



AMENDED - AGENDA
Regular Meeting
September 22, 2022 at 5:30 PM
Legion Hall – Below City Hall
216 East Park Street
McCall, ID
AND MS TEAMS Virtual

ANNOUNCEMENT:

Council Meetings are available for in person and virtual attendance. Any member of the public can join and listen only to the meeting at 5:30 pm by calling in as follows:

Dial 208-634-8900 when asked for the Conference ID enter: 844 442 742#

Or you may watch live by clicking this link: <https://youtu.be/NfF40cndoZg>

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. Special City Council Minutes – June 16, 2022 (ACTION ITEM)
2. Special City Council Minutes – July 20, 2022 (ACTION ITEM)
3. Regular City Council Minutes – July 28, 2022 (ACTION ITEM)
4. Special City Council Minutes – July 29, 2022 (ACTION ITEM)
5. Payroll Report for period ending September 2, 2022 (ACTION ITEM)
6. Warrant Register – GL (ACTION ITEM)
7. Warrant Register – Vendor (ACTION ITEM)
8. AB 22-250 City Licenses Report to Council Per McCall City Code (ACTION ITEM)
9. AB 22-258 Treasurers Monthly Report (ACTION ITEM)
10. AB 22-245 Request to Proclaim October 9-15, 2022 as Fire Prevention Week – “Fire Won’t Wait. Plan Your Escape.” (ACTION ITEM)
11. AB 22-246 Request to Proclaim October 2022 as Arts and Humanities Month (ACTION ITEM)
12. AB 22-252 Request Approval of the publication of the summary of Ordinance 1011 Adopting Title 3 and Title 4: Updates to Short-Term Rental (STRs) Regulations and Permitting (ACTION ITEM)
13. AB 22-257 Request to Enter into a Mutual Aid and Assistance Agreement for Idaho Intrastate Water/Wastewater Agency Response Network (IdWARN) (ACTION ITEM)

GENERAL PUBLIC COMMENT – HOW TO SUBMIT COMMENTS

Public comment will be accepted in writing prior to the meeting. To ensure that the Council receives all comments prior to the meeting, all comments must be submitted **prior to 3:00 pm on September 22, 2022**. There is a link to submit your written comment on the City’s website at <https://www.mccall.id.us/packets> If a member of the public would like to make comment during the live meeting online or to call-in, please sign up at www.mccall.id.us/packets **prior to 3:00 pm on September 22, 2022**. Once we receive your request to make public comment, a link will be sent to you with instructions. Members of the public are also welcomed to attend the meeting in person.

BUSINESS AGENDA

AB 22-254 Request to Approve an Ordinance, Updating McCall City Code Titles 4, 5 and 8 Related to Parking, Snow Removal Interference, and Snow Removal Services Regulations (ACTION ITEM)

AB 22-255 Request to Review Proposed Fees and Fines for Parking and Snow Storage Violation and Process Administration and Provide Direction to Staff (ACTION ITEM)

AB 22-248 Request to approve Resolution 22-30 adopting the 2022 McCall Historic Preservation Plan (ACTION ITEM)

AB 22-247 Request to approve a St. Luke’s Community Health Improvement Fund Grant application to purchase equipment for the City of McCall recreation programs (ACTION ITEM)

AB 22-249 Request to Approve Allocation of up to \$105,000 in FY22 Tourism Local Option Taxes (ACTION ITEM)

AB 22-256 Request to Approve AIA Document G802 Amending the Professional Services Agreement with Ratio Architects, LLC for the Library Expansion Project (ACTION ITEM)

AB 22-251 Request Approval of Landscapes Unlimited, LLC Contract to Relevel Existing Tees and Build New Forward Tees On Birch 9 (ACTION ITEM)

AB 22-253 Request for Approval of FP-22-01 – Big Horn Subdivision Final Plat Findings of Fact, Conclusions of Law, and Decision (ACTION ITEM)

Upcoming Meeting Schedule Discussion and Direction (ACTION ITEM)

EXECUTIVE SESSION (ACTION ITEM – ADDED REASONS ON 9/20/22)

- **Exempt Records** 74-206(d) To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code;
- **Litigation** 74-206 (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement

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.

MINUTES

**McCall City Council
Special Meeting
McCall City Hall -- Legion Hall
VIA TEAMS Virtual
June 16, 2022**

Call to Order and Roll Call
Business Agenda
Adjournment

CALL TO ORDER AND ROLL CALL

Mayor Giles called the Special meeting of the McCall City Council to order at 3:00 p.m. Mayor Giles, Council Member Maciaszek, Council Member Nielsen and Council Member Nelson and Council Member Thrower all answered roll call. were absent

City staff members present were Anette Spickard, City Manager; BessieJo Wagner, City Clerk; Emily Hart, Airport Manager; Vlatko Jovanov, Network Administrator.

BUSINESS AGENDA

AB 22-157 Request approval of the Federal Aviation Administration Grant Agreement for the reconstruction of the apron taxiway (phase II-construction) and sealing/crack repair of Runway 16/34 AIP 3-16-0023-033-2022

Airport Manager Emily Hart presented to Council. On June 14th the City was notified that the McCall Airport was awarded \$2,068,184 to reconstruct apron taxiway (phase II-construction); sealing/crack repair Runway 16/34. On June 15th Gary Gates, FAA, reached out to the City requesting that the City expedite the approval for this Grant Acceptance to ensure that it is signed prior to June 23rd.

Council had no questions from regarding AB 22-157 Request approval of the Federal Aviation Administration Grant Agreement for the reconstruction of the apron taxiway (phase II-construction) and sealing/crack repair of Runway 16/34 AIP 3-16-0023-033-2022.

Council Member Nielsen moved to approve Federal Aviation Administration Grant Agreement for the reconstruction of the apron taxiway (phase II-construction) and sealing/crack repair of Runway 16/34 AIP 3-16-0023-033-2022. Council Member Thrower seconded the motion. In a roll call vote Council Member Nielsen, Council Member Thrower, Mayor Giles, Council Member Nelson, and Council Member Maciaszek all voted aye, and the motion carried.

ADJOURNMENT

Without further business, Mayor Giles adjourned the meeting at 3:05 p.m.

ATTEST:

Robert S. Giles, Mayor

BessieJo Wagner, City Clerk

DRAFT

MINUTES

**McCall City Council
Special Meeting
McCall City Hall -- Legion Hall
VIA TEAMS Virtual
July 20, 2022**

Call to Order and Roll Call
Business Agenda
Adjournment

CALL TO ORDER AND ROLL CALL

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

City staff members present were Anette Spickard, City Manager; Bill Nichols, City Attorney; BessieJo Wagner, City Clerk; Erin Greaves, Communications Manager; Vlatko Jovanov, Network Administrator; Michelle Groenevelt, Community and Economic Development Director

BUSINESS AGENDA

Request to Approve the mayor to sign a letter to Idaho Department of Lands regarding Cougar Island

City Manager Anette Spickard presented to Council noting Council request to bring a letter back for consideration in relation to the Cougar Island auction.

Council Member Maciaszek agreed with the letter as written. Council Member Nelsen asked if it is necessary to address what might happen with the land use of Cougar Island, but the letter is also great as is. Council Member Thrower agreed with the concern of what could happen with land use issues on Cougar Island and questioned if the Sewer District boundary includes Cougar Island. Michelle Groenevelt, Community and Economic Development Director noted that the Sewer District boundary does not include the lake; however, Manager Spickard noted the Sewer District's ability to annex property.

Council Member Thrower noted some grammatical changes to the letter. Council Member Nielsen echoed the concern of noting what happens with the land use of Cougar Island once the auction is complete and the urgency to maintain public access for both Cougar Island and other endowment lands. Council Member Thrower urged focus on Cougar Island as it is the current priority for endowment lands.

Council Member Nielsen asked to request Idaho Department of Lands to make clear in their advertisement what the land use and regulations would be once the auction is complete. Attorney

Nichols noted the unlikeliness of the Land Board advertising any land use or regulations for the auction and it is more likely they will not be providing any information and it is the buyer's responsibility to research additional items. Additionally, Council Member Nielsen asked to invite the Land Board to meet with the City and County in a separate letter. Council discussed the current zoning regulations and Land Board use of Cougar Island. Mayor Giles agrees with the letter and the legal advice from the city attorney.

Council Member Nelson approve the mayor to sign a letter to Idaho Department of Lands regarding Cougar Island with changes provided to staff by Council. Council Member Maciaszek seconded the motion. In a roll call vote, Council Member Nelson, Council Member Maciaszek, Mayor Giles, Council Member Nielsen, and Council Member Thrower all voted aye, and the motion carried.

Request to Approve the mayor to sign a letter to Valley County Board of Commissioners regarding Cougar Island

City Manager Anette Spickard presented to Council noting Council request to bring a letter back to Council for consideration in relation to the Cougar Island auction.

Council had no questions regarding the letter to Valley County Board of Commissioners regarding Cougar Island.

Council Member Nielsen approve the mayor to sign a letter to Valley County Board of Commissioners regarding Cougar Island Council Member Thrower seconded the motion. In a roll call vote, Council Member Nielsen, Council Member Thrower, Mayor Giles, Council Member Nelson and Council Member Maciaszek all voted aye, and the motion carried.

ADJOURNMENT

Without further business, Mayor Giles adjourned the meeting at 6:07 p.m.

ATTEST:

Robert S. Giles, Mayor

BessieJo Wagner, City Clerk

MINUTES

**McCall City Council
Regular Meeting
McCall City Hall -- Legion Hall
VIA TEAMS Virtual
July 28, 2022**

Call to Order and Roll Call
Pledge of Allegiance
Approve the Agenda
Consent Agenda
Public Comment
Reports
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 Maciaszek, Council Member Nelson, and Council Member Nielsen, all answered roll call. Council Member Thrower is absent.

City staff members present were Anette Spickard, City Manager; Bill Nichols, City Attorney; Sarah Porter, Deputy Clerk; Erin Greaves, Communications Manager; Linda Stokes, City Treasurer; Brian Parker, City Planner; Eric McCormick, Golf Course Superintendent; Dallas Palmer, Police Chief; Jovanov, Network Administrator; Emily Hart, Airport Manager.

Also, in attendance were Sasha Childs, Development Project Manager Cornerstone Building & Design; Keith Larson, Bowen Collins and Associates; Louisa Winslow, Bowen Collins and Associates; Grae Harper, Clear Water Solutions;

Mayor Giles led the audience in the Pledge of Allegiance.

APPROVE THE AGENDA

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

CONSENT AGENDA

Staff recommended approval of the following ACTION ITEMS. All matters which are listed within the consent section of the agenda have been distributed to each member of the McCall City

Council for reading and study. Items listed are considered routine by the Council and were enacted with one motion.

1. Payroll Report for period ending June 24, 2022
2. Payroll Report for period ending July 8, 2022
3. Warrant Register – GL
4. Warrant Register – Vendor

5. **AB 22-192 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. Staff has updated the report to separate out short-term rentals (STR) and to show the number of Declaration of Compliance (DOC) documents received. Staff receives more DOCs than business licenses for STRs because the property management companies are taking on additional STR units. Staff are hoped this report tells a more complete story. *Action: Council to review the License report.*

6. **AB 22-193 Treasurer’s Report as Required by IC 50-208**

Treasurer’s report of accounts and activity of office during the month of June 2022 regarding care, management or disposition of moneys, property or business of the City. *Action: The Council shall examine the report and determine whether additional information from the Treasurer is required.*

7. **AB 22-195 Request to Approve McCall Youth Football Club and Parks & Recreation Memorandum Of Understanding (MOU)**

McCall Youth Football Club (MYFC) is a youth sports organization that replaced the Optimist Football Program and offers full-contact football coaching and games for local youth. The club has non-profit status and needs program registration assistance. The MYFC approached the City of McCall Parks and Recreation Department about partnering with the club to help advertise, collect program registrations and monies. The program was a success for the past 4 years, and McCall Youth Football Club would like to partner again for the 2022 fall season. The Parks and Recreation Department utilizes Team Sideline for their program registration, advertising, and participant database software. The MYFC has set the program registration fee and will be responsible for purchasing and maintaining safe equipment for the football program and provide their own liability insurance. The Parks and Recreation Department will advertise for the program, collect registration fees and disperse funds to the MYFC. The department will collect 10% of the total registration fees to cover our expenses. McCall Recreation Youth Scholarships will not be used for the football program. Those needing financial assistance for the program can contact the football club directly to request support. *Action: Approve the MOU with the McCall Youth Football Club and approve the mayor to sign all necessary documents.*

8. **AB 22-200 Request the Reallocation of LOT funds for Golf FY19 Rebuild of 6 Aspen green to the Rebuild of Clubhouse ramp/stairs to meet ADA compliance**

In 2019 the Golf Department was awarded \$12,500 in LOT funds to match the same from the McCall Men's Golf Association (MMGA) for the rebuild of the 6 Aspen Green. At that same time the Golf Course Advisory Committee recommended to Council that the golf course do a master plan to inform capital projects on the course. The MMGA reallocated their matching funds from the 6 Aspen project to help the city pay for the master plan instead. The adopted master plan set a schedule of projects by priority based on safety, etc. Meanwhile the clubhouse stairs/ramp have substantially deteriorated, and it is a higher priority to upgrade the failing ramp/stairs to a safe condition that also meets ADA compliance than it is to rebuild the 6 Aspen green. Therefore, staff requests that Council reallocate the FY19 LOT award from the 6 Aspen project and authorize staff to use those funds on the rebuild of the ramp/stairs to the clubhouse. *Action: Reallocate FY19 Golf LOT funds of \$12,500 toward the rebuild of the Clubhouse Ramp to meet ADA compliance.*

Council Member Maciaszek moved to approve the Consent Agenda with the removal of Council Minutes. Council Member Nelson seconded the motion. In a roll call vote Council Member Maciaszek, Council Member Nielsen, Mayor Giles, and Council Member Nelson all voted aye, and the motion carried.

PUBLIC COMMENT

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

3 written comments received and included with the minutes as Attachment 1.

Patricia Young, 793 Chad Loop, In person

Ms. Young addressed the Council with concerns about a neighbor previously mentioned at the July 14 City Council Meeting. The neighbor to the northwest of Ms. Young is an asphalt plant. Specific concerns include industrial noise, odor and the backup alarms of the trucks. Ms. Young is aware that the plant is in the impact area and is under the impression that City of McCall Ordinances apply to the impact area. City Manager Anette Spickard noted that Ms. Young is welcome to make an appointment to discuss the issue further.

Hearing no comments, Mayor Giles closed the comment period at 5:38p.m.

REPORTS

AB 22-194 Covid-19 Update

Dallas Palmer, Police Chief presented to Council. The intention of this agenda item is to keep the Council up to date with information related to the Covid-19 Pandemic. Staff has provided an oral update at each Council meeting since the start of the pandemic. At their March 10, 2022 meeting the Council requested that the report be submitted in writing with the option to ask questions or make comments as necessary during this agenda topic.

Council Member Nelson commented the right precautions are being taken but it is not the time to get complacent with the smaller number of cases being reported.

AB 22-199 McCall Area Planning and Zoning Commission Annual Report to City Council

Robert Lyons, Chair, presented the McCall Area Planning and Zoning (P&Z) Commission annual report to City Council. The mission of the P&Z Commission is to make recommendations to the City Council and to the County Commissioners respecting comprehensive planning, zoning, and subdivision regulations. The P&Z Commission also applies the same to the individual proposals brought to the Commission for approval or for recommendation to Council, and, when applicable, the County Commissioners. This Commission acts in this statutory capacity as Planning and Zoning Commission under Idaho Code with respect to zoning and planning in the City proper and the McCall Impact Area. The P&Z Commission consists of seven members appointed by City Council and the County Commissioners for three-year terms, which are renewable. Meetings are ordinarily held on the first Tuesday of each month at 4:30 PM in the Legion Hall below City Hall. Members are appointed by the Mayor with confirmation by the Council.

Highlights of the report included five new commissioners within the past year, training sessions and joint meetings, ninety-seven applications have gone through Planning and Zoning, and twenty-two pre application items. Also noted were issues with the Sewer District slowing down some applications due to capacity and infrastructure upgrade needs. Additionally, Mr. Lyons complimented city staff.

Mayor Giles asked how the workload compares this year to previous years. Mr. Lyons noted some additional workload as some applications bring in more public comment than others but the past two or three years have been steady. Council Member Maciaszek thanked Mr. Lyons for the report and work put in by the Planning and Zoning Commission. Council Member Nelson additionally thanked Mr. Lyons for serving on the Commission and made additional comments regarding the working relationship with the Sewer District. Mr. Lyons noted an improved relationship with the Sewer District with a change in management and the completion of the Sewer District Master Plan. Additional discussion between Council and Mr. Lyons regarding city growth and application amounts was had.

BUSINESS AGENDA

AB 22-202 2022 Water Rate Study: Revised Rate Structure Recommendation and Direction to Staff

Public Works Director Nathan Stewart & Consultants presented to Council. On July 7, 2022, Bowen Collins and Associates (BCA), with support from Public Works and Water staff presented their findings from the 2022 water rate study update. The study updated the City's rate model using FY18-22 actual revenue and expenses, and incorporated FY23 budgetary values and 10–20-year future capital project cost data. The initial recommendation by BCA was to take a onetime 5% increase for FY23 followed by annual 3% increases for FY24 and beyond to maintain sufficient revenues to fund expenses and account for inflation. No changes to the City's block rate structure were recommended, but the project team sought Council input.

City Council responded by requesting that the project team further evaluate ways to emphasize water conservation including:

- Adding a 4th block for higher water users (well over 25,000 gallons per month)
- Increasing the percent of total annual revenues from usage rates and decreasing the percent of total annual revenues from the base rate.

BCA and City staff have updated the rate model to incorporate requests by Council. BCA will advise on how the revised rate structure recommendation will impact forthcoming bonding values to address near term capital improvements. Keith Larsen & Louisa Winslow from BCA presented to Council. Highlights of the presentation included the purpose of the water rate study, recommended changes and review of two alternative options for water rates requested by Council.

Mayor Giles complimented the consultants on the responsiveness to the request of Council from the last work session. Council Member Nielsen asked why 40 thousand gallons and not 35 thousand gallons. Mr. Larsen noted that 35 thousand would show more use in Block 4 than block 3 and typical industry practice is to have usage fall off by block. Council Member Nelson asked what possible unintended consequences could come with the recommended changes. For example, impact on businesses and citizens on fixed incomes. Mr. Larson noted the research that went into viewing commercial vs. residential and there did not appear that commercial users were drifting into Block 4, mainly residential users are the type of users moving up a block. Director Stewart additionally commented on conversations with local businesses and hotels noting no concerns mentioned by commercial users. Additionally, US bank and other business landscapes have been updated to drip systems and climate specific irrigation.

Mayor Giles reiterated previous points made regarding uses and asked what the affect would be on capital improvement projects for water infrastructure with the recommended changes. Grae Harper of Clear Water Solutions noted the need for more specific data to make predictions about delaying any capital improvement projects, some projects need to be completed regardless of water usage. Council Member Nelson expressed the higher block and water rate not reducing water usage for high end water users. Council Member Nielsen noted that he would still prefer adding Block 4 at 35 thousand instead of 40 thousand.

Mayor Giles asked Director Stewart what the decision timeline is for the water rate changes. Director Stewart noted sooner rather than later and in three years another rate study will be coming back to Council, the main thing to keep in mind is keeping the rates fair and equitable. Policy changes to target high end users must be justified. Mr. Larsen commented on the question at hand being whether to affect more people slightly less or slightly less people affected more. Fair cost of service is always the goal. Council Member Nelson would like to see high-end users affected more. Council Member Nielsen has a goal to conserve water, all options in front of Council address fiscal goals for revenue. Council Member Maciaszek expressed that a greater amount of attention should be to those who live in McCall by keeping the rates down for smaller users. Additionally, Council Member Maciaszek is encouraged to move forward with Option B as it stands. Mayor Giles is in favor of the 35 thousand gallons at Bock 4 but 40,000 as presented is a good option as well. Council Member Nielsen asked if Block 4 is changed to 35 thousand gallons what is the time frame to go through approvals? Director Stewart noted the volume rate increases will change but a 5% and 3% overall increase will remain the same.

Ms. Winslow gave an additional overview of the difference between Option A and Option B with the changes to Block 4 from 40 thousand to 35 thousand gallons. Mr. Larsen noted that the major impact would be to high end users, but water is still a fairly inelastic commodity. Council Member Nelson is in favor of Option B or C decreasing Block 4 to 35 thousand.

Director Stewart asked Attorney Nichols for clarification on what information is needed for the public notice for the public hearing. Attorney Nichols clarified the transparency of posted all rates together. Council Member Nielsen noted the presentation being thorough and rates will most likely still be around \$80 dollars for average residential use. Additionally Council Member Nielsen is comfortable moving forward with Option B. Mayor Giles summarized the direction given to staff to move forward with Option B and thanked staff and consultants for the hard work put into the presentation.

AB 22-197 Approval of Findings of Fact, Conclusions of Law, and Decision regarding the Appeal of McCall Area Planning & Zoning Commission Decision on DR-22-10, located at 607 Lick Creek Road

City Planner Brian Parker presented to Council. During the July 14, 2022, McCall City Council meeting, the Council voted to uphold the McCall Area's Planning and Zoning Commission's decision to approve DR-22-10 for an alternative parking plan to allow for the expansion of a nonconforming structure located at 607 Lick Creek Road.

Council Member Nielsen noted ex parte communication. Attorney Nichols gave detail into the ex parte communication and noted the communication is not part of the records because the communication was after the decision was made by council at the public hearing and the hearing was already closed. Council Member Nielsen is allowed to vote to adopt the findings.

Council had no questions for staff regarding AB 22-197 Approval of Findings of Fact, Conclusion of Law, and Decision regarding the Appeal of McCall Area Planning & Zoning Commission Decision on DR-22-10 located at 607 Lick Creek Road. Council Member Nelson noted future planning is needed for Davis Beach. Attorney Nichols suggested Council address area specific issues by directing staff to review the specific issues in the future.

Council Member Nelson moved to adopt the Findings of Fact, Conclusions of Law, and Decision for the Appeal of DR-22-10. Council Member Nielsen seconded the motion. In a roll call vote Council Member Nelson voted yes, Council Member Nielsen voted no, Mayor Giles voted yes, and Council Member Maciaszek abstained; and the motion failed.

AB 22-196 Request for Approval of FP-22-01 – Big Horn Subdivision Final Plat

City Planner Brian Parker presented to Council. A Subdivision Final Plat application for the creation of 12 residential lots on a parcel 2.82 acres in size on the west side of a small private section of Verita Road, directly west of Broken Ridge Commons and north of West Valley Road. During its regularly scheduled July 12, 2022, meeting, the McCall Area Planning and Zoning Commission unanimously recommended the application to the McCall City Council for approval.

Council Member Nelson noted the CC&Rs including deed restricted units and prohibiting running a business out of your home raising the question if a short-term rental would be prohibited under the business regulations of the CC&Rs. Council Member Maciaszek reminded Council Member

Nelson that short term rentals cannot be considered commercial use under Idaho code. Sasha Childs, Developer, explained the density of the project and why no code alleviations were sought for the development and how the Sewer District has affected the decision making process to not add any accessory dwelling units for long term rentals or local workforce.

Council Member Maciaszek moved to approve the FP-22-01 – Big Horn Subdivision and authorize the Mayor to sign all necessary documents. Council Member Nelson seconded the motion. In a roll call vote Council Member Maciaszek, Council Member Nelson, and Mayor Giles, all voted aye. Council Member Nielsen voted no, and the motion carried.

AB 22-198 Request to Approve the Option to Purchase Agreement associated with DR-22-14 –Krahn Lane Extension

City Planner Brian Parker and Airport Manager Emily Hart presented to Council. The Airport Master Plan and Airport Layout Plan calls for an extension of Krahn Lane from the existing terminus at the intersection with Highway 55 to the west to facilitate access to a general aviation terminal. The property containing the southern portion of this future right-of-way was entitled for the construction of an arts studio on the site (DR-22-14) at the June 7, 2022 McCall Area Planning & Zoning Commission Meeting. The applicant has agreed to enter into an Option to Purchase agreement with the City for the future right-of-way acquisition. The acquisition of the Krahn Lane Extension right-of-way is included as item 2-8 in the Master Schedule included in the Airport Master Plan, currently scheduled for the 2028 Fiscal Year. The recordation of the Option to Purchase Agreement is required to be completed prior to the issuance of a building permit. The City Attorney has reviewed the subject agreement.

Council had no questions regarding the Option to Purchase Agreement associated with DR-22-14 Krahn Lane Extension.

Council Member m moved to Approve the Option to Purchase Agreement associated with DR-22-14 and authorize the Mayor to sign all necessary documents. Council Member Nielsen seconded the motion. In a roll call vote Council Member Maciaszek, Council Member Nielsen, Mayor Giles, Council Member Nelson all voted aye, and the motion carried.

AB 22-201 Request to Approve a Temporary License Agreement between the City and Chubby Squirrel, LLC

Public Works Director Nathan Stewart presented to Council. As part of the Design Review land use application approval (DR-22-34) that allows Builder's First Source to construct a materials storage facility at 209 S. 3rd (owned by Chubby Squirrel, LLC), a landscaping buffer was required to be constructed along the 3rd Street frontage between the storage yard fence and the existing City owned/maintained separated pathway. However, because the City and ITD are anticipating construction of a northbound east turn lane, installation of this landscaping has been allowed to be delayed.

Additionally, because the City's Parks Department has already been maintaining existing landscaping adjacent to the pathway across both the 3rd Street frontage of Builders First Source and 209 S. 3rd, the City and Chubby Squirrel have established this temporary license agreement that stipulates the responsibilities of the two entities. Principally, this agreement establishes that

Chubby Squirrel (in partnership with Builders First Source) will construct the landscaping buffer (as required by the DR approval), at such time that the turn lane construction has been completed. Once installed the City's Parks Department will continue to maintain the new landscaping in similar fashion as well as being allowed to store pathway snow within the license agreement area. This agreement has been prepared and approved in coordination with legal counsel from both Chubby Squirrel and the City.

Council had no questions regarding the Temporary License Agreement between the City and Chubby Squirrel LLC.

Council Member Maciaszek moved to approve the temporary license agreement between the City and Chubby Squirrel, LLC, and authorize the mayor to sign all necessary documents. Council Member Nelson seconded the motion. In a roll call vote Council Member Maciaszek, Council Member Nelson, Mayor Giles, Council Member Nielsen all voted aye, and the motion carried.

AB 22-205 Request to Approve Ziple Fiber Project #5515168: Aerial to Underground Relocation on Deinhard Ln, McCall

Public Works Director Nathan Stewart presented to Council. The City is working with multiple utility companies to convert existing overhead utilities to underground within the project area for the City and ITD's Deinhard Lane reconstruction project (programmed for construction in 2023). This agenda bill addresses Ziple Fiber's Project #5515168 which specifically outlines the work and associated costs for them to convert their overhead utilities to underground.

For these projects, the City pays the difference in the cost of undergrounding the facilities vs the cost of relocating them overhead to prevent conflict with the proposed roadway project. For Ziple Fiber the cost of relocating the facilities overhead was \$17,415, whereas the cost of converting to underground is \$103,388.57; therefore, the City is responsible for paying the difference of \$85,973.57.

Council had no questions regarding the Ziple Fiber Project #5515168: Aerial to Underground Relocation on Deinhard Ln.

Council Member Nelson moved to Approve Ziple Fiber Project #5515168 Aerial to Underground Relocation on Deinhard Ln and authorize the mayor to sign all necessary documents. Council Member Nielsen seconded the motion. In a roll call vote Council Member Nelson, Council Member Nielsen, Mayor Giles, Council Member Maciaszek all voted aye, and the motion carried.

AB 22-204 Request approval of Contingent Revenue / Contingent Expense Transfer within Airport Fund and Accept Granite Excavation, Inc.'s Airport Sewer Line Extension Estimate

Emily Hart Airport Manager presented to Council. At the October 21, 2021 Council meeting, Council approved the project to extend the sewer line across Taxiway A with a cost estimate of \$52,000. The original quote was received from Knife River, but Knife River can no longer do the project. The only contractor able to do the job is Granite Excavation. In order to proceed with the project staff requests Council approve use of Airport Fund contingency of \$47,188. The balance

of the project is funded through federal grants already received plus a small amount of Airport Fund operation budget. The extension is required to facilitate hangar development in the infield, which at build-out will generate at least \$50,000 in hangar lease fees per year.

The Airport Manager worked with the Treasurer to properly identify and direct funding for this project.

Council had no questions regarding the Contingent Revenue/Contingent Expense Transfer within the Airport Fund and Granite Excavation, Inc's Airport Sewer Line Extension Estimate.

Council Member Nelson moved to approve transfer of \$47,188 from Airport Fund contingent revenue and expense to operations/capital; and accept Granite Excavation, Inc.'s Airport Sewer Line Extension Estimate. Council Member Maciaszek seconded the motion. In a roll call vote Council Member Nelson, Council Member Maciaszek, Mayor Giles, Council Member Nielsen all voted aye, and the motion carried.

AB 22-206 Request approval of an avigation easement with GFL Holdings, LLC

Airport Manager Emily Hart presented to Council. Valley County Planning and Zoning issued C.U.P. No. 21-15 for 360° Ranch Subdivision on Aug. 24, 2021, which requires the following: "Shall record and reference in the notes on the face of the final plat an Airport Overlay Agreement that includes the following: Avigation Easement negotiated by the developer of the subdivision with the City of McCall that will apply to all future landowners with restrictions that do not go beyond the example from Boise, included in the record. This easement should detail height limitations on specific lots, along with the building envelopes, and be included in the CCR's. Lot owners should be directed to the easement with building permits."

This avigation easement protects the City of McCall and the McCall Municipal Airport from liability related to non-aeronautical use housing development in the runway approach path/Inner Critical Zone. Two fatal single pilot airplane crashes have occurred in the 360° Ranch Subdivision location in the last twenty years.

Council had no questions regarding the avigation easement with GFL Holdings, LLC.

Council Member Nelson moved to Approve the avigation easement with additional language as referenced by the airport manager with GFL Holdings, LLC and authorize the Mayor to sign all necessary documents. Council Member Nielsen seconded the motion. In a roll call vote Council Member Nelson, Council Member Nielsen, Mayor Giles, and Council Member Maciaszek all voted aye, and the motion carried.

AB 22-203 Request to Approve Forgiveness of Golf Fund Loan Debt to the General Fund in the Amount of \$85,000

City Manager Anette Spickard and City Treasurer Linda Stokes presented to Council. In 2003 the Council loaned the Golf Fund \$60,000 from the General Fund for purchase of greens covers to stop damage to greens over winter. In 2004 the Council loaned the Golf Fund \$25,000 from the General Fund for course expenditures identified as necessary by a special "Golf Action Team" that reported to the Council and City Manager. The City's financial statements have carried both debts

as a liability on the Golf Fund's balance sheet and a receivable on the General Fund's balance sheet ever since. The Golf Fund is in a positive financial position and can now afford to repay the loans to the General Fund. The Golf Advisory Committee has requested the Council forgive the loan debt. The letter references \$80,000 but their intent was to ask forgiveness of the entire amount which is \$85,000.

At the July 1, 2022, budget workshop, the Council discussed the Golf budget and the City Manager's proposal to bring the Pro Shop services in house along with a financial plan designed to implement the Golf Course master plan. Council expressed an interest in forgiving this loan debt as part of the transition to the new structure and financial plan.

Mayor Giles asked if taking the steps to forgive the Golf Fund Loan Debt would allow the Golf Course to move forward with funding capital improvement projects. Manager Spickard affirmed forgiving the loan would help fund capital improvement projects at the Golf Course.

Council Member Nelson moved to Approve forgiveness of Golf Fund debt to the General Fund in the amount of \$85,000. Council Member Maciaszek seconded the motion. In a roll call vote Council Member Nelson, Council Member Maciaszek, and Mayor Giles, Council Member Nielsen all voted aye, and the motion carried.

Upcoming Meetings Schedule Discussion

Council discussed upcoming meetings.

ADJOURNMENT

Without further business, Mayor Giles adjourned the meeting at 7:44p.m.

ATTEST:

Robert S. Giles, Mayor

BessieJo Wagner, City Clerk

1 7/25/22 13:53:43 Rhonda McKenzie, President of Mile High Estates POA 1580
Mile High Drive McCallID 83638 "I am writing, on behalf of the property owners in
Mile High Estates Subdivision, to ask that the City revisit the following items:

- 1) The no-compression brake issue, as the trucks that go by here, at 4:00 a.m., are clearly NOT following the sign that states NO compression brakes; and,
- 2) Looking at reducing the speed limit along highway 55, from Kings Pines to the 45 mph limit sign going south, before you get to Pueblo Lindo. We have asked the State to look at this issue, and they have stated that it is a City of McCall issue, not state. Therefore, many safety issues would be either eliminated and/or reduced/increased, depending on various situations. The fact that Mile High Drive enters the highway at the top of a blind hill, increases the chance of a fatality on that road. Most people are exceeding the 55 mph speed limit coming into town and when turning out of Mile High Drive and the road out of Forest Trails Subdivision, sometimes we are just hoping and praying that nobody is flying over the hill as we exit, going considerably less than 55 mph, obviously, We are requesting that the 55 mph speed limit not start until after the Little Ski Hill, which is another dangerous entrance/exit spot off the highway. We understand that the Little Ski Hill is in Adams County, so some coordination with Adams County will be necessary from the City of McCall; and,
- 3) Google Maps and/or GPS directions to White Bark Subdivision and other addresses down Old Meadows Road, have the drivers using Mile High Drive to access those addresses, instead of directing them to use Warren Wagon Road. As you know, Old Meadows Road is NOT an improved road; thus, the many, many long trailers, semis (with trusses), RV campers and a multitude of drivers use the road and TRY to use the road, long after it becomes impassable. Owners are continually having to help people get unstuck, turn around, etc. in order to go back to the highway and use Warren Wagon for access. We have contacted Google, but apparently, again, it is a City issue. We have contacted and left a message for Michelle G. to return our call, regarding this matter, to no avail. Again, we would like to see this matter handled, however it needs to be handled. If the County has to be involved, then we ill assume that you will take care of it, since it is definitely a City problem.

We look forward to hearing back from the City Council concerning these matters, and would be open to having these issues put on the City's Agenda in the near future, if it is so warranted. Otherwise, we would expect a response, in writing, concerning these issues we have raised, for future reference. I have noted my phone number, should someone wish to call me concerning these issues.

Thank you,
Rhonda McKenzie
President
MHPOA
208-634-9605"

July 23, 2022

RECEIVED

JUL 25 2022

To The Valley County Sheriff/Waterways,
The Waterways Committee,
The Valley County Commissioners,
The Ponderosa Park Director,

The City of McCall, ~~and~~ ^{and} any ^{one} all concerned about the
Quality of Payette Lake & the waters of Valley County;

The disrespect of our lake is out of control.
The amount of noise, the speed and the disregard of boats
300' feet from shore only begin to later concerns that need
to be addressed. It's like being on Hwy 55 on the lakes.
Except - no sign or way to get enforcement.

This weekend brought multiple jet skis, wakeboats AND
Payette Cruise Lines all close enough to the swimming area
of Ponderosa Park to throw a cantelope at.

Last year I tried to address this. Nothing done. Not a thing.
This year I wrote ^{to} then spoke with the new owner of the
Payette Cruiser - while he seemed to understand he had NO
IDEA there were regulations! Running a business on Payette
Lake - really? The rental companies all claim to give a talk
? have waivers signed...

The Cruise boat came CLOSER to the swim lines & then
HONKED! I refuse to be the victim to some tourist
look v. see tour - like an animal in the zoo!
Something has to be done to reclaim respect,
Lynn Lewinski
McCall

From: [Erin Greaves](#)
To: [Sarah Porter](#); [BessieJo Wagner](#)
Cc: [Kurt Wolf](#)
Subject: FW: Report a Compliment or Service Concern - New Form Submission for McCall Idaho
Date: Monday, July 25, 2022 8:51:04 AM

Kurt just looping you into the concern. Sarah, please add to this week's record.
E

From: no-reply@services.evo.cloud <no-reply@services.evo.cloud>
Sent: Friday, July 22, 2022 2:54 PM
To: Erin Greaves <egreaves@mccall.id.us>
Subject: Report a Compliment or Service Concern - New Form Submission for McCall Idaho

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

A new submission has been received for Report a Compliment or Service Concern at 07/22/2022 2:53 PM

First Name: John
Last Name: Warden
Email Address: jw73vw@gmail.com
Phone: (918) 527-6585
Address: 130 Mather Road
City: McCall
State/Province: ID
Zip Code: 83638

Describe Your Concern: To: The City Council, We are writing to express our concern regarding the traffic/pedestrian situation on Wooley Avenue. Daily, we see bike riders, skateboarders, people pushing strollers, and those walking as they try to navigate along the bike path that ends at the boardwalk at Divot Lane and continues where Wooley meets up to the bike path at Davis. We are worried that someone will get hurt as they are passed by the speeding traffic - both cars and construction trucks. We believe the City of McCall has a responsibility to the public to provide a safe "CONTINUOUS" bike/walking route. When people start their way along our bike path in town they assume that it will be safe. By not connecting the two sections the City is putting people at risk of injury by the traffic. We want to encourage the City to expedite the construction of the remaining section of the bike path.
Sincerely, Dr.John C Warden Ms. Dianne Warden McCall

MINUTES

**McCall City Council
Special Meeting
McCall City Hall -- Legion Hall
VIA TEAMS Virtual
July 29, 2022**

Call to Order and Roll Call
Work Session
Adjournment

CALL TO ORDER AND ROLL CALL

Mayor Giles called the Special meeting of the McCall City Council to order at 9:00a.m. Mayor Giles, Council Member Maciaszek, Council Member Nelson, Council Member Nielsen, and Council Member Thrower were present.

City staff members present were Anette Spickard, City Manager; Sarah Porter, Deputy Clerk; Erin Greaves, Communications Manager; Linda Stokes, City Treasurer; Eric McCormick, Golf Course Superintendent; Traci Malvich, Human Resources Manager; Vlatko Jovanov, Network Administrator; Michelle Groenevelt, CED; Meg Lojek, Library Director.

WORK SESSION

City Treasurer Linda Stokes City Manager Anette Spickard presented to Council giving an overview of previous sessions with Council regarding the FY23 budget.

1. Property Tax Allocation – Request direction
 - a. Request direction on New Construction (90% of value) – \$104,213
 - b. Request direction on 3% Increase – \$207,784
 - c. Request direction on Foregone Amount – \$522,363
 - i. Eligible to take up to \$72,382 for O & M (can add to tax base)
2. Review of Draft Capital Improvement Projects (CIP)
 - a. City Manager Recommendation, CIP discussion and feedback continued
 - b. Water Treatment and Distribution CIP discussion and feedback
3. Review the Draft FY23 Operation & Maintenance budget worksheet
4. Personnel Costs - Review and Request Direction
5. City Council Deliberation
 - a. Provide guidance and/or feedback to staff
 - b. Set Tentative Budget at 52,166,327
6. FY23 Budget Next Steps
 - a. FY23 Budget Public Hearing on August 25, 5:30PM
 - b. FY23 Foregone Public Hearing on August 25, 5:30PM
 - c. FY23 Budget Adoption on August 25, 5:30PM

Council asked clarification questions regarding taxes and forgone amount. Treasurer Stokes and Manager Spickard gave a detailed explanation of the numbers included in Property Tax Allocation. Council Member Nelson noted the City appears to be more supported by federal funds. Treasurer Stokes noted most of federal fund's flow through local programs for disbursement and in general state funded grant programs are pass through programs disbursing federal dollars. Mayor Giles noted the airport is mainly funded by the FAA. Additional conversation around how successful the City of McCall is when it comes to grant funding.

Council Member Nielsen asked for clarification on the paving project at City Hall and the Library in FY23. Would the paving be done after the Library is constructed. Manager Spickard noted the paving would be started when the library is completed, the funds are rolled forward and ear marked for the paving project until the library is complete. Council Member Nielsen additionally asked about city vehicle rotation and when the city plans to actively pursue electric fleet vehicles. Manager Spickard noted electric vehicles are a goal and staff is working on a climate strategy. Council had additional discussion on future electric vehicle projects and goals.

Council Member Nielsen expressed grievances regarding the downtown core phase 3A noting the new Urban Renewal boundary that will provide funding and streets local option tax can go a long way in other areas of the city right of ways. Mayor Giles noted the expectation set by the Council to the public to finish the downtown core.

Council commended city staff for the hard work put in on multiple projects and bringing Council thoroughly researched information to make informed decisions for the community. Director Groenevelt reviewed the funds allocated for local housing in the FY23 budget. Council had additional discussion around local housing.

Council Member Nelson moved to set the maximum tentative budget for the City of McCall to be \$52,166,327 for FY23. Council Member Maciaszek seconded the motion. In a roll call Council Member Nelson, Council Member Maciaszek, Mayor Giles, Council Member Nielsen, Council Member Thrower vote all voted aye, and the motion carried.

ADJOURNMENT

Without further business, Mayor Giles adjourned the meeting at 10:36a.m.

ATTEST:

Robert S. Giles, Mayor

BessieJo Wagner, City Clerk

Report Criteria:

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

Title	Hours Beg Bal	Hours Accrued	Hours Used	Hours Remain
9-02				
Total Airport:	3.73	.00	.00	3.73
Total City Clerk:	13.57	3.75	.00	17.32
Total City Manager:	27.07	.00	5.25	21.82
Total Community Development:	111.38	19.88	6.50	124.76
Total Finance:	7.41	.75	.00	8.16
Total Golf Course Maint:	86.19	15.75	.00	101.94
Total Info systems:	11.50	3.00	.00	14.50
Total Library:	.00	.00	.00	.00
Total Local Option Tax:	.00	.00	.00	.00
Total Parks:	84.90	16.13	2.00	99.03
Total Police:	224.26	9.38	.00	233.64
Total PW/Streets:	18.79	16.50	.00	35.29
Total Recreation Programs:	98.26	.00	38.00	60.26
Total Water Distribution:	164.09	5.25	24.00	145.34
Total Water Treatment:	41.39	.00	.00	41.39

Emp No	Name	Total Gross Amount	2-00 Overtime Emp Amt	10-00 Overtime-G Emp Amt	
	Total Airport:				
		2	4,642.47	.00	.00
	Total City Clerk:				
		3	6,613.72	.00	.00
	Total City Manager:				
		4	13,445.67	.00	.00
	Total Community Development:				
		7	15,605.32	.00	.00
	Total Council:				
		5	4,200.00	.00	.00
	Total Finance:				
		3	7,940.58	.00	.00
	Total Golf Course Maint:				
		16	20,543.83	962.45	.00
	Total Info systems:				
		2	5,871.10	.00	.00
	Total Library:				
		8	8,856.78	.00	.00
	Total Local Option Tax:				
		1	1,646.57	.00	.00
	Total Parks:				
		9	13,650.32	.00	.00
	Total Police:				
		14	35,020.80	568.53	188.22
	Total PW/Streets:				
		11	23,286.48	44.32	.00
	Total Recreation Programs:				
		3	6,983.78	.00	.00
	Total Water Distribution:				
		6	12,334.33	124.95	.00
	Total Water Treatment:				
		2	5,727.40	.00	.00
	Grand Totals:				
		96	186,369.15	1,700.25	188.22



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-11750 UTILITY CASH CLEARING						
LACASTA FARMS LLC	128306	DBL PAYMENT FOR WATER JULY	09/13/22	60.76	.00	
Total 01-11750 UTILITY CASH CLEARING:				60.76	.00	
Total :				60.76	.00	
Total :				60.76	.00	
PAYROLL PAYABLES CLEARING						
03-21521 COBRA - DENTAL						
DELTA DENTAL PLAN OF IDAHO	220209 - COBRA	PREMIUMS - #2667-0000/COBRA	08/22/22	115.56	115.56	09/15/2022
Total 03-21521 COBRA - DENTAL:				115.56	115.56	
03-22313 AFLAC						
AFLAC	659184	PREMIUMS - A/C #OLF52	08/25/22	106.52	106.52	09/15/2022
Total 03-22313 AFLAC:				106.52	106.52	
03-22314 DENTAL						
DELTA DENTAL PLAN OF IDAHO	202209	PREMIUMS - #2667-0000	08/22/22	3,169.74	3,169.74	09/15/2022
Total 03-22314 DENTAL:				3,169.74	3,169.74	
03-22315 COLONIAL						
COLONIAL LIFE & ACCIDENT	32897250901196	PREMIUMS - BCN E3289725	09/01/22	451.12	451.12	09/15/2022
Total 03-22315 COLONIAL:				451.12	451.12	
03-22316 IDAHO NCPERS GROUP LIFE						
NCPERS GROUP LIFE INS	C440922	PREMIUMS - C44000000000	08/01/22	16.00	16.00	09/15/2022
Total 03-22316 IDAHO NCPERS GROUP LIFE:				16.00	16.00	
03-22323 HRA ADMIN FEE						
NUESYNERGY INC.	6120	HRA/FSA ADMIN FEES	09/13/22	375.00	.00	
Total 03-22323 HRA ADMIN FEE:				375.00	.00	
03-22326 HEALTH INSURANCE PAYABLE						
III-A TRUST	202209	PREMIUMS - #142-MCCALL	09/01/22	91,083.00	91,083.00	09/15/2022
Total 03-22326 HEALTH INSURANCE PAYABLE:				91,083.00	91,083.00	
03-22328 VISION PAYABLE						
III-A TRUST	202209	VISION PREMIUMS - #142-MCCALL	09/01/22	956.00	956.00	09/15/2022
Total 03-22328 VISION PAYABLE:				956.00	956.00	
03-22330 WILLAMETTE DENTAL						
WILLAMETTE DENTAL INSURANCE	202209	PREMIUMS - GROUP #Z1759 - ID51	09/01/22	2,609.87	2,609.87	09/15/2022
Total 03-22330 WILLAMETTE DENTAL:				2,609.87	2,609.87	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
03-22333 UNUM LIFE INSURANCE						
GUARDIAN	202209	GROUP ID: 00 025439 PREMIUM	09/01/22	1,152.51	1,152.51	09/15/2022
Total 03-22333 UNUM LIFE INSURANCE:				1,152.51	1,152.51	
Total :				100,035.32	99,660.32	
Total PAYROLL PAYABLES CLEARING:				100,035.32	99,660.32	
GENERAL FUND						
10-22540 DEPOSITS/EVIDENCE PROPERTY						
MILBURN, TORI	20220906	REFUND PARK DEPOSIT	09/06/22	200.00	.00	
Total 10-22540 DEPOSITS/EVIDENCE PROPERTY:				200.00	.00	
Total :				200.00	.00	
MAYOR & COUNCIL						
10-41-150-275.0 PUBLIC RELATIONS						
STAR NEWS, THE	58813	DISPLAY AD - MCCALL COUNCIL SEPT	09/08/22	384.00	.00	
Total 10-41-150-275.0 PUBLIC RELATIONS:				384.00	.00	
Total MAYOR & COUNCIL:				384.00	.00	
INFORMATION SYSTEMS						
10-42-150-300.0 PROFESSIONAL SERVICES						
CASCADE COMMUNICATIONS LLC	372	Utility move on Clements Rd - Includes mo	08/20/22	12,424.20	.00	
CASCADE COMMUNICATIONS LLC	373	Ground work and fiber termination at new	08/20/22	6,765.00	.00	
DIGLINE INC.	68979-IN	CITY OF MCCALL FIBER ADDITIONAL C	08/31/22	59.84	.00	
Total 10-42-150-300.0 PROFESSIONAL SERVICES:				19,249.04	.00	
10-42-150-460.0 TELEPHONE						
VERIZON WIRELESS	9914833057	CELLULAR PHONE SERVICE	09/01/22	231.66	.00	
Total 10-42-150-460.0 TELEPHONE:				231.66	.00	
10-42-150-465.0 COMMUNICATIONS - ETHERNET						
ZIPLY FIBER	0922-0944	208-196-0944-080508-9	09/01/22	1,280.00	.00	
Total 10-42-150-465.0 COMMUNICATIONS - ETHERNET:				1,280.00	.00	
10-42-150-610.0 COMPUTER SOFTWARE						
XERILLION CORPORATION	INV-02012-Q4J4P9	Global PO# to cover monthly charges from	08/31/22	4,170.85	.00	
Total 10-42-150-610.0 COMPUTER SOFTWARE:				4,170.85	.00	
Total INFORMATION SYSTEMS:				24,931.55	.00	
CITY MANAGER						
10-43-150-300.0 PROFESSIONAL SERVICES						
IEC GROUP INC	INVP107825	FY22 SALARY SURVEY DATA NWDE	10/01/21	2,200.00	.00	
Total 10-43-150-300.0 PROFESSIONAL SERVICES:				2,200.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-43-150-460.0 TELEPHONE						
VERIZON WIRELESS	9914833057	CELLULAR PHONE SERVICE	09/01/22	126.62	.00	
Total 10-43-150-460.0 TELEPHONE:				126.62	.00	
Total CITY MANAGER:				2,326.62	.00	
ADMINISTRATIVE COSTS						
10-44-150-300.0 PROFESSIONAL SERVICES						
NUESYNERGY INC.	6120	COBRA ADMIN FEES	09/13/22	75.00	.00	
WORLD WIDE INTERPRETERS	44289	INTERPRETATION	09/08/22	10.88	.00	
Total 10-44-150-300.0 PROFESSIONAL SERVICES:				85.88	.00	
10-44-150-320.0 ATTORNEY - PROSECUTING						
MSBT LAW CHTD.	75109	PROSECUTING SERVICES-F2393-03	08/31/22	4,166.66	.00	
Total 10-44-150-320.0 ATTORNEY - PROSECUTING:				4,166.66	.00	
10-44-150-410.0 INSURANCE						
I C R M P	02115 - 2023 - 1	10/01/2022 - 09/30/2023 POLICY YEAR A	10/01/22	186,504.00	.00	
Total 10-44-150-410.0 INSURANCE:				186,504.00	.00	
10-44-150-450.0 CLEANING AND CUSTODIAL						
ALSCO	LBOI2017708	MATS	09/06/22	82.96	.00	
ALSCO	LBOI2019501	MATS	09/13/22	82.96	.00	
MAY HARDWARE INC.	51825	PINESOL	09/07/22	12.59	.00	
Total 10-44-150-450.0 CLEANING AND CUSTODIAL:				178.51	.00	
10-44-150-460.0 TELEPHONE						
ZIPLY FIBER	0922-3038	208-634-3038-062090-8	09/01/22	40.53	.00	
ZIPLY FIBER	0922-4493	208-634-4493-042005-8	09/01/22	50.43	.00	
Total 10-44-150-460.0 TELEPHONE:				90.96	.00	
10-44-150-500.0 RENTAL - OFFICE EQUIPMENT						
WELLS FARGO EQUIPMENT FINANCE	5021721841-FIN	XEROX C8045 #603-0214726-000 RENT	09/05/22	170.25	.00	
Total 10-44-150-500.0 RENTAL - OFFICE EQUIPMENT:				170.25	.00	
10-44-150-500.1 RENTAL - EQUIPMENT MAINTENANCE						
BOISE OFFICE EQUIPMENT	IN2931513	XEROX XALC8070H2 OVERAGE CHAR	09/12/22	197.77	.00	
Total 10-44-150-500.1 RENTAL - EQUIPMENT MAINTENANCE:				197.77	.00	
Total ADMINISTRATIVE COSTS:				191,394.03	.00	
FINANCE						
10-45-150-305.0 SOFTWARE SUPPORT - CASELLE						
CASELLE INC.	119712	SOFTWARE SUPPORT CONTRACT FY2	10/01/22	23,495.00	.00	
Total 10-45-150-305.0 SOFTWARE SUPPORT - CASELLE:				23,495.00	.00	
10-45-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
STAR NEWS, THE	58820	DISPLAY AD - BUDGET AMENDMENT S	09/08/22	792.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-45-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				792.00	.00	
Total FINANCE:				24,287.00	.00	
CITY CLERK						
10-46-150-210.0 DEPARTMENT SUPPLIES						
OFFICE SAVERS ONLINE	20220901	FILE FOLDER LABELS	09/01/22	33.97	.00	
Total 10-46-150-210.0 DEPARTMENT SUPPLIES:				33.97	.00	
10-46-150-300.0 PROFESSIONAL SERVICES						
VITRUVIAN PLANNING LLC	2022-41	ADA Transition Plan	09/01/22	4,055.00	.00	
Total 10-46-150-300.0 PROFESSIONAL SERVICES:				4,055.00	.00	
10-46-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
STAR NEWS, THE	58659	Public Hearing Notice for STR Ord and W	08/18/22	1,056.00	.00	
STAR NEWS, THE	58793	DISPLAY AD - ORDINANCE NO 1010 SE	09/01/22	264.00	.00	
Total 10-46-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				1,320.00	.00	
10-46-150-598.0 RECORDS DESTRUCTION						
SHRED-IT USA - BOISE	8002317597	SHREDDING	09/03/22	415.92	.00	
Total 10-46-150-598.0 RECORDS DESTRUCTION:				415.92	.00	
Total CITY CLERK:				5,824.89	.00	
LOCAL OPTION TAX DEPARTMENT						
10-47-150-610.0 REC & CULTURAL ACTIVITIES (C)						
MANCHESTER ICE & EVENT CENTRE	22-47	REPAIR ZAMBONI	09/06/22	3,000.00	.00	
McCALL AREA CHAMBER OF	22-36	WINTER CARNIVAL FIREWORKS	09/06/22	3,000.00	.00	
Total 10-47-150-610.0 REC & CULTURAL ACTIVITIES (C):				6,000.00	.00	
10-47-150-650.0 PAVE/PARK/BIKE PATHS/TRANS (A)						
PAYETTE LAND TRUST INC	22-27	RIVER ACCESS	09/06/22	75,000.00	.00	
TREASURE VALLEY TRANSIT INC.	22-04	OPERATION COSTS	09/06/22	40,000.00	.00	
Total 10-47-150-650.0 PAVE/PARK/BIKE PATHS/TRANS (A):				115,000.00	.00	
Total LOCAL OPTION TAX DEPARTMENT:				121,000.00	.00	
COMMUNITY DEVELOPMENT						
10-48-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	83526615-CD	FUEL	09/06/22	231.77	.00	
Total 10-48-150-250.0 MOTOR FUELS AND LUBRICANTS:				231.77	.00	
10-48-150-330.0 HOUSING STRATEGY IMPL.						
BARRIER BUILDING INC	2212-04	Construction Management for 1614 Davis	09/08/22	12,229.38	.00	
DION, MICHAEL	531	Foundation for the Toaster Project	08/30/22	19,650.00	.00	
YMC INC.	177305	218 PARK ST	08/31/22	170.00	.00	
Total 10-48-150-330.0 HOUSING STRATEGY IMPL.:				32,049.38	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-48-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
STAR NEWS, THE	58745	DISPLAY AD - P&Z SEPT 6TH HEARING	08/11/22	129.96	.00	
Total 10-48-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				129.96	.00	
10-48-150-460.0 TELEPHONE						
VERIZON WIRELESS	9914833057	CELLULAR PHONE SERVICE	09/01/22	292.26	.00	
Total 10-48-150-460.0 TELEPHONE:				292.26	.00	
Total COMMUNITY DEVELOPMENT:				32,703.37	.00	
POLICE DEPARTMENT						
10-50-100-156.0 CLOTHING/UNIFORMS						
GALLS	022075303	LINE RIGHT CHEST EMBROIDERY	09/08/22	11.60	.00	
Total 10-50-100-156.0 CLOTHING/UNIFORMS:				11.60	.00	
10-50-150-240.0 MINOR EQUIPMENT						
LIFELOC TECHNOLOGIES INC.	371086	PRINTER KIT	09/08/22	543.58	.00	
Total 10-50-150-240.0 MINOR EQUIPMENT:				543.58	.00	
10-50-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	83527344-PD	FUEL	09/06/22	3,882.75	.00	
Total 10-50-150-250.0 MOTOR FUELS AND LUBRICANTS:				3,882.75	.00	
10-50-150-260.0 POSTAGE						
UNITED PARCEL SERVICE	8459E3372	SHIPPING	09/10/22	107.82	.00	
Total 10-50-150-260.0 POSTAGE:				107.82	.00	
10-50-150-300.0 PROFESSIONAL SERVICES						
SHRED-IT USA - BOISE	8002317597	SHREDDING	09/03/22	199.56	.00	
Total 10-50-150-300.0 PROFESSIONAL SERVICES:				199.56	.00	
10-50-150-440.0 PROFESSIONAL DEVELOPMENT						
BEST WESTERN COEUR D'ALENE INN	123047912	MANAGING NARCOTICS INFORMANTS	09/08/22	302.40	.00	
BEST WESTERN COEUR D'ALENE INN	123047950	MANAGING NARCOTICS INFORMANTS	09/08/22	302.40	.00	
BEST WESTERN COEUR D'ALENE INN	42430	INSTRUCTOR DEVELOPMENT - PAPE	08/12/22	766.50	.00	
Total 10-50-150-440.0 PROFESSIONAL DEVELOPMENT:				1,371.30	.00	
10-50-150-450.0 CLEANING AND CUSTODIAL						
BLUE RIBBON LINEN SUPPLY INC.	388745	FLOOR MATS	09/02/22	26.08	.00	
Total 10-50-150-450.0 CLEANING AND CUSTODIAL:				26.08	.00	
10-50-150-460.0 TELEPHONE						
VERIZON WIRELESS	9914405180	CELLULAR PHONE SERVICE	08/26/22	1,183.67	.00	
ZIPLY FIBER	0922-2144	208-634-2144-111299-8	09/01/22	30.54	.00	
Total 10-50-150-460.0 TELEPHONE:				1,214.21	.00	
10-50-150-500.0 RENTAL - OFFICE EQUIPMENT						
WELLS FARGO EQUIPMENT FINANCE	5021211001-PD	XEROX C8045 #603-0173257-000 MIN. U	08/01/22	442.31	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
WELLS FARGO EQUIPMENT FINANCE	5021631854-PD/A	XEROX C405 #603-0173151 08/27/22 - 0	09/01/22	65.47	.00	
Total 10-50-150-500.0 RENTAL - OFFICE EQUIPMENT:				507.78	.00	
10-50-150-520.0 RENTAL - PROPERTY						
STOR-IT SELF STORAGE - McCALL	38207	Annual rental of two storage units to secur	10/01/22	5,604.00	.00	
Total 10-50-150-520.0 RENTAL - PROPERTY:				5,604.00	.00	
10-50-150-520.1 RENTAL-POLICE DEPT. FACILITIES						
VALLEY COUNTY	2022 - OCTOBER	PD FACILITY LEASE	09/12/22	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						
LES SCHWAB TIRE CENTERS	12500369018	Two sets of tires for new patrol vehicles an	09/12/22	1,364.23	.00	
STEVE'S HOMETOWN MOTORS INC	5009215	ROTOR ASY - BRAKE	08/01/22	232.26	.00	
STEVE'S HOMETOWN MOTORS INC	5009226	FILTER	08/01/22	65.88	.00	
Total 10-50-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				1,662.37	.00	
Total POLICE DEPARTMENT:				17,831.05	.00	
CAPITAL IMPROVEMENT PLAN						
10-70-600-710.0 GENERAL FUND CIP						
GRANITE EXCAVATION INC.	20410	Senior Center sewer line replacement	09/12/22	1,649.36	.00	
Total 10-70-600-710.0 GENERAL FUND CIP:				1,649.36	.00	
10-70-750-997.0 FRANCHISE FEES - CONTINGENCY						
FORSGREN ASSOCIATES INC	222396	Design/Coordination for undergrounding ut	07/25/22	817.50	.00	
Total 10-70-750-997.0 FRANCHISE FEES - CONTINGENCY:				817.50	.00	
Total CAPITAL IMPROVEMENT PLAN:				2,466.86	.00	
Total GENERAL FUND:				423,349.37	.00	
PUBLIC WORKS & STREETS FUND						
24-13001 CASELLE ACCOUNTS RECEIVABLE						
LICK CREEK PROPERTY LLC	20220906	ENGINEERING BILLING	09/06/22	56.25	.00	
Total 24-13001 CASELLE ACCOUNTS RECEIVABLE:				56.25	.00	
Total :				56.25	.00	
PUBLIC WORKS & STREETS						
24-55-100-156.0 CLOTHING/UNIFORMS						
STEWART, NATHAN	20220912	WORK BOOTS	09/12/22	159.00	.00	
Total 24-55-100-156.0 CLOTHING/UNIFORMS:				159.00	.00	
24-55-150-211.0 MECHANIC SHOP SUPPLIES						
JERRY'S AUTO PARTS	297051	BRAKE cleaner	08/29/22	24.52	.00	
JERRY'S AUTO PARTS	298562	MOTOR OIL ANALYSIS KIT	09/07/22	64.10	.00	
NORCO INC.	35754334	CYLINDER RENTAL	08/31/22	7.41	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 24-55-150-211.0 MECHANIC SHOP SUPPLIES:				96.03	.00	
24-55-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	83526953-PW	FUEL	09/06/22	2,653.40	.00	
JERRY'S AUTO PARTS	297929	ATF FOR PRIMING FUEL FILTERS	09/02/22	74.16	.00	
Total 24-55-150-250.0 MOTOR FUELS AND LUBRICANTS:				2,727.56	.00	
24-55-150-350.0 ENGINEER SERVICES						
HORROCKS ENGINEERS INC.	71955	TASK 22-02 MISCELLANEOUS TRANSP	09/10/22	5,254.17	.00	
Total 24-55-150-350.0 ENGINEER SERVICES:				5,254.17	.00	
24-55-150-440.0 PROFESSIONAL DEVELOPMENT						
STEWART, NATHAN	20220912	NOVOTX ELEMENTS CONFERENCE	09/12/22	888.86	.00	
Total 24-55-150-440.0 PROFESSIONAL DEVELOPMENT:				888.86	.00	
24-55-150-460.0 TELEPHONE						
VERIZON WIRELESS	9914833057	CELLULAR PHONE SERVICE	09/01/22	357.52	.00	
Total 24-55-150-460.0 TELEPHONE:				357.52	.00	
24-55-150-500.1 RENTAL - EQUIPMENT MAINTENANCE						
BOISE OFFICE EQUIPMENT	IN2931513	XEROX XALC8045'S OVERAGE CHARG	09/12/22	54.86	.00	
Total 24-55-150-500.1 RENTAL - EQUIPMENT MAINTENANCE:				54.86	.00	
24-55-150-540.0 STREET REPAIR - PATCHING						
VALLEY PAVING & ASPHALT INC.	11493	Asphalt	08/31/22	1,482.00	.00	
Total 24-55-150-540.0 STREET REPAIR - PATCHING:				1,482.00	.00	
24-55-150-546.0 STREET REPAIR - STORM DRAIN						
MOUNTAINLAND SUPPLY	S104861890.001	15" storm water pipe	09/01/22	6,582.35	.00	
Total 24-55-150-546.0 STREET REPAIR - STORM DRAIN:				6,582.35	.00	
24-55-150-547.0 SIGNS & POSTS						
TRAFFIC SAFETY SUPPLY CO. INC.	INV051979	NO PARKING ANYTIME SIGNS	08/22/22	963.75	.00	
Total 24-55-150-547.0 SIGNS & POSTS:				963.75	.00	
24-55-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
N & S TRACTOR	EL00408	Disc Mower with CAT II Hitch	09/06/22	18,120.00	.00	
WESTERN STATES EQUIPMENT CO.	IN002074505	1500 HR SERVICE 950M	07/01/22	691.75	.00	
WESTERN STATES EQUIPMENT CO.	IN002130522	TROUBLE SHOOT - TRANSMISSION	08/31/22	555.00	.00	
Total 24-55-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				19,366.75	.00	
24-55-150-590.0 REPAIRS - OTHER EQUIPMENT						
CONCRETE CONSTRUCTION SUPPLY	M61994	REPAIR KIT	09/07/22	34.00	.00	
JERRY'S AUTO PARTS	298310	DC INVERTER	09/06/22	69.39	.00	
Total 24-55-150-590.0 REPAIRS - OTHER EQUIPMENT:				103.39	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
24-55-200-701.0 FACILITY PLAN & IMPROVEMENTS						
ALLWEST TESTING & ENGINEERING I	23785	GEOTECHNICAL EVELUATION FOR PW	03/03/22	6,550.00	.00	
HORROCKS ENGINEERS INC.	71955	TASK 21-18 PUBLIC WORKS FACILITY	09/10/22	169.01	.00	
Total 24-55-200-701.0 FACILITY PLAN & IMPROVEMENTS:				6,719.01	.00	
Total PUBLIC WORKS & STREETS:				44,755.25	.00	
Total PUBLIC WORKS & STREETS FUND:				44,811.50	.00	
LIBRARY FUND						
LIBRARY DEPARTMENT						
25-57-150-210.0 DEPARTMENT SUPPLIES						
RUSTIC ROAD SHIRT SHOP	2022-0823	T-SHIRTS	08/23/22	110.80	.00	
OFFICE SAVERS ONLINE	20220901	LASER LABELS, TAPE	09/01/22	161.49	.00	
Total 25-57-150-210.0 DEPARTMENT SUPPLIES:				272.29	.00	
25-57-150-300.0 PROFESSIONAL SERVICES						
SHADOW TRACKERS	RDK220619	BACKGROUND CHECKS	09/02/22	30.00	.00	
Total 25-57-150-300.0 PROFESSIONAL SERVICES:				30.00	.00	
25-57-150-420.0 TRAVEL AND MEETINGS						
ALBERTSONS LLC	00432372-081722-3	ALL STAFF MTG	08/17/22	23.70	.00	
Total 25-57-150-420.0 TRAVEL AND MEETINGS:				23.70	.00	
25-57-150-460.0 TELEPHONE						
VERIZON WIRELESS	9914833057	CELLULAR PHONE SERVICE	09/01/22	41.60	.00	
Total 25-57-150-460.0 TELEPHONE:				41.60	.00	
25-57-150-500.1 RENTAL - EQUIPMENT MAINTENANCE						
BOISE OFFICE EQUIPMENT	IN2931513	XEROX XALC8045'S OVERAGE CHARG	09/12/22	69.63	.00	
Total 25-57-150-500.1 RENTAL - EQUIPMENT MAINTENANCE:				69.63	.00	
Total LIBRARY DEPARTMENT:				437.22	.00	
Total LIBRARY FUND:				437.22	.00	
RECREATION FUND						
RECREATION - PROGRAMS						
28-58-150-210.0 DEPARTMENT SUPPLIES						
ALBERTSONS LLC	00662491-081722-3	MT BIKE PROGRAMS	08/17/22	19.78	.00	
ALBERTSONS LLC	00721710-091022-3	SENIOR SOFTBALL PROGRAMS	09/10/22	15.45	.00	
ALBERTSONS LLC	00801736-081322-3	MT BIKE PROGRAMS	08/13/22	56.00	.00	
ALBERTSONS LLC	00805839-090222-3	REC EVENT SUPPLIES AND OFFICE TR	09/02/22	55.16	.00	
C & M LUMBER CO. INC.	491610	FIELD MARKER	09/06/22	51.98	.00	
MAY HARDWARE INC.	51774	STRIPING PAINT	09/06/22	9.89	.00	
MAY HARDWARE INC.	51776	STRIPING PAINT	09/06/22	118.69	.00	
RIDLEY'S FAMILY MARKETS	0012123743-463	REC PROGRAMS	08/15/22	17.47	.00	
RIDLEY'S FAMILY MARKETS	00431891313-463	SENIOR SOFTBALL TOURNAMENT	09/08/22	150.36	.00	
Total 28-58-150-210.0 DEPARTMENT SUPPLIES:				494.78	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
28-58-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	83527487-PR	FUEL	09/06/22	55.66	.00	
Total 28-58-150-250.0 MOTOR FUELS AND LUBRICANTS:				55.66	.00	
28-58-150-300.0 PROFESSIONAL SERVICES						
MOORE, CHARLES	20220816	COORDINATOR - ADULT SOFTBALL 48H	08/16/22	720.00	.00	
Total 28-58-150-300.0 PROFESSIONAL SERVICES:				720.00	.00	
28-58-150-430.0 DUES AND SUBSCRIPTIONS						
TEAMSIDELINE.COM	TS-INV-11099	Annual Subscription Fee FY23	10/01/22	1,050.00	.00	
Total 28-58-150-430.0 DUES AND SUBSCRIPTIONS:				1,050.00	.00	
28-58-150-460.0 TELEPHONE						
VERIZON WIRELESS	9914833057	CELLULAR PHONE SERVICE	09/01/22	174.81	.00	
Total 28-58-150-460.0 TELEPHONE:				174.81	.00	
Total RECREATION - PROGRAMS:				2,495.25	.00	
RECREATION - PARKS						
28-59-150-210.0 DEPARTMENT SUPPLIES						
JERRY'S AUTO PARTS	299894	SPARK PLUG	09/14/22	8.01	.00	
LAWSON PRODUCTS INC.	9309903667	KEY CABINET	09/06/22	231.35	.00	
MAY HARDWARE INC.	51475	KEYS	09/01/22	25.11	.00	
MAY HARDWARE INC.	51476	RETURN KEY	09/01/22	5.02	.00	
MAY HARDWARE INC.	51739	KEY BLANK	09/06/22	9.00	.00	
MAY HARDWARE INC.	51901	TRIM BRUSH	09/07/22	7.73	.00	
MAY HARDWARE INC.	52159	GLOVES, ACE LINE LEVEL	09/10/22	11.86	.00	
MAY HARDWARE INC.	52221	LEADER HOSE	09/12/22	26.97	.00	
MAY HARDWARE INC.	52246	FML DISCONNECT, INSUL DISCONN	09/12/22	34.44	.00	
Total 28-59-150-210.0 DEPARTMENT SUPPLIES:				349.45	.00	
28-59-150-211.0 BATHROOM SUPPLIES						
GEM STATE PAPER & SUPPLY	3062439	BATHROOM SUPPLIES	09/01/22	253.96	.00	
Total 28-59-150-211.0 BATHROOM SUPPLIES:				253.96	.00	
28-59-150-221.0 TREES						
HIGH MOUNTAIN NURSERY INC.	63152	TREES	06/07/22	86.40	.00	
HIGH MOUNTAIN NURSERY INC.	64608	TREE	07/15/22	27.00	.00	
HIGH MOUNTAIN NURSERY INC.	65406	TREE	08/26/22	27.00	.00	
Total 28-59-150-221.0 TREES:				140.40	.00	
28-59-150-222.1 NOXIOUS WEED PROGRAM						
KDZY 98.3 FM	22080293	RADIO SPOTS - NOXIOUS WEED AWAR	08/31/22	192.00	.00	
STAR 95.5 FM McCALL	22080339	RADIO SPOTS - NOXIOUS WEED AWAR	08/31/22	192.00	.00	
Total 28-59-150-222.1 NOXIOUS WEED PROGRAM:				384.00	.00	
28-59-150-223.0 FLOWERS						
HIGH MOUNTAIN NURSERY INC.	62919	FLOWERS	06/01/22	93.69	.00	
HIGH MOUNTAIN NURSERY INC.	62978	FLOWERS	06/02/22	106.34	.00	
HIGH MOUNTAIN NURSERY INC.	63244	FLOWERS	06/09/22	53.33	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 28-59-150-223.0 FLOWERS:				253.36	.00	
28-59-150-228.0 DRAINAGE MAINTENANCE						
FERGUSON ENTERPRISES #3007	835913	SENIOR CENTER GROUNDS PARTS	09/08/22	160.37	.00	
Total 28-59-150-228.0 DRAINAGE MAINTENANCE:				160.37	.00	
28-59-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	83527487-PR	FUEL	09/06/22	1,238.13	.00	
Total 28-59-150-250.0 MOTOR FUELS AND LUBRICANTS:				1,238.13	.00	
28-59-150-300.0 PROFESSIONAL SERVICES						
DIGLINE INC.	68979-IN	CITY OF MCCALL PARKS ADDITIONAL	08/31/22	20.57	.00	
Total 28-59-150-300.0 PROFESSIONAL SERVICES:				20.57	.00	
28-59-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
STAR NEWS, THE	58785	LEGAL AD - CONCESSIONS NOTICE DE	09/08/22	40.76	.00	
Total 28-59-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				40.76	.00	
28-59-150-420.0 TRAVEL AND MEETINGS						
RIDLEY'S FAMILY MARKETS	0031608938-463	ALL STAFF MEETING SNACKS	09/07/22	35.24	.00	
Total 28-59-150-420.0 TRAVEL AND MEETINGS:				35.24	.00	
28-59-150-460.0 TELEPHONE						
VERIZON WIRELESS	9914833057	CELLULAR PHONE SERVICE	09/01/22	164.81	.00	
Total 28-59-150-460.0 TELEPHONE:				164.81	.00	
28-59-150-570.0 REPAIRS - BUILDING AND GROUNDS						
BUILDERS FIRSTSOURCE INC.	86064987	BOLTS,2X6-16	09/06/22	115.68	.00	
BUILDERS FIRSTSOURCE INC.	86068606	2X8-16	09/07/22	64.90	.00	
MAY HARDWARE INC.	51897	LOCK SERVICE	09/07/22	152.80	.00	
PLAYPOWER LT FARMINGTON INC	1400261122	EDGING BARRIE GOLD GLOVE PLAYG	08/29/22	538.49	.00	
Total 28-59-150-570.0 REPAIRS - BUILDING AND GROUNDS:				871.87	.00	
28-59-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
JERRY'S AUTO PARTS	298258	ANTIFREEZE	09/06/22	28.76	.00	
JERRY'S AUTO PARTS	298537	ANTIFREEZE	09/07/22	41.94	.00	
JERRY'S AUTO PARTS	299561	FUEL FILTER	09/12/22	3.27	.00	
LES SCHWAB TIRE CENTERS	12500367721	TIRES - RANGER	09/01/22	503.84	.00	
MAY HARDWARE INC.	52240	AUTO FUSES	09/12/22	13.47	.00	
Total 28-59-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				591.28	.00	
28-59-200-714.0 BROWN PARK / EAST LAKE STR WF						
HORROCKS ENGINEERS INC.	71955	TASK 21-04 A E. LAKE STREET WATERF	09/10/22	52.50	.00	
Total 28-59-200-714.0 BROWN PARK / EAST LAKE STR WF:				52.50	.00	
28-59-200-715.0 PARKS SHOP RELOCATION						
RATIO ARCHITECTS LLC	19734.000 - 33074	Parks Shop design and construction docu	08/31/22	1,907.88	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 28-59-200-715.0 PARKS SHOP RELOCATION:				1,907.88	.00	
Total RECREATION - PARKS:				6,464.58	.00	
Total RECREATION FUND:				8,959.83	.00	
AIRPORT FUND						
AIRPORT DEPARTMENT						
29-56-150-460.0 TELEPHONE						
VERIZON WIRELESS	9914833057	CELLULAR PHONE SERVICE	09/01/22	123.21	.00	
ZIPLY FIBER	0922-0267	208-196-0267-051399-9	09/01/22	65.03	.00	
Total 29-56-150-460.0 TELEPHONE:				188.24	.00	
29-56-150-500.0 RENTAL - OFFICE EQUIPMENT						
WELLS FARGO EQUIPMENT FINANCE	5021631854-PD/A	XEROX C405 #603-0173151 08/27/22 - 0	09/01/22	65.47	.00	
Total 29-56-150-500.0 RENTAL - OFFICE EQUIPMENT:				65.47	.00	
Total AIRPORT DEPARTMENT:				253.71	.00	
Total AIRPORT FUND:				253.71	.00	
LOCAL OPTION TAX FUND						
LOCAL OPTION TAX DEPARTMENT						
31-49-200-704.0 DOWNTOWN CORE REDEVELOPMENT						
HORROCKS ENGINEERS INC.	71955	TASK 17-03 C 2ND STREET AND LENOR	09/10/22	131.25	.00	
Total 31-49-200-704.0 DOWNTOWN CORE REDEVELOPMENT:				131.25	.00	
31-49-200-707.0 E. DEINHARD LANE RECON.						
HORROCKS ENGINEERS INC.	71955	TASK 21-16A DEINHARD LANE FINAL D	09/10/22	11,692.66	.00	
Total 31-49-200-707.0 E. DEINHARD LANE RECON.:				11,692.66	.00	
31-49-200-998.0 RESERVED - FUTURE PROJECTS						
HORROCKS ENGINEERS INC.	71955	TO 22-04 Davis Ave, Thompson Ave to Lic	09/10/22	10,569.53	.00	
Total 31-49-200-998.0 RESERVED - FUTURE PROJECTS:				10,569.53	.00	
Total LOCAL OPTION TAX DEPARTMENT:				22,393.44	.00	
31-60-250-110.0 STP RURAL GRANT						
FORSGREN ASSOCIATES INC	222309	02-20-0115 MISSION ST, SOUTH CITY LI	06/25/22	953.82	.00	
FORSGREN ASSOCIATES INC	222310	02-20-0115 MISSION ST, SOUTH CITY LI	06/25/22	15,226.98	.00	
Total 31-60-250-110.0 STP RURAL GRANT:				16,180.80	.00	
31-60-250-111.0 STP RURAL GRANT - CITY MATCH						
FORSGREN ASSOCIATES INC	222309	02-20-0115 MISSION ST, SOUTH CITY LI	06/25/22	75.56	.00	
FORSGREN ASSOCIATES INC	222310	02-20-0115 MISSION ST, SOUTH CITY LI	06/25/22	1,206.20	.00	
Total 31-60-250-111.0 STP RURAL GRANT - CITY MATCH:				1,281.76	.00	
Total :				17,462.56	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total LOCAL OPTION TAX FUND:				39,856.00	.00	
GOLF FUND						
GOLF OPERATIONS DEPARTMENT						
54-85-150-210.0 DEPARTMENT SUPPLIES						
ALSCO	LBOI2017701	SHOP TOWELS, LAUNDRY BAG, COVE	09/06/22	48.27	.00	
ALSCO	LBOI2019494	SHOP TOWELS, LAUNDRY BAG, COVE	09/13/22	48.27	.00	
GEM STATE PAPER & SUPPLY	3062445	45 GALLON BAGS	09/01/22	157.68	.00	
MAY HARDWARE INC.	52066	STIHL 3/8 CHAIN	09/09/22	5.99	.00	
MAY HARDWARE INC.	52353	GARDEN KNEELER, PVC CEMENT	09/13/22	24.82	.00	
NORCO INC.	325291993	CYLINDER RENTAL	06/30/22	24.30	.00	
NORCO INC.	35516405	CYLINDER RENTAL	07/31/22	25.11	.00	
NORCO INC.	35754059	CYLINDER RENTAL	08/31/22	25.11	.00	
Total 54-85-150-210.0 DEPARTMENT SUPPLIES:				359.55	.00	
54-85-150-223.0 BIOLOGICAL PRODUCTS						
TLC PRODUCT/AQUATIC BIOCONTRO	78380	ECO SOCK	10/01/22	426.93	.00	
Total 54-85-150-223.0 BIOLOGICAL PRODUCTS:				426.93	.00	
54-85-150-227.0 IRRIGATION MAINTENANCE						
BOARDTRONICS INC.	20709	24 station Timing Mechanism	09/13/22	799.98	.00	
Total 54-85-150-227.0 IRRIGATION MAINTENANCE:				799.98	.00	
54-85-150-240.0 MINOR EQUIPMENT						
TURF EQUIPMENT & IRRIGATION	763204-00	STRATO PRO TRIMMES	09/09/22	779.98	.00	
Total 54-85-150-240.0 MINOR EQUIPMENT:				779.98	.00	
54-85-150-250.0 MOTOR FUELS AND LUBRICANTS						
DIAMOND FUEL & FEED SUPPLY INC.	29305	FY22 Fuel	09/07/22	848.90	.00	
DIAMOND FUEL & FEED SUPPLY INC.	29306	FY22 Fuel	09/07/22	1,081.21	.00	
Total 54-85-150-250.0 MOTOR FUELS AND LUBRICANTS:				1,930.11	.00	
54-85-150-300.0 PROFESSIONAL SERVICES						
SHADOW TRACKERS	RDK220619	BACKGROUND CHECKS	09/02/22	60.00	.00	
Total 54-85-150-300.0 PROFESSIONAL SERVICES:				60.00	.00	
54-85-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
STAR NEWS, THE	58755	LEGAL AD - BIDS - GOLF COURSE AUG	08/25/22	120.12	.00	
Total 54-85-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				120.12	.00	
54-85-150-440.0 PROFESSIONAL DEVELOPMENT						
GCSA	2917	FALL MEETING REGISTRATION	10/01/22	270.00	.00	
Total 54-85-150-440.0 PROFESSIONAL DEVELOPMENT:				270.00	.00	
54-85-150-460.0 TELEPHONE						
VERIZON WIRELESS	9914833057	CELLULAR PHONE SERVICE	09/01/22	46.60	.00	
Total 54-85-150-460.0 TELEPHONE:				46.60	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
54-85-150-590.0 REPAIRS - OTHER EQUIPMENT						
C & B OPERATIONS LLC	11789125	FUEL FILTER	08/09/22	131.55	.00	
C & B OPERATIONS LLC	11790139	PIN	08/10/22	124.67	.00	
C & B OPERATIONS LLC	11795227	DRAWER, FILTER, ORING	08/12/22	65.38	.00	
JERRY'S AUTO PARTS	299004	FRZ PLUGS	09/09/22	4.94	.00	
JERRY'S AUTO PARTS	299683	SAFE T STAT	09/13/22	15.15	.00	
TURF EQUIPMENT & IRRIGATION	763288-00	CONTROL ARM ASM	09/12/22	106.59	.00	
Total 54-85-150-590.0 REPAIRS - OTHER EQUIPMENT:				448.28	.00	
54-85-200-703.0 FACILITY IMPROVEMENTS						
NORTHWEST HARDSCAPE SPECIALTI	3196	This was a Lady's Assoc. project where th	08/19/22	46,197.33	.00	
Total 54-85-200-703.0 FACILITY IMPROVEMENTS:				46,197.33	.00	
Total GOLF OPERATIONS DEPARTMENT:				51,438.88	.00	
Total GOLF FUND:				51,438.88	.00	
WATER FUND						
WATER DISTRIBUTION						
60-64-150-200.0 OFFICE SUPPLIES						
ALSCO	LBOI2012351	SHOP TOWELS, DUST MOP, WET MOP,	08/16/22	56.42	.00	
Total 60-64-150-200.0 OFFICE SUPPLIES:				56.42	.00	
60-64-150-210.0 DEPARTMENT SUPPLIES						
BUILDERS FIRSTSOURCE INC.	86079388	2X4-8	09/08/22	11.48	.00	
USABLUBOOK	86884	MID LINE VISE	08/22/22	406.08	.00	
GRAINGER	9440353697	PADLOCK SEALS	09/09/22	85.12	.00	
Total 60-64-150-210.0 DEPARTMENT SUPPLIES:				502.68	.00	
60-64-150-240.0 MINOR EQUIPMENT						
IDEXX DISTRIBUTION INC	3110134214	Total coliform bacteria testing equipment	07/11/22	62.19	.00	
IDEXX DISTRIBUTION INC	3110182774	Total coliform bacteria testing equipment	07/12/22	1,667.37	.00	
Total 60-64-150-240.0 MINOR EQUIPMENT:				1,729.56	.00	
60-64-150-250.0 MOTOR FUELS AND LUBRICANTS						
A & I DISTRIBUTORS	3837132	2/2.5 GAL DEF	09/01/22	246.25	.00	
CHEVRON TEXACO	83526535-WT	FUEL	09/06/22	1,880.44	.00	
Total 60-64-150-250.0 MOTOR FUELS AND LUBRICANTS:				2,126.69	.00	
60-64-150-300.0 PROFESSIONAL SERVICES						
DIGLINE INC.	68979-IN	CITY OF MCCALL WATER ADDITIONAL	08/31/22	201.96	.00	
Total 60-64-150-300.0 PROFESSIONAL SERVICES:				201.96	.00	
60-64-150-302.0 LABORATORY TESTING						
ANALYTICAL LABORATORIES INC.	93321	LABORATORY TESTING	08/31/22	910.00	.00	
Total 60-64-150-302.0 LABORATORY TESTING:				910.00	.00	
60-64-150-350.0 ENGINEER SERVICES						
BOWEN COLLINS & ASSOCIATES INC	29202	Water Rate Study Update	08/08/22	11,196.75	.00	
CLEAR SOLUTIONS ENGINEERING	196	WATER STORAGE TANK EVALUATION A	09/12/22	1,825.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
HORROCKS ENGINEERS INC.	71955	TASK 22-01 MISCELLANEOUS WATER E	09/10/22	153.13	.00	
Total 60-64-150-350.0 ENGINEER SERVICES:				13,174.88	.00	
60-64-150-460.0 TELEPHONE						
VERIZON WIRELESS	9914833057	CELLULAR PHONE SERVICE	09/01/22	371.70	.00	
Total 60-64-150-460.0 TELEPHONE:				371.70	.00	
60-64-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
SEMI SERVICE INC	W 2-11640	New service body for Water truck #24	08/31/22	10,892.41	.00	
JERRY'S AUTO PARTS	297814	THROTTLE POSITION SENSOR	09/02/22	72.07	.00	
JERRY'S AUTO PARTS	299521	SPARK PLUG, FUEL FILTER	09/12/22	8.02	.00	
JERRY'S AUTO PARTS	299527	OIL FILTER	09/12/22	6.58	.00	
MAY HARDWARE INC.	51651	DISTILLED WATER, BRACKET, MISC FA	09/03/22	20.20	.00	
Total 60-64-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				10,999.28	.00	
60-64-150-590.0 REPAIRS - OTHER EQUIPMENT						
FERGUSON WATERWORKS	830506	DISTRIBUTION INFRASTRUCTURE PAR	08/11/22	1,940.29	.00	
FERGUSON WATERWORKS	832863	GaTE VLV	09/01/22	756.22	.00	
Total 60-64-150-590.0 REPAIRS - OTHER EQUIPMENT:				2,696.51	.00	
60-64-150-591.0 REPAIRS - WATER METERS/MXU'S						
MOUNTAINLAND SUPPLY	S104856766.002	Blanket PO for water meter parts & suppli	09/06/22	11,527.47	.00	
FERGUSON WATERWORKS	810928	METER ACCOUNT	08/29/22	859.20	.00	
Total 60-64-150-591.0 REPAIRS - WATER METERS/MXU'S:				12,386.67	.00	
60-64-150-592.0 REPAIRS-WATER SERVICES & MAINS						
GRANITE EXCAVATION INC.	20410	Blanket PO for McCall Senior Center Wate	09/12/22	1,154.58	.00	
Total 60-64-150-592.0 REPAIRS-WATER SERVICES & MAINS:				1,154.58	.00	
60-64-200-704.0 BOOSTER PUMP STATION IMPRV.						
HORROCKS ENGINEERS INC.	71955	TASK 21-12 SHORE LODGE PUMP STAT	09/10/22	10,587.60	.00	
HORROCKS ENGINEERS INC.	71955	TASK 22-05 SHORE LODGE PUMP STAT	09/10/22	1,905.94	.00	
Total 60-64-200-704.0 BOOSTER PUMP STATION IMPRV.:				12,493.54	.00	
60-64-200-720.0 LINE REPLACEMNT - CITY WIDE						
HORROCKS ENGINEERS INC.	71955	TASK 21-14 CONSTRUCTION ENGINEE	09/10/22	26.25	.00	
HORROCKS ENGINEERS INC.	71955	TASK 21-15 CONSTRUCTION ENGINEE	09/10/22	262.50	.00	
HORROCKS ENGINEERS INC.	71955	TASK 22-04 DAVIS AVE THOMPSON AVE	09/10/22	5,283.97	.00	
Total 60-64-200-720.0 LINE REPLACEMNT - CITY WIDE:				5,572.72	.00	
Total WATER DISTRIBUTION:				64,377.19	.00	
WATER TREATMENT						
60-65-150-200.0 OFFICE SUPPLIES						
ALSCO	LBOI2015940	SHOP TOWELS, DUST MOP, WET MOP,	08/30/22	58.87	.00	
RICOH AMERICAS CORP.	5065464040-WT	RICOH MPC2004EX ADDITIONAL IMAG	09/01/22	45.46	.00	
Total 60-65-150-200.0 OFFICE SUPPLIES:				104.33	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
60-65-150-222.0 CHEMICALS						
UNIVAR SOLUTIONS USA INC	50525783	Blanket PO for Water Treatment Chemical	08/31/22	2,920.00	.00	
THATCHER COMPANY	2022100119905	Blanket PO for WT chemicals for the rest o	08/11/22	4,946.01	.00	
Total 60-65-150-222.0 CHEMICALS:				7,866.01	.00	
60-65-150-240.0 MINOR EQUIPMENT						
IDEXX DISTRIBUTION INC	3110134215	Total coliform bacteria testing equipment	07/11/22	265.92	.00	
IDEXX DISTRIBUTION INC	3110182774	Total coliform bacteria testing equipment	07/12/22	1,667.38	.00	
Total 60-65-150-240.0 MINOR EQUIPMENT:				1,933.30	.00	
60-65-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	83526535-WT	FUEL	09/06/22	126.33	.00	
Total 60-65-150-250.0 MOTOR FUELS AND LUBRICANTS:				126.33	.00	
60-65-150-260.0 POSTAGE						
UNITED PARCEL SERVICE	8459E3372	SHIPPING	09/10/22	28.66	.00	
Total 60-65-150-260.0 POSTAGE:				28.66	.00	
60-65-150-302.0 LABORATORY TESTING						
ANALYTICAL LABORATORIES INC.	93321	LABORATORY TESTING	08/31/22	170.15	.00	
ANALYTICAL LABORATORIES INC.	93322	LABORATORY TESTING	08/31/22	139.00	.00	
Total 60-65-150-302.0 LABORATORY TESTING:				309.15	.00	
60-65-150-350.0 ENGINEER SERVICES						
CLEAR SOLUTIONS ENGINEERING	198	Miscellaneous water engineering services	09/01/22	1,642.50	.00	
HORROCKS ENGINEERS INC.	71955	TASK 22-01 MISCELLANEOUS WATER E	09/10/22	153.12	.00	
Total 60-65-150-350.0 ENGINEER SERVICES:				1,795.62	.00	
60-65-150-440.0 PROFESSIONAL DEVELOPMENT						
IDAHO RURAL WATER ASSOCIATION	21770	FILTRATION CLASS - HYMAN, SOLIS, L	08/03/22	360.00	.00	
Total 60-65-150-440.0 PROFESSIONAL DEVELOPMENT:				360.00	.00	
60-65-150-460.0 TELEPHONE						
VERIZON WIRELESS	9914833057	CELLULAR PHONE SERVICE	09/01/22	46.60	.00	
ZIPLY FIBER	0922-1008	208-634-1008-062703-8	09/01/22	65.61	.00	
ZIPLY FIBER	0922-1252	208-634-1252-032097-8	09/01/22	336.27	.00	
Total 60-65-150-460.0 TELEPHONE:				448.48	.00	
60-65-150-496.0 DEQ ASSESSMENT & WATER						
DEPT. OF ENVIR. QUALITY-IDAHO	20231048	ANNUAL FEE ASSESSMENT - ID443003	10/01/22	10,988.00	.00	
Total 60-65-150-496.0 DEQ ASSESSMENT & WATER:				10,988.00	.00	
60-65-200-706.0 INTAKE BLDG IMPROVEMENTS						
CLEAR SOLUTIONS ENGINEERING	197	Clear Solutions Davis Intake Station Desig	09/12/22	3,547.50	.00	
Total 60-65-200-706.0 INTAKE BLDG IMPROVEMENTS:				3,547.50	.00	
Total WATER TREATMENT:				27,507.38	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total WATER FUND:				91,884.57	.00	
DT W URBAN RENEWAL PRJ.						
DT W URBAN RENEWAL PRJ EXPNSES						
91-40-150-300.0 PROFESSIONAL SERVICES						
I C R M P	18024 - 2023 - 1	10/01/2022 - 09/30/2023 POLICY YEAR A	10/01/22	1,889.00	.00	
Total 91-40-150-300.0 PROFESSIONAL SERVICES:				1,889.00	.00	
91-40-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
STAR NEWS, THE	58654	MRA budget	08/11/22	1,080.00	.00	
Total 91-40-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				1,080.00	.00	
Total DT W URBAN RENEWAL PRJ EXPNSES:				2,969.00	.00	
Total DT W URBAN RENEWAL PRJ.:				2,969.00	.00	
Grand Totals:				764,056.16	99,660.32	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
A & I DISTRIBUTORS					
1037	A & I DISTRIBUTORS	3837132	2/2.5 GAL DEF	09/01/22	246.25
Total A & I DISTRIBUTORS:					246.25
AFLAC					
1680	AFLAC	659184	PREMIUMS - A/C #OLF52	08/25/22	106.52
Total AFLAC:					106.52
ALBERTSONS LLC					
1850	ALBERTSONS LLC	00432372-081	ALL STAFF MTG	08/17/22	23.70
1850	ALBERTSONS LLC	00662491-081	MT BIKE PROGRAMS	08/17/22	19.78
1850	ALBERTSONS LLC	00721710-091	SENIOR SOFTBALL PROGRAMS	09/10/22	15.45
1850	ALBERTSONS LLC	00801736-081	MT BIKE PROGRAMS	08/13/22	56.00
1850	ALBERTSONS LLC	00805839-090	REC EVENT SUPPLIES AND OFFI	09/02/22	55.16
Total ALBERTSONS LLC:					170.09
ALLWEST TESTING & ENGINEERING INC					
1948	ALLWEST TESTING & ENGINEE	23785	GEOTECHNICAL EVELUATION F	03/03/22	6,550.00
Total ALLWEST TESTING & ENGINEERING INC:					6,550.00
ALSCO					
2300	ALSCO	LBOI2012351	SHOP TOWELS, DUST MOP, WET	08/16/22	56.42
2300	ALSCO	LBOI2015940	SHOP TOWELS, DUST MOP, WET	08/30/22	58.87
2300	ALSCO	LBOI2017701	SHOP TOWELS, LAUNDRY BAG,	09/06/22	48.27
2300	ALSCO	LBOI2017708	MATS	09/06/22	82.96
2300	ALSCO	LBOI2019494	SHOP TOWELS, LAUNDRY BAG,	09/13/22	48.27
2300	ALSCO	LBOI2019501	MATS	09/13/22	82.96
Total ALSCO:					377.75
ANALYTICAL LABORATORIES INC.					
2790	ANALYTICAL LABORATORIES IN	93321	LABORATORY TESTING	08/31/22	910.00
2790	ANALYTICAL LABORATORIES IN	93321	LABORATORY TESTING	08/31/22	170.15
2790	ANALYTICAL LABORATORIES IN	93322	LABORATORY TESTING	08/31/22	139.00
Total ANALYTICAL LABORATORIES INC.:					1,219.15
BARRIER BUILDING INC					
3859	BARRIER BUILDING INC	2212-04	Construction Management for 1614	09/08/22	12,229.38
Total BARRIER BUILDING INC:					12,229.38
BEST WESTERN COEUR D'ALENE INN					
4270	BEST WESTERN COEUR D'ALE	123047912	MANAGING NARCOTICS INFORM	09/08/22	302.40
4270	BEST WESTERN COEUR D'ALE	123047950	MANAGING NARCOTICS INFORM	09/08/22	302.40
4270	BEST WESTERN COEUR D'ALE	42430	INSTRUCTOR DEVELOPMENT - P	08/12/22	766.50
Total BEST WESTERN COEUR D'ALENE INN:					1,371.30

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
BLUE RIBBON LINEN SUPPLY INC.					
4745	BLUE RIBBON LINEN SUPPLY I	388745	FLOOR MATS	09/02/22	26.08
Total BLUE RIBBON LINEN SUPPLY INC.:					26.08
BOARDTRONICS INC.					
4767	BOARDTRONICS INC.	20709	24 station Timing Mechanism	09/13/22	799.98
Total BOARDTRONICS INC.:					799.98
BOISE OFFICE EQUIPMENT					
4870	BOISE OFFICE EQUIPMENT	IN2931513	XEROX XALC8045'S OVERAGE C	09/12/22	54.86
4870	BOISE OFFICE EQUIPMENT	IN2931513	XEROX XALC8045'S OVERAGE C	09/12/22	69.63
4870	BOISE OFFICE EQUIPMENT	IN2931513	XEROX XALC8070H2 OVERAGE	09/12/22	197.77
Total BOISE OFFICE EQUIPMENT:					322.26
BOWEN COLLINS & ASSOCIATES INC					
2143	BOWEN COLLINS & ASSOCIATE	29202	Water Rate Study Update	08/08/22	11,196.75
Total BOWEN COLLINS & ASSOCIATES INC:					11,196.75
BUILDERS FIRSTSOURCE INC.					
5763	BUILDERS FIRSTSOURCE INC.	86064987	BOLTS,2X6-16	09/06/22	115.68
5763	BUILDERS FIRSTSOURCE INC.	86068606	2X8-16	09/07/22	64.90
5763	BUILDERS FIRSTSOURCE INC.	86079388	2X4-8	09/08/22	11.48
Total BUILDERS FIRSTSOURCE INC.:					192.06
C & B OPERATIONS LLC					
5923	C & B OPERATIONS LLC	11789125	FUEL FILTER	08/09/22	131.55
5923	C & B OPERATIONS LLC	11790139	PIN	08/10/22	124.67
5923	C & B OPERATIONS LLC	11795227	DRAWER, FILTER, ORING	08/12/22	65.38
Total C & B OPERATIONS LLC:					321.60
C & M LUMBER CO. INC.					
5980	C & M LUMBER CO. INC.	491610	FIELD MARKER	09/06/22	51.98
Total C & M LUMBER CO. INC.:					51.98
CASCADE COMMUNICATIONS LLC					
6324	CASCADE COMMUNICATIONS L	372	Utility move on Clements Rd - Inclu	08/20/22	12,424.20
6324	CASCADE COMMUNICATIONS L	373	Ground work and fiber termination	08/20/22	6,765.00
Total CASCADE COMMUNICATIONS LLC:					19,189.20
CASELLE INC.					
6420	CASELLE INC.	119712	SOFTWARE SUPPORT CONTRA	10/01/22	23,495.00
Total CASELLE INC.:					23,495.00
CHEVRON TEXACO					
6760	CHEVRON TEXACO	83526535-WT	FUEL	09/06/22	1,880.44

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
6760	CHEVRON TEXACO	83526535-WT	FUEL	09/06/22	126.33
6760	CHEVRON TEXACO	83526615-CD	FUEL	09/06/22	231.77
6760	CHEVRON TEXACO	83526953-PW	FUEL	09/06/22	2,653.40
6760	CHEVRON TEXACO	83527344-PD	FUEL	09/06/22	3,882.75
6760	CHEVRON TEXACO	83527487-PR	FUEL	09/06/22	55.66
6760	CHEVRON TEXACO	83527487-PR	FUEL	09/06/22	1,238.13
Total CHEVRON TEXACO:					10,068.48
CLEAR SOLUTIONS ENGINEERING					
7076	CLEAR SOLUTIONS ENGINEERI	196	WATER STORAGE TANK EVALUA	09/12/22	1,825.00
7076	CLEAR SOLUTIONS ENGINEERI	197	Clear Solutions Davis Intake Statio	09/12/22	3,547.50
7076	CLEAR SOLUTIONS ENGINEERI	198	Miscellaneous water engineering s	09/01/22	1,642.50
Total CLEAR SOLUTIONS ENGINEERING:					7,015.00
COLONIAL LIFE & ACCIDENT					
7460	COLONIAL LIFE & ACCIDENT	328972509011	PREMIUMS - BCN E3289725	09/01/22	451.12
Total COLONIAL LIFE & ACCIDENT:					451.12
CONCRETE CONSTRUCTION SUPPLY					
7670	CONCRETE CONSTRUCTION S	M61994	REPAIR KIT	09/07/22	34.00
Total CONCRETE CONSTRUCTION SUPPLY:					34.00
DELTA DENTAL PLAN OF IDAHO					
8860	DELTA DENTAL PLAN OF IDAHO	202209	PREMIUMS - #2667-0000	08/22/22	3,169.74
8860	DELTA DENTAL PLAN OF IDAHO	220209 - COB	PREMIUMS - #2667-0000/COBRA	08/22/22	115.56
Total DELTA DENTAL PLAN OF IDAHO:					3,285.30
DEPT. OF ENVIR. QUALITY-IDAHO					
15700	DEPT. OF ENVIR. QUALITY-IDA	20231048	ANNUAL FEE ASSESSMENT - ID4	10/01/22	10,988.00
Total DEPT. OF ENVIR. QUALITY-IDAHO:					10,988.00
DIAMOND FUEL & FEED SUPPLY INC.					
9080	DIAMOND FUEL & FEED SUPPL	29305	FY22 Fuel	09/07/22	848.90
9080	DIAMOND FUEL & FEED SUPPL	29306	FY22 Fuel	09/07/22	1,081.21
Total DIAMOND FUEL & FEED SUPPLY INC.:					1,930.11
DIGLINE INC.					
9140	DIGLINE INC.	68979-IN	CITY OF MCCALL FIBER ADDITIO	08/31/22	59.84
9140	DIGLINE INC.	68979-IN	CITY OF MCCALL WATER ADDITI	08/31/22	201.96
9140	DIGLINE INC.	68979-IN	CITY OF MCCALL PARKS ADDITI	08/31/22	20.57
Total DIGLINE INC.:					282.37
DION, MICHAEL					
6259	DION, MICHAEL	531	Foundation for the Toaster Project	08/30/22	19,650.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total DION, MICHAEL:					19,650.00
FERGUSON ENTERPRISES #3007					
26140	FERGUSON ENTERPRISES #30	835913	SENIOR CENTER GROUNDS PAR	09/08/22	160.37
Total FERGUSON ENTERPRISES #3007:					160.37
FERGUSON WATERWORKS					
10750	FERGUSON WATERWORKS	810928	METER ACCOUNT	08/29/22	859.20
10750	FERGUSON WATERWORKS	830506	DISTRIBUTION INFRASTRUCTUR	08/11/22	1,940.29
10750	FERGUSON WATERWORKS	832863	GaTE VLV	09/01/22	756.22
Total FERGUSON WATERWORKS:					3,555.71
FORSGREN ASSOCIATES INC					
11229	FORSGREN ASSOCIATES INC	222309	02-20-0115 MISSION ST, SOUTH	06/25/22	953.82
11229	FORSGREN ASSOCIATES INC	222309	02-20-0115 MISSION ST, SOUTH	06/25/22	75.56
11229	FORSGREN ASSOCIATES INC	222310	02-20-0115 MISSION ST, SOUTH	06/25/22	15,226.98
11229	FORSGREN ASSOCIATES INC	222310	02-20-0115 MISSION ST, SOUTH	06/25/22	1,206.20
11229	FORSGREN ASSOCIATES INC	222396	Design/Coordination for undergrou	07/25/22	817.50
Total FORSGREN ASSOCIATES INC:					18,280.06
GALLS					
11640	GALLS	022075303	LINE RIGHT CHEST EMBROIDER	09/08/22	11.60
Total GALLS:					11.60
GCSA					
11860	GCSA	2917	FALL MEETING REGISTRATION	10/01/22	270.00
Total GCSA:					270.00
GEM STATE PAPER & SUPPLY					
11940	GEM STATE PAPER & SUPPLY	3062439	BATHROOM SUPPLIES	09/01/22	253.96
11940	GEM STATE PAPER & SUPPLY	3062445	45 GALLON BAGS	09/01/22	157.68
Total GEM STATE PAPER & SUPPLY:					411.64
GRAINGER					
32180	GRAINGER	9440353697	PADLOCK SEALS	09/09/22	85.12
Total GRAINGER:					85.12
GRANITE EXCAVATION INC.					
12385	GRANITE EXCAVATION INC.	20410	Senior Center sewer line replacem	09/12/22	1,649.36
12385	GRANITE EXCAVATION INC.	20410	Blanket PO for McCall Senior Cent	09/12/22	1,154.58
Total GRANITE EXCAVATION INC.:					2,803.94
GUARDIAN					
4258	GUARDIAN	202209	GROUP ID: 00 025439 PREMIUM	09/01/22	1,152.51

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total GUARDIAN:					1,152.51
HIGH MOUNTAIN NURSERY INC.					
13720	HIGH MOUNTAIN NURSERY INC	62919	FLOWERS	06/01/22	93.69
13720	HIGH MOUNTAIN NURSERY INC	62978	FLOWERS	06/02/22	106.34
13720	HIGH MOUNTAIN NURSERY INC	63152	TREES	06/07/22	86.40
13720	HIGH MOUNTAIN NURSERY INC	63244	FLOWERS	06/09/22	53.33
13720	HIGH MOUNTAIN NURSERY INC	64608	TREE	07/15/22	27.00
13720	HIGH MOUNTAIN NURSERY INC	65406	TREE	08/26/22	27.00
Total HIGH MOUNTAIN NURSERY INC.:					393.76
HORROCKS ENGINEERS INC.					
14123	HORROCKS ENGINEERS INC.	71955	TO 22-04 Davis Ave, Thompson Av	09/10/22	10,569.53
14123	HORROCKS ENGINEERS INC.	71955	TASK 17-03 C 2ND STREET AND	09/10/22	131.25
14123	HORROCKS ENGINEERS INC.	71955	TASK 21-04 A E. LAKE STREET W	09/10/22	52.50
14123	HORROCKS ENGINEERS INC.	71955	TASK 21-12 SHORE LODGE PUM	09/10/22	10,587.60
14123	HORROCKS ENGINEERS INC.	71955	TASK 21-14 CONSTRUCTION EN	09/10/22	26.25
14123	HORROCKS ENGINEERS INC.	71955	TASK 21-15 CONSTRUCTION EN	09/10/22	262.50
14123	HORROCKS ENGINEERS INC.	71955	TASK 21-16A DEINHARD LANE FI	09/10/22	11,692.66
14123	HORROCKS ENGINEERS INC.	71955	TASK 21-18 PUBLIC WORKS FACI	09/10/22	169.01
14123	HORROCKS ENGINEERS INC.	71955	TASK 22-01 MISCELLANEOUS W	09/10/22	153.13
14123	HORROCKS ENGINEERS INC.	71955	TASK 22-01 MISCELLANEOUS W	09/10/22	153.12
14123	HORROCKS ENGINEERS INC.	71955	TASK 22-02 MISCELLANEOUS TR	09/10/22	5,254.17
14123	HORROCKS ENGINEERS INC.	71955	TASK 22-04 DAVIS AVE THOMPS	09/10/22	5,283.97
14123	HORROCKS ENGINEERS INC.	71955	TASK 22-05 SHORE LODGE PUM	09/10/22	1,905.94
Total HORROCKS ENGINEERS INC.:					46,241.63
I C R M P					
14700	I C R M P	02115 - 2023 -	10/01/2022 - 09/30/2023 POLICY Y	10/01/22	186,504.00
14700	I C R M P	18024 - 2023 -	10/01/2022 - 09/30/2023 POLICY Y	10/01/22	1,889.00
Total I C R M P:					188,393.00
IDAHO RURAL WATER ASSOCIATION					
15460	IDAHO RURAL WATER ASSOCIA	21770	FILTRATION CLASS - HYMAN, SO	08/03/22	360.00
Total IDAHO RURAL WATER ASSOCIATION:					360.00
IDEXX DISTRIBUTION INC					
4286	IDEXX DISTRIBUTION INC	3110134214	Total coliform bacteria testing equip	07/11/22	62.19
4286	IDEXX DISTRIBUTION INC	3110134215	Total coliform bacteria testing equip	07/11/22	265.92
4286	IDEXX DISTRIBUTION INC	3110182774	Total coliform bacteria testing equip	07/12/22	1,667.37
4286	IDEXX DISTRIBUTION INC	3110182774	Total coliform bacteria testing equip	07/12/22	1,667.38
Total IDEXX DISTRIBUTION INC:					3,662.86
IEC GROUP INC					
4652	IEC GROUP INC	INVP107825	FY22 SALARY SURVEY DATA NW	10/01/21	2,200.00
Total IEC GROUP INC:					2,200.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
III-A TRUST					
15735	III-A TRUST	202209	PREMIUMS - #142-MCCALL	09/01/22	91,083.00
15735	III-A TRUST	202209	VISION PREMIUMS - #142-MCCA	09/01/22	956.00
Total III-A TRUST:					92,039.00
JERRY'S AUTO PARTS					
16890	JERRY'S AUTO PARTS	297051	BRAKE cleaner	08/29/22	24.52
16890	JERRY'S AUTO PARTS	297814	THROTTLE POSITION SENSOR	09/02/22	72.07
16890	JERRY'S AUTO PARTS	297929	ATF FOR PRIMING FUEL FILTER	09/02/22	74.16
16890	JERRY'S AUTO PARTS	298258	ANTIFREEZE	09/06/22	28.76
16890	JERRY'S AUTO PARTS	298310	DC INVERTER	09/06/22	69.39
16890	JERRY'S AUTO PARTS	298537	ANTIFREEZE	09/07/22	41.94
16890	JERRY'S AUTO PARTS	298562	MOTOR OIL ANALYSIS KIT	09/07/22	64.10
16890	JERRY'S AUTO PARTS	299004	FRZ PLUGS	09/09/22	4.94
16890	JERRY'S AUTO PARTS	299521	SPARK PLUG, FUEL FILTER	09/12/22	8.02
16890	JERRY'S AUTO PARTS	299527	OIL FILTER	09/12/22	6.58
16890	JERRY'S AUTO PARTS	299561	FUEL FILTER	09/12/22	3.27
16890	JERRY'S AUTO PARTS	299683	SAFE T STAT	09/13/22	15.15
16890	JERRY'S AUTO PARTS	299894	SPARK PLUG	09/14/22	8.01
Total JERRY'S AUTO PARTS:					420.91
KDZY 98.3 FM					
17290	KDZY 98.3 FM	22080293	RADIO SPOTS - NOXIOUS WEED	08/31/22	192.00
Total KDZY 98.3 FM:					192.00
LACASTA FARMS LLC					
4369	LACASTA FARMS LLC	128306	DBL PAYMENT FOR WATER JULY	09/13/22	60.76
Total LACASTA FARMS LLC:					60.76
LAWSON PRODUCTS INC.					
18440	LAWSON PRODUCTS INC.	9309903667	KEY CABINET	09/06/22	231.35
Total LAWSON PRODUCTS INC.:					231.35
LES SCHWAB TIRE CENTERS					
18700	LES SCHWAB TIRE CENTERS	12500367721	TIRES - RANGER	09/01/22	503.84
18700	LES SCHWAB TIRE CENTERS	12500369018	Two sets of tires for new patrol vehi	09/12/22	1,364.23
Total LES SCHWAB TIRE CENTERS:					1,868.07
LICK CREEK PROPERTY LLC					
4965	LICK CREEK PROPERTY LLC	20220906	ENGINEERING BILLING	09/06/22	56.25
Total LICK CREEK PROPERTY LLC:					56.25
LIFELOC TECHNOLOGIES INC.					
18950	LIFELOC TECHNOLOGIES INC.	371086	PRINTER KIT	09/08/22	543.58
Total LIFELOC TECHNOLOGIES INC.:					543.58

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
MANCHESTER ICE & EVENT CENTRE					
19750	MANCHESTER ICE & EVENT CE	22-47	REPAIR ZAMBONI	09/06/22	3,000.00
Total MANCHESTER ICE & EVENT CENTRE:					3,000.00
MAY HARDWARE INC.					
20160	MAY HARDWARE INC.	51475	KEYS	09/01/22	25.11
20160	MAY HARDWARE INC.	51476	RETURN KEY	09/01/22	5.02-
20160	MAY HARDWARE INC.	51651	DISTILLED WATER, BRACKET, MI	09/03/22	20.20
20160	MAY HARDWARE INC.	51739	KEY BLANK	09/06/22	9.00
20160	MAY HARDWARE INC.	51774	STRIPING PAINT	09/06/22	9.89
20160	MAY HARDWARE INC.	51776	STRIPING PAINT	09/06/22	118.69
20160	MAY HARDWARE INC.	51825	PINESOL	09/07/22	12.59
20160	MAY HARDWARE INC.	51897	LOCK SERVICE	09/07/22	152.80
20160	MAY HARDWARE INC.	51901	TRIM BRUSH	09/07/22	7.73
20160	MAY HARDWARE INC.	52066	STIHL 3/8 CHAIN	09/09/22	5.99
20160	MAY HARDWARE INC.	52159	GLOVES, ACE LINE LEVEL	09/10/22	11.86
20160	MAY HARDWARE INC.	52221	LEADER HOSE	09/12/22	26.97
20160	MAY HARDWARE INC.	52240	AUTO FUSES	09/12/22	13.47
20160	MAY HARDWARE INC.	52246	FML DISCONNECT, INSUL DISCO	09/12/22	34.44
20160	MAY HARDWARE INC.	52353	GARDEN KNEELER, PVC CEMEN	09/13/22	24.82
Total MAY HARDWARE INC.:					468.54
McCALL AREA CHAMBER OF					
20420	McCALL AREA CHAMBER OF	22-36	WINTER CARNIVAL FIREWORKS	09/06/22	3,000.00
Total McCALL AREA CHAMBER OF:					3,000.00
MILBURN, TORI					
4396	MILBURN, TORI	20220906	REFUND PARK DEPOSIT	09/06/22	200.00
Total MILBURN, TORI:					200.00
MOORE, CHARLES					
4389	MOORE, CHARLES	20220816	COORDINATOR - ADULT SOFTBA	08/16/22	720.00
Total MOORE, CHARLES:					720.00
MOUNTAINLAND SUPPLY					
5926	MOUNTAINLAND SUPPLY	S104856766.0	Blanket PO for water meter parts &	09/06/22	11,527.47
5926	MOUNTAINLAND SUPPLY	S104861890.0	15" storm water pipe	09/01/22	6,582.35
Total MOUNTAINLAND SUPPLY:					18,109.82
MSBT LAW CHTD.					
22100	MSBT LAW CHTD.	75109	PROSECUTING SERVICES-F2393	08/31/22	4,166.66
Total MSBT LAW CHTD.:					4,166.66
N & S TRACTOR					
5193	N & S TRACTOR	EL00408	Disc Mower with CAT II Hitch	09/06/22	18,120.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total N & S TRACTOR:					18,120.00
NCPERS GROUP LIFE INS					
22580	NCPERS GROUP LIFE INS	C440922	PREMIUMS - C44000000000	08/01/22	16.00
Total NCPERS GROUP LIFE INS:					16.00
NORCO INC.					
22940	NORCO INC.	325291993	CYLINDER RENTAL	06/30/22	24.30
22940	NORCO INC.	35516405	CYLINDER RENTAL	07/31/22	25.11
22940	NORCO INC.	35754059	CYLINDER RENTAL	08/31/22	25.11
22940	NORCO INC.	35754334	CYLINDER RENTAL	08/31/22	7.41
Total NORCO INC.:					81.93
NORTHWEST HARDSCAPE SPECIALTIES					
23110	NORTHWEST HARDSCAPE SPE	3196	This was a Lady's Assoc. project w	08/19/22	46,197.33
Total NORTHWEST HARDSCAPE SPECIALTIES:					46,197.33
NUESYNERGY INC.					
23265	NUESYNERGY INC.	6120	HRA/FSA ADMIN FEES	09/13/22	375.00
23265	NUESYNERGY INC.	6120	COBRA ADMIN FEES	09/13/22	75.00
Total NUESYNERGY INC.:					450.00
OFFICE SAVERS ONLINE					
22363	OFFICE SAVERS ONLINE	20220901	LASER LABELS, TAPE	09/01/22	161.49
22363	OFFICE SAVERS ONLINE	20220901	FILE FOLDER LABELS	09/01/22	33.97
Total OFFICE SAVERS ONLINE:					195.46
PAYETTE LAND TRUST INC					
24142	PAYETTE LAND TRUST INC	22-27	RIVER ACCESS	09/06/22	75,000.00
Total PAYETTE LAND TRUST INC:					75,000.00
PLAYPOWER LT FARMINGTON INC					
24535	PLAYPOWER LT FARMINGTON I	1400261122	EDGING BARRIE GOLD GLOVE P	08/29/22	538.49
Total PLAYPOWER LT FARMINGTON INC:					538.49
RATIO ARCHITECTS LLC					
14410	RATIO ARCHITECTS LLC	19734.000 - 33	Parks Shop design and constructio	08/31/22	1,907.88
Total RATIO ARCHITECTS LLC:					1,907.88
RICOH AMERICAS CORP.					
25770	RICOH AMERICAS CORP.	5065464040-W	RICOH MPC2004EX ADDITIONAL	09/01/22	45.46
Total RICOH AMERICAS CORP.:					45.46

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
RIDLEY'S FAMILY MARKETS					
25800	RIDLEY'S FAMILY MARKETS	0012123743-4	REC PROGRAMS	08/15/22	17.47
25800	RIDLEY'S FAMILY MARKETS	0031608938-4	ALL STAFF MEETING SNACKS	09/07/22	35.24
25800	RIDLEY'S FAMILY MARKETS	00431891313-	SENIOR SOFTBALL TOURNAME	09/08/22	150.36
Total RIDLEY'S FAMILY MARKETS:					203.07
RUSTIC ROAD SHIRT SHOP					
4872	RUSTIC ROAD SHIRT SHOP	2022-0823	T-SHIRTS	08/23/22	110.80
Total RUSTIC ROAD SHIRT SHOP:					110.80
SEMI SERVICE INC					
6458	SEMI SERVICE INC	W 2-11640	New service body for Water truck #	08/31/22	10,892.41
Total SEMI SERVICE INC:					10,892.41
SHADOW TRACKERS					
27504	SHADOW TRACKERS	RDK220619	BACKGROUND CHECKS	09/02/22	30.00
27504	SHADOW TRACKERS	RDK220619	BACKGROUND CHECKS	09/02/22	60.00
Total SHADOW TRACKERS:					90.00
SHRED-IT USA - BOISE					
27890	SHRED-IT USA - BOISE	8002317597	SHREDDING	09/03/22	415.92
27890	SHRED-IT USA - BOISE	8002317597	SHREDDING	09/03/22	199.56
Total SHRED-IT USA - BOISE:					615.48
STAR 95.5 FM McCALL					
28960	STAR 95.5 FM McCALL	22080339	RADIO SPOTS - NOXIOUS WEED	08/31/22	192.00
Total STAR 95.5 FM McCALL:					192.00
STAR NEWS, THE					
28980	STAR NEWS, THE	58654	MRA budget	08/11/22	1,080.00
28980	STAR NEWS, THE	58659	Public Hearing Notice for STR Ord	08/18/22	1,056.00
28980	STAR NEWS, THE	58745	DISPLAY AD - P&Z SEPT 6TH HE	08/11/22	129.96
28980	STAR NEWS, THE	58755	LEGAL AD - BIDS - GOLF COURS	08/25/22	120.12
28980	STAR NEWS, THE	58785	LEGAL AD - CONCESSIONS NOTI	09/08/22	40.76
28980	STAR NEWS, THE	58793	DISPLAY AD - ORDINANCE NO 10	09/01/22	264.00
28980	STAR NEWS, THE	58813	DISPLAY AD - MCCALL COUNCIL	09/08/22	384.00
28980	STAR NEWS, THE	58820	DISPLAY AD - BUDGET AMENDM	09/08/22	792.00
Total STAR NEWS, THE:					3,866.84
STEVE'S HOMETOWN MOTORS INC					
29186	STEVE'S HOMETOWN MOTORS	5009215	ROTOR ASY - BRAKE	08/01/22	232.26
29186	STEVE'S HOMETOWN MOTORS	5009226	FILTER	08/01/22	65.88
Total STEVE'S HOMETOWN MOTORS INC:					298.14
STEWART, NATHAN					
29225	STEWART, NATHAN	20220912	NOVOTX ELEMENTS CONFEREN	09/12/22	888.86

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
29225	STEWART, NATHAN	20220912	WORK BOOTS	09/12/22	159.00
Total STEWART, NATHAN:					1,047.86
STOR-IT SELF STORAGE - McCALL					
29257	STOR-IT SELF STORAGE - McC	38207	Annual rental of two storage units t	10/01/22	5,604.00
Total STOR-IT SELF STORAGE - McCALL:					5,604.00
TEAMSIDELINE.COM					
29832	TEAMSIDELINE.COM	TS-INV-11099	Annual Subscription Fee FY23	10/01/22	1,050.00
Total TEAMSIDELINE.COM:					1,050.00
THATCHER COMPANY					
29996	THATCHER COMPANY	202210011990	Blanket PO for WT chemicals for th	08/11/22	4,946.01
Total THATCHER COMPANY:					4,946.01
TLC PRODUCT/AQUATIC BIOCONTROL					
3033	TLC PRODUCT/AQUATIC BICO	78380	ECO SOCK	10/01/22	426.93
Total TLC PRODUCT/AQUATIC BIOCONTROL:					426.93
TRAFFIC SAFETY SUPPLY CO. INC.					
30443	TRAFFIC SAFETY SUPPLY CO. I	INV051979	NO PARKING ANYTIME SIGNS	08/22/22	963.75
Total TRAFFIC SAFETY SUPPLY CO. INC.:					963.75
TREASURE VALLEY TRANSIT INC.					
30630	TREASURE VALLEY TRANSIT IN	22-04	OPERATION COSTS	09/06/22	40,000.00
Total TREASURE VALLEY TRANSIT INC.:					40,000.00
TURF EQUIPMENT & IRRIGATION					
30880	TURF EQUIPMENT & IRRIGATIO	763204-00	STRATO PRO TRIMMES	09/09/22	779.98
30880	TURF EQUIPMENT & IRRIGATIO	763288-00	CONTROL ARM ASM	09/12/22	106.59
Total TURF EQUIPMENT & IRRIGATION:					886.57
UNITED PARCEL SERVICE					
31280	UNITED PARCEL SERVICE	8459E3372	SHIPPING	09/10/22	107.82
31280	UNITED PARCEL SERVICE	8459E3372	SHIPPING	09/10/22	28.66
Total UNITED PARCEL SERVICE:					136.48
UNIVAR SOLUTIONS USA INC					
8269	UNIVAR SOLUTIONS USA INC	50525783	Blanket PO for Water Treatment Ch	08/31/22	2,920.00
Total UNIVAR SOLUTIONS USA INC:					2,920.00
USABLUEBOOK					
31550	USABLUEBOOK	86884	MID LINE VISE	08/22/22	406.08

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total USABLUBOOK:					406.08
VALLEY COUNTY					
31640	VALLEY COUNTY	2022 - OCTOB	PD FACILITY LEASE	09/12/22	2,700.00
Total VALLEY COUNTY:					2,700.00
VALLEY PAVING & ASPHALT INC.					
31900	VALLEY PAVING & ASPHALT INC	11493	Asphalt	08/31/22	1,482.00
Total VALLEY PAVING & ASPHALT INC.:					1,482.00
VERIZON WIRELESS					
32020	VERIZON WIRELESS	9914405180	CELLULAR PHONE SERVICE	08/26/22	1,183.67
32020	VERIZON WIRELESS	9914833057	CELLULAR PHONE SERVICE	09/01/22	231.66
32020	VERIZON WIRELESS	9914833057	CELLULAR PHONE SERVICE	09/01/22	126.62
32020	VERIZON WIRELESS	9914833057	CELLULAR PHONE SERVICE	09/01/22	292.26
32020	VERIZON WIRELESS	9914833057	CELLULAR PHONE SERVICE	09/01/22	357.52
32020	VERIZON WIRELESS	9914833057	CELLULAR PHONE SERVICE	09/01/22	41.60
32020	VERIZON WIRELESS	9914833057	CELLULAR PHONE SERVICE	09/01/22	174.81
32020	VERIZON WIRELESS	9914833057	CELLULAR PHONE SERVICE	09/01/22	164.81
32020	VERIZON WIRELESS	9914833057	CELLULAR PHONE SERVICE	09/01/22	123.21
32020	VERIZON WIRELESS	9914833057	CELLULAR PHONE SERVICE	09/01/22	46.60
32020	VERIZON WIRELESS	9914833057	CELLULAR PHONE SERVICE	09/01/22	371.70
32020	VERIZON WIRELESS	9914833057	CELLULAR PHONE SERVICE	09/01/22	46.60
Total VERIZON WIRELESS:					3,161.06
VITRUVIAN PLANNING LLC					
7392	VITRUVIAN PLANNING LLC	2022-41	ADA Transition Plan	09/01/22	4,055.00
Total VITRUVIAN PLANNING LLC:					4,055.00
WELLS FARGO EQUIPMENT FINANCE					
32560	WELLS FARGO EQUIPMENT FIN	5021211001-P	XEROX C8045 #603-0173257-000	08/01/22	442.31
32560	WELLS FARGO EQUIPMENT FIN	5021631854-P	XEROX C405 #603-0173151 08/27	09/01/22	65.47
32560	WELLS FARGO EQUIPMENT FIN	5021631854-P	XEROX C405 #603-0173151 08/27	09/01/22	65.47
32560	WELLS FARGO EQUIPMENT FIN	5021721841-FI	XEROX C8045 #603-0214726-000	09/05/22	170.25
Total WELLS FARGO EQUIPMENT FINANCE:					743.50
WESTERN STATES EQUIPMENT CO.					
32820	WESTERN STATES EQUIPMENT	IN002074505	1500 HR SERVICE 950M	07/01/22	691.75
32820	WESTERN STATES EQUIPMENT	IN002130522	TROUBLE SHOOT - TRANSMISSI	08/31/22	555.00
Total WESTERN STATES EQUIPMENT CO.:					1,246.75
WILLAMETTE DENTAL INSURANCE					
33095	WILLAMETTE DENTAL INSURA	202209	PREMIUMS - GROUP #Z1759 - ID	09/01/22	2,609.87
Total WILLAMETTE DENTAL INSURANCE:					2,609.87

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
WORLD WIDE INTERPRETERS					
33335	WORLD WIDE INTERPRETERS	44289	INTERPRETATION	09/08/22	10.88
Total WORLD WIDE INTERPRETERS:					10.88
XERILLION CORPORATION					
33418	XERILLION CORPORATION	INV-02012-Q4J	Global PO# to cover monthly charg	08/31/22	4,170.85
Total XERILLION CORPORATION:					4,170.85
YMC INC.					
33451	YMC INC.	177305	218 PARK ST	08/31/22	170.00
Total YMC INC.:					170.00
ZIPLY FIBER					
33560	ZIPLY FIBER	0922-0267	208-196-0267-051399-9	09/01/22	65.03
33560	ZIPLY FIBER	0922-0944	208-196-0944-080508-9	09/01/22	1,280.00
33560	ZIPLY FIBER	0922-1008	208-634-1008-062703-8	09/01/22	65.61
33560	ZIPLY FIBER	0922-1252	208-634-1252-032097-8	09/01/22	336.27
33560	ZIPLY FIBER	0922-2144	208-634-2144-111299-8	09/01/22	30.54
33560	ZIPLY FIBER	0922-3038	208-634-3038-062090-8	09/01/22	40.53
33560	ZIPLY FIBER	0922-4493	208-634-4493-042005-8	09/01/22	50.43
Total ZIPLY FIBER:					1,868.41
Grand Totals:					764,056.16

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 22-250
Meeting Date September 22, 2022

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	J	Originator
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	n/a	Airport		
FUNDING SOURCE:	n/a	Library		
TIMELINE:	n/a	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

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.

Please see the attached Clerk Report for the last two weeks. Staff has updated the report to separate out short-term rentals (STR) and to show the number of Declaration of Compliance (DOC) documents received. Staff receives more DOCs than business licenses for STRs because the property management companies are taking on additional STR units. Staff are hoped this report tells a more complete story.

RECOMMENDED ACTION:

Council to review the License report.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

City Clerk's License Report

Council Meeting: September 22, 2022

Business License Activity

Business Name	Type of Business	Address	New	Close	Trnsfr	BL#	Issued
No Activity							

Short-Term Rental License Activity

Owner(s)	Rental Address	Business Name	New	Close	BL#	Issued
No Activity						

Declaration of Compliance Activity

Property Management Co.	Owner(s)	Rental Physical Address	Bedrooms	Occupancy	Parking	BL#
DTM Group of Companies	Daniel Murrer	1691 Ginney Way	4	16	4	2447
DTM Group of Companies	Daniel Murrer	1111 Swanie Way	4	16	4	2447

Alcohol License Activity

Business Name	Physical Address	New	Renewal	Closed	BL#	Issued
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
Recovery United, Inc DBA The ROC	2nd Annual Recovery Rally	720 Fairway Dr	Sat, Sept 3	2:00pm - 6:00pm	no

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							

Snow Removal Operator Permit Activity

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

Peddler Permit Activity

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

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 22-258
Meeting Date September 22, 2022

AGENDA ITEM INFORMATION

SUBJECT: <i>Treasurer's Report as Required by IC 50-208</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer	RS	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 August 2022 regarding care, management or disposition of moneys, property or business of the City.

Attached is the August 2022 Report

RECOMMENDED ACTION:

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

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

City of McCall, Idaho
 Monthly Financial Dashboard
 Issued on September 20, 2022



Reporting Period: August 2022

Our Investments and Cash...

Balances as of August 2022

General Fund – Cash & Investments

August 2022	\$ 11,183,982
August 2021	\$ 9,062,439
Unavailable Cash Reserves	\$ 1,580,330
Restricted Cash - Franchise Fees	\$ 1,447,452
Available Cash	\$ 8,156,200

Streets Fund - Cash & Investments

August 2022	\$ 1,594,179
August 2021	\$ 1,542,477
Unavailable Cash Reserves	\$ 449,914
Available Cash	\$ 1,144,265

Library Fund - Cash & Investments

August 2022	\$ 910,589
August 2021	\$ 1,081,162
Unavailable Cash Reserves	\$ 111,254
Restricted Cash - Bldg Fund	\$ 685,696
Available Cash	\$ 113,640

Recreation Fund - Cash & Investments

August 2022	\$ (511,618)
August 2021	\$ 264,016
Unavailable Cash Reserves	\$ 236,870
Available Cash	\$ (748,488)

Airport Fund - Cash & Investments

August 2022	\$ 707,387
August 2021	\$ 966,299
Unavailable Cash Reserves	\$ 75,387
Available Cash	\$ 632,000

Capital Projects Fund-Cash & Investments

August 2022	\$ 77,616
August 2021	\$ 70,393

Local Option Tax - Cash & Investments

August 2022	\$ 3,878,055
August 2021	\$ 1,482,234
Available Cash	\$ 2,395,821

Major Fund Cash Flows...

<u>General Fund Revenues and Expense</u>	<u>As % of Budget</u>	<u>As % of FY16-FY20 Avg. Actual</u>
Fiscal Year 2022 Budget		
Revenues to Date	\$ 8,576,773	71.34%
Expenditures to Date	\$ 5,979,744	49.74%
Revenues over Expenditures	\$ 2,597,029	
<u>Street Fund Revenues and Expenditures</u>		
Fiscal Year 2022 Budget		
Revenues to Date	\$ 2,252,972	72.36%
Expenditures to Date	\$ 2,057,249	66.07%
Revenues over Expenditures	\$ 195,723	
<u>Library Fund Revenues and Expenditures</u>		
Fiscal Year 2022 Budget		
Revenues to Date	\$ 795,807	13.25%
Expenditures to Date	\$ 971,710	16.18%
Revenues over Expenditures	\$ (175,903)	
<u>Recreation Fund Revenues and Expenditures</u>		
Fiscal Year 2022 Budget		
Revenues to Date	\$ 1,898,957	45.46%
Expenditures to Date	\$ 3,250,486	77.81%
Revenues over Expenditures	\$ (1,351,530)	
<u>Airport Fund Revenues and Expenditures</u>		
Fiscal Year 2022 Budget		
Revenues to Date	\$ 2,087,806	77.29%
Expenditures to Date	\$ 2,319,027	85.85%
Revenues over Expenditures	\$ (231,221)	
<u>Local Option Tax - Streets Fund Revenues and Expenditures</u>		
Fiscal Year 2022 Budget		
Revenues to Date	\$ 2,779,962	60.83%
Expenditures to Date	\$ 512,293	11.21%
Revenues over Expenditures	\$ 2,267,670	
<u>Water Fund Revenues and Expenditures</u>		
Fiscal Year 2022 Budget		
Revenues to Date	\$ 3,722,677	104.23%
Expenditures to Date	\$ 2,323,222	65.05%
Revenues over Expenditures	\$ 1,399,455	

City of McCall, Idaho
 Monthly Financial Dashboard
 Issued on September 20, 2022



Reporting Period: August 2022

Specific Revenue Collections at a Glance

		As % of Budget	As % of FY16- FY20 Avg.
Property Tax Collection			
Fiscal Year 2022 Budget	\$ 6,909,090		
Revenues to Date	\$ 6,932,021	100.33%	117.83%
State Shared Revenue Collection			
Fiscal Year 2022 Budget	\$ 1,053,426		
Revenues to Date	\$ 893,584	84.83%	83.98%
Building Permit Revenue Collection			
Fiscal Year 2022 Budget	\$ 450,000		
Revenues to Date	\$ 593,710	131.94%	140.82%
Local Option Tax - Tourism Revenue Collection			
Fiscal Year 2022 Budget	\$ 1,100,000		
Revenues to Date	\$ 928,265	84.39%	168.99%
Local Option Tax - Streets Revenue Collection*			
Fiscal Year 2022 Budget	\$ 2,964,500		
Revenues to Date	\$ 2,637,017	88.95%	124.99%

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

Our Investments and Cash... cont'd

Balances as of August 2022

Golf Fund - Cash & Investments	
August 2022	\$ 1,299,338
August 2021	\$ 882,419
Unavailable Cash Reserves	\$ 205,110
Available Cash	\$ 1,094,228
Water Fund - Cash & Investments	
August 2022	\$ 6,463,013
August 2021	\$ 5,347,289
Unavailable Cash Reserves	\$ 515,500
Restricted Cash - DEQ Loan Reserve	\$ 393,568
Available Cash	\$ 5,553,944

McCall Redevelopment Agency...

		As % of Budget	As % of FY16- FY20 Avg.		
MRA Fund Revenues and Expenditures				Urban Renewal Fund-Cash & Investments	
Fiscal Year 2022 Budget	\$ 567,643			August 2022	\$ 253,039
Revenues to Date	\$ 28,956	5.10%	3.80%	August 2021	\$ 1,249,077
Expenditures to Date	\$ 616,974	108.69%	87.34%	Unavailable Cash Reserves	\$ 100,000
Revenues over Expenditures	\$ (588,018)			Restricted Cash - Bond Reserves	\$ -
Urban Renewal Property Tax Collection				Available Cash	\$ 153,039
Fiscal Year 2022 Budget	\$ 28,105				
Revenue to Date	\$ 28,105	100.00%	3.81%		
MRA Cash Flow					
Prior Year Comparison. . .					
Fiscal Year 2022: August			Fiscal Year 2021: August		
McCall Redevelopment Agency			McCall Redevelopment Agency		
		Percentage			Percentage
Fiscal Year 2022 Budget	\$ 567,643		Fiscal Year 2021 Budget	\$ 2,017,381	
Revenues to Date	\$ 28,956	5.10%	Revenues to Date	\$ 786,800	39.00%
Expenditures to Date	\$ 616,974	108.69%	Expenditures to Date	\$ 842,964	41.79%
Revenues over Expenditures	\$ (588,018)		Revenues over Expenditures	\$ (56,164)	

City of McCall, Idaho
 Monthly Financial Dashboard
 Issued on September 20, 2022



Reporting Period: August 2022

Our Cash Flows Prior Year Comparison

August 2022			August 2021		
<u>General Fund</u>		Percentage	<u>General Fund</u>		Percentage
Fiscal Year 2022 Budget	\$ 12,022,989		Fiscal Year 2021 Budget	\$ 9,957,972	
Revenues to Date	\$ 8,576,773	71.34%	Revenues to Date	\$ 8,401,043	84.36%
Expenditures to Date	\$ 5,979,744	49.74%	Expenditures to Date	\$ 6,564,558	65.92%
Revenues over Expenditures	\$ 2,597,029		Revenues over Expenditures	\$ 1,836,485	
<u>Streets Fund</u>			<u>Streets Fund</u>		
Fiscal Year 2022 Budget	\$ 3,113,593		Fiscal Year 2021 Budget	\$ 2,580,839	
Revenues to Date	\$ 2,252,972	72.36%	Revenues to Date	\$ 2,066,657	80.08%
Expenditures to Date	\$ 2,057,249	66.07%	Expenditures to Date	\$ 1,807,599	70.04%
Revenues over Expenditures	\$ 195,723		Revenues over Expenditures	\$ 259,058	
<u>Library Fund</u>			<u>Library Fund</u>		
Fiscal Year 2022 Budget	\$ 6,005,002		Fiscal Year 2021 Budget	\$ 1,048,664	
Revenues to Date	\$ 795,807	13.25%	Revenues to Date	\$ 682,098	65.04%
Expenditures to Date	\$ 971,710	16.18%	Expenditures to Date	\$ 485,958	46.34%
Revenues over Expenditures	\$ (175,903)		Revenues over Expenditures	\$ 196,139	
<u>Recreation Fund</u>			<u>Recreation Fund</u>		
Fiscal Year 2022 Budget	\$ 4,177,610		Fiscal Year 2021 Budget	\$ 4,859,250	
Revenues to Date	\$ 1,898,957	45.46%	Revenues to Date	\$ 1,659,029	34.14%
Expenditures to Date	\$ 3,250,486	77.81%	Expenditures to Date	\$ 2,046,133	42.11%
Revenues over Expenditures	\$ (1,351,530)		Revenues over Expenditures	\$ (387,104)	
<u>Airport Fund</u>			<u>Airport Fund</u>		
Fiscal Year 2022 Budget	\$ 2,701,319		Fiscal Year 2021 Budget	\$ 3,304,192	
Revenues to Date	\$ 2,087,806	77.29%	Revenues to Date	\$ 2,628,324	79.55%
Expenditures to Date	\$ 2,319,027	85.85%	Expenditures to Date	\$ 2,804,366	84.87%
Revenues over Expenditures	\$ (231,221)		Revenues over Expenditures	\$ (176,042)	
<u>Local Option Tax (Streets) Fund</u>			<u>Local Option Tax (Streets) Fund</u>		
Fiscal Year 2022 Budget	\$ 4,569,926		Fiscal Year 2021 Budget	\$ 2,254,139	
Revenues to Date	\$ 2,779,962	60.83%	Revenues to Date	\$ 2,554,940	113.34%
Expenditures to Date	\$ 512,293	11.21%	Expenditures to Date	\$ 1,593,340	70.69%
Revenues over Expenditures	\$ 2,267,670		Revenues over Expenditures	\$ 961,600	
<u>Golf Fund</u>			<u>Golf Fund</u>		
Fiscal Year 2022 Budget	\$ 1,260,675		Fiscal Year 2021 Budget	\$ 1,275,999	
Revenues to Date	\$ 1,164,261	92.35%	Revenues to Date	\$ 1,103,566	86.49%
Expenditures to Date	\$ 871,128	69.10%	Expenditures to Date	\$ 811,442	63.59%
Revenues over Expenditures	\$ 293,133		Revenues over Expenditures	\$ 292,124	
<u>Water Fund</u>			<u>Water Fund</u>		
Fiscal Year 2022 Budget	\$ 3,571,594		Fiscal Year 2021 Budget	\$ 4,197,499	
Revenues to Date	\$ 3,722,677	104.23%	Revenues to Date	\$ 3,688,067	87.86%
Expenditures to Date	\$ 2,323,222	65.05%	Expenditures to Date	\$ 2,903,793	69.18%
Revenues over Expenditures	\$ 1,399,455		Revenues over Expenditures	\$ 784,275	

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 22-245
Meeting Date September 22, 2022**

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Proclaim October 9-15, 2022 as Fire Prevention Week – “Fire Won’t Wait. Plan Your Escape.”</i>	<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
	Mayor / Council		
	City Manager	ABS	
	Clerk	HU	Originator
	Treasurer		
	Community Development		
	Police Department		
	Public Works		
	Golf Course		
COST IMPACT:	Parks and Recreation		
FUNDING SOURCE:	Airport		
	Library		
TIMELINE:	Information Systems		
	Grant Coordinator		

SUMMARY STATEMENT:

The City of McCall, Idaho is committed to ensuring the safety and security of all those living in and visiting the City. Fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire. This year’s National Fire Protection Association® (NFPA®) Fire Prevention Week campaign is “Fire won’t wait. Plan your escape™”, works to educate everyone about simple but important actions they can take to keep themselves and those around them safe from home fires. Today’s homes burn faster than ever. You may have as little as two minutes (or even less time) to safely escape a home fire from the time the smoke alarm sounds. Your ability to get out of a home during a fire depends on early warning from smoke alarms and advance planning.

Since 1922, the NFPA has sponsored the public observance of Fire Prevention Week. In 1925, President Calvin Coolidge proclaimed Fire Prevention Week a national observance, making it the longest-running public health observance in our country. During Fire Prevention Week, children, adults, and teachers learn how to stay safe in case of a fire. Firefighters provide lifesaving public education in an effort to drastically decrease casualties caused by fires.

Fire Prevention Week is observed each year during the week of October 9th in commemoration of the Great Chicago Fire, which began on October 8, 1871, and caused devastating damage. This horrific conflagration killed more than 250 people, left 100,000 homeless, destroyed more than 17,400 structures, and burned more than 2,000 acres of land.

In an effort to support the national proclamation of Fire Prevention Week and bring awareness to the citizens of McCall, staff requests the Council proclaim October 9-15, 2022 as Fire Prevention Week in McCall. The proclamation is attached. More information and activities can be found on the NFAP website <https://www.nfpa.org/Events/Events/Fire-Prevention-Week/Educate>

RECOMMENDED ACTION:

Proclaim October 9-15, 2022 as Fire Prevention Week throughout the City of McCall and authorize the Mayor to sign the proclamation.

RECORD OF COUNCIL ACTION

<i>MEETING DATE</i>	<i>ACTION</i>



City of McCall

Proclamation

Fire Prevention Week is October 9-15, 2022

“Fire Won’t Wait. Plan Your Escape.”

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

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

WHEREAS, home fires caused 2,580 civilian deaths in the United States in 2020, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 356,500 home fires; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

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

WHEREAS, City of McCall residents should be sure everyone in the home understands the sounds of the smoke alarms and knows how to respond; and

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

WHEREAS, residents will make sure their smoke and carbon monoxide (CO) alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

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

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

WHEREAS, the 2022 Fire Prevention Week™ theme, “Fire won’t wait. Plan your escape.™,” effectively serves to remind us it is important to have a home fire escape plan.

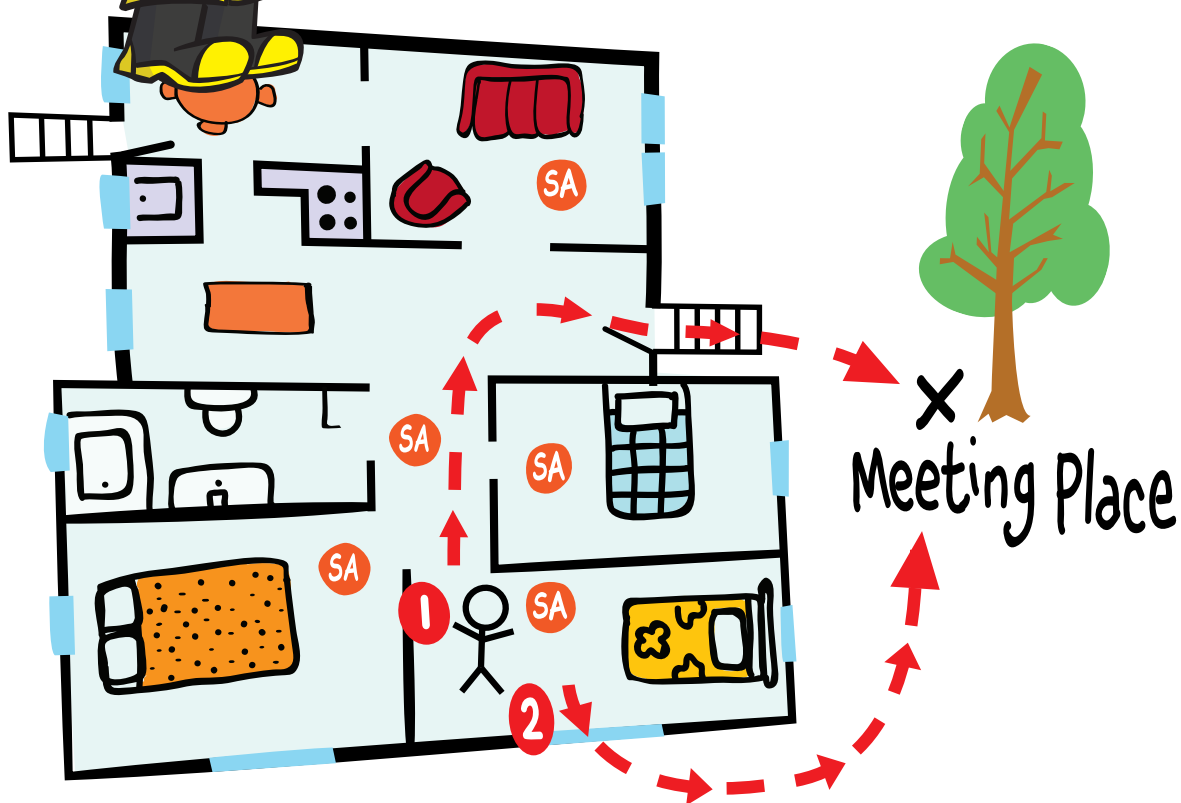
THEREFORE, we, the Mayor and City Council of McCall, Idaho do hereby proclaim October 9-15, 2022, as Fire Prevention Week throughout this city, and we urge all the people of McCall to plan and practice a home fire escape for Fire Prevention Week 2022 and to support the many public safety activities and efforts of the local fire and emergency services.

IN WITNESS WHEREOF, I have hereunto set my hand at the City of McCall in Idaho on this 22nd day of September 2022.

Robert S. Giles, Mayor



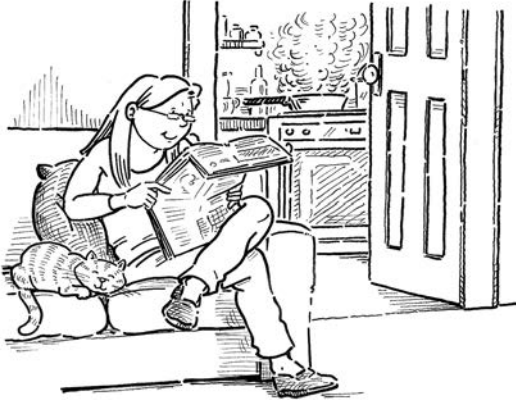
Fire won't wait. Plan your escape.™





Be Fire-Safe in the Kitchen

1. Stay in the kitchen when frying food or cooking with oil or grease.



NO

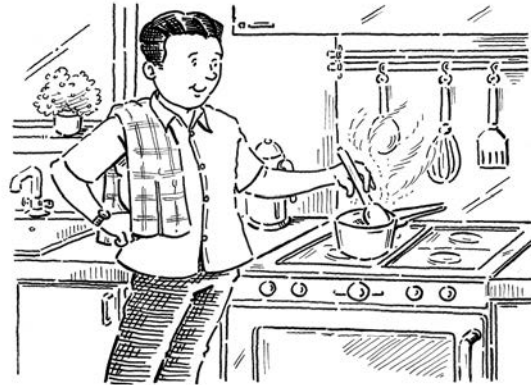


YES

2. Never cook when you are tired.



NO



YES

3. To put out a pan fire, slide a lid over the pan.
Turn off the stove and let the pan cool.



NO



YES

A Recipe for **Keeping Your Community Cooking Safely**

NFPA • 1 Batterymarch Park, Quincy, MA 02169 • www.nfpa.org



Be Fire-Safe in the Kitchen

4. If you have a fire and it does not go out, get out of the home and call the fire department.



NO

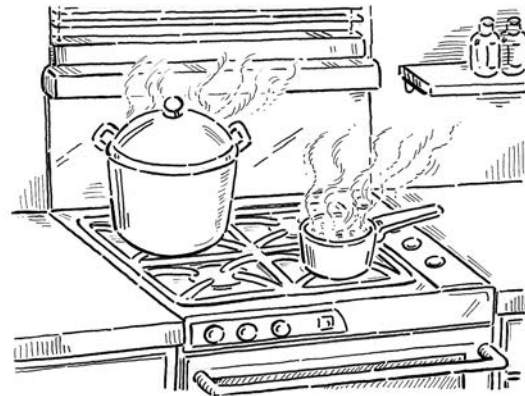


YES

5. Keep things that can burn away from the stove.

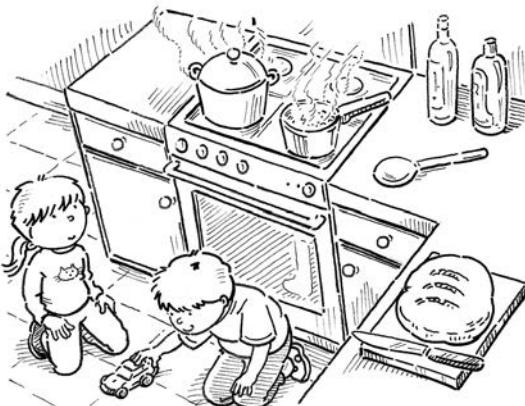


NO

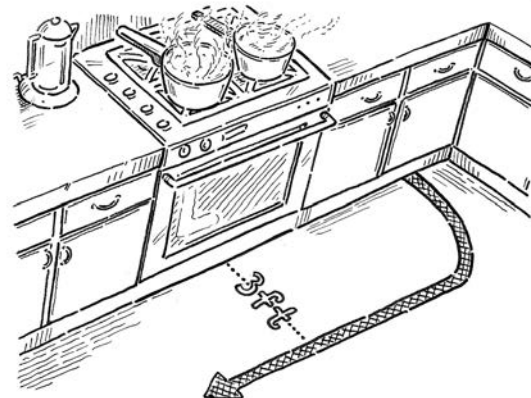


YES

6. Keep kids at least three feet from the stove.



NO



YES

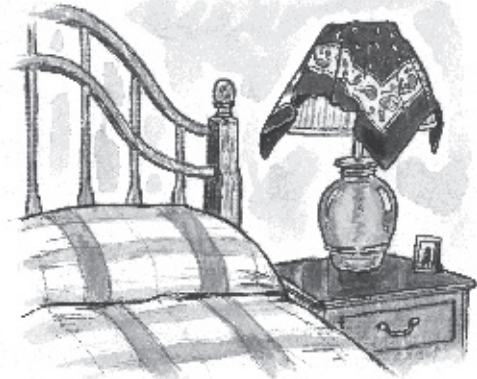
A Recipe for **Keeping Your Community Cooking Safely**

NFPA • 1 Batterymarch Park, Quincy, MA 02169 • www.nfpa.org

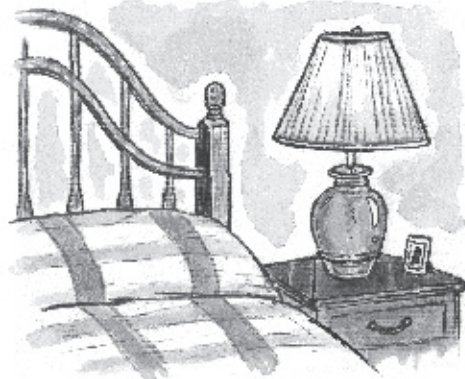
Be Fire-Safe with Electricity

You do not need a flame to start a fire. Fires can start when heat builds up near things that burn. This can happen when a hot light bulb is near things that burn, such as cloth or paper, or when a cord has been placed under a carpet.

Keep things that burn, like scarves or other clothes, off lamps.

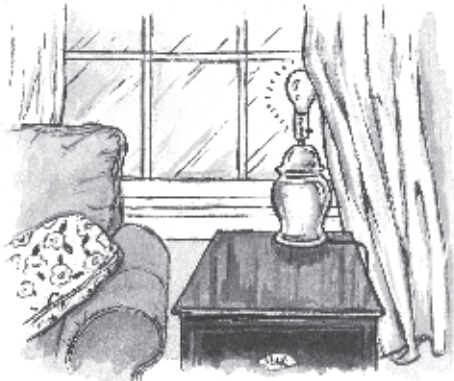


NO

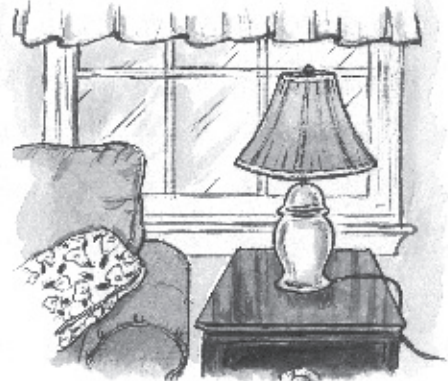


YES

Keep curtains away from light bulbs. Bulbs can get hot and start a fire.

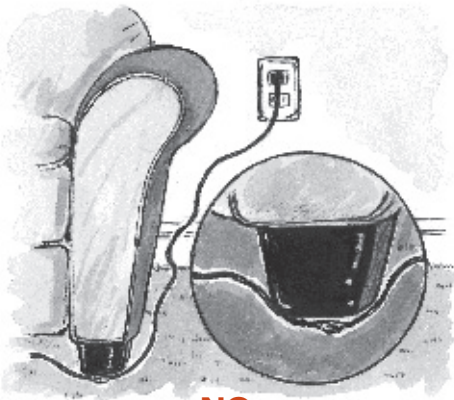


NO

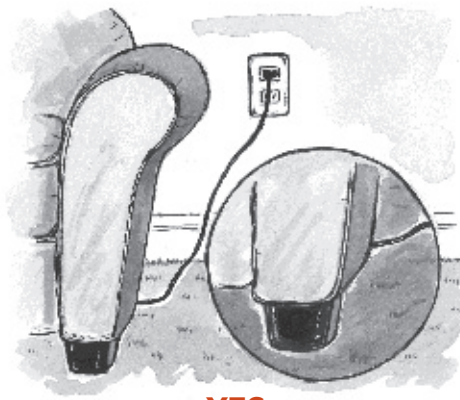


YES

Heavy things placed on top of a cord can wear out the cord and cause a fire.



NO



YES

Illustrations by L.S. Pierce



NATIONAL FIRE PROTECTION ASSOCIATION

The leading information and knowledge resource on fire, electrical and related hazards

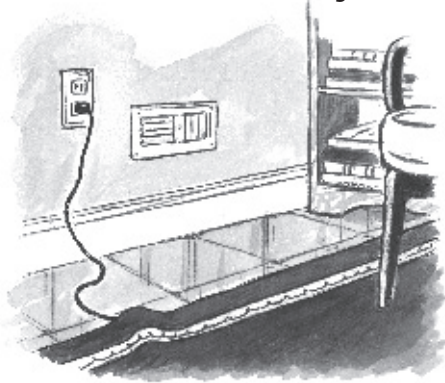
Keeping Your Community Safe and Energized!

www.nfpa.org/education

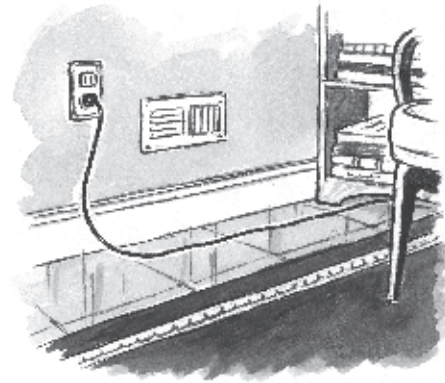
© NFPA 2017

Be Fire-Safe with Electricity

Keep cords from under carpets where people walk on them.
They can wear out and cause a fire.

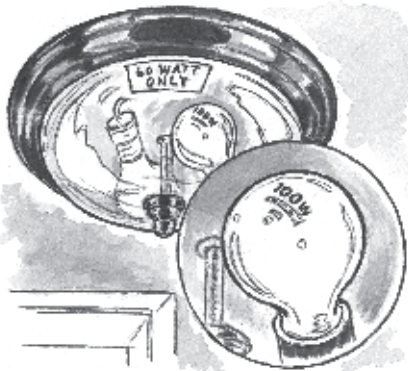


NO

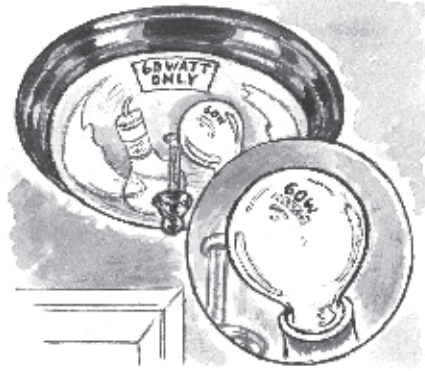


YES

Be sure that the bulbs in your lights match what is safe for the lamp.
There should be a sticker with that information. Here is an example.



NO



YES



**NATIONAL FIRE
PROTECTION ASSOCIATION**

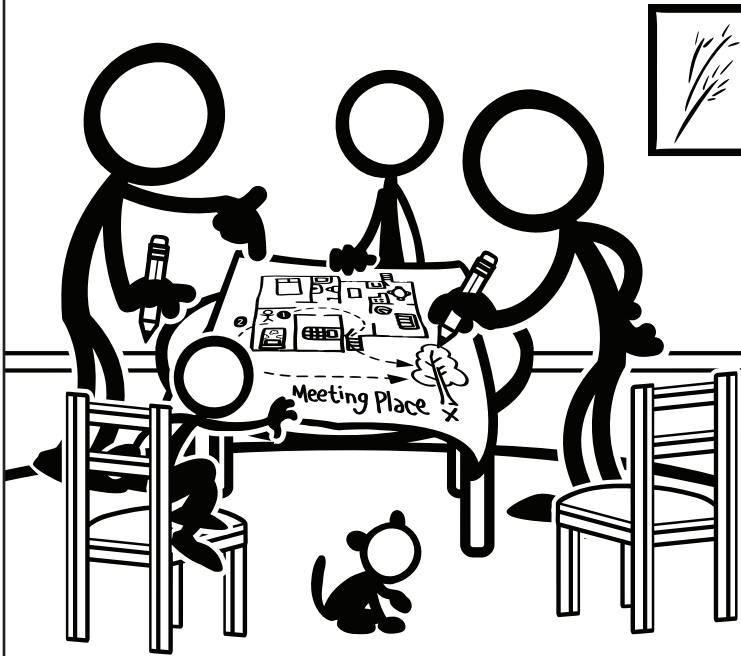
The leading information and knowledge resource
on fire, electrical and related hazards

Keeping Your Community Safe and Energized!

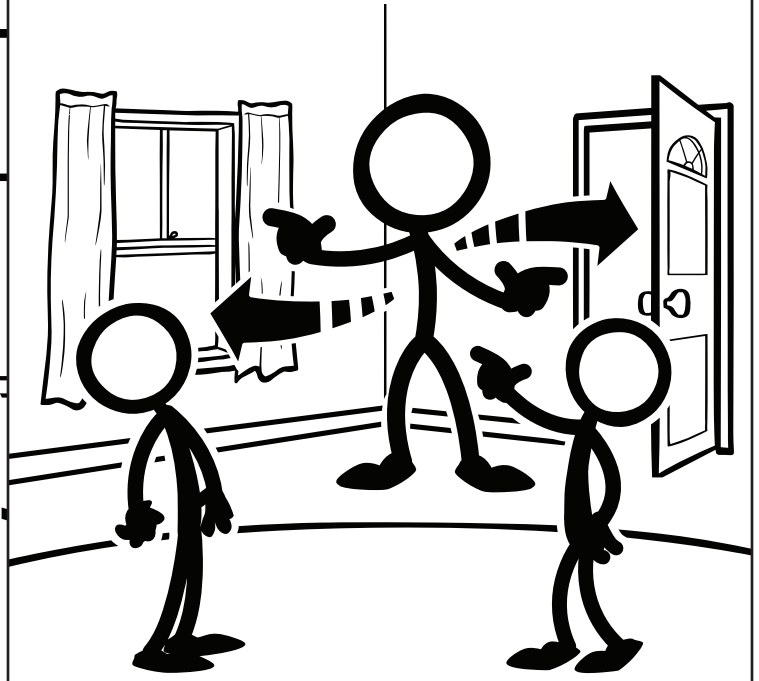
www.nfpa.org/education

© NFPA 2017

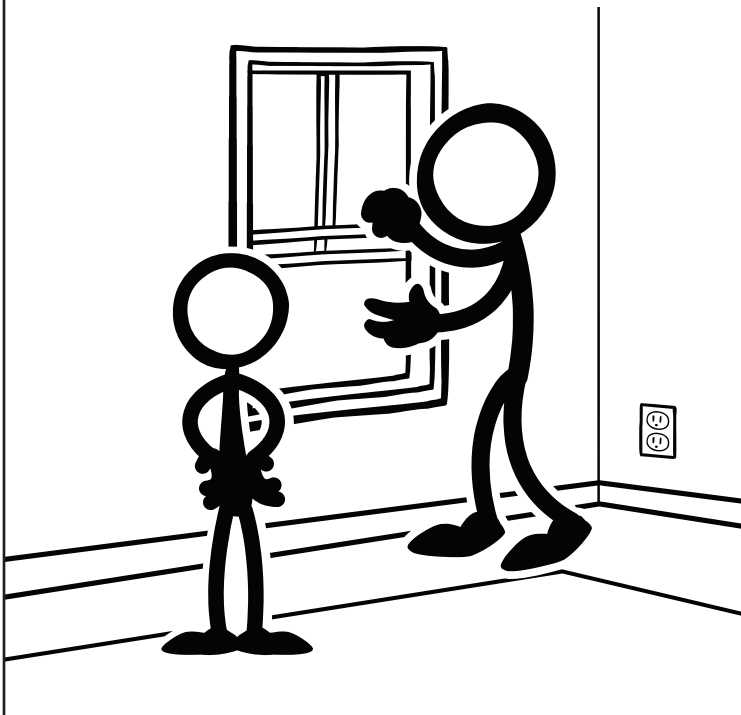
Draw a map of your home.
Include all windows and doors.



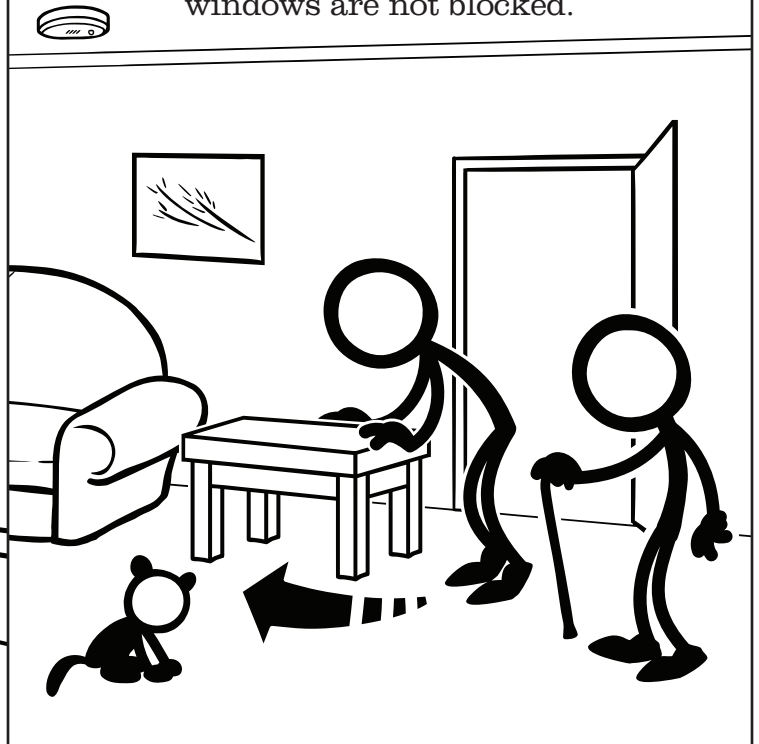
Find two ways out of every room.



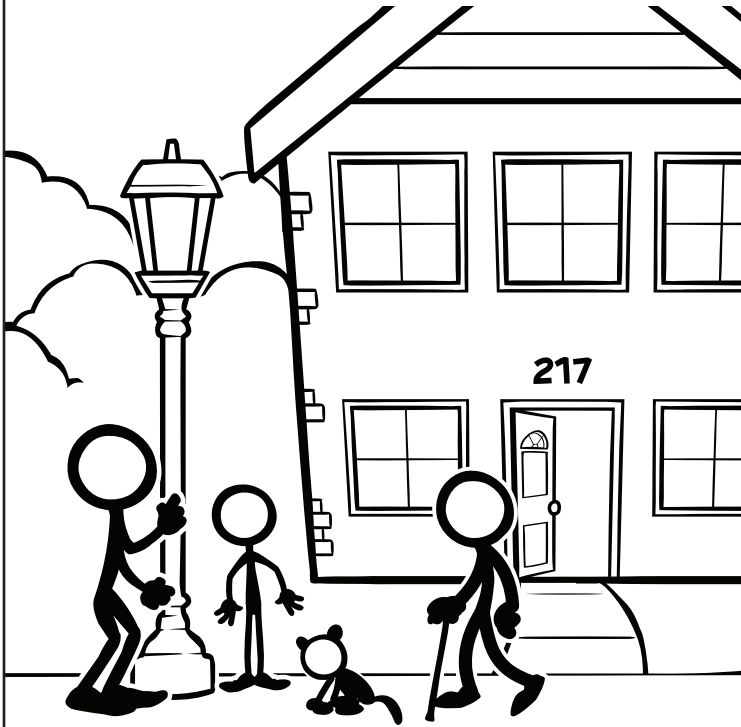
Make sure you can use all your ways out.



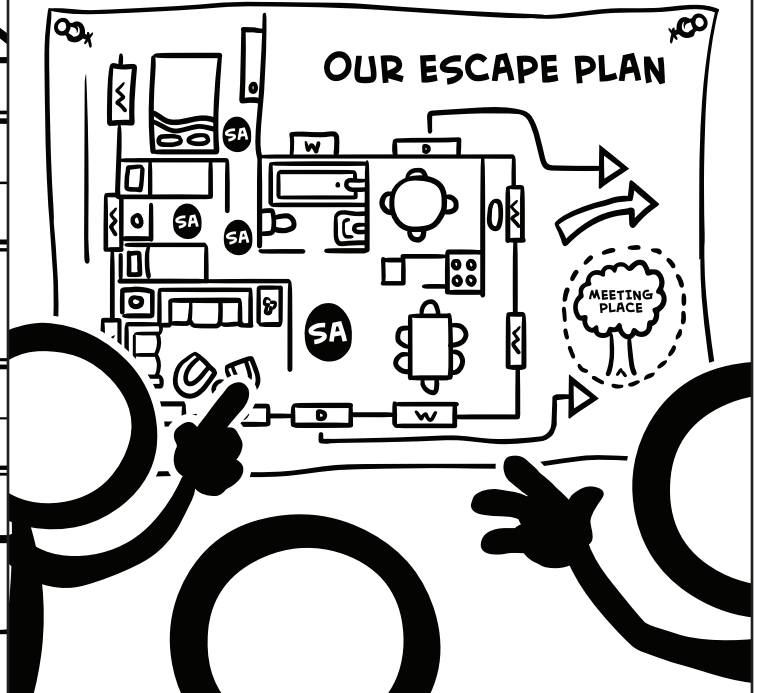
Make sure your doors and windows are not blocked.



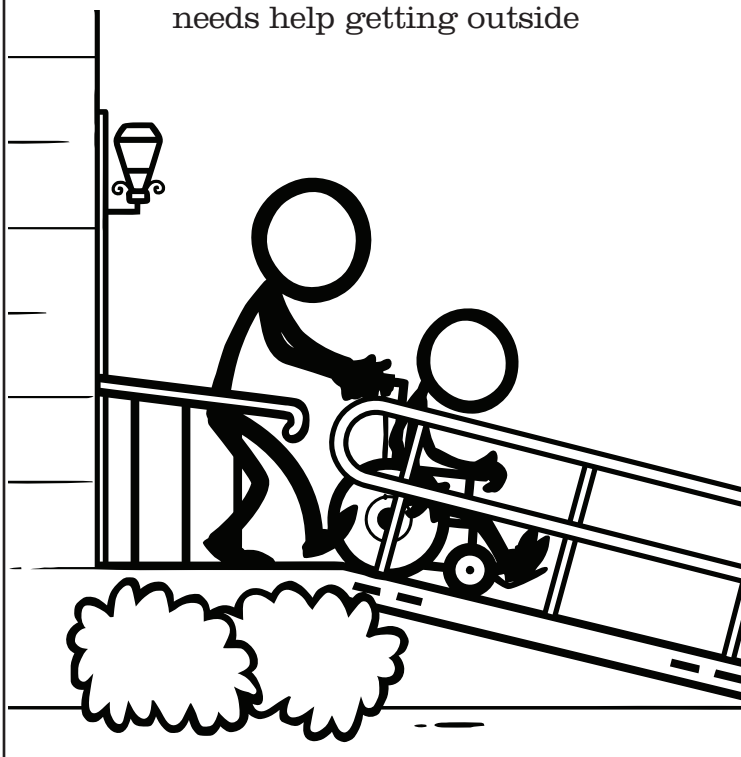
Choose an outside meeting place in front of your home.



Go over your plan with everyone in your home.



Plan to assist anyone who needs help getting outside



Test your smoke alarms to be sure they are working.



Practice Your Home Fire Escape Drill Two Times a Year

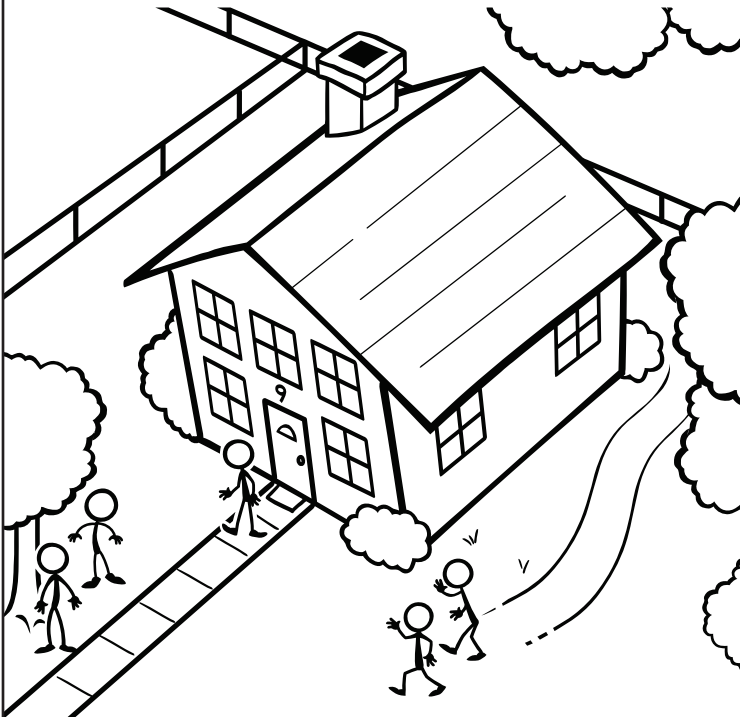
Practice your drill with everyone in your home.



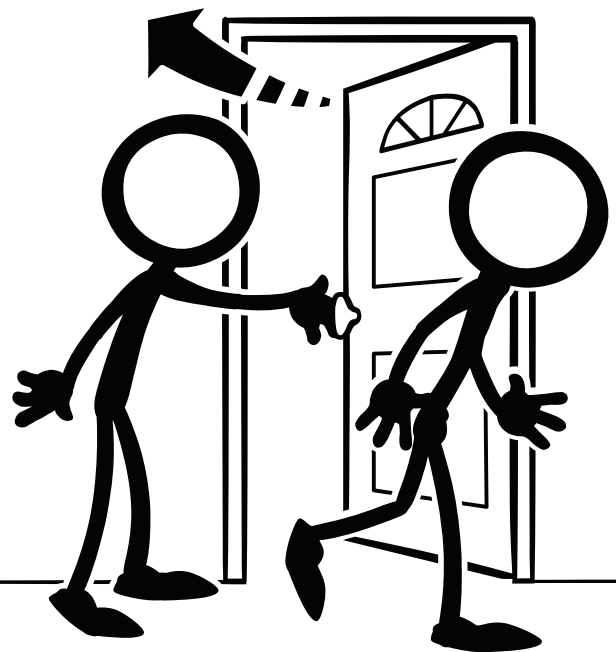
Push the test button to sound the smoke alarm.



The smoke alarm will make a loud noise. You must leave your home.



Close all doors behind you when you leave.

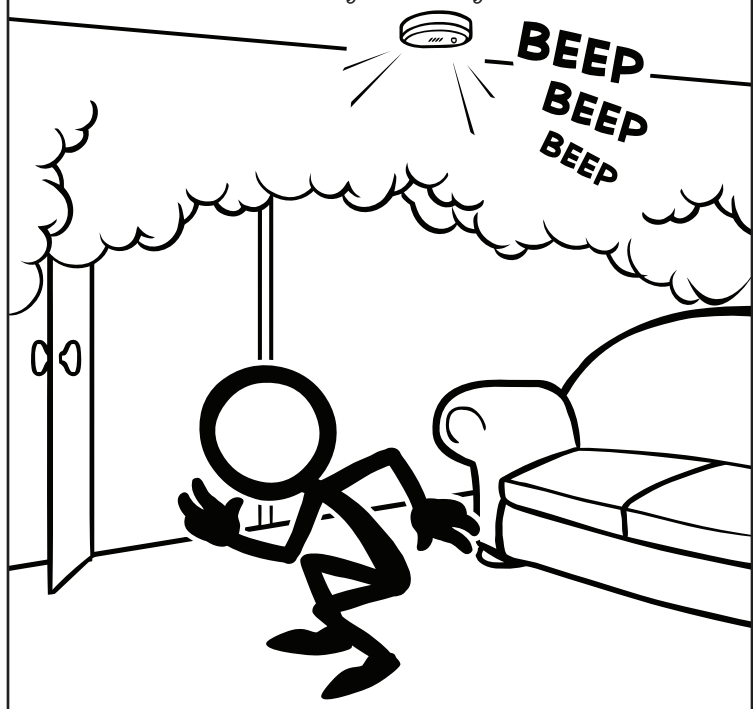


NATIONAL FIRE PROTECTION ASSOCIATION

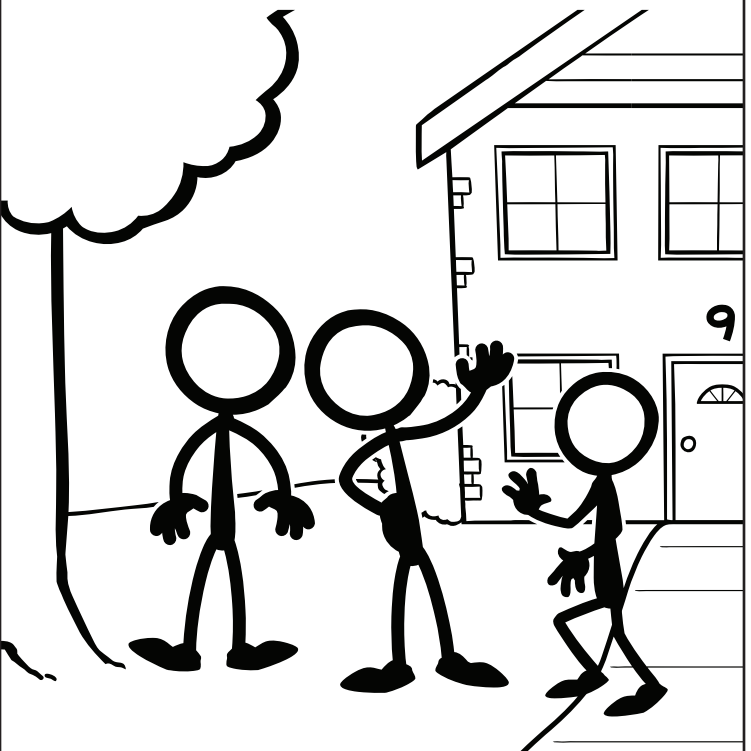
The leading information and knowledge resource on fire, electrical and related hazards

Practice Your Home Fire Escape Drill Two Times a Year

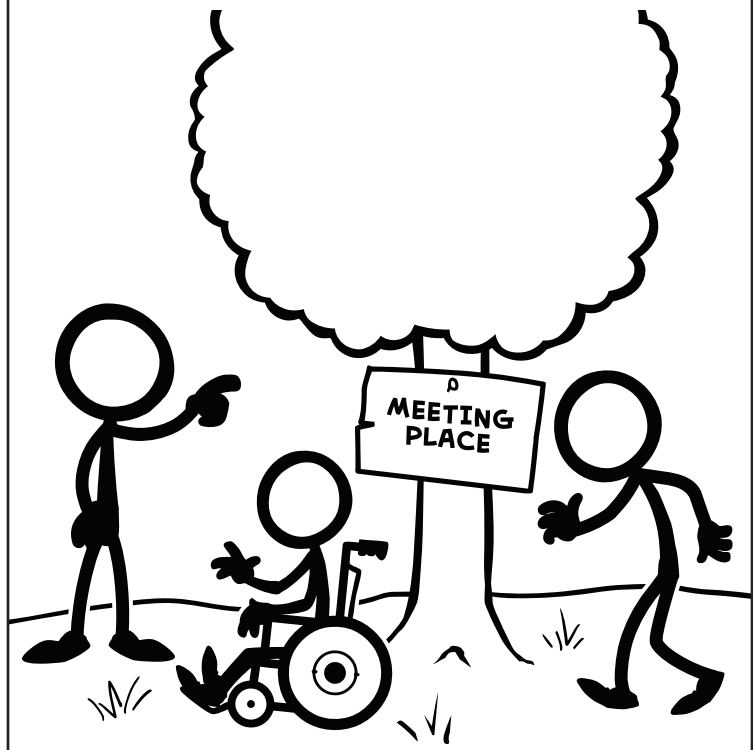
If you must go through smoke to get outside, get low and go under the smoke to your way out.



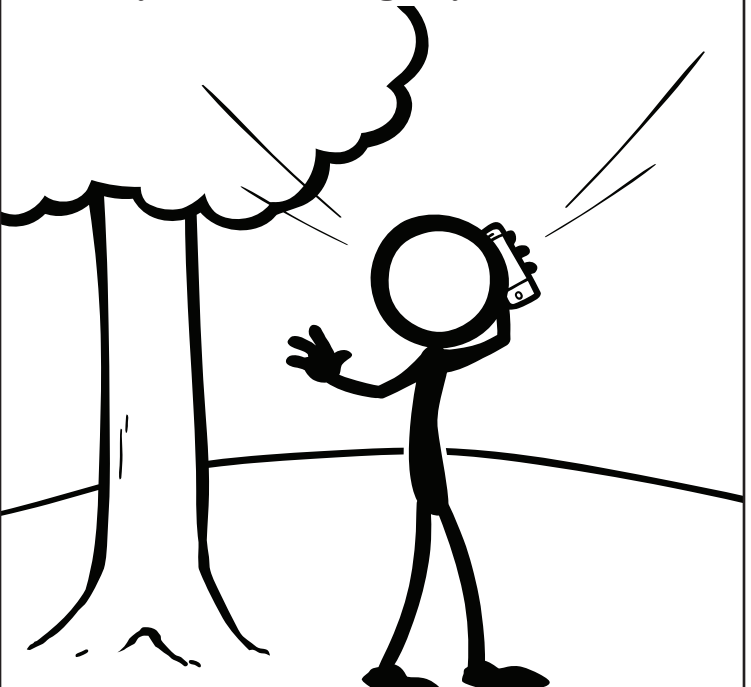
Get outside fast and stay outside.



Go to your outside meeting place.



Remember, if the smoke alarm sounds, get outside and then call 9-1-1 or your local emergency number.



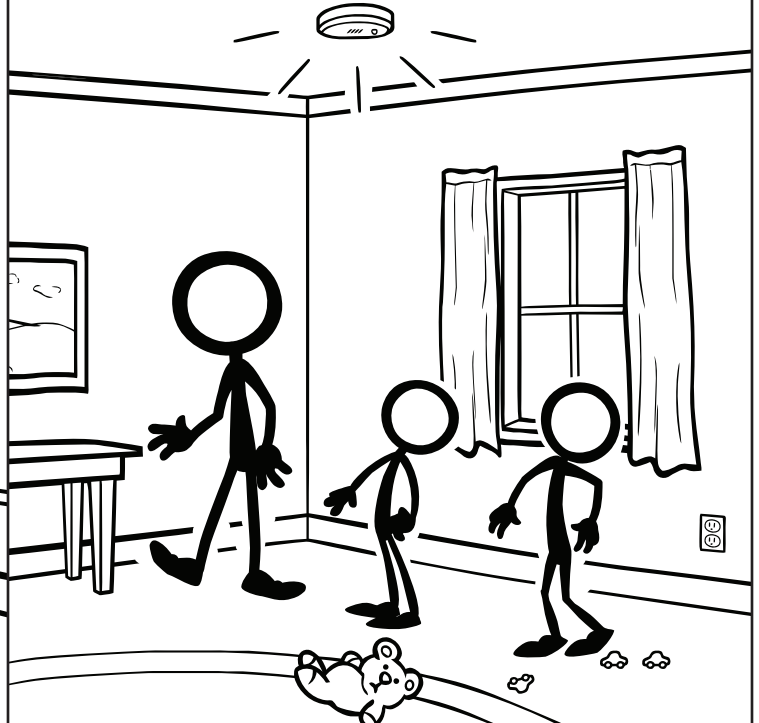


Get to Know Smoke Alarms

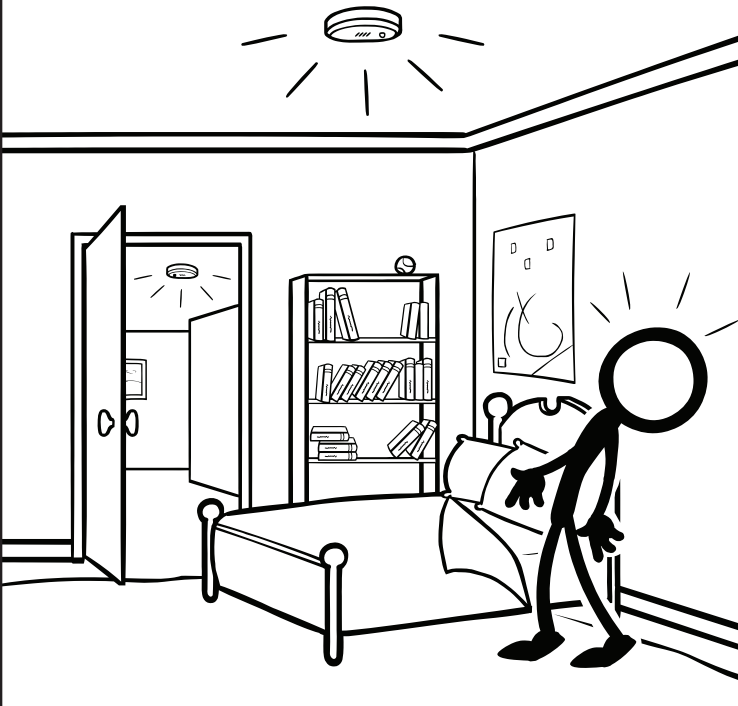
If there is a fire in your home,
there will be smoke.



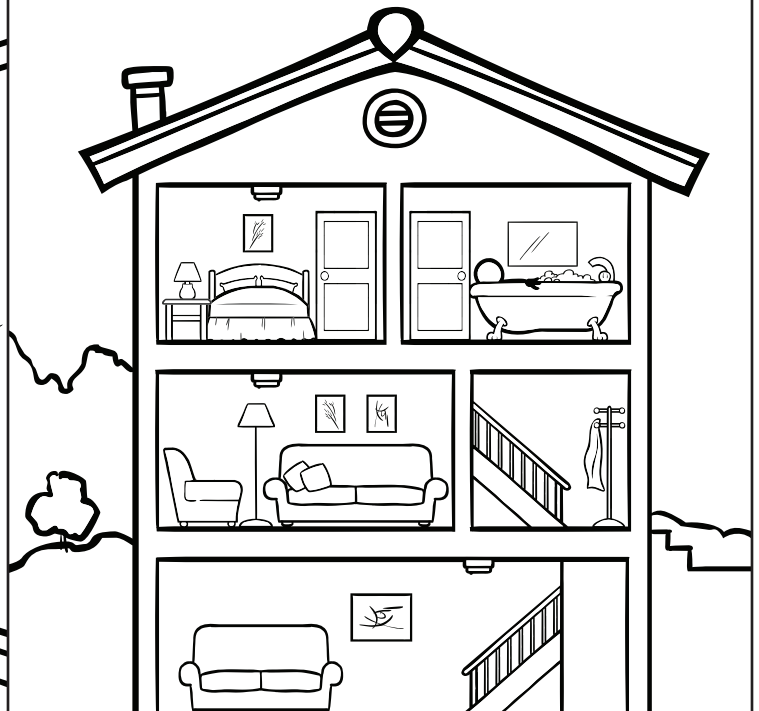
A smoke alarm will let you know
there is a fire in your home.



You need a smoke alarm in each bedroom.
You also need one outside each sleeping area.

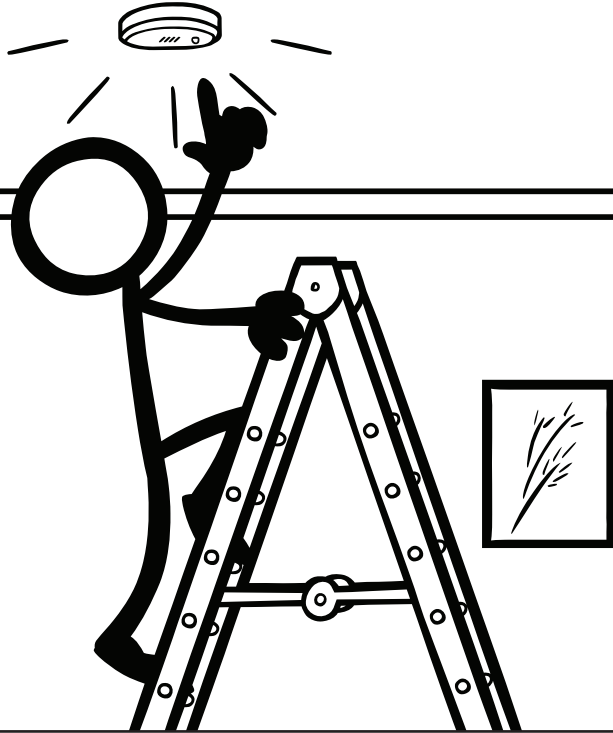


You need a smoke alarm
on each level of your home.





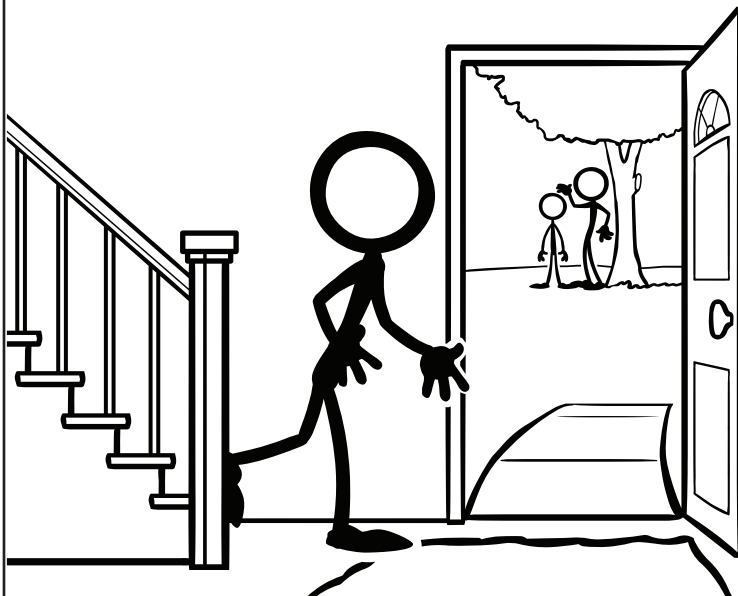
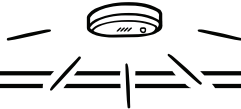
Push the test button at least once a month to make sure it is working.



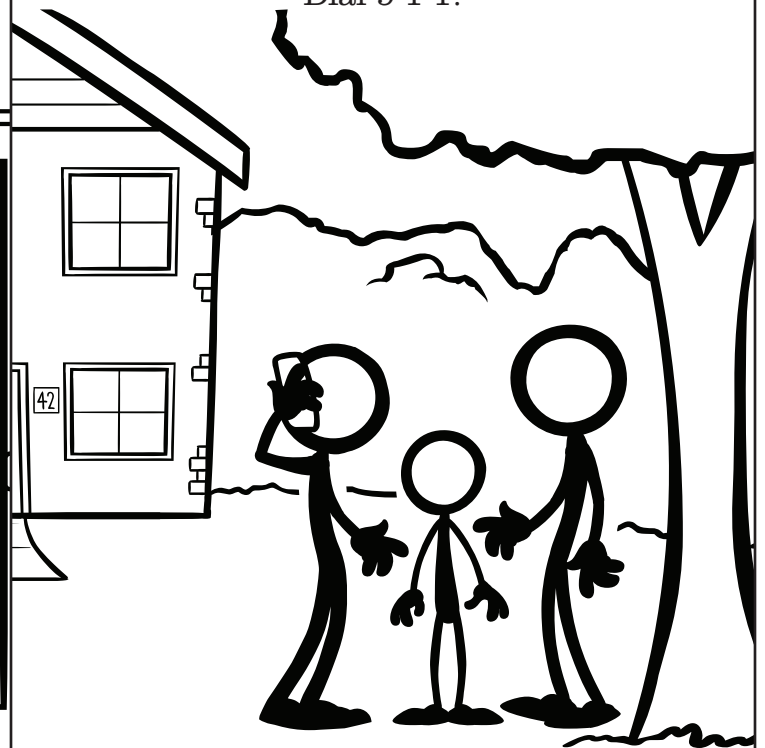
Some alarms need a new battery once a year. Replace smoke alarms every 10 years.



If the smoke alarm sounds, get outside the home.



Then call the fire department.
Dial 9-1-1.



**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 21-235
Meeting Date September 23, 2021

AGENDA ITEM INFORMATION			
SUBJECT: <i>Request to Proclaim October 2022 as Arts and Humanities Month</i>	<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
	Mayor / Council		
	City Manager	AS	
	Clerk	HU	Originator
	Treasurer		
	Community Development		
	Police Department		
	Public Works		
	Golf Course		
COST IMPACT:	Parks and Recreation		
FUNDING SOURCE:	Airport		
	Library		
TIMELINE:	Information Systems		
	Grant Coordinator		

SUMMARY STATEMENT:

October is National Arts & Humanities Month (NAHM)—a coast-to-coast collective recognition of the importance of culture in America. NAHM was launched by Americans for the Arts more than 30 years ago as National Arts Week in honor of the twentieth anniversary of the National Endowment for the Arts. In 1993, it was reestablished by Americans for the Arts and national arts partners as a month-long celebration, with goals of:

- FOCUSING on equitable access to the arts at local, state, and national levels;
- ENCOURAGING individuals, organizations, and diverse communities to participate in the arts;
- ALLOWING governments and businesses to show their support of the arts; and
- RAISING public awareness about the role the arts and humanities play in our communities and lives.

The arts and humanities have played a critically important role in getting us through the COVID-19 pandemic and in amplifying the need for racial equity across the country. National Arts & Humanities Month is the time for communities to come together in unified celebration of the power of the arts to make a difference and change our lives for the better.

National Arts & Humanities Month is an opportunity to recognize and celebrate the positive impact the arts bring to our schools and communities therefore in an effort to support the national proclamation of Arts and Humanities, staff requests that Council proclaim October as Arts and Humanities month in McCall. The proclamation is attached.

RECOMMENDED ACTION:

Proclaim October 2022 as Arts and Humanities Month and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION	
MEETING DATE	ACTION



City of McCall

Proclamation

October 2022



WHEREAS, the nation's 120,000 nonprofit arts organizations, the National Endowment for the Arts, the National Endowment for the Humanities, the nation's 4,500 local arts agencies in communities across the country, and the arts and humanities councils of the 50 states and the six U.S. jurisdictions and districts have regularly issued official proclamations on an annual basis designating October as National Arts and Humanities Month, and

WHEREAS, cities and states-through their local and state arts agencies, which represent thousands of cultural organizations-have celebrated the value and importance of culture in the lives of Americans and the health of thriving communities during National Arts and Humanities Month for nearly 30 years, and

WHEREAS, the humanities help diverse communities across the United States explore their history and culture with the support and partnership of the National Endowment for the Humanities, the 50 state and six jurisdiction and district humanities councils, and local educational and cultural institutions, and

WHEREAS, the arts and humanities embody so of much of the accumulated wisdom, intellect, and imagination of humankind, and

WHEREAS, the arts and humanities enhance and enrich the lives of everyone in America, and

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

WHEREAS, despite significant losses due to the coronavirus pandemic, the creative industries remain among the most vital sectors of the American economy - providing new opportunities for developing cities, creating jobs and economic activity within their own industry and across sectors, and making communities attractive to business development, and

WHEREAS, the nation's arts and culture sector-nonprofit, commercial, education-is an \$877 billion industry that supports 4.6 million jobs representing 4.2% of the nation's economy, a larger share of GDP than powerhouse sectors such as agriculture, transportation, and utilities (2020); and boasts a \$33 billion international trade surplus (2019), and

WHEREAS, the nonprofit arts industry alone generates \$27.5 billion in government revenue and \$166.3 billion in economic activity (2015) annually by organizations and audiences-including spending by attendees to arts events of \$31.47 per person, per event, beyond the cost of admission on items such as meals, parking, and lodging, making the arts a vital income source for local businesses.

NOW, THEREFORE, BE IT RESOLVED, that we, the Mayor and City Council of the City of McCall, do hereby proclaim October as National Arts and Humanities Month in McCall, Idaho and call upon our community members to celebrate and promote the arts and culture in our nation and to specifically encourage the greater participation by those said community members in taking action for the arts and humanities in our city.

IN WITNESS WHEREOF, I have hereunto set my hand at McCall City Hall in the City of McCall, Valley County, on this 22 day of September, the year two-thousand and twenty-two.

Attest:

BessieJo Wagner, City Clerk

Robert S Giles, Mayor

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 22-252
Meeting Date September 22, 2022

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
Request Approval of the publication of the summary of Ordinance 1011 Adopting Title 3 and Title 4: Updates to Short-Term Rental (STRs) Regulations and Permitting		Mayor / Council		
		City Manager	ABS	
		Clerk	AW	Originator
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	n/a	Airport		
FUNDING SOURCE:	n/a	Library		
TIMELINE:	ASAP	Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT:				
<p>On September 8, 2022 Council Adopted Ordinance 1011 to improve health and safety and improve neighborhood impacts, through an updated process for regulating and permitting of STRs. The City of McCall and Valley County last updated codes for regulating and permitting STRS in January 2020. The McCall City Council held two work sessions on this topic and held a public hearing that was continued to a second meeting. The updates to the city code occur in Title 3 and Title 4.</p> <p>Since the Ordinance summary was not prepared in time for the September 8, 2022 Council Meeting, a separate action needs to happen to ensure that the summary is published within 30 days of adoption to be in effect by October 1. The adopted Ordinance 1011 and the summary are attached.</p>				
RECOMMENDED ACTION:				
Approve the publication of the summary and authorize the Mayor to sign all necessary documents.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			
December 17, 2021	Work Session on Short-Term Rentals			
February 25, 2022	Work Session on Short-Term Rentals			
August 25, 2022	Public Hearing on Short-Term Rentals Title 3 and Title 4 continued to Sept 8th			
September 8, 2022	Public Hearing concluded – Ordinance 1011 was adopted			

**A SUMMARY OF ORDINANCE NO. 1011
PASSED BY THE CITY OF McCALL, IDAHO**

AN ORDINANCE OF THE CITY OF MCCALL, VALLEY COUNTY, IDAHO, AMENDING TITLE 3 *PLANNING AND ZONING* OF THE MCCALL CITY CODE AS FOLLOWS: IN CHAPTER 2 *DEFINITIONS* AMENDING SECTION 3.2.02 *MEANING OF TERMS OR WORDS* TO PROVIDE ADDITIONAL DEFINITIONS FOR *EVENTS, LOCAL CONTACT PERSON, AND OCCUPANT*, AND REVISING THE DEFINITION FOR *BEDROOM AND DWELLING, SHORT-TERM RENTAL* TO CHANGE THE OCCUPANCY RATE REQUIRING A CONDITIONAL USE PERMIT FROM TWENTY (20) PERSONS TO ELEVEN (11) PERSONS; IN CHAPTER 3 *RESIDENTIAL ZONES AND STANDARDS* AMENDING SECTION 3.3.02 *PERMITTED AND CONDITIONALLY PERMITTED USES WITHIN RESIDENTIAL ZONES* CHANGING THE ALLOWED USE FOR DWELLING, SHORT TERM RENTAL, TO REFLECT THE AMENDED DEFINITIONS OF DWELLING, SHORT TERM RENTAL, OCCUPANCY FEWER THAN 11 PERSONS AND DWELLING, SHORT TERM RENTAL, OCCUPANCY 11 OR MORE PERSONS, AND THE REQUIREMENT FOR A CONDITIONAL USE PERMIT; IN CHAPTER 4 *COMMERCIAL ZONES AND STANDARDS* AMENDING SECTION 3.4.02 *PERMITTED AND CONDITIONALLY PERMITTED USES WITHIN COMMERCIAL ZONES* ADDING AN ALLOWED USE FOR DWELLING, SHORT-TERM RENTAL, OCCUPANCY FEWER THAN 11 PERSONS AND DWELLING, SHORT-TERM RENTAL, OCCUPANCY 11 OR MORE PERSONS AND THE REQUIREMENT FOR A CONDITIONAL USE PERMIT; IN CHAPTER 13 *PERMITS AND APPLICATIONS* DELETING SECTION 3.13.036 *ADDITIONAL CONDITIONAL USE PERMIT STANDARDS FOR DWELLING, SHORT-TERM RENTAL WITH OCCUPANCY OF 20 OR MORE GUESTS* IN ITS ENTIRETY; ADDING SECTION 3.13.09 *PERMIT STANDARDS FOR DWELLING, SHORT-TERM RENTALS* TO ESTABLISH THE STANDARDS APPLICABLE TO SHORT TERM RENTALS IN EXCESS OF 11 PERSONS; ADDING A NEW CHAPTER, *SHORT TERM RENTAL PERMITS*, TO TITLE 4 BUSINESS REGULATIONS TO ESTABLISH THE PERMIT PROCESS AND REGULATIONS FOR OPERATION OF A SHORT TERM RENTAL; PROVIDING A VALIDITY AND SAVINGS CLAUSE AND EFFECTIVE DATE.

The principal provisions of the Ordinance:

- Amend Section 3.2.02 to add new definitions for *Events, Local Contact Person, and Occupant*, and to revise definitions for *Bedroom and Dwelling, Short-Term Rental*.
- Amend Table 3.3.02 to reflect the amended definitions and revised occupancy rate requirement for conditional uses.
- Amend Table 3.4.02 to reflect the amended definitions and revised occupancy rate requirement for conditional uses.
- Remove in its entirety Section 3.13.036 detailing previous conditional use permit standards for dwellings and short-term rentals with occupancies of twenty or more persons.

- Add Section 3.13.09 to establish a permit process and standards applicable to short term rentals exceeding eleven (11) persons, including addressing compliance and enforcement.
- Add new chapter entitled, *Short Term Rental Permits*, to Title 4 to establish the purposes, permitting requirements and application process, regulatory standards, compliance, and enforcement and penalties applicable to the operation of short-term rentals.
- Include a validity clause, savings clause, and effective date.

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

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

APPROVED BY THE COUNCIL OF THE CITY OF McCall, IDAHO, THIS 22 DAY OF SEPTEMBER, 2022.

Approved:

By _____
Robert S. Giles, Mayor

Attest:

By _____
BessieJo Wagner, City Clerk

WHITE PETERSON

ATTORNEYS AT LAW

KATELIN E. BARTLES
MARC J. BYBEE
WM. F. GIGRAY, III
MATTHEW A. JOHNSON
BRYAN W. KNOX
WILLIAM F. NICHOLS *
ANDREA H. NIELSEN
BRIAN T. O'BANNON *

WHITE, PETERSON, GIGRAY & NICHOLS, P.A.
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NAMPA, IDAHO 83687-7901
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EMAIL: mjohnson@whitepeterson.com

PHILIP A. PETERSON
WILLIAM L. PUNKONEY

TERRENCE R. WHITE
OF COUNSEL
WILLIAM F. "BUD" YOST
OF COUNSEL

* Also admitted in OR

September 13, 2022

City of McCall
BessieJo Wagner, City Clerk
216 E. Park St.
McCall, ID 83638
Delivered electronically to bwagner@mccall.id.us

Re: Summary Certification Ordinance 1011 – Short Term Rental Permits

Dear BessieJo,

Opinion: As a legal advisor for the City of McCall, please consider this my statement and opinion that the attached summary is true and complete and provides adequate notice of the contents of said ordinance to the public.

Requested Action: Upon passage of the ordinance please proceed to file this statement with the original ordinance in the Ordinance Book of the City of McCall, as required by Idaho Code 50-901A (3).

Sincerely,

WHITE PETERSON



Matthew A. Johnson

ORDINANCE NO. 1011

AN ORDINANCE OF THE CITY OF MCCALL, VALLEY COUNTY, IDAHO, AMENDING TITLE III *PLANNING AND ZONING* OF THE MCCALL CITY CODE AS FOLLOWS: IN CHAPTER 2 *DEFINITIONS* AMENDING SECTION 3.2.02 *MEANING OF TERMS OR WORDS* TO PROVIDE ADDITIONAL DEFINITIONS FOR *EVENTS*, *LOCAL CONTACT PERSON*, *AND OCCUPANT*, AND REVISING THE DEFINITION FOR *DWELLING*, *SHORT-TERM RENTAL* TO CHANGE THE OCCUPANCY RATE REQUIRING A CONDITIONAL USE PERMIT FROM TWENTY (20) PERSONS TO ELEVEN (11) PERSONS; IN CHAPTER 3 *RESIDENTIAL ZONES AND STANDARDS* AMENDING SECTION 3.3.02 *PERMITTED AND CONDITIONALLY PERMITTED USES WITHIN RESIDENTIAL ZONES* CHANGING THE ALLOWED USE FOR *DWELLING*, *SHORT TERM RENTAL*, TO REFLECT THE AMENDED DEFINITIONS OF *DWELLING*, *SHORT TERM RENTAL*, OCCUPANCY FEWER THAN 11 PERSONS AND *DWELLING*, *SHORT TERM RENTAL*, OCCUPANCY 11 OR MORE PERSONS, AND THE REQUIREMENT FOR A CONDITIONAL USE PERMIT; IN CHAPTER 4 *COMMERCIAL ZONES AND STANDARDS* AMENDING SECTION 3.4.02 *PERMITTED AND CONDITIONALLY PERMITTED USES WITHIN COMMERCIAL ZONES* ADDING AN ALLOWED USE FOR *DWELLING*, *SHORT-TERM RENTAL*, OCCUPANCY FEWER THAN 11 PERSONS AND *DWELLING*, *SHORT-TERM RENTAL*, OCCUPANCY 11 OR MORE PERSONS AND THE REQUIREMENT FOR A CONDITIONAL USE PERMIT; IN CHAPTER 13 *PERMITS AND APPLICATIONS* DELETING SECTION 3.13.036 *ADDITIONAL CONDITIONAL USE PERMIT STANDARDS FOR DWELLING, SHORT-TERM RENTAL WITH OCCUPANCY OF 20 OR MORE GUESTS* IN ITS ENTIRETY; ADDING SECTION 3.13.09 *PERMIT STANDARDS FOR DWELLING, SHORT-TERM RENTALS* TO ESTABLISH THE STANDARDS APPLICABLE TO SHORT TERM RENTALS IN EXCESS OF 11 PERSONS; ADDING A NEW CHAPTER, *SHORT TERM RENTAL PERMITS*, TO TITLE 4 BUSINESS REGULATIONS TO ESTABLISH THE PERMIT PROCESS AND REGULATIONS FOR OPERATION OF A SHORT TERM RENTAL; PROVIDING A VALIDITY AND SAVINGS CLAUSE AND EFFECTIVE DATE.

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

Section 1: That Section 3.2.02 of Chapter 2, Section 3.3.02 of Chapter 3, and Section 3.4.02 of Chapter 4, Title 3 Planning and Zoning be and the same are hereby AMENDED as shown on Exhibit A attached hereto.

Section 2: That Section 3.13.036 of Chapter 13, Title 3 Planning and Zoning is hereby DELETED in its entirety.

Section 3: That Section 3.13.09 of Chapter 13, Title 3 Planning and Zoning is hereby ADDED as shown on Exhibit A attached hereto.

Section 4: That a new chapter, Short Term Rental Permits, of Title 4 Business Regulations is hereby ADDED as shown on Exhibit B attached hereto.

Section 5: All ordinances, resolutions, orders, or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

Section 6. Validity: The McCall City Council hereby declares that any section, paragraph, sentence, or word of this ordinance as adopted and amended herein be declared for any reason to be invalid, it is the intent of the McCall City Council that it would have passed all other portions of this ordinance independent of the elimination therefrom of any portion as may be declared invalid.

Section 7. Savings Clause: This ordinance does not affect an action or proceeding commenced or right accrued before this ordinance takes effect.

Section 8. Date of Effect: 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 8th DAY OF SEPTEMBER, 2022.

Approved:

By _____
Robert S. Giles, Mayor

Attest:

By _____
BessieJo Wagner, City Clerk

**EXHIBIT A to
ORDINANCE 1011**

Additions and Revisions to 3.2.02: MEANINGS OF TERMS OR WORDS:

BEDROOM: A fully enclosed portion of a building designed or intended to be used for sleeping purposes, including a closet, door that can be closed and an Emergency Escape and Rescue Opening, as defined by the International Fire Code. ~~room within a dwelling which is designed and built as an area for sleeping. Spaces not originally designed or built for sleeping which are converted from another use in order to be used as an area for sleeping will not be counted as a bedroom unless a building permit and certificate of occupancy were issued.~~

EVENTS: Weddings, receptions, family reunions, seminars, retreats, corporate events, commercial functions, and any other similar events that would exceed occupancy limits identified in the Short-Term Rental permit for a given Short-Term Rental structure.

DWELLING, SHORT-TERM RENTAL: A dwelling, including a single-family or a multi-family unit, which is rented for the purpose of overnight lodging for compensation, money, rent or other bargained for consideration for a period of one or more days and not more than thirty (30) consecutive days. Short term rentals are also commonly referred to as tourist or vacation rentals. Short term rentals with occupancy of eleven (11) persons or more shall require a conditional use permit.

LOCAL CONTACT PERSON: The person designated by the Owner, or the Owner's authorized agent or representative, who shall be available twenty-four (24) hours per day, seven (7) days per week while a Short-Term Rental Dwelling is rented, for the purpose of: a) responding within sixty (60) minutes to complaints regarding the condition, operation, or conduct of occupants of the short term rental; and b) taking remedial action to resolve any such complaints.

OCCUPANT: The person or persons who contract, either directly or through a third party, for use of a Short-Term Rental Dwelling.

Revisions to TABLE 3.3.02

PERMITTED AND CONDITIONALLY PERMITTED USES WITHIN RESIDENTIAL ZONES

Allowed Use	RR	RE	R1	R4	R8	R16
Dwelling, Short-Term Rental, occupancy less than 20 <u>fewer than 11 persons</u>	A	A	A	A	A	A
Dwelling, Short-Term Rental, occupancy 20-11 <u>20-11 or more persons</u> ^{NOTE}	C	C	C	C	C	C

NOTE

A conditional use permit is required for any Short-Term Rental with occupancy of eleven (11) persons or more.

Additions to TABLE 3.4.02

PERMITTED AND CONDITIONALLY PERMITTED USES WITHIN COMMERCIAL ZONES

Allowed Use	NC	CC	CBD
<u>Dwelling, Short-Term Rental, occupancy fewer than 11 persons</u>	<u>A</u>	<u>A</u>	<u>A</u>
<u>Dwelling, Short-Term Rental, occupancy 11 or more persons</u> ^{NOTE}	<u>C</u>	<u>C</u>	<u>C</u>

NOTE

A conditional use permit is required for any Short-Term Rental with occupancy of eleven (11) persons or more.

Deletion of entirety of Section 3.13.036: ADDITIONAL CONDITIONAL USE PERMIT STANDARDS FOR DWELLING, SHORT-TERM RENTAL WITH OCCUPANCY OF 20 OR MORE GUESTS.

Addition of a new Section 3.13.09 as follows:

3.13.09: STANDARDS-FOR DWELLING, SHORT TERM RENTALS:

(A) Purposes: The purposes of these requirements for a Short-Term Rental Dwelling are:

1. To ensure that the use of Short-Term Rental Dwellings have no greater impacts than would be created by long-term residential occupancy of the Dwelling;
2. To protect the health, safety and general welfare of occupants of Short-Term Rental Dwellings and the surrounding property owners through an inspection of Short-Term Rental Dwelling structures in compliance with MCC Title 2 and the applicable codes referenced therein; and
3. To protect the rights of property owners adjacent to Short-Term Rental Dwellings to a quiet, safe and neighborly environment free from nuisances that would not exist or would be less intensive but for the use of a Dwelling as a Short-Term Rental.

(B) Permit Required: Prior to advertising or operating a Dwelling as a Short-Term Rental, any property owner or property manager who leases, rents or otherwise makes available for compensation a Short-Term Rental Dwelling, such property owner or manager must first obtain a Short-Term Rental Permit pursuant to MCC Title 4.

(C) Standards: All Dwelling Short-Term Rentals shall comply with the following requirements:

1. Access: Owners shall maintain access to the property and structures that is safe and free from obstructions for pedestrians and vehicles and shall be adequately sized and designed

so that access to other properties is not impacted nor are unsafe conditions on public streets created contrary to the standards adopted by the McCall Fire District and the City Council.

2. Parking: All parking for the unit is contained on the site, not more than one (1) parking space per bedroom is provided, all trailers and vehicles shall be parked on an improved surfaced area and shall not allow parking on the public right-of way.
3. Occupancy: Short-Term Rentals shall contain no more than two (2) persons per bedroom, plus two additional persons, as identified in the Short-Term Rental Permit application and as defined by McCall City Code Section 3.2.02. Total maximum occupancy of the Short-Term Rental shall not exceed ten (10) persons without the issuance of a conditional use permit pursuant to MCC 3.13.03.
4. Noise: Loud music, outdoor activities or any other source of noise that can be heard beyond the perimeter of the Short-Term Rental premises shall not be generated between the hours of 10:00 p.m. and 8:00 a.m. the following day.
5. Health and Safety Inspection: Protection of the health and safety of occupants of a Short-Term Rental Dwelling and surrounding property owners shall be ensured through an inspection and approval of the Short-Term Rental Dwelling by the Fire Code Official for the McCall Fire Protection District prior to the issuance of a business license pursuant to MCC Title 4, Chapter 2. Such inspection shall be subject to a fire, health and safety checklist developed by the Fire Code Official and approved from time-to-time by resolution of the City Council.
6. Posted Notice: A written notice shall be posted in a conspicuous location within the unit that describes restrictions on use of the unit. Such notice shall include, but is not limited to the structure's maximum occupancy, parking requirements, solid waste and fireplace ash disposal, quiet hours, noise restrictions, and restrictions on outdoor activity. A written notice shall also be posted detailing the emergency exiting plan approved by the Fire Code Official, Short-Term Rental business permit number, and the name and phone number of Local Contact Person and property owner.
7. Events: No Events shall be located at a Short-Term Rental without first obtaining a conditional use permit.
8. Accessory Dwelling Unit: If the Short-Term Rental is located on a parcel that contains an accessory dwelling unit and a primary residence, then one of the dwellings must be owner occupied or a local housing, non-Short-Term Rental, dwelling unit.
9. Exterior Changes: No exterior changes shall be made to the structures or site conditions at a Short-Term Rental that would eliminate its appearance or use as a Dwelling Unit for long term residency.

(D) Application Process: An application for a Short-Term Rental business license shall be submitted to the City in compliance with the procedures set forth in Title 4.

(E) Compliance:

1. All Owners wishing to operate a Short-Term Rental must be in immediate compliance with the provisions of this Section as well as the provisions of Title 4 applicable to Short-Term Rentals as follows:

a. All Owners of Short-Term Rentals may continue to operate under existing business licenses through December 31, 2022.

b. Owners of existing Short-Term Rentals wishing to operate in 2023 or at any time thereafter must submit an application for a Short-Term Rental Permit to the City according to the provisions of Title 4.

c. Any Owner shall submit an application for a Short-Term Rental Permit after October 1, 2022 and must be in general compliance with all the Short-Term Rental regulations in this chapter and Title 4 by January 1, 2024. All permits will expire on December 31 of each year and must be renewed annually.

(F) Enforcement of the requirements set forth in this section shall follow the enforcement provisions of MCC Title 4.

**EXHIBIT B to
ORDINANCE 1011**

Addition of a New Chapter of Title 4 to be titled “Short-Term Rental Permits”

4-: PURPOSE:

A. The purpose of this Chapter is to establish permit requirements for the use of Dwelling Units as Short-Term Rentals, to safeguard the public health, safety and general welfare, to protect the integrity of the City's neighborhoods, to establish a system to track the Short-Term Rental inventory in the City, to ensure compliance with local ordinances and laws, and to allow private property owners the right to fully and efficiently utilize their property without undue regulation or interference.

B. Nothing in this Chapter shall be construed so as to nullify or override any prior or current lease agreements, or covenants, conditions, and restrictions applicable to any property within the City of McCall that may prohibit or restrict such property's use for Short-Term Rental purposes.

4-: DEFINITIONS:

LOCAL CONTACT PERSON: The person designated by the Owner, or the Owner's local contact person or representative, who shall be available twenty four (24) hours per day, seven (7) days per week while the Short-Term Rental is rented, for the purpose of: a) responding within sixty (60) minutes to complaints regarding the condition, operation, or conduct of occupants of the Short-Term Rental; and b) taking remedial action to resolve any such complaints.

OWNER: The person(s) or entity(ies) which hold the fee interest to the real property underlying any Dwelling Unit.

DWELLING, SHORT-TERM RENTAL: A Dwelling Unit, including single-family or a multi-family unit, which is rented for the purpose of overnight lodging for compensation, money, rent or other bargained for consideration for a period of one or more days and not more than thirty (30) consecutive days. Short term rentals are also commonly referred to as tourist or vacation rentals. Short term rentals with occupancy of eleven (11) persons or more shall require a conditional use permit.

SHORT-TERM RENTAL PERMIT: A permit that allows the use of a residential Dwelling Unit as a Short-Term Rental pursuant to the provisions of this chapter, and that incorporates by consolidation a municipal non-property tax permit and any other potential licensing required by this code.

4- : PERMIT REQUIRED:

PERMITS REQUIRED AND ISSUANCE OF PERMITS:

- A. Prior to advertising and offering for rent a dwelling as a Short-Term Rental within the City of McCall, all Owners of such property shall file with the City Clerk an application for and be granted a Short-Term Rental Permit.
1. All Short-Term Rentals in the City of McCall shall comply with MCC section 3.13.09 prior to the issuance of a Short-Term Rental Permit.
 2. A Short-Term Rental Permit is valid only for one residential Dwelling Unit identified in the permit application. An owner of such Dwelling Unit shall file a separate application and obtain a separate permit for each Dwelling Unit to be used as a Short-Term Rental.
 3. A permit for a Short-Term Rental shall be issued and renewed on an annual basis. Upon a change of ownership of the property, the Short-Term Rental permit is canceled and if a new owner intends to rent the Dwelling Unit on a short-term basis, a new permit is required.
- B. Every application for said permit shall be made upon a form prescribed by the City Clerk.
- C. The application for a Short-Term Rental Permit shall include:
1. The owner's legal name, contact telephone number, mailing addresses, email address, and proof of ownership;
 2. Name under which the applicant transacts or intends to transact business;
 3. The Valley County Assessor information including the property address, accessor parcel information, and number of bedrooms;
 4. Local Contact Person's name, contact telephone number, both physical and mailing addresses, and email address;
 5. Total bedrooms and occupancy;
 6. A dimensioned floor plan of the Short-Term Rental unit indicating the name and use of each room; and location of all egress doors;
 7. A site plan of the property including the location and number of parking spaces and parking access;
 8. The signatures of the Owner and Local Contact Person, if different, agreeing and acknowledging that they are jointly responsible for compliance by the occupant and any guests with MCC 3.13.09, and all other applicable laws, rules, and regulations pertaining to the use and occupancy of the Short-Term Rental;

9. The date of the mailing to property owners and list of property owners who were mailed the following information: the address for the Short-Term Rental, the maximum occupancy and number of vehicles allowed to be parked, and the name and contact information including telephone number for the Local Contact Person. Such notice of Short-Term Rental information shall be sent to all property owners within three hundred feet (300') of the location of the Short-Term Rental.
 10. Proof of established Solid Waste, Refuse and Rubbish removal services as described in Title 5, Chapter 8 of the McCall City Code;
 11. Signed acknowledgement of the requirements and standards as set forth in 3.13.09;
 12. If any information required in the Application for a Short-Term Rental Permit changes, the Owner or Local Contact Person shall promptly advise the City in writing delivered to the City Clerk.
- D. A fee commensurate with the cost of the application processing, established by resolution of the City Council. Any fee changes shall not affect any permits already in process but shall be applied prospectively for future applications and renewals of existing permits issued after adoption of such fee by the City Council.
- E. Upon receipt of a complete application and payment of all applicable fees (Short-Term Rental Permit and Fire Inspection fees), the City Clerk shall forward the permit application to the (a) the City Community and Economic Development Department for review of compliance with the standards for Short-Term Rentals, and (b) the McCall Fire District for the schedule of the fire, health and safety inspection. No permit shall be granted unless the Short-Term Rental unit meets these requirements and has been approved by the McCall Fire District.
- F. Upon approval by the Community and Economic Development Department and McCall Fire, and proof of compliance, the City Clerk shall issue to each applicant a permit for each Short-Term Rental unit. A Short-Term Rental Permit shall not be assignable and shall be valid only for the Owner in whose name it is issued and for the transaction of business at the rental unit designated therein. It shall at all times be conspicuously displayed at the location for which it was issued. Issuance of a permit may be subject to additional requirements as set forth in this chapter.
- G. On the face of the permit shall be affixed a Short-Term Rental number which shall be used by the applicant as an identifying number on all filing, payment, and correspondence with regard to the non-property tax imposed under this title.
- H. A Short-Term Rental permit expires on December 31st of each year; However, if the residential dwelling identified in the application is sold or title is otherwise transferred, the permit shall automatically expire upon the transfer of title and the new owner must apply for a new permit. The application fee will not be prorated.

- I. A Short-Term Rental permit application may be denied if the applicant, or owner are not the same, or has had a prior Short-Term Rental permit for the same rental unit revoked within the past twelve (12) calendar months.
- J. Within fourteen (14) days of a change of local contact person, or any other material change in facts pertaining to the information contained in the Short-Term Rental Permit, the new proposed local contact person shall submit an update to the Short-Term Rental permit, on a form provided by the City Clerk, which must be obtained prior to continuing to rent the subject unit as a Short-Term Rental. An administrative fee adopted by resolution of the City Council will apply.
- K. If a Conditional Use Permit is, or has been granted for a Short-Term Rental, such Conditional Use Permit shall not authorize use of property as a Short-Term Rental without also obtaining a Short-Term Rental Permit as provided herein. The provisions of any issued Conditional Use Permit shall be controlling and shall supersede any provision herein that is in conflict with the provisions of a duly issued Conditional Use Permit.

4- PENALTIES

- A. The City may issue a notice of violation to any occupant or owner(s) pursuant to this code, if there is any violation of this chapter committed, caused or maintained by any of the above parties.
- B. The City may impose a civil penalty upon any occupant, owner(s) or local contact person, or pursue criminal enforcement, pursuant to the provisions set forth in Title 3, Chapter 17 of this code.
 - 1. Penalties for Non-compliance: The City may impose a civil or criminal penalty upon any occupant, Owner(s) or Local Contact Person, found to be in violation of the provisions of this Section or the provisions of Title 3. Enforcement and penalties shall be administered according to the Provisions set forth in Title 3, Chapter 17 of this code, including, but not limited to, the imposition of any and all civil or criminal penalties set forth therein if there is any violation of this chapter committed, caused or maintained by any of the above parties. Provided however, the first violation by an Owner or Local Contact Person of any ordinance relating to the operation and use of Short-Term Rentals within the City shall result in a fine in the amount of three hundred dollars (\$300). The Second violation by an Owner or Local Contact Person of an ordinance relating to the operation and use of Short-Term Rentals within the City shall result in a fine in the amount of one thousand dollars (\$1,000). The third and any additional violation thereafter of any ordinance relating to the operation and use of Short-Term Rentals within the City by an Owner or Local Contact shall be a misdemeanor and shall result in revocation of the Short-Term Rental Permit for the property that was the situs of the offense for a period of two (2) years.
- C. Any civil penalty or criminal citation shall be subject to further actions in the courts of Valley County, Idaho, subject to the procedures outlined herein.

D. It shall be a public nuisance for any person to commit, cause or maintain a violation of this chapter, which shall be subject to the provisions of Title 3, Chapter 17 of this code. Note that these fines are in addition to any imposed in Chapters 11 and 12 of this Title.

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 22-257
Meeting Date September 22, 2022

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>Request to Enter into a Mutual Aid and Assistance Agreement for Idaho Intrastate Water/Wastewater Agency Response Network (IdWARN)</i>		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works	NTS	Originator
		Golf Course		
		Parks and Recreation		
		Airport		
Library				
Information Systems				
Grant Coordinator				
COST IMPACT:	N.A.			
FUNDING SOURCE:	N.A.			
TIMELINE:	ASAP			
SUMMARY STATEMENT:				
<p>The Idaho Intrastate Water/Wastewater Response Network (IdWARN) has been established in Idaho with over 60 current members where utility agencies can support one another and maintain critical life/safety operations in the event of a natural disaster or other emergency. The included Mutual Aid and Assistance Agreement outlines the rules and regulations for members and the procedures for requesting, providing and/or refusing to provide assistance. It has been reviewed and approved by legal counsel.</p> <p>Membership in IdWARN not only provides the City of McCall with statewide support network, but also provides for local collaboration (City of Cascade is a member). Additionally, membership in IdWARN is beneficial (increases application scores) when applying for various grant opportunities offered by the Idaho Department of Environmental Quality (IDEQ) and other funding sources, some of which the City is currently pursuing.</p>				
RECOMMENDED ACTION:				
Approve the Mutual Aid and Assistance Agreement for Idaho Intrastate Water/Wastewater Agency Response Network (IdWARN) and authorize the Mayor to sign all necessary documents.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

**MUTUAL AID AND ASSISTANCE AGREEMENT
FOR
THE IDAHO INTRASTATE WATER/WASTEWATER AGENCY RESPONSE
NETWORK (IdWARN)**

This Mutual Aid and Assistance Agreement for the Idaho Intrastate Water/Wastewater Agency Response Network (henceforth referred to as “IdWARN”) is made and entered into by public and private water and wastewater utilities and other interested parties that have, by executing this Agreement, manifested their intent to participate in the Idaho WARN.

RECITALS

A. Idaho Code section 67-2332 [previously 67-2335] authorizes one or more public agencies to contract to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform.

B. Insuring that water and wastewater systems provide and maintain water and wastewater services that promote the safety, health, comfort and convenience of the residents and visitors of Idaho communities is a fundamental function of government.

C. Utilities in Idaho have a duty to provide and maintain their service to promote the safety, health, comfort and convenience of patrons, employees, and the public.

D. The private and public entities executing this Agreement receive a reciprocal benefit by establishing processes to provide and receive assistance in advance of an emergency.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and obligations set forth in this Agreement, and the recitals set forth above, which are incorporated herein as if set forth in full, the parties agree as follows.

**ARTICLE I.
PURPOSE**

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities hereby establish this Program. Through the IdWARN program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of IdWARN for participating members.

ARTICLE II. **DEFINITIONS**

A. Authorized Official: An employee or officer of an IdWARN member that is authorized to:

1. Request assistance;
2. Offer assistance;
3. Refuse to offer assistance; or,
4. Withdraw assistance under this Agreement.

B. Emergency: A natural or human caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, international acts, sabotage and war that is, or could reasonably be beyond the capability of the services, personnel, equipment and facilities of a IdWARN member to fully manage and mitigate internally.

C. Members:

1. Member. Any public or private water or wastewater utility that manifests intent to participate in the IdWARN program by executing this Agreement.
2. Associate Member: Any non-utility participant approved by the Statewide Committee that provides a support role for the Program is a member of the Statewide Committee established under Article III, and that has executed this Agreement as an Associate Member.
3. Requesting Member: A Member who requests aid or assistance through the IdWARN program.
4. Responding Member: A Member who offers aid or assistance under the IdWARN program.
5. Non-responding Member: A Member or Associate Member that does not provide aid or assistance during a Period of Assistance under the IdWARN program.

D. Confidential Information: Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of a Member or Associate Member.

E. Period of Assistance: A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when the personnel, equipment, or supplies return to such facility (portal to portal). All protections identified in the Agreement apply during this

period. The Period of Assistance may occur during response to or recovery from an Emergency.

F. Program. The interstate program for mutual aid and assistance established by this Agreement, also referred to as IdWARN.

G. National Incident Management System (NIMS): A national, standardized approach to incident management and response that sets forth uniform processes and procedures for emergency response operations.

ARTICLE III. ADMINISTRATION

This Program shall be administered through a Statewide Committee. The Statewide Committee, under the leadership of an elected chairperson, shall meet at least annually to address Program issues. The Statewide Committee shall also meet at least annually to review emergency preparedness and response procedures. The Statewide Committee shall represent the interests of the Members and Associate Members. In addition, the Statewide Committee includes representatives from the following:

United States Environmental Protection Agency (USEPA); American Water Works Association (AWWA); Federal Bureau of Investigation (FBI); Idaho Department of Environmental Quality (IDEQ); Idaho Air National Guard; Bureau of Homeland Security (BHS); Idaho Rural Water Association (IRWA); Idaho Emergency Management Association (IEMA).

Under the leadership of the chairperson, the Statewide Committee members shall plan and coordinate emergency planning and response activities for IdWARN. At its first meeting, the Statewide Committee shall establish initial membership of the committee and procedures for administration of the Statewide Committee, including meeting procedures and voting procedures.

ARTICLE IV. PROCEDURES

In coordination with the standards set forth by the Idaho Office of Emergency Management, the Statewide Committee shall develop operational and planning procedures for the implementation of the IdWARN program. The procedures shall be reviewed at least annually and updated as needed by the Statewide Committee.

ARTICLE V. REQUESTS FOR ASSISTANCE

A. Member Responsibility. Members shall identify an Authorized Official and alternates; provide contact information including twenty-four hour access; and, maintain resource information that may be available from the Member for mutual aid and assistance response. Member contact information shall be updated annually, or when changes occur, and provided to the Statewide Committee.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment or supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the procedures prepared under Article IV.

B. Response to a Request for Assistance. Members are not obligated to respond to a request. After a Member receives a request for assistance, the Authorized Official will evaluate whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether it will respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

C. Discretion of Responding Member's Authorized Official. Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. An Authorized Official's decisions on the availability of resources shall be final.

ARTICLE VI.

RESPONDING MEMBER PERSONNEL

A. National Incident Management System. When providing assistance under this Agreement, the Requesting Member and the Responding Member shall be organized and shall function under the National Incident Management System.

B. Control. While employees so provided may be under the supervision of the Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, consistent with the NIMS Incident Command System response protocol to address the needs identified by the Requesting Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance.

C. Food and Shelter. Whenever practical, Responding Member personnel must be self sufficient for up to seventy-two (72) hours. When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided below, the cost for such resources must not exceed

the per diem reimbursement rates published by the State of Idaho Board of Examiners for the applicable period and location. To the extent food and shelter costs exceed Board of Examiners' per diem rates, the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided by the Requesting Member.

D. Communication. The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communications with local responders and Member personnel.

E. Status. Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits provided in their respective jurisdictions.

F. Licenses and Permits. To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

G. Right to Withdraw. The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason at the Responding Member's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as is practical under the circumstances.

ARTICLE VII. COST REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred during the specified Period of Assistance as agreed in whole or in part by both parties, provided that any Responding Member may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Requesting Member without charge or cost when permitted by law to make such donation.

A. Personnel. The Responding Member shall be reimbursed by the Requesting Member for personnel costs incurred for work performed during the specified Period of Assistance. Responding Member personnel costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member should consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

B. Equipment. The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading and unloading of loaned equipment. All equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. If Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member shall reimburse Responding Member for such rental costs.

C. Materials and Supplies. The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.

D. Payment Period. The Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Requesting Member must send the itemized bill no later than ninety (90) days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one (1) year after the date a final itemized bill is submitted to the Requesting Member.

E. Records. Unless prohibited by law, each Responding Member and their duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

ARTICLE VIII.
DISPUTES

If any controversy or claim arises out of or relates to the execution of this Agreement, including but not limited to an alleged breach of this Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation.

If negotiation between the involved Members does not result in the issue being resolved, the Statewide Committee will assist in the negotiation process.

ARTICLE IX.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

Members who are public entities shall be subject to Article IX only to the extent permitted by law. Specifically, the duty of a public entity to defend, indemnify or hold harmless any party shall not be extended beyond the appropriation of expenditures for such duty as required by law, including Idaho Code section 59-1015 and Article VIII, Section 4 of the Idaho Constitution. Further, the liability of a public entity shall not be increased by this Article beyond the extent required by the Idaho Tort Claims Act, Idaho Code Title 6 Chapter 9.

The Requesting Member who is not a public entity shall assume, to the extent allowed by the Idaho Public Utilities Commission, the defense of, and fully indemnify and hold harmless the Responding Member, its officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from Responding Member's work during a specified Period of Assistance. The scope of the Requesting Member's duty to indemnify includes, but is not limited to, suits arising from, or related to negligent or wrongful use of equipment or supplies on loan to the Requesting Member, or faulty workmanship or other negligent acts, errors or omissions by Requesting Member or the Responding Member personnel.

The Requesting Member's duty to indemnify is subject to, and shall be complied consistently with, the conditions set forth in Article X.

ARTICLE X.
SIGNATORY INDEMNIFICATION

In the event of liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a specified Period of Assistance, the Members who are not public entities and either receive and provide assistance shall, to the extent allowed by the Idaho Public Utilities Commission, have a duty to defend, indemnify, save and hold harmless all Non-responding Members.

ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

ARTICLE XII.
NOTICE

A party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members or Associate Members of this Agreement shall provide prompt and timely notice to the Members or Associate Members who may be affected by the suit or claim. Each Member and Associate Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XIII.
INSURANCE

Members of this Agreement shall maintain an insurance policy or maintain a self insurance program that covers activities that it may undertake by virtue of membership in the IdWARN program.

ARTICLE XIV.
CONFIDENTIAL INFORMATION

To the extent authorized by law, including the Idaho Public Records Laws, Idaho Code title 74, Chapter 1 [previously sections 9-337 through 9-350], any Member or Associate Member shall maintain the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information disclosed under this Agreement. If any Member, Associate Member, third party or other entity request or demands, by subpoena or otherwise, that a Member or Associate Member disclose any Confidential Information disclosed under this Agreement, the Member or Associate Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

ARTICLE XV.
EFFECTIVE DATE

This Agreement and the Statewide Committee receives and approves the admission of the applicant. The Statewide Committee chair shall maintain a master list of all Members and Associate Members of the IdWARN program.

ARTICLE XVI.
WITHDRAWAL

A Member or Associate Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the Statewide Committee chair. Withdrawal takes effect sixty (60) days after the Statewide Committee chair receives notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

ARTICLE XVII.
MODIFICATION

No provision of this Agreement may be modified, altered or rescinded by individual parties of this Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the Agreement, legislative action, creation of an interstate aid and assistance agreement, or other developments. Modifications require a simple majority vote of the Members. The Statewide Committee chair must provide written notice to all Members and Associate Members of approved modifications to this Agreement. Approved modifications take effect sixty (60) days after the date upon which notice is sent to the Members and Associate Members.

ARTICLE XVIII.
SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XIX.
PRIOR AGREEMENTS

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

ARTICLE XX.
MISCELLANEOUS

- A. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Members and no person or entity has any rights under this Agreement as a third party beneficiary.
- B. Assignment Prohibited. No party may assign benefits or delegate duties created by this Agreement and such assignments and delegations are without effect.

C. No Authority to Bind Other Parties or Partnership. Neither the IdWARN Program nor any party has the authority to enter into contracts or agreements on behalf of one or more parties to this Agreement. This Agreement does not create a partnership between the parties and nothing contained herein shall be interpreted to create an employer-employee, master-servant, a joint venture, or principal-agent relationship between any party in any respect.

ARTICLE XII.
INTRASTATE AND INTERSTATE
MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members of this Agreement shall participate in mutual aid and assistance activities conducted under the IdWARN Program and the Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate mutual aid and assistance program for water and wastewater utilities through this Agreement if such a program were established.

IN WITNESS WHEREOF, the Members and Associate Members executing a signature page attached hereto have entered into this Agreement effective as set forth in Article XV above. This Agreement may be executed in counterparts by the execution of signature pages. Each such counterpart shall be deemed as an original, all of which together with the terms herein shall be considered one and the same Agreement.

[Signature Pages Follow]

SIGNATURE PAGE

**MUTUAL AID AND ASSISTANCE AGREEMENT FOR THE IDAHO INTRASTATE
WATER/WASTEWATER AGENCY RESPONSE NETWORK (IdWARN)**

(Organization Name)

Signed By _____
Position/Title _____

Date: _____

Please let us know who you would like to be the main contact person for WARN activities, notices, news, and activations.

Name: _____

Position: _____

Contact phone number: _____

Contact email: _____

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 22-254
Meeting Date September 22, 2022

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
Request to Approve an Ordinance, Updating McCall City Code Titles 4, 5 and 8 Related to Parking, Snow Removal Interference, and Snow Removal Services Regulations		Mayor / Council		
		City Manager	ABS	
		Clerk	JW	Originator
		Treasurer		
		Community Development		
		Police Department	SW	Supporter
		Public Works		Supporter
		Golf Course		
COST IMPACT:	N.A.	Parks and Recreation		
FUNDING SOURCE:	N.A.	Airport		
TIMELINE:		Library		
		Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:
City Council has reviewed and directed the recommended changes to McCall City Code Titles 4, 5 and 8 during three previous work sessions with staff. The city attorney has reviewed the attached proposed Ordinance and Ordinance summary.

The purpose of this code revision is to do three things:

1. Decriminalize parking and snow storage violations
2. Provide additional regulations for commercial snow removal
3. Create an enforcement mechanism in support of the first two goals.

This code revision achieves these purposes by enacting the following:

- a) Creating parking regulations that accommodate snow removal.
- b) Defines the process for issuance of a notice of violation for parking or snow storage.
- c) Creates a process for appeal of a notice of violation to the City Clerk.
- d) Allows for collection of unpaid notices of violation.
- e) Prohibits depositing of plowed snow onto public ROW or upon the property owned by a third party.
- f) Identifies the penalties for violation of city code by those licensed for snow removal.
- g) Establishes a fine for commercial snow removal without a license.

RECOMMENDED ACTION:

1. Suspend the rules and read by title only, one-time only, Ordinance ____.
2. Adopt Ordinance ____, Updating McCall City Code Titles 4, 5 and 8, approve the publication of the summary, and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION	
MEETING DATE	ACTION
5-28-2021	AB-21-155 – Staff/Council work session #1
12-2-2021	Work Session #2
1-27-2022	Work Session #3

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF McCALL, VALLEY COUNTY, IDAHO, AMENDING SECTIONS 4.3.1, *LICENSE REQUIRED; APPLICATION; AND PROCEDURE*, AND 4.3.2., *SNOW REMOVAL CONTRACTOR RESPONSIBILITY*, OF CHAPTER 3, *SNOW REMOVAL LICENSES*, TITLE IV, *BUSINESS REGULATIONS*, OF THE McCALL CITY CODE TO ESTABLISH FINES AND LICENSE SUSPENSION FOR UNLAWFUL COMMERCIAL SNOW REMOVAL AND PROVIDE FOR RECONSIDERATION OF FINES AND BUSINESS LICENSE REVOCATION; AMENDING SECTIONS 5.6.210, *AUTHORITY TO REGULATE*, 5.6.220, *GENERAL PROVISIONS AND PRESUMPTIONS*, DELETING SECTION 5.6.230, *PONDEROSA STATE PARK RULES AND REGULATIONS*, RETITLING 5.6.240, *PENALTIES FOR PARKING VIOLATIONS*, TO *NOTICE OF PARKING VIOLATIONS AND PROCEDURES*, AND ENACTING 5.6.250, *NOTICE OF PARKING VIOLATION DELINQUENCY AND COLLECTION*, OF CHAPTER 6, *VEHICLE AND BOAT REGULATIONS*, TITLE V, *PUBLIC SAFETY*, OF THE McCALL CITY CODE TO AUTHORIZE THE CITY TO REGULATE, LIMIT AND CONTROL TRAFFIC AND PARKING WITHIN ITS BOUNDARIES AND PROVIDE FOR NOTICE AND COLLECTION OF PARKING VIOLATIONS; AND AMENDING SECTION 8.5.030, *INTERFERENCE WITH SNOW REMOVAL AND DEPOSIT ON RIGHT OF WAY PROHIBITED*, AND ENACTING 8.5.040, *NOTICE OF SNOW STORAGE VIOLATIONS AND PROCEDURES*, OF CHAPTER 5, *SNOW, ICE AND RUBBISH REMOVAL*, TITLE VIII, *PUBLIC WAYS AND PROPERTY*, OF THE McCALL CITY CODE TO EXPAND WHAT CONSTITUTES INTERFERENCE WITH SNOW REMOVAL, VIOLATIONS FOR SNOW STORAGE, PROVIDE PENALTIES FOR VIOLATIONS AND FOR RECONSIDERATION OF FINES AND BUSINESS LICENSE REVOCATION, PROVIDING FOR SAVINGS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1: That Sections 4.3.1, 4.3.2., 5.6.210, 5.6.220, 5.6.230, 5.6.240, and 8.5.030 of the McCall City Code ARE HEREBY AMENDED, and that Sections 5.6.250 and 8.5.040 of the McCall City Code ARE HEREBY ENACTED, all as provided for in Exhibit “A” attached hereto and, by this reference, incorporated herein as if set forth in full.

Section 2: SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 3: EFFECTIVE DATE. 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 22nd DAY OF SEPTEMBER 2022.

Approved:

By _____
Robert S. Giles, Mayor

Attest:

By _____
BessieJo Wagner, City Clerk

EXHIBIT A

5.6.210: AUTHORITY TO REGULATE:

(A) Idaho Code sections 50-302, 50-314 and 49-208 authorize the City to regulate, limit and control traffic and parking within its boundaries.

1. The Chief may regulate parking by causing the placement of traffic control devices advising the public that parking is prohibited or restricted. Violations of the restrictions or prohibitions stated on such City signs is unlawful. All signs in place March 19, 1992 or placed at the direction of the Chief after that date, are declared authorized.
2. ~~(B)~~ Curb loading zones may be created by the Chief, upon payment of a permit fee to the City in an amount fixed by resolution of the Council, and upon the permittee's erection at each end of such zone an official traffic control device indicating such zone.
3. ~~(C)~~ The authority of the City to place other traffic control devices is delegated to the Chief. Violation of the restrictions or prohibitions stated on such City signs is unlawful. (Ord. 606, 5-14-1992)

5.6.220: GENERAL PARKING PROVISIONS AND PRESUMPTIONS:

~~(A) It is unlawful for any person to park a motor vehicle for a period of time longer than two (2) hours between the hours of eight o'clock (8:00) A.M. through six o'clock (6:00) P.M. of any day on the following streets:~~

- ~~1. Those portions of Lake Street, of Lenora Street and of Park Street, that are between First and Third Streets.~~
- ~~2. Those portions of First Street, of Second Street and of Third Street, that are between Lake and Park Streets.~~

~~(BA) Except when being diligently loaded or unloaded from or to an adjacent business, it is unlawful for a semi-trailer, or for a truck larger than a standard pick-up truck, or for a semi-trailer, to be parked on a street or alley within the Central Business District as defined on the Zoning Map for the City of McCall.~~

~~(CB) It is unlawful for any person to park a recreational vehicle, bus, boat, or any style trailer, on any public roadway within any residential zone identified on the Zoning Map for the City of McCall.~~

~~(DC) It is unlawful for any person to park any vehicle or trailer in the lot identified as the Mill Road parking lot, located at 1209 Mill Road between the hours of eleven o'clock (11:00) P.M. and five o'clock (5:00) A.M., beginning ~~July 1, 2016~~ and June 1 through August 31 every year~~

thereafter, in the lot identified as the Mill Road parking lot, located at 1209 Mill Rd. unless the person in control of such vehicle and/or trailer has purchased a permit for overnight parking and the permit is attached thereto.

1. Beginning September 1st of each year, and continuing through the next occurring May 31, it is unlawful for any person to park any vehicle or trailer in the lot identified as the Mill Road parking lot for a period of time exceeding seventy-two (72) consecutive hours.
2. It is unlawful for any person to park any vehicle not attached to a trailer in any parking space which is marked for trailer parking in the lot identified as the Mill Road parking lot, located at 1209 Mill Road. Parking spaces marked for trailer parking include any marked parking space which is striped in such a way that a continuous and unbroken parking space in excess of forty feet (40') in length is created. It shall be permissible to park a trailer not attached to a vehicle only in parking spaces marked for trailer parking, and only for such periods of time as are authorized herein.
3. It is unlawful for any person to park any trailer, whether attached to a vehicle or detached from a vehicle, in any parking space which is marked as a vehicle only space in in the lot identified as the Mill Road parking lot, located at 1209 Mill Road. Parking spaces marked as vehicle only space shall include any space which is striped in such a way that a parking space that does not exceed twenty-five feet (25') in length is created.

(~~E~~D) It is unlawful to park a motor vehicle within a street or highway right-of-way for purposes of displaying such vehicle for sale; or for purposes of washing, greasing, oiling, or repair, except when the vehicle is undergoing emergency repairs.

(~~F~~E) It is unlawful to park any vehicle or trailer in an officially designated, painted and signed bicycle lane.

(F) Interference With Snow Removal: It shall be unlawful for any person to cause or allow any vehicle, trailer, or other personal property to be parked or abandoned as defined in chapter 1 of title 49, Idaho Code, or otherwise left unattended, on any public right of way within the McCall City Limits at any time or in any manner which will obstruct or hinder any city employee, city contractor, or state of Idaho employee from conducting snow removal operations or which will leave any vehicle in such a position that it is subject to damage by city employees, city contractors, or state employees engaged in snow removal operations. This provision shall not prohibit the stopping of passenger vehicles for periods of time sufficient to load or discharge passengers from such vehicles.

1. Owners of vehicles parked in violation of this section shall also be held liable for any damage to snow removal equipment, which may occur due to contact with said vehicle.
2. The City of McCall and the State of Idaho shall not be liable for damage to any vehicles or property parked in violation of this section.

3. Snow removal operations shall be deemed completed at such time as the full width of the street right of way has been cleared of snow.
4. For the purposes of this chapter, snow removal operations from November 1 to March 31 of the following year are presumed to occur daily in the central business district (defined at subsection 3.4.01 of this code) and that portion of Third Street between Railroad Avenue and Colorado Street between the hours of three' o'clock (3:00) A.M. and seven' o'clock (7:00) A.M., in all other zones between the hours of three' o'clock (3:00) A.M. and twelve' o'clock (12:00) noon.

(G) In addition to parking regulation otherwise provided herein, for a period beginning November 1st and extending through the next occurring March 31st of each year it is unlawful for any person to park any vehicle or trailer on a street or alley within the Central Business District as defined on the Zoning Map for the City of McCall between the hours of three o'clock (3:00) A.M. and seven o'clock (7:00) A.M.

(H) In addition to parking regulation otherwise provided herein, for a period beginning November 1st and extending through the next occurring March 31st of each year it is unlawful for any person to park any vehicle or trailer on that portion of State Highway 55 between the intersection with Railroad Avenue and the intersection with Colorado Street between the hours of three o'clock (3:00) A.M. and seven o'clock (7:00) A.M.

(I) In addition to parking regulation otherwise provided herein, for a period beginning November 1st and extending through the next occurring March 31st of each year it is unlawful for any person to park any vehicle or trailer on any street or alley within the McCall City limits between the hours of three o'clock (3:00) A.M. and twelve o'clock (12:00) P.M.

(GJ) Whenever a vehicle is ~~ticketed~~ issued a Notice of Parking Violation for unlawful parking, the registered owner of the same shall be presumed to have been the operator; such presumption may be overcome only by the owner's producing another person who admits to the parking violation and pays the penalty.

(HK) A violation of a State Motor Vehicle Code (title 49, Idaho Code) provision within the City is unlawful. Violation of a rule or regulation promulgated by the Chief pursuant to authority in such title 49 is unlawful. (Ord. 943, 6-9-2016; Ord. 975, 6-13-2019)

5.6.230: PONDEROSA STATE PARK RULES AND REGULATIONS:

~~—(A) In Ponderosa State Park all motorized and off road vehicles shall stay on authorized and established park roadways. The drivers of all such vehicles operated within such park shall be licensed or certified as required under State law for the type of vehicle operated. Parking is allowed only in areas designated for that use by the park manager.~~

~~—(B) It is unlawful to park a vehicle within the boundaries of Ponderosa State Park unless it bears a current motorized vehicle entrance permit issued by the Idaho State Department of Parks and Recreation.~~

~~—(C) Within the boundaries of Ponderosa State Park those persons designated as special deputies pursuant to rule IDAPA 26.01.2 of the Idaho Department of Parks and Recreation and Idaho Code section 67-2901(5), as well as officers of the department, are authorized to issue City of McCall parking citations for violation of this section. (Ord. 606, 5-14-1992)~~

~~5.6.240: PENALTIES FOR PARKING VIOLATIONS:~~

~~—(A) A person liable upon a parking ticket shall pay a penalty as follows:~~

~~—1. Within ten (10) days of the time of the issuance of said parking violation ticket, pay to the City Treasurer's Office in full satisfaction of such violation, the penalty fixed by resolution of the City Council with respect to such violations for each such notice left upon his or her vehicle; or~~

~~—2. Within thirty (30) days from the date of said parking violation ticket, pay to the City Treasurer's Office in full satisfaction of such violation an amount equal to twice the penalty fixed under subsection (A)1 of this section.~~

~~—(B) The failure of any owner or operator to make payment to the City Treasurer's Office within the times prescribed is an infraction punishable as provided in this title and as provided in the Idaho Code with respect to motor vehicle infractions.~~

~~—(C) The fees for parking violations may be established by resolution of the Council. A copy of the parking violation fee schedule may be obtained from the City Clerk's Office. (Ord. 768, 10-24-2002)~~

5.6.230 NOTICE OF PARKING VIOLATIONS AND PROCEDURES:

(A) Upon observing any vehicle stopped, standing or parked in violation of the provisions specified in section 5.6.220 of this title, the City Street Superintendent, City Code Enforcement Office or the McCall City Police Department is authorized to serve a Notice of Parking Violation by any one or more of the following means:

1. By securing a Notice of Parking Violation to the vehicle;
2. By personally serving the operator or owner of the vehicle with a Notice of Parking Violation;
3. By personally serving a passenger of the vehicle who is over the age of eighteen (18) years with a Notice of Parking Violation; or
4. By mailing, via United States Postal Service first class mail, a Notice of Parking Violation to the vehicle's owner at the address maintained in motor vehicle registration records.

(B) Every Notice of Parking Violation shall include the following:

1. The date and time at which the violation was observed;
2. The location where the violation occurred;
3. The license plate number and make of the vehicle observed to be in violation;
4. The Code section violated and a brief description of the violation;
5. The fine amount, and any applicable administrative fees;
6. Instructions explaining how the registered owner or operator of the vehicle in violation may pay the fine and any fees associated with the violation; and
7. A statement describing the process by which the operator or registered owner of the vehicle in violation may contest the violation indicated on the Notice of Parking Violation.

(C) A separate Notice of Parking Violation may be served for each violation.

(D) One copy or an automated record of each Notice of Parking Violation shall be filed with the City Clerk's office.

(E) Each person served with a Notice of Parking Violation shall, within thirty (30) business days from the date on the Notice of Parking Violation, or if notice is served by mail, within thirty (30) business days from the date of posting to the address of the vehicle's registered owner:

1. Pay the corresponding parking fine and fee amount on the City Clerk fine schedule which shall be set by resolution of the City Council from time to time; or
2. Submit to the City Clerk's Office a request for reconsideration of the violation indicated on the Notice of Parking Violation.

(F) A request for reconsideration to the City Clerk is an informal process by which a person who received a Notice of Parking Violation may submit a written challenge to the validity of a parking violation and ask for reconsideration of the Notice of Parking Violation by the City Clerk. The City Clerk shall review all documents, evidence and information submitted and, within ten (10) business days of the receipt of the request for reconsideration, the City Clerk shall issue a written decision determining whether reversal of the issued Notice of Parking Violation is warranted. Issued Notice of Parking Violations shall only be reversed by the City Clerk if the Clerk can find by a preponderance of the evidence presented that the Notice of Parking Violation was issued in error. The City Clerk's written determination shall be final. The City Council may set a fee to defray the cost of such requests for reconsideration. The reconsideration fee must be collected by the City Clerk before a request for reconsideration will be honored.

(G) From the date of Notice of Parking Violation, all unpaid violations shall have an administrative fee in an amount as established by the City Council and listed on the most current

City Clerk fee schedule to defray the administrative and personnel costs and mailing expenses arising from collection of fines.

(H) Any vehicle or trailer that continues in violation of the provisions of McCall City Code Sections 5-6-220 or 8-5-030 for a period of more than forty-eight (48) hours after service of a Notice of Parking Violation shall be deemed to have been abandoned and shall be subject to the provisions of Idaho Code Title 49, Chapter 18.

5.6.240: NOTICE OF PARKING VIOLATION DELINQUENCY AND COLLECTION:

(A) Delinquent Notice of Parking Violations: A Notice of Parking Violation shall be deemed delinquent if the registered owner fails to either pay the fine and fee associated with the Notice of Parking Violation to the City Clerk, or request reconsideration within thirty (30) days from the date service of the Notice of Parking Violation. If the registered owner has requested reconsideration by the City Clerk, and the Notice of Parking Violation is not overturned, the applicable fines and fees must be paid within ten (10) days of the City Clerk's written decision.

(B) Failure to timely pay on a Notice of Parking Violation will constitute an infraction.

8-5-030: INTERFERENCE WITH SNOW REMOVAL AND DEPOSIT ON RIGHT OF WAY PROHIBITED:

~~(A) Interference With Snow Removal: It shall be unlawful for any person to park, abandon, or otherwise leave unattended any vehicle or trailer, as defined in chapter 1 of title 49, Idaho Code, on any city right of way at any time or in any manner which will obstruct or hinder any city employee, city contractor, or state of Idaho employee during snow removal operations or which will leave any vehicle in such a position that it is subject to damage by city employees, city contractors, or state employees engaged in snow removal operations. This provision shall not prohibit the stopping of passenger vehicles for periods of time sufficient to load or discharge passengers from such vehicles. Owners of vehicles parked in violation of this section shall be subject to citation or towing. Owners of vehicles parked in violation of this section shall also be held liable for any damage to snow removal equipment, which may occur due to contact with said vehicle. The city of McCall and the state of Idaho shall not be liable for damage to any vehicles or property parked in violation of this section. Snow removal operations shall be deemed completed at such time as the full width of the street right of way has been restored.~~

~~For the purposes of this chapter, snow removal operations from November 1 to March 31 of the following year are presumed to occur daily in the central business district (defined at subsection 3.4.01(C) of this code) and that portion of Third Street between Railroad Avenue and Colorado Street between the hours of three o'clock (3:00) A.M. and seven o'clock (7:00) A.M., in all other zones between the hours of three o'clock (3:00) A.M. and twelve o'clock (12:00) noon.~~

~~(B) Snow Deposited On Right Of Way Prohibited: Snow may not be~~ It shall be unlawful for any person to cause snow to be dumped, deposited, placed, or pushed into any city street or public right of way. It shall be unlawful for any person to Snow removed remove snow from private

property ~~may not~~ and cause it to be piled so as to block or cover a fire hydrant, snow pole, street sign, culvert inlets and outlets, or other drainage structures.

(B) Snow Deposited upon the Property of Another without Permission: It shall be unlawful for any person to cause snow to be dumped, deposited, placed, or pushed onto property owned by another without first obtaining written permission.

(C) Penalties: ~~Any person violating this section~~ Any person depositing or causing or directing another to deposit snow as prohibited in this section shall be issued a Notice of Snow Storage Violation as provided in Section 8.5.040, and shall be fined ~~twenty five dollars (\$25.00)~~ in an amount identified on the City Clerk's fine schedule which schedule shall be set by resolution of the City Council from time to time; provided, further, that any person who violates this section for a second time in any twelve (12) month period shall be subject to the general penalty found in section [1.3.1](#) of this code. (Ord. 920, 2-13-2014)

8.5.040 NOTICE OF SNOW STORAGE VIOLATIONS AND PROCEDURES:

(A) Upon observing a violation of the provisions specified in section 8.5.030 of this title, the City Street Superintendent, City Code Enforcement Office or the McCall City Police Department is authorized to serve a Notice of Snow Storage Violation, by any one or more of the following means:

1. By securing a Notice of Snow Storage Violation to the front door or other prominent location on the real property from which the snow deposited in the right of way originated;
2. By personally serving the owner or lessee of the real property from which the snow deposited in the right of way originated with a Notice of Snow Storage Violation. Such service may be effectuated by personally serving a Notice of Snow Storage Violation upon a person who is over the age of eighteen (18) years, and who is found within a dwelling structure upon the real property from which the snow deposited in the right of way originated;
3. By mailing, via United States Postal Service first class mail, a Notice of Snow Storage Violation to the mailing address for the real property from which the snow deposited in the right of way originated as well as by mailing a copy of the Notice of Snow Storage Violation to the owner of record as identified for property tax purposes by the Valley County Assessor.

(B) Every Notice of Snow Storage Violation shall include the following, if applicable to the observed violation:

1. The date and time the violation was observed;
2. The location where the violation occurred;

3. The address for the property from which the snow storage violation originated;
4. The Code section violated and a brief description of the violation;
5. The fine amount and any applicable fees;
6. Instructions explaining how the owner, lessor or occupant of the real property may pay the fine and fees associated with the snow storage violation; and
7. A statement describing the process by which the owner of the real property from which the snow deposited in the right of way originated, or any other person receiving the Notice of Snow Storage Violation may request reconsideration of the Notice of Snow Storage Violation.

(C) A separate Notice of Snow Storage Violation may be served for each violation.

1. Failure to completely remediate a snow storage violation under this Section within four (4) days of service of a Notice of Snow Storage Violation shall constitute a new snow storage violation under this Section and shall warrant service of an additional Notice of Snow Storage Violation according to the terms of this Section.

(D) One copy or an automated record of each Notice of Snow Storage Violation shall be filed with the City Clerk's office.

(E) Each person served with a Notice of Snow Storage Violation shall, within thirty (30) business days from the date on the Notice of Snow Storage Violation was served upon a person, or if notice is served by mail, within thirty (30) business days from the date of posting to the address of the real property from which the snow deposited in the right of way originated, shall:

1. Pay the corresponding snow storage violation fine amount on the City Clerk fine schedule which schedule shall be set by resolution of the City Council from time to time, plus any applicable fees; or
2. Submit to the City Clerk's Office a request for reconsideration of the violation indicated on the Notice of Snow Storage Violation.
3. All unpaid violations shall have an administrative fee in an amount as established by the City Council and listed on the most current City Clerk fee schedule to defray the administrative and personnel costs and mailing expenses arising from collection of fines

(F) A request for reconsideration to the City Clerk is an informal process by which a person who received a Notice of Snow Storage Violation may submit a written challenge to the validity of a Notice of Snow Storage Violation and ask for reconsideration of the snow storage violation by the City Clerk. The City Clerk shall review all documents, evidence and information submitted and, within ten (10) business days of the receipt of the request for reconsideration, the City Clerk shall issue a written decision determining whether reversal of the issued Notice of Snow Storage Violation is warranted. A Notice of Snow Storage Violation shall only be reversed by the City

Clerk if the Clerk can find by a preponderance of the evidence presented that the Notice of Snow Storage Violation was issued in error. The City Clerk's written determination shall be final. The City Clerk's written decision shall become effective immediately upon transmission of the decision to the applicant by U.S. Mail. The City Council may set a fee to defray the cost of such requests for reconsideration. The reconsideration fee must be collected by the City Clerk before a request for reconsideration will be honored.

(G) A Notice of Snow Storage Violation shall be delinquent if the person responsible for payment fails to pay all fines and fees:

1. Within thirty (30) business days from the date on the Notice of Snow Storage Violation was personally served as provided herein; or
2. Within thirty (30) business days from the date of posting notice to the address of the real property from which the snow deposited in the right of way originated; or
3. Within ten (10) days of transmission of the City Clerks written decision on a request for reconsideration to the Applicant via U.S. Mail.

(H) Any person holding a business license and a permit for commercial snow removal service who violates the provisions of section 8.5.030 of this title, shall, on the first offense, be issued a Notice of Snow Storage Violation and shall be subject to a fine in the amount indicated on the fine schedule approved by the City Council and maintained by the City Clerk, and a fee set by the City Council to offset the administrative costs of issuance of the Notice of Snow Storage Violation, and collection of the corresponding fee. Any contractor found to have violated the provisions of section 8.5.030 of this title a second time within 365 days of the first offense shall be subject to suspension of their snow removal contractor's license for a period of sixty (60) days. Any person who is issued a Notice of Snow Storage Violation may request reconsideration of the fine or business license suspension using the same process as applicable to snow storage violations provided in this Section.

4.3.1: LICENSE REQUIRED; APPLICATION; AND PROCEDURE:

(A) ~~It shall be unlawful for a~~ Any person ~~to~~ who engages in the business of snow removal ~~unless~~ without first obtaining a valid general business license per McCall City Code 4.2.3 and a permit for commercial snow removal service within the City Limits, ~~therefor has been issued as provided for in this chapter and which is in full force and effect~~ shall be fined in the amount indicated on the fine schedule approved by the City Council and maintained by the City Clerk. Any such person may request reconsideration of the fine and business license revocation to the City Clerk using the same process as applicable to a Notice of Snow Storage Violation provided in this chapter.

(B) An application for such ~~license~~ permit for commercial snow removal service shall be made to the City Clerk in such form and manner as provided by the City Clerk's Office and shall include:

1. Name and description of the applicant; ~~if the applicant is an association, company, or corporation, then it shall submit a separate application for each natural person who will~~

~~be acting as a snow removal contractor in the City, and each shall receive and maintain license documentation;~~

2. If the applicant is an association, company, or corporation, then it shall submit a list naming each natural person who will be acting as a snow removal contractor in the City, and each shall receive and maintain license documentation;
- ~~2. 3.~~ Address, both legal and local;
- ~~3. 4.~~ A description of the vehicle or equipment to be used;
- ~~4. Tax ID number and/or driver's license number of applicant;~~
5. The name of the contact person in case of issues related to their services within the City;
6. Proof of insurance showing the snow removal contractor has a policy of liability and property damage insurance covering the work of the snow removal contractor and the contractor's employees. The insurance policy should also list the City as an additional insured party in a sum not less than provided by Idaho Code section 6-926 et seq.

(C) At the time of filing an application, the fee for a general business license and permit for commercial snow removal shall be paid and is nonrefundable. The fee shall be set from time to time by resolution of the City Council. (Ord. 953, 12-1-2016)

4.3.2: SNOW REMOVAL CONTRACTOR RESPONSIBILITY:

(A) The snow removal contractor shall be responsible for the work performed under the provisions of this section and comply with the rules and regulations pertaining to snow removal within the City.

1. The public right-of-way is used by the City for storage of snow plowed from the streets. It is not available for snow storage for individuals.
2. Under no circumstances can snow be plowed or blown in a manner that interferes with City or Idaho Transportation Department snow removal operations, or with the public's normal use of City streets.
3. Under no circumstances can snow be plowed onto adjacent private property without written permission from the property owner.
4. Under no circumstances can snow from private property be stored on public property without written permission from the City's Public Works Department.

(B) The snow removal contractor shall keep a log of the properties served which will be provided to the City upon request of the City.

(C) Comply with all City, County, State, and Federal laws.

(D) All contractors shall have in their possession during snow removal operations, the appropriate snow removal ~~license~~ permit documentation (i.e., sticker, identification card, etc.) as provided by the City. (Ord. 953, 12-1-2016)

(E) Any contractor found to have violated this section, shall, on the first offense, be subject to a fine in the amount indicated on the fine schedule approved by the City Council and maintained by the City Clerk. Failure to timely pay on a violation will constitute an infraction. Any contractor found to have violated this section a second time within 365 days of the first offense shall be subject suspension of their snow removal contractor's license for a period of sixty (60) days. Any such person may request reconsideration of the fine and business license revocation by the city clerk using the same process as applicable to snow storage violations provided McCall City Code 8.5.040.

SUMMARY
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF McCALL, VALLEY COUNTY, IDAHO, AMENDING SECTIONS 4.3.1, *LICENSE REQUIRED; APPLICATION; AND PROCEDURE*, AND 4.3.2., *SNOW REMOVAL CONTRACTOR RESPONSIBILITY*, OF CHAPTER 3, *SNOW REMOVAL LICENSES*, TITLE IV, *BUSINESS REGULATIONS*, OF THE McCALL CITY CODE TO ESTABLISH FINES AND LICENSE SUSPENSION FOR UNLAWFUL COMMERCIAL SNOW REMOVAL AND PROVIDE FOR RECONSIDERATION OF FINES AND BUSINESS LICENSE REVOCATION; AMENDING SECTIONS 5.6.210, *AUTHORITY TO REGULATE*, 5.6.220, *GENERAL PROVISIONS AND PRESUMPTIONS*, DELETING SECTION 5.6.230, *PONDEROSA STATE PARK RULES AND REGULATIONS*, RETITLING 5.6.240, *PENALTIES FOR PARKING VIOLATIONS*, TO *NOTICE OF PARKING VIOLATIONS AND PROCEDURES*, AND ENACTING 5.6.250, *NOTICE OF PARKING VIOLATION DELINQUENCY AND COLLECTION*, OF CHAPTER 6, *VEHICLE AND BOAT REGULATIONS*, TITLE V, *PUBLIC SAFETY*, OF THE McCALL CITY CODE TO AUTHORIZE THE CITY TO REGULATE, LIMIT AND CONTROL TRAFFIC AND PARKING WITHIN ITS BOUNDARIES AND PROVIDE FOR NOTICE AND COLLECTION OF PARKING VIOLATIONS; AND AMENDING SECTION 8.5.030, *INTERFERENCE WITH SNOW REMOVAL AND DEPOSIT ON RIGHT OF WAY PROHIBITED*, AND ENACTING 8.5.040, *NOTICE OF SNOW STORAGE VIOLATIONS AND PROCEDURES*, OF CHAPTER 5, *SNOW, ICE AND RUBBISH REMOVAL*, TITLE VIII, *PUBLIC WAYS AND PROPERTY*, OF THE McCALL CITY CODE TO EXPAND WHAT CONSTITUTES INTERFERENCE WITH SNOW REMOVAL, VIOLATIONS FOR SNOW STORAGE, PROVIDE PENALTIES FOR VIOLATIONS AND FOR RECONSIDERATION OF FINES AND BUSINESS LICENSE REVOCATION. PROVIDING FOR SAVINGS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

The purpose of this code revision is to do three things:

1. Decriminalize parking and snow storage violations and provide for enforcement by fines,
2. Provide additional regulations for commercial snow removal, and
3. Create an enforcement mechanism in support of the first two goals.

This code revision achieves these purposes by enacting the following:

- Amends and creates parking regulations that accommodate snow removal.
- Defines the process for issuance of a notice of violation for parking or snow storage violations.
- Provides the process for the Council to establish fines for notices of violation to be set by resolution.
- Creates a process for request for reconsideration of a notice of violation to the City Clerk.
- Allows for further enforcement of unpaid notices of violation.
- Deletes certain specific regulations for Ponderosa State Park.
- Prohibits depositing of plowed snow onto public ROW or upon property owned by a third party.

- Identifies the penalties for violation of city code by those licensed for snow removal.
- Establishes a fine for commercial snow removal without a license.

That the effective date of the Ordinance is upon its passage and publication as required by law.

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

PASSED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF McCALL, IDAHO, THIS ____ DAY OF _____, 2022.

Approved:

By _____
Robert S. Giles, Mayor

ATTEST:

By _____
BessieJo Wagner, City Clerk

WHITE PETERSON

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September 14, 2022

City of McCall
BessieJo Wagner, City Clerk
216 E. Park St.
McCall, ID 83638
Delivered electronically to bwagner@mccall.id.us

Re: Summary Certification Ordinance ___ – Parking and Snow Removal

Dear BessieJo,

Opinion: As a legal advisor for the City of McCall, please consider this my statement and opinion that the attached summary is true and complete and provides adequate notice of the contents of said ordinance to the public.

Requested Action: Upon passage of the ordinance please proceed to file this statement with the original ordinance in the Ordinance Book of the City of McCall, as required by Idaho Code 50-901A (3).

Sincerely,

WHITE PETERSON



Matthew A. Johnson

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 22-255
Meeting Date September 22, 2022

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Review Proposed Fees and Fines for Parking and Snow Storage Violation and Process Administration and Provide Direction to Staff</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		Originator
		Treasurer	AW	
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:				
FUNDING SOURCE:	Fees	Airport		
		Library		
TIMELINE:	October 20, 2022	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:
At the request of Council, staff has determined a fee and fine schedule for Parking and Snow Storage violations and process administration in relation to the Parking and Snow Removal Ordinance. A proposed fee schedule will be presented for Council to review and provide direction to staff. Once the Council has reviewed the new fees, a public hearing will be scheduled to amend the Comprehensive Fee Schedule to add the attached fines and fees.

RECOMMENDED ACTION:
Provide direction to staff to schedule a public hearing to adopt the proposed fees and fines for Parking and Snow removal

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

Parking and Snow Removal Fines and Fees

Notice of Parking Violation Fines and Fees MCC 5.6.240

Parking violation fine	\$75
Administrative fee	\$25
Reconsideration fee	\$10
Administrative fee for unpaid/delinquent violations	\$100

Notice of Snow Storage Violation Fines and Fees MCC 8.5.040

Snow storage violation – right of way	\$100
Administrative fee	\$25
Reconsideration fee	\$10
Administrative fee for unpaid/delinquent violations	\$100

Snow Removal Permit Fees and Violation Fines MCC 4.3.1

Permit for Commercial Snow Removal Fee	\$125.00 for the initial season (October- April) \$75.00 annual renewal due by October 31st of each year. Failure to renew by November 15th each year will result in a penalty of \$5.00 per day in addition to penalties outline in MCC 4.1.3
Operating without a permit for commercial snow removal - fine	\$150
Administrative fee	\$25
Reconsideration fee	\$10
Administrative fee for unpaid/delinquent violations	\$100

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 22-248
Meeting Date September 22, 2022

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to approve Resolution 22-30 adopting the 2022 McCall Historic Preservation 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		
		Parks and Recreation		
COST IMPACT:	\$8500	Airport		
FUNDING SOURCE:	\$5000 Idaho SHPO Certified Local Government Grant; \$3500 GL 10-48-150-465	Library		
TIMELINE:	asap	Information Systems		
		Economic Development	DM	originator

SUMMARY STATEMENT:

The McCall Historic Preservation Commission worked with The Craig Group to update the 2011 McCall Historic Preservation Plan. The updated plan will provide guidance to the Historic Preservation Commission and City Council in their efforts to accomplish the objectives of McCall City Code Title III, Chapter 20.

Community outreach during plan development, although altered in format due to COVID 19 mitigation measures, included input from over 300 participants via online surveys, interviews and works sessions with key community groups, sessions with high school classes, and one-on-one interviews with the heads of nonprofits, business leaders, City staff and committee members.

The plan's goals and objectives were posted for public review via online survey and, at its September 12, 2022 meeting, the McCall Historic Preservation Commission unanimously recommended the updated 2022 McCall Historic Preservation Plan to City Council for adoption.

A resolution for adoption of the plan update and the final draft of the 2022 McCall Historic Preservation Plan (Exhibit A) are attached.

RECOMMENDED ACTION:

Approve Resolution 22-30 adopting the 2022 McCall Historic Preservation Plan and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION
December 17, 2020	AB 20-341 Approved submittal of Certified Local Government grant application to support update of the McCall Historic Preservation Plan



City of McCall

RESOLUTION 22-30

A RESOLUTION OF THE CITY OF MCCALL, IDAHO, ADOPTING THE MCCALL HISTORIC PRESERVATION PLAN, PROVIDING FOR RELATED MATTERS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the McCall Area Comprehensive Plan (2018) includes a goal to “Preserve, promote, and enhance McCall’s history and heritage.”; and

WHEREAS, the McCall City Council adopted Ordinance 686 on October 26, 1995 which established the Historic Preservation Commission; and

WHEREAS, the purpose of the Historic Preservation Commission is to assist the City Council to promote the educational, cultural, economic and general welfare of the public of the City of McCall, Idaho, through the identification, evaluation, designation and protection of those buildings, sites, areas, structures and objects which reflect significant elements of the City's, the State's, and the nation's historic architectural, archaeological and cultural heritage; and

WHEREAS, the McCall City Council adopted a McCall Historic Preservation Plan on January 5, 2012, to provide guidance to the Historic Preservation Commission and the City Council in their efforts to accomplish the objectives identified above; and

WHEREAS, the City of McCall’s Historic Preservation Commission requested an update to the McCall Historic Preservation Plan; and

WHEREAS, the City of McCall applied for Certified Local Government Grant funding from the National Park Service through the Idaho State Historic Preservation Office to prepare an update to the McCall Historic Preservation Plan; and

WHEREAS, Certified Local Government grant funding to hire a qualified historic preservation consultant was awarded to the City of McCall on February 12, 2021; and

WHEREAS, the City of McCall hired The Craig Group on August 9, 2021 to assist the City in preparation of the McCall Historic Preservation Plan update; and

WHEREAS, the consultant engaged in a multi-faceted community outreach campaign to gather public input into the plan vision, goals, and action items for historic preservation; and

WHEREAS, at its September 12, 2022 meeting, the McCall Historic Preservation Commission unanimously recommended the updated 2022 McCall Historic Preservation Plan (Exhibit A) to City Council for adoption; and

WHEREAS, the final McCall Historic Preservation Plan was presented to Council on September 22, 2022.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of McCall, Valley County, Idaho that:

Section 1: The 2022 McCall Historic Preservation Plan is adopted, and a copy of the Plan is attached hereto as Exhibit A, and by this reference incorporated herein.

Section 2: This resolution shall be in full force and effect upon its passage and approval.

PASSED AND ADOPTED by the McCall City Council of the City of McCall, Idaho, on September 22, 2022.

APPROVED:

By _____
Robert S. Giles, Mayor

ATTEST:

By _____
BessieJo Wagner, City Clerk

MCCALL AREA HISTORIC PRESERVATION PLAN



CONNECT TO OUR HERITAGE



MCCALL HISTORIC PRESERVATION COMMISSION

ACKNOWLEDGMENTS

The City of McCall Community and Economic Development Department working with consultants The Craig Group Partners, LLC, prepared this document in accordance with National Park Service Preservation Planning Standards and in recognition of further goals of the Idaho State Historical Society’s comprehensive statewide preservation plan.

The activity that is the subject of this publication has been funded in part with Federal funds from the National Park Service, Department of the Interior and administered by the Idaho State Historical Society. However, the contents and opinions do not necessarily reflect the views or policy of the Department of the Interior or the Idaho State Historical Society.

“This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age, religion or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Chief, Office of Equal Opportunity Programs, United States Department of the Interior, National Park Service, 1849 C Street., NW, MS-2740, Washington, D.C. 20240.”

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MCCALL HISTORIC PRESERVATION COMMISSION

ACKNOWLEDGMENTS

McCall Historic Preservation Commission

- John Farmer, Chair
- Terri Smith
- Don Bailey
- Morgan Zedalis
- Samantha Westendorf

McCall City Council

- Bob Giles, Mayor
- Colby Nielsen
- Lyle Nelson
- Mike Maciaszek
- Julie Thrower

McCall Historic Preservation Commission Staff Liaison

- Delta James, City of McCall Economic Development Planner

The Craig Group Partners, LLC - Consultants

- Lisa Craig
- Kimberly Rose
- Haley Moloney

Stakeholder Organizations

Central Idaho Historical Museum

- Walt Sledzieski - Board of Directors

City of McCall Parks and Recreation Advisory Committee

- Terry Edvalson, Committee Member

City of McCall Public Art Advisory Committee

- Sue Farber
- Nellie Bowman
- Dawn Matus

McCall Area Chamber of Commerce and Visitors Bureau

- Lindsey Harris, Director
- Julie Whitescarver, Coordinator

McCall Arts and Humanities Council

- Anisa Rooney, Board of Directors

McCall Public Library

- Meg Lojek, Director
- Matt Stebbins, Board Member

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MCCALL HISTORIC PRESERVATION COMMISSION

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IMPORTANT ACRONYMS

In drafting this plan, every effort has been made to spell out the full name of agencies, programs, organizations or legislative terms. To orient the reader with some of these acronyms, most frequently used in the plan, a list is provided below. A Glossary is also provided at the end of the plan with a fuller description.

ACRONYMS	MEANING
ASI	Archaeological Survey of Idaho
CCC	Civilian Conservation Corps
CLG	Certified Local Government
CR	Cultural Resource
DIY	Do It Yourself
GIS	Geographic Information System
HPC	Historic Preservation Commission
HPF	Historic Preservation Fund
NHPA	National Historic Preservation Act of 1966, as amended, recodified in Title 54
NPS	National Park Service
NRHP	National Register of Historic Places
QR	Quick Response (Website Code)
SHPO	State Historic Preservation Office
USDA	United States Department of Agriculture
USFS	United States Forest Service

MCCALL AREA HISTORIC PRESERVATION PLAN



CONNECT TO OUR HERITAGE



MCCALL HISTORIC PRESERVATION COMMISSION



PART 1: INTRODUCTION

“Many of us that live in McCall and enjoy our current quality of life know we are so much better off understanding our past. Our future will be even brighter if we build on our past.”

- McCall Mayor Bob Giles

McCall, Idaho, has a history tied as much to its natural resources as its cultural ones. Historic resources including log structures, wood and brick storefronts, vernacular style homes and mid-century buildings—are integrated into an environmental setting where water meets forest. Appreciation of cultural traditions and practices such as cambium bark peeling, is only now being shared at locations such as Rotary Park. Yet travelers to McCall, while being offered the opportunity to learn more about the community’s indigenous peoples, its forestry history, and its growth as a recreational mecca, are causing new threats to the city’s heritage assets. McCall is losing historic places to the mounting pressures of development. How the City and the McCall Historic Preservation Commission respond to that threat is the basis for this revised McCall Area Historic Preservation Plan.

This plan will guide the commission and other stakeholders to better promote and protect McCall’s cultural heritage and its architectural character. The Plan presents a vision, mission, goals, objectives, and actions intended to better inform and educate residents, visitors, businesses, property owners, and developers as to the social, cultural, and economic value of protecting McCall’s historic buildings and settings from which the City prospers.



VISION

McCall will sustain its rich cultural heritage, recognizing the city's eras of development because each has a distinct and valuable character, which collectively represent the continuity of its rich history.

MISSION

The mission of the City of McCall Historic Preservation program is to apply professional planning services, up-to-date zoning codes, and sound land-use policies to sustain a vibrant community, a high quality of life, interesting public spaces, and historic and cultural attractions.

To the end, the Historic Preservation Commissions supports City and stakeholder efforts to *promote the use and preservation of McCall's historic resources for the education and general welfare of the people.*

PURPOSE

The general purpose of the McCall Historic Preservation Plan is to establish priorities and goals for historic preservation within a common framework that engages all those stakeholders with an interest and investment in McCall's heritage. More specifically the City's purpose for the preservation plan is outlined in Goal 7 of the McCall Area Comprehensive Plan "preserve, promote, and enhance McCall's history and heritage."

METHODOLOGY

The 2011 McCall Historic Preservation Plan was reviewed and found lacking in development of historic themes. Since the plan was proposed as an update, it was determined that establishing historic contexts for the plan was important, including a more thorough discussion of the cultural heritage of the McCall area.

In 2021 the plan goals were revised under the guidance of the McCall Historic Preservation Commission (HPC), but without stakeholder input. It was decided that community feedback on the revised goals was important, so with input from an online survey and key community stakeholders, the goals were reconsidered and new strategies identified. The HPC refined the resulting goals, objectives and proposed actions. Following this exercise, a second online survey was conducted to seek stakeholder and community input on prioritization of the goals and objectives.

Because there was a 2011 Historic Preservation Plan for McCall and a draft 2021 goals and objectives update, an assessment of the plan and achievements to date was completed. During the planning process, leadership changed on the HPC and it was determined that the 2021 goals should be revisited due to the significant amount of input from community members, new HPC members and key stakeholders. Representatives of the US Forest Service, the McCall Public Library Board, the McCall Area Chamber of Commerce, McCall Arts and Humanities Council, Central Idaho Historical Museum, and McCall Parks and Recreation Department participated in HPC meetings and online stakeholder focus groups. The greatest challenge, but most valuable lesson, the planning team learned was how to conduct meaningful community engagement during the COVID pandemic. Using online surveys and Zoom as a tool for focus group discussions and interviews, outreach was successfully conducted even as city offices were closed and staff, commissioners, consultants, and McCall residents were participating from their homes or places of work.

Information about the online community values survey was disseminated via a flier and an article was placed in the McCall Star News. The survey was well received by the community with nearly 135 respondents from a wide range of ages and interests. Preliminary information regarding the community survey was presented to the McCall City Council and comments solicited. The Mayor of McCall was also interviewed and his priorities identified. All of this information was used to inform the goals, objectives and actions that are presented in the plan.

Existing planning documents crafted by City agencies and local and regional cultural institutions (i.e. Recreation Plan) were reviewed. Additionally, the State of Idaho's Preservation Plan served as a reference as well as preservation plans from similarly sized and resourced communities in Idaho (i.e. Sandpoint, Idaho County). Applicable information from these sources was used to inform the historic context statements developed for McCall.

The format and organization of the plan and the accompanying storymap were designed to engage readers. The GIS StoryMap provides a visually appealing and dynamic Executive Summary of the McCall Preservation Plan.

DEVELOPING GOALS

The goals are a statement of preferred preservation strategies/actions determined by historic resource types and oriented toward the protection of historic properties and cultural resources. Goals are specific to the historic context and represent a coherent statement of the preservation program direction. Each goal statement is accompanied by objectives and activities that address:

- the context and resource types;
- the geographical area in which resources are located;
- the activities required;
- the methods or strategies for carrying out the actions;
- a schedule for action completion;
- the effort required to accomplish the goal; and
- a way to evaluate progress

CREATING AND INTEGRATING THE PRESERVATION PLAN

Preservation plan goals and priorities must be integrated with other planning efforts. Since historic properties are irreplaceable, activities that support their protection should be heavily weighted to discourage the destruction of significant properties and be compatible with the primary land use.





COMMUNITY ENGAGEMENT

Despite the COVID pandemic and the constraint it had on site visits (until very late in the plan's development), the planning team realized good quality engagement with key stakeholder organizations and individuals in the community. Leaders from most of the partnering organizations participated in focus group discussions or one-on-one interviews. Also, there was a strong, demographically well-represented response to the online surveys.

The online survey that kicked-off the community engagement process included 22 multiple choice, ranking and open-ended questions soliciting input on how McCall residents valued historic preservation, their knowledge of the Historic Preservation Commission's work, the challenges and opportunities for protecting historic places, and actions they would talk to support the work of the HPC. There were **135 respondents with a 75% completion rate** for the survey. (A summary of the survey responses are provided as Appendix A.)

Online group discussions with the HPC, the City Council, the Library Board and individuals followed the survey. A site visit was conducted after these discussions and additional interviews were completed with the HPC Chair and a representative for the Central Idaho Historical Museum. During that visit, an in-depth focus group discussion was hosted online by the HPC for input on the identified plan priorities as developed with all the community input to date. This information was then used to inform the development of a vision and corresponding goals, objectives, and actions.

Representatives of the US Forest Service, McCall Parks and Recreation, McCall Arts and Humanities, McCall Library, McCall Community Development, and the McCall Area Chamber of Commerce and Visitors Bureau, joined the HPC in providing their thoughts on plan goals and objectives. After that discussion a list of draft goals and objectives were posted for comment and prioritization through an online survey, sent out to targeted stakeholders. There were **22 respondents with a 77% completion rate**.

A number of presentations were made at HPC meetings to keep the public informed of the planning process and workshops, goal-setting activities, and the final draft plan.

GOALS AND OBJECTIVES

SUMMARY OF GOALS AND OBJECTIVES

GOAL 1: Enhance public outreach and education by partnering with other McCall area organizations to promote McCall's cultural heritage and historic places to residents and visitors.

Objective 1.1: Support or develop heritage-related activities or projects that cross-promote historic preservation with other related disciplines (history, architecture, library arts, arts and culture, archaeology, Native American culture, etc.).

Objective 1.2: Create a consistent look for the McCall Heritage brand to incorporate into interpretive signage, plaques, events, and education programs.

Objective 1.3: Develop a communications and marketing campaign to promote McCall's heritage and historic resources.

Objective 1.4: Integrate the shared interest of historic preservation and library services to educate and inform residents and visitors about McCall's heritage.

GOAL 2: Update and maintain a current and actionable inventory of historic resources (i.e. buildings, sites, etc.) through ongoing survey, designation and monitoring activities.

Objective 2.1: Conduct an in depth survey of McCall's undocumented historic resources for possible identification and recognition as a local landmark or National Register of Historic Places listing.

GOAL 3: Promote the recognition and protection of McCall's heritage assets through policy initiatives, plan integration and regulatory tools and incentives.

Objective 3.1: Integrate historic preservation into other City of McCall plans.

Objective 3.2: Take advantage of Idaho State property rebate enabling legislation to develop a program to recognize buildings and sites of local historic significance (local landmark program) and implement a tax incentive program to encourage preservation of these landmarks.

GOAL 4: Ensure that resource needs are identified and secured to support the growth and professional development of the City's Historic Preservation Program.

Objective 4.1: Provide access to training opportunities for McCall Historic Preservation Commission members and staff.

Objective 4.2: Utilize funds allocated to the Historic Preservation Commission through the City of McCall annual budgeting process to leverage grant and matching funds in support of McCall Area Comprehensive Plan and McCall Area Historic Preservation Plan related goals to identify, preserve, interpret and promote historic resources.

Objective 4.3: Build capacity for dedicated staff, volunteer network, consultants, and internships in order to continue supporting the current and future work of McCall Historic Preservation Commission.

GOAL 5: Promote the preservation and rehabilitation of historic properties in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation.

Objective 5.1: Preserve, interpret and activate the McCall City Jail as a designated historic property.

Objective 5.2: Support property owners in the rehabilitation of historic buildings by providing informed guidance regarding appropriate preservation treatments.



PART 2: BACKGROUND

The City of McCall recognizes that the character and quality of life enjoyed by residents and visitors is tied to the area's rich cultural and architectural heritage, the beauty of its natural environment and the long history of recreational and sporting activities. The City and the Historic Preservation Commission work together to ensure that the architectural, cultural and natural heritage is sustained to support the city's societal and economic values, not just for today's citizens, but for future generations. To that end, the City encourages residents and property owners to consider the designation of properties to the National Register of Historic Places (National Register). In addition, the City anticipates that local landmarking of historic places could bring important benefits, such as eligibility for historic tax credits to assist with projects which align with the treatment standards established by the Secretary of the Interior. Time and again, historic designation has been documented to provide community-wide benefits including:

- Increasing neighborhood stability and property values
- Preserving the physical history of the area
- Promoting an appreciation of the physical environment
- Fostering community pride and self-image by recognizing a unique sense of place and local identity
- Increasing the awareness and appreciation of local history
- Increasing tourism
- Attracting potential customers to businesses
- Encouraging businesses to utilize existing structures which exhibit historic value

In a recent article by the Idaho State Historic Preservation Office, specific benefits of the state's historic preservation program were discussed. Sharing the value of preservation with property owners, local decision-makers and business owners interested in economic development is critical to the protection of Idaho's heritage. As stated by the author, "if historic preservationists make sure we're able to convey the economic benefits of historic preservation, then we are in a position to join the 'economic development' discussion, advance historic preservation goals, and maybe, just maybe, win over some new converts."¹

BENEFITS OF HISTORIC PRESERVATION

Some of the benefits outlined include:

Access to Tax Credits - The Federal Historic Rehabilitation Tax Credit program has generated over \$35 million in private investment in over 50 historic buildings around Idaho. To be eligible for the program, properties must be income-producing and listed on the National Register.

Heritage Tourism - People visit places for the unique character they offer. Studies have shown that heritage tourists have a larger economic impact on a community than those who travel just for recreation. In Colorado, known as a recreational destination, a study showed that heritage tourists stayed longer, and spent more money. The average heritage tourist spent \$447, compared to \$333 for the recreational visitor; they stayed an average of 5.8 nights, compared to 5.2 for recreational tourists.

Historic Commercial Districts Attract Small Businesses - Local economies are driven by small business. It is estimated that small businesses account for between 60% and 80% of all jobs in the U.S. and historic commercial districts serve as incubators for small businesses, provide vital neighborhood services, and are regional destinations for restaurants, nightlife, and specialty retail.

Historic Downtowns Encourage Mixed-Use Development - Historic downtowns can encourage mixed-used development. By converting upper floors or ancillary buildings to residential, communities can build in a customer base for the businesses occupying surrounding commercial spaces.

Preservation Supports Residential Property Values - Since the 1980s, studies have shown that the designation of a residential neighborhood as historic can (and often does) have a positive impact on the property values in that neighborhood. When conditions are good, historic neighborhoods tend to increase in property values at a higher rate than non-historic neighborhoods; when conditions take a downturn, historic neighborhoods

tend to either maintain their value or decline less than non-historic ones.

Keeps Money in the Local Economy - Much of the money spent on preservation ends up staying in the community. Rehabilitation projects can employ local construction workers; supplies can be bought at local stores; new businesses that go into those buildings employ community residents. There is also the “multiplier effect” used by economists to describe how the economic impacts ripple out to the larger community. For example, those who are paid for the materials or to do the work on a historic rehabilitation project spend that money at other local businesses; that income then goes to payroll, inventory, and other business expenses that feed into the local economy.

The Greenest Building - As concerns for energy sustainability and climate resilience increase, it is important to note the benefit of reusing buildings. Historic buildings exemplify the phrase popularized by noted preservation architect, Carl Elefante, “the greenest building is the one which already exists.” Reuse of historic buildings is substantially more beneficial to the environment than new construction. Preservation and rehabilitation minimize the wasteful loss of materials through a variety of means:

- Historic buildings and structures already exist, therefore the energy required to fabricate the lumber, bricks and details has already been expended and is now “embodied” energy.
- New construction means demolition of existing buildings and an increase of construction waste in landfills as well as new waste being produced with the fabrication of construction materials. Thus, historic reuse of buildings reduces landfill waste
- Preservation projects often require the use of traditional materials, primarily organic in nature, rather than non-biodegradable manufactured products such as vinyl and plastics. Historic rehabilitation protects the environment from by reducing the production of pollutants.

FEDERAL

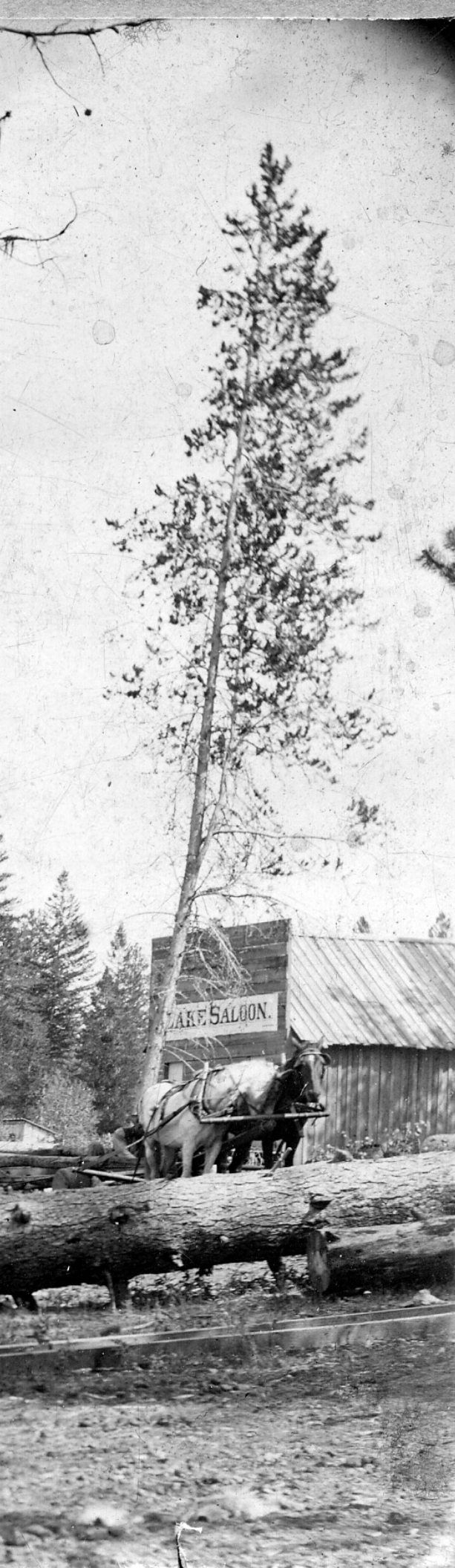
After World War II, new public works projects quickly added housing, highways, dams and other major infrastructure improvements to America's cities and rural communities. While this work was largely supported by communities, many federal projects scarred established neighborhoods and destroyed thousands of buildings and other structures, destroyed archaeological sites and irrevocably changed communities.

In 1966, the National Historic Preservation Act (NHPA) changed all of that. Congress declared that:

“In the face of ever-increasing extensions of urban centers, highways, and residential, commercial, and industrial developments, the present governmental and nongovernmental historic preservation programs and activities are inadequate to insure future generations a genuine opportunity to appreciate and enjoy the rich heritage of our Nation.”

The NHPA established Section 106 which requires federal agencies to consider project impacts to historic resources prior to issuing a permit, providing funding, or directly completing an “undertaking.” The Advisory Council on Historic Preservation was created to afford the opportunity for interested parties to have public input in the Section 106 review process. The NHPA also authorized the designation of a State Historic Preservation Officer (SHPO) for each state or Territory, and a Tribal Historic Preservation Officer (THPO) for qualified Tribes. A provision for Certified Local Governments (CLG) was included as a means for more local input and influence. In 1976, Congress amended the NHPA to include a “Historic Preservation Fund” to help fund this work.

The NHPA also directed the Secretary of the Interior to expand the National Historic Landmark program to establish the National Register. SHPOs play a key role in the designation process which is managed by the National Park Service on behalf of the Secretary of the Interior. The Secretary of Interior's Standards for the Treatment of Historic Properties provides guidance for Federal Agency Cultural Resource Managers, SHPOs, CLGs and other local historic preservation commissions when considering changes to historic properties and cultural resources.



STATE

The Idaho State Historical Society's State Historic Preservation Office (SHPO) is responsible for Idaho's historic preservation policy and for the cooperation and assistance provided to local governments. The term SHPO also refers to the State Historic Preservation Officer. Under Section 101(b) of NHPA, the SHPO is appointed by the Governor to administer the State Historic Preservation Program. In Idaho, the SHPO is the Executive Director of the Idaho State Historical Society.

The Idaho SHPO professional staff has expertise in archaeology, history, architectural history, and historic preservation. The National Park Service must approve Idaho's historic preservation program. The SHPO administers the National Register program for Idaho; provides grants to local governments; maintains the inventory of archaeological and historical sites and historic buildings and structures; administers the Federal tax incentives program; assists Federal agencies in the conduct of Section 106 Review under the NHPA; and provides educational and technical assistance on historic preservation issues.

CERTIFIED LOCAL GOVERNMENT

Certified Local Government (CLG) communities are those Idaho communities that have demonstrated a commitment to historic preservation by adopting a local ordinance and creating a historic preservation commission. The program is a dynamic partnership between local governments, the Idaho SHPO, and the National Park Service (NPS). It assists local communities in preserving their unique historic character. The CLG program also provides technical assistance and small grants to local governments, which use the grants to preserve their historic resources for future generations. Communities use these grants for a wide range of projects: surveys, National Register nominations, tour flyers, historic preservation plans, and even some bricks-and-mortar projects. The CLG program gives local communities a more active level of participation in the National Register program and a greater say in any federally funded projects in their area.

The City of McCall was certified in 2002 and must comply with the program requirements to retain its status and associated benefits.

IDAHO CLG REQUIREMENTS

- Have a Historic Preservation Commission as established by local ordinance
 - A demonstrated interest, competence, or knowledge in historic preservation
 - 5-10 members appointed by governing authority, with an effort to represent specific historic preservation disciplines
 - Appointment terms up to 3 years; can be reappointed
 - Solicit expertise when reviewing National Register nominations (if necessary)
 - Regular professional development/training
- Conduct a survey and have a system to maintain an inventory
- Public participation in the preservation program
- Encourage local preservation planning efforts
- Enforce local and state preservation laws

HISTORIC PRESERVATION COMMISSION DUTIES

- Minimum Duties
 - Participate in nominating properties to the National Register
 - Act as liaison to the public on historic preservation matters
 - Advise officials and other departments on the protection of historic/cultural resources and participate in local planning and decision making processes
- Other Duties Allowed Under State Law
 - Conduct surveys of local historic properties
 - Contract with state or federal governments
 - Recommend ordinances
 - Promote and conduct educational and interpretation programs
 - Design Review only if adopted by local ordinance; not required for CLG status.



PART 3: HISTORIC PRESERVATION IN IDAHO

STATE HISTORIC PRESERVATION PLAN

The State Historic Preservation Plan references a “strong tradition of historic preservation” in Idaho with “preservation-minded people and organizations working collaboratively” to carry out important work. The plan acknowledges important partnerships as contributing to the growth of the movement in Idaho, specifically calling out stakeholders such as between organizations such as Preservation Idaho, the Idaho Heritage Trust, the Idaho Archaeological Society, and local historical societies.

Entitled *Preserving the Past, Enriching the Future*, the 2016-2022 Idaho State Historic Preservation Plan provides Idaho communities and individuals an introduction and invitation to learn more about historic preservation. The plan has a set of goals and recommendations for those interested and invested in preservation efforts. The plan provides a framework for preservationists, archaeologists, historians, and others interested in Idaho’s history to participate in preserving the heritage resources of the past for the future. The documents guiding principle is “to affirm the value of historic preservation in our communities as well as Idaho, as a whole.”

The vision of *Preserving the Past, Enriching the Future* is “to take purposeful steps and actions to create a state-culture in which Idaho’s historic, archaeological, and cultural resources are recognized as important in the lives of Idahoans, understood and readily accepted as relevant to today, and in which all people in the state, residents and visitors alike, are actively engaging in preserving, sharing, and using those resources to inform and positively influence the future of the State of Idaho.”

The plan outlines three primary goals, along with a fourth goal specific to Idaho’s archaeological resources and, specifically, the Archaeological Survey of Idaho (ASI). These broad overarching Goals are refined into more specific objectives and actions to provide a “roadmap” for historic preservation in Idaho. The plan is updated every five years to reflect current community needs, trends, challenges and opportunities for historic preservation at the state and local levels.

The goals and objectives listed in the state historic preservation plan were considered and integrated, as relevant to community priorities, into the development of McCall’s Historic Preservation Plan goals and objectives.

IDAHO STATE HISTORIC PRESERVATION PLAN GOALS AND OBJECTIVES

GOAL 1: Ensure that decision makers, at all levels, and the general public are informed and knowledgeable about historic preservation issues, practices, opportunities, and its value, and take an active role in historic preservation efforts.

- Objective A: Increase Idahoans' awareness of the value of cultural resources in the state through education, dissemination of information, and planning.
- Objective B: Increase awareness and understanding of the National Register of Historic Places and its benefits.
- Objective C: Bring historic preservation to the forefront of community planning and economic development through the Certified Local Government program.
- Objective D: Better inform decision makers and citizens about the legal responsibilities related to historic preservation and Idaho's cultural resources.

GOAL 2: Take the appropriate steps to help historic preservation efforts transition into the 21st Century through the use of current and future best practices and the development and adoption of new and emerging technologies.

- Objective A: Ensure that information systems are accessible to a wide range of audiences at the State, county, and local levels.
- Objective B: Improve existing informational systems in order to efficiently locate, document, and protect historic and cultural resources.
- Objective C: Develop and implement new technological methods to further historic preservation goals throughout the State of Idaho.

GOAL 3: Ensure that historic preservation efforts throughout the state are aware of and have access to sufficient and sustainable sources of financial support.

- Objective A: Improve communities' ability to leverage multiple resources for funding.
- Objective B: Increase the number of Tax Act-applications in the State of Idaho.
- Objective C: Develop and enact an Idaho State tax incentive program to work in conjunction with the Federal Historic Tax Incentive program.

Goal 4: Ensure that archaeological resources and associated documents and collections are accorded permanent curation in accredited facilities in the State of Idaho.

- Objective A: Improve public access to ASI documents and reports.
- Objective B: Increase public education and outreach related to ASI.
- Objective C: Improve efficiency and effectiveness of the ASI.

SELECTED RESOURCES FOR REVIEW

Historic preservation plans from other Idaho communities were also consulted to provide contextual information relative to area histories, industries, and development patterns. When comparable resources were identified, those sources proved valuable for informing how best to incorporate the identification, protection and promotion of those historic and cultural assets into the McCall Area Historic Preservation Plan. Of particular value were the preservation plans reviewed below.

IDAHO COUNTY, ID HISTORIC PRESERVATION PLAN (2015)

Idaho County is located north and adjacent to Valley County and the municipality of McCall. In 1861, goal seekers followed the Nez Perce Trail into Elk City Basin and settled the area. Just as was the case in McCall, miners flooded into Idaho County.

When the Nez Perce Tribe ceded a park of their land to the Federal Government, many miners turned to agriculture so that by 1864, ranches were scattered over the Prairie and along the river. The timber industry followed as an economic asset with the 1940s seeing full scale operations expanding beyond the privately held sawmills producing lumber chiefly for local home building, to the nationwide large scale demand for home construction after World War II.

Just as McCall saw settlement occurring in what was previously the tribal lands of the Nez Perce, Shoshone-Bannock and Shoshone-Paiute, Idaho County benefited from lands lost by the Nez Perce to those minders turned farmers. Forestry and timber industries, as well as farming and ranching for both Idaho and Valley Counties were major contributors to the development of mountain towns like McCall. In recent years, tourism and recreation are the new drivers of the local economy in both counties.

With a strong concern for government regulation over individual property rights, both counties have approached historic preservation with values tied to promoting local historic and encouraging protection of heritage assets. Thus, increasing awareness about the value of heritage sites, cultural resources and family history shapes the priorities established for historic preservation programs in both Idaho County and McCall/ The goals established for Idaho City help inform goals and objectives for McCall.

IDAHO COUNTY GOALS & OBJECTIVES

GOAL 1: Cultivate public awareness and partnerships

- Objective 1.A: Increase access to information
- Objective 1.B: Raise awareness and promote preservation education
- Objective 1.C: Improve partnerships and collaboration

GOAL 2: Increase heritage tourism

- Objective 2.A: Amplify the heritage tourism program for Idaho County
- Objective 3.A: Identification and designation
- Objective 3.B: Strengthen the capacity of the historic preservation program
- Objective 3.C: Improve coordination and Communication across county & city departments

GOAL 3: Strengthen protection and preservation efforts

- Objective 3.a: Identification and designation
- Objective 3.b: Strengthen the capacity of the historic preservation program
- Objective 3.c: Improve coordination and communication across county & city departments

GOAL 4: Encourage preservation as an economic development tool

- Objective 4.A: Utilize, package, and promote existing programs & incentives

SANDPOINT, ID - ARTS, CULTURE AND HISTORIC PRESERVATION PLAN (2021)

Sandpoint, Idaho, is also a community where forest products, tourism, and recreation are critical economic drivers. Another lakeside community, Sandpoint lies on the shores of Lake Pend Oreille and is surrounded by three major mountain ranges. It is home to Idaho's largest ski resort and two National Scenic Byways, supporting the city's reputation as a strong recreational area.

The use of Lake Pend Oreille every summer by the Salish Tribes (Kalispel and Kootenai) for fishing, basket-making and berry collecting is reminiscent of Native American tribal encampments for such activities around Payette Lake in the McCall area prior to the 1930s.

Incorporated in 1898, Sandpoint was driven by timber harvesting and the railroads. Several lumber companies operated in the region from as early as 1896 to present. Farming and ranching became the third largest business, behind lumber and railroads, prior to the "discovery" of Lake Pend Oreille as a sports fishery in the 1950s. World War II brought to Sandpoint a US Navy training center at the southwestern end of Lake Pend Oreille.

The ski resort, which opened in 1963 turned the area into a year-round tourism destination. The beauty of the area has kept Sandpoint a tourist favorite for water sports, hunting, hiking, horseback riding, fishing and skiing.

Just as McCall hosts a winter carnival, so does Sandpoint. The city also has a growing visual arts community and has become a center for arts and culture in northern Idaho. With its growing focus on public art, McCall has the opportunity to pair arts and culture with history and heritage tourism, making the Sandpoint Arts, Culture and Preservation Plan a good resource for informing how these interests can collaborate.

The goals developed for the Sandpoint Plan are an amalgam of arts, culture, and historic preservation priorities. Nevertheless, they are framed under four major themes: building bridges and broadening participation, telling the authentic sandpoint story, preservation, the arts and community vibrancy, stewardship and preserving buildings and places that matter, and building local capacity. One key quote from Sandpoint's plan is reflective of community sentiments for achieving preservation in McCall. "Raising community awareness about preservation is key in Sandpoint." Hence, why education, communication, and increased public awareness is essential to the effective implementation of any community-based preservation plan.

Sandpoint's goals, with an emphasis on plan integration and collaboration across disciplines, was a useful starting point for similar goals in the McCall Area Historic Preservation Plan.

SANDPOINT GOALS & OBJECTIVES

GOAL 1: Support collaboration in the arts, culture and preservation community.

GOAL 2: Diversify participation in cultural activities.

Goal 3: Enhance sandpoint's identity as a unique cultural destination.

GOAL 4: Explore the complete Sandpoint historical narrative through education, placemaking and outreach efforts.

GOAL 5: Support Sandpoint's economic development through arts and culture.

GOAL 6: Integrate and promote historic preservation as a tool for achieving economic vitality goals.

GOAL 7: Pursue the documentation and designation of Sandpoint's important heritage.

GOAL 8: Create and adopt new tools that promote careful stewardship and protection of Sandpoint's historic resources.

GOAL 9: Enhance local arts leadership.

GOAL 10: Build local historic preservation expertise.



PART 4: HISTORIC PRESERVATION IN McCALL

“There are so many things that have influenced what we are today, and they tend to live on as physical structures because most of the people are gone, but there are also non-structures, there’s the land and other things that help to tell the story of what formed us and then became the backdrop for all of our ability to live and enjoy this place.”

**- Walt Sledzieski, Board Member, Central Idaho
Historical Museum**

The National Park Service defines historic context as “a broad pattern of historical development in a community or its region that may be represented by historic resources.” According to the Secretary of Interior’s Standards for Preservation Planning, Identification, and Evaluation, proper evaluation of the significance of historic resources can occur only when they are assessed within broad patterns of a community’s historical development.

Historic contexts identify relevant themes and the driving forces that shaped the built environment and cultural landscapes within the environmental setting that surrounds McCall. It is a means of helping to organize information about the properties which share common historic, architectural, or cultural themes. Following are the general themes that relate to the development of McCall.

HISTORY OF MCCALL

The First People (Up to - 1592)

In the years preceding exploration by European and Mexican adventurers, Native Americans inhabited the area that would later become Idaho. These First People included the Great Basin Shoshone and Bannock tribes of the Shoshone-Bannock, the Shoshone-Paiute and the Plateau tribes of the Coeur d'Alene, Nez Perce and Kootenai. It is not hard to find the imprint of these peoples, not only on the land, (as with the cambium peeled tree scar on the standing Ponderosa Pine at Rotary Park) but also in Idaho place names including counties (Nez Perce, Benewah, Shoshone, Bannock and Kootenai) and communities of Pocatello, Blackfoot, and Nezperce. The Nez Perce people identified themselves from time immemorial as the Nimiipuu, the "Walking People," or "The People".

The Whitebird band of Nez Perce would occasionally winter at the present site of Riggins, Idaho, although they used the Little Salmon and lower Salmon rivers for their main salmon catches in the summer months. The principal streams used in the Salmon and Snake drainage systems were: Little Salmon River as far south as Big Payette Lake, including its tributaries, the Rapid River and Boulder Creek, along with other streams east of McCall.

The upper Snake and Salmon river systems and the abundant resources in the area drew indigenous communities, particularly to Payette Lake.

Interactions between the Nez Perce and local settlers in McCall were important during the early 1900's, as recorded in numerous accounts by Idaho pioneers. The Nez Perce camped at a site known as "Sheep Bridge " gathering huckleberries, serviceberries, and fishing for salmon. It was during one of these fishing and gathering visits that the tribal members were visited by a local settler who had a horse to sell. Told by early pioneer Joe Bennett, the account goes like this:

"... there were a bunch of men setting out under the trees. The women were all working, they were frying fish and were drying it, with it hanging on racks, lots of salmon in the river then. We talked to this one and we talked to that one. They didn't even let on like they even heard us. Finally we got around to a young fellow and he said, "the men don't have anything to do with the horses, you will have to talk to the women. They'll decide if they want to buy horses or not." So we went over to where the women were ... They bought the horse and gave him \$15.00."²

Another McCall and Long Valley pioneer, John Spink, born in 1903, recalled his experience as a young child. "One of the first things that I remember was looking through the fence at a band of Indians, perhaps about thirty or forty riding past our place (at Roseberry) on Indian ponies. The women had papooses on their backs or hanging from the horse gear. They stopped to sell buckskin gloves and moccasins and bead trinkets."³



Today, the tribal presence in McCall, Idaho, consists of three recognized tribes—the Nez Perce, Shoshone-Bannock Tribes, and Shoshone-Paiute Tribes. The City of McCall Public Arts Master Plan identifies the importance of collaborating with these tribal cultures, specifically their indigenous artists. The plan outlines recommendations for how to effectively collaborate with indigenous artists to depict the story being told. Each recognized tribe is represented on the review board to advise, select, and approve works that are commissioned.

Just as in the community of artists, traditional cultural practices of indigenous peoples must be recognized and respected. Guidance must be sought from tribal historians or those trusted by tribal elders and leaders. While no tribal preservation plans have been located for the three recognized tribes to inform the development of the McCall Area Historic Preservation Plan, the City can demonstrate the collaborative intent and seek guidance from tribal leaders or elders regarding information about cultural places. Telling the story of these places appropriately can be done through a variety of means—video, lecture, exhibit, walking tour, or interpretive panel. In each instance, tribal members should be consulted in both the development of the narrative and the location or airing of the work.

There are several resources for research on tribal history, culture and place names including: the Nez Perce National Historic Park library, the Shoshone Paiute history video series, and the Shoshone-Bannock tribal cultural program series which teaches about preserving language, history, and other aspects of tribal culture.

PERIOD OF EUROPEAN AND EURO-AMERICAN EXPLORATION (1592–1860)

Spanish explorers made trips to the Northwest beginning in 1592, though it was Meriwether Lewis and William Clark who, with their expedition in 1805-1806, became the first Euro-Americans to travel the lands now known as Idaho. It was during this expedition that the first ethnographic accounts of the Nez Perce were recorded, "they systematically obtained ethnographic information and their journals provide notations and sketch maps of villages and camps passed or visited as well as documentation of many aspects of Nez Perce life."⁴

Native peoples accessed the McCall area from two trails, one from Meadows Valley and another from the north that followed along the west side of the land. French-Canadian fur trappers would follow those trails, hence we see names such as Coeur d'Alene (French for "heart of the awl") and Boise (Le Bois-French for "the trees"). Donald McKenzie's Hudson Bay Company trapping expedition team arrived in the area in 1816. One of the members of the team was Francois Payette. McKenzie led Payette to what was later to become his namesake, the Payette River.⁵

MINING AND THE RAILROAD (1860 – 1915)

In 1862, gold was discovered in the upper drainage of Payette Lake in the Salmon River mountains by Jack Warren. Miners came to the area, traversing the west side of Payette Lake via the hazardous Packer John and Warren trails two miles north of the river outlet to arrive at “Warren’s Diggings.” Later the community would be named Warren. “Packer John” an early freighter named John Welch, started a pack train to transport supplies between Lewiston and the Boise Basin. In the fall of 1862, he built a log cabin next to Goose Creek in the Salmon Meadows valley as a midway stopping point and supply cache.



PACKER JOHN’S CABIN

In 1862, the Homestead Act passed, and the area saw a significant increase of prospectors, spectators, and settlers from across the county. Gold strikes brought a surge in population and the region grew to 21,000 residents by 1863. This led to conflicts with the Nez Perce and the Shoshone. In 1863, the mining districts and surrounding wilderness were incorporated into the new Idaho Territory. The miners needed agricultural goods and services which subsequently brought non-miners to the area who established settlements to provide these services.⁶

In 1874, N.B. Willey, correspondent with the Warren Times, created broad interest in the area when he wrote: “This piece of country is worth looking after. The lakes and streams abound with fish at this time of the year and the game is plentiful.... The Payette Lake, a beautiful sheet of water 12 miles long, in places is dotted with richly wooded inlets set like emerald gems on the bosom of the liquid mirror.” (Mr. Willey later became Idaho’s second governor.)⁷

At that time there was no permanent settlement on the south shore of the lake, however the area near the outlet of the river had long been a communal fishing and hunting ground for Native American tribes in the summer months. It was a sacred and spiritual place where the tribes could peacefully rendezvous. But as settlers began moving into the area, tribal use was replaced by the several commercial fisheries which began operating above the lake, sending fresh, salted and dried fish to the mining camps and south to the Boise-Weiser areas.

Early settlers traversed through Long Valley, following a wagon road built by tie cutters for the Oregon Short Line (OSL), a subsidiary of the Union Pacific. Logging camps were set up along the North Fork of the Payette River to provide timber for the railroad ties. The road built by the tie cutters led to Smith’s Ferry on the Payette River, and then onto Round Valley. This, one of the state’s first wagon roads, was completed in 1891.⁸

The completion of this wagon road may have prompted Charles Clifford to build the Statehouse Hotel and post office at the junction of the road and the lakeshore to accommodate the increasing number of freight wagons and stagecoaches. This set the stage for development of the townsite of McCall on Payette Lake’s southern shore in the late 1880s. It was during this time that the railroad was constructed through southern Idaho. In 1914, the railroad and roads were extended to McCall and it quickly became an important destination for summer and winter recreation.

HOMESTEADING (1890 – 1910)

Settlers around Payette Lake included Anneas Jack Wyatt, who filed on a homestead on the west side of the lake in 1888.⁹ However, the catalyst for creating the town of McCall was an emigrant farming family from Ohio and Missouri.

Tom and Louisa McCall were nearing their 50s when they decided to strike out West with their family for a new life. Arriving in Boise in 1888, they stopped for several months at the Marsh-Ireton Ranch near Emmett to gather equipment and supplies for the trek to Long Valley. In the spring of 1889, they began the trip to Long Valley with two wagons and teams plus 25 head of cattle, numerous chickens, and household supplies for their new home. They arrived at the south end of Payette Lake in June and met Sam Devers, who had squatter's rights to 160 acres of prime shoreline property. Devers agreed to trade his rights and cabin to the McCall's for a wagon, team and harness. (This occurred at the location of the current Hotel McCall site.) With other settlers following, Tom McCall plotted a town site of four blocks out of his original homestead.¹⁰

Tom McCall appropriated the abandoned Lardo U.S. Post Office ten miles south of the lake and the area was briefly known as "Lardo." W.B. Boydston acquired the Lardo Post Office in 1903 and moved it to his homestead west of the river, making it the new Lardo. Thus, citizens changed the name of Tom McCall's plotted settlement to "McCall." The town was incorporated on July 19, 1911.

FORESTRY AND COMMERCIAL DEVELOPMENT (1890 – 1977)

The 40 years after initial settlement of McCall was a time of rapid growth and established the town as a location for timber and agriculture. Timber harvesting began around 1900. Tom McCall bought the Warren Gold Dredging Company sawmill and established his lumber business a block west of his home on the lakeshore. McCall recognized that forestry would play an important role for the town's development with the creation by President Theodore Roosevelt of the new Payette Forest Reserve in 1905. Thus, during this period, Tom McCall became not just a landowner, but a realtor, hotel owner, postmaster, sawmill owner, merchant, and councilman. With the coming of the railroad in 1914, McCall was established as a commercial center for the surrounding area.

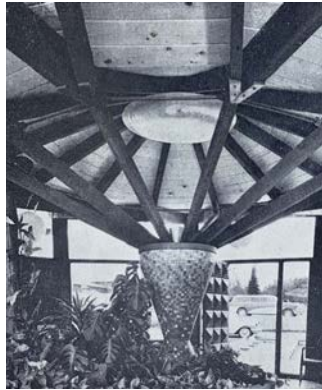
According to the Idaho Magazine, "The shore of the lake...is thickly gemmed with the grandest spots for building purposes around the entire lakes – sites equally adapted for the use of a summer cottage – or business enterprise, and the Messrs McCall will hold out exceptional inducements to those who will build on their lake sites next spring and summer."

Thus, the timber industry spurred development in and around the town as more mills were constructed to supply lumber for the burgeoning homes, hotels and business buildings.

In 1907, Tom McCall sold his sawmill to Theodore Hoff, who eventually partnered with Carl Brown to form the Hoff and Brown Lumber Company. Carl Brown brought with him an extensive family experience in owning a sawmill and lumber business in New England. Brown helped build the sawmill industry in McCall, and in 1929, he bought out his partner and renamed the business Brown's Tie and Lumber Company. The mill burned in 1940, but was rebuilt in 1942.¹¹ The Brown family owned and operated the mill until 1964, when the Boise-Cascade Company purchased the mill.



The Glass House, built in 1960, was originally an office for Brown Tie and Lumber Co. and was designed by Frank Brown, grandson of Carl Brown. The mill workers themselves constructed The Glass House as a showcase for Idaho timber. Boise-Cascade closed operations of the mill in 1977 and the sawmill burned to the ground in 1984. The Glass House remains as the only building left in the mill complex.



Firefighting

The local US Forest Service headquarters moved to a new office space in McCall in 1908, which was provided by Tom McCall. McCall's son, Daws, became a ranger for what is now the McCall Ranger District while Ted, the younger son, was appointed deputy ranger for the Chamberlain Ranger District. The Forest Service and its smokejumper base was founded in 1930 in McCall due to the location's proximity to Idaho and Oregon.

In 1943, the Krassel Yard, previously a tree nursery site operated by the Forest Service, was converted during World War II to a smokejumper base and training facility. McCall was one of only three Idaho locations where during the war, Conscientious Objectors (COs) were held. In 1944, seventeen of the nineteen smokejumpers based in McCall were COs, as were 35 of the 37 McCall jumpers in 1945.¹² In 1957, a new air tanker base was established at the McCall Airport and a new smokejumper base was established there in 1988, replacing the original smokejumper base at the Krassel Yard.

The McCall Smokejumper Base had a number of noteworthy individuals. Deanne Shulman overcame discrimination and inconsistent regulations, completing her training at McCall in 1981, and became the nation's first female smokejumper. Bob Fogg, pilot for the McCall jumpers from 1944 to 1976, served as a member of the Idaho State House of Representatives (1963-65).¹³

In 1905 several private lumber companies started a cooperative venture to protect the forests from fire and disease. Over the next ten years, this developed into a formal organization, The Southern Idaho Timber Protective Association (SITPA). Members included private timber companies, the State of Idaho, the US Forest Service, and the US Department of Agriculture. In the 1930s, SITPA managed some of the Civilian Conservation Corps (CCC) camps in the McCall area. Among many building projects by the CCC was the headquarters compound for SITPA on State Street in McCall. Local Finn craftsmen supervised the construction of these log buildings following the Finnish techniques for construction. These buildings are on the National Register and currently house the Central Idaho Historical Museum.

Air Service

The business and mining concerns in the McCall area benefited from the airport and advocated for construction of a hangar to serve needs of surrounding backcountry communities. Airmail pilots were also advocates for backcountry landing fields. Equipped with skis, pilots landed on snow covered fields bringing mail and supplies on weekly trips to reach isolated mining camps.¹⁴ Prior to 1931, mail was carried on sporadic trips by men on snowshoes who could only carry 50 pounds per trip. Planes could carry more than 1000 pounds. The first major contracted aerial mail carriers in the 1930s were Bennett Air Transport Company and Johnson Flying Service.¹⁵ Now well supplied, mines no longer had to shut down during the winter. Three mail routes were established during the 1950s. Over time, mail and supply runs to the backcountry would evolve into recreational travel to the backcountry.¹⁶



RECREATION AND RESORT DEVELOPMENT (1883 – PRESENT)

Following in the tradition of the tribal rendezvous, Payette Lake became well known as a recreational destination as early as 1883 when the first recorded tourist campers in covered wagons came to the southwest shore from Emmett and the nearby Marsh-Ireton Ranch. Anneas. “Jew’s Harp Jack” Wyatt, who homesteaded on Payette Lake in 1888, piloted the tourist boat Lyda, around the lake. In the following decades, several commercial camps, hotels, private clubs, and church camps provided recreational opportunities for visitors. By 1920, the Idaho State Land Board began leasing vacation home sites around Payette Lake. The Winter Carnival formalized McCall as a winter sports destination in 1924. Increased recreational demand led to construction of the Little Ski Hill in 1937 by the Brown family and by the 1940s, McCall had become known as a recreational destination.¹⁷ In the 1960s, the Brundage Mountain Ski Resort and Ponderosa State Park added even more opportunities for residents and travelers to enjoy the scenic beauty of McCall.

McCall is now recognized as a four-season resort community. It is recorded that Samuel H. Hays of Boise was credited with building the first summer cabin on the lake in 1905 or 1906. Later, MGM “discovered” the area’s scenic character and natural heritage with the filming of “Northwest Passage” in the late 1930s. Other properties tied to the recreational value of McCall is the 1926 Yacht Club, a staple of downtown McCall and reconstructed in 1945, after a fire. By 1948 Shore Lodge had been constructed along Payette Lake; the city was becoming a destination for private investors and the development industry. The increasing growth rate of Boise’s Treasure Valley, 100-miles to the south, has resulted in increased development pressure as resort and vacation homes are fast overtaking the historic landscape of McCall.



McCall's inventory of historic resources identifies historic properties listed on the National Register, or determined not eligible for National Register listing. In addition, the proposed Lake Park Early Development Area, which includes the residential neighborhood west of downtown, while not eligible for National Register listing as a district, is identified as emblematic of early McCall settlement. The "not eligible" resources may have significance at the local or state level and should be considered for future local landmarking. All of these properties were documented as part of a reconnaissance level "windshield survey" of McCall, completed in 2005.

Yet to be completed is an intensive level survey of all properties determined "eligible" for National Register listing or for potential local landmark listing in McCall.

The historic property types and architectural styles prevalent in McCall have not been thoroughly documented. There is a need for an intensive level survey and architectural thematic study for the city. However, the following property types and architectural styles are clearly dominant as seen in some survey work completed to date.

Historic Property Types

Historic property types, for the purposes of this section, are organized by use (the building's primary function) with examples of common forms, such as different types of commercial buildings, within that use provided. Buildings and structures in McCall represent a broad range of original historic functions, including commercial, industrial, government, education, religious, and residential among others. While this is not an exhaustive list of property types, some of McCall's best known historic property types are summarized below to illustrate the breadth of resources and historic contexts represented. It is expected that additional property types will be identified as surveys and documentation continue.

Institutional

Institutional buildings include government buildings, churches, and schools among other community landmarks. These buildings often define the settlement patterns and periods of community development. One prominent example of this building type in McCall is the **McCall City Jail** constructed in 1930 behind the McCall City Hall building (now relocated to Roseberry, Idaho). Utilitarian in nature, the building was constructed of concrete. The building has a stucco finish with iron bars at the window and a strapped iron door.



Commercial

The earliest commercial structures in town were wood-frame buildings, one to two stories tall. They typically had gable roofs with a false front primary facade. This facade rises to form a parapet or upper wall that hides the roof, giving the appearance of a more permanent commercial building. As the town grew, one-part and two-part commercial blocks became the most common forms of commercial buildings in town. One-part blocks are typically one story and feature a storefront assembly (bulkhead, storefront windows, transom) and a parapet wall. The **Lake Street Station**, constructed in 1909 by Tom McCall for the US Forest Service; is representative of this type of two-story, parapet construction. Later serving as the Haley-Miles Drug Store; then as City Hall and later a dance hall, the building remains as the only original commercial wood frame building in McCall.

With mostly single-story commercial buildings, McCall's downtown is much less densely developed than other mountain towns. However, that is changing as lodging facilities become more prevalent on the landscape.



Residential

McCall has over 1,100 housing units that are more than 40 years old. The McCall Comprehensive plan identifies these priorities as potential candidates for reinvestment “as well as historic preservation where necessary.”

Dwellings in McCall range from folk houses constructed by early settlers, to vernacular cottages, to high style single-family homes. Construction dates span nearly 150 years with the earliest homes being modest log buildings with no categorized style to those reflecting contemporary influences of architecture and materials.

Pre-Railroad Folk Houses

With the railroad not arriving at McCall until well into the 1900s and the first sawmills producing primarily timber for tie construction, much of the earliest housing constructed was still log-wall houses. The **Charles Koski Homestead** just southeast of McCall is a hewn log home that has seen little change from its original construction in 1906. It is the largest hewn-log structure in Long Valley and represents the Finnish method of log construction. It is listed on the National Register of Historic Places as a contributing resource within the Long Valley Finnish Structures thematic nomination.



Koski Homestead

Vernacular

After the arrival of the railroad and the expansion of the timber industry, wooden dwellings of balloon frame or light bracing were under construction. Thus, a number of different housing types begin to appear. These included: Gable-Front, Gable-Front and Wing, Hall-and-Parlor, I-House, Massed-Plan, Side-Gabled, and Pyramidal. Some of these building forms could be referenced as vernacular, simple in form and characterized by locally produced materials with few stylistic features. Often time they were constructed with mass-produced doors, windows and hardware. The **John R. Berry House** at 112 Park Street could be considered a Side-Gabled vernacular building. Constructed in 1911 with no significant architectural detail, this two-story dwelling maintains its simple form, but clearly shows mass-produced trim and windows.



HISTORIC PROPERTY TYPES AND ARCHITECTURAL STYLES

Victorian - Queen Anne

Queen Anne homes generally feature projecting gables and corner towers, bay windows, decorative porches, contrasting wood siding with shingling, pyramidal roofs and brick chimneys. While many Queen Anne's have elaborate asymmetrical floor plans, the Queen Anne's in McCall, built mainly during the 1900s and 1910s have simpler square and L-shaped forms with modest ornamentation.

Colonial Revival

The typical Colonial Revival style residence features a prominent, central front door, a symmetrical facade with balanced windows incorporating double hung sashes. A hipped roof with full-width porch characterizes Colonial Revival buildings constructed in the early part of the 20th century and are sometimes referred to as the "Classic Box" or the "American Foursquare." Full length porches and pilasters often appear as a simplified version of the higher-style classical columns.



Colonial Revival

Bungalow / Craftsman

Typically there are four subtypes of bungalow, or craftsman, style buildings in domestic architecture, distinguished by their roof forms - front-gabled, cross-gabled, side-gabled and hipped. The dominant style for smaller houses during the early part of the 20th century, the style originated in southern California, but spread throughout the country through pattern books and popular magazines. In McCall, this design type is expressed as 1 to 1 ½ stories, gable-roofed with exposed rafters and overhanging eaves, a prominent

chimney, porches supported by posts which extend to the ground, single or grouped multi-paned windows, and simple detailing with natural materials.

Mid-Century Modern

Mid-century Modern in McCall is epitomized by **The Glass House**. Built in 1960 for the Brown Tie and Lumber Company, the building served as the corporate office of the largest mill in McCall. It was designed by Frank Brown, grandson of early McCall timber pioneer Carl Brown, when Frank was a student of architecture at the University of Colorado. The building is very much in the vein of the Pacific Northwest style of Mid-century design, relying heavily on local materials such as fir, spruce, Ponderosa pine, cedar and redwood, while incorporating large expanses of windows, overhangs, flat or shed roofs, asymmetrical facades and an open floor plan.



Mid-Century Modern

Civilian Conservation Corps (CCC)

McCall was certainly home to CCC camps with many resources and sites associated with this important New Deal-era program. CCC workers constructed bridges, hundreds of miles of road, installed telephone lines, among other significant projects that changed the landscape of the region. No more important complex exists as testament to their work than the National Register listed **Southern Idaho Timber Protective Association (SITPA) Buildings**.



Native American/Prehistoric Archaeological

Ethnographically about three hundred (300) Nez Perce camps and villages have been identified within the Nez Perce aboriginal territory, though many of these sites have yet to be formally identified or reported.¹⁸ The resource types associated with sites include lithic scatters, camps, villages, rock art, pit houses, rock cairns, travel routes and **cambium peeled trees as evident in McCall's Rotary Park**.



McCALL HISTORIC PRESERVATION PROGRAM

McCALL AREA COMPREHENSIVE PLAN

Policies identified under Goal 7 of the Comprehensive Plan include:

- Policy 7.1 Pursue opportunities that promote historic, cultural, and heritage-based events.
- Policy 7.2 Preserve and interpret historic resources (objects, buildings, structures, sites, or places with historic, cultural, or aesthetic significance) in McCall for residents and visitors.
- Policy 7.3 Identify key landmark features to integrate into future gateway and corridor design including key natural features and buildings.

The regulatory authority for preservation policy implementation is codified within McCall City Ordinance 989 which serves to “promote the educational, cultural, economic and general welfare of the public of the McCall Area, through the identification, evaluation, designation and protection of those buildings, sites, areas, structures and objects which reflect significant elements of the City’s, the region’s, the State’s and the nation’s historic architectural, archaeological and cultural heritage.” (Ord. 989, 4-23-2020).


The ordinance supports the establishment of the Historic Preservation Commission and assigns specific powers and responsibilities including; designation of historic districts and landmarks; supports property acquisition and placement of historic easements; facilitates engagement with property owners to negotiate the proposed demolition of a historic structure; and recommends on the exemption of any historic property from fire or building code compliance that might hinder the preservation or restoration of the property.

McCALL CITY CODE TITLE 3, CHAPTER 20 HISTORIC PRESERVATION

The stated purpose of historic preservation in this chapter of the City Code is “to promote the educational, cultural, economic and general welfare of the public of the McCall Area, through the identification, evaluation, designation and protection of those buildings, sites, areas, structures and objects which reflect significant elements of the City's, the region's, the State's and the nation's historic architectural, archaeological and cultural heritage.”

To that end, the McCall HPC is established to serve as an advisory body to the McCall City Council. The HPC authority includes:

- Conducting architectural surveys.
- Recommending properties for acquisition by purchase, bequests, donation, lease, or easement.
- Recommending methods for preservation and maintenance of City-owned or controlled historic properties.
- Cooperating with the Federal, State and local governments in compliance with historic preservation laws.
- Supporting planning processes of the County, City, State or Federal government.
- Recommending ordinances for historic preservation in the McCall Area.
- Promoting and conducting educational and interpretive programs on historic preservation.
- Reviewing nominations for the National Register of Historic Places.
- Acting as the Building Conservation Advisory and Appeals Board.



A few highlights to note regarding identification of, and protection of afforded historic properties as referenced in McCall City Code Title 3, Chapter 20 Historic Preservation are as follows:

[3.20.100: Designation Of Historical Districts, Including Historical Districts, Residential](#) / [3.20.110: Designation Of Historic Property Or Historic Landmarks](#)

Nominations for historic district and individual landmark designation are considered using four criteria: historic, cultural and/or educational importance; architectural and/or engineering importance; geographical importance; and archaeological importance. The HPC shall conduct studies, research and investigations and prepare a report containing recommendations for designation. This report is available to the public and affected property owners for review and comment prior to a final public hearing with the HPC and a recommendation to City Council.

[3.20.130: Acquisition Of Property](#) / [3.20.140 Acquisition of Historic Easements](#)

These two sections allow for the City to acquire and maintain a historic property using public funds, or accept by purchase or donation easements on historic properties in the public interest and in accordance with the City's historic preservation purpose.

[3.20.150: Notice To City Departments And Other Agencies; Register of Historical Districts, Properties And Landmarks:](#)

Under this section, the HPC is required to notify the City departments and other agencies as to a property's historic designation status. Additionally, the HPC will maintain a historic property register and map for City and public access.

[3.20.170: Demolition Or Removal Of Historic Structures](#)

The purpose of this section is to preserve historic properties by giving the City, or others interested in acquiring or arranging for the preservation of a designated landmark, the time to do so. It allows for a four (4) month notice of the proposed demolition prior to issuance of a demolition permit, and the ability of staff and/or the HPC to negotiate with the property owner and other interested parties either relocations or inducements for third party purchase among other preservation-based alternatives.

[3.20.200 - Exemption from Fire or Building Codes](#)

Per this code section, the City Council, in order to promote the preservation and restoration of any historic properties, may exempt a historic property from the application of the City Fire or Buildings Codes based upon the Historic Preservation Commission recommendation as allowed for in the exemption criteria, if they determine that non-exemption would result in changes that would prevent the preservation or restoration of a historic property.

PRESERVATION HIGHLIGHTS FROM THE 2011 PLAN

The 2011 City of McCall Historic Preservation Plan did not contain goals and objectives, but did propose a number of preservation strategies and recommendations. Those recommendations are listed below along with notes on progress made or actions not yet begun:

- Maintain historic resource survey data as a dynamic document, updating to reflect ongoing work and new research.
 - The City's historic preservation program has continued to capture and maintain survey data, but lacks a well-organized system.
- Perform an intensive-level survey of McCall's undocumented historic resources.
 - The City has not yet completed intensive-level surveys.
- Incorporate existing and future surveys into the city's geographic information system (GIS) database, creating a historic resource overlay that includes individual historic properties and historic districts.
 - The City has made progress in GIS data collection and mapping by creating a downloadable GIS-based app. Next steps include incorporating that data into the City's GIS parcel data for planning and zoning and other assessment needs.
- Preserve McCall's heritage through advocacy, education, and community involvement.
 - The City has hosted guest lectures, open houses, and community events, and developed walking tour maps.
- Identify historic resources and historic districts, and use this information as a tool for strong planning.
 - This remains a need for the City.
- Seek to nominate McCall properties to the National Register of Historic Places, working in consultation with the State Historic Preservation Office and the National Park Service.
 - The City has had some success with these, supporting the nomination of both the Payette Lakes Inn and Johnson Hanger to the National Register of Historic Places.
- Request review and advisory recommendations by the McCall Historic Preservation Commission of the McCall historic resources listed in Table 1 that undergo new construction, alteration, or demolition.
 - This is not identified as a priority by the HPC or the community..
- Apply The Secretary of the Interior's Standards for Rehabilitation and the accompanying Illustrated Guidelines on Sustainability for Rehabilitating Historic Buildings as the formal basis for project evaluation (available at www.nps.gov/history/hps/tps/index.htm).
 - Because design review is not a required component of the City's historic preservation program, project evaluation has not been implemented.
- Amend city ordinances to strengthen the protection of McCall's historic resources.
 - No specific language or method for "strengthening" city ordinances has been identified.
- Conduct public education about historic buildings, materials, and preservation.
 - While there has been educational outreach via talks and tours of historic buildings and sites, there has been no training or information presented on materials or preservation techniques.
- Provide historic survey area maps on the City's website with links to the McCall Public Library, Idaho State Historical Society, and State Historic Preservation Office websites and other relevant resources.
 - A McCall History app has been launched, but additional mapping of historic resources needs to be completed.
- Prepare plans to develop the centrally located McCall City Jail into an interpretive and historic site. Consider additional interpretation, city map, and racks for a walking tour brochure.
 - The property continues to be identified as a priority for public education, but no work has begun on an interpretive program.

- Develop a working partnership to pursue programming, grants, and technical assistance to support McCall historic preservation. Partner with the City of McCall, McCall Public Library, Central Idaho Historical Museum, Long Valley Preservation Society, Idaho State Historical Society, National Park Service, and groups such as the McCall Folklore Society and various Valley County art associations.
 - There are occasional partnership activities between these organizations, but not in any formalized manner.
- Continue to seek grant support from the Certified Local Government Program of the Idaho State Historical Society. Periodic grant requests could be made to the Idaho Heritage Trust, Idaho Humanities Council, and National Trust for Historic Preservation. Other sources for grants

might include institutions and foundations. City support would be used to match state grants and private contributions for preservation projects.

- The McCall HPC has received numerous CLG grants and has maintained its CLG status. Grants since 2011 have been awarded for safely archiving and digitizing historic materials at the McCall Library, conducting research of National Register nomination sites, and HPC training and education.
- Budget for preservation board members and staff to allow for continuing preservation education opportunities through conferences, seminars, and workshops.
 - Grant funding and match has been used for HPC training and education.



PART 5: ASSESSMENT OF RESOURCES, TRENDS, AND OPPORTUNITIES

Events like Winter Carnival are deep in our roots. Just like the snow sculptures we're all excited to see in their forming and their resulting artistry, our history too has sculpted our community, our culture and our character. Saving the places we believe matter most is the purpose of the McCall Historic Preservation Commission.

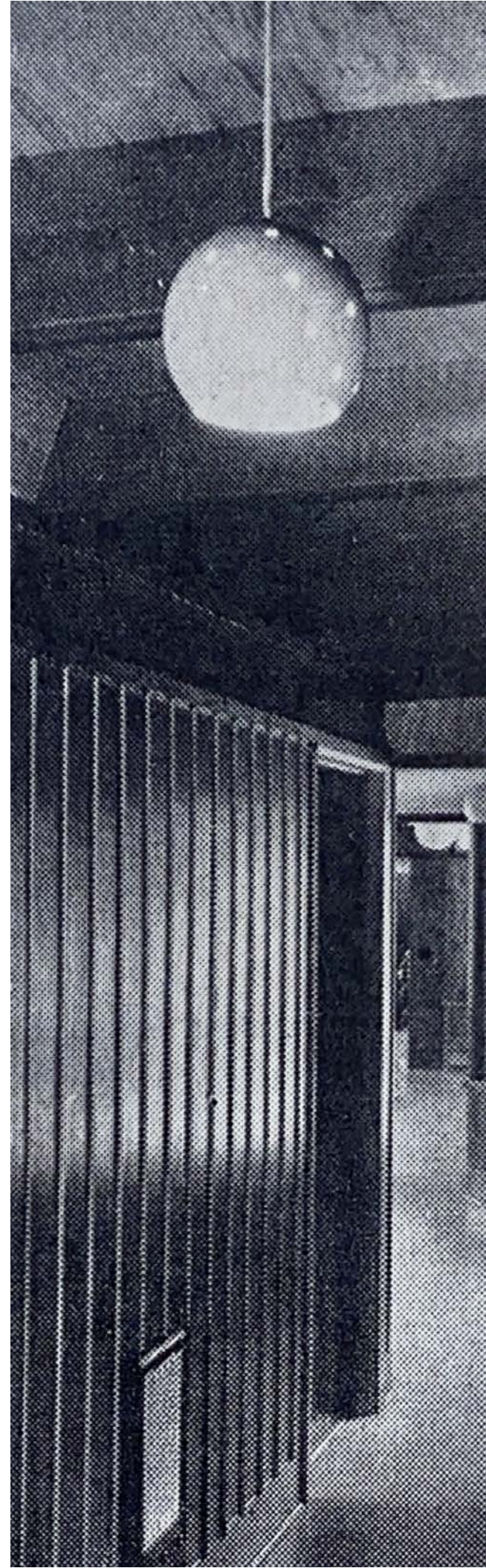
-John Farmer, Chair McCall Historic Preservation Commission

NATIONAL REGISTER OF HISTORIC PLACES LISTED SITES

The National Register is the official listing of cultural resources that are significant to our nation's history and that are considered worthy of preservation. It includes buildings, structures, objects, sites and districts significant to our history, architecture, archaeology, engineering, and culture. Resources may be of national, state, or local significance.

Listing a property in the National Register does not affect private-property ownership rights.

Seeking a listing of a property on the National Register can be initiated by the property owner, a historical society, a historic preservation commission, a government agency, or any other interested group or individual. The property must be researched in depth to obtain all of the relevant history and a nomination form prepared. The nomination form is then reviewed by the Idaho State Historic Preservation Office (SHPO). Once SHPO staff are satisfied with the draft nomination, it is sent to the property owner and local government for public comment. If the property owner, or a majority of owners in a proposed district, formally opposes the nomination, the nomination process ends. If the owners support the nomination, it is then forwarded to the Idaho Historic Sites Review Board which typically meets once a year to consider nominations to the National Register. If recommended for listing, the nomination is forwarded to the National Park Service for review by the Keeper of the National Register of Historic Places. If the Keeper approves the nomination, the property is officially listed in the National Register.



As a Certified Local Government, the City of McCall can initiate and assist property owners in the preparation of a National Register nomination. There are several National Register listed properties in the McCall area including:

- Rice Meeting House (listed 4/8/1980)
- Long Valley Finnish Structures (listed 11/17/1982)
- Southern Idaho Timber Protective Association (SITPA) Buildings (listed 5/1/1990)
- McCall District Administrative Site (listed 12/29/1991)
- Payette Lakes Club (listed 4/23/2017)
- Johnson Flying Service Hangar (listed 11/19/2019)

UNDERREPRESENTED AREAS OF SIGNIFICANCE

The Idaho State Historic Preservation Plan has identified a number of areas of significance that are not well represented in the state's inventory of historic and cultural resources. Some of those underrepresented categories are representative of resources missing from McCall's historic inventory.

The areas of Industry, Transportation, and Engineering are identified as needing additional survey as is Native American history and archaeological sites, both prehistoric and historic. The community survey conducted for the development of the McCall Area Historic Preservation Plan echoed the need to better represent the resources tied to transportation and the development of the timber industry.

The missing stories and undocumented places associated with indigenous and marginalized peoples is also of growing interest and was well addressed by one survey respondent who commented, "I think that it is important when considering the history of McCall and the surrounding area not to forget the Indigenous, Chinese, and ethnographic history. To begin the story with white settlement is to miss the point of understanding who we are. To not involve the tribes in these decisions is also forgetting whose ancestors knew this land."

The concern for natural resource protection and its importance to recreation is also an area needing greater research, documentation and interpretation. Frequently mentioned locations for documentation, interpretation and protection included Payette Lake and the shoreline, including views over Payette Lake, the North Fork of the Payette River above and below Payette Lake, the Cambian peeled trees, the Brundage Mountain Ski Resort and the Little Ski hill, and Legacy Park and geological history.



TRENDS AFFECTING MCCALL'S HISTORIC RESOURCES

Population

McCall has a 2020 population of 3,826 and is currently growing at a rate of 1.86% annually. The city's population has increased by 3.80% since the most recent census, which recorded a population of 3,686 in 2010.¹⁹ This is higher than the 2.82% projected growth rate from 2015 as referenced in the McCall Area Comprehensive Plan. This increase in McCall's population is already impacting the city's historic character. A few comments were recorded in the community survey regarding properties lost to new housing development and the impact on McCall's scenic viewsheds. Others called out properties lost that had special value to them. "My first home was bulldozed and is now a condominium complex and my second home is now a parking and storage lot."

Housing

The City of McCall is in significant need of housing that is affordable to local residents and its resort industry workforce. Additionally, with the median home price of properties in Valley County jumping from \$480,000 in 2020 to \$675,000 in 2021,²⁰ it is difficult for young families and those in the middle stages of their careers to afford a house in McCall. The opportunity for the reuse of existing older homes could benefit from a series of incentives available to the City including deed restrictions accompanied by funding from the local option tax moneys, fee waivers

and tax reimbursements. In the past few years, significant historic houses have been lost due to the increased development pressure for new second-home housing and accessory dwelling units. This is corroborated by the American Community Survey (ACS) conducted in 2015, which estimates that only 27 percent of housing units in McCall are occupied, with 73 percent of units vacant, representing the extremely high second-home population in the area.

Housing rehabilitation of older units in the city could benefit existing housing that meets the 50-year or older criteria for historic landmark status. The McCall Housing Strategy identifies the opportunity to improve housing options by rehabilitating these older properties through grants, property tax abatements, and subsidized loans.

Economic Environment

Recreation and tourism demands are increasing in McCall as the population grows and more individuals move to Idaho for the benefits of its natural resources. According to the US Travel Association, tourism in Idaho is a \$3.7 billion business, and employs more than 45,000 people. That makes it one of Idaho's largest industries. In McCall, the McCall Area Chamber reported that lodging taxes, an indicator of tourist visitation, increased by nearly 34% in 2021. Extended hotel and cabin stays and the myriad of outdoor activities led people to increase

their nights stayed by 10%. While the numbers may add up well for McCall's leading industry, increased visitation does not sit well with surveyed residents who see it as a negative impact on McCall's historic character and quality. Nearly 60% of respondents expressed a concern with "over-tourism" and 73% with the associated increased traffic.

McCall has a significant proportion of its workforce commuting in from nearby communities, not uncommon in a resort or tourism community. The concern is that with a commuter workforce, the culture and character of McCall outside of business hours may suffer. Again, pointing to a need to improve local housing options to encourage workers living in McCall.²¹

Environmental Considerations

The City of McCall tree inventory contains nearly 6,000 trees tracked by species, location, condition and height. Those trees which qualify as heritage trees must be protected from loss due to future development, disease or disasters. The Comprehensive Plan calls for policies to "reflect the community benefit these trees play in establishing character, as well as economic and environmental benefits." Thus Goal 8 identifies the need to maintain and increase McCall's urban forest as a key component of the green infrastructure and calls for maintaining the city's heritage trees.

Disaster Preparedness

As addressed in the Idaho State Historic Preservation Plan, there is minimal coordination between state and local preservation agencies in disaster preparedness planning for historic and archaeological resources. While the City of McCall is incorporated into the Valley County, Idaho Multi-Jurisdictional Hazard Mitigation Plan (HMP), there is no provision for protecting historic properties or archaeological resources. However, the Plan does reference the City of McCall Comprehensive Plan (2018) which calls for the development of a hazard mitigation plan for the city, in coordination with Valley County. There are cultural resource based hazard mitigation plans available that could serve as a model for the inclusion of heritage assets into the McCall HMP.

According to RiskFactor.com the City of McCall has 5,452 properties or 100% of the building stock at moderate risk of wildfire. Of those, 11 properties identified as “social facilities” are at major risk. This includes schools, houses of worship, museums, and government and/or historic buildings in McCall. The City of McCall promotes the National Fire Protection Associations Fire-wise Communities Program. This involves homeowners taking individual responsibility for preparing their homes for wildfire risk. It would be a proactive measure if members of the HPC participate in the Community Assessment training to better inform them and, subsequently, historic property owners in the wildland/urban interface how to reduce home ignitions and better prepare for wildfires in the future.

“Preserving McCall’s open spaces and views of the lake and available beaches will continue to benefit tourism and the McCall economy.”

– Community Survey Respondent

OPPORTUNITIES AND CHALLENGES FOR PRESERVATION

The planning team reviewed comments received from participants in the online surveys, interviews, and HPC meetings to identify community needs and concerns regarding historic places. In addition, an analysis of trends in population growth, housing, the economy, the environment, and disaster preparedness, identified the following opportunities and challenges.

OPPORTUNITIES

- Tell the story of the Native American presence and imprint on the land.
- Incorporate the natural heritage of McCall into preservation planning - the lake and river above and below the lake, mountain peaks, forested lands.
- Document family histories and genealogy tied to McCall and its architectural development.
- Recognize legacy businesses and organizations in existence since the 1940s including: May Hardware, Foresters, Yacht Club, Hotel McCall, Rotary, Progressive Club, Chamber of Commerce.
- Promote adaptive use of historic properties to increase affordable housing and environmental sustainability.
- Conduct public education activities to promote the value of cultural heritage assets during key celebrations or recognition events (i.e. Preservation Month, American Indian Heritage Month, Women’s History Month).
- Protect the viewscape and viewsheds around McCall as important to the area’s character, public value, and as a priority for preservation.
- Encourage residents who are willing to spend money in protecting their own historic properties or volunteering to support an organization involved in protecting historic places.
- Volunteers are willing to step forward to assist with research, writing, fundraising, and educating residents and visitors through social media.
- Provide education and resource information on how to get started with property documentation and historic preservation.
- Collaborate with other civic and cultural organizations in the McCall area.
- Establish a partnership with the Nez Perce Tribe to have significant cultural sites preserved and interpreted.

CHALLENGES

- Original cottages and cabins are being demolished and replaced with new homes as development pressure mounts.
- There is a lack of affordable housing.
- Over-tourism and increased traffic is impacting the character of McCall.
- There is a lack of historic preservation awareness among McCall residents.
- The City of McCall lacks financial incentives for historic preservation.
- There is concern for the loss of trees due to deforestation and fire.
- Lakeshore and forested lands used by the public for recreation are being lost to new development.

THE 2022 MCCALL AREA HISTORIC PRESERVATION PLAN

“I think that what you’re doing will make McCall a special place for us for years to come.”

– McCall Community Survey Respondent

GOALS, OBJECTIVES, AND ACTIONS

The following goals, and associated objectives and action items were developed in close consultation with City of McCall staff, Historic Preservation Commission members and stakeholders. All were given the opportunity to review and to identify priorities for implementation. Some action items were assigned specific tasks or sub-tasks in order to jump-start the work plan process which will be the next step in the implementation of the Plan.



GOALS, OBJECTIVES AND ACTIONS

GOAL 1: Enhance public outreach and education by partnering with other McCall area organizations to promote McCall's cultural heritage and historic places to residents and visitors.

Objective 1.1: *Support or develop heritage-related activities or projects that cross-promote historic preservation with other related disciplines (history, architecture, library arts, arts and culture, archaeology, Native American culture, etc.).*

Action 1.1.1: Establish a regular gathering of heritage-minded organizations and individuals to create collaborative projects and integrate planning efforts.

Action 1.1.2: Create a clearinghouse or repository of existing resources for local government, community members, visitors, Real Estate professionals, contractors, etc. to provide appropriate and verified information for McCall's historic contexts.

Action 1.1.3: Highlight traditional cultural properties and practices through wayfinding signage, exhibits, documentary, plaquing, mobile app or other public engagement tools.

Objective 1.2: *Create a consistent look for the McCall Heritage brand to incorporate into interpretive signage, plaques, events, and education programs.*

Action 1.2.1: Annually discuss with Central Idaho Historical Museum, McCall Public Library, McCall Parks and Recreation Department, McCall Public Art Advisory Committee, and the U.S. Forest Service how the McCall Heritage brand can be incorporated into outreach efforts and cross-promotion.

Action 1.2.2: Research interpretive sign materials and develop an implementation plan and maintenance plan in partnership with the McCall Parks and Recreation Department or other stakeholders.

Action 1.2.3: Work with owners to place Interpretive plaques at all National Register locations and properties featured in McCall documentary.

Action 1.2.4: Develop a recognition program to increase awareness of McCall's heritage.

Action 1.2.5: Connect with administration and teachers within the McCall- Donnelly School system, specifically 4th and 7th grade instructors, to provide resources, shape curriculum, and encourage 12th grade Senior Projects that highlight McCall's historic places.

Action 1.2.6: Use National Historic Preservation Month (May) paired with Wildfire Awareness Month (May) to increase pride in McCall's heritage and promote the protection of its historic places and traditions.

Objective 1.3: *Develop a communications and marketing campaign to promote McCall's heritage and historic resources.*

Action 1.3.1: Promote the existing brand and tagline for promoting McCall Heritage ("Connect to Our Heritage") by releasing regular press releases or other media (e.g. monthly, quarterly) which provide updates on McCall Historic Preservation and History.

Action 1.3.2: Create signage promoting McCall Heritage and how to learn more or get involved with the community.

Objective 1.4: *Integrate the shared interest of historic preservation and library services to educate and inform residents and visitors about McCall's heritage.*

Action 1.4.1: Work with Public Library to program exhibit space and Story Walk to tell McCall's cultural heritage preservation story.

Action 1.4.2: Promote use of the Idaho Room as a primary archival repository for McCall and central Idaho history.

Action 1.4.3: Conduct oral interviews with residents and others regarding history of families and properties in McCall.



GOAL 2: Update and maintain a current and actionable inventory of historic resources (i.e. buildings, sites, etc.) through ongoing survey, designation and monitoring activities.

Objective 2.1: *Conduct an in-depth survey of McCall's undocumented historic resources for possible identification and recognition as a local landmark or National Register of Historic Places listing.*

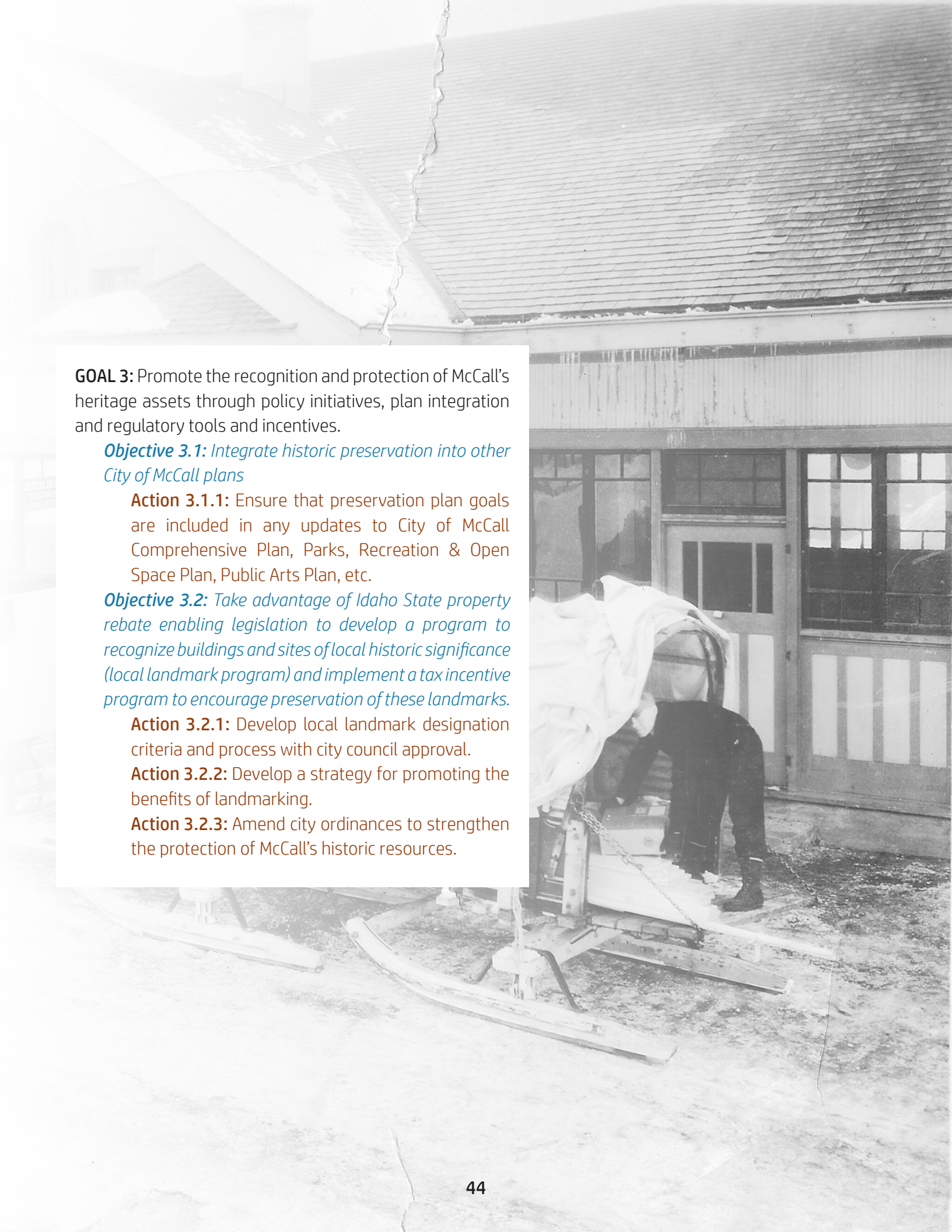
Action 2.1.1: Analyze existing inventory for properties with potential for local landmark designation.

Action 2.1.2: Identify and prioritize areas (neighborhoods, districts, resources, and significant features) for initial inventory.

Action 2.1.3: Define what an in-depth survey would include for McCall Historic Preservation and how to coordinate such a survey or project.

Action 2.1.4: Incorporate all survey data into the City's Geographic Information System (GIS).

Action 2.1.5: Inform and work with property owners willing to complete local landmarking designations and/or National Register of Historic Places nominations.



GOAL 3: Promote the recognition and protection of McCall's heritage assets through policy initiatives, plan integration and regulatory tools and incentives.

***Objective 3.1:** Integrate historic preservation into other City of McCall plans*

Action 3.1.1: Ensure that preservation plan goals are included in any updates to City of McCall Comprehensive Plan, Parks, Recreation & Open Space Plan, Public Arts Plan, etc.

***Objective 3.2:** Take advantage of Idaho State property rebate enabling legislation to develop a program to recognize buildings and sites of local historic significance (local landmark program) and implement a tax incentive program to encourage preservation of these landmarks.*

Action 3.2.1: Develop local landmark designation criteria and process with city council approval.

Action 3.2.2: Develop a strategy for promoting the benefits of landmarking.

Action 3.2.3: Amend city ordinances to strengthen the protection of McCall's historic resources.



GOAL 4: Ensure that resource needs are identified and secured to support the growth and professional development of the City’s Historic Preservation Program.

Objective 4.1: Provide access to training opportunities for City of McCall Historic Preservation Commission members and staff.

Action 4.1.1: Incorporate a requirement for HPC service to have members and staff participate in at least one training event annually in the application of the Secretary of the Interior’s Standards and other procedures related to the City’s Certified Local Government status with the Idaho State Historical Society.

Action 4.1.2: Fund travel and registration costs for HPC members and staff to secure historic preservation education and training.

Action 4.1.3: Provide a copy of all National Park Service Preservation Briefs to HPC members.

Action 4.1.4: Develop a historic preservation program annual work plan for HPC members and staff to support implementation of the Preservation Plan.

Objective 4.2: Utilize funds allocated to the Historic Preservation Commission through the City of McCall annual budgeting process to leverage grant and matching funds in support of McCall Area Comprehensive Plan and Historic Preservation Plan related goals to identify, preserve, interpret and promote historic resources.

Action 4.2.1: Identify and prioritize City of McCall historic preservation projects and activities for which matching funds are available from the Idaho State Historical Society, Idaho Heritage Trust, Idaho Humanities Council and National Trust for Historic Preservation.

Action 4.2.2: Collaborate closely with the City of McCall, McCall Public Library, Central Idaho Historical Museum, Long Valley Preservation Society, Idaho State Historical Society, National Park Service, and groups such as the McCall Folklore Society and various Valley County art associations to secure funding for projects that meet shared priorities.

Objective 4.3: Build capacity for dedicated staff, volunteer network, consultants, and internships in order to continue supporting the current and future work of McCall Historic Preservation Commission.

Action 4.3.1: Annually create a volunteer engagement strategy that clearly identifies shorter term, project specific tasks that volunteers can successfully complete.

Action 4.3.2: Annually identify any research, planning, or other activities of the Historic Preservation Commission that may be fulfilled through high school, graduate, or post-graduate internships.

Action 4.3.3: Continue to identify and seek funding support for professional consultant assistance with planning, historical research, interpretation and/or training.

Action 4.3.4: Establish methods for regular reporting of volunteers, interns, consultants and staff with the Historic Preservation Commission.

GOAL 5: Promote the preservation and rehabilitation of historic properties in a manner consistent with the Secretary of the Interior’s Standards for Rehabilitation.

Objective 5.1: Preserve, interpret and activate the McCall City Jail as a designated historic property.

Action 5.1.1: Continue pop-up interpretation and use during city events such as McCall Winter Carnival.

Action 5.1.2: Provide a walking tour brochure accessible in print and online via a QR code sign at the Jail.

Action 5.1.3: Research the history and use of the McCall City jail noting memorable “residents.”

Objective 5.2: Support property owners in the rehabilitation of historic buildings by providing informed guidance regarding appropriate preservation treatments.

Action 5.2.1: Request review and advisory recommendations by the McCall Historic Preservation Commission of the McCall recognized historic resources that undergo new construction, alteration, or demolition.

Action 5.2.2: Include resources for DIY property owners into resources including instructional materials, technical assistance, and trusted contractors or other professionals.



CONSIDERATIONS FOR IMPLEMENTATION

In considering how to implement the actions identified, it is important to understand that to accomplish the objectives for each Plan goal, each action will require a lead agency or organization, sufficient resources (i.e. funding, staffing, technology), and a schedule for implementation. This will require meetings with partner organizations to discuss each goal and objective to determine how they align with existing organizational plans and priorities. Partners will also need to agree on resources needed for the execution of each action. A simple action plan framework can be developed with time frames, budget, tasks and responsibilities for each goal and objective.

Annual work plans for both City staff and for the HPC should indicate specific objectives or actions to be accomplished in that year.

Interagency agreements or Memorandums of Understanding may need to be executed with stipulations as to the duties to be assumed by the partnering organizations.

Grant funding for a number of these actions may come via State or Federal agency programs, which may require matching funds from City coffers or from partner organizations.

Survey work will likely require that consultants be brought on, paid by grant dollars, to work with City staff and the community, engaging residents to provide cultural context for the area's history, and at the same time share with them information on the architectural and historical development of their own communities.

Regular Plan updates at HPC meetings regarding progress made towards each action should be added to the monthly meeting agenda to provide both the HPC and the public information on progress towards meeting the preservation goals.

Monitoring and evaluation of the McCall Area Historic Preservation Plan must occur on an annual basis and can be included in an annual report to the HPC and the City Council.

Partnering with stakeholder groups is anticipated as a means to ensure successful implementation of the Plan. Based on interest expressed in the community survey and interviews, City staff and HPC members can rely on civic groups, arts and cultural organizations, historic sites and museums, and historic property owners to support education and stewardship of McCall's historic and cultural resources.

Endnotes

- 1 Peter L'Orange, "Profiting from the Past: Historic Preservation's Economic Benefits," February, 2021 Idaho State Historic Preservation Office, Idaho State Historical Society
- 2 Reddy, Sheila D. "The Empty Land - The Search for the Nez Perce on the Payette National Forest." Heritage Program - Payette National Forest. USDA Forest Service - Intermountain Region. 1993.
- 3 Ibid.
- 4 Sappington, Robert Lee. "The Lewis and Clark Expedition Among the Nez Perce Indians: The First Ethnographic Study in the Columbia Basin," Northwest Anthropological Research Notes 23, no. 1 (Spring 1989): 1-34.
- 5 Idaho State Historical Society. Reference Series No. 444. Idaho Fur Trade. June 1973.
- 6 Tobias, Nelle. McCall in Valley County History to 1920. Shelton Woods, Editor. Valley County History Project. (Donnelly, Idaho: Action Publishing, 2002), 298-300.
- 7 <https://visitmccall.org/about/historic-information/>
- 8 Smith, Elizabeth. "History of the Boise National Forest 1905-1976." (Boise, Idaho: Idaho State Historical Society, 1983), 21.
- 9 The Idaho Tri-Weekly Statesman. September 20, 1873 p. 2.
- 10 McCall, Ennis. "McCall Trades Team, Wagon For Acreage on Payette Lakes Where Vacation City Thrives.," The Idaho Sunday Statesman. December 24, 1939, p. 9.
- 11 Ross-Hauer, JoEllen, "Payette Lakes Inn National Register Nomination", July 2015. P. 12. Grace Edginton Jordan. The King's Pines of Idaho: A Story of the Browns of McCall. Binford & Mort. Portland, Oregon, 1961.pp 62-63.
- 12 Wilson, Richa, "The First McCall Smokejumper Base."US Forest Service, Intermountain Region, Ogden, Utah 2008
- 13 Ibid.
- 14 "McCall Items.," The Cascade News, November 30, 1931 p. 3.
- 15 Adams, Laura. "Pioneers of Idaho's Aerial Mail Routes," Idaho History. The Yellow Pine Times, September 25, 2016.
- 16 "Winged Freighters" Release Remote Mining Camps from Winter's Grip." The Idaho Sunday Statesman, May 2, 1932 p. 15.
- 17 "New Summer Season Comes Along for McCall, the City on Payette Lakes." The Idaho Daily Statesman. June 4, 1948 p. 18. Gabbert. p. 21.
- 18 53 Deward E. Walker, "Plateau," Vol. 12 in Handbook of North American Indians (Washington, D.C.: Smithsonian Institution, 1998), 420.
- 19 <https://worldpopulationreview.com/us-cities/mccall-id-population>
- 20 Robertson, Autumn. "Valley Co. home prices see increase, McCall median home price skyrockets," Boise Development. <https://boisedev.com/news/2022/01/31/valley-co-mls/>
- 21 McCall in Motion - City of McCall Housing Strategy. City of McCall. 2018



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GLOSSARY

Comprehensive Plan: A plan, or any portion thereof, adopted by the board and/or council affecting land within the planning jurisdiction, and including such things as the general location and extent of present and proposed physical facilities including housing, industrial and commercial uses, major transportation, parks, schools and other community facilities.

Heritage: The cultural legacy which we receive from the past, which we live in the present and which we will pass on to future generations.

Historic District: An area designated as a “Historic District” by ordinance of the City Council and County Commission which may contain within definable geographic boundaries, one (1) or more landmarks and which may have within its boundaries other properties or structures that, while not of such historic significance, architectural significance, or both, to be designated as Landmarks, nevertheless contribute to the overall visual characteristics of the Landmark or Landmarks located within the Historic District.

Historic Resource: Landscape features, archaeological sites and zones, structures, buildings, districts, and objects which have demonstrated significance in the history of the city, the county, the state and/or the nation through historic designation.

Historic Landmark: The building, structure, feature, site or object designated by ordinance of the City council and County Commission which meets one or more of four local designation criteria as well as those established for inclusion in the National Register of Historic Places as such criteria are applied to historic properties in the State by the Idaho Historic Sites Review Board.

McCall Area: The geographic area defined in the adopted Local Housing Policy for the City of McCall, or in the absence of the same, the City limits of the City of McCall, Idaho and its Area of Impact.

National Register of Historic Places: The official list of the Nation's historic places worthy of preservation. Authorized by the National Historic Preservation Act of 1966, the National Park Service's National Register of Historic Places is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect America's historic and archaeological resources.

Rehabilitation: A treatment method for historic properties, rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.



APPENDIX A

COMMUNITY VALUES AND PRIORITIES SURVEYS

McCall Historic Preservation Plan Update Survey, was launched October 2021 and open until January 2022 to allow ample time for responses around the holidays. A total of 135 responses were received with a 75% completion rate and an average time of sixteen minutes and six seconds to complete the survey.

There were twenty-one questions which spanned categories of multiple choice, open ended response, short answer, and ranking. Many of the multiple choice questions also offered the option to enter another option, the first question is an example of this.

Q1: What heritage values for Old Places do you believe resonate best in McCall with your or your organization? (select all that apply)



Question two, a short-answer, built off the first question by asking which place(s) best tell the story of McCall. The responses culminated into a list of sites which span the entire history of McCall and its community (e.g. Saw Mill, Mill Brundage Ski Resort, McCall Hotel, Old Train Station, Forestry Buildings, Legacy Park.)

The core values of education and community repeat throughout the survey in various forms. Education appears as a value through access to resources, documenting histories, raising awareness, and engagement opportunities. Community appears through statements of negative impacts from lack of affordable housing, overtourism, and development pressures. A number of responses also directed attention to underrepresented heritage such as the indigenous cultures which were and are present in and around McCall.

Using these themes, survey responses, and discussion with the Historic Preservation Board and stakeholders, the goals, objectives, and actions were formulated. These were released in another survey to the public which asked participants to rank the goals and objectives. The 2022 McCall Historic Preservation Plan Goals and Objectives received 23 responses between July 5 and July 27. It had an average completion rate of 78% and the estimated time to complete the survey was five minutes.

This survey heavily influenced the order of the goals and objectives for the McCall Historic Preservation Plan update, as the community ranked each one on importance.

Pre-Survey Order

Goal 1: Update and maintain a current and actionable inventory of historic resources (i.e. buildings, sites, etc.) through ongoing survey, designation and monitoring activities.

Goal 2: Enhance public outreach and education by partnering with other McCall area organizations to promote McCall's cultural heritage and historic places to residents and visitors.

Goal 3: Promote the recognition and protection of McCall's heritage assets through policy initiatives, plan integration and regulator tools and incentives.

Goal 4: Promote the preservation and rehabilitation of historic properties in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation.

Goal 5: Ensure that resource needs are identified and secured to support the growth and professional development of the City's Historic Preservation Program.



Goal 1: Enhance public outreach and education by partnering with other McCall area organizations to promote McCall's cultural heritage and historic places to residents and visitors.



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Goal 5: Promote the preservation and rehabilitation of historic properties in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation.

Both surveys were instrumental in the development process of the McCall Historic Preservation Plan Update. This plan was primarily completed under the guidelines of the COVID-19 pandemic which hindered travel and in-person public engagement. Thank you to all those who participated in the surveys as the input was invaluable to the process of developing this plan. To see the full survey results, please use the links below.

I love historic buildings and would like to keep them remembered and not forgotten.

– Survey Respondent - Age: Under 18

I enjoyed this survey and I wish I could save every historic building!

- Survey Respondent - Age: 25-34

Protect it before it's forever gone.

- Survey Respondent - Age: 45-54

Indigenous knowledge is the key to all preservation – the environment, history, culture, sustainability and overall health of the earth. Seeing history can help us create a better future...

- Survey Respondent - Age 65+

Links to the Survey Below:

[McCall Historic Preservation Update Survey](#)
[McCall Goals and Objectives Survey](#)



APPENDIX B

HISTORIC PRESERVATION ORGANIZATIONS IN MCCALL AREA

McCall, Idaho Historic Preservation Commission

216 East Park Street, McCall, Idaho 83638
(208) 634-7142

Historic Roseberry Townsite

PO Box 444 Donnelly, ID 83615
(208) 989-5199
info@historicroseberry.org

Long Valley Preservation Society

PO Box 444 Donnelly, ID 83615
(208) 989-5199
info@historicroseberry.org

Valley County Museum

13131 Farm to Market Rd, Donnelly, ID 83615
(208) 989-5199

McCall Arts & Humanities

PO Box 1391, McCall, ID 83638
(208) 634-7136
info@mccallarts.org

US Forest Services

500 N Mission St, McCall, ID 83638
(208) 634-0700

McCall Parks Department

300 Park St, McCall, ID 83638
(208) 634-3006

Central Idaho Historical Museum

Physical: 1001 State Street, McCall, Idaho 83638
Mailing: PO Box 4341, McCall, Idaho 83638
cihmuseum@gmail.com

Southern Idaho Timber Association

555 Dienhard Lane, McCall, Idaho 83638
208-634-2268

National Alliance of Preservation Commissions

P.O. Box 1011
Virginia Beach, VA 23451
757-802-4141

Association for Preservation Technology International

1 Eglinton Ave. E., Suite 705
Toronto, ON M4P 3A1 Canada
217-529-9039

National Parks Service - Preservation Briefs

(202) 354-2059
jennifer_bailey@nps.gov

Historic Tax Credits (NPS)

(202) 354-2059
jennifer_bailey@nps.gov
Rehabilitation Tax Credit
Federal Tax Credit
2205 Old Penitentiary Rd.
Boise, ID 83712
General Inquiries: (208) 334-2682

Historic Tax Credits (Idaho)

PO Box 1495, Boise, Idaho 83701
208-424-5111
info@preservationidaho.org
Heritage Partners



APPENDIX C

RESOURCES FOR HISTORIC PRESERVATION IN IDAHO

Idaho State Historic Preservation Office

210 Main Street, Boise, Idaho 83702
208-334-3861

Idaho State Historical Society is a State agency dedicated to the preservation of Idaho's cultural and historic resources. It comprises the Idaho State Historical Museum, the Idaho State Archives, the Idaho State Historic Preservation Office, and the Historic Sites Program.

2205 Old Penitentiary Road, Boise, Idaho 83712
208-334-2682

Idaho Archaeological Society is a statewide nonprofit organization founded in 1971, which strives to preserve, educate about, and encourage the study of Idaho's antiquities.

PO Box 1976, Boise, Idaho 83701

Idaho Association of Museums is a private, nonprofit organization that serves Idaho's museums. The organization comprises three regions and is served by a volunteer Board and Officers.

Nez Perce National Historical Park 39063
U.S. Highway 95, Spalding, Idaho 83540
208-843-7038

Idaho Heritage Trust is a nonprofit organization preserving the historic fabric of Idaho for our State's Bicentennial in 2090 through a program of grants and technical assistance to more than 400 projects in all forty-four counties.

PO Box 140617, Boise, Idaho 83714
208-549-1778

Idaho State Archives and Research Center is a unit of the Idaho State Historical Society, which manages and maintains materials related to the history of Idaho and the Pacific Northwest including photographs, books, maps, manuscripts, oral histories, and government records.

2205 Old Penitentiary Road, Boise, Idaho 83712
208-334-2620

Preservation Idaho is a member-funded nonprofit organization dedicated to preserving the State's historic and cultural resources through education and advocacy. Established in 1972 by a group of Idahoans concerned with the alarming rate at which historic resources in Idaho were being lost, these individuals created an organization that enabled members of the public to unite toward preservation of Idaho's historic built environment.

PO Box 1495, Boise, Idaho 83701
info@preservationidaho.org
208-424-5111

Idaho State Historic Preservation Plan

Published by the State Historic Preservation Office & the Idaho State Historical Society for 2016-2022.

Nez Perce National Historical Park consists of 38 places important to the history and culture of the Nimiipuu. The Park includes a library and research center open to non-tribal people

Nez Perce National Historical Park 39063
US Hwy 95, Lapwai, ID 83540-9715
208-843-7001

Shoshone-Paiute tribal council hosts a website displaying numerous avenues of history of their peoples as well as current events happening on the Duck Valley Indian Reservation. At this link you can also find a **video documentary** at the bottom of the page detailing their history and culture.

1036 Idaho State Highway 51,
Owyhee County, ID 83604
208-759-3100 ext. 1200

Shoshone-Bannock Tribes located on the Fort Hall Reservation in Southeastern Idaho has many **cultural programs** as a means of preserving their cultural history, language, and educating their people.

PO Box 306, Fort Hall, ID 83203
publicaffairs@sbtribes.com
208-478-3700



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FINN BAKERY
AND DELICATESSEN

GROCERIES

LUNCHES

FRUITS VEGETABLES
AND KINDS PRODUCE

STAND



**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 22-247
Meeting Date September 22, 2022**

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to approve a St. Luke’s Community Health Improvement Fund Grant application to purchase equipment for the City of McCall recreation programs</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:	\$5500	Parks and Recreation		
FUNDING SOURCE:	St. Luke’s Community Health Improvement Fund Grant	Airport		
		Library		
TIMELINE:	Grant deadline: September 30, 2022	Information Systems		
		Economic Development	DJW	originator

SUMMARY STATEMENT:

The City of McCall Parks and Recreation Department is requesting approval to submit a grant application to the St. Luke’s Community Improvement Fund to support the purchase of summer and winter recreational equipment, specifically mountain bikes and cross-country ski packages, to expand opportunities for economically challenged youth and adults to experience outdoor recreation. If funded, the purchased equipment would be made available through Mountain Bike Camp, Loaner Equipment Program, and through partnering organizations such as McCall Day Care, McCall-Donnelly School District, McCall Winter Sports Club, Roots Forest School, and others.

The St. Luke’s Community Health Fund supports projects that benefit community health and does not require that requested funds be matched. More information about this grant opportunity can be found at: <https://www.stlukesonline.org/about-st-lukes/supporting-the-community/submit-a-grant-application/community-health-improvement-fund-grants>

RECOMMENDED ACTION:

Approve submittal of a St. Luke’s Community Health Improvement Fund 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 22-249
Meeting Date September 22, 2022

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
Request to Approve Allocation of up to \$105,000 in FY22 Tourism Local Option Taxes		Mayor / Council		
		City Manager	ABC	Originator
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
COST IMPACT:	\$105,000	Parks and Recreation		
FUNDING SOURCE:	Tourism LOT	Airport		
		Library		
TIMELINE:	By September 30, 2022	Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT:				
<p>On September 8, 2022, Council approved the FY22 Budget Amendment that recognized additional Tourism Local Option Tax (LOT) revenue that we expect to receive above the original budget estimate. The Amendment fully funded the LOT Commission’s recommended contingency projects with a remaining amount of up to \$105,000 that is still available for the Council to allocate to projects that fit the LOT allowable uses (see attached). Staff recommends that Council allocate this funding to the Library Expansion Project which is an allowable use and has received LOT funding previously. By doing so the Council will reduce the amount of General Fund reserve dollars needed for the project. Staff considered the possibility of allocating the funds to the Housing Program and determined that there are still outstanding LOT funds in the program that have not been fully spent yet and there was not a need for more LOT funds in that program until those previous allocations have been expended. The Housing Program was also awarded \$350,000 in FY23 LOT funding plus \$100,000 in FY23 LOT contingency funds.</p> <p>Council may choose to allocate the funds to any other priority or project they wish as long as it meets the eligible uses (attached) in the Ordinance.</p>				
RECOMMENDED ACTION:				
Approve the allocation of up to \$105,000 in FY22 Tourism LOT to the Library Expansion Project.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

ALLOWABLE USES FOR LOCAL OPTION TAX REVENUE

4.12.5: PURPOSES FOR USE OF REVENUES DERIVED FROM TAXES:

The local option non-property tax revenue derived from and collected under this chapter shall be used for direct costs to collect and enforce the tax and only for the following public purposes:

- (A) Streets, sidewalks and pathways, public transit, pedestrian crosswalks, and public transportation;
- (B) Construction and maintenance of cultural and recreational facilities;
- (C) Services for community recreational and cultural activities;
- (D) Public parks maintenance, development, and beautification;
- (E) Shelter and/or spay and/or neuter of stray animals found in the City;
- (F) Local housing program as recommended in the McCall Housing Strategy;
- (G) Services for McCall marketing, advertising, tourism development, and event promotion;
- (H) Mitigate the effects of tourism on the City that the General Fund cannot accommodate. (Ord. 965, 3-8-2018, eff. 1-1-2019)

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 22-256
Meeting Date September 22, 2022

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Approve AIA Document G802 Amending the Professional Services Agreement with Ratio Architects, LLC for the Library Expansion Project</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	supporter
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works	NBS	Originator
		Golf Course		
		Parks and Recreation		
COST IMPACT:	TBD	Airport		
FUNDING SOURCE:	Project Budget in FY23 and FY24	Library		
TIMELINE:	April 2022 – November 2024	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

On April 2019, the City executed a contract with Humphries Poli (now operating as Ratio Architects, LLC) for architectural, planning and construction administration services for the McCall Public Library Expansion Project (see attached). This original contract anticipated 36 months of services (ending on April 1, 2022), based on the 2019 construction schedule provided by CM Company (the City’s CMGC contractor). This schedule did not anticipate that the initial bond election (held May 2019) would not pass delaying the project for 12 months, nor did it account for a winter construction shut down that has since been determined to be most effective to assure the project can be completed on budget (currently estimated August 2024).

Accordingly, the included AIA G802 Amendment document extends Ratio Architects, LLC’s Professional Services Agreement an additional 32 months (68 months total through November 2024) to coincide with CM’s construction schedule. The included amendment is considered draft, pending legal review, though no substantial changes are anticipated. A final version will be presented to Council at the meeting.

It is anticipated that Ratio will need compensation for their additional 32 months of services, principally construction administration that has been increased from 14 months (originally scoped) to 28 months. Proposals for these additional services are planned to be managed and approved by the City Manager (≤ \$50K) and/or City Council (>\$50K) in accordance with the City’s adopted procurement policy.

RECOMMENDED ACTION:

Approve AIA Document G802 amending the professional services agreement with Ratio Architects, B133; authorize the Mayor to sign all necessary documents; and authorize staff to manage proposals for additional services in accordance with the City’s procurement policy.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION
April 19, 2019	AB-19-083: Council approval of Consultant B133 Contract and Letter of Approach for Library Expansion Design and Construction Administration

AIA[®] Document B133[™] – 2014

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the First day of April in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of McCall Public Library
216 E. Park St.
McCall, ID 83638
208-634-5522

and the Architect:
(Name, legal status, address and other information)

Humphries Poli Architects, P.C.
1655 Grant St.
Denver, CO 80203
303-607-0040

for the following Project:
(Name, location and detailed description)

McCall Public Library. Design and Construction Administration of a new approximately 12,000 square foot, two story Library based on programming and conceptual design composed by Humphries Poli Architects in 2016. It is anticipated the new library will be located in the City of McCall's Civic Campus.

The Construction Manager (if known):
(Name, legal status, address and other information)

TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201[™]–2007, General Conditions of the Contract for Construction; A133[™]–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134[™]–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201[™]–2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Completed by Humphries Poli Architects dated December 2016.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

A new two story library of approximately 12,000 SF Option "A" in the 2016 conceptual design study located in City of McCall, ID Civic Campus. Architect is concurrently retained by the city of McCall to create a Civic Campus Master Plan. Architect will incorporate changes to the library design as mutually agreed.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The anticipated project budget is \$5,840,000 per the 2016 conceptual design study excluding renovation of the existing Library into City Offices.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Program verification Schematic Design and Design Development completed prior to November 2019 to facilitate preparation for a May 2020 municipal bond election.

.2 Commencement of construction:

The Construction Documents phase would not begin until directed by the Owner after the successful passage of the May 2020 municipal bond election and completed prior to November 2020

.3 Substantial Completion date or milestone dates:

Summer 2022

.4 Other:

TBD

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling or phased construction are set forth below:
(List number and type of bid/procurement packages.)

Limited to one bid/procurement package

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner's sustainable objective, if any, or historic preservation requirements.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Anette Spickard as City Manager, City of McCall.
216 E. Park St.
McCall, ID 83638
208-634-1003
aspickard@mccall.id.us

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

None

§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other information.)

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- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1)

Construction Manager has not been retained as of the date of this Agreement. Architect will assist the Owner in the selection of the Construction Manager. It is assumed Owner will retain the Construction Manager by 01 June 2019.

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

None

- .3 Land Surveyor:

TBD

- .4 Geotechnical Engineer:

(TBD)

(Paragraphs deleted)

- .5 Other consultants:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

None Identified

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Humphries Poli Architects, P.C.
1655 Grant St.
Denver, CO 80203
303-607-0040
Dennis Humphries, AIA
dhumphries@hparch.com

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

Init.

.1 Structural Engineer:

TBD

.2 Mechanical and Plumbing Engineer:

TBD

.3 Electrical Engineer:

TBD

.4 Civil Engineer:

TBD

.5 Landscape Architect:

TBD

§ 1.1.12.2 Consultants retained under Additional Services:

None identified at this time

§ 1.1.13 Other Initial Information on which the Agreement is based:

"Our Approach" Document dated 25 February 2019 provided to Library

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. Architect and Owner will agree to adjust Architects fee accordingly in the event of substantial changes.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than (\$).

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) per claim and Four Million Dollars and Zero Cents (\$ 4,000,000.00) in the aggregate.

§ 2.6.6 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During one of the design phases, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the

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Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and obtain the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or the Owner's issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit not to exceed one time per month, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved

submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager:
(1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment;

(2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Assistance with selection of the Construction Manager	Included in Basic Services	
§ 4.1.2 Programming (B202™-2009)	Architect completed in December 2016 concept study	
§ 4.1.3 Multiple preliminary designs	Architect completed in December 2016 concept study	
§ 4.1.4 Measured drawings	Not Provided	
§ 4.1.5 Existing facilities surveys	Not Provided	
§ 4.1.6 Site evaluation and planning (B203™-2007)	Not Provided	
§ 4.1.7 Building information modeling (E203™-2013)	Included in Basic Services	
§ 4.1.8 Civil engineering	Included in Basic Services	
§ 4.1.9 Landscape design	Included in Basic Services	
§ 4.1.10 Architectural interior design (B252™-2007)	Included in Basic Services	
§ 4.1.11 Value analysis (B204™-2007)	Architect as supplemental service	
§ 4.1.12 Detailed cost estimating	Owner	
§ 4.1.13 On-site project representation (B207™-2008)	Architect	
§ 4.1.14 Conformed construction documents	Architect	
§ 4.1.15 As-designed record drawings	Architect	
§ 4.1.16 As-constructed record drawings	Included in Basic Services	
§ 4.1.17 Post occupancy evaluation	Not Provided	
§ 4.1.18 Facility support services (B210™-2007)	Not Provided	
§ 4.1.19 Tenant-related services	Not Provided	
§ 4.1.20 Coordination of Owner’s consultants	Owner	

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Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.21 Telecommunications/data design	Owner	
§ 4.1.22 Security evaluation and planning (B206™-2007)	Owner	
§ 4.1.23 Commissioning (B211™-2007)	Owner	
§ 4.1.24 Extensive environmentally responsible design	Architect	
§ 4.1.25 LEED® certification (B214™-2012)	Architect	
§ 4.1.26 Historic preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, furnishings, and equipment design (B253™-2007)	Architect	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Defined by Architect as requested by Owner.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .10 Assistance to the Initial Decision Maker, if other than the Architect;
- .11 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .12 Services necessitated by the Owner's delay in engaging the Construction Manager; and
- .13 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Fifteen (15) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Thirty Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

§ 6.3.2 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any

other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect beyond those stoppages for approval of the bond election, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Four Hundred Twenty Thousand Dollars and Zero Cents (\$420,000.00)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly or at a mutually agreeable lump sum upon definition of the scope of work.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly or at a mutually agreeable lump sum upon definition of the scope of work.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as otherwise stated below:

Hourly or at a mutually agreeable lump sum.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	\$60,000	percent (	15	%)
Design Development Phase	\$110,000	percent (	26	%)
Construction Documents Phase	\$160,000	percent (	38	%)
Construction Phase	\$90,000	percent (	21	%)
Total Basic Compensation	\$420,000,00	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment or Control Estimate, as applicable, or (2) if the Guaranteed Maximum Price proposal or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
Principal	\$250/hr
Associate	\$145/hr
Project Manager	\$135/hr
Architect III	\$130/hr
Architect II	\$115/hr
Architect I	\$105/hr
Sr. Interior Designer	\$105/hr
Urban Planner	\$95/hr
Sr. Designer	\$95/hr
Designer	\$85/hr
Interior Designer	\$80/hr
Staff/Intern	\$70/hr

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;

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- .5 Postage, handling and delivery;
(Paragraphs deleted)
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred. Architect will prorate expenses when appropriate to the McCall Civic Campus Master Plan and other work in Idaho when appropriate

§ 11.8.3 If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

NA

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

NA

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty One (31) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

One % 1 per month

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

The architectural work on the project should be divided into three phases, with potential stop points between phases 1 and 2, and between phases 2 and 3.

PHASE 1- Execute the tasks described in the "Our Approach" document dated 25 February 2019 sufficient to produce a Schematic Design with presentation materials depicting the special layouts, building forms, interior volumes and general material descriptions of the new library. The Schematic Design should be in sufficient detail to allow for reasonably accurate pricing by Construction Manager.

PHASE 2- Continuing with the Methodology described in the "Our Approach" document dated 25 February 2019 sufficient to produce Design Development plans and specification sufficient to allow for Construction Manager to establish guaranteed maximum cost in preparation for a May 2020 bond election. Deduct Alternates approved by the

Owner will be provided by Architect as requested, so project cost could be adjusted without having to alter the scope or delay the execution of the project.

PHASE 3- With the passage of a bond in May of 2020, complete Construction Document within 90 days and follow through with Contract Administration beginning in Fall 2020 to allow for completion of the Project estimated to be Spring 2022.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B133™-2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:


N/A

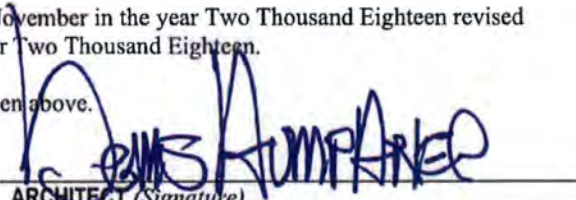
- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

1. Conceptual design study for an expanded McCall Public Library dated Seventh Day of December in the year Two Thousand Sixteen

2. "Our Approach" dated Nineteenth Day of November in the year Two Thousand Eighteen revised dated Twenty Fifth day of February in the year Two Thousand Eighteen.

This Agreement entered into as of the day and year first written above.


OWNER (Signature)
Jackie J Armon, Mayor
(Printed name and title)


ARCHITECT (Signature)
Dennis Humphries, AIA Principal
(Printed name and title)

Additions and Deletions Report for AIA® Document B133™ – 2014

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:31:39 ET on 04/01/2019.

PAGE 1

AGREEMENT made as of the First day of April in the year Two Thousand Nineteen

...

City of McCall Public Library
216 E. Park St.
McCall, ID 83638
208-634-5522

...

Humphries Poli Architects, P.C.
1655 Grant St.
Denver, CO 80203
303-607-0040

...

McCall Public Library, Design and Construction Administration of a new approximately 12,000 square foot, two story Library based on programming and conceptual design composed by Humphries Poli Architects in 2016. It is anticipated the new library will be located in the City of McCall's Civic Campus.

...

TBD
PAGE 2

Completed by Humphries Poli Architects dated December 2016.

...

A new two story library of approximately 12,000 SF Option "A" in the 2016 conceptual design study located in City of McCall, ID Civic Campus. Architect is concurrently retained by the city of McCall to create a Civic Campus Master Plan. Architect will incorporate changes to the library design as mutually agreed.

...

The anticipated project budget is \$5,840,000 per the 2016 conceptual design study excluding renovation of the existing Library into City Offices.

PAGE 3

Program verification Schematic Design and Design Development completed prior to November 2019 to facilitate preparation for a May 2020 municipal bond election.

...

The Construction Documents phase would not begin until directed by the Owner after the successful passage of the May 2020 municipal bond election and completed prior to November 2020

...

Summer 2022

...

TBD

...

AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

Limited to one bid/procurement package

...

N/A

...

Anette Spickard as City Manager, City of McCall,
216 E. Park St.
McCall, ID 83638
208-634-1003
aspickard@mccall.id.us

...

None
PAGE 4

Construction Manager has not been retained as of the date of this Agreement. Architect will assist the Owner in the selection of the Construction Manager. It is assumed Owner will retain the Construction Manager by 01 June 2019.

...

None

...

TBD

...

(TBD)

...

.5 Civil Engineer:

.6 Other Other consultants:

...

None Identified

...

Humphries Poli Architects, P.C.
1655 Grant St.
Denver, CO 80203
303-607-0040
Dennis Humphries, AIA
dhumphries@hparch.com
PAGE 5

TBD

...

.2 Mechanical and Plumbing Engineer:

TBD

...

.3 Electrical Engineer:

TBD

.4 Civil Engineer:

TBD

.5 Landscape Architect:

TBD

...

None identified at this time

...

"Our Approach" Document dated 25 February 2019 provided to Library

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. Architect and Owner will agree to adjust Architects fee accordingly in the event of substantial changes.

PAGE 6

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

...

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) per claim and Four Million Dollars and Zero Cents (\$ 4,000,000.00) in the aggregate.

PAGE 10

§ 3.6.2.1 The Architect shall visit ~~the site at intervals appropriate to the stage of construction, not to exceed one time per month,~~ or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

PAGE 12

§ 4.1.1 Assistance with selection of the Construction Manager	<u>Included in Basic Services</u>	
	<u>Architect completed in December 2016</u>	
§ 4.1.2 Programming (B202™-2009)	<u>Architect completed in December 2016</u>	
	<u>concept study</u>	
§ 4.1.3 Multiple preliminary designs	<u>Architect completed in December 2016</u>	
§ 4.1.4 Measured drawings	<u>Not Provided</u>	
§ 4.1.5 Existing facilities surveys	<u>Not Provided</u>	
§ 4.1.6 Site evaluation and planning (B203™-2007)	<u>Not Provided</u>	
	<u>Included in Basic Services</u>	
§ 4.1.7 Building information modeling (E203™-2013)	<u>Included in Basic Services</u>	
§ 4.1.8 Civil engineering	<u>Included in Basic Services</u>	

§ 4.1.9 Landscape design	Included in Basic Services	
§ 4.1.10 Architectural interior design (B252™-2007)	Included in Basic Services	
§ 4.1.11 Value analysis (B204™-2007)	Architect as supplemental service	
§ 4.1.12 Detailed cost estimating	Owner	
§ 4.1.13 On-site project representation (B207™-2008)	Architect	
§ 4.1.14 Conformed construction documents	Architect	
§ 4.1.15 As-designed record drawings	Architect	
§ 4.1.16 As-constructed record drawings	Included in Basic Services	
§ 4.1.17 Post occupancy evaluation	Not Provided	
§ 4.1.18 Facility support services (B210™-2007)	Not Provided	
§ 4.1.19 Tenant-related services	Not Provided	
§ 4.1.20 Coordination of Owner's consultants	Owner	
§ 4.1.21 Telecommunications/data design	Owner	
§ 4.1.22 Security evaluation and planning (B206™-2007)	Owner	
§ 4.1.23 Commissioning (B211™-2007)	Owner	
§ 4.1.24 Extensive environmentally responsible design	Architect	
§ 4.1.25 LEED® certification (B214™-2012)	Architect	
§ 4.1.26 Historic preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, furnishings, and equipment design (B253™-2007)	Architect	

PAGE 13

Defined by Architect as requested by Owner.

...

- ~~.6~~ ~~Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~
- ~~.7~~ Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- ~~.8~~ ~~.7~~ Preparation for, and attendance at, a public presentation, meeting or hearing;
- ~~.9~~ ~~.8~~ Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- ~~.10~~ ~~Evaluation of the qualifications of bidders or persons providing proposals;~~
- ~~.11~~ ~~.9~~ Consultation concerning replacement of Work resulting from fire or other cause during construction;
- ~~.12~~ ~~.10~~ Assistance to the Initial Decision Maker, if other than the Architect;
- ~~.13~~ ~~.11~~ Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- ~~.14~~ ~~.12~~ Services necessitated by the Owner's delay in engaging the Construction Manager; and
- ~~.15~~ ~~.13~~ Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

PAGE 14

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Fifteen (15) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Thirty Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 18

Arbitration pursuant to Section 8.3 of this Agreement

PAGE 19

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, Architect beyond those stoppages for approval of the bond election, the Architect may terminate this Agreement by giving not less than seven days' written notice.

PAGE 20

Four Hundred Twenty Thousand Dollars and Zero Cents (\$420,000.00)

...

Hourly or at a mutually agreeable lump sum upon definition of the scope of work.

...

Hourly or at a mutually agreeable lump sum upon definition of the scope of work.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as otherwise stated below:

Hourly or at a mutually agreeable lump sum.

PAGE 21

Schematic Design Phase	<u>\$60,000</u>	percent (	<u>15</u>)	(%)
Design Development Phase	<u>\$110,000</u>	percent (	<u>26</u>)	(%)
Construction Documents Phase	<u>\$160,000</u>	percent (	<u>38</u>)	(%)
Construction Phase	<u>\$90,000</u>	percent (	<u>21</u>)	(%)

...

Total Basic Compensation	<u>one hundred</u>	percent (	<u>100</u>)	(%)
	<u>\$420,000.00</u>				

...

<u>Principal</u>	<u>\$250/hr</u>
<u>Associate</u>	<u>\$145/hr</u>
<u>Project Manager</u>	<u>\$135/hr</u>
<u>Architect III</u>	<u>\$130/hr</u>
<u>Architect II</u>	<u>\$115/hr</u>
<u>Architect I</u>	<u>\$105/hr</u>
<u>Sr. Interior Designer</u>	<u>\$105/hr</u>
<u>Urban Planner</u>	<u>\$95/hr</u>
<u>Sr. Designer</u>	<u>\$95/hr</u>
<u>Designer</u>	<u>\$85/hr</u>
<u>Interior Designer</u>	<u>\$80/hr</u>
<u>Staff/Intern</u>	<u>\$70/hr</u>

PAGE 22

~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~

- ~~.8~~ Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- ~~.10~~ Site office expenses; and

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred. Architect will prorate expenses when appropriate to the McCall Civic Campus Master Plan and other work in Idaho when appropriate

...

NA

...

NA

...

§ 11.10.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty One (31) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

One % 1 per month

...

The architectural work on the project should be divided into three phases, with potential stop points between phases 1 and 2, and between phases 2 and 3.

PHASE 1- Execute the tasks described in the "Our Approach" document dated 25 February 2019 sufficient to produce a Schematic Design with presentation materials depicting the special layouts, building forms, interior volumes and general material descriptions of the new library. The Schematic Design should be in sufficient detail to allow for reasonably accurate pricing by Construction Manager.

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PAGE 23

N/A

...

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

1. Conceptual design study for an expanded McCall Public Library dated Seventh Day of December in the year Two Thousand Sixteen

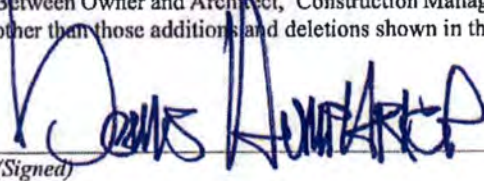
2. "Our Approach" dated Nineteenth Day of November in the year Two Thousand Eighteen revised dated Twenty Fifth day of February in the year Two Thousand Eighteen.

...

Dennis Humphries, AIA Principal

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:31:39 ET on 04/01/2019 under Order No. 5312692377 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)



19 November 2018/REVISED 25 February 2019

Our Approach

We are pleased to present our project approach for the continuation of the (re)Imagination of the City of McCall Public Library. It has been nearly two years since we completed our conceptual design and programming exercise with you. We are excited to hear the project has gained traction and the City and Library are poised to push the project forward. We are most ecstatic that you have requested we provide additional information and initial thoughts about our approach for consideration to be the Architect to collaborate with you on this important mission...the realization of this dream.

What we have provided with this document is a draft description of our approach including thoughts about the design fees for design services and duration of these services. We understand you are considering a ballot initiative in May 2020. Our proposal starts to address that concept of funding and how that might be best accomplished. Again, these are thoughts and not necessarily a final offer. Our past success have resulted from close collaboration with our clients in assembling the right team members and a schedule that meets your needs. We would propose a contractual relationship would be based upon a Standard Form of Agreement Between Owner and Architect as written by the American Institute of Architects. We would be amenable to other forms of agreements if those terms do not meet the needs of the City. We look forward to our discussions with you on 12 December 2018 to further clarify and answer questions you may need answered.

Project Initiation

There are a great number of characteristics in library design that are very important to the success of a new library facility. Experience has taught our team that two primary characteristics are most critical. The first is ensuring that the library responds to the specific needs of the community; the second is that it is flexible in its response to the functional requirements of the staff and programming as they might change over the years. Our process for public presentations and meetings enables responses to the major needs of the library community and the functional requirements of the staff.

The challenge of designing public libraries requires a unique combination of architectural knowledge, programmatic understanding, a consensus oriented design process, and an ability to be truly receptive to the subtle nuances of each community and site. Ideally a library should be designed to embrace the community's population as a whole, serving the needs of every age group and represented interest. Spaces should be designed specifically to accommodate the needs of young children and the elderly alike. Both should feel that their needs are catered to without a creating a feeling of compromise.

A library must also respond to the utilization needs of the population. If people rely heavily on the library as the place to use computers, access the internet and gain valued technological training then the library must accommodate that need. If the library is a place where school children and teenagers are encouraged to spend time there must be a designated space that is welcoming.





As a team, we are committed to a design process that establishes a relationship with the McCall community. Our public engagement process is designed to gather input from diverse groups to understand the specific needs of the community the library will serve. This type of participation greatly informs our designs and is something that we feel results in a strong sense of civic pride when the (re)IMAGINATION of the McCall Public Library is complete.

We will initiate the project with a startup meeting with project leadership immediately after being notified of our selection. This meeting will establish project relationships, budget, contacts, and most importantly the (re)IMAGINATION process goals. The HPA team and project leadership will identify all project stakeholders. An important component of this meeting will be a collaborative review and validation of the preliminary project schedule.

We intend to build project consensus through our aggressive engagement process consisting of design charrettes, presentations to representative library personnel and the community, information gathering sessions with working groups, communication of design alternatives and test solutions, and continual reiteration of the established project ambitions to the design team, the identified stakeholders, and the public.

Effective communication begins with understanding the Library's processes, best complemented by a well prepared team that develops thorough, well thought-out meetings. Our team has a proven process of working with library staff and building officials and developing a program analysis that allows the respective stakeholders to understand project goals and the established approach.

Team Integration

Important to the success of this project will be the HPA team's internal collaborative processes and the management of individual efforts within each of the project's tasks. Dennis Humphries would continue as the Design Lead and Library Architect for the project. Ben Nissley from HPA would serve as the Job Captain to support Dennis' role and function as primary project liaison between the consultant team responsible for ensuring the accurate relay and execution of project goals, objectives, schedule milestones, budget, and other considerations with their staffs throughout all phases of the project. The very high level of team familiarity we can bring to this commission will facilitate communication and execution in all phases. We intend to engage engineering consultants both with a specialization in library design and familiarity with the workings of the local community. At this point in time we have not identified specific consultants but will work with you in ensuring the team is appropriately assembled.

We also understand that you have determined to use the Construction Manager/General Contractor (CM/GC) approach to constructing the project. We would suggest that you engage this team member shortly after the initiation of the design phase in order they can offer the most thoughtful and responsive advice and counsel to the design team. We would welcome the opportunity to provide assistance in this procurement process.

Process

Visionary libraries are created by great leadership, great librarians, great architects and great project teams. But even more, great libraries are made by the people who use them. This includes both the external users (customers) and internal users (front line staff). Both categories of users are critical targets for the collaborative engagement process. The boldest, most





innovative staff members deserve a library that will allow them to test their new ideas for service. And the customers deserve something that allows them to experience greatness – in the collections, in the space, in their community, and above all in themselves. We understand the great value of straight forward, open, and honest dialogue with library staff, Library Board members, stakeholders and affected entities. Our approach begins by reaffirming the Library's goals, ambitions and expectations for the project and then assessing their needs and projecting the possibilities based on known constraints such as budget, schedule, building expansion possibilities and site restrictions. Our highly acclaimed portfolio of over 100 public library projects is a testament to the success of our innovative process.

We would propose the scope of work consist of the following five phases:

PHASE 1: Confirmation

Scope of Work: The Confirmation phase would consist of several information meetings with various groups to confirm the work previously completed Conceptual Design and Programming phases is still relevant and appropriate to the project. We will initiate the process with a kick-off meeting with the Library's project leadership team. This meeting will establish project relationships, budget, contacts, and client focused goals. The design team and McCall's leadership staff will identify all project stakeholders. An important component of this meeting will be a collaborative review and validation of preliminary programming, budget, schedule, and approach, which we will begin to conduct upon notice to proceed schedule will show individual tasks described in the scope of work for the project and identify key milestone dates to ensure we meet your schedule for funding.

Our schedule will include regular client and project management meetings so that established leadership representatives can fully anticipate their participation in the forecasted planning and design process. We intend to build project consensus through workshop design charrettes, presentations to representative Library and City staff and the community, information gathering sessions with working groups, communication of design alternatives and test solutions, and continual reiteration of the established project ambitions to the designers, the identified stakeholders, and the public.

Effective communication begins with understanding McCall's processes, best complemented by a well prepared team that develops thorough, well thought-out submittals. Our team has a proven process of working with planning staff and building officials and developing code and program analysis that allows the respective reviewers to understand project goals and the established approach.

We are also very aware that when planning the repurposing of an existing building it is imperative the design team have a thorough understanding of the condition of the building's systems prior to the commencement of the design process. We consider this assignment akin to completing our homework prior to starting the design process. The respective building systems to be addressed include landscape/civil engineering; structural systems including foundation and superstructure; architectural systems; mechanical systems including heating, ventilating, air conditioning and plumbing; and electrical systems including lighting, controls, power, security, and telecommunication systems.





Design Fees/Duration: We would propose a lump sum design fee of \$ 5,000 for this phase. We would estimate the timeframe to complete this phase to be 4 weeks.

PHASE 2: Create (Schematic Design)

Scope of Work: Design is where it begins. This is where the creative seed is sown, where the space is shaped, where the relationship of creative engagement in the library can begin. It is too important and too valuable an opportunity to be missed. HPA excels at leading a design process designed to inspire consensus from divergent interests. Our team will present to the staff and affiliated stakeholders the benefits and impacts of the proposed project. We will detail our recommendations regarding Library functions, the possibilities for combining like efforts to reduce redundancy, the pros and cons of centralization or decentralization of services and potential reorganizations of assets, resources, and staff. Our goal is to stimulate and inform the Library to push the boundaries of what your library will be in the future and reconfirm how will these past and new thoughts could be relevant for the McCall Public Library.

The Create phase will commence the Schematic design process that consists of an analysis of the previously completed Confirmation phase. During this phase we will refine the Conceptual Design as needed in order to comprehensively address the Library's and City's needs with respect to salient factors including:

- Projected needs compared to existing inventory, condition, and remaining life-span of systems in the existing facility;
- Proposed benefits to the community;
- The possibilities of co-location of staff focused facilities and plan efficiencies;
- Confirming funding sources and opportunities
- Alignment with the McCall Public Library architectural vernacular and true to the design intent;
- The overall required time frame for construction.

The Schematic Design phase would include the following minimum level of detail:

- Site Plan
- Floor Plans
- Interior Design Elements
- Building massing studies
- Outline Specification
- Cost Estimates

Meetings with the McCall Public Library Building Committee leadership team would be conducted to summarize the findings from the previous phase. An open house to the public, or "world café", would be conducted to share ideas that have been generated to date. The world cafe would be organized with stations located throughout the library illustrating ideas specific to a particular area of the library- i.e. Children's, Teens, Technology, Local History, etc. If requested we would conduct meetings with select focus group users. This would potentially include groups such as local businesses, educators, historians, writers, youth, community leadership, etc.

The Create phase would conclude with the selection of a preferred floor plan and building massing alternatives. This phase will be refined based on input from the project leadership and





affected stakeholders. The Schematic Design package will be presented for final approval to complete the task.

Design Fees/Duration: We would propose a lump sum design fee of \$ 55,000 for this phase. We would estimate the timeframe to complete this phase to be 8 weeks.

PHASE 3: Agreement (Design Development)

Scope of Work: The Agreement Phase or Design Development phase of the project will finalize the (re)imagination process of exploring the preferred design alternative within the established project framework. The preferred alternative from previously completed Schematic design would be developed into a McCall Public Library design that responds to all established criteria and created within an approximate project budget. The building's HVAC, plumbing, and electrical systems will be studied and final visioning recommendations advanced.

We also recommend that sustainable principles be incorporated into the project from the beginning, and every effort will be made to achieve an environmentally conscious building. Opportunities to increase efficiency and extend resources will be sought. Materials and finishes will be selected for their impact on occupants' health and wellbeing. Proposed operational procedures would be analyzed and documented as part of the design/review efforts. Scenarios will be developed to demonstrate procedures taking place within the facility to illustrate how they are affected by the design. A Schematic design plan and updated budget will be presented to the Library and identified stakeholders at the completion of this phase.

Through a workshop / charrette process, we will present the preferred visioning design in sufficient detail for leaders to make informed decisions about the project's overall direction. We will facilitate an effective discussion on the positive and negative attributes of each aspect of the design. A meeting with the McCall Public Library leadership team would be conducted to summarize the findings from the previous phases and to describe a preferred option. A public presentation would be conducted, if desired, in the evening to share the preferred option. This presentation would include diagrams of the organization of the library, perspective sketches, and models if appropriate. The primary goal of this phase is to gain consensus on a preferred option. Meetings with other civic groups would be conducted as identified to further gain consensus on a preferred option.

Proposed Fee/Phase Duration: We would propose a lump sum design fee of \$110,000 for this phase. We would estimate the timeframe to complete this phase to be 12 weeks.

PHASE 4: The Final (Construction Documents)

Scope of Work: Construction Document Preparation is next step in the design process. Our team will take great pride in this phase of the project to ensure that the project and the McCall Public Library leadership are thoroughly supported throughout the Construction Document phase. In addition to the preparation of the documents used for pricing, permitting and construction of the project by the CM/GC, we would prepare documents for the selection and coordination of the Furniture, Fixtures and Equipment (FFE).





Construction documents for your project will be prepared from approved documents from the previous phase. Our team uses a comprehensive checklist for document production that would be applied to the McCall Public Library project. Our document preparation process is intensive intended to make certain each requirement is included and design goals are carried through. Our document preparation process has typically enabled us to meet and occasionally exceed established project schedules.

Tasks include:

- Developing detail conditions.
- Selecting remaining building materials.
- Developing major engineering systems.
- Coordinating architectural and engineering systems.
- Preparing construction drawings and specifications (architectural, structural, mechanical, electrical).
- Preparing cost estimate and review budget at 50% completion with the CM/GC.
- Reviewing construction drawings and specifications at 30% and 60% completion.
- Coordinating and checking all documents.
- Preparing detailed cost estimates and review budget at 90% completion.
- Obtaining City of McCall Building Department approvals.
- Prepare procurement documents for the Furniture, Fixtures and Equipment (FFE).

Our team employs a number of methods to minimize conflicts in the final construction documents to reduce change orders. This includes a Quality Assurance process that includes detailed reviews that include an analysis of the documents for their ability to be constructed, maintained, and for accuracy. This review will be completed by a senior architect independent of the design team to the project. Our document preparation process is intended to make certain that each requirement is included in the documents and that all design goals have been carried through.

Our team has been using BIM (Building Information Modeling) technology since 2002. Our preferred platform is REVIT. We are leaders in the field in the implementation of this type of project documentation. Building digital models during the construction document phase will allow us to coordinate and monitor potential construction conflicts well in advance of them becoming conflicts. We will host the model and provide timely updates to all the consultant's on the team. We also provide the CM/GC access to the model, with some limitation, as opposed to their being required to create their own model. We have first-hand experience in knowing that sharing valuable information of this nature through the construction phase only simplifies the process at the end of the project. We also utilize electronic submission of all shop drawings to again ensure "we", the entire design and construction team, are using the same documentation and understand the issues.

Design Fees/Duration: We would propose a lump sum design fee of \$ 160,000 for this phase. We would estimate the timeframe to complete this phase to be 16 weeks.

PHASE 5: Realization (Contract Administration)

Scope of Work: We believe it imperative to be actively involved in the bidding and construction observation process. Being proactively involved in the bidding process will proactively resolve the potential for many issues during the construction phase. First and foremost, it is imperative this process begin with a complete and thorough preparation of construction documents.





All questions from potential sub-contractors will flow through the Construction Manager/General Contractor but will require timely clarification and potentially require the design team to make modifications to the Contract Documents that will be issued as Addenda. We will also believe it important that the design team assist in the prequalification process to ensure the potential subcontractors truly do have the expertise to perform their services on the project. Our involvement in the pricing process will also require the General Contractor's analysis of alternative and/or substitute materials and products. We will assist the Construction Manager/General Contractor in the conducting of the pre-bid conference and then follow up with assistance in the bid evaluation process. During the presentation of the Guaranteed Maximum Price (GMP), we will actively participate to ensure that the entire scope of work has been considered and included in the project's costs.

A hallmark of the services we provide is in-depth participation during the construction phase. We understand that our last impression had better be as good as our first impression. During construction, attention to detail, responsiveness and thoughtful solutions are paramount. Our team has an outstanding record of providing effective construction administration resulting in minimal change orders and target budget achievement. Although we are not a construction manager with continuous on-site representation, the quality of construction as an inherent responsibility.

Our success is based on being proactive through the assertion of enforceable rules, procedures and/or requirements by writing them into our specifications. Through this process, we describe our expectations for records, submittals, requests for information, and proposal requests. Even though the contractor is not working directly for us we have some power to ensure procedural compliance with established best practices. We also require the contractor to forecast potential problems during regular construction meetings. Issues in conflict with the construction documents are to be submitted in a written Request for Information (RFI). These requests are addressed by the team in detail and responses are documented and presented to the Owner for consideration if warranted. Internally, we require that our staff respond to every RFI within 24 hours. This helps maintain smooth and continual construction and reduces the likelihood of incurring additional project costs.

During construction, our main function is to see that construction proceeds according to the contract documents and to administer requisite approvals. We will be responsible for the coordination of all design team activities during the construction phase. Our team will have regular construction representatives who will visit the project at times appropriate to progress. To properly evaluate the work, the team representative will be accompanied by other design team professionals on a periodic basis as necessary. In connection with these visits, the construction representatives will maintain a log of job progress and will complete regular field reports. The construction representatives will also be responsible for all activities normally occurring during the CA phase:

- Review of shop drawings
- Review of samples
- Payment review
- Post-construction warranty review

The team maintains a strong sensitivity to the need to complete projects on time and within budget. Our background in the planning and design of many similar public facilities provides us with a keen awareness of the issues and challenges that arise during projects. We have





repeatedly proven that we are able to respond to these issues quickly and efficiently. A hallmark of the services we provide is in-depth participation during the construction phase. We understand that our last impression had better be as good as our first impression. During construction, attention to detail, responsiveness and thoughtful solutions are paramount. Our team has an outstanding record of providing effective construction administration resulting in minimal change orders and target budget achievement. Although we are not a construction manager with continuous on-site representation, the quality of construction as an inherent responsibility.

We imagine the need for weekly Owner/Architect/Contractor (OAC) meetings. It is typical that we would conference in for those meetings three times a month and then attend in person once a month. This is all dictated by the progress of the construction phase and the need to be physically present. Our consultant team of engineers would visit the site as necessary to review the progress on their respect components of the project. We have found this process to be extremely success in past library construction projects.

Design Fees/Duration: We would propose a lump sum design fee of \$ 90,000 for this phase. We would estimate the timeframe to complete this phase to be 52 weeks.

Special Design/Computer Modeling

Our team has recently started utilizing a state-of-the-art process of generating fully interactive, fully immersive virtual reality (VR) experiences which allows the Library to engage with their design from concept to completion. Our process pairs the advantages of the three dimensional digital models generated through our Building Information Modeling (BIM) process with the cutting edge tech of VR and enables clients to walk around their projects before they are built. We have found this process to be exceedingly beneficial in its ability to help clients rapidly and intuitively understand their spaces.

The VR process employs technology which includes industry leading high resolution head mounted displays, motion tracking sensors and real time video rendering software to create an experience which is highly detailed, interactive, and easy to use. We integrate this process into our practice in the form of design services and marketing products.

Our VR design services enable clients and architects to create a virtual prototype of the space as it is being designed, similar to traditional architectural study models. These models can be used to illustrate and iterate on many aspects of the design and enable a greater degree of precision in communication and design between stakeholders. VR prototypes are employed throughout the design process, and these true-to-scale digital mock-ups of the space and provide an intuitive touchstone for all parties to use for design confirmation purposes.

The VR experience enhances the design process by providing a level of detail matching and exceeding that of traditional architectural rendering techniques while providing unmatched immersion. These products can be offered to the City of McCall for use in fund raising and consensus building. The VR process simulates the function of constructing mock-ups at a fraction of the cost. The capabilities of virtual reality can be harnessed to drive interest in the project and leave a lasting impression. The process of creating the VR experience also yields





more traditional marketing offerings such as video, 360 degree panorama tours, and high resolution renderings for print.

Sustainable Design

Our team is fully committed to application of design and building techniques that promote reduced energy consumption and decreased environmental footprints for all buildings. We make it a point to recommend appropriate sustainable design solutions to our clients regardless of whether LEED Certification is a project goal. We see these solutions as more than just environmentally conscious. In almost every case, the sustainable design applications we propose enable our clients to realize immediate and long-term economic benefits.

Our staff has a significant number of USGBC LEED Accredited Professionals. Each project undertaken by this team includes a review of applicable sustainable design strategies at the outset of the design process. We then further evaluate the strategy with respect to immediate and long-term cost savings to the project.

We are fully committed to the pursuit of Green Design Principles for the McCall Public Library project. Every project undertaken by our team includes a review of the applicable design strategies at the outset of the design process and then further evaluates the appropriateness of the strategy with respect to immediate and long term cost savings to the Owner.

Because libraries consume large amounts of energy and resources, and because they affect the quality of lives in their communities we have found this building type to be highly appropriate to the incorporation of green building principles. Right now green architecture is considered a trend. We believe and practice it in a sense that green is going to be extraordinarily important and, quite frankly, necessary for all buildings to perform well in the future. The biggest misconception about green architecture is the assumption that it is more expensive. In many cases the tendency with green design is to add things, add a green roof, add solar panels, etc. But there are ways to reconsider and reconfigure the guts of a building without spending more than traditional construction costs.

The following tools and techniques represent a variety of sustainable design concepts we would typically include in a library project similar to Indian Creek:

- Sustainable Site Strategies
- Passive Solar Building Design
- Daylighting
- Energy Control Systems / Energy Modeling
- Under Floor Air Distribution System
- Recycled Materials
- Rapidly Renewable / Low Maintenance Building Materials
- Xeriscaping

Each project is unique and these solutions, though representative, are by no means the limitations of our abilities or interests in this critical area of design. Energy modeling of design alternates and review of cost/benefits on systems affecting energy use will ensure that this project is "cheap to keep".





Quality Assurance

Our quality assurance program is thorough, yet a simple method of maintaining the quality of the project. We request that all members of the team, including the Owners, interact collaboratively to ensure the project is truly representing their goals and aspirations.

Quality Control for every project begins with the Design Team, led by the Principal in Charge. Each team member is assigned areas of responsibility throughout the life of the project. The Project Manager, will regularly review our team's work and direct the efforts by various checklists. These checklists ensure that all potential design and technical issues are reviewed and resolved at the appropriate phase of a project. In addition, our Project Manager will conduct formal quality control reviews with each of the Owner's near the conclusion of each project phase to ensure their interests are being served. This review is an intense all day meeting that includes each of the engineering disciplines and will consider such detail as the location of door stops, light switches, thermostats, etc.....all the things that matter to you the Owner/Library staff.

Client approvals

We also believe that one of the most effective means to reduce change orders is through direct and timely communication. Working collaboratively together is a skill but also requires LABOR as indicated by the middle five letters of the word collaboratively. We are pro-active in addressing issues before they become problems, we seek out the expertise of others intimately involved in the project and we respect the opinions of those attempting to build the project. There is no architect that can produce a 100% perfect set of drawings, we will be the first to admit that, but we attempt to be 100% perfect in our communication of intent and our 100% commitment to solving a problem. In the past, when a problem has been completed and the design team has been responsible, we have stepped forward and reimbursed the injured party for their costs. This is obviously not our preferred solution, but if necessary, we will do what it takes to make it right.

Summary

Libraries are positioned to be the "Third Place"—the place beyond the home and work/school that acts as an anchor for community life and civic engagement. The design of the new McCall Public Library has this opportunity by creating spaces that engage members of the public with each other and with staff as collaborators in socializing, learning and discovering. When the current McCall Public Library was constructed, technology meant something very different. The typical library's mission was about acquiring, storing, cataloging and finding information. Through the 80s and 90s, the 'gee-whiz' factor of technology brought people into the building. The 90s and 00s emphasized access via technology. In the coming decades, the library's mission will not be about providing the .75 to 1.25 "computers" per 1,000 people, but about the seamless use of computers and, more importantly, transparent technology to research, create and share. The opportunity to fully integrate current and future technology in this new library can extend far beyond the implementation of telecom infrastructure. It can include new ways to interact with the collection,





provide civic connections to McCall's downtown and other amenities in the community, and most importantly explore the world and dream! Our team has the expertise and ability to make this a reality.

The following summarizes our estimated design fee and schedule for the project:

<i>Phase</i>	<i>Fee</i>	<i>Duration</i>	<i>Trips to McCall</i>
Phase 1 Confirmation	\$ 5,000	4 weeks	1 trip
Phase 2 Create	\$ 55,000	8 weeks	4 trips
Phase 3 Agreement	\$110,000	12 weeks*	3 trips
Phase 4 Final	\$160,000	12 weeks	3 trips
Phase 5 Realization	<u>\$ 90,000</u>	<u>52 weeks</u>	<u>15 trips</u>
Total	\$420,000	92 weeks	26 trips

*we would assume a pause at the completion of the Agreement phase for passage of a Ballot Initiative.

Please note the above information is based upon the design intent illustrated in the Conceptual Design and Programming Study prepared by Humphries Poli Architects dated December 2016 as Option "A". This document reflected a new two story library of approximately 12,000 sf with a project budget of approximately \$5,840,000. The renovation of the existing library facility totaling approximately 4,200 sf into City offices is not included in the scope of work. In addition to the fees above for professional services we would recommend a budget allocation of approximately \$25,000 be set aside for expenses associated with travel, etc.





AIA[®]

Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
McCall Public Library
216 E. Park St.
McCall, ID 83638

AGREEMENT INFORMATION:
Date: April 1, 2019

AMENDMENT INFORMATION:
Amendment Number: 001

Date: September 13, 2022

OWNER: *(name and address)*
City of McCall Public Library
216 E. Park St.
McCall, ID 83638

ARCHITECT: *(name and address)*
RATIO Architects, LLC
1655 Grant St.
Denver, CO 80203

The Owner and Architect amend the Agreement as follows:

Section 1.1.11 of the Agreement will be revised to change the Architect's Representation to:
RATIO Architects, LLC.
Kitty Yuen, AIA
kyuen@ratiodesign.com

Section 4.3.4 of the Agreement will be amended to reflect an additional thirty-two (32) months of duration of the contract, or December 1, 2024, for a total of sixty-eight (68) months from the date of the Agreement.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Mutually agreeable sum to be determined through proposals for Additional Services.

Schedule Adjustment:
An additional thirty-two (32) months will be added to the original thirty-six (36) month duration of the contract. The contract period will conclude on December 1, 2024.

SIGNATURES:

RATIO

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

Kitty Yuen Principal

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

9.15.2022

DATE

DATE

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 22-251
Meeting Date September 22, 2022

AGENDA ITEM INFORMATION

SUBJECT: <i>Approve Landscapes Unlimited, LLC Contract to Relevel Existing Tees and Build New Forward Tees On Birch 9</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	ESM	Originator
		COST IMPACT:	\$219,900.40	Parks and Recreation
FUNDING SOURCE:	Golf course operating facilities capital improvement budget	Airport		
		Library		
TIMELINE:	October 1	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

One of the Golf Course Master Plan priorities is to level existing tees and build new forward tees. Our plan is to work on 9 holes each fall and work our way through this project. The city requested formal bids per our procurement policy and only received the one bid from Landscapes Unlimited, LLC which was deemed responsive and within our budget. The company is working in the area on other golf courses and has the expertise and equipment to do this type of work. All other landscape construction companies that we talked to are already booked into 2023. The contract is under review by the city attorney and will be provided to Council prior to the meeting.

RECOMMENDED ACTION:

Approve the contract with Landscapes Unlimited, LLC in the amount of \$219,900.40 and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

4 AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT, is being made and entered into this ____ day of _____, 20__ and between The City of McCall (hereinafter, "OWNER") and Landscapes Unlimited, LLC, (hereinafter, "CONTRACTOR"):

NOW THEREFORE, the parties to this Contract, in consideration of the mutual covenants and stipulations set out, agree as follows:

ARTICLE 1 – CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the OWNER or City and the CONTRACTOR concerning the work to be performed are this Contract as defined by the following:

1. Bid Documents titled, GOLF COURSE BIRCH TEE RENOVATION
2. Standard General Conditions of the Construction Contract, 2020 ISPWC (Idaho Standards for Public Works Construction) Division 100 (not attached) (pages 1 to 72, inclusive).
3. Bidders Proposal of the CONTRACTOR, dated September 8, 2022, to be physically attached to this Contract.
4. The Construction Plans (70 sheets).
5. Agreement (Section 4).
6. General Conditions (Section 5).
7. Supplementary Conditions (Section 6).
8. Technical Specifications (Section 7).
9. Special Provisions (Section 8).
10. Geotechnical Engineering Evaluation (Section 9).
11. Performance and Payment Bonds and Insurance Certificates, to be physically attached to this Contract.
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice of Award.
 - b. Notice to Proceed.
 - c. Written Amendments.
 - d. Work Change Directives.
 - e. Change Orders.
 - f. Substantial Completion Certification.
 - g. Final Completion Certification.
13. WH-5 – Public Works Contract Report for Idaho State Tax Commission.
14. W9.

This Contract may only be amended by Change Order as provided in the General Conditions.

ARTICLE 2 – WORK

The CONTRACTOR shall complete the entire work as specified, indicated, and required under the Contract Documents. The Work is generally described as follows: GOLF COURSE BIRCH TEE RENOVATION

ARTICLE 3 – PROJECT MANAGER and PROJECT ENGINEER

- 3.01 The City of McCall Golf Course Superintendent (Project Manager), is to act as the OWNER’s representative and assume all duties and responsibilities, and have the rights and authority assigned to “OWNER” in the Contract Documents in connection with the completion of the “Work” in accordance with the Contract Documents and the General Conditions of the Idaho Standards for Public Works Construction (ISPWC).

- 3.02 The project has been designed by Druzisky Golf Course Design, and may be inspected by the Project Manager, which is to act as the OWNER’s representative, assume all duties and responsibilities, and have the rights and authority assigned to “Engineer” or “Project Engineer” in the Contract Documents in connection with the completion of the “Work” in accordance with the Contract Documents and the General Conditions of the Idaho Standards for Public Works Construction (ISPWC).

ARTICLE 4 – CONTRACT TIMES/LIMITATIONS

4.01 *Substantial Completion*

The CONTRACTOR shall begin work in conformance with the Contract Documents and shall complete the Work prior to the date of completion. The project site will be available to the CONTRACTOR for project implementation on or around October 1, 2022, or when weather conditions permit, and only after approval of the Project Manager. The Work to be performed pursuant to this Contract shall be substantially complete no later than May 5, 2023.

The project will be considered “Substantially Complete” when all trees are shaped, all irrigation adjustments are made, and all other necessary tasks are completed such that the tees are ready for sodding.

4.02 *Final Completion*

The Work shall be finally complete and ready for final payment, in accordance with Paragraph 14.07 of the ISPWC General Conditions, within ten (10) working days of the date of Substantial Completion Certification.

4.03 *Working Hours*

Work can be performed five (5) days a week (Monday through Friday) for a period of twelve (12) hours (7:00 am to 7:00 PM) per day. Adjustment of the Contract Time can be made in accordance with the provisions of the Contract Documents as directed by the Project Engineer, Project Manager, or the OWNER. Requests to perform work outside of these hours should be submitted to the Project Engineer for approval at least three (3) days in advance.

4.04 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraphs 4.01 and 4.02 above, plus any extensions thereof allowed in accordance with Article

11 of the ISPWC Section 100 General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$1,000.00 for each day that expires after the time specified in paragraph 4.01 for Substantial Completion until the Work is substantially complete and in paragraph 4.02 for Final Completion until the Work has been approved as complete by the Engineer.

ARTICLE 5 – CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents the amount of Two Hundred Twenty Four Thousand One Hundred and Fifty Dollars and 40/100 (**\$224,150.40**) in current funds equal to the sum of the amounts determined pursuant to the CONTRACTOR's Bid Proposal contained in Bid Form, Article 5, Section III.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by the Project Engineer as provided in the General Conditions. CONTRACTOR shall provide an example Application for Payment submittal to the Project Engineer at the start of the project for review and approval.

6.02 *Progress Payments; Retainage*

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.05.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as the Project Engineer may determine or OWNER may withhold, in accordance with paragraph 15.01 of the General Conditions:
 - a. 95% of Work completed (with the balance being retainage): and
 - b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - 2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95 percent of the Work completed, less such amounts as Project Manager or Engineer shall determine in accordance with Paragraph 15.01.C of the General Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by Project Manager or Project Engineer as provided in said paragraph 15.06, less any sum Owner is entitled to set off against the Project Manager or Project Engineer's recommendation, including but not limited to Liquidated Damages.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate of 5% per annum.

ARTICLE 8 – INDEPENDENT CONTRACTOR

The parties warrant by their signature that no employer-employee relationship is established between the CONTRACTOR and the OWNER by the terms of this Contract. It is understood by the parties hereto that the CONTRACTOR is an independent contractor and as such neither it nor its employees, agents, representatives, or subcontractors, if any, are employees of the OWNER for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 9 – SCOPE OF SERVICES

The CONTRACTOR shall perform all services required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for this project.

ARTICLE 10 – HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted the OWNER by the Contract Documents, the CONTRACTOR shall indemnify and save harmless the Engineer and the Owner, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the CONTRACTOR or his subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the CONTRACTOR or his subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

ARTICLE 11 – CONFLICT OF INTEREST

The CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Contract, CONTRACTOR shall immediately disclose such conflict to the Project Manager, Engineer, and the OWNER.

ARTICLE 12 – ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Contract and the exhibits hereto contain the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party are valid or binding unless contained herein. This Contract may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. The CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder other than as contemplated by the Contract Documents, without the prior written consent and express authorization of the OWNER.

ARTICLE 13 – ADHERENCE TO LAW REQUIRED

All applicable Local, State, and Federal statutes and regulations are hereby made a part of this Contract and shall be adhered to at all times. Violation of any of these statutes or regulations by the CONTRACTOR shall be deemed material and shall subject the CONTRACTOR to termination of this Contract for cause. No pleas of misunderstanding or ignorance on the part of the CONTRACTOR will in any way serve to modify the provisions of this requirement. The CONTRACTOR and his surety shall indemnify and save harmless the OWNER and the City of McCall and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by himself, his employees, or his subcontractors.

Anti-Boycott Against Israel Act (Idaho Code 67-2346). Within the meaning of the terms as defined in Idaho Code 67-2346, Contractor certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control.

ARTICLE 14 – LEGAL FEES

In the event either party incurs legal expenses to enforce the terms and conditions of this Contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

ARTICLE 15 – SPECIAL WARRANTY

The CONTRACTOR warrants that nothing of monetary value has been given, promised, or implied as remuneration or inducement to enter into this Contract. The CONTRACTOR further declares that no improper personal, political, or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Contract. Any such activity by the CONTRACTOR shall make this Contract null and void.

ARTICLE 16 – COMMUNICATIONS

Such communications as are required by this Contract shall be satisfied by mailing or by personal delivery to the parties at the following address:

Contractor: Landscapes Unlimited, LLC
1201 Aries Drive
Lincoln, NE 68512

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

IN WITNESS WHEREOF, said CONTRACTOR and the OWNER or City has caused this Contract to be executed on the day and year first above written.

Contractor:

Owner:

by: Roy Wilson

Robert S. Giles, Mayor

ATTEST:

BessieJo Wagner, City Clerk

Approved As To Form:

William F. Nichols, City Attorney

ACKNOWLEDGMENT

On this _____ day of _____, 2022, before me, a Notary Public of the State of Idaho, personally appeared _____, in his/her official capacity as _____, known to me to be the person described in the above document and acknowledged to me he/she executed the same.

SEAL

Notary Public residing at _____
My Commission expires _____

5 GENERAL CONDITIONS OF THE CONTRACT

In addition to the general conditions described in this section, this project shall comply with the Standard General Conditions of the Construction Contract, 2020 Idaho Standards for Public Works Construction, Division 100. In case of a discrepancy between ISPWC, the general conditions described in this document shall govern.

GC-1. GENERAL

1. All labor, materials, equipment, traffic control, and incidentals necessary for the completion of the Work, as herein described in these specifications and as shown on the plans, shall be furnished by the Contractor. All work performed under this contract shall be completed in strict accordance with this PROJECT MANUAL, the project PLANS, City of McCall Standard Specifications, and the Idaho Standards for Public Works Construction (ISPWC). The PROJECT MANUAL and the project PLANS have precedence over City and ISPWC standards where there is a difference.
2. Settlement or premature deterioration of asphalt and base materials that occurs within a year from the date of 'Substantially Complete' shall be repaired at the Contractor's expense.
3. Equipment must be operated in such a manner as to minimize the damage to the surface of the existing roadways, driveways, and landscaped areas. Track-type backhoes shall be equipped with approved street-use type tracks when necessary.
4. Construction items which are not explicitly covered in these written specifications but are required to make a functioning installation shall not be misconstrued by the Contractor as not being a part of the scope of the work covered by the Contract. Those items which are not specifically covered in these specifications, but are required by the plans, shall be constructed in accordance with the construction industry's highest standards.
5. 'LOCATES' shall be the responsibility of the Contractor.
6. Unless otherwise directed, the Contractor shall refer to and comply with the requirements of ISPWC, latest edition.
7. Traffic control for all work is the full responsibility of the Contractor and shall adhere strictly to the requirements of MUTCD, and as directed by the Project Manager or Project Engineer. The Contractor shall notify individual property owners at least 5 days in advance as to when their driveways will be disrupted for construction activities.
8. It is the intent and purpose of these specifications and plans to obtain good workmanship throughout with the completed work complying with said specifications and plans and in full working order upon completion. Work will not be accepted until this result is obtained.
9. All debris or rubbish generated by the Contractor's operations shall be deposited in the recycle soil and sod area on Birch 6 of the McCall Golf Course. Any property, public or private, damaged by the Contractor shall be repaired to its original condition at the expense of the Contractor.

10. Any damage to private property shall be repaired, replaced in kind, or the Owner compensated as required by the Project Documents.
11. Upon the satisfactory completion of all work embraced in the Contract and specifications, including the cleanup, together with full compliance with the requirements of the General Specifications, the Project Manager or Engineer will, within fifteen (15) days after such completion and compliance, issue a certificate of completion to the Owner with two (2) copies to the Contractor.

GC-2. COMPLIANCE

The Contractor shall observe and comply with all Federal, State, and Local laws, codes, ordinances, and regulations, including all licensing and permit requirements which, in any manner, apply to the work being performed under this contract. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of this requirement. The Contractor and his/her surety shall indemnify and save harmless the OWNER or City and its employees, agents, and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by himself/herself, his/her employees, or his/her subcontractors.

All work shall be completed in accordance with the specifications and plans established for this project.

GC-3. DEFINITIONS

TERM	DEFINITION
Attorney	The City Attorney of McCall, Idaho.
Bid/Proposal	The written document which is required to be signed by the bidder and which contains the formal statement of price or prices to be paid by the City of McCall for the performance required, and which consists of Section III of this project manual.
City	The City of McCall, Valley County, Idaho, a municipal corporation existing under and by virtue of the laws of the State of Idaho. Action herein designated as taken by the City is to be considered the acts of the Council acting through the Mayor and Clerk.
Clerk	The duly appointed City Clerk of the City of McCall, Idaho.
Contract Documents	These generally consist of the plans and project manual (specifications), agreement, performance bond, payment bond and proof of various types of insurance, including all modifications thereof incorporated in the documents before their execution. These are identified in the Contract.
Contractor	The person, persons, firm, partnership, corporation or other entity contracting to do the work under these specifications. The term also includes the Contractor's agents or employees.
Council	The duly elected Council of the City of McCall, Idaho.

Engineer	The Project Engineer and resident engineers and inspectors acting under his/her orders; their authority being limited to the particular duties to which they are assigned.
Owner	The individual/entity that has Ownership over the construction project and financial liability for implementation of the project. For this project, the Owner is The City of McCall.
Project Manager	The McCall Golf Course Superintendent, who has been assigned responsibility of project management of the "Project" by the City of McCall, and assumes the role of Project Engineer and representation of the Owner.
Subcontractor	The person, persons, firm, corporation, or other entity performing work under contract with the 'Contractor' but subject, in such performance, to all the requirements of the 'Contract Documents' insofar as they are pertinent.

GC-4. PLANS AND SPECIFICATIONS AND ADDITIONAL DRAWINGS

- A. The plans for this improvement and the specifications accompanying them shall be considered as a whole, and anything shown or called for in one and omitted in the other is as binding as if called for or shown by both. Figure dimensions shall be in all cases used in preference to scale dimensions. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words to applied having a well-known technical or trade meaning shall be held to refer to such recognized standards.
- B. The Contractor shall submit with such promptness as to cause no delay in his/her own work or in that of any other Contractor, copies of all shop drawings and schedules required for the work of various trades as required by the Project Manager or Engineer, and the Project Manager or Engineer shall review them with reasonable promptness, making desired corrections relating to effects on design. The Contractor shall make any corrections required by the Project Manager or Engineer, file with him/her such corrected copies as the Project Manager or Engineer shall direct and furnish such other copies as may be needed. The Project Manager or Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviation from drawings or specifications, unless he/she has in writing called the Project Manager or Engineer's attention to such deviation at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules.
- C. The Contractor shall keep one copy of all project drawings and specifications on site and in good order, available to the Project Manager or Engineer, and their representatives.

GC-5. CONSTRUCTION REQUIREMENTS

- A. Excavation, including disposal, shall be in accordance with the latest edition of the Idaho Standards for Public Works Construction (ISPWC) and the standards of the of City of McCall.

- B. Three (3) days prior to construction, the Contractor shall contact Dig-Line (800-342-1585) to locate all existing utilities.
- C. Mobilization shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for the work on the project; for premiums on bond and insurance for the project; for all other work and operations which must be performed or costs incurred before beginning production work on the various contract items.

GC-6. INSPECTION

Work performed under this contract may be inspected at various stages of progress. These inspections include, but shall not be limited to the following:

- a. During the installation of storm water facilities.
- b. During the installation of concrete improvements.
- c. Prior to and during the placement of roadway section aggregates.
- d. Prior to and during the placement of all plant mix asphalt pavement.
- e. At the completion of the job, after all cleanup, backfilling, site stabilization, and all other work is done, and job is ready for final acceptance.

It shall be the responsibility of the Contractor to notify the Project Engineer when the various phases of the project are ready for inspection.

Request for inspection may be verbal but shall be given in sufficient time to allow the Project Engineer to arrange to be present as required. Failure to notify the Project Engineer of the inspections shall be sufficient ground to reject the uninspected work and cause for its immediate removal.

All discrepancies indicated by the inspector shall be corrected by the Contractor and re-inspected before the next phase of operation is started. No claim shall be made for delays caused by correction of work found unacceptable to the inspector.

GC-7. CONSTRUCTION WARRANTY

The Contractor's standard warranty and guarantee period, as described in Division 100 of the ISPWC General Conditions, shall be for 1 year. The warranty period shall commence on the date of final project acceptance by the Owner.

GC-8. ALTERATION OR MODIFICATION OF CONTRACT DOCUMENTS

No alteration or modification of the terms and conditions of the Contract Documents, except by written Change Order as provided herein, will be binding unless outlined in detail in a separate written Addendum, and then only when properly signed and attested by the Contractor, the OWNER, and the Project Manager or Project Engineer.

GC-9. INVESTIGATION BY BIDDERS

The instructions to bidders cover the general scope of this investigation under the article entitled "Examination of the Plans, Specifications and Site". Bidders are specifically instructed to faithfully examine

and investigate all bid prices submitted on their proposals. No bidder may, without the consent of the Owner or the City, withdraw his/her proposal or claim damages or extra compensation by reason of any error or omission made by said bidder in preparing his/her proposal.

GC-10. INTERPRETATION OF THE SPECIFICATIONS

- A. In the event the specifications and plans are deficient or not clearly expressed, the parties submitting proposals hereunder must apply to the Project Manager or Engineer for the required information or explanation.
- B. The request for such explanation or interpretation shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Such interpretation or explanation will be given by the Project Manager or Engineer in writing as an Addendum, no more than three days after receiving the request, and a copy will be filed in the office of the City Clerk. The Owner or the City will not be responsible for any other explanation or interpretation of the plans and specifications. After submission of bids, no bidder shall claim any misunderstanding in or to the nature of the amount of work to be performed or attempt to hold the Owner or the City or any person responsible for any error or omission that may have been made by the bidder.

GC-11. CONTRACTS

A. Contract Form

- 1. A copy of the construction contract form is included in these documents.

B. Execution of Contract

- 1. Within fourteen (14) days after receiving properly prepared Contract Documents from the OWNER, the successful bidder shall sign and return the contract to the OWNER. Work shall be started upon written notice to proceed from the Project Manager or Engineer.
- 2. The Contractor agrees that he/she is as fully responsible to the OWNER and the City for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him, and that the Contractor shall hold the OWNER and the City harmless for any activities of such subcontractors and shall indemnify and defend the OWNER and the City from damages and claims of whatever nature relating or resulting to the activities of such subcontractors.

C. Subcontracts

- 1. Subcontractors, Equipment and Material: The successful bidder, in addition to listing the names and addresses of subcontractors in his/her bid, shall, within seven (7) days after award of the contract, notify the Project Manager or Engineer in writing of the names of all major equipment and material suppliers proposed for the principal parts of the work, and for such others as the Project Manager or Engineer may direct, and shall not employ any subcontractors, (or purchase any equipment), to which the Project Manager, Project Engineer, OWNER, or the City may within a reasonable time object to as incompetent or undesirable.

2. Relations of Contractor and Subcontractor: The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the construction contract, the information to bidders, the general conditions, the plans, and the specifications as far as applicable to his/her work, including the following provisions of this article, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the OWNER through its Project Manager or Project Engineer. Nothing in this section shall create any obligation on the part of the OWNER to pay to or to see to the payment of any sums to any subcontractor.

a. The Subcontractor shall agree:

- (1) To be bound to the Contractor by the terms of the Contract Documents, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the Owner. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the OWNER.
- (2) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment. The Project Manager or Engineer shall, on request, furnish to any subcontractor, wherever practical, evidence of the amounts certified on his/her account.
- (3) To make all claims for extras, for extension of time and for damages for delays or otherwise, to the Contractor in the manner provided in the General Conditions for like claims by the Contractor upon the Owner, except that the time for making claims for extra cost is one week from the date such claim arises.

b. The Contractor agrees:

- (1) To be bound to the subcontractor by all the obligations that the OWNER or City assumes to the Contractor under the Contract Documents.
- (2) To pay the subcontractor for conforming work, upon the payment of certificates, if issued under the terms of payments for the work, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.
- (3) To pay the subcontractor for conforming work, upon the payment of certificates, so that at all times his/her total payments shall be as large in proportion to the value of the work done by him as the total amount certified to the Contractor is to the value of the work done by him.
- (4) To pay the subcontractor for conforming work to such extent as may be provided by the Contract Documents or the subcontract if either of these provides for earlier or larger payments than the above.

- (5) To pay the subcontractor for conforming work on demand on his/her work or materials as far as executed and fixed in place, less retained percentage, at the time the certificate should be issued, even though the Project Manager or Project Engineer fails to issue it for any cause not the fault of the subcontractor.
- (6) To make no demands for Liquidated Damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.
- (7) That no claim for services rendered or material furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
- (8) To give the subcontractor an opportunity to be present and to submit evidence in any hearing involving his/her rights.
- (9) To pay each subcontractor for satisfactory performance of its contract no later than 20 calendar days from receipt of each payment the Contractor receives from the OWNER or City. The Contractor shall return retainage to each Subcontractor within 20 calendar days after the Subcontractor's work is satisfactorily completed.
- (10) To certify with each estimate payment to subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by the OWNER or City and returned within 20 calendar days of receiving the estimate payment.

D. OWNER or City's Right to Terminate Contract - If the Contractor:

1. Fails to begin work under the contract within the time specified in the "Notice to Proceed"; or
2. Fails to supply sufficiently skilled personnel or suitable materials or equipment to complete the work within the time limits specified; or
3. Performs the work unsuitably or neglects or refuses to remove materials or to re-perform such work which is not in accordance with the plans and specifications; or
4. Discontinues the prosecution of the work for more than ten (10) days; or
5. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
6. Fails to make prompt payments to subcontractors or for labor, materials, or equipment; or
7. Disregards laws, ordinances, or the instruction of the Project Manager or Project Engineer; or
8. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
9. Makes an assignment for the benefit of creditors; or
10. Is guilty of a substantial violation of any provisions of the Contract; in any such event(s), the OWNER or City, upon recommendation of the Project Manager or Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, give notice to the Contractor and his/her surety of such

delay, neglect, or default. If the Contractor or his/her surety, within a period of ten (10) days after such notice, does not proceed in accordance therewith, then the OWNER or City shall have full power and authority, without violating the contract, to take the prosecution of the work from the Contractor. The OWNER or City may appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as may be required for the completion of the Contract in an acceptable manner.

Costs and charges incurred by the OWNER or City, together with the cost of completing the work under the Contract, will be deducted from any moneys due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor and its surety shall be liable and shall pay to the OWNER or City the amount of such excess.

- E. Contractor's Right to Stop Work or Terminate Contract: If the work should be stopped pursuant to lawful order of a court of competent jurisdiction, or pursuant to lawful order of other public authority having jurisdiction, for a period of three months, through no act or fault of the Contractor or of anyone employed by him, or if the Project Manager or Project Engineer should fail to issue any certificate for payment within thirty (30) days after it is due, or if the OWNER or City should fail to pay to the Contractor within thirty (30) days of its maturity and presentation, any sum certified by the Project Manager or Project Engineer or awarded by the court, then the Contractor may, upon twenty-two (22) days' notice to the OWNER or City and Engineer, stop work or terminate this contract or recover from the OWNER or City payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.
- F. Assignment: The Contractor shall not assign this Contract or sublet or subcontract any portion of it without the prior written consent of the OWNER or City nor shall the Contractor assign any moneys due or to become due to him hereunder, without the prior written consent of the OWNER or City. Any such assignment or sublet without such prior written consent shall be null and void and shall be a ground for termination for cause of this contract by the OWNER or City.

GC-12. AUTHORITY OF THE ENGINEER AND SUSPENSION OF WORK

If the performance of all or any portion of the work is suspended or delayed by the Engineer or Project Manager for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Project Manager or Engineer in writing a request for adjustment within seven calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Project Manager or Engineer will evaluate the Contractor's request. If the Project Manager or Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Project Manager or Project Engineer will make adjustment as provided (excluding profit) and modify the Contract in writing accordingly. The Project Manager or Project Engineer will notify the Contractor of the determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.

GC-13. CHANGES AND EXTRA WORK

The Project Manager or Project Engineer reserve the right to make, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the Contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Project Manager or Project Engineer may determine to be fair and equitable.

If the alteration or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.

The term “significant changes” shall be construed to apply only to the following circumstances:

- A. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- B. When a major item of work, as defined elsewhere in the Contract, is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original Contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

GC-14. DIFFERING SITE CONDITIONS

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Project Manager or Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Project Manager or Engineer will notify the Contractor of the determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

GC-15. MEASUREMENT AND PAYMENTS

- A. The PAYMENT for all work described by the Plans and Specifications to construct this project shall be the unit price and lump sum amounts given in the Contractor's proposal / Bid Schedule, which price and payment includes all labor, materials, equipment, bonds, warranties, taxes, insurances, mobilization, cleanup, traffic control, permits, tests, shop drawings, submittal, freight, and incidental costs necessary to construct the improvements shown on the Plans and described in the Specifications and Contract Documents.

Individual pay items and units of measurement are set forth in the Bid Schedule and Technical Specifications.

- B. The Contractor shall file monthly requests for payment with the Project Manager or Project Engineer for each month, respectively. Payments will be made by the "OWNER" for all work verified by the Project Manager or Project Engineer and approved by the OWNER and City Council via the Finance Department's warrant register.
- C. The OWNER or City may, but is not obligated to, withhold any payments to the Contractor, in addition to retained percentage, in such an amount or amounts as may be necessary to cover:
1. Payments that may be earned or due for just claims or labor or materials furnished in and about the work;
 2. Defective and/or condemned and/or non-conforming work or materials not remedied;
 3. Failure of the Contractor to make proper payments to a subcontractor;
 4. Reasonable doubt that this Contract can be completed for the balance then unpaid;
 5. Damages to another Contractor where there is evidence thereof;
 6. Payments that cover all taxes, excises, and license fees due to the State and its taxing entities whether or not these monies are yet due and payable.

The OWNER or City shall have the right, but not the obligation, to disburse and shall have the right to act as agent for the Contractor for the limited purpose of disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. In the event the OWNER or City elects to disburse such funds, the OWNER or City shall render to the Contractor a proper accounting of all such funds disbursed on behalf of the Contractor. Nothing herein shall create in such party or parties entitled to payment a cause of action against the OWNER or City for failure to exercise its rights pursuant to this section. Contractor further agrees that no cause of action shall accrue on behalf of the Contractor as a result of the OWNER or City's exercise of such right to disperse.

These requirements shall also apply to first or lower tier subcontractors.

GC-16. ABANDONMENT OF WORK

If the Contractor abandons the work for a period of fourteen (14) days for any cause other than failure of the OWNER to make monthly payments or refuses to comply with the provisions of the plans and specifications, the OWNER shall have the right to notify the Contractor's surety and require said surety to complete the work in accordance with the aforesaid plans and specifications. In the event no liens or claims have been filed and the OWNER fails to make progress payments, the Contractor may then, at his/her option, cease operations until payments are resumed by notifying the OWNER of his/her intention to cease operations for this cause. Should the Contractor abandon the work, fail or refuse to complete the work embraced in this Contract, or fail to pay just claims for labor and materials, the OWNER reserves the right to charge against the Contractor, and Contractor agrees to pay, all legal, engineering, or other costs caused by such abandonment, failure or refusal. The Contractor agrees that such legal costs shall

also include the OWNER's costs of defending any suits in connection with such abandonment, failure or refusal and nonpayment of claims wherein the OWNER is made a co-defendant.

GC-17. AUTHORITY OF PROJECT MANAGER AND ENGINEER

- A.** The Project Manager or Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; questions which may arise as to the interpretation of the plans and specifications; and questions as to the satisfactory and acceptable fulfillment of the terms of the Contract.
- B.** The Project Manager or Engineer, including his/her employees and agents shall, at all times, have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. Inspections by the Project Manager or Engineer shall be promptly made. If any work should be covered up without approval or consent of the Project Manager or Engineer, it shall be uncovered, if required by the Project Manager or Engineer, for examination. The costs associated with the uncovering of such non-approved work shall be the responsibility of Contractor and shall not be charged to the OWNER or City.
- C.** Reexamination of questioned work may be ordered by the Project Manager or Engineer, and if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the plans and specifications, the OWNER or City shall pay the cost of the reexamination and replacement. If such work is found not in accordance with the plans and specifications, the Contractor shall pay such costs.

GC-18. PERFORMANCE AND PAYMENT BONDS

The Contractor shall execute a separate performance bond and payment bond, each in penal amounts at least equal to 100% of the of the full Contract price, such bonds to be executed by a corporate bonding company (surety) licensed to do business in the State of Idaho and which is acceptable to the OWNER or City. Such corporate bonding company (surety) shall be required to be named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The premiums of such bonds shall be paid by Contractor. The performance bond shall be conditioned upon the Contractor's faithful performance of all the covenants and agreements on the part of the Contractor to be kept and performed at the times and in the manner set forth in the agreement, including the repair or replacement where required, or the cost of repair or replacement, of all work performed under the terms of this agreement. The payment bond shall be conditioned upon the payment to all persons, including subcontractors, who have, and fulfill, contracts for performing labor and furnishing materials in the prosecution of the work provided for in such contract, provided that every such payment bond shall be construed, regardless of its language, as incorporating within its provisions the obligation to pay those persons who furnish labor or materials as stated in the Contract Documents.

Such bonds shall remain in full force and effect during the term of this agreement and during the terms of any warranty required by the specifications and shall be held in the custody of the OWNER or City. The current power of attorney for the persons who sign for the surety company shall be attached to the bond. The power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature shall not be acceptable to the OWNER or City.

If, at any time, a surety on any such bond is declared as bankrupt or loses its right to do business in the state of Idaho or is removed from the list of surety companies accepted on Federal bonds, the Contractor

shall, within ten (10) days after notice from the OWNER or City to do so, substitute an acceptable bond (or bonds) in such form and sum signed by such other surety or sureties as may be satisfactory to the OWNER or City. The expense of such replacement bonds shall be borne by the Contractor. No further payments by the OWNER or City pursuant to this contract shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the OWNER or City.

GC-19. INSURANCE/CITY TO BE NAMED AS ADDITIONAL INSURED

The Contractor shall not commence work until he/she has obtained all insurance required under this section or until he/she has satisfied the OWNER or City in this respect; nor shall he/she allow any subcontractor to commence work until such subcontractor has also obtained such required insurance applicable to such subcontractor's work. The Contractor shall maintain such required insurance coverage throughout the term of this contract as will hold the OWNER or City harmless and shall indemnify the OWNER or City for any losses arising out of the Contractor's operations, including any contingent liability arising there from. The cost of such insurance shall be borne by the Contractor. The Contractor shall furnish copies of all insurance policies and/or certificates of insurance to the OWNER or City at the time of execution of this agreement. Each policy shall include a provision to the effect that it shall not be subject to cancellation, or reduction in the amounts of its liabilities, or any other material change, until notice has been given in writing to the OWNER or City and the Engineer not less than fifteen (15) days prior to such action. Contractor shall further cause the OWNER or City to be named as an additional insured on all applicable insurance policies.

- A. The Contractor shall take out and maintain during the term of this Contract, statutory worker's compensation insurance for all employees who will work on this project, and if any work is subcontracted, the Contractor shall require the subcontractor similarly to provide such insurance for all of the latter's employees unless they are included under the protection afforded by the Contractor.
- B. The Contractor shall take out and maintain during the term of this Contract comprehensive public and general liability insurance in accordance with the Project Specifications and Division 100 – General Conditions of the ISPWC.
- C. The Contractor shall take out and maintain during the term of this Contract builders risk insurance which shall be written in completed value form, shall protect the Contractor and the OWNER or City against 'all-risks' of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, or completing the project. This insurance shall be written with limits not less than the insurable value of the project at completion. This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the project is completed, but prior to final payment.
- D. Contractor's Responsibility for Materials. The Contractor shall be responsible for all materials and work performed until final acceptance by the OWNER or the City.
- E. Contractor shall require all subcontractors to maintain the above referenced insurance requirements and shall verify that such requirements have been met by requiring all subcontractors to provide certification, therefore.

GC-20. PATENT ROYALTIES AND PROCESS FEES

The Contractor shall furnish the OWNER or City a license or licenses for the use of any process or processes in connection with this project. The Contractor shall include in the unit price bid any patent royalties or license fees for equipment installed or construction methods used.

GC-21. CONTRACTOR RESPONSIBLE FOR WORK

The Contractor shall be responsible for all work until its acceptance by the Owner.

GC-22. USE OF COMPLETED PORTION

The OWNER or City reserves the right to use and occupy any portion of the improvement which has been completed sufficiently to permit use and/or occupancy, and such use and/or occupancy shall not be construed as an acceptance of the work as a whole or any part thereof. Any claims which the OWNER or City may have against the Contractor shall not be deemed to have been waived by such use and/or occupancy.

GC-23. SIGNATURES

A proposal made by a corporation shall be signed and sealed by the legally authorized officers of said corporation. If awarded the Contract, the Contract shall also be executed by proper authorized officers and be affixed with the corporate seal. If a proposal or contract is signed by an agent, such agent shall furnish satisfactory written evidence of the agent's authority to sign as the legal representative of the bidder. An authorized partner of a co-partnership may sign the Contract subject to the approval of the Attorney, who may, at his/her discretion, require each and every member of the co-partnership to sign the Contract.

GC-24. ORDERS TO BEGIN WORK

The successful bidder shall not begin work until after the Contract has been executed and the surety bond and insurance has been approved by the Attorney. The order for the Contractor to begin work shall be issued by the Project Manager or Engineer by a written "Notice to Proceed".

GC-25. ORDER OF WORK

- A. The Contract period and time of completion will be as set forth Article 4 of the Agreement.
- B. The specific details of the order of work will be worked out in conjunction with the Project Manager or Engineer before construction begins. Before the successful bidder is authorized to begin work, he/she shall attend a pre-construction conference with the Project Manager or Engineer. At this time the successful bidder shall present a written schedule, for the entire project, specifying the beginning and completion dates for each phase of work. Once approved by the Project Manager or Engineer, this schedule shall be adhered to by the Contractor, and he/she shall employ the necessary work force and equipment to maintain such schedule. Contractor further agrees that the approval by the Project Manager or Engineer of such schedule shall not create any liability for the Project Manager or Engineer or the OWNER or City for Contractor's means, methods, sequences, techniques, or site safety.

GC-26. EFFICIENCY OF OPERATION/LICENSING

The work embraced in this project shall be started at the earliest possible date after signing the Contract, and shall be prosecuted regularly and without interruption thereafter, unless otherwise directed by the Project Manager or Engineer. The Contractor shall furnish work force and equipment sufficient to accomplish full completion of the work within the time specified in the proposal and Contract. The Contractor shall at all times employ efficient and experienced workers. Contractor shall also require and verify that all workers and subcontractors are licensed in accordance with law and/or regulation.

GC-27. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall exercise particular care in protecting surrounding buildings, trees, and property from injury during the demolition and construction operation, and shall be responsible for their protection and shall repair or compensate the Owner thereof for any damage which may result from such demolition and construction operations. The expense of such compensation or repair shall be borne by Contractor and shall not be the responsibility of the OWNER or City.
- B. The Contractor shall exercise particular care in protecting trees, located on private or public property, from injury during the demolition and construction operations. If the Contractor's duties under this agreement shall cause any damage, mutilation, or destruction whatsoever, of any public tree, due to Contractor's need to remove, top, excavate, fill, or compact the roots of such public tree, or by the placement or storage of any materials which are hazardous to trees, near such public tree, the Contractor shall:
 - 1. Inform the City Arborist of such need
 - 2. Plot the location of such tree on the site plan which is the subject of this agreement; and
 - 3. Comply with all permit requirements as set forth in Ordinance 853, __8-17-09 City Code §5-8-1 et seq.
- C. Any utilities damaged by the Contractor shall be repaired by the Contractor and the Contractor shall be responsible to maintain temporary service until such damage is repaired. The expense of such repair and/or temporary service shall be borne by Contractor and shall not be the responsibility of the OWNER or City.
- D. The Contractor shall provide and maintain temporary paths, warning lights, barricades and other preventive means to safeguard pedestrian and vehicular traffic around the construction in accordance with GC-29 and GC-30, the Project Documents, and as deemed necessary by the Project Manager or Engineer and at no expense to the OWNER or City.
- E. During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access by all property Owners to their property. No person shall be cut off from access to his/her residence or place of business unless the Contractor has made a special arrangement with the affected persons.
- F. Construction operations and parking of vehicles shall be confined to areas determined by the Contractor and approved by the Owner. Contractor shall consult the proper traffic regulatory authorities regarding the routing of trucks and other vehicles and shall follow the direction of such authorities.

GC-28. RESPONSIBILITY FOR SAFETY

The Contractor shall be responsible for the safety of his/her work, equipment, and materials until the finished project is accepted by the OWNER or City.

GC-29. GUARDS AND BARRICADES

The Contractor shall erect and maintain such barricades, detour signs and warning lights as will effectively mark any hazards or detours and the Contractor shall be liable for any damage occasioned by his/her acts or negligence, or the acts or negligence of his/her employees, agents or subcontractors, and shall indemnify the OWNER or City and the Engineer against loss and/or liability for any such damage, acts or negligence. Traffic signs shall be in accordance with the standards presented in the most current edition of the "Manual on Uniform Traffic Control Devices" and as specified in the Plans and Specifications.

GC-30. EXISTING TRAFFIC SIGNS AND FACILITIES

Existing traffic and street name signs which will interfere with construction shall be removed by the Contractor and stored in a safe place. These signs shall not be removed until the Contractor has obtained the consent of the traffic regulatory authorities having jurisdiction and until the necessary measures have been taken to safeguard traffic after the signs have been removed. Preservation and maintenance of the signs shall be the sole responsibility of the Contractor. As soon as sign location no longer interferes with work, the Contractor shall reset all such signs at locations indicated by the traffic regulatory authorities having jurisdiction, in cooperation with the Project Manager or Engineer. All costs incurred in work outlined above shall be considered as incidental to the construction Contract and shall be borne by Contractor.

GC-31. MAINTAINING POSTAL SERVICE

Postal service shall be maintained in accordance with instructions of the U.S. Postal Service. All costs incurred in work outlined above shall be considered as incidental to the construction contract and shall be borne by Contractor.

GC-32. EMERGENCY WORK

The Contractor will not be allowed added compensation for any emergency work performed on weekends or legal holidays unless such work is ordered in writing by the Project Manager or Engineer.

GC-33. SUPERVISION OF WORK

- A. During the progress of the work, the Contractor shall employ a competent superintendent and any necessary assistants at the job site. The superintendent shall not be changed except with the approval of the Project Manager or Engineer (or upon the order of the Project Manager or Engineer should the superintendent be or become unsatisfactory to the Project Manager or Engineer) unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The superintendent shall represent the Contractor in the Contractor's absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be so confirmed on written request in each case.
- B. The Contractor shall give efficient supervision to the work, using his/her best skill and attention. He/she shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Engineer any error, inconsistency or omission

which he/she may discover, but he/she shall not be held responsible for their existence or discovery.

GC-34. CORRECTION AND COMPLETION OF WORK

A. Correction of Work before Final Payment:

1. The Contractor shall promptly remove from the premises all materials condemned by the Project Manager or Engineer as failing to conform to the Contract, whether incorporated in the work or not, and shall re-execute any work condemned by the Project Manager or Engineer as failing to conform to the Contract, and the Contractor shall promptly replace such non-conforming materials and re-execute such non-conforming work in accordance with the Contract, such costs of replacement and re-execution to be borne by Contractor at no additional expense to the Owner or the City.
2. If the Contractor does not re-execute such non-conforming work and/or remove and replace such non-conforming materials within a reasonable time, fixed by written notice of the Project Manager or Engineer, then and in that event the OWNER or City may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days' time thereafter, the OWNER or City may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account to Contractor for the net proceeds thereof, after deducting all the costs and expenses of such removal, storage, sale, and repair. Nothing contained herein shall relieve the Contractor from his/her responsibility to perform the work in accordance with the Contract Documents, nor to reduce the liability of the Contractor to replace such non-conforming materials or re-execute such non-conforming work.

B. Correction of Work after Final Payment: Neither the final certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty and/or non-conforming materials or workmanship and unless otherwise specified, he/she shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance and as specified in GC-7. The OWNER or City shall give notice of observed defects with reasonable promptness.

C. Deductions for Uncorrected Work: If the Project Manager or Engineer and the OWNER or City deem it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price shall be made, therefore.

GC-35. SUBSTITUTES CLAUSE

In order to establish a basis of quality, certain processes, types of machinery and equipment, or kinds of material, may be specified on the plans or herein, by designating a manufacturer by name and referring to his/her brand or product designation. It is not the intent of these specifications to exclude other processes, equipment or materials or a type and quality equal to those designated.

A. The materials, products and equipment described in the bidding documents establish a standard or required function, dimension, appearance, and quality to be met by any proposed substitution.

B. Approval of alternate and equal specified equipment and material will be only by Addenda issued by the Engineer at least five (5) days prior to the award of Contract. All such requests

must be accompanied by drawings and specifications in sufficient detail to allow the Engineer to determine whether or not the equipment and materials proposed is equal to that specified. The determination as to whether or not the proposed substitute equals that specified, shall rest solely with the OWNER or City, based upon the opinion of the Engineer. The burden of proof of the merit of the proposed substitute shall be upon the proposer.

- C. No extras will be allowed by the Contractor for any changes required to adopt the substitute equipment; therefore, the Contractor's proposal, including the approved alternate, shall include all costs for any modifications to the plans such as structural and foundation changes, additional piping or changes in piping, electrical changes, or any other modifications which may be necessary or required for approval and adoption of the proposed alternate equipment.

GC-36. DETAILED BREAKDOWN OF CONTRACT PRICE

The Contractor shall within five (5) days after receipt of Notice to Proceed submit a complete breakdown of all lump sum bid items showing the value assigned to each part of the work, including an allowance for profit and overhead.

GC-37. CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

Certain utilities and structures which are expected to be adjacent to or encountered in the work are shown on the plans. It is known that there are discrepancies and omissions in the locations and quantities of existing utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the OWNER or City or the Engineer for their accuracy or completeness.

- A. It is the Contractor's responsibility to notify "DIG-LINE/ONE CALL" at 811 prior to excavating and to comply with Idaho Code Section 55-2207 and all other applicable laws and regulations regarding the protection of underground utilities.
- B. At points where the Contractor's operations could cause damage which might result in considerable expense, loss, and inconvenience when his/her operations are adjacent to or near a railway, telephone, television, power, oil, gas, water, sewer, irrigation, or other private or municipal systems, the operations shall be suspended until all arrangements necessary for the protection thereof have been made by the Contractor.
- C. The Contractor shall notify all utility offices which are affected by the construction operation at least forty-eight (48) hours in advance of such construction. Under no circumstances shall the Contractor expose any utility without first requesting permission from and being granted to do so from the affected agency. Once permission has been granted, Contractor shall locate, if necessary, and expose all existing underground utilities in advance of any trenching operation. Hand digging shall be required within twenty-four (24) inches of a marked utility.
- D. The Contractor shall protect all poles from damage. If interfering power poles, telephone poles, guy wires, or anchors are encountered the Contractor shall notify the Project Manager or Engineer and the affected utility company at least forty-eight (48) hours in advance of construction operations to permit the necessary arrangements to be made with the affected utility company for protection or relocation of the interfering structure.
- E. The Contractor shall be solely and directly responsible to the Owners and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims, of any character brought because of any injuries or damage which may result from the

carrying out of the work to be done under the Contract. Contractor shall hold harmless, indemnify and defend the OWNER or City from any such claims.

- F. In the event of interruption to domestic water, sewer, storm drain, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. After such notification, the Contractor shall cooperate with said authority in restoration of service as promptly as possible and the Contractor shall bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist beyond working hours unless prior approval is received from the Project Manager or Engineer.
- G. In the event the Contractor encounters utility lines that interfere with trenching, the Contractor may, by obtaining prior written approval of the appropriate utility company, cut the service, dig through and restore the service with similar and equal materials at the Contractor's expense.

GC-38. STREET AND PATHWAY CLEANUP DURING CONSTRUCTION

The Contractor shall immediately clean all spilled dirt, gravel, and other foreign material caused by the construction operations from all streets and pathways open to public use.

GC-39. WORKMANSHIP AND CLEAN UP

It is the intent and purpose of these specifications and plans to obtain good workmanship throughout with the completed work complying with the said specifications and plans and in full working order upon completion. Work will not be accepted until this result is obtained.

The Contractor shall at all times during the work keep the premises clean and orderly. He/she shall promptly remove all waste materials and rubbish. All directions from the Project Manager or Engineer and all authorized public officials having jurisdiction over health and safety shall be obeyed.

Any damage to private property shall be repaired, replaced in kind, or the Owner compensated as required by the General Specifications.

Upon the satisfactory completion of all work embraced in the Contract and specifications, including the cleanup, together with full compliance with the requirements of the General Specifications the Project Manager or Engineer will, within fifteen (15) days after such completion and compliance, issue a Certificate of Completion to the Owner with two (2) copies to the Contractor

GC-40. JURISDICTION AND VENUE

The District Court for the 4th Judicial District of the State of Idaho in and for Valley County is accepted as the proper forum having jurisdiction for any legal disputes between the parties.

GC-41. PERMITS AND LICENSES

The Contractor shall obtain and pay for all permits and licenses, including but not limited to the following:

- A. Those required by the McCall_City Code, such as:

Right-of-way Code	MCC 8-12-1 et.seq.
Building Code	MCC 2-1-040
Contractor Licensing Ordinance registered with State of Idaho	

- B. Those required by the Idaho Code or other State Law.
- C. Those required by the Code of Federal Regulations or other Federal Law.

The OWNER shall reimburse the CONTRACTOR for the cost of all fees and permits associated with City of McCall, Idaho Power, and the Idaho Transportation Department. The reimbursement amount shall be limited to the permit fee. All CONTRACTOR costs associated in obtaining the permit shall be incidental to the WORK.

GC-42. NO THIRD PARTY BENEFICIARIES

No claim as a third-party beneficiary under this Contract by any person other than Contractor shall be made or shall be valid against the OWNER or City, and the OWNER or City shall not be liable for or be held to pay any money to such person.

GC-43. PROPERTY OWNER COORDINATION

The CONTRACTOR shall coordinate items of work affecting adjacent property owners, including access restrictions, water and sewer service connections, landscape removal and replacement, driveway approach construction, sprinklers, irrigation facilities, trash, fencing, sod care, and trees. Limit water and sewer outages to no more than 4 hours prior to 2:00 pm. The CONTRACTOR shall coordinate with property owners, OWNER and Project Manager or ENGINEER fourteen (14) days in advance of activities restricting access to driveways and property. This work shall be considered incidental to other items of work and no separate payment will be made.

GC-44. TRAFFIC CONTROL AND ACCESS DURING CONSTRUCTION

Driveway access, intersection, and roadway crossings shall utilize boring methods over trenching where feasible to minimize impacts to property owners and the City of McCall and to reduce the need for road and surface repairs. Access restrictions to adjacent properties when needed shall be limited as much as possible. Contractor shall provide an adequate surface (free of protruding rocks, holes, and mud) for all emergency vehicles when necessary. The cost to maintain access shall be considered incidental to other items of work and no separate payment will be made.

Pedestrian access must be maintained at all times adjacent to the work zone and emergency vehicle access shall be maintained if no alternate routes exist. All traffic control items not specifically listed in the bid schedule shall be incidental to this Contract, and no additional compensation will be paid.

Any unforeseen access restrictions will require approval from the Project Manager or ENGINEER seven (7) days in advance of the restriction. The Contractor shall demonstrate the need for longer closures 48 hours prior to an extension, which shall be reviewed and approved by the Engineer.

GC-45. SEDIMENT AND EROSION CONTROL

The Contractor shall comply with the National Pollution Discharge Elimination System (NPDES) General Permit for Discharges from Construction Activities (CGP). CGP compliance requires the preparation and maintenance of a Stormwater Pollution Prevention Plan (SWPPP) and filing of NOI with the Environmental Protection Agency (EPA) before commencing any ground-disturbing activities for projects which intend to

disturb more than one (1) acre. At this time, the Owner does not anticipate that a SWPPP and NOI are required as the area of ground disturbance is less than one (1) acre.

The Contractor shall prepare and submit a proposed erosion and sediment control plan to the Project Manager or Engineer for approval prior to starting project construction. Groundwater may be encountered while performing the Work, and dewatering, if required, shall be considered incidental to the Service/Utility Trench Excavation Bid Item. All erosion and sediment control BMP's shall be installed prior to the start of any project construction or earth disturbing activities and should remain in place until all disturbed/exposed areas have been stabilized and/or revegetated.

GC-46. MATERIALS TESTING

The Contractor is required to provide testing for all materials and construction for this project. Testing shall be performed by a WAQTC certified laboratory and technicians for this project. Certified field test results shall be provided to the Project Manager or Engineer within 48 hours of completing testing; notify Project Manager or Engineer at the time of testing if test results do not meet the specifications. Materials testing shall be considered incidental to the materials bid items and no separate payment will be made.

Field testing frequencies shall be as follows:

- A. Subgrade: 1 test every 500 square yards.
- B. Embankment: 1 test every 500 square yards.
- C. Crushed Aggregate for Base: 1 test every 750 cubic yards of material placed.
- D. Concrete: 1 test from the first truck delivered to the project, and 1 test every 50 cubic yards of concrete placed.
- E. Trench Backfill: 1 test per lift per 400 lineal feet.
- F. Plant Mix Pavement: Take three (3) cores from different locations as determined by the Engineer for gauge correlation to verify adequate thickness and one bulk sample for Rice's specific gravity. Gradation and oil content test per each days placement and one (1) correlated nuclear density test per asphalt type, per 500 square yards of asphalt placed.

GC-47. CONNECT TO EXISTING PIPES

Connecting new pipes and manholes to existing pipes and manholes is incidental to the work of this project. The Contractor may use any means necessary to make the connection, provided the connection is watertight and does not interfere with the flow through the connection. Some possible methods of connection may include band seal couplers, couplings, or other similar method. The method chosen shall be approved by the Engineer.

The Contractor shall make the connection to existing pipes and manholes while implementing methods to prevent sediment or foreign materials from entering the existing system.

GC-48. TRENCHING

Trench excavation, bedding, backfill, and compacting requirements shall be in accordance with Division 300 "Trenching" of the ISPMC Specifications except as noted herein.

Trenches shall be backfilled, closed at the end of each day, and barricaded, as needed.

All excavation, trenching and boring shall meet OSHA requirements and applicable sections of Division 300 "Trenching" of the ISPMC Specifications. Water levels shall be maintained below the bottom of trenches during all types of pipe laying and joining operations. The cost to complete this work shall be considered incidental to the cost of other bid items and no additional payment will be made.

The Contractor may be required to place temporary steel trench plates to accommodate traffic. Steel trench plates shall not be left in the same location longer than 24 hours. Methods for securing plates shall be provided by the Contractor and approved by the Project Manager or Engineer prior to use. All costs associated with providing and setting trench plates shall be considered incidental to other items of work and no additional payment will be made.

GC-49. TREE PROTECTION DURING CONSTRUCTION

Use extreme caution and constant construction management, as defined below, in and around significant trees (12" DBH or greater) or trees specified as significant and proposed to remain within the project area:

Protection of the tree and the Critical Root Zone (CRZ) –

- A. Tree trimming and root pruning shall be coordinated with and performed under the ANSI A300 Standards or under the direct supervision of ISA Certified Arborist:

Kurt Wolf, McCall City Arborist (PN-7353A)
(208) 634-8967 office, (208) 315-0063 cell

Ed Heider, McCall Parks Superintendent
(208) 634-6609

- B. The Contractor shall install construction fencing around the CRZ and away from the base of all significant trees that are to be preserved and protected. (In an ideal situation that fence should be 1.5 times the drip line of the tree canopy and/or at a minimum the drip line of the canopy.) The purpose of fencing this area off is to prevent vehicle and construction equipment traffic or the stock piling of building materials within the CRZ to reduce compaction of soils in and around the root system. Contact Kurt Wolf to arrange an on-site meeting prior to construction activities to specify protection boundaries.
- C. In areas where tree root pruning is required or unavoidable, the contractor shall delineate the limits of trenching or excavation necessary, and carefully expose the root system for visual inspection by an ISA Certified Arborist before pruning. There shall be no digging performed that will create pulling impacts on the roots or that will tension the root system. All tree root pruning shall be done with neat, clean cuts of the roots with a sharp tool or as otherwise

directed by the Arborist, and no treatment (such as wound dressing) of the ends of the cut roots shall be performed.

- D. Branch trimming: shall only be done to the lowest height possible to allow for equipment access. Branch trimming shall follow the ANSI A300 Standards and be made with neat, clean cuts of the branches. Pruning cuts shall be flush with the branch bark collar at the main trunk or pruned back to a terminal bud or branch union, or as otherwise directed by the Engineer.
- E. Supplemental watering or irrigation of trees should be done throughout the construction process to reduce stresses on existing trees during the construction period.

If fencing around the root zone is not an option as verified by the City Arborist:

- 1. A thick layer (12"-15") of wood mulch (wood chips) can be spread across the root zone to prevent soil compaction during construction.
- 2. Bridging the root zone with weight distributing sheeting such as plywood can also be used.
- 3. Manage equipment to limit traffic within the root zone and avoid impacts to trunk of tree or the accidental breaking of limbs.

All work to be performed for tree protection during construction shall be incidental to the cost to the project and no additional compensation will be made.

6 SUPPLEMENTARY CONDITIONS

All work shall conform to the 2020 ISPWC. These Supplementary Conditions amend or supplement the Standard General Conditions per the 2020 ISPWC and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-1.01 Add the following language to 1.01.A.:

50. *Bonds* - Performance and payment bonds and other instruments of security furnished by the CONTRACTOR.
51. *Final Acceptance* - The Final Acceptance comes at the end of the warranty period. The warranty period for the work is one year. The Contractor must have completed all work and repairs to the satisfaction of the OWNER before the Final Acceptance. Only after the Final Acceptance can the Bond be released.
52. *Payment Bond* - The form of security approved by the Owner, and furnished by the Contractor and his surety guaranteeing payment of all labor, material, equipment, and all other obligations arising out of the work.
53. *Performance Bond* - The form of security approved by the Owner, furnished by the Contractor and his surety guaranteeing the complete and faithful performance of all the obligations and conditions placed upon the Contractor by the Contract.
54. *Working Day* - All calendar days, except the following:
 1. Saturdays, Sundays, holidays, and July 3.
 2. For work on the critical path, days of Project Manager or Engineer ordered suspensions for reasons other than Contractor negligence or noncompliance.
 3. Contract-identified, nonworking days.
 4. Days where one or more of the following prevent the Contractor from working on critical path items with normal production rates for at least 5 hours:
 - A. Earthquakes and other natural cataclysmic phenomena the Contractor cannot foresee or avoid.
 - B. Weather conditions.
 - C. Job conditions caused by weather.
 - D. During excusable delays as specified in Article 11.08 of ISPWC.

SC-1.01 Delete and replace the language of the following paragraphs in 1.01.A:

8. *Change Order*--A written order signed by CONTRACTOR and OWNER authorizing the addition, deletion, or revision to the Contract Documents, issued on or after the Effective Date of the Agreement. The Change Order form to be used on this Project is Document 00910.

13. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Instruction to Bidders, Contractor's Proposal, all bonds, Notice of Award, Notice to Proceed, Drawings, General Conditions, CONTRACTOR'S documentation accompanying the Bid, ENGINEER's written interpretation or clarification issued on or after the Effective Date of the Agreement, Technical Specifications, Change Orders, Field Orders, and all other modifications of such documents entered into in accordance with the Contract. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic format of text, data, and graphics are not Contract Documents. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- A. Contract
- B. Technical Specifications
- C. Drawings
- D. PLRWSD Standard Revisions to the 2020 ISPWC and Supplemental Specifications
- E. Instructions to Bidders
- F. Supplementary Conditions
- G. 2020 ISPWC

SC-2.02.A. Delete the paragraph 2.02.A and replace with the following:

OWNER shall furnish to CONTRACTOR up to five copies of the Contract Documents. Additional copies will be furnished upon request at cost of reproduction.

SC-2.05 Delete Section SC-2.05.

SC-4.01.A. Delete paragraph 4.01.A and replace with the following:

The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement.

SC-4.03 Add the following new paragraph immediately after paragraph 4.03.A.

- B. Pre-Construction Conference: At a mutually agreed time prior to commencement of project work, the Contractor, the Project Manager, and Owner's (survey) Representative shall meet at a Pre-Construction Conference for the purpose of establishing a survey work schedule and reviewing survey control and construction staking to be provided by the Owner's representative and by the Contractor.

SC-5.03 Add the following new paragraphs immediately after paragraph 5.03.D.

- E. In the preparation of Drawings and Specifications, ENGINEER relied upon the following reports of exploration and tests of subsurface conditions at the Site: none available.
- F. In the preparation of Drawings and Specifications, ENGINEER relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures which are at or contiguous to the Site: None available.

- G. If any items of suspected historical or archaeological value are uncovered during construction, the contractor will be required to stop work and contact the Idaho State Historic Preservation Office and the Idaho Department of Commerce.

SC-5.06 Add the following new paragraphs immediately after paragraph 5.06.A.3.

- 4. In the preparation of Drawings and Specifications, ENGINEER or ENGINEER's Consultants relied upon the following reports of Hazardous Environmental Conditions at the Site: None available.
- 5. In the preparation of Drawings and Specifications, ENGINEER or ENGINEER's Consultants relied upon the following drawings of Hazardous Environmental Conditions which are at or contiguous to the Site: None available.

SC-7.03 Delete paragraph 7.03.C and replace with the following:

- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed between the hours of 7 am and 7 pm. CONTRACTOR will not permit performance of Work on legal holidays and weekends without OWNER's written consent.

Add the following after 7.03.C:

- D. Proposals for night work for the project may be considered provided the Contractor can show significant advantages to schedule and impacts to businesses and properties, as well as demonstration of minimizing impacts to surrounding residential areas.

SC-8.01 Add new paragraphs immediately following paragraph 8.01.F as follows:

- G. Should CONTRACTOR cause damage to the work or property of any separate contractor at the site or should any claim arising out of or resulting from CONTRACTOR's performance of the Work at the site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, or ENGINEER's Consultants or any other person, CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by mediation, arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER, ENGINEER, and ENGINEER's Consultants and the officers, directors, employees, agents, and other consultants of each and any of them harmless from and against all claims, costs, losses and damages, (including, but not limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising directly, indirectly or consequentially out of or resulting from any action, legal or equitable, brought by a separate contractor against OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them to the extent based on a claim caused by, arising out of, or resulting from CONTRACTOR's performance of the Work.
- H. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any separate contractor at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each

and any of them or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any mediator or arbitrator which seeks to impose liability on or to recover damages from OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them on account of any such damage or claim.

- I. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of time in accordance with Article 11. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them for any delay, disruption, interference, or hindrance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them for activities that are their respective responsibilities.

SC-11.07 Supplement paragraph 11.07.C.2.c of the General Conditions as follows:

except the maximum total allowable cost to OWNER shall be the Cost of the Work plus a maximum collective aggregate fee for CONTRACTOR and all tiered Subcontractors of **10** percent;

SC-13.03 Replace paragraph 13.03.E.1.A with the following:

If the quantity of Unit Price Work performed by the Contractor differs by more than 25% from the estimated quantity of such item indicated in the Agreement; and

SC-14.02 Supplement paragraph 14.02.A of the General Conditions as follows:

CONTRACTOR shall establish an inspection program and a testing plan acceptable to the Project Manager or ENGINEER and shall maintain complete inspection and testing records available to Project Manager or ENGINEER.

SC-14.02 Supplement paragraph 14.02.D of the General Conditions as follows:

Tests required by Contract Documents to be performed by CONTRACTOR and that require test certificates be submitted to OWNER or ENGINEER for acceptance shall be made by an independent testing laboratory or agency licensed or certified in accordance with Laws and Regulations and applicable state and local statutes. In the event state license or certification is not required, testing laboratories or agencies shall meet following applicable requirements:

- a. Basic requirements of ASTM E 329, "Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials as Used in Construction" and ASTM D 3666, "Standard Specification for Minimum Requirements for Agency Testing and Inspecting Bituminous Paving Materials", as applicable.

- b. Calibrate testing equipment at reasonable intervals by devices of accuracy traceable to either the National Bureau of Standards or accepted values of natural physical constants.

SC-15.01.D.1. Delete "Twenty-one" and replace it with "Thirty".

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7 TECHNICAL SPECIFICATIONS

Section 201 – Clearing and Grubbing

Delete 1.1.A.2 and replace it with the following:

1. Removing and disposing of trees less than 6” in diameter, stumps, brush, roots, shrubs, logs, and windfalls.

Section 205 – Dewatering

Add the following after 1.2. E:

- F. 1001 Construction Site Management

Section 301 – Trench Excavation

Part 4 – Measurement and Payment

Replace section 4.1.A with the following:

- A. Excavation: By the linear foot, for the plan quantity. Trench dewatering operations, if required, are considered incidental to the Trench Excavation bid item and no additional payments will be made. If the Contractor believes that the actual quantity of a contract pay item differs significantly from the plan or construction documents quantity, submit a written request for the Engineer to measure the actual quantity. If the value of the actual quantity measured does not exceed the value of the plan quantity by \$2,000.00. Contractor shall reimburse the Owner for the cost of measurement.

Section 307 – Street Cuts and Surface Repairs

Part 3 – Workmanship

Add the following to Part 3.5

- G. Miscellaneous Surface restoration over disturbed areas within City right-of-way (ROW) to include hydroseed application of native drought tolerant grass seed mixture as approved by the Project Manager or Engineer and Owner. All seed, mulch, materials, and labor to be included in LF pricing for Miscellaneous Surface Restoration Bid Item.

Part 4 – Measurement and Payment

Replace section 4.1.A with the following:

- A. Miscellaneous Surface Restoration: By the linear foot measured on a horizontal control basis through all fittings and junction boxes regardless of trench width. Includes hydroseed application of native drought tolerant grass seed mixture as approved by the Project Manager or Engineer and Owner. All seed, mulch, materials, and labor to be

included in LF pricing for Miscellaneous Surface Restoration Bid Item. Includes work to restore area to original conditions or better.

Section 309 – Horizontal Directional Drilling

Part 4 – Measurement and Payment

Add the following to Part 4.1.A:

- A. Price per LF does not include 1 1/4" HDPE (3 EA) Conduit. Conduit material will be provided by the Owner and installed by the Contractor. Conduit installation is considered a separate bid item and is included under the Conduit 1 1/4" HDPE (3EA) Bid Item.

Section 1001 – Construction Site Management

Add the following to Part 3:

The Contractor shall comply with the Rules for the Control of Air Pollution in Idaho, IDAPA 58.01.01.651, by implementing precautions to prevent particulate matter from becoming airborne.

The collection and disposal of storm and surface water runoff from the project site must comply with the Idaho Department of Environmental Quality's (DEQ) Catalog of Storm Water Best Management Practices for design of all storm water treatment and disposal systems.

The contractor shall comply with the provisions of the DEQ Short-Term Activity Exemption Work Sheet.

Section 1003 – Sediment Collection

Add the following to Part 3.1

- C. After final stabilization, remove all temporary BMPs and dispose of off-site at no additional cost to the Owner.
- D. After removal of temporary BMPs, sweep all sediment accumulated on project hard surfaces, including asphalt, concrete, and adjacent roadways.

Section 1102 – Street Lighting

Add the following to Part 3.2

- F. All new and existing junction boxes that are installed or connected to shall receive 5 inches of pea gravel, provided by the Contractor, and placed in the bottom of the boxes in order to prevent rodent infiltration. Cost of gravel placement shall be considered incidental to the project and no additional payment will be made.
- G. Conduit that is installed in junction boxes will have a minimum of 24" of excess stubbed out into the junction box to allow for future splicing operations. Conduit will be installed within the junction boxes in the configuration depicted in the plan details. Conduit will be labeled

within the junction boxes with blue tape if coming from the Central Office on all conduits, and following the color code of RUS standards for directional labeling on all others.

- H. All new junction boxes shall have grounding installed in accordance with manufacturer's recommendations and plan details. Price to install grounding shall be considered incidental to the Junction Box bid item and no additional payment will be made.

Add the following to Part 3.4

- B.4. Bending of conduit to be no less than 15 times the cable diameter of 96 count fiber.
- B.5. Single Trace wire is to be 12 AWG installed in one of the 3 conduits or laid in trench and taped to conduit a minimum of every 50 feet.
- B.9. Conduit 1 1/4" HDPE (3 EA) Bid Item shall be colored one orange, one blue, and one green.

Remove the 3.4.B.5 through 3.4.B.7 and replace with the following:

- B.5. Single Trace wire is to be 12 AWG installed in one of the 3 conduits or laid in trench, pulled tight, and wrapped around one of the conduits. Junction boxes shall receive a minimum of 15 feet of looped excess trace wire per junction box. Trace wire installation shall be considered incidental to the Conduit 1 1/4" HDPE (3 EA) Bid Item and no additional payments will be made.
- B.6. Minimum conduit burial depth on project is 48 inches. Any exceptions due to unforeseen circumstances will need to be approved in advance by the Project Manager
- B.7. Minimum burial depth under trees is 48 inches. Contractor to avoid routing conduit directly under the trunks of trees and to coordinate unavoidable conflicts with the Project Manager or Engineer and the City of McCall Arborist.

1.0 GENERAL

1.1 SUMMARY OF WORK

- 1.1.1 All materials shall be supplied from Approved Contractor Furnished Sources. It shall be the Contractor's responsibility to obtain all clearances required for the use of the source(s). The Contractor will assume all costs incurred in obtaining approvals for use of sources.
- 1.1.2 The City has a set budget for this project that cannot be exceeded. The Contractor is advised to provide balanced bids for all items of work.
- 1.1.3 The award of contract, if it is awarded, will be made within thirty (30) calendar days after the due date of the proposals.
- 1.1.4 Owner reserves the right to make, at any time during the progress of the work, such increases and decreases in quantities of contract items as necessary to satisfactorily complete the project.
- 1.1.5 When Owner initiates a change, the Project Manager or Engineer will inform the Contractor of the proposed change in the work and will request a detailed price proposal

for the change. The Contractor shall provide a detailed price proposal within five (5) calendar days.

- 1.1.6 Until substantial completion is granted, the Contractor shall have the charge and care of the project and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or from the non-execution of the work.
- 1.1.7 In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the administrator, or their authorized representatives, either personally, or as officials of the Owner, it being understood that in all such matters they act solely as agents and representatives of the Owner.
- 1.1.8 Submit detailed payment request once work is substantially complete. Identify the percentage of the lump sum bid that has been completed and the associated value of that percentage. Engineer will review pay application for accuracy and will transmit to Owner for processing of payment.
- 1.1.9 All materials shall be new and not previously used unless specified otherwise.
- 1.1.10 Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- 1.1.11 Right-Of-Way and Existing Utilities and Improvement.

The Contractor shall not do any Work that would affect any oil, gas, or power; and telephone, telegraph, communications or electric transmission line; or any other structure without prior coordination.

The Contractor shall not work outside of the right-of-way or established premanent utility easements or established temporary easements unless the Contractor secures written permission from the property owner and provide a copy of this documentation to the Project Manager or Engineer.

The Contractor shall maintain strict adherence to boring vs. trenching operations as defined within the plan set stationing where wetland boring is called out. No wetland impact permitting has been acquired for the project and surface disturbances to these areas are not allowed.

1.2 WARRANTY

- 1.2.1 Contractor shall guarantee that all work performed is free from defects in materials and workmanship for a period of one (1) year, from the date of substantial completion.
- 1.2.2 If the Work, or any part thereof, shall prove to be defective in installation, material or workmanship within the warranty period, the Contractor shall warrant replacement or repair to the satisfaction of the Owner.
- 1.2.3 The Performance Bond shall remain in effect for the duration of the warranty period.

1.3 PROTECTION OF EXISTING FACILITIES

1.3.1 Existing Utilities: The Contractor shall protect all underground and above ground utilities during construction operations. It shall be the Contractor's responsibility to notify Dig Line at 800-342-1585, the City of McCall, and Payette Lakes Recreational Water and Sewer District for utility locations before any work commences. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary. In the event, Dig Line, the City of McCall, and Payette Lakes Recreational Water and Sewer District have located the utilities in the area and unmarked utilities are damaged, the Contractor shall provide the equipment, labor, and materials necessary to complete the repairs at cost plus 10% in accordance with Articles 11.01 and 12.01C of the General Conditions. If Contractor needs outside resources to complete the repairs, the Contractor will be reimbursed at cost.

1.3.2 The Contractor shall coordinate and accommodate work with Utility Companies

Utility Coordination:

Cable One/Sparklight: Matthew Gibbs.....208-455-5562

City of McCall: Nathan Stewart, Public Works Director.....208-634-8943

Frontier Communications: Jon Cortabarría.....208-576-4024

Idaho Power: Ethan Morgan.....208-388-6510

Payette Lakes Recreational Water and Sewer District:

Dale Caza.....208-634-4111

1.4 SITE ACCESS, STORAGE AND WASTE SITES

Roadway Limitations

The Contractor shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the Work.

Waste Sites

No waste sites for excavated or removed materials have been provided. It shall be the Contractor's responsibility to acquire such sites. The Contractor shall acquire written permission from the Owner of such waste sites proposed, and a copy of said permission shall be furnished to the Project Manager or Engineer prior to any hauling to that site. There will be no separate payment item for hauling of any such material.

Haul Routes

The Contractor shall, at his own expense, make all arrangements for the use of haul routes. The protection of all property on and along these haul routes shall be in accordance with applicable sections of the Standard Specifications. The Contractor shall be responsible for the immediate clean-up of debris from haul operations along these haul routes. All costs for these items shall be considered incidental to the unit contract price for related contract items.

Contractor's Work and Storage Area

The Contractor will coordinate with the Owner to obtain a portion of a public parking lot, located on or near the McCall Golf Course's parking lot or an otherwise suitable location, for their use during the term of the Contract, as an area for work and storage, if required. Contractor shall coordinate with Owner to identify exact limits of the parking lot to be used for construction purposes and will provide a layout to be approved by Owner prior to construction. The Contractor shall maintain a construction entrance and will not block the additional access intended for public use.

1.5 PAYMENT PROCEDURES

Submit progress payment requests on a monthly basis on a form approved by the Project Manager or Engineer.

Identify the value of work completed for both the pay period and the project to date as a percentage of the total lump sum bid.

Project Manager or Engineer will review pay application for accuracy and will transmit to Owner for processing of payment.

1.6 INSPECTION AND TESTING LABORATORY SERVICES

Reports will be submitted by independent firm to the Project Manager or Engineer, in duplicate, indicating observations and results of tests compliance or non-compliance with Contract Documents.

Notify Project Manager 48 hours prior to expected time for inspections and testing.

The same independent firm shall perform retesting required because of non-conformance to specified requirements. Payment for retesting shall be by the Contractor.

1.7 CONSTRUCTION STAGING AND TRAFFIC CONTROL

The Contractor shall submit detailed construction traffic control plans for approval by the Project Manager or Engineer 14 days prior to construction. The Project Manager or Engineer will review traffic control plans within five (5) working days for approval. The Contractor's traffic control plan shall be in conformance with the current MUTCD.

Contractor shall maintain emergency vehicle traffic access at the end of each day. Contractor shall provide detours during construction if needed. At all times, Contractor shall allow pedestrian access around the construction zone to private properties. Contractor shall allow continuous access to properties that have more than one approach.

1.8 ENVIRONMENTAL CONTROLS

Erosion and Sediment Control.

- 1.8.1 Control surface drainage from excavation and from borrow and waste disposal areas. Provide control structures as necessary to prevent contaminated runoff.

- 1.8.2 Minimize amount of bare soil exposed at one time.
- 1.8.3 Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- 1.8.4 Periodically inspect earth work to detect evidence of erosion and sedimentation and promptly apply corrective measures.
- 1.8.5 The construction contractors must comply with the Rules for the Control of Air Pollution in Idaho, IDAPA 58.01.01.651, by implementing precautions to prevent particulate matter from becoming airborne.
- 1.8.6 If any items of suspected historical or archaeological value are uncovered during construction, the contractor will be required to stop work and contract the Idaho State Historic Preservation Office and the Idaho Department of Commerce.
- 1.8.7 The collection and disposal of storm and surface water runoff from the project site must comply with the Idaho Department of Environmental Quality's (DEQ) Catalog of Storm Water Best Management Practices for design of all storm water treatment and disposal systems.
- 1.8.8 The contractor shall comply with the provisions of the Environmental Protection Agency's National Pollution Discharge Elimination System (NPDES) General Permit for Storm Water Discharge from Construction Activities and the Construction Storm Water Pollution Prevention Plan (SWPPP).
- 1.8.9 If, during the construction of the project, an underground storage tank, buried drum, other container, contaminated soil, or debris not scheduled for removal under the contract are discovered, the Contractor shall immediately notify the Project Manager or Engineer and the Idaho Department of Commerce. No attempt shall be made to excavate, open, or remove such material without written approval.

Nationwide Permit and Water Quality Certification.

Adhere to the requirements described in the Nationwide Permit granted by the United States Army Corps of Engineers and the Water Quality Certification issued by the IDEQ.

1.9 PROJECT CLOSEOUT

Final Cleanup

- 1.9.1 The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, unused materials, construction equipment, and temporary structure and facilities used during construction, other than that which the Contractor and Owner have agreed will be deposited in the recycle soil and sod area on 6 Birch off the MCall Golf Course. Final acceptance of the Work by the Owner will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final cleanup of the project site.

Final Submittals

- 1.9.2 The Contractor, prior to requesting payment, shall obtain and submit the following items to the Project Manager or Engineer for transmittal to the Owner: items required by Article 14 of the General Conditions.
- 1.9.3 Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

1.10 FINAL PAYMENT

The Contractor shall submit a final statement of accounting prior to being ready for Final Payment by the date in the Agreement.

The statement shall reflect all adjustments to the Contract sum:

- 1.10.1 Previous change orders.
- 1.10.2 Allowances.
- 1.10.3 Deductions for uncorrected work.
- 1.10.4 Deductions for liquidated damages.
- 1.10.5 Other adjustments.
- 1.10.6 Total Contract sum, as adjusted.
- 1.10.7 Previous payments.
- 1.10.8 Sum remaining due.

8 SPECIAL PROVISIONS

STANDARD SUBMITTAL FORM

DATE: _____

FROM: _____

CONTRACTOR:

TRANSMITTAL NO. _____

TO: _____

(to be completed afterward)

This is: (check one)

An original submittal: _____

A 2nd Submittal: _____

A Submittal: _____

Previous Submittal Nos.: _____

No. of Submittal Copies: _____

SPECIFICATION OR

SUBJECT OF SUBMITTAL

DRAWING REFERENCE

EQUIPMENT DESIGNATION

We have verified that this submittal contains all applicable material and information required for evaluation against the project Specifications. Furthermore, we submit these items, which comply with the Drawings and Specifications (check one):

_____ With no exceptions

_____ Except for the following deviations

NO.

DEVIATIONS

NO.	DEVIATIONS
_____	_____
_____	_____
_____	_____
_____	_____

Authorized Representative

9 GEOTECHNICAL ENGINEERING EVALUATION

II. BIDDERS PROPOSAL

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to the City of McCall. This bid is for the Project titled: **Golf Course Birch Tee Renovation**

ARTICLE 2 – BIDDER’S INFORMATION

- 2.01 BIDDER’s Name: Landscapes Unlimited, LLC
- BIDDER’s Idaho Public Works Contractor License No.: PWC-C-16475 - Unlimited - 3 - 4
- License Expiration Date: 6/30/2023
- BIDDER’s ICPI Certification No.: N/A
- Certification Expiration Date: N/A
- BIDDER’s Business Address: 1201 Aries Drive, Lincoln, NE 68512
- BIDDER’s Business Phone No.: 402-423-6653
- BIDDER’s FAX No.: 402-423-4487
- BIDDER’s Email Address: dlingen@landscapesunlimited.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 Golf Course Birch Tee Renovation, specified herein, and which construction documents are on file with the Golf Course, 925 Fairway Drive, 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 examined by the undersigned and their terms and conditions are hereby agreed to.
2. **The undersigned certifies that he has received or made himself 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.
6. The undersigned further agrees that the OWNER shall have the right to accept or reject any bid deemed to be in the best interest of the OWNER or the City of McCall.

7. 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.
8. The undersigned, as a BIDDER, acknowledges that Addenda Number -- through -- have been delivered to him and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-9 of the Instruction to Bidders.

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.

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 ALTERNATE 1 - Birch Tree Renovation

BID ITEM	ITEM DESCRIPTION	SPEC. REFERENCE	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
ONE TIME OVERALL GENERAL PROJECT ITEMS						
1	Sod Strip Tees to be Re-Level	9630.00SF	9,630	SF	\$0.18	\$1,733.40
2	Roto-Till Existing Turf in New and Renovated Tee Limits	88,965.00SF	88,965	SF	\$0.05	\$4,448.25
3	Shape New and Renovated Tees	1.00 LS	1	LS	\$21,875.00	\$21,875.00
4	Irrigation Allowance	1.00 LS	1	AL	\$25,000.00	\$25,000.00
5	Laser Level Tee Surfaces-For Re-Level, Renovated, And New Tees	39,285.00SF	39,285	SF	\$0.26	\$10,214.10
6	Fine Grade and Seedbed Prep-Tee Surrounds	59,310.00SF	59,310	SF	\$0.16	\$ 9,489.60
7	Soil Amendments & Fertilizer-By Owner	98,595.00SF	98,595	SF	-	by owner
8	Sod Tee Surfaces-Bluegrass	39,285.00SF	39,285	SF	\$0.79	\$31,035.15
9	Sod Tee Surrounds-Bluegrass	59,310.00SF	59,310	SF	\$0.79	\$46,854.90
10	Mobilization	1.00LS	1	SF	\$6,500.00	\$ 6,500.00
11	General Conditions/Supervision	1.00LS	1	SF	\$62,750.00	\$62,750.00
BID ALTERNATE 1 (Sum of Bid Items 1 through 11) Total (Amount) =					\$	219,900.40
Bid Alternate 1 Total (Words): Two Hundred Nineteen Thousand Nine Hundred Dollars and 40/100						

BID SCHEDULE

SUMMARY:

<u>BID ALTERNATE 1:</u> Two Hundred Nineteen Thousand Nine Hundred Dollars and 40/100 <small>(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)</small>	\$ 219,900.40
<u>BID ALTERNATE 2:</u> <small>(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)</small>	\$ _____
<u>BID ALTERNATE 3:</u> <small>(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)</small>	\$ _____

ARTICLE 6 – BID SUBMITTAL

6.1 Submitted on September 8, 2022.

6.2 This Bid is submitted by:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing Business As: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

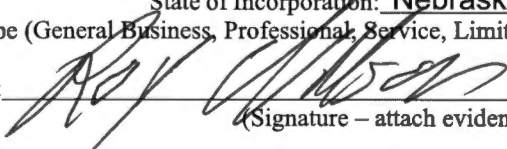
Name (typed or printed): _____

A Corporation

Corporation Name: Landscapes Unlimited, LLC

State of Incorporation: Nebraska

Type (General Business, Professional Service, Limited Liability): LLC

By:  _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): Roy Wilson

Title: Assistant Manager

(CORPORATE SEAL)

Attest: 

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____

(SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____

(SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

LANDSCAPES UNLIMITED, L.L.C.

**UNANIMOUS WRITTEN CONSENT IN LIEU OF
MEETING OF THE MANAGER**

The undersigned, being the sole Manager of Landscapes Unlimited, L.L.C., a Nebraska limited liability company (the "Company"), hereby consents to the adoption of the following resolutions and declares them to be in full force and effect:

I.

WHEREAS, Michael H. Jenkins resigned his position his position as Assistant Manager of the Company, effective November 25, 2019.

BE IT RESOLVED, by the Manager of the Company, that Michael H. Jenkins' resignation is accepted as of November 25, 2019.

II.

WHEREAS, the Manager of the Company has determined that it would be in the best interest of the Company to appoint Brian Vitek and Jake Riekstins as Assistant Managers of the Company.

BE IT RESOLVED, by the Manager, that Brian Vitek and Jake Riekstins are each appointed to serve the Company in the capacity of Assistant Manager, having authority to perform those functions set forth herein.

BE IT FURTHER RESOLVED, by the Manager, that the following individuals will continue to serve in the capacity of Assistant Manager:

John Pugliese
Bryce Juedes
Kurt Huseman
Roy Wilson

BE IT FURTHER RESOLVED that the aforementioned Assistant Managers are authorized to take the following actions on behalf of the Company:

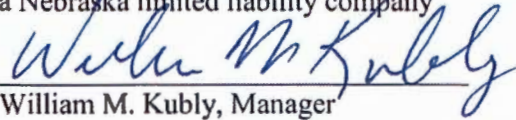
1. To enter into leases or purchase agreements for the acquisition of real estate and personal property, provided that the amount in any one or series of related transactions does not exceed One Million Dollars (\$1,000,000);
2. To enter into construction, project management, development, management, operating and any other agreements related to the business of the Company;
3. To establish and administer incentive plans and programs for employees of

the Company;

4. To incur indebtedness for borrowed money or any capitalized lease obligation, provided that the amount in any one or series of related transactions does not exceed One Million Dollars (\$1,000,000);
5. To employ such personnel and obtain such legal, accounting and other professional services and advice as deemed advisable in the ordinary course of the Company's business; and
6. To provide such supervision as is required to operate the Company in the ordinary course of business.

IN WITNESS WHEREOF, the undersigned caused this Consent to be executed as of the June 1, 2021.

LANDSCAPES UNLIMITED, L.L.C.,
a Nebraska limited liability company



William M. Kubly, Manager

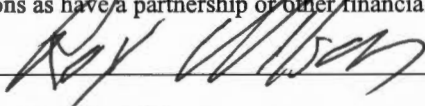
ARTICLE 8 – NON-COLLUSION AFFIDAVIT

**Golf Course Birch Tee Renovation
McCall, Idaho**

CONTRACTOR’S NON-COLLUSION AFFIDAVIT


STATE OF IDAHO
Valley County

Roy Wilson being first duly sworn, deposes and says that he/she is Assistant Manager of Landscapes Unlimited, LLC, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive of sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any bidder, nor to fix any overhead, profit, or cost element of such bid price, nor that of any other bidder, nor secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true, and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any individual, except such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: 

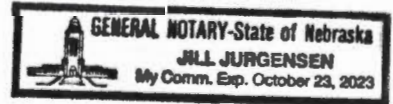
Title: Assistant Manager

Subscribed and sworn to before me this 6th day of September, 2022

Notary Public for Nebraska 

Residing at: 1201 Aries Drive, Lincoln, NE 68512

My Commission Expires: 10-23-2023



Brad Little
Governor

State of Idaho
Division of Occupational and Professional Licenses
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

PWC-C-16475 - UNLIMITED - 3- 4
License Number

06/01/2006
Original License Issued

Categories: 01570, 02220, 02230, 02260, 02310, 02317, 02790, 02810, 02855, 02880, 02900, 02910, 02935, 03200, 18100

This is to certify that
LANDSCAPES UNLIMITED, LLC

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

This license expires: 06/30/2023

Licensee Signature

Russell S. Barron

Russell Barron, Administrator

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

**Landscapes Unlimited LLC
1201 Aries Drive
Lincoln, NE 68512**

SURETY:

(Name, legal status and principal place of business)

**Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

**City of McCall
218 East Park Street
McCall, ID 83638**

BOND AMOUNT: Five Percent of the Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Golf Course Birch Tee Renovation Fall 2022

Project Number, if any:

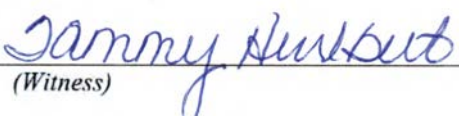
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

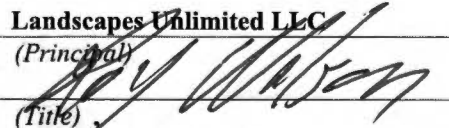
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **8th** day of **September, 2022**


(Witness)


(Witness)

Landscapes Unlimited LLC
(Principal)  *(Seal)*

Merchants Bonding Company (Mutual)
(Surety)  *(Seal)*

(Title) **James M. King, Attorney-in-Fact**

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Jacob J Buss; James M King; Robert T Cirone; Seth Weedin; Tamala J Hurlbut; Thomas L King

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of August, 2020.



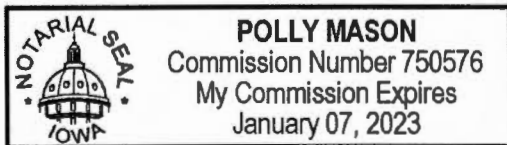
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 20th day of August 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of September, 2022.



William Warner Jr.
Secretary

7. 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.
8. The undersigned, as a BIDDER, acknowledges that Addenda Number -- through -- have been delivered to him and have been examined as part of the contract documents.
9. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph IB-9 of the Instruction to Bidders.

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.

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 ALTERNATE 1 - Birch Tree Renovation

BID ITEM	ITEM DESCRIPTION	SPEC. REFERENCE	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
ONE TIME OVERALL GENERAL PROJECT ITEMS						
1	Sod Strip Tees to be Re-Level	9630.00SF	9.630	SF	\$0.18	\$1,733.40
2	Roto-Till Existing Turf in New and Renovated Tee Limits	88,965.00SF	88,965	SF	\$0.05	\$4,448.25
3	Shape New and Renovated Tees	1.00 LS	1	LS	\$21,875.00	\$21,875.00
4	Irrigation Allowance	1.00 LS	1	AL	\$25,000.00	\$25,000.00
5	Laser Level Tee Surfaces-For Re-Level, Renovated, And New Tees	39,285.00SF	39,285	SF	\$0.26	\$10,214.10
6	Fine Grade and Seedbed Prep-Tee Surrounds	59,310.00SF	59,310	SF	\$0.16	\$ 9,489.60
7	Soil Amendments & Fertilizer-By Owner	98,595.00SF	98,595	SF	-	by owner
8	Sod Tee Surfaces-Bluegrass	39,285.00SF	39,285	SF	\$0.79	\$31,035.15
9	Sod Tee Surrounds-Bluegrass	59,310.00SF	59,310	SF	\$0.79	\$46,854.90
10	Mobilization	1.00LS	1	SF	\$6,500.00	\$ 6,500.00
11	General Conditions/Supervision	1.00LS	1	SF	\$62,750.00	\$62,750.00
BID ALTERNATE 1 (Sum of Bid Items 1 through 11) Total (Amount) =					\$	219,900.40
Bid Alternate 1 Total (Words): Two Hundred Nineteen Thousand Nine Hundred Dollars and 40/100						

BID SCHEDULE

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 22-253
Meeting Date September 22, 2022

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
Request for Approval of FP-22-01 – Big Horn Subdivision Final Plat Findings of Fact, Conclusions of Law, and Decision		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development	BP	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>A Subdivision Final Plat application for the creation of 12 residential lots on a parcel 2.82 acres in size on the west side of a small private section of Verita Road, directly west of Broken Ridge Commons and north of West Valley Road.</p> <p>During its regularly scheduled July 12, 2022, meeting, the McCall Area Planning and Zoning Commission unanimously recommended the application to the McCall City Council for approval.</p> <p>Attached are the draft findings of fact, conclusions of law, and decision.</p>				
RECOMMENDED ACTION:				
Approve the FP-22-01 – Big Horn Subdivision Findings of Fact, Conclusions of Law, and Decision and authorize the Mayor to sign all necessary documents.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			
July 28, 2022	City Council voted to approve the Big Horn Subdivision Final Plat			

McCALL CITY COUNCIL

IN RE:)
)
BIG HORN)
SUBDIVISION)
Final Plat)
)
Application Number:)
FP-22-01)

**FINDINGS OF FACT, CONCLUSIONS OF LAW,
AND DECISION**

FINDINGS OF FACTS

Applicant: Net Prophet, LLC

Representative: Sasha Childs

Application: A Subdivision Final Plat application for the creation of 12 residential lots on a parcel 2.82 acres in size on the west side of a small private section of Verita Road, directly west of Broken Ridge Commons and north of West Valley Road.

Procedural History: During its regularly scheduled August 3, 2021, meeting, the McCall Area Planning and Zoning Commission held a properly noticed public hearing and approved the Subdivision Preliminary Plat.

During its regularly scheduled July 12, 2022, meeting, the McCall Area Planning and Zoning Commission approved the Subdivision Final Plat

Location: In the NE ¼ of the NE ¼ situated in Section 18, T18N, R3E, B.M., City of McCall, Valley County, Idaho.

Public Notices: Public hearings are not required for Subdivision final plat review pursuant to MCC 9.2.07.

Zoning: R8 – Medium Density Residential

Property Size: 2.82-acres

APPROVAL STANDARDS

Title 9, Chapter 1

Subdivision and Development Provisions

1. **The applicant, based on the size of the proposed subdivision, was not required to submit an accompanying Planned Unit Development application.** Per McCall City Code Section 9.1.02 a Planned Unit Development application is required in conjunction with a subdivision application in the R8 –Medium Density Residential Zone when the development exceeds 4.0 acres in size. The proposed development is 2.82-acres and is therefore not required to submit an accompanying Planned Unit Development application.
2. **No subdivision shall be approved which affects the ability of a political subdivision of the state, including school districts, to deliver services without compromising quality or service delivery to current residents or imposing substantial additional costs upon current residents, unless the subdivider provides for the mitigation of the effects of subdivision.** The proposal is for twelve (12) parcels and is therefore not considered a large subdivision, as such, the proposed development will not put undue pressure on the school district or other public service providers.
3. **When an owner of contiguous parcels proposes to subdivide any portion of the contiguous parcels, an area development plan shall be submitted and approved. The commission and council shall evaluate the following basic site criteria and make appropriate findings of fact regarding the area development plan.**
 - a. **Streets, whether public or private, provide an interconnected system and shall be adequate to accommodate anticipated vehicular and pedestrian traffic and to meet the requirements of its functional classification.** The subdivision is accessed by an existing interconnected private street that has been determined to be adequate to accommodate the anticipated vehicular and pedestrian traffic. Internal access will be provided by Big Horn Court, a private street which will be built to City standards.

- b. Nonvehicular circulation routes provide safe pedestrianways and bicycleways and provide an interconnected system to streets, parks and green space, public lands, or other destinations.** Big Horn Court provides an interconnected bicycle and pedestrian street system with access to both Verita Road and Broken Ridge Commons to the east and future development to the west. Verita Road is not designated for any additional pathways' improvements in the McCall Area Pathways Master Plan.
 - c. Water main lines and sewer main lines are designed in the most effective layout feasible and meeting the applicable standards.** Water and sewer infrastructure exist within the Verita Road right-of-way.
 - d. Other utilities, including power, telephone, and cable, are designed in the most effective layout feasible.** All utilities shall be installed underground, including any existing overhead power utilities, which shall be relocated underground in accordance with Idaho Power specifications.
 - e. Park land is most appropriately located on the contiguous parcels.** The applicant is proposing an in-lieu contribution not to exceed \$24,000 to fund improvements on a nearby park site.
 - f. Grading and drainage are appropriate to the contiguous parcels.** Final engineering approval is required prior to any construction, which will ensure that grading and drainage are appropriate to the contiguous parcels.
 - g. Development avoids easements and hazardous or sensitive natural resource areas.** No hazardous or sensitive areas are identified on site.
- 4. The subdivision application contains more than four (4) lots and is therefore not eligible for the Record of Survey procedure.** The subdivision contains twelve (12) lots and is therefore not eligible for the Record of Survey procedure.

- 5. All subdivisions of land, records of survey, and all dedications and vacations of streets must comply with the McCall area comprehensive plan as adopted by the council and with the current zone as defined in title III of the McCall City Code.** The proposed subdivision complies with all requirements of the McCall City Codes Titles 3 and 9 and is in conformance with the 2018 McCall Area Comprehensive Plan.

Subdivision Design Standards [MCC Title 9, Chapter 3]

- 1. Blocks:** The access allows for only one tier of blocks.
- 2. Lots:** The lot size, width, depth, shape, orientation, and the minimum building setback lines conform to applicable zoning and be appropriate for the location of the subdivision and for the type of development and use contemplated. Every lot abuts upon a street.
- 3. Streets:** The subdivision is accessed by an existing interconnected private street that has been determined to be adequate to accommodate the anticipated vehicular and pedestrian traffic. Internal access will be provided by Big Horn Court, a private street which will be built to City standards.
- 4. Alleys:** N/A
- 5. Easements:** A new twelve (12) foot wide snow storage and utility easement is identified along all street frontages. Prior to execution and recordation of the Subdivision Final Plat, all easements shall be indicated on the final plat and shall be formally documented with signed declarations and recorded with the plat.
- 6. Pedestrian and Bicycle Pathways and Greenbelts:** Big Horn Court provides an interconnected bicycle and pedestrian street system with access to both Verita Road and Broken Ridge Commons to the east and future development to the west. Verita Road is not designated for any additional pathways' improvements in the McCall Area Pathways Master Plan.
- 7. Snow Storage:** Adequate snow storage is identified on the preliminary plat.
- 8. Monuments and Signage:** None proposed.

- 9. Parks:** Per MCC 9.3.101, a parks contribution is required when a development includes nine (9) or more parcels. The applicant is proposing an in lieu contribution not to exceed \$24,000 to fund improvements on a nearby park site.

Subdivision and Development Improvement Requirements [MCC Title 9, Chapter 6]

- 1. Streets:** The subdivision is accessed by an existing interconnected private street that has been determined to be adequate to accommodate the anticipated vehicular and pedestrian traffic. Internal access will be provided by Big Horn Court, a private street which will be built to City standards.
- 2. Street Name Signs:** N/A
- 3. Street Lighting:** N/A
- 4. Sidewalks:** No sidewalks exist on site or are proposed.
- 5. Drainage Facilities:** Final engineering approval is required prior to any construction, which will ensure that drainage is appropriate.
- 6. Water Supply:** Water service to each parcel shall be required at the time of development of each parcel. Capitalization and connection fees shall be paid at the then-current rates in effect. Please contact Levi Brinkley, Water Distribution System Supervisor at 208.634.1011 for more information concerning water meter and service requirements.
- 7. Sanitary Sewer:** The sewer district has reviewed the subdivision application and determined that the proposed development meets the allowed sewer design density. Additional sewer service connections per District specifications will need to be installed for some of the lots. Prior to issuance of a building permit for any parcel, proof of sewer connection permit is required.
- 8. Dry Lines:** N/A
- 9. Paved Pathways:** No paved pathways exist on site or are proposed.

- 10. Underground Power and Telephone:** All utilities shall be installed underground, including any existing overhead power utilities, which shall be relocated underground in accordance with Idaho Power specifications.
- 11. Landscaping:** All parcels are heavily treed. No trees are proposed for removal at this time.
- 12. Irrigation Wells:** N/A
- 13. Drainage:** Final engineering approval is required prior to any construction, which will ensure that drainage is appropriate.
- 14. Building Numbers:** Building numbers are required to be displayed in accordance with McCall Addressing Standards prior to issuance of a certificate of occupancy.
- 15. Perimeter Walls, Gates and Berms:** N/A
- 16. Perimeter Fencing:** None proposed
- 17. Driveways:** Drive approaches shall be located a minimum of 10' from property lines, such that the minimum space between any two drive approaches shall not be less than 20'. Drainage culverts may be required for crossings of the roadside ditch.

Development Agreement [MCC 9.6.06]

The developer is not currently proposing to defer any public infrastructure; therefore a development agreement is not required. At a future date, if the developer chooses to record a final plat prior to completion of all public improvements, a development agreement could be required.

Other Provisions Applicable to All Subdivisions and Development [MCC 9.7.09]

- 1. Public Places:** N/A
- 2. Streets and Access:** The subdivision is accessed by an existing interconnected private street that has been determined to be adequate to accommodate the anticipated vehicular and pedestrian traffic. Internal access will be provided by Big Horn Court, a private street which will be built to City standards.

3. Culture/Community: No historic ranching or farming operations, buildings, or sacred site are identified within the development.

4. Visual

- a. **Identify and preserve unique views.** The development does not impede any unique views.
- b. **Minimize exotic landscaping, the size of building footprints, and the amount of impervious surface devoted to roadways.** Building footprints are not identified. As each lot develops it will be required to meet McCall development standards.
- c. **Where vegetation of the natural landscape is sparse, limit additional landscape plantings, except for native plants.** The proposed parcels are all partially treed with native vegetation, which will remain.
- d. **Where natural vegetation or topography does not allow for "hiding" development, locate structures such that they are subordinate to the horizon and significant view sheds.** The applicant is required to submit an improved landscape plan for the common areas and screening adjacent to Verita Road.
- e. **Cluster developments in a manner so as to maximize visually significant open space.**
N/A
- f. **Nestle structures below ridgelines and with the folds of hills.** N/A
- g. **Avoid or mitigate ridge top "skylining" that alters the natural land profiles with built structures.** N/A
- h. **Minimize visual clutter within scenic corridors.** The development is not located on a scenic corridor.
- i. **Design buildings on hillsides to follow the natural terrain in a manner that minimizes earth disturbance.** N/A

- j. **Preserve and protect significant foreground views along scenic corridors.** The development is not located within a scenic corridor.
 - k. **Avoid fencing altogether to allow the landscape to flow uninterrupted.** No fencing is proposed at this time.
5. **Architecture and Design:** No structures or design guidelines are proposed at this time. Each lot will be sold and developed individually and shall adhere to all elements of the McCall City Code and Design Guidelines at the time of development.

DEPARTMENT/AGENCY COMMENTS

Agency –

McCall Public Works

The Public Works Department has reviewed the documents submitted for review for the final plat for **FP22-01** and have the following comments and concerns.

Plat:

1. Watermain easement needs to be extended on the plat on the western end of Big Horn Ct to Karen St.
2. The 12' snow storage/removal, drainage and utility easement needs to extend along the westerly edge of Lots 6 and 7.
3. On Sheet 1, the easement line for the drainage easement crosses Big Horn Ct. Is the drainage easement needed here? There is a discrepancy between sheet 1 and 2 regarding this easement.
4. All rights-of-way shown on the plat need to be labeled with their full widths.
5. The plat requires two ties to the McCall Control network. These ties shall be to the nearest control points and on separate corners on the drawing.
6. The plat consists of many inconsistencies with the road name. Is the road named Big Horn Court or Bighorn Court? Please revise the plat and notes accordingly so the name is consistent.

7. Once the final plat draft is complete, two digital CAD files, prepared in accordance with the City's digital data submission standards (DDSS) shall be provided. The complete DDSS guidance document can be found here: <https://evogov.s3.amazonaws.com/141/media/115532.pdf>

Financial Guarantees:

1. The Applicant team has not reached out for acceptance of the public infrastructure or identified if an escrow will be provided to finalize the final plat. One or the other needs to occur. If the applicant team wishes to provide an escrow, a meeting with City Staff, the District, and the applicants engineer and inspector, needs to be setup to determine items that still need to be finalized. A punch list will be generated from this meeting setting the foundation for an accurate escrow amount to be determined.
2. The private roadway maintenance, snow removal and cost forecasting plan shall be submitted for review and approval by the City Engineer, per MCC: 9.6.05.F.1. This plan shall serve as the basis for establishing necessary private road maintenance dues that will be collected by the HOA.

Construction Drawings:

1. Within 30 days of the completion of construction, you are required to submit record drawings (paper, PDF, and digital drawing versions), in accordance with the City's digital data submission standards (DDSS) and IDEQ requirements.
2. The final landscaping plan needs to be included in the record drawings submitted to the City.
3. Upon completion of construction, the City will conduct an inspection of the project. This inspection, combined with successful documentation of all testing, easement/plat filing, and record drawings, will be the requirements of final acceptance for the project.

The comments above, except for the "Construction Drawings", will need to be addressed prior to final plat approval from the Engineering Department, and City signature on the plat, which are required prior to Building Permit Issuance. Please let me know if you have any further questions or concerns.

Valley County Cartography

In an email dated June 24, 2022, the Valley County Cadastral Specialist had the following comment:

“Please have the surveyor review the distance along the west boundary of Open Space A; Block is referenced in the legend/missing in the plat; distances references for the east boundary of Open Space A & B are a bit deceiving; Ownership is currently under "Net Profit LLC"; prior to recording.”

Payette Lakes Recreational Water and Sewer District (PLRWSD)

See attached letter dated June 2, 2022.

Central District Health

See attached letter date stamped June 9, 2022.

Public –

No public comment has been received.

CONCLUSIONS OF LAW

1. The City of McCall has provided for the processing of application for Subdivision, authorized by Section 67-6512, Idaho Code, pursuant to Title 3, Chapter 13 of McCall City Code.
2. Public notice of the final plat application is not required.
3. Upon compliance with the conditions noted below, the application meets the Subdivision Standards set forth in Title 9 of McCall City Code.

DECISION

THEREFORE, the McCall City Council hereby **approves** this Subdivision Final Plat application, provided that the following conditions are met:

1. Prior to recordation, the applicant shall receive final engineering approval.
2. If the applicant wishes to utilize the ACC approval process, the applicant shall provide the following:

- a. A copy of the ACC Design Guidelines for review and approval by the McCall Area Planning and Zoning Commission.
 - b. A revised copy of the CC&Rs with a statement stating, “If a conflict occurs between McCall City Code and the approval criteria herein, the more restrictive shall govern.”
 - c. A revised copy of the CC&Rs with a statement stating, “No amendments to the Design Guidelines shall occur without the consent of the City of McCall.”
3. Prior to issuance of a building permit for any lot, proof of sewer permit shall be required.
4. No building permits shall be issued until the final plat has been recorded.
5. Prior to recordation of the final plat, the applicant shall provide a revised final plat with a note stating whether Big Horn Court may be extended in the future for vehicular access.
6. Prior to recordation of the final plat, the applicant shall provide a landscape plan for the common areas and adjacent to Verita Road.
7. Prior to execution and recordation of the Subdivision Final Plat, the applicant shall construct all required street and pathway improvements and underground the overhead utility lines and shall obtain final approval of these aspects from the City of McCall. Alternatively, the applicant shall obtain approval of a Development Agreement with the City and shall provide financial assurances for any deferred improvements.
8. Pursuant to McCall City Code (MCC 9.2.07(F)), final subdivision plat approval shall lapse and become void whenever the applicant has not recorded the plat within eighteen (18) months from the date of final plat approval by McCall City Council. Alternatively, the applicant shall obtain approval of a Development Agreement with the City that details a phasing plan and completion timeline.

9. Prior to execution and recordation of the Subdivision Final Plat, the applicant shall provide digital files of the plat in accordance with the McCall Digital Data Submission Standards.
10. Prior to execution and recordation of the Subdivision Final Plat, all easements shall be indicated on the final plat and shall be formally documented with signed declarations and recorded with the plat.
11. 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 for the permanent records of the city within sixty (60) days of completion of the construction.

Findings of Fact **adopted** this 22nd day of SEPTEMBER, 2022.

Robert S. Giles, Mayor

Attest:

BessieJo Wagner, City Clerk

STATE OF IDAHO,)
 : ss:
County of Valley)

On this _____ day of _____, 2022, before me, a Notary Public, appeared ROBERT S. GILES 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
McCall



PAYETTE LAKES RECREATIONAL WATER AND SEWER DISTRICT

201 Jacob Street • McCall, Idaho 83638 • office 208-634-4111 • fax 208-634-7613

June 2, 2022

Brian Parker
City of McCall
216 East Park Street
McCall, Idaho 83638

FP-22-01 / Bighorn Subdivision

Brian:

Payette Lakes Recreational Water and Sewer District has reviewed the proposed project at the above referenced address, and has the following comments.

1. There is a sewer service connection for the 12 lots that are shown in the plat. However none of the 12 lots are big enough for an additional hookup, per PLRWSD density policy. In the area of construction, the sewer service connection and manhole(s) shall be protected from damage during demolition of the existing structures and construction of the proposed structure to prevent excessive water, or debris from entering the sewer system. Failure to do so will result in the owner/contractor being responsible for any cost incurred by the District for cleaning or removing debris that enters the sewer system.
2. Purchase of a sewer connection permit will be required before a building permit is issued and construction begins.
3. Inflows of surface water and excessive infiltration are prohibited. Such prohibited sources of inflow shall include, but not be limited to, the following: Heating, cooling, or water system discharges in excess of one thousand gallons per day, storm water connections, sub-water drains, floor drains located within garages, foundation drains, roof drains, swimming pools, street drains, basement drains, sump pumps and abandoned sewer lines.
4. The owner/contractor shall notify the District two (2) business days before connection to the sewer stub.

Please contact me should you have any questions.

Best Regards,

Jeff Bateman

Manager, Payette Lakes Recreational Water and Sewer District
Email: jbateman@plrwsd.org

RECEIVED

By Brian Parker at 9:07 am, Jun 09, 2022



Valley County Transmittal
Division of Community and Environmental Health

Return to:

- Cascade
- Donnelly
- McCall
- McCall Impact
- Valley County

Rezone # FP2201

Conditional Use # _____

Preliminary / Final / Short Plat _____

Big Horn Sub

- 1. We have No Objections to this Proposal.
- 2. We recommend Denial of this Proposal.
- 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
 - high seasonal ground water
 - waste flow characteristics
 - bedrock from original grade
 - other _____
- 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
 - central sewage
 - community sewage system
 - interim sewage
 - central water
 - individual sewage
 - individual water
 - community water well
- 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
 - central sewage
 - community sewage system
 - sewage dry lines
 - central water
 - community water
- 10. Run-off is not to create a mosquito breeding problem
- 11. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- 12. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- 13. We will require plans be submitted for a plan review for any:
 - food establishment
 - swimming pools or spas
 - beverage establishment
 - grocery store
 - child care center

14. Application and Engineering Report Required.

Reviewed By: [Signature]
Date: 6/8/22

City Council Upcoming Meetings Schedule

September 23, 2022 – 9:00 – 11:00 a.m. TEAMS Virtual and Legion Hall – Special Work Session

1. –Cancelled

NOTE: Regular Council Meetings are now on the 1st and 3rd Thursdays of the month through the end of the year to accommodate for the Holiday Season

October 3, 2022 West Central Mountains Economic Development Summit – 10:00am-4:30 pm Shore Lodge

October 6, 2022 - 5:30 pm, TEAMS Virtual and Legion Hall – Regular Meeting (Anette out of Office)

1. Clerk License Report - **Consent**
2. Chamber Report
3. Monthly Department Reports
4. Committee Minutes - **Consent**
5. ADA Transition Plan Check in (BessieJo)**30 Min**
6. **PUBLIC HEARING** Re-Adopt Ord 1009 and Summary Vendors and Food Truck (Brian)**30min**
7. **PUBLIC Hearing** STR Fees and Parking (BessieJo)**30 Min**
8. New Hangar Lease (Emily)**5min**
9. Easements Deinhard and 55 (Nathan) **10min**
10. Youth Council adoption of By-laws Resolution (Meredith & BessieJo) **10min**
11. **PUBLIC HEARING** CDBG - Substantial Completion of Senior Center Site Improvement Project (Delta) **15min**
12. Purchasing Policy Update (tentative)(Morgan/Linda?)
13. Running Horse Deed Restriction (Brian) **Consent**

October 17, 2022- 3-4:30 pm – TEAMS or Cascade Courthouse County Commissioners Joint meeting with City Council

1. Review of Valley County Waterways Management Draft Plan (Michelle)

October 20, 2022 - 5:30 pm, TEAMS Virtual and Legion Hall – Regular Meeting

1. Clerk License Report - **Consent**
2. Treasurer's Monthly Report (Linda) - **Consent**
3. McCall Redevelopment Agency Annual Report
4. **PUBLIC HEARING** snow removal fees

October 21, 2022 – 9:00 – 11:00 a.m. TEAMS Virtual and Legion Hall – Special Work Session

1. City Property and Alleyways Discussion Tentative

October 27, 2022 – 5:30 pm TEAMS Virtual and Legion Hall – Special Session Tentative

1. Environmental sustainability initiatives update (Michelle/Meredith)

November 3, 2022 - 5:30 pm, TEAMS Virtual and Legion Hall – Regular Meeting

1. *Clerk License Report - Consent*
2. *Chamber Report*
3. *Monthly Department Reports*
4. *Committee Minutes – Consent*
5. *Establishing a Consultant Roster (tentative)(Morgan)*

November 17, 2022 - 5:30 pm, TEAMS Virtual and Legion Hall – Regular Meeting

1. *Clerk License Report - Consent*
2. *Treasurer’s Monthly Report (Linda) - Consent*
3. *Historic Preservation Commission Annual Report*
- 4.

November 18, 2022 – 9:00 – 11:00 a.m. TEAMS Virtual and Legion Hall – Special Work Session

- 1.

December 1, 2022 - 5:30 pm, TEAMS Virtual and Legion Hall – Regular Meeting

1. *Clerk License Report - Consent*
2. *Chamber Report*
3. *Monthly Department Reports*
4. *Committee Minutes - Consent*

December 15, 2022 - 5:30 pm, TEAMS Virtual and Legion Hall – Regular Meeting

1. *Clerk License Report - Consent*
2. *Treasurer’s Monthly Report (Linda) - Consent*
3. *Parks & Recreation Advisory Committee Annual Report*
4. *Resolution to Pay Bills (Linda)*

December 16, 2022 – 9:00 – 11:00 a.m. TEAMS Virtual and Legion Hall – Special Work Session

1. *ADA Transition Plan Presentation – Recommendations (BessieJo)*

To be Scheduled:

1. *MCC Title 6 Re-write (Nathan Stewart)*
2. *Investment Policy update (Linda)*
3. *Continuous Billing Code Amendment First Touch (Linda)*
4. *Request to approve Artwork Commission Agreement for Library public art project (Delta) 20 min*
5. *Joint with County STR Discussion 1hr*
6. *Public Hearing Ordinance for FD Impact Fees*
7. *Clubhouse ADA Ramp (Eric) 10min*