valley County.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION



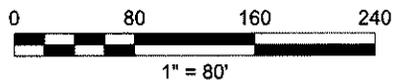
PUBLIC ACCESS
(1-STORY OPTION)

1-STORY
OPTION

2-STORY
OPTION

PUBLIC ACCESS
(2-STORY OPTION)

TRUCK ACCESS
(BOTH OPTIONS)



PLAN

LAKE FOREST TRANSFER STATION
OVERALL SITE PLAN
VALLEY COUNTY, ID
AUGUST 2018

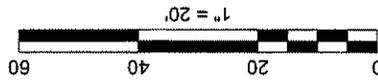
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PLOT DATE: 8/29/2018

PLOT TIME: 8:10 AM

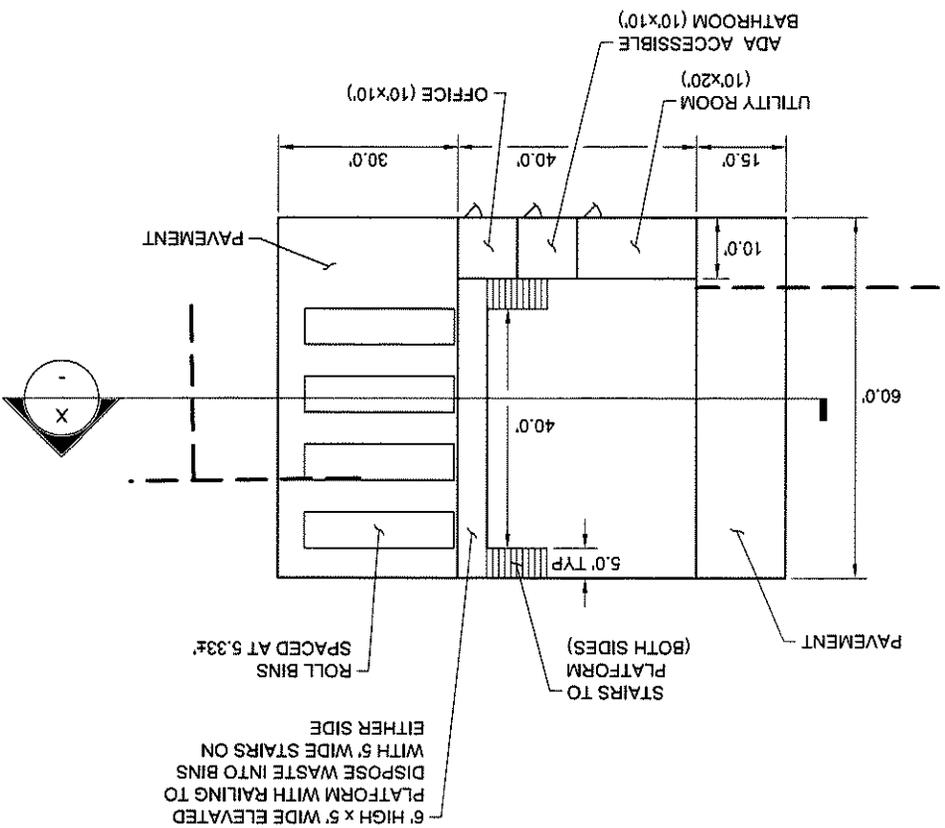




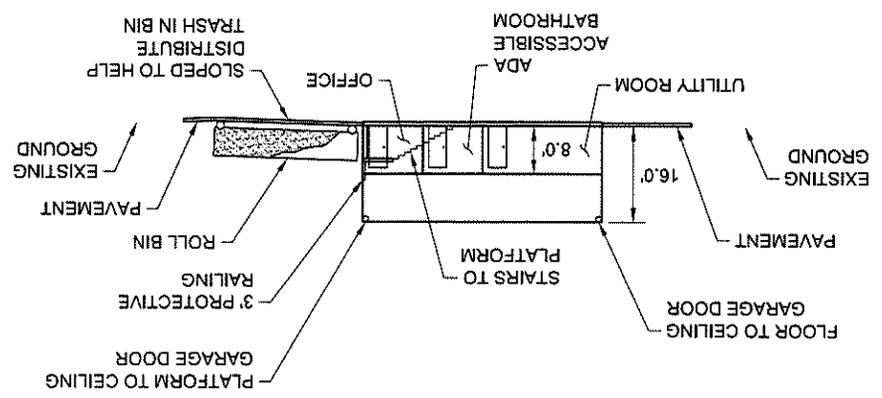
LAKE FOREST TRANSFER STATION
1-STORY SITE PLAN
VALLEY COUNTY, ID
AUGUST 2018

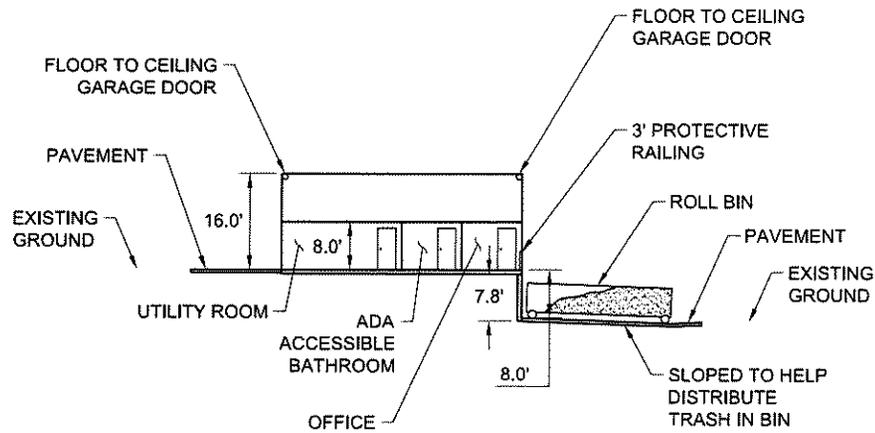


PLAN

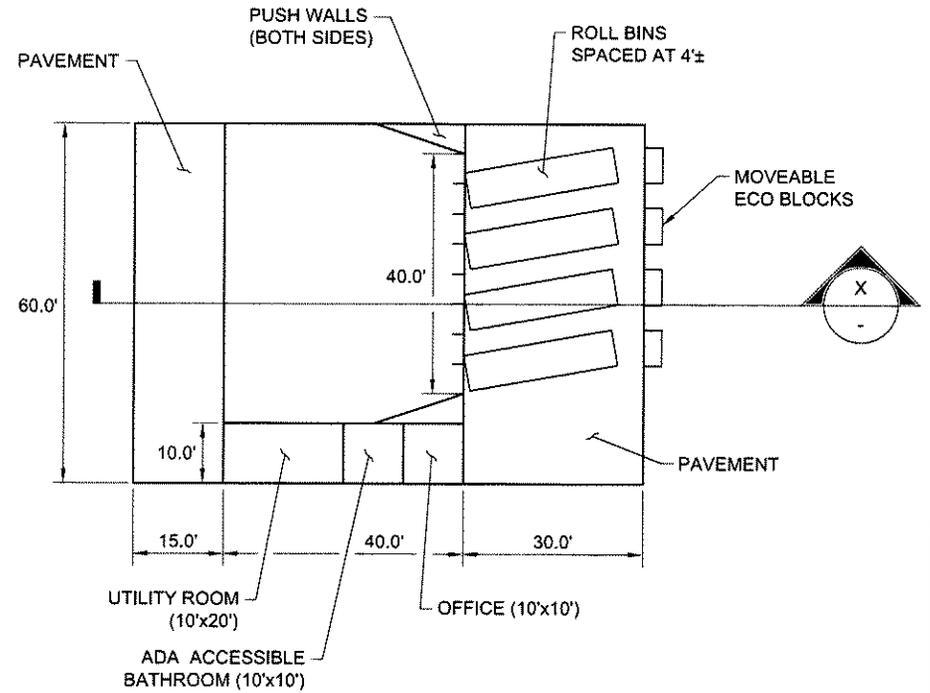


SECTION X

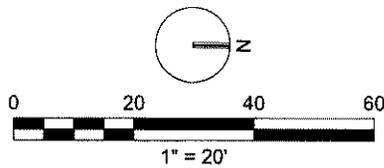




SECTION X



PLAN



**LAKE FOREST TRANSFER STATION
2-STORY SITE PLAN**
VALLEY COUNTY, ID
AUGUST 2018

706849

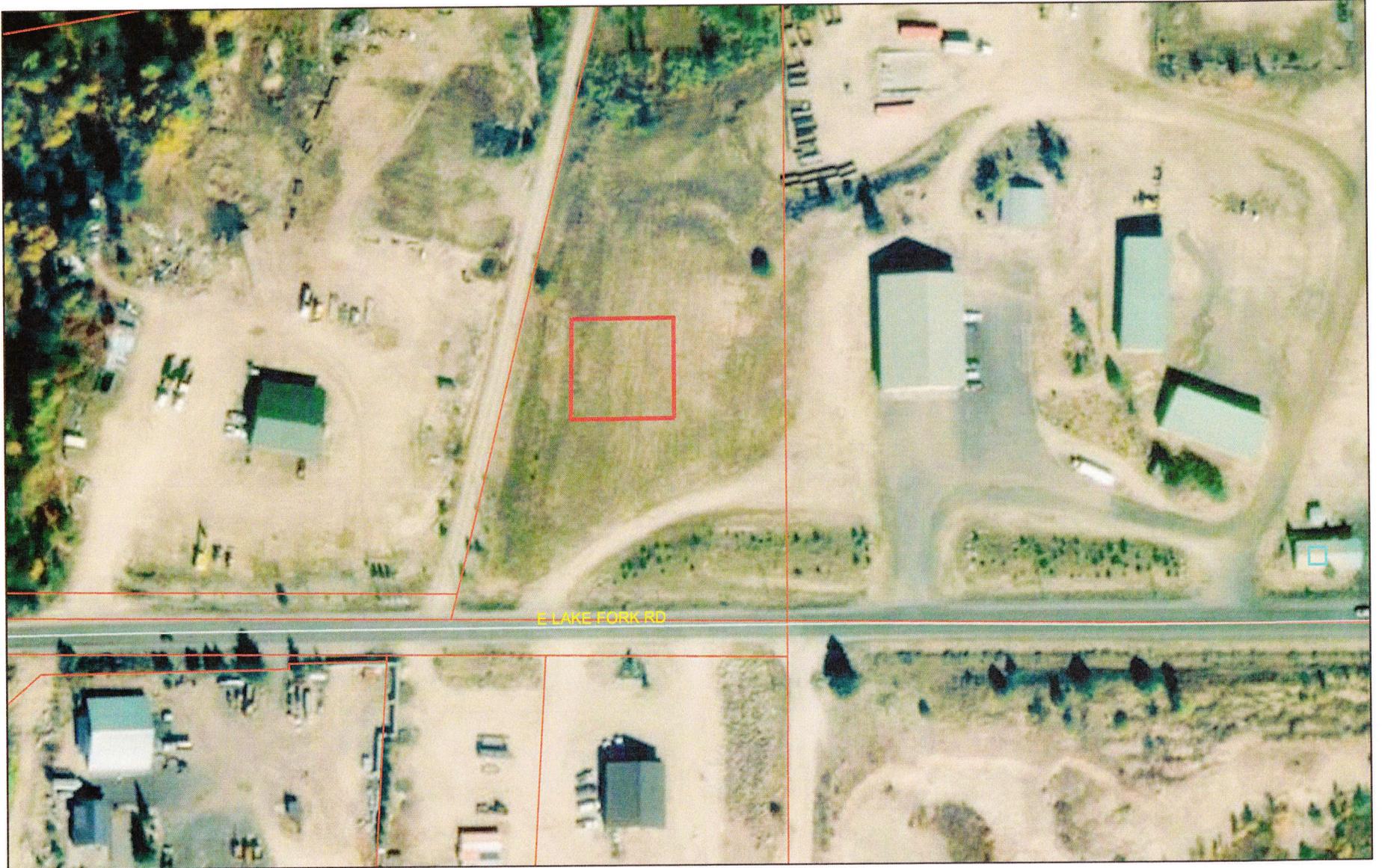
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PLOT DATE: 8/29/2018

PLOT TIME: 8:10 AM

ch2m.

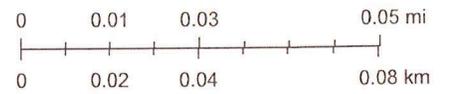
Assessor's Map & Parcel Viewer



4/14/2020 4:02:02 PM

 Valley County Boundary

1:2,257



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

Valley County
Maxar | Idaho State Tax Commission |

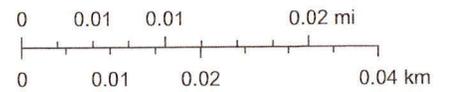
Assessor's Map & Parcel Viewer



4/14/2020 3:52:53 PM

 Valley County Boundary

1:1,128



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

Valley County
Maxar | Idaho State Tax Commission |

Valley County Recycle Centralization Proposal
Lake Shore Disposal Cost Comparison
Prepared 1/23/20

Estimated FY2020 Recycle Expenses

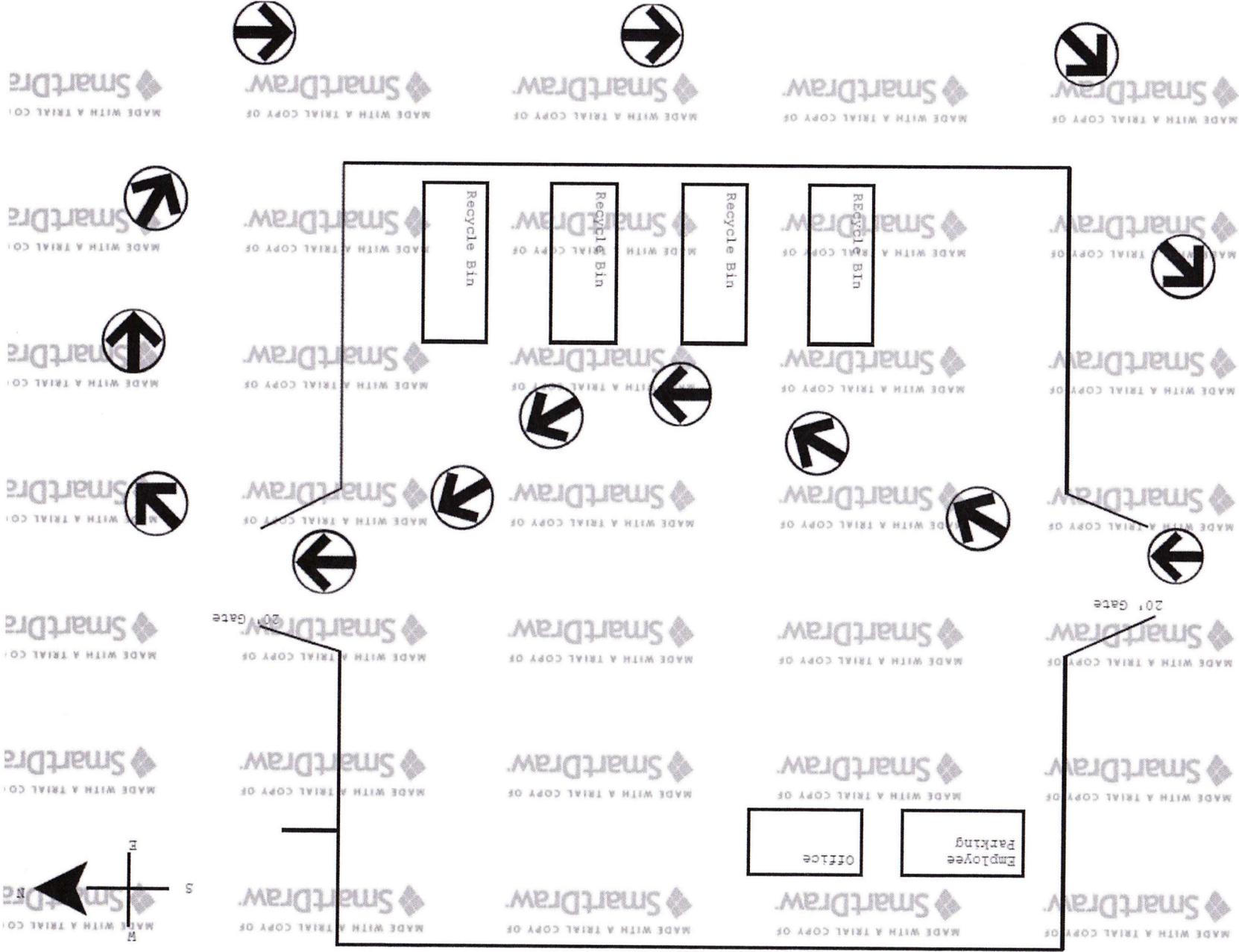
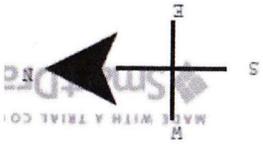
Flat Fee (\$7,748.59/month)	\$ 92,983.08
Est. Hauling Charges	\$ 107,400.00
Total Estimated FY2020 Recycle Expenses	<u>\$ 200,383.08</u>

Proposed Centralized Flat Fee (\$11,581.60/month) **\$ 138,979.20**

Estimated Savings in Lake Shore Cost **\$ 61,403.88**

Other Significant Considerations

1. Under the proposal Lake Shore would fully man the recycle facility at the Lakefork site Tuesday - Saturday for 8 hours per day.
2. Valley County would be responsible for constructing a fenced-in area where the Lake Shore-provided bins would be placed.
3. A snow removal plan would need to be developed.
4. A Conditional Use Permit would need to be approved by Planning and Zoning.
5. An amendment to Exhibit D of the agreement with Lake Shore would need to be drafted and approved.
6. Electricity would need to be provided to a mobile office that will be supplied by Lake Shore. Water and sewer service is preferred, but not necessary. This could wait until a determination is made regarding a more permanent structure.



**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 20-114
Meeting Date April 23, 2020

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Approve Resolution 20-07: Creation of a Housing Advisory Committee and Adoption of Bylaws</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development	MG	Originator
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	n/a	Airport		
FUNDING SOURCE:	n/a	Library		
TIMELINE:	ASAP	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

At the November 7, 2019 Council meeting, there was discussion about creating a Housing Advisory Committee (HAC), and Council provided direction to staff to develop the necessary documents to form this committee. This will be an advisory committee to the McCall City Council. The ideal HAC would consist of broad representation including but not limited to representatives of the following housing related industries: real estate, employer/chamber of commerce, attorney, developer, builder/construction, financing and a senior citizen.

The HAC will be responsible for providing recommendations to the City Council on the McCall Housing Strategy and Program implementation. This may include identifying funding sources, developing incentive programs, identifying code amendments, reviewing Requests for Proposals, and acting as a ‘think tank’ for local housing solutions.

The Resolution and Bylaws are attached.

RECOMMENDED ACTION:

Approve Resolution 20-07 for the formation and bylaws for a Local Housing Advisory Committee and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION
November 7, 2019	Discuss concept of creating a Housing Advisory Committee with City Council



City of McCall

RESOLUTION NO. 20-07

A RESOLUTION OF THE CITY OF MCCALL ADOPTING THE BYLAWS, PRACTICES AND PROCEDURES FOR THE CITY OF MCCALL LOCAL HOUSING ADVISORY COMMITTEE.

WHEREAS, pursuant to Idaho Code 50-210 and McCall City Code 1.10.1, the McCall City Council has the authority to appoint such committees as necessary to assist the City Council in developing policies regarding issues the City Council determines are important to the well-being of the City, its residents, and visitors; and

WHEREAS, Local Housing for full-time residents has become unaffordable for some essential members of the workforce, and such affordability affects the economic, and non-economic, well-being of the City of McCall and Valley County as a whole; and

WHEREAS, the McCall City Council has determined that it desires to form a local housing committee to review current issues regarding local housing for full-time residents and possible solutions for increasing the amount of local housing available in McCall and the surrounding area; and

WHEREAS, it is necessary to adopt Bylaws for such Committee.

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

Section 1. Recitals

The McCall City Council adopts the BYLAWS, PRACTICES AND PROCEDURES for the City of McCall Local Housing Advisory Committee which are attached hereto as Exhibit A.

Passed and approved this ____ day of _____ 2020.

CITY OF MCCALL
Valley County, Idaho

Robert Giles, Mayor

ATTEST:

BessieJo Wagner, City Clerk

EXHIBIT A

BYLAWS, PRACTICES AND PROCEDURES THE CITY OF McCALL LOCAL HOUSING ADVISORY COMMITTEE

ARTICLE I ESTABLISHMENT

Section 1. Establishment:

The City of McCall Local housing Advisory Committee (hereinafter called the Committee) is established by authority of Idaho Code 50-210. The office shall be located in the McCall City Hall Building (Legion Hall meeting room) at 216 E. Park Street, McCall, ID 83638. Telephone (208) 634-7142.

ARTICLE II MEMBERSHIP AND OFFICERS

Section 1. Membership:

The Committee shall consist of five (5) voting members appointed by the City Council. The term of office for each appointive member shall be three (3) years. Each member may serve no more than 2 consecutive terms. Committee members need not be a resident of the City of McCall. Representation from housing and construction related professionals such real estate, land use law, building and construction, architecture, finance and other related fields, is preferred.

Section 2. Officers, Number, Qualifications and Duties:

The officers of the Committee shall be a Chairperson and a Vice-Chairperson. The Chairperson shall be elected by and from among the members of the Committee. The member of the Committee most senior in longevity (not including the Chairperson) shall be designated as and serve as Vice Chairperson. The duties of such officers shall be such as are usually performed by such officers in similar organizations and as defined by the parliamentary authority adopted by the Committee in Article IV, Section 1, of these Bylaws, as well as the following:

A. Chairperson:

1. Preside at all meetings of the Committee.
2. Sign documents of the Committee.
3. Assure that all actions of the Committee are properly taken.
4. Make Sub-Committee appointments as required.

B. Vice-Chairperson:

During the absence, disability or disqualification of the Chairperson, the Vice-Chairperson shall exercise or perform all duties and be subject to all the responsibilities of the Chairperson.

Section 3. Election and term of Office, Vacancies:

Officers shall be elected by majority vote of the members of the Committee annually at the first Committee meeting of each calendar year and shall serve a term of one year or

until their successors are elected. Vacancies in officer's positions shall be filled by election whenever they occur, at the meeting next following the occurrence of the vacancy in the manner provided for election of officers in this section.

Section 4. Resignation:

Any officer may resign at any time by giving written notice of such resignation to the Committee. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt by the Committee, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Removal:

Any officer may be removed, with or without cause, upon a vote of a majority, but no fewer than three, of the voting members of the Committee; a successor may be elected as in these Bylaws provided for the filling of vacancies at any time.

Section 6. Secretary:

The Committee will be staffed by the CED Administrator, or his/her designee. In addition to providing customary technical support, staff will perform the following duties of Secretary:

1. Keep the minutes of all meetings of the Committee in an appropriate minute's book.
2. Advertise all legal notices required by the Idaho State Code or these bylaws.
3. Prepare the agenda for all meetings of the Committee.
4. Be custodian of Committee records.

ARTICLE III MEETINGS

Section 1. Regular Meetings:

The Committee shall meet quarterly for a regular meeting. The regular quarterly meeting may be scheduled for a date in order to not conflict with holidays or significant local or civic events. The Secretary will publish and distribute to the members an agenda on or before the Friday before the meeting. In the event there is no business to transact, the meeting will be cancelled. The absence of an agenda serves in lieu of a notification of cancellation.

Section 2. Quorum:

At all meetings of the Committee the presence at the commencement of any meeting in person of a majority of the members thereof who are qualified to vote shall be sufficient to constitute a quorum for the transaction of any business of the Committee.

ARTICLE IV RULES OF ORDER

Section 1. Rules of Order:

The order of business for the Committee shall be the following:

- A. Open-call meeting to order
- B. Attendance roll call
- C. Review and approval of minutes of preceding meetings
- D. Old Business
- E. New Business

ARTICLE V VOTING

Section 1. Voting:

Each regularly appointed member shall be entitled to one vote on any matter which may come before the Committee. The vote of a majority of the members present at any meeting attended by a quorum of its members shall be necessary to decide any item. The Chairperson may enter into the discussion of and vote on any item before the Committee.

Section 2. Tie Votes Concerning Recommendation to City Council:

Upon a vote to recommend approval or disapproval of a proposed action to the governing board, a vote which results in a tie shall automatically require that a recommendation of disapproval to the proposed action be forwarded to the **City Council**.

ARTICLE VI AGENDA

Section 1. Agenda

In order to facilitate and conduct orderly business, the members of the Committee resolve: For those persons desirous of coming before this body, a list of particulars shall be submitted to the Administrator stating the reason or reasons why they wish to be heard, in order to facilitate this process and give proper notice to all persons who may be affected and therefore giving them an opportunity to be heard. Said list of particulars must be submitted no later than 12:00 noon on the Wednesday preceding the next scheduled meeting. Any request presented in this manner will be drawn up and published and/or aired through various media to inform the public of business presented. All requests received will be heard in the same order in which received, i.e., first request received will be heard first, etc.

ARTICLE VII COMMITTEES

Section 1. Committees:

Sub-Committees may be established and appointed and given charge and timelines by the Chairperson to assist the Committee in performance of its function. Citizens and public officials may also be appointed to serve as non-voting members on the sub-committees.

ARTICLE VIII AMENDMENT OF BYLAWS

Section 1. Amendments:

Amendments to these Bylaws may be recommended at any regular meeting of the Committee by a two-thirds vote of the members thereof, provided, however, that the amendment must have been submitted in writing at the previous regular meeting of said Committee. No Amendment is effective unless approved by the McCall City Council.

Adopted this _____ day of _____, 2020.

Chairperson

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 20-122
Meeting Date April 23, 2020**

AGENDA ITEM INFORMATION

SUBJECT: <i>Request for Approval of the Planning, Design, And Engineering Agreement For the Lake Front Improvement Project</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development	MG	Originator
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	\$200,000	Airport		
FUNDING SOURCE:	MRA	Library		
TIMELINE:	ASAP	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

The existing 1990 urban renewal district is planning for their final projects before closing out the district in December 2021. Many of the proposed improvements, identified in the 2006 Lake Front Improvement Plan, north of Mile High Marina to Brown Park, have not been completed and continue to suffer from deteriorating conditions. In order to better understand the costs associated with the remaining projects, further planning, design, and engineering is necessary. MRA approved a not to exceed budget of \$200,000 for this effort.

City would manage this project and provide the Agency with periodic reports and updates on the completion of the design services, engineering services, and cost estimating for Agency review and comment, including approval of the design. The attached Agreement outlines the terms and conditions for how this project would be administered and reimbursed by the Agency.

RECOMMENDED ACTION:

Approve the Planning, Design, And Engineering Agreement between the City of McCall and the McCall Redevelopment Agency (MRA) for the Waterfront Improvement Project and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

**PLANNING, DESIGN, AND ENGINEERING AGREEMENT
FOR THE LAKE FRONT IMPROVEMENT PROJECT**

THIS PLANNING, DESIGN, AND ENGINEERING AGREEMENT FOR THE LAKE FRONT IMPROVEMENT PROJECT (“Agreement”) is made and entered into this ____ day of _____, 2020, by and between the City of McCall, Idaho, a municipal corporation of the state of Idaho (the “City”), and the Urban Renewal Agency of the City of McCall, Idaho, also known as the McCall Redevelopment Agency, an independent public body corporate and politic, (the “Agency”), individually referred to as “Party” and collectively as the “Parties.”

RECITALS

The Agency is authorized to undertake and carry out urban renewal projects to eliminate, remedy, or prevent deteriorated or deteriorating areas through redevelopment, rehabilitation or conservation, or any combination thereof, within its area of operation and is authorized to carry out such projects jointly with the City.

The City Council, after notice duly published, conducted a public hearing on the 1990 Urban Renewal Plan for the Railroad Avenue Area (the “Railroad Avenue Plan”).

Following said public hearing, the City Council adopted its Ordinance No. 578 on December 13, 1990, approving the Railroad Avenue Plan, establishing what is commonly referred to as the Lakefront Project Area, which area is depicted on Exhibit A, attached hereto and incorporated herein by reference.

In 2006, pursuant to Section 900 of the Railroad Avenue Plan, the Agency prepared the 2006 Updated Urban Renewal Plan (the “Amended Railroad Avenue Plan”).

The Amended Railroad Avenue Plan identified creation or improvement of lake front improvements, shoreline restoration/stabilization and the construction of a boardwalk/overlook area to the south of Brown Park, as well as enhancements to pathways and Payette Lake access as important objectives of the plan actions, as further set forth in the McCall Lake Front Improvements – An Urban Renewal Project, Design Development and Decision Package, dated October 2006 (the “Lake Front Improvement Project Plan”).

The Agency and the City have jointly and collectively undertaken and made improvements identified in the Lake Front Improvement Project Plan within the Lake Front Project Area as part of the urban renewal plan contemplated improvements.

As a result of the overall investment in public improvements within the Lake Front Project Area, significant economic investment and reinvestment has occurred in and around the Lake Front Project Area and has increased recreation and public access to Payette Lake.

The Amended Railroad Avenue Plan and the Lake Front Project Area terminate December 31, 2020, recognizing the Agency shall receive its allocation of revenues in 2021,

pursuant to Idaho Code § 50-2903(7) (the “Termination Date”). Many of the proposed improvements north of Mile High Marina to Brown Park identified in the Lake Front Improvement Project Plan have not been completed and continue to suffer from certain deteriorating conditions.

Over several years, that portion of the Lake Front north of the Marina to Brown Park has deteriorated to the point of requiring major improvements. In order to better understand the costs associated with the remaining projects in the Lake Front Improvement Project Plan, further planning, design, and engineering is necessary.

Preliminary estimates for the costs of the planning, design, and engineering for those improvements identified in the Lake Front Improvement Project Plan north of Mile High Marina to Brown Park total \$200,000 (the “Lake Front Improvement Project”).

The Agency Board finds it in the best interests of the Agency to continue to enhance the development within the Lake Front Project Area and in the best interests of the public to provide financial support for the Lake Front Improvement Project.

The Agency and City desire that the Lake Front Improvement Project be planned, designed, and engineered to allow further consideration of funding for certain additional construction projects within the Lake Front Project Area prior to the Termination Date.

The City has expressed its desire to participate with the Agency for the purpose of assisting in the planning, design, and engineering the Lake Front Improvement Project and providing construction planning, design, and engineering services to the Agency for the Lake Front Improvement Project.

The City and the Agency hereby find and determine that this Agreement enables them to cooperate to their mutual advantage in a manner that will best accord with the needs and development of the City and the Agency.

The ability for the City and Agency to cooperate and jointly benefit each other is expressly allowed pursuant to Idaho Code Section 50-2015.

In consideration of the payment by the Agency for the Lake Front Improvement Project costs, as more specifically defined in this Agreement, the City hereby agrees to serve and perform as project manager for the planning, design, and engineering of the Lake Front Improvement Project; said design to be subject to the review and approval of the Agency.

AGREEMENT

NOW, THEREFORE, in consideration of the provisions contained herein and the recitals set forth above which are a material part of this Agreement the Parties agree as follows:

1. Definitions. As used in this Agreement, the following words, unless the context dictates otherwise, shall have the following meanings:

Act shall mean collectively the Idaho Urban Renewal Law of 1965, title 50, chapter 20, Idaho Code, as amended and supplemented and the Local Economic Development Act, title 50, chapter 29, Idaho Code as amended and supplemented.

Agency shall mean the Urban Renewal Agency of the City of McCall, Idaho, also known as the McCall Redevelopment Agency, an urban renewal agency created by and existing under the authority of the Act as an independent public body, corporate and politic.

Agreement shall mean this Planning, Design, and Engineering Agreement between the City and the Agency.

Board shall mean the Board of Commissioners of the Agency as the same shall be duly and regularly constituted from time to time.

City shall mean the city of McCall, Idaho, a municipal corporation, of the state of Idaho, organized under title 50, Idaho Code, as amended.

Engineering Services shall mean the planning, design, engineering, and surveying work related to the Lake Front Improvement Project along with the agreement with the selected Engineering Services provider or as performed by the City's Engineering Department.

Lake Front Improvement Project shall mean the infrastructure and improvements north of Mile High Marina and within the Lake Front Project Area, which consists of the planning, design, and engineering, of public improvements related to the Lake Front Improvement Project, including but not limited to, improvements for on-street parking on E. Lake Street, improvements and/or construction of pathways, improvements to Brown Park, and erosion and deterioration issues occurring in Brown Park.

Project Design shall mean the services related to planning, design, engineering, and proposing the location of certain public improvements related to the Lake Front Improvement Project.

2. Recitals and Purpose.

2.1 The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein.

2.2 The purpose of this Agreement is to provide for the definition of rights, obligations, and responsibilities of the Agency and City regarding the planning, design services, engineering services, and cost estimating services for this Agreement. Generally, the Agency shall be responsible for the costs of planning, design, and engineering of the Lake Front Improvement Project, including costs for the planning, design, engineering, and administration of the Lake Front Improvement Project. The City shall serve as project manager as described below. This Agreement constitutes a joint agreement between the City and the Agency for the successful completion of the proposed scope of work.

3. City Services and Responsibilities. City agrees to furnish its skill and judgment necessary to carry out the project administration for the Lake Front Improvement Project.

3.1 Planning, Design, and Engineering. City and Agency shall coordinate hiring of necessary planning, design, engineering or landscape architectural services, cost estimating, and administration for the Lake Front Improvement Project consistent with public procurement and bidding requirements. City shall provide the Agency with periodic reports and updates on the completion of the design services, engineering services, and cost estimating for Agency review and comment, including approval of the final design of the Lake Front Improvement Project.

3.2 Engineering Services. Agency and City acknowledge City intends to complete design and engineering services either “in house” through the City’s Engineering Department or through the City’s On-Call Engineers. The City Engineering Department or the City’s On-Call Engineers will provide planning, design, engineering, and site location for the Lake Front Improvement Project. In the event outside engineering services are needed, both City and Agency agree to proceed through the required selection process required by state statute. In that event, Agency may determine a not-to-exceed amount for such design and engineering services.

3.2.1. Planning, Site Location, Design Services, and Engineering Services. The Lake Front Improvement Project Plan concept shall be the basis for the engineering and design to be completed under this Agreement. The completed scope of work shall include a specific cost estimate for the Lake Front Improvement Project, including construction costs. If that estimate exceeds the not-to-exceed figure described in section 6 of this Agreement, the City and Agency shall mutually determine what alternatives should be pursued, including redesign, relocation, seeking additional funds, or not proceeding further.

3.2.2. Construction Project. Upon completion of the planning, design, and engineering work set forth in this Agreement, both City and Agency agree to consider moving forward with the construction of certain improvements of the Lake Front Improvement Project. The Agency's participation or contribution to the Lake Front Improvement Project shall be limited to a not-to-exceed amount as set forth in section 6 of this Agreement, which includes the planning, design services, engineering services, and cost estimating work described herein. Nothing herein, however, commits either the City or Agency to undertake the construction of the Lake Front Improvement Project.

3.3 Bid Solicitation and Award. City shall solicit bids ("Bids") for specific projects identified in the Lake Front Improvement Project subject to Agency approval. Representatives from Agency and City shall review the Bids. Agency and City shall agree upon the qualified public works contractor submitting the bid in compliance with chapter 28, title 67, Idaho Code for the Lake Front Improvement Project.

3.4 Design and Engineering. City and Agency acknowledge the design work has commenced. The obligations under this Agreement shall end either thirty (30) days after final payment for design and engineering services has been paid or determination by the City and Agency to not pursue the construction of the Lake Front Improvement Project, whichever occurs first. The City shall:

3.4.1 Provide administration of the Engineering Services to determine the location, design, engineering, and administration of the Lake Front Improvement Project and any agreements related thereto;

3.4.2 Provide administration of the Lake Front Improvement Project in compliance with generally accepted standards, recognizing that the Lake Front Improvement Project is an Agency project with the City providing project management. City shall comply with all applicable statutory provisions including, but not limited to, chapter 28, title 67, Idaho Code;

3.4.3 Provide necessary project management and oversight to assure contractor's timely progress, process all invoices and payment requests, and verify contractor's entitlement to all progress payments or other payments requested by contractor;

3.4.4 Recommend necessary or desirable changes to the Agency and, if accepted, prepare and sign necessary change orders;

3.4.5 Inspect the work and advise the Agency whenever work fails to conform with the contract documents;

3.4.6 Receive and hold all certificates of insurance required by the contract;

3.4.7 Provide monthly progress reports to Agency either in writing or by presentation to Agency at Agency's board meetings;

3.4.8 Assist in the interpretation of the drawings and specifications among the City, Agency, and the contractor;

3.4.9 Maintain all necessary records, documents, drawings, and other related documents normally maintained for a public works project;

3.4.10 Determine when a designated portion of the Lake Front Improvement Project is substantially complete and determine when the work is ready for final inspection and final payment to the contractor; and

3.4.11 The agreements with design and engineering professionals shall be between the City and the selected contractor.

5. Effective Date. This Agreement shall be effective upon execution of the Agreement by Agency's Chairman of the Board of Commissioners and the Mayor of the City.

6. Method of Reimbursement. As consideration for the improvements identified in the Lake Front Improvement Project, the Agency shall pay for the costs of the Lake Front Improvement Project, including planning, design, and engineering services and project management and administration by the City. Such costs shall not exceed \$200,000, including the project administration costs imposed by the City. If the estimated costs for the proposed scope of work, including planning, design, and engineering costs, exceeds \$200,000, the City shall request in writing the approval of the Agency for the additional funds. Such request shall be made prior to incurring any costs in excess of \$200,000.

In order to provide sufficient documentation to ensure compliance, the City shall provide the Agency with the following information in monthly invoices and in a final invoice upon completion of the Lake Front Improvement Project:

6.1 requests for payment for billing invoices received from the contractor for work related to the Lake Front Improvement Project with sufficient documentation to ensure accuracy; and

6.2 monthly reports on the Lake Front Improvement Project's status as described above.

Upon receipt and approval of the monthly invoice, Agency shall remit payment to City for all approved amounts within forty-five (45) days of receipt of the invoice. If Agency disputes any amount, Agency shall pay the undisputed amount within forty-five (45) days and reasonably cooperate with City to resolve the disputed amount. City shall include this payment process within the agreement with the selected Engineering Services firm.

City shall, upon completion of the Lake Front Improvement Project, submit an invoice for all Direct Personnel Expense and Reimbursable Costs incurred by City for design engineering, and project management. If Agency disputes any amount, Agency shall pay the undisputed amount within forty-five (45) days and reasonably cooperate with the City to resolve the disputed amount. The purpose of this section is to provide for payment of Lake Front Improvement Project costs directly by the Agency.

Direct Personnel Expense is defined as that portion of the direct salaries of all of the City's personnel engaged on the Lake Front Improvement Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

The term Reimbursable Costs shall mean costs necessarily incurred by the City in the proper performance of services which directly benefit the Lake Front Improvement Project. Such costs shall be at rates not higher than the standard paid in Valley County for a public works project, except as may be approved by prior consent of the Agency. City, in its sole and unilateral discretion, may decide to forego reimbursement for expenses incurred for administration of the Lake Front Improvement Project as its contribution to the Lake Front Improvement.

7. Records. Records of Lake Front Improvement Project costs, Reimbursable Costs, and costs pertaining to Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Agency or the Agency's authorized representative at mutually convenient times.

8. Insurance.

8.1 The City (either itself or the selected contractor) shall purchase and maintain, for the benefit of the City and the Agency, insurance for protection from claims under the worker's compensation law of the state of Idaho arising from work performed on the Lake Front Improvement Project; claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any of the City's employees or of any person while working on the Lake Front Improvement Project; claims for damages because of injury to or destruction or loss of use of tangible property as a result of work on the Lake Front Improvement Project; and claims arising out of the performance of this Agreement and caused by negligent acts for which the City is legally liable. The terms and limits of liability shall be determined solely by the City, and nothing herein shall be construed as any waiver of any claim or defense by the City or the Agency premised upon any claim of sovereign immunity or arising from the Idaho Tort Claims Act. The amount of insurance shall be in the amounts set forth in the Idaho Tort Claims Act.

8.2 The City shall also purchase and maintain for the benefit of the City and Agency property damage insurance for any property damage to the Lake Front Improvement Project or other property owned by the City.

9. Amendment. This entire Agreement may be amended at any time and from time to time by the mutual written consent of the City and the Agency.

10. Severability. In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. Notice. Any and all notices required to be given by either of the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To Agency:

McCall Redevelopment Agency
c/o Michelle Groenevelt, AICP
Community and Economic
Development Director
City of McCall
216 East Park Street
McCall, ID 83638

To City:

City of McCall
216 East Park Street
McCall, ID 83638

12. Non-Waiver. Failure of either Party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

13. Choice of Law. Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

14. Attorney Fees. Should any litigation be commenced between the Parties hereto concerning this Agreement, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court or arbitrator of competent jurisdiction. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Agreement.

15. Authority to Execute. Agency and City have duly authorized and have full power and authority to execute this Agreement.

16. Assignment. It is expressly agreed and understood by the Parties hereto that City shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of Agency.

17. Disputes. In the event that a dispute arises between Agency and City regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

19. Entire Agreement. This Agreement, along with any and all exhibits attached hereto and incorporated herein by reference, contains and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the Project.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto, through their respective governing boards, have executed this Agreement on the date first cited above.

CITY OF McCALL

By _____
Bob Giles, Mayor

ATTEST:

BessieJo Wagner, City Clerk

McCALL REDEVELOPMENT AGENCY

By _____
Rick Fereday, Chairman

ATTEST:

Secretary

4844-9210-5398, v. 2

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 20-124
Meeting Date April 23, 2020

AGENDA ITEM INFORMATION				
SUBJECT: <i>Request to Approve the Architectural Services Agreement for Bennett Architect Inc. for the Legacy Beach Intake Station Reconstruction Project</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works	LMK	Originator
		Golf Course		
		Parks and Recreation		
COST IMPACT:	\$22,480	Airport		
FUNDING SOURCE:	Water Fund	Library		
TIMELINE:	April – September 2020	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

The City’s Legacy Beach water intake station has been located within Legacy Park since the late 1950s. More recently, the western portion of the building has been experiencing a subsiding foundation. Addressing this problem was identified in the 5-year CIP of the City’s 2017 Water Master Plan. In Fall 2019, staff developed an in-situ micropile foundation stabilization that would not require demolition but were unable to receive a responsive bid for the project. Therefore, only temporary measures we made last Fall to assure against failure due to snow loading during the winter.

Staff and our consulting team have re-evaluated the project in its entirety. A concept report was prepared by SPF Water Engineers (SPF) in March 2020 that provided an assessment of the cost of improving the aged facility for the future. We now understand that full reconstruction of the failing portion combined with an overall cosmetic facelift and securing the required conditional use permit (CUP) to entitle the facility Legacy Park’s civic zoned property will provide the most efficient way of implementing the improvements.

To complete this project, staff will utilize architectural and engineering consultants to prepare plans and specifications required for both the building and surrounding park area improvements. Bennett Architect, Inc. will provide architectural services for design of both the structure (new and existing portions) and landscaping improvements. The architectural services also include assistance with the land use application submittals to Planning and Zoning and City Council. Associated civil engineering services will be provided under a separate agreement with Clear Solutions Engineering, LLC. City entitlement and land use applications relating to the project will primarily be managed by Public Works staff.

RECOMMENDED ACTION:

Approve the Architectural Services Agreement with Bennett Architect, Inc., and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION



LeGrand Bennett
P.O. Box 1777 McCall, ID 83638
(208) 634-9796 fax: 634-8745

ARCHITECTURAL SERVICES COST ESTIMATE

DATE: April 15, 2020

CLIENT NAME: City of McCall

PROJECT/ LOCATION: Legacy Beach Intake Reconstruction Project.
Legacy Park, McCall, Idaho.

Work Description:

Hours:

Architectural Design:

Document Existing Structure as Necessary, Existing Floor Plan, Existing Site Plan, Existing 3D Exterior Model Views.

Preliminary Floor Plans w/ internal components as defined by City/Clearwater, 3D Exterior Model Views, 2D Exterior Elevations, Site Plan, Site- Landscape Plan, Exterior Lighting Plan.

Revisions to Preliminary Floor Plan, 3D Exterior Model Views, 2D Exterior Elevations, Site Plan, Site- Landscape Plan, Exterior Lighting Plan, On-Site Photos as necessary.

Architectural Design Total: **48.0**

Conditional Use Permit/ Design Review/ Scenic Route Review

Applications/ Process:

Planning and Zoning Pre-Application Meeting Attendance/ Representaion, Neighborhood Meeting Attendance/ Representation.

CUP, Design Review, Scenic Route Review P&Z Attendance/ Representation.

Planning and Zoning Representation Total **10.0**

Construction Drawings/ Engineering:

Preliminary Foundation Plan, Framing Plans, Sections and Details as Necessary to Structural Engineer, Construction Drawings

Coordination; Architectural Floor Plans, 2d Exterior Elevations, 3d Exterior Views, Building Sections; Site/ Civil Engineering Coordination as Necessary; Energy Evaluation and/ or HVAC J-Manual Coordination as Necessary.

Permitting/ Construction Phase:

Client/ Contractor Meetings Prior to Construction, On-site staking, Consulting and On-Site Meetings as Necessary.

Construction Drawings/ Engineering Total: **60.0**

<u>Total hours</u>	118.0
<u>Total hours @ \$110/hr</u>	\$12,980.00

<u>Total Estimated Archictural Services Costs</u>	\$12,980.00
<u>Structural Engineering Subcontracting Allowance:</u>	\$9,500.00
<u>Total Estimated Costs</u>	\$22,480.00

This Architectural Services Cost Estimate is based on:

1. Approximately 11' x 28' (308) square feet rebuild of an existing westerly section of the Existing Pump Station at Legacy Park, McCall, Idaho. The entire existing westerly section to be rebuilt appears to be entirely within the 50' Ordinary High Water Mark (OHWM) Setback of Payette Lake. This makes the structure non-conforming and possibly not feasible to rebuild as per McCall City Code. Therefore the structure may need to be an equivalent square footage addition to the east side of the existing easterly section of the existing structure. Estimated Construction Cost: \$61,600.00
2. Architectural Design Services for exterior aesthetic improvements to the existing easterly section of the existing structure as per City of McCall Design Guidelines. Easterly section addition or westerly section rebuild as noted in item #1 above to be consistent in architectural character. It appears that pproximately 25% of the northeast corner of the existing easterly section of the existing building lies within the 50' OHWM Setback of Payette Lake making this portion of the building non-conforming. Architectural aesthetic improvements to this portion of the project would be of a nature as to not to increase the non-conformity of the building or if proposed improvements are to increase the non-conformity of the building then these imповements would possibly need to be energy

improvements as per McCall City Code and code compliant.
Estimated Construction Cost: \$43,000.00

3. Providing Architectural Services to facilitate the Conditional Use Permit/ Design Review/ Scenic Route Review Applications/ Process as described in the Architectural Design and Conditional Use Permit/ Design Review/ Scenic Route Review Applications/ Process work description of this estimate.
4. Coordination with Civil Engineers, City of McCall Public Works and City of McCall Building Departments as necessary for completed Architectural Drawings and Engineering as necessary for Building Permitting and project completion.
5. Coordination and Subcontracting with Structural Engineer for Structural Drawings, Specifications as necessary for Building Permitting, Costing and Project Completion. Incorporation of Existing Structural Analysis and Existing Foundation Rehabilitation by GLR Engineering to be implemented as possible. **Structural Engineering Allowance: \$9,500.00.**
6. 2017 International Building Code research, specification and implementation for building code compliance.

This project is located in the Civic Zoning District in the City of McCall and is subject to the City of McCall's Design Review and Scenic Route Review (as per City of McCall Zoning Map- 150' of Lake St./ 3rd. Street Right of Ways) Application Processes. A Conditional Use Permit will be needed for structure and use compliance. McCall Fire and EMS may be integrated into the design and construction phases to ensure compliance with Fire, Life and Safety.

Not Included in this Estimate:

1. Building Permit Fees and Associated Permit Fees.
2. ComCheck or Building Department Accepted Energy Evaluation.
3. Lighting Fixture, Plumbing Fixture, Internal/ External Equipment Specification and/ or Installation Specification.
4. Fire Suppression System Design if Necessary.
5. Planning and Zoning Application Submittals, Public Notices, Postings and Mailings. These services to be provided by others.

Work that is performed is billed on an hourly basis of \$110.00 per hour. Other possible reimbursable and/or additional costs to the project not included in this Cost Estimate which will be billed directly to the client w/ no up-charge are: Blueprints or special copying.

Billings will be submitted at the completion of the Design Phase, at the completion of the Planning and Zoning Phase and also at the completion of the Construction Drawings Phase. Additional Billings will be submitted

at the beginning of the month for work completed the previous month if *Additional Services* not included in this estimate are requested. The above stated cost is an estimate and should *not to exceed* the estimated cost, provided the project scope does not increase or change. My goal is to provide services and solutions as quickly and as efficiently as possible and provide you with clear concise drawings that will facilitate a smooth planning and building process. This signed, dated and returned Cost Estimate via mail or email (with correspondence authorizing commencement of work) will be the contractual agreement and authorization to commence work. If you have any questions or comments regarding this Cost Estimate please contact me to discuss. Thank you.

BY: LeGrand Bennett

Authorized to Commence Work:

By: City of McCall

Date

Attached:

2020-4-8-Team Scoping Meeting-Notes.pdf

LegacyPumpPreSitePlan_200408.pdf

Legacy Pump Station Structural Rehabilitation Project
Team Scoping Meeting
4/8/2020

1. Project overview and purpose

2. Project elements

- a. Land use entitlements
- b. Physical improvements

3. Project team

a. Architectural & Structural

i. Bennett Architect

1. Architectural design – Bennett Architect

- a. Existing architecture surveying – onsite building documentation and existing floor plan, internal components to be defined by City/Clearwater
- b. 3D renderings, drawings for SR, DR, CUP
 - i. Floor plans
 - ii. Renderings – 2D exterior elevations
 - iii. Exterior lighting plan
 - iv. Landscape plan – use Kurt Wolf for assistance

ii. Structural – GLR

- a. New foundation design – with consideration to Geotech report by MTI
- b. Structural engineering support for architectural design

b. Civil & Water Engineering – Clearwater Solutions

i. Clearwater Solutions

- 1. Preliminary Engineering Report (PER) preparation and submittal to DEQ
- 2. Design of all interior components per guidance provided in Preliminary Concept Report (PCR), by SPF.

3. Plans, specifications, and bidding documents
 - a. Engineering cost estimates
- ii. Crestline Engineers
 1. Grading, drainage plan
 2. Erosion control plan
 3. Stormwater drainage report
 4. Site utilities plan
- iii. Field Surveying – Secesh if needed or clarify that it is not included

4. Schedule

- a. Develop & approve proposals & agreements – April 23 City Council Meeting
 - i. Final proposals ready for legal review needed by 4/15 for clerk deadline
- b. Land Use Application Schedule: Meeting with Morgan to discuss LU Application timeline (4/9/20)
 - i. Morgan to confirm options for construction on west side within the 50-ft setback. May need a variance LU application, researching Lardo Dam
 - ii. Need council approval to submit CUP/DR landuse applications (check with Morgan and Clerk to see if this is a separate agenda bill for April 23)
 - iii. CUP/DR pre-application application submittal: (April 14th, for May 5th meeting)
 - iv. Neighborhood meeting (Date: in June prior to June 23rd)
 1. Need to notice the meeting 2 weeks in advance
 - v. CUP/DR land use application submittal date: June 23rd
 1. To include neighborhood meeting summary
 - vi. CUP/DR/SR land use application public hearing/conditional approval date? August 4th
 - vii. City Council Approval CUP Approval: August 27th
- c. Design Schedule:

- i. Preliminary architectural design completion: Date TBD
- ii. Preliminary civil design completion: Date: TBD
- iii. PER submittal to IDEQ: Date: TBD
- iv. Final architectural and civil design PS&E completion: Date: June 30th?
 - 1. Invitation to Bid to Star News: Date: June 29th?
 - a. Advertisements in Star News (7/2, 7/9, 7/16)
 - 2. Pre-bid Meeting: Mid July?
 - 3. Bid Opening: Date? August 6-7th?
- v. Recommendation for Contract Award
 - 1. Agenda Bill to Clerk: Date? August 19th?
 - 2. City Council Contract Award: Date? August 27th?
 - 3. Notice of award to Contractor: Date? August 28th?

d. Construction Schedule

- i. Preconstruction meeting: first week of September
- ii. Notice to Proceed: Date: 7/14
- iii. Construction Fall Window: September 8 – snow flies
- iv. Construction Spring Window: May 15 – end of week before 7/4



NO.	REVISION	BY	DATE	DESIGN

CRESTLINE
ENGINEERS
 323 EDINBARD LANE, SUITE C - PO BOX 2330
 MCCALL, IDAHO 83638
 208.634.4140 - 208.634.4146 FAX

LEGACY PARK PUMP STATION UPGRADES
 MCCALL, IDAHO
 SHEET TITLE 1
 SHEET TITLE 2

VERIFY SCALE	
PROJECT NO.	XXXXXX
DATE	XXXX/XXXX/XXXX
DRAWING NO.	
SHEET NO.	1 OF 1

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 20-125
Meeting Date April 23, 2020**

AGENDA ITEM INFORMATION				
SUBJECT: <i>Request to Approve the Engineering Services Agreement for Clear Solutions Engineering, LLC - Legacy Beach Intake Station Reconstruction Project</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works	LMK	Originator
		Golf Course		
		Parks and Recreation		
COST IMPACT:	\$24,400	Airport		
FUNDING SOURCE:	Water Fund	Library		
		Information Systems		
TIMELINE:	April – September 2020	Grant Coordinator		

SUMMARY STATEMENT:

The City’s Legacy Beach water intake station has been located within Legacy Park since the late 1950s. More recently, the western portion of the building has been experiencing a subsiding foundation. Addressing this problem was identified in the 5-year CIP of the City’s 2017 Water Master Plan. In Fall 2019, staff developed an in-situ micropile foundation stabilization that would not require demolition but were unable to receive a responsive bid for the project. Therefore, only temporary measures we made last Fall to assure against failure due to snow loading during the winter.

Staff and our consulting team have re-evaluated the project in its entirety. A concept report was prepared by SPF Water Engineers (SPF) in March 2020 that provided an assessment of the cost of improving the aged facility for the future. We now understand that full reconstruction of the failing portion combined with an overall cosmetic facelift and securing the required conditional use permit (CUP) to entitle the facility Legacy Park’s civic zoned property will provide the most efficient way of implementing the improvements.

To complete this project, staff will utilize architectural and engineering consultants to prepare plans and specifications required for both the building and the surrounding park area improvements. Clear Solutions, LLC will provide water engineering and civil design services. Attached is their proposal that includes preparing a Preliminary Engineering Report (PER) and other civil design elements required for Idaho Department of Environmental Quality (IDEQ) approval as well as construction, and land use application submittals to Planning and Zoning and City Council. Clear Solutions is owned by a former principal of SPF that was the City’s primary contact for water projects for the past 7 years. Architectural and structural design services will be provided under a separate agreement with local architect, Legrand Bennett. City entitlement and land use applications relating to the project will primarily be managed by Public Works staff.

RECOMMENDED ACTION:

Approve the Engineering Services Agreement with Clear Solutions Engineering, LLC, and authorize the mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION



CLEAR SOLUTIONS
ENGINEERING

April 15, 2020

Nick Zaninovich, P.E.
City Engineer
815 N. Samson Trail
McCall, ID 83638

Subject: ***Proposal for Engineering Services***
City of McCall – Legacy Beach Intake Station Reconstruction Project

Dear Nick,

Clear Solutions Engineering, LLC (Clear Solutions) is pleased to submit this proposal to provide engineering services for the City of McCall Legacy Beach Intake Station Reconstruction Project located at 1100 E. Lake Street, McCall, Idaho.

BACKGROUND

The City of McCall operates the Legacy Park Pump Station to convey raw water from Payette Lake to the City Water Treatment Plant. Legacy Pump Station has been in service since the late 1950s. The building structure has experienced significant settling resulting in structural deficiencies. Parts of the building structure are at the end of their useful life and in need of reconstruction.

The City has identified several Pump Station upgrades to structural, life safety, mechanical, and architectural elements which are desired to renovate the facility so that it can reliably provide raw water supply to the City.

SCOPE OF WORK

The proposed scope of work has been organized into four tasks outlined below related to design and permitting for the project. This proposal is based on the following assumptions:

- Clear Solutions will lead Idaho Department of Environmental Quality (DEQ) permitting efforts related to review and approval of the Preliminary Engineering Report and the Final Plans and Specifications.
- Clear Solutions will provide water system engineering services for the project.
- Crestline Engineers will be a subconsultant to Clear Solutions and will provide Site/Civil engineering services.
- Bennett Architect, Inc. will lead the architectural and structural design and the Planning and Zoning permitting efforts.

Task 1 – Prepare Preliminary Engineering Report and Obtain Idaho DEQ Approval

This task includes preparation of the Preliminary Engineering Report (PER) for the project. The PER will include engineering evaluation and recommendations for the proposed Pump Station upgrades including process mechanical, site/civil, structural, and architectural elements. The PER will include an Engineer's Opinion of Probable Construction Cost. A Draft PER will be prepared and submitted to the City for review, and comments will be incorporated into the Final PER. The Final PER will be submitted to Idaho DEQ for review and approval.

Task 2 – Preliminary Plans and Specifications

This task includes the preparation of preliminary engineering plans, specifications, figures, and details for the proposed Pump Station upgrades. Water system upgrades will likely include a new chlorination system, standby generator upgrades, pressure relief valve station, and miscellaneous upgrades including water sampling taps, etc. Preliminary Plans and Specifications will be submitted to the City for review and comment, and any comments will be incorporated into the Final Plans and Specifications.

Task 3 – Final Engineering Design and Permitting

This task includes the preparation of final construction plans, specifications, and Opinion of Probable Construction Cost. Clear Solutions will coordinate the Final Plan set with other design disciplines and submit to Idaho DEQ for review and approval. Bid documents will be prepared for competitive bidding of the construction work. A representative will attend the pre-bid meeting, and Clear Solutions will prepare a letter of recommendation for bid award.

Task 4 – Site/Civil Engineering Design and Permitting (Crestline Engineers)

Task 4 includes Site/Civil Engineering services to be provided by Crestline Engineers as a subconsultant to Clear Solutions. Deliverables includes preparation of Cover Sheet, General Notes Sheet, Site and Utilities Plan, Grading, Drainage and Stormwater Management Plan, Civil Details Plan, Stormwater Drainage Report meeting the requirements of the DMGs, and City of McCall stormwater and construction plan approvals. Crestline Engineers will attend the Planning and Zoning pre-application meeting, the Planning and Zoning meeting, and the City Council meeting as necessary. For a more complete description of the Scope of Work for Crestline Engineers, please see the attached proposal from Crestline dated April 14, 2020.

PROJECT DELIVERABLES

The following project deliverables will be prepared and submitted as part of this Scope of Work:

- Preliminary Engineering Report PER
 - Draft PER for City Engineering Review and Approval
 - Final PER for Idaho DEQ Review and Approval
- Draft and Final Construction Plans
 - Cover Sheet
 - General Information and Notes Sheet
 - Site and Utilities Plan
 - Grading, Drainage, and Stormwater Management Plan Sheets
 - Pump Station Building Floor Plan
 - Mechanical Piping Plan
 - Civil Details Sheet(s)
 - Draft Plans for City Engineering Review and Approval
 - Final Plans for Idaho DEQ Review and Approval
- Stormwater Drainage Report meeting the requirements of the DMGs
- City of McCall stormwater and construction plan approvals
- Engineer's Opinion of Probable Construction Cost
- Bid Documents for competitive bidding of the construction work

NOT INCLUDED IN SCOPE OF WORK

The following services are not included in the Scope of Work, but may be added if desired for an additional fee:

- Surveying
- Stormwater Pollution Prevention Plan (SWPPP) development and implementation
- Landscape and Irrigation System Design

- Environmental Site Assessment
- Electrical and Controls Design
- HVAC Design
- Additional engineering services due to significant plan changes
- Construction management services including construction observation, engineering, and inspection services.
- Work associated with the administration of a phased construction project.

FEE FOR ENGINEERING SERVICES

Clear Solutions proposes to provide these services on a time and materials basis. Anticipated costs associated with the Scope of Work are shown in the table below.

TASK	HOURS	CRESTLINE	TOTAL
Task 1 – Preliminary Engineering Report & DEQ Permitting	32		\$4,960
Task 2 – Preliminary Plans and Specifications	28		\$4,340
Task 3 – Final Engineering Design and DEQ Permitting	20		\$3,100
Task 4 – Site/Civil Engineering (Crestline Engineers)		\$12,000	\$12,000
TOTAL	80	\$12,000	\$24,400

Standard payment terms are 30 days after invoice date. Invoices will be sent to the Client monthly, based upon the amount of work complete at time of billing. Failure to make payment within 30 days may delay work and deliverables. Invoices not paid in full within 45 days of invoice are overdue and subject to interest at 12% per annum compounded monthly. Non-payment by the Client may constitute a breach of contract, and all work can be stopped on the project. Any unbilled time already accrued to the project will be invoiced and all outstanding amounts must be paid before resumption of work on the project.

ADDITIONAL SERVICES

Should additional services be needed, they will be billed on a time and materials basis at the following rates:

Principal Engineer:	\$155 per hour
Senior Project Manager:	\$145 per hour
Project Manager:	\$135 per hour
Senior Project Engineer:	\$125 per hour
Project Engineer:	\$115 per hour
Associate Engineer:	\$90 per hour
Designer:	\$90 per hour
Administration:	\$60 per hour

Clear Solutions will be responsible for maintaining professional liability insurance. Clear Solutions will be responsible to a level of competency for professional engineering services presently maintained by other practicing professional consultants performing similar work in the state where the project is located.

USAGE OF DOCUMENTS

The documents prepared by Clear Solutions shall remain the property of Clear Solutions and shall not be used in whole or part for any other project without written consent of Clear Solutions.

MISCELLANEOUS

- 1. Effect of Proposal. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
- 2. Merger. As to the subject matter contained herein, this Proposal shall be the complete, entire, final and exclusive agreement among the parties hereto and incorporates and supersedes all prior and contemporaneous negotiations, agreements, and understandings, written or oral, between the parties.
- 3. Amendment. This Proposal may not be modified or supplemented in any manner or form whatsoever, either by oral or written evidence, or by course of dealing, but only by written amendment signed by all parties hereto.
- 4. Attorneys' Fees. If any party is required to enforce or defend against any claim related to this Proposal, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred, whether incurred at mediation, arbitration, or in judicial proceedings (including both the trial court level and on appeal).
- 5. Execution in Counterparts. This Proposal may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. This Proposal may be signed and delivered by facsimile or via email in PDF or other similar format, each of which shall be effective as an original.
- 6. Governing Law and Venue. This Proposal shall be construed, interpreted, and enforced in accordance with the laws of the State of Idaho.

AGREEMENT

This proposal is valid for a period of thirty days from date of issue. If this proposal meets with your approval, it may serve as the basis for agreement by affixing signatures in the space provided below. Your signature will be considered as a notice to proceed with a budget of \$24,400.

If you have any questions, or require additional information, please do not hesitate to ask. We look forward to working with you on the Project.

Respectfully submitted,
CLEAR SOLUTIONS ENGINEERING, LLC

Accepted By:
CITY OF McCALL

By  _____
Eric Landsberg, P.E.
Principal Engineer

By _____

Title _____

Date _____



April 14, 2020

Eric Landsberg, PE
Clear Solutions Engineering, LLC
eric@clearsolutions.com

Subject: Proposal for Engineering Services Associated with the City of McCall Legacy Park Pump Station Upgrades Project

Dear Mr. Landsberg,

Crestline Engineers, Inc. (Crestline) is pleased to submit the following proposal for engineering services associated with the City of McCall Legacy Park Pump Station Upgrades Project located at 1100 E. Lake Street, McCall, ID.

PROJECT UNDERSTANDING

The project consists of the construction/rehabilitation of one water pump station located within Legacy Park. The scope of work consists of the general civil engineering support to Clear Solutions Engineering, LLC (CSE) in obtaining the necessary project entitlements from the City of McCall (City) and preparation of final construction plans to be used for obtaining engineering approvals and eventually for bidding purposes.

SCOPE OF WORK

Based upon our project understanding, preliminary site visits, and discussions with the Owner and the Development Team, we are ready to proceed with further development of the project. Once authorized, our staff is available to provide services associated with the development of the site as discussed above. This proposal is based on the following assumptions:

- CSE and Bennett Architect, Inc. (Bennett) will be leading the project team including the coordination of the entitlement applications with the City of McCall and necessary final engineering submittals/approvals with the Idaho Department of Environmental Quality (IDEQ).
- Crestline will prepare base drawings using exiting City of McCall topographic mapping and drawing files from past projects. Accuracy may be limited, and these drawings may need to be supplemented by field surveying in the future depending on the level of detail determined.
- Crestline will prepare the necessary civil engineering supporting site development documents for the entitlement submittals.
- Crestline will prepare the necessary drawings for the final engineering submittals.

Task 1 – Project Management, Administration and Setup

Task 1 includes general project management, administration, correspondence/coordination, file setup, the initial development of project base drawings, coordination of any additional surveying

efforts, as well as working with the Development Team and limited assistance coordinating any additional potential sub-consultants. Task 1 also includes project site visits, planning and meetings as needed.

Task 2 – Preliminary Engineering and Application Drawings/Figures

Task 2 includes the preparation of preliminary engineering drawings, figures, and conceptual details for the project's site layout, site grading and stormwater drainage improvements. As part of this task, we will prepare the following items for inclusion into the projects' entitlement application submittal to the City of McCall.

- Existing Conditions with Site Plan
- Preliminary Civil Site and Utilities Plan
- Preliminary Grading, Drainage, and Stormwater Management Plan

This task will more than likely require additional coordination with the McCall City Engineer. It is also assumed that a majority of the application text associated with this task will be prepared and coordinated by the City of McCall and Bennett Architect, Inc. and small infill areas of the text pertaining to the general/site civil engineering for the project will be completed by Crestline.

This task includes coordination with the Client and the project Development Team as needed in support of all drawing/figure reproductions, assembly of application binders, preparation of electronic submittal files, and other necessary submittal documents and binders.

As part of this task, Crestline will attend the Planning and Zoning pre-application meeting, the Planning and Zoning meeting and the City Council meeting if deemed necessary.

Task 3 – Final Engineering Design and Permitting

This task includes the preparation for final construction plans for site layout, grading/drainage and stormwater management improvements as outlined in the scope of work. The task will also include drafting support to CSE for all mechanical aspects associated with all improvements internal to the building. If during the entitlement process the City of McCall requires major changes from the submitted preliminary engineering design, Crestline will submit a request for change in scope and fee for review and approval. Plans will be developed as outlined below in the project deliverables section of this proposal. It is assumed that extensive coordination with the Owner, Design Team, and Contractor will not be required. Upon completion of the final design, construction plans and a Stormwater Drainage Report meeting the City of McCall requirements will be submitted to the City of McCall for engineering approval.

As discussed previously in this proposal, this task assumes that CSE will coordinate any submittals/approvals with the IDEQ. Should limited assistance with the preparation of a cost estimate be needed, Crestline can support these efforts for the civil site improvements.

Task 4 -Stormwater Drainage Report

Task 4 includes the preparation of a Stormwater Drainage Report. As part of this task, we will prepare the following items for inclusion into the project's final engineering submittal to the City of McCall.

- Figures/drawings to be included in the stormwater drainage report.

- Stormwater drainage report meeting the requirements of the City of McCall Drainage Management Guidelines (DMGs)

PROJECT DELIVERABLES

Crestline will produce the following project deliverables for the project.

- Final construction plans to include:
 - Cover Sheet and General Information/Note Sheet(s)
 - Site and Utilities Plan
 - Grading, Drainage and Stormwater Management Plan Sheet(s)
 - Pump Station Building Floor Plan (drafting only with support from CSE)
 - Mechanical Piping Plan(drafting only with support from CSE)
 - Civil Typical Detail Sheet(s)
- Stormwater Drainage Report meeting the requirements of the DMGs
- City of McCall stormwater and construction plan approvals

NOT INCLUDED WITHIN SCOPE OF SERVICES

Certain services including, but not limited to the following, shall be charged as "Additional Services" unless specifically included in the Scope of Services.

- Application and permitting fees.
- Costs associated with project Architects, Land Planners and Attorneys.
- Site plan renderings, landscaping/irrigation design, and lighting plans.
- Site, boundary and construction surveying.
- Ordinary High Waterline determination, impact permitting, and mitigation.
- Additional engineering services required in conjunction with easement/right-of-way issues/acquisition.
- Geotechnical and subsurface investigations/exploration, soils reports/testing and field observations.
- Groundwater modeling, percolation tests and quality testing.
- Domestic water main/fire flow capacity modeling (To be completed by City Engineer).
- Off-site domestic water distribution and wastewater collection system design.
- Stormwater modeling, treatment, and disposal associated with off-site drainage including road right-of-way's, adjoining properties and existing developed site.
- Stormwater Pollution Prevention Plan (SWPPP) development and implementation.
- Environmental site assessment/study preparation.
- Joint utilities design (i.e. power, phone, internet, cable TV, etc.) and associated sub-consultants.
- Discovery or removal procedures for hazardous waste, subsurface debris, wells, underground tanks, federally listed species or archaeological artifacts.
- Agency review fees, including utility services/connection and application fees.
- Additional engineering services due to significant plan changes.
- Materials testing.
- Preparation of project manuals, specifications, bid documents and bidding / negotiation services
- Construction management services, including construction observation/engineering and inspection services.
- Work associated with administration of a phased construction project.

ESTIMATED COST

It is estimated that the costs associated with completing Tasks 1 - 4 with respect to the above listed scope of services and exclusions will be approximately \$10,000.00 - \$12,000.00. At this time, we would like to propose a "not to exceed" budget limit in that amount without further authorization. It is proposed that all work be performed on a time and materials basis using the rates as listed on the attached "Schedule of Billing Rates" (Exhibit A). In the event that work can be completed in less time, the Client will only be charged for actual work completed. Mileage for potential project work outside of the City of McCall will be billed at the rate approved by the IRS, currently \$0.575 cents per mile. All direct costs (travel, meals, photocopy, shipping/postage, and out of the ordinary items needed to complete the project) will be billed at cost to the project plus ten (10%) percent. In-house supplies, printing, etc. will be billed at actual cost. Sub-consultant fees and laboratory costs, if any, will be billed at cost to the project plus ten (10%) percent. Sub-consultant fees and laboratory costs can be billed directly to the Client where appropriate. Direct costs including supplies, sub-consultant fees, and lab costs will be in addition to the estimated amount associated with the proposed scope of services.

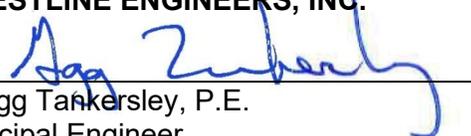
AGREEMENT

If this proposal meets your approval, it may serve as the basis for agreement by affixing a signature on the attached Agreement for Professional Services. This signature will be considered a notice to proceed with the services listed above, billed on a time and materials basis in accordance with the rates as identified on Exhibit A.

Please return one signed copy of the original agreement to our office at your earliest convenience and we are very excited about working with you on this project.

Respectfully submitted,

CRESTLINE ENGINEERS, INC.

By 
Gregg Tankersley, P.E.
Principal Engineer

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 20-126
Meeting Date April 23, 2019**

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Approve Final Engineering Services Agreement for Crestline Engineers – E. Park Street Reconstruction, Phase 1</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works	NTS	Originator
		Golf Course		
		Parks and Recreation		
COST IMPACT:	Approximately \$25,000	Airport		
FUNDING SOURCE:	Tourism LOT	Library		
TIMELINE:	May – September 2020	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

Public Works/Streets is in the final stages of the engineering design of the reconstruction of Park Street (between 4th and Thompson), which is scheduled to be built in Summer 2020, pending funding availability. The preliminary design phase of the project has been completed.

This agenda bill provides Crestline Engineer’s proposal to complete final engineering design services. The work will include finalizing plans and specifications for bidding and construction. Crestline Engineers has prepared the preliminary design for this project and designed adjacent streetscape improvements for Thompson Place PUD. Substantial efficiencies and benefits are recognized by continuing to utilize the same engineering firm (including engineering data, surveying sharing, contractor value engineering, etc.) for all phases of project implementation.

RECOMMENDED ACTION:

Approve the Agreement for Final Engineering Service with Crestline Engineers, and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION
10-10-2019	AB-19-215: Council approves preliminary engineering design services agreement



April 14, 2020

Nathan Stewart, P.E.
City of McCall, Public Works Director
216 E. Park Street
McCall, Idaho 83638

Subject: Proposal for Final Design Engineering Services Associated with the City of McCall Park Street/Thompson Avenue Reconstruction – Phase 1 Project in McCall, Idaho

Dear Nathan,

Based upon our conversations over the last few months, Crestline Engineers, Inc. (Crestline) is pleased to submit the following proposal for work associated with final design engineering and bidding assistance services for the City of McCall Park Street/Thompson Avenue Reconstruction – Phase 1 Project.

SCOPE OF WORK

Based upon our project understanding including preliminary design services for the Park Street/Thompson Avenue corridor, experience working on projects in the area, and discussions with City staff, Crestline is ready to proceed with the final design associated with the first phase of the project. In general, the following specific work tasks are proposed for Crestline:

- Ongoing project coordination, planning, and management.
- Final engineering design and development of Construction Plans Phase 1 for roadway, pedestrian, and stormwater management improvements from 4th Street east to the shared driveway associated with the Thompson Place and Jakes Landing developments, just beyond Ann Street.
- Preparation of a Project Manual including specifications and bidding documents.
- Assistance with project bidding and pre-bid meetings.

As previously discussed, Crestline will be working towards the goal of finalizing the design and putting the project out to bid towards the end of April. Eighty (80%) design plans will be provided to the City for review and comment including a preliminary cost estimate for the proposed Phase 1 improvements. It is anticipated that the project will be advertised with the Star News and Crestline will reach out to several contractors informing them of the project. Project bids will be received in May for anticipated early to mid-July start after the installation of the proposed franchise utility improvements.

NOT INCLUDED WITHIN SCOPE OF SERVICES

Certain services including, but not limited to the following, shall be charged as "Additional Services" unless specifically included in the Scope of Work.

- Domestic water distribution/wastewater collection system design, planning and modeling.

- Site plan renderings, landscaping, and lighting plans.
- Permit, plan checking, inspection and other agency review fees, including utility services/connection and application fees.
- Preparation of a Stormwater Drainage Report meeting the requirements of the City of McCall, DMG's.
- Extensive design work associated with complex underground stormwater detention/management facilities.
- Traffic engineering report/study preparation.
- ITD Right-of-Way Encroachment Applications and Permits.
- Environmental studies and permits.
- Discovery or removal procedures for hazardous waste, subsurface debris, wells, underground tanks, federally listed species or archaeological artifacts.
- Wetland delineations, impact permitting, and mitigation.
- Franchise utility (power, phone, cable, etc.) relocation design and coordination.
- Street lighting design and coordination.
- Adjoining property owner coordination and impact negotiations
- Additional engineering services due to significant plan changes.
- Additional engineering services and revisions as requested by the Authority(s) Having Jurisdiction (AHJ) during review of the project.
- Construction management and engineering services, including construction observation.

BUDGET

It is estimated that the costs associated with completing this phase of the project with respect to the above listed scope of services and exclusions will be approximately \$22,250.00 - \$25,000.00. At this time, we would like to propose a "not to exceed" budget limit in the amount of \$25,000.00 without further authorization. It is proposed that all work be performed on a time and materials basis using the rates as listed on the attached "Schedule of Billing Rates" (Exhibit A). If work can be completed in less time, Client will only be charged for actual work completed. Mileage for potential project work outside of McCall will be billed at the rate approved by the IRS, currently \$0.575 cents per mile. All direct costs (travel, meals, photocopy, shipping/postage, and out of the ordinary items needed to complete the project) will be billed at cost to the project plus ten (10%) percent. In-house supplies, printing, etc. will be billed at actual cost. Subconsultant fees and laboratory costs, if any, will be billed at cost to the project plus ten (10%) percent unless negotiated differently. Subconsultant fees and laboratory costs can be billed directly to the Client where appropriate. Direct costs including supplies, not included subconsultant fees, and lab costs will be in addition to the estimated amount associated with the proposed scope of services.

AGREEMENT

If this proposal meets your approval, it may serve as the basis for agreement by affixing a signature within the space provided below. This signature will be considered a notice to proceed with the above listed services and rates as an extension of our September 24, 2019, Agreement for Professional Services. This signature will be considered a notice to proceed with the services listed above, billed on a time and materials basis in accordance with the rates as identified within Exhibit A.

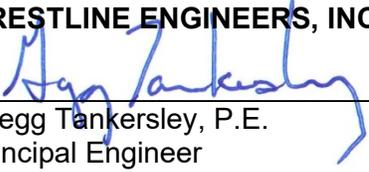
Please return one signed copy of this letter proposal to our office at your earliest convenience and we look forward to working with you on this project.

Respectfully submitted,

Accepted By:

CRESTLINE ENGINEERS, INC.

THE CITY OF McCALL, IDAHO



Gregg Tankersley, P.E.
Principal Engineer

By _____

Title _____

Date _____

Enclosures:

1. 2020 Schedule of Billing Rates, Crestline Engineers, Inc. (Exhibit A)

EXHIBIT A

CRESTLINE ENGINEERS, INC.
Civil Engineering Consultants

2020 SCHEDULE OF BILLING RATES

Job Description	Hourly Rate
Supervising Engineer/Senior Technical Consultant.....	\$153.00
Principal Engineer.....	\$138.00
Senior Project Manager.....	\$133.00
Project Manager.....	\$120.00
Senior Project Engineer.....	\$108.00
Project Engineer.....	\$100.00
Senior Technical Designer.....	\$90.00
Technical Designer.....	\$80.00
Associate Engineer II.....	\$90.00
Associate Engineer I.....	\$85.00
Construction Manager/Senior Project Inspector.....	\$100.00
Project Inspector II.....	\$88.00
Project Inspector I.....	\$78.00
Senior Environmental Specialist.....	\$85.00
Environmental Technician.....	\$65.00
Geographic Information System Specialist	\$80.00
CAD Technician	\$65.00
Administrative Support, Clerical and Delivery.....	\$60.00

Notes:

- The above hourly rates will be adjusted on an annual basis, effective January 1 of each year.
- Mileage will be billed at the rate approved by the IRS, currently 57.5 cents per mile.
- All direct costs (travel, meals, photocopy, shipping and postage, and out of the ordinary items needed to complete projects) will be billed at actual cost plus ten (10%) percent.
- All sub-consultant fees, laboratory costs and application fees, if any, will be billed at cost to projects plus ten (10%) percent.
- Sub-consultant fees, laboratory costs and application fees can be billed directly to or handled by the Client where appropriate.

Upcoming Meetings Schedule

April 24, 2020 – 9:00 am - 11:00 am Legion Hall – **Special Work Session**

1. *Public Works Facility Plan*
2. *Local Housing Project(s)- Michelle*

May 7, 2020 - 5:30 pm, Legion Hall – Regular Council Meeting

1. *Clerk License Report*
2. *Chamber Report/Monthly Department Reports/Committee Minutes*
3. *Resolution for July 4th Alcohol Restrictions (Justin)??*
4. *McCall Outdoor Science School contract to fund the development of a comprehensive Climate Change Strategy for McCall that will incorporate outdoor activities in McCall and how the climate impacts those activities (Michelle)*
- 5.

May 21, 2020 - 5:30 pm, TBD – Regular Council Meeting

1. *Clerk License Report*
2. *Work Session:*
3. *Treasurer's Monthly Report (Linda) Consent*
4. *Public Art Advisory Committee Annual Report (Delta)*
5. *Public Art Plan Contract for Services (Delta)*
6. *VAC-19-01 Roosevelt Alley (Morgan) – PUBLIC HEARING*
7. *Community Center Annual Report (Anette)*
- 8.

May 22, 2020 – 9:00 am - 11:00 am Legion Hall – **Special Work Session**

1. *Work session with PZ and County Commissioners: Code Updates on Design Guidelines, General Development Standards (Michelle)- 1 hr.*

June 4, 2020 - 5:30 pm, Legion Hall – Regular Council Meeting

1. *Clerk License Report*
2. *Chamber Report/Monthly Department Reports/Committee Minutes*

June 18, 2020 - 5:30 pm, TBD – Regular Council Meeting

1. *Clerk License Report*
2. *Work Session:*
3. *Treasurer's Monthly Report (Linda) Consent*
4. *Contract Award Park and Thompson (Nathan)*
- 5.

June 19, 2020 – 9:00 am - 11:00 am Legion Hall – **Special Work Session**

1. *Work session*

July 9, 2020 - 5:30 pm, Legion Hall – Regular Council Meeting

1. *Clerk License Report*
2. *Chamber Report/Monthly Department Reports/Committee Minutes*

July 23, 2020 - 5:30 pm, Legion Hall – Regular Council Meeting

1. *Clerk License Report*
2. *Work Session:*
3. *Treasurer’s Monthly Report (Linda) Consent*
4. *Planning and Zoning Commission Annual Report*

July 24, 2020 – 9:00 am - 11:00 am Legion Hall – **Special Work Session**

1. *Work session*

To be Scheduled:

1. *MCC Title 6 Re-write (Nathan Stewart)*
2. **Public Hearing** –*Public Works Fee Schedule Changes*
3. *Records Retention Policy update (BessieJo)*
4. *Investment Policy update (Linda)*
5. *Continuous Billing Code Amendment First Touch (Linda)*
6. **PUBLIC HEARING:** *2018 All Hazard Mitigation Plan Goals and Strategies (Anette/Justin)*
7. *Big Payette Water Quality Board Presentation on the quality of the Payette Lake*
8. *Little League of Central Idaho MOU (Tara)*
9. *Update to all Federal Title VI Resolution Policies (BessieJo)*
10. *PD Hiring Challenges (Justin)*
11. *PUD-15-01 McCall RV Resort Phase 2 Final Plan (Morgan)?*
12. *Syringa Duct Occupancy Agreement (Chris & Anette)*
13. *Council Calendar for 2021 (December 17th meeting)*
14. *Valley County Mitigation Plan*
15. *Emergency Response Management Plan*
16. *Girl Scouts presentation about an ordinance for text free driving*
17. *Midas Gold Environmental Impact Statement (EIS) Update (Anette)(August)*
- 18.