



City of McCall  
**City Council**

**AGENDA**  
**Special Joint Meeting with the Valley**  
**County Board of Commissioners**  
**August 27, 2021 at 9:00 a.m.**  
**Legion Hall – Below City Hall**  
**216 East Park Street**  
**McCall, ID**  
**AND MS TEAMS Virtual**

**ANNOUNCEMENT:**

Due to McCall's commitment to stay healthy in response to the COVID-19 Emergency and ensuring that the City's Business continues, this will be both an in person and virtual meeting. The Legion Hall's 6-foot social distancing Occupancy Capacity is 15. The Council Members and staff who are anticipated to be in attendance is 8. The first 7 persons who appear will be allowed to be present in the meeting location. **Social distancing will be enforced.** All other persons may be in attendance virtually. Any member of the public can join and listen only to the meeting at 5:30 p.m. by calling in as follows:

Dial 208-634-8900 when asked for the Conference ID enter: 827 785 686#

Or you may watch live by clicking this link: <https://youtu.be/yhNkgaxWow4>

**TRAINING AND WORK SESSION**

AB 21-221 Joint Training and Work Session with McCall City Council, Valley County Commissioners and McCall Area Planning and Zoning Commission on McCall Area of Impact

AB 21-222 Airport Land Use Compatibility in Valley County

**ADJOURN**

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.

**McCALL CITY COUNCIL  
AGENDA BILL**

216 East Park Street  
McCall, Idaho 83638

**Number** AB 21-221  
**Meeting Date** August 27, 2021

**AGENDA ITEM INFORMATION**

<b>SUBJECT:</b>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>Joint Training and Work Session with McCall City Council, Valley County Commissioners and McCall Area Planning and Zoning Commission on McCall Area of Impact</i>		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development	MG	Originator
		Police Department		
		Public Works		
		Golf Course		
<b>COST IMPACT:</b>	n/a	Parks and Recreation		
<b>FUNDING SOURCE:</b>	n/a	Airport		
<b>TIMELINE:</b>	ASAP	Library		
		Information Systems		
		Grant Coordinator		

**SUMMARY STATEMENT:**

The purpose of this training and work session with the McCall City Council, Valley County Commissioners and McCall Area Planning and Zoning Commission is twofold. First, there will be training on how impact areas work and the purpose of these areas. The importance of long-range planning and the role of the McCall Area Comprehensive Plan will be reviewed. Administration of the same plans and codes and the joint Planning and Zoning Commission have made the McCall Area impact area a success. The Airport Manager will review recommendations for the Airport and surrounding land uses.

The second half of the meeting will be a facilitated discussion on various topics for the McCall Impact Area and provide the governing boards an opportunity dialogue on important planning topics such as housing and code enforcement. Elaine Clegg, from Idaho Smart Growth, will provide the training and facilitation.

**RECOMMENDED ACTION:**

Information only.

**RECORD OF COUNCIL ACTION**

<b>MEETING DATE</b>	<b>ACTION</b>

**McCALL CITY COUNCIL  
AGENDA BILL**

216 East Park Street  
McCall, Idaho 83638

**Number AB 21-222  
Meeting Date August 27, 2021**

**AGENDA ITEM INFORMATION**

<b>SUBJECT:</b>  <i>Airport Land Use Compatibility in Valley County</i>	<b>Department Approvals</b>	<b>Initials</b>	<b>Originator or Supporter</b>
	Mayor / Council		
	City Manager	ABS	
	Clerk		
	Treasurer		
	Community Development		
	Police Department		
	Public Works		
	Golf Course		
<b>COST IMPACT:</b>	Parks and Recreation		
<b>FUNDING SOURCE:</b>	Airport	RMS	Originator
	Library		
<b>TIMELINE:</b>	Information Systems		
	Grant Coordinator		

**SUMMARY STATEMENT:**

In the time that McCall Municipal Airport existed, the land immediately south of the airport (located in Valley County, outside of McCall city limits) has been open pastureland. This open land buffer allowed air traffic operations without incompatible land use such as homes, schools, and businesses. Now, with the McCall Ranch land sales, the 360° Ranch development, and individual houses (proposed and existing), concerns are that public safety will be compromised, and that undesirable living conditions will result in increasing numbers of property owner’s complaints.

The City of McCall desires to minimize incompatible land use in this area. To achieve this goal, the Airport has short-term and long-term recommendations for the Valley County Planning and Zoning Commission. The airport’s short-term recommendations, for all construction within 5,000 feet of the runway end are:

1. Require additional soundproofing in the new construction,
2. Require that written notice to homeowners about the airport’s existence, flight paths, and the possibility of noise generation,
3. Require a Form 7460-1 *Notice of Proposed Construction or Alteration* be submitted, and require compliance with the Federal Aviation Administration’s (FAA) mitigation recommendations, and
4. Require an Avigation Easement be negotiated with the City of McCall.

For the long term, McCall Municipal Airport requests that the Commission consider enacting zoning restrictions within Valley County in the area within 5,000 feet south of the Runway 34 end. The FAA has a recommended zoning template to assist local governments avoid incompatible land use near airports. Airport Staff will be available to assist writing zoning regulations for this area. We urge Valley County to be proactive concerning incompatible land use near the airport, increase safety and decrease noise complaints from future citizens.

Attached: Avigation Easement Template  
Definitions

**RECOMMENDED ACTION:** Information item only.

**RECORD OF COUNCIL ACTION**

<b>MEETING DATE</b>	<b>ACTION</b>

Recording Requested By and  
When Recorded Return to:

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

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For Recording Purposes Do  
Not Write Above This Line

**McCall MUNICIPAL AIRPORT**  
**SURFACE AND OVERHEAD AVIGATION EASEMENT**

This Easement is made \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ by and between the City of McCall, an Idaho municipal corporation (called "City" in the rest of this Easement) as Grantee, and \_\_\_\_\_, as Grantor, for and in consideration of the mutual promises, covenants, agreements and conditions in this Lease. This Lease consists of this "SURFACE AND OVERHEAD AVIGATION EASEMENT" together with the:

- A. Legal Description, Exhibit "A;"
- B. Drawing of the Subject Property, Exhibit "B;"

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors and assigns do hereby grant the following appurtenant rights and benefits to the CITY for the use and benefit of the public.

The unobstructed use and passage of all types of aircraft in and through the airspace at any height or altitude above the surface of the land.

The right of said aircraft to cause noise, vibrations, fumes, deposits of dust, fuel particles (incidental to the normal operation of aircraft); fear, interference with sleep or communication, and any other effects associated with the normal operation of aircraft taking off, landing, or operating in the vicinity of McCall Municipal Airport.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include jet, propeller-driven, sailplane/glider, lighter-than-air, civil, military or commercial aircraft; helicopters, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

In granting this easement, the Grantors agree to make no modifications to the following “accepted” existing structures lying within the bounds of the easement area of the Grantors’ property without approval of the City. (See attached Exhibit B map).

The Grantors agree that during the life of this easement, they will not construct, erect, suffer to permit or allow any structure or trees on the surface of the burdened property without approval of the City. The Grantors may not permit any places of public assembly or gatherings within the easement area. (Examples: churches, schools, day care facilities, hospitals, restaurants, stadiums, office buildings, etc.). The Grantors are permitted to continue to grow and harvest crops or graze livestock in the easement area

The Grantors agree to keep the easement area free of the following: structures (permanent or temporary) that might create glare or contain misleading lights; residences, fuel handling and storage facilities and smoke generating activities and creation of any means of electrical interference that could affect the movement of aircraft over the easement area.

Grantors agree to waive all damages and claims for damages caused or alleged to be caused by the Grantors violation of any aspect of this easement document. City has a perpetual right of ingress/egress in the easement area and the right to remove any new structure or vegetation that is not specifically mentioned above as “accepted.”





Grantors agree to waive all damages and claims for damages caused or alleged to be caused by the Grantors violation of any aspect of this easement document. The City has a perpetual right of ingress/egress in the easement area and the right to remove any new structure or vegetation that is not specifically mentioned above as “accepted.”

TO HAVE AND TO HOLD said easement and right of way, and all rights appertaining thereto unto the Grantee, its successors, and assigns, until McCall Municipal Airport shall be abandoned and shall cease to be used for public airport purposes. It is understood and agreed that all provisions herein shall run with the land and shall be binding upon the Grantors, their heirs, administrators, executors, successors and assigns until such time that the easement is extinguished.

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.

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

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

Grantor   
  
  


**GRANTEE SIGNATURES ARE ON PAGE \_\_\_ OF \_\_\_**

**GRANTOR(S) SIGNATURES ARE ON PAGE \_\_\_ OF \_\_\_**

**GRANTEE: 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 \_\_\_\_\_, 2021, 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

**GRANTOR:**

By: \_\_\_\_\_

(Name)

(Title)

STATE OF \_\_\_\_\_ )

: ss

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ known to me or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as .

(SEAL)

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



**Exhibit "A"**  
**Legal Description**

**Exhibit "B"**  
**Drawing of the Subject Property**

## DEFINITIONS

- *A/C 150/5190-4B, Airport Land Use Compatibility Planning* – A Federal Aviation Administration Advisory Circular that describes the major incompatible land uses that conflict with or are impacted by operations at local public-use airports. These include residential use within airport noise contours; airspace obstructions and hazards to safe navigation to and from the airport such as tall structures, light, glare, electronic/radio, smoke or other atmospheric interference emanating from nearby land uses; land uses that attract birds and other wildlife hazards to the airport and its immediate environs; and land uses with concentrations of people or property within airport runway protection zones. [https://www.faa.gov/documentLibrary/media/Advisory\\_Circular/draft-150-5190-4B.pdf](https://www.faa.gov/documentLibrary/media/Advisory_Circular/draft-150-5190-4B.pdf)
- Avigation Easement - Avigation easement is an easement or right of overflight in the airspace above or in the vicinity of a particular property. It also includes the right to create such noise or other effects as may result from the lawful operation of aircraft in such airspace and the right to remove any obstructions to such overflight. Hence, avigation easement permits aircraft approaching an airport to fly at low elevations above private property. This in effect prevents the landowner's near airports from building above a set height or requires the trimming of trees. An Avigation Easement also includes a Hold Harmless agreement.