



**City of McCall
City Council**

**AGENDA
Regular Meeting
May 21, 2020 at 5:30 PM
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, and to maintain a transparent meeting open to the public, any member of the public can join and listen to the meeting at 5:30 p.m. by calling in as follows: Dial 208-634-8900 when asked for the Conference ID enter: 533 290 146 #.

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 Special Minutes April 24, 2020 (ACTION ITEM)
2. City Council Regular Minutes May 7, 2020 (ACTION ITEM)
3. Payroll Report for period ending May 1, 2020 (ACTION ITEM)
4. Warrant Register – GL (ACTION ITEM)
5. Warrant Register – Vendor (ACTION ITEM)
6. AB 20-141 City Licenses Report to Council Per McCall City Code (ACTION ITEM)
7. AB 20-157 Treasurer’s Monthly Report as Required by IC 50-208 (ACTION ITEM)
8. AB 20-144 Treasurer’s FY19 4th Quarter Report as Required by IC 50-208 (ACTION ITEM)
9. AB 20-142 Request to Approve a Re-allocation of Local Option Tax Dollars for Little League of West Central Idaho (ACTION ITEM)
10. AB 20-143 Request to Approve a Re-allocation of Local Option Tax Dollars for McCall Winter Sports Club (ACTION ITEM)
11. AB 20-145 Request to Approval the CARES Act Grant Agreement Grant No. 3-16-0023-029-2020 (ACTION ITEM)
12. AB 20-146 Request to Approve Hangar 98 Lease with Dew Aircraft, Inc. (ACTION ITEM)
13. AB 20-147 Request to Approve T.O. Engineers Agreement for Construction Administration Services for AIP 3-16-0023-027-2020 - Taxiway Relocation Project (ACTION ITEM)
14. AB 20-148 Request to Approve T-O Engineers Inc. Professional Services Agreement for the Airport Master Plan (ACTION ITEM)
15. AB 20-158 Request to Approve the Federal Aviation Administration grant award for the Taxiway Relocation Project AIP 3-16-23-027-2020 (ACTION ITEM)

16. AB 20-153 Request to Approve the JarMar Investments Letter of Credit with option to convert to an Escrow Agreement for the Thompson Place Condominiums(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 May 21, 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 be accepted in writing prior to the meeting. All comments must be submitted prior to 3:00 pm on May 21, 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 THIS PUBLIC HEARING TOPIC on the City’s website at <https://www.mccall.id.us/packets>

- AB 20-154 Request to Approve VAC-19-01: Vacation of Roosevelt Alley, associated Escrow Agreement, and Parks Donation Agreement (ACTION ITEM)

BUSINESS AGENDA

AB 20-151 Public Art Advisory Committee Annual Report

AB 20-152 Fourth of July Celebration Discussion and Direction to Staff (ACTION ITEM)

AB 20-149 Request for Approval to submit an Idaho Commission for Libraries CARES Act Mini-Grant Application for McCall Public Library Digital Access Efforts (ACTION ITEM)

AB 20-150 Request for Approval to submit an Idaho Humanities Council CARES Act Grant Application for Library Programming Support (ACTION ITEM)

AB 20-155 Request to Reject all Bids of Phase 2 Capital Project of Buried Fiber Conduit Installation for Spring Mountain Boulevard and Deinhard Lane (ACTION ITEM)

AB 20-156 Call for Nominations for AIC Third Vice President & Process for Board Elections for 2020 (ACTION ITEM)

COVID-19 Update

Review the Upcoming Meetings Schedule

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
Special Meeting
McCall City Hall – VIA Teleconference
April 24, 2020**

Call to Order and Roll Call
Work Session
Business Agenda
Adjournment

CALL TO ORDER AND ROLL CALL

Mayor Giles called the special meeting of the McCall City Council to order at 9:30 a.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; Erin Greaves, Communications Manager; Michelle Groenevelt, Community Development Director; Rick Stein, Airport Manager; Nathan Stewart, Public Works Director; Levi Brinkley, Water Superintendent;

Also, in attendance was David Triplett, CRSA Architecture; Scott Duffin, Horrocks Engineers;

WORK SESSION

AB 20-133 Public Works Facility Master Plan – Plan Development Work Session #2

Public Works Director Nathan Stewart presented the work session for the Public Works Facility Master Plan – Plan Development and gave a brief historical overview. The City of McCall, Idaho has commissioned Horrocks Engineers and CRSA Architects to develop a Master Plan that evaluates the existing Public Works facilities at 518 N. Samson Trail, and make recommendations for modifications and improvements to those facilities in support the short- and long-term operations of the Department. In December 20, 2019, the project team conducted its first work session with City Council. There was a presentation of both the needs matrix as well as the cost matrix portions of the report with an emphasis on discussing the immediate critical life safety and operational needs.

Staff focused on three main focus areas of the final report which are:

1. Reviewing immediate critical life safety and operational needs with a focus on anticipated costs
2. Presenting conceptual on-site structure and utility plans that identify both near- and long-term improvements

3. Discussing with Council the overall costs of smaller, annual incremental investment vs. one-time, full replacement of the PW Facility as well as the feasibility and challenges of both approaches.

David Triplett, CRSA Architecture briefly explained the three Case scenarios:

Case #1 – Improve existing facilities through a series of incremental smaller projects over time

Case #2 – Complete site reconstruction by leveling the current facility and rebuilding new

Case #3 – Relocate the Public Works Department operations to a new alternate site

Due to the understanding of City funding and budget constraints and staff direction, the report is primarily focused on Case #1. However, if either Case #2 or #3 were to be pursued, the cost analysis is still valid. Mr. Triplett went through Case #1 pointing out several issues of concerns regarding code compliance, health and safety issues, and functionality. Next, he listed and explained the different short term incremental improvements to meet operational needs including an environmental survey, re-zoning to Civic, record of survey to combine parcels, master grading and drainage plan, fencing, security lights, resolve neighboring driveway issues, changes to electrical service, vehicle wash bay, covered storage, water truck fill station, propane tanks, accommodate fiber-optic utilities, and a new heated storage area for equipment. Long term or future operational facility needs would require new construction of additional heated and unheated storage, heated sign shop, new water department shops and storage, and new administrative offices and vehicle shops. There is the possibility the cost to fix the existing buildings could exceed the cost of building new. Mr. Triplett explained the Cost Planning Matrix and Concept Phasing Plan for Case #1.

Scott Duffin of Horrocks Engineers shared information about the property, access, site utilities, parking, and drainage issues that all need to be addressed. Public Works Director Nathan Stewart pointed out other problems to be resolved including City snow storage on the property and complicated sewer issues. Mr. Triplett and Public Works Director Stewart covered the Cost Planning Matrix and Concept Phasing Plans for Case #2 and #3 and shared the differences between the two.

Council Member Sowers inquired if an alternate location idea was to be entertained, where would staff recommend for a new location and if the plan regarding the driveway of adjoining property had been discussed with the neighbors. Public Works Director Stewart stated River Front Park would be the first place he would investigate for relocation but there are challenges to work through that would take some very creative thinking to make the site work because of the size, community snow storage use, and a 6F Land and Water Conservation Fund Act Compliance designation by the National Park Service. As for the driveway issue, the encroachment is very small, and he did not anticipate any significant issues with the neighbor. Staff will reach out and set up discussions with the neighbor when the time comes.

Council Member Holmes felt her questions regarding alternate sites had been answered but was interested in which plan staff felt was the best choice if the department was not to relocate. Public Works Director Stewart stated Cases #2 and #3 will take a significant investment such as a bond measure or saving funds over several years. Knowing the City budget, he feels Case #1 is really

the only one feasible at this time unless Council desires otherwise. A fiscal policy will need to be put in place in order to address either rebuilding or relocating.

Council Member Maciaszek expressed concern with the River Front Park relocation due to the distance for snowplow and equipment work, and possible traffic issues on Mission Street. Public Works Director Stewart stated he did not feel the move to the park or to another satellite location would be detrimental to the department's efficiency and would have some extra benefits. However, the current site is an established site to the community. The department traffic volume is relatively small in comparison to other community traffic and would not make much difference if the snow plowing started there or downtown. Council Member Maciaszek asked which Case scenario was preferred, if given a choice. Public Works Director Stewart stated if given a choice and funding was in place, he would choose to build on a fresh site as that would allow operations to continue as normal until the new facility was completed and would be much easier overall to start with a clean slate. However, he is viewing the choices from the standpoint of what can the City actually accomplish fiscally with what is already in place so is leaning toward Case #1. If the Council would like to pursue a new facility on the existing site or a new location, he will need their directive. Council Member Maciaszek commented there is some value on evaluating whether to move core services on all levels out of town or to keep everything centrally located. His preference is to keep city services centrally located due to efficiency.

Council Member Nielsen still sees the potential of combining the Parks and Public Works departments and wanted staff feedback on that idea. Public Works Director Stewart stated the Council has already given direction for Parks to move to the Historical Museum site and a bond initiative to raise funds so it would take some swift and strong efforts to reevaluate the situation and map out new plans if Public Works were to move in with Parks. There would be challenges with relocating to the museum property due to the size of the property to house both departments adequately. He reiterated the decisions that have been made came down to what the City can do realistically with what funds were available and the timeframe for completion required. Combining both departments in a relocation plan could be possible and maybe desired but feasibility would need to be addressed. Council Member Nielsen clarified he was thinking of relocating both departments to River Front Park not the museum site and expressed frustration in it being too late for creating alternate plans. However, out of the three cases presented, he felt Case #1 a well thought out plan.

Mayor Giles felt Case #1 is a well thought out plan as well, thought the site is a good location, and he is not intimidated by the cost. He stated he is comfortable with Case #1 and liked the smaller project approach without having to go to bond. He asked for the City Manager's input. City Manager Anette Spickard wanted to emphasize from an employer's perspective, she felt there was an obligation to resolve the immediate life safety issues pointed out in the short-term list and those should be prioritized regardless of what direction the Council decides on in the long-term. Over the next couple of months will show the financial impact of Covid-19 and how it will affect the City overall. The bond election is also taking place soon which will affect City projects.

Mayor Giles asked the Council for feedback. Council Member Holmes felt staff and the engineers did well identifying issues, and most importantly, addressing the needs for health and safety. Council Member Sowers agreed with Council Member Holmes for the need to address the

immediate safety issues but still likes the idea of looking at alternate sites. Council Member Maciaszek agreed with prioritizing safety and to continue forward with Case #1. Council Member Nielsen felt the Council missed the opportunity to address worker safety, combining Parks and Public Works, and better utilizing the city properties in the downtown area. He does agree with prioritizing health and safety and thanked staff on doing great job on the plans and the phasing. Mayor Giles summarized the overall consensus was to move forward in finalizing this plan to use as a tool to take care of safety issues while waiting to see how the bond election pans out. Staff was directed to create a 5-year improvement plan based on Case #1.

AB 20-132 McCall Local Housing Program Work Session

Due to time constraints, Council moved AB 20-132 McCall Local Housing Program Work Session to the next regular Council meeting.

BUSINESS AGENDA

AB 20-134 Request Approval of CARES Act Funding Application for the Airport

Airport Manager Rick Stein presented the CARES Act Funding application for the Airport. The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) is a Federal Program to provide emergency assistance for individuals, families, and businesses affected by the 2020 coronavirus pandemic. Under the CARES Airport Program, General Aviation Airports such as McCall will receive an apportionment of CARES Act funding. On April 15th, the Federal Aviation Administration (FAA) announced that McCall Airport has been approved for \$30,000 in CARES Act Funding. Funds can be used for a wide range of operations, maintenance and capital improvement projects. CARES Act funds are separate from Airport Improvement program funds and can be expended on a wider range of items with fewer restrictions.

Staff received an email by William Garrison, Manager from the Helena Airports District Office outlining three options available as listed below:

Option 1: The quickest option is to use all of the CARES Act funds for operational expenses, such as payroll, utility bills, or payment of debt service. This option will expedite processing of the CARES Act grant.

Option 2: Use CARES Act funding on development or land acquisition projects. Coordination with the Airport District Office (ADO) contact to pursue funding for development projects. There are more prerequisites and requirements for construction projects, so this grant will not be issued as quickly.

Option 3: Use some of the CARES Act funding on operational expenses and some on airport development. With this option, staff can submit an adjusted OMB SF-424 for the non-construction portion of the CARES Act funds. Coordination with the ADO contact to pursue funding for the development project is required.

Staff plans are to not expend the funds until the impact of the coronavirus' financial effects on the Airport budget are known and leave decision making to a future date. It is the Staff's recommendation to choose Option 1 as outlined.

Staff answered questions by Council Member Holmes on how these funds are allocated by the FAA and explained the funds do not have anything to do with the Federal funds that had been set aside for small business assistance. It is uncertain what the FAA will do with funds that are not accepted by municipalities. Staff experience with the FAA is any funds that do not get used go back into the pot to be given to another airport.

Council Member Sowers wanted to know if the monies were actually needed. City Manager Anette Spickard explained the Airport has a slim operating budget for extra expenses so these funds are a welcomed resource that would not need a grant match and be applied to any operational expenses in need of assistance. The funds would be put aside for future use. Council Member Sowers expressed concerned about taking something when there is no direct need for it. He felt if the City does not have a direct need for the funds, he did not see the need to apply for the grant.

Council Member Nielsen stated the probable outcomes of the Coronavirus is yet to be seen and will impact the City funding into the future. He sees this grant as a way to prepare for the unseen.

Council Member Maciaszek felt, since these funds are allocated specifically for airports and the City has an opportunity to access the monies that would otherwise be given away to other airports, it is sensible to apply for the relief funds. He would like to move forward with Option 1.

Council Member Maciaszek moved to approve the CARES Act Funding Application with Option 1 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, and Council Member Nielsen all voted aye, and Council Member Sowers voted no, and the motion carried.

ADJOURNMENT

Without further business, Mayor Giles adjourned the meeting at 11:05 a.m.

ATTEST:

Robert S. Giles, Mayor

BessieJo Wagner, City Clerk

MINUTES

**McCall City Council
Regular Meeting
McCall City Hall – VIA Teleconference
May 7, 2020**

Call to Order and Roll Call
Pledge of Allegiance
Approve the Agenda
Consent Agenda
Public Comment
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; Delta James, Economic Development Planner; Kurt Wolf, Parks and Recreation Director; Justin Williams, Police Chief; Nathan Stewart, Public Works Director;

Also, in attendance was Bobby Lawrence, EideBailly;

Mayor Giles led the audience in the Pledge of Allegiance.

APPROVE THE AGENDA

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

CONSENT AGENDA

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

1. Regular Council Minutes April 23, 2020
2. Payroll Report for period ending April 17, 2020

3. Warrant Register – GL
4. Warrant Register – Vendor
5. Accept the Monthly Department Reports
6. Accept Chamber of Commerce Report
7. **AB 20-136 City Licenses Report to Council Per McCall City Code:** Per McCall City Code Title 4 Chapter 9, the City Council has determined 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, but licenses are still being processed. Please see the Clerk Report for the last two weeks.
Action: Council review the License report.
8. **AB 20-137 Request to Approve a Blue Cross of Idaho Foundation for Health Funds Agreement with McCall Outdoor Science School (MOSS) Internships:** 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 two MOSS internships with the City of McCall. The MOSS students have been selected: Anna Lindquist’s scope of work focuses on Greenhouse Gas Inventory/Climate Action Plan and Casey O’Leary’s focuses on Urban Agriculture and Community Food Systems. The contract and internship scopes have been reviewed by the City Attorney. *Action: Approve the Blue Cross of Idaho Foundation for Health Funds Agreement with MOSS Internships, Anna Lindquist and Casey O’Leary, and authorize the Mayor to sign all necessary documents.*
9. **AB 20-131 McCall Community Center Annual Report:** The McCall Community Center Board Chairman Cliff Scheline has submitted the annual report for the City Council’s information. In August 2019, Mr. Scheline presented an update to Council and invited a representative of the City to join the Board. City Manager Anette Spickard joined the Board in October 2019. The Board meets monthly, except during the period of the Governor’s Stay at Home Order. The City Manager includes updates from the Center in her monthly department reports. *Action: Review report.*

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

PUBLIC COMMENT

Mayor Giles called for public comment at 5:33 p.m.

Hearing no comments, Mayor Giles closed the comment period.

BUSINESS AGENDA

AB 20-138 Request to Approve Downtown Core CDBG Street Light Installation Phase 2: Recommendation for Contract Award

Public Works Director Nathan Stewart presented the Downtown Core CDBG Street Light Installation Phase 2 recommendation for contract award. The City of McCall is conducted a formal bid for Phase 2 of the Downtown Core streetlight installations. This is the second phase of a three-phase project being principally funded by an Idaho Department of Commerce's Community Development Block Grant. Phase 1 included streetlight installations on 2nd Street (between Park and E. Lake) and Lenora (between 3rd and 1st Streets). Phase 2 will install historical style streetlights along Park Street (between 1st and 3rd). Installation will occur in late summer/early fall 2020. The project plans identify the streetlight types and locations.

The bid opening was held on May 4, 2020. Horrocks Engineers provided a bid tabulation summary and gave a recommendation for contract award after reviewing all bids. The draft project agreement was finalized with the appropriate contractor information and has been reviewed by legal counsel.

The Council asked no questions of staff or gave comments.

Council Member Maciaszek moved to approve the construction contract for Downtown Core CDBG Street Light Installation Phase 2 in the amount of \$72,015 to Southern Idaho Electric 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, and Council Member Sowers all voted aye, Council Member Nielsen voted no, and the motion carried.

AB 20-135 FY19 Audit Report presented by Bobby Lawrence, EideBailly

City Treasurer Linda Stokes introduced Bobby Lawrence of EideBailly who presented the annual report for fiscal year ended September 30, 2019. He touched on the Public Library Foundation, the Sewer Fund, and significant adjustments. He shared all fund balances and net positions were positive with the exception of the Recreation and Local Option Tax fund and briefly talked about COVID-19 effects on internal control. Mr. Lawrence thanked staff for their work and fielded the Council's questions.

AB 20-132 McCall Local Housing Program Overview and Next Steps

Community & Economic Development (CED) Director Michelle Groenevelt presented the McCall Local Housing Program overview and next steps. In 2018, the McCall City Council adopted *McCall In Motion/City of McCall Housing Strategy* and the *McCall Area Comprehensive Plan*.

The Plans outline the need for a Local Housing Program that includes a variety of for sale or rent units with various price points to support a year around community.

CED Director Groenevelt reviewed the McCall's Local Housing Program with the status of each component covering Private Development Incentive Program, City Owned Properties, Land Banking, Annexation or Zoning Map Amendment, Regulatory Efforts, and Temporary or Seasonal Housing. Current challenges identified are land prices, and cooperation from Payette Lakes Recreational Water and Sewer District for sewer hookups to honor density bonuses. At the request of Council, a new Local Housing Advisory Committee was created at the last Council meeting on April 23 and will be advertised for two weeks. She shared there has been a great public interest received so far in the positions advertised for the new committee.

The focus turned to the Request for Proposals (RFP) component of the Housing Program and discussed why a proposed project by The Housing Company on Davis Ave was determined to not be cost effective due to the size of the wetland area. CED Director Groenevelt explained the different regions called out the parcel map. Staff is investing a City owned parcel on Flynn Lane that could be developed for a small housing project for approximately 16 units. The property on Stibnite and Mission is owned by the McCall-Donnelly School District (MDSD) and is part of a wetland drainage area but a discussion could be initiated with MDSD. A new developer group has contacted the City showing interest in working with the City on building a 40-50 unit and are interested in the City Campus site to create a community center with housing above. The group had another option on McBride Street, but the parcel was too cost prohibited due to grading work to make the project pan out financially. One challenge is many of the City owned vacant properties are zoned low residential. There was some discussion of a property swap or purchase with Idaho Department of Land for the parcel on E. Deinhard Lane, potential of the County Recycle Center site, and the River Front Park. Staff will pull together information regarding the acquisition of River Front Park and map it for a future Council presentation. The McCall Renewal Agency also has plans to set aside funds for land purchases in the new district which is zoned Commercial and would not have sewer connection issues as the area is already zoned for high density.

The Council shared thoughts about the challenge of incentivizing people to build, the shortage of land options for the City, and interest in any creative solutions staff can bring to their attention.

AB 20-139 Review and Comment on Valley County Waterways Ordinance

City Manager Anette Spickard presented the Valley County Waterways Ordinance review. Valley County is scheduled to hold a public hearing on the Waterways ordinance on May 26, 2020. The ordinance will repeal all previous waterway regulations and replace them with the regulations in this ordinance. For Payette Lake, the ordinance provides for a 300 foot no wake zone except for certain specific locations.

Council Member Maciaszek, as part of the City team working on this topic, shared the goals of the City and the County collaboration to create a Lake Management Plan, and one component will be addressing lake capacity. He explained one of the main differences in this new Ordinance is the inclusion of all lakes in the County, not just the Big Payette Lake. Parks & Recreation Director Kurt Wolf gave a brief update.

The Council shared their thoughts. Council Member Holmes liked the inclusion of the no wake zone, delineation of the lakes, and felt overall it was very comprehensive. Council Member Sowers feels it provides a good framework and a move in the right direction. Council Member Maciaszek would like to ask staff to draft a letter of support to the County to bring this ordinance back into place. Council Member Nielsen was in support of the ordinance and a letter from the City. City Manager Spickard explained what she will include in the letter. The Council consensus was for staff to draft a letter as City Manager Anette Spickard defined it.

COVID-19 Update

Police Chief Justin Williams gave an update on the current COVID-19 status and took the Council through the information listed below. Each stage will commence so long as there is not a spike in cases.

- 2,158 (1,836 at the last Council meeting on April 23)
 - Governor’s Stay Healthy Order
 - Currently in Stage 1
 - May 1-15
 - City facilities remain closed
 - Planned opening May 18
 - Protocols and processes to ensure safe environment for staff and customers in place
 - Promote telework
 - Phased employee re-entry
 - At risk employees stay home
 - *MINIMIZE* non-essential travel
 - Media campaign and business outreach
 - Primary slogan is “Know before you go”
 - Sending communication to businesses offering guidance to handle difficult situations during safety protocols.
 - Travel Advisory released encouraging patience and respect for our community as we move through stages of the Idaho rebound. This is based in feedback received from local businesses.
 - Business update
 - Most retail businesses are open
 - More persons in town
 - High percentage not wearing masks
 - Discussions that we have had regarding protocols for businesses
 - Masks, limiting customers, social distance
 - Short-term rental restrictions still in place
 - Out of state persons entering Idaho required to 14-day self-quarantine
- Valley County
 - Continued coordination with Emergency Operation Center (EOC) and Public Information Officers (PIOs)
 - Concept developed by McCall Area Chamber of Commerce in partnership with all Valley County cities including New Meadows.

- Main Message: “This place is special. Help us protect the place and the people we love.”
- Will include road signage, web, digital media and business tools.
- Preparation for Stage 2 – May 16-29
 - Protocols set for city facilities
 - Restaurants may open once its mitigation plan has been submitted and approved by Central District Health (CDH)
 - Salons may open
- Stage 3 protocols in place and await implementation for city facilities and employees

City Manager Anette Spickard touched briefly on staff efforts for the McCall Golf Pro and Banyan’s on the Green in their reopening at the McCall Golf Course. She gave an update of Governor Brad Little’s message to cities with a focused message towards citizens on personal responsibility and using common sense, asked for continued support of his efforts to combat the pandemic, and help build consumer confidence so Idaho’s economy can reopen fully. She shared she has received a lot of positive response from the local community. The Fourth of July event will be a complicated effort and will be presented to Council in the near future.

AB 20-140 Call for Nominations for AIC Third Vice President & Process for Board Elections for 2020 Discussion and Possible Nomination

Mayor Giles presented the discussion. The Association of Idaho Cities (AIC) is looking for nominations for an AIC Third Vice President board position. Eligible candidates should be elected officials from AIC Districts 3 or 4, which includes the City of McCall. The purpose of this discussion is to inquire if any Council Member would be interested in being nominated. Anyone interested in serving as AIC Third Vice President needs to be nominated by a city elected official or self-nominated by Friday, May 22 at close of business day to the AIC Executive Director.

Council consensus was to think about the nominations and, if someone is interested, the item will be brought back to the May 21 Council meeting.

Upcoming Meetings Schedule Discussion

Council discussed upcoming meetings.

ADJOURNMENT

Without further business, Mayor Giles adjourned the meeting at 7:13 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	6,247.64	.00	.00
	Total City Manager:				
		4	11,244.86	.00	.00
	Total Community Development:				
		7	15,645.74	.00	.00
	Total Council:				
		5	1,400.00	.00	.00
	Total Finance:				
		3	8,362.19	.00	.00
	Total Golf Course Maint:				
		3	7,696.57	.00	.00
	Total Info systems:				
		2	5,172.70	.00	.00
	Total Library:				
		7	8,108.24	.00	.00
	Total Local Option Tax:				
		1	1,580.84	29.10	.00
	Total Parks:				
		9	11,814.01	.00	.00
	Total Police:				
		11	26,806.69	345.07	.00
	Total PW/Streets:				
		14	28,408.42	.00	.00
	Total Recreation Programs:				
		3	6,237.82	.00	.00
	Total Water Distribution:				
		5	9,265.74	.00	.00
	Total Water Treatment:				
		1	2,627.97	.00	.00
	Grand Totals:				
		80	154,731.09	374.17	.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
PW/Streets				
9-02				
Total PW/Streets:	89.03	10.50	8.75	90.78
Water Distribution				
9-02				
Total Water Distribution:	37.77	6.75	.00	44.52
Water Treatment				
9-02				
Total Water Treatment:	34.63	3.75	.00	38.38

Grand Totals:	<u>1,019.88</u>	<u>21.00</u>	<u>23.25</u>	<u>1,017.63</u>
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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-11750 UTILITY CASH CLEARING						
HEFLIN, DAVID & MARY	184903	DBL PAYMENT FOR MARCH	05/13/20	46.74	.00	
LINDSTROM, MICHAEL	125004	CREDIT BALANCE ACCT 1.2500.4	05/13/20	786.78	.00	
Total 01-11750 UTILITY CASH CLEARING:				833.52	.00	
Total :				833.52	.00	
Total :				833.52	.00	
PAYROLL PAYABLES CLEARING						
03-21521 COBRA - DENTAL						
DELTA DENTAL PLAN OF IDAHO	202004-COBRA	PREMIUMS - #2667-0000/COBRA	05/01/20	63.00	63.00	05/07/2020
WILLAMETTE DENTAL INSURANCE	202004-COBRA	PREMIUMS-GROUP #Z1759-ID51/COBR	05/01/20	87.40	87.40	05/07/2020
WILLAMETTE DENTAL INSURANCE	202005-COBRA	PREMIUMS-GROUP #Z1759-ID51/COBR	05/01/20	87.40	87.40	05/07/2020
Total 03-21521 COBRA - DENTAL:				237.80	237.80	
03-22313 AFLAC						
AFLAC	522499	PREMIUMS - A/C #OLF52	05/01/20	159.04	159.04	05/07/2020
Total 03-22313 AFLAC:				159.04	159.04	
03-22314 DENTAL						
DELTA DENTAL PLAN OF IDAHO	202004	PREMIUMS - #2667-0000	05/01/20	2,755.91	2,755.91	05/07/2020
DELTA DENTAL PLAN OF IDAHO	202005	PREMIUMS - #2667-0000	05/01/20	2,818.91	2,818.91	05/07/2020
Total 03-22314 DENTAL:				5,574.82	5,574.82	
03-22315 COLONIAL						
COLONIAL LIFE & ACCIDENT	3289725-0401248	PREMIUMS - BCN E3289725	05/01/20	525.70	525.70	05/07/2020
COLONIAL LIFE & ACCIDENT	3289725-0501266	PREMIUMS - BCN E3289725	05/01/20	525.70	525.70	05/07/2020
Total 03-22315 COLONIAL:				1,051.40	1,051.40	
03-22316 IDAHO NCPERS GROUP LIFE						
NCPERS GROUP LIFE INS	C440420	PREMIUMS - C44000000000	05/01/20	16.00	16.00	05/07/2020
NCPERS GROUP LIFE INS	C44-0520	PREMIUMS - C44000000000	05/01/20	16.00	16.00	05/07/2020
Total 03-22316 IDAHO NCPERS GROUP LIFE:				32.00	32.00	
03-22317 OHIO NATIONAL LIFE						
OHIO NATIONAL LIFE INSURANCE	87822120	PREMIUMS - SS0004892	05/01/20	21.47	21.47	05/07/2020
OHIO NATIONAL LIFE INSURANCE	87822131	PREMIUMS - SS0004892	05/01/20	21.47	21.47	05/07/2020
Total 03-22317 OHIO NATIONAL LIFE:				42.94	42.94	
03-22323 HRA ADMIN FEE						
NUESYNERGY INC.	750	HRA/FSA ADMIN FEES	05/07/20	360.00	360.00	05/07/2020
Total 03-22323 HRA ADMIN FEE:				360.00	360.00	
03-22325 COBRA SERVICE FEE						
NUESYNERGY INC.	750	COBRA ADMIN FEES	05/07/20	75.00	75.00	05/07/2020

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 03-22325 COBRA SERVICE FEE:				75.00	75.00	
03-22326 HEALTH INSURANCE PAYABLE						
III-A TRUST	202004	PREMIUMS - #142-MCCALL	05/01/20	75,124.00	75,124.00	05/07/2020
III-A TRUST	202005	PREMIUMS - #142-MCCALL	05/01/20	77,668.00	77,668.00	05/07/2020
Total 03-22326 HEALTH INSURANCE PAYABLE:				152,792.00	152,792.00	
03-22328 VISION PAYABLE						
III-A TRUST	202004	VISION PREMIUMS - #142-MCCALL	05/01/20	834.00	834.00	05/07/2020
III-A TRUST	202005	VISION PREMIUMS - #142-MCCALL	05/01/20	856.00	856.00	05/07/2020
Total 03-22328 VISION PAYABLE:				1,690.00	1,690.00	
03-22330 WILLAMETTE DENTAL						
WILLAMETTE DENTAL INSURANCE	202004	PREMIUMS - GROUP #Z1759 - ID51	05/01/20	2,787.70	2,787.70	05/07/2020
WILLAMETTE DENTAL INSURANCE	202005	PREMIUMS - GROUP #Z1759 - ID51	05/01/20	2,830.95	2,830.95	05/07/2020
Total 03-22330 WILLAMETTE DENTAL:				5,618.65	5,618.65	
03-22375 CHILD SUPPORT						
IDAHO CHILD SUPPORT RECEIPTING	20200508-2	CHILD SUPPORT - #195240	05/08/20	187.38	187.38	05/08/2020
IDAHO CHILD SUPPORT RECEIPTING	20200508-4	CHILD SUPPORT - #301057	05/08/20	217.28	217.28	05/08/2020
OREGON DEPT. OF JUSTICE	20200508-5	CASE ID - 41000000121812	05/08/20	252.00	252.00	05/08/2020
Total 03-22375 CHILD SUPPORT:				656.66	656.66	
Total :				168,290.31	168,290.31	
Total PAYROLL PAYABLES CLEARING:				168,290.31	168,290.31	
GENERAL FUND						
MAYOR & COUNCIL						
10-41-150-275.0 PUBLIC RELATIONS						
KDZY 98.3 FM	19060213	RADIO SPOTS - CITY COUNCIL MTG	06/30/19	48.00	.00	
KDZY 98.3 FM	19060214	RADIO SPOTS - CITY COUNCIL MTG	06/30/19	77.00	.00	
KDZY 98.3 FM	19070241	RADIO SPOTS - CITY COUNCIL MTG	07/31/19	48.00	.00	
KDZY 98.3 FM	19070242	RADIO SPOTS - CITY COUNCIL MTG	07/31/19	48.00	.00	
KDZY 98.3 FM	19100196	RECRUITMENT ADS	10/31/19	50.00	.00	
ROCKY MOUNTAIN SIGNS & APPAREL	18919	BANNER STAND WITH BANNERS	02/19/20	298.00	.00	
STAR 95.5 FM McCALL	19060239	RADIO SPOTS - CITY COUNCIL MTG	06/30/19	48.00	.00	
STAR 95.5 FM McCALL	19060240	RADIO SPOTS - CITY COUNCIL MTG	06/30/19	77.00	.00	
STAR 95.5 FM McCALL	19070272	RADIO SPOTS - CITY COUNCIL MTG	07/31/19	48.00	.00	
STAR 95.5 FM McCALL	19070273	RADIO SPOTS - CITY COUNCIL MTG	07/31/19	48.00	.00	
STAR 95.5 FM McCALL	19090243	RADIO SPOTS - LIBRARY EXPANSION-	09/30/19	50.00	.00	
STAR 95.5 FM McCALL	19100236	RECRUITMENT ADS	10/31/19	50.00	.00	
Total 10-41-150-275.0 PUBLIC RELATIONS:				890.00	.00	
Total MAYOR & COUNCIL:				890.00	.00	
INFORMATION SYSTEMS						
10-42-150-210.0 DEPARTMENT SUPPLIES						
U.S. BANK - CARD SERVICES	202004-JOVANOV	LAPTOP SPEAKERS	05/01/20	39.00	.00	
Total 10-42-150-210.0 DEPARTMENT SUPPLIES:				39.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-42-150-465.0 COMMUNICATIONS - ETHERNET						
ZIPLY FIBER	0520-0058	ETHERNET	05/05/20	975.00	.00	
U.S. BANK - CARD SERVICES	202004-LOJEK	SPARKLIGHT	05/01/20	340.00	.00	
Total 10-42-150-465.0 COMMUNICATIONS - ETHERNET:				1,315.00	.00	
10-42-150-560.0 REPAIRS - COMPUTER EQUIP						
U.S. BANK - CARD SERVICES	202004-CURTIN	AnNUAL SERVICE AGREEMENT	04/27/20	2,725.00	.00	
Total 10-42-150-560.0 REPAIRS - COMPUTER EQUIP:				2,725.00	.00	
10-42-150-620.0 COMPUTER HARDWARE						
DELL MARKETING L.P.	10390171433	Laptop for new Water Systems Manager	05/01/20	2,126.91	.00	
Total 10-42-150-620.0 COMPUTER HARDWARE:				2,126.91	.00	
Total INFORMATION SYSTEMS:				6,205.91	.00	
CITY MANAGER						
10-43-650-910.0 COVID-19 - FEMA TRACKING						
ALBERTSONS LLC	B00709-050720-336	PAPER TOWELS	05/07/20	14.99	.00	
GEM STATE PAPER & SUPPLY	3019327	SINGLE USE MASK, LYSOLSPRAY, CLO	04/30/20	331.58	.00	
MAY HARDWARE INC.	979905	WATER TIGHT BOX	05/06/20	45.87	.00	
MAY HARDWARE INC.	980027	MIX CONTAINER, GLASS CLEANER, SP	05/07/20	71.29	.00	
MAY HARDWARE INC.	980054	SPRAY BOTTLE	05/07/20	10.04	.00	
MAY HARDWARE INC.	980073	MULTI PURPOSE WIPES	05/07/20	57.56	.00	
PAT'S GLASS & OVERHEAD DOOR	520.16	PLEXI GLASS	05/08/20	708.00	.00	
ROCKY MOUNTAIN SIGNS & APPAREL	19147	COVID SIGNS	05/01/20	140.00	.00	
ROCKY MOUNTAIN SIGNS & APPAREL	19149	COVID SIGNS	05/01/20	420.00	.00	
ROCKY MOUNTAIN SIGNS & APPAREL	19154	COVID SIGNS	05/01/20	135.00	.00	
U.S. BANK - CARD SERVICES	202004-MALVICH	BLEACH GERMICIDAL WIPES	05/01/20	274.13	.00	
U.S. BANK - CARD SERVICES	202004-MALVICH	BLEACH	05/01/20	190.61	.00	
U.S. BANK - CARD SERVICES	202004-MALVICH	LOTH BLEACH WIPE	05/01/20	183.80	.00	
U.S. BANK - CARD SERVICES	202004-MALVICH	COTTON MASK	05/01/20	838.00	.00	
U.S. BANK - CARD SERVICES	202004-MALVICH	NITRILE GLOVES, FULL FACE SHIELD	05/01/20	139.80	.00	
U.S. BANK - CARD SERVICES	202004-MALVICH	IHEALTH THERMOMETER	05/01/20	539.80	.00	
U.S. BANK - CARD SERVICES	202004-MALVICH	NITRILE GLOVES, DISPOSABLE N95, F	05/01/20	1,061.99	.00	
U.S. BANK - CARD SERVICES	202004-MALVICH	CLTH FACE MASKS	05/01/20	900.00	.00	
U.S. BANK - CARD SERVICES	202004-MALVICH	RESPIRATOR N95	05/01/20	145.87	.00	
U.S. BANK - CARD SERVICES	202004-MALVICH	PARTICULATE DISPOSABLE N95	05/01/20	276.59	.00	
U.S. BANK - CARD SERVICES	202004-MALVICH	CAVIWIPES	05/01/20	276.94	.00	
U.S. BANK - CARD SERVICES	202004-MALVICH	TYVEK COVERALL W/HD	05/01/20	290.47	.00	
Total 10-43-650-910.0 COVID-19 - FEMA TRACKING:				7,052.33	.00	
Total CITY MANAGER:				7,052.33	.00	
ADMINISTRATIVE COSTS						
10-44-150-200.0 OFFICE SUPPLIES						
OFFICE SAVERS ONLINE	2340	PAPER, CATALOG ENVELOPES, BUSIN	05/01/20	163.57	.00	
Total 10-44-150-200.0 OFFICE SUPPLIES:				163.57	.00	
10-44-150-420.0 TRAVEL AND MEETINGS						
TREASURE VALLEY COFFEE INC.	2160:06013820	SUGAR, COFFEE	05/05/20	132.80	.00	
Total 10-44-150-420.0 TRAVEL AND MEETINGS:				132.80	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-44-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS						
IDAHO STATESMAN, THE	73413003-2020	ANNUAL SUBSCRIPTION - CITY HALL	05/01/20	499.20	.00	
Total 10-44-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS:				499.20	.00	
10-44-150-460.0 TELEPHONE						
ZIPLY FIBER	0520-7142	PHONE SERVICE - CITY HALL	05/07/20	118.12	.00	
Total 10-44-150-460.0 TELEPHONE:				118.12	.00	
10-44-150-490.0 HEAT, LIGHTS, AND UTILITIES						
MCCALL, CITY OF	0520-182601	WATER	05/13/20	168.06	.00	
Total 10-44-150-490.0 HEAT, LIGHTS, AND UTILITIES:				168.06	.00	
10-44-150-500.0 RENTAL - OFFICE EQUIPMENT						
PITNEY BOWES	3311120938	LEASING - DIGITAL MAILING SYSTEM	04/29/20	307.83	.00	
RICOH AMERICAS CORP.	5059421645	ADDITIONAL IMAGES - 04-28-2020	04/26/20	115.53	.00	
WELLS FARGO EQUIPMENT FINANCE	5010294704-FIN	XEROX C8045 #603-0214726-000 RENT	05/07/20	170.25	.00	
Total 10-44-150-500.0 RENTAL - OFFICE EQUIPMENT:				593.61	.00	
Total ADMINISTRATIVE COSTS:				1,675.36	.00	
CITY CLERK						
10-46-150-300.0 PROFESSIONAL SERVICES						
AUDIO CLERK	1147	MARCH 3RD, 2020 P&Z	04/06/20	32.00	.00	
Total 10-46-150-300.0 PROFESSIONAL SERVICES:				32.00	.00	
10-46-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
STAR NEWS, THE	54905	LEGAL AD - ORDINANCE #987-APRIL 30	04/30/20	148.20	.00	
STAR NEWS, THE	54906	LEGAL AD - ORDINANCE #988-APRIL 30	04/30/20	270.18	.00	
STAR NEWS, THE	54907	LEGAL AD - ORDINANCE #989-APRIL 30	04/30/20	79.80	.00	
Total 10-46-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				498.18	.00	
10-46-150-598.0 RECORDS DESTRUCTION						
SHRED-IT USA - BOISE	8129729555	SHREDDING	05/07/20	140.38	.00	
Total 10-46-150-598.0 RECORDS DESTRUCTION:				140.38	.00	
Total CITY CLERK:				670.56	.00	
LOCAL OPTION TAX DEPARTMENT						
10-47-150-610.0 REC & CULTURAL ACTIVITIES (C)						
McCALL FIGURE SKATING CLUB INC.	20-19	LOT DISB. - SCHOLARSHIPS	05/01/20	2,310.00	.00	
McCALL FIGURE SKATING CLUB INC.	20-39	LOT DISB. - ICE TIME	05/01/20	5,000.00	.00	
MCCALL ICE SKATING ASSOCIATION	20-20	LOT DISB. - HOCKEY EQUIPMENT LOA	05/01/20	3,000.00	.00	
McCALL WINTER SPORTS CLUB	20-27	LOT DISB. - HIDDEN VALLEY HOEDOW	05/01/20	3,350.00	.00	
McCALL WINTER SPORTS CLUB	20-28	LOT DISB. - CHRIS BODILY MEMORIAL	05/01/20	1,850.00	.00	
McCALL NORDIC SKI CLUB INC.	20-38	LOT DISB. - NORDIC RACES	05/01/20	7,950.00	.00	
McCALL NORDIC SKI CLUB INC.	20-41	LOT DISB. - YOUTH SKI FESTIVAL	05/01/20	7,200.00	.00	
Total 10-47-150-610.0 REC & CULTURAL ACTIVITIES (C):				30,660.00	.00	
10-47-150-670.0 REC & CULTURAL FACILITIES (B)						
PAYETTE LAKES SKI CLUB	20-06	LOT DISB. - TRAIL GROOMING	05/01/20	10,000.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-47-150-670.0 REC & CULTURAL FACILITIES (B):				10,000.00	.00	
10-47-150-680.0 PARKS MAINT. & DEVELOPMENT (D)						
MCCALL REHABILITATION AND CARE	20-43	LOT DISB. - DOG PARK	05/01/20	8,795.00	.00	
Total 10-47-150-680.0 PARKS MAINT. & DEVELOPMENT (D):				8,795.00	.00	
Total LOCAL OPTION TAX DEPARTMENT:				49,455.00	.00	
COMMUNITY DEVELOPMENT						
10-48-150-210.0 DEPARTMENT SUPPLIES						
U.S. BANK - CARD SERVICES	202004-GROENEV	HARD HAT, SHELL	05/01/20	48.84	.00	
U.S. BANK - CARD SERVICES	202004-GROENEV	OTTERBOX	05/01/20	22.66	.00	
Total 10-48-150-210.0 DEPARTMENT SUPPLIES:				71.50	.00	
10-48-150-230.0 PRINTING AND BINDING						
STAR NEWS, THE	54988	LEGAL AD - P & Z HEARING JUNE 2 - M	05/14/20	51.30	.00	
Total 10-48-150-230.0 PRINTING AND BINDING:				51.30	.00	
10-48-150-240.0 MINOR EQUIPMENT						
U.S. BANK - CARD SERVICES	202004-GROENEV	AMZN MKTP	05/01/20	42.39	.00	
Total 10-48-150-240.0 MINOR EQUIPMENT:				42.39	.00	
10-48-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	65308305-CD	FUEL	05/06/20	89.61	.00	
Total 10-48-150-250.0 MOTOR FUELS AND LUBRICANTS:				89.61	.00	
10-48-150-300.0 PROFESSIONAL SERVICES						
CRESTLINE ENGINEERS INC.	2051	20013 - DAVIS AVENUE - WETLAND EVA	05/01/20	711.50	.00	
Total 10-48-150-300.0 PROFESSIONAL SERVICES:				711.50	.00	
10-48-150-325.0 ECONOMIC DEVELOPMENT						
ROCKY MOUNTAIN SIGNS & APPAREL	19130	CIVIC SIGNS	05/01/20	2,283.00	.00	
ROCKY MOUNTAIN SIGNS & APPAREL	19131	EAST LAKE MERCHANT SIGN AT 3RD	05/01/20	3,085.00	.00	
Total 10-48-150-325.0 ECONOMIC DEVELOPMENT:				5,368.00	.00	
10-48-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
STAR NEWS, THE	54885	LEGAL AD - P & Z HEARING MAY 5	05/01/20	148.20	.00	
STAR NEWS, THE	54908	LEGAL AD - P & Z HEARING MAY 5 HEA	05/01/20	140.22	.00	
STAR NEWS, THE	54909	LEGAL AD - P & Z HEARING MAY 21-KE	05/01/20	50.16	.00	
Total 10-48-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				338.58	.00	
10-48-150-440.0 PROFESSIONAL DEVELOPMENT						
IDAHO ASSOC OF BLDG OFFICIALS	5151	IDABO BLDG PROF EDU INST - POWEL	05/01/20	150.00	.00	
U.S. BANK - CARD SERVICES	202004-GROENEV	IDAHO ECONOM CANCELLATION	05/01/20	175.00-	.00	
Total 10-48-150-440.0 PROFESSIONAL DEVELOPMENT:				25.00-	.00	
10-48-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
BRUNEEL COMPANY INC.	MCC 0011122	SNOW TIRE CHANGE OVER	05/07/20	67.90	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
JERRY'S AUTO PARTS	149941	OIL FILTER, FUEL FILTER	05/01/20	24.63	.00	
JERRY'S AUTO PARTS	150432	AXLE SEAL	05/01/20	16.93	.00	
Total 10-48-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				109.46	.00	
10-48-150-610.0 GIS EQUIPMENT						
U.S. BANK - CARD SERVICES	202004-GROENEV	ESRI	05/01/20	125.00	.00	
Total 10-48-150-610.0 GIS EQUIPMENT:				125.00	.00	
Total COMMUNITY DEVELOPMENT:				6,882.34	.00	
POLICE DEPARTMENT						
10-50-150-210.0 DEPARTMENT SUPPLIES						
MAY HARDWARE INC.	979688	CAR WASH, SUPER GLUE, MISC FASTE	05/04/20	26.00	.00	
TREASURE VALLEY COFFEE INC.	2160:06708099	COFFEE	05/05/20	66.65	.00	
Total 10-50-150-210.0 DEPARTMENT SUPPLIES:				92.65	.00	
10-50-150-215.0 RANGE/AMMUNITION						
U.S. BANK - CARD SERVICES	202004-KIMMEL	SLING FOR AR	05/01/20	58.64	.00	
Total 10-50-150-215.0 RANGE/AMMUNITION:				58.64	.00	
10-50-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	65307506-PD	FUEL	05/06/20	1,252.57	.00	
Total 10-50-150-250.0 MOTOR FUELS AND LUBRICANTS:				1,252.57	.00	
10-50-150-260.0 POSTAGE						
U.S. BANK - CARD SERVICES	202004-BATES	UPS	05/01/20	10.72	.00	
U.S. BANK - CARD SERVICES	202004-GESTRIN	UPS - RADIO PROGRAM COMPUTER T	05/01/20	12.85	.00	
U.S. BANK - CARD SERVICES	202004-KOLANO	POSTAGE - EVENT#73439	05/01/20	7.10	.00	
U.S. BANK - CARD SERVICES	202004-RYSKA	POSTAGE - 20-00106, 20-00093	05/01/20	12.15	.00	
Total 10-50-150-260.0 POSTAGE:				42.82	.00	
10-50-150-300.0 PROFESSIONAL SERVICES						
SHRED-IT USA - BOISE	8129729555	SHREDDING	05/07/20	65.91	.00	
Total 10-50-150-300.0 PROFESSIONAL SERVICES:				65.91	.00	
10-50-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
U.S. BANK - CARD SERVICES	202004-JOHNSON	WE'RE HIRING CAMPAIGNS FACEBOO	05/01/20	88.13	.00	
Total 10-50-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				88.13	.00	
10-50-150-440.0 PROFESSIONAL DEVELOPMENT						
U.S. BANK - CARD SERVICES	202004-ARRASMIT	ALAMO RENT A CAR	05/01/20	355.85-	.00	
U.S. BANK - CARD SERVICES	202004-WILLIAMS	LODGING - TACOPS CANCELLATION	05/01/20	201.82-	.00	
U.S. BANK - CARD SERVICES	202004-WILLIAMS	FLIGHT - FBI LEEDA CANCELLATION	05/01/20	232.90-	.00	
Total 10-50-150-440.0 PROFESSIONAL DEVELOPMENT:				790.57-	.00	
10-50-150-450.0 CLEANING AND CUSTODIAL						
BLUE RIBBON LINEN SUPPLY INC.	162840	FLOOR MATS	05/08/20	25.00	.00	
GEM STATE PAPER & SUPPLY	3017385	BATH TISSUE, FACIAL TISSUE	05/01/20	226.30	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-50-150-450.0 CLEANING AND CUSTODIAL:				251.30	.00	
10-50-150-460.0 TELEPHONE						
ZIPLY FIBER	0520-2144	PHONE SERVICE - POLICE DEPT.	05/07/20	28.92	.00	
VERIZON WIRELESS	9853385959	CELLULAR PHONE SERVICE - POLICE	05/01/20	830.38	.00	
Total 10-50-150-460.0 TELEPHONE:				859.30	.00	
10-50-150-500.0 RENTAL - OFFICE EQUIPMENT						
WELLS FARGO EQUIPMENT FINANCE	5010228006-PD/A	XEROX C405 #603-0173151 05/27/20	05/03/20	56.02	.00	
WELLS FARGO EQUIPMENT FINANCE	5010228007-PD	XEROX C8045 #603-0173257-000 MIN. U	05/03/20	458.55	.00	
Total 10-50-150-500.0 RENTAL - OFFICE EQUIPMENT:				514.57	.00	
10-50-150-520.1 RENTAL-POLICE DEPT. FACILITIES						
VALLEY COUNTY	2020-JUNE	PD FACILITY LEASE	05/12/20	2,700.00	.00	
Total 10-50-150-520.1 RENTAL-POLICE DEPT. FACILITIES:				2,700.00	.00	
10-50-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
BRUNEEL COMPANY INC.	MCC 0011093	MACHINE ROTORS	05/05/20	52.00	.00	
JERRY'S AUTO PARTS	152366	EXACT FIT BEAM, VALVE	04/27/20	20.17	.00	
JERRY'S AUTO PARTS	152581	MICRO V RIBBED BELT	05/01/20	16.64	.00	
MAY HARDWARE INC.	979743	MISC FASTENERS	05/05/20	2.32	.00	
U.S. BANK - CARD SERVICES	202004-BATES	CAR WASH	05/01/20	14.00	.00	
U.S. BANK - CARD SERVICES	202004-GESTRIN	CAR WASH	05/01/20	8.00	.00	
U.S. BANK - CARD SERVICES	202004-JOHNSON	CAR WASH	05/01/20	7.00	.00	
U.S. BANK - CARD SERVICES	202004-KIMMEL	CAR WASH	05/01/20	7.00	.00	
U.S. BANK - CARD SERVICES	202004-PALMER	CAR WASH	05/01/20	7.00	.00	
U.S. BANK - CARD SERVICES	202004-RYSKA	BLANK FACE PLATES, UTILITY BOX AC	05/01/20	93.50	.00	
U.S. BANK - CARD SERVICES	202004-WEAVER	BRACKET PD202	05/01/20	100.63	.00	
Total 10-50-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				328.26	.00	
Total POLICE DEPARTMENT:				5,463.58	.00	
CAPITAL IMPROVEMENT PLAN						
10-70-600-710.0 GENERAL FUND CIP						
CRESTLINE ENGINEERS INC.	2018	19053 CITY OF MCCALL IT - BURIED CO	05/01/20	14,257.50	.00	
CRESTLINE ENGINEERS INC.	2061	19053 CITY OF MCCALL IT - BURIED CO	05/01/20	9,829.75	.00	
Total 10-70-600-710.0 GENERAL FUND CIP:				24,087.25	.00	
Total CAPITAL IMPROVEMENT PLAN:				24,087.25	.00	
Total GENERAL FUND:				102,382.33	.00	
PUBLIC WORKS & STREETS FUND						
PUBLIC WORKS & STREETS						
24-55-150-210.0 DEPARTMENT SUPPLIES						
MAY HARDWARE INC.	980110	LEVEL HD WIRE SHELVING	05/07/20	359.97	.00	
U.S. BANK - CARD SERVICES	202004-WEAVER	SMARTDESK 2	05/01/20	444.00	.00	
Total 24-55-150-210.0 DEPARTMENT SUPPLIES:				803.97	.00	
24-55-150-211.0 MECHANIC SHOP SUPPLIES						
JERRY'S AUTO PARTS	114712	BATTSYS TESTER, WHEEL CHARGER	05/06/20	268.99	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
JERRY'S AUTO PARTS	153161	SAE 30	05/01/20	16.40	.00	
LAWSON PRODUCTS INC.	9307565748	PARTS	05/05/20	387.01	.00	
LAWSON PRODUCTS INC.	9307565749	SHOP PARTS	05/05/20	369.56	.00	
Total 24-55-150-211.0 MECHANIC SHOP SUPPLIES:				1,041.96	.00	
24-55-150-440.0 PROFESSIONAL DEVELOPMENT						
U.S. BANK - CARD SERVICES	202004-STEWART	LICENSE RENEWAL - BOARD OF PROF	05/01/20	156.50	.00	
U.S. BANK - CARD SERVICES	202004-WEAVER	LODGING - irrigation training	05/01/20	154.81	.00	
Total 24-55-150-440.0 PROFESSIONAL DEVELOPMENT:				311.31	.00	
24-55-150-465.0 COMMUNICATIONS - RADIO						
U.S. BANK - CARD SERVICES	202004-MALVICH	PUREGEAR 4FT USB	05/01/20	42.78	.00	
Total 24-55-150-465.0 COMMUNICATIONS - RADIO:				42.78	.00	
24-55-150-500.0 RENTAL - OFFICE EQUIPMENT						
RICOH AMERICAS CORP.	5059421647	ADDITIONAL IMAGES - 04-28-2020	04/26/20	61.73	.00	
Total 24-55-150-500.0 RENTAL - OFFICE EQUIPMENT:				61.73	.00	
24-55-150-543.0 STREET REPAIR - DUST ABATEMENT						
ROADWISE INC.	82576	DUST ABATEMENT	05/01/20	5,703.66	.00	
ROADWISE INC.	82577	DUST ABATEMENT	05/01/20	5,585.15	.00	
Total 24-55-150-543.0 STREET REPAIR - DUST ABATEMENT:				11,288.81	.00	
24-55-150-550.0 STREET REPAIR - LIGHTS						
A.M.E. ELECTRIC INC.	200455	3RD AND LENORA ST - LOCATE EXISTI	05/07/20	85.00	.00	
Total 24-55-150-550.0 STREET REPAIR - LIGHTS:				85.00	.00	
24-55-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
JERRY'S AUTO PARTS	153158	SPARK PLUG	05/01/20	19.98	.00	
JERRY'S AUTO PARTS	153161	SAE 30	05/01/20	3.28	.00	
JERRY'S AUTO PARTS	153497	ATP FLAT PACK FIL KIT	05/04/20	17.11	.00	
JERRY'S AUTO PARTS	153590	FUEL FILTER	05/04/20	17.24	.00	
JERRY'S AUTO PARTS	153650	INCN SDMRKR LNS	05/05/20	1.48	.00	
KAMAN INDUSTRIAL TECHNOLOGIES	U276238	12" BELTING	05/01/20	694.80	.00	
LES SCHWAB TIRE CENTERS	12500266332	SERVICE UNIT, O-RING	05/01/20	341.26	.00	
LES SCHWAB TIRE CENTERS	12500269130	2 REAR TIRES MOUNTED AND BALANC	05/01/20	640.64	.00	
McCALL DELIVERY SERVICE	2020-0285	4 BOXES FROM METROQUIP	05/04/20	65.00	.00	
METROQUIP INC.	P03819	32" POLY WAFER	05/05/20	492.00	.00	
METROQUIP INC.	P03819	32"POLY WAFER CONV	05/05/20	372.00	.00	
NORTHWEST EQUIPMENT SALES INC	273783BP	GASKET, SEALING RING, O RING	05/01/20	79.37	.00	
WESTERN STATES EQUIPMENT CO.	IN001285703	TROUBLE SHOOT - FAULT CODE CAT 9	05/01/20	154.50	.00	
WESTERN STATES EQUIPMENT CO.	IN001293693	TROUBLE SHOOT - STARTING SYSTEM	05/01/20	154.50	.00	
WESTERN STATES EQUIPMENT CO.	IN001300190	NUT HEX	05/08/20	6.20	.00	
Total 24-55-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				3,059.36	.00	
24-55-200-714.0 PARK STREET STREETScape IMPROV						
CRESTLINE ENGINEERS INC.	2060	19038 PUBLIC WORKS - PARK ST. AND	05/01/20	5,541.00	.00	
CRESTLINE ENGINEERS INC.	2076	19038 PUBLIC WORKS - PARK ST. AND	05/01/20	5,400.00	.00	
Total 24-55-200-714.0 PARK STREET STREETScape IMPROV:				10,941.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total PUBLIC WORKS & STREETS:				27,635.92	.00	
Total PUBLIC WORKS & STREETS FUND:				27,635.92	.00	
LIBRARY FUND						
LIBRARY FUND REVENUE						
25-30-070-900.0 MISCELLANEOUS REVENUE						
ADAMS, STEPHENI	20200505	BOOK 199145 (FROGGY)	05/05/20	25.99	.00	
Total 25-30-070-900.0 MISCELLANEOUS REVENUE:				25.99	.00	
Total LIBRARY FUND REVENUE:				25.99	.00	
LIBRARY DEPARTMENT						
25-57-150-200.0 OFFICE SUPPLIES						
U.S. BANK - CARD SERVICES	202004-LOJEK	POSTAGE - FARWARDING LIBRARY MA	05/01/20	1.05	.00	
Total 25-57-150-200.0 OFFICE SUPPLIES:				1.05	.00	
25-57-150-234.0 SOFTWARE						
U.S. BANK - CARD SERVICES	202004-LOJEK	ZOOM MONTHLY	05/01/20	14.99	.00	
Total 25-57-150-234.0 SOFTWARE:				14.99	.00	
25-57-150-240.0 MINOR EQUIPMENT						
LOJEK, MARGARET	20200503	3D PRINTER PART	05/03/20	50.00	.00	
Total 25-57-150-240.0 MINOR EQUIPMENT:				50.00	.00	
25-57-150-400.1 BLDG EXPANSION PROJ PUB INFO						
STAR NEWS, THE	54894	DISPLAY AD - LIBRARY BOND - APRIL	04/23/20	660.00	.00	
STAR NEWS, THE	54901	DISPLAY AD - LIBRARY BOND - APRIL	04/30/20	330.00	.00	
Total 25-57-150-400.1 BLDG EXPANSION PROJ PUB INFO:				990.00	.00	
25-57-150-430.0 DUES AND SUBSCRIPTIONS						
U.S. BANK - CARD SERVICES	202004-LOJEK	MEMBERSHIP - IDAHO LIBRARY ASSO	05/01/20	60.00	.00	
Total 25-57-150-430.0 DUES AND SUBSCRIPTIONS:				60.00	.00	
25-57-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS						
AMAZON.COM	467386474438	BOOKS	03/21/20	42.39	.00	
AMAZON.COM	758456658449	BOOKS	03/10/20	91.84	.00	
U.S. BANK - CARD SERVICES	202004-LOJEK	BARN OWL BOOKS	05/01/20	68.05	.00	
Total 25-57-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS:				202.28	.00	
25-57-150-450.0 CLEANING AND CUSTODIAL						
AMAZON.COM	566468866694	COLOROX	03/07/20	10.13	.00	
Total 25-57-150-450.0 CLEANING AND CUSTODIAL:				10.13	.00	
25-57-150-464.0 PERIODICALS						
IDAHO STATESMAN, THE	73413003-2020	ANNUAL SUBSCRIPTION - LIBRARY	05/01/20	499.20	.00	
Total 25-57-150-464.0 PERIODICALS:				499.20	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
25-57-150-500.0 RENTAL - OFFICE EQUIPMENT						
RICOH AMERICAS CORP.	9028311093-L	RICOH PERIODIC PAYMENT 5/01/20 TO	05/02/20	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.	9028311093-L	ADDITIONAL IMAGES	05/02/20	41.90	.00	
Total 25-57-150-500.1 RENTAL - EQUIPMENT MAINTENANCE:				41.90	.00	
25-57-150-570.0 REPAIRS - BUILDING AND GROUNDS						
A-1 HEATING & AIR CONDITIONING	428841	MVP FULL SYSTEM MAINTENANCE	05/01/20	175.00	.00	
A-1 HEATING & AIR CONDITIONING	428944	MEDIA FILTER	05/07/20	114.75	.00	
Total 25-57-150-570.0 REPAIRS - BUILDING AND GROUNDS:				289.75	.00	
Total LIBRARY DEPARTMENT:				2,257.42	.00	
Total LIBRARY FUND:				2,283.41	.00	
RECREATION FUND						
RECREATION - PROGRAMS						
28-58-150-210.0 DEPARTMENT SUPPLIES						
OFFICE SAVERS ONLINE	2340	COLLAPSIBLE LETTER FILES, COLORE	05/01/20	63.00	.00	
U.S. BANK - CARD SERVICES	202004-BORK	BIKE REPAIRS	05/01/20	34.48	.00	
U.S. BANK - CARD SERVICES	202004-BORK	EASTER HUNT WINNER	05/01/20	35.00	.00	
U.S. BANK - CARD SERVICES	202004-WOLF	BIKE TUBE	05/01/20	79.92	.00	
Total 28-58-150-210.0 DEPARTMENT SUPPLIES:				212.40	.00	
28-58-150-440.0 PROFESSIONAL DEVELOPMENT						
U.S. BANK - CARD SERVICES	202004-BORK	CHILD NUTRITION COURSE	05/01/20	39.00	.00	
Total 28-58-150-440.0 PROFESSIONAL DEVELOPMENT:				39.00	.00	
28-58-150-501.0 MAINT - COPIER - PER PAGE COST						
BOISE OFFICE EQUIPMENT	IN2317505	XER/XPHASER3330 OVERAGE CHARG	05/04/20	104.91	.00	
WELLS FARGO EQUIPMENT FINANCE	5010199728-PR	XEROX C7025 #6030192296000 MIN US	05/01/20	211.90	.00	
Total 28-58-150-501.0 MAINT - COPIER - PER PAGE COST:				316.81	.00	
Total RECREATION - PROGRAMS:				568.21	.00	
RECREATION - PARKS						
28-59-100-154.0 UNEMPLOYMENT						
IDAHO DEPT. OF LABOR	20200331	UNEMPLOYMENT BENEFITS-000700291	05/01/20	107.00	107.00	05/07/2020
Total 28-59-100-154.0 UNEMPLOYMENT:				107.00	107.00	
28-59-150-210.0 DEPARTMENT SUPPLIES						
KINETICO QUALITY WATER OF McCAL	8014	WATER STAND RENTAL, WATER	05/05/20	28.90	.00	
MAY HARDWARE INC.	978553	IMPREGNATR SEALER GT, SPONGE	05/01/20	77.36	.00	
MAY HARDWARE INC.	978654	DEGREASER	04/24/20	6.74	.00	
MAY HARDWARE INC.	978666	LANDSCAPE 1%VOC, LEVEL, HAMMER,	04/24/20	104.33	.00	
MAY HARDWARE INC.	978726	JIG BLADE	04/24/20	8.99	.00	
MAY HARDWARE INC.	979264	SHOVEL, CULTIVATOR	05/01/20	41.58	.00	
MAY HARDWARE INC.	979345	SPRAY BOTTLE, MISC FASTENERS	05/01/20	20.38	.00	
MAY HARDWARE INC.	979359	SPRAY BOTTLE	05/01/20	19.82	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
MAY HARDWARE INC.	979648	GP ROPE	05/04/20	26.98	.00	
MAY HARDWARE INC.	979870	14 & 18 GAL ROUGHNECK TOTE	05/06/20	35.97	.00	
MAY HARDWARE INC.	980084	GRIPNCRAB	05/07/20	62.07	.00	
MAY HARDWARE INC.	980208	DRILL BIT, MASONRY SCW	05/08/20	10.42	.00	
MAY HARDWARE INC.	980453	STIHL AUTOCUT	05/11/20	32.95	.00	
MAY HARDWARE INC.	980455	REPL HEAD, PRO TRIM LINE	05/11/20	52.94	.00	
MAY HARDWARE INC.	980474	LIGHTER, MISC OTHER VENDOR PART	05/11/20	5.84	.00	
MAY HARDWARE INC.	980582	SYNTH	05/12/20	29.70	.00	
MAY HARDWARE INC.	980607	ZINC SAFTEY HASP	05/12/20	4.04	.00	
OFFICE SAVERS ONLINE	2340	FOLDER DIVIDERS, LAMINATOR ROLLE	05/01/20	147.65	.00	
Total 28-59-150-210.0 DEPARTMENT SUPPLIES:				716.66	.00	
28-59-150-211.0 BATHROOM SUPPLIES						
GEM STATE PAPER & SUPPLY	3019311	BATH TISSUE, WIPER ROLL, GLOVES,	05/01/20	445.36	.00	
Total 28-59-150-211.0 BATHROOM SUPPLIES:				445.36	.00	
28-59-150-223.0 FLOWERS						
FRANZ WITTE - McCALL LLC	220000012899	GLACIER GOLD POTTING SOLD	05/08/20	78.00	.00	
Total 28-59-150-223.0 FLOWERS:				78.00	.00	
28-59-150-226.0 IRRIGATION-CTRL ID HIST MUSEUM						
MCCALL, CITY OF	0520-152751	WATER	05/13/20	24.63	.00	
Total 28-59-150-226.0 IRRIGATION-CTRL ID HIST MUSEUM:				24.63	.00	
28-59-150-228.0 DRAINAGE MAINTENANCE						
FERGUSON ENTERPRISES #3007	8171979	CULVERT PIPE FOR DE-WATERING GO	04/20/20	507.35	.00	
FERGUSON ENTERPRISES #3007	8174865	HDPE PIPE	04/22/20	532.00	.00	
Total 28-59-150-228.0 DRAINAGE MAINTENANCE:				1,039.35	.00	
28-59-150-240.0 MINOR EQUIPMENT						
BUILDERS FIRTSOURCE INC.	80916696	SPADE HNDLE DRILL	04/29/20	199.99	.00	
Total 28-59-150-240.0 MINOR EQUIPMENT:				199.99	.00	
28-59-150-250.0 MOTOR FUELS AND LUBRICANTS						
SINCLAIR OIL CORP	65233042-PR	FUEL	05/01/20	47.55	.00	
Total 28-59-150-250.0 MOTOR FUELS AND LUBRICANTS:				47.55	.00	
28-59-150-300.0 PROFESSIONAL SERVICES						
U.S. BANK - CARD SERVICES	202004-BORK	FRIEND OF HORTICULTURE MEMBER	05/01/20	75.00	.00	
U.S. BANK - CARD SERVICES	202004-BORK	POSTAGE FUEL REPORT	05/01/20	1.80	.00	
Total 28-59-150-300.0 PROFESSIONAL SERVICES:				76.80	.00	
28-59-150-440.0 PROFESSIONAL DEVELOPMENT						
U.S. BANK - CARD SERVICES	202004-BORK	LODGING - irrigation training	05/01/20	301.71	.00	
Total 28-59-150-440.0 PROFESSIONAL DEVELOPMENT:				301.71	.00	
28-59-150-490.0 HEAT, LIGHTS, AND UTILITIES						
AMERIGAS PROPANE L.P.	3105892056-PR	PROPANE - A/C #200810869	05/01/20	119.19	.00	
NORCO INC.	29108130	SOLID WIRE	04/23/20	30.03	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 28-59-150-490.0 HEAT, LIGHTS, AND UTILITIES:				149.22	.00	
28-59-150-491.0 TRASH, PORTA POTTIE RENTAL						
U.S. BANK - CARD SERVICES	202004-WHEATON	DUMP	05/01/20	7.00	.00	
Total 28-59-150-491.0 TRASH, PORTA POTTIE RENTAL:				7.00	.00	
28-59-150-570.0 REPAIRS - BUILDING AND GROUNDS						
BUILDERS FIRSTSOURCE INC.	80887896	BLCK VOC	04/24/20	26.07	.00	
BUILDERS FIRSTSOURCE INC.	80907650	2X4-12 STD DF	04/28/20	11.50	.00	
BUILDERS FIRSTSOURCE INC.	80916686	2X12-16 INCISED CEDARTONE, 5LB PP	05/01/20	421.55	.00	
BUILDERS FIRSTSOURCE INC.	80918224	SCREWS, IMPACT T40	05/01/20	120.74	.00	
BUILDERS FIRSTSOURCE INC.	90067108	5LB PP EXTERIOR 10X3-1/2	05/01/20	42.99-	.00	
MAY HARDWARE INC.	978955	BIKE HOOK	04/27/20	25.14	.00	
MAY HARDWARE INC.	979115	MISC FASTENERS, PIPE ELBOW, PIPE	04/29/20	10.61	.00	
MAY HARDWARE INC.	979285	FAUCET CON	05/01/20	19.41	.00	
MAY HARDWARE INC.	979370	KEYPAD ENTRY LOCK	05/01/20	119.99	.00	
MAY HARDWARE INC.	979756	SEALANT, STEM DLT/GLBAY	05/05/20	15.28	.00	
MAY HARDWARE INC.	979775	VALVE 3 WAY	05/05/20	13.49	.00	
MAY HARDWARE INC.	979790	STRT VALVE	05/05/20	8.99	.00	
MAY HARDWARE INC.	979798	FLARE FITTING CAP	05/05/20	4.04	.00	
MAY HARDWARE INC.	979803	PIPE CAP	05/05/20	5.84	.00	
MAY HARDWARE INC.	979871	2HAND LAV FAUCET	05/06/20	80.99	.00	
MAY HARDWARE INC.	980210	C+K INT PP1 SG NEUT GL	05/08/20	32.39	.00	
MAY HARDWARE INC.	980286	SAND DISCS	05/08/20	25.16	.00	
FERGUSON ENTERPRISES #3007	8188604	AUTO FEED WOOD BOR BIT	05/01/20	113.18	.00	
Total 28-59-150-570.0 REPAIRS - BUILDING AND GROUNDS:				1,011.38	.00	
28-59-150-571.0 REPAIRS - CENTENNIAL PARK						
MAY HARDWARE INC.	979093	ANGLE, MISC FASTENERS	05/01/20	29.40	.00	
Total 28-59-150-571.0 REPAIRS - CENTENNIAL PARK:				29.40	.00	
28-59-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
BRUNEEL COMPANY INC.	MCC 0011149	TUBE	05/11/20	18.38	.00	
JERRY'S AUTO PARTS	153044	BATTERY	05/01/20	127.86	.00	
JERRY'S AUTO PARTS	153688	OIL FILTER, 20W	05/05/20	21.60	.00	
JERRY'S AUTO PARTS	154694	REAR MAIN SEAL REPAIR	05/11/20	7.60	.00	
JERRY'S AUTO PARTS	154930	GREASE,CONNECTORS	05/12/20	57.51	.00	
Total 28-59-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				232.95	.00	
28-59-200-702.0 CAPITAL PURCHASES						
VIKING INDUSTRIAL SYSTEMS	3118	PRESSURE WASHING TRAILER	05/01/20	12,954.22	.00	
Total 28-59-200-702.0 CAPITAL PURCHASES:				12,954.22	.00	
Total RECREATION - PARKS:				17,421.22	107.00	
GRANT EXPENSES						
28-60-250-611.0 FHWA - LARDO BRIDGE MITIGATION						
ROOFING CO. LLC, THE	20200513	ROOF REPLACEMENT AT THE CENTRA	05/13/20	5,622.00	.00	
Total 28-60-250-611.0 FHWA - LARDO BRIDGE MITIGATION:				5,622.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total GRANT EXPENSES:				5,622.00	.00	
Total RECREATION FUND:				23,611.43	107.00	
AIRPORT FUND						
AIRPORT DEPARTMENT						
29-56-100-154.0 UNEMPLOYMENT						
IDAHO DEPT. OF LABOR	20200331	UNEMPLOYMENT BENEFITS-000700291	05/01/20	1,624.00	1,624.00	05/07/2020
Total 29-56-100-154.0 UNEMPLOYMENT:				1,624.00	1,624.00	
29-56-150-210.0 DEPARTMENT SUPPLIES						
MAY HARDWARE INC.	979270	GRND WHL 4-1/2X1/8X7/8, 4-1/2X1/4X7/	05/01/20	7.18	.00	
MAY HARDWARE INC.	979313	WELD ROD, GRND WHL 4-1/2X1/4X7/8	05/01/20	25.17	.00	
OFFICE SAVERS ONLINE	2340	PASSWORD JOURNAL, CHAIR MAT	05/01/20	50.92	.00	
WELLS FARGO EQUIPMENT FINANCE	5010228006-PD/A	XEROX C405 #603-0173151 05/27/20	05/03/20	56.01	.00	
Total 29-56-150-210.0 DEPARTMENT SUPPLIES:				139.28	.00	
29-56-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	65307219-A	FUEL	05/06/20	57.41	.00	
Total 29-56-150-250.0 MOTOR FUELS AND LUBRICANTS:				57.41	.00	
Total AIRPORT DEPARTMENT:				1,820.69	1,624.00	
GRANT EXPENSES						
29-60-250-730.0 FEDERAL - AIP PROJECT						
WHPacific Inc	161993-FINAL INV	MCCALL AIRPORT TAXIWAY A CM SERV	04/25/20	4,000.00	.00	
Total 29-60-250-730.0 FEDERAL - AIP PROJECT:				4,000.00	.00	
Total GRANT EXPENSES:				4,000.00	.00	
Total AIRPORT FUND:				5,820.69	1,624.00	
GOLF FUND						
GOLF OPERATIONS DEPARTMENT						
54-85-150-210.0 DEPARTMENT SUPPLIES						
ALSCO	LBO1800661	LAUNDRY	05/12/20	33.43	.00	
GEM STATE PAPER & SUPPLY	3019493	MULTIFOLD TOWEL	05/01/20	24.08	.00	
JERRY'S AUTO PARTS	153911	INTERLCKBALL MOUNT, STOP LEAK	05/06/20	35.81	.00	
MAY HARDWARE INC.	979266	MISC FASTENERS	05/01/20	17.56	.00	
MAY HARDWARE INC.	979643	DUCT TAPE, FELT BLANKET, SPRAY BO	05/04/20	47.07	.00	
SIMPLOT PARTNERS	216047594	Early order program marking paint	05/08/20	270.00	.00	
TURF EQUIPMENT & IRRIGATION	445466-00	Standard / Par Aide early order	05/01/20	1,229.85	.00	
Total 54-85-150-210.0 DEPARTMENT SUPPLIES:				1,657.80	.00	
54-85-150-218.0 SUPPLIES - FERTILIZER						
SIMPLOT PARTNERS	216047594	Early order program Fertilizer for Greens	05/08/20	957.00	.00	
Total 54-85-150-218.0 SUPPLIES - FERTILIZER:				957.00	.00	
54-85-150-222.0 CHEMICALS						
SIMPLOT PARTNERS	216047384	Headway DG fungicide	05/01/20	1,725.00	.00	
SIMPLOT PARTNERS	216047594	Early order program Wetting Agent	05/08/20	557.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 54-85-150-222.0 CHEMICALS:				2,282.00	.00	
54-85-150-223.0 BIOLOGICAL PRODUCTS						
SIMPLOT PARTNERS	216047594	Early order program Biological Products	05/08/20	1,056.00	.00	
U.S. BANK - CARD SERVICES	202004-MCCORMI	TLC Products, Inc Early order Pond Perfe	05/01/20	640.00	.00	
Total 54-85-150-223.0 BIOLOGICAL PRODUCTS:				1,696.00	.00	
54-85-150-227.0 IRRIGATION MAINTENANCE						
PDM DIVING LLC	1497	Service Clear Water screen and install pon	05/03/20	550.00	.00	
PETE MORRIS SOLUTIONS	MCCALL-0001	Relocate Irrigation computer into new offic	05/06/20	760.00	.00	
Total 54-85-150-227.0 IRRIGATION MAINTENANCE:				1,310.00	.00	
54-85-150-240.0 MINOR EQUIPMENT						
NORTHERN TOOL & EQUIPMENT CO.	44757295	NORTRAC HARROW RAKE 4	05/01/20	169.99	.00	
Total 54-85-150-240.0 MINOR EQUIPMENT:				169.99	.00	
54-85-150-250.0 MOTOR FUELS AND LUBRICANTS						
JERRY'S AUTO PARTS	153911	2CYCL TC-W3 GALLON	05/06/20	24.35	.00	
Total 54-85-150-250.0 MOTOR FUELS AND LUBRICANTS:				24.35	.00	
54-85-150-300.0 PROFESSIONAL SERVICES						
SHADOW TRACKERS	RDK190873	BACKGROUND CHECK	05/01/20	54.00	.00	
Total 54-85-150-300.0 PROFESSIONAL SERVICES:				54.00	.00	
54-85-150-461.0 CABLE ONE INTERNET SERVICES						
U.S. BANK - CARD SERVICES	202004-MCCORMI	INTERNET	05/01/20	93.94	.00	
Total 54-85-150-461.0 CABLE ONE INTERNET SERVICES:				93.94	.00	
54-85-150-570.0 REPAIRS - BUILDING AND GROUNDS						
MAY HARDWARE INC.	979924	WIRE, ELBOW PVC, SCH40 PVC COND	05/06/20	39.98	.00	
MAY HARDWARE INC.	979926	PIPE STRAP	05/06/20	4.49	.00	
MAY HARDWARE INC.	980122	BALL VALVE	05/07/20	15.29	.00	
MAY HARDWARE INC.	980534	BALL VALVE	05/11/20	15.29	.00	
Total 54-85-150-570.0 REPAIRS - BUILDING AND GROUNDS:				75.05	.00	
54-85-150-575.0 REPAIRS - CLUBHOUSE						
TAYLOR BROS. FIRE & SAFETY-IDAHO	6854062	ANNUAL FIRE EXT MAINT., CHEMICAL	05/05/20	239.92	.00	
Total 54-85-150-575.0 REPAIRS - CLUBHOUSE:				239.92	.00	
54-85-150-590.0 REPAIRS - OTHER EQUIPMENT						
TURF SOLUTIONS	2378	Aerification Tines	05/01/20	658.73	.00	
TURF SOLUTIONS	2394	3/4 Vertidrain tines	05/07/20	546.79	.00	
JERRY'S AUTO PARTS	153042	BATTERY	05/01/20	94.43	.00	
McCALL DELIVERY SERVICE	2020-0265	STARTER DELIVERY	05/01/20	30.00	.00	
R & R PRODUCTS INC.	CD2438348	SPACER MOWER MOUNTING ASSY, SC	05/01/20	93.16	.00	
R & R PRODUCTS INC.	CD2442003	BRACKET, SPRING LH HD, RAKE THAT	05/06/20	187.58	.00	
TURF EQUIPMENT & IRRIGATION	446570-00	AIR FILTER, BEDKNIFE, PIN GROOMER,	05/01/20	1,113.81	.00	
TURF EQUIPMENT & IRRIGATION	446980-00	BEDKNIFE, SCREW, OIL FILTER	05/01/20	318.57	.00	
TURF EQUIPMENT & IRRIGATION	447086-00	AIR FILTER, BEDKNIFE, PIN GROOMER,	05/05/20	1,119.73-	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
U.S. BANK - CARD SERVICES	202004-MCCORMI	HITCH	05/01/20	230.47	.00	
U.S. BANK - CARD SERVICES	202004-MCCORMI	SUNWIN FUEL SHUTOFF SOLENOID	05/01/20	36.34	.00	
Total 54-85-150-590.0 REPAIRS - OTHER EQUIPMENT:				2,190.15	.00	
Total GOLF OPERATIONS DEPARTMENT:				10,750.20	.00	
Total GOLF FUND:				10,750.20	.00	
WATER FUND						
WATER DISTRIBUTION						
60-64-150-210.0 DEPARTMENT SUPPLIES						
MAY HARDWARE INC.	979058	CONNECTOR	04/28/20	21.58	.00	
MAY HARDWARE INC.	979162	PAINT, LYSOL	04/29/20	42.78	.00	
Total 60-64-150-210.0 DEPARTMENT SUPPLIES:				64.36	.00	
60-64-150-300.0 PROFESSIONAL SERVICES						
WIENHOFF DRUG TESTING	90796	RANDOM TESTING	05/01/20	35.00	.00	
Total 60-64-150-300.0 PROFESSIONAL SERVICES:				35.00	.00	
60-64-150-350.0 ENGINEER SERVICES						
CRESTLINE ENGINEERS INC.	1996	19008 CITY OF MCCALL PUBLIC WORK	05/01/20	710.00	.00	
CRESTLINE ENGINEERS INC.	2025	19008 CITY OF MCCALL PUBLIC WORK	05/01/20	295.00	.00	
CRESTLINE ENGINEERS INC.	2075	19008 CITY OF MCCALL PUBLIC WORK	05/01/20	398.50	.00	
Total 60-64-150-350.0 ENGINEER SERVICES:				1,403.50	.00	
60-64-150-440.0 PROFESSIONAL DEVELOPMENT						
BRINKLEY, LEVI	20200429	REIMB. - ONLINE CLASS FOR CEU	04/29/20	55.00	.00	
IDAHO BUREAU OF OCCUPATIONAL	DWD1-13043 BRIN	CERT. RENEWAL-DWD1-BRINKLEY	05/01/20	30.00	.00	
LA QUINTA INN - BOISE TOWN SQUAR	019-968327	LODGING - JESSEN	03/11/20	192.00	.00	
Total 60-64-150-440.0 PROFESSIONAL DEVELOPMENT:				277.00	.00	
60-64-150-590.0 REPAIRS - OTHER EQUIPMENT						
FERGUSON WATERWORKS	743810	REPLACEMENT MATERIALS	04/30/20	481.59	.00	
Total 60-64-150-590.0 REPAIRS - OTHER EQUIPMENT:				481.59	.00	
Total WATER DISTRIBUTION:				2,261.45	.00	
WATER TREATMENT						
60-65-150-300.0 PROFESSIONAL SERVICES						
SHADOW TRACKERS	RDK190873	BACKGROUND CHECK	05/01/20	100.00	.00	
Total 60-65-150-300.0 PROFESSIONAL SERVICES:				100.00	.00	
60-65-150-440.0 PROFESSIONAL DEVELOPMENT						
IDAHO BUREAU OF OCCUPATIONAL	DWT1-10232 BRIN	CERT. RENEWAL-DWT1-BRINKLEY	05/01/20	30.00	.00	
LA QUINTA INN - BOISE TOWN SQUAR	499-607383	LODGING - LAFAY	03/10/20	288.00	.00	
Total 60-65-150-440.0 PROFESSIONAL DEVELOPMENT:				318.00	.00	
60-65-150-490.0 HEAT, LIGHTS, AND UTILITIES						
AMERIGAS PROPANE L.P.	3106103994-WT	PROPANE - A/C #200810869	05/01/20	1,377.59	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 60-65-150-490.0 HEAT, LIGHTS, AND UTILITIES:				1,377.59	.00	
60-65-150-500.0 RENTAL - OFFICE EQUIPMENT						
RICOH AMERICAS CORP.	5059475870-WT	RICOH MPC2004EX ADDITIONAL IMAG	05/01/20	11.97	.00	
Total 60-65-150-500.0 RENTAL - OFFICE EQUIPMENT:				11.97	.00	
60-65-150-570.0 REPAIRS - BUILDING AND GROUNDS						
SHERWIN-WILLIAMS CO., THE	2652-4	PAINT	04/24/20	353.18	.00	
Total 60-65-150-570.0 REPAIRS - BUILDING AND GROUNDS:				353.18	.00	
Total WATER TREATMENT:				2,160.74	.00	
Total WATER FUND:				4,422.19	.00	
URBAN RENEWAL AGENCY FUND						
URBAN RENEWAL AGENCY EXPENSES						
90-40-150-300.0 PROFESSIONAL SERVICES						
CRESTLINE ENGINEERS INC.	2073	20013 - DAVIS AVENUE - WETLAND EVA	05/01/20	42.50	.00	
ROCKY MOUNTAIN SIGNS & APPAREL	19129	E. LAKE MERCHANT BIKE PATH SIGN U	05/01/20	1,164.00	.00	
Total 90-40-150-300.0 PROFESSIONAL SERVICES:				1,206.50	.00	
Total URBAN RENEWAL AGENCY EXPENSES:				1,206.50	.00	
Total URBAN RENEWAL AGENCY FUND:				1,206.50	.00	
Grand Totals:				347,236.50	170,021.31	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
LIBRARY FUND						
LIBRARY FUND REVENUE						
25-30-070-900.0 MISCELLANEOUS REVENUE						
ADAMS, STEPHENI	20200505	BOOK 199145 (FROGGY)	05/05/20	25.99	.00	
Total 25-30-070-900.0 MISCELLANEOUS REVENUE:				25.99	.00	
Total LIBRARY FUND REVENUE:				25.99	.00	
LIBRARY DEPARTMENT						
25-57-150-200.0 OFFICE SUPPLIES						
U.S. BANK - CARD SERVICES	202004-LOJEK	POSTAGE - FARWARDING LIBRARY MA	05/01/20	1.05	.00	
Total 25-57-150-200.0 OFFICE SUPPLIES:				1.05	.00	
25-57-150-234.0 SOFTWARE						
U.S. BANK - CARD SERVICES	202004-LOJEK	ZOOM MONTHLY	05/01/20	14.99	.00	
Total 25-57-150-234.0 SOFTWARE:				14.99	.00	
25-57-150-240.0 MINOR EQUIPMENT						
LOJEK, MARGARET	20200503	3D PRINTER PART	05/03/20	50.00	.00	
Total 25-57-150-240.0 MINOR EQUIPMENT:				50.00	.00	
25-57-150-400.1 BLDG EXPANSION PROJ PUB INFO						
STAR NEWS, THE	54894	DISPLAY AD - LIBRARY BOND - APRIL	04/23/20	660.00	.00	
STAR NEWS, THE	54901	DISPLAY AD - LIBRARY BOND - APRIL	04/30/20	330.00	.00	
Total 25-57-150-400.1 BLDG EXPANSION PROJ PUB INFO:				990.00	.00	
25-57-150-430.0 DUES AND SUBSCRIPTIONS						
U.S. BANK - CARD SERVICES	202004-LOJEK	MEMBERSHIP - IDAHO LIBRARY ASSO	05/01/20	60.00	.00	
Total 25-57-150-430.0 DUES AND SUBSCRIPTIONS:				60.00	.00	
25-57-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS						
AMAZON.COM	467386474438	BOOKS	03/21/20	42.39	.00	
AMAZON.COM	758456658449	BOOKS	03/10/20	91.84	.00	
U.S. BANK - CARD SERVICES	202004-LOJEK	BARN OWL BOOKS	05/01/20	68.05	.00	
Total 25-57-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS:				202.28	.00	
25-57-150-450.0 CLEANING AND CUSTODIAL						
AMAZON.COM	566468866694	CLOROX	03/07/20	10.13	.00	
Total 25-57-150-450.0 CLEANING AND CUSTODIAL:				10.13	.00	
25-57-150-464.0 PERIODICALS						
IDAHO STATESMAN, THE	73413003-2020	ANNUAL SUBSCRIPTION - LIBRARY	05/01/20	499.20	.00	
Total 25-57-150-464.0 PERIODICALS:				499.20	.00	
25-57-150-500.0 RENTAL - OFFICE EQUIPMENT						
RICOH AMERICAS CORP.	9028311093-L	RICOH PERIODIC PAYMENT 5/01/20 TO	05/02/20	98.12	.00	
Total 25-57-150-500.0 RENTAL - OFFICE EQUIPMENT:				98.12	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
25-57-150-500.1 RENTAL - EQUIPMENT MAINTENANCE						
RICOH AMERICAS CORP.	9028311093-L	ADDITIONAL IMAGES	05/02/20	41.90	.00	
Total 25-57-150-500.1 RENTAL - EQUIPMENT MAINTENANCE:				41.90	.00	
25-57-150-570.0 REPAIRS - BUILDING AND GROUNDS						
A-1 HEATING & AIR CONDITIONING	428841	MVP FULL SYSTEM MAINTENANCE	05/01/20	175.00	.00	
A-1 HEATING & AIR CONDITIONING	428944	MEDIA FILTER	05/07/20	114.75	.00	
Total 25-57-150-570.0 REPAIRS - BUILDING AND GROUNDS:				289.75	.00	
Total LIBRARY DEPARTMENT:				2,257.42	.00	
Total LIBRARY FUND:				2,283.41	.00	
Grand Totals:				2,283.41	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
A.M.E. ELECTRIC INC.					
1070	A.M.E. ELECTRIC INC.	200455	3RD AND LENORA ST - LOCATE	05/07/20	85.00
Total A.M.E. ELECTRIC INC.:					85.00
A-1 HEATING & AIR CONDITIONING					
1145	A-1 HEATING & AIR CONDITIONI	428841	MVP FULL SYSTEM MAINTENAN	05/01/20	175.00
1145	A-1 HEATING & AIR CONDITIONI	428944	MEDIA FILTER	05/07/20	114.75
Total A-1 HEATING & AIR CONDITIONING:					289.75
ADAMS, STEPHENI					
99996	ADAMS, STEPHENI	20200505	BOOK 199145 (FROGGY)	05/05/20	25.99
Total ADAMS, STEPHENI:					25.99
AFLAC					
1680	AFLAC	522499	PREMIUMS - A/C #OLF52	05/01/20	159.04
Total AFLAC:					159.04
ALBERTSONS LLC					
1850	ALBERTSONS LLC	B00709-05072	PAPER TOWELS	05/07/20	14.99
Total ALBERTSONS LLC:					14.99
ALSCO					
2300	ALSCO	LBOI1800661	LAUNDRY	05/12/20	33.43
Total ALSCO:					33.43
AMAZON.COM					
2320	AMAZON.COM	467386474438	BOOKS	03/21/20	42.39
2320	AMAZON.COM	566468866694	CLOROX	03/07/20	10.13
2320	AMAZON.COM	758456658449	BOOKS	03/10/20	91.84
Total AMAZON.COM:					144.36
AMERIGAS PROPANE L.P.					
2700	AMERIGAS PROPANE L.P.	3105892056-P	PROPANE - A/C #200810869	05/01/20	119.19
2700	AMERIGAS PROPANE L.P.	3106103994-W	PROPANE - A/C #200810869	05/01/20	1,377.59
Total AMERIGAS PROPANE L.P.:					1,496.78
AUDIO CLERK					
3452	AUDIO CLERK	1147	MARCH 3RD, 2020 P&Z	04/06/20	32.00
Total AUDIO CLERK:					32.00
BLUE RIBBON LINEN SUPPLY INC.					
4745	BLUE RIBBON LINEN SUPPLY I	162840	FLOOR MATS	05/08/20	25.00
Total BLUE RIBBON LINEN SUPPLY INC.:					25.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
BOISE OFFICE EQUIPMENT					
4870	BOISE OFFICE EQUIPMENT	IN2317505	XER/XPHASER3330 OVERAGE C	05/04/20	104.91
Total BOISE OFFICE EQUIPMENT:					104.91
BRINKLEY, LEVI					
5420	BRINKLEY, LEVI	20200429	REIMB. - ONLINE CLASS FOR CE	04/29/20	55.00
Total BRINKLEY, LEVI:					55.00
BRUNEEL COMPANY INC.					
5680	BRUNEEL COMPANY INC.	MCC 0011093	MACHINE ROTORS	05/05/20	52.00
5680	BRUNEEL COMPANY INC.	MCC 0011122	SNOW TIRE CHANGE OVER	05/07/20	67.90
5680	BRUNEEL COMPANY INC.	MCC 0011149	TUBE	05/11/20	18.38
Total BRUNEEL COMPANY INC.:					138.28
BUILDERS FIRSTSOURCE INC.					
5763	BUILDERS FIRSTSOURCE INC.	80887896	BLCK VOC	04/24/20	26.07
5763	BUILDERS FIRSTSOURCE INC.	80907650	2X4-12 STD DF	04/28/20	11.50
5763	BUILDERS FIRSTSOURCE INC.	80916686	2X12-16 INCISED CEDARTONE, 5	05/01/20	421.55
5763	BUILDERS FIRSTSOURCE INC.	80916696	SPADE HNDLE DRILL	04/29/20	199.99
5763	BUILDERS FIRSTSOURCE INC.	80918224	SCREWS, IMPACT T40	05/01/20	120.74
5763	BUILDERS FIRSTSOURCE INC.	90067108	5LB PP EXTERIOR 10X3-1/2	05/01/20	42.99
Total BUILDERS FIRSTSOURCE INC.:					736.86
CHEVRON TEXACO					
6760	CHEVRON TEXACO	65307219-A	FUEL	05/06/20	57.41
6760	CHEVRON TEXACO	65307506-PD	FUEL	05/06/20	1,252.57
6760	CHEVRON TEXACO	65308305-CD	FUEL	05/06/20	89.61
Total CHEVRON TEXACO:					1,399.59
COLONIAL LIFE & ACCIDENT					
7460	COLONIAL LIFE & ACCIDENT	3289725-0401	PREMIUMS - BCN E3289725	05/01/20	525.70
7460	COLONIAL LIFE & ACCIDENT	3289725-0501	PREMIUMS - BCN E3289725	05/01/20	525.70
Total COLONIAL LIFE & ACCIDENT:					1,051.40
CRESTLINE ENGINEERS INC.					
8190	CRESTLINE ENGINEERS INC.	1996	19008 CITY OF MCCALL PUBLIC	05/01/20	710.00
8190	CRESTLINE ENGINEERS INC.	2018	19053 CITY OF MCCALL IT - BURI	05/01/20	14,257.50
8190	CRESTLINE ENGINEERS INC.	2025	19008 CITY OF MCCALL PUBLIC	05/01/20	295.00
8190	CRESTLINE ENGINEERS INC.	2051	20013 - DAVIS AVENUE - WETLA	05/01/20	711.50
8190	CRESTLINE ENGINEERS INC.	2060	19038 PUBLIC WORKS - PARK ST	05/01/20	5,541.00
8190	CRESTLINE ENGINEERS INC.	2061	19053 CITY OF MCCALL IT - BURI	05/01/20	9,829.75
8190	CRESTLINE ENGINEERS INC.	2073	20013 - DAVIS AVENUE - WETLA	05/01/20	42.50
8190	CRESTLINE ENGINEERS INC.	2075	19008 CITY OF MCCALL PUBLIC	05/01/20	398.50
8190	CRESTLINE ENGINEERS INC.	2076	19038 PUBLIC WORKS - PARK ST	05/01/20	5,400.00
Total CRESTLINE ENGINEERS INC.:					37,185.75

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
DELL MARKETING L.P.					
8840	DELL MARKETING L.P.	10390171433	Laptop for new Water Systems Man	05/01/20	2,126.91
Total DELL MARKETING L.P.:					2,126.91
DELTA DENTAL PLAN OF IDAHO					
8860	DELTA DENTAL PLAN OF IDAHO	202004	PREMIUMS - #2667-0000	05/01/20	2,755.91
8860	DELTA DENTAL PLAN OF IDAHO	202004-COBR	PREMIUMS - #2667-0000/COBRA	05/01/20	63.00
8860	DELTA DENTAL PLAN OF IDAHO	202005	PREMIUMS - #2667-0000	05/01/20	2,818.91
Total DELTA DENTAL PLAN OF IDAHO:					5,637.82
FERGUSON ENTERPRISES #3007					
26140	FERGUSON ENTERPRISES #30	8171979	CULVERT PIPE FOR DE-WATERI	04/20/20	507.35
26140	FERGUSON ENTERPRISES #30	8174865	HDPE PIPE	04/22/20	532.00
26140	FERGUSON ENTERPRISES #30	8188604	AUTO FEED WOOD BOR BIT	05/01/20	113.18
Total FERGUSON ENTERPRISES #3007:					1,152.53
FERGUSON WATERWORKS					
10750	FERGUSON WATERWORKS	743810	REPLACEMENT MATERIALS	04/30/20	481.59
Total FERGUSON WATERWORKS:					481.59
FRANZ WITTE - McCALL LLC					
11312	FRANZ WITTE - McCALL LLC	220000012899	GLACIER GOLD POTTING SOLD	05/08/20	78.00
Total FRANZ WITTE - McCALL LLC:					78.00
GEM STATE PAPER & SUPPLY					
11940	GEM STATE PAPER & SUPPLY	3017385	BATH TISSUE, FACIAL TISSUE	05/01/20	226.30
11940	GEM STATE PAPER & SUPPLY	3019311	BATH TISSUE, WIPER ROLL, GLO	05/01/20	445.36
11940	GEM STATE PAPER & SUPPLY	3019327	SINGLE USE MASK, LYSOLSPRA	04/30/20	331.58
11940	GEM STATE PAPER & SUPPLY	3019493	MULTIFOLD TOWEL	05/01/20	24.08
Total GEM STATE PAPER & SUPPLY:					1,027.32
HEFLIN, DAVID & MARY					
99996	HEFLIN, DAVID & MARY	184903	DBL PAYMENT FOR MARCH	05/13/20	46.74
Total HEFLIN, DAVID & MARY:					46.74
IDAHO ASSOC OF BLDG OFFICIALS					
14740	IDAHO ASSOC OF BLDG OFFICI	5151	IDABO BLDG PROF EDU INST - P	05/01/20	150.00
Total IDAHO ASSOC OF BLDG OFFICIALS:					150.00
IDAHO BUREAU OF OCCUPATIONAL					
14830	IDAHO BUREAU OF OCCUPATI	DWD1-13043 B	CERT. RENEWAL-DWD1-BRINKL	05/01/20	30.00
14830	IDAHO BUREAU OF OCCUPATI	DWT1-10232 B	CERT. RENEWAL-DWT1-BRINKLE	05/01/20	30.00
Total IDAHO BUREAU OF OCCUPATIONAL:					60.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
IDAHO CHILD SUPPORT RECEIPTING					
14860	IDAHO CHILD SUPPORT RECEI	20200508-2	CHILD SUPPORT - #195240	05/08/20	187.38
14860	IDAHO CHILD SUPPORT RECEI	20200508-4	CHILD SUPPORT - #301057	05/08/20	217.28
Total IDAHO CHILD SUPPORT RECEIPTING:					404.66
IDAHO DEPT. OF LABOR					
15020	IDAHO DEPT. OF LABOR	20200331	UNEMPLOYMENT BENEFITS-000	05/01/20	1,624.00
15020	IDAHO DEPT. OF LABOR	20200331	UNEMPLOYMENT BENEFITS-000	05/01/20	107.00
Total IDAHO DEPT. OF LABOR:					1,731.00
IDAHO STATESMAN, THE					
15560	IDAHO STATESMAN, THE	73413003-202	ANNUAL SUBSCRIPTION - CITY	05/01/20	499.20
15560	IDAHO STATESMAN, THE	73413003-202	ANNUAL SUBSCRIPTION - LIBRA	05/01/20	499.20
Total IDAHO STATESMAN, THE:					998.40
III-A TRUST					
15735	III-A TRUST	202004	PREMIUMS - #142-MCCALL	05/01/20	75,124.00
15735	III-A TRUST	202004	VISION PREMIUMS - #142-MCCA	05/01/20	834.00
15735	III-A TRUST	202005	PREMIUMS - #142-MCCALL	05/01/20	77,668.00
15735	III-A TRUST	202005	VISION PREMIUMS - #142-MCCA	05/01/20	856.00
Total III-A TRUST:					154,482.00
JERRY'S AUTO PARTS					
16890	JERRY'S AUTO PARTS	114712	BATTSYS TESTER, WHEEL CHAR	05/06/20	268.99
16890	JERRY'S AUTO PARTS	149941	OIL FILTER, FUEL FILTER	05/01/20	24.63
16890	JERRY'S AUTO PARTS	150432	AXLE SEAL	05/01/20	16.93
16890	JERRY'S AUTO PARTS	152366	EXACT FIT BEAM, VALVE	04/27/20	20.17
16890	JERRY'S AUTO PARTS	152581	MICRO V RIBBED BELT	05/01/20	16.64
16890	JERRY'S AUTO PARTS	153042	BATTERY	05/01/20	94.43
16890	JERRY'S AUTO PARTS	153044	BATTERY	05/01/20	127.86
16890	JERRY'S AUTO PARTS	153158	SPARK PLUG	05/01/20	19.98
16890	JERRY'S AUTO PARTS	153161	SAE 30	05/01/20	3.28
16890	JERRY'S AUTO PARTS	153161	SAE 30	05/01/20	16.40
16890	JERRY'S AUTO PARTS	153497	ATP FLAT PACK FIL KIT	05/04/20	17.11
16890	JERRY'S AUTO PARTS	153590	FUEL FILTER	05/04/20	17.24
16890	JERRY'S AUTO PARTS	153650	INCN SDMRKR LNS	05/05/20	1.48
16890	JERRY'S AUTO PARTS	153688	OIL FILTER, 2OW	05/05/20	21.60
16890	JERRY'S AUTO PARTS	153911	INTERLCKBALL MOUNT, STOP L	05/06/20	35.81
16890	JERRY'S AUTO PARTS	153911	2CYCL TC-W3 GALLON	05/06/20	24.35
16890	JERRY'S AUTO PARTS	154694	REAR MAIN SEAL REPAIR	05/11/20	7.60
16890	JERRY'S AUTO PARTS	154930	GREASE,CONNECTORS	05/12/20	57.51
Total JERRY'S AUTO PARTS:					792.01
KAMAN INDUSTRIAL TECHNOLOGIES					
17180	KAMAN INDUSTRIAL TECHNOL	U276238	12" BELTING	05/01/20	694.80
Total KAMAN INDUSTRIAL TECHNOLOGIES:					694.80

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
KDZY 98.3 FM					
17290	KDZY 98.3 FM	19060213	RADIO SPOTS - CITY COUNCIL M	06/30/19	48.00
17290	KDZY 98.3 FM	19060214	RADIO SPOTS - CITY COUNCIL M	06/30/19	77.00
17290	KDZY 98.3 FM	19070241	RADIO SPOTS - CITY COUNCIL M	07/31/19	48.00
17290	KDZY 98.3 FM	19070242	RADIO SPOTS - CITY COUNCIL M	07/31/19	48.00
17290	KDZY 98.3 FM	19100196	RECRUITMENT ADS	10/31/19	50.00
Total KDZY 98.3 FM:					271.00
KINETICO QUALITY WATER OF McCALL					
17550	KINETICO QUALITY WATER OF	8014	WATER STAND RENTAL, WATER	05/05/20	28.90
Total KINETICO QUALITY WATER OF McCALL:					28.90
LA QUINTA INN - BOISE TOWN SQUARE					
18237	LA QUINTA INN - BOISE TOWN	019-968327	LODGING - JESSEN	03/11/20	192.00
18237	LA QUINTA INN - BOISE TOWN	499-607383	LODGING - LAFAY	03/10/20	288.00
Total LA QUINTA INN - BOISE TOWN SQUARE:					480.00
LAWSON PRODUCTS INC.					
18440	LAWSON PRODUCTS INC.	9307565748	PARTS	05/05/20	387.01
18440	LAWSON PRODUCTS INC.	9307565749	SHOP PARTS	05/05/20	369.56
Total LAWSON PRODUCTS INC.:					756.57
LES SCHWAB TIRE CENTERS					
18700	LES SCHWAB TIRE CENTERS	12500266332	SERVICE UNIT, O-RING	05/01/20	341.26
18700	LES SCHWAB TIRE CENTERS	12500269130	2 REAR TIRES MOUNTED AND B	05/01/20	640.64
Total LES SCHWAB TIRE CENTERS:					981.90
LINDSTROM, MICHAEL					
99996	LINDSTROM, MICHAEL	125004	CREDIT BALANCE ACCT 1.2500.4	05/13/20	786.78
Total LINDSTROM, MICHAEL:					786.78
LOJEK, MARGARET					
19170	LOJEK, MARGARET	20200503	3D PRINTER PART	05/03/20	50.00
Total LOJEK, MARGARET:					50.00
MAY HARDWARE INC.					
20160	MAY HARDWARE INC.	978553	IMPREGNATR SEALER GT, SPON	05/01/20	77.36
20160	MAY HARDWARE INC.	978654	DEGREASER	04/24/20	6.74
20160	MAY HARDWARE INC.	978666	LANDSCAPE 1%VOC, LEVEL, HA	04/24/20	104.33
20160	MAY HARDWARE INC.	978726	JIG BLADE	04/24/20	8.99
20160	MAY HARDWARE INC.	978955	BIKE HOOK	04/27/20	25.14
20160	MAY HARDWARE INC.	979058	CONNECTOR	04/28/20	21.58
20160	MAY HARDWARE INC.	979093	ANGLE, MISC FASTENERS	05/01/20	29.40
20160	MAY HARDWARE INC.	979115	MISC FASTENERS, PIPE ELBOW,	04/29/20	10.61
20160	MAY HARDWARE INC.	979162	PAINT, LYSOL	04/29/20	42.78
20160	MAY HARDWARE INC.	979264	SHOVEL, CULTIVATOR	05/01/20	41.58
20160	MAY HARDWARE INC.	979266	MISC FASTENERS	05/01/20	17.56

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
20160	MAY HARDWARE INC.	979270	GRND WHL 4-1/2X1/8X7/8, 4-1/2X	05/01/20	7.18
20160	MAY HARDWARE INC.	979285	FAUCET CON	05/01/20	19.41
20160	MAY HARDWARE INC.	979313	WELD ROD, GRND WHL 4-1/2X1/	05/01/20	25.17
20160	MAY HARDWARE INC.	979345	SPRAY BOTTLE, MISC FASTENE	05/01/20	20.38
20160	MAY HARDWARE INC.	979359	SPRAY BOTTLE	05/01/20	19.82
20160	MAY HARDWARE INC.	979370	KEYPAD ENTRY LOCK	05/01/20	119.99
20160	MAY HARDWARE INC.	979643	DUCT TAPE, FELT BLANKET, SPR	05/04/20	47.07
20160	MAY HARDWARE INC.	979648	GP ROPE	05/04/20	26.98
20160	MAY HARDWARE INC.	979688	CAR WASH, SUPER GLUE, MISC	05/04/20	26.00
20160	MAY HARDWARE INC.	979743	MISC FASTENERS	05/05/20	2.32
20160	MAY HARDWARE INC.	979756	SEALANT, STEM DLT/GLBAY	05/05/20	15.28
20160	MAY HARDWARE INC.	979775	VALVE 3 WAY	05/05/20	13.49
20160	MAY HARDWARE INC.	979790	STRT VALVE	05/05/20	8.99
20160	MAY HARDWARE INC.	979798	FLARE FITTING CAP	05/05/20	4.04
20160	MAY HARDWARE INC.	979803	PIPE CAP	05/05/20	5.84
20160	MAY HARDWARE INC.	979870	14 & 18 GAL ROUGHNECK TOTE	05/06/20	35.97
20160	MAY HARDWARE INC.	979871	2HAND LAV FAUCET	05/06/20	80.99
20160	MAY HARDWARE INC.	979905	WATER TIGHT BOX	05/06/20	45.87
20160	MAY HARDWARE INC.	979924	WIRE, ELBOW PVC, SCH40 PVC	05/06/20	39.98
20160	MAY HARDWARE INC.	979926	PIPE STRAP	05/06/20	4.49
20160	MAY HARDWARE INC.	980027	MIX CONTAINER, GLASS CLEAN	05/07/20	71.29
20160	MAY HARDWARE INC.	980054	SPRAY BOTTLE	05/07/20	10.04
20160	MAY HARDWARE INC.	980073	MULTI PURPOSE WIPES	05/07/20	57.56
20160	MAY HARDWARE INC.	980084	GRIPNGRAB	05/07/20	62.07
20160	MAY HARDWARE INC.	980110	LEVEL HD WIRE SHELVING	05/07/20	359.97
20160	MAY HARDWARE INC.	980122	BALL VALVE	05/07/20	15.29
20160	MAY HARDWARE INC.	980208	DRILL BIT, MASONRY SCW	05/08/20	10.42
20160	MAY HARDWARE INC.	980210	C+K INT PP1 SG NEUT GL	05/08/20	32.39
20160	MAY HARDWARE INC.	980286	SAND DISCS	05/08/20	25.16
20160	MAY HARDWARE INC.	980453	STIHL AUTOCUT	05/11/20	32.95
20160	MAY HARDWARE INC.	980455	REPL HEAD, PRO TRIM LINE	05/11/20	52.94
20160	MAY HARDWARE INC.	980474	LIGHTER, MISC OTHER VENDOR	05/11/20	5.84
20160	MAY HARDWARE INC.	980534	BALL VALVE	05/11/20	15.29
20160	MAY HARDWARE INC.	980582	SYNTH	05/12/20	29.70
20160	MAY HARDWARE INC.	980607	ZINC SAFTEY HASP	05/12/20	4.04
Total MAY HARDWARE INC.:					1,740.28
McCALL DELIVERY SERVICE					
20462	McCALL DELIVERY SERVICE	2020-0265	STARTER DELIVERY	05/01/20	30.00
20462	McCALL DELIVERY SERVICE	2020-0285	4 BOXES FROM METROQUIP	05/04/20	65.00
Total McCALL DELIVERY SERVICE:					95.00
McCALL FIGURE SKATING CLUB INC.					
20490	McCALL FIGURE SKATING CLU	20-19	LOT DISB. - SCHOLARSHIPS	05/01/20	2,310.00
20490	McCALL FIGURE SKATING CLU	20-39	LOT DISB. - ICE TIME	05/01/20	5,000.00
Total McCALL FIGURE SKATING CLUB INC.:					7,310.00
MCCALL ICE SKATING ASSOCIATION					
20550	MCCALL ICE SKATING ASSOCIA	20-20	LOT DISB. - HOCKEY EQUIPMEN	05/01/20	3,000.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total MCCALL ICE SKATING ASSOCIATION:					3,000.00
McCALL NORDIC SKI CLUB INC.					
20865	McCALL NORDIC SKI CLUB INC.	20-38	LOT DISB. - NORDIC RACES	05/01/20	7,950.00
20865	McCALL NORDIC SKI CLUB INC.	20-41	LOT DISB. - YOUTH SKI FESTIVA	05/01/20	7,200.00
Total McCALL NORDIC SKI CLUB INC.:					15,150.00
MCCALL REHABILITATION AND CARE CENTER					
20703	MCCALL REHABILITATION AND	20-43	LOT DISB. - DOG PARK	05/01/20	8,795.00
Total MCCALL REHABILITATION AND CARE CENTER:					8,795.00
McCALL WINTER SPORTS CLUB					
20847	McCALL WINTER SPORTS CLU	20-27	LOT DISB. - HIDDEN VALLEY HO	05/01/20	3,350.00
20847	McCALL WINTER SPORTS CLU	20-28	LOT DISB. - CHRIS BODILY MEM	05/01/20	1,850.00
Total McCALL WINTER SPORTS CLUB:					5,200.00
MCCALL, CITY OF					
6960	MCCALL, CITY OF	0520-152751	WATER	05/13/20	24.63
6960	MCCALL, CITY OF	0520-182601	WATER	05/13/20	168.06
Total MCCALL, CITY OF:					192.69
METROQUIP INC.					
21220	METROQUIP INC.	P03819	32" POLY WAFER	05/05/20	492.00
21220	METROQUIP INC.	P03819	32"POLY WAFER CONV	05/05/20	372.00
Total METROQUIP INC.:					864.00
NCPERS GROUP LIFE INS					
22580	NCPERS GROUP LIFE INS	C440420	PREMIUMS - C44000000000	05/01/20	16.00
22580	NCPERS GROUP LIFE INS	C44-0520	PREMIUMS - C44000000000	05/01/20	16.00
Total NCPERS GROUP LIFE INS:					32.00
NORCO INC.					
22940	NORCO INC.	29108130	SOLID WIRE	04/23/20	30.03
Total NORCO INC.:					30.03
NORTHERN TOOL & EQUIPMENT CO.					
23060	NORTHERN TOOL & EQUIPMEN	44757295	NORTRAC HARROW RAKE 4	05/01/20	169.99
Total NORTHERN TOOL & EQUIPMENT CO.:					169.99
NORTHWEST EQUIPMENT SALES INC.					
23102	NORTHWEST EQUIPMENT SAL	273783BP	GASKET, SEALING RING, O RING	05/01/20	79.37
Total NORTHWEST EQUIPMENT SALES INC.:					79.37

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
NUESYNERGY INC.					
23265	NUESYNERGY INC.	750	HRA/FSA ADMIN FEES	05/07/20	360.00
23265	NUESYNERGY INC.	750	COBRA ADMIN FEES	05/07/20	75.00
Total NUESYNERGY INC.:					435.00
OFFICE SAVERS ONLINE					
22363	OFFICE SAVERS ONLINE	2340	PAPER, CATALOG ENVELOPES,	05/01/20	163.57
22363	OFFICE SAVERS ONLINE	2340	COLLAPSIBLE LETTER FILES, C	05/01/20	63.00
22363	OFFICE SAVERS ONLINE	2340	FOLDER DIVIDERS, LAMINATOR	05/01/20	147.65
22363	OFFICE SAVERS ONLINE	2340	PASSWORD JOURNAL, CHAIR M	05/01/20	50.92
Total OFFICE SAVERS ONLINE:					425.14
OHIO NATIONAL LIFE INSURANCE					
23400	OHIO NATIONAL LIFE INSURAN	87822120	PREMIUMS - SS0004892	05/01/20	21.47
23400	OHIO NATIONAL LIFE INSURAN	87822131	PREMIUMS - SS0004892	05/01/20	21.47
Total OHIO NATIONAL LIFE INSURANCE:					42.94
OREGON DEPT. OF JUSTICE					
23603	OREGON DEPT. OF JUSTICE	20200508-5	CASE ID - 410000000121812	05/08/20	252.00
Total OREGON DEPT. OF JUSTICE:					252.00
PAT'S GLASS & OVERHEAD DOOR					
24020	PAT'S GLASS & OVERHEAD DO	520.16	PLEXI GLASS	05/08/20	708.00
Total PAT'S GLASS & OVERHEAD DOOR:					708.00
PAYETTE LAKES SKI CLUB					
24130	PAYETTE LAKES SKI CLUB	20-06	LOT DISB. - TRAIL GROOMING	05/01/20	10,000.00
Total PAYETTE LAKES SKI CLUB:					10,000.00
PDM DIVING LLC					
23750	PDM DIVING LLC	1497	Service Clear Water screen and ins	05/03/20	550.00
Total PDM DIVING LLC:					550.00
PETE MORRIS SOLUTIONS					
24339	PETE MORRIS SOLUTIONS	MCCALL-0001	Relocate Irrigation computer into ne	05/06/20	760.00
Total PETE MORRIS SOLUTIONS:					760.00
PITNEY BOWES					
24460	PITNEY BOWES	3311120938	LEASING - DIGITAL MAILING SYS	04/29/20	307.83
Total PITNEY BOWES:					307.83
R & R PRODUCTS INC.					
25320	R & R PRODUCTS INC.	CD2438348	SPACER MOWER MOUNTING AS	05/01/20	93.16
25320	R & R PRODUCTS INC.	CD2442003	BRACKET, SPRING LH HD, RAKE	05/06/20	187.58

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total R & R PRODUCTS INC.:					280.74
RICOH AMERICAS CORP.					
25770	RICOH AMERICAS CORP.	5059421645	ADDITIONAL IMAGES - 04-28-202	04/26/20	115.53
25770	RICOH AMERICAS CORP.	5059421647	ADDITIONAL IMAGES - 04-28-202	04/26/20	61.73
25770	RICOH AMERICAS CORP.	5059475870-W	RICOH MPC2004EX ADDITIONAL	05/01/20	11.97
25770	RICOH AMERICAS CORP.	9028311093-L	RICOH PERIODIC PAYMENT 5/01/	05/02/20	98.12
25770	RICOH AMERICAS CORP.	9028311093-L	ADDITIONAL IMAGES	05/02/20	41.90
Total RICOH AMERICAS CORP.:					329.25
ROADWISE INC.					
26055	ROADWISE INC.	82576	DUST ABATEMENT	05/01/20	5,703.66
26055	ROADWISE INC.	82577	DUST ABATEMENT	05/01/20	5,585.15
Total ROADWISE INC.:					11,288.81
ROCKY MOUNTAIN SIGNS & APPAREL					
26280	ROCKY MOUNTAIN SIGNS & AP	18919	BANNER STAND WITH BANNERS	02/19/20	298.00
26280	ROCKY MOUNTAIN SIGNS & AP	19129	E. LAKE MERCHANT BIKE PATH	05/01/20	1,164.00
26280	ROCKY MOUNTAIN SIGNS & AP	19130	CIVIC SIGNS	05/01/20	2,283.00
26280	ROCKY MOUNTAIN SIGNS & AP	19131	EAST LAKE MERCHANT SIGN AT	05/01/20	3,085.00
26280	ROCKY MOUNTAIN SIGNS & AP	19147	COVID SIGNS	05/01/20	140.00
26280	ROCKY MOUNTAIN SIGNS & AP	19149	COVID SIGNS	05/01/20	420.00
26280	ROCKY MOUNTAIN SIGNS & AP	19154	COVID SIGNS	05/01/20	135.00
Total ROCKY MOUNTAIN SIGNS & APPAREL:					7,525.00
ROOFING CO. LLC, THE					
26470	ROOFING CO. LLC, THE	20200513	ROOF REPLACEMENT AT THE C	05/13/20	5,622.00
Total ROOFING CO. LLC, THE:					5,622.00
SHADOW TRACKERS					
27504	SHADOW TRACKERS	RDK190873	BACKGROUND CHECK	05/01/20	54.00
27504	SHADOW TRACKERS	RDK190873	BACKGROUND CHECK	05/01/20	100.00
Total SHADOW TRACKERS:					154.00
SHERWIN-WILLIAMS CO., THE					
27655	SHERWIN-WILLIAMS CO., THE	2652-4	PAINT	04/24/20	353.18
Total SHERWIN-WILLIAMS CO., THE:					353.18
SHRED-IT USA - BOISE					
27890	SHRED-IT USA - BOISE	8129729555	SHREDDING	05/07/20	140.38
27890	SHRED-IT USA - BOISE	8129729555	SHREDDING	05/07/20	65.91
Total SHRED-IT USA - BOISE:					206.29
SIMPLOT PARTNERS					
28080	SIMPLOT PARTNERS	216047384	Headway DG fungicide	05/01/20	1,725.00
28080	SIMPLOT PARTNERS	216047594	Early order program marking paint	05/08/20	270.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
28080	SIMPLOT PARTNERS	216047594	Early order program Fertilizer for Gr	05/08/20	957.00
28080	SIMPLOT PARTNERS	216047594	Early order program Wetting Agent	05/08/20	557.00
28080	SIMPLOT PARTNERS	216047594	Early order program Biological Prod	05/08/20	1,056.00
Total SIMPLOT PARTNERS:					4,565.00
SINCLAIR OIL CORP					
28110	SINCLAIR OIL CORP	65233042-PR	FUEL	05/01/20	47.55
Total SINCLAIR OIL CORP:					47.55
STAR 95.5 FM McCALL					
28960	STAR 95.5 FM McCALL	19060239	RADIO SPOTS - CITY COUNCIL M	06/30/19	48.00
28960	STAR 95.5 FM McCALL	19060240	RADIO SPOTS - CITY COUNCIL M	06/30/19	77.00
28960	STAR 95.5 FM McCALL	19070272	RADIO SPOTS - CITY COUNCIL M	07/31/19	48.00
28960	STAR 95.5 FM McCALL	19070273	RADIO SPOTS - CITY COUNCIL M	07/31/19	48.00
28960	STAR 95.5 FM McCALL	19090243	RADIO SPOTS - LIBRARY EXPAN	09/30/19	50.00
28960	STAR 95.5 FM McCALL	19100236	RECRUITMENT ADS	10/31/19	50.00
Total STAR 95.5 FM McCALL:					321.00
STAR NEWS, THE					
28980	STAR NEWS, THE	54885	LEGAL AD - P & Z HEARING MAY	05/01/20	148.20
28980	STAR NEWS, THE	54894	DISPLAY AD - LIBRARY BOND - A	04/23/20	660.00
28980	STAR NEWS, THE	54901	DISPLAY AD - LIBRARY BOND - A	04/30/20	330.00
28980	STAR NEWS, THE	54905	LEGAL AD - ORDINANCE #987-AP	04/30/20	148.20
28980	STAR NEWS, THE	54906	LEGAL AD - ORDINANCE #988-AP	04/30/20	270.18
28980	STAR NEWS, THE	54907	LEGAL AD - ORDINANCE #989-AP	04/30/20	79.80
28980	STAR NEWS, THE	54908	LEGAL AD - P & Z HEARING MAY	05/01/20	140.22
28980	STAR NEWS, THE	54909	LEGAL AD - P & Z HEARING MAY	05/01/20	50.16
28980	STAR NEWS, THE	54988	LEGAL AD - P & Z HEARING JUN	05/14/20	51.30
Total STAR NEWS, THE:					1,878.06
TAYLOR BROS. FIRE & SAFETY-IDAHO					
29770	TAYLOR BROS. FIRE & SAFETY-	6854062	ANNUAL FIRE EXT MAINT., CHEM	05/05/20	239.92
Total TAYLOR BROS. FIRE & SAFETY-IDAHO:					239.92
TREASURE VALLEY COFFEE INC.					
30580	TREASURE VALLEY COFFEE IN	2160:06013820	SUGAR, COFFEE	05/05/20	132.80
30580	TREASURE VALLEY COFFEE IN	2160:06708099	COFFEE	05/05/20	66.65
Total TREASURE VALLEY COFFEE INC.:					199.45
TURF EQUIPMENT & IRRIGATION					
30880	TURF EQUIPMENT & IRRIGATIO	445466-00	Standard / Par Aide early order	05/01/20	1,229.85
30880	TURF EQUIPMENT & IRRIGATIO	446570-00	AIR FILTER, BEDKNIFE, PIN GRO	05/01/20	1,113.81
30880	TURF EQUIPMENT & IRRIGATIO	446980-00	BEDKNIFE, SCREW, OIL FILTER	05/01/20	318.57
30880	TURF EQUIPMENT & IRRIGATIO	447086-00	AIR FILTER, BEDKNIFE, PIN GRO	05/05/20	1,119.73-
Total TURF EQUIPMENT & IRRIGATION:					1,542.50

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
TURF SOLUTIONS					
12425	TURF SOLUTIONS	2378	Aerification Tines	05/01/20	658.73
12425	TURF SOLUTIONS	2394	3/4 Vertidrain tines	05/07/20	546.79
Total TURF SOLUTIONS:					1,205.52
U.S. BANK - CARD SERVICES					
31020	U.S. BANK - CARD SERVICES	202004-ARRA	ALAMO RENT A CAR	05/01/20	355.85-
31020	U.S. BANK - CARD SERVICES	202004-BATES	UPS	05/01/20	10.72
31020	U.S. BANK - CARD SERVICES	202004-BATES	CAR WASH	05/01/20	14.00
31020	U.S. BANK - CARD SERVICES	202004-BORK	FRIEND OF HORTICULTURE ME	05/01/20	75.00
31020	U.S. BANK - CARD SERVICES	202004-BORK	BIKE REPAIRS	05/01/20	34.48
31020	U.S. BANK - CARD SERVICES	202004-BORK	CHILD NUTRITION COURSE	05/01/20	39.00
31020	U.S. BANK - CARD SERVICES	202004-BORK	POSTAGE FUEL REPORT	05/01/20	1.80
31020	U.S. BANK - CARD SERVICES	202004-BORK	EASTER HUNT WINNER	05/01/20	35.00
31020	U.S. BANK - CARD SERVICES	202004-BORK	LODGING - irrigation training	05/01/20	301.71
31020	U.S. BANK - CARD SERVICES	202004-CURTI	AnNUAL SERVICE AGREEMENT	04/27/20	2,725.00
31020	U.S. BANK - CARD SERVICES	202004-GEST	CAR WASH	05/01/20	8.00
31020	U.S. BANK - CARD SERVICES	202004-GEST	UPS - RADIO PROGRAM COMPU	05/01/20	12.85
31020	U.S. BANK - CARD SERVICES	202004-GROE	IDAHO ECONOM CANCELLATION	05/01/20	175.00-
31020	U.S. BANK - CARD SERVICES	202004-GROE	ESRI	05/01/20	125.00
31020	U.S. BANK - CARD SERVICES	202004-GROE	AMZN MKTP	05/01/20	42.39
31020	U.S. BANK - CARD SERVICES	202004-GROE	HARD HAT, SHELL	05/01/20	48.84
31020	U.S. BANK - CARD SERVICES	202004-GROE	OTTERBOX	05/01/20	22.66
31020	U.S. BANK - CARD SERVICES	202004-JOHN	WE'RE HIRING CAMPAIGNS FAC	05/01/20	88.13
31020	U.S. BANK - CARD SERVICES	202004-JOHN	CAR WASH	05/01/20	7.00
31020	U.S. BANK - CARD SERVICES	202004-JOVAN	LAPTOP SPEAKERS	05/01/20	39.00
31020	U.S. BANK - CARD SERVICES	202004-KIMME	CAR WASH	05/01/20	7.00
31020	U.S. BANK - CARD SERVICES	202004-KIMME	SLING FOR AR	05/01/20	58.64
31020	U.S. BANK - CARD SERVICES	202004-KOLA	POSTAGE - EVENT#73439	05/01/20	7.10
31020	U.S. BANK - CARD SERVICES	202004-LOJEK	POSTAGE - FARWARDING LIBRA	05/01/20	1.05
31020	U.S. BANK - CARD SERVICES	202004-LOJEK	MEMBERSHIP - IDAHO LIBRARY	05/01/20	60.00
31020	U.S. BANK - CARD SERVICES	202004-LOJEK	ZOOM MONTHLY	05/01/20	14.99
31020	U.S. BANK - CARD SERVICES	202004-LOJEK	BARN OWL BOOKS	05/01/20	68.05
31020	U.S. BANK - CARD SERVICES	202004-LOJEK	SPARKLIGHT	05/01/20	340.00
31020	U.S. BANK - CARD SERVICES	202004-MALVI	BLEACH GERMICIDAL WIPES	05/01/20	274.13
31020	U.S. BANK - CARD SERVICES	202004-MALVI	BLEACH	05/01/20	190.61
31020	U.S. BANK - CARD SERVICES	202004-MALVI	LOTH BLEACH WIPE	05/01/20	183.80
31020	U.S. BANK - CARD SERVICES	202004-MALVI	PUREGEAR 4FT USB	05/01/20	42.78
31020	U.S. BANK - CARD SERVICES	202004-MALVI	COTTON MASK	05/01/20	838.00
31020	U.S. BANK - CARD SERVICES	202004-MALVI	NITRILE GLOVES, FULL FACE SH	05/01/20	139.80
31020	U.S. BANK - CARD SERVICES	202004-MALVI	IHEALTH THERMOMETER	05/01/20	539.80
31020	U.S. BANK - CARD SERVICES	202004-MALVI	NITRILE GLOVES, DISPOSABLE	05/01/20	1,061.99
31020	U.S. BANK - CARD SERVICES	202004-MALVI	CLTH FACE MASKS	05/01/20	900.00
31020	U.S. BANK - CARD SERVICES	202004-MALVI	RESPIRATOR N95	05/01/20	145.87
31020	U.S. BANK - CARD SERVICES	202004-MALVI	PARTICULATE DISPOSABLE N95	05/01/20	276.59
31020	U.S. BANK - CARD SERVICES	202004-MALVI	CAVIWIPES	05/01/20	276.94
31020	U.S. BANK - CARD SERVICES	202004-MALVI	TYVEK COVERALL W/HD	05/01/20	290.47
31020	U.S. BANK - CARD SERVICES	202004-MCCO	TLC Products, Inc Early order Pond	05/01/20	640.00
31020	U.S. BANK - CARD SERVICES	202004-MCCO	INTERNET	05/01/20	93.94
31020	U.S. BANK - CARD SERVICES	202004-MCCO	HITCH	05/01/20	230.47
31020	U.S. BANK - CARD SERVICES	202004-MCCO	SUNWIN FUEL SHUTOFF SOLEN	05/01/20	36.34
31020	U.S. BANK - CARD SERVICES	202004-PALME	CAR WASH	05/01/20	7.00
31020	U.S. BANK - CARD SERVICES	202004-RYSK	POSTAGE - 20-00106, 20-00093	05/01/20	12.15

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
31020	U.S. BANK - CARD SERVICES	202004-RYSK	BLANK FACE PLATES, UTILITY B	05/01/20	93.50
31020	U.S. BANK - CARD SERVICES	202004-STEW	LICENSE RENEWAL - BOARD OF	05/01/20	156.50
31020	U.S. BANK - CARD SERVICES	202004-WEAV	LODGING - irrigation training	05/01/20	154.81
31020	U.S. BANK - CARD SERVICES	202004-WEAV	BRACKET PD202	05/01/20	100.63
31020	U.S. BANK - CARD SERVICES	202004-WEAV	SMARTDESK 2	05/01/20	444.00
31020	U.S. BANK - CARD SERVICES	202004-WHEA	DUMP	05/01/20	7.00
31020	U.S. BANK - CARD SERVICES	202004-WILLIA	LODGING - TACOPS CANCELLAT	05/01/20	201.82-
31020	U.S. BANK - CARD SERVICES	202004-WILLIA	FLIGHT - FBI LEEDA CANCELLATI	05/01/20	232.90-
31020	U.S. BANK - CARD SERVICES	202004-WOLF	BIKE TUBE	05/01/20	79.92
Total U.S. BANK - CARD SERVICES:					10,438.88
VALLEY COUNTY					
31640	VALLEY COUNTY	2020-JUNE	PD FACILITY LEASE	05/12/20	2,700.00
Total VALLEY COUNTY:					2,700.00
VERIZON WIRELESS					
32020	VERIZON WIRELESS	9853385959	CELLULAR PHONE SERVICE - P	05/01/20	830.38
Total VERIZON WIRELESS:					830.38
VIKING INDUSTRIAL SYSTEMS					
32068	VIKING INDUSTRIAL SYSTEMS	3118	PRESSURE WASHING TRAILER	05/01/20	12,954.22
Total VIKING INDUSTRIAL SYSTEMS:					12,954.22
WELLS FARGO EQUIPMENT FINANCE					
32560	WELLS FARGO EQUIPMENT FIN	5010199728-P	XEROX C7025 #6030192296000	05/01/20	211.90
32560	WELLS FARGO EQUIPMENT FIN	5010228006-P	XEROX C405 #603-0173151 05/27	05/03/20	56.02
32560	WELLS FARGO EQUIPMENT FIN	5010228006-P	XEROX C405 #603-0173151 05/27	05/03/20	56.01
32560	WELLS FARGO EQUIPMENT FIN	5010228007-P	XEROX C8045 #603-0173257-000	05/03/20	458.55
32560	WELLS FARGO EQUIPMENT FIN	5010294704-FI	XEROX C8045 #603-0214726-000	05/07/20	170.25
Total WELLS FARGO EQUIPMENT FINANCE:					952.73
WESTERN STATES EQUIPMENT CO.					
32820	WESTERN STATES EQUIPMENT	IN001285703	TROUBLE SHOOT - FAULT CODE	05/01/20	154.50
32820	WESTERN STATES EQUIPMENT	IN001293693	TROUBLE SHOOT - STARTING S	05/01/20	154.50
32820	WESTERN STATES EQUIPMENT	IN001300190	NUT HEX	05/08/20	6.20
Total WESTERN STATES EQUIPMENT CO.:					315.20
WHPacific Inc					
32978	WHPacific Inc	161993-FINAL	MCCALL AIRPORT TAXIWAY A CM	04/25/20	4,000.00
Total WHPacific Inc:					4,000.00
WIENHOFF DRUG TESTING					
33040	WIENHOFF DRUG TESTING	90796	RANDOM TESTING	05/01/20	35.00
Total WIENHOFF DRUG TESTING:					35.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
WILLAMETTE DENTAL INSURANCE					
33095	WILLAMETTE DENTAL INSURA	202004	PREMIUMS - GROUP #Z1759 - ID	05/01/20	2,787.70
33095	WILLAMETTE DENTAL INSURA	202004-COBR	PREMIUMS-GROUP #Z1759-ID51/	05/01/20	87.40
33095	WILLAMETTE DENTAL INSURA	202005	PREMIUMS - GROUP #Z1759 - ID	05/01/20	2,830.95
33095	WILLAMETTE DENTAL INSURA	202005-COBR	PREMIUMS-GROUP #Z1759-ID51/	05/01/20	87.40
Total WILLAMETTE DENTAL INSURANCE:					5,793.45
ZIPLY FIBER					
11500	ZIPLY FIBER	0520-0058	ETHERNET	05/05/20	975.00
11500	ZIPLY FIBER	0520-2144	PHONE SERVICE - POLICE DEPT.	05/07/20	28.92
11500	ZIPLY FIBER	0520-7142	PHONE SERVICE - CITY HALL	05/07/20	118.12
Total ZIPLY FIBER:					1,122.04
Grand Totals:					347,236.50

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
A-1 HEATING & AIR CONDITIONING					
1145	A-1 HEATING & AIR CONDITIONI	428841	MVP FULL SYSTEM MAINTENAN	05/01/20	175.00
1145	A-1 HEATING & AIR CONDITIONI	428944	MEDIA FILTER	05/07/20	114.75
Total A-1 HEATING & AIR CONDITIONING:					289.75
ADAMS, STEPHENI					
99996	ADAMS, STEPHENI	20200505	BOOK 199145 (FROGGY)	05/05/20	25.99
Total ADAMS, STEPHENI:					25.99
AMAZON.COM					
2320	AMAZON.COM	467386474438	BOOKS	03/21/20	42.39
2320	AMAZON.COM	566468866694	CLOROX	03/07/20	10.13
2320	AMAZON.COM	758456658449	BOOKS	03/10/20	91.84
Total AMAZON.COM:					144.36
IDAHO STATESMAN, THE					
15560	IDAHO STATESMAN, THE	73413003-202	ANNUAL SUBSCRIPTION - LIBRA	05/01/20	499.20
Total IDAHO STATESMAN, THE:					499.20
LOJEK, MARGARET					
19170	LOJEK, MARGARET	20200503	3D PRINTER PART	05/03/20	50.00
Total LOJEK, MARGARET:					50.00
RICOH AMERICAS CORP.					
25770	RICOH AMERICAS CORP.	9028311093-L	RICOH PERIODIC PAYMENT 5/01/	05/02/20	98.12
25770	RICOH AMERICAS CORP.	9028311093-L	ADDITIONAL IMAGES	05/02/20	41.90
Total RICOH AMERICAS CORP.:					140.02
STAR NEWS, THE					
28980	STAR NEWS, THE	54894	DISPLAY AD - LIBRARY BOND - A	04/23/20	660.00
28980	STAR NEWS, THE	54901	DISPLAY AD - LIBRARY BOND - A	04/30/20	330.00
Total STAR NEWS, THE:					990.00
U.S. BANK - CARD SERVICES					
31020	U.S. BANK - CARD SERVICES	202004-LOJEK	POSTAGE - FARWARDING LIBRA	05/01/20	1.05
31020	U.S. BANK - CARD SERVICES	202004-LOJEK	MEMBERSHIP - IDAHO LIBRARY	05/01/20	60.00
31020	U.S. BANK - CARD SERVICES	202004-LOJEK	ZOOM MONTHLY	05/01/20	14.99
31020	U.S. BANK - CARD SERVICES	202004-LOJEK	BARN OWL BOOKS	05/01/20	68.05
Total U.S. BANK - CARD SERVICES:					144.09
Grand Totals:					2,283.41

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 20-141
Meeting Date May 21, 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		
	Parks and Recreation		
COST IMPACT:			
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, but licenses are still being processed. Please see the attached Clerk Report for the last two weeks.

RECOMMENDED ACTION:

Council review the License report.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

City Clerk's License Report

Council Meeting: May 21, 2020

Business License Activity

Business Name	Type of Business	Address	New	Close	Transfr	BL#	Issued
Big Springs Construction	General Contractor	1896 E Golden Oak, Meridian	X			2245	5/11/2020
Jason Price STR	Short Term Vacation Rental	904 Davis Ave	X			2246	5/11/2020
Lehrer Family Development	General Contractor & Snow Removal	2735 S Pine Dr, New Meadows	X			1707	5/11/2020

Alcohol License Activity

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

Catering Permit Activity

Name of Licensee	Event	Location of Event	Day & Date of Event	Time of Event	Revenue
No Activity					

Outdoor Public Events/Vendor Permit Activity

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

Peddler Permit Activity

Applicant	Company Represented	Product Sold	Date(s) Permitted	Permit #	Fees Collected
No Activity					

Snow Removal Operator Permit Activity

Business Name	Owner	Address	BL#	Decal Permit Numbers Issued	Denied	Date
No Activity						

City Clerk's License Report

Taxi & Commercial Transportation Driver License Activity

Business Name	Driver Name	Address	BL#	City Taxi License#	Denied	Date Approved	License Expires
No Activity							

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 20-157
Meeting Date May 21, 2020

AGENDA ITEM INFORMATION

SUBJECT: <i>Treasurer's Monthly 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 April 2020 regarding care, management or disposition of moneys, property or business of the City.

The April 2020 Report is attached.

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 May 14, 2020



Reporting Period: April 2020

Our Investments and Cash...

Balances as of April 2020

General Fund – Cash & Investments

April 2020	\$ 7,056,902
April 2019	\$ 5,845,099
Unavailable Cash Reserves	\$ 1,580,330
Restricted Cash - Franchise Fees	\$ 1,088,726
Available Cash	\$ 4,387,847

Streets Fund - Cash & Investments

April 2020	\$ 1,540,112
April 2019	\$ 1,431,120
Unavailable Cash Reserves	\$ 449,914
Available Cash	\$ 1,090,198

Library Fund - Cash & Investments

April 2020	\$ 702,110
April 2019	\$ 638,856
Unavailable Cash Reserves	\$ 111,254
Restricted Cash - Bldg Fund	\$ 515,581
Available Cash	\$ 75,275

Recreation Fund - Cash & Investments

April 2020	\$ 480,405
April 2019	\$ 251,919
Unavailable Cash Reserves	\$ 236,870
Available Cash	\$ 243,535

Airport Fund - Cash & Investments

April 2020	\$ 572,074
April 2019	\$ 143,755
Unavailable Cash Reserves	\$ 75,387
Available Cash	\$ 496,687

Capital Projects Fund-Cash & Investments

April 2020	\$ (4,643)
April 2019	\$ (7,567)

Local Option Tax - Cash & Investments

April 2020	\$ 990,718
April 2019	\$ 3,030,774
Available Cash	\$ (2,040,056)

Major Fund Cash Flows...

<u>General Fund Revenues and Expense</u>	<u>As % of Budget</u>	<u>As % of FY15-FY19 Avg. Actual</u>
Fiscal Year 2020 Budget		
Fiscal Year 2020 Budget	\$ 10,697,888	
Revenues to Date	\$ 4,395,604	41.09%
Expenditures to Date	\$ 4,337,432	40.54%
Revenues over Expenditures	\$ 58,172	
<u>Street Fund Revenues and Expenditures</u>		
Fiscal Year 2020 Budget	\$ 3,676,555	
Revenues to Date	\$ 1,332,716	36.25%
Expenditures to Date	\$ 1,208,370	32.87%
Revenues over Expenditures	\$ 124,345	
<u>Library Fund Revenues and Expenditures</u>		
Fiscal Year 2020 Budget	\$ 1,343,147	
Revenues to Date	\$ 319,929	23.82%
Expenditures to Date	\$ 388,405	28.92%
Revenues over Expenditures	\$ (68,476)	
<u>Recreation Fund Revenues and Expenditures</u>		
Fiscal Year 2020 Budget	\$ 2,278,816	
Revenues to Date	\$ 766,250	33.62%
Expenditures to Date	\$ 724,997	31.81%
Revenues over Expenditures	\$ 41,253	
<u>Airport Fund Revenues and Expenditures</u>		
Fiscal Year 2020 Budget	\$ 11,832,250	
Revenues to Date	\$ 262,147	2.22%
Expenditures to Date	\$ 552,456	4.67%
Revenues over Expenditures	\$ (290,309)	
<u>Local Option Tax - Streets Fund Revenues and Expenditures</u>		
Fiscal Year 2020 Budget	\$ 4,548,572	
Revenues to Date	\$ 1,380,391	30.35%
Expenditures to Date	\$ 1,975,296	43.43%
Revenues over Expenditures	\$ (594,905)	
<u>Water Fund Revenues and Expenditures</u>		
Fiscal Year 2020 Budget	\$ 3,437,576	
Revenues to Date	\$ 1,853,908	53.93%
Expenditures to Date	\$ 1,219,517	35.48%
Revenues over Expenditures	\$ 634,390	

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



Reporting Period: April 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	\$ 4,047,660	64.34%	75.60%
<u>State Shared Revenue Collection</u>			
Fiscal Year 2020 Budget	\$ 1,035,899		
Revenues to Date	\$ 511,871	49.41%	57.59%
<u>Building Permit Revenue Collection</u>			
Fiscal Year 2020 Budget	\$ 235,000		
Revenues to Date	\$ 225,502	95.96%	82.10%
<u>Local Option Tax - Tourism Revenue Collection</u>			
Fiscal Year 2020 Budget	\$ 712,249		
Revenues to Date	\$ 337,077	47.33%	96.84%
<u>Local Option Tax - Streets Revenue Collection*</u>			
Fiscal Year 2020 Budget	\$ 2,113,000		
Revenues to Date	\$ 1,098,652	51.99%	81.32%

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

Our Investments and Cash... cont'd

Balances as of April 2020

<u>Golf Fund - Cash & Investments</u>	
April 2020	\$ 17,110
April 2019	\$ (206,716)
Unavailable Cash Reserves	\$ 205,110
Available Cash	\$ (188,000)
<u>Water Fund - Cash & Investments</u>	
April 2020	\$ 4,186,850
April 2019	\$ 4,039,378
Unavailable Cash Reserves	\$ 515,500
Restricted Cash - DEQ Loan Reserve	\$ 389,211
Available Cash	\$ 3,282,139

McCall Redevelopment Agency...

		As % of Budget	As % of FY15- FY19 Avg.		
<u>MRA Fund Revenues and Expenditures</u>				<u>Urban Renewal Fund-Cash & Investments</u>	
Fiscal Year 2020 Budget	\$ 1,851,214			April 2020	\$ 1,163,615
Revenues to Date	\$ 535,752	28.94%	77.81%	April 2019	\$ 1,314,273
Expenditures to Date	\$ 454,603	24.56%	88.63%	Unavailable Cash Reserves	\$ 100,000
Revenues over Expenditures	\$ 81,148			Restricted Cash - Bond Reserves	\$ -
<u>Urban Renewal Property Tax Collection</u>				Available Cash	\$ 1,063,615
Fiscal Year 2020 Budget	\$ 750,000				
Revenue to Date	\$ 529,297	70.57%	77.78%		
<i>MRA Cash Flow</i>					
<i>Prior Year Comparison. . .</i>					
Fiscal Year 2020: April			Fiscal Year 2019: April		
<u>McCall Redevelopment Agency</u>			<u>McCall Redevelopment Agency</u>		
		Percentage			Percentage
Fiscal Year 2020 Budget	\$ 1,851,214		Fiscal Year 2019 Budget	\$ 724,000	
Revenues to Date	\$ 535,752	28.94%	Revenues to Date	\$ 527,009	72.79%
Expenditures to Date	\$ 454,603	24.56%	Expenditures to Date	\$ 32,187	4.45%
Revenues over Expenditures	\$ 81,148		Revenues over Expenditures	\$ 494,822	

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



Reporting Period: April 2020

Our Cash Flows Prior Year Comparison

April 2020			April 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	\$ 4,395,604	41.09%	Revenues to Date	\$ 3,844,905	44.87%
Expenditures to Date	\$ 4,337,432	40.54%	Expenditures to Date	\$ 3,194,252	37.28%
Revenues over Expenditures	\$ 58,172		Revenues over Expenditures	\$ 650,653	
<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	\$ 1,332,716	36.25%	Revenues to Date	\$ 1,266,124	47.63%
Expenditures to Date	\$ 1,208,370	32.87%	Expenditures to Date	\$ 1,100,880	41.42%
Revenues over Expenditures	\$ 124,345		Revenues over Expenditures	\$ 165,244	
<u>Library Fund</u>			<u>Library Fund</u>		
Fiscal Year 2020 Budget	\$ 1,343,147		Fiscal Year 2019 Budget	\$ 893,099	
Revenues to Date	\$ 319,929	23.82%	Revenues to Date	\$ 302,900	33.92%
Expenditures to Date	\$ 388,405	28.92%	Expenditures to Date	\$ 263,450	29.50%
Revenues over Expenditures	\$ (68,476)		Revenues over Expenditures	\$ 39,450	
<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	\$ 766,250	33.62%	Revenues to Date	\$ 615,063	29.07%
Expenditures to Date	\$ 724,997	31.81%	Expenditures to Date	\$ 952,882	45.03%
Revenues over Expenditures	\$ 41,253		Revenues over Expenditures	\$ (337,819)	
<u>Airport Fund</u>			<u>Airport Fund</u>		
Fiscal Year 2020 Budget	\$ 11,832,250		Fiscal Year 2019 Budget	\$ 911,404	
Revenues to Date	\$ 262,147	2.22%	Revenues to Date	\$ 235,592	25.85%
Expenditures to Date	\$ 552,456	4.67%	Expenditures to Date	\$ 288,543	31.66%
Revenues over Expenditures	\$ (290,309)		Revenues over Expenditures	\$ (52,951)	
<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	\$ 1,380,391	30.35%	Revenues to Date	\$ 1,139,321	22.53%
Expenditures to Date	\$ 1,975,296	43.43%	Expenditures to Date	\$ 583,224	11.53%
Revenues over Expenditures	\$ (594,905)		Revenues over Expenditures	\$ 556,098	
<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	\$ 152,604	12.46%	Revenues to Date	\$ 95,349	7.68%
Expenditures to Date	\$ 481,835	39.35%	Expenditures to Date	\$ 500,492	40.32%
Revenues over Expenditures	\$ (329,231)		Revenues over Expenditures	\$ (405,143)	
<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	\$ 1,853,908	53.93%	Revenues to Date	\$ 1,565,475	46.39%
Expenditures to Date	\$ 1,219,517	35.48%	Expenditures to Date	\$ 1,735,342	51.42%
Revenues over Expenditures	\$ 634,390		Revenues over Expenditures	\$ (169,867)	

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 20-144
Meeting Date May 21, 2020**

AGENDA ITEM INFORMATION

SUBJECT: <i>Treasurer's FY19 4th Quarter 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 July, August, and September 2019 regarding care, management, or disposition of moneys, property, or business of the City.

The quarterly report for the last quarter of each fiscal year is not required to be published until after the fiscal year-end audit. Since the audit report was presented to the Council at the May 7, 2020 meeting, the final quarterly report for the period ended September 30, 2019 (including audit adjusting entries) will be published on the Finance page of the City's website.

Attachment:
FY19 4th 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 SEPTEMBER 30, 2019

GENERAL FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	6,508,301.81		
RECEIPTS:	7,280,415.62	8,568,694.00	85.0
EXPENDITURES:			
PERSONNEL SERVICE	2,856,238.92	3,025,773.00	94.4
OTHER SERVICES	2,759,894.83	4,102,354.00	67.3
CAPITAL OUTLAY	1,052,033.26	1,319,967.00	79.7
	6,668,167.01	8,448,094.00	78.9
ENDING BALANCE	7,120,550.42		
PUBLIC WORKS & STREETS FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	1,333,986.90		
RECEIPTS:	2,073,175.69	2,657,973.00	78.0
EXPENDITURES:			
PERSONNEL SERVICE	957,677.47	1,076,953.00	88.9
OTHER SERVICES	785,654.08	1,253,293.00	62.7
CAPITAL OUTLAY	167,791.24	288,084.00	58.2
	1,911,122.79	2,618,330.00	73.0
ENDING BALANCE	1,496,039.80		
LIBRARY FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	565,279.17		
RECEIPTS:	570,164.44	893,099.00	63.8
EXPENDITURES:			
PERSONNEL SERVICE	275,953.89	270,397.00	102.1
OTHER SERVICES	242,580.03	252,323.00	96.1
CAPITAL OUTLAY	.00	365,110.00	.0
	518,533.92	887,830.00	58.4
ENDING BALANCE	616,909.69		
RECREATION FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	569,822.47		
RECEIPTS:	1,581,267.72	2,115,879.00	74.7
EXPENDITURES:			
PERSONNEL SERVICE	600,481.60	588,929.00	102.0
OTHER SERVICES	472,835.29	929,408.00	50.9
CAPITAL OUTLAY	590,604.79	581,769.00	101.5
	1,663,921.68	2,100,106.00	79.2
ENDING BALANCE	487,168.51		
AIRPORT FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	824,383.98		
RECEIPTS:	592,098.14	911,404.00	65.0
EXPENDITURES:			
PERSONNEL SERVICE	163,902.94	166,057.00	98.7
OTHER SERVICES	146,029.05	289,519.00	50.4
CAPITAL OUTLAY	258,979.03	451,111.00	57.4
	568,911.02	906,687.00	62.8
ENDING BALANCE	847,571.10		
CAPITAL PROJECTS FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	71,341.88		
RECEIPTS:	3,201.50	.00	.0
EXPENDITURES:			
	.00	.00	.0
ENDING BALANCE	74,543.38		

CITY OF MCCALL
TREASURER'S QUARTERLY FINANCIAL REPORT
QUARTER ENDED SEPTEMBER 30, 2019

LOCAL OPTION TAX FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	2,689,544.87		
RECEIPTS:	2,417,776.50	5,057,603.00	47.8
EXPENDITURES:			
PERSONNEL SERVICE	66,251.86	53,257.00	124.4
OTHER SERVICES	27,867.05	1,219,029.00	2.3
CAPITAL OUTLAY	3,366,809.97	3,780,600.00	89.1
	3,460,928.88	5,052,886.00	68.5
ENDING BALANCE	1,646,392.49		
GOLF FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	2,563,123.18		
RECEIPTS:	1,072,989.37	1,241,344.00	86.4
EXPENDITURES:			
PERSONNEL SERVICE	440,703.72	440,553.00	100.0
OTHER SERVICES	564,504.22	569,938.00	99.1
CAPITAL OUTLAY	4,969.42	218,135.00	2.3
	1,010,177.36	1,228,626.00	82.2
ENDING BALANCE	2,625,935.19		
WATER FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	19,444,654.38		
RECEIPTS:	3,147,813.99	3,374,897.00	93.3
EXPENDITURES:			
PERSONNEL SERVICE	504,357.93	558,174.00	90.4
OTHER SERVICES	1,611,785.04	1,073,097.00	150.2
CAPITAL OUTLAY	35,961.35	1,724,797.00	2.1
	2,152,104.32	3,356,068.00	64.1
ENDING BALANCE	20,440,364.05		
URBAN RENEWAL AGENCY FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	1,613,228.87		
RECEIPTS:	765,235.57	724,000.00	105.7
EXPENDITURES:			
OTHER SERVICES	409,660.90	724,000.00	56.6
	409,660.90	724,000.00	56.6
ENDING BALANCE	1,968,803.54		

"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 20-142
Meeting Date May 21, 2020**

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Approve a Re-allocation of Local Option Tax Dollars for Little League of West Central Idaho</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	N/A	Airport		
FUNDING SOURCE:	N/A	Library		
TIMELINE:	N/A	Information Systems		
		LOT Administrator	AP	Originator

SUMMARY STATEMENT:

The Little League of West Central Idaho was awarded \$1,500 for Snow Removal from Golden Glove Field. Due to the stay-at-home order, Little League was not able to start their season as early as hoped.

Little League of West Central Idaho would like to use the \$1,500 toward field improvements. Options include refreshing the infield with red dirt, creating warm up pitching and batting areas and making pitching mounds meet baseball requirements.

The Parks and Recreation Director supports this request.

See the attached letter from the Little League of West Central Idaho requesting the re-allocation of funds.

RECOMMENDED ACTION:

Approve the request from the Little League of West Central Idaho to re-allocate Local Option Tax funds of \$1,500 to baseball field improvements and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

April 22, 2020

City of McCall
216 East Park St.
McCall, ID 83638

Re: Request for LOT Grant #20-36 Re-allotment

Dear LOT Commission and McCall City Council,

Thank you for awarding our new Little League of West Central Idaho funds for our 2020 season. As you know, we started up our Little League in 2019 with hopes of creating a new competitive baseball opportunity for our boys and girls under the age of 13. We had a great start last year and were looking forward to continuing forward into 2020 and beyond.

Unfortunately, with the life changes COVID-19 has brought, our spring and summer plans have also had to change. The official Little League season has been postponed for now with a moving re-opening date. This has obviously caused us to cancel our spring season and the need for our LOT Application #20-36 Gold Glove Field Snow Removal, has gone away.

This re-allotment request is to ask that we are able to use the funds allotted for snow removal in a different way this summer. We would like permission to investigate the best use of those funds for field improvements for 2020. Options include:

- Refreshing the infield with red-dirt
- Creating warm up pitching and batting areas outside the main field
- Creating pitching mounds to meet baseball requirements

Thank you for your consideration and I look forward to your approval. Our intention is to use these funds for the betterment of the Golden Glove City Baseball Fields and keep the funds directed toward their originally intended improvement purposes.

Most sincerely,

Katy

Katy Nachman
208-761-5459
katy@thenachmans.com

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 20-143
Meeting Date May 21, 2020**

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Approve a Re-allocation of Local Option Tax Dollars for McCall Winter Sports Club</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	N/A	Airport		
FUNDING SOURCE:	N/A	Library		
TIMELINE:	N/A	Information Systems		
		LOT Administrator	AP	Originator

SUMMARY STATEMENT:

The McCall Winter Sports Club (MWSC) was awarded \$3,350 for the Hidden Valley Hoe Down event. Due to mandatory cancellations of large events, the event, which was scheduled for March 21-22, 2020, was cancelled. Of the amount allotted, \$451.56 was used toward sunglasses with 2020 printed on them for participants. These items were non-refundable.

MWSC would like to use the remaining \$2898.44 toward athletic scholarships. There is an anticipated greater need for scholarships for the upcoming season due to Covid-19. Winter 20/21 programming will go on sale in early June.

See the attached letter from the McCall Winter Sports Club requesting the re-allocation of funds.

RECOMMENDED ACTION:

Approve the request from the McCall Winter Sports Club to re-allocate Local Option Tax funds of \$2898.44 to athletic scholarships for participants and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION



April 29, 2020

To City of McCall Local Option Tax Commission,

Due to mandated cancellation of the Hidden Valley Hoedown, IFSA Junior Regional Big Mountain Competition scheduled for March 21-22, 2020 McCall Winter Sports Club respectfully asks that we may re-allocate the LOT funds gifted for the purpose of this event.

The event cancellation was announced March 13, 2020 at which point we had 57 athletes pre-registered. Since then, we have refunded all athletes their full registration fee, less the credit card transaction fees. The only other non-refundable expense paid was logo sunglasses to be used for participant swag bags. These have "2020" printed on them. The cost was \$451.56 paid to DiscountMugs.com. A copy of those two receipts is below.

MWSC would like to use the remaining \$2,898.44 (of the \$3,350 grant) for the purpose of athlete scholarships. We anticipate a greater need for scholarships this upcoming season due to COVID-19 events. Winter 20/21 programming will go on sale early June. We plan to have a payment plan option for registrants as well as scholarships available at that time.

Thank you for your consideration. Please let me know if there is additional information needed at this time.

Sincerely,

Chris Costa
Executive Director
McCall Winter Sports Club
208-918-0234
mccallwintersportsclub@gmail.com

Copy of DiscountMugs.com Order Confirmation and Transaction

Date 3/31/20 Page 7
 Account Number @XXXXXXXXXX@6103
 Enclosures 14

Community @XXXXXXXXXX@6103 (Continued)

Checks and Withdrawals				
Date	Description	Amount	Refe	
3/09	DBT CRD 1618 03/07/20 37773106 STINKER #78	50.00-		
3/09	DONNELLY ID C#1175 DBT CRD 1151 03/06/20 78987047	98.00-		
3/09	RIDLEY S FOOD & DRU MCCALL ID C#2651 DBT CRD 1344 03/06/20 46576707	122.30-		
3/09	HOMETOWN PIZZA MCCALL MCCALL ID C#2651 DBT CRD 0605 03/08/20 35033973	70.00-		
3/10	Intuit *QuickBooks 800-446-8848 CA C#6489 PAYROLL PAYROLL	57.46-		
3/10	CCD PAYROLL PAYROLL	180.08-		
3/10	CCD PAYROLL PAYROLL	564.12-		
3/10	CCD PAYROLL PAYROLL	564.70-		
3/10	CCD PAYROLL PAYROLL	586.24-		
3/10	CCD PAYROLL PAYROLL	736.36-		
3/10	CCD PAYROLL PAYROLL	910.14-		
3/10	CCD PAYROLL PAYROLL	921.68-		
3/10	CCD PAYROLL PAYROLL	1,600.74-		
3/10	DBT CRD 0516 03/09/20 05744234 INTUIT *PAYROLL	77.00-		
3/11	888-537-7794 CA C#6489 DBT CRD 1853 03/10/20 32258064 DISCOUNTMUGS.COM	451.56-		
3/11	CAN BELINCUSA FL C#2651 DBT CRD 1643 03/10/20 17791856 US SKI AND SNOWBOARD 435-649-9090 UT C#2651	525.00-		

Order # DM4065104
Delivery Date: Mar 18, 2020



DELIVERED

Your order has been delivered! We sure hope you like them. Take the time to let us know what you think, reorder with 1 click, or contact us.



Item#:	SGL05A -	Price (100 @ 2.87):	\$287.00
	WOODTONE	Impression Charge:	\$25.00
Quantity:	100 Pcs	1 Screen Charges :	\$49.00
Print On:	Both Side Imprint		
Imprint Color:	White	Subtotal:	\$361.00
Imprint:	Design Lab	6Day Rush:	\$90.00
		Item Total:	\$451.00

ORDER SUMMARY:

SALES TAX	\$25.56
COUPON (DREAM25) DISCOUNT	-\$25.00
TOTAL	

Grand Total: \$451.56

Billing Address:

Christen Costa
Company Name :MWSC
PO Box 38
McCall, ID, 83638
Cell Number: 2082716380
Office Number: 2089180234
Email: mccallwintersportsclub@gmail.com

Shipping Address:

Christen Costa
665 Woodlands Drive 4123
McCall, ID, 83638
Cell Number: 2082716380
Office Number: 2089180234
Delivery Contact #:2089180234

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 20-145
Meeting Date May 21, 2020**

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
Request to Approve the CARES Act Grant Agreement Grant No. 3-16-0023-029-2020		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
COST IMPACT:	\$ 30,000 in revenues	Parks and Recreation		
FUNDING SOURCE:	Federal CARES Act	Airport	RMS	Originator
		Library		
TIMELINE:	4 years to expend funds	Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT:				
<p>The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) is a Federal Program to provide emergency assistance for individuals, families, businesses and local governments affected by the 2020 coronavirus pandemic. The programs are divided into Family, Small Business, Impacted Industries and State/Local Government assistance.</p> <p>Under the CARES Airport Program, General Aviation Airports such as McCall will receive an apportionment of CARES Act funding. On April 15th, the Federal Aviation Administration announced that McCall Airport has been approved for \$30,000 in CARES Act Funding. On April 24th, Council approved the funding application and now staff is asking for approval of the contract.</p> <p>Funds can be used for a wide range of operations, maintenance and capital improvement projects. CARES Act funds are covered under separate rules than the Airport Improvement program - funds and can be expended on a wider range of items with fewer restrictions. City Council has previously approved not expending the funds until the impact of the coronavirus' financial effects on the Airport Budget are known.</p> <p>Attachments: Application for Federal Assistance Form-424</p>				
RECOMMENDED ACTION:				
Approve the CARES Act Grant Agreement Grant No. 3-16-0023-029-2020 and authorize the Mayor to sign all necessary documents.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			
April 24, 2020	Request Approval of CARES Act Funding Application for the Airport			



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon ·
Utah Washington · Wyoming

Helena Airports District Office
2725 Skyway Dr., Suite 2
Helena, MT 59602

The Honorable Robert S. Giles, Mayor
City of McCall
216 East Park Street
McCall, ID 83638-0001

Dear Mayor Giles:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-16-0023-029-2020 for McCall Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than May 29, 2020**, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Gary Gates by email (gary.gates@faa.gov) that the grant is administratively and financially closed. We are readily available to assist you and your designated representative with the requirements stated herein. If you have additional questions, please contact Gary Gates at 406-441-5405. We sincerely value your cooperation in these efforts.



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date _____

Airport/Planning Area McCall Municipal Airport

CARES Grant Number 3-16-0023-029-2020 [Contract No. DOT-FA20NM-K2048]

Unique Entity Identifier 188922611

TO: City of McCall
(herein called the “Sponsor”) (For Co-Sponsors, list all Co-Sponsor names. The word “Sponsor” in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the “FAA”)

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or “the Act”) Airports Grants Application (herein called the “Grant”) dated April 27, 2020, for a grant of Federal funds at or associated with the McCall Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA’s Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the McCall Municipal Airport (herein called the “Grant”) consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport’s operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to McCall Municipal Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor’s payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the

same principles that govern “airport revenue.” New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor’s acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$30,000.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States’ share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation (“Secretary”). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 29, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
16. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award

- Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

17. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

18. Employee Protection from Reprisal.

- A. Prohibition of Reprisals –
1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;

- b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
19. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and

- F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
 5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
 6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

(Typed Name)

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated _____

City of McCall

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Idaho. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated _____

By: _____
(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.

- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.

- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in

connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a

facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 20-146
Meeting Date May 21, 2020**

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Approve Hangar 98 Lease with Dew Aircraft, Inc.</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		
COST IMPACT:	\$0	Parks and Recreation		
FUNDING SOURCE:	none	Airport	RMS	Originator
		Library		
TIMELINE:	July 1, 2020	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

The attorney for Dew Aircraft, Inc. has recommended 3 changes to the Hangar 98 ground lease as listed below:

- Due to impact of COVID-19 on the construction industry, to change the date the construction must begin from 12 to 24 months, and the date construction must be complete from 24 to 36 months. (Para 17)
- Change the lease signatory from Douglas E. Walberg to Dew Aircraft, Inc. (After Para 41)
- Change the lease start date to July 1, 2020. (Para 13)

The City Council had approved the original lease at the March 26 meeting. The contract has been reviewed by the City Attorney and staff has no objections to the recommended changes.

Attachments: Updated Dew Aircraft Inc. Hangar 98 Ground Lease

RECOMMENDED ACTION:

Approve Hangar 98 Lease with Dew Aircraft, Inc. and to authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION
March 26, 2020	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

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 COMMERCIAL LEASE

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

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

Background

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

Agreements

4. Lease. City leases to Lessee, and Lessee leases from City, the property described within Exhibit "A," called "Subject Property" in the rest of this Lease, together with

the right of ingress and egress as provided below in Paragraph 6, subject to and in accordance with the terms of this Lease.

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

6. Use of Subject Property.
 - 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.

 - When requested, Lessee shall, in writing, the Aircraft Registration Number, or “N” number of the aircraft currently stored in the hangar to the Airport Manager.

 - 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.

 - 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.

 - 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.

 - 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.

- Hangar use in violation of the stipulations may result in an increase in lease fees and/or lease termination.
- The provisions of this Lease have been adopted to preclude granting of an exclusive right or franchise to conduct aeronautical activities in violation of Section 308(a) of the Federal Aviation Act of 1958 and subsequent amendments; to conform to Part 21 of the U.S. Department of Transportation Regulations; and to assure to all Lessees the availability of airport property on fair and reasonable terms and without unjust discrimination.
- Lessee shall not engage in any business or activity other than activities set forth herein. Activities for this lease includes Aircraft Maintenance, Aircraft Storage, Aircraft Parts Sales, and Office Space Rental. Fuel sales may be permitted in accordance with paragraph J below.
- If Lessee wishes to engage in activities not authorized by this Lease, or wishes not to begin, or to discontinue operations in any Category authorized above, Lessee shall seek a Lease amendment from the City for permission to do so.
- Lessee shall provide its own buildings, personnel, equipment, and other appurtenances or facilities necessary to carry out its obligations to authorized operations.
- Lessee shall determine its own fees, rates, and charges for services which shall be equally and fairly applied to all users of those services.
- Lessee shall maintain reasonable business hours and shall provide adequate staff to carry out its obligations to the public.
- The rights granted under this Lease are non-exclusive and the City reserves the right to grant similar privileges to another operator or operators for provision of services.
- Prior to granting a modification of this Lease, the City may require an economic impact study from the Lessee outlining the need for fewer or additional services, deficiencies or surplusages of current services, and other as the City may specify.
- Lessee accepts the area of land leased as of sufficient size to accommodate all buildings, parking areas, snow storage area, and aircraft parking.
- Hangar use violation of the aforementioned stipulations may result in an increase

in lease fees and/or lease termination.

7. Parking. Automobiles may be parked inside the hangar while Lessee's aircraft is being operated or temporarily stored at another location. Vehicles may also be parked at a parking location off of aircraft movement areas as designated by the Airport Manager. Vehicles and aircraft may be stopped and stand for loading and unloading in front of the hangars. Unattended vehicles or aircraft not in an area designated for their use will be regarded as illegally parked and may be towed at the direction of the Airport Manager and sole expense of Lessee, or ticketed pursuant to the *McCall City Code*, or both.
8. Operations to be Lawful. Lessee and Lessee's improvements and use shall comply in all material respects with all applicable laws, ordinances, rules, and regulations of the United States, the State of Idaho, and the City of McCall, including those laws, rules, and regulations which may be lawfully promulgated by any of the same during the term of this Lease. Lessee shall further obey in all material respects any other lawful directions of the Airport Manager, even if Lessee wishes to appeal such directions. An appeal of any such direction shall be filed with the Airport Manager in writing by providing particularized claim(s) within ten (10) calendar days of the direction being appealed. The City shall respond in writing within 60 days from receipt of the written appeal. Lessee shall comply in all material respects with this Lease and all applicable other laws, ordinances, rules, and regulations; where requirements differ among these various sources, the laws, ordinances, rules, and regulations that are most compatible with safe air transportation shall be complied with; the interpretation of the Airport Manager in these regards made in good faith shall be conclusive. The City may enter into or on the Lessee's premises to conduct inspections to ensure lawful and safe use of the premises with twenty-four (24) hour written notice or without notice in emergency situations.
9. Subordination to Federal Funding and Emergency Requirements. This Lease is subordinate to the provisions of any existing or future agreement between City and the United States, relative to the operation or maintenance of the Airport, the execution of which agreement has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. This Lease shall be subordinate to the right of the City during the time of war or national emergency to lease the landing area or any part thereof to the United States Government for military or emergency use, and if any such lease is so made, the provisions of this Lease in conflict with the provisions of the lease to the Government, shall be suspended for the duration of the conflict or emergency. City of McCall covenants that Lessee, upon paying the rent and other sums when due hereunder and observing and keeping all terms, covenants, agreements, limitations and conditions hereof on the part of Lessee to be kept when provided herein and within any grace periods available under this Lease, shall have and may quietly enjoy the possession of the Subject Property together with the right of ingress and egress herein provided during the term hereof, without hindrance or molestation by City of McCall or anyone claiming by, through or under City of McCall, and City of McCall shall not authorize or consent to any hindrance or molestation of Lessee by others.

10. Compliance with Enforcement. Lessee shall comply with such enforcement procedures and orders as the United States might demand that the City follow or issue in order to comply with the City's assurances to the United States, and to enforce applicable federal, state, and local laws.
11. Nondiscrimination. Lessee shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation-Effectuation of Title IV of the Civil Rights Act of 1964, and as said regulations may be amended. Lessee, in its operations and uses of the Airport will not, on the grounds of race, creed, color, age, marital status, national origin or handicap discriminate or permit discrimination against any person or groups of persons in any manner. Noncompliance with these assurances shall constitute a breach of this Lease; and in the event of such noncompliance, City may take appropriate action to enforce compliance, may terminate this Lease, or seek judicial enforcement in each instance in accordance with the terms and procedures set forth in this Lease.
12. City's Reserved Rights. Subject to the provisions of this Lease, City specifically reserves the right:
 - A. To develop, improve, or make any lawful use of the Airport premises as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance by Lessee;
 - B. To maintain and keep in repair the Airport and all publicly owned facilities of the Airport, together with the right to direct and control activities of Lessee of the Subject Property to ensure compliance with all federal and local rules and regulations;
 - C. To enter upon any lease premises at reasonable times for the purpose of making inspections to determine compliance with these minimum standards, fire codes, building codes or any covenant or condition of any contract or lease, including this Lease;
 - D. To take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, *together* with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft or safety of flight;
 - E. To temporarily close the Airport or any of the facilities thereon for maintenance, improvement, safety or other public benefits; and
 - F. To devote exclusive use of the Airport to emergency aircraft operations, including, but not limited to, fire suppression activities and medical operations.

13. Term, and Renewal. The initial term of this lease shall be for 20 years commencing at 12:01 AM., on July 1, 2020 until 11:59 PM on June 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. 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, presently 19,933 square feet; initially this sum totals \$5,979.90 per annum. The first year's rent is due and payable in advance upon execution of this lease pro-rated to October 1. The rent will be adjusted annually effective October 1 and according the percentage increase of the Western Urban Consumer Price Index, (Bureau of Labor Statistics) for the twelve calendar months prior to and including the most recent month for which such Index is available. The City of McCall will use the following formula to compute the calculation for each year's Rent increase:

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

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

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

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

15. Taxes, Assessments, Fees. Lessee shall, upon completion of construction of any Leasehold Improvements, enroll the Leasehold Improvements and **taxable** personal property on the tax rolls of Valley County. Lessee shall pay, before they become delinquent, all taxes, assessments and fees assessed or levied upon Lessee or the Subject Property or any interest therein, including, but not limited to buildings, structures, fixtures, equipment or other property installed or constructed on it. Lessee further agrees not to allow any such tax, assessment, or fee to become a lien against the Subject Property or any improvement on it. Nothing herein contained shall be deemed to prevent or prohibit the Lessee from contesting the validity or amount of any such tax assessment or fee in the timely manner authorized by law, but in no event may Lessee permit any such process to go to a foreclosure upon Subject Property or any interest in it or in any Leasehold Improvement.

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

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

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

facilities anticipated by the Lessee within twenty-four (24) 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 thirty-six (36) months after the date of execution of this Lease. Failure to achieve either substantial progress or completion shall constitute cause for the City to cancel this Lease in accordance with the terms hereof or to extend the completion dates for construction.

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

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

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

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

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

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

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

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

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

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

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

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

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

substantial restriction.

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

27. Holding Over. In the event Lessee holds over after the expiration of the Lease or of any renewal of this Lease, such holding over shall be deemed to be a tenancy from month to month subject to conditions established by the Airport Manager, including but not limited to, an increase in the rental rate.
28. Abandonment. If Lessee abandons the Subject Property (other than during winter months or other temporary periods when Lessee's officers and employees may have established residence other than in Valley County), is dispossessed by third parties by process of law or otherwise, the City may terminate this Lease on sixty (60) days advance written notice to Lessee; and Lessee shall not be entitled to the return of prepaid rent under this Lease. Any real or personal property belonging to Lessee and left on the Subject Property after sixty (60) days following notice of termination on grounds of abandonment or dispossession shall be deemed to have been transferred to City. City shall have the right to remove and dispose of such property without liability therefore to Lessee, or to dispose of it to any person claiming under Lessee, or may transfer it to a new lessee, or may simply dispose of it as solid waste; and City shall have no need to account therefore.
29. Right of First Refusal. Upon the expiration or involuntary termination of this Lease or of any renewal of this Lease, the City shall have the first right of refusal to purchase or accept transfer of Leasehold Improvements and may transfer this right of first refusal to a new lessee. Under such circumstances, Lessee, and any person proposing to sell or transfer such improvements by or through or under Lessee, shall first give notice to the City advising of the proposed sale or transfer, and its price and terms; and the City shall have thirty (30) days following receipt of such notice to evaluate and execute a decision regarding the proposal of sale or transfer, and its price and terms. If the City pursues acquisition of improvements, such sale or transfer shall be completed no later than ninety (90) days following receipt of initial notice from the Lessee.
30. Legal Proceedings. If any legal action or proceeding related to this Lease is begun by any party to this Lease, the prevailing party shall be entitled to recover its costs, damages, and expenses, including commercially reasonable attorney fees and witness and expert witness fees, incurred in prosecuting or defending the same, whether or not such action or proceeding is litigated or prosecuted to judgment. The prevailing party will be that party who was awarded judgment as a result of trial or

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

31. Governing Law. This Lease is governed by the law of Idaho, and Valley County, Idaho is the proper venue.
32. Headings. The headings of paragraphs and articles of this Lease are provided as a guide to the reader, and shall not in any way affect the meaning or interpretation of this Lease.
33. Time of the Essence. Time is of the essence with respect to the obligations of the parties under this Lease.
34. No Election of Default Remedies. In the event of any default under this Lease, the non-defaulting party shall be entitled to all rights, powers and remedies available at law or in equity, including, without limitation, specific performance, damages and equitable relief, and/or resort to any security. Any rights, powers and remedies stated in this Lease, or now or hereafter existing in law, at equity, by statute, or otherwise are cumulative and concurrent, and shall each be in addition to, and not in lieu of, all the others. The exercise or the beginning of the exercise or the forbearance of exercise by any party of any one or more of such rights, powers, and remedies shall not preclude the simultaneous or subsequent exercise by such party of any or all of such other rights, powers, and remedies.
35. No Waiver of Rights. The neglect of the City or the Lessee to enforce its rights, powers or remedies at any particular times or upon any particular occurrences shall not preclude resort to those rights, powers or remedies at any other time or with respect to any other occurrences. Any waiver of any right, power, or remedy must be done in a writing executed by the party to be charged with such waiver, and executed with no fewer or different formalities and approvals than were attendant upon execution of this Lease. Any waiver of a breach of a covenant, term, or condition of this Lease shall not be deemed a waiver of any other breach of the same or any other covenant, term or condition of this Lease. Acceptance of overdue performance of a covenant, term, or condition of this Lease shall not constitute a waiver of the breach existing prior to the performance, unless so agreed in writing by the recipient of the performance.
36. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, terrorist acts, acts of war, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, government controls, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage; provided, however, that this clause shall not bar resort by City to any security applicable to the furnishing of such performance under circumstances in which City acting to obtain alternative performance would not be subject to such force majeure. The term "governmental restrictions, governmental regulations, government controls, ... [and] hostile government action" shall not be construed to have any reference to City enforcing

this Lease or any other agreement between the City and any other party, nor the City enforcing the City Code or other applicable law, nor any other government enforcing an agreement with a party or the conditions on the issuance of its permit(s) issued to a party.

37. Counterpart Execution. This Lease may be executed in any number of counterparts. No single counterpart need be signed by all parties to this Lease; so long as each party hereto has executed at least one such counterpart, this Lease shall be considered fully executed. Each such counterpart shall be deemed to be an original instrument; and all such counterparts together shall constitute but one agreement. Facsimile signatures are deemed to have the same legal weight as original signatures.
38. Burden and Benefit; Assignment. This Lease shall bind and insure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. Lessee shall neither assign this Lease, nor sublet or rent all or any part of Subject Property, without the written consent of the City, which consent shall not be unreasonably withheld. Assignment of leasehold interest shall not cause the lease rate to change except as otherwise provided in this Lease.
39. Integration. All exhibits and other attachments, if any, to this Lease are a part of this Lease, as if set out again in this Lease. This Lease constitutes the entire Lease between and among the parties as to the matter set out in it, and all prior negotiations and discussions, memoranda, correspondence, and communications are merged into and extinguished by this Lease; provided, however, that nothing in this Lease shall be held to merge into this Lease any other written document described in this Lease, nor any Subdivision or Development Agreement among any of the parties, unless this Lease expressly identifies such other written document or agreement and states that this Lease supersedes such other document or agreement.
40. Counsel and Interpretation. All parties to this Lease have been represented by legal counsel at all stages of the negotiations for and the preparation of this Lease, including during the proceedings relating to the approval and the conditions of approval of any project or development which approval or conditions gave rise to this Lease; accordingly, in all cases, the language of this Lease will be construed simply, according to its fair meaning, and not strictly for or against any party.
41. Notice. Notices between the parties may be made by personal delivery or by United States mail, postage pre-paid, registered or certified, with return receipt requested, or by telegram, facsimile transmission or mail-o-gram or by recognized courier delivery (e. g. Federal Express, UPS, DHL, etc.) addressed to the parties, as the case may be, at the address set forth below or at such other addresses as the parties may subsequently designate by written notice given in the manner provided in this section. The parties are required to provide any change of address to each other.

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

McCall, ID 83638

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

Lessee: _____
Attn:

Copy to: _____

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 for Idaho
Commission Expires: _____

DROULARD LAND SURVEYING, INC.

JOEL W. DROULARD
Professional Land Surveyor

POST OFFICE BOX 69
McCALL, IDAHO 83638

TELEPHONE 208-630-3423
E-MAIL JDROULARD@OUTLOOK.COM

August 13, 2019

DEINHARD DEVELOPMENT
McCALL MUNICIPAL AIRPORT

A parcel of land situate in the north east 1/4 of the south west 1/4 of Section 16, Township 18 North, Range 3 East, Boise Meridian, City of McCall, Valley County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the Center 1/4 Corner of Section 16, Township 18 North, Range 3 East, Boise Meridian, City of McCall, Valley County, Idaho; thence, N. 89° 47' 44" W., a distance of 1,083.82 feet along the north boundary of the north east 1/4 of the south west 1/4 of said Section 16; thence, S. 00° 12' 05" W., a distance of 74.09 feet to a 1/2 inch diameter rebar with a plastic cap, the REAL POINT OF BEGINNING:

- Thence, continuing S. 00° 12' 05" W., a distance of 148.80 feet to a 1/2 inch diameter rebar with a plastic cap,
- Thence, S. 89° 47' 55" E., a distance of 132.00 feet to a 1/2 inch diameter rebar with a plastic cap,
- Thence, N. 00° 12' 05" E., a distance of 153.22 feet to a 1/2 inch diameter rebar with a plastic cap,
- Thence, S. 88° 17' 01" W., a distance of 132.07 feet to the point of Beginning, containing 19,933 square feet, more or less.

Bearings based on Record of Survey Inst. No. 202221.



Exhibit A
Legal Description

Exhibit C

Special Additional Terms

None

EXHIBIT D

MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

At the

McCALL MUNICIPAL AIRPORT

PART I

INTRODUCTION, PURPOSE & DEFINITIONS

INTRODUCTION:

The objectives sought in these Minimum Standards are to:

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

PURPOSE:

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

DEFINITIONS:

The applicable definitions are listed below.

I. PART II

1. APPLICATIONS FOR LEASES, LICENSES AND PERMITS

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

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

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

existing users of portions of their operations area? Will the development or use cause undue congestion of aircraft or buildings? Will the development or use unduly interfere with the operations of any present user by interfering with aircraft traffic or preventing free access to any other facility?

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

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

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

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

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

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

- Poor Business Record:** If any party applying for or having an interest in the business has a record indicative of unsatisfactory business practices.

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

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

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

Commercial leases will require a complete lease application. Leases I02 through I 05 are commercial land leases and require a full application.

2. PART III

MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

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

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

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

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

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

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

- Square Footage: Square footage required by the consolidated activity must meet or exceed the combined square footage requirements of the individual activities.

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

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

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

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

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

PART IV

3. AMENDMENT, REVIEW AND EFFECTIVE DATE

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

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

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

4. **DEFINITIONS**

•**AAC:** Airport Advisory Committee.

•**Aeronautical Activity:** Any activity conducted on airport property that makes the operation of an aircraft possible or that contributes to, or is required for, the safe operation of aircraft.

The following activities are considered to be aeronautical activities:

- Aerial surveying
- Aerial photography
- Aircraft paint or upholstery
- Aircraft rental
- Aircraft sales
- Aircraft storage
- Air carrier operations (passenger and cargo)
- Air taxi and charter operations
- Aviation fuel and oil sales
- Avionics or instrument sales and repair
- Banner towing
- Crop dusting
- Engine or propeller sales and repair
- Flying clubs
- General and corporate aviation
- Sky-diving
- Pilot training
- Repair and maintenance of aircraft
- Sale of aircraft parts
- Sightseeing
- Any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as an aeronautical activity.

5. •**Aeronautical Service-Provider Classes:**

- Fixed Base Operator ("FBO")
- Specialized Aviation Service Operation ("SASO")
- Independent Operators ("IO")

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

•**Air Charter:** An entity that provides on-demand, non-scheduled passenger service in

aircraft having no more than 30 passenger seats, and which must operate under the appropriate Federal Aviation Regulations (FARs).

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

tools, and apparatus necessary for the proper conduct of the activity being performed.

- FAA:** Federal Aviation Administration.
- FAR:** Federal Aviation Regulation.
- Fixed Base Operator (FBO):** Commercial business providing multiple aeronautical services, including, at a minimum, aircraft fueling, storage, tie-down and parking, base-line services (including aircraft towing, deicing, engine-preheating, oxygen and APU servicing) and associated pilot and passenger facilities (lobby, restrooms, flight planning room, etc.).
- Grant Agreement:** Any agreement made between an airport sponsor and the FAA, acting on behalf of the United States, for the grant of federal funding or a conveyance of land, either of which the airport sponsor agrees to use for airport purposes.
- Improvements:** All buildings, structures, and facilities. Improvements may include pavement, fencing, signs, and landscaping that are constructed, installed, or placed on, under, or above any leased area.
- Independent Operators ("I0"):** Individual operators performing single-service aeronautical activities on the airport without a ground-lease arrangement with the Airport Sponsor (such as aircraft washing, flight instruction, and maintenance).
- Lease:** A contract between the airport owner and an entity granting a concession that transfers rights or interests in property, or otherwise authorizes the conduct of certain activities.
The lease must be in writing, executed by both parties, and enforceable by law.
- Minimum Standards:** The criteria established by an airport owner as the minimum requirements that must be met by businesses, in order to engage in providing on-airport aeronautical activities or services.
- Operator:** The term applies to both commercial and non-commercial operators.
- SMS:** Safety Management System for use by certificate holders, managed by the FAA.
- SPCC:** Spill Prevention Control and Countermeasures.
- SWPP:** Storm Water Pollution Protection (plan).
- Specialized Aviation Service Operation ("SASO"):** A commercial business providing less than full (i.e., limited) FBO services. Generally, SASOs are single-service providers (e.g., maintenance, flight school, avionics shop); however, they may provide more than one aeronautical service.
- Sublease:** A lease agreement entered into by a lessee with another entity that transfers rights or interests in property or facilities, and that is enforceable by law.

- Tenant:** A person or entity who occupies or leases property on the Airport, or who conducts business operations of any kind upon the Airport premises, regardless of whether there exists a written agreement with the City of McCall.
- Through-the-Fence Rights:** The rights of access directly onto airport property from private property which is contiguous to the airport.

II. APPLICATION FOR LEASE / LICENSE

Name:

Contact

Address

Phone:

E-mail:

Attach legal description and plot plan of lease.

Attach airport map, showing location of lease.

Square footage requested:

Covered area _ _ _ _

Uncovered area _ _ _ _

Total leased square footage _____

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

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

activity: Qualifications:

Safety hazard:

Cost to the
Airport:

Availability:

Compliance with the Master Plan:

Congestion:

Ecological considerations:

For commercial aviation activities:

List all activities to be performed under the lease:

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

Describe experience related to performance of these commercial activities:

Describe the business communications plan, including:

Contact information for principals in the business:

Contact information for daily operations:

Contact information for the public:

How does the public access the business?

Where does the public park?

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

Lease rates:

Covered-area present lease rate___ _

Uncovered-area present lease rate___ _

Total present annual lease fee_ _ _ _ _

Hangar number (if assigned):

Original date of lease_ _ _ _ _

Original term of lease_____, Number and length of lease options_ _

Lease rate upon assumption_____covered

Annual lease fee upon assumption_ _

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

	Aircraft Maintenance and Repair	Aircraft Rental	Flight Instruction / Flight School	Full Service Fuel & Oil Sales	Self Service Fuel Sales	Aircraft Storage / Hangar Rental	Air Taxi/ Charter
Services Offered	Airframe, powerplant and accessory maintenance and repair	Aircraft Rental	Ground school and flight instruction	Retail sales of IOOLL, JetA, and aviation oils.	Retail sales of IOOLL and JetA with no assistance from the Aeronautical Activity Provider	Use of hangar space for compensation	Revenue charter /air taxi flights
Licenses/permits required	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license	Land lease, business license	Land lease, business license	Land lease, sublease or sublet/rented space; business license	Land lease, sublease or sublet/rented space; business license
Amount of Land Required	NIA	NIA	NIA	1 acre	1/2 acre for IOOLL only. 1 acre for Jet A or both Jet A and IOOLL.	NIA	NIA
Size, type, and amount of facilities required	1 permanent restroom; 1600 sf shop space; suitable outside storage for waiting aircraft	100 sf office space	1 permanent restroom; 250 sf classroom/office space	2 permanent restrooms, public telephone, 100 sf flight planning, 200 sf waiting room	public telephone, 100 sf flight planning / waiting room / restroom	NIA	1 permanent restroom; 1000 sf passenger lobby; table desk or counter space
Automobile Parking Required	Per City Ordinance - Industrial Use (minimum of 2 spaces)	Per City Ordinance - Industrial Use (minimum of 2 spaces)	Per City Ordinance - Other Comm Use (minimum of 2 spaces) **Only finished sq ft used toward space rqmt	Per City Ordinance - Industrial Use	Per City Ordinance - Industrial Use	Per City Ordinance - Industrial Use	Per City Ordinance - Other Comm Use (minimum of 5 spaces) **Only finished sq ft used toward space rqmt
Number, type and training of Personnel	At least 1 FAA certified A&P mechanic	NIA	At least 1 FAA authorized CFI	At least 1 trained line service technician	NIA	NIA	Properly certified and qualified operating crew
Equipment Needed	Equipment, parts, and supplies as required for FAA certification	At least 1 aircraft available for rent	NIA	Approved filtration systems; aircraft tugs/tow bars; inflate tires; charge batteries; deice aircraft; computerized wx & flight planning	Approved filtration systems; computerized wx & flight planning	aircraft tug or towbars suitable for aircraft stored	Suitable, properly certified aircraft
Type and amount of inventory needed	NIA	NIA	NIA	10,000 gal storage capacity for each IOOLL and JetA; 5 day's supply of each IOOLL, JetA, and aviation oils	10,000 gal storage capacity and 5 day's supply for any grade provided	NIA	NIA
Environmental, Safety & Security	Customers Escorted	Customers Escorted	Customers Escorted	SPCC Plan, Customers Escorted, Vehicle Safety Plan	SPCC Plan, Vehicle Safety Plan	Vehicle Safety Plan	Customers Escorted; Vehicle Safety Plan
Contact Methods / Public Accessibility	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office. 24 hr call-out available	Posted after hours number on bldg & at Mgrs Office; Posted fuel price; Respond to problems in 24 hrs	Posted after hours contact number on bldg and at Airport Mgrs Office	Posted after hours contact number on bldg and at Airport Mgrs Office
Days and Hours of Operation	Posted on bldg	Posted on bldg	Posted on bldg	Posted on bldg; Open 7 days/week and 4 hours/day excl. gov't holidays & others as apprvd by Airport Mgr	Open 24 hours 7 days /week 365 days / year	Posted on bldg	Posted on bldg
General Liability Insurance	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured
Premises Insurance	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value	Replacement Value
Products & Completed Ops Insurance	\$1,000,000	NIA	NIA	\$1,000,000	\$1,000,000	NIA	NIA
Hangarkeepers Insurance	\$500,000	\$500,000	\$500,000	\$500,000	NIA	\$500,000	NIA
Aircraft Liability Insurance	NIA	\$1,000,000	\$1,000,000	NIA	NIA	NIA	As required by 14 CFR Part 205
Workmen's Compensation Insurance	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements

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

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

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

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

	Aircraft Maintenance and Repair	Aircraft Rental	Flight Instruction / Flight School	Full Service Fuel & Oil Sales	Self Service Fuel Sales	Aircraft Storage/ Hangar Rental	Air Taxi/ Charter	S
Services Offered	Airframe, powerplant and accessory maintenance and repair	Aircraft Rental	Ground school and flight instruction	Not Permitted	Not Permitted	Not Permitted	Revenue charter /air taxi flights	N
Licenses/permits required	Business license; Airport Access Permit	Business license; Airport Access Permit	Business license; Airport Access Permit	Not Permitted	Not Permitted	Not Permitted	Business license; Airport Access Permit	N
Amount of Land Required	NIA	NIA	NIA	Not Permitted	Not Permitted	Not Permitted	NIA	N
Size, type, and amount of facilities required	NIA	NIA	NIA	Not Permitted	Not Permitted	Not Permitted	NIA	N
Automobile Parkin2 Required	NIA	NIA	NIA	Not Permitted	Not Permitted	Not Permitted	NIA	N
Number, type and training of Personnel	At least 1 FAA certified A&P mechanic	NIA	At least 1 FAA authorized CFI	Not Permitted	Not Permitted	Not Permitted	Properly certified and qualified operatin2 crew	N
Equipment Needed	Equipment, parts, and supplies as required for FAA certification	At least 1 aircraft available for rent	NIA	Not Permitted	Not Permitted	Not Permitted	Suitable, properly certified aircraft	N
Type and amount of inventory needed	NIA	NIA	NIA	Not Permitted	Not Permitted	Not Permitted	NIA	N
Environmental, Safety & Security	Airport Access Permit; Acceptance of Airport Rules and Regulations	Airport Access Permit; Acceptance of Airport Rules and Re2ulations	Airport Access Permit; Acceptance of Airport Rules and Re2ulations	Not Permitted	Not Permitted	Not Permitted	Airport Access Permit; Acceptance of Airport Rules and Re2ulations	N
Contact Methods / Public Accessibility	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office	Contact number available at Airport Manager's Office	Not Permitted	Not Permitted	Not Permitted	Contact number available at Airport Manager's Office	N
Days and Hours of Operation	NIA	NIA	NIA	Not Permitted	Not Permitted	Not Permitted	NIA	N
General Liability Insurance	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	\$1,000,000 City of McCall named as Additional Insured	Not Permitted	Not Permitted	Not Permitted	\$1,000,000 City of McCall named as Additional Insured	N
Premises Insurance	NIA	NIA	NIA	Not Permitted	Not Permitted	Not Permitted	NIA	N
Products & Completed Ops Insurance	\$1,000,000	NIA	NIA	Not Permitted	Not Permitted	Not Permitted	NIA	N
Hangarkeepers Insurance	NIA	NIA	NIA	Not Permitted	Not Permitted	Not Permitted	NIA	N
Aircraft Liability Insurance	\$1,000,000	\$1,000,000	\$1,000,000	Not Permitted	Not Permitted	Not Permitted	As required by 14 CFR Part 205	N
Workmen's Compensation Insurance	ID State Statutory Requirements	ID State Statutory Requirements	ID State Statutory Requirements	Not Permitted	Not Permitted	Not Permitted	ID State Statutory Requirements	N

Exhibit E
Airport Rules and Regulations

ORDINANCE NO. 949

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

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

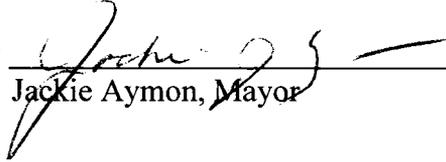
Section 1: That Chapter 16, *Airport Rules And Regulations*, of Title 8, *Public Ways And Property*, of the McCall City Code, be, and the same is hereby, AMENDED as follows, to- wit:

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

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

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

Approved:

By  _____
Jackie Aymon, Mayor

Attest:


By  _____
BessieJo Wagner, City Clerk

8-16-1: DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

Idaho. **COUNCIL:** The city council of McCall, Idaho.

ENVIRONMENTAL LAWS: All federal, state, and local laws relating to environmental matters. **FAA:** Federal aviation administration.

FAR: Federal Aviation regulation.

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

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

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

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

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

PERSON: Any individual, firm, co-partnership, 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 have authority to take such actions as may be necessary to safeguard the public in attendance at the airport. Every pilot, mechanic or other person employed at or using the airport shall cooperate with the airport management to see that all persons upon the premises abide by these rules and use due care and caution to prevent injury to persons or damage to property.

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

8-16-3: GROUND RULES:

- (A) Aircraft engines shall be started or warmed up so as not to endanger life or property. At no time shall engines be operated at power greater than necessary to move the aircraft when hangars, shops, other buildings, or persons in the observation area, are in the path of the propeller stream or jet blast. When aircraft engines are started, a competent operator shall be at the controls at all times.
- (B) Auxiliary power units (APUs) are not to be started until thirty (30) minutes prior to planned takeoff time. APUs operating beyond thirty (30) minutes are subject to a noise reduction/energy conservation/air quality fee to be set by resolution of the city council.
- (C) Aircraft shall be parked only in areas and in the manner designated by the airport manager.
- (D) All repairs to aircraft or engines, except emergency repairs, shall be made in the spaces designated for this purpose, and not in the area reserved for landing and taking off.
- (E) Only airmen, authorized personnel, or persons being conducted by airmen or airport attendants shall be permitted to enter the landing areas, aircraft parking ramps and taxiways. This does not give these persons the privilege of unrestricted use of this space. These privileges are confined to the necessary use of this space in connection with flights, inspections or routine duties.
- (F) Aircraft shall be properly blocked and tied down by the owner or operator when parked for overnight or when conditions otherwise warrant.
- (G) No motor vehicle shall be driven onto the runway safety area (runway) without the expressed permission of the airport manager or his designated representative. Fuel trucks and emergency vehicles are authorized. Operators of ground vehicles desiring access to the RSA shall carry a radio equipped to transmit and receive on 122.8 MHz (the common traffic advisory frequency [CTAF]), shall announce their intentions prior to entering the runway environment and shall monitor CTAF continuously within the runway environment. (Ord. 882, 11-4-2010)
- (H) No automobile shall be parked on the airport property except in areas designated for that purpose by the airport manager.

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

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

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

8-16-7: FEES:

- (A) Tie Down and Parking Area: Tie down and parking area rental fees shall be from time to time established by resolution of the council. Rules and regulations for tie down areas and enforcement thereof shall be as established in such resolutions of the council.
- (B) Parking Procedures: Parking procedures for tie down tenants will be as directed by the airport manager.
- (C) Landing Fees: There is hereby imposed on all owners and operators of aircraft landing at the McCall Municipal Airport, landing fees in the amount established from time to time by city council resolution. The council may in such resolution establish classes of aircraft and vary the fees according to class and extend exemptions to certain on airport lessees or on airport federal government agencies, if it so chooses.
- (D) Collection Of Landing Fees: The airport manager or designee shall collect such landing fees and remit them to the city treasurer who shall credit such fees to the airport fund.
- (E) Bulk Distributor Fuel Fee: A per gallon fee will be paid by the bulk distributor on all aircraft fuel delivered to any location at McCall Municipal Airport. The bulk distributor shall file a monthly report on an airport approved format of such deliveries. Payment of the fuel flowage fees shall accompany the report. The distributor shall pay to the city within thirty (30) days following the end of each calendar month, without demand or invoicing, the per gallon fee charges for the preceding month at the rate and in the amount then currently approved in the airport fee schedule. The distributor shall provide to the airport for calculation of per gallon fee charges a copy of its monthly fuel flowage report and the number of gallons delivered by the due date. The report and payment of fuel flowage fee must be received in the airport director's office on or before the delivered due date as described above. The current fuel flowage fee will be published and available at the airport manager's office.

(F) Self-Fuel Fee: The fuel flowage fee will be paid by aircraft owners who bring their own fuel onto the airport to "self-fuel". The aircraft owner may choose either to pay the fuel flowage fee for all of the fuel brought onto the airport, or else pay the nonbased rate of 1.5 times the current fuel flowage fee for all fuel actually pumped.

(G) Permits, Agreements, And Leases:

1. Commercial Activity: All commercial operators conducting activities of any type on McCall Municipal Airport property or using McCall Airport property as a base of operations, shall notify airport management of such activity by applying for an "airport business license". The licenses may be obtained at the airport manager's office and will be valid for three (3) years from the date of issuance. A charge will be assessed for this license, as set by the McCall city council. Activities approved by license, agreement, or lease shall be restricted to the activities specifically described in the license, agreement, or lease and any applicable minimum standards. Forms for such permits, agreements, and leases and copies of the airport minimum standards may be obtained from the airport manager's office.

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

2. Airport Fees, Rents, And Charges: It is the goal of the airport to be as self-supporting as possible, in accordance with FAA airport grant assurances. The system of rates and charges is developed to reflect fair compensation for the use of the facility by all users (see airport website for current rates).

3. Lease Assignments: If any of the noncommercial hangar land lessees propose a commercial operation, then they will be required to fill out a new lease application and have the commercial operation reviewed by the airport advisory committee and approved or denied by city council.

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

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

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

- (a) The name of the new owner including those authorized to execute documents if transferred to a corporation.
- (b) The address of the new owner.
- (c) The telephone number of the new owner.

- (d) An e-mail address if available for the new owner.
- (e) Two (2) contacts to assist in finding the owner if they move and the post office is no longer forwarding their mail.
- (f) The N number of the aircraft to be stored in the hangar.
- (g) If no aircraft is presently owned, a stated plan on when and how aircraft are to be stored in the hangar (e.g., a plan to build a homebuilt 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 the extension of the lease for the hangar does not interfere with future airport development.

6. Through the Fence (TTF) Agreements:

- (a) Proposals for future TTF activity must first be submitted to the Airport Manager and receive 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. An FAA environmental process is also required for all construction and demolition on the airport.
- (K) Removal And Impoundment Of Property: The airport manager, or his duly authorized representative, may remove from any area of the airport, including any leased premises, any aircraft, motor vehicle, or other property which causes or constitutes, or reasonably appears to cause or constitute, an imminent or immediate danger to the health or safety of the persons using the air terminal or a significant portion thereof. The expense

of such removal and any storage fees shall become a lien chargeable to the owner and/or operator of such aircraft, motor vehicle or other property.

(L) Abandoned/Derelict Aircraft: No person may abandon an aircraft on the airport, nor allow an aircraft parked on the airport, to become derelict or a hazard to other airport users. If the owner of an aircraft which appears to be abandoned or derelict cannot be contacted, a notice shall be placed on the aircraft stating that the aircraft must be moved from the parking ramp within six (6) weeks, or the aircraft will be impounded and removed. (Ord. 882, 11-4-2010)

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

- (A) Standards And Requirements: The standards and requirements set forth in the document entitled "Minimum Standards For Commercial Aeronautical Activities At The McCall Municipal Airport", as the same may be hereafter amended, is hereby ratified and adopted as the "minimum standards for commercial aeronautical activities at the McCall Municipal Airport", and as ratified and adopted shall be the standards and requirements governing the use of the McCall Municipal Airport by all commercial operators for all commercial operations.
- (B) Copies On File: Three (3) copies of said "Minimum Standards For Commercial Aeronautical Activities At the McCall Municipal Airport are on file in the office of the city clerk for inspection and examination. As such minimum standards are amended, as may be deemed necessary or desirable by the city council, three (3) copies of such amendments shall be placed on file with the city clerk for inspection and examination.
- (C) Hangars: Hangars are intended to be used primarily for aeronautical purposes.
 - 1. Each hangar owner shall annually report the N number of each aircraft stored in a hangar.
 - 2. A limited amount of personal property of the aircraft owner may be stored in the hangar, so long as the primary use of the hangar is for aircraft storage.
 - 3. The personal property of anyone other than the aircraft owner is not permitted to be stored in the hangar.
 - 4. Hangars may be rented for aircraft storage, and the airport must be notified of the N number of the aircraft being stored and of the contact information for the aircraft owner or primary user of the aircraft.

5. Hangars may be used for crew rest or use by air crews on standby or alert to fly.
 6. Crew rest is not intended as crew quarters for pilots beyond a twenty four (24) hour period.
 7. Hangars may not be used for any residential purpose.
 8. Hangars Proposed for Non-Aeronautical Use: The City will not approve any existing or proposed lease of aeronautical property including private hangars for non-aviation use for longer than a brief interim period of time generally, five or fewer years, and provided the activity does not violate FAA grant assurances. Such leases are also subject to FAA approval and the proposed Lessee obtaining all necessary zoning and other approvals from the City, and provided that the annual lease fee shall be set at 1.5 times the new lease rate for the property. Non-Aeronautical use of hangars may be considered for less than one year so long as the Lessee obtains the proper approvals from the FAA and the lease rate is adjusted for the period of non-aeronautical use. Using hangars for commercial or non-commercial storage of property of other than that of the hangar owner is considered to be a non-aeronautical use.
- (D) Nonexclusive Rights: Nothing herein contained shall be construed to grant otherwise or authorize the granting of an exclusive right, except as to the areas to be occupied by the permit holder, agreement holder, or lessee, which areas shall be for the permit holder, agreement holder, or lessee's exclusive use.
- (E) Environmental Compliance:
1. Stormwater: No person shall cause or allow nonallowable stormwater and non-stormwater discharges to be released to the stormwater system, or any hazardous material to be released to the storm sewer system except as specifically permitted under the clean water act (33 USC section 1251 et seq.).
 2. Washing of Aircraft: Aircraft shall not be washed on airport property in areas that eventually drain to the Payette River. Wastewater from aircraft washing operations shall be disposed only in accordance with all applicable local, state, and federal environmental rules and regulations.

3. Aircraft Repairs and Painting: Aircraft shall be stored and major repairs which would require a sign off by an A&P mechanic shall be made only on leased sites where specifically permitted. Aircraft repair work may be performed on ramps or aprons only with prior permission from the airport manager. Spray painting will only be conducted in facilities designated for this purpose. (Ord. 882, 11-4-2010)

Exhibit F
Airport Rates and Fees

Fuel Flowage Fees (per gallon)	\$.08
Seasonal Tie-Down Rates (per month)(25% discount for paying six months in advance)	
Single Engine and Small Twin, T-tie-down areas	\$50
Twin Tie-Down row	\$75
Jet Row	\$200
Aircraft Parking	
Piston single & light piston twin, less than 6,000 pounds (per night)	\$5.00
Piston single & light piston twin, 6,000-12,500 pounds (after 4 hours)	\$5.00
Turbine-powered single/twin (after four hours)	\$10.00
Jet less than 12,500 pounds (after 4 hours)	\$30.00
Jet 12,500 pounds and greater (after 4 hours)	\$45.00
New Land Leases (annually, per sq. ft. base year 2018 adjusts annually effective October 1 according the percentage increase of the Western Urban Consumer Price Index for the twelve calendar months prior and including the most recent month for which such an Index is available.)	
Covered	\$.30
Bare	\$.30
Landing Fees (per thousand pounds)max certificated gross takeoff weight	
less than 8,000 pounds	No charge
Based Aircraft 8,000 lbs.	\$1.10
Transient Group A,B,C, Category I & II greater 8,000 and greater	\$1.65
Category III and greater	\$2.75
all air ambulance and firefighting aircraft	No charge
Hangar Waiting List	\$500.00
Car Rental Fees (On airport and Picking up or dropping off at Airport)	10% of gross receipts
Lease Assignment Fee	Not to exceed \$1000 and not to exceed actual costs of personnel and expenses
Commercial Operator Permits not leasing from airport or subleasing from airport tenant	
Itinerant Commercial Operators	\$500.00 per year, landing fee @ \$1.65 credited against first \$500.00
FAR Part 137 Ag Operators, except fire fighters	\$500.00 per month

Scheduled Part 135 <10 seats	\$1,000.00 per year, landing fee @ \$1.65
Vehicle (non-aircraft) Parking	
Daily rate	\$5.00
Vehicle operator leasing from airport or subleasing or receiving services from airport tenant. Monthly rate paid in advance	\$25.00
Vehicle operator neither leasing from airport nor subleasing nor receiving services from airport tenant. Monthly rate paid in advance	\$50.00
Snow Removal from Leased Space	
Automatic removal option - Fee per sq. ft.	\$.01
As requested option, request received prior to 9am	\$.01/sq. ft. +\$10.00
As requested-expedited option	\$.015/sq. ft.

Fee Schedule as of October 1, 2017

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 20-147
Meeting Date May 21, 2020**

AGENDA ITEM INFORMATION

SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
Request to Approve T.O. Engineers Agreement for Construction Administration Services for AIP 3-16-0023-027-2020 - Taxiway Relocation Project		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
COST IMPACT:	\$466,419.03	Parks and Recreation		
FUNDING SOURCE:	100% Airport Improvement Program	Airport	RMS	Originator
		Library		
TIMELINE:	Draft project schedule is included on Page A-15 of the agreement.	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

T-O Engineers submitted a contract for the Taxiway Relocation Project’s construction administration services in the amount of \$466,419.03. An Independent Fee Review by WHPacific estimated the Fee (IFE) for the engineering costs at \$429,283.38. T-O Engineer’s fees are \$37,135.65 higher than the provided IFE. The difference is within Federal Aviation Administration (FAA) funding standards.

This agreement is for construction administration services. A similar contract for design services by the same company was presented to Council on January 9, 2020. The contract for those services came in far under the estimated IFE and called out the need to provide a future contract for construction services.

Attachments: T-O Engineers, Inc. Agreement for Construction Administration Services

RECOMMENDED ACTION:

Approve the T.O. Engineers Agreement for Construction Administration Services for AIP 3-16-0023-027-2020 - Taxiway Relocation Project and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION
January 9, 2020	AB 20-006 Request for Approval of the Agreement for Professional Services, T-O Engineers, Inc. – Taxiway Relocation Project

**T-O ENGINEERS, INC.
AGREEMENT FOR PROFESSIONAL SERVICES**

T-O Engineers, Inc. Project Number: 200141

Date: May 7, 2020

THIS AGREEMENT is between the **City of McCall, Idaho**, hereinafter referred to as "**Client**" and **T-O Engineers, Inc.**, an Idaho Corporation, hereinafter referred to as "**Consultant**". The Client and Consultant in consideration of their mutual covenants herein contract and agree as follows:

The Client intends to Relocate Parallel Taxiway A at the McCall Municipal Airport (Construction), hereinafter referred to as the "Project".

A) CLIENT INFORMATION AND RESPONSIBILITIES

1. The Client shall timely provide to Consultant a complete description of the Project including: Client's requirements for the Project, objectives and constraints, capacity and performance requirements, flexibility and expandability needs, any budgetary limitations, and all design and construction criteria which Client requires be incorporated into the Project.

2. Client shall timely provide to Consultant all associated or applicable project information including: data and documents prepared by others, soil and subsurface explorations, hydrologic information, laboratory tests, inspection reports, environmental assessments, title reports, records of survey, warranty deeds, and land use restrictions, all of which Consultant may use and rely upon, without liability, in performing services under this Agreement.

3. The Client shall timely obtain permission for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

B) SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide the following generally described services under this Agreement:

See attached Exhibit A, "Description of Project and Scope of Engineer's Professional Services for Improvements to McCall Municipal Airport AIP 3-16-0023-027-2020" generally referred to as the Scope of Work.

C) BASIS OF FEE AND BILLING SCHEDULE

The Client shall timely pay Consultant for services set forth and provided under this Agreement. Client shall timely pay Consultant for additional services authorized by written amendment to this Agreement. Fees shall be based on hourly charges and direct expenses during the performance of work described in the Scope of Work. Hourly charges shall be based on the hourly billing rates for employee classification as shown on the Consultant's Fee Schedule and detailed in the Labor Worksheet, attached as Exhibit B. Direct expenses are the sum of all expenditures attributable to the Project that are not labor charges, including subconsultant fees. Hourly and direct expense rates are subject to annual review and revision by Consultant.

1. Lump Sum

Phases 1 through 4 will be invoiced on a lump sum fee basis. The lump sum fee for services to be provided in Phases 1 through 4 is included in the Scope of Work attached as Exhibit A. The portion of the lump sum that is invoiced monthly will be based on Consultant's estimate of percentage of scope of work completed.

2. Estimated Fee

Fees for Phases 5 through 8 are estimated. The estimated total fee for services to be provided in Phases 5 through 8 is included in the scope of work attached as Exhibit A. Any fees described herein for services to be provided are only estimates, the final amount billed for this work shall include all time, at stated bill rates, plus all direct expenses.

TERMS AND CONDITIONS

1) GENERAL

- a. Consultant shall provide professional services for the Client on the Project described in this Agreement. These services shall be performed in accordance with generally accepted professional practices and standards of care and skill ordinarily used in Consultant's profession under similar circumstances. Consultant makes no warranty, either expressed or implied, as to performance of professional services.
- b. Consultant shall not be responsible for acts or omissions of any other party involved in the Project.
- c. Consultant has not been retained to supervise, direct or have control over the work of any construction contractor or their subcontractor or supplier, hereinafter referred to collectively as "Contractor". Consultant does not have authority over, or responsibility for: Contractor's means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident to the work of Contractor, or for any failure of Contractor to comply with applicable laws and regulations.
- d. Consultant can neither guarantee the performance of any Contractor nor assume responsibility for Contractor's failure to furnish and perform work in accordance with any construction contract documents or recommendations issued by Consultant.
- e. The Client understands and agrees that subsurface and soils characteristics may vary greatly between successive test points and sample intervals. Consultant makes no warranties, expressed or implied, as to the services or data furnished by professionals providing soils testing or geotechnical advice.

2) OPINIONS OF COST

- a. Consultant may be asked to provide opinions of probable construction or Project costs as part of the professional services under this Agreement. The Client understands and agrees that: Consultant has no control over the cost of labor or materials furnished by others or market conditions, Consultant's opinions of probable cost are based on Consultant's experience and judgment, Consultant does not guarantee or warrant that bids or estimates prepared by Contractors will not deviate from opinions of probable cost provided by Consultant, and Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

3) REUSE AND OWNERSHIP OF DOCUMENTS

- a. All work product including documents prepared by the Consultant under this Agreement are proprietary instruments of the Consultant's professional service and shall remain the sole property of the Consultant and no work product shall be used or reused by the Client other than for the construction, operation and maintenance of the Project, without specific prior written permission of Consultant.
- b. Client agrees that: authorized use of Consultant's work product on the Project is subject to full payment for Consultant's services related to preparation of the product, work product is not suitable for use on the Project unless completed by the Consultant for the specific purpose intended, and any other use of Consultant's work product by Client will be at Client's sole risk without liability of Consultant.
- c. The Client shall timely pay, assume, defend, indemnify and hold Consultant harmless from any claims, damages, losses and expenses, including attorney's fees, arising from unauthorized reuse of all work product prepared by Consultant.

4) GOVERNING LAW

- a. The laws of the State of Idaho shall govern the validity of this Agreement, its interpretation and performance, and all remedies for breach of contract or any other claims related to this Agreement.

5) SUCCESSORS AND ASSIGNS

- a. Client and Consultant are hereby bound, and their partners, successors, executors, administrators and legal representatives are likewise bound, to the other party to this Agreement, in respect of all covenants, agreements and obligations of this Agreement.
- b. Neither Client nor Consultant may assign or transfer any rights, duties or responsibilities under this Agreement without prior written consent of the other party.
- c. Nothing under this Agreement shall be construed to provide any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

6) TIMES OF PAYMENTS

- a.** Consultant shall submit monthly invoices for services rendered and for direct expenses incurred. Client shall timely make monthly payments. Invoices are due and payable within thirty (30) days of the date of the invoice.
- b.** All account balances not paid in full within thirty (30) days of the date when first invoiced are overdue and subject to interest at the rate of twelve (12) percent (%) per annum compounded monthly from the date when first invoiced until paid in full. Any payments received shall be credited first to accrued interest and then to principal.
- c.** All fees and costs incurred by Consultant to collect overdue account balances shall be added to the account balance.

7) SUSPENSION OR TERMINATION

- a.** Consultant may, at its sole discretion, after giving seven (7) days written notice to Client, suspend or terminate service if undisputed charges are not paid within forty-five (45) days of receipt of Consultant's invoice and Client hereby waives any claim against Consultant, and shall timely pay, assume, defend, indemnify, and hold Consultant harmless from and against any claims arising from Consultant's suspension or termination of services due to Client's failure to make timely payment.
- b.** Any charges in dispute shall be called to Consultant's attention, in writing, within ten (10) days of receipt of Consultant's invoice, and Client and Consultant shall work together in good faith to resolve any such disputes. If Client and Consultant are unable to resolve said disputes within twenty (20) days, Consultant may suspend or terminate service.
- c.** The obligation to perform under this Agreement may be terminated by either party upon thirty (30) days written notice. Such termination shall be based upon substantial lack of performance by the other party under the Terms and Conditions of this Agreement.
- d.** Consultant may terminate services under this agreement upon seven (7) days written notice if Client requires or demands that Consultant perform services in conflict with Consultant's professional responsibilities and Client hereby waives any and all claims against Consultant for such termination.
- e.** If this Agreement is terminated by either party, Consultant shall be timely paid for services rendered and for direct expenses incurred to the date of such termination plus close-out or suspension costs including but not limited to document management, rescheduling or re-assignment of personnel, and documentation as to status of work tasks.

8) RISK ALLOCATION AND REMEDY

- a.** Client and Consultant hereby contract and agree that any and all demands, mediation, arbitration, or lawsuits brought to enforce this Service Agreement shall be brought only against the parties hereto and shall not be brought individually against any shareholders, members, employees, directors, officers, partners, or agents of either of the parties to this Service Agreement. Client and Consultant further contract and agree that no rights, claims, or benefits shall arise or accrue to any party or entity not an express party to this Service Agreement, without the express written consent of both of the parties hereto.

9) HAZARDOUS ENVIRONMENTAL CONDITIONS OR MATERIALS

- a.** Consultant's services exclude any services related to hazardous materials or a hazardous environmental condition, including hazardous materials as defined by federal, state and local law. Discovery of hazardous materials after the date of execution of this Agreement mandates renegotiation of Consultant's scope of work or suspension or termination of services.
- b.** The Client hereby waives any claim against Consultant, and shall timely pay, assume, defend, indemnify, and hold Consultant harmless from any claim or liability for injury, loss, damages or expenses arising from hazardous materials.

10) DISPUTE RESOLUTION

- a.** All claims or disputes arising out of this Agreement shall first be addressed through non-binding mediation and no litigation or arbitration shall occur unless said mediation is unsuccessful in resolving any such claims or disputes.

11) RECOVERY OF DISPUTE RESOLUTION COSTS

a. In the event that legal action is brought by either party against the other, the prevailing party shall be timely reimbursed by the other party for the prevailing party's legal costs, in addition to whatever other judgments or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses.

12) EXTENT OF AGREEMENT AND AMENDMENTS

a. This Agreement, including any attachments and the Terms and Conditions, represents the entire agreement between the Client and Consultant and supersedes all prior negotiations, representations or agreements, written or oral.

b. Client may furnish to Consultant a signed copy of this Agreement by scanned or facsimile media and Consultant may rely upon the authority of such media.

c. A signed Agreement constitutes a notice to proceed in the absence of any written directive otherwise from Client.

d. This Agreement may be amended only by written instrument duly executed by both Client and Consultant. For purposes of signatures on any amendments, Client and Consultant agree that e-mail directives, or scanned or faxed signatures are acceptable and that each party may rely upon the authority of such communications.

The following Terms 13 through 28 are federally mandated contract provisions. These provisions are included, as it is anticipated federal funds will be used for Project(s) covered by this agreement.

13) ACCESS TO RECORDS AND REPORTS

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Client, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

14) BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Client will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Client reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Client elects to terminate the contract. The Client's notice will identify a specific date by which the Consultant must correct the breach. Client may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Client's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

15) GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

16) CIVIL RIGHTS - TITLE VI CLAUSES

Compliance with nondiscrimination requirements:

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the

Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the

Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and consultants, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

17) CLEAN AIR AND WATER POLLUTION CONTROL

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the Client immediately upon discovery. The Client assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

18) CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

19) DEBARMENT AND SUSPENSION

Certification of Consultant Regarding Debarment

By submitting a bid/proposal under this solicitation, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Consultants Regarding Debarment

The Consultant, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate of Consultant Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

20) DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) – The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DGT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Client. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Client. This clause applies to both DBE and non-DBE subcontractors.

21) TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

22) ENERGY CONSERVATION REQUIREMENTS

Consultant and Subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq.).

23) FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor — Wage and Hour Division.

24) CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25) OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

26) SEISMIC SAFETY

The Consultant agrees to ensure that all work performed under this contract, including work performed by subconsultants, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

27) CERTIFICATION OF CONSULTANT REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

28) TERMINATION OF CONTRACT

Termination for Convenience (Professional Services)

The Client may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Client, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Client all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this contract, whether complete or partially complete.

Client agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Client further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than one hundred eighty [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

29) TRADE RESTRICTION CERTIFICATION)

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that

discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.
This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

30) VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

End of federally mandated contract provisions.

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

CLIENT: City of McCall, Idaho
ADDRESS: 216 E. Park Street
McCall, Idaho 83638

T-O Engineers, Inc.
2471 S. Titanium Place
Meridian, Idaho 83642

BY: Robert Giles

BY: Patrick Colwell

TITLE: Mayor

TITLE: Principal

SIGNATURE: _____

SIGNATURE:  _____

DATE: _____

DATE: 5/7/20 _____

EXHIBIT A

DESCRIPTION OF PROJECT AND SCOPE OF ENGINEER'S PROFESSIONAL SERVICES FOR IMPROVEMENTS TO McCall MUNICIPAL AIRPORT AIP 3-16-0023-027-2020

PROJECT DESCRIPTION

The City of McCall, Idaho, Owner of the McCall Municipal Airport, intends to complete a project to relocate Parallel Taxiway A. The current runway to parallel taxiway separation at this airport is 200 feet and does not meet FAA design criteria for a B-II airport. A recent pre-design study determined that a 300-foot separation from Runway 16-34 to Parallel Taxiway A is justified. The current airport master plan identifies relocation of Parallel Taxiway A as a high-priority safety project. Existing aprons and taxiways will be reconfigured for compatibility with the relocated parallel taxiway.

The attached Exhibit 1 shows the proposed project improvements. This project will be entirely funded through a Supplemental Discretionary grant issued by Federal Aviation Administration (FAA) Airport Improvement Program (AIP). The FAA project number is anticipated to be AIP 3-16-0023-027-2020. The total project cost (consultant services and construction) will not exceed \$10,708,000.

This scope of services is for construction administration only. Design services were completed under a previous Professional Services Agreement. Professional services related to construction administration are anticipated to include the following:

- Construction Administration and Observation
- Quality Assurance Services
- Grant Administration
- Project Closeout
- Coordination during construction with the City of McCall and the FAA.

DESCRIPTION OF PROJECT IMPROVEMENTS:

The primary goal of this project is the relocation of Parallel Taxiway A to provide runway to parallel taxiway separation that meets current FAA design standards. To accomplish this goal, Parallel Taxiway A will be relocated from its current 200-foot offset to a 300-foot offset from Runway 16-34. The General Aviation Apron will be reconfigured and rehabilitated to replace aircraft tie-down and parking spaces lost due to relocation of Parallel Taxiway A. Connecting Taxiways A-1, A-2, A-3 and A-5 will be reconstructed where they join the relocated parallel taxiway. Hangar Taxiways A, B and C will also be extended to join the relocated parallel taxiway. Additionally, the segmented circle and wind cone will be replaced during this project.

SECTION 1 – SCOPE OF SERVICES

Professional services required to accomplish the Project are anticipated to include the following activities:

PHASE 1 - ADMINISTRATION

The following work tasks shall be considered required contract administration. During the course of the Project the following general administrative services shall be provided.

- 1.1 Discuss the scope, budget and approach to project with the OWNER and FAA. Determine the elements to be included in the project and the overall project approach. It is anticipated this coordination will take place via teleconference.
- 1.2 Prepare a detailed Scope of Work narrative. After review with OWNER and FAA, finalize the scope narrative and prepare blank work task versus hourly fee forms for the OWNER's use in obtaining an Independent Fee Estimate (IFE).
- 1.3 Prepare a detailed cost proposal based on estimate of professional personnel service hours and hourly rates required to accomplish the construction administration work.
- 1.4 Prepare an Agreement for Professional Services for submittal and review by the OWNER. This Agreement shall be comprehensive in description of services and responsibilities of contract parties and shall include a detailed cost proposal for professional services, subconsultant fees and reimbursable expenses.
- 1.5 Coordinate as needed with the OWNER's Independent Fee Estimate (IFE) consultant to provide additional information, answer questions about the project scope, etc. Coordinate with OWNER after the IFE is complete to evaluate the fee proposal and negotiate, as needed. One teleconference is anticipated to describe and discuss the project scope.
- 1.6 Advise and coordinate with OWNER regarding compliance documentation, FAA procedural requirements and general guidance through the Phase 1 tasks. This task also includes coordination with FAA during Phase 1.
- 1.7 Project management and administration to include monthly cost accounting and budget analysis, invoicing and monitoring of project progress. Total estimated duration from contract formulation through project closeout is approximately eight (8) months.

PHASE 2 – PLANNING AND FORMULATION

Project planning and formulation tasks are not included in this scope of work.

PHASE 3 – PRELIMINARY DESIGN

Preliminary design tasks are not included in this scope of work.

PHASE 4 – FINAL DESIGN

Final design tasks are not included in this scope of work.

PHASE 5 - BIDDING

Bidding is not included in this scope of work.

PHASE 6 – CONSTRUCTION

During the construction phase, the ENGINEER shall administer all aspects of the construction contract over which the ENGINEER can be expected to have realistic control in order to assist the OWNER in monitoring and documenting the construction process for design compliance, quality assurance, and cost control. This scope (and related fees) shall reflect the anticipated schedule, including allowances for overtime, additional staff, etc. Construction phase services shall more specifically include the following tasks:

- 6.1 Provide pre-construction coordination; prepare a detailed Pre-Construction Conference agenda and displays; conduct a Pre-Construction Conference on behalf of the OWNER in McCall, Idaho and prepare and issue minutes of the Pre-Construction Conference; advise the FAA of Pre-Construction Conference dates and include FAA items in conference agenda. Complete FAA Pre-Construction conference checklist.
- 6.2 Prepare a Construction Management Plan in accordance with FAA guidelines. Clarify specification and document submittal requirements. Include Contractor's Quality Control Plan. Submit final document to FAA.
- 6.3 Review, comment and process Contractor's material submittals, particularly Work Schedule, Operational Safety Plan and Quality Control Plan. Assist Contractor as required clarifying specification requirements and documenting submittal requirements. Coordinate construction activity schedule with OWNER.
- 6.4 Organize and conduct weekly construction meetings with OWNER, Contractor and others as appropriate. Contractors schedule review and work progress will be discussed at all meetings. The Resident Project Representative will hold these meetings on or near the construction site at the airport. Project Engineer or Project Manager will also attend weekly meetings. Assemble and distribute meeting notes

to participants. Weekly meetings also include time for the PM or Project Engineer to review the project site, construction work, and have an additional meeting with the Airport Manager to discuss the status of the project.

- 6.5 Provide one full-time experienced Resident Project Representative and one half-time Inspector to monitor and document construction activities, conformance with schedules, plans and specifications; review and document construction quantities; document significant conversations, situations, events or changed conditions; document input or visits from local authorities and officials; prepare and submit routine inspection reports; and maintain a project diary. **Anticipate 84 working days** on-site during construction.
- 6.6 Provide office administration support and assistance to the Resident Project Representative with senior design management or other personnel as field activities may require. Discuss the progress of the project with the RPR and/or the Contractor as needed each day to handle Requests For additional Information (RFI), interpretation of the plans and specifications, and general project coordination on a daily basis.
- 6.7 Review and approve Contractor monthly Pay Requests. Review quantities and submit approved pay requests to the OWNER for approval and payment. Assist with FAA Request For Reimbursement submittal packages.
- 6.8 Monitor and coordinate Contractor Quality Control Program pursuant to current FAA specifications for Quality Control and Quality Assurance. This will include all required Quality Assurance testing, to be performed by a qualified testing laboratory. Review reports, track QC & QA testing frequencies, and coordinate with field personnel. See Appendix A for QA testing subconsultant fees.
- 6.9 Conduct Substantial Completion and Final Completion inspections with the OWNER and Contractor. Advise and coordinate with FAA of inspection dates. Produce substantial and final completion inspection certificates and document "punch list" items. It is assumed that the Project Manager and/or the Project Engineer will attend the Substantial Completion and Final Completion inspections at the McCall Municipal Airport.
- 6.10 Assist OWNER with review of Contractor Wage and EEO documentation review. Review Contractor and subcontractor payrolls, coordinate deficiencies with Contractor, track, and submit info the Airport at end of project.
- 6.11 Coordinate with OWNER and FAA throughout the construction process (18+ weeks). Submit required construction documentation, including weekly activity report forms, mix designs, justifications for intermediate change orders, etc. Two (2) intermediate Change Orders are estimated for these purposes. Coordinate with OWNER and FAA verbally concerning change orders, as required.
- 6.12 Travel time for ENGINEER personnel associated with tasks listed in Phase 2. It is anticipated that the Project Manager will make 20 trips and the Inspector will make 10 trips, and the Resident Engineer will make 18 trips to McCall during Phase 2.

PHASE 7 – CLOSEOUT/DOCUMENTATION

The Closeout Phase shall consist of project closeout and documentation services. Closeout phase services shall include the following tasks:

- 7.1 Prepare As-Constructed Revisions to Design and Construction Drawings for project improvements. Provide OWNER with one set of prints of Record Drawings. Provide OWNER with copies of Record Drawings including two electronic copies, one for the OWNER and one to be submitted to the FAA.
- 7.2 Prepare an As-Constructed Airport Layout Plan (ALP) to document improvements. The As-Constructed ALP drawing(s) shall also identify other Airport improvements or changes that have occurred at the Airport but are not included in the existing ALP. The OWNER will provide this information for inclusion in the set of ALP drawings
- 7.3 Document the Project work and accomplishments in a Final Construction Report in accordance with FAA guidelines.
- 7.4 Coordinate with Contractors on OWNER's behalf to obtain lien releases from subcontractors and prime Contractors in preparation to making final payment.

PHASE 8 – ADDITIONAL SERVICES

ENGINEER shall provide the following services as Additional Services to basic services required under Phases 1 through 7.

- 8.1 AIP Grant Administration Related Services for an anticipated duration of 8 months:
 - 8.1.1 Prepare an Application for Federal Assistance for the FAA/AIP portion of the project to be submitted by the OWNER.
 - 8.1.2 Assist the OWNER in preparation and processing of required sponsor certifications for submittal to FAA: “Project Plans and Specifications”, “Equipment/Construction Contracts”, and “Construction Project Final Acceptance”. The “Sponsor Certification for Selection of Consultants” will serve as Sponsors certification of qualified personnel to perform the work.
 - 8.1.3 Coordination and communications with OWNER and FAA relating to grant fund availability and scheduling.
 - 8.1.4 Assist OWNER in preparation of periodic project requests for reimbursements via the FAA Delphi eInvoicing system. OWNER will be responsible for actual data entry into the eInvoicing system.
 - 8.1.5 Complete FAA quarterly reporting on status of project and expenditure of grant funds.
 - 8.1.6 Complete FAA annual reporting. Complete FAA forms 424 and 271.
- 8.2 Provide the following services related to Federal Disadvantaged Business Enterprise requirements (DBE).
 - 8.2.1 The DBE Program for the City of McCall must be updated and approved by FAA in year 2021. This task includes updating and obtaining FAA approval of the DBE Program.
 - 8.2.2 The DBE Goals for the City of McCall must be established and approved by FAA in year 2021. This task includes establishing and obtaining FAA approval of the DBE Goals.
 - 8.2.3 Complete the “Uniform Report of DBE Awards or Commitments and Payments” including contract award amount or contractor/engineer’s commitment and actual resulting payment to DBE’s.
- 8.3 Provide a field survey to check the accuracy of the existing control point monuments adjacent to Runway 16-34 at the McCall Municipal Airport. ENGINEER’s surveyor will check control points prior to start of construction. It is anticipated that airfield snow removal operations have disturbed survey control points.

- 8.4 Prepare Final Contract Change Order/Supplemental Agreements. All services associated with evaluation, negotiation, preparation and processing of Contract Change Orders or Supplemental Agreements are an Additional Service. Personnel service hour estimates, and costs are to be based on normal construction events as experienced by the ENGINEER for projects of this type and size.
- 8.5 Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit.
- 8.6 Prepare a Storm Water Pollution Prevention Plan (SWPPP) to be filed at the project and a Notice of Intent (NOI) for Submittal to the Department of Environmental Quality (DEQ). SWPPP will be assembled in a format as required by the National Pollutant Discharge System (NPDES) permits. The SWPPP plan will include, planning and organization statements, an individual assessment of the project site, best management practice identification, how the plan would be implemented, and a plan for evaluation and monitoring the requirements of the permit.

SECTION 2 - OWNER'S RESPONSIBILITIES

OWNER shall assume the following responsibilities and provide the following support to Engineer.

OWNER's Designated Representative

- The OWNER 's designated representative shall be Richard Stein, Airport Manager, who with assistance from other members of the City staff, shall assist in processing Interim contractor Pay Requests, Requests for Reimbursements, contract Work Directive Changes and Change Orders, and authorize other Additional Services of ENGINEER as may be required during the course of the project. The OWNER's designated representative shall coordinate directly and routinely with City of McCall for the purpose of document processing, authorization of changes and project updates.

OWNER's Requirements

- The Designated Representative shall advise ENGINEER as to the project budget and site-specific design requirements during the Planning and Study phases of the project. The Designated Representative shall also act as a liaison with the Airport Commission and airport users to seek additional input as appropriate during planning and design development.
- OWNER's Designated Representative shall assist in coordination and development of an Operation and Safety Plan. Work to include coordination and meeting(s) with Engineer and airport users as necessary.
- Designate an individual to serve as the OWNER's DBE Compliance and Labor and Wage Administrator.
- The OWNER shall determine the low responsive bidder(s) for purpose of award of the contract(s) and direct the Engineer to prepare Notice of Award and other contract documents for delivery to the selected bidder(s). OWNER shall also make all decisions relating to determinations of a Bidder's "Good Faith Efforts: in complying with DBE construction goals.

On-Site OWNER Representation

- Attend the Pre-Design Conference, Pre-Bid Conference, Bid Opening, Pre-Construction Conference, weekly construction progress and other job-related meetings as requested, and Substantial and Final Completion or payment inspections.
- Designate a Project Safety Officer to act as the OWNER's representative in matters relating to airport operations and operational safety during the course of construction with authority as follows:

Conduct of Operations: The OWNER shall designate an individual knowledgeable in the standards and procedures for conduct of Airport Operations to act as the

OWNER's representative on matters relating to the actions of the Contractor, Engineer, Utility Companies, Airport Users and others, who may be directly or indirectly involved in or impacted by the performance of the Work, as such actions may impact the routine operation of the Airport. This individual shall be designated as the "Airport Safety Officer" and shall work under the supervision of the Designated Representative. The Airport Safety Officer's responsibilities shall in no way supersede, limit or remove the responsibility of the Contractor for conduct of operations as are typically set forth in the General Conditions of the Construction Contract.

The OWNER agrees to provide personnel to assist with control of aircraft movements that may occur in the vicinity of the Work, or potentially be impacted by the Work. Such assigned personnel shall perform work under the direction of the Safety Officer.

- Assist in location and identification of existing utilities in the vicinity of proposed project improvements. Identify subsurface conditions that OWNER may be aware of which could impact project design and/or construction cost.
- Review progress documents or alternatives information and respond to Engineer in a timely manner when additional direction is required.
- Issue NOTAMS and provide all necessary coordination with FAA personnel relative to Airport Operations Area (AOA) closures, impacts to FAA navigational aids, and similar activities.

SECTION 3 - DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract documents and in particular the specific limitations set forth in Paragraph 1.6 of the Agreement are applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. *Schedules*: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. *Conferences and Meetings*: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Liaison*:
 - a. Serve as ENGINEER'S liaison with CONTRACTOR and assist ENGINEER in serving as OWNER'S liaison with CONTRACTOR when CONTRACTOR'S operations affect OWNER'S on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. *Shop Drawings and Samples*:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
 - c. Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and the CONTRACTOR maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. *Modifications:* Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR'S recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. *Records:*
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or change conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, address, and telephone numbers of all CONTRACTORS, subcontractors, and major suppliers of materials and equipment.
9. *Reports:*
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive

Changes, and Field Orders.

- d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. *Payment Requests*: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. *Certificates, Maintenance and Operation Manuals*: During the course of the Work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. *Completion*:
 - a. Before ENGINEER issues a Certificate of Substantial Completions, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors, or CONTRACTOR'S superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SECTION 4 - PROJECT SCHEDULE

The following schedule summarizes the OWNER's desired target completion dates for significant Project task.

ACTIVITY	TARGET COMPLETION
Submit Proposed Contract and Fees to Owner	March 20, 2020
Final Professional Services Agreement to Owner	April 10, 2020
Final Grant Application Submittal to Owner	April 15, 2020
Execute Grant Offer	April 30, 2020
Award Project	May 2020
Construction (Runway Extension)	July-November 2020
Project Closeout	February 2021

Note: Construction completion and commencements are weather dependent.

SECTION 5.0 - FEES FOR SERVICES AND BASIS FOR REIMBURSEMENT

5.1 Basis of Fees:

5.1.1 Basic Services provided under Section 1, Phases 1-4 of Exhibit A.

5.1.1.1 Construction services provided under Section 1, Phases 1-4 shall be performed on a "Prevailing Rates Basis", in accordance with the fee schedule provided in Exhibit C to this Agreement.

5.1.2 Additional services provided under Section 2 of Exhibit A shall be performed on a "Prevailing Rates Basis".

5.1.3 Independent Professional Associates and Engineers' fees and reimbursable expenses shall be in addition to Basic and Additional Services Fees identified in Paragraph 5.2.1 below. Estimates are provided in Paragraph 5.2.2 below.

5.2 Fees for Services. The Fees established below are supported by the man-hour and cost analysis provided in Exhibit D.

5.2.1 Professional Services - T-O Engineers, Inc. Personnel

5.2.1.1 Fee for services provided under Contract Section 1, Phases 1, 2, 3, and 4.
LUMP SUM = \$ 31,044.04

5.2.1.2 Estimated fee for services provided under Contract Section 1, Phases 5, 6, and 7 and Contract Section 2, Phase 8.
ESTIMATED PREVAILING RATES BASIS FEE = \$ 352,330.49

5.2.2 Subconsultant Fees

5.2.2.1 Fee for Subconsultant services provided under Contract Section 1, Phases 1, 2, 3, and 4.
ESTIMATED FEE = \$ 0.00

5.2.2.2 Estimated fee for Subconsultant services provided under Contract Section 1, Phases 5, 6, and 7 and Contract Section 2, Phase 8.
ESTIMATED FEE = \$ 43,250.00

5.2.3 Reimbursable Expenses:

5.2.3.1 Contract Section 1, Phases 1, 2, 3, and 4.
ESTIMATED AMOUNT = \$ 2,362.00

5.2.3.2 Contract Section 1, Phases 5, 6, 7 and 8.
ESTIMATED AMOUNT = \$ 37,432.50

5.2.4 Fee Summary:

Section 1 & 2 (5.2.1. + 5.2.2. + 5.2.3.) ESTIMATED TOTAL = \$ 466,419.03

5.3 Adjustment of Fees:

5.3.1 It is agreed that the fees identified in 5.2 above are subject to adjustment should the Scope of Services change; should work effort required to accomplish a task significantly increase through no fault of the engineer; and/or the time span over which services are provided be significantly extended through circumstances not under the control of the ENGINEER during the progress of work.

5.3.2 It is further understood and agreed that the distribution of work and hence fees between the ENGINEER and subconsultants during the performance of work may vary from the assumptions which form the basis of estimates provided in Exhibit D, and also that the cost for subconsultant services and reimbursable expenses may vary from estimates contained herein.

5.4 Requests for Fee Adjustment:

5.4.1 Requests for adjustment of fees identified in paragraph 5.2 are subject to the approval of the OWNER and the Federal Aviation Administration (FAA). The OWNER agrees to not withhold approval of requests for fee adjustments that are agreed to by the FAA or which have been included in calculation of the FAA-AIP Grant amount awarded to the OWNER.

5.4.2 It is agreed that the ENGINEER shall only be required to request an adjustment of fees in the event total Basic Services fees for the Construction and Operational phases (Phases 5 through 7); or if total estimated Additional Services fees (Phase 8) exceed total pre-approved maximum amounts for each of the respective subtotals for Phase 1 through 4, Phase 5 through 7, or Phase 8.

APPENDIX A – QA TESTING SUBCONSULTANT FEES



PRELIMINARY FEE ESTIMATE
McCall Municipal Airport-Relocate Parallel Taxiway
A
AIP 3-16-0023-027-2020
BOP20084
Project Manager: Scott Cron

	Quantity	Unit	@	Rate	Totals
P-401					
Lab Professional	120.00	hours	@	\$100.00	\$12,000.00
<i>Estimated based on 15 days of 12 hours each</i>					
Lab Professional - Overtime	60.00	hours	@	\$150.00	\$9,000.00
Per Diem & Lodging	15.00	each	@	\$175.00	\$2,625.00
Trip Charge	6.00	each	@	\$225.00	\$1,350.00
<i>1 way trip charge</i>					
ESTIMATED FEE:					\$24,975.00
P-610 PC Concrete					
Field Professional	9.00	hours	@	\$75.00	\$675.00
<i>Concrete Testing based on 6 tests and 1.5 hours per test</i>					
Field Professional - Overtime	0.00	hours	@	\$98.00	\$0.00
Field Professional	6.00	hours	@	\$75.00	\$450.00
<i>Obtain/Transport Samples</i>					
Compressive Strength - Cylinder	30.00	each	@	\$25.00	\$750.00
Trip Charge	24.00	each	@	\$225.00	\$5,400.00
<i>1 way trip charge</i>					
ESTIMATED FEE:					\$7,275.00
Project Administration					
Project Manager	25.00	hours	@	\$120.00	\$3,000.00
Project Administrator	10.00	hours	@	\$55.00	\$550.00
Mobile Laboratory - Month	1.00	each	@	\$3,300.00	\$3,300.00
Mobile Laboratory - Mobilization	1.00	each	@	\$2,800.00	\$2,800.00
Trip Charge	6.00	each	@	\$225.00	\$1,350.00
ESTIMATED FEE:					\$11,000.00
Total Preliminary Fee Estimate:					\$43,250.00

TASKS 1-4 SUMMARY (LUMP SUM)

1. Personnel Costs

Classification	Title	Hours	Rate/Hour	Cost
PR	Principal	14	\$69.75	\$976.50
PM	Project Manager	154	\$52.97	\$8,157.38
PE	Project Engineer	0	\$45.84	\$0.00
DE	Design Engineer	20	\$35.77	\$715.40
EI	Engineer in Training	0	\$31.47	\$0.00
Admin.	Administrative	30	\$23.18	\$695.40
Prime Labor Costs				\$10,659.30
Overhead				\$13,220.73
Profit				\$7,164.01
Total Labor				\$31,044.04

2. Subconsultant Fees

Description	Cost
Assumption of Risk 0%	\$0.00
Subtotal, Subconsultant Fees:	\$0.00

3. Reimbursable Expenses

Description	Quantity	Unit Cost	Cost
Vehicle Travel (Per Mile)	1760	\$0.575	\$1,012.00
CADD Software (Per Hour)	10	\$10.00	\$100.00
Document Reproduction (Lump Sum)	1	\$1,000.00	\$1,000.00
Postage, Phone (Lump Sum)	1	\$250.00	\$250.00
Subtotal, Reimbursable Expenses			\$2,362.00

TASKS 1-4 TOTAL FEE (1+2+3) \$33,406.04

TASKS 5-8 SUMMARY (TIME AND MATERIALS)

4. Personnel Costs

Classification	Title	Hours	Rate/Hour	Cost
PR	Principal	1	\$69.75	\$69.75
PM	Project Manager	612	\$52.97	\$32,417.64
PE	Project Engineer	54	\$45.84	\$2,475.36
DE	Design Engineer	374	\$35.77	\$13,377.98
EI	Engineer in Training	66	\$31.47	\$2,077.02
INSP	Inspector	672	\$38.42	\$25,818.24
RE	Resident Engineer	1002	\$41.40	\$41,482.80
SM	Survey Manager	4	\$57.31	\$229.24
SURV	Suveryor	12	\$37.95	\$455.40
Admin.	Administrative	111	\$23.18	\$2,572.98
Prime Labor Costs				\$120,976.41
Overhead				\$150,047.04
Profit				\$81,307.04
Total Labor				\$352,330.49

5. Subconsultant Fees

Description	Cost
Quality Assurance Testing (STRATA)	\$43,250.00
	\$0.00
Assumption of Risk 0%	\$0.00
Subtotal, Subconsultant Fees:	\$43,250.00

6. Reimbursable Expenses

Description	Quantity	Unit Cost	Cost
Vehicle Travel (Per Mile)	9500	\$0.575	\$5,462.50
Lodging (Per Night)	118	\$170.00	\$20,060.00
Per Diem	98	\$55.00	\$5,390.00
Computer - CADD (Per Hour)	50	\$10.00	\$500.00
Survey Equipment (Per Hour)	8	\$65.00	\$520.00
Document Reproduction (Lump Sum)	1	\$4,000.00	\$4,000.00
Phone, Postage, Misc. (Lump Sum)	1	\$1,500.00	\$1,500.00
Subtotal, Reimbursable Expenses			\$37,432.50

TASKS 5-8 TOTAL FEE (4+5+6) \$433,012.99

TASKS 1-8 TOTAL FEE \$466,419.03

LABOR CLASSIFICATION	PR	PM	PE	DE	EI	INSP	RE	SM	SURV	Admin.	Total Hours	Task Total
LABOR RATE	\$69.75	\$52.97	\$45.84	\$35.77	\$31.47	\$38.42	\$41.40	\$57.31	\$37.95	\$23.18		
TASK 1 - ADMINISTRATION												
1.1 Project Formulation	2	8									10	\$ 563.26
1.2 Scope of Work	1	8						1		2	12	\$ 597.18
1.3 Cost Proposal	1	8						1		1	11	\$ 574.00
1.4 Agreement for Professional Services	2	4								1	7	\$ 374.56
1.5 Coordinate Independent Fee Estimate		2									2	\$ 105.94
1.6 Advise and Coordinate with Owner and FAA*		64								8	72	\$ 3,575.52
1.7 Project Management and Administration	8	60		20						18	106	\$ 4,868.84
Subtotal, Task 1	14	154	0	20	0	0	0	2	0	30	220	\$ 10,659.30
TASK 2 - PLANNING AND FORMULATION (NOT INCLUDED)												
Subtotal, Task 2	0	0	0	0	0	0	0	0	0	0	0	\$ -
TASK 3 - PRELIMINARY DESIGN (NOT INCLUDED)												
Subtotal, Task 3	0	0	0	0	0	0	0	0	0	0	0	\$ -
TASK 4 - FINAL DESIGN (NOT INCLUDED)												
Subtotal, Task 4	0	0	0	0	0	0	0	0	0	0	0	\$ -
SUTOTAL TASKS 1-4 (LUMP SUM)	14	154	0	20	0	0	0	2	0	30	220	\$ 10,659.30

LABOR CLASSIFICATION	PR	PM	PE	DE	EI	INSP	RE	SM	SURV	Admin.	Total Hours	Task Total
LABOR RATE	\$69.75	\$52.97	\$45.84	\$35.77	\$31.47	\$38.42	\$41.40	\$57.31	\$37.95	\$23.18		
TASK 5 - BIDDING AND CONTRACT AWARD (NOT INCLUDED)												
Subtotal, Task 5	0	0	0	0	0	0	0	0	0	0	0	\$ -
TASK 6 - CONSTRUCTION												
6.1 Pre-Construction Coordination*		20		18						6	44	\$ 1,842.34
6.2 Construction Management Plan		8		18							26	\$ 1,067.62
6.3 Contractor QC Plan/Schedule/Submittals		16		40			50			12	118	\$ 4,626.48
6.4 Weekly Construction Meetings*		20		48							68	\$ 2,776.36
6.5 On-Site Observation (84 working days)*		108				440	850				1398	\$ 57,815.56
6.6 Construction Administration (office)		140		80						10	230	\$ 10,509.20
6.7 Process Pay Requests		12		24						24	60	\$ 2,050.44
6.8 Quality Control Program		10				20					30	\$ 1,298.10
6.9 Substantial/Final Completion Inspections*		12		12							24	\$ 1,064.88
6.10 Wage/EEO Documentation Review		20				54					74	\$ 3,134.08
6.11 FAA/Owner Coordination		44		30	6	10					90	\$ 3,976.80
6.12 Travel Time - Phase 6		100				50	90				240	\$ 10,944.00
Subtotal, Task 6	0	510	0	270	6	574	990	0	0	52	2402	\$ 101,105.86
TASK 7 - CLOSEOUT DOCUMENTATION												
7.1 As-Constructed Plans		2		16	20	12					50	\$ 1,768.70
7.2 Update ALP		4		10	28	16					58	\$ 2,065.46
7.3 Final Construction Report		8		20		52					80	\$ 3,137.00
7.4 Closeout Support/Documents/Lein Releases		8				18				4	30	\$ 1,208.04
Subtotal, Task 7	0	22	0	46	48	98	0	0	0	4	218	\$ 8,179.20

LABOR CLASSIFICATION	PR	PM	PE	DE	EI	INSP	RE	SM	SURV	Admin.	Total Hours	Task Total
LABOR RATE	\$69.75	\$52.97	\$45.84	\$35.77	\$31.47	\$38.42	\$41.40	\$57.31	\$37.95	\$23.18		
TASK 8 - ADDITIONAL SERVICES												
8.1 FAA AIP Grant Administration Related Services												
8.1.1 Prepare FAA Grant Application (Construction)		6		12						4	22	\$ 839.78
8.1.2 Prepare FAA Sponsor Certifications		4								2	6	\$ 258.24
8.1.3 Coordinate with Sponsor and FAA		8		4							12	\$ 566.84
8.1.4 Federal eInvoicing Prep and Assistance		18								32	50	\$ 1,695.22
8.1.5 FAA Quarterly Progress Reporting		8		12						4	24	\$ 945.72
8.1.6 FAA Annual Progress Reporting		10								10	20	\$ 761.50
8.2 Disadvantaged Business Enterprise Services												
8.2.1 DBE Program		3	26								29	\$ 1,350.75
8.2.2 DBE Goals		2	18								20	\$ 931.06
8.2.3 DBE Reporting		4	10								14	\$ 670.28
8.3 Survey Check of Airport Control Monuments*		3					12	4	12		31	\$ 1,340.35
8.4 Final Change Order/Supplemental Agreement	1	4		8	2					1	16	\$ 653.91
8.5 A-133 Audit Assistance		6		2						2	10	\$ 435.72
8.6 Prepare SWPPP/NOI for Project		4		20	10						34	\$ 1,241.98
8.7 Update FAA 5320 Pavement Strength Survey											0	\$ -
Subtotal, Task 8	1	80	54	58	12	0	12	4	12	55	288	\$ 11,691.35
SUTOTAL TASKS 5-8 (TIME AND MATERIALS)	1	612	54	374	66	672	1002	4	12	111	2908	\$ 120,976.41
TOTAL DIRECT LABOR, ALL TASKS	15	766	54	394	66	672	1002	6	12	141	3128	\$ 131,635.71

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 20-148
Meeting Date May 21, 2020**

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Approve T-O Engineers Inc. Professional Services Agreement for the Airport Master Plan</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		
COST IMPACT:	\$363,299.70	Parks and Recreation		
FUNDING SOURCE:	100% Airport Improvement Program	Airport	RMS	Originator
		Library		
TIMELINE:	Draft project schedule is included on Page A-15 of the agreement.	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

T-O Engineers submitted a contract for the Airport Master Plan Project’s Professional Services in the amount of \$363,299.70. At the February 13, 2020 Council meeting, staff presented a Federal Aviation Administration (FAA) grant application for AIP 3-16-23-028-2020 – Airport Master Plan. The FAA recommends that airports undertake a review/revision of the Airport Master Plan every 5 years. This grant provided funding to hire a planning consultant to create a new Airport Master Plan. Per FAA funding rules, all grants over \$100,000 must have an Independent Fee Evaluation by a different aviation consulting firm.

A call for a request of qualifications for an engineering firm was advertised and T-O Engineers was selected as the engineering contact for this project at the February 27 Council meeting. WHPacific, an independent consultant, was approved by Council on March 26 to perform the IFE. The contract has been reviewed by the City Attorney.

Attachments: T-O Engineers, Inc. Agreement for Professional Service

RECOMMENDED ACTION:

Approve the Professional Services Agreement with T-O Engineers Inc. for Airport Master Plan AIP 3-16-0023-028-2020 and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION
February 13, 2020	AB 20-034 Request Approval to Submit a Federal Aviation Administration - Airport Master Plan Grant Application (AIP 3-16-23-028-2020)
February 27, 2020	AB 20-052 Request to Approve T-O Engineers as the Consultant to Perform Airport Master Planning Engineering and Subcontracted Special Services
March 26, 2020	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

**T-O ENGINEERS, INC.
AGREEMENT FOR PROFESSIONAL SERVICES**

T-O Engineers, Inc. Project Number: 200069

Date: 2020

THIS AGREEMENT is between the **City of McCall, Idaho**, hereinafter referred to as "**Client**" and **T-O Engineers, Inc.**, an Idaho Corporation, hereinafter referred to as "**Consultant**". The Client and Consultant in consideration of their mutual covenants herein contract and agree as follows:

The Client intends to **Conduct an Airport Master Plan Study, including AGIS for the McCall Municipal Airport (KMYL)**, hereinafter referred to as the "Project".

A) CLIENT INFORMATION AND RESPONSIBILITIES

1. The Client shall timely provide to Consultant a complete description of the Project including: Client's requirements for the Project, objectives and constraints, capacity and performance requirements, flexibility and expandability needs, any budgetary limitations, and all design and construction criteria which Client requires be incorporated into the Project.
2. Client shall timely provide to Consultant all associated or applicable project information including: data and documents prepared by others, soil and subsurface explorations, hydrologic information, laboratory tests, inspection reports, environmental assessments, title reports, records of survey, warranty deeds, and land use restrictions, all of which Consultant may use and rely upon, without liability, in performing services under this Agreement.
3. The Client shall timely obtain permission for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

B) SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide the following generally described services under this Agreement:
See attached Exhibit A, "Description of Project and Scope of Engineer's Professional Services for Improvements to McCall Municipal Airport AIP 3-16-0023-028-2020" generally referred to as the Scope of Work.

C) BASIS OF FEE AND BILLING SCHEDULE

The Client shall timely pay Consultant for services set forth and provided under this Agreement. Client shall timely pay Consultant for additional services authorized by written amendment to this Agreement. Fees shall be based on hourly charges and direct expenses during the performance of work described in the Scope of Work. Hourly charges shall be based on the hourly billing rates for employee classification as shown on the Consultant's Fee Schedule and detailed in the Labor Worksheet, attached as Exhibit B. Direct expenses are the sum of all expenditures attributable to the Project that are not labor charges, including subconsultant fees. Hourly and direct expense rates are subject to annual review and revision by Consultant.

1. Lump Sum

Tasks 1 through 17 will be invoiced on a lump sum fee basis. The lump sum fee for services to be provided in Tasks 1 through 17 is included in the Scope of Work attached as Exhibit A. The portion of the lump sum that is invoiced monthly will be based on Consultant's estimate of percentage of scope of work completed. The total fee for Tasks 1 through 17 will be \$363,299.70.

TERMS AND CONDITIONS

1) GENERAL

- a.** Consultant shall provide professional services for the Client on the Project described in this Agreement. These services shall be performed in accordance with generally accepted professional practices and standards of care and skill ordinarily used in Consultant's profession under similar circumstances. Consultant makes no warranty, either expressed or implied, as to performance of professional services.
- b.** Consultant shall not be responsible for acts or omissions of any other party involved in the Project.
- c.** Consultant has not been retained to supervise, direct or have control over the work of any construction contractor or their subcontractor or supplier, hereinafter referred to collectively as "Contractor". Consultant does not have authority over, or responsibility for: Contractor's means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident to the work of Contractor, or for any failure of Contractor to comply with applicable laws and regulations.
- d.** Consultant can neither guarantee the performance of any Contractor nor assume responsibility for Contractor's failure to furnish and perform work in accordance with any construction contract documents or recommendations issued by Consultant.
- e.** The Client understands and agrees that subsurface and soils characteristics may vary greatly between successive test points and sample intervals. Consultant makes no warranties, expressed or implied, as to the services or data furnished by professionals providing soils testing or geotechnical advice.

2) OPINIONS OF COST

- a.** Consultant may be asked to provide opinions of probable construction or Project costs as part of the professional services under this Agreement. The Client understands and agrees that: Consultant has no control over the cost of labor or materials furnished by others or market conditions, Consultant's opinions of probable cost are based on Consultant's experience and judgment, Consultant does not guarantee or warrant that bids or estimates prepared by Contractors will not deviate from opinions of probable cost provided by Consultant, and Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

3) REUSE AND OWNERSHIP OF DOCUMENTS

- a.** All work product including documents prepared by the Consultant under this Agreement are proprietary instruments of the Consultant's professional service and shall remain the sole property of the Consultant and no work product shall be used or reused by the Client other than for the construction, operation and maintenance of the Project, without specific prior written permission of Consultant.
- b.** Client agrees that: authorized use of Consultant's work product on the Project is subject to full payment for Consultant's services related to preparation of the product, work product is not suitable for use on the Project unless completed by the Consultant for the specific purpose intended, and any other use of Consultant's work product by Client will be at Client's sole risk without liability of Consultant.
- c.** The Client shall timely pay, assume, defend, indemnify and hold Consultant harmless from any claims, damages, losses and expenses, including attorney's fees, arising from unauthorized reuse of all work product prepared by Consultant.

4) GOVERNING LAW

- a.** The laws of the State of Idaho shall govern the validity of this Agreement, its interpretation and performance, and all remedies for breach of contract or any other claims related to this Agreement.

5) SUCCESSORS AND ASSIGNS

- a.** Client and Consultant are hereby bound, and their partners, successors, executors, administrators and legal representatives are likewise bound, to the other party to this Agreement, in respect of all covenants, agreements and obligations of this Agreement.
- b.** Neither Client nor Consultant may assign or transfer any rights, duties or responsibilities under this Agreement without prior written consent of the other party.
- c.** Nothing under this Agreement shall be construed to provide any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

6) TIMES OF PAYMENTS

- a.** Consultant shall submit monthly invoices for services rendered and for direct expenses incurred. Client shall timely make monthly payments. Invoices are due and payable within thirty (30) days of the date of the invoice.
- b.** All account balances not paid in full within thirty (30) days of the date when first invoiced are overdue and subject to interest at the rate of twelve (12) percent (%) per annum compounded monthly from the date when first invoiced until paid in full. Any payments received shall be credited first to accrued interest and then to principal.
- c.** All fees and costs incurred by Consultant to collect overdue account balances shall be added to the account balance.

7) SUSPENSION OR TERMINATION

- a.** Consultant may, at its sole discretion, after giving seven (7) days written notice to Client, suspend or terminate service if undisputed charges are not paid within forty-five (45) days of receipt of Consultant's invoice and Client hereby waives any claim against Consultant, and shall timely pay, assume, defend, indemnify, and hold Consultant harmless from and against any claims arising from Consultant's suspension or termination of services due to Client's failure to make timely payment.
- b.** Any charges in dispute shall be called to Consultant's attention, in writing, within ten (10) days of receipt of Consultant's invoice, and Client and Consultant shall work together in good faith to resolve any such disputes. If Client and Consultant are unable to resolve said disputes within twenty (20) days, Consultant may suspend or terminate service.
- c.** The obligation to perform under this Agreement may be terminated by either party upon thirty (30) days written notice. Such termination shall be based upon substantial lack of performance by the other party under the Terms and Conditions of this Agreement.
- d.** Consultant may terminate services under this agreement upon seven (7) days written notice if Client requires or demands that Consultant perform services in conflict with Consultant's professional responsibilities and Client hereby waives any and all claims against Consultant for such termination.
- e.** If this Agreement is terminated by either party, Consultant shall be timely paid for services rendered and for direct expenses incurred to the date of such termination plus close-out or suspension costs including but not limited to document management, rescheduling or re-assignment of personnel, and documentation as to status of work tasks.

8) RISK ALLOCATION AND REMEDY

- a.** Client and Consultant hereby contract and agree that any and all demands, mediation, arbitration, or lawsuits brought to enforce this Service Agreement shall be brought only against the parties hereto and shall not be brought individually against any shareholders, members, employees, directors, officers, partners, or agents of either of the parties to this Service Agreement. Client and Consultant further contract and agree that no rights, claims, or benefits shall arise or accrue to any party or entity not an express party to this Service Agreement, without the express written consent of both of the parties hereto.

9) HAZARDOUS ENVIRONMENTAL CONDITIONS OR MATERIALS

- a.** Consultant's services exclude any services related to hazardous materials or a hazardous environmental condition, including hazardous materials as defined by federal, state and local law. Discovery of hazardous materials after the date of execution of this Agreement mandates renegotiation of Consultant's scope of work or suspension or termination of services.
- b.** The Client hereby waives any claim against Consultant, and shall timely pay, assume, defend, indemnify, and hold Consultant harmless from any claim or liability for injury, loss, damages or expenses arising from hazardous materials.

10) DISPUTE RESOLUTION

- a.** All claims or disputes arising out of this Agreement shall first be addressed through non-binding mediation and no litigation or arbitration shall occur unless said mediation is unsuccessful in resolving any such claims or disputes.

11) RECOVERY OF DISPUTE RESOLUTION COSTS

a. In the event that legal action is brought by either party against the other, the prevailing party shall be timely reimbursed by the other party for the prevailing party's legal costs, in addition to whatever other judgments or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses.

12) EXTENT OF AGREEMENT AND AMENDMENTS

a. This Agreement, including any attachments and the Terms and Conditions, represents the entire agreement between the Client and Consultant and supersedes all prior negotiations, representations or agreements, written or oral.

b. Client may furnish to Consultant a signed copy of this Agreement by scanned or facsimile media and Consultant may rely upon the authority of such media.

c. A signed Agreement constitutes a notice to proceed in the absence of any written directive otherwise from Client.

d. This Agreement may be amended only by written instrument duly executed by both Client and Consultant. For purposes of signatures on any amendments, Client and Consultant agree that e-mail directives, or scanned or faxed signatures are acceptable and that each party may rely upon the authority of such communications.

The following Terms 13 through 28 are federally mandated contract provisions. These provisions are included, as it is anticipated federal funds will be used for Project(s) covered by this agreement.

13) ACCESS TO RECORDS AND REPORTS

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Client, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

14) BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Client will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Client reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Client elects to terminate the contract. The Client's notice will identify a specific date by which the Consultant must correct the breach. Client may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Client's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

15) GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

16) CIVIL RIGHTS - TITLE VI CLAUSES

Compliance with nondiscrimination requirements:

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest

(hereinafter referred to as the "Consultant"), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits

- discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

17) CLEAN AIR AND WATER POLLUTION CONTROL

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the Client immediately upon discovery. The Client assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

18) CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

19) DEBARMENT AND SUSPENSION

Certification of Consultant Regarding Debarment

By submitting a bid/proposal under this solicitation, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Consultants Regarding Debarment

The Consultant, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate of Consultant Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

20) DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) – The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DGT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Client. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Client. This clause applies to both DBE and non-DBE subcontractors.

21) TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

22) ENERGY CONSERVATION REQUIREMENTS

Consultant and Subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq.).

23) FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor — Wage and Hour Division.

24) CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25) OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

26) SEISMIC SAFETY

The Consultant agrees to ensure that all work performed under this contract, including work performed by subconsultants, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

27) CERTIFICATION OF CONSULTANT REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

28) TERMINATION OF CONTRACT

Termination for Convenience (Professional Services)

The Client may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Client, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Client all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this contract, whether complete or partially complete.

Client agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Client further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than one hundred eighty [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

29) TRADE RESTRICTION CERTIFICATION)

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

30) VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

End of federally mandated contract provisions.

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

CLIENT: City of McCall, Idaho
ADDRESS: 216 E. Park Street
McCall, Idaho 83638

T-O Engineers, Inc.
2471 S. Titanium Place
Meridian, Idaho 83642

BY: Robert Giles
TITLE: Mayor

BY: Patrick Colwell
TITLE: Principal

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

DATE: _____

**PROJECT SCOPE OF WORK FOR
McCALL MUNICIPAL AIRPORT (MYL) MASTER PLAN UPDATE
AIP PROJECT NO: 3-16-0023-028-2020 (Anticipated)
STATE PROJECT NO: TO BE ASSIGNED
T-O ENGINEERS PROJECT NO: 200069**

PROJECT BUDGET

The total funding for this project is approximately \$366,333. This total is comprised of \$329,700 from FAA grant number 3-16-0023-028-2020 at a 90% match and Sponsor and State funding of \$18,316 at a 5% match each. The Sponsors cost of an IFE is included in this amount. The fee for the Planning work has been negotiated as \$363,288.70, including the AGIS Element.

PROJECT PHOTO

McCall Municipal Airport



Source: T-O Engineers

GENERAL PROJECT DESCRIPTION

The Airport Master Plan document and accompanying Airport Layout Plan will be prepared in accordance with current Federal regulations, policy, Advisory Circulars (ACs) and guidance, including the FAA Airports Standard Operating Procedure (SOP), Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs) (ARP SOP 2.00); FAA Standard Operating Procedure (SOP) for FAA Review of Exhibit "A" Airport Property Inventory Maps (SOP 3.00); FAA AC 150/5070-6B, Airport Master Plans; AC 150/5300-13A, Change 1, Airport Design; AC 150/5060-5, Airport Capacity and Delay; AC 150/5325-4B, Runway Length Requirements for Airport Design; AC 150/5000-17, Critical Aircraft and Regular Use Determination; 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace; FAA Order 5100.38D, AIP Handbook; FAA Order 1050.1F, Environmental Impacts: Policies and

Procedures, FAA Order 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions, and the FAA Environmental Desk Reference.

Several issues have been brought up specifically by the Sponsor and users, and will be addressed on some level at various stages of the Master Plan process. These issues include:

- Replacement of aging runway lights.
- Annual monies designated for asphalt repairs and obstruction removal.
- Designation of aeronautical or non-aeronautical uses along U.S. 55.
- Land acquisition highlighted from previous master plan.
- Relocation of the ASOS.
- Designated helicopter landing and parking operations plan.
- New vehicle gates.
- Snow Removal Equipment/Vehicle replacement plan.
- Completion of the perimeter road.
- If a runway extension is necessary.
- Deinhard Lane going through the Runway Safety Area.
- Configuration of northeast portion of the airport.
- Deinhard 2 development.
- Number and location of tiedowns, T-hangars, and shade tiedowns.
- Drainage plan for existing and future hangar development.
- Short- and long-term Triangle development.
- Taxiway configuration and nomenclature.
- Easement requirements.
- Hangar size options for DeBore parcels.
- Taxiway and Hangar 560 repairs.
- Retention/detention pond options.
- Hangar rental/relocation options.
- Runway overrun options.
- Use of declared distances.
- Revenue opportunities.
- Automobile parking.
- Off-airport vehicle traffic impacts.
- Snow storage.
- Airport compliance and non-standard conditions.
- Large aircraft implications on operations.
- Options to develop northwest property.
- Forecasts and Critical Aircraft determination, use of previous study.
- The need for 50 foot wide taxiways versus 35 foot wide taxiways.
- Implications of removing the diagonal taxiway.
- Underground utilities.
- Historic review of airport facilities.
- An accurate Exhibit A Property Map.
- Sustainability.

PROJECT TASKS

The following work items are required to accomplish the Sponsor's and funding agencies' needed planning tasks:

1.0 PROJECT FORMULATION PHASE

1.1 Pre-Scoping Meeting

The Consultant will hold preliminary meetings with the Sponsor as necessary for project formulation, as well as a pre-scoping meeting with Sponsor, the FAA, and Idaho Department of Transportation (IDOT). The pre-scoping meeting will be conducted to provide the representatives of the Sponsor, the FAA, and IDOT with the opportunity to review and discuss the nature and extent of the project and to establish the project design criteria, budget, and schedule. The Consultant will coordinate the date and time of the pre-scoping meeting with the representatives of the Sponsor, the FAA, and IDOT. The Consultant will prepare and distribute minutes of the pre-scoping meeting to appropriate parties. One meeting via teleconference or video conferencing is anticipated.

1.2 Scope of Work

The Consultant will work with the Sponsor to prepare the Scope of Work for the Airport Master Plan Update for Planning/Professional Services Contract and for use by Sponsor's independent cost analysis firm. It is anticipated that clarifying revisions will be necessary following review by the FAA and IDOT. The Consultant will prepare any revisions and distribute the final Scope of Work to appropriate parties. The Scope of Work will be itemized as follows:

- Project Formulation Phase
- Project Management
- Element 1: Public Involvement
- Element 2: Executive Summary and Airport Master Plans and Introduction
- Element 3: Existing Conditions
- Element 4: Environmental Considerations and Overview
- Element 5: Aviation Demand Forecasts
- Element 6: Facility Requirements
- Element 7: Development Alternatives and Evaluation
- Element 8: Airport Layout Plan (ALP)
- Element 9: Facilities Implementation and Financial Feasibility Analysis
- Element 10: Compliance Overview, Land Use Compatibility, and Sustainability
- Element 11: References, Glossary, and Appendices
- Approval of Documents
- Deliverables

1.3 Preliminary Estimating

The Consultant will prepare a preliminary overall project schedule and a preliminary overall project budget. These will be based upon the most current information available during this phase.

1.4 Draft Planning Contract

The Consultant will draft the Planning Contract for Sponsor's review and approval. This document is anticipated to be approximately 21 pages in length.

1.5 Prepare Federal Grant Application

One Federal Grant Application is anticipated. The Consultant will prepare the Federal Grant Application and submit it to the Sponsor for signature. Preparation of the Federal Application will include the following:

- Prepare Federal form SF-424
- Prepare FAA form 5100-101

- Prepare Preliminary Cost Estimate
- Prepare Airport Sponsor Assurances
- Attach a copy of Exhibit “A”
- Compile Current FAA Advisory Circulars
- Prepare Sponsor Certifications

After obtaining the necessary signatures, the Consultant or Sponsor will forward copies of the signed Application to the FAA for further processing. The Consultant will assist the Sponsor in the preparation of necessary exhibits and appropriate attachments. The Consultant will assist the Sponsor in the coordination, execution, and submission of the Federal Grant Agreement.

2.0 PROJECT MANAGEMENT AND PROJECT MANAGEMENT PLAN

2.1 Periodic Project Updates

The Consultant will prepare monthly correspondence capturing the progress and identifying and coordinating upcoming work items. This correspondence will be issued via email to the Sponsor, IDOT, and the FAA. Approximately 18 Project Updates are anticipated throughout the life of the project.

2.2 Project Management and Project Management Plan

This phase includes time the Project Management Team spends planning, organizing, securing, and scheduling resources to achieve the project goals and meet objectives as defined in the PMP and this Scope of Work. Additional items to be accomplished include compiling and sending additional information requested to related parties, maintaining project files as necessary, and other items necessary in day-to-day project coordination.

The Consultant will create a Project Management Plan (PMP). The Consultant will implement and monitor the PMP with input from the Sponsor, the FAA, and IDOT. This plan may include such elements as; Vision and Critical Success Factors, Project Team Roles and Responsibilities, Document Distribution Plan, Quality Control Plan, Communication Plan, Risk Management Plan, Client Care Plan, and Reimbursement Plan. The PMP will define the approach the project team will use to execute, monitor, and control the project. The PMP will be used to demonstrate timelines and deliverables and for coordination of planning activities associated with this phase of the project. The PMP will be revised/amended as needed throughout the life of the project. This task will also include all of the project management efforts by the Consultant including: managing, leading, and controlling time, expenses, resources, and deliverables to meet the project goals and objectives.

2.3 Coordinate with Subconsultant(s)

The Consultant will coordinate with one subconsultant to conduct the initial environmental studies listed in Task 8.3. The Consultant will prepare the requirements and limits of the subconsultant’s work, obtain and negotiate a fee proposal for inclusion in the planning contract, and provide general oversight of the work. The Consultant will verify that the Scope of Work is followed and provide guidance should any questions or concerns arise.

2.4 Prepare Requests for Reimbursement

The Consultant will issue monthly invoices for services rendered. The Consultant will prepare FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred. The Consultant will submit the completed FAA Standard Form 271 along with appropriate supporting documentation to the Sponsor’s representative for review and approval. Upon approval, the Consultant or the Sponsor will submit the completed forms and supporting documentation to the appropriate agencies for reimbursement. It is estimated there will be 18 RFRs for expenses incurred.

2.5 Prepare Quarterly Performance Reports

Federal Regulation 49 CFR Part 18 (aka Common Rule) establishes uniform administrative requirements for grants to State and Local Governments. Sub-part 18.40 addresses monitoring and reporting requirements for the Grantees. The Consultant will assist the Sponsor in managing the day-to-day operations of grant activities that ensure compliance with applicable Federal requirements. The Consultant will submit a performance report for each fiscal quarter the grant is active. Six (6) Quarterly Performance Reports are anticipated throughout the life of the project.

2.6 Prepare SF 425 Federal Financial Reports

The Consultant will assist the Sponsor in submitting an annual report of grant financial activity using Standard Form 425, Federal Financial Report. Pursuant to FAA Order 5100.38, this report will be submitted no less than 90 working days after the end of each fiscal year and a final report at grant closeout. It is anticipated two Federal Financial Reports will be submitted during this project.

3.0 ELEMENT 1 - PUBLIC INVOLVEMENT

3.1 Requirements

FAA Advisory Circular (AC) 150/5070-6B directs the Consultant to create a public involvement program proportional to the complexity of the planning study and to the degree of public interest. The Master Plan process will include a public involvement program providing interested citizens with opportunities to become informed of the project and to provide input on issues to be addressed, alternatives to be evaluated, and mitigation measures to be considered. The Consultant understands and appreciates the value and need for public input in the planning process. The meeting schedule proposed is expected to allow for open channels of communication and full public input.

3.2 Public Meetings

Five (5) public meetings are planned. All interested parties are welcome to attend these public meetings. The Consultant will attend and conduct all meetings. The specific format of the meetings may vary with the material presented. The Consultant anticipates sending two (2) staff members to each meeting: one project manager and one project planner.

- **Meeting #1 Project Kickoff** – This meeting introduces the public, stakeholders, agencies, and other interested parties to the Master Plan process, project schedule, Scope of Work, airport funding, project goals and website, and input methods.
- **Meeting #2 Completion of Inventory and Forecasts** – This meeting will present a summary of inventory findings, as well as the analysis and determinations of the aviation forecasts. An important component of this meeting will be the presentation of the critical aircraft determination.
- **Meeting #3 Completion of Facility Requirements and Presentation of Development Alternatives** – This meeting will focus on the FAA design standards and recommendations required to meet the safety requirements of the critical aircraft (facility dimensions, separations, runway length, and other physical requirements). This meeting will also involve a presentation of initial Development alternatives to meet any deficiencies in FAA design standards and recommendations and compliance issues. The meeting will allow and invite input and discussion regarding the potential alternatives. It is expected that public input resulting from this meeting will provide opportunities to modify the alternatives to reflect local conditions.
- **Meeting #4 Presentation of Draft Documents** – This meeting will present the draft Airport Master Plan and Airport Layout Plan drawings to the community, showing the recommended alternative for any needed Development. The Consultant will allow 30 days for submission

of additional public comment. At the conclusion of the public comment period, the documents will be considered substantially complete.

- **Meeting #5 Presentation of Final Documents** – Typically scheduled as an agenda item at a formal Sponsor’s City Council meeting, this is primarily an opportunity for the Sponsor to receive a full briefing on the project. The Consultant will answer questions and present the final documents for acceptance and signature at this meeting.

The public meetings will involve the community, FAA, IDOT, and other interested groups or agencies. In order to garner public involvement, these meetings will be advertised in the legal section of the local newspaper for at least two weeks prior to the meeting. The Consultant will be responsible for Development of all agenda, handouts, and graphics and placement of legal advertisements for these meetings. The Sponsor will be responsible for payment of all legal advertisements for these meetings.

A mailing list will be compiled of those persons known to be interested in the local airport and environmental issues. The mailing list may include, but is not limited, to adjacent neighboring property owners, local officials, and other interested parties. Prior to each meeting, the Consultant will mail letters to all persons included on the mailing list to notify them of the meeting date, time, and location. At the public meetings, those individuals wishing to be involved throughout the project will be asked to add their names to the project mailing list to be notified of subsequent meetings.

3.3 Technical Advisory Council

With assistance from the Consultant, the Sponsor will establish an Airport Master Plan Technical Advisory Council (TAC) to help facilitate public meetings, gather feedback, and provide guidance to the Consultant’s efforts. The TAC should consist of federal, state, and local elected officials; policy and administrative representatives from local governing jurisdictions; and local business and community leaders. Once established, TAC meetings will be conducted prior to each public meeting. It is anticipated that the Consultant will assist the Sponsor in preparing for and facilitating these meetings. Four (4) TAC meetings are anticipated.

3.4 Project Website

The Consultant will create and maintain a project website that will contain all relevant public documents, such as draft chapters, drawings, handouts, and surveys, as they become available. The website will not require registration to access.

Deliverables

Five (5) public meetings and four (4) TAC meetings will be conducted. Additionally, a project website will be developed and maintained by the Consultant or will support a page on the Sponsor’s website.

4.0 ELEMENT 2 - EXECUTIVE SUMMARY AND AIRPORT MASTER PLANS AND INTRODUCTION

4.1 Executive Summary

The executive summary will highlight results from the Master Plan and bring together pertinent facts, conclusions, and recommendations for public review.

4.2 Airport Master Plans and Introduction

The Airport and Master Plan Introduction will provide general concepts and topics that are central to aviation systems in the United States. This information will provide a basic foundation of knowledge to understand and interpret the remainder of the Master Plan.

Deliverables

An executive summary will be prepared towards the end of the study to be included in the Master Plan report. Additionally, an introductory chapter will be produced as part of the Master Plan report.

5.0 ELEMENT 3 - EXISTING CONDITIONS

5.1 Socioeconomic Overview

To ascertain the nature of the community and market the airport serves and/or impacts and to provide specific inputs for the preparation of the aviation demand forecast, socioeconomic data will be provided. This section will provide an analysis of population statistics and economic drivers of the community. Charts and graphs will be included as necessary to present the information, including, but not limited to local, regional, and national demographics and employment trends.

5.2 Background Section

This section will provide a brief history of the airport, including its aeronautical role in national and state aviation systems. Discussion of aviation in the State of Idaho and aviation economic impacts will be incorporated. Major milestones in the history of the airport will be highlighted, including history of the airport's grants and reported aircraft accidents and wildlife strikes.

5.3 Inventory of Existing Conditions

The existing physical facilities at the airport will be identified. Data may be obtained from drawings and documents in FAA databases and on file with airport management and may be supplemented with field observations, personal interviews and/or surveys with tenants and users, and internet searches. Specific categories to be addressed include, but are not limited to, the following:

- Natural environment (i.e. climate, vegetation)
- Physical environment (i.e. location, topography)
- Airfield/airspace, including other area airports
- Obstructions to air navigation
- Noise abatement procedures
- Visual and navigational aids
- Weather conditions, including wind roses
- Based aircraft
- Airport area land use and zoning
- Airport waste recycling and sustainability efforts
- Equipment (i.e. snow removal equipment (SRE), mowers)
- Airside pavement facilities, including Pavement Condition Index (PCI) data
- Instrument procedures
- Overall airport security
- General aviation facilities (i.e. Fixed Based Operators, services, amenities, hangars)
- Cargo facilities (i.e. facilities and operations for air cargo companies)
- Support facilities (i.e. Aircraft Rescue & Fire Fighting stations, administrative areas, maintenance facilities, aircraft fuel storage)
- Access, circulation, and automobile parking (i.e. access and service roads, curb space and parking, public transportation, rental car facilities)
- Utilities
- Environmental history (known environmental issues and/or constraints that could have an effect on the development alternatives for the airport)

- Other (i.e. non-aeronautical uses, such as industrial parks, agricultural leasing, or retail businesses)

5.4 Regional Setting and Land Use

The Consultant will examine the regional setting of the airport and land use patterns around it. The Consultant will review all applicable documents, such as official maps, the latest area-wide comprehensive land use and transportation plan, applicable municipal zoning ordinances and other land use controls and unusual building code provisions, including height zoning ordinances, noise overlay zones, and airport overlay districts to understand and present the political context and local preferences regarding land use.

Land uses in areas that will be exposed to airport operations will be identified, as will land uses that may affect the safe operation of the airport or influence its expansion. Areas located near the airport that may represent a potential hazard to aircraft, such as golf courses and landfills, will be identified.

5.5 Current Traffic Determination

In an effort to gain as much information as possible about current airport operations, the Sponsor will allow the Consultant to place up to five (5) motion-activated cameras to capture the existing aircraft traffic. Pictures will be downloaded and reviewed by the Consultant with the intent of analyzing four to six months of data. The collection period will be scheduled to ensure that seasonal aircraft traffic changes are targeted and captured. Subsequent pictures will be downloaded and reviewed near the end of the study to ensure that accurate operations data is obtained. The pictures provide evidence of the number, type, and time of operations at the airport and ensure a higher degree of accuracy in justifying current traffic than traditional sources.

According to the Limited Master Plan Update completed in October 2019, the airport was found to currently experience approximately 20,000 annual aircraft operations. Based on this information, it is anticipated that the cameras placed at the airport will capture an estimated 900 pictures per camera per month, resulting in an estimated 18,000 to 27,000 pictures during the four to six-month collection period. Based on other similar projects, it is estimated that approximately one hour of staff time per 450 pictures will be needed to sort, catalog, and analyze the pictures.

Information regarding historic operations, based aircraft, and fuel sales will also be provided. When available, the information being gathered is being analyzed for:

- Aircraft details (including N-number, if possible)
- Number of engines and type of aircraft
- Approach speed and wingspan (Aircraft Approach Category and Airplane Design Group)
- Undercarriage dimensions (Taxiway Design Group)
- Time of operation (for noise modeling)
- Origin (local or itinerant)
- Registered location, if available

Deliverables

Two (2) narrative chapters of the Master Plan report will be produced: the Socioeconomic Overview and Background chapter and the Airside and Landside Inventory chapter.

6.0 ELEMENT 4 - ENVIRONMENTAL CONSIDERATIONS AND OVERVIEW

6.1 Environmental Considerations

The principal objective of an environmental overview is to document environmental conditions that should be considered in the identification and analysis of airport development alternatives. In the past, Master Plan studies often focused only on the environmental consequences of the recommended development plan. Current practice is to develop the alternatives (Tasks 11.1 through 11.3) with the subsequent environmental processes in mind and to consider environmental data in the evaluation of the alternatives (Task 11.5).

6.2 Environmental Overview

The environmental overview will provide information from agency comments and available sources regarding potential impacts to the following impact categories: Air Quality; Climate; Coastal Resources; Compatible Land Use; Construction Impacts; Department of Transportation Act: Section 4(f); Farmlands; Fish, Wildlife, and Plants; Floodplains; Hazardous Materials, Pollution Prevention, and Solid Waste; Historical, Architectural, Archaeological, and Cultural Resources; Light Emissions and Visual Impacts; Natural Resources and Energy Supply; Noise; Secondary (Induced) Impacts; Socioeconomic Impacts, Environmental Justice, and Children’s Health and Safety; Water Quality; Wetlands; and Wild and Scenic Rivers.

All known agencies that are associated with impact categories listed in FAA Order 1050.1F will be contacted to determine potential impacts from the various Development alternatives identified in Tasks 11.1 through 11.3. All agency responses will be included in the Master Plan report.

6.3 Initial Environmental Studies

To ascertain the level of environmental impacts created by the Development alternatives, this Master Plan effort will include initial environmental studies for the purpose of identifying potential “Fatal Flaw Criterion” (one that cannot be mitigated or overcome and clearly eliminates a Development alternative from consideration). The Sponsor and the FAA have concluded that eliminating development alternatives prior to Task 11.5 Evaluation of Alternatives will help expedite the remainder of the Master Plan process, as well as any subsequent environmental review.

Initial Environmental Studies for MYL Master Plan	
Cultural Resources – Class I and III Inventories	To be completed by subconsultant

6.4 Noise

As part of the environmental impacts of the airport, the Consultant will complete a noise analysis. The 55, 60, 65, and 70 DNL noise contours for the forecasted operational levels will be developed and provided. Data received through the inventory and forecast will be used to create the FAA Noise Model using the Aviation Environmental Design Tool (AEDT) with reasonable assumptions for the operations’ time and traffic mix.

Deliverables

An environmental overview chapter will be produced as part of the Master Plan report. All agency responses will be noted in this chapter and included in their entirety in an appendix of the Master Plan report. Additionally, documentation illustrating the results of the completed noise analysis will be provided in graphic form and included in this chapter.

7.0 ELEMENT 5 - AVIATION DEMAND FORECASTS

7.1 Purpose of Aviation Demand Forecasts

Forecasts of future levels of aviation activity are the basis for effective decisions in airport planning. These projections are used to determine the need for new or expanded facilities. In general, forecasts should be realistic, based upon the latest available data, be supported by information in the study, and provide an adequate justification for airport planning and Development. Any activity that could potentially create a facility need will be included in the forecast. Factors affecting aviation activity include but are not limited to: economic and demographic characteristics, geographic attributes, and aviation-related and other factors.

7.2 Industry Trends

Information will be included relating to factors driving the use of aviation in the nation, region, and at the local airport. Recent studies will be incorporated including information from the National Business Aviation Association (NBAA) and the Airplane Owners and Pilots Association (AOPA). Information from the FAA will also be analyzed from the most current General Aviation and Part 135 Activity Surveys and the FAA Aerospace Forecast.

7.3 Forecasting Methodology

An appropriate forecasting methodology will be determined based on available data. As described in Airport Cooperative Research Program (ACRP) Synthesis 2: *Airport Aviation Activity Forecasting*, potential methodologies include, but are not limited to:

- Market Share Forecasting (involves measuring current activity at an airport as a share of some other aggregate measure, and then assuming that the share will remain constant [or perhaps change in some pre-specified way] so that airport activity will grow along with the projected growth in the aggregate activity)
- Econometric Modeling (involves statistical estimation of a regression equation that posits a causal relationship between a dependent variable and a set of independent explanatory variables)
- Time Series Modeling (involves some form of extrapolation of existing data out into the future)
- Simulation Modeling (imposes precise rules that govern how passengers or aircraft are routed, and then aggregates the results so that Consultants can assess the infrastructure needs of the network or airport to be able to handle the estimated traffic)

7.4 Review of Historical Aviation Activity and Develop a Current Traffic Determination (Baseline)

The Consultant will utilize the previous airport forecasts and other available information, such as State forecasts, the FAA Terminal Area Forecast (TAF), and interviews with the airport manager and/or flight school to develop a reasonable understanding of the aircraft utilizing the airport and the number of operations. Using the all the data collected, the Consultant will establish a “**Baseline**” of existing operations from which to develop the airport’s forecasts.

Regarding general aviation activity, the Consultant will collect data that identify the category and class of aircraft, types of fuels those aircraft use, the type of airport services used, and the availability of hangars for tenant and transient aircraft. A breakdown of the fleet mix of aircraft using the airport will be provided.

7.5 Forecast of General Aviation Activity

Using the baseline data determined from Elements 7.6 and 9.4 and all additional information collected relevant to the developing an understanding of potential future operations at MYL, the Consultant will develop five, ten and 20-year forecasts for the airport. These will specifically include:

- Total expected annual operations
- Aircraft mix (itinerant and local)
- Aircraft type
- By Aircraft Category
- By Aircraft Group
- By engine type and number
- By taxiway design group
- By weight (“Utility” and “Other than Utility” or “Small” and “Large”)
- Based aircraft

7.6 Forecast Summary Comparisons

In this task, all of the above described forecasts and information will be summarized and compared to FAA and State information. As stated in FAA Advisory Circular 150/5070-6B, the general requirement for FAA approval of Master Plan forecasts is that they are supported by an acceptable forecasting analysis and are consistent with the TAF. In particular, Master Plan forecasts for operations, based aircraft, and enplanements are considered to be consistent with the TAF if they meet certain criteria; for non-hub airports, forecasts should differ by less than 10 percent in the 5-year forecast and 15 percent in the 10-year period. The Consultant will compare the Master Plan forecast against the latest TAF and any significant differences will be investigated, explained, and documented.

Approval of all forecasts by the FAA, and subsequent acceptance by the State and Sponsor, will be required prior to the commencement of Element 6 - Facility Requirements.

7.7 Critical (or Design) Aircraft

Once the study’s forecasts have been approved by the FAA, the Runway Design Group and Taxiway Design Group will be established in accordance with FAA Advisory Circular 150/5000-17, *Critical Aircraft and Regular Use Determination*, and the critical aircraft (which may be a combination of various aircraft) will be determined for current aviation activity levels and a projection made as to the future critical aircraft. The critical aircraft determination will be verified using Traffic Flow Management System Counts (TFMSC). Consultant will investigate and explain any discrepancies, should any exist. The critical aircraft data will be used to determine the recommended standards for use in the facility requirements phase.

Deliverables

A preferred aviation forecast will be selected and provided to the FAA for approval. Any changes resulting from the FAA’s review will be coordinated with the Sponsor. A written narrative outlining the forecast analyses and results will be prepared for the Master Plan report.

8.0 ELEMENT 6 - FACILITY REQUIREMENTS

8.1 Emerging Trends

The Consultant will determine what, if any, additional facilities will be required to accommodate forecasted activity at the airport by first assessing the ability of the existing facilities to meet current and future demand. Demand/capacity is defined as the relationship between anticipated aviation demand (especially during any peak operational periods) and the airport's physical ability to safely accommodate that demand.

Changes in the aviation industry affect the size, quantity, and type of airport facilities needed to accommodate future demand. Changes that may impact the airport's future planning and Development include, but are not limited to:

- The continued introduction of new generation aircraft
- Transformation of the national airspace system by Next Generation Air Transportation System (NextGen) initiatives
- Enhancements in information technology
- Greater focus on airport sustainability measures

8.2 Airfield Capacity

The airfield capacity will be analyzed according to FAA Advisory Circular 150/5060-5, *Airport Capacity and Delay*, and available FAA methodology. The purpose of a demand/capacity analysis is to assess the airport's ability to accommodate its day-to-day and long-term demand efficiently and without undue delays or compromises in safety, and to assist in determining when improvements are needed to meet specific operational demands.

8.3 Airfield Development

An explanation of FAA design groups and categories will be included. Facilities relating to runways, taxiways, aircraft parking aprons, building area facilities, fuel storage areas, navigational aids, and airspace will be described. The airport's lighting equipment needs will be evaluated based on the approach visibility minimums to determine the airport's lighting needs. Appropriate FAA standards and recommendations will be included and deficiencies, if any, will be noted.

The number and type of aircraft parking positions will be identified. The location of aircraft parking positions relative to air traffic movement areas will be considered. The availability of and need for remain-overnight (RON) aircraft parking will be evaluated. The parking and storage of ground service equipment will be considered.

8.4 Support Facilities

The Consultant will evaluate and quantify needs and space requirements for support facilities and equipment, including, but not limited to those necessary for fire, snow removal, snow storage, airport maintenance, fuel storage, aircraft maintenance, and deicing, as applicable.

8.5 Airspace and Surfaces

A review of airspace and surfaces (all CFR 14 Part 77, approach, departure, and TERPS surfaces) and applicable protection areas, with the addition of any changes brought about by the selected critical aircraft, will be included.

8.6 General Aviation Requirements

Terminal area improvements, such as hangars, Fixed Base Operator facilities, utilities, apron space, and tie-downs will be documented based on forecasted demand for each planning period (short-term [1-5 years], mid-term [6-10 years], and long term [10-20 years]).

8.7 Air Cargo Requirements

The Consultant will assess the capacity of existing cargo processing facilities and determine future requirements for buildings, aircraft parking aprons, and ground access facilities. The Consultant will consider the following:

- Existing air cargo market and demand at the airport, including existing fleet mix and activity (operations and tonnage) and facilities
- The type and number of cargo companies expected to expand or initiate operations
- Annual cargo operations projected for all cargo operators

- The number of existing apron parking spaces
- Projected growth in annual enplaned cargo tonnage
- The availability of ground access for the heavy commercial trucks associated with cargo activity
- The availability of ground access for employees in air cargo facilities
- Any security needs and requirements

8.8 Firefighting Activities

A significant portion of the aircraft traffic at the airport is associated with training firefighters and actual firefighting activities in the central Idaho mountain area. Aircraft utilized for both activities are often the largest seen on the airport. Since the last master plan, the USFS has discussed or mentioned on several occasions, plans to base large(er) aircraft at the airport. This planning effort will meet with the USFS at least two (2) individual times to discuss 1) current facilities and operations and 2) future planned needs. The Consultant will evaluate and quantify needs and space requirements for firefighting activities conducted at the airport by the Bureau of Land Management (BLM).

8.9 Airport Access

A review of airport access and automobile parking for the terminal area will be conducted. The analysis will include the existing condition with industry standards for:

- On-Airport Circulation Roadways
- Outside the Fence Automobile Parking
- Inside the Fence Automobile Parking
- Other Automobile Parking Areas
- Location of Airport Property Gates

8.10 Instrument Approach Procedures

Current and planned instrument approach procedures will be reviewed and described.

8.11 Land Use Zoning

A summary of the need for land use zoning and a review of existing zoning regulations will be provided. Incompatible land uses around the airport will be highlighted.

8.12 Non-Standard Conditions

All conditions that do not meet FAA design standards and recommendations will be documented and presented.

Deliverables

A written narrative for the Master Plan report will be prepared that identifies the facility requirements and any noted deficiencies.

9.0 ELEMENT 7 - DEVELOPMENT ALTERNATIVES AND EVALUATION

9.1 Identification of Runway Alternatives

There will be limited viable runway development alternatives available to meet the demands being placed upon the airport by current and future airport users due to the constraining factors of urban development, natural features, and other man-made structures at the site. To maximize the available runway options, a thorough examination of the viable alternatives will be conducted.

If the current runway is found unable to meet runway length demands based on FAA recommendations and/or aircraft operation manuals as determined by the critical aircraft, alternative runway configuration(s) will be conceptualized and presented.

Identification of alternatives will consider only those alternatives meeting the Sponsor's planning needs and those that the FAA or Sponsor are able to implement. The Consultant will examine each identified alternative's technical feasibility, economic and fiscal soundness, and aeronautical utility. Alternatives not meeting such criteria will be dismissed.

9.2 Identification of Crosswind Runway Alternatives

The Consultant will evaluate the need for a crosswind runway in conjunction with the Sponsor's goals and develop alternatives that include the crosswind runway. The critical aircraft will be identified for the crosswind runway.

9.3 Identification of Facility Alternatives (Non-Runway)

The Consultant will identify alternatives to accommodate any additional taxiways, apron and hangar areas, or other facilities, such as a permanent Single Engine Air Tanker (SEAT) base for BLM firefighting activity. Alternatives for placement of additional private hangars will be identified, discussed, and evaluated.

9.4 Terminal Area Review and Alternatives

A review of the existing terminal area will be completed. The Sponsor is interested in a new terminal building. Alternatives for placement of the new terminal building will be presented.

9.5 Evaluation of Alternatives

An analysis of all identified alternatives will be presented. Evaluation criteria will include operational performance (capacity, capability, and efficiency), best planning tenets and other factors, environmental factors, and fiscal factors.

9.6 Selection of the Recommended Alternative

Reasons for selection of the recommended alternative will be clearly documented. The process used to select the recommended alternative will be comprehensive, logical, well documented, and include meaningful public participation.

9.7 Engineering Cost Estimates

Engineering cost estimates by a Professional Engineer registered in the State of Idaho will be provided for the development projects that fall within the recommended alternative.

9.8 Land Acquisition Requirements

This task will identify the land needed in order to accommodate the FAA design standards and recommendations, including the Runway Safety Area, Object Free Area, Building Restriction Line, Runway Protection Zones, and other identified safety surfaces.

Deliverables

A written narrative for the Master Plan report will be prepared that includes various alternatives for development of the airport. Evaluation of the proposed alternatives will also be presented in this chapter.

10.0 ELEMENT 8 - AIRPORT LAYOUT PLAN

10.1 Definition

The Airport Layout Plan (ALP) is a graphic depiction of the existing and recommended airport facilities that creates a blueprint for airport Development and an FAA-approved guideline for continued airport improvements.

The ALP contains a set of planning record drawing sheets prepared in accordance with FAA Advisory Circulars 150/5070-6B and 150/5300-13A, Change #1, "Airport Design," FAA Airports Standard

Operating Procedure (SOP), Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs) (ARP SOP 2.00); and FAA Standard Operating Procedure (SOP) for FAA Review of Exhibit “A” Airport Property Inventory Maps (SOP 3.00). The ALP drawings will be prepared in ArcMap/ArcPro based on survey data collected by the Consultant through various historical documents and methods; specifically see Element 11, Aerial Imagery and Ground Survey. The ALP is not intended to provide design engineering accuracy, and an electronic ALP (eALP) will not be prepared as part of this effort.

FAA approval of the ALP drawing set is required. This approval will require the FAA to conduct an airspace analysis. The FAA will review and comment on a preliminary ALP drawing set prior to its submission for airspace analysis. The revised ALP drawing set resulting from this initial FAA review will be submitted for FAA airspace analysis. All comments and conditions resulting from the FAA’s airspace analysis will be addressed to the FAA’s satisfaction.

10.2 ALP Drawing Set

The ALP set includes existing and proposed airport facilities, their locations on the airport, and the pertinent clearance and dimensional information required to show conformance with applicable standards. At a minimum, the following drawings will be provided:

- Title Sheet
- Airport Data Sheet
- Airport Layout Plan Drawing
- Airport Airspace
- Inner Portion of the Approach Surface (two sheets)
- Runway Departure Surface Detail
- Terminal Area
- Land Use
- Airport Property Map

The FAA ALP SOP 2.00 and SOP 3.00 checklists will be completed and provided to the FAA. Checklist documentation will be attached as necessary to provide supporting source and background information.

10.3 Airport Property Map

An Airport Property Map will be prepared. The Property Map depicts and describes individual airport parcels and tracts currently owned or obligated by the Airport/Sponsor, along with any parcels being acquired or reimbursed under the FAA AIP as part of a future land acquisition project. The Property Map will be compiled from existing title evidence and cadastral mapping satisfying evidence of good title (i.e. property titles, deed reports, title opinions, abstracts, certificates of title, subordination agreements) as provided by the Sponsor. In addition, the Sponsor will provide necessary verification of property description information, as the Consultant will defer all final property record research, legal opinion, or interpretation of deeded airport property interests to the Sponsor’s legal representatives. Review of historic records, such as historic meeting minutes, newspapers, or FAA records to confirm the funding source for each parcel acquisition, will be included.

Deliverables

This work element will produce a narrative chapter for the Master Plan report and an FAA-approved ALP drawing set for the airport consisting of 10 to 13 sheets.

11.0 ELEMENT 9 - FACILITIES IMPLEMENTATION AND FINANCIAL FEASIBILITY ANALYSIS

11.1 Definition

The facilities implementation plan provides guidance on how to implement the findings and recommendations of the planning effort. The plan must balance funding constraints, project sequencing limitations, environmental processing requirements, agency and tenant approvals and coordination process, business issues, and Sponsor preferences. The plan must coordinate the ALP, the airport's financial plan, and FAA and State aviation goals.

11.2 Development Schedule and Airport Capital Improvement Plan

This section will present a development schedule in an easy to understand format. This section will show a rational development order and the approximate time frame that the items are expected to be required by demand. In addition to FAA-funded projects, the development schedule will include State-only projects and other maintenance items, such as crack sealing, pavement surface treatments, and equipment, as applicable. Engineering cost estimates by a Professional Engineer registered in the State of Idaho will be included as part of this task.

This analysis will consider existing and future facility needs, as discussed in previous chapters of the Master Plan, and will provide the Sponsor, IDOT, and the FAA with the information needed to develop the airport's 20-year Airport Capital Improvement Program (ACIP).

Cost estimates and timing of the preferred development alternatives will be prepared for the short-term planning range (1-5 years) and generalized cost breakdowns will be provided for the mid-term planning range (6-10 years) and the long-term planning range (11-20 years). Cost estimates are for planning purposes only and will not be used for engineering or construction cost estimates.

The airport's current adopted budget will be reviewed to determine available revenues sources and alternative funding sources will be considered, including Federal, state and local grant programs. Using cost estimates, a project time schedule will be established to assist in the development of the ACIP.

11.3 Financial Feasibility Analysis

The current financial standing of the airport will be gathered and presented. Items such as revenues and expenses relating to the airport's upkeep and maintenance, rates and charges, salaries, leases, and capital improvement project costs will be presented in the Master Plan report. Additional ways for the airport to generate revenue will be explored. Available funding for the airport will be presented, along with current Sponsor obligations.

Deliverables

This work element will result in a written narrative chapter for the Master Plan report.

12.0 ELEMENT 10 - COMPLIANCE OVERVIEW, LAND USE COMPATIBILITY, AND SUSTAINABILITY

12.1 Planning for Compliance

The FAA has published the Airport Compliance Manual, Order 5190.6B. This manual provides guidance on interpreting and administering the various continuing commitments Airport Sponsors make to the US government when they accept grants of federal funds or federal property for airport purposes. This section will provide a brief overview of planning needs for compliance with some of the standards, including sources and time limits of grant obligations and assurances.

12.2 Compatible Land Use

A discussion regarding the importance of land use compatibility will be provided.

12.3 Sustainability

The term “Sustainability” has varied and often confusing meanings depending on the context in which it is being used. An often-quoted definition comes from the United Nations World Commission on Environment and Development: “sustainable development is development that meets the needs of the present without compromising the ability of future generations to meet their own needs.” In short, do not take action that will restrict future options. This is an appropriate and responsible theory for most endeavors, including aviation planning.

For airports, sustainability is inclusive of environmental stewardship, but also means ensuring that the airport strives towards economic self-sufficiency, becoming a neighbor that adds value to the community.

As such, sustainability for airports starts with the community being engaged in supporting the mission of the facility. Throughout the Master Plan, safety and efficiency have been discussed, as well as why airports are important.

Planning for sustainability will be incorporated into the Master Plan as outlined in FAA AC150/5070-6B. FAA guidance directs the Consultant to identify or consider practices that will enhance the airport’s overall sustainability. These may include initiatives that maximize linkages with public transportation to reduce private vehicle trips to the airport, promote recycling and waste minimization, increase energy efficiency (including the use of alternative energy sources), reduce airport-related emissions, facilitate airport-related community and economic development, and increase community engagement in the airport planning and development process.

Specific sustainability goals and objectives and strategies or measures may be identified during the planning process and will involve the airport reviewing practices for on-airport development, interaction of the airport with users and the public, and airport related financial practices for compliance with FAA guidelines and best business practices.

12.4 Solid Waste Recycling Plan

The Consultant will create an airport-specific Solid Waste Recycling Plan to be included in the Airside and Landside Inventory and Facility Requirements chapters of the Master Plan report. A review will be made of solid waste recycling at the airport, as required by the FAA Modernization and Reform Act of 2012 (FMRA) and FAA Guidance Memorandum, Guidance on Airport Recycling, Reuse and Waste Reduction Plans dated September 30, 2014. The Airport Master Plan will address issues relating to solid waste recycling at the airport. This will include:

- The feasibility of solid waste recycling at the airport
- Minimizing the generation of solid waste at the airport
- Operation and maintenance requirements
- Review of waste management contracts
- The potential for cost saving or generation of revenue

Deliverables

A written narrative to be included in the Master Plan report will be produced as part of this work element.

13.0 ELEMENT 11 - AERIAL IMAGERY AND GROUND SURVEY

- 13.1** It appears that publicly available LiDAR data is available for obstruction analysis and terrain information. If required, a traditional survey will be conducted to accurately locate and determine known and potential natural and manmade obstructions in both runway approach areas. The investigation will encompass the RPZ and approach areas to a distance of 2,000 feet from the threshold or to where there is at least 50 foot of clearance above the highest object in that area. It is anticipated that the consultant will coordinate with the airport and may utilize UAV technology to supplement the LiDAR data.
- 13.2** The Consultant will collect, validate, and perform necessary ground and aerial survey work to assemble current aerial imagery and perform any necessary aerial survey to identify and locate buildings, structures and man-made items relevant to the presentation of an accurate ALP. Most likely this will be performed with a licensed UAV. The Sponsor will allow the UAV flight over the airport facility, in complete coordination with local pilots and the FAA, if needed. The estimated time it should take for this task is about 10-12 hours on-site with travel/expenses.
- 13.3** **An AGIS Submission WILL be part of this study - See Element 17 in Part 2.**

14.0 ELEMENT 12 – REFERENCES, GLOSSARY, AND APPENDICES

- 14.1 References**
A list of references citing data sources used in preparation of the Master Plan report will be provided.
- 14.2 Glossary of Terms**
A list of common acronyms and a glossary of aviation terms will be provided.
- 14.3 Appendices**
As appropriate, appendices will be provided to support the Master Plan report. Possible appendices may include, but are not limited to public involvement activities, forecast approval, Sponsor resolutions, airport zoning and land use regulations, environmental overview agency responses, engineering cost estimates, and the ALP drawing set.

15.0 APPROVAL OF DOCUMENTS

- 15.1 Approval of the ALP**
A preliminary drawing set will be submitted to the Sponsor for review and comment to ensure that the graphic depictions correctly present the Sponsor’s goals. The drawing set and supporting documentation will be submitted to the FAA and IDOT for review and comment. Supporting documentation will include the ALP checklist. Review comments may be addressed prior to submittal of the draft ALP drawing set for airspace review.

The draft ALP drawing set will be submitted to the FAA Helena Airports District Office (ADO) for distribution to various FAA offices for airspace review. If requested, two 24”x36” paper copies of the ALP drawing set and one electronic copy (in PDF format, with each sheet saved as a separate file) will be provided to the FAA for airspace review. On completion of the airspace review, the ALP drawing set will be revised as needed based on the airspace determination and review comments.

The final ALP drawing set will be submitted to the Sponsor for formal acceptance and signatures and returned to the FAA Helena ADO for signatures and distribution. Per Federal grant assurances, the ALP must be kept up-to-date at all times and revisions/modifications to the ALP must be approved by the FAA.

15.2 Approval of the Master Plan Report

Preliminary drafts of the Master Plan report chapters will be submitted to the Sponsor for review and comment to ensure that the narrative correctly presents the Sponsor's goals. The chapters will be submitted to the FAA and IDOT for review and comment. Review comments may be addressed prior to submittal of the final Master Plan report.

The final Master Plan report will be submitted to the Sponsor for formal acceptance. The Sponsor will provide documentation, such as meeting minutes or a resolution, verifying acceptance of the final Master Plan documents. This documentation will be provided to the FAA and IDOT. The final Master Plan report will be submitted to the FAA and IDOT for approval.

16.0 DELIVERABLES

16.1 Quality Control/Assurance

As part of the Consultant's documented Standard Operating Procedure, internal quality assurance and quality control (QA/QC) procedures will be followed prior to submitting the Master Plan report and ALP documents for external review. The Consultant will conform to the currently approved FAA advisory circulars, excluding draft circulars, and supporting guidance published at the time of the approved project agreement.

A peer review will be performed on the Master Plan report as part of the QA/QC procedures. Another Planner with equivalent or greater experience not associated with the project will review the entire Master Plan report to ensure the document meets the quality requirements of the organization.

16.2 Hardcopy Documents

Draft copies of the Master Plan report and ALP will be made available to the Sponsor, FAA, and IDOT, as needed, for review and comment. Ten copies of the final Master Plan report and four (4) copies of the final, full-sized (24"x36") ALP will be distributed to the Sponsor. A final Master Plan report and four (4) copies of the final, full-sized (24"x36") ALP will be distributed to the FAA. A final Master Plan report and a copy of the final, full-sized (24"x36") ALP will be distributed to IDOT.

16.3 Electronic Documents

The Sponsor, FAA, and IDOT will be provided an electronic copy of the final Master Plan report and final ALP in pdf format. The Sponsor will be provided one flash drive containing electronic copies of the final Master Plan report, final ALP, and obstruction survey files in their native format. In addition, the FAA will be provided for airspace review one electronic copy of the ALP drawing set, saved in pdf format with each sheet saved as a separate file.

ALP documents will be prepared using GIS, therefore, there will be no AutoCAD files available.

PART 2: SUPPLEMENTAL SERVICES

The following work items are required to accomplish the Sponsor's and funding agencies' supplemental planning tasks:

17.0 AERIAL AND GROUND SURVEY

17.1 AGIS Survey Objective

The Consultant will collect, validate, and perform necessary survey work to assemble the aerial imagery and perform ground survey as specified per Advisory Circular 150/5300-17C (AC 17C). The Consultant will perform the survey and mapping items specified in Advisory Circulars 150/5300-18B (AC 18B), Table 2.1 “Survey Requirements Matrix” to meet the following AGIS survey objectives:

- Airport Layout Plan (ALP)

17.2 Obstruction Survey

An obstruction survey, aerial photogrammetry, and mapping will be obtained in accordance with FAA requirements and standards. An in-house surveyor (Surveyor) will work with aerial imagery subconsultant to provide field work, computations, and data to the FAA, per FAA Advisory Circulars 150/5300-16A, 17C, and 18B, including:

- Control Surveying
- Stereo Color Aerial Photography
- Orthophoto Mapping Digital Elevation Model
- Vertically Guided Approach Obstruction Surveys
- Photogrammetric Mapping
- FAA AGIS Work Plans and Data Uploads

17.3 AGIS Submittal

The Surveyor will work with the National Geodetic Survey (NGS) and the FAA Airports GIS (AGIS) program to acquire and submit the necessary data to update the affected ALP, including an airspace analysis that will create the base map in Airports GIS for use on future planning and design projects. All necessary existing information will be submitted through the FAA AGIS portal as required by the aforementioned Advisory Circulars (ACs).

17.4 Survey and Imagery Data to be Collected

The Consultant’s in-house Surveyor and subconsultant will address the following applicable items shown on Table 2-1 Survey Requirements Matrix under Airport Layout Plan (ALP) of AC 18B. All survey and imagery data collected must meet the accuracy requirements in the Advisory Circulars listed above.

The following items will be performed by the in-house Surveyor this project:

- Provide a Survey and Quality Control Plan
- Establish or validate Airport Geodetic Control
- Perform, document, and report the tie to National Spatial Reference System (NSRS)
- Document control features requiring digital photographs
- Document control features requiring sketches
- Survey runway ends/thresholds as a quality assurance protocol
- Prepare Airport Manager and Operator Interviews
- Survey runway ends/thresholds
- Determine or validate runway length
- Determine or validate runway width
- Determine runway profile using 50-foot stations

- Determine the touchdown zone elevation (TDZE)
- Determine and document the taxiway intersection to threshold distance
- Determine runway true azimuth
- Determine or validate and document the position of navigational aids
- Collect and document runway and taxiway lighting
- Perform and validate a topographic survey
- Determine elevations or roadways at the intersecting point of the Runway Protection Zone (RPZ) or the runway centerline extended.
- Collect position and type of runway markings
- Identify and survey any displaced thresholds
- Monument displaced thresholds
- Document displaced threshold location
- Determine and document the horizontal extents of any Stopways
- Determine any Stopway profiles
- Determine if the runway has an associated clearway
- Survey clearway to determine object penetrating the slope

17.5 Subconsultant Tasks

The following items will be performed by the subconsultant for this project:

- Collect or validate and document airport planimetric data
- Provide and submit an imagery plan
- Collect imagery
- Perform or validate and document an Airport Airspace Analysis – the obstruction analysis for the airport will use the standards established for Airport Airspace Analysis surveys in Section 2.7 of AC 18B.

17.6 Data Submission

The Consultant will make maximum use of existing data for the airport, which is traceable to the source to meet the requirements of this SOW before undertaking additional data collection. Data collected or proposed for use in a project must meet the tolerances specified in the above Advisory Circulars at the 95 percent confidence level (RMSE) before being used in the project or as part of the required deliverables.

As authorized by the Sponsor, the Consultant will submit all data collected and associated required deliverables in the format(s) specified as outlined in the appropriate Advisory Circular to the FAA Office of Airports, Airport Surveying-GIS Program. All data submissions to the FAA will be through the program's website at <http://airports-gis.faa.gov>. The website also provides guidance on the proper preparation of data for National Geodetic Survey (NGS) for verification.

An eALP will not be created from survey data collected.

17.7 Data Attribution

The Consultant will collect and attribute features to the requirements of AC 18B and submit the attributed features to the AGIS system. The Sponsor will be able to download and distribute AGIS data for future projects. The Consultant will be responsible for the submission, and subsequent acceptance, of mapping and survey data to FAA and NGS as part of this Plan.

End of Scope



AIRPORT: McCall Municipal Airport (KMYL)
 LOCATION: McCall, Idaho
 A.I.P PROJECT NUMBER: 3-16-0023-028-2020
 STATE AERONAUTICS PROJECT NO.: Not Assigned (will seek reimbursement later)
 T-O PROJECT NO.: 200069
 PROJECT DESCRIPTION: Master Plan Project

PROJ. NO: 200069
 DATE: 5/5/20
 REV. NO:



Approved: REP
 Reviewed:
 Original: REP

PLANNING SERVICES		
1.0	PROJECT FORMULATION PHASE	\$7,179.00
2.0	PROJECT MANAGEMENT	\$13,866.00
3.0	ELEMENT 1: PUBLIC INVOLVEMENT	\$31,655.00
4.0	ELEMENT 2: EXECUTIVE SUMMARY AND AIRPORT MASTER PLANS AND INTRODUCTION	\$2,628.00
5.0	ELEMENT 3: EXISTING CONDITIONS	\$36,559.00
6.0	ELEMENT 4: ENVIRONMENTAL CONSIDERATION AND OVERVIEW	\$7,866.00
7.0	ELEMENT 5: AVIATION DEMAND FORECASTS	\$20,700.00
8.0	ELEMENT 6: FACILITY REQUIREMENTS	\$20,774.00
9.0	ELEMENT 7: DEVELOPMENT ALTERNATIVES AND EVALUATION	\$22,980.00
10.0	ELEMENT 8: AIRPORT LAYOUT PLAN	\$61,214.00
11.0	ELEMENT 9: FACILITIES IMPLEMENTATION AND FINANCIAL FEASIBILITY ANALYSIS	\$6,804.00
12.0	ELEMENT 10: COMPLIANCE OVERVIEW, LAND USE COMPATIBILITY, AND SUSTAINABILITY	\$5,406.00
13.0	ELEMENT 11: AERIAL IMAGERY AND GROUND SURVEY	\$9,918.70
14.0	ELEMENT 12: REFERENCES, GLOSSARY, AND APPENDICES	\$5,670.00
15.0	APPROVAL OF DOCUMENTS	\$2,340.00
16.0	DELIVERABLES	\$7,740.00
17.0	AIRPORT OBSTRUCTION SURVEY (AGIS)	\$100,000.00
TOTAL PLANNING FEES		\$363,299.70

Checks

Item No.		Sr. Aviation Planner	Aviation Planner III	Aviation Planner II	Aviation Planner I	GIS Project Manager	GIS Specialist	Project Engineer	Survey Project Manager	Survey Technician	Contract Administrator	Administrative Assistant	Total	Misc.	Cost
1.0	PROJECT FORMULATION PHASE	\$252.00	\$126.00	\$108.00	\$102.00	\$156.00	\$96.00	\$198.00	\$180.00	\$108.00	\$120.00	\$72.00	Hours	Costs	Summary
1.1	Pre-Scoping Meeting	10											10		\$2,520.00
1.2	Scope of Work	5	5										10		\$1,890.00
1.3	Preliminary Estimating	3	3										6		\$1,134.00
1.4	Draft Planning Contract	3	3									2	8		\$1,278.00
1.5	Prepare Federal Grant Application			1									1		\$108.00
Estimated Total Man-hours		21	11	1	0	0	0	0	0	0	0	2	35	\$0.00	\$6,930.00
Summary Costs		\$ 5,292.00	\$ 1,386.00	\$ 108.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 144.00			
	Reimbursable-Mailing												0	\$0.00	\$0.00
	CADD/GIS Time								0				0	\$10.00	\$0.00
	Mileage	215	215										430 Mi	\$0.58	\$249.00
	Lodging and Per Diem												0 Days	\$215.00	\$0.00
	Travel and Airline Costs												0 Trips	\$0.00	\$0.00
TOTAL															\$7,179.00

Checks

Item No.		Sr. Aviation Planner	Aviation Planner III	Aviation Planner II	Aviation Planner I	GIS Project Manager	GIS Specialist	Project Engineer	Survey Project Manager	Survey Technician	Contract Administrator	Administrative Assistant	Total	Misc.	Cost
2.0	PROJECT MANAGEMENT	\$252.00	\$126.00	\$108.00	\$102.00	\$156.00	\$96.00	\$198.00	\$180.00	\$108.00	\$120.00	\$72.00	Hours	Costs	Summary
2.1	Periodic Project Updates	2	5	10									17		\$2,214.00
2.2	Project Management and Project Management Plan	20	10	10	10								50		\$8,400.00
2.3	Coordinate with Subconsultant(s)			5									5		\$540.00
2.4	Prepare Requests for Reimbursement			8							10		18		\$2,064.00
2.5	Prepare Quarterly Performance Reports			4									4		\$432.00
2.6	Prepare SF 425 Federal Financial Report			2									2		\$216.00
Estimated Total Man-hours		22	15	39	10	0	0	0	0	0	10	0	96	\$0.00	\$13,866.00
Summary Costs		\$ 5,544.00	\$ 1,890.00	\$ 4,212.00	\$ 1,020.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -			
	Reimbursable-Mailing												0	\$0.00	\$0.00
	CADD/GIS Time												0	\$10.00	\$0.00
	Miscellaneous												0	\$0.00	\$0.00
	Auto Rental												0 Days	\$0.00	\$0.00
	Mileage												0 Mi	\$0.58	\$0.00
	Lodging and Per Diem												0 Days	\$215.00	\$0.00
	Travel and Airline Costs												0 Trips	\$0.00	\$0.00
TOTAL															\$13,866.00

Checks

Item No.		Sr. Aviation Planner	Aviation Planner III	Aviation Planner II	Aviation Planner I	GIS Project Manager	GIS Specialist	GIS Project Manager	Survey Project Manager	Survey Technician	Contract Administrator	Administrative Assistant	Total	Misc.	Cost
3.0	ELEMENT 1: PUBLIC INVOLVEMENT	\$252.00	\$126.00	\$108.00	\$102.00	\$156.00	\$96.00	\$156.00	\$180.00	\$108.00	\$120.00	\$72.00	Hours	Costs	Summary
3.1	Requirements										0		0		\$0.00
3.2	Public Meetings	50	50	55									155		\$24,840.00
3.3	Technical Advisory Council	10	5	10									25		\$4,230.00
3.4	Project Website			10									10		\$1,080.00
	Estimated Total Man-hours	60	55	75	0	0	0	0	0	0	0	0	190	\$0.00	\$30,150.00
	Summary Costs	\$ 15,120.00	\$ 6,930.00	\$ 8,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
	Reimbursable-Mailing												1	\$200.00	\$200.00
	CADD/GIS Time												0	\$10.00	\$0.00
	Miscellaneous												0	\$0.00	\$0.00
	Auto Rental												0 Days	\$0.00	\$0.00
	Mileage		2250										2250 Mi	\$0.58	\$1,305.00
	Lodging and Per Diem												0 Days	\$215.00	\$0.00
	Travel and Airline Costs												0 Trips	\$0.00	\$0.00
														TOTAL	\$31,655.00

0.0

Checks

Item No.		Sr. Aviation Planner	Aviation Planner III	Aviation Planner II	Aviation Planner I	GIS Project Manager	GIS Specialist	Project Engineer	Survey Project Manager	Survey Technician	Contract Administrator	Administrative Assistant	Total	Misc.	Cost
4.0	ELEMENT 2: EXECUTIVE SUMMARY AND AIRPORT MASTER PLANS AND INTRODUCTION	\$252.00	\$126.00	\$108.00	\$102.00	\$156.00	\$96.00	\$198.00	\$180.00	\$108.00	\$120.00	\$72.00	Hours	Costs	Summary
4.1	Executive Summary	1	5	8									14		\$1,746.00
4.2	Airport Master Plans and Introduction		1	7									8		\$882.00
	Estimated Total Man-hours	1	6	15	0	0	0	0	0	0	0	0	22	\$0.00	\$2,628.00
	Summary Costs	\$ 252.00	\$ 756.00	\$ 1,620.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
	Reimbursable-Mailing												0	\$200.00	\$0.00
	CADD/GIS Time							0	0				0	\$10.00	\$0.00
	Miscellaneous - Supplies												0	\$200.00	\$0.00
	Auto Rental												0 Days	\$50.00	\$0.00
	Mileage												0 Mi	\$0.58	\$0.00
	Lodging and Per Diem												0 Days	\$215.00	\$0.00
	Travel and Airline Costs												0 Trips	\$500.00	\$0.00
														TOTAL	\$2,628.00

Checks

Item No.		Sr. Aviation Planner	Aviation Planner III	Aviation Planner II	Aviation Planner I	GIS Project Manager	GIS Specialist	Project Engineer	Survey Project Manager	Survey Technician	Contract Administrator	Administrative Assistant	Total	Misc.	Cost
5.0	ELEMENT 3: EXISTING CONDITIONS	\$252.00	\$126.00	\$108.00	\$102.00	\$156.00	\$96.00	\$198.00	\$180.00	\$108.00	\$120.00	\$72.00	Hours	Costs	Summary
5.1	Socioeconomic Overview	1	1	20	10								32		\$3,558.00
5.2	Background Section		1	15	10								26		\$2,766.00
5.3	Inventory of Existing Conditions	1	5	20	10								36		\$4,062.00
5.4	Regional Setting and Land Use		1	8	8		5						22		\$2,286.00
5.5	Current Traffic Determination (camera data review)	3	5	20	140								168		\$17,826.00
	Estimated Total Man-hours	5	13	83	178	0	5	0	0	0	0	0	284	\$0.00	\$30,498.00
	Summary Costs	\$ 1,260.00	\$ 1,638.00	\$ 8,964.00	\$ 18,156.00	\$ -	\$ 480.00	\$ -	\$ -	\$ -	\$ -	\$ -			
	Reimbursable-Mailing												0	\$0.00	\$0.00
	Supplies							0	0				4	\$200.00	\$800.00
	Cultural Survey (dirt only)												1	\$5,000.00	\$5,000.00
	Auto Rental												0 Days	\$0.00	\$0.00
	Mileage			450									450 Mi	\$0.58	\$261.00
	Lodging and Per Diem												0 Days	\$215.00	\$0.00
	Travel and Airline Costs												0 Trips	\$0.00	\$0.00
														TOTAL	\$36,559.00

Checks

Item No.		Sr. Aviation Planner	Aviation Planner III	Aviation Planner II	Aviation Planner I	GIS Project Manager	GIS Specialist	Project Engineer	Survey Project Manager	Survey Technician	Contract Administrator	Administrative Assistant	Total	Misc.	Cost
6.0	ELEMENT 4: ENVIRONMENTAL CONSIDERATION AND OVERVIEW	\$252.00	\$126.00	\$108.00	\$102.00	\$156.00	\$96.00	\$198.00	\$180.00	\$108.00	\$120.00	\$72.00	Hours	Costs	Summary
6.1	Environmental Considerations	1	2	15									18		\$2,124.00
6.2	Environmental Overview		2	15									17		\$1,872.00
6.3	Initial Environmental Studies		1	15									16		\$1,746.00
6.4	Noise	1	2	15									18		\$2,124.00
	Estimated Total Man-hours	2	7	60	0	0	0	0	0	0	0	0	69		
	Summary Costs	\$ 504.00	\$ 882.00	\$ 6,480.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0.00	\$7,866.00
	Reimbursable-Mailing												0	\$0.00	\$0.00
	CADD/GIS Time							0	0				0	\$10.00	\$0.00
	Miscellaneous												0	\$5,000.00	\$0.00
	Auto Rental												0 Days	\$0.00	\$0.00
	Mileage												0 Mi	\$0.58	\$0.00
	Lodging and Per Diem												0 Days	\$215.00	\$0.00
	Travel and Airline Costs												0 Trips	\$0.00	\$0.00
	TOTAL														\$7,866.00

Checks

Item No.		Sr. Aviation Planner	Aviation Planner III	Aviation Planner II	Aviation Planner I	GIS Project Manager	GIS Specialist	Project Engineer	Survey Project Manager	Survey Technician	Contract Administrator	Administrative Assistant	Total	Misc.	Cost
7.0	ELEMENT 5: AVIATION DEMAND FORECASTS	\$252.00	\$126.00	\$108.00	\$102.00	\$156.00	\$96.00	\$198.00	\$180.00	\$108.00	\$120.00	\$72.00	Hours	Costs	Summary
7.1	Purpose of Aviation Demand Forecasts		1	1	3								5		\$540.00
7.2	Industry Trends		2	8	3								13		\$1,422.00
7.3	Forecasting Methodology		18	8	3								29		\$3,438.00
7.4	Review of Historical Aviation Activity	1	5	8	5								19		\$2,256.00
7.5	Forecast of General Aviation Activity	3	5	25	20								53		\$6,126.00
7.6	Forecast Summary Comparisons		2	20	10								32		\$3,432.00
7.7	Critical (or Design) Aircraft	3	5	10	10								28		\$3,486.00
	Estimated Total Man-hours	7	38	80	54	0	0	0	0	0	0	0	179		
	Summary Costs	\$ 1,764.00	\$ 4,788.00	\$ 8,640.00	\$ 5,508.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0.00	\$20,700.00
	Reimbursable-Mailing												0	\$0.00	\$0.00
	CADD/GIS Time							0	0				0	\$10,000.00	\$0.00
	Miscellaneous												0	\$0.00	\$0.00
	Auto Rental												0 Days	\$0.00	\$0.00
	Mileage												0 Mi	\$0.58	\$0.00
	Lodging and Per Diem												0 Days	\$215.00	\$0.00
	Travel and Airline Costs												0 Trips	\$0.00	\$0.00
	TOTAL														\$20,700.00

Checks

Item No.		Sr. Aviation Planner	Aviation Planner III	Aviation Planner II	Aviation Planner I	GIS Project Manager	GIS Specialist	Project Engineer	Survey Project Manager	Survey Technician	Contract Administrator	Administrative Assistant	Total	Misc.	Cost
8.0	ELEMENT 6: FACILITY REQUIREMENTS	\$252.00	\$126.00	\$108.00	\$102.00	\$156.00	\$96.00	\$198.00	\$180.00	\$108.00	\$120.00	\$72.00	Hours	Costs	Summary
8.1	Emerging Trends		2	8									10		\$1,116.00
8.2	Airfield Capacity		2	8									10		\$1,116.00
8.3	Airfield Development	3	5	10									18		\$2,466.00
8.4	Support Facilities	1	5	15									21		\$2,502.00
8.5	Airspace and Surfaces		2	8									10		\$1,116.00
8.6	General Aviation Requirements	2	5	15									22		\$2,754.00
8.7	Air Cargo Requirements		2	8									10		\$1,116.00
8.8	Firefighting Activities	2	5	15									22		\$2,754.00
8.9	Airport Access		2	8									10		\$1,116.00
8.10	Instrument Approach Procedures		1	8									9		\$990.00
8.11	Land Use Zoning		2	8			5						15		\$1,596.00
8.12	Non-Standard Conditions		2	10									12		\$1,332.00
	Estimated Total Man-hours	8	35	121	0	0	5	0	0	0	0	0	169		
	Summary Costs	\$ 2,016.00	\$ 4,410.00	\$ 13,068.00	\$ -	\$ -	\$ 480.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$0.00	\$19,974.00
	Reimbursable-Mailing													\$0.00	\$0.00
	CADD/GIS Time							0	0				0	\$10.00	\$0.00
	Miscellaneous - Supplies												4	\$200.00	\$800.00
	Auto Rental												0 Days	\$0.00	\$0.00
	Mileage												0 Mi	\$0.58	\$0.00
	Lodging and Per Diem												0 Days	\$215.00	\$0.00
	Travel and Airline Costs												0 Trips	\$0.00	\$0.00
	TOTAL														\$20,774.00

Checks

Item No.		Sr. Aviation Planner	Aviation Planner III	Aviation Planner II	Aviation Planner I	GIS Project Manager	GIS Specialist	Project Engineer	Survey Project Manager	Survey Technician	Contract Administrator	Administrative Assistant	Total	Misc.	Cost	
12.0	ELEMENT 10: COMPLIANCE OVERVIEW, LAND USE COMPATIBILITY, AND SUSTAINABILITY	\$252.00	\$126.00	\$108.00	\$102.00	\$156.00	\$96.00	\$198.00	\$180.00	\$108.00	\$120.00	\$72.00	Hours	Costs	Summary	
12.1	Planning for Compliance			8									8		\$864.00	
12.2	Compatible Land Use	2	2	8									12		\$1,620.00	
12.3	Sustainability	2	2	8		2							14		\$1,932.00	
12.4	Solid Waste Recycling Plan		1	8									9		\$990.00	
Estimated Total Man-hours		4	5	32	0	2	0	0	0	0	0	0	43		\$5,406.00	
Summary Costs		\$ 1,008.00	\$ 630.00	\$ 3,456.00	\$ -	\$ 312.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Reimbursable-Mailing															\$0.00	\$0.00
CADD/GIS Time								0	0				0		\$10.00	\$0.00
Miscellaneous													0		\$0.00	\$0.00
Auto Rental													0 Days		\$0.00	\$0.00
Mileage													0 Mi		\$0.58	\$0.00
Lodging and Per Diem													0 Days		\$215.00	\$0.00
Travel and Airline Costs													0 Trips		\$0.00	\$0.00
														TOTAL		\$5,406.00

Item No.		Sr. Aviation Planner	Aviation Planner III	Aviation Planner II	Aviation Planner I	GIS Project Manager	GIS Specialist	Project Engineer	Survey Project Manager	Survey Technician	Contract Administrator	Administrative Assistant	Total	Misc.	Cost	
13.0	ELEMENT 11: AERIAL IMAGERY AND GROUND SURVEY	\$252.00	\$126.00	\$108.00	\$102.00	\$156.00	\$96.00	\$198.00	\$180.00	\$108.00	\$120.00	\$72.00	Hours	Costs	Summary	
13.1	LiDAR Data					2	15						17		\$1,752.00	
13.2	Ground and Aerial Survey									24			24		\$2,592.00	
Estimated Total Man-hours		0	0	0	0	2	15	0	0	24	0	0	41		\$4,344.00	
Summary Costs		\$ -	\$ -	\$ -	\$ -	\$ 312.00	\$ 1,440.00	\$ -	\$ -	\$ 2,592.00	\$ -	\$ -				
Planimetric Collection and Obstruction Analysis of Approach and Departure Areas													1		\$5,000.00	\$5,000.00
CADD/GIS Time								0	0				0		\$10.00	\$0.00
UAV Flight Charge										6			6		\$75.00	\$450.00
Auto Rental													0 Days		\$0.00	\$0.00
Mileage										215			215 Mi		\$0.58	\$124.70
Lodging and Per Diem													0 Days		\$215.00	\$0.00
Travel and Airline Costs													0 Trips		\$0.00	\$0.00
														TOTAL		\$9,918.70

Item No.		Sr. Aviation Planner	Aviation Planner III	Aviation Planner II	Aviation Planner I	GIS Project Manager	GIS Specialist	Project Engineer	Survey Project Manager	Survey Technician	Contract Administrator	Administrative Assistant	Total	Misc.	Cost	
14.0	ELEMENT 12: REFERENCES, GLOSSARY, AND APPENDICES	\$252.00	\$126.00	\$108.00	\$102.00	\$156.00	\$96.00	\$198.00	\$180.00	\$108.00	\$120.00	\$72.00	Hours	Costs	Summary	
14.1	References		1	8	4								13		\$1,398.00	
14.2	Glossary of Terms		1	4	4								9		\$966.00	
14.3	Appendices		1	20	10								31		\$3,306.00	
Estimated Total Man-hours		0	3	32	18	0	0	0	0	0	0	0	53		\$5,670.00	
Summary Costs		\$ -	\$ 378.00	\$ 3,456.00	\$ 1,836.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Reimbursable-Mailing															\$0.00	\$0.00
CADD/GIS Time								0	0				0		\$10.00	\$0.00
Miscellaneous													0		\$0.00	\$0.00
Auto Rental													0 Days		\$0.00	\$0.00
Mileage													0 Mi		\$0.58	\$0.00
Lodging and Per Diem													0 Days		\$215.00	\$0.00
Travel and Airline Costs													0 Trips		\$0.00	\$0.00
														TOTAL		\$5,670.00

Item No.		Sr. Aviation Planner	Aviation Planner III	Aviation Planner II	Aviation Planner I	GIS Project Manager	GIS Specialist	Project Engineer	Survey Project Manager	Survey Technician	Contract Administrator	Administrative Assistant	Total	Misc.	Cost	
15.0	APPROVAL OF DOCUMENTS	\$252.00	\$126.00	\$108.00	\$102.00	\$156.00	\$96.00	\$198.00	\$180.00	\$108.00	\$120.00	\$72.00	Hours	Costs	Summary	
15.1	Approval of the ALP	2	1	5									8		\$1,170.00	
15.2	Approval of the Master Plan Report	2	1	5									8		\$1,170.00	
Estimated Total Man-hours		4	2	10	0	0	0	0	0	0	0	0	16		\$2,340.00	
Summary Costs		\$ 1,008.00	\$ 252.00	\$ 1,080.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Reimbursable-Mailing															\$0.00	\$0.00
CADD/GIS Time								0	0				0		\$10.00	\$0.00
Miscellaneous													0		\$0.00	\$0.00
Auto Rental													0 Days		\$0.00	\$0.00
Mileage													0 Mi		\$0.58	\$0.00
Lodging and Per Diem													0 Days		\$215.00	\$0.00
Travel and Airline Costs													0 Trips		\$0.00	\$0.00
														TOTAL		\$2,340.00

Item No.		Sr. Aviation Planner	Aviation Planner III	Aviation Planner II	Aviation Planner I	GIS Project Manager	GIS Specialist	Project Engineer	Survey Project Manager	Survey Technician	Contract Administrator	Administrative Assistant	Total	Misc.	Cost
16.0	DELIVERABLES	\$252.00	\$126.00	\$108.00	\$102.00	\$156.00	\$96.00	\$198.00	\$180.00	\$108.00	\$120.00	\$72.00	Hours	Costs	Summary
16.1	Quality Control/Assurance	10	10	10									30		\$4,860.00
16.2	Hard Copy Documents			10								10	20		\$1,800.00
16.3	Electronic Documents			10									10		\$1,080.00
Estimated Total Man-hours		10	10	30	0	0	0	0	0	0	0	10	60		\$7,740.00
Summary Costs		\$ 2,520.00	\$ 1,260.00	\$ 3,240.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 720.00			
Reimbursable-Mailing															\$0.00
CADD/GIS Time								0	0				0		\$10.00
Miscellaneous													0		\$0.00
Auto Rental													0 Days		\$0.00
Mileage													0 Mi		\$0.58
Lodging and Per Diem													0 Days		\$215.00
Travel and Airline Costs													0 Trips		\$0.00
														TOTAL	\$7,740.00

Checks

Item No.		Sr. Aviation Planner	Aviation Planner III	Aviation Planner II	Aviation Planner I	GIS Project Manager	GIS Specialist	Project Engineer	Survey Project Manager	Survey Technician	Contract Administrator	Administrative Assistant	Total	Misc.	Cost
17.0	AIRPORT OBSTRUCTION SURVEY (AGIS)	\$252.00	\$126.00	\$108.00	\$102.00	\$156.00	\$96.00	\$198.00	\$180.00	\$108.00	\$120.00	\$72.00	Hours	Costs	Summary
17.1	Airport Obstruction Survey and AGIS Submission												0		\$0.00
Estimated Total Man-hours		0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
Summary Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$0.00
Planimetric Collection and Obstruction Analysis of Approach and Departure Areas													1	\$100,000.00	\$100,000.00
CADD/GIS Time								0	0				0		\$10.00
UAV Flight Charge													0		\$75.00
Auto Rental													0 Days		\$125.00
Mileage													0 Mi		\$0.58
Lodging and Per Diem													0 Days		\$215.00
Travel and Airline Costs													0 Trips		\$900.00
														TOTAL	\$100,000.00

Checks

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 20-158
Meeting Date May 21, 2020**

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Approve the Federal Aviation Administration grant award for the Taxiway Relocation Project (AIP 3-16-23-027-2020)</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:	\$ 7,861,402			
FUNDING SOURCE:	100% FAA grant funded	Airport	RMS	Originator
		Library		
TIMELINE:	FAA requires the grant to be signed and returned by May 29 th .	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

The Federal Aviation Administration (FAA) has determined the distance between Runway 16/34 and Taxiway A does not meet FAA standards. This grant award will provide the funding for the construction of a new parallel taxiway located 300 feet from the Runway.

The FAA has awarded a grant of \$7,861.402 which will provide funding for the demolition of existing pavement, earthwork, drainage, electrical systems, fencing, and constructing the new taxiway – along with engineering services and construction oversight.

Construction is expected to commence on July 6 with an estimated completion in mid-October. The project will be completed in 5 phases to minimize impact on airport users. Coordination with all airport users will continue through construction.

The Notice of Award and Agreement will be available by the meeting.

RECOMMENDED ACTION:

Approve the Federal Aviation Administration grant award for the Taxiway Relocation Project (AIP 3-16-23-027-2020) and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 20-153
Meeting Date May 21, 2020**

AGENDA ITEM INFORMATION				
SUBJECT: <i>Request to Approve the JarMar Investments Letter of Credit with option to convert to an Escrow Agreement for the Thompson Place Condominiums</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development	WB	Originator
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	N/A	Airport		
FUNDING SOURCE:	N/A	Library		
TIMELINE:	N/A	Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT:				
<p>The applicant, JarMar Investments for the Thompson Place Condominiums, would like to pull a building permit prior to completion of public improvements, which shall be completed by December 31, 2020 per the approved development agreement.</p> <p>Financial guarantees for all deferred public infrastructure improvements are required per McCall City Code 3.10.10, and in accordance with the approved development agreement. The applicant has chosen to financially assure deferred improvements with a Letter of Credit, drafted by the McCall City Attorney, with an option to convert to an Escrow Agreement at a future date.</p> <p>Attached is the approved development agreement. The draft Letter of Credit will be provided as soon it is comes back from the attorney.</p>				
RECOMMENDED ACTION:				
Approve the Letter of Credit with JarMar Investments for the Thompson Place Condominiums and authorize the Mayor to sign all necessary documents.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			
March 28, 2019	City Council approved findings of facts and conclusions of law for the Thompson Place Planned Unit Development General Plan (PUD-18-03), Subdivision Preliminary Plat (SUB-18-06), Zoning Amendment (ZON-18-03) application, appeal of P&Z Design Review (DR-18-52) denial, and associated Development Agreement.			
September 26, 2019	City Council approved an addendum to the development agreement.			
March 26, 2020	City Council approved an amendment to the addendum to the development agreement.			
April 9, 2020	City Council approved the findings of facts and conclusions of law for the Thompson Place Planned Unit Development Final Plan (PUD-18-03) and Subdivision Final Plat (SUB-18-06).			

Recording Requested By and
When Recorded Return to:

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

Instrument # 422346

VALLEY COUNTY, CASCADE, IDAHO

7-30-2019 08:43:40 AM No. of Pages: 12

Recorded for : CITY OF MCCALL

DOUGLAS A. MILLER

Fee: 0.00

Ex-Officio Recorder Deputy

Index to: AGREEMENT

CW

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT (Thompson Place)

This Development Agreement, hereinafter referred to as "Agreement", is entered into on March 28, 2019 by and between the City of McCall, a municipal corporation of the State of Idaho, hereinafter referred to as the "City", and Kurt Marostica, hereinafter referred to as "Owner" whose address is 534 E. Fairbrook Court, Boise, Idaho 83706, and who is the owner of Thompson Place, hereinafter referred to as the "Project" which is more particularly described in the attached **Exhibit A** (the "Property").

WHEREAS, approval of the Planned Unit Development (PUD-18-03) General Plan, Subdivision (SUB-18-06) Preliminary Plat, Rezone (ZON-18-03), and Design Review (DR-18-52) Applications (the "Applications") were granted by the McCall City Council at its March 28, 2019 meeting; and

WHEREAS, the said approvals contained various conditions regarding which the City and Owner have reached agreement and which agreement the City and Owner desire to memorialize certain conditions regarding the PUD 18-03, SUB 18-06, and DR 18-52 approvals, with the further understanding that it may be necessary to supplement and amend this Agreement to memorialize additional terms and conditions as the PUD and platting process proceeds.

WHEREFORE, the City and Owner do enter into this Agreement for and in consideration of the mutual covenants, duties, and obligations herein set forth, as follows:

ARTICLE I LEGAL AUTHORITY

- 1.1 This Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and McCall City Code, Title 9, Chapter 6.

ARTICLE II ONSITE ROADWAY, PARKING AREA, STORM DRAINAGE, WATER, AND SEWER

- 2.1 Owner shall complete the installation of onsite roadway, parking area, utilities and storm drainage improvements to the Project, pursuant to the specifications of the City of McCall, as depicted in the Applications. Either party shall give the other at least 30 days prior written notice before proceeding with all or any part of

the Road and Storm Drainage Improvements. Owner shall be responsible for the cost of construction of the onsite improvements.

2.2 Preliminary engineering drawings for roadway, storm drainage, water, and sewer improvements have been prepared and submitted by Owner in the Applications.

2.2.1 Owner shall submit final construction drawings for onsite roadway, storm drainage, water, and sewer improvements to the City prior to or with the application for Subdivision Final Plat.

2.3 Owner shall construct the onsite service connections for water and sewer services for the Project, pursuant to the specifications approved by the City of McCall, City Engineer, and Payette Lakes Recreational Water and Sewer District (PLRWSD). Owner shall complete the construction of the water infrastructure before any building permits are issued.

2.4 The construction of the sewer service connections must be completed before any Certificates of Occupancy are granted in the Project.

ARTICLE III THOMPSON AVENUE OFF-SITE IMPROVEMENTS AND UTILITIES

3.1 Prior to the earlier to occur of the execution by the City Council and recordation of the Final Subdivision Plat for the Project or the issuance of a Building Permit for any unit, Owner shall either complete the following described off-site improvements to Thompson Avenue and utilities or shall financially assure completion of the same in compliance with the applicable provisions of the McCall City Code.

(a) Owner shall improve Thompson Avenue to a paved standard, widening as identified in **Exhibit B**, thereby providing an improved surfaced road connection to Park Street. Improvements are hereinafter referred to as the “Thompson Avenue Improvement”. For purposes of this Agreement the term “Thompson Avenue Improvement” shall include, by way of example and not limitation, the following costs: (i) Right-of-way Permitting; (ii) Civil engineering design; (iii) Project inspection; (iv) Project Management; (v) Surveying; (vi) Construction of the paved street section; and (vii) striping, signage, and to the extent required, lighting.

(i) Owner shall be responsible for funding and completing the Thompson Avenue Improvement.

(b) The City shall regularly inspect the work as Owner proceeds with the Thompson Avenue Improvement and will identify any deficiencies in the work, such that Owner has reasonable opportunity to correct any such deficiencies before proceeding

further with the work. Approval of the work, or any portion thereof, by the City's inspector, shall constitute approval by the City.

- 3.2 Owner shall be responsible for the maintenance of sidewalks and pathways in accordance with McCall City Code Title 8, Chapter 5, Section 010.
- 3.3 Prior to the earlier to occur of the recordation of the Final Subdivision Plat for the Project or the issuance of a Building Permit for any unit, Owner shall either complete the following described improvements to the overhead utilities which currently exist along Thompson Avenue or shall financially assure completion of the same in compliance with the applicable provisions of the McCall City Code (MCC 9.6.067).
 - (a) Owner shall cause the overhead utilities, from the easterly property boundary west to the intersection with Park Street, to be placed underground, hereinafter referred to as the "Thompson Avenue Utility Project".
- 3.4 Owner shall complete all off-site improvements described in this Article by December 31, 2020.

ARTICLE IV CONDITIONS ON DEVELOPMENT

- 4.1 Prior to any site work or disturbance, the applicant shall receive engineering approval from the McCall City Engineer for project final civil designs.
- 4.2 Prior to issuance of a Building Permit for any unit, Owner shall:
 - 4.2.1 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).
 - 4.2.2 Construct and receive final acceptance of water service infrastructure.
 - 4.2.3 Establish deed and/or lease restrictions in accordance with McCall's Local Housing Incentive Program for the first twelve (12) units to be constructed.
 - 4.2.4 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.
 - 4.2.5 Receive approval from the Payette Lakes Recreational Water and Sewer District for the sewer line extension and connections and shall purchase sewer connection permits.
 - 4.2.6 Provide a lighting plan and photometric analysis that demonstrates that the site and exterior building lighting will comply with the McCall Outdoor Lighting

Ordinance, pursuant to MCC 3.14. The plan shall include street lighting at street intersections in accordance with MCC 9.6.02.C.

4.2.7 Provide a detailed landscaping plan that identifies the plant size at the time of installation and location of irrigation throughout the project, and groundcover to be used within the common area for review and approval by the City Arborist.

4.3 Prior to issuance of a final Certificate of Occupancy for any unit, Owner shall:

4.3.1 Complete the onsite improvements as described in Article II 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.

4.3.2 Complete the off-site improvements described in Article III.

4.4 Submittal of PUD Final Plan and Subdivision Final Plat applications for approval from the McCall City Council applications shall occur not later than December 31, 2020.

4.5 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.

4.6 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.

ARTICLE V AFFIDAVIT OF PROPERTY OWNER

5.1 The signature of Owner agreeing to submit the Property to this Agreement and to the provisions set forth in Idaho Code Section 67-6511A and McCall City Code shall be provided and are incorporated into the Agreement.

ARTICLE VI FINANCIAL ASSURANCES

6.1 Prior to issuance of a Building Permit, Owner shall either complete the off-site improvements as outlined in Article III and in accordance with the Applications PUD 18-03 and SUB 18-06 or shall financially assure completion of the same in compliance with the applicable provisions of the M.C.C. Section 9.2.07.

6.2 Owner shall guarantee 125% of the estimated cost to complete all of the infrastructure improvements for the Applications described in this Agreement that are not yet completed and have not been prepaid, in accordance with the provisions of M.C.C. Section 9.2.07, as follows:

- 6.2.1 The estimated cost to complete the infrastructure improvements is \$261,977 amount, as shown at **Exhibit C**. 125% of that sum (i.e., \$327,471) will be guaranteed by Owner prior to Final Plat recordation or prior to issuance of a Building Permit for any unit in accordance with the terms of M.C.C. § 3.10.10 for PUDs.
- 6.2.2 If the actual cost to complete any infrastructure line item is greater than 125% of the Extended Price for such, then Owner the party performing the work-shall bear the additional cost.

**ARTICLE VII
ZONING MAP AMENDMENT**

- 7.1 Per MCC 3.13. A Zoning Map Amendment to convert the existing of Lot 5, Jacob’s Landing Subdivision from R8 – Medium density residential zoning to R16 – High Density Residential to facilitate the construction of a new sixteen (16) unit condominium project to consist of four (4) fourplex structures, the first twelve (12) units (three (3) fourplexes) of which to be deed restricted for local housing. The rezone is consistent with the 2018 McCall Area Comprehensive Plan Future Land Use Map.
- 7.2 The applicant shall execute the rezone and receive final plat (SUB-18-06) and final plan (18-03) approval for the proposed sixteen (16) unit Thompson Place Planned Unit Development within thirty-six (36) months of City Council approval for the re-zone application or the parcel shall revert back to the original R8 – Medium Density Residential zoning.
- 7.3 Eligibility for the McCall Local Housing Incentive Program shall be met in order to receive financial incentives according to the adopted Policy (McCall City Council Resolution 19-2)
- 7.4 Deed Restrictions shall be approved by the City and recorded prior to the issuance of a building permit; such restrictions must also be accepted in writing by any lender financing the project expressly providing that the lender(s) agrees to be bound by the terms of such restrictions. In lieu of written acceptance of such restrictions by a lender, the recording of any encumbrance by a lender is defacto acknowledgment that the encumbrance is expressly subject to the deed restrictions and this Agreement.
- 7.5 Failure to meet the criteria of deed restrictions will revert the property to the original zoning (R8) which could result in structures being categorized as non-conforming uses and/or structures which could limit the ability to rebuild or remodel the same, and in addition Owner shall disgorge all financial incentives received from the City under Article XI and relinquish the right to receive any further financial incentives otherwise granted but not yet realized. Payment of disgorged financial incentives shall occur not later than thirty (30) days following delivery of written notice of default and invoice from the City. Failure to remit the

financial incentives shall entitle the City to file suit to recover all sums due from Owner, or his successors in interest if the default occurs after transfer of the premises to a successor. This remedy is in addition to any other remedies set forth in Article VIII below.

ARTICLE VIII DEFAULT

- 8.1 In the event Owner, its successors, assignees, or subsequent owners of the property or any other person acquiring an interest in the property, fail to faithfully and materially comply with all of the terms and conditions included in this Agreement, such failure to comply will be deemed a default hereunder. In that event, City shall have the following options:
- (a) This agreement and the commitments contained herein may be terminated, and the zoning designation reversed, if City provides written notice of Owner's default, and provides the hearing required by I.C.67-6509. Provided, however, no such termination or reversal shall occur unless City provides written notice of the default and Owner fails to cure such default within ninety (90) days after mailing of delivery of said notice.
 - (b) Enforcement of this Agreement may be sought in an action at law or in equity in Valley County District Court. The prevailing party in such action shall be entitled to recover its attorney fees and costs incurred, including fees and costs incurred on appeal.
 - (c) A waiver by City of any default by Owner of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of City or apply to any subsequent breach of any covenants or conditions.
 - (d) Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, by Owner, the parties agree that Owner shall have ninety (90) days after delivery by the City to Owner of written notice of such default to correct the same prior to the City's seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such ninety (90) day period, Owner shall commence curing the same within the ninety (90) day period and prosecute the curing of same with diligence and continuity, then the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of the same, but in any event not to exceed (6) months; and provided further, however, no default by a subsequent owner of a portion of the property shall constitute a default by Owner for the portion of the property still owned by Owner.
 - (e) In the event the performance of any obligation to be performed hereunder by Owner is delayed for causes that are beyond the reasonable control of

Owner, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, or acts of God, the time for such performance shall be extended by the amount of time of such delay.

- (f) In addition to the remedies set forth above, in the event of a default by Owner or any other party claiming an interest herein, which default is not cured within the applicable cure period after receiving written notice thereof, City may withhold building permits for any remaining housing units within the Project until such time as the default is cured.

8.2 In the event the City fails to faithfully and materially comply with all of the terms and conditions included in this Agreement, such failure to comply will be deemed a default hereunder. In that event, Owner shall have the following options:

- (a) Enforcement of this Agreement may be sought in an action at law or in equity in Valley County District Court. The prevailing party in such action shall be entitled to recover its attorney fees and costs incurred, including fees and costs incurred on appeal.
- (b) A waiver by Owner of any default by City of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of Owner or apply to any subsequent breach of any covenants or conditions.
- (c) Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, by City, the parties agree that City shall have ninety (90) days after delivery by Owner to the City of written notice of such default to correct the same prior to Owner's seeking any remedy provided for herein.

ARTICLE IX UNENFORCEABLE PROVISIONS

9.1 If any term, provision, commitment or restriction of this Agreement or the application thereof to any party or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.

ARTICLE X ASSIGNMENT AND TRANSFER

10.1 After its execution, the Agreement shall be recorded in the office of the County Recorder. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, and shall run with the land. This Agreement shall be binding on the City and Owner and their respective heirs, administrators, executors, agents, legal representatives, successors, and assignees; provided, however, that if all or any portion of the Property is divided, the purchaser of one

or unit(s) shall not be responsible for the obligations of Owner hereunder. The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's unit.

ARTICLE XI GENERAL MATTERS

- 11.1 Amendments. Any alteration or change to the final Agreement shall be made only after complying with the notice and hearing provisions of Idaho Code Section 67-6509, as required by McCall City Code, Title 3, Chapter 15.
- 11.2 Paragraph Headings. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.
- 11.3 Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Agreement. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Valley County, Idaho.
- 11.4 Notices. Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below:

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

Owner: Kurt Marostica
 534 E. Fairbrook Court
 Boise, Idaho 83706

or such other addresses and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, effective on the day and year first above written.

OWNER

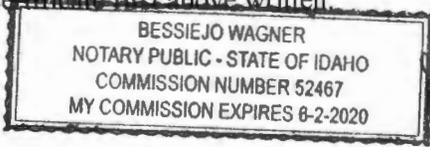
By: Kurt Marostica

Printed Name: Kurt Marostica

STATE OF IDAHO,)
) ss
County of Valley)

On this 5 day of July, 2019, before me, BessieJo Wagner, a Notary Public in and for said State, personally appeared Kurt Marostica, known or identified to me, and acknowledged to me, to be the Owner of Thompson Place project, and the person who executed this instrument.

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

(SEAL)  BessieJo Wagner
NOTARY PUBLIC FOR IDAHO

CITY OF MCCALL

Jackie J. Aymon
Jackie J. Aymon, Mayor, City of McCall

ATTEST:
BessieJo Wagner
BessieJo Wagner, McCall City Clerk

STATE OF IDAHO,)
) ss
County of Valley.)

On this 10 day of July, 2019, before me, Shay Tyler, a Notary Public in and for said State, personally appeared Jackie J. Aymon and BessieJo Wagner known or identified to me to be the Mayor and the City Clerk of the City of McCall, ID, respectively, the Idaho municipal corporation that executed the instrument or the person that executed the instrument on of behalf of said municipal corporation, and the person who attested the Mayor's signature to the instrument, and acknowledged to me that such municipal corporation executed the same.

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

(SEAL)  Shay Tyler
NOTARY PUBLIC FOR IDAHO

**EXHIBIT A
LEGAL DESCRIPTION**

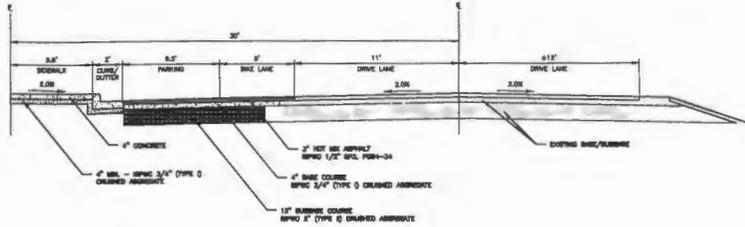
Lot 5, Jake's Landing Townhomes, according to the official plat thereof, filed in Official Records of Valley County, Idaho.

NOTES:

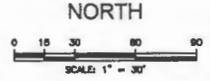
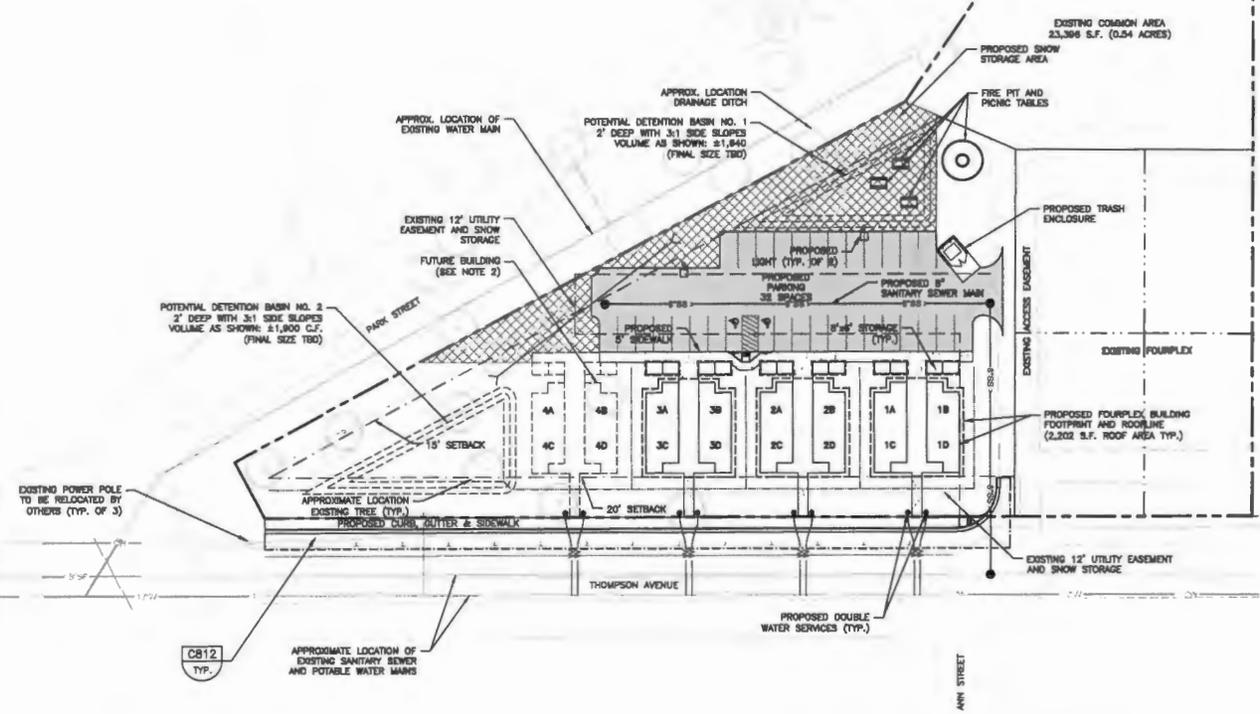
1. THE BASE MAP DATA SHOWN ON THIS PLAN IS BASED ON A COMBINATION OF MAPPING PROVIDED BY SEEDSH ENGINEERING, INC. AND COPYRIGHTED GIS DATA FROM THE CITY OF MCCALL, AND MAY NOT BE COPIED OR REPRODUCED WITHOUT EXPRESS WRITTEN CONSENT FROM THE CITY OF MCCALL.
2. EXISTING ZONE R8
PROPOSED ZONE R18
PROPOSED 4-FOURPLEX BUILDINGS FOR A TOTAL OF 18 UNITS, APPROX. 840 S.F. PER UNIT.
BUILDING 4 WILL BE CONSTRUCTED IN THE FUTURE ONCE PLUMBS WILL ALLOW MORE THAN 13 SEWER CONNECTIONS.
3. PARKING REQUIRED 2.5 PER UNIT = 45 SPACES
PARKING PROVIDED = 32 SPACES (2 PER UNIT)
POTENTIAL STREET PARKING = 14 SPACES
4. STORAGE UNITS (MAX. 8'-2") WILL BE PROVIDED FOR EACH UNIT. THERE ARE FOUR (4) STORAGE UNITS PER STRUCTURE (TYP.) FOR A TOTAL OF 18 AT BUILD-OUT.

LOT COVERAGE/DEVELOPMENT CONDITIONS			
	S.F.	PERCENT BY AREA	ADJUSTED TOTAL (S.F.)
TOTAL PROJECT AREA	49,775 (1.14 ACRES)		
BUILDING FOOTPRINT	8,110	16.3%	
WALKWAYS, PATIOS	1,175	2.4%	
DRIVEWAY, SURFACE PARKING	10,482	21.0%	
LANDSCAPED AREAS (VEGETATED)	30,028	60.3%	
TOTAL	49,775	100%	
TOTAL AREAS TO BE FLOWED	11,837	33%	3,870
SNOW STORAGE PROVIDED	7,581	85%	

	SITE PLAN ELEMENT (FEET)	
	EXISTING	PROPOSED
FRONT SETBACK (THOMPSON AVENUE)	20	20
INTERIOR/SIDE SETBACK	5	5
REAR SETBACK	10	15
PROPERTY FRONTAGE	1,029	1,029
MAXIMUM BUILDING HEIGHT	50	32



CB12 ROADWAY WIDENING SECTION
TYP. SCALE: 1" = 4'



NO.	REVISION	BY	DATE	DESIGN
1.	CITY OF MCCALL USE APPLICATION SUBMITTAL	AMC	7/24/2018	AMC
2.	CITY OF MCCALL RESUBMITTAL	AMC	8/14/2018	DRAWN
3.	CITY OF MCCALL RESUBMITTAL	GTT	1/18/2019	AMC
				CHECKED
				APPROVED

PRELIMINARY DRAFT NOT FOR CONSTRUCTION

CRESTLINE ENGINEERS
 323 DEINHARD LANE, SUITE C • PO BOX 2330
 McCALL, IDAHO 83638
 208.634.4140 • 208.634.4146 FAX

THOMPSON PLACE
 McCALL, IDAHO
 PROPOSED IMPROVEMENTS
 GRADING, DRAINAGE, AND UTILITIES

VERIFY SCALE	
DATE	1/18/2019
PROJECT	18022
DRAWING NO.	

EXHIBIT B

EXHIBIT C
THOMPSON PLACE
THOMPSON AVENUE PUBLIC INFRASTRUCTURE IMPROVEMENTS
OPINION OF PROBABLE CONSTRUCTION COST
Based upon Preliminary Design Drawings dated 1/18/2019

Prepared by: Crestline Engineers, Inc.
Date: 1/18/2019 (Revised 2/12/2019 per Horrocks Engineers, Inc. comments)

No.	ISPWC Spec.	Description	Unit	Estimated Quantity	Unit Price	Estimated Cost
DIVISION 200 - EARTHWORK						
1	201.4.1.D.1.A	Removal of Asphalt	SY	55	\$9.50	\$522.50
2	201.4.1.D.1.B	Removal of Asphalt (Roadway Replacement, Approx. 26.5'Wx225'L)	SY	665	\$9.50	\$6,317.50
3	202.4.1.A.1	Excavation (Assume 4" thickness under concrete and 20" thickness under asphalt)	CY	210	\$9.00	\$1,890.00
SUBTOTAL						\$8,730.00
DIVISION 300 - TRENCHING						
4	307.4.1.F.1	Saw cut Type "P" (Asphalt Roadway)	LF	420	\$2.00	\$840.00
SUBTOTAL						\$840.00
DIVISION 600 - CULVERTS AND STORM DRAINS						
5	601.4.1.A.5.A	15" Storm Drain Pipe Class SDR 35 PVC	LF	350	\$45.00	\$15,750.00
6	602.4.1.G.1	Inlet Catch Basin - Type I	EA	2	\$2,600.00	\$5,200.00
SUBTOTAL						\$20,950.00
DIVISION 700 - CONCRETE						
7	706.4.1.A.5	Standard 6-inch Vertical Curb & Gutter	LF	405	\$28.00	\$11,340.00
8	706.4.1.E.1	Concrete Sidewalks, Thickness 4"	SY	215	\$60.00	\$12,900.00
9	706.4.1.H.1	Pedestrian Ramp w/Detectable Warning Domes	EA	2	\$2,250.00	\$4,500.00
SUBTOTAL						\$28,740.00
DIVISION 800 - AGGREGATES AND ASPHALT						
10	802.4.1.A.1.A	Crushed Aggregate Base, Type I (3/4") (under sidewalk, 4" thickness)	CY	35	\$45.50	\$1,592.50
11	802.4.1.A.1.B	Crushed Aggregate Base, Type I (3/4") (Under road, 4" thickness)	CY	40	\$45.50	\$1,820.00
12	802.4.1.A.1.C	Crushed Aggregate Base, Type II (2") (Under road, 13" thickness)	CY	130	\$39.00	\$5,070.00
13	802.4.1.A.1.D	Final Subgrade Preparation (Roadway Widening)	SF	3,215	\$0.25	\$803.75
14	802.4.1.A.1.E	Final Subgrade Preparation (Roadway Replacement, Approx. 26.5'Wx225'L)	SF	5,970	\$0.25	\$1,492.50
15	810.4.1.A.1.A	Hot Mix Asphalt Pavement (Roadway, 3" thickness)	TON	60	\$110.00	\$6,600.00
16	810.4.1.A.1.B	Hot Mix Asphalt Pavement (Roadway Replacement, 3" thickness, Approx. 26.5'Wx225'L)	TON	110	\$110.00	\$12,100.00
SUBTOTAL						\$29,478.75
DIVISION 1000 - CONSTRUCTION STORMWATER BMPs						
17	1001.4.1.A.1	Erosion & Sediment Control	LS	1	\$2,500.00	\$2,500.00
SUBTOTAL						\$2,500.00
DIVISION 1100 - TRAFFIC						
18	1103.4.1.A.1	Construction Traffic Control	LS	1	\$2,000.00	\$2,000.00
19	1104.4.1.B.1	Permanent Pavement Markings	SF	160	\$3.50	\$560.00
20	1105.4.1.E.1	Permanent Signing, Steel Post, and Anchor	EA	5	\$375.00	\$1,875.00
SUBTOTAL						\$4,435.00
DIVISION 2000 - MISCELLANEOUS						
21	2010.4.1.A.1	Mobilization	LS	1	\$7,500.00	\$7,500.00
22	2010.4.1.A.1.2	Construction Survey/Staking	LS	1	\$2,500.00	\$2,500.00
SUBTOTAL						\$10,000.00
SPECIAL PROVISIONS						
23	SP-1	Materials/Compaction Testing and Documentation (See Note 3)	LS	1	\$5,000.00	\$5,000.00
24	SP-2	Underground Overhead Utilities (See Note 3)	LS	1	\$70,000.00	\$70,000.00
SUBTOTAL						\$75,000.00

Construction Estimate Subtotal	\$180,673.75
Total Construction Subtotal	\$180,673.75
Contingency (25%)	\$45,168.44
Design Survey/Engineering and CE&I (20%)	\$36,134.75
Total Construction Estimate	\$261,976.94

NOTES:

- Quantities are based upon preliminary design drawings prepared by Crestline Engineers, Inc. Quantities and the associated costs may change upon additional engineering and/or based upon potential review comments.
- Estimated Cost as shown are based upon 2018 Unit Prices obtained from bids provided by local excavation contractors.
- Special Provisions items include estimated/assumed costs and are listed for budgetary purposes only. Actual estimates for these items are encouraged.
- Estimate is for street widening improvements including sidewalk curb & gutter within the City right-of-way along the Thompson Ave. frontage only and does not include costs associated with other off-site or on-site improvements.
- Estimate does not include costs associated with the construction of driveways or other site improvements from City streets to proposed buildings.
- Estimate does not include costs associated with sanitary sewer and domestic water main line/service improvements.
- Estimate does not include costs associated with water and sewer service connections or extensions from stub-out/meter to proposed buildings.
- Estimate does not include costs associated with water and sewer connection fees.
- Estimate does not include costs associated with propane systems or design.
- Estimate does not include topsoil placement over disturbed areas.

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 20-154
Meeting Date May 21, 2020**

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>Request to Approve VAC-19-01: Vacation of Roosevelt Alley, associated Escrow Agreement, and Parks Donation Agreement</i>		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development	MS	Originator
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
		Airport		
Library				
Information Systems				
Grant Coordinator	DMJ	Supporter		
<i>PUBLIC HEARING</i>				
<i>COST IMPACT:</i>	N/A			
<i>FUNDING SOURCE:</i>	N/A			
<i>TIMELINE:</i>	ASAP			
<i>SUMMARY STATEMENT:</i>				
<p>A Vacation Right of Way application to vacate a portion of an unnamed City alley which separates multiple parcels under single ownership. The City does not have any known utilities within the alleyway area subject to be vacated. Access to the subject properties from Pine St. shall be prohibited. All parcels will continue to have access from either Roosevelt or Louisa Ave.</p> <p>There is public interest in improving Roosevelt Park, which is located where the alley is platted. The Kempthornes propose to donate \$30,000 to the City to help fund improvements to Roosevelt Park and to make up for the potential to use this section of platted alley for pedestrian or other recreational purposes. If the Park improvements are not completed on or before December 31, 2021, the Kempthornes will be entitled to access and use the remaining available funds to complete the Park improvements pursuant to the final approved design, or as much of the uncompleted Park improvements as the remaining funds permit.</p> <p>At its December 10, 2020 regularly scheduled meeting, the McCall Area Planning and Zoning Commission held a properly noticed public hearing and unanimously recommended the applications for approval by McCall City Council. Two letters of support were received in support of these applications.</p> <p>Attached are the staff report, Findings and Conclusions, escrow agreement, parks donation agreement, and application materials.</p>				
<i>RECOMMENDED ACTION:</i>				
<ol style="list-style-type: none"> 1. Conduct the Public Hearing 2. Approve Vacation of Right of Way application VAC-19-01 as recommended by the McCall Area Planning and Zoning Commission and authorize the Mayor to sign all necessary documents. 3. Approve Parks Donation Agreement and authorize the Mayor to sign all necessary documents. 4. Approve Escrow Account Agreement and authorize the Mayor to sign all necessary documents. 				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

**McCall City Council
Staff Report**

VAC-19-01
Vacation of Roosevelt Alley

May 21, 2020

Applicant: Dirk and Patricia Kempthorne
Agent: Steve Millemann
Application: Vacation of Roosevelt Alley
Zoning: I - Industrial

Description

A Vacation Right of Way application to vacate a portion of an unnamed City alley which separates multiple parcels under single ownership. The City does not have any known utilities within the alleyway area subject to be vacated. Access to the subject properties from Pine St. shall be prohibited. All parcels will continue to have access from either Roosevelt or Louisa Ave.

There is public interest in improving Roosevelt Park, which is located where the alley is platted. The Kempthornes propose to donate \$30,000 to the City to help fund improvements to Roosevelt Park and to make up for the potential to use this section of platted alley for pedestrian or other recreational purposes.

If the park improvements are not completed on or before December 31, 2021, the Kempthornes will be entitled to access and use the remaining available funds to complete the Park improvements pursuant to the final approved design, or as much of the uncompleted Park improvements as the remaining funds permit.

At its December 10, 2020 regularly scheduled meeting, the McCall Area Planning and Zoning Commission held a properly noticed public hearing and unanimously recommended the applications for approval by McCall City Council. Two letters of support were received in support of these applications.

Code Narrative

McCall City Code does not provide specific approval criteria for vacations of public rights of way. It is a discretionary action by the City.

Idaho State Statute Title 40, Chapter 2 addresses vacation of county and highways or public rights of way and includes the following:

(2) No highway or public right-of-way or parts thereof shall be abandoned and vacated so as to leave any real property adjoining the highway or public right-of-way without access to an established highway or public right-of-way. The burden of proof shall be on the impacted property owner to establish this fact.

(5) All other highways or public rights-of-way may be abandoned and vacated only upon a formal determination by the commissioners pursuant to this section that retaining the highway or public right-of-way for use by the public is not in the public interest, and such other highways

or public rights-of-way may be validated or judicially determined at any time notwithstanding any other provision of law.

Comments

Agency –

McCall City Engineer

In an email dated November 15, 2019, the McCall City Engineer stated the following:

1. The City does not have any known utilities within the alleyway area subject to be vacated.
2. Access shall be forbidden from Pine Street. Access to the parcels adjacent to the section of alley to be abandoned may only be accessed from either Louisa Ave. or Roosevelt Ave.
 - a. A Public Works Driveway Permit Application is required for any proposed new access to the properties.
3. Parcel RPM0172015023C is a substandard size parcel and will become landlocked as a result of the alley abandonment. Therefore, Parcels RPM0172015018A and RPM0172015023C will be required to be combined into a single parcel.
 - a. A 12' wide Snow Storage and Utility Easement shall be dedicated to the City from Parcels RPM0172015018A and RPM0172015023C along Louisa Ave. and Pine Street

McCall Director of Parks and Recreation

In an email dated August 5, 2019, the Director of Parks and Recreation stated that the proposal looks good would be a benefit to Roosevelt Park.

Central District Health Department (CDHD)

In a review letter dated October 30, 2019, CDHD state they had no objections.

Idaho Transportation Department (ITD)

In an email dated November 1, 2019, ITD stated they had no objections.

Payette Lakes Recreational Water and Sewer District (PLRWSD)

This application was distributed to the sewer district more than thirty (30) days prior to the December 10, 2019 McCall Area Planning and Zoning Commission meeting. In an email dated November 7, 2019, PLRWSD stated they had no comments on the application.

McCall Fire

In an email dated November 12, 2019, McCall Fire stated they had no comments.

Public – Two letters of support have been received.

Recommended Conditions of Approval

1. Access to any of the subject parcels shall be forbidden from Pine Street. Access to the parcels adjacent to the section of alley to be vacated shall be from either Louisa Ave. or Roosevelt Ave.
2. The applicant shall prepare for City review all necessary paperwork to execute any deed to transfer title to the vacated street.
3. Prior to the City's execution of any deed to transfer title to the vacated street, the newly vacated alleyway shall be combined with the adjacent parcels and parcels RPM0172015018A and RPM0172015023C will be required to be combined into a single parcel through the record of survey process.
4. Prior to the City's execution of any deed to transfer title to the vacated alley, a 12' wide Snow Storage and Utility Easement shall be dedicated to the City from Parcels RPM0172015018A and RPM0172015023C along Louisa Ave. and Pine Street

IN RE:)
)
) **McCALL CITY COUNCIL**
ROOSEVELT ALLEY) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
Vacation of Right-of-Way) **ORDER OF VACATION OF RIGHT-OF-WAY**
)
)
Application Number:)
VAC-19-01

FINDINGS OF FACTS

Applicant: Dirk and Patricia Kempthorne

Representative(s): Steve Millemann

Application: A Vacation Right of Way application to vacate a portion of an unnamed City alley which separates multiple parcels under single ownership.

Companion Application(s): NA

Location: Lots 7, 8, 9 ,18-21 and Lot 22 less Tax Parcel Number 402, Block 15 of McCall’s First Addition Ave and the alley that runs between them situate in N ½ of Section 9, T18N, R3E, B.M., City of McCall, Valley County, Idaho.

Property Address: 1207 & 1209 Roosevelt Ave. and 1210 Louisa Ave., McCall, ID

Public Notices: Newspaper: The Notice of Hearing was published in the *Star News* on April 30, 2020.

Mailing: The applicant mailed the Notice of Hearing to property owners within 300 feet on May 4, 2020.

Posting: The applicant posted the Notice of Hearing on the subject property on May 4, 2020.

Procedural History: During their regularly scheduled December 10, 2019 meeting, the McCall Area Planning and Zoning Commission held a properly noticed public hearing and

unanimously recommended the application to the McCall City Council for approval.

Zoning Districts: The adjacent parcels are zoned R8 and R16 – Medium and High Density Residential

Park Improvements:

1. The Kempthornes propose to donate \$30,000 to the City of McCall to help fund improvements to Roosevelt Park upon final approval of the vacation by City Council.
2. The money will be placed in an earmarked account, to be devoted exclusively to the design and construction of the park improvements.
3. The City will produce a design for the park improvements for the Kempthornes review and comment by December 31, 2020.
4. The Kempthornes will provide their input on the design within 30 days after receiving the design.
5. If the park improvements are not completed on or before December 31, 2021, the Kempthornes will be entitled to access and use the remaining available funds to complete the Park improvements pursuant to the final approved design, or as much of the uncompleted Park improvements as the remaining funds permit.

APPROVAL STANDARDS

STATEMENT OF LEGAL AUTHORITY AND CONCLUSIONS OF LAW

1. The City of McCall has provided for the processing of application for Vacation of a Right-of-Way or Easement, authorized by Section 50-1325, Idaho Code, pursuant to Title 9, Chapter 9 of McCall City Code.

2. Adequate notice of the May 21, 2020 public hearing was provided, pursuant to Section 67-6512, Idaho Code and Title 3, Chapter 15 of McCall City Code.

AGENCY COMMENTS

McCall City Engineer

In an email dated November 15, 2019, the McCall City Engineer stated the following:

1. The City does not have any known utilities within the alleyway area subject to be vacated.
2. Access shall be forbidden from Pine Street. Access to the parcels adjacent to the section of alley to be abandoned may only be accessed from either Louisa Ave. or Roosevelt Ave.
 - a. A Public Works Driveway Permit Application is required for any proposed new access to the properties.
3. Parcel RPM0172015023C is a substandard size parcel and will become landlocked as a result of the alley abandonment. Therefore, Parcels RPM0172015018A and RPM0172015023C will be required to be combined into a single parcel.
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This application was distributed to the sewer district more than thirty (30) days prior to the December 10, 2019 McCall Area Planning and Zoning Commission meeting. In an email dated November 7, 2019, PLRWSD stated they had no comments on the application.

McCall Fire

In an email dated November 12, 2019, McCall Fire stated they had no comments.

DECISION

THEREFORE, the McCall City Council hereby **approves** this Vacation of Right-of Way application, provided that the following conditions are met:

1. Access to any of the subject parcels shall be forbidden from Pine Street. Access to the parcels adjacent to the section of alley to be vacated shall be from either Louisa Ave. or Roosevelt Ave.
2. The applicant shall prepare for City review all necessary paperwork to execute any deed to transfer title to the vacated street.
3. Prior to the City's execution of any deed to transfer title to the vacated street, the newly vacated alleyway shall be combined with the adjacent parcels and parcels RPM0172015018A and RPM0172015023C will be required to be combined into a single parcel through the record of survey process.
4. Prior to the City's execution of any deed to transfer title to the vacated alley, a 12' wide Snow Storage and Utility Easement shall be dedicated to the City from Parcels RPM0172015018A and RPM0172015023C along Louisa Ave. and Pine Street.
5. Prior to scheduling of the application with the City Council, the applicant shall provide a draft agreement to the city detailing the proposed parks contribution.

NOTICE OF FINAL ACTION AND RIGHT TO REGULATORY TAKING ANALYSIS

The Applicant is hereby notified that pursuant to Idaho Code §67-8003, an owner of real property that is the subject of an administrative or regulatory action may request a regulatory taking

analysis. Such request must be in writing and must be filed with the City Clerk not more than twenty-eight (28) days after the final decision concerning the matter at issue. A request for a regulatory takings analysis will toll the time period within which a Petition for Judicial Review may be filed.

Please take notice that this is a final action of the governing body of the City of McCall.

Pursuant to Idaho Code §67-6521, an affected person i.e., a person who has an interest in real property which may be adversely affected by the issuance or denial of the application to which this decision is made, may within twenty-eight (28) days after the date of this Decision and Order, seek a judicial review as provided by Chapter 52, Title 67, Idaho Code.

Findings of Fact **adopted** this 21st day of May 2020.

Robert S. Giles, Mayor

Attest:

BessieJo Wagner, City Clerk

STATE OF IDAHO,)
 : ss:
County of Valley)

On this _____ day of _____, 20__, before me, a Notary Public, appeared JACKIE J. AYMON and BESSIEJO WAGNER, known, or identified to me to be the MAYOR and CITY CLERK, respectively, of CITY OF MCCALL that executed the said instrument, and acknowledged to me that they executed the same on behalf of THE CITY OF MCCALL.

(SEAL)

Notary Public for Idaho

EXHIBIT A

ESCROW ACCOUNT AGREEMENT

This ESCROW ACCOUNT AGREEMENT, is entered into effective this ___ day of _____, 2020, by and between **Dirk A. Kempthorne and Patricia J. Kempthorne, husband and wife**, whose current address is 2081 S. White Pine Ln. Boise, Idaho 83706, (hereinafter referred to as “**Kempthornes**”), and the **City of McCall, Idaho**, whose current address is 216 East Park Street, McCall, Idaho 83638, (hereinafter referred to as “the **City**”). Kempthornes and the City are collectively referred to as “Parties.”

RECITALS

- A. The Parties have entered into a Park Donation Agreement executed contemporaneously herewith which memorializes the Kempthornes’ donation of \$30,000.00 to the City to help fund improvements to Roosevelt Park.
- B. The Park improvements are planned subject to specific terms set forth in the Park Donation Agreement, which terms are incorporated herein as if fully set forth.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions hereof and other good and valuable consideration, the parties hereto agree as follows:

DEPOSIT OF FUNDS

1. **Initial Deposit:** Subject to and within thirty (30) days after final approval by the City of the Kempthorne Application and adoption of an Ordinance vacating the alley, the Kempthornes will deposit THIRTY-THOUSAND DOLLARS AND NO CENTS \$30,000.00 with First American Title Company (hereinafter “**Escrow Holder**”), 616 N. 3rd St. #101, McCall, Idaho 83638 to be held in a construction disbursement account and disbursed pursuant to the terms hereof (hereinafter “**Escrow Account**”).

DISBURSEMENT OF FUNDS

2. **Request for Disbursement of Funds:** Requests for disbursements of funds may be made by the City to the Escrow Holder, without further consent of the Kempthornes, as the City completes design and construction of Roosevelt Park Improvements (the “**Improvements**”), subject to the following conditions:

- a. The City may periodically make requests to the Escrow Holder for disbursement of funds from the Escrow Account as needed to pay for the Improvements, which shall include, without limitation, design, engineering, construction and material costs. Copies of each such request shall be contemporaneously provided by the City to the following:

- i. The Kempthornes, via e-mail at: dakempthorne@gmail.com and ganimama@gmail.com; and,
 - ii. Steven J. Millemann, via e-mail at sjm@mpmplaw.com.
- iii. The copies shall be provided as aforesaid for informational purposes only. The consent of the Kempthornes to a requested disbursement shall not be required.
- b. The said disbursement requests shall include an itemization of the Park Improvement Project costs which will be paid from the disbursement.
- c. The Escrow Holder shall disburse the funds from the Escrow Account as requested by the City at any time after the elapse of five (5) days following the submittal of the request.
- d. If the Improvements have not been completed,, as designed, on or before December 31, 2021, the Kempthornes shall be entitled to access and use the remaining funds held in the Escrow Account for the sole purpose of completing the Improvements pursuant to the final design, or as much of the uncompleted Improvements as the remaining funds permit. In such case,
 - i. The Kempthornes shall submit a request(s) to the Escrow Holder for disbursement from the Escrow Account as costs are incurred by the Kempthornes for the completion of the Improvements.
 - ii. Copies of each such request shall be contemporaneously provided by the Kempthornes to the City, by delivery to the City Clerk. The copies shall be provided as aforesaid for informational purposes only. The consent of the City to a requested disbursement under this Section 2, d shall not be required.
 - iii. Each said request shall include an itemization of the Park Improvement Project costs which will be paid from the disbursement.
 - iv. The Escrow Holder shall be required to disburse the funds from the Escrow Account as requested at any time after the elapse of five (5) days following the submittal of the request.
- e. Kempthornes and the City shall be entitled to receive statements confirming account balances and disbursements made from the Escrow Account, upon request made to Escrow Holder.
- f. Escrow Holder shall have no responsibility for obtaining, maintaining or having any involvement regarding lien releases related to the construction of the Roosevelt Park Improvements.
- g. Any costs and fees charged by Escrow Holder shall be paid from the Escrow Account funds, including the initial set-up fee of \$500.
- h. Upon completion of the Improvements, the remaining balance, if any, of the Escrow Account funds shall be returned by check payable to Kempthornes or

as otherwise directed by Kempthornes.

GENERAL TERMS

3. **No liability of Escrow Holder.** Kempthornes and the City acknowledge and agree that Escrow Holder, by holding such sums in trust as set forth hereunder, assumes no responsibility or liability under this Agreement or otherwise other than the responsibility to hold the sums paid to it in trust, and apply such sums as set out herein. Escrow Holder may terminate the Escrow Account at any time, after providing the parties with thirty (30) days advance written notice. In such case monies remaining in the Escrow Account shall be disposed of according to the joint instruction of Kempthornes and the City.

4. **In case of controversy.** If any controversy arises with regard to distribution of funds in the Escrow Account, Escrow Holder shall have the right to stop all proceedings in and performance of said escrow until satisfactory written evidence of settlement is provided, whether or not such controversy results in litigation brought by the parties, by a third person, or in an interpleader action brought by Escrow Holder. The parties hereto agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees suffered or incurred by the Escrow Holder in connection with such controversy, or otherwise arising out of this Agreement, including, but without limiting a suit in interpleader brought by the Escrow Holder.

5. **Solvency of Depository.** Escrow Holder shall have no liability for the solvency of the institution in which said Funds are deposited nor the availability of funds on a certain date. The parties agree to release Escrow Holder from and waive as to Escrow Holder any claim which may arise by reason of the designation of the depository. Escrow Holder is not responsible for performing any Municipal, State, or Federal tax withholding or reporting.

6. **Situs.** This Agreement shall be construed under the laws of the State of Idaho. Venue for any dispute regarding this Agreement shall be Valley County.

7. **Remedies.** The parties acknowledge that the parties and their respective heirs, successors and assign, shall have all rights and remedies provided at law or in equity to enforce this Agreement and in the event of any judicial action or proceeding in any way arising out of this Agreement, or attempting to enforce any right herein granted, the losing party shall pay the prevailing party's reasonable attorney fees and costs and Escrow Holder's reasonable attorney fees and costs.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below indicated.

KEMPTHORNES:

Dirk A. Kempthorne

Dated: _____, 2020

Patricia J. Kempthorne

Dated: _____, 2020

MCCALL:

_____, Mayor

Dated: _____, 2020

ATTEST: _____
BessieJo Wagner, City Clerk

Dated: _____, 2020

APPROVED:

ESCROW HOLDER
First American Title Company

By: _____ Date: _____

-ACKNOWLEDGEMENTS FOLLOW-

STATE OF IDAHO)
 (ss
County of Valley)

On this ____ day of _____, 2020, before me, _____,
a Notary Public, personally appeared _____, known or identified to me to be
the Mayor of the **City of McCall, Idaho**, the municipality that executed the instrument or the
person who executed the instrument on behalf of said municipality, and acknowledged to me that
such municipality executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

STATE OF IDAHO)
 (ss
County of Valley)

On this ____ day of _____, 2020, before me, _____, a
Notary Public, personally appeared **BessieJo Wagner**, known or identified to me to be the Clerk
of the **City of McCall, Idaho**, the municipality that executed the instrument or the person who
executed the instrument on behalf of said municipality, and acknowledged to me that such
municipality executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

PARK DONATION AGREEMENT

This AGREEMENT, is entered into effective this ___ day of _____, 2020, by and between **Dirk A. and Patricia J. Kempthorne, husband and wife**, whose current address is 2081 S. White Pine Ln. Boise, Idaho 83706, (hereinafter referred to as “**Kempthornes**”), and the **City of McCall, Idaho**, whose current address is 216 East Park Street, McCall, Idaho 83638, (hereinafter referred to as “the **City**”). Kempthornes and the City are collectively referred to as “Parties.”

RECITALS

- A. Kempthornes are the fee owners of the real property physically located at 1207 Roosevelt Ave, 1209 Roosevelt Ave., and 1210 Louisa Ave., McCall, Idaho 83638 and more particularly described as follows:
 - McCall’s First Addition, Lots 7, 8, 9, 10, 18, 19, 20 and 21, Block 15;
 - McCall’s First Addition, Lot 22, Block 15, less Tax No. 402; and,
 - McCall’s First Addition, Lot 23, Block 15, less Tax No. 402.
- B. Kempthornes filed an application with the City requesting vacation of a portion of the unnamed and unimproved City alley (the “**Alley**”) which dissects the Kempthorne Property (hereinafter “**Kempthorne Application**”).
- C. Roosevelt Park is a City park generally located on the corner of Roosevelt Avenue and Pine St., McCall, Idaho (hereinafter “**Roosevelt Park**” or the “**Park**”).
- D. Kempthornes propose to make a voluntary donation of \$30,000.00 to the City to help fund improvements to Roosevelt Park which improvements are planned, as set forth herein, after final approval of the Kempthorne Application.
- E. The McCall Area Planning and Zoning Commission issued Findings of Fact dated December 10, 2019 which recommended that the Kempthorne Application be approved by the McCall City Council subject to certain conditions as set forth in full in those Findings of Fact.
- F. Kempthornes and the City desire to memorialize the terms of their agreement.

AGREEMENT

WHEREFORE, Kempthornes and the City agree as follows:

1. **Donation:** Subject to final approval by the City of the Kempthorne Application,

and execution of an Ordinance vacating the Alley, Kempthornes will donate \$30,000.00 to the City to be used solely to fund improvements to Roosevelt Park (the “**Roosevelt Park Improvements**”), as follows:

- a. Within thirty (30) days after final approval by the City of the Kempthorne Application and adoption of an Ordinance vacating the Alley, the Kempthornes will deposit \$30,000 into a construction disbursement escrow account with First American Title, pursuant to an Escrow Agreement between the Kempthornes, the City and the Title Company that guarantees the City access to the funds to design and construct the Park, without further consent or approval from the Kempthornes. The proposed Escrow Agreement is attached hereto as “Exhibit A”.
- b. The City will produce a preliminary design for the Roosevelt Park Improvements to Kempthornes for their review by no later than December 31, 2020.
- c. Kempthornes will provide their input on the preliminary design within 30 days after receiving the design. The City shall consider the input in good faith in its preparation of the final design for the Park. However, final discretion regarding the design and use of donated funds shall rest with the City.
- d. The City may periodically make requests to the Escrow Holder for disbursement of funds from the Escrow Account as needed to pay for the Roosevelt Park Improvements according to the terms of the Escrow Agreement.
- e. If the Roosevelt Park Improvements are not completed on or before December 31, 2021, the Kempthornes will be entitled to access and use the remaining available funds in the Escrow Account to complete the Roosevelt Park Improvements pursuant to the final design, or as much of the uncompleted Roosevelt Park Improvements as the remaining funds permit. The rights granted to the Kempthornes in this Para. 1, e shall not preclude the City from continuing to access and use the remaining funds in the Escrow Account for the construction of the Roosevelt Park Improvements pursuant to a plan which is presented to and approved by the Kempthornes. In such case approval shall not be unreasonably withheld.

2. **Situs.** This Agreement shall be construed under the laws of the State of Idaho. Venue for any dispute regarding this Agreement shall be Valley County.

3. **Remedies.** The parties acknowledge that the parties and their respective heirs, successors and assign, shall have all rights and remedies provided at law or in equity to enforce this Agreement. In the event of any judicial action arising from this Agreement, or attempting to enforce any right herein granted, the prevailing party in such judicial action shall be entitled to recover its attorneys fees and costs incurred.

4. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below indicated.

KEMPTHORNES:

Dirk A. Kempthorne

Dated: _____, 2020

Patricia J. Kempthorne

Dated: _____, 2020

MCCALL:

_____, Mayor

Dated: _____, 2020

ATTEST: _____
BessieJo Wagner, City Clerk

Dated: _____, 2020

ACKNOWLEDGEMENTS

STATE OF IDAHO,)
(ss.
County of _____)

On this _____ day of _____, 2020, before me, a Notary Public in and for said State, personally appeared **Dirk A. Kempthorne**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the

day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO

Residing at: _____

My Commission Expires: _____

STATE OF IDAHO,)
 (ss.
County of _____.)

On this _____ day of _____, 2020, before me, a Notary Public in and for said State, personally appeared **Patricia J. Kempthorne**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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

NOTARY PUBLIC FOR IDAHO

Residing at: _____

My Commission Expires: _____

STATE OF IDAHO)
 (ss
County of Valley)

On this _____ day of _____, 2020, before me, _____, a Notary Public, personally appeared _____, known or identified to me to be the Mayor of the **City of McCall, Idaho**, the municipality that executed the instrument or the person who executed the instrument on behalf of said municipality, and acknowledged to me that such municipality executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at: _____
My Commission Expires: _____

STATE OF IDAHO)
 (ss
County of Valley)

On this _____ day of _____, 2020, before me, _____, a Notary Public, personally appeared **BessieJo Wagner**, known or identified to me to be the Clerk of the **City of McCall, Idaho**, the municipality that executed the instrument or the person who executed the instrument on behalf of said municipality, and acknowledged to me that such municipality executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at: _____
My Commission Expires: _____

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

LAND USE APPLICATION



Date Received: _____

Fees Paid:

\$750.00

NOTICE OF ADDITIONAL FEES

Land use applications may be subject to engineering and legal review for purpose of addressing compliance and conformance issues. The City of McCall reserves the right to contract these services to private firms. The costs of these reviews are passed on to the applicant. These fees are separate, and in addition to, the City's application and permit fees. Completion of this application signifies consent to these fees.

Please check all that apply:

- # _____ Record of Survey (ROS) - \$420
- # _____ Design Review (DR) - \$300 + \$25/1,000 sq. ft. of new construction (rounded to the nearest 1,000)
- # _____ Scenic Route (SR) - \$300
- # _____ Shoreline or River Environs (SH) - \$300
- # _____ Conditional Use Permit (CUP) - \$600
- # _____ Administrative Approval (AA) - \$50
- # _____ Planned Unit Development (PUD) General Plan - \$2,000 + \$75/lot or unit
- # _____ Planned Unit Development (PUD) Final Plan - \$500 + \$75/lot or unit
- # _____ Subdivision (SUB) Preliminary Plat - \$2,500 + \$75/lot or unit
- # _____ Subdivision (SUB) Final Plat - \$1000 + \$75/lot or unit
- # _____ Minor Plat Amendment - \$1,000
- # _____ Variance (VAR) - \$1,000
- # _____ Rezone (ZON) - \$1,500
- # _____ Zoning Code Amendment (CA) - \$750/title
- # _____ Annexation - \$3,000
- # VAC-19-01 Vacation (VAC) - \$750

Incomplete applications cannot be accepted by the City. Unless otherwise exempted by the Administrator, all Application Requirements must be provided at the time of submission. Please refer to specific application info sheets for more details.

PROPERTY OWNER INFORMATION

Property Owner 1: Dirk A. and Patricia J. Kempthorne Email: _____

Mailing Address: 2081 S. White Pine Ln., Boise, ID 83706 Phone: _____

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

Mailing Address: _____ Phone: _____

AGENT/AUTHORIZED REPRESENTATIVE INFORMATION

Applicant/Representative: Steven Millemann Email: sjm@mpmplaw.com

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

PROPERTY INFORMATION

Address(es) of Property: 1207, 1209 Roosevelt Ave. McCall, ID

Legal Description of Property: RPMO172015008A; RPMO172015009B; RPMO172015010A; RPMO172015018A; RPMO172015023C

Zoning District of Property: R8, R16 Project Sq. Footage (If Applicable): NA

Impact Area City Limits Residential Commercial

LAND USE APPLICATION CONTINUED

Payette Lakes Water and Sewer District or Septic System or not applicable

PROJECT DESCRIPTION

Explain the general nature of what is proposed: *(please attach supplemental information if needed)*

The vacation of a portion of the unnamed City alley which dissects the Kempthorne Property, pursuant to the attached Proposal.

SIGNATURES

The Applicant hereby agrees to pay reasonable attorney fees, including attorney fees on appeal and expenses of the City of McCall, in the event of a dispute concerning the interpretation or enforcement of the Land Use Application in which the City of McCall is the prevailing party.

I certify that I have reviewed and understand the procedures and requirements of the McCall City Code. I give permission for City staff and/or Planning & Zoning Commission members to view and enter the subject property in order to fully review this application. I understand that failure to provide complete and accurate information on this application may lead to denial of this application.

Patricia Kempthorne
Property Owner 1

Patricia Kempthorne
Signature

Property Owner 2 (if Applicable)

Signature

Steven Hullemann
Agent/Authorized Representative

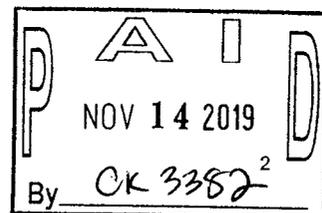
St. Milk
Signature

FOR RECORD OF SURVEY APPLICATIONS ONLY: STATEMENT OF EASEMENT DISCLOSURE

Surveyor

Signature

I hereby certify that I have performed a thorough search for all relevant easements that relate to the subject property and have indicated or referenced these by their instrument number on the provided survey.



KEMPTHORNE VACATION PROPOSAL

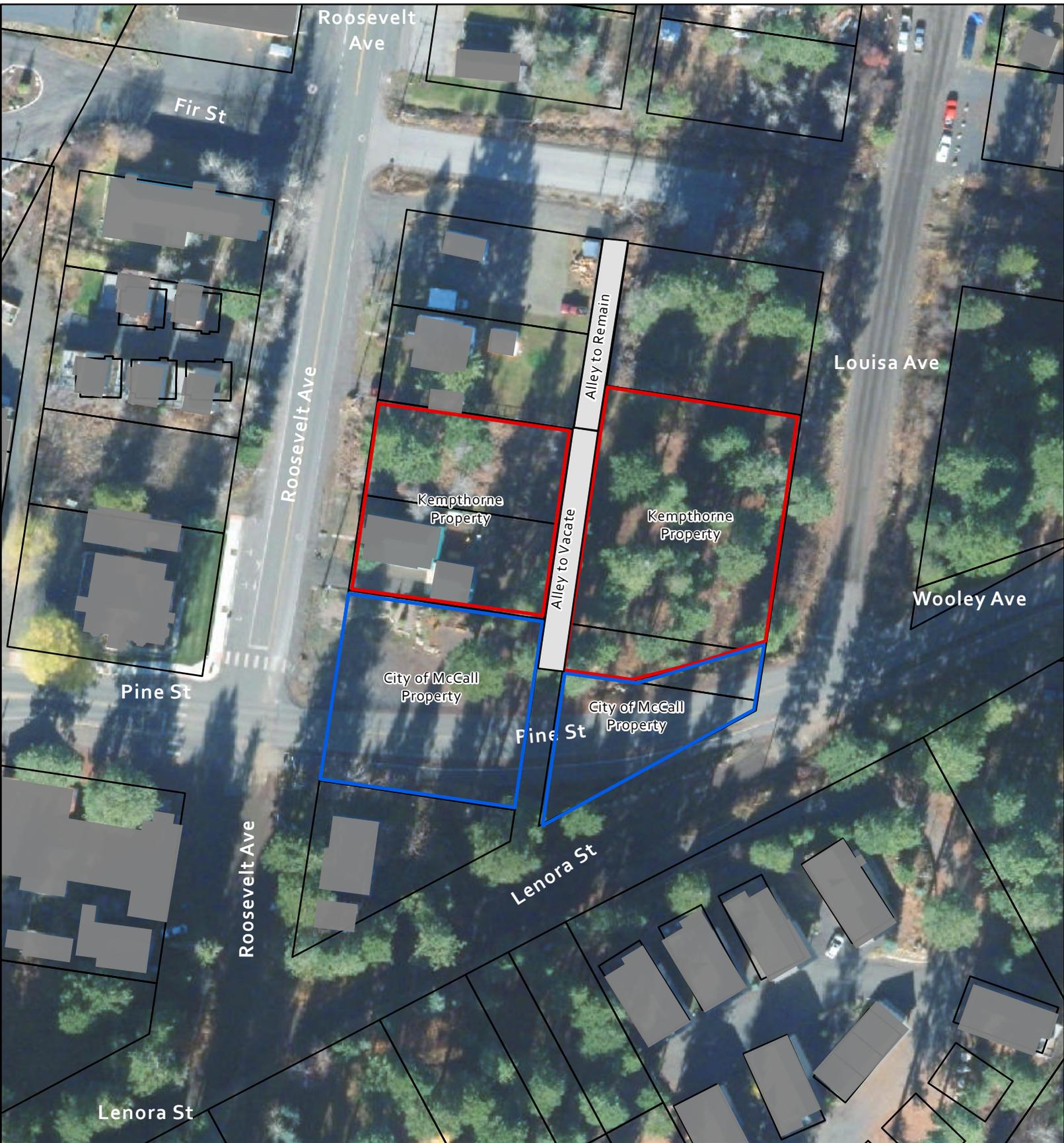
August 10, 2019

1. **The Kempthorne Property:** The Kempthornes own the following parcels:
 - a. 1207 Roosevelt Avenue
 - b. 1209 Roosevelt Ave.
 - c. An unaddressed parcel lying in between the above-two parcels (RPM0172015009B);
 - d. An unaddressed parcel fronting Louisa Ave. (RPM0172015018A); and,
 - e. An unaddressed parcel (RPM0172015023C) lying south of the parcel identified in Para. 1, d immediately above.

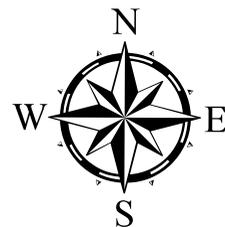
The Kempthorne Parcels are depicted on the attached Map and are referred to in this Proposal as the “**Parcels**” or the “**Property**”.

2. **The Alley:** The Kempthorne Parcels are divided by an unimproved, unnamed alley running in a generally north-south direction (the “**Alley**”). The portion of the Alley which the Kempthornes propose be vacated is depicted on the attached Map as “**Alley**”.
3. **Reasons for Request:** The Kempthornes are engaged in the rehabilitation, preservation and beautification of their Property. The vacation of the Alley will allow them to consolidate their Parcels and complete the process. To date their efforts have included:
 - a. The clean-up of the Property. The eastern portion of the Property apparently was historically used as a local de facto dump. The Kempthornes have removed multiple dump truck loads of junk from the Property.
 - b. The rehabilitation and preservation of the improvements on the Property. The Home is more than 100 years old. It has been painted and repaired. The retaining wall which retains the City property to the south (aka Roosevelt Park) was constructed to avoid further sloughing of the City property onto the Kempthorne property. The garage was collapsing and has been structurally stabilized and repainted. The “School Teachers house”, which is also more than 100 years old and sits on one of the three Roosevelt parcels, has been moved to the eastern portion of the Property and preserved.
 - c. The beautification of the Property. The beautification plan includes the following:
 - i. The removal and replacement of the topsoil on much of the property (the Kempthorne’s are still discovering debris and glass shards in the topsoil, which is the principal reason for the removal and replacement);

ALLEY TO BE VACATED



- ▭ PARCEL UPDATES CURRENT
- BUILDING FOOTPRINTS



11-22-19

Morgan Bessaw,
City Planner
216 E. Park Street
McCall, Id. 83638

This letter is to confirm that I have no objections about the vacation of the alley described in VAC-19-01.

The Kempthornes have made wonderful improvements to their property which have enhanced our neighborhood. I am sure they will continue to maintain it. I am pleased to have them as neighbors.

Rydia Hakes
608 Spruce
McCall, Idaho



1007 N. 3rd, McCall, ID 83638 (208)634-7653

December 02, 2019

To whom it may concern:

My name is Brian Charles; I own a business on the corner of Roosevelt and Pine. It is across the street from the Kempthornes property. The Kempthornes have improved the quality of our neighborhood. They have made many improvements and have been mindful of our environment. I support approval of their application.

Sincerely,

Brian W. Charles DMD

Morgan Bessaw

From: Rick Darmody <rdarmody@darmody.com>
Sent: Thursday, May 14, 2020 6:37 PM
To: Morgan Bessaw
Subject: 1207 and 1209 Roosevelt Ave and 1210 Louisa Ave

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

Morgan Bessaw,

My name is Rick Darmody and my wife and I own the building at 1306 Roosevelt Ave in McCall. We live in Boise primarily, but enjoy spending as much time as we can in McCall. I would like to share a few thoughts about the application referenced in the subject line.

I would like to start by saying that I do not know the Kempthorne's and my opposition to this application has nothing to do with them or their property.

1. I do oppose this application.
2. I don't understand why the city would give away right of way that it already has. Regardless of whether it's being used for its intended purpose currently (as an alley to access property) or not, I cannot see an advantage to the city of giving up this possible use in the future.
3. If this alley is vacated, it appears that it could cause access issues in the future with the adjacent properties that share the alley located on Louisa Ave. I recognize that the vacation doesn't go all the way to the property line of the large parcel on Louisa, but the remaining access may not be sufficient for any future development of that Louisa Ave property.
4. Finally, and I say this with all due respect to the Kempthorne's and the city, but the offer to donate money to develop the park at the corner of their property seems as though it should be separate from this application. If the Kempthorne's want to donate money to help develop that park, I think that is wonderful. Tying that donation for the park to this application could be seen as a quid pro quo whether intended as such or not.

Thank you for reading my comments and taking them into consideration.

Best,
Rick Darmody
208.870.5423 cell

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 20-151
Meeting Date May 21, 2020**

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
Public Art Advisory Committee Annual Report		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	N/A	Airport		
FUNDING SOURCE:	N/A	Library		
TIMELINE:	N/A	Information Systems		
		Eco Devo Planner	TMY	Originator
SUMMARY STATEMENT:				
<p>Karla Eitel, Chair, McCall Public Art Advisory Committee (PAAC) will present the annual PAAC report to City Council. The mission of the PAAC is to make recommendations to City Council regarding public art projects and policies within the City of McCall. The Public Art Advisory Committee was formed in 2012 by resolution of City Council (Resolution 12-13) and consists of seven volunteer members appointed by City Council to three-year terms.</p>				
RECOMMENDED ACTION:				
None – Information Only				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 20-152
Meeting Date May 21, 2020**

AGENDA ITEM INFORMATION

SUBJECT: <i>Fourth of July Celebration Discussion Continued</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department	CA	Originator
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	NA	Airport		
FUNDING SOURCE:	NA	Library		
TIMELINE:	NA	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

In 2019, McCall City Council approved a 2-year extension of a Memorandum of Understanding (MOU) between Idaho Parks and Recreation (IDPR) and the City of McCall for alcohol restrictions in McCall City Parks. The MOU expires in 2021. Staff presented information regarding the MOU to Council on March 12, 2020. Council had directed staff to move forward with a resolution once Valley County had made a decision for the event, however, due to the COVID-19 pandemic more discussion needs to be had.

Chief Justin Williams is asking Council to give staff direction on the hosting of Liberty Fest, inclusive of vendors, fireworks displays and dates for alcohol restrictions in McCall city parks.

If the Council wants to consider restricting alcohol in any of the city parks, a resolution will need to be created and brought back for approval.

RECOMMENDED ACTION:

For discussion and staff direction.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION
March 12, 2020	AB 20-073 2020 Alcohol Restrictions for the 4th of July Celebration Discussion

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 20-149
Meeting Date May 21, 2020

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>Request for Approve to submit an Idaho Commission for Libraries CARES Act Mini-Grant Application for McCall Public Library Digital Access Efforts</i>		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	Up to \$1000	Airport		
FUNDING SOURCE:	Idaho Commission for Libraries CARES Act Mini-Grant	Library	Meat	Supporter
TIMELINE:	Deadline: May 31, 2020; Funding availability July 1, 2020.	Information Systems		
		Economic Development	Dmy	Originator
SUMMARY STATEMENT:				
<p>The Institute of Museum and Library Services (IMLS) received funding for this grant program from the Federal CARES Act. The Idaho Commission for Libraries (ICfL) is administering Idaho’s share of these funds through a small grant program (awards up to \$1000) to public libraries in Idaho for the following purposes: to prevent, prepare for, and respond to coronavirus, including the expansion of digital network access, purchase of internet accessible devices, and/or provision of technical support services to Library patrons. There are no cost-share match requirements for these grant funds.</p> <p>The McCall Public Library will utilize the grant funds to purchase chrome books and mobile hot spots to check out to patrons, and other technology upgrades to facilitate patron use and remote learning.</p>				
RECOMMENDED ACTION:				
Approve submittal of an Idaho Commission for Libraries CARES Act Mini-Grant application and authorize the Mayor to sign all necessary documents.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 20-150
Meeting Date May 21, 2020**

AGENDA ITEM INFORMATION				
SUBJECT: <i>Request to Approve to submit an Idaho Humanities Council CARES Act Grant Application for Library Programming Support</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:	Up to \$5000	Airport		
FUNDING SOURCE:	Idaho Humanities Council CARES Act Grant	Library	Meft	Supporter
TIMELINE:	Application opens May 15, 2020; Notice of Award expected mid-June, 2020	Information Systems		
		Eco Devo Planner	DMJ	Originator
SUMMARY STATEMENT:				
<p>The Idaho Humanities Council has received funding from the National Endowment for the Humanities as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The funding is for grants to eligible Idaho humanities organizations, of which the McCall Public Library qualifies. These funds may be used for the organization’s general operating support, public humanities programming, and for the development of specific humanities programming in response to the COVID-19 pandemic.</p> <p>The final amount of each grant award will be based on the organization’s annual operating budget and depends on how many applications are received. Based upon the Library’s FY20 general operating budget total, the Library is eligible to receive up to \$5000 in grant funding. There is no cost-share match required.</p> <p>The requested grant funds will be utilized to offset the cost of unexpected purchases such as software to operate remote humanities programs, sanitation measures the McCall Public Library has implemented due to COVID 19, and anticipated revenue reductions from the Friends of Library book store (has been closed since March) sales and local businesses sponsorships.</p>				
RECOMMENDED ACTION:				
Approve submittal of an Idaho Humanities Council CARES Act Grant Application and authorize the Mayor to sign all necessary documents.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 20-155
Meeting Date May 21, 2020**

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>Request to Reject all Bids of Phase 2 Capital Project of Buried Fiber Conduit Installation for Spring Mountain Boulevard and Deinhard Lane</i>		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
		Airport		
Library				
COST IMPACT:	\$377,000	Information Systems	CC	Originator
FUNDING SOURCE:	FY 2020 Capital Improvement Project	Grant Coordinator		
TIMELINE:	June - August			
SUMMARY STATEMENT:				
<p>The project consists of approximately 5 miles of 3 x 1.25-inch conduit along 2 routes. Route #1 is from the Middle School on Spring Mountain Blvd to Lick Creek turning west and ending at Davis Street. Route #2 completes the Deinhard section begun in 2019 north from the bike path to Lakeview Street. Route #1 includes connecting the Golf Maintenance and Golf Club House. Route #2 includes Industrial Loop which will provide opportunity for Middle Mile connectivity.</p> <p>This project provides three benefits:</p> <ol style="list-style-type: none"> 1. Connecting City facilities securely and reliably to provide access to the internal network and internet. 2. Unused conduit will be leased to third parties in the community (school district, etc.). 3. This fiber backbone is an integral part of future municipal fiber deployments to the citizenry. <p>The Request for Proposal (RFP) was published for several weeks in different manners – website and newspapers. The bid opening was conducted on April 24, 2020 by the City Clerk. There were 4 bids received for the contract. Lead time for materials (provided by City of McCall) will be longer than expected as a result of the COVID-19 pandemic effecting the ability of the contractor to meet deadlines. All bids came in higher than the budget allocated for this project. Staff recommends rejecting all bids and advertise the project with a smaller scope focused on Route #1 to allow completion within budget and time constraints.</p> <p>The bidder’s list is attached.</p>				
RECOMMENDED ACTION:				
Reject all bids received for Phase 2 Capital project of Buried Fiber Conduit installation for Spring Mountain Boulevard and Deinhard Lane.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

Company	Contact	Bid Received	Bid Amount
Dasco	Joaquin Garcia		
Circle H	Bob Hall		
Cascade Communications	Riley Wilkins	X	\$377,891.00
Henkels and McCoy	Dennis Morgison	X	\$1,925,068.17
Track Utilities	Roberto Rodreguiz	X	2,397,699.86
Probst Electrical	Luke Robinson	X	\$705,907.00
Dodge Data and Analytics			

Surveyors

Skiftun

Droulard

Secesh

3 BIDDERS PROPOSAL

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to the City of McCall. This bid is for the Project titled: BURIED COMMUNICATIONS CONDUIT – PHASE 2, SUMMER 2020

ARTICLE 2 – BIDDER'S INFORMATION

2.01 BIDDER's Name: Cascade Communications, LLC
BIDDER's Idaho Public Works Contractor License No.: 046571-B-4
License Expiration Date: 3-31-21
BIDDER's Business Address: 25 Miners Ct, Cascade, ID 83611
BIDDER's Business Phone No.: 208-315-0980
BIDDER's FAX No.: N/A
BIDDER's Email Address: wilkinsjriley@yahoo.com

ARTICLE 3 – BIDDER'S ACKNOWLEDGEMENTS

This proposal is submitted as an offer by the undersigned to enter into contract with the City of McCall, McCall, Idaho, hereinafter referred to as the "OWNER" for the BURIED COMMUNICATIONS CONDUIT – PHASE 2, SUMMER 2020 project, specified herein, and which construction documents are on file with the Information Systems Department, 216 E. Park Street, McCall, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention, and understanding of the undersigned and the agreement of the OWNER to the terms and prices herein submitted.

1. All project specifications and drawings have been examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds and insurance certificates, as required by the specifications, in the full amount of the contract price within the

time limit therein after notification that the said proposal is accepted, all in accordance with the provisions of this proposal and the specifications.

5. The undersigned further agrees that the OWNER shall have the right to accept or reject any bid as the OWNER deems to be in their best interest.
6. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the OWNER.
7. The undersigned, as a BIDDER, acknowledges that Addenda Number 1 through 1 have been delivered to him/her and have been examined as part of the contract documents.
8. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-10 of the Instruction to Bidders.
9. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of lump sum bid generation. The OWNER has a set budget for this project that cannot be exceeded. The Contractor is advised to provide balanced bids for all items of work.

ARTICLE 4 – BIDDERS’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; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

ARTICLE 5 – BASIS OF BID/BID SCHEDULE

5.01 BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

Bid Item	Item Description	Spec Reference	Quantity	Unit
1	Clearing and Grubbing	201.4.1.B.1	1	LS
2	Trench Excavation	301.4.1.D.1	19,199	LF
3	Miscellaneous Surface Restoration	307.4.1.A.7	19,199	LF

Bid Item	Item Description	Spec Reference	Quantity	Unit
4	Horizontal Directional Drilling – 1 1/4" HDPE (3 EA)	309.4.1.A.1	9,886	LF
5	Erosion and Sediment Control	1001.4.1.A.1	1	LS
6	Conduit 1 1/4" HDPE (3 EA) (Labor and installation only)	1102.4.1.E.1	28,615	LF
7	Junction Box (Labor and installation only)	1102.4.1.F.1.A	33	EA
8	Construction Traffic Control	1103.4.1.A.1	1	LS
9	Mobilization	2010.4.1.A.1	1	LS
10	Removal of Trees 6"+	SP-1	10	EA

BID (Sum of Items 1 through 10) TOTAL (Amount) = \$ 377,891.⁰⁰

BID TOTAL (Words): three hundred seventy seven thousand eight hundred ninety one dollars.

ARTICLE 6 – BID SUBMITTAL



HENKELS & McCOY, INC. | 5000 N.E. 148TH AVENUE | P.O. BOX 20009 | PORTLAND, OR 97230 | (503) 255-5125

April 22, 2020

City of McCall
Information Systems Dept.
ATTN: Chris Curtin
216 E Park Street
McCall Idaho 83638

Dear Chris:

Henkels & McCoy, Inc., (H&M) is pleased to submit this proposal to provide construction services for your Buried Communications Conduit Phase 2 Summer 2020 project. H&M, a subsidiary of Henkels & McCoy Group, has the experience and capability necessary to meet your requirements based on our 96 year history of providing similar construction services across the country including a long history in Idaho. The work force planned for this project is just finishing a project north of your location and in Idaho. The project approach outlined in this RFP utilizes a combination of experienced H&M management and labor resources who are familiar with, and well-established, and knows the market well.

H&M understands the emphasis needed on quality, safety, schedule, price, and accountability. We believe we can provide you with the best overall value for the completion of your fiber project. Our long-term track record of performance with the communications market on critical infrastructure projects is very important, and we are confident we can meet the project objectives for The City of McCall.

Our skilled professional team has taken a partnership approach to this proposal, and we want to bring to your attention a few key value engineering opportunities that can significantly reduce the total cost of this project. We have a few general clarifications as follows:

General Clarifications:

1. Henkels & McCoy recognizes and acknowledges addendum 1.

General Exclusions:

1. Environmental studies and or any costs associated with hazardous materials or contaminated soils and water.
2. Fiber placement and splicing aren't included in this contract.
3. Junction Boxes will be provided by the owner.
4. Schedule is based on 12hour days-5 days per week.
5. TCP's will be provided by H&M. Actual permits fees will be compensated by the owner.

Thank you for the opportunity to work with the City of McCall on what H&M views as a very important project. Should you have any questions about our proposal or require additional information, please contact me at (208) 771-1372 or vbeattie@henkels.com

Sincerely,

Vic Beattie
Director of NW Telecom
Henkels & McCoy, Inc.

HENKELS & McCOY

PERFORMANCE has built our business...®

3 BIDDERS PROPOSAL

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to the City of McCall. This bid is for the Project titled: **BURIED COMMUNICATIONS CONDUIT – PHASE 2, SUMMER 2020**

ARTICLE 2 – BIDDER'S INFORMATION

2.01 BIDDER's Name: Henkels & McCoy, Inc.
BIDDER's Idaho Public Works Contractor License No.: PWC-C-10518-AAA-4
License Expiration Date: 03/31/2021
BIDDER's Business Address: 5000 NE 148th Avenue Portland OR 97230
BIDDER's Business Phone No.: 503-255-5125
BIDDER's FAX No.: 503-255-5129
BIDDER's Email Address: hmnorthwestbids@henkels.com

ARTICLE 3 – BIDDER'S ACKNOWLEDGEMENTS

This proposal is submitted as an offer by the undersigned to enter into contract with the City of McCall, McCall, Idaho, hereinafter referred to as the "OWNER" for the BURIED COMMUNICATIONS CONDUIT – PHASE 2, SUMMER 2020 project, specified herein, and which construction documents are on file with the Information Systems Department, 216 E. Park Street, McCall, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention, and understanding of the undersigned and the agreement of the OWNER to the terms and prices herein submitted.

1. All project specifications and drawings have been examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds and insurance certificates, as required by the specifications, in the full amount of the contract price within the

time limit therein after notification that the said proposal is accepted, all in accordance with the provisions of this proposal and the specifications.

5. The undersigned further agrees that the OWNER shall have the right to accept or reject any bid as the OWNER deems to be in their best interest.
6. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the OWNER.
7. The undersigned, as a BIDDER, acknowledges that Addenda Number 1 through 1 have been delivered to him/her and have been examined as part of the contract documents.
8. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-10 of the Instruction to Bidders.
9. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of lump sum bid generation. The OWNER has a set budget for this project that cannot be exceeded. The Contractor is advised to provide balanced bids for all items of work.

ARTICLE 4 – BIDDERS’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; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

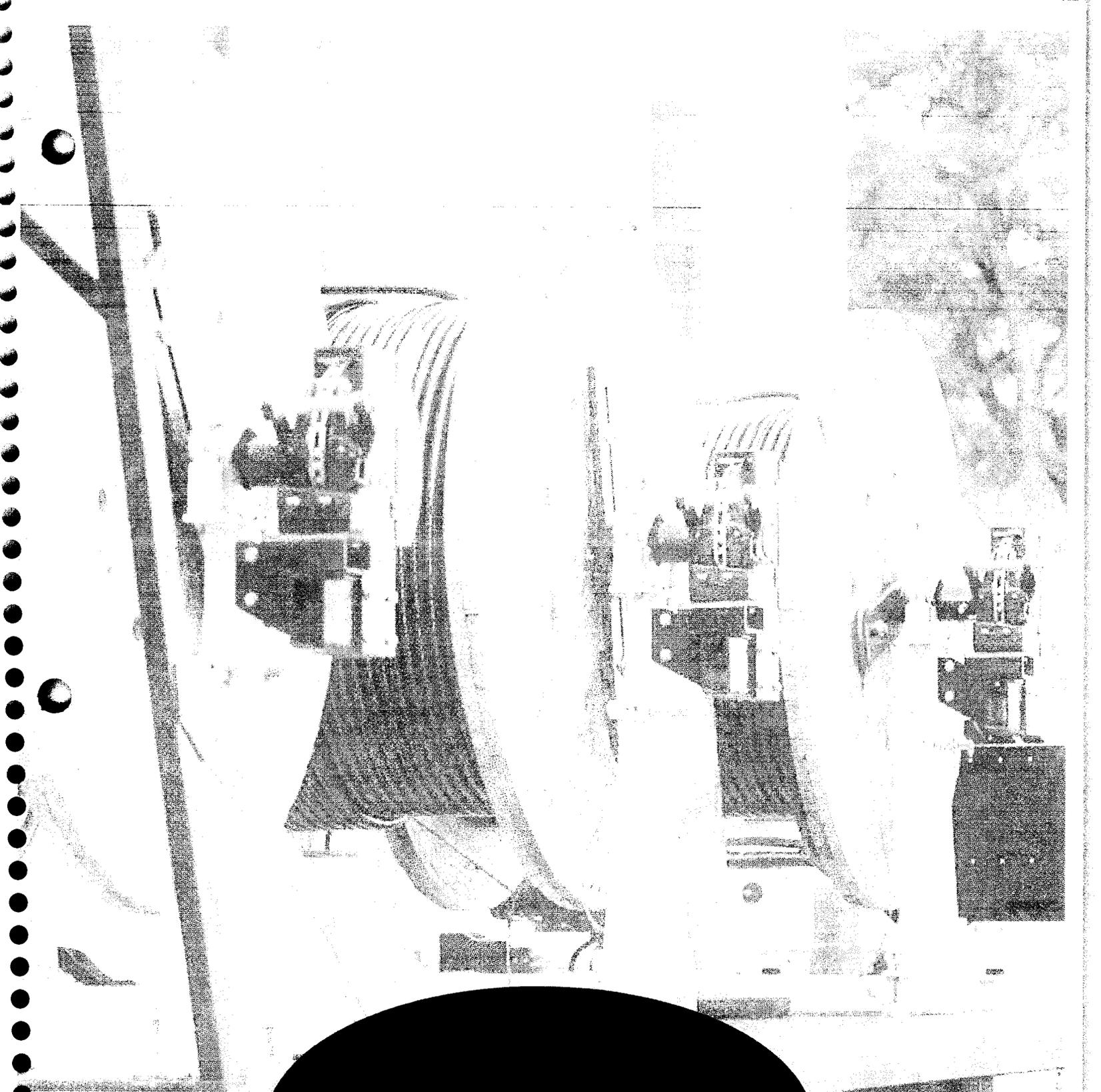
ARTICLE 5 – BASIS OF BID/BID SCHEDULE

5.01 BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

Bid Item	Item Description	Spec Reference	Quantity	Unit
1	Clearing and Grubbing	201.4.1.B.1	1	LS
2	Trench Excavation	301.4.1.D.1	19,199	LF
3	Miscellaneous Surface Restoration	307.4.1.A.7	19,199	LF

Bid Item	Item Description	Spec Reference	Quantity	Unit
4	Horizontal Directional Drilling – 1 1/4" HDPE (3 EA)	309.4.1.A.1	9,886	LF
5	Erosion and Sediment Control	1001.4.1.A.1	1	LS
6	Conduit 1 1/4" HDPE (3 EA) (Labor and installation only)	1102.4.1.E.1	28,615	LF
7	Junction Box (Labor and installation only)	1102.4.1.F.1.A	33	EA
8	Construction Traffic Control	1103.4.1.A.1	1	LS
9	Mobilization	2010.4.1.A.1	1	LS
10	Removal of Trees 6"+	SP-1	10	EA
BID (Sum of Items 1 through 10) TOTAL (Amount) =			1,925,068.17	
BID TOTAL (Words):			One Million Nine Hundred Twenty Five Thousand, Sixty Eight Dollars and seventeen cents	

ARTICLE 6 – BID SUBMITTAL



PROBST ELECTRIC

UTILITY • INDUSTRIAL • COMMERCIAL • RESIDENTIAL

HEBER CITY, UT 435.657.1955

City of McCall - Buried Communications Conduit -
Phase 2 Summer 2020



April 22, 2020

City of McCall, Idaho
Attn: Chris Curtin
Information Systems Department
216 E. Park Street
McCall, ID 83638

RE: Buried Communications Conduit – Phase 2 Summer 2020

Dear Mr. Curtin:

Thank you for the opportunity to provide pricing for the *City of McCall Buried Communications Conduit – Phase 2 Summer 2020 Project*. We have reviewed the scope of the work and identified a final competitive price to complete the work. Probst Electric understands the project and is confident we can provide a safe, on time and professional product.

We have provided the following items for your review and consideration:

- Section 3 - Bidders Proposal
- Bid Bond
- Redlined Project Contract

We again thank you for the opportunity in allowing us to provide this competitive bid. Probst Electric is committed to fostering a strong relationship and providing a professional product. Please review and contact me with any questions or comments you may have.

Most respectfully,
Ben Harris
Vice President

3 BIDDERS PROPOSAL

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to the City of McCall. This bid is for the Project titled: **BURIED COMMUNICATIONS CONDUIT – PHASE 2, SUMMER 2020**

ARTICLE 2 – BIDDER'S INFORMATION

2.01 BIDDER's Name: Probst Electric, Inc.

BIDDER's Idaho Public Works Contractor License No.: PWC-C-17019

License Expiration Date: 10/31/2020

BIDDER's Business Address: 441 West Power Line Road, Heber City, UT 84032

BIDDER's Business Phone No.: 435-657-1955

BIDDER's FAX No.: 435-657-1956

BIDDER's Email Address: Estimating@probstelectric.com

ARTICLE 3 – BIDDER'S ACKNOWLEDGEMENTS

This proposal is submitted as an offer by the undersigned to enter into contract with the City of McCall, McCall, Idaho, hereinafter referred to as the "OWNER" for the BURIED COMMUNICATIONS CONDUIT – PHASE 2, SUMMER 2020 project, specified herein, and which construction documents are on file with the Information Systems Department, 216 E. Park Street, McCall, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention, and understanding of the undersigned and the agreement of the OWNER to the terms and prices herein submitted.

1. All project specifications and drawings have been examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he/she has received or made himself/herself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned will furnish separate performance and payment bonds and insurance certificates, as required by the specifications, in the full amount of the contract price within the

time limit therein after notification that the said proposal is accepted, all in accordance with the provisions of this proposal and the specifications.

5. The undersigned further agrees that the OWNER shall have the right to accept or reject any bid as the OWNER deems to be in their best interest.
6. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the OWNER.
7. The undersigned, as a BIDDER, acknowledges that Addenda Number 1 through 1 have been delivered to him/her and have been examined as part of the contract documents.
8. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-10 of the Instruction to Bidders.
9. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of lump sum bid generation. The OWNER has a set budget for this project that cannot be exceeded. The Contractor is advised to provide balanced bids for all items of work.

ARTICLE 4 – BIDDERS’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; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

ARTICLE 5 – BASIS OF BID/BID SCHEDULE

5.01 BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

Bid Item	Item Description	Spec Reference	Quantity	Unit
1	Clearing and Grubbing	201.4.1.B.1	1	LS
2	Trench Excavation	301.4.1.D.1	19,199	LF
3	Miscellaneous Surface Restoration	307.4.1.A.7	19,199	LF

Bid Item	Item Description	Spec Reference	Quantity	Unit
4	Horizontal Directional Drilling – 1 1/4" HDPE (3 EA)	309.4.1.A.1	9,886	LF
5	Erosion and Sediment Control	1001.4.1.A.1	1	LS
6	Conduit 1 1/4" HDPE (3 EA) (Labor and installation only)	1102.4.1.E.1	28,615	LF
7	Junction Box (Labor and installation only)	1102.4.1.F.1.A	33	EA
8	Construction Traffic Control	1103.4.1.A.1	1	LS
9	Mobilization	2010.4.1.A.1	1	LS
10	Removal of Trees 6"+	SP-1	10	EA
BID (Sum of Items 1 through 10) TOTAL (Amount) = \$705,907.00				
BID TOTAL (Words): Seven-hundred and five-thousand nine-hundred and seven dollars				

ARTICLE 6 – BID SUBMITTAL

3 BIDDERS PROPOSAL

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to the City of McCall. This bid is for the Project titled: **BURIED COMMUNICATIONS CONDUIT – PHASE 2, SUMMER 2020**

ARTICLE 2 – BIDDER’S INFORMATION

2.1 BIDDER’s Name: Track Utilities, LLC

BIDDER’s Idaho Public Works Contractor License No.: _____

License Expiration Date: _____

BIDDER’s Business Address:
441 W Corporate Drive
Meridian ID 83642

BIDDER’s Business Phone No.: 208-362-1780

BIDDER’s FAX No.: 208-362-1788

BIDDER’s Email Address: RobertoRodriguez@trackutilitiesllc.com

ARTICLE 3 – BIDDER’S ACKNOWLEDGEMENTS

This proposal is submitted as an offer by the undersigned to enter into contract with the City of McCall, McCall, Idaho, hereinafter referred to as the “OWNER” for the BURIED COMMUNICATIONS CONDUIT – PHASE 2, SUMMER 2020 project, specified herein, and which construction documents are on file with the Information Systems Department, 216 E. Park Street, McCall, Idaho, and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention, and understanding of the undersigned and the agreement of the OWNER to the terms and prices herein submitted.

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time limit therein after notification that the said proposal is accepted, all in accordance with the provisions of this proposal and the specifications.

5. The undersigned further agrees that the OWNER shall have the right to accept or reject any bid as the OWNER deems to be in their best interest.
6. The undersigned agrees to order all necessary equipment and materials within a period of three (3) days after Notice to Proceed has been issued by the OWNER.
7. The undersigned, as a BIDDER, acknowledges that Addenda Number _____ through _____ have been delivered to him/her and have been examined as part of the contract documents.
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ARTICLE 4 – BIDDERS’S CERTIFICATION

4.1 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; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

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8	Construction Traffic Control	1103.4.1.A.1	1	LS
9	Mobilization	2010.4.1.A.1	1	LS
10	Removal of Trees 6"+	SP-1	10	EA
BID (Sum of Items 1 through 10) TOTAL (Amount) = \$2,397,699.86				
BID TOTAL (Words): Two Million three hundred ninety seven thousand six hundred and ninety nine and eighty six cents				

ARTICLE 6 – BID SUBMITTAL

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 20-156
Meeting Date May 21, 2020**

AGENDA ITEM INFORMATION

SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>		
Call for Nominations for AIC Third Vice President & Process for Board Elections for 2020		Mayor / Council				
		City Manager	ABS			
		Clerk	JW	Originator		
		Treasurer				
		Community Development				
		Police Department				
		Public Works				
		Golf Course				
		COST IMPACT:	n/a	Parks and Recreation		
		FUNDING SOURCE:	n/a	Airport		
		Library				
TIMELINE:	n/a	Information Systems				
		Grant Coordinator				

SUMMARY STATEMENT:

At the May 7, 2020 Council meeting, staff presented the Association of Idaho Cities (AIC) call for nominations for an AIC Third Vice President board position. Council chose to postpone the decision regarding nominations to the next meeting to allow for contemplation. Eligible candidates should be elected officials from AIC Districts 3 or 4, which includes the City of McCall. Staff is bringing the item back to finalize the nominations, if any. Anyone interested in serving as AIC Third Vice President will need to be nominated by a city elected official or self-nominated by Friday, May 22 at close of business day to the AIC Executive Director.

The AIC Call for Nominations Letter with instructions is attached.

RECOMMENDED ACTION:

Approve the nomination of _____ as the Association of Idaho Cities Third Vice President.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION
May 7, 2020	Call for Nominations for AIC Third Vice President & Process for Board Elections for 2020 Discussion and Possible Nomination

Call for Nominations for AIC Third Vice President & Process for Board Elections This Year

Posted By Justin Ruen,

Anyone interested in serving as AIC Third Vice President needs to be nominated by a city elected official or self-nominated by Friday, May 22 at close of business to AIC Executive Director Kelley Packer at kpacker@idahocities.org

The nominee for Third Vice President must be a city elected official from an AIC member city and eligible candidates should be from AIC District 3 or 4. District 3 includes cities in Adams, Boise, Canyon, Elmore, Gem, Owyhee, Payette, Valley and Washington Counties. District 4 includes cities in Blaine, Camas, Gooding, Lincoln, Jerome, Minidoka, Twin Falls and Cassia Counties.

Nominating Process

The nominating process begins with the establishment of the AIC Nominating Committee, the structure of which is set forth in the AIC Bylaws. The Nominating Committee will interview candidates for Third Vice President by videoconference on the afternoon of Wednesday, May 27. The Nominating Committee will announce their nomination for AIC Board Officers on Thursday, May 28 and the list will be posted on the AIC website.

Normally, there would be an opportunity at the conference for nominations from the floor immediately prior to the election, but this year due to the unique situation of holding a virtual conference there will be a deadline for nominations from the floor that must be received by AIC Executive Director Kelley Packer at kpacker@idahocities.org by close of business on Friday, May 29. If there are nominees from the floor, these will be posted with the candidate list on the AIC website.

In the event that a position has multiple candidates, AIC will allow each to submit a video up to five minutes long OR a written statement up to 300 words outlining their biography, qualifications and goals for serving on the board and an email address for city officials to ask each candidate questions. Candidates must submit their video/written statement and email address to Payton Grover at pgrover@idahocities.org by close of business on Monday, June 1. If you need help with the video process, you can reach Payton Grover on her cell phone at 208-908-1341.

Voting for AIC officers will be by each city's designated voting delegate, which must be designated by Wednesday, May 27 to Payton Grover at pgrover@idahocities.org AIC will soon be sending out a notice asking cities to designate their voting delegate, which must be a city elected official who is registered to attend the 2020 AIC Annual Conference. In the event that AIC doesn't hear back from a city, the voting delegate will be identified under the following order of priority for city officials registered for the Annual Conference: (1) the mayor, (2) the council president, (3) any councilor.

The voting delegates have until Monday, June 8 at close of business to submit their votes on the board election to Payton Grover at pgrover@idahocities.org

Nominating Committee Chair: Immediate Past President Elaine Clegg—Council President, Boise

Nominating Committee Members:

Jeri DeLange, Councilor, Hayden

Mayor Brian Blad, Pocatello

Councilor Greg Lanting, Twin Falls

Mayor John Evans, Garden City

Mayor Mac Pooler, Kellogg

Council President Mitch Hart, Soda Springs

Mayor Garret Nancolas, Caldwell

To achieve a quorum, the Nominating Committee must have at least three AIC Past Presidents in attendance. If a Quorum cannot be established the President will appoint three sitting AIC District Directors to serve with the available Past Presidents on the Nominating Committee.

Nomination of Officers: The Nominating Committee is required to select candidates according to a geographic rotation to ensure each of Idaho's major geographic regions are represented. The AIC Bylaws have established the geographic regions to be:

North: AIC Districts 1 and 2

South: AIC Districts 3 and 4

East: AIC Districts 5 and 6

West: AIC District 3A

About the AIC Board of Directors

The association is governed by a Board of Directors elected annually by the membership. The Board is charged with conducting the affairs of the association on behalf of member cities. Specifically, the Board is responsible for:

- Advancing the public interest of cities,
- Building democracy and community within cities, and
- Strengthening the capacity of municipal government by providing research, education, and training to city elected officials and staff.

The Bylaws establish three types of Board membership: Officers, District Directors, and Past Presidents.

Officers: The Officers of the association consist of a President, First Vice President, Second Vice President, and Third Vice President. Officers are nominated by the Nominating Committee (chaired by the Immediate Past President and consisting of all Past Presidents serving on the Board) and elected by the full membership at the Annual Conference. Officers are nominated to maintain balance between Idaho's four geographic regions. The Officers of the association also serve as members of the Board Executive Committee.

District Directors: Two District Directors are elected from each of the seven AIC districts at regional spring district workshops. Each District Director serves for staggered two-year terms.

Past Presidents: Past Presidents of the Association who have served continuously in city elective office may continue serving as voting members of the Board. The four most recent past presidents also serve on the AIC Board Executive Committee.

Executive Committee: The Executive Committee has general supervision over the affairs of the Association between Board meetings. The Executive Committee is also responsible for overseeing and evaluating the performance of the Executive Director.

Upcoming Meetings Schedule

May 22, 2020 – 9:00 am - 11:00 am Legion Hall – **Special Work Session**

Council Member Holmes may be unavailable

1. *Work Session: Budget Kickoff (Linda, Traci, & Anette) – 1 hour*
 - a. *LOT Commission Chair Present LOT Funding Matrix to Council (Amanda & BessieJo)*

June 4, 2020 - 5:30 pm, Legion Hall – Regular Council Meeting

1. *Clerk License Report*
2. *Chamber Report/Monthly Department Reports/Committee Minutes*
3. *Request for Approval to Submit an Economic Development Administration Public Works and Economic Adjustment Assistance Grant for the Downtown Core Revitalization Project (Delta)*
4. *Hangar 212 South lease and lease cancellation – Consent (Rick)*
5. *Park/Thompson Street Reconstruction Contract Award (Nathan)*
6. *Payette Lake Shuttles & Tours Outfitters (Kurt)*

June 18, 2020 - 5:30 pm, TBD – Regular Council Meeting

1. *Work Session:*
2. *Clerk License Report*
3. *Treasurer's Monthly Report (Linda) Consent*
4. *Contract Award Park and Thompson (Nathan)*
5. *Humanitarian Wood Work Day Proclamation July (BessieJo)*
6. *Public Art Plan Contract for Services (Delta)*
7. *Rainbird Agreement (Eric)*
- 8.

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. *Work Session:*
2. *Clerk License Report*
3. *Treasurer's Monthly Report (Linda) Consent*
4. *Planning and Zoning Commission Annual Report (Morgan)*

July 24, 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.*

August 13, 2020 - 5:30 pm, Legion Hall – Regular Council Meeting

1. *Clerk License Report*

2. *Chamber Report/Monthly Department Reports/Committee Minutes*
3. *Budget Public Hearing and Adoption (Linda)*

August 27, 2020 - 5:30 pm, Legion Hall – Regular Council Meeting

1. *Work Session:*
2. *Clerk License Report*
3. *Treasurer’s Monthly Report (Linda) Consent*
4. *Parks & Recreation Advisory Committee Annual Report*

August 28, 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. *PUD-15-01 McCall RV Resort Phase 2 Final Plan (Morgan)?*
11. *Syringa Duct Occupancy Agreement (Chris & Anette)*
12. *Council Calendar for 2021 (December 17th meeting)*
13. *Valley County Mitigation Plan*
14. *Emergency Response Management Plan*
15. *Girl Scouts presentation about an ordinance for text free driving*
16. *Midas Gold Environmental Impact Statement (EIS) Update (Anette)(August)*
- 17.