

City of McCall
Housing Advisory Committee
Agenda
October 11th, 2021, 4-5:30 pm
TEAMS/Legion Hall – City Hall, Lower Level
216 E Park St
McCall, ID 83638

Use a phone to call 208-634-8900, when prompted enter Conference ID , 829373847# If there are any questions, contact Meredith Todd, Assistant City Planner (mtodd@mccall.id.us) The Meeting Room Occupancy Capacity is subject to the 6-foot social distancing and a capacity of 15 people. Masks are required in City Hall.

CALL TO ORDER AND ROLL CALL

Nick Zello, Pat Hill, Robert Lyons, Diane Kushlan, Toni Curtis

CONSENT AGENDA

- Approve September 8th, 2021 HAC Minutes

OLD BUSINESS

- City Housing Authority Update – Debrief 9/23/2021 - Joint Work Session - City Council/Housing Advisory Committee
 - Identify actions to prepare City Council to issue Resolution to establish Housing Authority (identifying officers included).
- Local Housing Action Plan Update & Timeline – Discuss next steps.
- Housing Solutions Idea Brainstorm – Review supported ideas, refresh earlier ideas not yet discussed, solicit new ideas.
 - - Solicit funding: fed/state grant, donations, partnerships, city property
 - Develop Co-op initiatives: high schools, trade schools, work for rent, ...
 - building materials donation center
 - Public Outreach Plan – news column, social media, C of C?

NEW BUSINESS

NEXT MEETING

Next Regular Meeting – November 8th, 2021?

ADJOURN

American with Disabilities Act Notice: The McCall City Hall Legion Room is accessible to persons with disabilities. If you need assistance, contact City Hall at 634-7142.

City of McCall
Housing Advisory Committee
Minutes
September 8th, 2021, 4-5:30 pm
TEAMS/Idaho Historical Museum – Carpenter’s Shop

CALL TO ORDER AND ROLL CALL – Meeting began at 4:01pm

Members Nick Zello, Pat Hill, Robert Lyons, and Toni Curtis were present, Michelle Groenevelt (CED Director), Brian Parker (City Planner), and Meredith Todd (Assistant Planner) were also present.

CONSENT AGENDA

- Approve August 16th, 2021 HAC Minutes – *correct to eliminate Library Statement*

Member Hill Made a motion to approve the minutes with the correction to the accessibility statement. Member Lyons seconded the motion.

OLD BUSINESS

- City Housing Authority Update – Discussion of collected thoughts and recommendations to provide in recommendation letter to City Council. Planning for next steps including discussion of business plan. Clarify expectations for prep work for Joint Work Session with City Council on September 23rd.

Members discussed foundational elements to consider in writing a letter the City Council to recommend a housing authority. There was some discussion of what kind of grant funding could be available to the City for infrastructure projects. Ms. Groenevelt mentioned that the funding has not been identified or allocated yet.

Member Hill discussed that the mechanism for forward movement on local housing projects lives within the structure of a Housing Authority, to create a place for a sustainable revenue stream to manage the business plan element of the authority itself (operating costs, staff time, property acquisition and development, property management). We know at this point that density is the primary solution, so we need to push for the capacity to do dense projects in cost effective ways. The flexibility will be afforded by the creation of a housing authority in ways extending from budget to facilitation to execution. Questions that remain: *Who is the Board? What is the business plan? How will it be different from VARHA?*

Member Lyons identified that through the Housing Authority structure and function the City will gain the opportunity to sell properties not suitable for local housing to put into an operating bank for projects and/or assisting developers with infrastructure costs. Another benefit to creating the

HA sooner than later is opening an entity to the opportunity for a donation of land or structures in the interim before having a regular actionable mission.

Ms. Groenevelt gave a summary of general Work Session Topic Areas to focus on in preparation for the City Council meeting on 9/23:

- Merits of Creating a Housing Authority
 - o Leverage City Resources, Pro's and Con's
 - o Legal Process & Structure
 - o Difference between McCall HA and other HUD funded Has
 - o Notes from Blaine Co. – HA started with the City of Ketchum and then expanded to Blaine County. The HA administers the Deed Restrictions and manages the development of new projects.
 - o **Pros: Authority for disposal of land**
 - o **Authority to Bond**
 - o **Goals aligned w/City**
 - o **Authority to function outside of City Limits**
 - o Cons: Constructing a new Agency
 - o City Funding and Resources commanded
 - o Is right now the time we want to do it, what program are we hoping to create, is this the best way to get there?
- Blaine Co. Program
 - o Deed Restriction based on income
 - o Considering restriction to locals
 - o HA only owns one property – retired Motel fitted for temporary housing
 - o Does not take Federal dollars which allows market adaptation and opens the qualifying process

Member Curtis asked the group to consider what part of the mission of the Housing Authority idea justifies the pull on City Resources? A major focus and goals of the Authority revolve around the fact that we need an organization that can serve a need that can't be met in this region by federal programs. The other major benefit is the ability to act as an Umbrella to guide the efforts of housing related goals, rather than siloed groups trying to solve housing problems independently.

Ms. Groenevelt mentioned that the Housing Action Plan very well could identify the best mission and action for the Housing Authority to be created with a strong purpose and goals. It is possible that the Housing Authority can be created and have it sit in anticipation of the completion of the Housing Action Plan.

- Local Housing RFQ Update & Timeline – Summarize submission analysis and discuss next steps.

Member Zello provided a summary of the submissions from the two groups that had applied to work on the Housing Action Plan. With enough of a point difference between the groups, one was able to be selected and will be part of a budgeting discussion in September to determine what work is contracted.

NEW BUSINESS

- Housing Solutions Idea Brainstorm – Review supported ideas, refresh earlier ideas not yet discussed, solicit new ideas.
 - ~~Camping in City Limits on Residential Properties~~, not at this time
 - STR Fees Increase – follow-up; Land-Use Fees; LOT on STRs
 - Business Licenses required for every STR by owner, not property mgmt.
 - Code Enforcement of STRs: Recommend Community Calls into PD/PZ
 - Communication Strategy rooted b/w Code Enf. Officer and City Staff
 - Flyers promoting long term renting to 2nd homeowners – would need to come up with benefits
 - Donation Homes to be relocated? – Place it on the Demo Permit App
 - Update webpage on actions of the HAC, Housing Authority, Local Housing Page
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- Debrief Joint City Council/Planning & Zoning Commission/Valley BOCC Meeting

Members reviewed what happened at the joint meeting between City Council, Planning & Zoning, Valley BOCC, and Housing Authority members with the intent to get better detail on Housing Action, Sewage, STRs, Endowment Lands, and Comprehensive Planning in the County and McCall area.

NEXT MEETING

Next Regular Meeting – October 11th, 2021

ADJOURN

Member Lyons made a motion to adjourn. Member Hill seconded the motion and the meeting ended at 5:31pm.

American with Disabilities Act Notice: The Idaho Historical Museum is accessible to persons with disabilities. If you need assistance, contact City Hall at 634-7142.

Date: October 11, 2021

Nick Zello, HAC Chair

Michelle Groenevelt, CED Director

**CITY OF McCALL
INDEPENDENT CONSULTANT AGREEMENT
FOR LOCAL HOUSING AND RELATED STRATEGIC ACTION PLAN**

This Independent Consultant Agreement is made and entered effective to the 7th day of October, 2021, by and between the City of McCall, a municipal corporation of the State of Idaho (“City”), and WSW Consulting, Inc., a California corporation duly licensed to conduct business within the State of Idaho (“Consultant”).

- A. The City is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. The City is empowered to contract and be contracted with for the provision of public services. Idaho Code § 50-301 *et seq.*
- C. Consultant independently provides certain services which may be beneficial and of use for the general welfare of the City.
- D. The City finds that it is more economical and efficient and that is in the best interests of the City to contract with Consultant for certain services as set forth herein (“Services”).

NOW THEREFORE, the Parties enter into this Independent Consultant Agreement according to the following terms and conditions:

1. Services. Consultant shall perform the services as set forth and outlined in the Scope of Work/Services as follows:

Scope of Services:

Consultant will propose a process that will develop a Community Housing Action Plan as opposed to a “city” plan. This means ensuring that community stakeholders – organizations, non-profits, developers, funders, real estate professionals, employers, and other entities – engage in a process developed by Consultant to discuss local housing needs and work together to devise strategies and a course of action to increase the availability of affordable housing within the community. The plan will:

- Target community goals and objectives related to local housing needs;
- Explore and prioritize strategies, including existing strategies;
- Establish roles, responsibilities, and timing; and
- Discuss a framework for the overall management, tracking, and updates of the plan.

This process will engage the community in helping to address a community-wide problem; maximize partnerships, sharing, and application of resources; and focus momentum toward a common housing goal and objectives within the community. Exhibit A is the submittal for the Request for Qualification (RFQ). Exhibit B is a memo and refined scope with costs and timelines that define the process and timeline for the Housing Action Plan.

2. Payment for Services. City will pay Consultant based upon review and approval of work invoiced that will not exceed \$55,000 for the Scope of Work provided. Payment will be made within thirty days of invoice approval.
3. Performance and Warranty. Consultant will provide its own tools and equipment as needed to perform the Services. Consultant warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Consultant warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
4. Term and Termination. This Agreement shall be in effect until the completion of the Project. Either party may terminate this Agreement for any reason upon thirty days written notice to the other party. Consultant will invoice for any work that has been actually performed as of the date of notice of termination.
5. Independent Consultant. Consultant performs the Services hereunder solely and exclusively as an independent Consultant. Consultant is not an employee, servant, agent, partner, or joint venture of the City. The City will determine the projects to be done by Consultant, but Consultant will determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create or establish any employee-employee relationship between the City and Consultant or make Consultant eligible for any City employment benefits. Consultant is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.
6. Indemnification. Consultant releases, holds harmless, and agrees to indemnify City from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Consultant, its managers, members, directors, officers, shareholders, agents, and employees.
7. Licensing. Consultant represents that Consultants possesses the requisite skill, knowledge, and experience necessary to perform the Services. Consultant represents it has or agrees to obtain and maintain all necessary registrations, licenses, and insurance as required by the State of Idaho for the performance of the Services under this Agreement.
8. Insurance. Consultant is not covered by the City's liability insurance policy. Consultant shall carry and maintain liability insurance in the following minimum amounts:

General liability	\$2,000,000.00
Commercial Auto	\$500,000.00
Commercial Umbrella	\$2,000,000.00
Worker's Compensation	As required by the State of Idaho

Proof of said insurance shall be provided to City.

9. Notice. All notices under this Agreement shall be in writing and addressed as follows:

CITY:	CONSULTANT
City of McCall	WSW Consulting, Inc.
Attn: Community & Economic Dev. Dir.	1124 Navahoe Dr.
216 E. Park St.	S. Lake Tahoe, CA 96150
McCall, ID 83638	

10. Compliance with Laws/Public Records. Consultant, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state and local laws, rules, and ordinances. This Agreement does not relieve Consultant of any obligation or responsibility imposed upon Consultant by law. Without limitation, Consultant hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Consultant for City regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Consultant further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Consultant shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.
11. Non-Assignment. Consultant hereby acknowledges that City has agreed to enter this Agreement based in part on Consultant's unique skills and reputation for professional work. Accordingly, Consultant may not assign, subcontract, or transfer in any manner this Agreement or any of Consultant's right, title or interest in or to this Agreement without the prior written consent of City.
12. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
13. Non-Waiver. The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
14. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
15. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
16. Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

Venue shall be in the Fourth Judicial District, Valley County, Idaho.

17. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.
18. Severability. If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent..
19. Execution and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
20. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

CITY OF MCCALL

Robert Giles, Mayor

Date

ATTEST:

Bessie Jo Wagner, City Clerk

WSW Consulting, Inc.

Wendy Sullivan, President

Date

Exhibit A: Request for Qualifications Submittal

Exhibit B: Memo and refined scope from Wendy Sullivan, President, WSW Consulting, Inc.
dated September 22, 2021