

McCALL AREA PLANNING AND ZONING COMMISSION

Agenda

February 2, 2021 – 4:30 p.m.

McCall City Hall – Lower Level

216 East Park Street, McCall, ID 83638

Due to McCall's commitment to "flatten the curve" in response to the COVID-19 Emergency and ensuring that the City's Business continues, this meeting will be a virtual meeting. Use a phone to call 208-634-8900, when prompted enter Conference ID 668 081 691#. If there are any questions, contact Morgan Bessaw, City Planner (contact provided below).

The Meeting Room Occupancy Capacity subject to the 6-foot social distancing recommendation of Centers for Disease Control and Prevention in addition to the Commissioners and staff who are anticipated to be in attendance is 6.

Social Distancing will be enforced.

The first 6 persons who appear will be allowed to be present in the meeting location. All other persons may be in attendance virtually via Teleconference.

COMMISSION MEETING – Begins at 4:30 p.m.

CALL TO ORDER AND ROLL CALL

1. REVIEW & APPROVAL OF MINUTES

- January 5, 2021
- January 19, 2021

2. PRELIMINARY DEVELOPMENT PLAN REVIEW MEETINGS

Pre-Application

400 Krahn Lane

Vince Beer for Idaho Properties LLC: A Preliminary application for a Conditional Use Permit to construct a storage unit facility. The property is zoned CC – Community Commercial and is more particularly described as:

Tax Parcel number 187 situate in the SE ¼ of the SE ¼ of Section 16, T18N, R3E, B.M., Valley County, Idaho.

3. NEW BUSINESS

PUD-20-01, SUB-20-04, DR-20-49, SR-20-13 and Development Agreement

TBD Forest Street

Steve Millemann for Net Prophet LLC: A Planned Unit Development Preliminary Plan, Subdivision Preliminary Plat, Design Review and Scenic Route applications and associated Development Agreement to construct thirteen detached, single family dwelling units, one of which will be a deed restricted local housing unit. The parcels are zoned R4 – Low Density Residential and are more particularly described as:

Tax parcel 218 in lots 7, 8, &9, and Lot 6, and Tax parcel 232 in Lot 5, Block E, Brundage Subdivision, Section 8, T18N, R3E, B.M., City of McCall, Valley County, Idaho.

PUBLIC HEARING

CUP-20-03, DR-20-46

901 Second Street

Hatch Design Architecture for William Sifford: A Conditional Use Permit and Design Review application to construct a 4 story, mixed use building to contain retail, hostel and 4 apartment units. The property is zoned CBD – Central Business District and is more particularly described as:

Lots 19 & 20 of Block 3 of McCall situate in Section 9, T18N, R3E, B.M., City of McCall, Valley County, Idaho.

PUBLIC HEARING

PUD-05-01 Development Agreement Amendment

Whitetail Development

Amy Pemberton for Shore Lodge Whitetail LLC: An application to amend the Development Agreement to relocate an existing gate in Whitetail. The total number of gates will remain the same. The property is zoned RR – Residential Rural and is more particularly described as:

Whitetail Development situate in Section 7, T18N, R3E and Section 11, T18N, R2E, B.M. City of McCall, Valley County, Idaho.

PUBLIC HEARING

DR-20-44

641 Stockton Drive

Charles Carpy: A Design Review application to construct a residence with attached garage in excess of 3,500 square feet. The property is zoned R1 – Residential and is more particularly described as:

Tax Parcel Number 53 in Lot 15, Block 1 of West Place Subdivision situate in the SW ¼ of Section 15, T18N, R3E, B.M., Valley County, Idaho.

PUBLIC HEARING

DR-20-48, SH-20-08

2075 Lakeview Ave.

Courtney Snyder of McCall Design and Planning for Rousseau: A Design Review and Shoreline Review application to construct a 1,000 square foot living space addition and a 622 square foot desk extension to an existing 2,700 sq. ft. residence adjacent to Payette Lake. The property is zoned R4 – Low Density Residential and is more particularly described as:

Lot 28 of the Harris Cove Subdivision situate in the N ½ of Section 2, T18N, R3E, B.M., City of McCall, Valley County, Idaho.

PUBLIC HEARING

4. OTHER

- Signs approved administratively

5. ADJOURNMENT

**McCALL AREA
PLANNING AND ZONING COMMISSION**

**Special Meeting Agenda
January 19, 2021 – 3:30 p.m.**

**McCall City Library
218 East Park Street, McCall, ID 83638**

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Social Distancing will be enforced.

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COMMISSION MEETING – Begins at 3:30 p.m.

CALL TO ORDER AND ROLL CALL

Commissioner Fereday, Commissioner Thompson, Commissioner Lyons and Commissioner Clements were present. Commissioner Tunnell, Commissioner Broyles and Commissioner Krahn are absent. Community and Economic Development Director Michelle Groenevelt, City Planner Morgan Bessaw and Permit Technician Rachel Santiago-Govier were also present as well as Consulting Attorney Diane Kushlan.

1. NEW BUSINESS

Commission Training: Diane Kushlan and Associates will be leading a training for the Commission and staff on How to be an Effective Commissioner and the Basics of Land Use Planning. Not an action item.

2. ADJOURNMENT

Commissioner Lyons made a motion to adjourn. Commissioner Clements seconded the motion. All Commissioners voted aye and the meeting was adjourned.

City of McCall

216 East Park Street
McCall, ID 83638
Phone (208) 634-7142
Fax (208) 634-3038



City of McCall
COMMUNITY
DEVELOPMENT

PRE-APPLICATION MEETING FORM

The Applicant will present to the Administrator and Commission, in a scheduled meeting, but a non-public hearing, a *preliminary development plan* for review and discussion. All materials to be reviewed and discussed shall be provided, or be available, to Commission members at a regular scheduled meeting of the Commission. The pre-application meeting (no fee involved) is required for all land use applications except Record of Survey, Design Review and Scenic Route applications. Please contact the Community Development Department at (208) 634-7052 to schedule a pre-application meeting.

Please check all that apply:

- Annexation or Rezone (ZON)
- Conditional Use Permit (CUP)
- Planned Unit Development (PUD) General Plan
- Planned Unit Development (PUD) Final Plan (no fee)
- Subdivision (SUB) Preliminary Plat
- Subdivision (SUB) Final Plat (no fee)
- Street Vacation (VAC)
- Variance (VAR)

Date Received: _____

Applicant Information

Applicant: Idaho Properties LLC Phone/Email: _____

Applicant's Mailing Address: _____

Agent/Representative: Vince Bear Phone/Fax/Email: 720-455-6043

Agent/Representative's Mailing Address: 12741 E Caley Ave # 128 Centennial CO 80111

Address of Subject Property: 400 Krahn Lane McCall ID 83638

Legal Description of Property: Tax No 187 in SE4 SE4 S16 T18N R3E

Zoning District of Property: Community Commercial

Explain the general nature of what is proposed:

We would like to build storage units around the existing home. Keeping that home as worker housing. Because there is no water or sewer to the parcel storage is about the only option for current development. We are leaving land open in the front of the lot for future worker housing.

*Please submit four (4) hard copies of the preliminary development plan with this form, not greater than 11" by 17" in size. Please also include a digital copy of the preliminary development plan.

Vince Bear

6600 E. Hampden Ave
 Denver, CO 80224
 P: 303.756.4337
 F: 303.756.4704

Sunward Steel Buildings



**McCall
 Idaho
 Valley Conuty**

Site Address:
 400 Krahn Ln
 McCall, ID 83638

Zoning:
 Class:

Issued For:

No.	Date	Description
1.	11.30.2020	CLIENT INITIAL REVIEW (NOT FOR CONSTRUCTION)
2.	01.06.2021	CLIENT REQUESTED REVISIONS 1 (NOT FOR CONSTRUCTION)

Key Plans:

Project Number:
202036.00

Date:
November, 20 2020

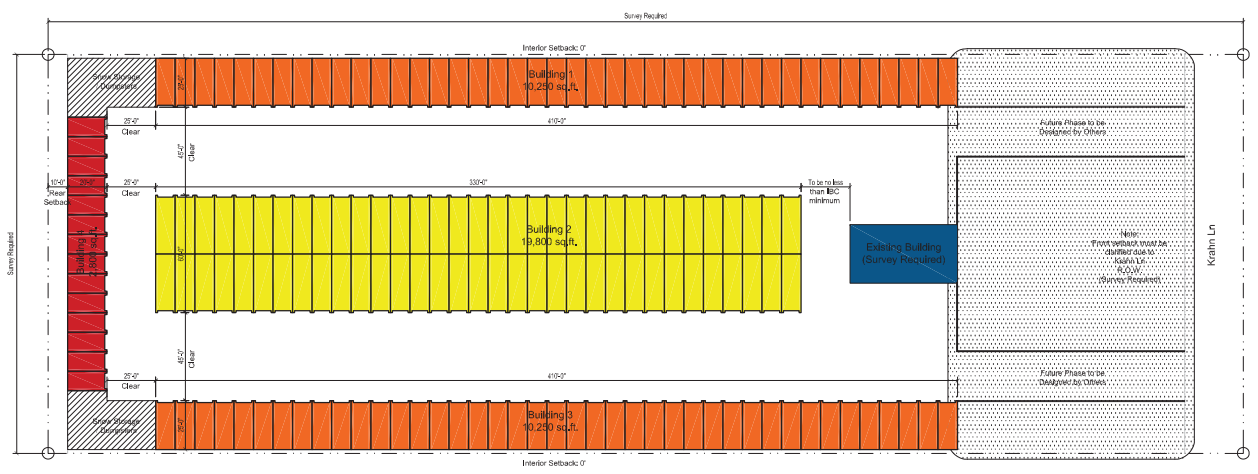
Sheet Title:
 Site Utilization Plan

Sheet Number:
AS-01

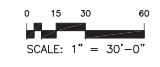
Legend

- A - (10' x 20') 14
- B - (10' x 20') 82
- C - (10' x 30') 66

Unit Totals = 162



Site Utilization Plan



- Disclaimers:**
- Existing building / plat dimensions are approximate and have been recreated to the best of our ability based up information provided.
 - This plan is for design purposes only. All dimensions are approximate and field verification should take place.
 - A pre-submittal plan review should take place with local planning / fire departments.

**McCall Area Planning and Zoning Commission
Staff Report**

PUD-20-01, SUB-20-04, DR-20-49, SR-20-13

Running Horse PUD

February 2, 2021

Applicant: Net Prophet LLC
Agent: Steve Millemann
Application: Planned Unit Development Preliminary Plan, Subdivision Preliminary Plat, Design Review and Scenic Route applications and associated Development Agreement
Zoning: R4 – Low Density Residential and Scenic Route Overlay

Description

Planned Unit Development Preliminary Plan, Subdivision Preliminary Plat, Design Review and Scenic Route applications and associated Development Agreement to construct thirteen detached, single family dwelling units, one of which will be a deed restricted local housing unit.

Lot Coverage: The lot is currently 3.3 acres (143,748 sq. ft.). After the new private road is platted, the lot size is reduced to 2.5 acres (108,900 sq. ft.). The total structure footprints plus the driveways and parking areas outside the private road right-of-way total 23,673 sq. ft. or 21.7% coverage. Per MCC 3.3.06, a single-family parcel of 108,900 sq. ft. would only be permitted 14% coverage. However, per the admin determination on residential developments where multiple units are located on a single parcel, the applicant shall be permitted to divide the total lot size in sq. ft. by the number of proposed dwelling units. The resulting number in sq. ft. shall be used in Figure 3.3.06 to determine the maximum permitted lot coverage in percentages. In this case, that number is 8,377 sq. ft., which would permit approximately 32% lot coverage.

Building Height: The maximum height of the tallest structure proposed, Building Design B, is 28 ft. 3 ¾ in.

Proposed Setbacks: The required setback within the proposed R4 – Low Density Residential zone is twenty-five feet (25 ft.) from the property lines along W. Lake St., 15 ft. from either side property line, and 10 ft. from the southerly rear property line. The submitted general plan proposes a minimum setback of thirty-five ft. from the property line fronting W. Lake St., 20 ft. from either side property line, 16 ft. from the southeast property line to the deed restricted local housing unit, and 10 ft. from the southwesterly property line to the nearest unit.

Parking Spaces: McCall City Code (MCC 3.8.062) requires that single family homes provide a minimum of two (2) parking spaces per residential unit. The design of the structures to be constructed all include a two car garages. Therefore, the parking requirement has been met. In addition to the garage parking provided, the applicant has provided nine (9) shared common parking spaces for guests, which is not required by code. Therefore, more than adequate parking spaces are provided within the proposed development.

The project meets the underlying zoning of R4 – Low Density Residential. The applicable regulations under Title III and Title IX of McCall City Code are met, the following alleviations from the development standards are requested by the applicant:

- a. Requirement for dedication of park area, pursuant to MCC 9.3.102. The development proposes thirty (13) residential units, which would require dedication of 0.36 acres to a public park. In lieu of a dedicated park area, the applicant proposes to dedicate and construct a paved public pedestrian pathway along west Lake Street to the east bound side of property connecting to West Forest St. Decorative fencing panels will be displayed along the pathway as well. Owners would build pathway and dedicate to City and be the in-lieu parks contribution, estimate of project cost is \$65,00 for the pathway. The project would be consistent with the Pathway and Bike Masterplans aligning with the use Forest St. for pedestrians. This amenity would create a safe connection for owners and the public, and has been recommended by the McCall Parks and Recreation Advisory Committee.
- b. Pursuant to McCall City Code section 3.10.08.G, each dwelling unit should be provided with a minimum of one hundred (100) sq. ft. of private, landscaped, open space. The proposed development does not provide private space for each individual unit, but does provide common open space and amenities.
- c. Pursuant to MCC 9.3.04, the minimum street right-of-way width in the City shall be sixty feet for minor streets. The applicant is proposing a right-of-way width of 50 ft. However, because the road is private and will be maintained by the HOA, and the street within the development is proposed to function more similarly to a driveway than a private street, the reduction in the right-of-way width appears to be adequate.
- d. The applicant is proposing an alleviation from the garage standards described in MCC 3.8.20, which require that the length of the garage wall facing the street may be up to fifty percent of the length of the street facing building façade. However, the McCall Area Planning and Zoning Commission is permitted to consider exceptions to these standards through the design review process if warranted by the design.
- e. Per MCC 3.3.03, the minimum lot size in the R4 – Low Density Residential zone is 10,000 sq. ft. with 75 ft. of street frontage. The applicant is proposing lots of approximately 2,000 sq. ft. to align with the structure footprints and to preserve the remaining development in common area open space. Per 3.10.07(B), the minimum lot size of the zone may be reduced within the density limits of the zone provided the total number of units meets the underlying density, which the application does comply with.

The development includes the following amenities incorporated in the preliminary plan:

- a. Paved pedestrian pathway system of 10 ft. in width connecting the W. Lake St. and Mather intersection to Forest St, which is identified for pedestrian connections in the pathways master plan.
- b. Open space in excess of the 10% required by code. The applicant is proposing approximately 50% open space and to preserve as many trees and natural landscape as possible during construction.
- c. Decorative fence panels with metal cutouts of running horses representing the Development's name along the public pathway.
- d. One deed restricted local housing unit.

Code Narrative

The Future Land Use Map within the 2018 McCall Area Comprehensive Plan indicates the continued zoning of the subject property as low to medium density residential. The project provides one local housing unit in addition to the twelve new single structures. The developer has provided draft CC&Rs that prohibit the use of the structures as Short Term Rentals for 30 days or less but do allow the structures to be rented for longer periods, providing the possibility for year round ownership and rentals, which furthers the Comp Plan goal to support stable employment opportunities by providing year round housing for workers.

MCC 3.10.08F requires a minimum of 10% open space for PUD projects.

Per 3.10.07(B), the minimum lot size of the zone may be reduced within the density limits of the zone provided the total number of units meets the underlying density, which the application does comply with.

MCC 9.3.102 requires a parks contribution of 0.0277 acres for each dwelling unit.

Pursuant to McCall City Code (MCC 9.2.06.H), preliminary subdivision plat approval shall lapse and become void whenever the applicant has not applied for final plat approval within eighteen (18) months from the date of preliminary plat approval by McCall City Council. Alternatively, the applicant shall revise their Development Agreement with the City to include a phasing plan and completion timeline.

The PUD General Plan approval shall lapse and become void in the applicant has not submitted for PUD Final Plan approval within eighteen (18) months of approval of the PUD General Plan.

Pursuant to McCall City Code (MCC 3.16.08), design review approval shall lapse and become void whenever the applicant has not applied for a building permit within one year from the date of initial approval.

Design Guideline Narrative

Please see the attached Findings and Conclusions document for Design Guideline analysis.

Comments

Agency –

McCall City Engineer

In a review letter dated January 27, 2021, the City Engineer stated the following:

Preliminary Plat and Guidance for Final Plat:

1. Based on our review of the preliminary plat (Secesh Sheet 1 of 1) and subsequent plans and documents, it appears that all required information or the preliminary plat has been provided.
2. Preparation of the final plat shall conform to the City's final plat requirements including the submittal of digital files in accordance with the City's digital data submission standards (DDSS).

3. All proposed easements required for the project (both onsite and offsite) shall be properly noted on the plat and/or have instrument numbers included for any separate recorded easement documents that are pertinent to the easements described on the final plat.
4. A 12 foot snow storage and utility easement should be added to the subdivision frontage along Forest Street.
5. The public pathway easement along E. Lake should also include snow storage and utility uses, since both will be necessary to handle drainage and snow removal from the pathway and road.

Preliminary Utility Plan (Sheet C4): Comments below are specific to the proposed water infrastructure that will be designed and constructed in accordance with the City of McCall and Idaho Department of Environmental Quality (IDEQ) Standards:

1. A fire flow analysis will need to be conducted by the City's water modeling consultant (SPF Water). Please provide the CAD linework for the proposed water main (tied to the City's McCall Modified Grid (MMG survey control network) including its connection points into the existing mains on Mather and Forest, so that we can complete the analysis.
2. Because the northern EOP of the separated pathway along SH-55 (between Mather and the propose project) will need to be located a minimum of twenty feet (20') from the existing fog line, it is likely that the water main location (across Ruby's Kitchen lot) may need to be moved south to accommodate landscaping between the pathway and the water main easement.
3. The existing water service (pit, setter, various fittings) that is proposed to be reused to serve Unit A-1 is out of compliance. Final plans water plans shall identify that contents of this meter pit (setter, box, lid, etc.) and any existing galvanized or non-plastic service line and fittings between the pit and edge of pavement within the SH-55 ROW shall be replaced with new in accordance with the City of McCall's water service standards.
4. An inline 8-inch gate valve shall be included on the new water main approximately between the proposed water services for Units A4/5 and Units A-2/3. This will provide additional control so a future main shut-downs can isolate and reduce the number of residences affected.
5. An 8-inch gate valve shall be added to the east side of the tee connection of the new main on Forest Street. The new tee shall also be 8-inch with subsequent 8"x6" reducer fittings.
6. A new 8-inch gate valve shall be added to the south side of the proposed 8-inch tee connection to the existing 8-inch water main on Mather. This tee will provide improved isolation capability for the area considering the location of the closest in-line valve is currently in the SH-55 drive lane, which presents safety and traffic control issues.
7. The location of the proposed water meter pits near plowed areas (i.e. Units 4/5 and Unit 6) and other proposed meter locations near or within the proposed roadside drainage swales is concerning. Final design shall include necessary bollard or other protection is provided to prevent vehicles or snowplows from driving over meters near parking lots and driveways. Final grading shall ensure that meters are not installed within drainage swales.
8. The roadside swale parallel proposed fire hydrant located on the south side of the cul-de-sac shall be minimized and/or have a small section of culvert installed to ensure easy foot access to the hydrant and frost protection over the hydrant 6-inch lateral line.

9. The final water civil plan shall comply with IDEQ standards and include a vertical profile that identifies the crossings of potable and non-potable water lines. The proposed water main and all service lines shall maintain six (6') feet of cover at all times.

Landscaping, Lighting, Power and Telecommunications Utilities: All utilities serving the units within the subdivision shall be located underground. As part of the final civil design package, additional utility plans (separate from the water and sewer plans) shall identify the location of:

1. Proposed street and pathway lighting and electrical control box/meter locations
2. Idaho Power electrical service lines and locations of transformers and j-boxes
3. Sparklight and/or Ziple Fiber telecommunications lines, j-boxes and transformers
4. A final landscaping and irrigation plan shall be prepared to identify the finalized location of proposed plantings and irrigation infrastructure. If a separate irrigation water service is proposed, please include that on the irrigation plan and the water utility plan.

Roadway, Grading, Drainage and Stormwater Management (Sheets C5 and C7): Overall, the proposed roadway and cul-de-sac lay out and grading, drainage and stormwater management design appears acceptable and compliant with the City's private street and subdivision standards. Below are specific comments that should be addressed when preparing the final design drawings.

1. Snow storage areas appear to be very limitThe location of Unit B-4 is within a couple feet of the proposed fifty foot (50') private ROW. We are concerned that snow storage adjacent the ROW may conflict with the location of this unit. Moving Unit B-4 further away from the 50-ft ROW is advised.
2. Constructing and maintaining 2-2.5 foot deep roadside swales with 13 foot width (as proposed in the typical sections) is challenging and can be difficult to prevent sloughing and filling in the flow-line and inlets for driveways and cross culvert. Flared end-sections or other retainment methods should be implemented to prevent the clogging of culvert inlets and disrupting drainage paths.
3. As discussed in previous meetings with the City Engineer, the northern edge of the proposed pathway should be located a minimum of twenty (20') feet south of the existing fog line for the eastbound lane of SH-55. This will ensure that a minimum of fifteen feet (15') of snow storage and swale area between road shoulder of SH-55 and the separated path. This may require that portions of the pathway be moved south slightly.
4. Grading and drainage design for the roadside swale between the eastbound lane of SH-55 and the separated pathway will be need to be incorporated into the final grading, drainage and stormwater management plans to identify how the final grading should occur and what conveyance facilities need to be enhanced/replaced to accommodate the new pathway and outlet of the onsite stormwater management facilities. An ITD encroachment permit will also be required for this work.
5. The final civil design submittal shall include a stormwater drainage report prepared in accordance with the City's drainage management guidelines (DMGs). A link to the City's DMGs is here: <https://evogov.s3.amazonaws.com/141/media/115536.pdf>. Specifically, the report shall address:

- a. Attenuation of the 10-year peak flow runoff flow rate to pre-development conditions
 - b. Treatment of the water quality runoff (95 percentile) storm event.
 - c. Resolution 16-10: <https://evogov.s3.amazonaws.com/141/media/115537.pdf> defines both the 10 year and 95% design storm 24 hour storm sizes
6. Per MCC: 9.6.05.F.1, a private roadway maintenance, snow removal and cost forecasting plan shall be submitted for review and approval by the City Engineer. This plan shall serve as the basis for establishing necessary private road maintenance dues that will be collected by the HOA.
 7. A signage and striping plan is also required. This could be combined as part of other roadway and/or site plans submitted as part of the final civil design package.

In summary, our preliminary review of the civil design components of this proposed PUD indicate that this project will likely be able to be designed to conform to the City and state of Idaho's design standards. Concurrence with the Payette Lakes Recreational Water and Sewer District (PLRWSD) is also necessary to ensure that sanitary restrictions can be released, and the project can be served with public sewer. Similarly, during review of the final civil design plans, determinations of water capitalization and connection fees and will-serve statements will be provided.

Payette Lakes Recreational Water and Sewer District (PLRWSD)

This application was submitted to the PLRWSD more than thirty (30) days prior to the McCall Area Planning and Zoning Commission's February 2, 2021 meeting. In a review letter dated January 11, 2021, the sewer district stated the following:

We have reviewed the plans submitted and have spoken to the applicant's representative and explained the following:

1. This residential parcel is in a District Category "C" Basin. At this time, residential parcels within Category "C" basins are allowed on (1) standard residential connection per acre. The plans as submitted show thirteen (13) connection. The District will soon be in the process of making improvements to the sewer system, after those improvements are complete this parcel will be in a category "B" Basin. At that time, the residential sewer connection will be reviewed and approved up to the density allowed in the Interim District Sewer Density Map.
2. Any person or party desiring to construct a sewer line extension must first submit an application for the extension and obtain written permission from the District Board of Directors.
3. If the extension is approved, and after construction, no sewer hookups will be allowed and no sewer permits will be issued until all sewer improvements are completed and have been accepted by the District.

McCall Fire and EMS

In an email dated January 4, 2021, McCall Fire stated that a fire hydrant will be required near the 90-degree corner in the development.

Central District Health (CDH)

In a review letter from CDH dated January 7, 2021, CDH stated that the sewage and water plans must be submitted to and approved by the Idaho Department of Environmental Quality. After written approvals from the appropriate entities are submitted, the proposal can be approved for central sewage and central water.

McCall Parks and Recreation Advisory Committee

In an email dated January 21, 2021, the committee made a recommendation to Planning and Zoning to accept the proposed bike path with consideration of the maintenance needs of Parks staff and the implementation of directional way finding signage to downtown. Parks Advisory would also like to recommend that efforts be made to improve the pathway interface at Mather and the connection via a cross walk to Rotary Park and encourage the City to focus on future expansion on Forest St. for biking and walking.

Parks and Recreation and City Arborist

In an email dated January 21, 2021, the City Arborist stated staff would like to second the recommendation from the parks advisory committee and note that it would be great to see consistency in way finding signage directing users on the pathway to the downtown core via Forrest Street. This pathway is a logical transition to get bike and pedestrian users off of the highway (West Lake Street) onto a separated pathway and over to a much less busy road into the downtown core. Additional signage would also help and should be located at the following locations.

- a. Where the pathway intersects Forrest Street and Mather Road.
- b. At the eastern end of the property along West Lake Street where the pathway turns to the south and heads to Forrest Street.

Trees and Tree Protection: Developer has been advised on the value of a tree protection and management plan and has been advised of the City's template for tree protection. We would recommend that they work with a third-party licensed arborist to develop a tree protection and management plan during construction that fits this site and project. The plan should clearly identify significant trees that can be retained during construction and efforts necessary to ensure their survival through the construction process.

Public – No public comment has been received.

Commission Findings

The Commission hereby makes the following findings:

1. The project is in general conformance with the Comprehensive Plan.
2. The project does not jeopardize the health, safety or welfare of the public.
3. The project conforms to the applicable specifications outlined in the City of McCall Design Guidelines as well as all other applicable requirements of the Zoning.

Conditions of Approval

1. All application are contingent upon one another.

2. Prior to issuance of a building permit or any site disturbance or earthwork, the applicant shall receive final engineering approval for all civil plans.
3. Prior to issuance of a building permit, water infrastructure shall be constructed and final acceptance provided, and interior roads shall be constructed in all but final paving and striping.
4. Prior to issuance of any building permits, the applicant shall provide proof of sewer connection permit from the District. No sewer hookups will be allowed, and no sewer permits will be issued until the sewer main extension and all sewer improvements are completed and have been accepted by the District. Any person or party desiring to construct a sewer line extension must first submit an application for the extension and obtain written permission from the District Board of Directors.
5. Central sewage and water plans must be submitted to and approved by the Idaho Department of Environmental Quality prior to approval of the final plat.
6. Prior to scheduling of the final plat or PUD for consideration by the McCall Area Planning and Zoning Commission, and prior to any site work or disturbance, the applicant shall provide a tree protection and management plan by a third-party licensed arborist that fits this site and project. The plan should clearly identify significant trees that can be retained during construction and efforts necessary to ensure their survival through the construction process.
7. The parks proposal for a separated pedestrian pathway shall be modified to soften the 90-degree corners of the pathway in the final civil plans, and shall include directional signage provided by the applicant, where the pathway intersects Forrest St. and Mather Rd., and at the eastern end of the property along West Lake Street where the pathway turns to the south and heads to Forrest St.
8. The decorative fencing panels, if in excess of 4 ft., shall be setback at least 20 ft. from the front property line.
9. Upon submittal of the project Planned Unit Development Final Plan application, the applicant shall provide a detailed landscaping plan that identifies plant size at the time of installation and location of irrigation throughout the project.
10. Upon submittal of the Planned Unit Development Final Plan application, the applicant shall provide a lighting plan and photometric analysis that demonstrates that the site and exterior building lighting will comply with the McCall Outdoor Lighting Ordinance, pursuant to MCC 3.14.
11. Upon submittal of the Planned Unit Development Final Plan application, the applicant shall provide a snow storage plan that illustrates adequate snow storage areas for drive, parking, sidewalk, and pathway areas.
12. Details of the proposed entrance sign shall be provided as part of the final plat and final PUD applications prior to review by the McCall Area Planning and Zoning Commission.

13. Upon submittal of the Planned Unit Development Final Plan application, the applicant shall provide plans for the location of trash collection and trash enclosure(s) as necessary.
14. Pursuant to MCC 9.3.04, the private street shall be dedicated for public use; provided, no public parking shall be allowed on or along the project's private drives.
15. Prior to issuance of a Certificate of Occupancy for any unit, the applicant shall install street name and other necessary signage for addressing purposes as determined by the McCall Addressing Coordinator.
16. The applicant shall underground any overhead utilities (MCC 9.6.02) located along the property frontages. Additionally, all utilities within the project shall be installed underground, including any propane tanks.
17. Prior to issuance of a Certificate of Occupancy for any unit, the applicant shall either complete the landscaping, pathways, roadways, undergrounding of overhead utilities, and other project amenities, or shall obtain approval of a Development Agreement with the City and shall provide financial assurances for any deferred improvements.
18. Prior to execution and recordation of the Final Plat, the applicant shall provide a maintenance reserve funding plan schedule for the private road for review and approval by the City Engineer.
19. Prior to execution and recordation of the Subdivision Final Plat, the applicant shall construct; water, sewer, and road infrastructure and shall obtain final approval of these aspects from the City of McCall and the Payette Lakes Recreational Water and Sewer District. Alternatively, the applicant shall obtain approval of a Development Agreement with the City and shall provide financial assurances for any deferred improvements.
20. 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.
21. 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.
22. Cost estimates of all deferred infrastructure will be required prior to scheduling of the application before City Council and financial assurances in accordance with MCC 9.6.067 will be provided required prior to issuance of a building permit.
23. A full set of as built (record) drawings of all improvements intended for public use and maintenance, including, but not limited to, water and sewer lines, and including also private and public streets, shall be furnished to the City within sixty (60) days of completion of the construction.
24. Any area history displays, if constructed, shall first be approved by the City.
25. Pursuant to MCC 9.2.07(A), the applicant shall submit a Final Plat for the project by not later than eighteen (18) months after the final approval of the Preliminary Plat unless an extension of the time

is applied for and granted by the commission or unless otherwise allowed for with a phasing agreement.

26. Pursuant to MCC 3.10.09(G), within eighteen (18) months of the approval of the PUD General Plan, the applicant shall submit to the City a final development plan for the entire PUD.

IN RE:)
)
RUNNING HORSE) **McCALL AREA PLANNING AND ZONING COMMISSION**
Planned Unit Development) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
) **DECISION**
)
)
Application Number:)
PUD-20-01

FINDINGS OF FACTS

Applicant: Net Prophet LLC

Representative: Steve Millemann

Application: A Planned Unit Development Preliminary Plan and a Subdivision Preliminary Plat application to construct thirteen detached, single family dwelling units, one of which will be a deed restricted local housing unit.

Companion Applications: SUB-20-04, DR-20-49, SR-20-13

Procedural History: (for Council)

Location: Tax parcel 218 in lots 7, 8, &9, and Lot 6, and Tax parcel 232 in Lot 5, Block E, Brundage Subdivision, Section 8, T18N, R3E, B.M., City of McCall, Valley County, Idaho.

Pre-Application Meeting Date: December 1, 2020

Public Notices: Newspaper: The Notice of Hearing was published in the *Star News* on January 14, 2021.
Mailing: The Notice of Hearing was mailed by the applicant to property owners within 300 feet on January 15, 2021.
Posting: The Notice of Hearing was posted by the applicant on the subject property on January 15, 2021.

Zoning: R4 – Low Density Residential

Property Size: 3.3 acres (143,748 sq. ft.)

APPROVAL STANDARDS

Title 3, Chapter 10

1. The underlying zoning, title IX of the McCall City Code, and other applicable regulations under title III and title IX of the McCall City Code are met, except as the applicant has specifically requested modifications to the standards as part of the PUD. The project meets the underlying zoning of R4 – Low Density Residential. The applicable regulations under Title III and Title IX of McCall City Code are met, the following alleviations from the development standards are requested by the applicant:

- a.** The development proposes thirty (13) residential units, which would require dedication of 0.36 acres to a public park. In lieu of a dedicated park area, the applicant proposes to dedicate and construct a 10 ft. wide paved a public pedestrian pathway from the intersection of Mather Rd. and West Lake Street along the northerly and easterly property boundaries to the terminus of the parcel at Forest St. Decorative fencing panels will be displayed along the pathway as well. Developer will build pathway and dedicate within a public pathway easement as their in-lieu parks contribution, estimate of project cost is \$65,00 for the pathway. The project is consistent with the Pathway and Bike Masterplans aligning with the use Forest St. for pedestrians. This amenity will create a safe connection for owners and the public, and has been recommended by the McCall Parks and Recreation Advisory Committee.
- b.** Pursuant to McCall City Code section 3.10.08.G, each dwelling unit should be provided with a minimum of one hundred (100) sq. ft. of private, landscaped, open space. The proposed development does not provide private space for each individual unit, but does provide common open space and amenities.

- c. Pursuant to MCC 9.3.04, the minimum street right-of-way width in the City shall be sixty feet for minor streets. The applicant is proposing a right-of-way width of 50 ft. However, because the road is private and will be maintained by the HOA, and the street within the development is proposed to function more similarly to a driveway than a private street, the reduction in the right-of-way width appears to be adequate.
 - d. The applicant is proposing an alleviation from the garage standards described in MCC 3.8.20, which require that the length of the garage wall facing the street may be up to fifty percent of the length of the street facing building façade. However, the McCall Area Planning and Zoning Commission is permitted to consider exceptions to these standards through the design review process if warranted by the design.
 - e. Per MCC 3.3.03, the minimum lot size in the R4 – Low Density Residential zone is 10,000 sq. ft. with 75 ft. of street frontage. The applicant is proposing lots of approximately 2,000 sq. ft. to align with the structure footprints and to preserve the remaining development in common area open space. Per 3.10.07(B), the minimum lot size of the zone may be reduced within the density limits of the zone provided the total number of units meets the underlying density, which the application does comply with.
- 2. The proposed uses shall not be detrimental to present and potential surrounding uses; nor shall they be detrimental to the health, safety and general welfare of the public. The physical features of the site, public facilities, and existing adjacent developments and uses shall be considered.** The proposed low-density residential use is compatible with the existing zoning, the future land use plan, and the surrounding low density residential development and will not be detrimental to the health, safety and general welfare of the public.
- 3. The density of the planned unit development considered as a whole shall be in substantial conformity with the density of the underlying zone.** The proposed low-density residential use is

compatible with the existing zoning, the future land use plan, and the surrounding low density residential development and will not be detrimental to the health, safety and general welfare of the public.

4. Any variation from the basic zone requirements must be warranted by the design and amenities incorporated in the preliminary and final development plan. The development includes the following amenities incorporated in the preliminary plan:

- a. Paved pedestrian pathway system of 10 ft. in width connecting the W. Lake St. and Mather intersection to Forest St, which is identified for pedestrian connections in the pathways master plan.
- b. Open space in excess of the 10% required by code. The applicant is proposing approximately 50% open space and to preserve as many trees and natural landscape as possible during construction.
- c. Decorative fence panels with metal cutouts of running horses representing the Development's name along the public pathway.
- d. One deed restricted local housing unit.

5. The planned unit development must meet the general objectives of the McCall Area Comprehensive Plan. The proposed low density residential use is compatible with the existing zoning, the future land use plan, and the surrounding low density residential development and will not be detrimental to the health, safety and general welfare of the public. The McCall Area Comprehensive Plan encourages a variety of housing types. The proposed development will not allow for short term rentals, which may provide more housing for year round residents.

6. Existing and proposed streets and utility services must be suitable and adequate for the proposed development. The proposed streets and utility services appear that they will be suitable and adequate for the development.

7. **A development agreement is required between the developer and the city which delineates commitments of the developer to the city and of the city to the developer including, but not limited to, assurances for public and private improvements and maintenance of the same.** The developer has proposed a development agreement, so they may record the final plat prior to completion of all necessary public improvements.
8. **A PUD may be proposed in conjunction with an application to amend the zoning map and the Comprehensive Plan.** N/A

PUD Development Standards [MCC 3.10.08]

1. **Residential Density:** The applicant proposes thirteen (13) residential units on the 3.3 acre (143,748 sq. ft.) property, which meets the density of the underlying zoning of R4 – Low Density Residential, which requires 10,000 sq. ft. of land per dwelling unit.
2. **Yards:** Pursuant to McCall City Code section 3.10.08.G, each dwelling unit should be provided with a minimum of one hundred (100) sq. ft. of private, landscaped, open space. The proposed development does not provide private space for each individual unit, but does provide common open space and amenities.
3. **Off Street Parking:** McCall City Code (MCC 3.8.062) requires that single family homes provide a minimum of two (2) parking spaces per residential unit. The design of the structures to be constructed all include a two car garages. Therefore, the parking requirement has been met. In addition to the garage parking provided, the applicant has provided nine (9) shared common parking spaces for guests, which is not required by code. Therefore, more than adequate parking spaces are provided within the proposed development.
4. **Signs:** No signs have yet been proposed for the development. Any proposed signs will require review and approval by the City of McCall.

5. **Storm Water Management:** As stated in the City Engineer letter dated January 26, 2021, submitted conceptual grading and stormwater management plans indicate that the project will be able to comply with the City's drainage and management guidelines and final design approval will be required as part of final engineering approval .

9. **Open Space; Common Areas; Amenities:** The application states that approximately sixty-two percent (50%) of the project area will be dedicated common area/open space that will be managed by the project Home Owners Association. Additionally, the project includes the following amenities:
 - a. Paved pedestrian pathway system of 10 ft. in width connecting the W. Lake St. and Mather intersection to Forest St, which is identified for pedestrian connections in the pathways master plan.
 - b. Open space in excess of the 10% required by code. The applicant is proposing approximately 50% open space and to preserve as many trees and natural landscape as possible during construction.
 - c. Decorative fence panels with metal cutouts of running horses representing the Development's name along the public pathway.
 - d. One deed restricted local housing unit.

6. **Required Setbacks:** The required setback within the proposed R4 – Low Density Residential zone is twenty-five feet (25 ft.) from the property lines along W. Lake St., 15 ft. from either side property line, and 10 ft. from the southerly rear property line. The submitted general plan proposes a minimum setback of thirty-five ft. from the property line fronting W. Lake St., 20 ft. from either side property line, 16 ft. from the southeast property line to the deed restricted local housing unit, and 10 ft. from the southwesterly property line to the nearest unit.

7. **Landscaping:** A detailed landscaping plan has not been provided. However, the applicant has provided information on the following:
- a. There are currently 266 trees on the 3.3 acres. The plan calls for the removal of 140 trees, which leaves 126 trees remaining on site, which are required to be protected during construction. Fifty-five to sixty new trees, along with other unspecified landscaping is proposed to be added.
 - b. The primary intent of the landscaping plan is to preserve the natural state of vegetation on site. Upon submittal of the project Planned Unit Development Final Plan application, the applicant shall provide a detailed landscaping plan that identifies plant size at the time of installation and location of irrigation throughout the project.
8. **Private Streets: Private streets may be utilized within the project, subject to the requirements of title IX, chapter 6 of this code, when the following requirements are met:**
- a. **The commission, after recommendation from city staff and the fire chief, finds that the design of the proposed streets, pedestrianways and off street parking is adequate to protect public health, safety and welfare and will adequately accommodate anticipated uses within the development, as well as appropriately contribute to the city's need for a connected street network.** The streets, pedestrian pathways and off-street parking are adequate to accommodate the anticipated uses within the development. The cul-de-sac does not contribute to a connected network of streets, however, per MCC 9.3.04, cul-de-sacs of less than 900 ft. in length are permitted. The cul-de-sac the applicant is proposing is approximately 650 ft. in length and therefore permitted.
 - b. **Private streets shall be owned by a homeowners' association and all future repair and maintenance costs, including reconstruction, shall be borne by the homeowners.** Prior

to execution and recordation of the Final Plat, the applicant shall provide a maintenance reserve funding plan schedule for the private road for review and approval by the City Engineer.

- 10. Lighting Plan:** The application submittal provides residential light fixture details but does not include a site lighting plan. Per MCC 9.6.02(c), streetlights in residential areas are required at intersections with collector streets such as Forest St. and shall be in accordance with MCC 3.14. Therefore, as a Condition of Approval, upon submittal of the PUD Final Plan application, the applicant shall provide a lighting plan and photometric analysis that demonstrates that the site and exterior building lighting will comply with the McCall Outdoor Lighting Ordinance, pursuant to MCC 3.14, which requires all exterior lighting to be downcast and fully shielded and that no light trespass onto adjacent properties will occur.

DEPARTMENT/AGENCY COMMENTS

McCall City Engineer

In a review letter dated January 27, 2021, the City Engineer stated the following:

Preliminary Plat and Guidance for Final Plat:

1. Based on our review of the preliminary plat (Secesh Sheet 1 of 1) and subsequent plans and documents, it appears that all required information on the preliminary plat has been provided.
2. Preparation of the final plat shall conform to the City's final plat requirements including the submittal of digital files in accordance with the City's digital data submission standards (DDSS).
3. All proposed easements required for the project (both onsite and offsite) shall be properly noted on the plat and/or have instrument numbers included for any separate recorded easement documents that are pertinent to the easements described on the final plat.
4. A 12 foot snow storage and utility easement should be added to the subdivision frontage along Forest Street.

5. The public pathway easement along E. Lake should also include snow storage and utility uses, since both will be necessary to handle drainage and snow removal from the pathway and road.

Preliminary Utility Plan (Sheet C4): Comments below are specific to the proposed water infrastructure that will be designed and constructed in accordance with the City of McCall and Idaho Department of Environmental Quality (IDEQ) Standards:

1. A fire flow analysis will need to be conducted by the City's water modeling consultant (SPF Water). Please provide the CAD linework for the proposed water main (tied to the City's McCall Modified Grid (MMG survey control network) including its connection points into the existing mains on Mather and Forest, so that we can complete the analysis.
2. Because the northern EOP of the separated pathway along SH-55 (between Mather and the propose project) will need to be located a minimum of twenty feet (20') from the existing fog line, it is likely that the water main location (across Ruby's Kitchen lot) may need to be moved south to accommodate landscaping between the pathway and the water main easement.
3. The existing water service (pit, setter, various fittings) that is proposed to be reused to serve Unit A-1 is out of compliance. Final plans water plans shall identify that contents of this meter pit (setter, box, lid, etc.) and any existing galvanized or non-plastic service line and fittings between the pit and edge of pavement within the SH-55 ROW shall be replaced with new in accordance with the City of McCall's water service standards.
4. An inline 8-inch gate valve shall be included on the new water main approximately between the proposed water services for Units A4/5 and Units A-2/3. This will provide additional control so a future main shut-downs can isolate and reduce the number of residences affected.
5. An 8-inch gate valve shall be added to the east side of the tee connection of the new main on Forest Street. The new tee shall also be 8-inch with subsequent 8"x6" reducer fittings.

6. A new 8-inch gate valve shall be added to the south side of the proposed 8-inch tee connection to the existing 8-inch water main on Mather. This tee will provide improved isolation capability for the area considering the location of the closest in-line valve is currently in the SH-55 drive lane, which presents safety and traffic control issues.
7. The location of the proposed water meter pits near plowed areas (i.e. Units 4/5 and Unit 6) and other proposed meter locations near or within the proposed roadside drainage swales is concerning. Final design shall include necessary bollard or other protection is provided to prevent vehicles or snowplows from driving over meters near parking lots and driveways. Final grading shall ensure that meters are not installed within drainage swales.
8. The roadside swale parallel proposed fire hydrant located on the south side of the cul-de-sac shall be minimized and/or have a small section of culvert installed to ensure easy foot access to the hydrant and frost protection over the hydrant 6-inch lateral line.
9. The final water civil plan shall comply with IDEQ standards and include a vertical profile that identifies the crossings of potable and non-potable water lines. The proposed water main and all service lines shall maintain six (6') feet of cover at all times.

Landscaping, Lighting, Power and Telecommunications Utilities: All utilities serving the units within the subdivision shall be located underground. As part of the final civil design package, additional utility plans (separate from the water and sewer plans) shall identify the location of:

1. Proposed street and pathway lighting and electrical control box/meter locations
2. Idaho Power electrical service lines and locations of transformers and j-boxes
3. Sparklight and/or Ziple Fiber telecommunications lines, j-boxes and transformers
4. A final landscaping and irrigation plan shall be prepared to identify the finalized location of proposed plantings and irrigation infrastructure. If a separate irrigation water service is proposed, please include that on the irrigation plan and the water utility plan.

Roadway, Grading, Drainage and Stormwater Management (Sheets C5 and C7): Overall, the proposed roadway and cul-de-sac lay out and grading, drainage and stormwater management design appears acceptable and compliant with the City’s private street and subdivision standards. Below are specific comments that should be addressed when preparing the final design drawings.

1. Snow storage areas appear to be very limitThe location of Unit B-4 is within a couple feet of the proposed fifty foot (50’) private ROW. We are concerned that snow storage adjacent the ROW may conflict with the location of this unit. Moving Unit B-4 further away from the 50-ft ROW is advised.
2. Constructing and maintaining 2-2.5 foot deep roadside swales with 13 foot width (as proposed in the typical sections) is challenging and can be difficult to prevent sloughing and filling in the flow-line and inlets for driveways and cross culvert. Flared end-sections or other retainment methods should be implemented to prevent the clogging of culvert inlets and disrupting drainage paths.
3. As discussed in previous meetings with the City Engineer, the northern edge of the proposed pathway should be located a minimum of twenty (20’) feet south of the existing fog line for the eastbound lane of SH-55. This will ensure that a minimum of fifteen feet (15’) of snow storage and swale area between road shoulder of SH-55 and the separated path. This may require that portions of the pathway be moved south slightly.
4. Grading and drainage design for the roadside swale between the eastbound lane of SH-55 and the separated pathway will be need to be incorporated into the final grading, drainage and stormwater management plans to identify how the final grading should occur and what conveyance facilities need to be enhanced/replaced to accommodate the new pathway and outlet of the onsite stormwater management facilities. An ITD encroachment permit will also be required for this work.

5. The final civil design submittal shall include a stormwater drainage report prepared in accordance with the City’s drainage management guidelines (DMGs). A link to the City’s DMGs is here: <https://evogov.s3.amazonaws.com/141/media/115536.pdf>. Specifically, the report shall address:
 - a. Attenuation of the 10-year peak flow runoff flow rate to pre-development conditions
 - b. Treatment of the water quality runoff (95 percentile) storm event.
 - c. Resolution 16-10: <https://evogov.s3.amazonaws.com/141/media/115537.pdf> defines both the 10 year and 95% design storm 24 hour storm sizes
6. Per MCC: 9.6.05.F.1, a private roadway maintenance, snow removal and cost forecasting plan shall be submitted for review and approval by the City Engineer. This plan shall serve as the basis for establishing necessary private road maintenance dues that will be collected by the HOA.
7. A signage and striping plan is also required. This could be combined as part of other roadway and/or site plans submitted as part of the final civil design package.

In summary, our preliminary review of the civil design components of this proposed PUD indicate that this project will likely be able to be designed to conform to the City and state of Idaho’s design standards. Concurrence with the Payette Lakes Recreational Water and Sewer District (PLRWSD) is also necessary to ensure that sanitary restrictions can be released, and the project can be served with public sewer. Similarly, during review of the final civil design plans, determinations of water capitalization and connection fees and will-serve statements will be provided.

Payette Lakes Recreational Water and Sewer District (PLRWSD)

This application was submitted to the PLRWSD more than thirty (30) days prior to the McCall Area Planning and Zoning Commission’s February 2, 2021 meeting. In a review letter dated January 11, 2021, the sewer district stated the following:

We have reviewed the plans submitted and have spoke to the applicant’s representative and explained the following:

1. This residential parcel is in a District Category “C” Basin. At this time, residential parcels within Category “C” basins are allowed on (1) standard residential connection per acre. The plans as submitted show thirteen (13) connection. The District will soon be in the process of making improvements to the sewer system, after those improvements are complete this parcel will be in a category “B” Basin. At that time, the residential sewer connection will be reviewed and approved up to the density allowed in the Interim District Sewer Density Map.
2. Any person or party desiring to construct a sewer line extension much first submit an application for the extension and obtain written permission from the District Board of Directors.
3. If the extension is approved, and after construction, no sewer hookups will be allowed and no sewer permits will be issued until all sewer improvements are completed and have been accepted by the District.

McCall Fire and EMS

In an email dated January 4, 2021, McCall Fire stated that a fire hydrant will be required near the 90-degree corner in the development.

Central District Health (CDH)

In a review letter from CDH dated January 7, 2021, CDH stated that the sewage and water plans must be submitted to and approved by the Idaho Department of Environmental Quality. After written approvals from the appropriate entities are submitted, the proposal can be approved for central sewage and central water.

McCall Parks and Recreation Advisory Committee

In an email dated January 21, 2021, the committee made a recommendation to Planning and Zoning to accept the proposed bike path with consideration of the maintenance needs of Parks staff and the

implementation of directional way finding signage to downtown. Parks Advisory would also like to recommend that efforts be made to improve the pathway interface at Mather and the connection via a cross walk to Rotary Park and encourage the City to focus on future expansion on Forest St. for biking and walking.

Parks and Recreation and City Arborist

In an email dated January 21, 2021, the City Arborist stated staff would like to second the recommendation from the parks advisory committee and note that it would be great to see consistency in way finding signage directing users on the pathway to the downtown core via Forrest Street. This pathway is a logical transition to get bike and pedestrian users off of the highway (West Lake Street) onto a separated pathway and over to a much less busy road into the downtown core. Additional signage would also help and should be located at the following locations.

- a. Where the pathway intersects Forrest Street and Mather Road.
- b. At the eastern end of the property along West Lake Street where the pathway turns to the south and heads to Forrest Street.

Trees and Tree Protection: Developer has been advised on the value of a tree protection and management plan and has been advised of the City's template for tree protection. We would recommend that they work with a third-party licensed arborist to develop a tree protection and management plan during construction that fits this site and project. The plan should clearly identify significant trees that can be retained during construction and efforts necessary to ensure their survival through the construction process.

CONCLUSIONS OF LAW

1. The City of McCall has provided for the processing of application for Planned Unit Development, authorized by Section 67-6512, Idaho Code, pursuant to Title 3, Chapter 10 of McCall City Code.

2. Adequate notice of the February 2, 2021 public hearing was provided, pursuant to Section 67-6512, Idaho Code and Title 3, Chapter 15 of McCall City Code.
3. Upon compliance with the conditions noted below, the application meets the Planned Unit Development Standards set forth in Title 3 of McCall City Code.

DECISION

THEREFORE, the McCall Area Planning and Zoning Commission hereby **recommends** this Planned Unit Development application for **approval** by the McCall City Council, provided that the following conditions are met:

1. Approval of the project Planned Unit Development general plan (PUD-20-01) shall be contingent upon McCall City Council approval of the companion subdivisions preliminary plat (SUB-20-04) and McCall Area Planning and Zoning Commission approval of the project Design Review (DR-20-49) and Scenic Route (SR-20-13) applications.
2. Prior to issuance of a building permit or any site disturbance or earthwork, the applicant shall receive final engineering approval for all civil plans.
3. Prior to issuance of a building permit, water infrastructure shall be constructed and final acceptance provided, and interior roads shall be constructed in all but final paving and striping.
4. Prior to issuance of any building permits, the applicant shall provide proof of sewer connection permit from the District. No sewer hookups will be allowed, and no sewer permits will be issued until the sewer main extension and all sewer improvements are completed and have been accepted by the District. Any person or party desiring to construct a sewer line extension must first submit an application for the extension and obtain written permission from the District Board of Directors.

5. Central sewage and water plans must be submitted to and approved by the Idaho Department of Environmental Quality prior to approval of the final plat.
6. Prior to scheduling of the final plat or PUD for consideration by the McCall Area Planning and Zoning Commission, and prior to any site work or disturbance, the applicant shall provide a tree protection and management plan by a third-party licensed arborist that fits this site and project. The plan should clearly identify significant trees that can be retained during construction and efforts necessary to ensure their survival through the construction process.
7. The parks proposal for a separated pedestrian pathway shall be modified to soften the 90-degree corners of the pathway in the final civil plans, and shall include directional signage provided by the applicant, where the pathway intersects Forrest St. and Mather Rd., and at the eastern end of the property along West Lake Street where the pathway turns to the south and heads to Forrest St.
8. The decorative fencing panels, if in excess of 4 ft., shall be setback at least 20 ft. from the front property line.
9. Upon submittal of the project Planned Unit Development Final Plan application, the applicant shall provide a detailed landscaping plan that identifies plant size at the time of installation and location of irrigation throughout the project.
10. Upon submittal of the Planned Unit Development Final Plan application, the applicant shall provide a lighting plan and photometric analysis that demonstrates that the site and exterior building lighting will comply with the McCall Outdoor Lighting Ordinance, pursuant to MCC 3.14.
11. Upon submittal of the Planned Unit Development Final Plan application, the applicant shall provide a snow storage plan that illustrates adequate snow storage areas for drive, parking, sidewalk, and pathway areas.
12. Details of the proposed entrance sign shall be provided as part of the final plat and final PUD applications prior to review by the McCall Area Planning and Zoning Commission.

13. Upon submittal of the Planned Unit Development Final Plan application, the applicant shall provide plans for the location of trash collection and trash enclosure(s) as necessary.
14. Pursuant to MCC 9.3.04, the private street shall be dedicated for public use; provided, no public parking shall be allowed on or along the project's private drives.
15. Prior to issuance of a Certificate of Occupancy for any unit, the applicant shall install street name and other necessary signage for addressing purposes as determined by the McCall Addressing Coordinator.
16. The applicant shall underground any overhead utilities (MCC 9.6.02) located along the property frontages. Additionally, all utilities within the project shall be installed underground, including any propane tanks.
17. Prior to issuance of a Certificate of Occupancy for any unit, the applicant shall either complete the landscaping, pathways, roadways, undergrounding of overhead utilities, and other project amenities, or shall obtain approval of a Development Agreement with the City and shall provide financial assurances for any deferred improvements.
18. Prior to execution and recordation of the Final Plat, the applicant shall provide a maintenance reserve funding plan schedule for the private road for review and approval by the City Engineer.
19. Prior to execution and recordation of the Subdivision Final Plat, the applicant shall construct; water, sewer, and road infrastructure and shall obtain final approval of these aspects from the City of McCall and the Payette Lakes Recreational Water and Sewer District. Alternatively, the applicant shall obtain approval of a Development Agreement with the City and shall provide financial assurances for any deferred improvements.
20. 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.

21. 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.
22. A full set of as built (record) drawings of all improvements intended for public use and maintenance, including, but not limited to, water and sewer lines, and including also private and public streets, shall be furnished to the City within sixty (60) days of completion of the construction.
23. Cost estimates of all deferred infrastructure will be required prior to scheduling of the application before City Council and financial assurances in accordance with MCC 9.6.067 will be provided required prior to issuance of a building permit.
24. Any area history displays, if constructed, shall first be approved by the City.
25. Pursuant to MCC 9.2.07(A), the applicant shall submit a Final Plat for the project by not later than eighteen (18) months after the final approval of the Preliminary Plat unless an extension of the time is applied for and granted by the commission or unless otherwise allowed for with a phasing agreement.
26. Pursuant to MCC 3.10.09(G), within eighteen (18) months of the approval of the PUD General Plan, the applicant shall submit to the City a final development plan for the entire PUD.

Findings of Fact **adopted** this 2nd day of February 2021.

Fallon Fereday, Chair
McCall Area Planning and Zoning Commission

Attest:

Morgan Bessaw, City Planner
City of McCall

IN RE:)
)
) **McCALL AREA PLANNING AND ZONING COMMISSION**
RUNNING HORSE) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
Subdivision) **DECISION**
)
)
Application Number:)
SUB-20-04

FINDINGS OF FACTS

Applicant: Net Prophet LLC

Representative: Steve Millemann

Application: A Planned Unit Development Preliminary Plan and a Subdivision Preliminary Plat application to construct thirteen detached, single family dwelling units, one of which will be a deed restricted local housing unit.

Companion Applications: PUD-20-01, DR-20-49, SR-20-13

Procedural History: (for Council)

Location: Tax parcel 218 in lots 7, 8, &9, and Lot 6, and Tax parcel 232 in Lot 5, Block E, Brundage Subdivision, Section 8, T18N, R3E, B.M., City of McCall, Valley County, Idaho.

Pre-Application Meeting Date: December 1, 2020

Public Notices: Newspaper: The Notice of Hearing was published in the *Star News* on January 14, 2021.
Mailing: The Notice of Hearing was mailed by the applicant to property owners within 300 feet on January 15, 2021.
Posting: The Notice of Hearing was posted by the applicant on the subject property on January 15, 2021.

Zoning: R4 – Low Density Residential

Property Size: 3.3 acres (143,748 sq. ft.)

Parking Spaces: McCall City Code (MCC 3.8.062) requires that single family homes provide a minimum of two (2) parking spaces per residential unit. The design of the structures to be constructed all include a two car garages. Therefore, the parking requirement has been met. In addition to the garage parking provided, the applicant has provided nine (9) shared common parking spaces for guests, which is not required by code. Therefore, more than adequate parking spaces are provided within the proposed development.

APPROVAL STANDARDS

Title 9, Chapter 1

Subdivision and Development Provisions

- 1. The applicant, based on the size of the proposed subdivision, was required to submit an accompanying Planned Unit Development application [MCC 9.1.02.E & Table 9.1.02].** A Planned Unit Development application is not required for developments in the R4 – Low Density Residential zone unless they are 4 acres or greater in size. Therefore, the applicant was not required to submit a Planned Unit Development application in conjunction with their Subdivision application. However, the applicant has submitted a Planned Unit Development General Plan application to request alleviation from various code sections as described in the 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 [MCC 9.1.02.G].** The project

includes private street and pathway improvements, stormwater management, and parks contribution to improve public pathways, which further the community goals for connected pathways and water quality. No significant impacts to the school district are anticipated.

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 [MCC 9.1.02.H].

- 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 streets, pedestrian pathways and off-street parking are adequate to accommodate the anticipated uses within the development. The private cul-de-sac does not contribute to a connected network of streets, however, per MCC 9.3.04, cul-de-sacs of less than 900 ft. in length are permitted. The cul-de-sac the applicant is proposing is approximately 650 ft. in length and therefore permitted.
- 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.** The applicant is proposing a paved pedestrian pathway system of 10 ft. in width connecting the W. Lake St. and Mather intersection to Forest St. along the northerly and easterly property boundary, which is identified for pedestrian connections in the 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 utilities will be located within the private roadway and will meet the applicable standards.

- d. Other utilities, including power, telephone, and cable, are designed in the most effective layout feasible.** The submitted plans do not illustrate the location of power, telephone and cable utilities. Approval of these locations will be a component of final engineering approval prior to issuance of a building permit.
- e. Park land is most appropriately located on the contiguous parcels.** The development proposes thirty (13) residential units, which would require dedication of 0.36 acres to a public park. In lieu of a dedicated park area, the applicant proposes to dedicate and construct a 10 ft. wide paved a public pedestrian pathway from the intersection of Mather Rd. and West Lake Street along the northerly and easterly property boundaries to the terminus of the parcel at Forest St. Decorative fencing panels will be displayed along the pathway as well. Developer will build pathway and dedicate within a public pathway easement as their in-lieu parks contribution, estimate of project cost is \$65,00 for the pathway. The project is consistent with the Pathway and Bike Masterplans aligning with the use Forest St. for pedestrians. This amenity will create a safe connection for owners and the public, and has been recommended by the McCall Parks and Recreation Advisory Committee.
- f. Grading and drainage are appropriate to the contiguous parcels.** As stated in the City Engineer comments, submitted conceptual grading and stormwater management plans indicate that the project will likely be able to comply with the City’s drainage and management guidelines and final design approval will be required as part of final engineering approval.
- g. Development avoids easements and hazardous or sensitive natural resource areas.** No hazardous or sensitive natural resource areas have been identified.

4. **The subdivision application contains more than four (4) lots and is therefore not eligible for the Record of Survey procedure [MCC 9.1.05.B.1].** The subdivision contains thirteen (13) single family 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 [MCC 9.1.06].** The Future Land Use Map within the 2018 McCall Area Comprehensive Plan (Comp Plan) indicates the continued zoning of the subject property as R4 – Low Density Residential. The project is also proposing to deed restrict one unit for local housing.

Subdivision Design Standards [MCC Title 9, Chapter 3]

1. **Blocks:** No intersections with designated arterial roads are proposed.
2. **Lots:** Per MCC 3.3.03, the minimum lot size in the R4 – Low Density Residential zone is 10,000 sq. ft. with 75 ft. of street frontage. The applicant is proposing lots of approximately 2,000 sq. ft. to align closely with the structure footprints and to preserve the remaining development in common area open space. Per 3.10.07(B), the minimum lot size of the zone may be reduced within the density limits of the zone provided the total number of units meets the underlying density, which the application does comply with.
3. **Streets:** A new private drive will access the development from Forest St. This is in alignment with the City’s Access Management Plan which encourages access for the lesser classified street when a parcel has multiple street frontages. The private cul-de-sac does not contribute to a connected network of streets, however, per MCC 9.3.04, cul-de-sacs of less than 900 ft. in length are permitted. The cul-de-sac the applicant is proposing is approximately 650 ft. in length and therefore permitted.
4. **Alleys:** There are no alleys proposed.

5. **Easements:** A 20 ft. pathway easement is proposed along the northerly and easterly property boundaries, which narrows briefly to 16 ft. along the southeasterly property line. A 20 ft. water line easement is proposed along the westerly property boundary and a 30 ft. sewer line easement is proposed where the sewer line enters the property from the north.
6. **Pedestrian and Bicycle Pathways and Greenbelts:** Paved pedestrian pathway system of 10 ft. in width connecting the W. Lake St. and Mather intersection to Forest St, which is identified for pedestrian connections in the pathways master plan.
7. **Snow Storage:** Snow storage plans and area calculations have been provided by the applicant and are adequate to accommodate the proposed road and parking areas based on code requirements.
8. **Monuments and Signage:** A site entry sign is proposed at the entrance from Forest St., however, no details are proposed. Details of the proposed entrance sign shall be provided as part of the final plat and final PUD applications prior to review by the McCall Area Planning and Zoning Commission.
9. **Parks:** The development proposes thirty (13) residential units would require dedication of 0.36 acres to a public park. In lieu of a dedicated park area, the applicant proposes to dedicate and construct a 10 ft. wide paved a public pedestrian pathway from the intersection of Mather Rd. and West Lake Street along the northerly and easterly property boundaries to the terminus of the parcel at Forest St. Decorative fencing panels will be displayed along the pathway as well. Developer will build pathway and dedicate within a public pathway easement as their in-lieu parks contribution, estimate of project cost is \$65,00 for the pathway. The project is consistent with the Pathway and Bike Masterplans aligning with the use Forest St. for pedestrians. This amenity will create a safe connection for owners and the public and has been recommended by

the McCall Parks and Recreation Advisory Committee provided it connects to the intersection of Mather Rd. and W. Lake St.

Subdivision and Development Improvement Requirements [MCC Title 9, Chapter 6]

- 1. Streets:** A new private drive will access the development from Forest St. This is in alignment with the City's Access Management Plan which encourages access for the lesser classified street when a parcel has multiple street frontages. The private cul-de-sac does not contribute to a connected network of streets, however, per MCC 9.3.04, cul-de-sacs of less than 900 ft. in length are permitted. The cul-de-sac the applicant is proposing is approximately 650 ft. in length and therefore permitted.
- 2. Street Name Signs:** Prior to issuance of a Certificate of Occupancy for any unit, the applicant shall install street name and other necessary signage for addressing purposes as determined by the McCall Addressing Coordinator.
- 3. Street Lighting:** The application submittal provides residential light fixture details but does not include a site lighting plan. Per MCC 9.6.02(c), streetlights in residential areas are required at intersections with collector streets such as Forest St. and shall be in accordance with MCC 3.14. Therefore, as a Condition of Approval, upon submittal of the PUD Final Plan application, the applicant shall provide a lighting plan and photometric analysis that demonstrates that the site and exterior building lighting will comply with the McCall Outdoor Lighting Ordinance, pursuant to MCC 3.14, which requires all exterior lighting to be downcast and fully shielded and that no light trespass onto adjacent properties will occur.
- 4. Sidewalks:** Because the property is zoned R4 – Low Density Residential, sidewalks are not required per the Transportation Master Plan desired street section in that zone.
- 5. Drainage Facilities:** As stated in the City Engineer (see Agency Comments) submitted conceptual grading and stormwater management plans indicate that the project will likely be able to

comply with the City's drainage and management guidelines and final design approval will be required as part of final engineering approval.

6. **Water Supply:** The civil plans for the project water system will need to be approved by the City Engineer to ensure adequate water supply.
7. **Sanitary Sewer:** The applicant is working with the Payette Lakes Recreational Water and Sewer District to extend and connect to the sewer main line. Final approval will need to be received by the District before any connections to the sewer line.
8. **Dry Lines:** No dry lines are required to be installed.
9. **Paved Pathways:** In Lieu of a parks contribution, the applicant is proposing a paved pedestrian pathway system of 10 ft. in width connecting the W. Lake St. and Mather intersection to Forest St, which is identified for pedestrian connections in the pathways master plan.
10. **Underground Power, Cable and Telephone:** All of these utilities within the development shall be installed underground.
11. **Landscaping:** A preliminary landscape plan has been submitted. Upon submittal of the project Planned Unit Development Final Plan application, the applicant shall provide a detailed landscaping plan that identifies plant size at the time of installation and location of irrigation throughout the project.
12. **Buffers:** The submitted landscaping plan provides screening along the side property lines as well as the scenic route frontages.
13. **Irrigation Wells:** No irrigation wells are proposed.
14. **Building Numbers:** Building numbers in accordance with McCall Addressing Guidelines shall be installed prior to issuance of a Certificate of Occupancy.
15. **Perimeter Walls, Gates and Berms:** No perimeter walls, gates or berms are proposed.

16. Perimeter Fencing: Decorative floating fence panels are proposed, which will not restrict the movement of any wildlife. The panels, if in excess of 4 ft. shall be setback at least 20 ft. from the front property line.

Development Agreement [MCC 9.6.06]: The applicant has submitted a Development Agreement to defer construction of some public improvements until after issuance of a building permit or recordation of final plat. Cost estimates of all deferred infrastructure will be required prior to scheduling of the application before City Council and financial assurances in accordance with MCC 9.6.067 will be provided required prior to issuance of a building permit.

Other Provisions Applicable to All Subdivisions and Development [MCC 9.7.09]

1. Public Places

- a. The project includes open space and common area totaling 50% percent of the total project area. The project also provides pathway easements across the parcel for use by the public.

2. Streets and Access

- a. A new private drive will access the development from Forest St. This is in alignment with the City's Access Management Plan which encourages access for the lesser classified street when a parcel has multiple street frontages. The private cul-de-sac does not contribute to a connected network of streets, however, per MCC 9.3.04, cul-de-sacs of less than 900 ft. in length are permitted. The cul-de-sac the applicant is proposing is approximately 650 ft. in length and therefore permitted.

3. Culture/Community

- a. **Preserve and integrate historic ranching or farming operations through sensitive home placement, conservation easements, and other means.** No historic ranching or farming operations exist within the project area.

- b. Ensure that new development respects and complements the existing agricultural land use through the use of approved fencing, setbacks, and overall placement of structures.** The project is located near the downtown, no agricultural uses exist in the project area.
- c. Preserve significant historical buildings.** No historic buildings exist within the project area.
- d. Integrate historical buildings in new development.** No registered historic residences will be impacted by this project. There is a small older cabin on the easterly side of the parcel which will be relocated and preserved as a local housing unit.
- e. Protect sacred sites to preserve people's spiritual roots and their connection to the past.** No sacred sites exist within the project area.

4. Visual

- a. Identify and preserve unique views.** The project structures will be setback a minimum of 35 ft. from the Northerly property line fronting the scenic route and the majority of the structures will be setback even further than that. This helps to minimize the view from W. Lake St. There will be as many trees preserved as possible between the structures and the scenic route, and there will be decorative fencing panels scattered along the frontage as well to help screen the structures. The project is therefore compatible with its immediate surroundings and the desired visual quality of the Scenic Route and preserves significant views to the greatest extent possible.
- b. Minimize exotic landscaping, the size of building footprints, and the amount of impervious surface devoted to roadways.** No exotic landscaping is proposed and the size of the building footprints are relatively small in scale.

- c. **Where vegetation of the natural landscape is sparse, limit additional landscape plantings, except for native plants.** The existing landscape is not sparse.
- 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 project is not located on a skyline.
- e. **Cluster developments in a manner so as to maximize visually significant open space.**
The lots are small and clustered near the private drive to maximize continuous open space around the perimeter of the parcel.
- f. **Nestle structures below ridgelines and with the folds of hills.** The site has no ridgelines or hills.
- g. **Avoid or mitigate ridge top "skylining" that alters the natural land profiles with built structures.** The project area does not include a significant ridge top.
- h. **Minimize visual clutter within scenic corridors.** The project will be set a minimum of 35 ft. from scenic route on W. Lake St. as possible and therefore have a minimal impact on the view from the scenic route.
- 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 project will be set a minimum of 35 ft. from scenic route on W. Lake St. as possible and therefore have a minimal impact on the view from the scenic route.
- k. **Avoid fencing altogether to allow the landscape to flow uninterrupted.** Decorative floating fence panels are proposed, which will not restrict the movement of any wildlife.

5. Architecture and Design

- a. **Design buildings that mimic the profiles of the natural landscape.** The buildings are placed fairly uniformly across the property frontage.
- b. **Limit the majority of buildings to two (2) stories; taller buildings should be exceptional and reserved for cultural, civic or community housing purposes.** The proposed structures are all two story except for the small relocated cabin, which is deed restricted for local housing, and is single story.
- c. **Avoid building large, monolithic structures. Buildings should comprise a complex of smaller buildings or sections.** Each of the twelve new residential structures be constructed are two story in size and of similar shape and design. They do vary from 2,000 – 2,500 sq. ft. but the appearance will be fairly uniform and unvaried.
- d. **Limit the size of residential buildings relative to lot size.** The project proposes twelve units on reduced lots that are approximately the same size as the building footprints. However, the intent of this design is to preserve the greatest amount of open space in shared common area. The size of the structures leaves approximately 50% of the lot in preserved open space.
- e. **Arrange roofs so that each distinct roof corresponds to an identifiable entity in the building.** The rooflines are single-pitched but consistent with Mountain Modern architecture.
- f. **Build arcades at the edge of buildings to provide shelter from sun and rain.** Covered entry areas and covered decks on each unit help to provide shelter from sun, rain, and snow.
- g. **Vary roof pitches, lines, shapes, etc.** The split rook design of the buildings breaks up the roof lines and shapes.

- h. In designing a complex, leave room for organic future growth.** Due to the design and underlying density, no further development of the parcel is possible after full build-out.

6. Site Design

- a. Avoid nonnative vegetation and turf landscaping. Maintain existing vegetation and minimize land disturbance and lot grading.** The proposed landscaping includes native grasses and vegetation.
- b. Limit the size of secondary buildings, including garages.** No secondary buildings are proposed. Each unit has its own attached two car garage other than the small relocated local housing unit.

7. Other Elements

- a. Construct fences of historical, or natural, materials that are unobtrusive and wildlife friendly.** Decorative floating fence panels are proposed, which will not restrict the movement of any wildlife. The fence panels are proposed to be wooden with metal cutouts.
- b. Restrict or shield lighting so as to preserve the night sky.** All exterior lighting meets the provisions of McCall's Outdoor Lighting Ordinance (MCC 3.14) which requires exterior light fixtures to be fully shielded and downcast.
- c. Avoid large entryway signs and monumentation; allow the natural landscape to dominate.** An entry sign is proposed, however, no details have yet to be provided. Prior to scheduling of the final plat and final PUD applications with the Commission, the applicant shall provide additional signage details.

DEPARTMENT/AGENCY COMMENTS

McCall City Engineer

In a review letter dated January 27, 2021, the City Engineer stated the following:

Preliminary Plat and Guidance for Final Plat:

1. Based on our review of the preliminary plat (Secesh Sheet 1 of 1) and subsequent plans and documents, it appears that all required information on the preliminary plat has been provided.
2. Preparation of the final plat shall conform to the City's final plat requirements including the submittal of digital files in accordance with the City's digital data submission standards (DDSS).
3. All proposed easements required for the project (both onsite and offsite) shall be properly noted on the plat and/or have instrument numbers included for any separate recorded easement documents that are pertinent to the easements described on the final plat.
4. A 12 foot snow storage and utility easement should be added to the subdivision frontage along Forest Street.
5. The public pathway easement along E. Lake should also include snow storage and utility uses, since both will be necessary to handle drainage and snow removal from the pathway and road.

Preliminary Utility Plan (Sheet C4): Comments below are specific to the proposed water infrastructure that will be designed and constructed in accordance with the City of McCall and Idaho Department of Environmental Quality (IDEQ) Standards:

1. A fire flow analysis will need to be conducted by the City's water modeling consultant (SPF Water). Please provide the CAD linework for the proposed water main (tied to the City's McCall Modified Grid (MMG survey control network) including its connection points into the existing mains on Mather and Forest, so that we can complete the analysis.
2. Because the northern EOP of the separated pathway along SH-55 (between Mather and the propose project) will need to be located a minimum of twenty feet (20') from the existing fog line, it is likely that the water main location (across Ruby's Kitchen lot) may need to be moved south to accommodate landscaping between the pathway and the water main easement.

3. The existing water service (pit, setter, various fittings) that is proposed to be reused to serve Unit A-1 is out of compliance. Final plans water plans shall identify that contents of this meter pit (setter, box, lid, etc.) and any existing galvanized or non-plastic service line and fittings between the pit and edge of pavement within the SH-55 ROW shall be replaced with new in accordance with the City of McCall's water service standards.
4. An inline 8-inch gate valve shall be included on the new water main approximately between the proposed water services for Units A4/5 and Units A-2/3. This will provide additional control so a future main shut-downs can isolate and reduce the number of residences affected.
5. An 8-inch gate valve shall be added to the east side of the tee connection of the new main on Forest Street. The new tee shall also be 8-inch with subsequent 8"x6" reducer fittings.
6. A new 8-inch gate valve shall be added to the south side of the proposed 8-inch tee connection to the existing 8-inch water main on Mather. This tee will provide improved isolation capability for the area considering the location of the closest in-line valve is currently in the SH-55 drive lane, which presents safety and traffic control issues.
7. The location of the proposed water meter pits near plowed areas (i.e. Units 4/5 and Unit 6) and other proposed meter locations near or within the proposed roadside drainage swales is concerning. Final design shall include necessary bollard or other protection is provided to prevent vehicles or snowplows from driving over meters near parking lots and driveways. Final grading shall ensure that meters are not installed within drainage swales.
8. The roadside swale parallel proposed fire hydrant located on the south side of the cul-de-sac shall be minimized and/or have a small section of culvert installed to ensure easy foot access to the hydrant and frost protection over the hydrant 6-inch lateral line.

9. The final water civil plan shall comply with IDEQ standards and include a vertical profile that identifies the crossings of potable and non-potable water lines. The proposed water main and all service lines shall maintain six (6') feet of cover at all times.

Landscaping, Lighting, Power and Telecommunications Utilities: All utilities serving the units within the subdivision shall be located underground. As part of the final civil design package, additional utility plans (separate from the water and sewer plans) shall identify the location of:

1. Proposed street and pathway lighting and electrical control box/meter locations
2. Idaho Power electrical service lines and locations of transformers and j-boxes
3. Sparklight and/or Ziplay Fiber telecommunications lines, j-boxes and transformers
4. A final landscaping and irrigation plan shall be prepared to identify the finalized location of proposed plantings and irrigation infrastructure. If a separate irrigation water service is proposed, please include that on the irrigation plan and the water utility plan.

Roadway, Grading, Drainage and Stormwater Management (Sheets C5 and C7): Overall, the proposed roadway and cul-de-sac lay out and grading, drainage and stormwater management design appears acceptable and compliant with the City's private street and subdivision standards. Below are specific comments that should be addressed when preparing the final design drawings.

1. Snow storage areas appear to be very limited. The location of Unit B-4 is within a couple feet of the proposed fifty foot (50') private ROW. We are concerned that snow storage adjacent the ROW may conflict with the location of this unit. Moving Unit B-4 further away from the 50-ft ROW is advised.
2. Constructing and maintaining 2-2.5 foot deep roadside swales with 13 foot width (as proposed in the typical sections) is challenging and can be difficult to prevent sloughing and filling in the flow-line and inlets for driveways and cross culvert. Flared end-sections or other retainment

methods should be implemented to prevent the clogging of culvert inlets and disrupting drainage paths.

3. As discussed in previous meetings with the City Engineer, the northern edge of the proposed pathway should be located a minimum of twenty (20') feet south of the existing fog line for the eastbound lane of SH-55. This will ensure that a minimum of fifteen feet (15') of snow storage and swale area between road shoulder of SH-55 and the separated path. This may require that portions of the pathway be moved south slightly.
4. Grading and drainage design for the roadside swale between the eastbound lane of SH-55 and the separated pathway will be need to be incorporated into the final grading, drainage and stormwater management plans to identify how the final grading should occur and what conveyance facilities need to be enhanced/replaced to accommodate the new pathway and outlet of the onsite stormwater management facilities. An ITD encroachment permit will also be required for this work.
5. The final civil design submittal shall include a stormwater drainage report prepared in accordance with the City's drainage management guidelines (DMGs). A link to the City's DMGs is here: <https://evogov.s3.amazonaws.com/141/media/115536.pdf>. Specifically, the report shall address:
 - a. Attenuation of the 10-year peak flow runoff flow rate to pre-development conditions
 - b. Treatment of the water quality runoff (95 percentile) storm event.
 - c. Resolution 16-10: <https://evogov.s3.amazonaws.com/141/media/115537.pdf> defines both the 10 year and 95% design storm 24 hour storm sizes
6. Per MCC: 9.6.05.F.1, a private roadway maintenance, snow removal and cost forecasting plan shall be submitted for review and approval by the City Engineer. This plan shall serve as the

basis for establishing necessary private road maintenance dues that will be collected by the HOA.

7. A signage and striping plan is also required. This could be combined as part of other roadway and/or site plans submitted as part of the final civil design package.

In summary, our preliminary review of the civil design components of this proposed PUD indicate that this project will likely be able to be designed to conform to the City and state of Idaho's design standards. Concurrence with the Payette Lakes Recreational Water and Sewer District (PLRWSD) is also necessary to ensure that sanitary restrictions can be released, and the project can be served with public sewer. Similarly, during review of the final civil design plans, determinations of water capitalization and connection fees and will-serve statements will be provided.

Payette Lakes Recreational Water and Sewer District (PLRWSD)

This application was submitted to the PLRWSD more than thirty (30) days prior to the McCall Area Planning and Zoning Commission's February 2, 2021 meeting. In a review letter dated January 11, 2021, the sewer district stated the following:

We have reviewed the plans submitted and have spoke to the applicant's representative and explained the following:

1. This residential parcel is in a District Category "C" Basin. At this time, residential parcels within Category "C" basins are allowed on (1) standard residential connection per acre. The plans as submitted show thirteen (13) connection. The District will soon be in the process of making improvements to the sewer system, after those improvements are complete this parcel will be in a category "B" Basin. At that time, the residential sewer connection will be reviewed and approved up to the density allowed in the Interim District Sewer Density Map.
2. Any person or party desiring to construct a sewer line extension much first submit an application for the extension and obtain written permission from the District Board of Directors.

3. If the extension is approved, and after construction, no sewer hookups will be allowed and no sewer permits will be issued until all sewer improvements are completed and have been accepted by the District.

McCall Fire and EMS

In an email dated January 4, 2021, McCall Fire stated that a fire hydrant will be required near the 90-degree corner in the development.

Central District Health (CDH)

In a review letter from CDH dated January 7, 2021, CDH stated that the sewage and water plans must be submitted to and approved by the Idaho Department of Environmental Quality. After written approvals from the appropriate entities are submitted, the proposal can be approved for central sewage and central water.

McCall Parks and Recreation Advisory Committee

In an email dated January 21, 2021, the committee made a recommendation to Planning and Zoning to accept the proposed bike path with consideration of the maintenance needs of Parks staff and the implementation of directional way finding signage to downtown. Parks Advisory would also like to recommend that efforts be made to improve the pathway interface at Mather and the connection via a cross walk to Rotary Park and encourage the City to focus on future expansion on Forest St. for biking and walking.

Parks and Recreation and City Arborist

In an email dated January 21, 2021, the City Arborist stated staff would like to second the recommendation from the parks advisory committee and note that it would be great to see consistency in way finding signage directing users on the pathway to the downtown core via Forrest Street. This pathway is a logical transition to get bike and pedestrian users off of the highway (West Lake Street)

onto a separated pathway and over to a much less busy road into the downtown core. Additional signage would also help and should be located at the following locations.

- a. Where the pathway intersects Forrest Street and Mather Road.
- b. At the eastern end of the property along West Lake Street where the pathway turns to the south and heads to Forrest Street.

Trees and Tree Protection: Developer has been advised on the value of a tree protection and management plan and has been advised of the City's template for tree protection. We would recommend that they work with a third-party licensed arborist to develop a tree protection and management plan during construction that fits this site and project. The plan should clearly identify significant trees that can be retained during construction and efforts necessary to ensure their survival through the construction process.

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. Adequate notice of the February 2, 2021 public hearing was provided, pursuant to Section 67-6512, Idaho Code and Title 3, Chapter 15 of McCall City Code.
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 Area Planning and Zoning Commission hereby **recommends** this Subdivision application for **approval** by the McCall City Council, provided that the following conditions are met:

1. Approval of the project subdivisions preliminary plat (SUB-20-04) shall be contingent upon McCall City Council approval of the companion PUD general plan application (PUD-20-01) and McCall Area

Planning and Zoning Commission approval of the project Design Review (DR-20-49) and Scenic Route (SR-20-13) applications.

2. Prior to issuance of a building permit or any site disturbance or earthwork, the applicant shall receive final engineering approval for all civil plans.
3. Prior to issuance of a building permit, water infrastructure shall be constructed and final acceptance provided, and interior roads shall be constructed in all but final paving and striping.
4. Prior to issuance of any building permits, the applicant shall provide proof of sewer connection permit from the District. No sewer hookups will be allowed, and no sewer permits will be issued until the sewer main extension and all sewer improvements are completed and have been accepted by the District. Any person or party desiring to construct a sewer line extension must first submit an application for the extension and obtain written permission from the District Board of Directors.
5. Central sewage and water plans must be submitted to and approved by the Idaho Department of Environmental Quality prior to approval of the final plat.
6. Prior to scheduling of the final plat or PUD for consideration by the McCall Area Planning and Zoning Commission, and prior to any site work or disturbance, the applicant shall provide a tree protection and management plan by a third-party licensed arborist that fits this site and project. The plan should clearly identify significant trees that can be retained during construction and efforts necessary to ensure their survival through the construction process.
7. The parks proposal for a separated pedestrian pathway shall be modified to soften the 90-degree corners of the pathway in the final civil plans, and shall include directional signage provided by the applicant, where the pathway intersects Forrest St. and Mather Rd., and at the eastern end of the property along West Lake Street where the pathway turns to the south and heads to Forrest St.
8. The decorative fencing panels, if in excess of 4 ft., shall be setback at least 20 ft. from the front property line.

9. Upon submittal of the project Planned Unit Development Final Plan application, the applicant shall provide a detailed landscaping plan that identifies plant size at the time of installation and location of irrigation throughout the project.
10. Upon submittal of the Planned Unit Development Final Plan application, the applicant shall provide a lighting plan and photometric analysis that demonstrates that the site and exterior building lighting will comply with the McCall Outdoor Lighting Ordinance, pursuant to MCC 3.14.
11. Upon submittal of the Planned Unit Development Final Plan application, the applicant shall provide a snow storage plan that illustrates adequate snow storage areas for drive, parking, sidewalk, and pathway areas.
12. Details of the proposed entrance sign shall be provided as part of the final plat and final PUD applications prior to review by the McCall Area Planning and Zoning Commission.
13. Upon submittal of the Planned Unit Development Final Plan application, the applicant shall provide plans for the location of trash collection and trash enclosure(s) as necessary.
14. Pursuant to MCC 9.3.04, the private street shall be dedicated for public use; provided, no public parking shall be allowed on or along the project's private drives.
15. Prior to issuance of a Certificate of Occupancy for any unit, the applicant shall install street name and other necessary signage for addressing purposes as determined by the McCall Addressing Coordinator.
16. The applicant shall underground any overhead utilities (MCC 9.6.02) located along the property frontages. Additionally, all utilities within the project shall be installed underground, including any propane tanks.
17. Prior to issuance of a Certificate of Occupancy for any unit, the applicant shall either complete the landscaping, pathways, roadways, undergrounding of overhead utilities, and other project

amenities, or shall obtain approval of a Development Agreement with the City and shall provide financial assurances for any deferred improvements.

18. Prior to execution and recordation of the Final Plat, the applicant shall provide a maintenance reserve funding plan schedule for the private road for review and approval by the City Engineer.
19. Prior to execution and recordation of the Subdivision Final Plat, the applicant shall construct; water, sewer, and road infrastructure and shall obtain final approval of these aspects from the City of McCall and the Payette Lakes Recreational Water and Sewer District. Alternatively, the applicant shall obtain approval of a Development Agreement with the City and shall provide financial assurances for any deferred improvements.
20. 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.
21. 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.
22. A full set of as built (record) drawings of all improvements intended for public use and maintenance, including, but not limited to, water and sewer lines, and including also private and public streets, shall be furnished to the City within sixty (60) days of completion of the construction.
23. Cost estimates of all deferred infrastructure will be required prior to scheduling of the application before City Council and financial assurances in accordance with MCC 9.6.067 will be provided required prior to issuance of a building permit.
24. Any area history displays, if constructed, shall first be approved by the City.
25. Pursuant to MCC 9.2.07(A), the applicant shall submit a Final Plat for the project by not later than eighteen (18) months after the final approval of the Preliminary Plat unless an extension of the time is applied for and granted by the commission or unless otherwise allowed for with a phasing agreement.

26. Pursuant to MCC 3.10.09(G), within eighteen (18) months of the approval of the PUD General Plan,
the applicant shall submit to the City a final development plan for the entire PUD.

Findings of Fact **adopted** this 2nd day of FEBRUARY 2021.

Fallon Fereday, Chair
McCall Area Planning and Zoning Commission

Attest:

Morgan Bessaw, City Planner
City of McCall

IN RE:)
)
) **McCALL AREA PLANNING AND ZONING COMMISSION**
RUNNING HORSE) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
Design Review) **DECISION**
)
)
Application Number:)
DR-20-49, SR-20-13)

FINDINGS OF FACTS

Applicant: Net Prophet LLC

Representative: Steve Millemann

Application: A Design Review and Scenic Route application to construct thirteen detached, single family dwelling units, one of which will be a deed restricted local housing unit, along W. Lake St., a designated Scenic Route.

Companion Applications: SUB-20-04, PUD-20-01, and Associated Development Agreement

Location: Tax parcel 218 in lots 7, 8, &9, and Lot 6, and Tax parcel 232 in Lot 5, Block E, Brundage Subdivision, Section 8, T18N, R3E, B.M., City of McCall, Valley County, Idaho.

Public Notices: Newspaper: The Notice of Hearing was published in the *Star News* on January 14, 2021.
Mailing: The Notice of Hearing was mailed by the applicant to property owners within 300 feet on January 15, 2021.
Posting: The Notice of Hearing was posted by the applicant on the subject property on January 15, 2021.

Zoning: R4 – Low Density Residential

- Property Size:** The lot is currently 3.3 acres (143,748 sq. ft.). After the new private road is platted, the lot size is reduced to 2.5 acres (108,900 sq. ft.)
- Lot Coverage:** The total structure footprints plus the driveways and parking areas outside the private road right-of-way total 23,673 sq. ft. or 21.7% coverage. Per MCC 3.3.06, a single-family parcel of 108,900 sq. ft. would only be permitted 14% coverage. However, per the administrative determination on residential developments where multiple units are located on a single parcel, the applicant shall be permitted to divide the total lot size in sq. ft. by the number of proposed dwelling units. The resulting number in sq. ft. shall be used in Figure 3.3.06 to determine the maximum permitted lot coverage in percentages. In this case, that number is 8,377 sq. ft., which would permit approximately 32% lot coverage.
- Building Height:** The maximum height of the tallest structure proposed, Building Design B, is 28 ft. 3 ¼ in.
- Proposed Setbacks:** The required setback within the proposed R4 – Low Density Residential zone is twenty-five feet (25 ft.) from the property lines along W. Lake St., 15 ft. from either side property line, and 10 ft. from the southerly rear property line. The submitted general plan proposes a minimum setback of thirty-five ft. from the property line fronting W. Lake St., 20 ft. from either side property line, 16 ft. from the southeast property line to the deed restricted local housing unit, and 10 ft. from the southwesterly property line to the nearest unit.

Parking Spaces: McCall City Code (MCC 3.8.062) requires that single family homes provide a minimum of two (2) parking spaces per residential unit. The design of the structures to be constructed all include a two car garages. Therefore, the parking requirement has been met. In addition to the garage parking provided, the applicant has provided nine (9) shared common parking spaces for guests, which is not required by code. Therefore, more than adequate parking spaces are provided within the proposed development.

APPROVAL STANDARDS

Scenic Route Zone

The Commission shall determine whether the proposed development, improvement, or use:

- 1. Blocks or disrupts the visibility of significant views or features and**
- 2. Is compatible (in terms of setback, bulk, height, design, finish materials, signing and landscaping) with its immediate surroundings and the desired visual quality of the scenic route.** The project structures will be setback a minimum of 35 ft. from the Northerly property line fronting the scenic route and the majority of the structures will be setback even further than that. This helps to minimize the view from W. Lake St. There will be as many trees preserved as possible between the structures and the scenic route, and there will be decorative fencing panels scattered along the frontage as well to help screen the structures. The project is therefore compatible with its immediate surroundings and the desired visual quality of the Scenic Route and preserves significant views to the greatest extent possible.

Title 3, Chapter 16

Design Review

The commission or administrator shall determine the following before approval is given:

1. **The project is in general conformance with the comprehensive plan.**
2. **The project does not jeopardize the health, safety or welfare of the public.**
3. **The project conforms to the applicable specifications outlined in the "City Of McCall Design Guidelines", incorporated by reference herein, as well as all other applicable requirements of the zoning ordinance and subdivision ordinance, adopted by the city of McCall.** Please see the review of the Design Guidelines below.

DESIGN GUIDELINES

General Guidelines

1. **Building Scale:** The proposed project is in scale with the surrounding residential structures.
2. **Pedestrian Character:** Paved pedestrian pathway system of 10 ft. in width connecting the W. Lake St. and Mather intersection to Forest St, which is identified for pedestrian connections in the pathways master plan.
3. **Blank Walls:** The proposed structures include avoids blank walls by including windows on all facades.
4. **Storefront:** The project is entirely residential and, therefore, no storefronts are proposed.
5. **Parking:** McCall City Code (MCC 3.8.062) requires that single family homes provide a minimum of two (2) parking spaces per residential unit. The design of the structures to be constructed all include a two car garages. Therefore, the parking requirement has been met. In addition to the garage parking provided, the applicant has provided nine (9) shared common parking spaces for guests, which is not required by code. Therefore, more than adequate parking spaces are provided within the proposed development.

Guidelines for All Projects

Site Planning

1. **Building Siting:** The proposed building siting preserve many significant large evergreen trees and provides the greatest amount of continuous open space.
2. **Adjacent Buildings and Uses:** The proposed low density residential use is compatible with the surrounding neighborhood.
3. **Preserve Vegetation and Wildlife:** The project area does not contain any known wildlife corridors. A tree protection plan is required to help preserve all the trees remaining on site during construction.
4. **Preserve Views:** The project structures will be setback a minimum of 35 ft. from the Northerly property line fronting the scenic route and the majority of the structures will be setback even further than that. This helps to minimize the view from W. Lake St. There will be as many trees preserved as possible between the structures and the scenic route, and there will be decorative fencing panels scattered along the frontage as well to help screen the structures. The project is therefore compatible with its immediate surroundings and the desired visual quality of the Scenic Route and preserves significant views to the greatest extent possible.
5. **Preserve Skylines:** The proposed structures will not disrupt prominent skylines.
6. **Preserve Natural Drainage:** As stated in the City Engineer (see Agency Comments) submitted conceptual grading and stormwater management plans indicate that the project will likely be able to comply with the City's drainage and management guidelines and final design approval will be required as part of final engineering approval.
7. **Cluster Buildings:** The proposed buildings are clustered around the access road to preserve open space along the northerly and easterly perimeter of the property where the pedestrian pathway will be located.

8. **Street Alignment:** The development will be accessed via a new private drive that connects to Forest St. which dead-ends with a cul-de-sac in the development. The roadway will be maintained by the HOA in accordance with the CC&Rs.
9. **Retaining Walls:** No retaining walls are proposed.
10. **Snow Storage:** Snow storage plans and area calculations have been provided by the applicant and are adequate to accommodate the proposed road and parking areas based on code requirements.
11. **Roof Design and Snow:** The proposed structures include metal roofing and drip lines and snow shedding are have been anticipated.
12. **Use the Sun:** The project avoids creating cold, unpleasant, exterior areas by providing covered decks on all new residences.
13. **Screen Service Areas:** The proposed trash location will be required to be screened from the right-of-way.
14. **Circulation Needs – Pedestrian and Vehicles:** The project promotes active and safe streetscapes in residential neighborhoods by extending a 10 ft. wide paved pedestrian path from the corner of Mather and W. Lake St. along the northerly and easterly property perimeter to Forest St.

Architecture

1. **Enhance McCall Classic Styles:** The mountain modern theme is consistent with McCall Classic Styles.
2. **Minimize Scale:** The architectural details, varied rooflines, and covered entries and decks help to minimize the scale.
3. **Building Additions:** No additions to existing buildings are proposed.

4. **Roof Lines:** The varied heights of the structure help to break up the roof lines. Covered entry areas help to provide shelter from sun, rain, and snow.
5. **Mechanical Equipment:** No mechanical equipment is proposed.
6. **Multi-Unit Structures:** N/A
7. **Balconies and Porches:** The proposed balconies of each unit are integrated with the building design.
8. **Exterior Doorways:** The exterior doorways of the proposed units serve the intended function.
9. **Wall Materials:** The wall materials include wood siding with dark metal accents.
10. **Shop Front Design:** The project is entirely residential and, therefore, no storefronts or shop fronts are proposed.
11. **Wall Colors:** The dark grey, brown, and natural wood colors are of natural hues.

Landscaping and Site Design

1. **Light Fixtures:** The application submittal provides residential light fixture details but does not include a site lighting plan. Per MCC 9.6.02(c), streetlights in residential areas are required at intersections with collector streets such as Forest St. and shall be in accordance with MCC 3.14. Therefore, as a Condition of Approval, upon submittal of the PUD Final Plan application, the applicant shall provide a lighting plan and photometric analysis that demonstrates that the site and exterior building lighting will comply with the McCall Outdoor Lighting Ordinance, pursuant to MCC 3.14, which requires all exterior lighting to be downcast and fully shielded and that no light trespass onto adjacent properties will occur.
2. **Fences:** Decorative fence panels with metal cutouts of running horses representing the Development's name along the public pathway. The fence will not be continuous and will therefore not impede movement of wildlife across the property.
3. **Retaining Walls:** It does not appear that any retaining walls are proposed.

4. **Landscaping Plan:** A detailed landscaping plan has not been provided. However, the applicant has provided information on the following:

There are currently 266 trees on the 3.3 acres. The plan calls for the removal of 140 trees, which leaves 126 trees remaining on site, which are required to be protected during construction.

Fifty-five to sixty new trees, along with other unspecified landscaping is proposed to be added.

The primary intent of the landscaping plan is to preserve the natural state of vegetation on site.

Upon submittal of the project Planned Unit Development Final Plan application, the applicant shall provide a detailed landscaping plan that identifies plant size at the time of installation and location of irrigation throughout the project.
5. **Site Conditions for Landscaping:** Site conditions have been considered during development of the landscaping plan.
6. **Lawn Area:** Disturbed areas and non-surfaced areas within the project will be seeded with native grass mix to reduce erosion. No non-native lawns are proposed.
7. **Plants as Screening:** The submitted landscaping plan provides new additional screening between the building frontages and the side property lines in the way of 55 to 60 new trees which are proposed.
8. **Utility Installations:** All overhead utilities within the project boundary are proposed to be installed underground. Additionally, as a Condition of Approval, any existing overhead utilities along the property frontage shall be installed underground and any future propane tanks shall be placed underground.
9. **Screen Parking Lots:** N/A
10. **Irrigation System Required:** An underground irrigation system will be installed.
11. **Preserve Existing Trees:** There are currently 266 trees on the 3.3 acres. The plan calls for the removal of 140 trees, which leaves 126 trees remaining on site, which are required to be

protected during construction. Fifty-five to sixty new trees, along with other unspecified landscaping is proposed to be added.

12. **Grading and Drainage:** As stated in the City Engineer (see Agency Comments) submitted conceptual grading and stormwater management plans indicate that the project will likely be able to comply with the City's drainage and management guidelines and final design approval will be required as part of final engineering approval.
13. **Maintenance:** Maintenance of the landscaping and amenities will be the responsibility of the Home Owners Association other than for the pedestrian pathway, which the City of McCall Agrees to maintain.
14. **Sidewalks:** The project promotes active and safe streetscapes in residential neighborhoods by extending a 10 ft. wide paved pedestrian path from the corner of Mather and W. Lake St. along the northerly and easterly property perimeter to Forest St.

Residential Districts

1. **Preserve historic residences:** No registered historic residences will be impacted by this project. There is a small older cabin on the easterly side of the parcel which will be relocated and preserved as a local housing unit.
2. **Preserve human scale in residential character:** The project is of human scale and in scale with the surrounding residences.
3. **Preserve compatibility with surrounding neighborhoods:** The project maintains the R4 – Low Density Residential Zone density and is compatible with the surrounding neighborhood.
4. **Preserve natural features of the immediate landscape and environment:** The project preserves 50% of the space in common area open space and is intending to preserve and protect as many trees on site as possible.

5. **Provide for community, or affordable, housing as needed:** The project provides for one local housing unit.
6. **Provide open spaces to enhance and maintain the rural character:** The project exceeds the 10% minimum open space required by code for PUDs and is preserving approximately 50% of the area in open space.
7. **Provide living and moving space for native animals:** The project exceeds the 10% minimum open space required by code for PUDs and is preserving approximately 50% of the area in open space. This provided more than the minimum required living and moving space for native animals.
8. **Promote active and safe streetscapes in residential neighborhoods that are conducive to walking and biking:** The project promotes active and safe streetscapes in residential neighborhoods by extending a 10 ft. wide paved pedestrian path from the corner of Mather and W. Lake St. along the northerly and easterly property perimeter to Forest St.

DEPARTMENT/AGENCY COMMENTS

McCall City Engineer

In a review letter dated January 27, 2021, the City Engineer stated the following:

Preliminary Plat and Guidance for Final Plat:

1. Based on our review of the preliminary plat (Secesh Sheet 1 of 1) and subsequent plans and documents, it appears that all required information or the preliminary plat has been provided.
2. Preparation of the final plat shall conform to the City's final plat requirements including the submittal of digital files in accordance with the City's digital data submission standards (DDSS).

3. All proposed easements required for the project (both onsite and offsite) shall be properly noted on the plat and/or have instrument numbers included for any separate recorded easement documents that are pertinent to the easements described on the final plat.
4. A 12 foot snow storage and utility easement should be added to the subdivision frontage along Forest Street.
5. The public pathway easement along E. Lake should also include snow storage and utility uses, since both will be necessary to handle drainage and snow removal from the pathway and road.

Preliminary Utility Plan (Sheet C4): Comments below are specific to the proposed water infrastructure that will be designed and constructed in accordance with the City of McCall and Idaho Department of Environmental Quality (IDEQ) Standards:

1. A fire flow analysis will need to be conducted by the City's water modeling consultant (SPF Water). Please provide the CAD linework for the proposed water main (tied to the City's McCall Modified Grid (MMG survey control network) including its connection points into the existing mains on Mather and Forest, so that we can complete the analysis.
2. Because the northern EOP of the separated pathway along SH-55 (between Mather and the propose project) will need to be located a minimum of twenty feet (20') from the existing fog line, it is likely that the water main location (across Ruby's Kitchen lot) may need to be moved south to accommodate landscaping between the pathway and the water main easement.
3. The existing water service (pit, setter, various fittings) that is proposed to be reused to serve Unit A-1 is out of compliance. Final plans water plans shall identify that contents of this meter pit (setter, box, lid, etc.) and any existing galvanized or non-plastic service line and fittings between the pit and edge of pavement within the SH-55 ROW shall be replaced with new in accordance with the City of McCall's water service standards.

4. An inline 8-inch gate valve shall be included on the new water main approximately between the proposed water services for Units A4/5 and Units A-2/3. This will provide additional control so a future main shut-downs can isolate and reduce the number of residences affected.
5. An 8-inch gate valve shall be added to the east side of the tee connection of the new main on Forest Street. The new tee shall also be 8-inch with subsequent 8"x6" reducer fittings.
6. A new 8-inch gate valve shall be added to the south side of the proposed 8-inch tee connection to the existing 8-inch water main on Mather. This tee will provide improved isolation capability for the area considering the location of the closest in-line valve is currently in the SH-55 drive lane, which presents safety and traffic control issues.
7. The location of the proposed water meter pits near plowed areas (i.e. Units 4/5 and Unit 6) and other proposed meter locations near or within the proposed roadside drainage swales is concerning. Final design shall include necessary bollard or other protection is provided to prevent vehicles or snowplows from driving over meters near parking lots and driveways. Final grading shall ensure that meters are not installed within drainage swales.
8. The roadside swale parallel proposed fire hydrant located on the south side of the cul-de-sac shall be minimized and/or have a small section of culvert installed to ensure easy foot access to the hydrant and frost protection over the hydrant 6-inch lateral line.
9. The final water civil plan shall comply with IDEQ standards and include a vertical profile that identifies the crossings of potable and non-potable water lines. The proposed water main and all service lines shall maintain six (6') feet of cover at all times.

Landscaping, Lighting, Power and Telecommunications Utilities: All utilities serving the units within the subdivision shall be located underground. As part of the final civil design package, additional utility plans (separate from the water and sewer plans) shall identify the location of:

1. Proposed street and pathway lighting and electrical control box/meter locations

2. Idaho Power electrical service lines and locations of transformers and j-boxes
3. Sparklight and/or Zipley Fiber telecommunications lines, j-boxes and transformers
4. A final landscaping and irrigation plan shall be prepared to identify the finalized location of proposed plantings and irrigation infrastructure. If a separate irrigation water service is proposed, please include that on the irrigation plan and the water utility plan.

Roadway, Grading, Drainage and Stormwater Management (Sheets C5 and C7): Overall, the proposed roadway and cul-de-sac lay out and grading, drainage and stormwater management design appears acceptable and compliant with the City’s private street and subdivision standards. Below are specific comments that should be addressed when preparing the final design drawings.

1. Snow storage areas appear to be very limitThe location of Unit B-4 is within a couple feet of the proposed fifty foot (50’) private ROW. We are concerned that snow storage adjacent the ROW may conflict with the location of this unit. Moving Unit B-4 further away from the 50-ft ROW is advised.
2. Constructing and maintaining 2-2.5 foot deep roadside swales with 13 foot width (as proposed in the typical sections) is challenging and can be difficult to prevent sloughing and filling in the flow-line and inlets for driveways and cross culvert. Flared end-sections or other retainment methods should be implemented to prevent the clogging of culvert inlets and disrupting drainage paths.
3. As discussed in previous meetings with the City Engineer, the northern edge of the proposed pathway should be located a minimum of twenty (20’) feet south of the existing fog line for the eastbound lane of SH-55. This will ensure that a minimum of fifteen feet (15’) of snow storage and swale area between road shoulder of SH-55 and the separated path. This may require that portions of the pathway be moved south slightly.

4. Grading and drainage design for the roadside swale between the eastbound lane of SH-55 and the separated pathway will be need to be incorporated into the final grading, drainage and stormwater management plans to identify how the final grading should occur and what conveyance facilities need to be enhanced/replaced to accommodate the new pathway and outlet of the onsite stormwater management facilities. An ITD encroachment permit will also be required for this work.
5. The final civil design submittal shall include a stormwater drainage report prepared in accordance with the City’s drainage management guidelines (DMGs). A link to the City’s DMGs is here: <https://evogov.s3.amazonaws.com/141/media/115536.pdf>. Specifically, the report shall address:
 - a. Attenuation of the 10-year peak flow runoff flow rate to pre-development conditions
 - b. Treatment of the water quality runoff (95 percentile) storm event.
 - c. Resolution 16-10: <https://evogov.s3.amazonaws.com/141/media/115537.pdf> defines both the 10 year and 95% design storm 24 hour storm sizes
6. Per MCC: 9.6.05.F.1, a private roadway maintenance, snow removal and cost forecasting plan shall be submitted for review and approval by the City Engineer. This plan shall serve as the basis for establishing necessary private road maintenance dues that will be collected by the HOA.
7. A signage and striping plan is also required. This could be combined as part of other roadway and/or site plans submitted as part of the final civil design package.

In summary, our preliminary review of the civil design components of this proposed PUD indicate that this project will likely be able to be designed to conform to the City and state of Idaho’s design standards. Concurrence with the Payette Lakes Recreational Water and Sewer District (PLRWSD) is also necessary to ensure that sanitary restrictions can be released, and the project can be served with public

sewer. Similarly, during review of the final civil design plans, determinations of water capitalization and connection fees and will-serve statements will be provided.

Payette Lakes Recreational Water and Sewer District (PLRWSD)

This application was submitted to the PLRWSD more than thirty (30) days prior to the McCall Area Planning and Zoning Commission's February 2, 2021 meeting. In a review letter dated January 11, 2021, the sewer district stated the following:

We have reviewed the plans submitted and have spoke to the applicant's representative and explained the following:

1. This residential parcel is in a District Category "C" Basin. At this time, residential parcels within Category "C" basins are allowed on (1) standard residential connection per acre. The plans as submitted show thirteen (13) connection. The District will soon be in the process of making improvements to the sewer system, after those improvements are complete this parcel will be in a category "B" Basin. At that time, the residential sewer connection will be reviewed and approved up to the density allowed in the Interim District Sewer Density Map.
2. Any person or party desiring to construct a sewer line extension much first submit an application for the extension and obtain written permission from the District Board of Directors.
3. If the extension is approved, and after construction, no sewer hookups will be allowed and no sewer permits will be issued until all sewer improvements are completed and have been accepted by the District.

McCall Fire and EMS

In an email dated January 4, 2021, McCall Fire stated that a fire hydrant will be required near the 90-degree corner in the development.

Central District Health (CDH)

In a review letter from CDH dated January 7, 2021, CDH stated that the sewage and water plans must be submitted to and approved by the Idaho Department of Environmental Quality. After written approvals from the appropriate entities are submitted, the proposal can be approved for central sewage and central water.

McCall Parks and Recreation Advisory Committee

In an email dated January 21, 2021, the committee made a recommendation to Planning and Zoning to accept the proposed bike path with consideration of the maintenance needs of Parks staff and the implementation of directional way finding signage to downtown. Parks Advisory would also like to recommend that efforts be made to improve the pathway interface at Mather and the connection via a cross walk to Rotary Park and encourage the City to focus on future expansion on Forest St. for biking and walking.

Parks and Recreation and City Arborist

In an email dated January 21, 2021, the City Arborist stated staff would like to second the recommendation from the parks advisory committee and note that it would be great to see consistency in way finding signage directing users on the pathway to the downtown core via Forrest Street. This pathway is a logical transition to get bike and pedestrian users off of the highway (West Lake Street) onto a separated pathway and over to a much less busy road into the downtown core. Additional signage would also help and should be located at the following locations.

- a. Where the pathway intersects Forrest Street and Mather Road.
- b. At the eastern end of the property along West Lake Street where the pathway turns to the south and heads to Forrest Street.

Trees and Tree Protection: Developer has been advised on the value of a tree protection and management plan and has been advised of the City's template for tree protection. We would recommend that they work with a third-party licensed arborist to develop a tree protection and

management plan during construction that fits this site and project. The plan should clearly identify significant trees that can be retained during construction and efforts necessary to ensure their survival through the construction process.

CONCLUSIONS OF LAW

1. The City of McCall has provided for the processing of Design Review applications, pursuant to Title 3, Chapter 16 of McCall City Code.
2. Adequate notice of the February 2, 2021 public hearing was provided, pursuant to Section 67-6512, Idaho Code and Title 3, Chapter 15 of McCall City Code.
3. Upon compliance with the conditions noted below, the application meets the Design Review Standards set forth in Title 3, Chapter 16 of McCall City Code.

DECISION

THEREFORE, the McCall Area Planning and Zoning Commission hereby **approves** this Design Review application, provided that the following conditions are met:

1. Pursuant to McCall City Code (MCC 3.16.08), design review approval shall lapse and become void whenever the applicant has not applied for a building permit within one year from the date of initial approval.
2. Approval of this Design Review application is contingent upon City Council approval of the companion Subdivision (SUB-20-04) and Planned Unit Development (PUD-20-01) applications and any conditions required by those applications.

Findings of Fact **adopted** this 2nd day of FEBRUARY 2021.

Fallon Fereday, Chair
McCall Area Planning and Zoning Commission

Attest:

Morgan Bessaw, City Planner
City of McCall

RECEIVED

City of McCall
216 East Park Street
McCall, Idaho 83638
P.208.634.7142

DEC 22 2020

LAND USE APPLICATION



Date Received: _____

Fees Paid: _____

NOTICE OF ADDITIONAL FEES

Land use applications may be subject to engineering and legal review for purpose of addressing compliance and conformance issues. The City of McCall reserves the right to contract these services to private firms. The costs of these reviews are passed on to the applicant. These fees are separate, and in addition to, the City's application and permit fees. Completion of this application signifies consent to these fees.

Please check all that apply:

- # _____ Record of Survey (ROS) - \$420
- # 1 Design Review (DR) - \$300 + \$25/1,000 sq. ft. of new construction (rounded to the nearest 1,000)
- # 1 Scenic Route (SR) - \$300
- # _____ Shoreline or River Environs (SH) - \$300
- # _____ Conditional Use Permit (CUP) - \$600
- # _____ Administrative Approval (AA) - \$50
- # 1 Planned Unit Development (PUD) General Plan - \$2,000 + \$75/lot or unit
- # _____ Planned Unit Development (PUD) Final Plan - \$500 + \$75/lot or unit
- # 1 Subdivision (SUB) Preliminary Plat - \$2,500 + \$75/lot or unit
- # _____ Subdivision (SUB) Final Plat - \$1000 + \$75/lot or unit
- # _____ Minor Plat Amendment - \$1,000
- # _____ Variance (VAR) - \$1,000
- # _____ Rezone (ZON) - \$1,500
- # _____ Zoning Code Amendment (CA) - \$750/title
- # _____ Annexation - \$3,000
- # _____ Vacation (VAC) - \$750

Incomplete applications cannot be accepted by the City. Unless otherwise exempted by the Administrator, all Application Requirements must be provided at the time of submission. Please refer to specific application info sheets for more details.

PROPERTY OWNER INFORMATION

Property Owner 1: Net Prodnnet LLC Email: _____

Mailing Address: _____

Property Owner 2 (if Applicable): _____ Email: _____

Mailing Address: _____ Phone: _____

AGENT/AUTHORIZED REPRESENTATIVE INFORMATION

Applicant/Representative: Sasha Childs Email: sasha@cometohometomccall.com

Mailing Address: PO Box 1790 McCall, ID. 83638 Phone: 208 866.1261

PROPERTY INFORMATION

Address(es) of Property: lots 6 and Tax No 218 in lots 7,8,9 of Block E

Legal Description of Property: Brundage Subdivision and 314 W. Lake St McCall, ID

Zoning District of Property: R4 Project Sq. Footage (if Applicable): projected development: 71,874
Total: 143,748
83638

Impact Area City Limits Residential Commercial

LAND USE APPLICATION CONTINUED

Payette Lakes Water and Sewer District or Septic System or not applicable

PROJECT DESCRIPTION

Explain the general nature of what is proposed: (please attach supplemental information if needed)

Running Horse PUD is a Subdivision of 3.3 acres in an R4 zone proposing 13 dwellings (residential) to be developed on the property.

SIGNATURES

The Applicant hereby agrees to pay reasonable attorney fees, including attorney fees on appeal and expenses of the City of McCall, in the event of a dispute concerning the interpretation or enforcement of the Land Use Application in which the City of McCall is the prevailing party.

I certify that I have reviewed and understand the procedures and requirements of the McCall City Code. I give permission for City staff and/or Planning & Zoning Commission members to view and enter the subject property in order to fully review this application. I understand that failure to provide complete and accurate information on this application may lead to denial of this application.

Chad Harding

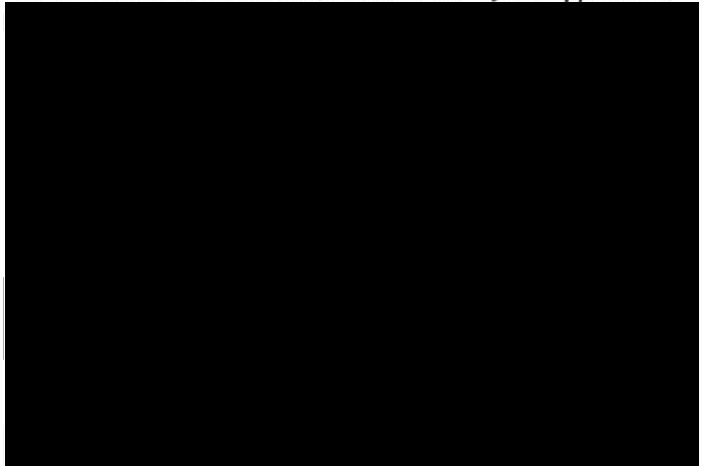
Property Owner 1

Jon Thurnagle

Property Owner 2 (If Applicable)

Sasha Childs

Agent/Authorized Representative

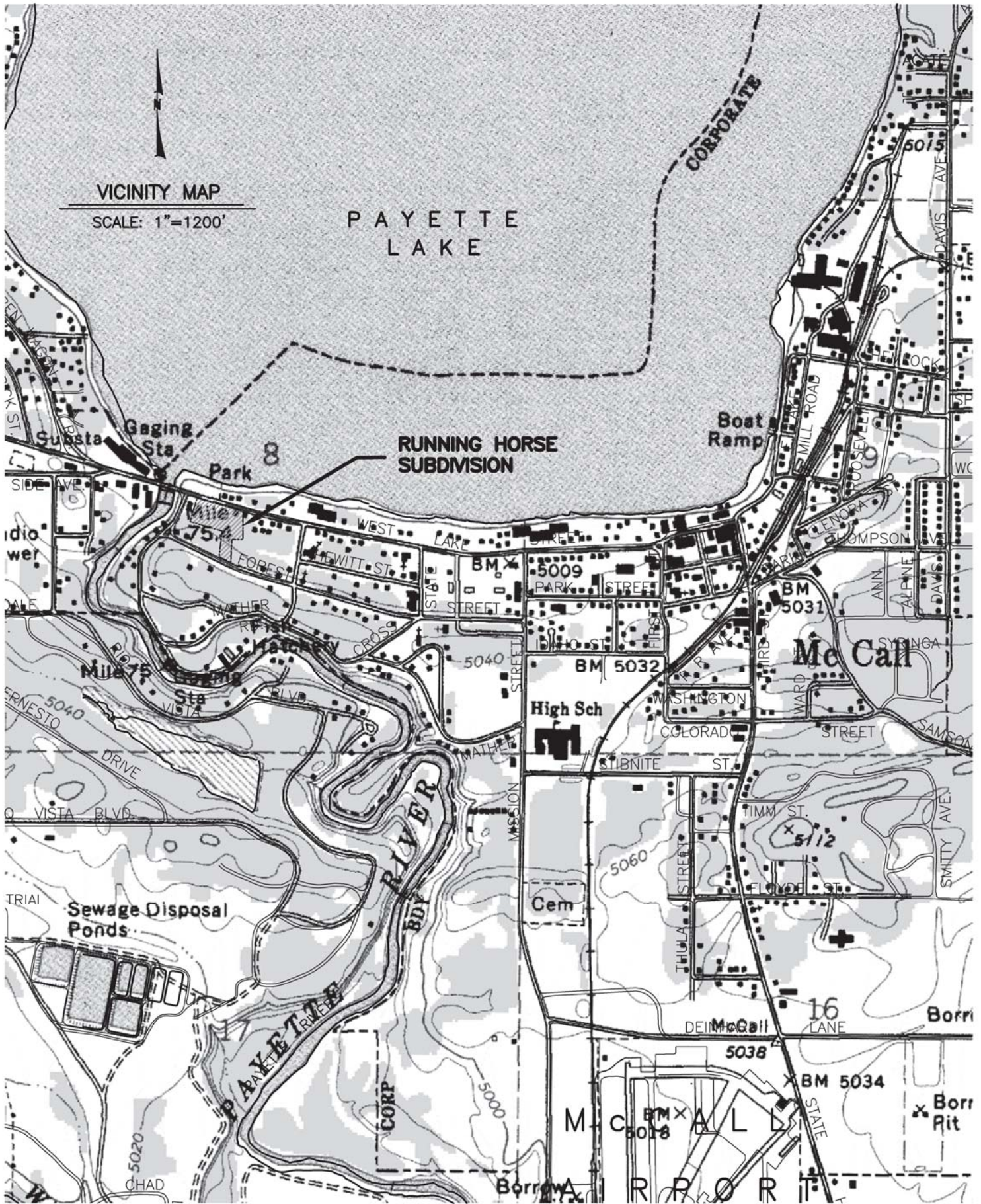


FOR RECORD OF SURVEY APPLICATIONS ONLY: STATEMENT OF EASEMENT DISCLOSURE

Surveyor

Signature

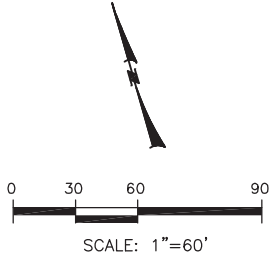
I hereby certify that I have performed a thorough search for all relevant easements that relate to the subject property and have indicated or referenced these by their instrument number on the provided survey.



SECESH ENGINEERING, INC.
 335 DEINHARD LANE, SUITE 1
 McCALL, IDAHO 83638
 208-634-6336

VICINITY MAP
 RUNNING HORSE SUBDIVISION

Drawing No.:	SHEET C1
Drawn by:	SA
Date:	12/18/2020



DEVELOPMENT DATA

PROPERTY AREA 3.30 Ac.
 PRIVATE ROW AREA 0.80 Ac.
 AREA IN LOTS 0.62 Ac.
 DRIVEWAY & PARKING AREAS 0.23 Ac.
 OPEN SPACE AREA 1.65 Ac.
 OPEN SPACE PERCENTAGE 50.0%

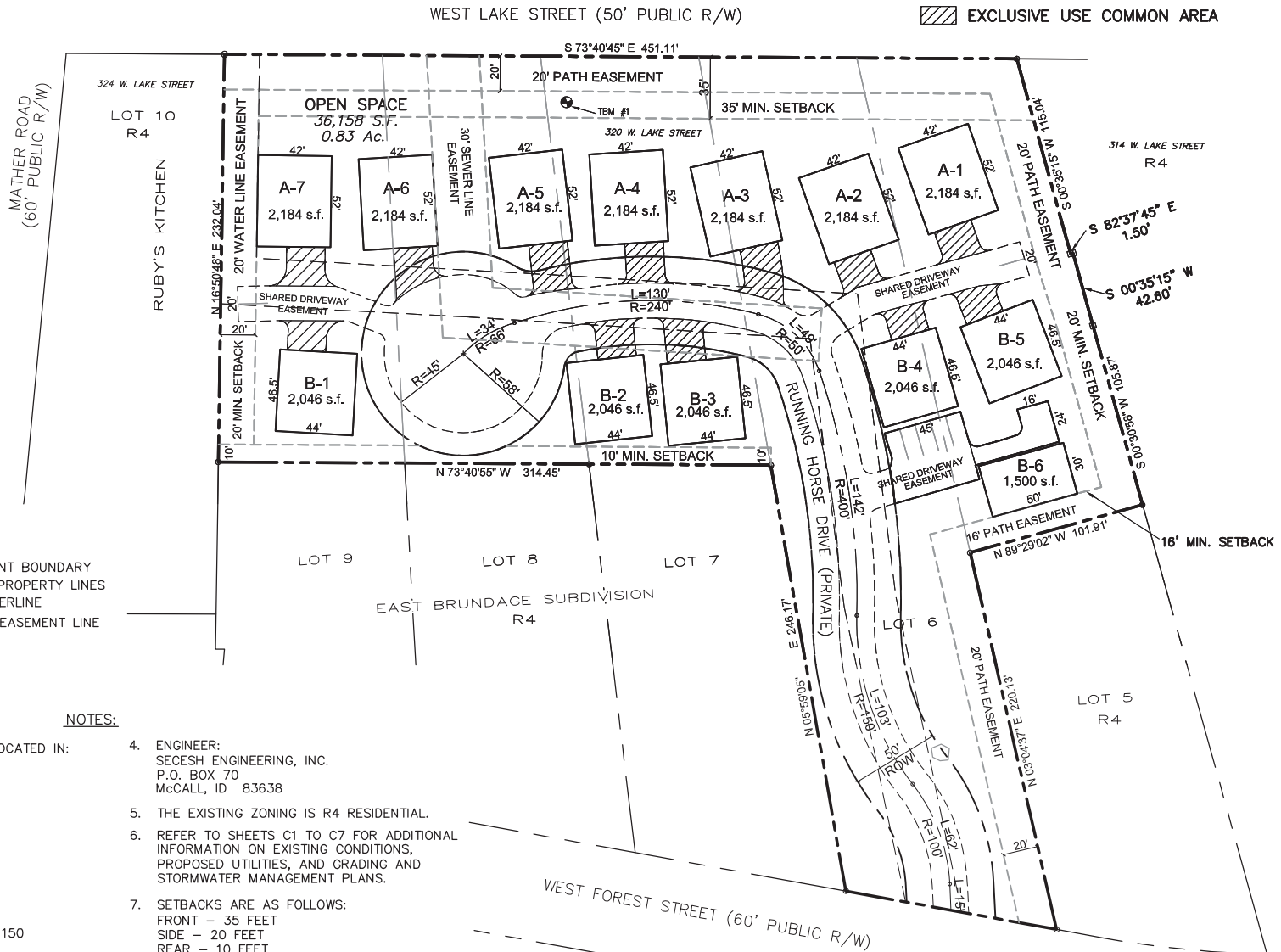
PROPERTY IS ZONED R4
 3.30 AC * 4 = 13.2 UNITS

LEGEND

- DEVELOPMENT BOUNDARY
- ADJACENT PROPERTY LINES
- ROAD CENTERLINE
- PROPOSED EASEMENT LINE

NOTES:

1. RUNNING HORSE SUBDIVISION IS LOCATED IN: BRUNDAGE SUBDIVISION. LOTS 5, 6, 7, 8, & 9. BLOCK E. T.18N., R.3E., B.M. McCALL, IDAHO
2. THE SUBDIVIDER IS: NET PROPHET, LLC 146 E CHUBBUCK RD, SUITE C POCATELLO, IDAHO 83202
3. LAND SURVEYOR: TEALY LAND SURVEYING 12594 W. EXPLORER DRIVE, SUITE 150 BOISE, ID 83713
4. ENGINEER: SECESH ENGINEERING, INC. P.O. BOX 70 McCALL, ID 83638
5. THE EXISTING ZONING IS R4 RESIDENTIAL.
6. REFER TO SHEETS C1 TO C7 FOR ADDITIONAL INFORMATION ON EXISTING CONDITIONS, PROPOSED UTILITIES, AND GRADING AND STORMWATER MANAGEMENT PLANS.
7. SETBACKS ARE AS FOLLOWS:
 FRONT - 35 FEET
 SIDE - 20 FEET
 REAR - 10 FEET
 PRIVATE ROW - 0 FEET



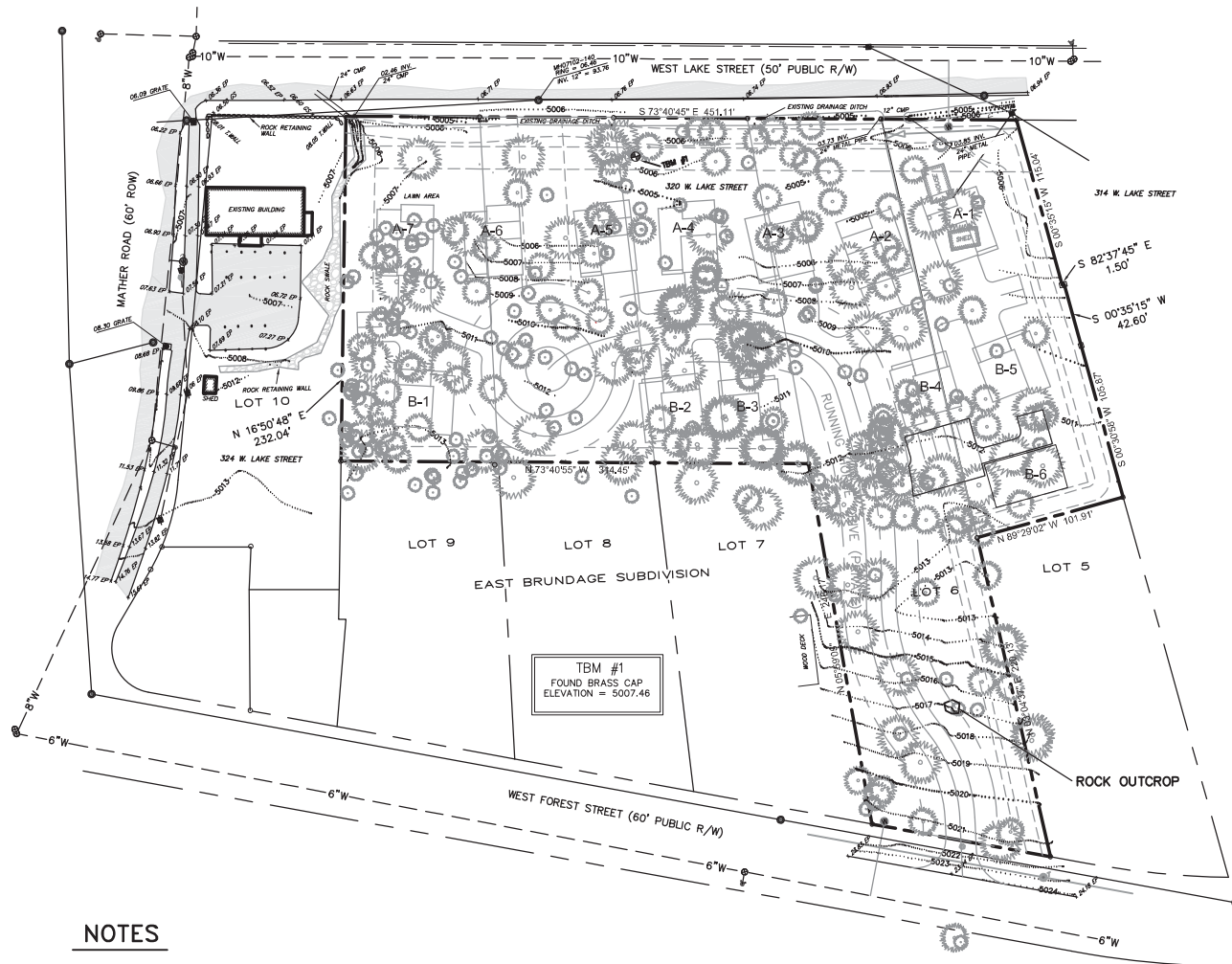
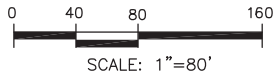
DATE	DESIGNED	DRAWN BY	APPROVED	DATE

PRELIMINARY PLAT
 RUNNING HORSE SUBDIVISION

SECESH ENGINEERING INC.
 335 DEINHARD LANE, SUITE 1
 McCALL, IDAHO 83638
 208.694.6936 - FAX 208.694.6928

LEGEND

- BOUNDARY LINE
- EXISTING FENCE LINE
- SANITARY SEWER LINE
- WATER LINE
- OVERHEAD POWER & TELE. LINES
- EDGE OF PAVEMENT
- UNDERGROUND TELEPHONE LINE
- ▨ EXISTING BUILDING
- ▨ ASPHALTIC PAVEMENT
- ▨ CONCRETE
- ⊙ FOUND 5/8" IRON PIN
- FOUND 1/2" IRON PIN
- CALCULATED POINT, NOT SET
- MANHOLE
- ⊕ POWER POLE
- ⊖ GUY ANCHOR
- ⊙ TELEPHONE RISER
- ⊙ TELEPHONE MANHOLE
- ⊕ WATER VALVE
- ⊕ WATER METER
- ⊕ FIRE HYDRANT
- ⊕ EXISTING ELEVATION (GROUND SHOT)
- EP EDGE OF ASPHALTIC PAVEMENT
- T.WALL TOP OF WALL
- ⊙ EVERGREEN TREE
- TOP OF BANK



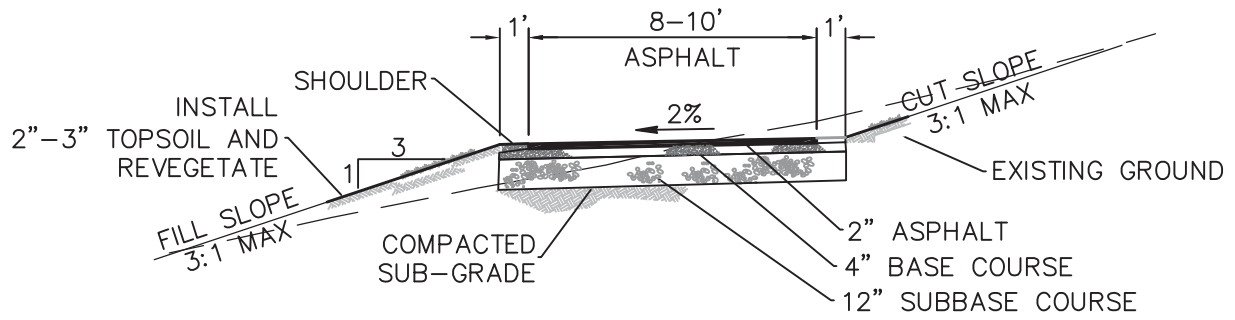
NOTES

1. SURVEY AND MAPPING PERFORMED BY TEALEY LAND SURVEYING.

DATE	DESIGNED BY	DRAWN BY	APPROVED	DATE

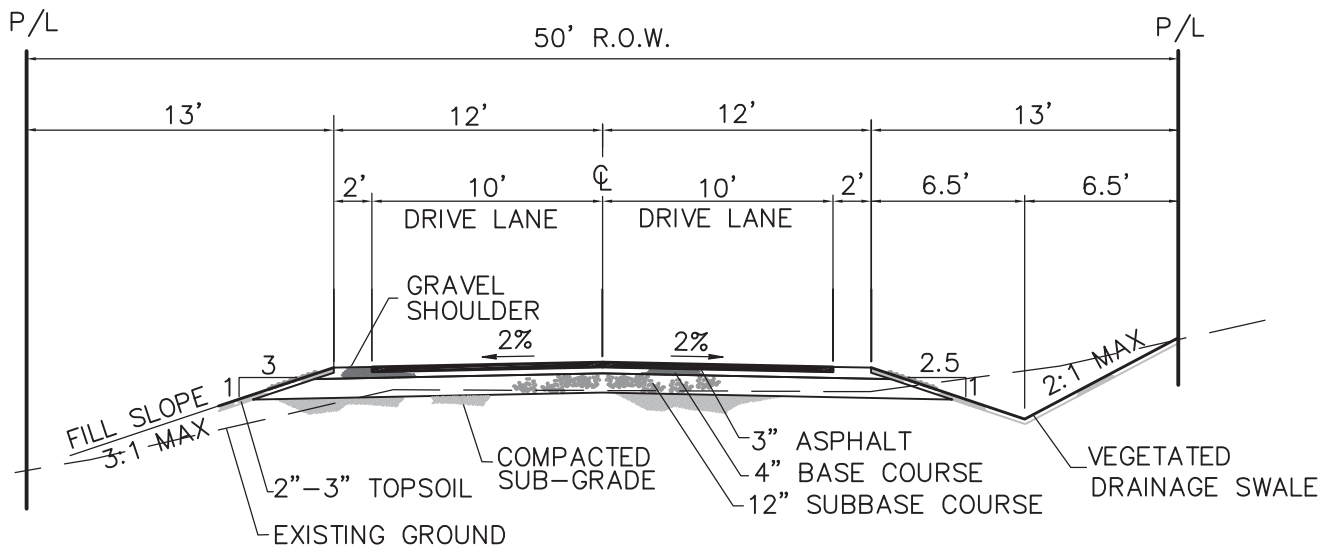
EXISTING PHYSICAL CONDITIONS
 PRELIMINARY PLAT
 RUNNING HORSE SUBDIVISION

SECESH ENGINEERING INC.
 335 DRINHARD LANE, SUITE 1
 MCCALL, IDAHO 83638
 208.634.6336 - FAX 208.634.6328



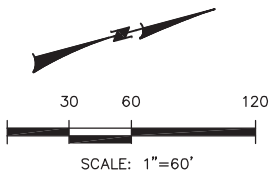
TYPICAL PATH SECTION

NOT TO SCALE



TYPICAL ROAD SECTION

NOT TO SCALE

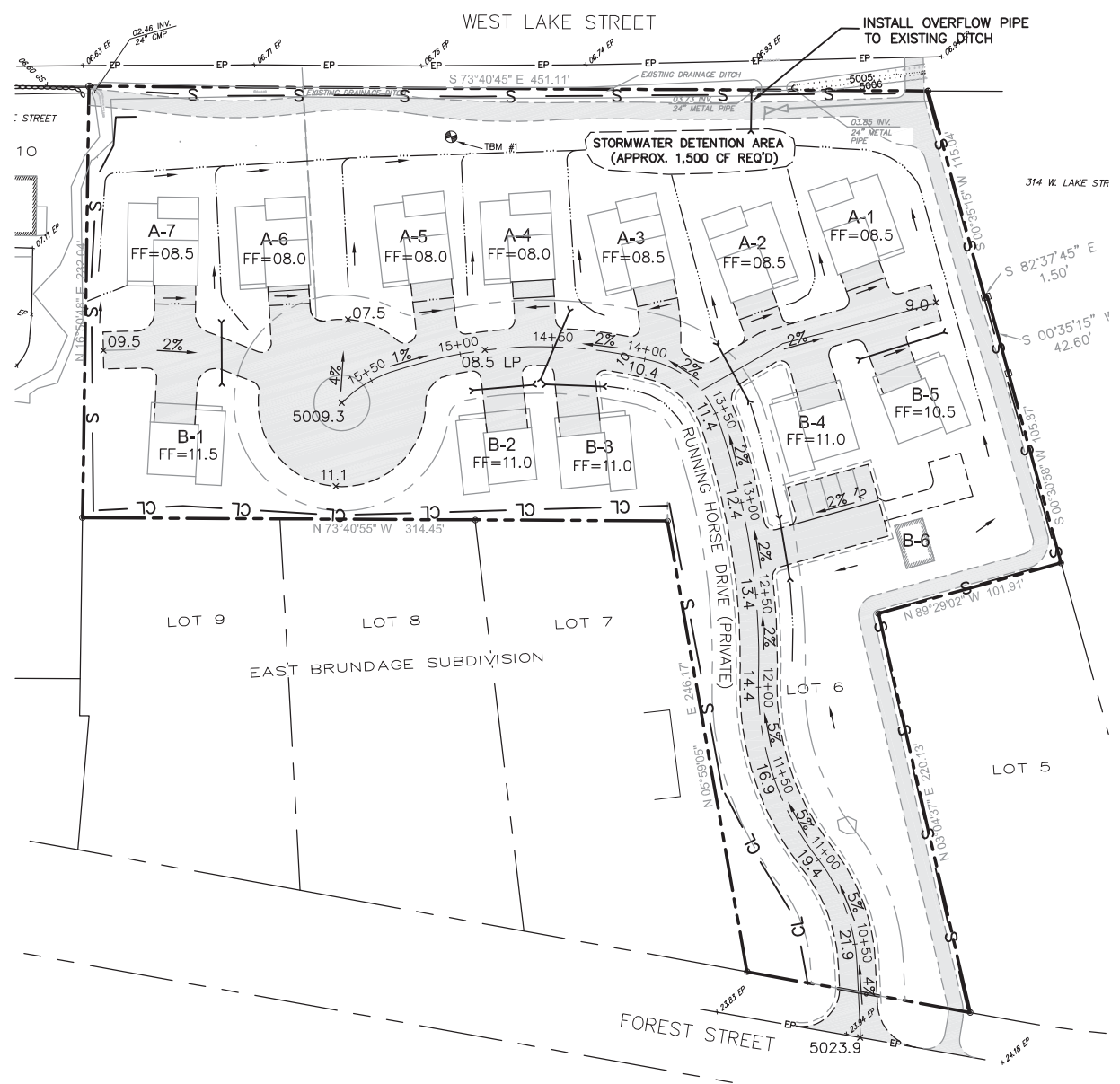


LEGEND

- S - S - SILT FENCE
- CL - CL - CONSTRUCTION FENCE
- - - - - VEGETATED SWALE
- FLOW ARROW
- STORM WATER RETENTION AREA
- STORM PIPE

NOTES

1. SILT FENCE, CONSTRUCTION FENCING, AND STRAW WATTLES SHALL BE INSTALLED PRIOR TO CONSTRUCTION.
2. WORK ACTIVITIES SHALL TAKE PLACE WITHIN THE CLEARING LIMITS AS SHOWN ON THIS PLAN. CONTRACTOR SHALL PRESERVE NATURAL LANDSCAPE OUTSIDE OF CONSTRUCTION LIMITS.
3. DURING CONSTRUCTION CONTRACTOR SHALL SPRINKLE DISTURBED AREAS AS NECESSARY FOR DUST ABATEMENT.
4. TOPSOIL AND NATIVE SEEDING OF DISTURBED AREAS SHALL BE COMPLETED IMMEDIATELY AFTER FINAL GRADING.
5. EROSION CONTROL MEASURES SHALL REMAIN IN PLACE A MINIMUM OF ONE YEAR, OR UNTIL SITE HAS BEEN STABILIZED AND VEGETATION HAS GROWN IN.



DATE	DESIGNED BY	DRAWN BY	APPROVED	DATE

PRELIMINARY STORMWATER PLAN

PRELIMINARY PLAN
RUNNING HORSE SUBDIVISION

SECESH ENGINEERING INC.
 335 DRINARD LANE, SUITE 1
 MCCALL, IDAHO 83638
 206.694.6326 - FAX 206.694.6322

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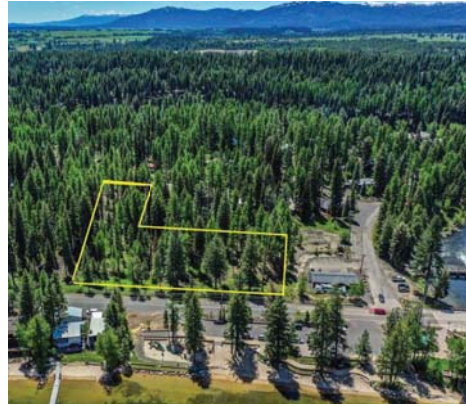
- s1.1 - Cover Sheet
- s1.2 - Site Photos
- s1.3 - Basic Site Overview & Info
- s1.4 - Landscape Plan
- s1.5 - 3D Site images
- s1.6 - 3D site Images

Building "A" Design

- a1.1 - Cover Sheet
- a1.2 - Site & Landscape Plan
- a1.3 - 3D images
- a1.1 - Floor Plans
- a2.1 - North & East Elevations
- a2.2 - South & West Elevations

Building "B" Design

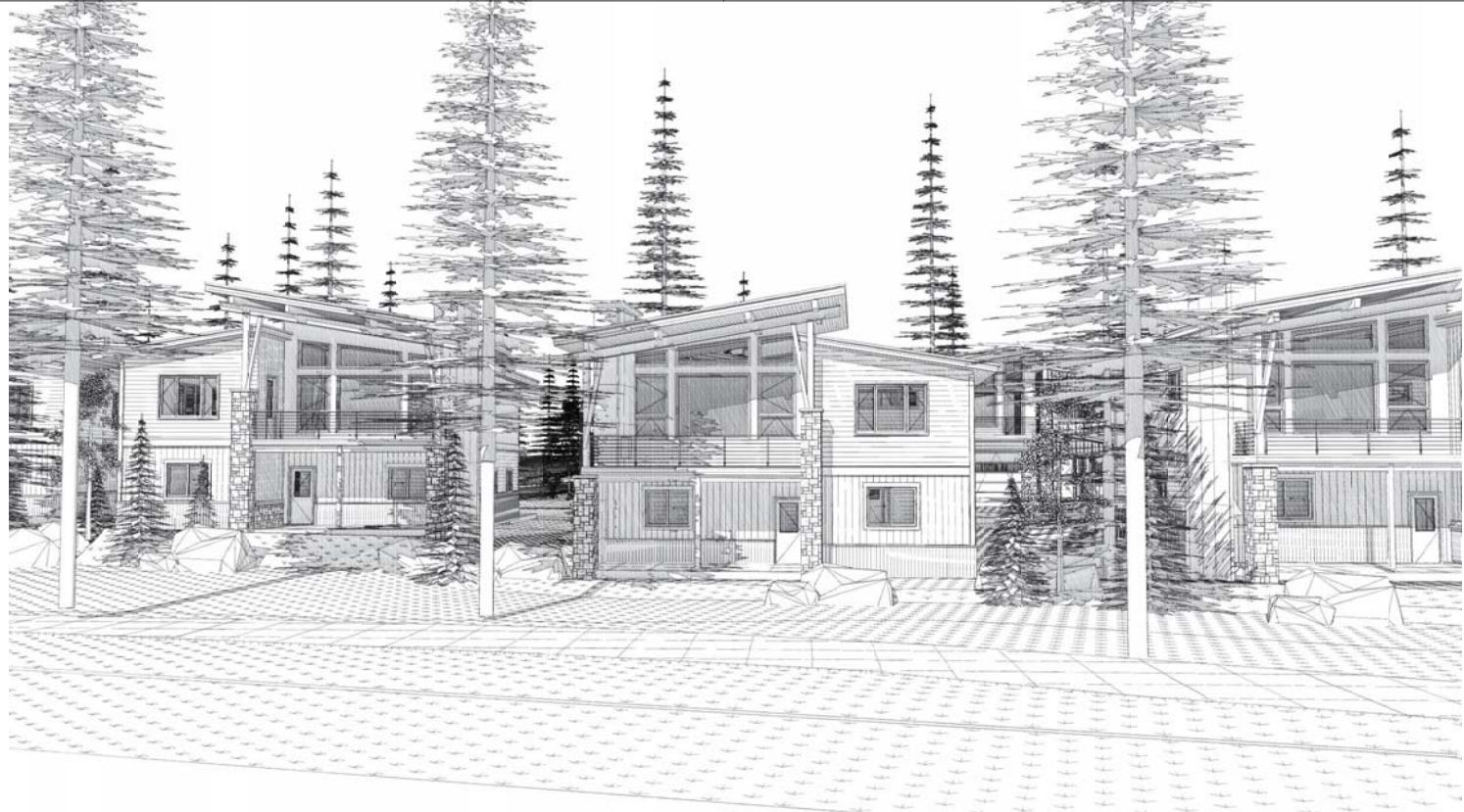
- b1.1 - Cover Sheet
- b1.2 - Site & Landscape Plan
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- b1.1 - Floor Plans
- b2.1 - North & East Elevations
- b2.2 - South & West Elevations



Vicinity Map

Running Horse PUD

320 W. Lake St.
McCall, ID



Custom Builds
New Construction
Remodels
Design
Real Estate



SECESH ENGINEERING
INC.



Alpine Design Solutions

Matt Anthony
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(208) 315-3447

Date: 12-18-2020

DESIGN REVIEW

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Running Horse PUD
320 W. Lake St.
McCall, ID

s1.1

SITE PHOTOS



Lake Street View - NE Corner



Lake Street View



Forest Street View



Lake Street View - NW Corner



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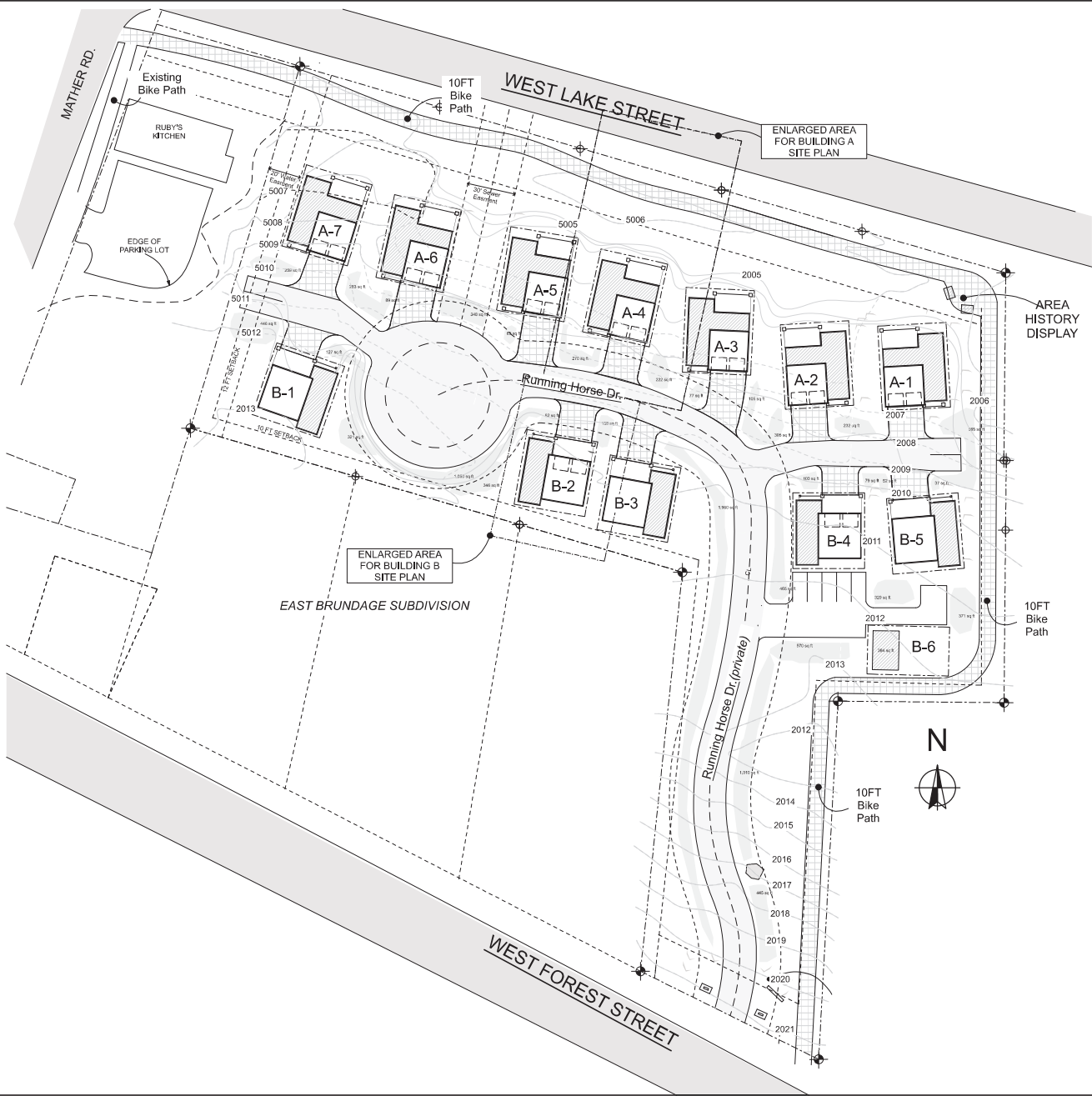
Date: 12-18-2020

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Running Horse PUD
320 W Lake St
McCall, ID

s1.2



SITE OVERVIEW	
320 LAKE ST	
Lot Size: 3.30 Acres or 143,748sq/ft	
Lot Coverage	
Main Road	20,417sq/ft
Driveways + Parking areas	9,363sq/ft
Building Footprints	
Bld "A" = 1,731 x 7=	12,117sq/ft
Bld "B" = 1,579 x 5=	7,895sq/ft
LHU =	384
Total Lot Coverage= 50,176sq/ft	
OR	
34.9 % Total Coverage	
SNOW STORAGE	
Main Road	20,417sq/ft
Driveways + Parking areas	9,363sq/ft
Total Road sq/ft = 29,780 X .33 = 9,827	
10,795 sq/ft provided.	



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Running Horse PUD
320 W Lake St.
McCall, ID



1 Landscape Plan
SCALE: 1/8" = 1'-0"



ART PANEL EXAMPLE



AREA HISTORY DISPLAY EXAMPLE

LEGEND	
Topo- Existing	
Topo- Proposed	
Tree Existing	
New Pine tree	
New Aspen tree	
Small Plants	
Site Light	
Snow Storage	
Art Panel	
Bike Path	



Street Light Example



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 320 W Lake St.
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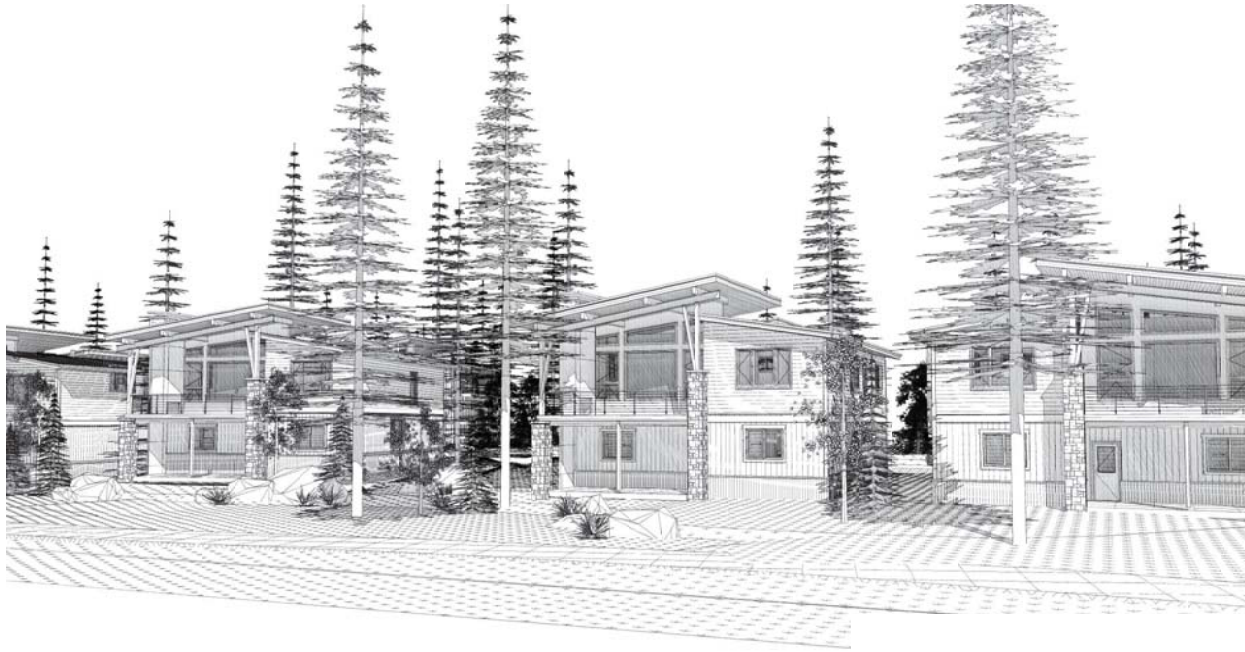
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Running Horse PUD
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McCall, ID

s1.5



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Date: 12-18-2020

DESIGN REVIEW

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Running Horse PUD
320 W Lake St.
McCall, ID

S-1.6

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a1.2 - Site Plan
a1.2 - 3D images
a2.1 - Floor Plans
a2.1 - North & East Elevations
a3.2 - South & West Elevations

Lot Information

Building type "A"
Lot Size: .05 Acres or 2,184sq/ft

Main Level Living @100% 881
Garage @ 100% 587
Covered patio's @100% 263

Total Lot Coverage= 1,731sq/ft or 79%

House Information

Main Level - 881
Upper Level - 1,418

Total Living Area = 2,299sq/ft

Garage -587
Project total Square footage = 2,886sq/ft

GENERAL NOTES

1. Any changes to the design as show in these construction drawings must be reviewed and approved by the architect before changes are made. This includes changes requested by the owner(s), other design professionals and subcontractors. This applies to all pages of the construction drawings, as listed in the index, plus any amendments or supplemental documents.
2. Any changes from the material specifications shown in these drawings and/or finish and fixture schedules must be approved by the architect before purchasing or installation. This includes specifications allowing for "approved equal". Note that material changes may require re-engineering.
3. Any questions regarding the accuracy or conflicts in drawings must be brought to the attention of the architect before construction proceeds.
4. Do not scale from these drawings. Use dimensions as shown on these drawings or contact the architect for additional dimension information as needed.
5. See 1/4" building sections for insulation information.

Running Horse PUD

Building Type "A"



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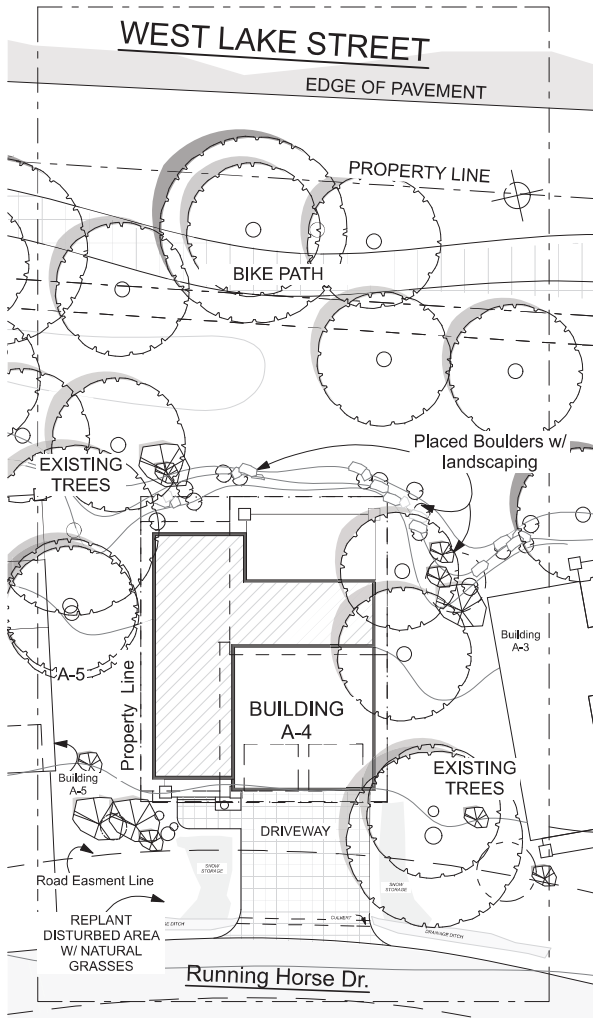
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DESIGN REVIEW








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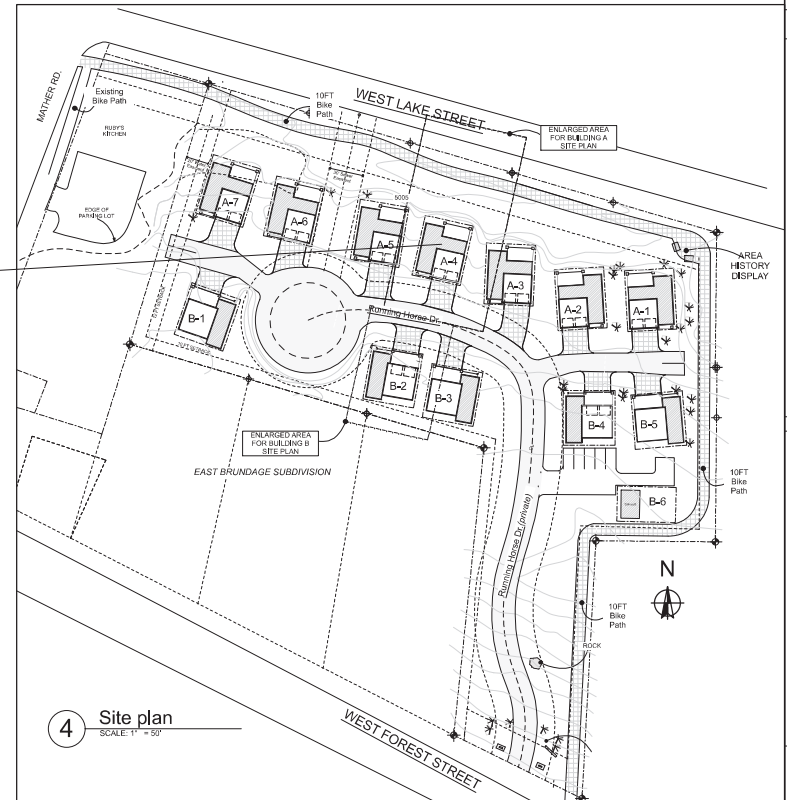
RUNNING HORSE PUD
Building "A"
320 W. Lake St.
McCall, ID

a1.1

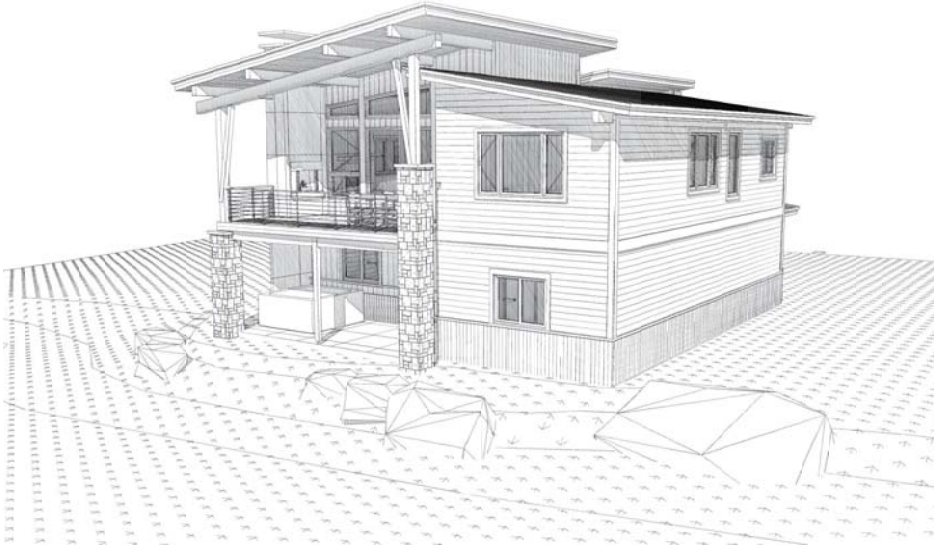
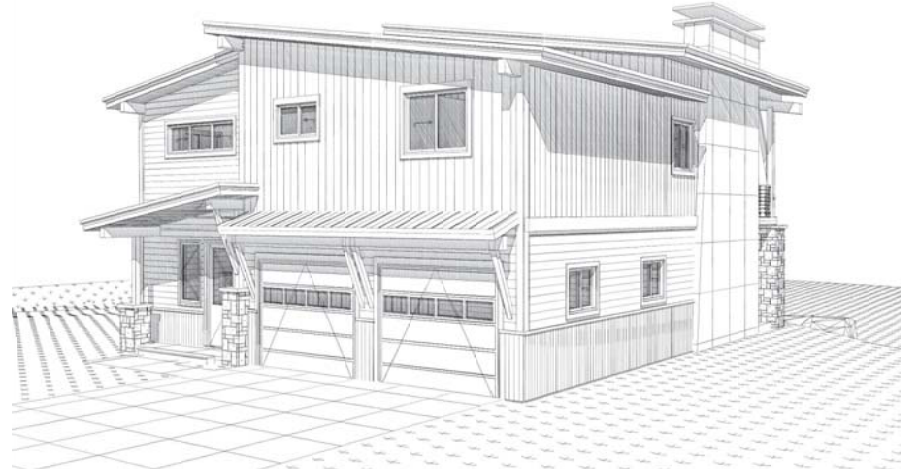


1 Site plan
SCALE: 1" = 10'

LEGEND	
Topo- Existing	
Topo- Proposed	
Tree Existing	
New Pine tree	
New Aspen tree	
Small Plants	
Rock	



4 Site plan
SCALE: 1" = 50'



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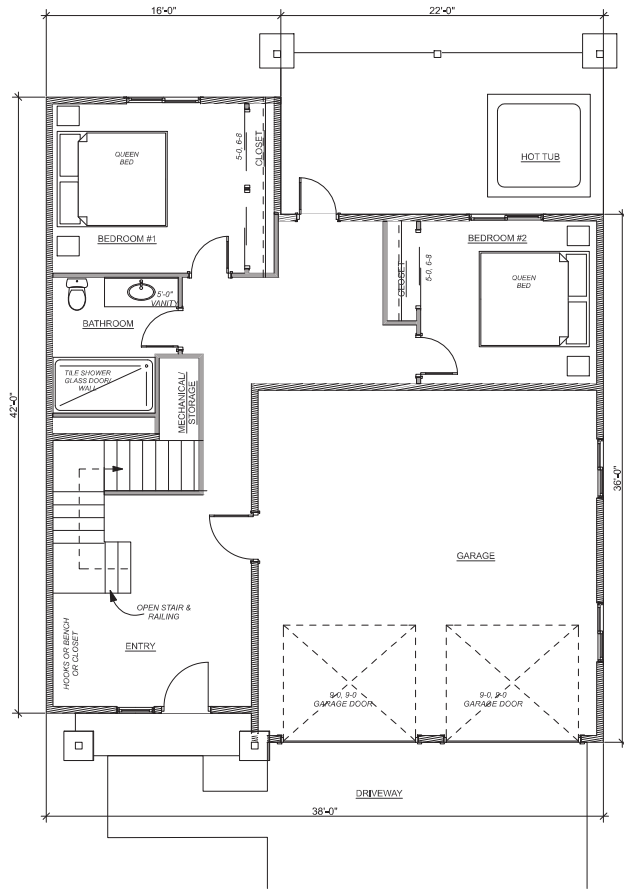
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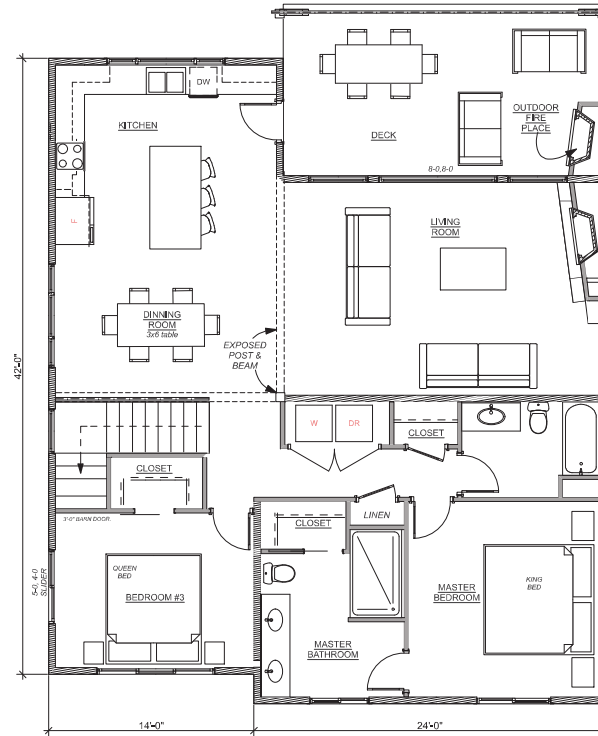
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RUNNING HORSE PUD
Building "A"
320 W. Lake St.
McCall, ID

a1.2



1 Main Level Floor Plan
SCALE: 1/4" = 1'-0"



2 Upper Level Floor Plan
SCALE: 1/4" = 1'-0"

LEGEND	
2X6 WALL	
2X4 WALL	
POST IN WALL	
SOLID BEARING IN WALL	

Main Level - 881
Upper Level - 1418

Total Living Area = 2,299sq/ft



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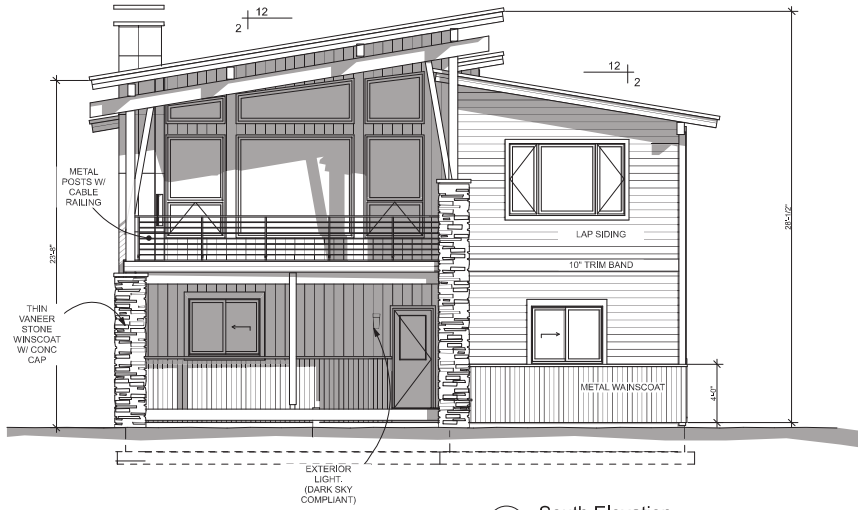
Date: 12-18-2020

DESIGN REVIEW

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RUNNING HORSE PUD
Building "A"
330 W. Lake St.
McCall, ID

a2.1

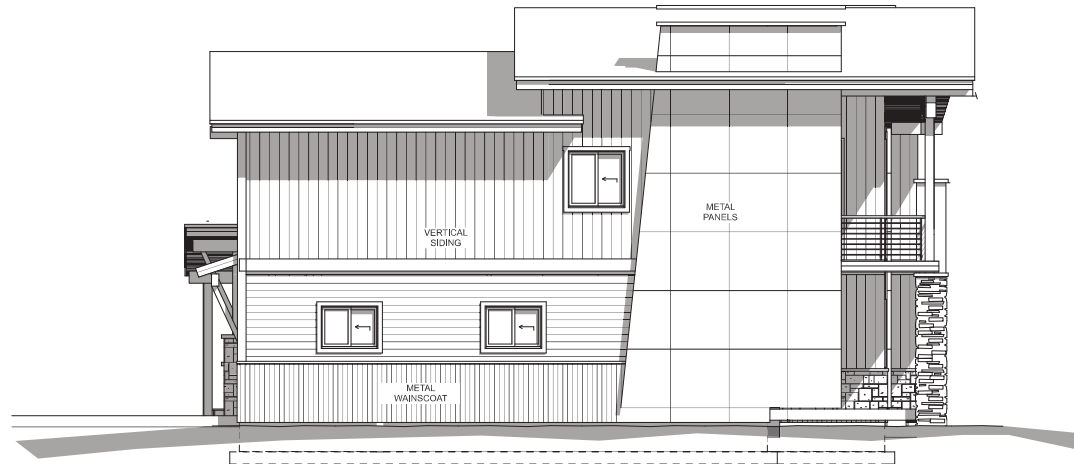


① South Elevation
SCALE: 1/4" = 1'-0"



Chimney metal panel texture and color

Exterior Color Example



② West Elevation
SCALE: 1/4" = 1'-0"



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Date: 12-18-2020

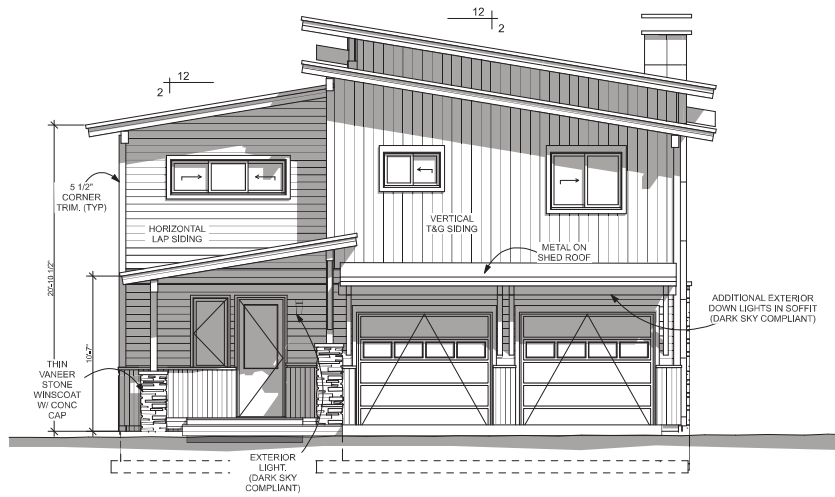
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RUNNING HORSE PUD

Building "A"
320 W. Lake St.
McCall, ID

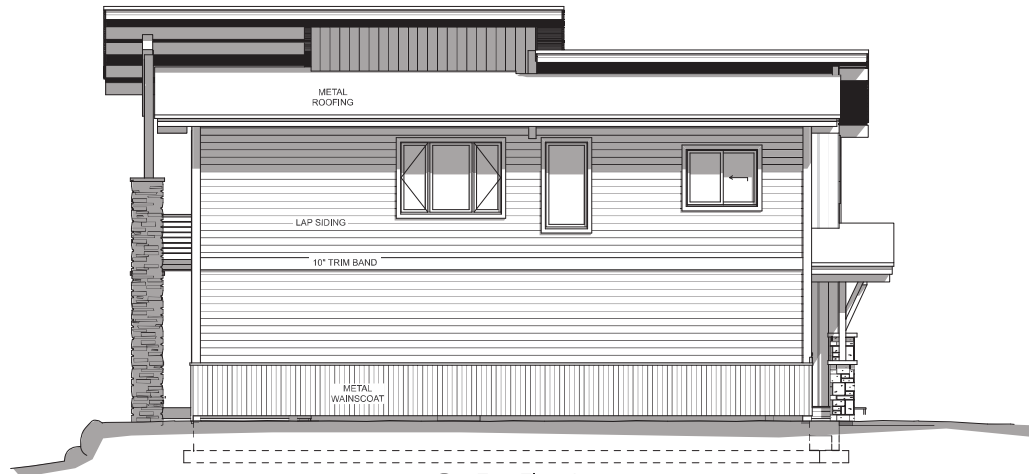
a3.1



1 North Elevation
SCALE: 1/4" = 1'-0"



Exterior Light
Fixture Example



2 East Elevation
SCALE: 1/4" = 1'-0"



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(208) 315-3447

Date: 12-18-2020

DESIGN REVIEW

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RUNNING HORSE PUD

Building "A"
320 W. Lake St.
McCall, ID

a3.2

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- b1.3 - 3D images
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- b3.2 - South & West Elevations

Lot Information

Building type "B"
Lot Size: .04 Acres or 2,046sq/ft

Main Level Living @100% 569
Garage @ 100% 728
Covered patio's @100% 282

Total Lot Coverage= 1,579sq/ft or 77%

House Information

Main Level - 569
Upper Level - 1,222

Total Living Area = 1,791sq/ft

Garage -728
Project total Square footage = 2,519sq/ft

Running Horse PUD

Building B



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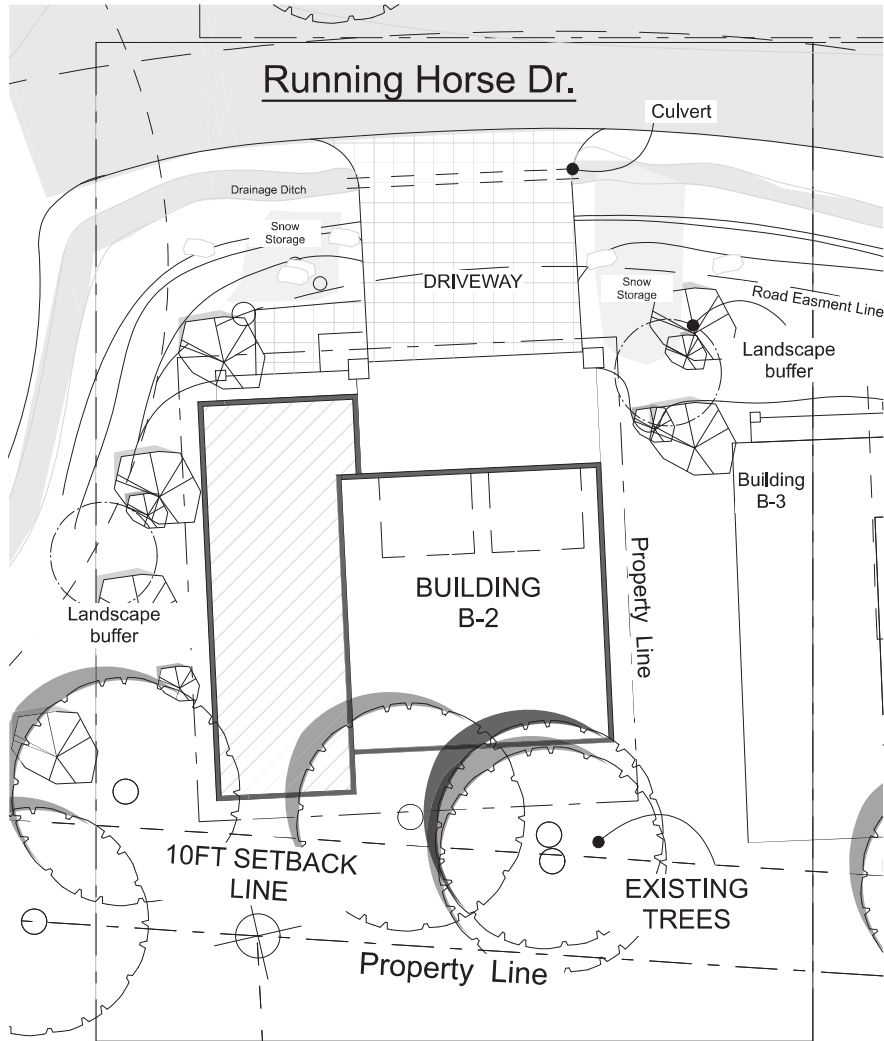
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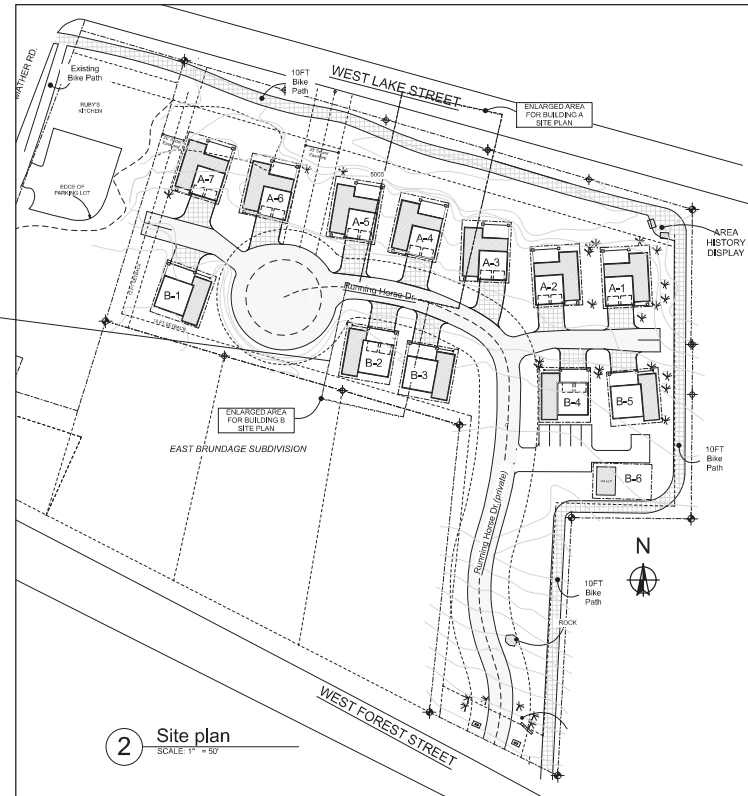
RUNNING HORSE PUD
B Units
320 W. Lake St.
McCall, ID

b1.1



1 Site plan
SCALE: 1/8" = 1'-0"

LEGEND	
Topo- Existing	
Topo- Proposed	
Tree Existing	
New Pine tree	
New Aspen tree	
Small Plants	
Rock	
Snow Storage Area	



2 Site plan
SCALE: 1/8" = 50'



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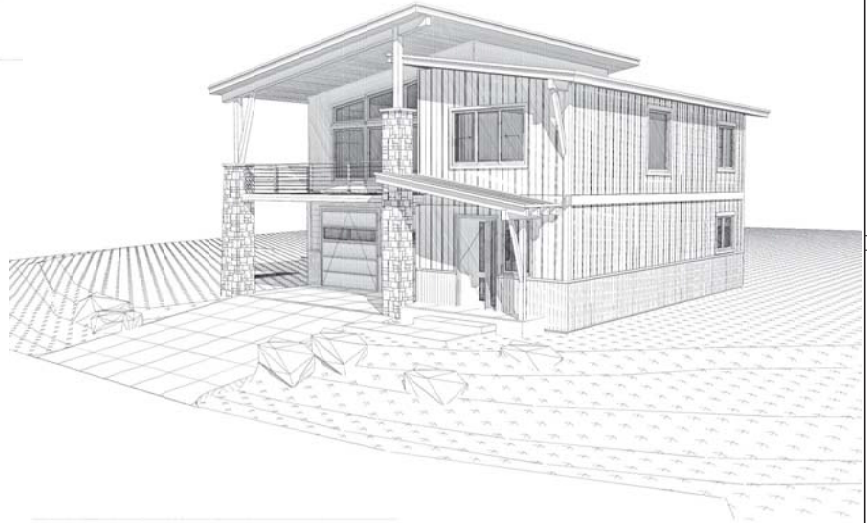
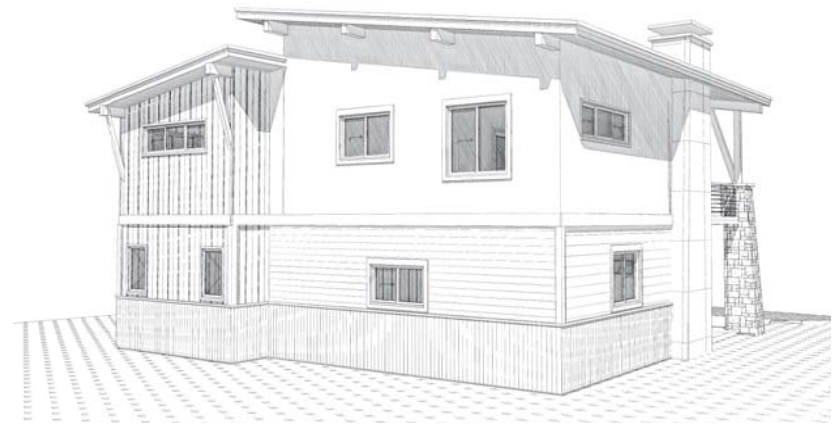
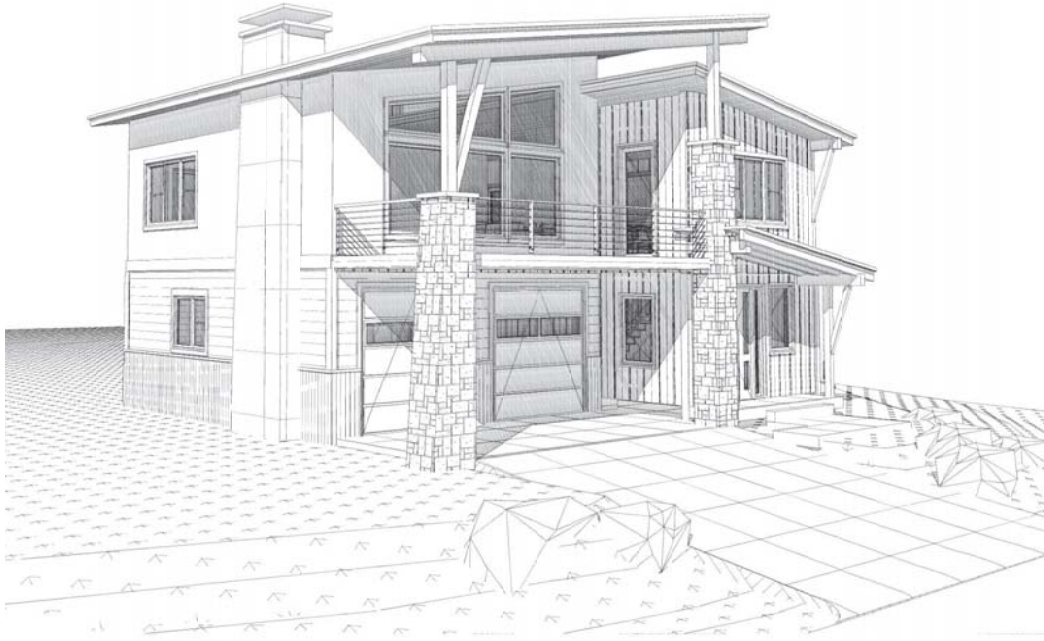
Date: 12-18-2020

DESIGN REVIEW

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RUNNING HORSE PUD
B Units
320 W. Lake St.
McCall, ID

b1.2



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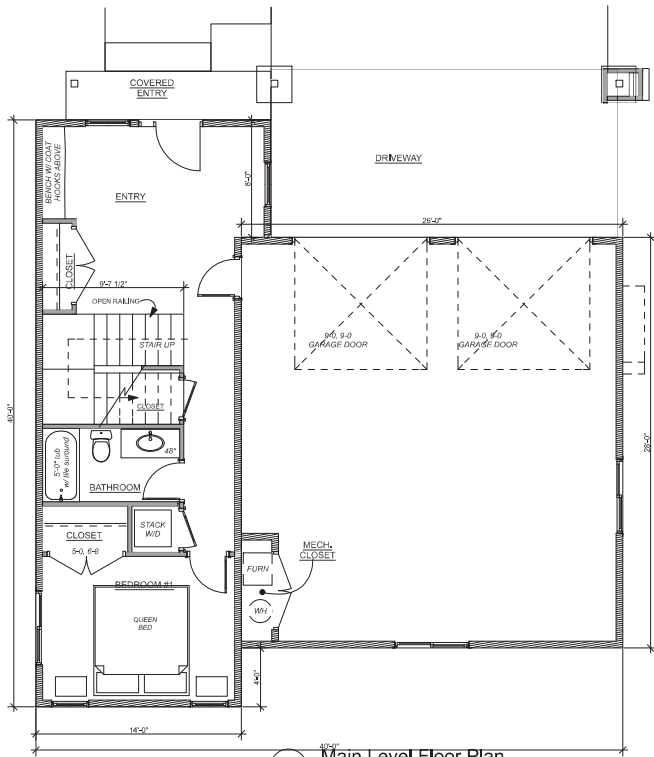
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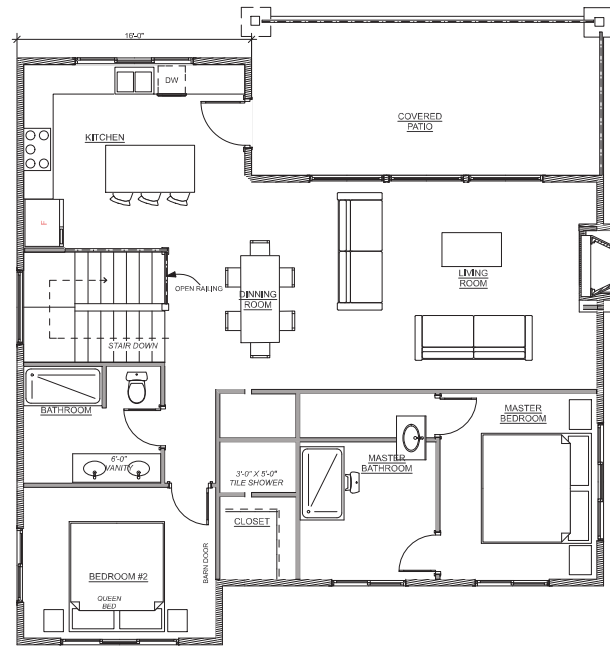
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RUNNING HORSE PUD
B. Lewis
320 W. Lake St.
McCall, ID

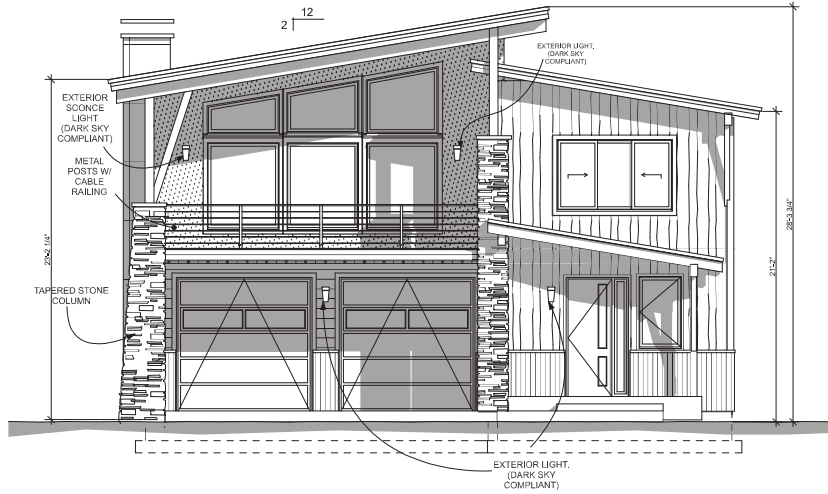
b1.2



1 Main Level Floor Plan
SCALE: 1/4" = 1'-0"



2 Upper Level Floor Plan
SCALE: 1/4" = 1'-0"



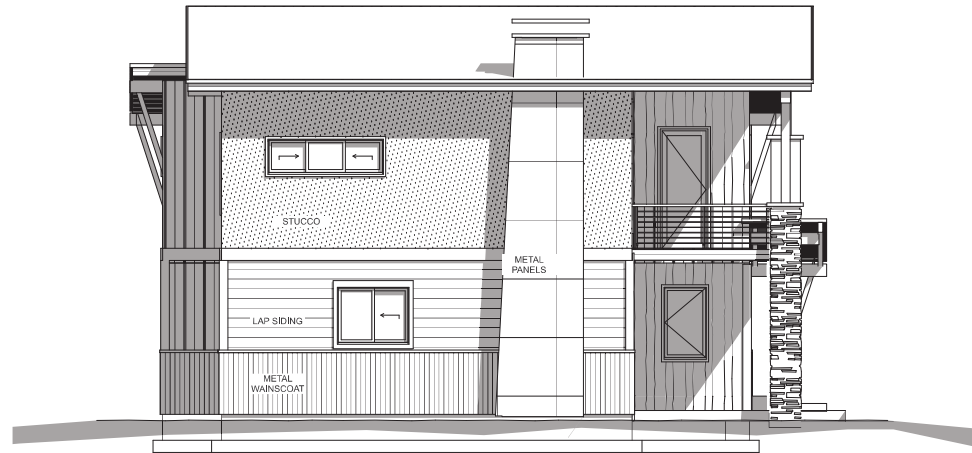
1 South Elevation
SCALE: 1/4" = 1'-0"



Exterior Light
Fixture Example



Exterior Siding
& Color Example



2 West Elevation
SCALE: 1/4" = 1'-0"



Alpine Design Solutions

Matt Anthony
P.O. Box 2132
McCall, ID 83638
(208) 315-5447

Date: 12-18-2020

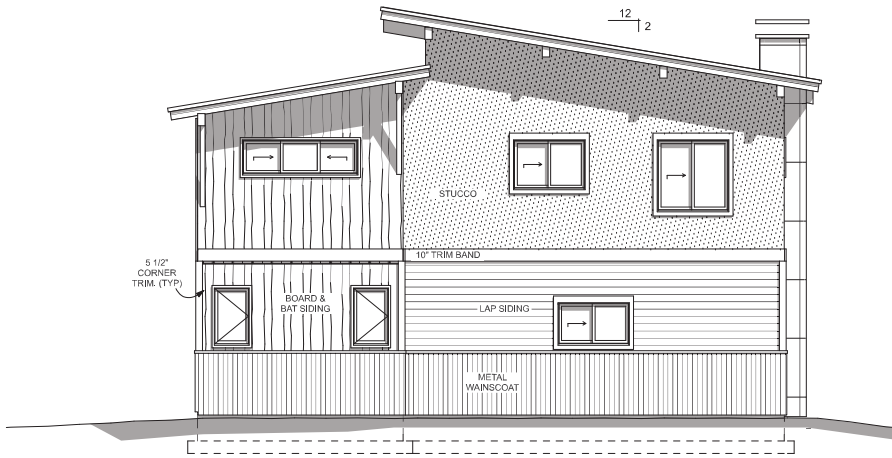
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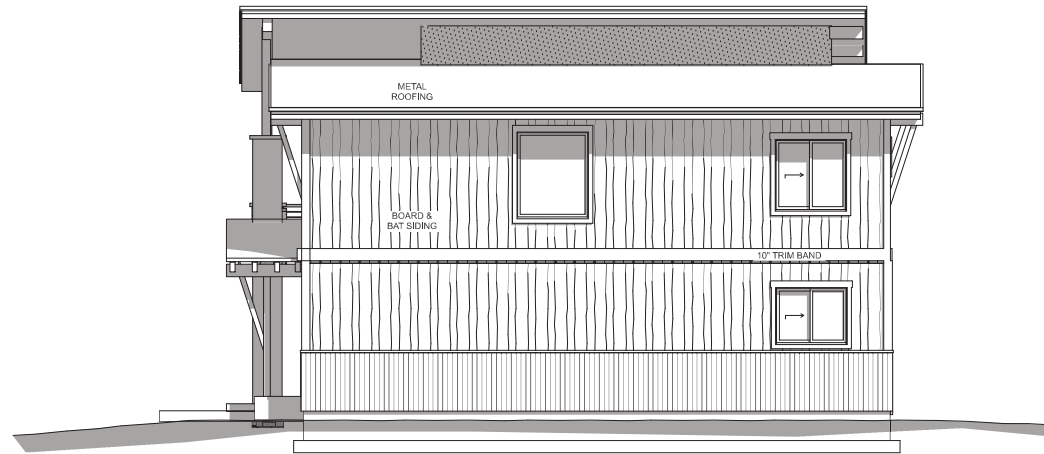
RUNNING HORSE PUD

B. Units
320 W. Lake St.
McCall, ID

b3.1



1 North Elevation
SCALE: 1/4" = 1'-0"



2 East Elevation
SCALE: 1/4" = 1'-0"



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McCall, ID 83638
(208) 315-3447

Date: 12-18-2020

DESIGN REVIEW

DRAWN BY: ma

RUNNING HORSE PUD
B. Ellis
320 W. Lake St.
McCall, ID

b3.2

Declaration of Protective
Covenants, Conditions, Restrictions
and Easements for
Running Horse Subdivision

DRAFT
**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
RUNNING HORSE SUBDIVISION**

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**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
RUNNING HORSE SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION is made this _____ day of _____, 2020, by Running Horse LLC, ("**Declarant**").

ARTICLE 1 - GENERAL

Section 1.1 Common Interest Community: The name of the common interest community created by this Declaration is "**Running Horse Subdivision**". All of the community is located in Valley County, Idaho.

Section 1.2 Property Affected: Declarant owns certain real property in Valley County, Idaho, which is described on the attached Exhibit "A". Such property shall be referred to in this Declaration as "the **Property**" or "**the Subdivision**".

Section 1.3 Purpose of Declaration: This Declaration is executed and recorded (a) to provide for the Property Owners Association to maintain non-public roads within the Property and to perform certain functions for the benefit of Owners of land within the Property; (b) to define the duties, powers and rights of the Property Owners Association; and, (c) to define certain duties, powers and rights of Owners.

Section 1.4 Declaration: Declarant hereby declares that each lot, parcel or portion of Running Horse Subdivision, is and shall be held, sold conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: (i) shall run with the land constituting the Property, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; (ii) shall inure to the benefit of every lot, parcel or portion of the Property and interest therein; (iii) shall inure to the benefit of and be binding upon Declarant, Declarant's successor in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest; and, (iv) may be enforced by Declarant, by any Owner or such Owner's successors in interest, or by the Association as hereinafter described.

ARTICLE 2 - DEFINITIONS

Section 2.1 Architectural Control Committee: "Architectural Control Committee" (the "ACC" or "Committee") shall mean the committee created pursuant to Article 6.

Section 2.2 Articles: "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

Section 2.3 Assessments: "Assessments" shall mean those payments required of Association Members, including Regular, Special and Limited Assessments of the Association as further defined in this Declaration.

Section 2.4 Association: "Association" shall mean the Running Horse Property Owners' Association.

Section 2.5 Association Documents: "Association documents" shall mean the various operative documents of the Association, including: (a) the Articles of Incorporation of the Association; (b) the Bylaws of the Association; (c) this Declaration; (d) Rules and Regulations; € Design Guidelines and all Amendments to any of the aforementioned documents.

Section 2.6 Board of Directors: "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

Section 2.7 Bylaws: "Bylaws" shall mean the Bylaws of the Association.

Section 2.9 Committee: "Committee" shall mean the Architectural Control Committee.

Section 2.10 Common Area: Property within Running Horse owned by the Association, devoid of buildings or structures, except where necessary for utilities or for the provision of Common Area amenities. Common Area shall be designated as such on the Final Plat.

Section 2.11 Community: "Community" as used herein shall refer to the Properties considered as a whole.

Section 2.12 Declarant: "Declarant" shall mean the Net Prophet LLC, and any successor bulk purchaser of the subdivision lots who is designated in writing recorded with the Office of Recorder of Valley County, Idaho by the Net Prophet LLC as a successor Declarant.

Section 2.13 Declaration: "Declaration" shall mean this Declaration of Covenants.

Section 2.14 Design Guidelines: "Design Guidelines" shall mean the Design Guidelines applicable to the Subdivision, as promulgated by the Declarant and amended from time to time by the Board.

Section 2.15 Exclusive Use Common Area: "Exclusive Use Common Area" shall mean property which is designated as such on the Plat and reserved for the exclusive use or primary benefit of one or more Owners, including but not necessarily limited to the driveways designated as such on the Plat. Exclusive Use Common Area is further described in Section 3.3 below.

Section 2.16 Improvements: "Improvements" shall include buildings, outbuildings, roads driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges,

windbreaks, plantings, planted trees and shrubs, poles, signs and all other structures or landscaping improvements of every type and kind.

Section 2.17 Lot: "Lot" shall mean a parcel of land subject to this Declaration which is identified as a Lot on the Plat or any amendment thereto. A lot may also be referred to herein as a "Parcel".

Section 2.18 Member: "Member" shall mean a member of the Association, who must be an Owner. Membership in the Association shall be appurtenant to and may not be severed from ownership of a Lot.

Section 2.19 Common Area Easement: All property which is located within a Lot and outside of the footprint of the Residence, which property shall remain devoid of buildings or structures, except where necessary for utilities, as is described in more detail in Section 7.4 below.

Section 2.19 Owner: The term "Owner" shall refer to that person or entity or those persons or entities who hold the ownership interest in any Lot as shown on the records of the County Recorder, Valley County, Idaho; such term shall also include any person, persons, entity or entities who succeed to such recorded interest by any means, including buyers under executory contracts of sale and excluding those holding an interest merely as security for the performance of an obligation.

Section 2.20 Person: "Person" shall mean a natural person, a corporation, a partnership, or any other entity recognized as being capable of owning real property under Idaho law.

Section 2.21 Plat: "Plat" shall mean the final plat, filed of record with the Valley County Office of Recorder.

Section 2.22 Record, Recorded: "Record" and "Recorded" shall mean, with respect to any documents, the recordation of said document in the Office of the County Recorder, Valley County, Idaho.

Section 2.23 Residence: "Residence" shall mean the single-family residence constructed or otherwise located on a Lot, together with patios or decks affixed or appurtenant thereto and garage included therein.

Section 2.24 Rules and Regulations: "Rules and Regulations" shall the rules and regulations adopted by the Board of Directors.

Section 2.25 Structure: "Structure" shall include buildings, outbuildings, fences, walls, stairs, decks and poles.

ARTICLE 3 - LAND USES AND IMPROVEMENTS

Section 3.1 Land Use and Living Units: All of the subject lots in the Property shall be used and occupied solely for single-family residential purposes. None of the subject lots or parcels shall be split, divided or subdivided into a smaller lots or parcels than indicated on the Final Plat of Running Horse Subdivision, as filed with the office of the County Recorder of Valley County, Idaho. All single-family residences shall be subject to the following conditions and limitations:

A. No use whatsoever shall be made of any Lot other than as the site and grounds of a Residence. Short term rentals of any Residence are prohibited. "Short term rental" for purposes of this Section 3.1, A shall mean any rental of a Residence, or any portion thereof, for a period or term of less than thirty (30) days. An owner may otherwise rent or lease their Residence; provided: the Owner shall assure that the renters/lessees are aware of these Covenants and shall incorporate these Covenants into any rental or lease agreement; the Owner shall be responsible for any violations by renters/lessees of any of the provisions of these Covenants or applicable Rules and Regulations; the lease or rental agreement shall be provided to the Association not later than ten(10) days prior to the commencement of the term of the Lease; and, the rental of a residence shall be subject to such Rules and Regulations as are promulgated from time to time by the Board. BY PURCHASING A LOT THE PURCHASER IS ACKNOWLEDGING THE PROHIBITION ON SHORT TERM RENTALS AND THE AUTHORITY OF THE BOARD TO REGULATE LONG TERM RENTALS..

B. The only allowable structure on a Lot shall be the Residence which is constructed on the Lot; provided, Lot B-6, as depicted on the Plat may also contain a detached garage, subject to the prior review and approval of the Committee. Reference in this Section 3.1, B to "Residence" shall, as to Lot B-6, include a garage, if constructed. If damaged or destroyed, the Residence shall be repaired or replaced with a residence of substantially the same size, height, square footage, exterior appearance and footprint of the Residence; and, such repair or replacement, other than routine repairs and maintenance which do not alter the exterior appearance of the Residence, shall require the prior approval of the Committee.

C. Owners, renters or guests may park a camper, motor home or trailer on a Lot for a reasonable term, not to exceed fourteen (14) days consecutive duration nor more than a total of sixty (60) days each calendar year.

D. No Improvements may be constructed or placed on a Lot except for a Residence and, in the case of Lot B-6, a detached garage.

E. Landscaping and vegetation on a Lot shall be placed, maintained, replaced and under the exclusive control of the Association.

F. All driveways shall be platted and considered to be Exclusive Use Common Area of the Owner of the Lot but shall be maintained, repaired and replaced exclusively by the Association.

G. Exterior lighting affixed to a Residence shall be maintained, repaired and, as necessary, replaced by the Owner. In the event that fixtures need to be replaced, they shall be replaced with substantially identical fixtures; and all lighting shall be shielded, directed downward, and in compliance with the standards contained in the McCall City Code. Other exterior lighting on a Lot shall be maintained by and under the exclusive control of the Association.

H. TV Satellite dishes may be affixed to the Residence pursuant to approval by the Committee to assure that location and appearance do not detract from the architectural theme and appearance of residences in the Community.

I. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done or placed on any Lot which is or may become a nuisance or cause any significant embarrassment, disturbance or annoyance to others.

J. No activities shall be conducted on any Lot which are or might be unsafe or hazardous to any other Lot or Owner. Without limiting the generality of the foregoing, no open fires shall be lighted or permitted on any Lot except in a contained barbecue or fire pit unit while attended or within a safe and well-designed fireplace or as otherwise allowed in Rules or Regulations.

K. Refuse, garbage and trash shall be kept in a covered, bear-proof container at all times and any such container shall be kept within a garage, except when placed outside for collection by the refuse contractor providing service to the Lot. Until such time as Lot B-6 contains a garage, the container shall be kept in an enclosed structure or screened area.

Section 3.2 Common Area: Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Areas, subject to:

A. The Association Documents;

B. Any restrictions or limitations contained in any deed conveying such property to the Association; and,

C. The right of Declarant to place utilities within any Common Area and the right to grant easements for the maintenance and repair of such utilities.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, subject to applicable Rules and Regulations. An Owner who leases his or her Lot shall be deemed to have assigned all such rights to the lessee of such Lot, unless provided to the contrary in the Lease.

Section 3.3 Exclusive Use Common Area: Certain portions of the Common Area may be designated as Exclusive Use Common Area and reserved for the exclusive use or primary benefit of one or more Owners. All costs associated with maintenance, repair, replacement, and insurance of Exclusive Use Common Areas shall, in the discretion of the Board, be assessed as a Regular Assessment or Limited Unit Assessment.

Declarant may construct any improvement, utilities, or fixtures within an Exclusive Use Common Area that Declarant, in Declarant's discretion, determines will benefit the Owners of a Lot or Lots assigned the exclusive use of such Exclusive Use Common Area. Additionally, the Owners of a Lot or Lots assigned the exclusive use of such Exclusive Use Common Area may propose to the Board any improvement to such Exclusive Use Common Area that they feel will benefit such Owners.

Section 3.4 In Home Businesses: An "In home business," which involve the coming and going of clients or customers or the parking or storage on a Lot of vehicles, machinery, equipment or materials shall not be allowed. An in home business which meets the criteria for a "Home Occupation" under the McCall City Code shall be allowed.

Section 3.5 Storage of Building Materials: No building materials shall be stored on any Lot except temporarily during continuous construction of a building or its alteration or improvement.

Section 3.6 Storage of Owners' Vehicles and Equipment, Parking: All Owners' automobiles, trucks, snowmobiles, boats, boat trailers, travel trailers, camper trailer, motor homes, automotive campers, or other vehicles or equipment shall be parked/stored in a garage or the Lot's driveway or in the common parking areas. Owners' and guests' vehicles shall not be parked on streets adjoining the Subdivision.

Section 3.7 Animals: No animals, of any kind, except for household pets, (it is specifically noted that livestock, poultry and wild animals are not to be considered household pets) shall be raised, bred, or kept on any portion of the property.

A. **Pets:** Household pets may be kept for personal or non-commercial recreational purposes only if the presence of such pets does not constitute a nuisance. Pets must be kept within the boundaries of the Lot unless accompanied by and under the control of the Owner.

B. **Dogs:** Consistent and/or chronic barking by dogs shall be considered a nuisance.

Section 3.8 Fences: No fence shall be constructed on or within the Property or any Lot, except as follows:

A. A perimeter fence that surrounds the entire Subdivision may be constructed in the discretion of the Declarant or the Association. If constructed, such fence shall be maintained by the Association.

Section 3.9 Rebuilding or Restoration: Any Residence which may be destroyed in whole or in part must be rebuilt, or all debris must be removed and the Lot restored to a clean condition. Such rebuilding, restoration or removal shall be completed within reasonable promptness and in any event within two (2) years from the time the damage occurred and shall require prior approval of the Committee. "Residence" as used in this Section shall include any detached garage which is constructed on Lot B-6.

Section 3.10 Drainage: There shall be no interference with the established drainage pattern over any portion of the Property. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time that road construction and installation of utility lines is completed by Declarant.

Section 3.11 Utilities:

A. Telephone, Electrical: The Declarant shall provide underground electrical power and telephone service to the Subdivision. The purchaser and Owner of each Lot agrees to use the service so provided. Private electrical generating systems shall not be permitted for domestic electrical service, except as a backup system in case of primary electrical service failure. All electrical power lines, telephone lines and other utility service lines shall be underground from each individual parcel line to the point of use on each parcel. Overhead lines and utility poles shall not be permitted, except during the construction phase.

B. Water: Water for each Lot shall be supplied by the City of McCall.

C. Septic: Sewage disposal for each Lot shall be supplied by the Payette Lakes Recreational Water & Sewer District.

D. Propane: The Propane tanks for the Lots will be placed in the Common Area and shall be managed, maintained, repaired and replaced by the Association, provided that each Owner shall be responsible for payment to the propane provider for the propane used by such Owner.

E. Solar Panels: With the prior approval of the Committee, if allowed by the Design Guidelines, solar panels shall be allowed, provided that they are unobtrusive and do not detract from the architectural appearance and features of the Residence or the Community and are mounted on a wall of a Residence.

F. Solid Waste: All Owners shall participate in the solid waste collection services provided by the County or City approved Contractor(s).

Section 3.12 Obstructions on Private Road: No gates or obstructions shall be placed upon or block any road or driveway within the Property. The Board shall have the authority to

adopt Rules and Regulations regarding parking on any road or shared driveway easement, including rules prohibiting same.

Section 3.13 Snow Machines, Motorcycles, and All Terrain Vehicles: All terrain vehicles, snow machines, motorcycles and other similar motorized vehicles may not be operated within the Subdivision, except for direct ingress/egress to the Owner/Operator's Lot.

Section 3.14 Building and Grounds Conditions: Each Owner shall maintain the exterior of his or her Residence in good condition and shall cause it to be repaired as the effects of damage or deterioration become apparent. In the event that any Owner shall fail to do so, the Association, upon ninety (90) days prior written notice to the Owner of such Residence, shall have the right to perform such maintenance and repairs as are reasonably necessary to maintain the Residence in a condition comparable to the condition of other Residences in the Community. Such Owner shall promptly reimburse the Association for the cost thereof. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be payable by such Owner as a Limited Unit Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article 9 of this Declaration. "Residence" as used in this Section shall include any detached garage which is constructed on Lot B-6.

Section 3.15 Landscaping and Irrigation: All landscaping and related irrigation within a Lot shall be maintained by and under the exclusive control of the Association.

Section 3.16 Refuse: No unsightly objects or materials, including but not limited to abandoned or inoperative vehicles, trash, rubbish, garbage, scrap material or other refuse, or receptacles or containers therefor, shall be placed or allowed to remain on any Lot. In the event that any Owner shall permit the accumulation of such materials, aforesaid, so as to create a dangerous, unsafe, unsightly or unattractive condition, or damage to property or facilities on or adjoining their Lot, the Board, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, by removing such materials, and to enter upon such Owner's Lot for the purpose of doing so. Such Owner shall promptly reimburse the Association for the cost thereof. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be payable by such Owner as a Limited Unit Assessments and shall create a lien enforceable in the same manner as other Assessments set forth in Article 9 of this Declaration.

Section 3.17 Signs: The only signs permitted on any Lot shall be:

A. One sign of customary size for identification of the occupant and the address of any dwelling;

B. Signs for sale and administration purposes installed by the Declarant during development;

C. Standard Real Estate signs advertising a Lot for sale, not to exceed 9 square feet in surface size; and,

E. Such signs as may be required by law.

Section 3.18 No Further Subdivision: No Lot may be further subdivided.

Section 3.19 Exemption of Declarant: Nothing contained herein shall limit the right of Declarant to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Declarant or to construct such additional Improvements as Declarant deems advisable in the course of development of the Property, so long as any Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property, such structures and displays as may be reasonably necessary for the conduct of Declarant's business of completing the work and disposing of the same by sale, lease or otherwise. Declarant shall have the right at any time prior to acquisition of title to a Lot by a purchaser from Declarant to grant, establish and/or reserve on that Lot additional licenses, reservations and rights-of-way to Declarant, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Declarant need not seek or obtain Architectural Committee approval of any such Improvements constructed or placed by Declarant on any portion of the Property owned by Declarant or an affiliate of Declarant. The rights of Declarant hereunder may be assigned by Declarant to any successor in interest in connection with Declarant's interest in any portion of the Property by an express written assignment recorded in the Office of the Valley County Recorder.

Section 3.20 Wood Burning Devices: All wood burning stoves used within the Property shall comply with applicable emission standards of the United States Environmental Protection Agency and any other governmental entities with jurisdiction.

Section 3.21 Timeshares: Timeshare Programs are prohibited. "Timeshare Programs" are defined as the division of use or occupancy rights in a Residence into units, interests or parcels in accordance with a fixed or variable schedule that allocates the use or occupancy among persons holding similar interests, whether such use or occupancy rights are granted by deed, contract or otherwise.

ARTICLE 4 - ASSOCIATION OPERATION

Section 4.1 Organization: The Running Horse Property Owners' Association ("Association") shall be initially organized by Declarant as an Idaho, non-profit corporation. The Association is charged with the duties and vested with the powers prescribed by law and set forth in the Articles, By-Laws, and this Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed so as to be inconsistent with this Declaration. In the

event that there should exist any ambiguity in any provision of the Articles or By-Laws, then such provision shall be construed, to the extent possible, so as to be consistent with the provisions of this Declaration.

Section 4.2 Membership: Each Owner shall be a member of the Association. An Owner shall automatically be a holder of the membership appurtenant to such Owner's Lot, and the membership shall automatically pass with fee simple title to the Lot. Declarant shall hold one membership in the Association for each Lot owned by Declarant. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot, except that the Owner may assign some or all of the Owner's rights as an Owner and as a member of the Association to a contract purchaser, tenant or First Mortgagee, and may arrange for such person to perform some or all of such Owner's obligations as provided in this Declaration, but no such delegation or assignment shall relieve an Owner from the responsibility for full fulfillment of the obligations of the Owner under the Association Documents.

Section 4.3 Classes of Membership/Voting Rights: The Association shall have two (2) classes of membership. The Owners of Lots A-1 through A-7 and B-1 through B-5 shall be voting members. The Owner(s) of Lot B-6 shall be non-voting member(s) of the Association.

Section 4.4 No Fractional Votes, No Severance of Voting Rights: Fractional votes shall not be allowed. In the event that joint Lot Owners are unable to agree among themselves as to how their vote or votes should be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the new Owner, subject to any assignment of the right to vote to a lessee, mortgage, or beneficiary as provided herein.

Section 4.5 Board of Directors and Officers: The affairs of the Association shall be conducted and managed by the Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and By-Laws, as the same may be amended from time to time. The Board of Directors shall be elected in accordance with the provisions set forth in the Association By-Laws.

Section 4.6 Declarant's Transfer of Control of Association: Declarant's right to control the Association and the selection of its Board shall terminate upon the occurrence of the *first* of the following events:

A. By written notice from the Declarant to the President or Secretary of the Association of the Declarant's intention to terminate its right to appoint the majority of the members of the Board of Directors; or

B. Upon that date which is not more than one hundred and eighty (180) days after all lots within the Property have been sold to persons other than Declarant.

Such date is herein referred to as "the Transfer of Control Date".

ARTICLE 5 - DUTIES AND POWERS OF THE ASSOCIATION

Section 5.1 General Duties and Powers of Association: The Association has been formed to further the common interest of the Members. The Association shall have the duties and powers to take such action as is necessary to perform its obligations under the Association documents.

Section 5.2 Powers of the Association: The Association shall have all the powers of a corporation organized under the non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws, and Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and By-Laws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Association's affairs and the performance of the other responsibilities herein assigned, including, without limitation:

A. Assessments: The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration and as is further described in Article 9 below.

B. Right of Enforcement: The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the By-Laws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

C. Delegation of Powers: The authority to delegate its powers and duties to committees, officers, employees, or to any person, firm or corporation. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by any person or entity of any such duty or power so delegated.

D. Association Rules: The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. Provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles or By-Laws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules

shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any provisions of this Declaration, or the Articles or By-Laws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the By-Laws to the extent of any such inconsistency.

E. Emergency Powers: The power, exercised by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance of construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

F. Power to Engage Employees, Agents and Consultants: The Association shall have the power to hire and discharge employees and agents (except as otherwise provided in management contracts) and to retain in paper such legal and accounting services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under the Association documents.

G. Power to Construct Recreational Improvements and Pedestrian Trails: The Association shall have the power to construct recreational Improvements and amenities, and pedestrian trails within the Common Area and Pedestrian Trail Easements shown on the Plat and to maintain the same for use by Owners and their families, guests and invitees. Such maintenance may, at the discretion of the Association, include grooming of Nordic trails.

H. Power to Acquire Equipment and Contract for Services: The Association shall have the power to acquire equipment which is reasonably necessary for the performance of its authorized activities and/or to contract with others for the provision of services.

Section 5.3 Duties of the Association: In addition to duties reasonably necessary and proper to carry out the powers delegated to the Association by this Declaration, and the Articles and By-Laws and without in any way limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

A. Insurance: Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation, directors and officers liability insurance.

B. Rule Making: Make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable.

C. Architectural Control Committee: Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration. The Board shall also have discretion to itself serve as the Architectural Control Committee, in lieu of appointing an independent Committee.

D. Duty to Accept Property, Common Areas, and Facilities Transferred By Declarant: The Association shall accept title to any property, including without limitation, any Improvements thereon, any easement or other right, any Common Areas, and personal property transferred to the Association by the Declarant or by any third party with Declarant's permission, and equipment related thereto, together with the responsibility to perform any and all Association functions associated therewith, provided that such property and functions are not inconsistent with the terms of this Declaration.

E. Duty to Manage and Care for Roads, Drives, Driveways, Overflow Parking Areas: The Association shall manage, operate, care for, and maintain and repair Running Horse Drive, including all improvements, landscaping and vegetation placed in or along Running Horse Drive; all driveways appurtenant thereto, whether designated as Exclusive Use Common Areas or otherwise; and, the overflow parking areas and shared driveway easement designated on the Plat or otherwise created on the Property. The cost of such maintenance, repair and replacement, as well as such reserve accounts as may be established by the Board therefor, shall be assessed to the Owners as Regular Assessments.

F. Duty to Manage and Care for Common Area, Trails, and Related Amenities and Features. The Association shall manage and maintain, care, maintain and repair all Common Area, including all landscaping, irrigation facilities, neighborhood art, lighting fixtures, or other amenities or facilities located in the Common Area; provided, subject to the approval of the City Council, the Pedestrian Pathway depicted on the Plat shall be dedicated to and maintained by the City. The cost of the aforesaid Association's maintenance, repair and replacement, as well as such reserve accounts as may be established by the Board therefor, shall be assessed to the Owners as Regular Assessments.

G. Duty to Manage and Care for Landscaping on Lots. The Association shall have the exclusive right and duty to place, manage, care for, maintain, repair and replace landscaping and related lighting and irrigation features located within Lots. The cost of such maintenance, repair and replacement, as well as such reserve accounts as may be established by the Board therefor, shall be assessed to the Owners as Regular Assessments.

H. Duty to Manage and Care for Propane Tanks. The Association shall have the exclusive duty, in cooperation with a propane provider, to place in the Common Area and manage, care for, maintain, repair and replace propane tanks to provide propane for use by Owners; provided, each Owner shall be responsible to the propane provider for the cost of the propane used by the Owner.

ARTICLE 6 - ARCHITECTURAL CONTROL

Section 6.1 Purpose and Theme of Controls: It is the desire of the Declarant that design controls be implemented for all buildings, structures and Improvements to insure that the overall excellence of Running Horse Subdivision shall be maintained throughout its development. To this end, an Architectural Control Committee (the "**Committee**") will be established pursuant to Section 6.2 of this Article 6.

The discretion hereinafter invested in the Committee will be exercised towards the end that high standards of workmanship and quality of materials will be maintained throughout the Community and that all Improvements will be in harmony with and complement the natural landscape, topography and flora.

Section 6.2 Architectural Control Committee: No building, fence, wall, structure or other improvement shall be commenced, erected, altered, placed or maintained upon any Lot nor shall any exterior addition to or change or alteration therein be made, until plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee, which shall be composed of the Board of Directors.

Section 6.3 Documentation Required for Architectural Approval: No structure or improvement shall be considered or approved by the Committee until the parcel owner has submitted to the Committee the plans, specifications and documents required by the Design Guidelines.

Section 6.4 Basis for Approval or Disapproval: The Committee shall give its approval for the requested improvement only if the standards contained in the Design Guidelines have been met.

Section 6.5 Form of Approval or Disapproval:

A. All approvals given under Section 6.4 shall be in writing; provided, however, that as to any request for approval which has not been rejected within thirty (30) days from the date of submission thereof to the Committee, such approval will not be required and the provisions of this Section will be deemed to have been fully complied with.

B. In disapproving any plans and specifications or other documents the Committee shall specify, in writing, the deficiencies it has relied upon in rendering such disapproval and shall give the applicant the right and opportunity to resubmit his plans and specifications or other documents in amended form.

C. One set of plans and specifications as finally approved or disapproved shall be retained by the Committee as a permanent record.

D. Nothing contained in this Section shall be deemed to relieve any Owner from complying with all of the provisions of this Declaration or with the provisions of all

applicable building codes, zoning regulations, or other applicable governmental regulations or laws.

Section 6.6 Arbitration: In the event an Owner or applicant disputes the decision of the Committee, said dispute shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the Committee and the owner or applicant mutually agree otherwise. The Arbitrator shall be governed and guided in their decision by this Declaration. If so, the award rendered by the Arbitrator shall be final, non-appealable and binding upon the parties, to the same extent as if it had been finally rendered by a court of proper jurisdiction. The Owner or applicant shall file demand for arbitration with the Committee and with the American Arbitration Association. Such demand shall be made within a reasonable time after the dispute in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings on such dispute would be barred by the applicable statute of limitations. The cost of arbitration shall be divided equally between the parties, unless the Arbitrator finds that one party has prevailed in arbitration. In such case, the non-prevailing party shall pay the cost of arbitration, which shall be limited to the Arbitrator's fee.

Section 6.7 Proceeding with Work: Upon receipt of approval from the Committee pursuant to Section 6.5 above, the Owner shall, as soon as practicable, satisfy all the conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations authorized by such approval, said commencement to be in all cases within one (1) year from the date of such approval. If the Owner shall fail to comply with this Section, the approval given pursuant to Section 6.5 shall be deemed revoked, unless the Committee upon written request of the Owner made prior to the expiration of said one (1) year period extends the time for such commencement. No such extensions shall be granted except upon a finding by the Committee that there has been no change in the circumstances upon which the original approval was granted.

Section 6.8 Completion of Construction: The Owner shall complete all exterior elements of the construction within eighteen (18) months after the commencement of construction thereof; except, and only for so long, as such completion is rendered impossible or would result in great hardship to the owner due to strikes, fires, acts of God, unusual wintertime conditions, actual inability of the owner to procure deliveries of necessary material, or by other forces or persons beyond the control of the Owner; and, except as otherwise permitted by the Committee in writing. Financial inability of the Owner or his contractor to secure labor or materials or to discharge liens or attachments shall not be deemed a cause beyond his control. For the purposes of this Section 6.8, "Commencement of Construction" for new Improvements is defined as the obtaining of the necessary building permits and the excavation of earth for a foundation, and for all other Improvements is defined as the undertaking of any visible exterior work. Under no circumstances shall the aforesaid eighteen (18) month completion deadline be extended for more than one (1) additional year, except upon a vote of a majority of the Members who are present or represented by proxy at a duly noticed membership meeting at which a quorum is present.

Section 6.9 Failure to Complete Work: Any construction which is not completed in a good and workmanlike manner, or in substantial conformity to the plans and specifications

approved for it by the Committee, within the time limits provided by this Article, and where such failure is not excused by the provisions hereof, shall be deemed a nuisance, and, after providing reasonable notice and an opportunity to be heard to the Owner, the Board shall have the right, at its sole option, to enter upon the premises and to have such incomplete construction removed or to carry such construction forward to completion. In such case, the costs and expenses incurred in such removal or completion shall constitute a lien upon the property under the Mechanic's Lien Law of the State of Idaho, such lien to attach as of the time of the commencement of the work involved in removing or completing the incomplete construction. Such lien may be enforced in the same manner as provided for the enforcement of mechanic's liens.

Section 6.10 Variances: Upon written request from an Owner, the Board may grant a variance from any of the provisions of Article 3, except those limiting land use in the Subdivision to single-family residential uses, as follows:

A. The request shall be submitted to each Board member and must explain the precise nature of and reasons for the requested variance.

B. At least fifteen (15) days prior to the Board's review of the variance request, at the Applicant's expense, written notice of the request and the time and place at which the Board will consider the request shall be mailed, via certified mail, to all record Owners of Lots in the Subdivision;

C. The Board's review of the request shall be open to all Owners, who shall be entitled to comment;

D. The request shall be denied unless the Applicant establishes compelling reasons for the request. Neither the cost of compliance with these Covenants, nor the convenience of the Applicant shall in and of themselves be grounds for a variance;

E. If a Committee review of building/improvement plans involves a variance request, then the thirty (30) day time frame contained in Section 6.5(A) above shall be extended to sixty (60) days; and,

F. The decision of the Board can be overruled or modified only by a vote of sixty-seven percent (67%) of those Owners who are present or represented by proxy at a meeting of the membership, scheduled for the purpose of considering such decision, at which a quorum is present.

Section 6.11 Enforcement: The provisions of this Declaration may be enforced by Declarant, by a Successor Declarant, by the Board, or by any Owner. The prevailing party in such enforcement action shall be entitled to recover his/her fees under Section 10.8. In addition, to specific enforcement judicially and any other remedies which are available at law or in equity,, the Board shall be entitled to impose a fine for violations of this Declaration or of the Design Guidelines of not to exceed \$5,000.00 per incident or \$100.00 per day, in the case of a continuing violation, and shall in any event be as provided in a Schedule of Fines which is established by the

Board and available to Owners. The fine may be assessed only against the Owner, and only if the violator is the Owner or a member of the Owner's family or a guest, invitee, lessee, contractor, subcontractor, employee or agent of the Owner. In the case of a continuing violation, the fine may not be assessed unless the Owner has failed to abate the violation within the time allowed therefor by the Board in written notice to the Owner. In the case of a single incident, the fine may not be assessed unless the Owner has received at least one prior written notice from the Board that the violation may subject the Owner to fine(s). Fines imposed pursuant to this Section may be collected as provided in Section 9.11 A and B below. Non-payment of assessments shall not subject an Owner to fines; rather, the remedy therefore shall be as provided in Article 9, below. The levy of any fine shall be subject to the following conditions:

- (a) A majority vote by the board shall be required prior to imposing any fine on an Owner for a violation of this Declaration or the Design Guidelines.
- (b) Written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Owner at least thirty (30) days prior to the meeting.
- (c) In the event the Owner begins resolving the violation prior to the meeting, no fine shall be imposed so long as the Owner continues to address the violation in good faith until fully resolved.
- (d) No portion of any fine may be used to increase the remuneration of any board member or agent of the board.

Section 6.12 Fees, Consultants: The Committee shall have the power, at its sole discretion to employ professional consultants as necessary to assist and advise the Committee in its review of plan submittals and ongoing construction projects. The Committee shall establish and from time to time review and modify as necessary a Fee Schedule to fund its activities. Committee members shall not receive compensation for their service on the Committee.

ARTICLE 7 - EASEMENTS

Section 7.1 Easement for Roads and Driveways: The Declarant shall construct the roads, driveways and common parking areas depicted on the plat of the Property in conformity with the approved specifications and plans therefor. Running Horse Drive shall be a private road, the use of which is dedicated to the Owners and their guests and invitees. The Shared Driveway Easement shown on the Plat shall be dedicated for the use of the Owners of Lots A-7 and B-1 and their guests, invitees, lessees, and assigns.

Section 7.2 Easements To Serve Additional Property: The Declarant hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees, and mortgagees, an easement over any Common Area or any road, drive or parking area depicted on any Plat, for the purpose of access to adjoining property which may now or later be owned by Declarant. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such

property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Areas as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving such property.

Section 7.3 Declarant's Reservations:

A. Declarant hereby creates and reserves to itself until the Transfer of Control Date and thereafter to the Association the right to grant to the owners of properties adjoining the Subdivision unrestricted, perpetual easements in all roads, driveways, common area and common parking areas on the Plat for the placement of utilities for such adjoining properties.

B. Declarant hereby creates and reserves to itself until the Transfer of Control Date, and thereafter, to the Association the right from time-to-time to grant unrestricted, perpetual easement in and right of use of all roads, driveways, shared driveway easements, Exclusive Use Common Areas, Common Area and common parking areas, as depicted on the Plat, for use of all or part of such areas for the construction and placement of pedestrian pathways, neighborhood art, other Common Area amenities, utility lines (ex: telephone, electricity, cable television, gas), water and waste water lines, drainage, and other similar or dissimilar facilities and purposes, and for any one or more such purposes.

C. Declarant hereby creates and reserves to itself until the Transfer of Control Date, and thereafter, to the Association such additional easements as are shown on the Plat.

D. If any utility or quasi-utility company furnishing a service covered by the easements created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement. The Association shall succeed to such right and authority upon the Transfer of Control Date. The easement(s) provided for in this Section shall in no way affect, avoid, extinguish or modify any other recorded easement on the Property.

Section 7.4 Common Area Easements: The Common Area shown on the Plat shall remain devoid of buildings, structures, or Improvements, except where necessary for utilities, Common Area amenities and the other uses, facilities and Improvements described in this Declaration or shown on the Plat.. The purpose of such Common Area shall be to maintain connected open space within the Property for the mutual aesthetic benefit of all Owners and to provide effective wildlife corridors for wild game. In the interest of preserving the overall appearance and safety of the Property, the Association shall have the power to establish Rules and Regulations regarding the use of the Common Area.

Section 7.5 Pedestrian Pathway Easement: The Pedestrian Pathway shown on the Plat may be improved by the Declarant or the Association and is reserved and dedicated for the

common pedestrian, non-motorized use and enjoyment of the Owners and their families, guests and invitees and the public. The Association shall have the right to establish Rules and Regulations regarding the use of the Pathway.

Section 7.6 Owners' Maintenance and Construction Easements: Owners are hereby granted a permanent and perpetual non-exclusive easement to the portion of the Common Area extending fifteen (15) feet from each of the external boundaries of their Lots for the purpose of performing maintenance, repairs and replacement of their Residences. An Owner exercising his/her/its rights under this Easement shall promptly repair any damage done to the Common Area by the use of the Easement, to the satisfaction of the Association, including but not limited to damage to landscaping, irrigation facilities and lighting fixtures. Should an Owner fail to do so, the Owner shall be personally liable to the Association for the cost of repairing such damage, together with all expenses and fees, including attorneys fees, incurred by the Association in making such repairs and recovering the cost thereof from the Owner. Such sums may, at the discretion of the Association, also be levied on the Owner's Lot as a Limited Unit Assessment.

ARTICLE 8 - DECLARANT'S DEVELOPMENT RIGHTS, SPECIAL RIGHTS AND RESERVATIONS

Section 8.1 Period of Declarant's Rights and Reservations: Declarant shall have, retain and reserve the easements and rights set forth in Article 7 above for the period indicated in Article 7 or, if none is stated, for the period during which this Declaration, as amended or restated, remains in effect (the "**Period of Declarant's Beneficial Interest**"). Such easements, rights and reservations shall be deemed accepted and reserved in each conveyance of Lots by Declarant, whether or not specifically stated in any deed or other instrument by which any Lot within the Property is conveyed by Declarant and shall be prior and superior to any other provisions of the Association documents. Such easements, reservations and rights may not, during the Period of Declarant's Beneficial Interest, be modified, amended or rescinded or affected by any amendment of the Association documents without Declarant's written consent. Declarant's consent to any one such amendment shall not be construed as consent to any other amendment.

Section 8.2 Successor Declarant: For purposes of the rights, reservations and easements reserved and created in favor of Declarant herein, Declarant shall have the option of notifying the Association in writing of an assignee or successor who will hold and exercise Declarant's aforesaid rights and whom the Association shall notify as required by this Declaration.

ARTICLE 9 - ASSESSMENTS

Section 9.1 Covenant to Pay Assessments: By acceptance of a deed to any Lot in the Subdivision each Owner of such Lot hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Unit Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument: provided that the Owner(s) of Lot B-6 shall not be subject to any Regular or Special Assessments.

A. Assessment Constitutes Lien: Such Assessments and charges together with interest at a rate established by the Board, costs and reasonable attorneys fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the lot against which each such Assessment or charge is made.

B. Assessment is Personal Obligation: Each such Assessment, together with interest at a rate established by the Board, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall remain such Owners personal obligation regardless of whether he remains an Owner.

Section 9.2 Uniformity of Assessments: Except as provided to the contrary elsewhere in this Declaration, Regular Assessments and Special Assessments shall be uniform as to all Owners who are subject to such Assessments.

Section 9.3 Regular Assessments: The Regular Assessments shall be made for the regular, ongoing expenses of the Association not incurred specifically for or as a result of the actions or inactions of any individual Owner, including but not necessarily limited to, the following regular expenses:

A. Repair, care, control and maintenance of the roads, driveways and common parking areas and all features, fixtures and facilities within such roads, driveways and common parking areas;

B. Maintenance, care and control of all Common Areas and Improvements, landscaping, irrigation facilities, fixtures, pathways, neighborhood art, amenities and other facilities within Common Areas and Exclusive Use Common Areas;

B. Expenses of the management of the Association and its activities;

C. Taxes and special assessments upon the Association's real and personal property;

D. Premiums for all insurance which the Association is required or permitted to maintain;

E. Common services to Owners as approved by the Board;

F. Legal and accounting fees for the Association;

G. Any deficit remaining from any previous assessment year; and,

H. The creation of reasonable contingency reserves for any of the above expenses.

Section 9.4 Declarant's Obligations: Prior to the Transfer of Control Date, the Declarant shall have the following options regarding assessments on Lots owned by Declarant: Declarant may pay such assessments; or, Declarant shall be deemed to have met its obligation regarding assessments by the contribution of such funds and/or services to the Association as are necessary to permit the Association to perform its responsibilities and meet its financial needs. After the transfer of control, Declarant shall be subject to the Association's assessment on any Lots owned by Declarant and located within the Property and made subject to the Association documents.

Section 9.5 Regular Assessment Procedure:

A. The Association's Board of Directors shall set the total annual Regular Assessment based upon an advanced budget of the Association's requirements for the following assessment year. A summary of that budget shall be mailed by ordinary first class mail or otherwise delivered to all Owners by no later than December 1 of the current budget year (i.e. to take effect on January 1 of the next assessment year). The budget shall take effect on January 1 of the assessment year to which it applies.

B. The Board shall cause to be prepared, delivered, or mailed to each Owner, at least thirty (30) days in advance of the date payment is due, a payment statement setting forth the annual regular assessment. All payments of regular assessments shall be due and payable without any notice or demand, on the due dates declared by the Board. Regular assessments shall be applicable to all Lot except for Lot B-6, subject to Declarant's rights as aforesaid. Each owner other than the Owner of Lot B-6 shall become responsible for the Regular Assessment on a Lot as of the date the Lot is transferred to such Owner. The first annual Regular Assessment for each Owner shall be adjusted according to the number of months remaining in the year. Regular Assessments may, in the discretion of the Board, be made payable annually, quarterly or monthly.

Section 9.6 Special Assessments: In the event that the Board shall determine that its Regular Assessments for a given calendar year will be inadequate to meet the Expenses of the Association for any reason, including but not limited to attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board may levy a Special Assessment sufficient to defray such additional expenses. After the Transfer of Control Date, no Special Assessment shall be levied without the vote or written consent of a majority of the votes of the Members of the Association which are present at a properly scheduled meeting of the Members or represented by proxy at such meeting. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for the Association. The Owner of Lot B-6 shall not be subject to any Special Assessment.

Section 9.7 Limited Unit Assessments: Notwithstanding the above provisions with respect to Regular and Special Assessments, and as is further provided in this Declaration, the

Board may levy a Limited Unit Assessment against any Owner and the Owner's Lot for any of the purposes stated in this Declaration and as a remedy to reimburse the Association for costs and expenses incurred in bringing the Owner and/or such Owner's Lot into compliance with the provisions of this Declaration or any other of the Association Documents.

Section 9.8 Assessment Period: Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year.

Section 9.9 Notice of Default and Acceleration of Assessments: If any assessment is not paid within thirty (30) days after its due date, the Board may mail a notice of default to the Owner. The notice shall substantially set forth (a) the fact that the installment is delinquent; (b) the action required to cure the default; (c) a date not less than ten (10) days from the date of the mailing of the notice by which the default must be cured; and, (d) that the failure to cure the default on or before the date specified in the notice may result in the foreclosure of the lien for assessment against the Lot of the Owner and the exercise by the Board of any other remedies either provided herein or allowed by law. In such case, and as a condition of the cure of the delinquent assessment, the Owner may be obligated by the Board, at the Board's sole discretion, to additionally pay all costs of enforcement, including without limitation reasonable attorneys fees, costs and related expenses and to pay a reasonable late charged to be determined by the Board.

Section 9.11 Enforcement of Assessments: Each Owner is and shall be deemed to covenant and agree to pay to the Association each and every assessment provided for in this Declaration; and agrees to the enforcement of all such assessments in the manner herein specified. In the event an attorney or attorneys are employed for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In addition to any other remedies herein or by law provided, the Board, or its authorized representative, may enforce the obligations of the Owners to pay the assessments provided for in this Declaration, and each of them, in any manner provided by law in equity, or without any limitation of the foregoing, by either or both of the following procedures:

A. **Enforcement by Suit:** By commencement of a suit at law against any Owner or Owners personally obligated to pay assessments, for such delinquent assessments as to which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon as provided for herein, costs of collection, court costs and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Owner. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

B. **Enforcement by Lien:** There is hereby created a claim of lien, with power of sale, on each and every Lot to secure payment to the Association of any and all assessments levied against any and all Owners, together with interest thereon as provided

for in this Declaration, fines imposed for violation of these Covenants, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. The Board or its duly authorized representative may file and record a Notice of Delinquent Assessment on behalf of the Association against the Lot of the defaulting Owner who has not cured the default, as provided in Section 9.11 above. The amount of the assessment, plus any costs of collection, expenses attorney's fees and interest assessed in accordance with this Declaration shall be a lien on the Owner's Lot from and after the time the Association records the Notice of Delinquent Assessment. Such Notice shall be executed and acknowledged by any officer of the Association and shall contain substantially the following:

1. The claim of lien made pursuant to this Declaration;
2. The name of the record Owner,
3. The legal description of the Lot against which claim of lien is made;
4. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and attorney's fees (with any proper offset allowed); and,
5. The name and address of the trustee authorized by the Association to enforce the lien by public sale.

Upon recordation, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied. Such lien shall have priority over all liens or claims created subsequent to the recordation of the Notice. Any such lien may be foreclosed by appropriate action in Court or in the manner provided by the Idaho Code for the foreclosure of a deed of trust with power of sale, or in any other manner permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any Title Company authorized to do business in Idaho as Trustee for the purpose of conducting such power of sale foreclosure. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot Owners and shall secure payment of all sums set forth in the Notice, together with all sums becoming due and payable in accordance with this Declaration after the date of recordation of said Notice. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Lot.

Each Owner hereby expressly waives any objection to the enforcement and foreclosure of assessment liens in this manner. Upon the timely curing of any default for which a Notice was filed by the Board, the Board shall cause an officer of the Association to file and record an appropriate release of such Notice in the Office of the County Recorder of Valley County, Idaho. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use or abandonment of his Lot.

ARTICLE 10 - GENERAL PROVISIONS

Section 10.1 Binding Effect: The various restrictive measures and provisions of these covenants and restrictions are declared to constitute mutual equitable servitudes for the protection

and benefit of each parcel in the Community and of the owners thereof and for the benefit of the Community as a whole. Each grantee of a conveyance or purchaser under a contract of sale, by accepting a deed or contract of sale, accepts such subject to all of the covenants, conditions and restrictions set forth in this Declaration and specifically agrees to be bound by each and all of them.

Section 10.2 Term of Declaration: Unless amended as herein provided, all provisions covenants, conditions and restrictions and equitable servitudes contained in this Declaration shall be effective for twenty (20) years after the date upon which this Declaration was originally recorded, and, thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by agreement of the Owners as provided for herein below.

Section 10.3 Amendment of the Declaration: Until the first Lot subject to this Declaration has been conveyed by Declarant by recorded deed, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration may be amended or terminated by Declarant by the recordation of a written instrument, executed by Declarant, setting for such amendment or termination.

Section 10.4 Amendment of Declaration by Members: Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of Declarant or others, any provision, covenant, condition, restriction, or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time, upon approval of the amendment or repeal by at least sixty-seven percent (67%) of those members present or represented by proxy at a meeting of the membership, scheduled for the purpose of considering such amendments, at which a quorum is present; provided:

A. This Declaration may not be terminated except upon approval by at least ninety percent (90%) of the membership of the Association; and, in case of termination, all rights, reservations, and easements granted to or reserved by Declarant herein shall survive any such termination; and,

B. The provisions of this Declaration which limit the allowable land uses in the Subdivision to single-family residential use may be amended only with the approval of ninety percent (90%) of the Membership and the approval, as required, by the City of McCall, in the same manner as would be required for an approval of a material change to the Plat for the Subdivision.

Section 10.5 Required Consent of Declarant to the Amendment: None of the rights, reservations, or easements granted to or reserved by Declarant herein may ever be modified or amended during the Period of Declarant's Beneficial Interest without the prior written consent of Declarant or Declarant's successor as identified in Section 8.2 above, which consent may be withheld by Declarant for any reason whatsoever. Any proposed amendment or repeal of any other provision of this Declaration (i.e. a provision not involving any of the rights, reservations or easements granted to or reserved by Declarant) shall, if proposed prior to the Transfer of Control Date, require the prior written consent of Declarant, or Declarant's aforesaid successor.

Section 10.6 Priority of First Mortgage Over Assessments: Each lender who recorded its mortgage or deed of trust before assessments have become delinquent and who obtains title to the Lot encumbered by the first mortgage whether pursuant to remedies provided in the mortgage, by judicial foreclosure, or by deed or assignment in lieu of foreclosure, shall take title to the lot free and clear of any claims for unpaid assessment or charges against such Lot which accrued prior to the time such first mortgage acquires title.

Section 10.7 Remedies Cumulative: Each remedy provided under the Association documents is cumulative and not exclusive.

Section 10.8 Costs and Attorneys Fees: In any action or proceeding under the Association documents, the party which seeks to enforce the Association documents and prevails shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees and expert witness fees. "Action or proceeding" as herein stated shall include, without limitation, any arbitration, mediation, or alternative dispute resolution proceeding.

Section 10.9 Limitation of Liability: The Association, Board of Directors, the Architectural Control Committee, Declarant and any member, agent or employee of any of the same shall not be liable to any person for any action or for any failure to act if the action or failure to act was in good faith and without malice, and shall be indemnified by the Association to the fullest extent permissible by the laws of Idaho, including without limitation, circumstances in which indemnification is otherwise discretionary under Idaho law, in accordance with and subject to the terms and limitations contained in the Bylaws.

Section 10.10 Governing Law: The Association documents shall be construed and governed under the laws of the State of Idaho.

Section 10.11 Severability: Invalidation of any one or more of the covenants, conditions and restrictions contained herein by judgment or otherwise shall in no way affect the validity of any of the other provisions, which shall remain full force and effect.

Section 10.12 Number and Gender: Unless the context requires a contrary construction, as used in the Association documents, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 10.13 Captions for Content: The titles, headings and captions used in the Association documents are intended solely for convenience of reference and are not intended to affect the meaning of any provisions of this Declaration.

Section 10.14 Mergers or Consolidations: The Association may merge with another incorporated association to the extent permitted by law. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The

EXHIBIT "A"
(Legal Description of Property)

**McCall Area Planning and Zoning Commission
Staff Report**

CUP-20-03, SR-20-46

*901 Second St.
Sifford Mixed Use*

February 2, 2021

Applicant: William Sifford
Agent: Hatch Design and Architecture
Application: Conditional Use Permit and Design Review
Zoning: CBD – Central Business District

Description

A Conditional Use Permit and Design Review application to construct a 4 story, mixed use building to contain retail, hostel, four apartment units, and a rooftop patio. The mixed use is directly permitted. The Conditional Use Permit is only for the height allowance. The application is in compliance with all aspects of the City Code and no alleviations from basic development standards are requested.

Zoning: CBD – Central Business District Property Size: 0.17 acres (7,318 sq. ft.)

Lot Coverage: Per MCC 3.4.031, the allowable lot coverage in the CBD zone is 95% and includes only structure footprints. The proposed structure footprint is 2,758 sq. ft., or 38%.

Building Height: Per MCC 3.4.031, the maximum allowable height in the CBD zone is 50 ft. with a Conditional Use Permit. There are allowable exceptions to these rules, which include antennas, roof stair access enclosures/projections, cupolas, chimneys (up to 10 ft. above the highest point of the roof surface), steeples, and spires.

The applicant is proposing a roof height of 44 ft. The roof will include a rooftop deck with a guardrail height of 48 ft. Decorative slats that will help shield the deck from wind extend to 50 ft. Solar panels to help power the building are proposed at 54 ft.

Proposed/Existing Setbacks: Per MCC 3.4.031, there are no required setbacks from any property lines unless the property line is fronting an alley. Therefore, the northerly property line has the only required setback.

The applicant is proposing setbacks of 3 ft. from the alley fronting property line for the second story deck, which will cover the lower level parking. The remainder of the structure is setback more than 50 ft. from the northerly property line, and approximately 5 ft. from all other property lines to allow for walkway and patio space around the structure. The flat roof with a built-in snow melt system is anticipated to keep all snow off adjacent properties and the out of the public right-of-way.

Parking Spaces: Per MCC 3.4.061(D), commercial uses within established and current business improvement districts or urban renewal districts are exempt from providing off street parking as required by MCC 3.8.062. *The proposed structure is located within an established Urban Renewal District and is therefore exempt from providing off street parking as required by MCC 3.8.062.*

There are six proposed hostel rooms, four apartment units, and 2,712 sq. ft. of general commercial/retail space. The applicant has proposed a covered parking lot with ten parking spaces, one of which is ADA. Additionally, there are seven (7) parallel on street parking spaces adjacent to the subject property, for a total of seventeen (17) parking spaces.

In addition to the provided parking, five public parking lots are within 1,000 ft. of the proposed development and there is adequate public transit that serves this project.

Comprehensive Plan

The 2018 Comprehensive plan calls for ensuring a strong and sustainable year-round economy of local businesses with the addition of hotel venues and a healthy, vibrant downtown that supports the diverse economic and employment needs of local residents.

Stated community character and design goals from the Comprehensive Plan include committing to green design, efficient energy use, and high-performing building. Policy 1.1 even states the need to integrate green infrastructure elements such as LEED rated buildings into the urban design of the City. 1.2 states that new development should be energy-efficient and emphasize the use of and implement best practices in site design and construction.

Land Use goals and policies include supporting infill and redevelopment in the City Limits, commercial areas, major activity area, and specific areas that can easily connect to services. Appropriate types of infill include new residential units on vacant lots, additions to existing units, accessory dwelling units, and residential units with businesses. Additional goals identified included supporting development within the new urban renewal district to support housing, economic development, and mobility, to encourage vibrancy in the downtown core, particularly the original four blocks of downtown.

Regarding transportation, the Comprehensive plan identifies goals and policies for promoting development in the downtown core that connects easily to public transit and is designed to encourage walking and bicycling and can therefore reduce costs associated with healthcare, local housing, and transportation.

Design Guidelines

The project appears to meet the design guidelines. Large glass doors and windows all along the ground floor that open onto outdoor patios are welcoming to the pedestrian and clearly identify the area as a commercial storefront.

The wood beams, trellis, and vertical accents in contrast with the dark siding are of natural elements and hues and are consistent with the Mountain Modern architecture that has started to become more prevalent in McCall.

The exterior decks, patios, and roof top maximize the use of sun and outdoor opportunities. A covered parking area and rooftop snowmelt system anticipates the heavy winter snow that McCall can receive and maximizes the year-round useability of the structure.

Conditional Use Permit Criteria

All uses of the structure are directly permitted. *The Conditional Use Permit is only for the height increase from 35 ft. to 50 ft. as is required by McCall City Code.*

Per MCC 3.13.03, a conditional use permit shall be granted if the commission finds that the use, as applied for, in fact will:

1. Constitute a conditional use authorized in the zone involved.
2. Be harmonious with and in accord with the general objectives and with any specific objectives of the comprehensive plan and/or this title.
3. Be designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or likely character of the neighborhood, and that such use will not change the essential character of the surrounding area.
4. Not be detrimental to the health, safety and general welfare of persons residing or working in the neighborhood of such proposed use.
5. Not cause any substantially harmful environmental consequences to any land or waters within the planning jurisdiction.
6. Not create excessive additional public cost for public facilities and services and will not be detrimental to the economic welfare of the community.
7. Be served adequately by essential public facilities and services including highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools. The applicant may be required, as a condition of approval, to mitigate any deficient public service.
8. Not involve uses, activities, processes, materials, equipment or conditions of operation that will cause unreasonable production of traffic, noise, smoke, fumes, glare, odors or other forms of pollution.
9. Have vehicular approaches to the property so designed as not to create a detrimental interference with traffic on surrounding public or private thoroughfares, or adversely affect the pedestrian environment.
10. Not result in the destruction, loss or damage of an important natural, scenic or historic feature.
11. Be on a site of sufficient size to accommodate the proposed use, including the yards, open spaces, snow storage, walls, fences, parking areas, loading zones and design standards applicable.
12. Have a minimal negative economic impact on the neighborhood or surrounding community.

The application appears to meet the above twelve criteria.

Comments

Agency –

McCall City Engineer

In an email dated December 14, 2021, the City Engineer stated the following:

Grading, Drainage Stormwater and Snow Management: Per the 9/11/20 letter from project engineer, Jim Coslett, we understand that the principal stormwater treatment/management approach will be via permeable pavers and presumably infiltration. According to Mr. Coslett, based on his review of a geotechnical report, that he believes the site is suitable for development. For McCall, this would mean conformance with the City's drainage management guidelines. Therefore, we have the following questions:

1. If the groundwater level is anticipated to be within 2.5 feet of the surface (although additional groundwater testing is anticipated), how will a permeable paver stormwater treatment system be designed to:

- a. In McCall, the majority of stormwater events occur in the spring when the groundwater levels are at their highest. Therefore, how will the stormwater system design (i.e. the permeable paver system), maintain adequate separation from seasonal groundwater levels in accordance with IDEQ guidance. Additionally, what justification has been made to assume that infiltration can be achieved given that high groundwater is present on this site (i.e. if the groundwater is high, how can infiltration occur)?
 - b. It is assumed that the site will consist of over 5,000 sq. ft. of impervious area. Per the DMGs, stormwater quality treatment of the 95% storm (0.83"/24 hours) runoff event will be required. Can you confirm and/or describe if the permeable paver system will provide the sufficient water quality treatment of runoff from the 95% event.
 - c. It is assumed the final discharge of all treated and/or detained stormwater will be discharged to the City's storm sewer located in either 2nd Street or Veteran's alley through a piped, sub-surface conveyance system. Can you describe how this is anticipated to occur?
 - d. If treatment and/or detention facilities will require lowering the groundwater level (in the areas of these specific facilities), how has the design team determined that there is sufficient grade for a dewatering system to still connect to the adjacent public storm sewer? Will a pumping system be implemented if necessary?
2. You have indicated that all snow will be stored onsite and managed via a snow melt system.
 - a. Can you identify the location of this snow storage/melt system and/or approximate size.
 - b. If it is will be located within the parking lot, how will this system be connected to the overall stormwater management system so that melted snow can also be treated by the stormwater management system.
 - c. If snow will be stored on site, how will that impact essential overnight parking given the City's winter parking restrictions that prohibit parking on city streets and most public lots between 2 and 7 AM (so that snow plowing activities can occur). Will this property have off-site, 24 hour parking available?
 3. Below are the following links to the City's drainage management guidelines:
 - a. DMGs: <https://evogov.s3.amazonaws.com/141/media/115536.pdf>
 - b. Resolution reducing the water quality treatment storm to 95% - 0.83"/24 hours: <https://evogov.s3.amazonaws.com/141/media/115537.pdf>

Water and Sewer Service: The application identifies that the project will consist of: 3 commercial tenant spaces; a hotel/hostel for up to 20-22 occupants (counting the beds); and 4, 2-bedroom apartments. No utility plan has been provided to describe how these units will be served:

1. Please provide a statement confirming that required sewer connections (i.e. EDUs) are available from Payette Lakes Recreational Water and Sewer District (PLRWSD) so that all proposed tenant/residential units can be served via PLRWSD sewer.

2. Will the building have an internal sprinkler system? If so, what size fire line will be required to serve the internal sprinkler system.
3. The City's water standards required that each separate dwelling be served by a separate water meter. The intention of that requirement is so that individual dwelling/tenant units can be metered separately and that water shutoffs can be made without terminating water to the entire building. Because this building and all tenant/residential units may be held under 1 ownership, the City is willing to consider that one, master meter be used, but it must be configured so that separate units can be shut off (behind the meter) and/or separate piping is in place so that future platting/condominium entitlements can occur. Considering this, how are you proposing to meter the building?
4. Per question #3 above, will the property have a separate irrigation system that will be served by a separate water meter or will the irrigation system be fed of a master meter that still be isolated and include the required backflow prevention infrastructure required for irrigation systems.

Project Schedule: As discussed earlier, the schedule of this project will have a lot of impact on the City's ability to review the civil design information, and ultimately achieve a set of civil plans that the City Engineer can stamp "approved for construction." Can you provide an approximate timeline (assuming City Council CUP approval this spring) for when you anticipate the final civil design package will be ready and when construction is anticipated to occur? This will be helpful in understanding when additional groundwater monitoring may occur (which may/may not impact the civil design and/or sewer connections) and which construction season activities will likely commence.

Payette Lakes Recreational Water and Sewer District (PLRWSD)

This application was submitted to the PLRWSD more than thirty (30) days prior to the McCall Area Planning and Zoning Commission's February 2, 2021 meeting. In a review letter dated December 17, 2020, PLRWSD stated that they had reviewed the plans submitted and have spoken to the applicant and explained the following: This non-residential parcel is in a District category "C" basin. At this time, non-residential parcels within category "C" basins are allowed one (1) EDU per parcel. The plans as submitted have been calculated at ten (10) EDUs. The District will soon be in the process of making improvements to the sewer system, after those improvements are completed this parcel will be in a category "B" basin, at that time an application for sewer committed model services can be submitted to the district to evaluate the impact of the proposed development on the system capacity.

In an update from the District on January 19, 2021, the District stated that they have begun running the model to determine if sewer capacity is available.

McCall Fire and EMS

In an email dated December 15, 2020, McCall Fire stated that the following will be required:

1. Automatic sprinklers installed in accordance with Section 903, 2015 International Fire Code (2015 IFC).
2. Fire department connection (FDC) installed in accordance with Section 912 (2015 IFC), location to be determined during plan review.

3. Dry standpipe installed in accordance with Section 905 (2015 IFC) in the stairwell serving the second floor, third floor, fourth floor, and roof deck.
4. Manual fire alarm system installed in accordance with Section 907 (2015 IFC).
5. Portable fire extinguishers installed on each floor and occupancy in accordance with Section 906 (2015 IFC).
6. Knoxbox/s installed in accordance with Section 506 (2015 IFC), location to be determined during plan review.

McCall Building Official

In an email dated December 14, 2020, the McCall Building Official stated that for building permit issuance, an architect's stamp and MEP engineering will be required.

McCall Airport Manager

In an email dated December 14, 2020, the McCall Airport manager stated that they would like the applicant to fill out and send an FAA Form 7460 to determine any adverse impacts on airspace. If no adverse impacts are found, the airport has no objection. If adverse effects are found, the applicant shall work with the City of McCall to minimize adverse impacts.

Public –

1. In an email dated December 5, 2020, John Corcoran, another business owner downtown, stated his support for the project.
2. In a letter dated December 12, 2020, Lynn Lewinsky, a downtown property owner, stated that she liked the mixed-use concept but thought the structure would be too tall and also expressed concerns about parking.
3. In an email dated January 20, 2021, Shane Newton stated opposition to the application based on concerns about parking.
4. In an email dated January 21, 2021, Jean Odmark expressed her concerns about parking.

Next Steps

Provide staff feedback on how the structure is in compliance with the Comprehensive Plan, CUP criteria, design guidelines, and code. Decide if there is a need to continue the public hearing and application to the March 2nd meeting or if the Commission is comfortable directing staff to prepare draft findings of facts.

City of McCall
216 East Park Street
McCall, Idaho 83638
P.208.634.7142

LAND USE APPLICATION



Date Received: _____

Fees Paid: _____

NOTICE OF ADDITIONAL FEES

Land use applications may be subject to engineering and legal review for purpose of addressing compliance and conformance issues. The City of McCall reserves the right to contract these services to private firms. The costs of these reviews are passed on to the applicant. These fees are separate, and in addition to, the City's application and permit fees. Completion of this application signifies consent to these fees.

Please check all that apply:

- # _____ Record of Survey (ROS) - \$420
- # _____ Design Review (DR) - \$300 + \$25/1,000 sq. ft. of new construction (rounded to the nearest 1,000)
- # _____ Scenic Route (SR) - \$300
- # _____ Shoreline or River Environs (SH) - \$300
- # _____ Conditional Use Permit (CUP) - \$600
- # _____ Administrative Approval (AA) - \$50
- # _____ Planned Unit Development (PUD) General Plan - \$2,000 + \$75/lot or unit
- # _____ Planned Unit Development (PUD) Final Plan - \$500 + \$75/lot or unit
- # _____ Subdivision (SUB) Preliminary Plat - \$2,500 + \$75/lot or unit
- # _____ Subdivision (SUB) Final Plat - \$1000 + \$75/lot or unit
- # _____ Minor Plat Amendment - \$1,000
- # _____ Variance (VAR) - \$1,000
- # _____ Rezone (ZON) - \$1,500
- # _____ Zoning Code Amendment (CA) - \$750/title
- # _____ Annexation - \$3,000
- # _____ Vacation (VAC) - \$750

Incomplete applications cannot be accepted by the City. Unless otherwise exempted by the Administrator, all Application Requirements must be provided at the time of submission. Please refer to specific application info sheets for more details.

PROPERTY OWNER INFORMATION

billbstallion@yahoo.com

Property Owner 1: William Sifford Email: _____

Mailing Address: _____ Phone: _____

Property Owner 2 (If Applicable): _____ Email: _____

Mailing Address: _____

AGENT/AUTHORIZED REPRESENTATIVE INFORMATION

Applicant/Representative: Hatch Design Architecture - Jeff Hatch Email: jeff@hatchda.com

Mailing Address: 200 W. 36th St., Boise, ID 83714 Phone: 208-475-3204

PROPERTY INFORMATION

Address(es) of Property: 901 2nd St., McCall, ID 83638

Legal Description of Property: RPM0171003019A

Zoning District of Property: _____ Project Sq. Footage (If Applicable): 18,217 S.F.

Impact Area City Limits Residential Commercial

LAND USE APPLICATION CONTINUED

Payette Lakes Water and Sewer District or Septic System or not applicable

PROJECT DESCRIPTION

Explain the general nature of what is proposed: *(please attach supplemental information if needed)*

The proposed project is a 4-story, mixed-use hostel and retail building with condominiums and a rooftop patio.

The ground floor contains commercial retail uses as well as the lobby for the proposed hostel. The second floor accommodates guests in a hostel and the third and fourth floors contain two condominium residences per floor.

The neighborhood meeting was held on 9/5/2020 at 901 2nd Street in McCall.

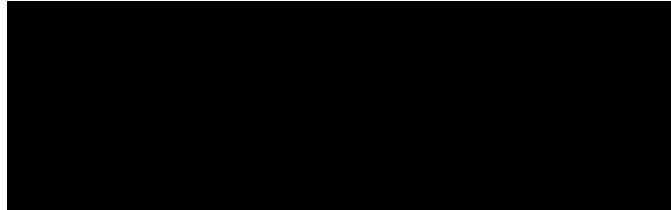
SIGNATURES

The Applicant hereby agrees to pay reasonable attorney fees, including attorney fees on appeal and expenses of the City of McCall, in the event of a dispute concerning the interpretation or enforcement of the Land Use Application in which the City of McCall is the prevailing party.

I certify that I have reviewed and understand the procedures and requirements of the McCall City Code. I give permission for City staff and/or Planning & Zoning Commission members to view and enter the subject property in order to fully review this application. I understand that failure to provide complete and accurate information on this application may lead to denial of this application.

William Sifford

Property Owner 1



Property Owner 2 *(If Applicable)*

Signature

Jeff Hatch

Agent/Authorized Representative

Signature

FOR RECORD OF SURVEY APPLICATIONS ONLY: STATEMENT OF EASEMENT DISCLOSURE

Surveyor

Signature

I hereby certify that I have performed a thorough search for all relevant easements that relate to the subject property and have indicated or referenced these by their instrument number on the provided survey.



**HATCH
DESIGN
ARCHITECTURE**

200 w. 36th st., boise, idaho 83714 • phone 208.475.3204 • fax 208.475.3205 • email info@hatchda.com

Aug 3, 2020

Project Description

City of McCall
216 East Park St
McCall, ID 83638

1. Explain, in detail, the proposed use.

The proposed use is a 4-story, mixed-use hostel and condominium building. The ground floor contains the hostel lobby as well as commercial retail uses to enhance street frontage and contribute to the urban activity of the city. The second floor accommodates guests in a hostel and the third and fourth floors contain four condominium residences.

2. What is the relationship of the proposed use to the surrounding properties?

The properties surrounding the proposed project are commercial spaces used by the community. Nearby is a public library, a bank, a government office, and other commercial buildings. The use of the proposed project will give neighbors access to the commercial businesses proposed and allow the residents and guests close to other commercial amenities close-by.

3. How does the proposed landscaping plan comply with the requirements of Title 3?

The proposed project takes advantage of natural settings. Vegetation will cover all areas that are not used for structures, drives, walks, usable yard, improved off street parking, or lawful open storage. Plants and trees are to be native or suitable plants according to appendix B. Parking areas, waste containers, and transformer are screened by landscaping from public view.

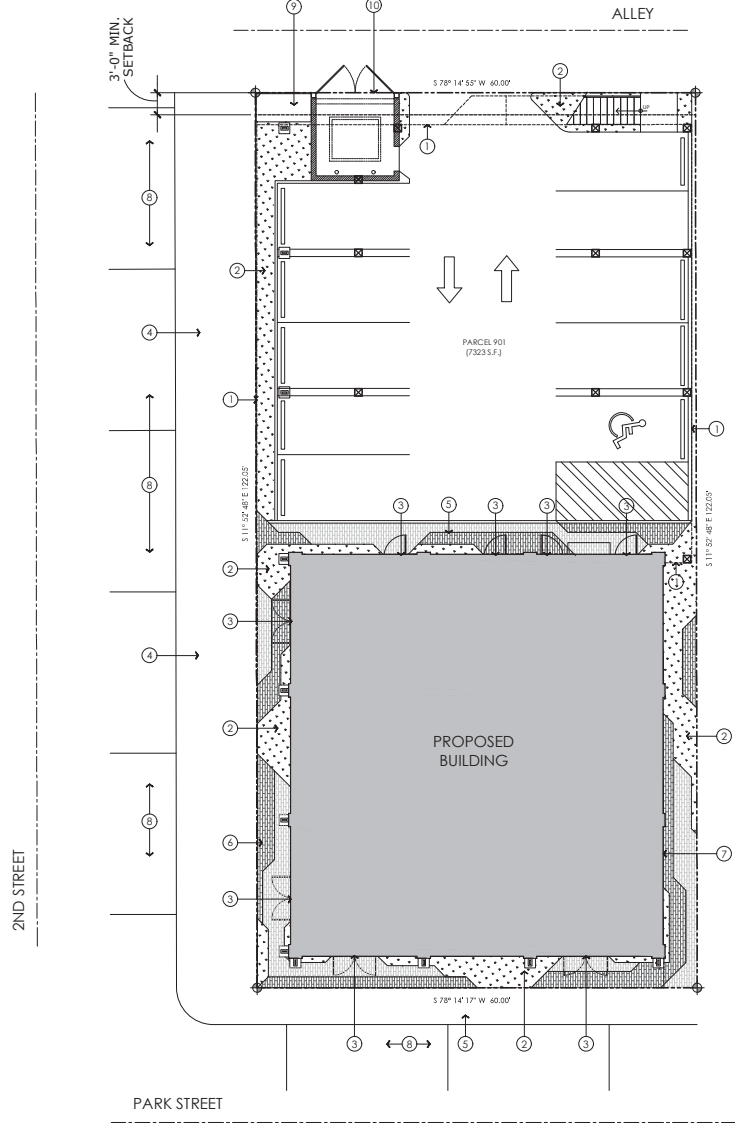
4. How does the lighting comply with the requirements of Title 3, Chapter 14?

Exterior light fixtures are placed at all exits on the ground floor to provide sufficient lighting and promote safety and security. All light fixtures will be in conformance with Title 3, Chapter 14 according to the guidelines on brightness, glare, types of lighting, heights, and lighting design.

Please contact our office with any questions you may have in reviewing the application materials.

Sincerely,

Jeff Hatch, AIA LEED AP
HATCH DESIGN ARCHITECTURE



SITE REFERENCE PLAN
SCALE: 1/8"=1'-0"

SITE RECAP	
TOTAL PROPERTY AREA:	0.168 ACRES (7323 SF)
LAND USE ZONE:	CBD
PROPOSED:	
COMPACT PARKING:	3 COMPACT SPACES
STANDARD PARKING:	6 STANDARD SPACES
ON STREET PARKING:	1 ADA SPACE 7 STANDARD SPACES
TOTAL PROPOSED PARKING:	16 SPACES & 1 ADA SPACE
BUILDING FOOTPRINT:	2758 SF
LOT COVERAGE:	2758/7323 = 38%
OPEN SPACE:	5239/7323 = 72%
SNOW STORAGE:	6266/7323 = 85%

KEYNOTES	
①	LINE INDICATES ROOF ABOVE.
②	PLANTING AREA.
③	EXTERIOR LIGHTING ABOVE EXIT.
④	NEW 11' SIDEWALK.
⑤	NEW 5' SIDEWALK.
⑥	OUTDOOR PATIO.
⑦	WALL MOUNTED BIKE PARKING.
⑧	PARALLEL STREET PARKING.
⑨	TRANSFORMER LOCATION.
⑩	TRASH ENCLOSURE.

GENERAL NOTES	
A.	ALL SNOW STORAGE TO BE STORED ON PATIOS AND ROOF WITH SNOW MELT SYSTEM.
B.	ALL ELECTRICAL, WATER AND SEWER SERVICES ARE PROVIDED FROM THE ALLEY.

HATCH ARCHITECTURE
ARCHITECTS
1000 10TH AVENUE, SUITE 1000
DENVER, CO 80202
TEL: (303) 733-4400
WWW.HATCHARCHITECTURE.COM

HATCH DESIGN
ARCHITECTS
1000 10TH AVENUE, SUITE 1000
DENVER, CO 80202
TEL: (303) 733-4400
WWW.HATCHARCHITECTURE.COM

PROJECT: 2020-001
DATE: 11/11/2020

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NEW COMMERCIAL DEVELOPMENT:
SIFFORD MIXED USE BUILDING
901 2ND STREET MCCALL, ID 83438

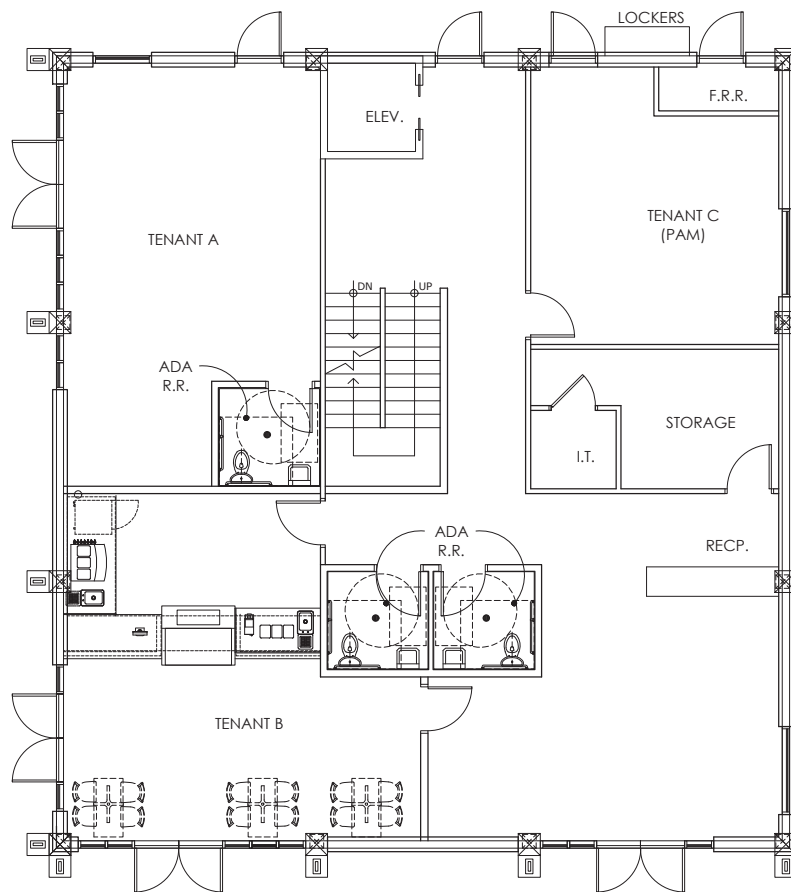
REVISION	DATE	DESCRIPTION	COMMENTS

DATE:	NOV 2020
DRAWN BY:	NSW, NZM
CHECKED BY:	JMH
JOB NUMBER:	201011

SHEET TITLE
SITE PLAN

SHEET NUMBER
A-1.0

SHEET TOTAL
1 - 8



GROUND FLOOR PLAN - RETAIL
SCALE: 1/4"=1'-0"

BUILDING AREA RECAP		
MAIN FLOOR	2712	SF
SECOND FLOOR	4327	SF
SECOND FLOOR PATIO	1216	SF
THIRD FLOOR	2656	SF
THIRD FLOOR PATIO	650	SF
FOURTH FLOOR	2656	SF
FOURTH FLOOR PATIO	650	SF
ROOFTOP DECK	3350	SF
TOTAL FLOOR SPACE	18217	SF

HATCH DESIGN ARCHITECTURE
1000 N. 10TH AVE. SUITE 200
DENVER, CO 80202
TEL: (303) 733-2000
FAX: (303) 733-2001
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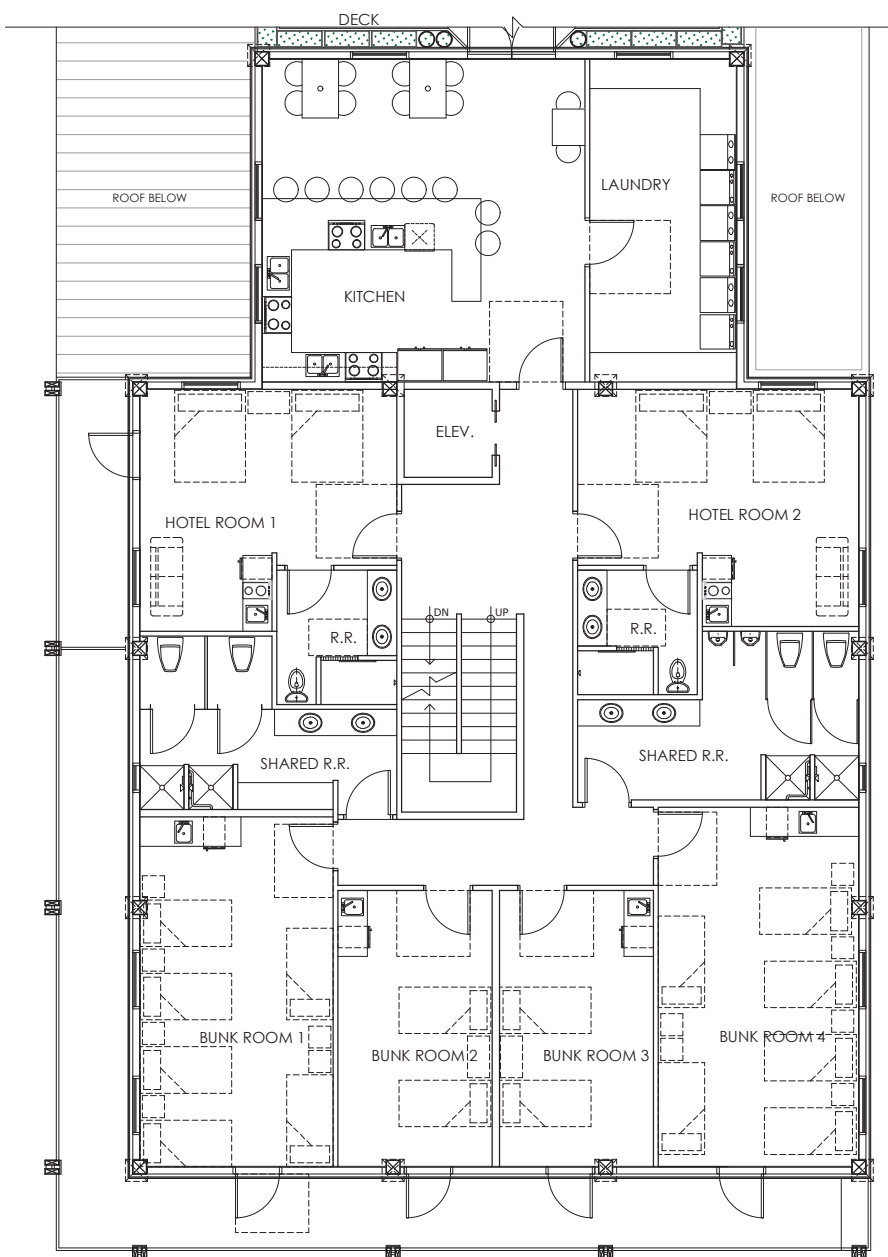
NEW COMMERCIAL DEVELOPMENT:
SIFFORD MIXED USE BUILDING
907 2ND STREET, MCCALL, ID 83438

DATE	DESCRIPTION	COMMENTS

DATE: NOV 2020
DRAWN BY: NSW, NJM
CHECKED BY: JKH
JOB NUMBER: 20101

GROUND FLOOR PLAN

A-2.1



SECOND FLOOR PLAN - HOSTEL
SCALE: 1/4"=1'-0"



BUILDING AREA RECAP	
MAIN FLOOR	2712 SF
SECOND FLOOR	4327 SF
SECOND FLOOR PATIO	1216 SF
THIRD FLOOR	2656 SF
THIRD FLOOR PATIO	650 SF
FOURTH FLOOR	2656 SF
FOURTH FLOOR PATIO	650 SF
ROOFTOP DECK	3350 SF
TOTAL FLOOR SPACE	18217 SF

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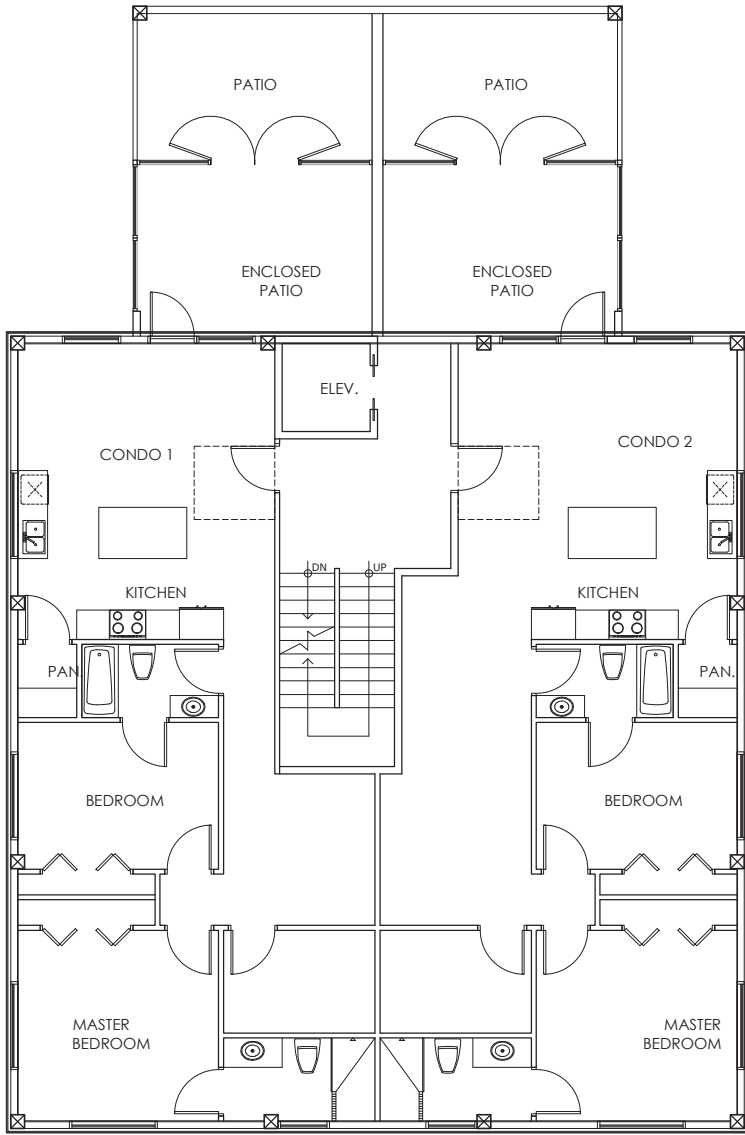
NEW COMMERCIAL DEVELOPMENT:
SIFFORD MIXED USE BUILDING
 907 2ND STREET, ACCALL, ID 83438

DATE	DESCRIPTION	COMMENTS

DATE: NOV 2020
 DRAWN BY: NSW, NJM
 CHECKED BY: JKH
 JOB NUMBER: 20101

SHEET TITLE
SECOND LEVEL FLOOR PLAN

SHEET NUMBER
A-2.2



THIRD FLOOR PLAN - CONDOS
SCALE: 1/4"=1'-0"



BUILDING AREA RECAP	
MAIN FLOOR	2712 SF
SECOND FLOOR	4327 SF
SECOND FLOOR PATIO	1216 SF
THIRD FLOOR	2656 SF
THIRD FLOOR PATIO	650 SF
FOURTH FLOOR	2656 SF
FOURTH FLOOR PATIO	650 SF
ROOFTOP DECK	3350 SF
TOTAL FLOOR SPACE	18217 SF

HATCH DESIGN ARCHITECTURE
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 FAX: (303) 475-3300
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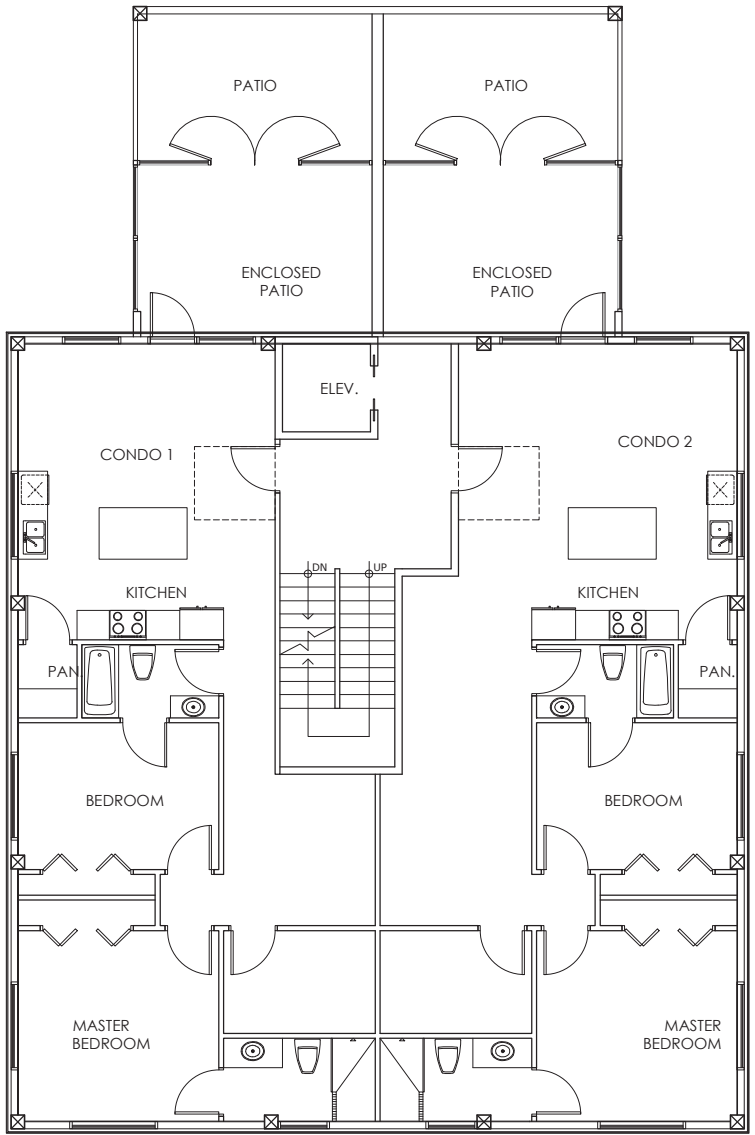
NEW COMMERCIAL DEVELOPMENT:
SIFFORD MIXED USE BUILDING
 907 2ND STREET, MC CALL, ID 83438

REVISION DATE	DESCRIPTION	COMMENTS

DATE: NOV 2020
 DRAWN BY: NSW, NJB
 CHECKED BY: JKH
 JOB NUMBER: 20101

SHEET TITLE
THIRD LEVEL FLOOR PLAN

SHEET NUMBER
A-2.3



FOURTH FLOOR PLAN - CONDOS
SCALE: 1/4"=1'-0"



BUILDING AREA RECAP	
MAIN FLOOR	2712 SF
SECOND FLOOR	4327 SF
SECOND FLOOR PATIO	1216 SF
THIRD FLOOR	2656 SF
THIRD FLOOR PATIO	650 SF
FOURTH FLOOR	2656 SF
FOURTH FLOOR PATIO	650 SF
ROOFTOP DECK	3350 SF
TOTAL FLOOR SPACE	18217 SF

HATCH DESIGN ARCHITECTURE
1000 W. 10TH AVE. SUITE 100
DENVER, CO 80202
TEL: (303) 475-3300
FAX: (303) 475-3300
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HATCH DESIGN ARCHITECTURE



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NEW COMMERCIAL DEVELOPMENT:
**SIFFORD
MIXED USE BUILDING**
907 2ND STREET, MCCALL, ID 83438

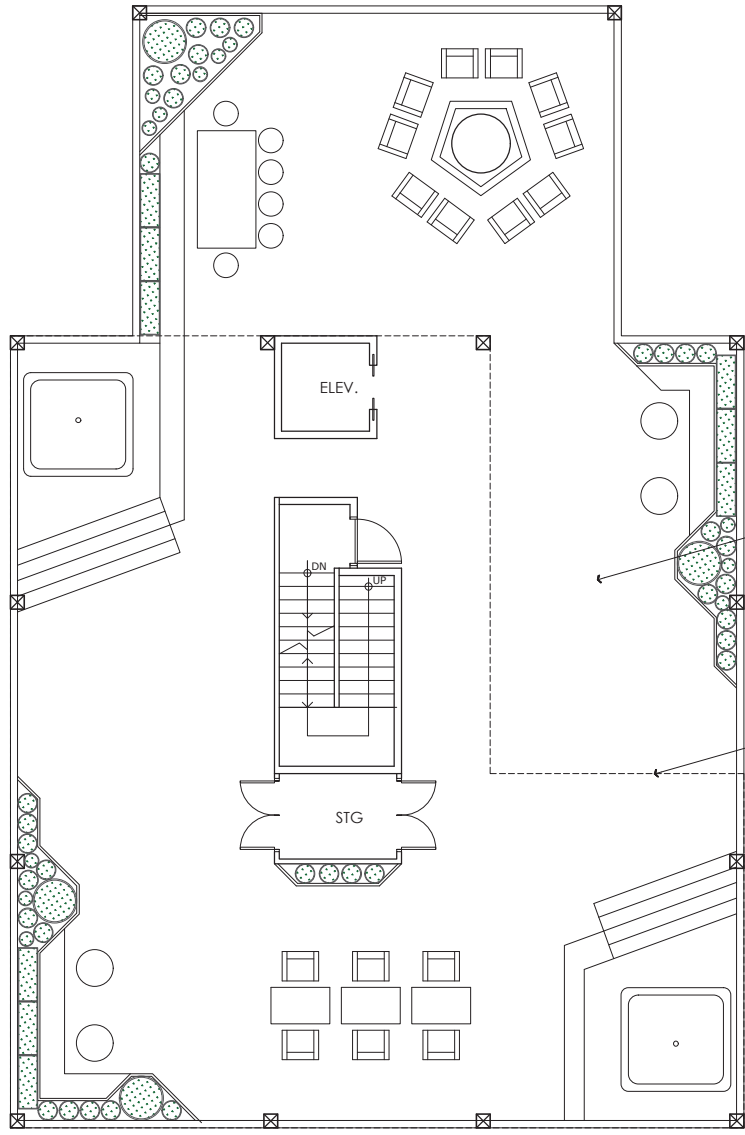
REVISION	DATE	DESCRIPTION	COMMENTS

DATE: NOV 2020
DRAWN BY: NSW, NDB
CHECKED BY: JPH
JOB NUMBER: 20101

SHEET TITLE
**FOURTH
LEVEL
FLOOR PLAN**

SHEET NUMBER
A-2.4

SHEET TOTALS
3 - 8



BUILDING AREA RECAP	
MAIN FLOOR	2712 SF
SECOND FLOOR	4327 SF
SECOND FLOOR PATIO	1216 SF
THIRD FLOOR	2656 SF
THIRD FLOOR PATIO	650 SF
FOURTH FLOOR	2656 SF
FOURTH FLOOR PATIO	650 SF
ROOFTOP DECK	3350 SF
TOTAL FLOOR SPACE	18217 SF

SNOW COLLECTION AREA

LINE INDICATES SOLAR SHADE STRUCTURE, ABOVE

FIFTH FLOOR PLAN - ROOF DECK
SCALE: 1/4"=1'-0"



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NEW COMMERCIAL DEVELOPMENT:
SIFFORD MIXED USE BUILDING
907 2ND STREET, MCCALL, ID 83438

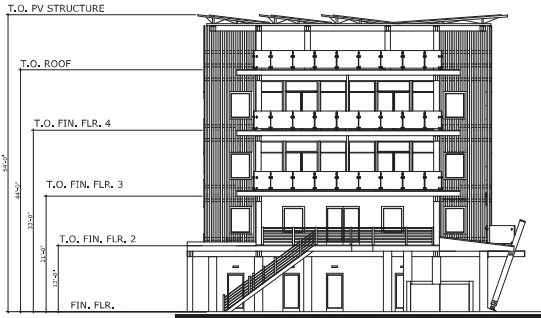
REVISION DATE	DESCRIPTION	COMMENTS

DATE: NOV 2020
DRAWN BY: NSW, NZB
CHECKED BY: JKH
JOB NUMBER: 20101

SHEET TITLE
FIFTH LEVEL ROOF PLAN

SHEET NUMBER
A-2.5

SHEET TOTAL
3 - 8



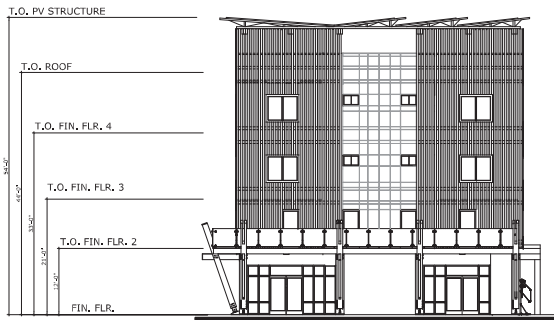
NORTH ELEVATION

SCALE: 3/32" = 1'-0"



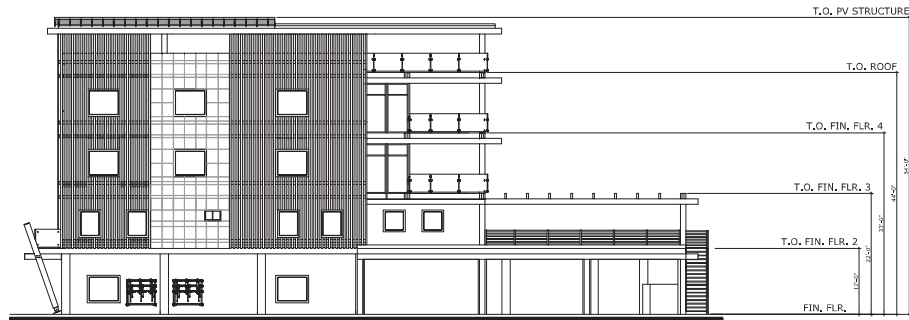
WEST ELEVATION

SCALE: 3/32" = 1'-0"



SOUTH ELEVATION

SCALE: 3/32" = 1'-0"



EAST ELEVATION

SCALE: 3/32" = 1'-0"

HATCH DESIGN ARCHITECTURE
 1000 S. GARDNER CITY, IDAHO 83704
 PH: (208) 475-2308
 FAX: (208) 475-2308
 HATCH DESIGN ARCHITECTURE



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NEW COMMERCIAL DEVELOPMENT:
SIFFORD SIFFORD BUILDING
 MIXED USE BUILDING
 901 2ND STREET, MCCALL, ID 83438

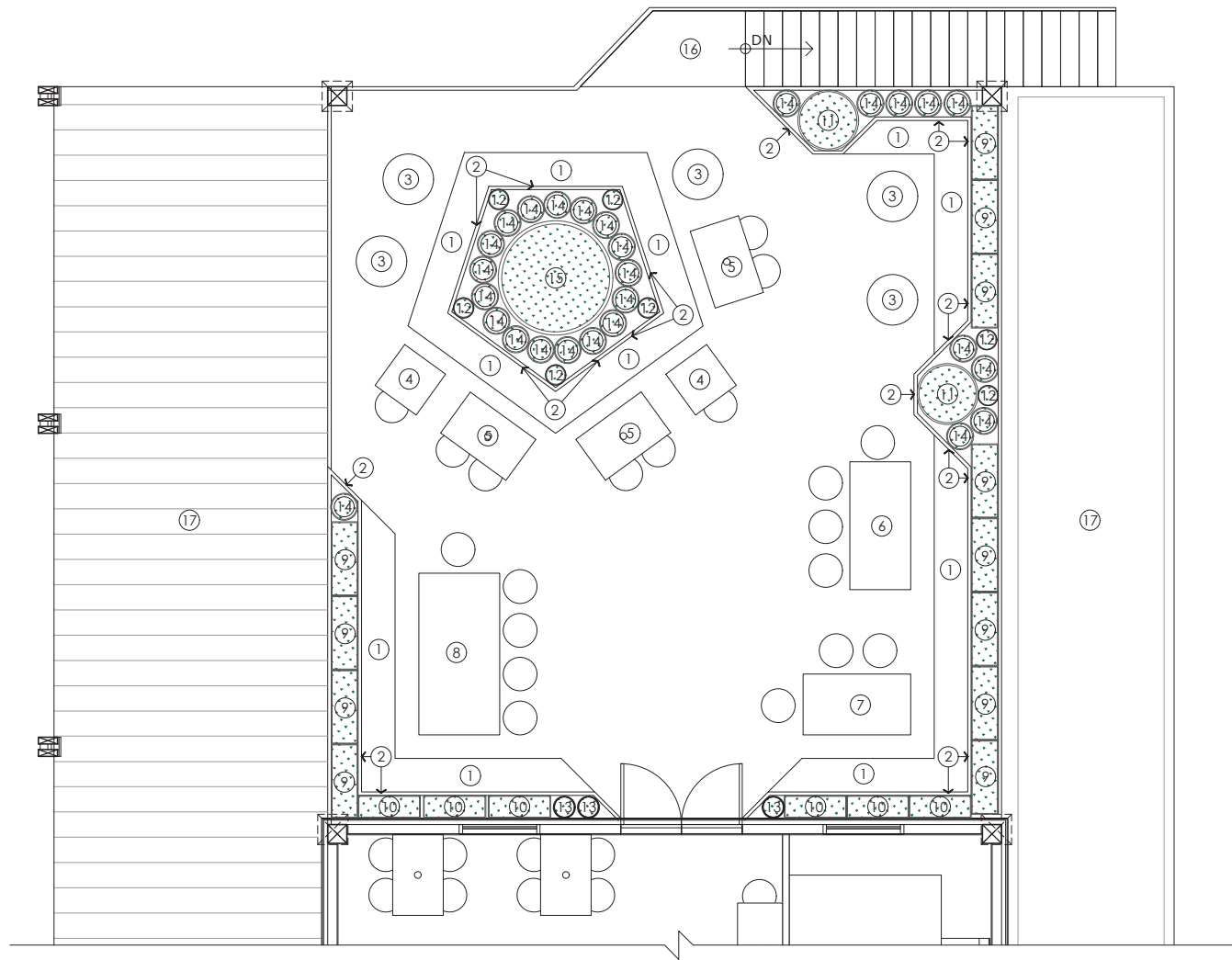
REVISION	DATE	DESCRIPTION / COMMENTS

DATE: NOV 2020
 DRAWN BY: NSW, NJM
 CHECKED BY: JKH
 JOB NUMBER: 20101

EXTERIOR ELEVATIONS

A-4.0

4 of 8



KEYNOTES	
①	BENCH
②	PLANTER BOX FRAME
③	15" R ROUND TABLE
④	30" x 30" TABLE
⑤	30" x 48" TABLE
⑥	36" x 76" TABLE
⑦	36" x 64" TABLE
⑧	48" x 96" TABLE
⑨	16" x 44" METAL PLANTER POT
⑩	14" x 37" METAL PLANTER POT
⑪	18" R ROUND METAL PLANTER POT/ORNAMENTAL TREES TO BE CHANGED INTO ELECTRIC HEAT LAMP IN WINTER
⑫	6" R ROUND METAL PLANTER POT
⑬	7" R ROUND METAL PLANTER POT
⑭	8" R ROUND METAL PLANTER POT
⑮	34" R ROUND METAL PLANTER POT/ORNAMENTAL TREE TO BE CHANGED INTO ELECTRIC HEAT FIREPLACE IN WINTER
⑯	METAL EGRESS STAIR
⑰	ROOF BELOW

SECOND FLOOR PLAN ELEVATED DECK LANDSCAPE PLAN

SCALE: 3/8"=1'-0"



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NEW COMMERCIAL DEVELOPMENT:
SIFFORD MIXED USE BUILDING
 907 2ND STREET, MCCALL, ID 83438

REVISION DATE	DESCRIPTION	COMMENTS

DATE: NOV 2020
 DRAWN BY: NSW, NJM
 CHECKED BY: JHM
 JOB NUMBER: 201011

PATIO LANDSCAPE PLAN

SHEET NUMBER:
L-2.0
 SHEET 1 - 8

SIFFORD MIXED-USE BUILDING

SITE PHOTOS



Photo of site looking North



Photo of site looking West



Photo of site looking Southeast



Arial photo looking West



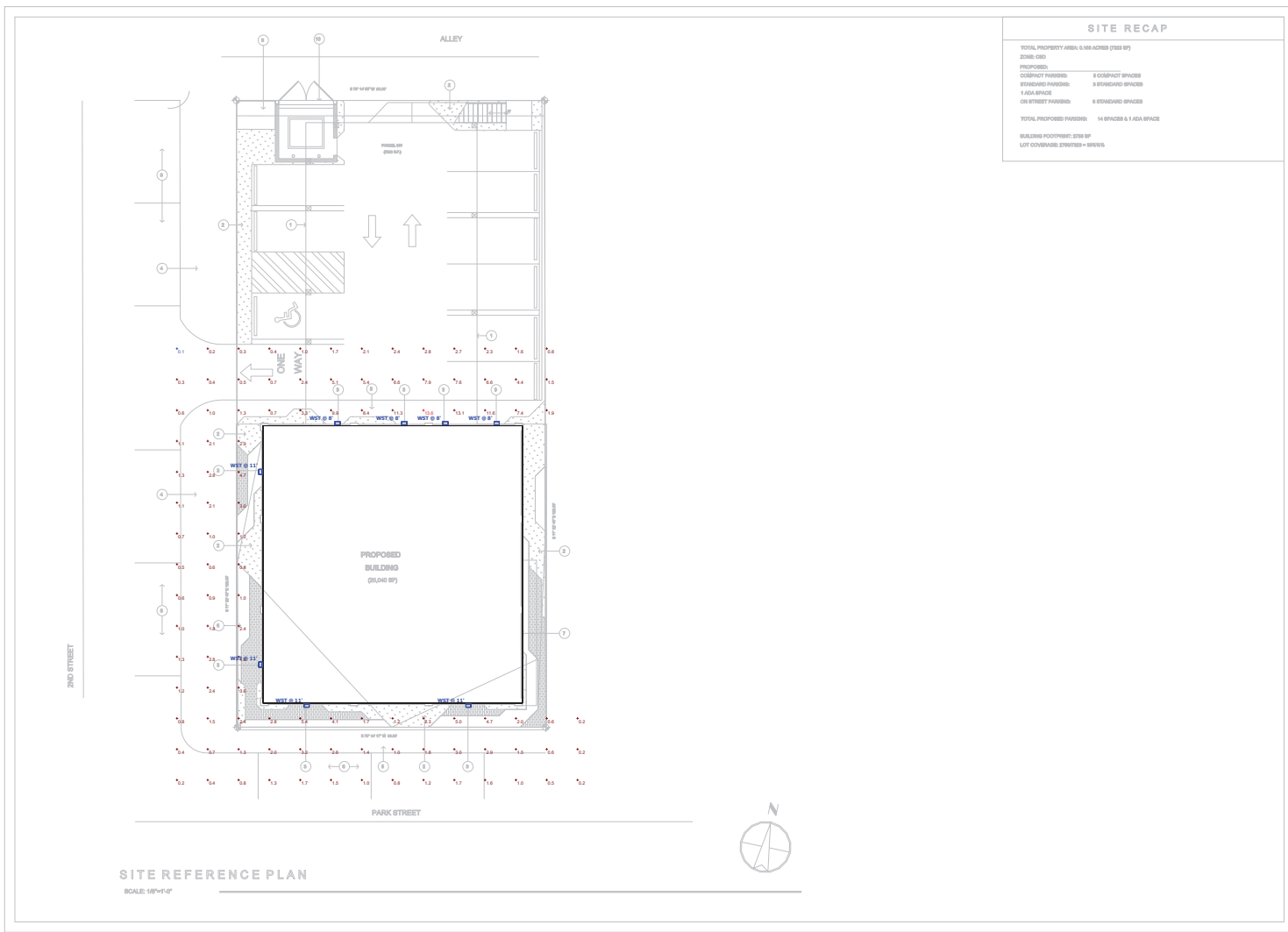


Exterior Lighting Plan

Symbol	Label	Image	QTY	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens per Lamp	Lumen Multiplier	LLF	Wattage	Efficiency	Notes
	WST		8	Lithonia Lighting	WST LED P1 30K VF MVOLT	WST LED, Performance package 1, 3000 K, visual comfort forward throw, MVOLT	LED	1	WST_LED_PL_30K_VF_MVOLT.lis	1525	1	1	12	100%	

Luminaire Locations												
Location												Aim
No.	Label	X	Y	Z	HM	Orientation	Tilt	X	Y	Z		
1	WST	300.50	187.50	8.00	8.00	0.00	0.00	300.50	187.50	0.00		
2	WST	287.50	187.50	8.00	8.00	0.00	0.00	287.50	187.50	0.00		
3	WST	229.50	187.50	8.00	8.00	0.00	0.00	229.50	187.50	0.00		
4	WST	289.50	167.50	8.00	8.00	0.00	0.00	289.50	167.50	0.00		
5	WST	313.50	177.00	11.00	11.00	270.00	0.00	313.50	177.00	0.00		
6	WST	315.50	214.50	11.00	11.00	270.00	0.00	315.50	214.50	0.00		
7	WST	306.50	222.50	11.00	11.00	180.00	0.00	306.50	222.50	0.00		
8	WST	275.50	222.50	11.00	11.00	180.00	0.00	275.50	222.50	0.00		

Statistics							
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	
Calc Zone #1	+	2.5 fc	13.6 fc	0.1 fc	136.0:1	25.0:1	



A-1.0 Cover

Scale Factor : 96

Plan View
Scale - 1" = 10'

Designer
Date: 10/20/2020
Scale: Not to Scale
Drawing No.
Summary



WST LED

Architectural Wall Sconce



Catalog
Number

Notes

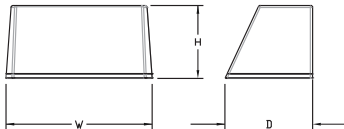
Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

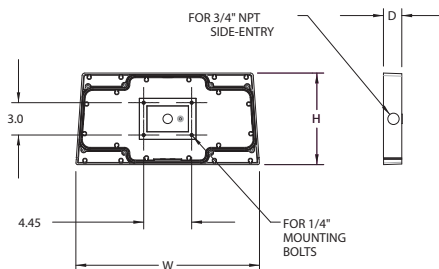
Luminaire

- Height:** 8-1/2"
(21.59 cm)
- Width:** 17"
(43.18 cm)
- Depth:** 10-3/16"
(25.9 cm)
- Weight:** 20 lbs
(9.1 kg)



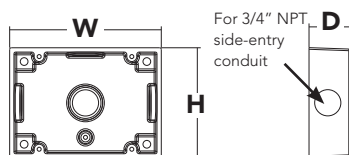
Optional Back Box (PBBW)

- Height:** 8.49"
(21.56 cm)
- Width:** 17.01"
(43.21 cm)
- Depth:** 1.70"
(4.32 cm)



Optional Back Box (BBW)

- Height:** 4"
(10.2 cm)
- Width:** 5-1/2"
(14.0 cm)
- Depth:** 1-1/2"
(3.8 cm)



A+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system-level interoperability.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is A+ Certified when ordered with DTL® controls marked by a shaded background. DTL DLL equipped luminaires meet the A+ specification for luminaire to photocontrol interoperability¹
- This luminaire is part of an A+ Certified solution for ROAM® or XPoint™ Wireless control networks, providing out-of-the-box control compatibility with simple commissioning, when ordered with drivers and control options marked by a shaded background¹

To learn more about A+, visit www.acuitybrands.com/aplus.

See ordering tree for details.

A+ Certified Solutions for ROAM require the order of one ROAM node per luminaire. Sold Separately: [Link to Roam](#); [Link to DTL DLL](#)

Rachel Santiago-Govier

From: Jean Odmark [REDACTED]
Sent: Thursday, January 21, 2021 2:49 PM
To: Morgan Bessaw
Cc: Shane Newton; julie@mccallcabins.com; Dennis DeLaet; Debbie. Aaron Billingsley; Amy Rush; Mccall Library; Umpqua bank. Mccall
Subject: Fwd: proposed CUP-20-03, DR20-46

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

Dear Morgan.

This letter from Shane reflects what I have already expressed in person to the owner

4, two bedroom apartments equals potential 8 overnight parking spaces plus overnight parking spaces for the hostel component plus the commercial use on ground floor taking
Up yet more street parking.

This plan is needed on a larger lot that can provide a minimum of 12 overnight parking spaces plus 4 or 5 spaces for the hostel, daytime visitors, commercial use and snow removal

If the city isn't providing a designated restricted parking area for such a project as this, the residents and users will have no option but to overflow into privately owned adjacent parking spaces that are already maxed out with day and overnight use.

I am out of state. Do I need to send a separate letter to you reflecting my adamant NO to this project at this location??????

Please let me know. I received your information yesterday via slow forwarded mail.

My 4 tenants will be adversely affected should anyone living or visiting this residential/commercial building use their Park Street parking lot

Thanks for your consideration.

Respectfully

Jean Odmark

Begin forwarded message:

From: Jean Odmark [REDACTED]
Date: January 20, 2021 at 10:59:15 AM PST
To: shane newton [REDACTED]
Subject: Re: proposed CUP-20-03, DR20-46

EXCELLENT letter. I'll send to Morgan as a double YES and remind her I have had no notice of this being before either city council or P Z

Jean Odmark

From: [shane newton](#)
To: [Morgan Bessaw](#)
Subject: proposed CUP-20-03, DR20-46
Date: Wednesday, January 20, 2021 9:58:33 AM

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

Morgan,

Please consider this correspondence as a NO vote in adamant opposition to this proposed CUP project being considered by the City Council on February 2nd.

Please consider the negative impact on the surrounding businesses in this corridor by granting approval of a conditional use for this project. There is not enough parking in this area for the folks who already maintain businesses or residences here in the downtown corridor. If this project were to go through as proposed, the influx of parking needs would be overwhelming to the surrounding businesses, especially for the limited number of spaces proposed on site at this particular project.

In addition, where would they put their snow? There is not enough proposed space to accommodate snow removal from the looks of things.

We all know what would happen....the private businesses and residences adjacent to this project would incur the brunt of parking needs that were not appropriately planned for by this project. We, as private property owners, would then have to constantly fight parking concerns on our private properties and the burden would fall on the property owners to enforce and monitor a situation that should have never been allowed in the first place.

Make no mistake, I am all for progression of business and development of McCall in a prudent and reasonable manner. However, to compromise the quality of the downtown corridor by placing a structure that overwhelms its neighbors in an overly burdensome nature, is simply not appropriate and should not be allowed by the City of McCall.

Thank you Morgan,

Dr. Shane Newton

Rachel Santiago-Govier

From: Jeffery Hatch <jeff@hatchda.com>
Sent: Monday, December 7, 2020 7:22 AM
To: Morgan Bessaw
Cc: Billbstallion@yahoo.com
Subject: Fw: Building Proposal 901 2nd Street

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

Good morning Morgan,

Below is some e-mail correspondence from one of the downtown neighbors of the Sifford project for your staff report.

Sincerely,
Jeff

Jeff Hatch, AIA LEED AP
Hatch Design Architecture
200 w. 36th Street
Boise, ID 83714
O: [208-475-3204](tel:208-475-3204) F: [208-475-3205](tel:208-475-3205)
C: [208-412-9250](tel:208-412-9250)
E: Jeff@HatchDA.com

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From: mccallpet <mccall [REDACTED]>
To: [REDACTED]
Cc: Jeffery Hatch <jeff@hatchda.com>
Subject: Building Proposal 901 2nd Street

Dear McCall P&Z:

I support and trust Bill Sifford's stated plan for an energy efficient multi use space on the corner of 2nd and Park. While Bill has a great appreciation of McCall's history, he also has a good sense of what this city will need going forward. Bill is a civic minded businessperson and an asset to our community.

Thank you.

John Corcoran
McCall Pet Outfitters
200 Lenora St.
McCall, ID 83638
ph: 208.634.3440
fax: 208.634.3445

As to the proposal of the hostel / condo /
Retail project at Park^{er} 2nd —
Some great concepts but TOO HIGH! NO!
We have limits for fire protection, as well
as, conceptual. Parking would also be an
issue.

Dynn

**McCall Area Planning and Zoning Commission
Staff Report**

**PUD-05-01 Whitetail
Fifth Amendment to the Development Agreement
*Whitetail Development***

February 2, 2021

Applicant: Shore Lodge Whitetail
Agent: Amy Pemberton of Millemann, Pemberton, and Holmes LLP
Application: Development Agreement Amendment
Zoning: Existing Whitetail Planned Unit Development

Description

An application to amend the existing Whitetail Development Agreement to relocate an existing gate (the “mid mountain gate”) within the Whitetail community to the perimeter of the development at the intersection of Club Hill Blvd. and Migratory Way. The total number of gates will remain the same.

The original Whitetail Development Agreement was signed in 2005. Article IX of that agreement stated that Whitetail is entitled to maintain gates in the Whitetail PUD at five locations. However, the Development Agreement goes on to state that no gate is permitted at the intersection of Club Hill Blvd. and Migratory Way. The provisions regarding gates have not been amended in any of the later amendments to the Development Agreement.

In 2016 as traffic began to increase in Whitetail, an entry kiosk with a stop/go light and appropriate signage was installed by the Whitetail Property Owners Association at the Migratory Ridge Road entrance to Whitetail, which connects to Club Hill Blvd. in King’s Pines Estates.

In the last couple of years, there are more homeowners living on Migratory Ridge Road and Lichen Lane, which streets are located above the existing mid mountain gate. These owners are located outside the gates of their own community, which is confusing to homeowners, visitors, and emergency services.

Due to these factors, Whitetail is proposing to relocate the approved mid-mountain gate from Osprey View Drive to the Migratory Ridge entrance where the existing entry kiosk is. Whitetail believes the gate is a benefit to both communities because it will reduce traffic on Club Hill Blvd. and would be safer for emergency services access because it is in a flatter location and at the perimeter of the subdivision instead of located in the interior.

Whitetail held a neighborhood meeting with King’s Pines residents in the Fall of 2020 to discuss the proposed relocation of the gate. Based on the discussion, the Whitetail POA agreed to incorporate several new ideas into the proposed Fifth Amendment to the Development Agreement as follows:

1. Section 3.2 provides that modifications to the intersection to improve safety will be constructed by Whitetail not later than November 1, 2022.
2. Alternate routes will be used for large truck traffic.

3. Sweeping of the Club Hill Boulevard intersection with Migratory Ridge by the Whitetail Property Owner's Association.
4. Emergency access through Whitetail for King's Pines I residents.
5. Access on specified Whitetail PUD street for existing owners in King's Pines Estates I subdivision.

Code Narrative

The original development agreement was signed in 2005 when the City Code allowed for gated communities. In 2006 the code was changed to prohibit gated communities, making all existing gates nonconforming. Per code, when a nonconforming structure is moved for any reason over any distance, it shall conform to the current code.

3.11.05: NONCONFORMING STRUCTURE:

(A) A structure that is nonconforming by reason of restrictions on area, lot coverage, height, yards, location on the lot, or other requirements concerning the structure, such non-conformities may be continued so long as the structure remains otherwise lawful, subject to the following provisions:

3. *When a nonconforming structure is moved for any reason over any distance, it shall conform to the regulations for the zone to which it is moved.*

9.6.02: IMPROVEMENT REQUIREMENTS:

(S) Perimeter Walls, Gates And Berms: The city of McCall shall not approve any residential subdivision application that includes any type of perimeter wall or gate that restricts pedestrian or native animal or *vehicular access to the subdivision, when traveling on approved rights of way.*

Comments

Agency –

McCall Fire

In an email dated December 31, 2020, McCall Fire stated that if the gate is relocated, a SOS siren activation module on the gate will be required similar to the other gates in the development.

Central District Health (CDH)

In a review letter dated January 6, 2021, CDH stated they had no objections to the application.

Payette Lakes Recreational Water and Sewer District (PKRWSD)

This application was distributed to the PLRWSD more than thirty (30) days prior to the February 2, 2021 McCall Area Planning and Zoning Commission meeting. In an email dated January 11, 2021, the sewer district stated they had no comments on the application.

Public –

1. In an email dated January 20, 2021, Stephen Cole, resident and HOA board member for King's Pines Estates, stated that he supported the amendment contingent upon the adoption of all articles proposed to be amended to address current structural safety concerns of the intersection of Club Hill Blvd. and Migratory Way.

2. In an email dated January 21, 2021, Vern and Anita Brewer of King's Pines stated that while they are generally not in favor of gates, with the conditions and provisions stated in the Whitetail POA and King's Pines 1 HOA Agreement, they supported the application.
3. In an email dated January 21, 2021, Jim And Sherri Campbell, Whitetail residents, stated they were in support of the gate.
4. In an email dated January 21, 2021, Greg and Julie Surabian, Whitetail residents, stated their support of the application.
5. In an email dated January 22, 2021, Rob and Janelle Swikert, Whitetail residents, stated their support of the application.
6. In a letter dated January 22, 2021, the King's Pines Estates I Homeowner's Association stated their support for the application based on neighborhood discussions that led to the agreement to: reroute construction truck traffic entering Whitetail to entrances other than Club Hill Blvd., address safety issues at the intersection of Club Hill and Migratory Way, provide emergency access through Whitetail for Kings Pines 1 owners, and provide walking access to Phase 2 of the Whitetail Development.
7. In an email dated January 25, 2021, Joe and Jolene Wheeler, Whitetail residents, stated their support of the application.

Next Steps

Make a recommendation to the McCall City Council either recommending approval or recommending denial of the request to amend the existing Whitetail Development Agreement.

Application for:

Amendment to Whitetail PUD Development Agreement

Shore Lodge Whitetail LLC

Prepared for:

City of McCall
McCall, Idaho 83638
December 22, 2020

Shore Lodge Whitetail LLC

Application for *Amendment to Whitetail PUD Development Agreement*

Table of Contents

1. Land Use Application

2. Application Narrative

Exhibit 1: Sketch of the property.

Exhibit 2(a):

Proposed Fifth Amendment to Development Agreement for Whitetail PUD (the "**Fifth Amendment**")

Exhibit 2(a):

Exhibit A to the Fifth Amendment – Agreement between Whitetail POA and King's Pines I HOA ("**HOA Agreement**")

Exhibit 3: 2005 Development Agreement, recorded as Instrument No. 404971 (the "**2005 Agreement**").

Exhibit 4*: First Amendment to Development Agreement, recorded August 25, 2006 as Instrument No. 312604 (the "**First Amendment**").

Exhibit 5*: Second Amendment to Development Agreement, recorded May 31, 2012 as Instrument No. 369651 (the "**Second Amendment**").

Exhibit 6*: Third Amendment to Development Agreement, recorded September 5, 2017 as Instrument No. 408478, with amendment to construction timeline recorded March 7, 2019 as Instrument 419568 (collectively the "**Third Amendment**").

Exhibit 7*: Fourth Amendment to Development Agreement, recorded August 1, 2018 as Instrument No. 415131 (the "**Fourth Amendment**").

*No amendments are being proposed to Exhibits 4 through 7, but they are attached so that the original Development Agreement with all amendments are included as part of this application.

City of McCall
216 East Park Street
McCall, Idaho 83638
P.208.634.7142

LAND USE APPLICATION



Date Received: _____

Fees Paid: _____

NOTICE OF ADDITIONAL FEES

Land use applications may be subject to engineering and legal review for purpose of addressing compliance and conformance issues. The City of McCall reserves the right to contract these services to private firms. The costs of these reviews are passed on to the applicant. These fees are separate, and in addition to, the City's application and permit fees. Completion of this application signifies consent to these fees.

Please check all that apply:

- # _____ Record of Survey (ROS) - \$420
- # _____ Design Review (DR) - \$300 + \$25/1,000 sq. ft. of new construction (rounded to the nearest 1,000)
- # _____ Scenic Route (SR) - \$300
- # _____ Shoreline or River Environs (SH) - \$300
- # _____ Conditional Use Permit (CUP) - \$600
- # _____ Administrative Approval (AA) - \$50
- # _____ Planned Unit Development (PUD) General Plan - \$2,000 + \$75/lot or unit
- # _____ Planned Unit Development (PUD) Final Plan - \$500 + \$75/lot or unit
- # _____ Subdivision (SUB) Preliminary Plat - \$2,500 + \$75/lot or unit
- # _____ Subdivision (SUB) Final Plat - \$1000 + \$75/lot or unit
- # _____ Minor Plat Amendment - \$1,000
- # _____ Variance (VAR) - \$1,000
- # _____ Rezone (ZON) - \$1,500
- # _____ Zoning Code Amendment (CA) - \$750/title
- # _____ Annexation - \$3,000
- # _____ Vacation (VAC) - \$750
- # \$500 Amendment to Development Agreement

Incomplete applications cannot be accepted by the City. Unless otherwise exempted by the Administrator, all Application Requirements must be provided at the time of submission. Please refer to specific application info sheets for more details.

PROPERTY OWNER INFORMATION

Property Owner 1: Shore Lodge Whitetail LLC Email: _____
Mailing Address: _____ Phone: _____
Property Owner 2 (If Applicable): _____ Email: _____
Mailing Address: _____ Phone: _____

AGENT/AUTHORIZED REPRESENTATIVE INFORMATION

Applicant/Representative: Amy Pemberton Email: amy@mpmplaw.com
Mailing Address: PO Box 1066, McCall, ID 83638 Phone: 208-634-7641

PROPERTY INFORMATION

Address(es) of Property: Whitetail PUD
Legal Description of Property: Whitetail Planned Unit Development, as Plats for the same are recorded with the Valley County, Idaho Recorder
Zoning District of Property: RR, but Single Family Residential in Whitetail PUD Project Sq. Footage (If Applicable): N/A
Impact Area City Limits Residential Commercial

LAND USE APPLICATION CONTINUED

Payette Lakes Water and Sewer District or Septic System or not applicable

PROJECT DESCRIPTION

Explain the general nature of what is proposed: *(please attach supplemental information if needed)*

Amendment to Development Agreement to relocate an existing gate in Whitetail PUD. The number of gates approved in Whitetail PUD is not being changed. See the attached Narrative for a full description.

SIGNATURES

The Applicant hereby agrees to pay reasonable attorney fees, including attorney fees on appeal and expenses of the City of McCall, in the event of a dispute concerning the interpretation or enforcement of the Land Use Application in which the City of McCall is the prevailing party.

I certify that I have reviewed and understand the procedures and requirements of the McCall City Code. I give permission for City staff and/or Planning & Zoning Commission members to view and enter the subject property in order to fully review this application. I understand that failure to provide complete and accurate information may result in denial of this application.

Daniel R. Scott, Executive VP of Alscott, Inc., which is the Manager of Shore Lodge Whitetail LLC

Property Owner 1

Property Owner 2 (If Applicable)

Signature

Agent/Authorized Representative

Signature

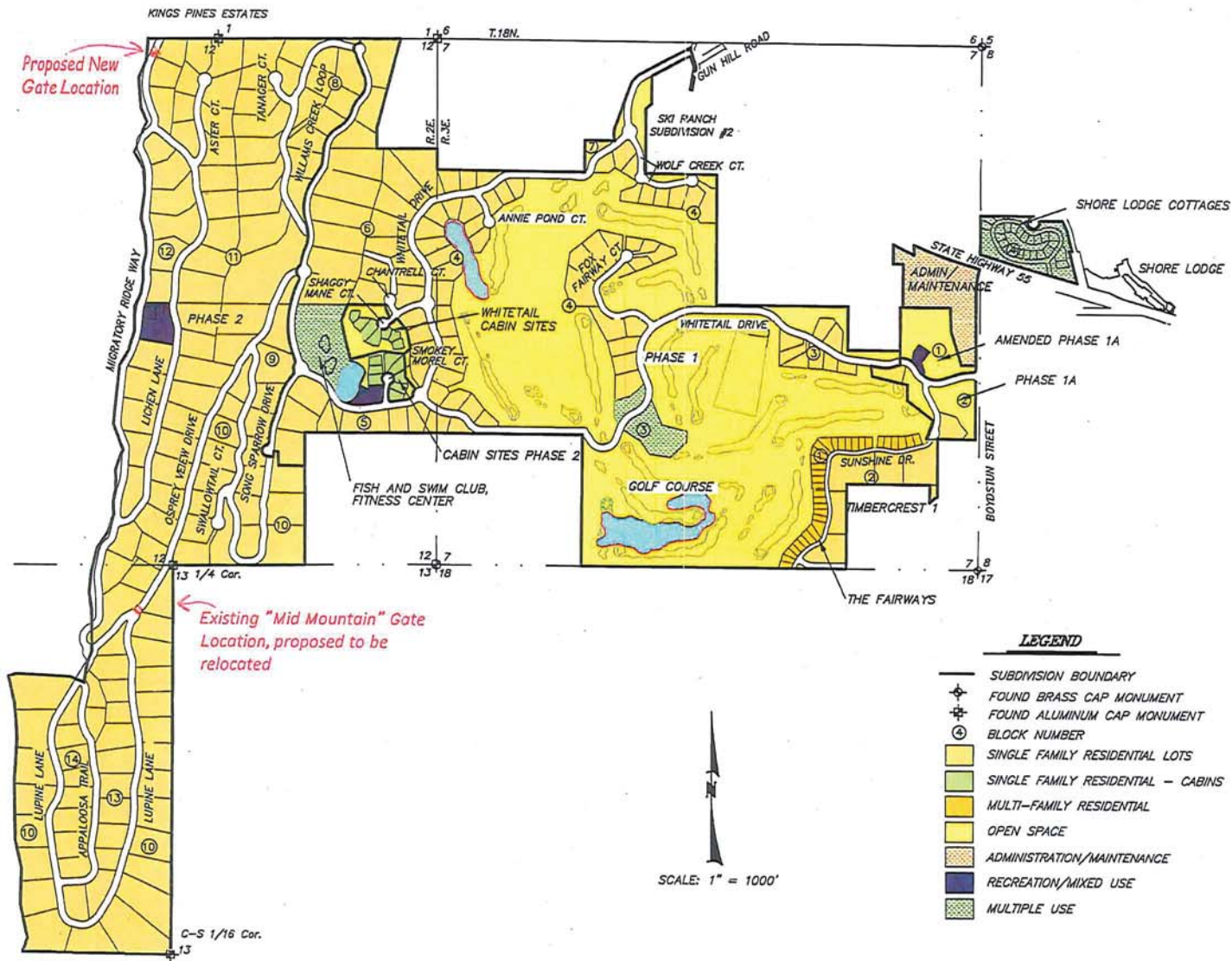
FOR RECORD OF SURVEY APPLICATIONS ONLY: STATEMENT OF EASEMENT DISCLOSURE

Surveyor

Signature

I hereby certify that I have performed a thorough search for all relevant easements that relate to the subject property and have indicated or referenced these by their instrument number on the provided survey.

EXHIBIT 1



LEGEND

- SUBDIVISION BOUNDARY
- ⊕ FOUND BRASS CAP MONUMENT
- ⊕ FOUND ALUMINUM CAP MONUMENT
- ④ BLOCK NUMBER
- SINGLE FAMILY RESIDENTIAL LOTS
- SINGLE FAMILY RESIDENTIAL - CABINS
- MULTI-FAMILY RESIDENTIAL
- OPEN SPACE
- ADMINISTRATION/MAINTENANCE
- RECREATION/MIXED USE
- MULTIPLE USE

SCALE: 1" = 1000'

	DATE	BY	REVISION	DATE	BY	REVISION	DATE	BY	REVISION
<p>WHITETAIL PLANNED UNIT DEVELOPMENT LAND USE PLAN NOVEMBER, 2017</p>									
<p>SECESH ENGINEERING INC. 335 DERNHARD LANE, SUITE 1 McCALL, IDAHO 83636 808-684-6336 - FAX 808-684-9322</p>									
<p>SHEET 1 OF 1</p>									

APPLICATION NARRATIVE

APPLICATION FOR AMENDMENT TO WHITETAIL PUD DEVELOPMENT AGREEMENT

Shore Lodge Whitetail LLC is proposing an amendment to its current Development Agreement to relocate an existing gate within the PUD (the “mid mountain gate”) to the Club Hill Blvd entrance.

A. History of the Development Agreement and Gates, the Current Status, and Proposed Relocation

Following is a general history of the Development Agreement as it relates to gates, a summary of the current status of gates, the applicant’s proposed amendment to the Development Agreement, and the applicant’s work with the King’s Pines I HOA to incorporate their thoughts into the proposed amendment to the Development Agreement.

1. History of the Development Agreement and Gates

- a. The original Development Agreement was signed in August of 2005, a copy of which is attached at **Exhibit 3 (“2005 Development Agreement”)**. Article IX of that 2005 Development Agreement stated that Whitetail is entitled to maintain gates in Whitetail PUD at five different locations. The provisions regarding gates have not been amended in any of the later amendments to the Development Agreement.
- b. The gate at issue is the gate installed at the intersection of Lupine Lane and Osprey View Drive, as depicted at **Exhibit 1 (“the mid mountain gate”)**.
- c. In early 2016, as traffic began to increase in Whitetail and unauthorized vehicles, trespassing, and some theft and vandalism began to occur, an entry kiosk with a stop/go light (“**entry kiosk**”) and appropriate signage was installed by the Whitetail Property Owners Association (“Whitetail POA”) at the Migratory Ridge Road entrance to Whitetail. The Migratory Ridge Road entrance connects to Club Hill Blvd in King’s Pines.
 - i. At the entry kiosk, people are asked to enter their code into the keypad, and a green light lights up to authorize them to pass. Alternatively, what happens most of the time with members, is the fob in their car triggers the green light. If a person does not have a fob or the correct code, and just drives through, a red light shows.
 - ii. Prior to the installation of the entry kiosk, approximately 84% of the access was from non-FOB’ed vehicles which correlates to a high percentage of unauthorized vehicles.
 - iii. For the first two to three years after the entry kiosk was installed, the ratio changed to about 85% access from approved vehicles and just 15% from non-approved vehicles.

2. The Current Status

- a. The entry kiosk system is no longer effective at reducing unauthorized vehicles. Trespassers have learned they can run the red with few repercussions. In 2020, access has reverted back to less than 15% of vehicles being approved, with the other 85% entering on the red light.
- b. In the last couple of years there are more homeowners living on Migratory Ridge Road and Lichen Lane, which streets are located above the existing mid mountain gate. These owners are located outside the gates of their own community. The mid-mountain gate doesn't make sense to homeowners, and it is confusing to visitors and to emergency services providers.
- c. Trespassers drive all the way down to the mid-mountain and are required to turn around if the gate is closed. The gate is often not closed now, since the owners with property above the gate do not like it. But when vandalism and trespassing become more prevalent, the gate is closed more often.

3. Whitetail Proposal

- a. Relocate the approved mid-mountain gate from Osprey View Drive to the Migratory Ridge entrance where the existing entry kiosk is.
- b. The red/green light would be removed and a gate across the road would be installed.
- c. Whitetail believes the gate would be a benefit for both Whitetail and King's Pines I Subdivision, because it will reduce traffic on Club Hill Blvd. Whitetail estimates unauthorized vehicles at 5 to 10 per day in the spring and fall, and over 50 per day in the summer. These trespassers will quickly learn they can't access Whitetail from that entrance anymore and will stop using Club Hill Blvd.
- d. Placement of a gate at the Migratory Ridge entrance would be safer from an emergency access perspective as well. It is in a flatter location with better visibility. Also, the existing gate is confusing to emergency services providers because it is in the middle of the subdivision instead of at the perimeter.

4. Whitetail Meeting with King's Pines I HOA

- a. The Whitetail POA met with the King's Pines I HOA to discuss the proposed relocation of the gate. An invitation to the meeting was sent to all Kings Pines I property owners by both USPS mail and by email. Kings Pines was quite supportive of the move.
- b. Based on that discussion, the Whitetail POA agreed to incorporate several new ideas into the proposed Fifth Amendment to the Development Agreement, a copy of which is attached at **Exhibit 2(a) ("Fifth Amendment")**. A separate Agreement between the Whitetail POA and the Kings Pines I HOA, a copy of which is attached at **Exhibit 2(b) ("HOA Agreement")**, will also be entered into.

The HOA Agreement will be attached as Exhibit A to the Fifth Amendment. A summary of terms improving safety and impacts to Kings Pines I is as follows:

i. Additional Terms in the Fifth Amendment:

1. Club Hill Blvd is a county road. Whitetail has spoken with the County Road Department about proposed modifications to the intersection of Club Hill Blvd and Migratory Ridge, to improve the safety of this intersection. The cost of such modifications will be paid for by Whitetail. The County has been very supportive of this proposal. The proposed 5th Amendment to the Development Agreement, at Section 3.2, provides that the modifications will be constructed by Whitetail as agreed between Whitetail and the Valley County Roads Department not later than **November 1, 2022**.

ii. Additional Terms in the HOA Agreement (referenced at Section 4.1 of the 5th Amendment to the Development Agreement, and detailed in the HOA Agreement):

1. Alternate routes, other than via Club Hill Boulevard to Migratory Ridge, will be used for large trucks.
2. Sweeping of the Club Hill Boulevard intersection with Migratory Ridge by the Whitetail Property Owner's Association.
3. Emergency access through Whitetail for King's Pines in the event of wildfire or other natural disaster.
4. Access on specified Whitetail PUD streets for existing owners in King's Pines Estates I subdivision.

B. Specific Amendments Proposed to the Development Agreement

The current Development Agreement between the applicant and the City of McCall is dated August 3, 2005, recorded as Instrument No. 298488 (the "**2005 Development Agreement**"), amended by a First Amendment to Development Agreement dated August 23, 2006, recorded as Instrument No. 312604, amended by a Second Amendment to Development Agreement dated April 19, 2012, recorded as Instrument No. 369651, amended by a Third Amendment to Development Agreement recorded September 5, 2017 as Instrument No. 408478, with amendment to construction timeline recorded March 7, 2019 as Instrument 419568, amended by a Fourth Amendment to Development Agreement, recorded August 1, 2018 as Instrument No. 415131 (collectively the "**Development Agreement**"). The Applicant is in compliance with the Development Agreement.

The 2005 Development Agreement provides as follows at Article IX regarding gates:

Whitetail shall be entitled to maintain gates at the following locations: (i) the Boydston Street entrance; (ii) the Gun Hill Road entrance; (iii) *Internally within the PUD, on the west side of the golf course, at a location to be selected by Whitetail*; (iv) at the Maintenance Building Entrance; and, (v) at the Herrick entrance to the Herrick Property. *No gates shall be placed at the Club Hill Blvd entrance. (Emphasis added.)*

Whitetail proposes the following amendment to Article IX:

Whitetail shall be entitled to maintain gates at the following locations: (i) the Boydston Street entrance; (ii) the Gun Hill Road entrance; (iii) ~~the Migratory Ridge entrance Internally within the PUD, on the west side of the golf course, at a location to be selected by Whitetail;~~ (iv) at the Maintenance Building Entrance; and, (v) at the ~~Herriek Shore Lodge Cottages entrance to the Herriek Property. No gates shall be placed at the Club Hill Blvd entrance.~~

It is not clear what the reasoning was for allowing the internal gate and not at the Migratory Ridge entrance. But, it likely began from the King's Pines neighbors being very upset about having any Whitetail entrance off of Club Hill Blvd, and also incorrectly believing that they had access to the Whitetail property without trespassing. Because of this, they opposed a gate in the Club Hill Blvd location. As described above, Whitetail has reached out to these owners in advance of making an application to let them know about the proposal to move the gate, and to get input from them.

The proposed amendment to change the reference to the "Herriek" entrance to the "Shore Lodge Cottages" entrance is only a change in the current description of the property. That gate has not moved. The property was previously referred to as the Herriek Property, and it is now a platted phase of Whitetail PUD called the Shore Lodge Cottages.

C. Legal Analysis of the Application for Amendment to Development Agreement

All existing gates in Whitetail are nonconforming under the current McCall City Code, which no longer allows for gates. However, the 2005 Development Agreement was entered into prior to the adoption of the Ordinance that disallowed gates. The proposed amendment would allow the existing nonconforming gate to be moved from a location in the PUD that makes no sense to the public or Whitetail, to a much more practical location still within the PUD. The amendment would not increase the number of gates within Whitetail, and because all of the streets in Whitetail are private streets, the new location would continue to gate only private streets. The proposed relocation of the gate does not increase a nonconformity.

If Whitetail were being proposed as a new subdivision, gates would not be allowed absent an amendment to the current Ordinance. However, as has been acknowledged on several other issues, Whitetail is operating under an existing PUD approval which predates the current Ordinance. Whitetail is not submitting a new subdivision application. It is only submitting an application to amend its existing Development Agreement, which was entered into prior to the enactment of the current restrictions on gates in the McCall City Code. Such an application is not barred by the current Ordinance.

The McCall City Code section restricting gates, MCC 9.6.02(S), was enacted effective as of March 16, 2006, and provides as follows: "Perimeter Walls, Gates And Berms. The city of McCall shall not approve any residential subdivision application that includes any type of perimeter wall or gate that restricts pedestrian or native animal or vehicular access to the subdivision, when traveling on approved rights of way." This MCC section was enacted after Whitetail entered into its Development Agreement with the City regarding gates. Idaho courts have long recognized the constitutional right of a landowner to continue land uses which predated later enacted ordinances, finding that such right is guaranteed by the due process clauses of both the United States and Idaho Constitutions. A rather thorough discussion of this

right can be found in the Idaho Supreme Court's decision in *Eddins v. City of Lewiston*, 150 Idaho 30, 244 P.3d 174 (2010). Therein, the Court addressed the City of Lewiston's contention that the replacement of old recreational vehicles with new ones constituted an impermissible expansion of a manufactured home park. The Supreme Court rejected that contention, holding that:

In this case, the act of replacing an existing recreational vehicle with a new recreational vehicle in the manufactured home park is a continuation of Eddins' nonconforming use that is protected by due process. While the City argues that Eddins' due process right to a nonconforming use attaches only to the recreational vehicles that were on the property at the time the ordinance was passed, *Lewis-Clark Memorial Gardens* makes clear that a nonconforming use protects the "fundamental or primary use of the real property in question." 99 Idaho at 681, 587 P.2d at 822. The fundamental or primary use of Eddins' real property—both before and after the ordinance was passed—was to rent spaces for both manufactured homes and recreational vehicles. Consequently, the due process clauses of the Idaho and U.S. Constitutions protect Eddins' ability to continue the fundamental or primary use of his real property. *Eddins*, 150 Idaho at 35.

The above cited *Eddins* case is but one in a substantial line of cases that clearly and consistently hold that a property owner's right to continue a use which was established prior to the later enactment of conflicting ordinances is a constitutionally protected right. Such is the case with Whitetail. The allowance of gates was part of the PUD approval and, therefore, it becomes part of Whitetail's existing property right.

The City certainly has the discretion to either approve or deny an amendment to the Development Agreement; but, the existing Ordinance is not applicable to the Whitetail PUD and therefore does not bar the consideration of such an application. Whitetail believes that the amendment to the Development Agreement should be approved because the proposed new location for the gate is more practical, it will provide for improved emergency services, and with additional improvements to be constructed by Whitetail, it will provide increased safety at the Migratory Ridge and Club Hill Blvd intersection.

Exhibit 2(a):

Proposed Fifth Amendment to Development Agreement for
Whitetail PUD (the “**Fifth Amendment**”)

Recording Requested By and
When Recorded Return to:

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

For Recording Purposes Do
Not Write Above This Line

**FIFTH AMENDMENT TO
DEVELOPMENT AGREEMENT
WHITETAILED PUD**

This Fifth Amendment To Development Agreement, hereinafter referred to as “the **Fifth Amendment**”, is entered into by and between the **City of McCall**, a municipal corporation of the State of Idaho, hereinafter referred to as the “**City**”, and **Shore Lodge Whitetail LLC**, hereinafter referred to as “**Whitetail**”, whose address is 501 W. Lake Street, McCall, ID 83638, and who is the owner of the Whitetail Planned Unit Development (the “**PUD**”), as the same is platted of record with Valley County, save and except the lots within the PUD that have been sold to third parties.

WHEREAS, the City and Whitetail, A Club For All Seasons, LLC entered into that certain Development Agreement, which was filed of record with the Office of Recorder of Valley County, Idaho on August 3, 2005 as Instrument No. 298488, and was re-recorded as Instrument No. 404971 to attached Exhibits (the “**2005 Agreement**”).

WHEREAS, the City and Whitetail, A Club For All Seasons, LLC entered into that certain First Amendment to Development Agreement, which was filed of record with the Office of Recorder of Valley County, Idaho on August 25, 2006 as Instrument No. 312604 (the “**First Amendment**”).

WHEREAS, the City and Sabala Whitetail, LLC entered into that certain Second Amendment to Development Agreement, which was filed of record with the Office of Recorder of Valley County, Idaho on May 31, 2012 as Instrument No. 369651 (the “**Second Amendment**”).

WHEREAS, Sabala Whitetail LLC purchased the unsold portions of the PUD from Whitetail, A club for All Seasons, LLC. Sabala Whitetail LLC has since changed its name to Shore Lodge Whitetail LLC.

WHEREAS, the City and Shore Lodge Whitetail, LLC entered into that certain Third Amendment to Development Agreement, which was filed of record with the Office of Recorder of Valley County, Idaho on September 5, 2017 as Instrument No. 408478, with amendment to construction timeline recorded March 7, 2019 as Instrument 419568 (collectively the “**Third Amendment**”).

WHEREAS, the City and Shore Lodge Whitetail, LLC entered into that certain Fourth Amendment to Development Agreement, which was filed of record with the Office of Recorder of Valley County, Idaho on August 1, 2018 as Instrument No. 415131 (the “**Fourth Amendment**”).

WHEREAS, Whitetail has applied for an amendment to the 2005 Agreement, regarding the location of gates within the PUD. The number of gates approved in the 2005 Agreement remains unchanged.

WHEREFORE, the City of McCall and Whitetail do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations herein set forth, do agree as follows:

**ARTICLE I
LEGAL AUTHORITY**

- 1.1 This Fifth Amendment is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and McCall City Code, Title 9, Chapter 6.

**ARTICLE II
AMENDMENT REGARDING GATES**

- 2.1 Article IX of the 2005 Agreement shall be deleted and replaced with the following:
Whitetail shall be entitled to maintain gates at the following locations: (i) the Boydston Street entrance; (ii) the Gun Hill Road entrance; (iii) the Migratory Ridge entrance; (iv) the Maintenance Building Entrance; and, (v) the Shore Lodge Cottages entrance.

**ARTICLE III
IMPROVEMENTS TO BE CONSTRUCTED BY WHITETAIL**

- 3.1 The previously approved ‘mid-mountain’ gate located on Osprey View Drive shall be relocated to the Migratory Ridge entrance where the existing stop-light kiosk is located. This construction shall be completed not later than **November 1, 2022**.
- 3.2 Modifications to the Club Hill Boulevard and Migratory Ridge intersection will be constructed by Whitetail as agreed between Whitetail and the Valley County Roads Department to improve the safety of the intersection. This construction shall be completed not later than **November 1, 2022**.

**ARTICLE IV
KING’S PINES ACCESS AND USE AGREEMENT**

- 4.1 The Whitetail Property Owner’s Association shall enter into an agreement with the King’s Pines Estates I Homeowners’ Association, Inc., in the form attached hereto at **Exhibit A**, with terms to include the following:
- (a) Alternate routes, other than via Club Hill Boulevard to Migratory Ridge, for large trucks.
 - (b) Sweeping of the Club Hill Boulevard intersection with Migratory Ridge by the Whitetail Property Owner’s Association.
 - (c) Emergency access through Whitetail for King’s Pines in the event of wildfire or other natural disaster.

- (d) Access on specified Whitetail PUD streets for existing owners in King's Pines Estates I subdivision.

**ARTICLE V
CONTINUING EFFECT OF THE AGREEMENT**

- 5.1 Except as expressly modified by the terms of this Fifth Amendment, the 2005 Agreement and the First Amendment the Second Amendment the Third Amendment and the Fourth Amendment shall remain fully in force and binding on the parties according to their terms.

**ARTICLE VI
MISCELLANEOUS**

- 6.1 This Agreement may be modified only by means of a subsequently executed and acknowledged written agreement.
- 6.2 In the event Whitetail fails to comply with the commitments set forth herein, within one hundred twenty (120) days of written notice of such failure from the City, in addition to any other remedies which the City may have available to it, the City shall have the right, without prejudice to any other rights or remedies, to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Fifth Amendment, and to collect the direct costs associated with such action from Whitetail. Notwithstanding the foregoing, the City shall have the right, but not the obligation, to cure such default.
- 6.3 In the event that a judicial dispute arises regarding the enforcement or breach of this Agreement, then the prevailing party in such dispute shall be entitled to recover its attorney's fees and costs reasonably incurred, including fees and costs incurred on appeal.
- 6.4 After its execution, this Fifth Amendment shall be recorded in the office of the Valley County Recorder, at the expense of Whitetail. This Fifth Amendment shall be binding on the City and Whitetail and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns.
- 6.5 Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below:

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

Whitetail: Shore Lodge Whitetail LLC
501 West Lake Street
McCall, Idaho 83636

With copy to:
Millemann Pemberton & Holm LLP
PO Box 1066
McCall, ID 83638

or such other addresses and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, effective as of the day and year of the last signature hereto.

WHITETAIL
SHORE LODGE WHITETAIL LLC
By ALSCOTT, INC., its Manager

By: _____ Date: _____
DANIEL R. SCOTT,
Executive Vice President of Alscott, Inc.

STATE OF IDAHO,)
) ss.
County of Valley)

On this ___ day of _____, 20___, before me, a Notary Public in and for said State, personally appeared DANIEL R. SCOTT, known or identified to me to be the Executive Vice President of Alscott, Inc., which is the Manager of Shore Lodge Whitetail LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

CITY OF MCCALL

By: _____ Date: _____
BOB GILES, Mayor

ATTEST:

By: _____ Date: _____
BESSIEJO WAGNER, City Clerk

STATE OF IDAHO,)
)ss
County of Valley.)

On this _____ day of _____, 20____, before me, _____, a Notary Public in and for said State, personally appeared **BOB GILES** and **BESSIEJO WAGNER**, known or identified to me to be the Mayor and the City Clerk of the **City of McCall, ID**, respectively, the Idaho municipal corporation that executed the instrument or the person that executed the instrument on of behalf of said municipal corporation, and the person who attested the Mayor’s signature to the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

Exhibit 2(a):

Exhibit A to the Fifth Amendment – Agreement between
Whitetail POA and King’s Pines I HOA (“**HOA
Agreement**”)

EXHIBIT A

AGREEMENT

Whitetail POA and King's Pines I HOA

This Agreement ("**Agreement**") is entered into between WHITETAIL PROPERTY OWNER'S ASSOCIATION, INC., an Idaho nonprofit corporation, ("**WHITETAIL POA**") and KING'S PINES ESTATES I HOMEOWNERS' ASSOCIATION, INC., an Idaho nonprofit corporation, ("**King's Pines HOA**"), effective as of the recordation of this Agreement with the Valley County Idaho Recorder.

Recitals

A. The Whitetail Planned Unit Development is located in McCall, Valley County, Idaho ("**Whitetail PUD**"), plats for which have been recorded with the Valley County, Idaho Recorder. King's Pines Estates I subdivision, the plat for which is recorded with the Valley County, Idaho Recorder ("**King's Pines I Subdivision**"), is located adjacent to and north of a portion of Whitetail PUD that is accessed by Club Hill Boulevard in King's Pines I to Migratory Ridge in Whitetail PUD.

B. Whitetail POA has agreed to certain use restrictions and access rights for the benefit of King's Pines HOA.

C. The parties desire to memorialize the terms of their agreement.

NOW, THEREFORE, the parties agree as hereinafter provided.

1. Restriction on Construction Truck Access. Construction trucks larger than 26,000 pounds GVWR shall be required to access Whitetail PUD from entrances other than from the Migratory Ridge entrance at Club Hill Boulevard except when roadways are snow covered. Construction trucks smaller than this size may continue to use the Migratory Ridge entrance.

2. Sweeping of Club Hill Boulevard. The Whitetail POA shall have Club Hill Boulevard near the intersection with Migratory Ridge swept each spring if there is any construction debris from construction projects in Whitetail PUD, within a reasonable amount of time after request from the King's Pines HOA.

3. Emergency Access. Whitetail POA shall open the gate at Migratory Ridge for emergency egress from Kings Pines I Subdivision through Whitetail PUD if a wildfire or other natural disaster makes both Club Hill Boulevard and Whitefield Lane impassible.

4. Grant of Pedestrian Access License, and Conditions of License.

a. Subject to and in accordance with the terms and conditions of this Agreement, Whitetail POA hereby grants to existing owners of real property in Kings Pines I Subdivision, a list of whom are attached hereto at **Exhibit A-1** ("**Existing King's Pines I Owners**"), pedestrian access on Migratory Ridge Road, Lichen Lane, upper Lupin Lane, and Appaloosa Trail as depicted at **Exhibit A-2** ("**Approved Pedestrian Roads**"). This license shall be referred to as the "**Pedestrian Access License.**"

b. The Pedestrian Access License shall not extend to familial transferees of real property in Kings Pines I Subdivision, or to any other transferee. It is specifically limited to the individuals listed as Existing King's Pines I Owners at **Exhibit A-1**.

c. Existing King's Pines I Owners shall have the right to access Approved Pedestrian Roads for walking only, and during daylight hours only, subject to reasonable rules that may be imposed by the Whitetail POA related to littering, pets, or otherwise to limit negative impacts on Whitetail owners.

d. King's Pines HOA and Existing King's Pines I Owners hereby agree to hold Whitetail POA and its members harmless regarding, and waive as to Whitetail POA and its members, any claims of any kind for damages, fees, costs, or relief of any kind, which may be asserted against Whitetail POA or its members by King's Pines HOA or Existing King's Pines I Owners, or their guests or invitees regarding the maintenance, upkeep, safety or condition of the Approved Pedestrian Roads. This hold harmless and waiver shall bind King's Pines HOA and Existing King's Pines I Owners, and their successors and assigns and shall extend to any claims of any kind regarding Whitetail PUD or the Approved Pedestrian Roads, save and except claims for the enforcement of the terms hereof.

e. The Pedestrian Access License will commence on the date this Agreement is signed by all parties below, and will continue until there are no more Existing King's Pines I Owners that own property in King's Pines I Subdivision. The Pedestrian Access License will terminate, with no further action required by either party, when title to the last Existing King's Pines I Owner is transferred.

5. General Provisions.

a. Assignment. Neither party shall have the right to assign their rights or obligations under this Agreement to any other party. Subject to the foregoing, this Agreement and the License shall inure to the benefit of and be binding upon the successors, heirs, and legal representatives of Whitetail POA and the King's Pines HOA.

b. Non-Waiver/Modification. The failure of a party to demand strict performance of or compliance with this Agreement or any provisions hereof at any time or under any set of circumstances will not be deemed a waiver by such party of its right to demand such performance and compliance at any other time or under any other circumstances. This Agreement may not be changed, modified, or terminated orally. It may only be modified by a written instrument executed by both parties, and may only be terminated as provided at Section 4(e) above.

c. Notices. All notices, demands and requests which may or are required to be given by either party to the other shall be in writing and shall be personally served on the designated party, delivered by express courier, or sent by United States certified or registered mail, postage prepaid, addressed to the parties at their addresses on record with the Idaho Secretary of State's office, unless a party hereto designates otherwise in writing. Any notice given in the form set forth herein shall be deemed given and received as follows: If personally delivered, when delivered, and if sent by mail on the third business day following deposit in the U.S. mail.

d. Attorneys Fees. In the event that any dispute arises regarding the legal consequence, interpretation, application or enforcement of this Agreement, then the prevailing party in such dispute shall be entitled to recover his/her/it's attorneys fees and costs incurred, including attorneys fees and costs incurred on appeal.

e. Recordation. This License Agreement shall be recorded with the Valley County, Idaho Recorder upon signature by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates specified by their signatures below.

WHITETAIL POA:

WHITETAIL PROPERTY OWNER'S
ASSOCIATION, INC.,
an Idaho nonprofit corporation

By: _____ Date: _____

(Print Name)

(Title)

STATE OF IDAHO,)
(ss.
County of Valley.)

On this ____ day of _____, 20____, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of WHITETAIL POA, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

KING'S PINES HOA:

KING'S PINES ESTATES I
HOMEOWNERS' ASSOCIATION, INC.,
an Idaho nonprofit corporation

By: _____ Date: _____

(Print Name)

(Title)

STATE OF IDAHO,)
(ss.
County of Valley.)

On this ____ day of _____, 20_____, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of KING'S PINES HOA, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

Exhibit A-1
Existing King's Pines I Owners

Allen, Vonnie Marie	LOT 8/BLOCK 1
Batchelor, Kevin & Cathy	LOT 6/BLOCK 2
Beach, Kelly	LOT 2/BLOCK 1
Biddle, Duncan	LOT 12/BLOCK 2
Brewer, Vern & Anita	LOT 7/BLOCK 2
Chandrasekaran, Nagasubramaniyan	LOT 7/BLOCK 1
Clements, Steve & Susan	LOT 7/BLOCK 3
Cole, Steve & Amy	LOT 8/BLOCK 2
Dammrose, Doug & Nancy	LOT 9/BLOCK 1
Edgecombe, Dale & Krista	LOT 3 & 4/BLOCK 1
Haislmaier, Nathan & Heidi	LOT 7/BLOCK 2
Hodges, Lynne & Marineau, Bill	LOT 11/BLOCK 2
Jefferis, Don & Michelle	LOT 4/BLOCK 2
Johnson, Lori	LOT 5 & 6/BLOCK 3
Karlstedt, Steve & Preble, Katherine	LOT 10/BLOCK 2
Kloster, Mark & Amiee	LOT 1/BLOCK 3
Koch, Phillip & Michele	LOT 11/BLOCK 1
Koetter, Dirk & Kim	LOT 13/BLOCK 1
McKibben, Mark and LuAnn	LOT 6 & 10/BLOCK 1
McQuet, Jennifer	LOT 3 & 4/BLOCK 1
Meikle, Scott & Julie	LOT 2/BLOCK 3
Miller, Roarke & Holly	LOT 5/BLOCK 1
Millian, Susan & Howard	LOT 9/BLOCK 2
Schmidt, Mark & Lisa	LOT 1/BLOCK 1
Sericate, Stacy & Matthew	LOT 2/BLOCK 2
Walker, Ron & Priscilla	LOT 1/BLOCK 2
Williamson, Darcy	LOT 3/BLOCK 2
Wolfe, Timbre	LOT 12/BLOCK 1

**Exhibit A-2
Approved Pedestrian Roads**

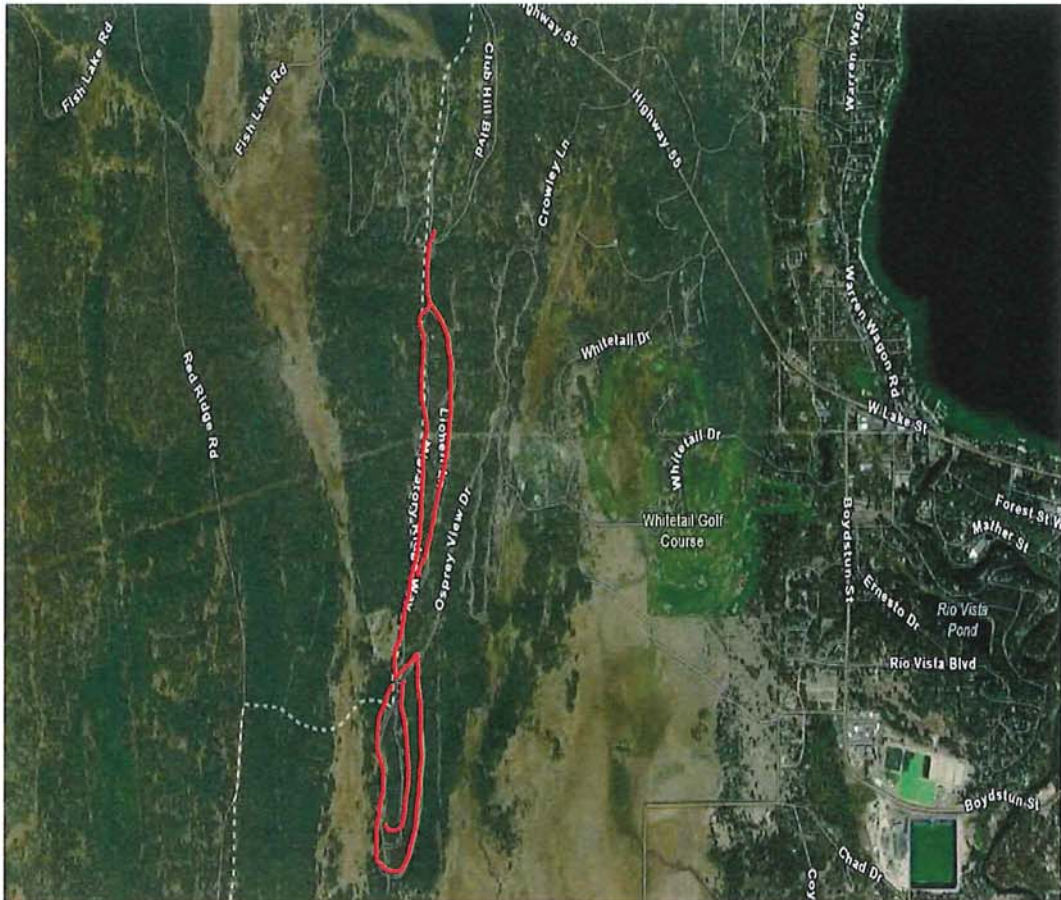
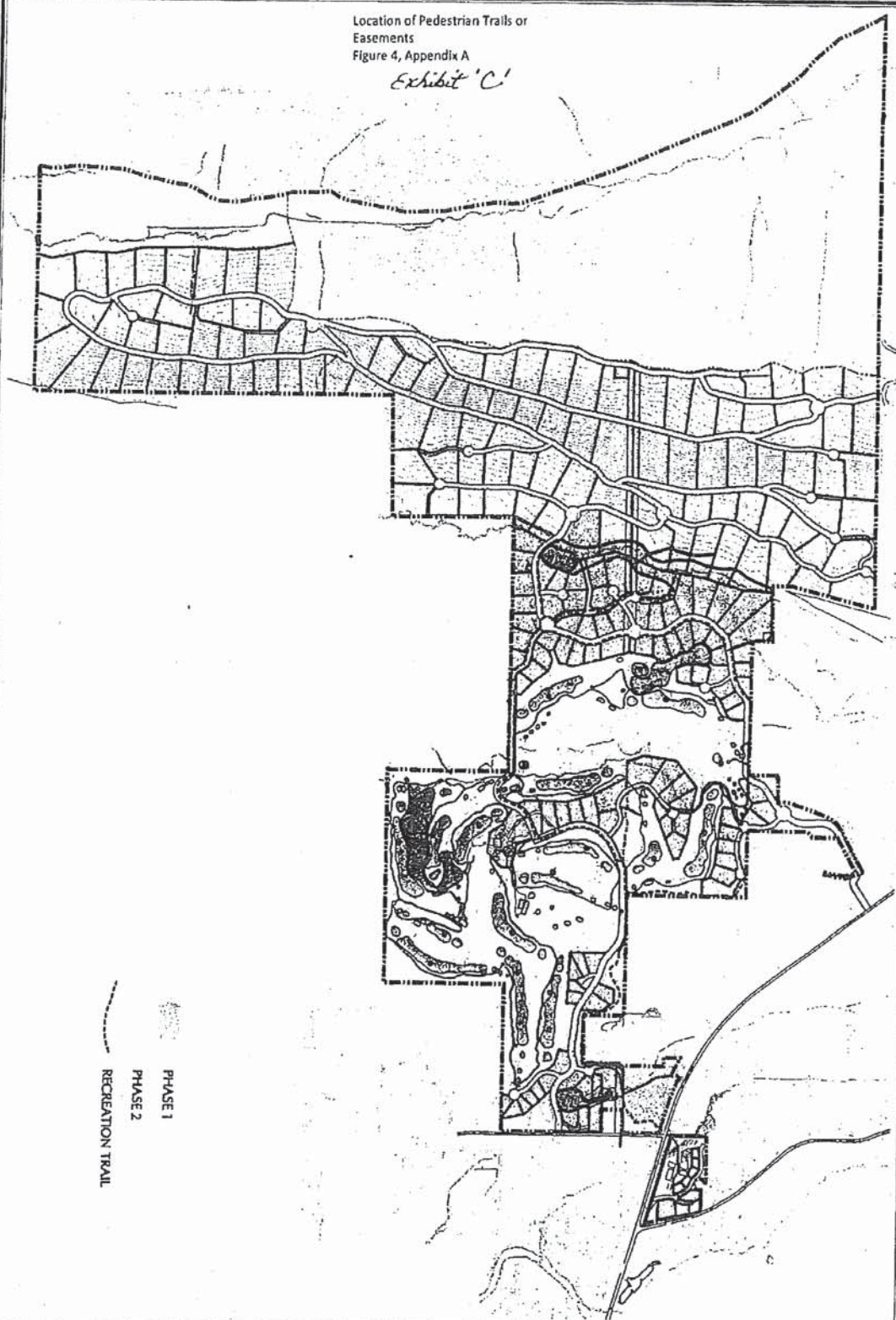


Exhibit 3:

2005 Development Agreement, recorded as Instrument No.
404971 (the “**2005 Agreement**”).

Location of Pedestrian Trails or Easements
 Figure 4, Appendix A
Exhibit 'C'



PHASE 1
 PHASE 2
 RECREATION TRAIL

Exhibit 4:

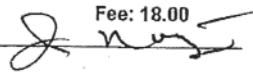
First Amendment to Development Agreement, recorded August 25, 2006 as Instrument No. 312604 (the “**First Amendment**”).

312604

Recording Requested By and
When Recorded Return to:

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

Instrument # 312604
VALLEY COUNTY, CASCADE, IDAHO
2006-08-25 11:52:37 No. of Pages: 6
Recorded for : AMERITITLE
LELAND G. HEINRICH
Ex-Officio Recorder Deputy
Index to: MISCELLANEOUS RECORD

Fee: 18.00


For Recording Purposes Do
Not Write Above This Line

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
WHITETAILED PUD**

This First Amendment to Development Agreement ("the First Amendment") is entered into by and between the City of McCall, a municipal corporation of the State of Idaho, hereinafter referred to as the "City", and Whitetail, A Club For All Seasons, LLC, hereinafter referred to as "Whitetail", whose address is 501 W. Lake Street, McCall, Idaho 83638, and who is the owner of the Whitetail Planned Unit Development ("the PUD"), as the same is platted of record with Valley County, Idaho.

WHEREAS, the City and Whitetail entered into that certain Development Agreement, dated August 3, 2005, which was filed of record with the Office of Recorder of Valley County, Idaho on August 3, 2005 as Instrument No. 298488 ("the Agreement").

WHEREAS, the Agreement provided that Whitetail and the City would share in the costs of certain water system improvements being constructed as part of the PUD.

WHEREAS, information is now available to the parties which allows for the further delineation of the cost sharing responsibilities of Whitetail and the City, respectively.

WHEREFORE, the City of McCall and the Whitetail do enter into this First Amendment for and in consideration of the mutual covenants, duties and obligations herein set forth, and set forth in the Agreement, as follows:

**ARTICLE I
LAKESIDE AVENUE WATER LINES**

- 1.1 Whitetail shall replace the existing City water line in Lakeside Avenue with a 12 inch line, as provided in Article II of the Agreement.
- 1.2 The City has identified the need for a second 12 inch water line in Lakeside Avenue, which will be placed in the same trench as the first water line. Whitetail will construct the line in accordance with approved plans and specifications to be

provided by Whitetail. The City shall be solely responsible for all costs associated with the construction of this second 12 inch line. Whitetail shall be responsible for the cost of repaving Lakeside Avenue after Whitetail's completion of the replacement of the existing 12 inch line. The City's aforesaid contributions toward the cost of completion of the second 12" water line shall be payable to Whitetail within forty-five (45) days after completion of the water line in conformity with the above-described plans and specifications and acceptance by the City.

ARTICLE II KNOWLES ROAD BOOSTER PUMP STATION

- 2.1 The total cost of design and construction of the Knowles Road Booster Pump Station will be divided between the parties as follows: Whitetail shall be responsible for 32% of the total cost; and, the City shall be responsible for 68% of the total cost. Payment by the City of its portion of the total cost shall be made as provided in the Agreement.

ARTICLE III BETSY'S POND BOOSTER PUMP STATION

- 3.1 The City has determined that a second Booster Pump Station is required for Whitetail's and the City's needs. The City and Whitetail have agreed on the location and specifications for the second Station, which shall be referred to herein as "the Betsy's Pond Booster Pump Station". Whitetail shall construct the Betsy's Pond Booster Station according to the approved plans and specifications. The total cost of the design and construction of the Betsy's Pond Booster Station shall be divided between the parties as follows: Whitetail shall be responsible for 58% of the total cost; and, the City shall be responsible for 42% of the total cost. Whitetail shall provide the City with written notice when the Betsy's Pond Booster Station is complete, in accordance with the Construction Plans, and has been accepted by the City. The City's aforesaid contributions to the total cost of the design and construction of the Betsy's Pond Booster Station shall be payable forty-five (45) days after receipt of such notice.

ARTICLE IV WATER RESERVOIR

- 4.1 Whitetail and the City have reached final agreement on the sizing, location and specifications of the Water Reservoir which is discussed in Article 3.1.2(d) of the Agreement, and the sharing of the total cost of design and construction thereof, as follows:
- 4.1.1 The Reservoir shall have a 400,000 gallon capacity, 230,000 gallons of which are needed for the PUD at build out and 170,000 gallons of which are needed by the City.

- 4.1.2 The total cost of the design and construction of the Reservoir shall be divided between the parties as follows: Whitetail shall be responsible for 58% of the total cost; and, the City shall be responsible for 42% of the total cost.
- 4.1.3 Payment by the City of its portion of the total cost shall be made as provided in the Agreement.

**ARTICLE V
THE CONTINUING EFFECT OF THE AGREEMENT**

- 5.1 Except as expressly modified by the terms of this First Amendment, the Agreement shall remain fully in force and binding on the parties according to its terms.

**ARTICLE VI
MISCELLANEOUS**

- 6.1 This First Amendment may be modified only by means of a subsequently executed and acknowledged written agreement.
- 6.2 In the event Whitetail fails to comply with the commitments set forth herein, within one hundred twenty (120) days of written notice of such failure from the City, in addition to any other remedies which the City may have available to it, the City shall have the right, without prejudice to any other rights or remedies, to cure such default or enjoin such violation and otherwise enforce the requirements contained in this First Amendment, and to collect the direct costs associated with such action from Whitetail.
- 6.3 In the event that a judicial dispute arises regarding the enforcement or breach of this First Amendment, then the prevailing party in such dispute shall be entitled to recover its attorney's fees and costs reasonably incurred, including fees and costs incurred on appeal.
- 6.4 If any term, provision, commitment or restriction of this First Amendment or the application thereof to any party or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this First Amendment shall remain in full force and effect.
- 6.5 After its execution, this First Amendment shall be recorded in the office of the Valley County Recorder, at the expense of Whitetail. Each commitment and covenant contained in this First Amendment shall constitute a burden on, shall be appurtenant to, and shall run with the PUD Property. This First Amendment shall be binding on the City and Whitetail and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns; provided, however, that each owner of a legal lot within the PUD shall only be responsible

for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. Whitetail shall not be relieved of its responsibilities and duties under this First Amendment absent an agreement with the City which designates a successor to Whitetail, who accepts such responsibilities and duties as are then remaining.

- 6.6 Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below:

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

Whitetail: Whitetail, A Club For All Seasons, LLC
 501 West Lake Street
 McCall, Idaho 83638

With copy to:
Steve Millemann
Millemann, Pittenger, McMahan & Pemberton LLP
P.O. Box 1066
McCall, Idaho 83638

or such other address and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

IN WITNESS WHEREOF, the parties have hereunto caused this First Amendment to be executed, effective on the day and year first above written.

**WHITETAIL, A CLUB FOR
ALL SEASONS, LLC**

By: [Signature]
JOHN SABALA, President

CITY OF MCCALL

By: [Signature]
William A. Robertson, Mayor

ATTEST:

By: Joanne E. York
Joanne E. York, City Clerk

STATE OF IDAHO,)
(ss.
County of Valley.)

On this 23 day of Aug, 2006, before me, Shirley K. Overton, a Notary Public in and for said State, personally appeared William A. Robertson known or identified to me to be the **Mayor of the City of McCall**, who executed the said instrument, and acknowledged to me that said municipality executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Shirley K. Overton
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 11-21-08



STATE OF IDAHO,)
(ss.
County of Valley.)

On this 23 day of Aug, 2006, before me, Shirley K Overton, a Notary Public in and for said State, personally appeared Jeanne E-Vork, known or identified to me to be the **City Clerk of the City of McCall**, who executed the said instrument, and acknowledged to me that said municipality executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

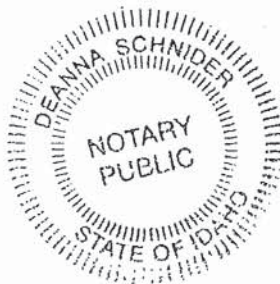


Shirley K. Overton
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 11-21-08

STATE OF IDAHO,)
(ss
County of Valley.)

On this 24th day of August, 2006, before me, Deanna Schneider, a Notary Public in and for said State, personally appeared **JOHN SABALA**, President of **WHITETAIL A CLUB FOR ALL SEASONS LLC.**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for and on behalf of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Deanna Schneider
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 8-6-07

Exhibit 5:

Second Amendment to Development Agreement, recorded
May 31, 2012 as Instrument No. 369651 (the “**Second
Amendment**”).

Instrument # 369651

VALLEY COUNTY, CASCADE, IDAHO

5-31-2012 08:02:00 No. of Pages: 11

Recorded for : CITY OF MCCALL

ARCHIE N. BANBURY

Ex-Officio Recorder Deputy

Index to: AGREEMENT

Gal Castle

Recording Requested By and
When Recorded Return to:

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

For Recording Purposes Do
Not Write Above This Line

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
WHITETAIL PUD**

This Second Amendment to Development Agreement (“**the Second Amendment**”) is entered into by and between the **City of McCall**, a municipal corporation of the State of Idaho, hereinafter referred to as the “**City**”, and **Sabala Whitetail LLC**, hereinafter referred to as “**Whitetail**”, whose address is 501 W. Lake Street, McCall, Idaho 83638, and who is the owner of the Whitetail Planned Unit Development (the “**PUD**”), as the same is platted of record with Valley County, Idaho, save and except the lots within the PUD that have been sold to third parties.

WHEREAS, the City and Whitetail, A Club For All Seasons, LLC entered into that certain Development Agreement, dated August 3, 2005, which was filed of record with the Office of Recorder of Valley County, Idaho on August 3, 2005 as Instrument No. 298488 (the “**Agreement**”).

WHEREAS, the City and Whitetail, A Club For All Seasons, LLC entered into that certain First Amendment to Development Agreement, which was filed of record with the Office of Recorder of Valley County, Idaho on August 25, 2006 as Instrument No. 312604 (the “**First Amendment**”).

WHEREAS, Sabala Whitetail LLC purchased the unsold portions of the PUD from Whitetail, A Club For All Seasons, LLC. Whitetail is the successor to Whitetail, A Club For All Seasons, LLC under the Agreement and the First Amendment.

WHEREAS, Whitetail has submitted its Final Plat for Phase 1A of the PUD (the “**Phase 1A Final Plat**”), which is identified as Application No. SUB-05-01.

WHEREAS, Whitetail has submitted its Final Plat for Whitetail Cabin Sites Phase 2 of the PUD (the “**Cabin Sites Phase 2 Final Plat**”), which is identified as Application No. SUB-11-02.

WHEREAS, Whitetail has submitted an amendment to the PUD Final Plan (“**PUD Final Plan Amendment**”), which is identified as Application No. PUD-05-01.

WHEREAS, the City and Whitetail desire to memorialize certain commitments being made by Whitetail as part of the processing of the Phase 1A Final Plat, the Cabin Sites Phase 2 Final Plat and the PUD Final Plan Amendment.

WHEREFORE, the City of McCall and Whitetail do enter into this Second Amendment for and in consideration of the mutual covenants, duties and obligations herein set forth, and set forth in the Agreement, as follows:

ARTICLE I HERRICK BIKEPATH

1.1 Article VIII of the Agreement, regarding the Herrick Bikepath, included a provision requiring the construction by Whitetail of a bike path through what is now shown as Parcel A on the Phase 1A Final Plat. However, through the City's recent pathways planning efforts, it has been determined that provision of bike paths along W. Lake Street and Warren Wagon Road would provide improved connectivity to planned and existing bike paths. Therefore, Article VIII of the Agreement shall be deleted and replaced with the following:

1.1.1 Whitetail shall create an escrow account with AmeriTitle (the "**Escrow Account**"), pursuant to a mutually suitable three party Escrow Agreement to be prepared by Whitetail and executed by all parties prior to recordation of the Phase 1A Final Plat.

1.1.2 The purpose of the Escrow Account will be to accumulate funds for use by the City for the design and construction of a bike path within the street rights of way of W. Lake Street and Warren Wagon Road along the south and east boundaries of Parcel A of Phase 1A (the "**Phase 1A Bike Path**").

1.1.3 The total amount of the funds to be contributed to the Escrow Account is **\$40,530.00**. This amount shall be paid by Whitetail to the Escrow Account prior to recording the Phase 1A plat.

1.1.4 The City may use the funds for the design and construction of the Phase 1A Bike Path. It will be the City's sole responsibility to complete the design and permitting of the Phase 1A Bike Path. If the actual cost of construction of the Phase 1A Bike Path is less than the balance of funds in the Escrow Account, then the difference shall be refunded to Whitetail. If the actual cost of design and construction of the Phase 1A Bike Path is greater than the balance of funds in the Escrow Account, then it shall be the City's responsibility to fund the difference.

1.1.5 Any funds remaining in the Escrow Account which have not been used by the City as of December 31, 2022 shall be refunded to Whitetail.

ARTICLE II WESTSIDE GREENBELT

2.1 Article VII of the Agreement, regarding the Westside Greenbelt, was satisfied in part pursuant to a Recreational Pathway Easement recorded with the Valley County, Idaho Recorder as Instrument No. 312605. The aforesaid Recreational Pathway Easement shall be revised with a new legal description to align the easement description with the actual

location of the pathway on or before October 31, 2012. The revised Recreational Pathway Easement shall be recorded in Valley and Adams Counties.

- 2.2 The two exhibits referred to in Article VII of the Agreement did not get attached to the Agreement when it was initially recorded. The attached **Exhibit B** and **Exhibit C** shall be deemed the exhibits which were intended to be attached to the original Agreement.

ARTICLE III POTABLE WATER

- 3.1 Whitetail shall construct the internal potable water distribution system for Phase 1A, pursuant to the specifications of the City of McCall, and as depicted in the approved Construction Plans.
- 3.2 Whitetail shall construct the internal potable water distribution system for Cabin Sites Phase 2, pursuant to the specifications of the City of McCall, and as depicted in the approved Construction Plans.

ARTICLE IV SEWER SYSTEM IMPROVEMENTS

- 4.1 Whitetail shall complete the sanitary sewer system for Phase 1A, pursuant to the specifications of the City of McCall, and as depicted in the approved Construction Plans.
- 4.2 Whitetail shall complete the sanitary sewer system for Cabin Sites Phase 2, pursuant to the specifications of the City of McCall and the Payette Lakes Recreational Water and Sewer District, and as depicted in the approved Construction Plans.

ARTICLE V POWER AND TELEPHONE

- 5.1 Whitetail shall complete the installation of power and telephone to Phase 1A, pursuant to the specifications of Idaho Power and Frontier Communications.
- 5.2 Whitetail shall complete the installation of power and telephone to Cabin Sites Phase 2, pursuant to the specifications of Idaho Power and Frontier Communications.

ARTICLE VI ROADS

- 6.1 Whitetail shall complete the Phase 1A roads, pursuant to the specifications of the City of McCall, and as depicted in the approved Construction Plans.

ARTICLE VII WHITETAIL'S FINANCIAL ASSURANCES

- 7.1 **Phase 1A Final Plat.** Whitetail shall guarantee 125% of the estimated cost to complete all of the public improvements for the Phase 1A Final Plat described in Articles III, IV, V and VI of this Second Amendment, in accordance with the provisions of M.C.C. Section 9.6.067(B), as follows:

- 7.1.1 The estimated cost to complete the potable water system improvements for Phase 1A of the PUD is \$10,025.00. 125% of that sum (i.e. \$12,531.25) will be guaranteed by Whitetail prior to Phase 1A Final Plat recordation by means of a Cash Escrow Account in accordance with the terms of M.C.C. 9.6.067. The

potable water system improvements shall be completed on or before December 31, 2017.

- 7.1.2 The estimated cost to complete the sewer system improvements for Phase 1A of the PUD is \$17,850.00. 125% of that sum (i.e. \$22,312.50) will be guaranteed by Whitetail prior to Phase 1A Final Plat recordation by means of a Cash Escrow Account in accordance with the terms of M.C.C. 9.6.067. The sewer system improvements shall be completed on or before December 31, 2017.
- 7.1.3 The estimated cost to install power and telecommunications for Phase 1A of the PUD is \$74,589.00. 125% of that sum (i.e. \$93,236.25) will be guaranteed by Whitetail prior to Phase 1A Final Plat recordation by means of a Cash Escrow Account in accordance with the terms of M.C.C. 9.6.067. Phase 1A Power and telecommunications will be completed on or before December 31, 2017.
- 7.1.4 The estimated cost of completion of the Phase 1A roads is \$14,125.00. 125% of that sum (i.e. \$17,656.25) will be guaranteed by Whitetail prior to Phase 1A Final Plat recordation by means of a Cash Escrow Account in accordance with the terms of M.C.C. 9.6.067. The roads shall be completed to a paved surface on or before December 31, 2017.

7.2 Cabin Sites Phase 2 Final Plat. Whitetail shall guarantee 125% of the estimated cost to complete all of the public improvements for the Cabin Sites Phase 2 Final Plat described in Articles III, IV, V and VI of this Second Amendment, in accordance with the provisions of M.C.C. Section 9.6.067(B), as follows:

- 7.2.1 The estimated cost to complete the potable water system improvements for Cabin Sites Phase 2 of the PUD is \$20,000.00. 125% of that sum (i.e. \$25,000.00) will be guaranteed by Whitetail prior to Cabin Sites Phase 2 Plat recordation by means of a Cash Escrow Account in accordance with the terms of M.C.C. 9.6.067. The potable water system improvements shall be completed on or before October 31, 2012.
- 7.2.2 The estimated cost to complete the sewer system improvements for Cabin Sites Phase 2 of the PUD is \$8,000.00. 125% of that sum (i.e. \$10,000.00) will be guaranteed by Whitetail prior to Cabin Sites Phase 2 Final Plat recordation by means of a Cash Escrow Account in accordance with the terms of M.C.C. 9.6.067. The sewer system improvements shall be completed on or before October 31, 2012.
- 7.2.3 The estimated cost to install power and telecommunications for Cabin Sites Phase 2 of the PUD is \$67,090. This sum will either be prepaid to Idaho Power and Frontier prior to Cabin Sites Phase 2 Final Plat recordation, or 125% of that sum (i.e. \$83,862.50) will be guaranteed by Whitetail prior to Cabin Sites Phase 2 Final Plat recordation by means of a Cash Escrow Account in accordance with the terms of M.C.C. 9.6.067. Cabin Sites Phase 2 Power and telecommunications will be completed on or before October 31, 2012.
- 7.2.4 The estimated cost of completion of the roadway repair for Cabin Sites Phase 2 is \$28,000.00. 125% of that sum (i.e. \$35,000.00) will be guaranteed by Whitetail prior to Cabin Sites Phase 2 Final Plat recordation by means of a Cash Escrow

Account in accordance with the terms of M.C.C. 9.6.067. The roads shall be completed to a paved surface on or before October 31, 2012.

**ARTICLE VIII
THE CONTINUING EFFECT OF THE AGREEMENT**

- 8.1** Except as expressly modified by the terms of this Second Amendment, the Agreement and the First Amendment shall remain fully in force and binding on the parties according to their terms.

**ARTICLE IX
MISCELLANEOUS**

- 9.1** This Second Amendment may be modified only by means of a subsequently executed and acknowledged written agreement.
- 9.2** In the event Whitetail fails to comply with the commitments set forth herein, within one hundred twenty (120) days of written notice of such failure from the City, in addition to any other remedies which the City may have available to it, the City shall have the right, without prejudice to any other rights or remedies, to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Second Amendment, and to collect the direct costs associated with such action from Whitetail.
- 9.3** In the event that a judicial dispute arises regarding the enforcement or breach of this Second Amendment, then the prevailing party in such dispute shall be entitled to recover its attorney's fees and costs reasonably incurred, including fees and costs incurred on appeal.
- 9.4** If any term, provision, commitment or restriction of this Second Amendment or the application thereof to any party or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this Second Amendment shall remain in full force and effect.
- 9.5** After its execution, this Second Amendment shall be recorded in the office of the Valley County Recorder, at the expense of Whitetail. Each commitment and covenant contained in this Second Amendment shall constitute a burden on, shall be appurtenant to, and shall run with the PUD Property. This Second Amendment shall be binding on the City and Whitetail and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns; provided, however, that each owner of a legal lot within the PUD shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. Whitetail shall not be relieved of its responsibilities and duties under this Second Amendment absent an agreement with the City which designates a successor to Whitetail, who accepts such responsibilities and duties as are then remaining.
- 9.6** Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below:

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

Whitetail: Sabala Whitetail, LLC
501 West Lake Street
McCall, Idaho 83638

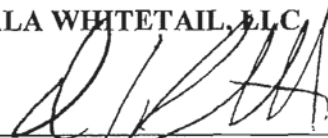
With copy to:
Steve Millemann
Millemann, Pittenger, McMahan & Pemberton LLP
P.O. Box 1066
McCall, Idaho 83638

or such other address and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

IN WITNESS WHEREOF, the parties have hereunto caused this Second Amendment to be executed, effective on the day and year first above written.

SABALA WHITETAIL, LLC

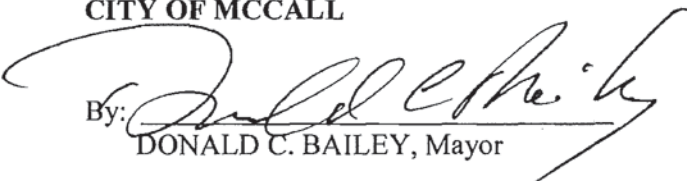
By:



DANIEL R. SCOTT, General Manager

CITY OF MCCALL

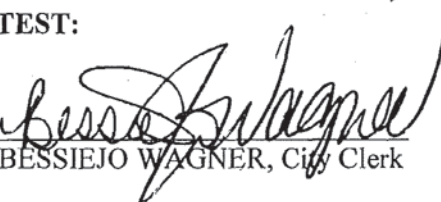
By:



DONALD C. BAILEY, Mayor

ATTEST:

By:




BESSIEJO WAGNER, City Clerk

STATE OF IDAHO,)
(ss.
County of Valley.)

On this 19 day of April, 2012, before me, a Notary Public in and for said State, personally appeared **DONALD C. BAILEY**, known or identified to me to be the **Mayor of the City of McCall**, who executed the said instrument, and acknowledged to me that said municipality executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.





NOTARY PUBLIC FOR IDAHO
My Commission Expires: 12/21/17

STATE OF IDAHO,)
(ss.
County of Valley.)

On this 19 day of April, 2012, before me, a Notary Public in and for said State, personally appeared **BESSIEJO WAGNER**, known or identified to me to be the **City Clerk of the City of McCall**, who executed the said instrument, and acknowledged to me that said municipality executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

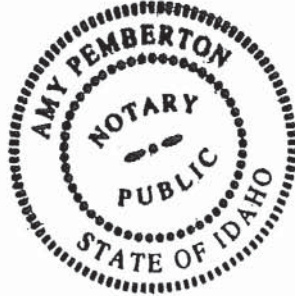


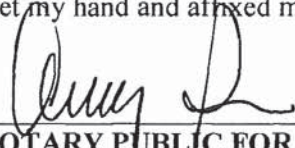

NOTARY PUBLIC FOR IDAHO
My Commission Expires: 12/21/17

STATE OF IDAHO,)
 (ss
County of Valley.)

On this 17th day of APRIL, 2012, before me, a Notary Public in and for said State, personally appeared **DANIEL R. SCOTT**, General Manager of **SABALA WHITETAIL LLC**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for and on behalf of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.





NOTARY PUBLIC FOR IDAHO
My Commission Expires: 5/9/2015

Second Amendment to Development Agreement
Whitetail PUD
Exhibit B

February 1, 2005

Don Bailey, Chairman
McCall Planning and Zoning Commission
216 E. Park Street
McCall, ID 83638

Re: *Whitetail PUD*

Dear Mr. Bailey:

Pursuant to your request at the Commission's January 18 meeting, I am writing to confirm the commitment of Summit Resources Ltd. regarding the west side greenbelt. That commitment is as follows:

1. By no later than the submittal of a final plat for Phase 2 of the PUD, Summit Resources will grant to an appropriate charitable organization a permanent and perpetual easement for use as a public, pedestrian recreational greenbelt;
2. The easement will be fifteen feet (15') wide;
3. The alignment of the easement will be selected by Summit Resources;
4. The easement will extend from the northern boundary to the southern boundary of Summit Resources' property. Entry and exit points will connect with anticipated destinations of corridors to the north and south;
5. The easement will be legally described (we anticipate establishing the precise alignment and legal description this spring to early summer, when the wetlands in the area can be clearly delineated);
6. Summit Resources will diligently attempt to secure dedications of comparable easements across properties to the north and south to suitable public access entry and exit points (for example, the Little Ski Hill to the north and West Valley Road and the McCall Riverfront Park, to the south and east). The following progress has already been made on this front:



(a) We are advised by representatives of the Payette Lakes Ski Club that Frank Brown is prepared to dedicate an easement across Kings Pines IV to connect the greenbelt with the Little Ski Hill;

(b) We have reviewed our concept for the greenbelt with the Board of County Commissioners of Valley County. They have endorsed the concept; and, we have submitted a letter from Valley County Clerk Lee Heinrich, confirming the Board's commitment to work with us to implement the concept; and,

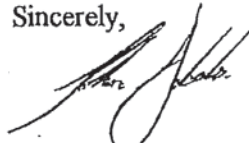
(c) This would leave us with only one additional property (to our south) to have a continuous greenbelt from the Little Ski Hill to, at least, West Valley Road. We are in the process of initiating a discussion with the owner of that property; and, we are committed to helping the sponsoring organization secure that piece.

7. Once the entire greenbelt corridor is in place and the sponsoring organization has a suitable plan in place for the improvement of the greenbelt, then Summit Resources will, at our expense, improve the entire segment of the greenbelt which crosses our property (approximately two miles) to a ten foot (10') wide all-weather surface; and,

8. We have no objection to having this commitment made a condition of approval of the Whitetail PUD.

We are committed to remaining actively involved in this project by continuing to work with the sponsoring organization, the County, the City and other interested persons to assure that this greenbelt becomes a reality.

Sincerely,



JOHN SABALA,
Summit Resources, Ltd.



Second Amendment to Development Agreement

Whitetail PUD

EXHIBIT C

WHITETAIL GREENBELT DEDICATION
FIGURE

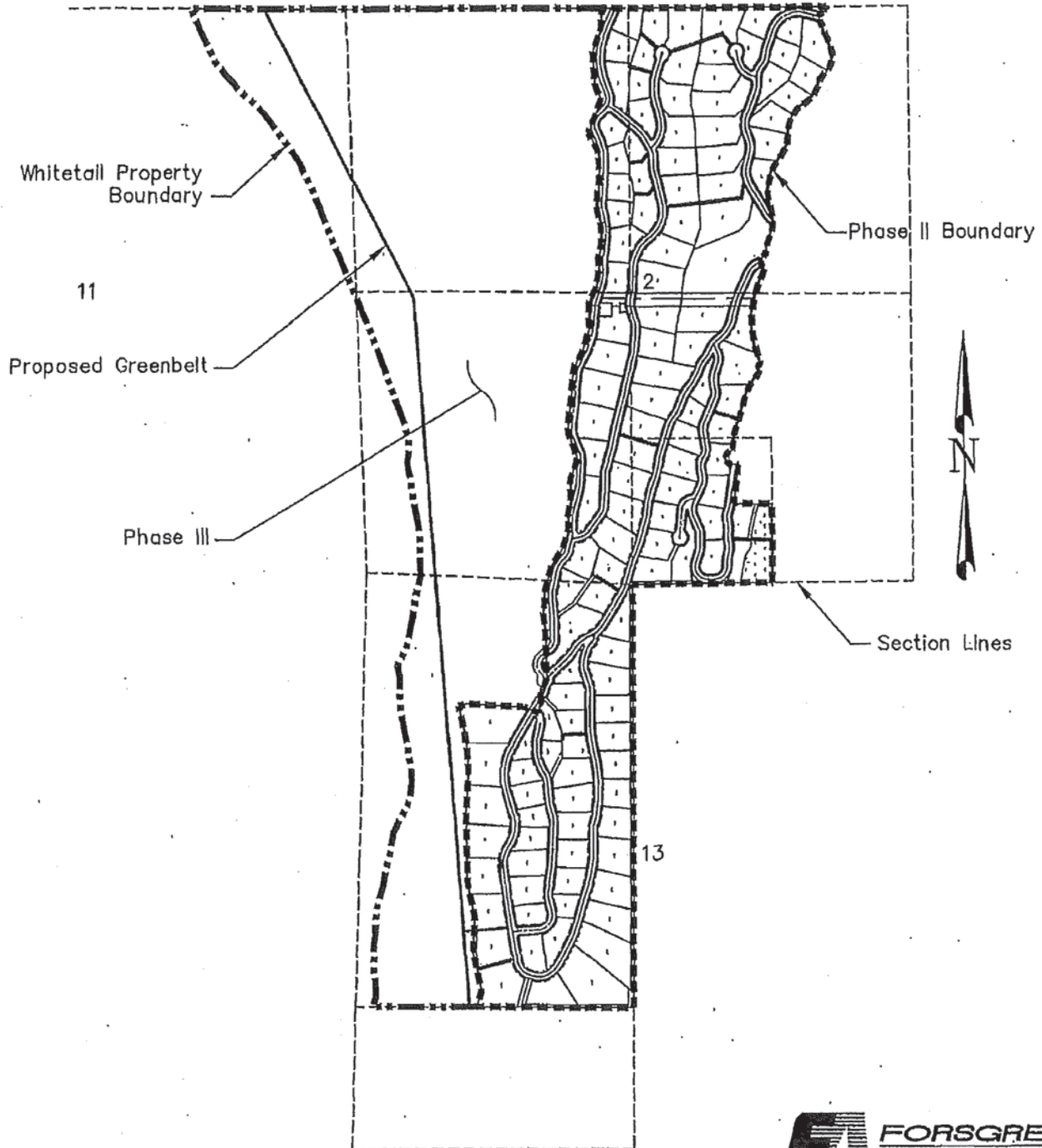


Exhibit 6:

Third Amendment to Development Agreement, recorded September 5, 2017 as Instrument No. 408478, with amendment to construction timeline recorded March 7, 2019 as Instrument 419568 (collectively the “**Third Amendment**”).

Recording Requested By and
When Recorded Return to:

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

Instrument # 408478
VALLEY COUNTY, CASCADE, IDAHO
9-5-2017 08:28:18 AM No. of Pages: 8
Recorded for : CITY OF MCCALL
DOUGLAS A. MILLER Fee: 0.00
Ex-Officio Recorder Deputy
Index to: MISCELLANEOUS RECORD

For Recording Purposes Do
Not Write Above This Line

**THIRD AMENDMENT TO
DEVELOPMENT AGREEMENT
WHITETAIL PUD**

This Third Amendment To Development Agreement, hereinafter referred to as “the **Third Amendment**”, is entered into by and between the **City of McCall**, a municipal corporation of the State of Idaho, hereinafter referred to as the “**City**”, and **Shore Lodge Whitetail LLC**, hereinafter referred to as “**Whitetail**”, whose address is 501 W. Lake Street, McCall, ID 83638, and who is the owner of the Whitetail Planned Unit Development (the “**PUD**”), as the same is platted of record with Valley County, save and except the lots within the PUD that have been sold to third parties.

WHEREAS, the City and Whitetail, A Club For All Seasons, LLC entered into that certain Development Agreement, which was filed of record with the Office of Recorder of Valley County, Idaho on August 3, 2005 as Instrument No. 298488 (the “**Agreement**”).

WHEREAS, the City and Whitetail, A Club For All Seasons, LLC entered into that certain First Amendment to Development Agreement, which was filed of record with the Office of Recorder of Valley County, Idaho on August 25, 2006 as Instrument No. 312604 (the “**First Amendment**”).

WHEREAS, the City and Sabala Whitetail, LLC entered into that certain Second Amendment to Development Agreement, which was filed of record with the Office of Recorder of Valley County, Idaho on May 31, 2012 as Instrument No. 369651 (the “**Second Amendment**”).

WHEREAS, Sabala Whitetail LLC purchased the unsold portions of the PUD from Whitetail, A club for All Seasons, LLC. Sabala Whitetail LLC has since changed its name to Shore Lodge Whitetail LLC.

WHEREAS, approval of Subdivision Final Plat for Shore Lodge Cottages, which is located within the PUD, has been granted by the McCall Planning and Zoning Commission, as SUB-17-01 (“**Shore Lodge Cottages**”).

WHEREAS, the said approval contained various conditions regarding which the City and Whitetail have reached agreement and which agreement the City and Whitetail desire to memorialize.

WHEREAS, the parties wish to extend deadlines included in the Second Amendment for completion of improvements in Phase 1A.

WHEREFORE, the City of McCall and Whitetail do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations herein set forth, do agree as follows:

**ARTICLE I
LEGAL AUTHORITY**

- 1.1 This Third Amendment is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and McCall City Code, Title 9, Chapter 6.

**ARTICLE II
SITWORK, GRADING AND STORMWATER MANAGEMENT**

- 2.1 Whitetail shall complete the sitework, grading and stormwater management improvements for Shore Lodge Cottages, pursuant to the specifications of the City of McCall, as depicted in the approved construction plans. Whitetail shall be responsible for 100% of the cost of construction of the sitework, grading and stormwater management.

**ARTICLE III
WATER, SEWER AND IRRIGATION**

- 3.1 Whitetail shall construct the service connections for water, sewer and irrigation services for the Shore Lodge Cottages, pursuant to the specifications of the City of McCall. Whitetail shall complete the construction of the water infrastructure before any building permits are issued. the construction of the sewer service connections must be completed before any certificates of occupancy are granted for the shore lodge cottages. Whitetail shall be responsible for 100% of the cost of construction of irrigation and the water and sewer service connections.

**ARTICLE IV
ROADWAY AND ACCESS**

- 4.1 Whitetail shall complete the installation of roadway and access improvements to Shore Lodge Cottages, pursuant to the specifications of the City of McCall, as depicted in the approved construction plans. Whitetail shall be responsible for 100% of the cost of construction of the roadway and access improvements.

**ARTICLE V
POWER AND PHONE**

- 5.1 Whitetail shall complete the installation of power and telephone to Shore Lodge Cottages, pursuant to the specifications of Idaho Power and Frontier Communications. Whitetail shall be responsible for 100% of the cost of construction of the power and telephone improvements.

**ARTICLE VI
TRAFFIC AND LIGHTING**

- 6.1 Whitetail shall complete traffic and lighting improvements for Shore Lodge Cottages, pursuant to the specifications of the City of McCall, as depicted in the approved construction plans. Whitetail shall be responsible for 100% of the cost of construction of the traffic and lighting improvements.

**ARTICLE VII
MISCELLANEOUS**

- 7.1 Whitetail shall complete Mobilization, and the Special Provisions for Irrigation/Landscaping, Wetlands Mitigation, Materials Testing, Civil Construction Observation, Documentation and As-builts, Compaction Testing and Documentation, and the Emergency Access Gate, pursuant to the specifications of

the City of McCall, as depicted in the approved construction plans. Whitetail shall be responsible for 100% of the cost to complete such improvements.

ARTICLE VIII FINANCIAL ASSURANCES

- 8.1 The improvements described at Articles II through VII of this Third Amendment shall be collectively referred to as the “**Improvements**”. **Exhibit A** provides the detail for the improvements described at Articles II through VII above, as follows:
- **Sitework, Grading and Stormwater Management:** This includes Division 200 – Earthwork, Division 600 – Culverts and Storm Drains and Division 1000 – Construction Stormwater BMPs.
 - **Water, Sewer and Irrigation:** This includes Division 300 – Trenching, Division 400 – Water Pipe and Fittings, Division 500 – Sewer, Division 900, and portions of Division 2000 – Miscellaneous.
 - **Roadway and Access:** This includes Division 800 – Aggregates and Asphalt.
 - **Power and Phone:** These items are listed under the Special Provisions.
 - **Traffic and Lighting:** This includes Division 1100 – Traffic and the Special Provision for Site Lighting.
 - **Miscellaneous:** This includes Mobilization, and the Special Provisions for Irrigation/Landscaping, Wetlands Mitigation, Materials Testing, Civil Construction Observation, Documentation and As-builts, Compaction Testing and Documentation, and the Emergency Access Gate as listed at **Exhibit A**.
- 8.2 Whitetail shall guarantee 125% of the estimated cost to complete all of the Improvements that are not yet completed and have not been prepaid, as detailed at the attached **Exhibit A**, in accordance with the provisions of MCC §3.10.10, as follows:
- 8.2.1 The estimated cost to complete the Improvements is **(\$1,475,921.70)**, as shown at **Exhibit A**. 125% of that sum (i.e., **\$1,844,902.13**) will be guaranteed by Whitetail prior to Final Plat recordation by means of a cash escrow account in accordance with the terms of MCC §3.10.10.
- 8.2.2 In the event that Whitetail completes any line item detailed at the attached **Exhibit A**, 125% of the Extended Price for that line item shall be disbursed to Whitetail even if the actual cost to complete such line item is less than 125% of the Extended Price.
- 8.3 **Completion Dates.**
- 8.3.1 The Improvements described herein shall be completed by Whitetail not later than December 31, 2018.
- 8.3.2 Completion of the Phase 1A potable water system, sewer system, power, telecommunications and road improvements described at Section 7.1 of the Second Amendment shall be extended from December 31, 2017 to December 31, 2019.

ARTICLE IX CONTINUING EFFECT OF THE AGREEMENT

- 9.1 Except as expressly modified by the terms of this Third Amendment, the Agreement and the First Amendment and the Second Amendment shall remain fully in force and binding on the parties according to their terms.

**ARTICLE X
MISCELLANEOUS**

- 10.1 This Agreement may be modified only by means of a subsequently executed and acknowledged written agreement.
- 10.2 In the event Whitetail fails to comply with the commitments set forth herein, within one hundred twenty (120) days of written notice of such failure from the City, in addition to any other remedies which the City may have available to it, the City shall have the right, without prejudice to any other rights or remedies, to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Third Amendment, and to collect the direct costs associated with such action from Whitetail. Notwithstanding the foregoing, the City shall have the right, but not the obligation, to cure such default.
- 10.3 In the event that a judicial dispute arises regarding the enforcement or breach of this Agreement, then the prevailing party in such dispute shall be entitled to recover its attorney's fees and costs reasonably incurred, including fees and costs incurred on appeal.
- 10.4 After its execution, this Third Amendment shall be recorded in the office of the Valley County Recorder, at the expense of Whitetail. Each commitment and covenant contained in this Agreement shall constitute a burden on, shall be appurtenant to, and shall run with the Shore Lodge Cottages. This Third Amendment shall be binding on the City and Whitetail and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns; provided, however, that if all or any portion of the Shore Lodge Cottages is divided, each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels or lots within the Shore Lodge Cottages. Whitetail shall not be relieved of its responsibilities and duties under this Agreement absent an agreement with the City which designates a successor to Whitetail, who accepts such responsibilities and duties as are then remaining.
- 10.5 Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below:

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

Whitetail: Shore Lodge Whitetail LLC
 501 West Lake Street
 McCall, Idaho 83636

With copy to:
Amy Pemberton
Millemann Pittenger & Pemberton LLP
PO Box 1066
McCall, ID 83638

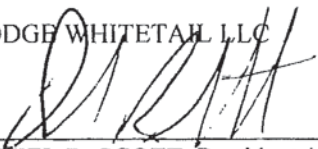
or such other addresses and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

10.6 The parties acknowledge that there is a pending judicially approved annexation and transfer of the entire City sewer system by and to the Payette Lakes Recreational Water & Sewer District (the "District"), which is scheduled to close on or before August 31, 2017 (the "Annexation Date"). Effective on such date, the District will be the party of interest with regard to all of the sewer related improvements referenced in this Agreement. Accordingly, Whitetail and the City acknowledge and agree that upon completion of the annexation, all rights and responsibilities between Whitetail and the City included in this Agreement and pertaining to the sewer system shall be deemed assigned and transferred to the District. This assignment shall not affect any rights and responsibilities of Whitetail and the City as to other elements of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, effective as of the day and year of the last signature hereto.

WHITETAIL

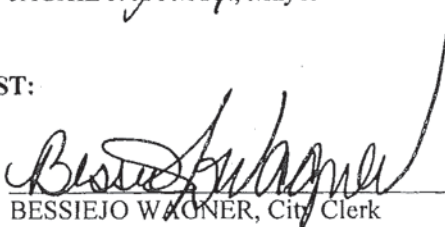
SHORE LODGE WHITETAIL LLC

By: 
DANIEL R. SCOTT, President / General Manager

CITY OF MCCALL

By: 
JACKIE J. RYMON, Mayor

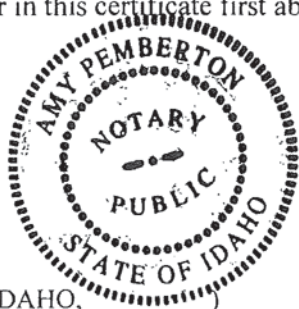
ATTEST:

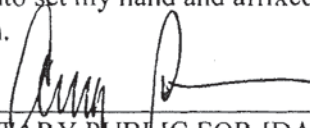
By: 
BESSIEJO WAGNER, City Clerk

STATE OF IDAHO)
) ss.
County of Valley)

On this 29th day of March, 2017, before me, a Notary Public in and for said State, personally appeared **DANIEL R. SCOTT**, known or identified to me to be the President and General Manager of **Shore Lodge Whitetail LLC**, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.






NOTARY PUBLIC FOR IDAHO
My Commission Expires: 5/9/2021

STATE OF IDAHO,
)ss
County of Valley.)

On this 31st day of August, 2017, before me, Shay Tyler, a Notary Public in and for said State, personally appeared **JACKIE J. AYMEN** and **BESSIEJO WAGNER**, known or identified to me to be the Mayor and the City Clerk of the **City of McCall, ID**, respectively, the Idaho municipal corporation that executed the instrument or the person that executed the instrument on behalf of said municipal corporation, and the person who attested the Mayor's signature to the instrument, and acknowledged to me that such municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.





NOTARY PUBLIC FOR IDAHO
My Commission Expires: 10/5/22

EXHIBIT A, Page 1

SHORE LODGE COTTAGES
OPINION OF PROBABLE CONSTRUCTION COST
 Based upon Final Design Plans dated June 26, 2017

Prepared by: Crestline Engineers, Inc.
 Date: 7/26/2017

No.	ISPCW Spec.	Description	Unit	Estimated Quantity	Unit Price	Estimated Cost
DIVISION 200 - EARTHWORK						
1	201.4.1.B.1	Clearing and Grubbing	LS	1	\$52,409.48	\$52,409.48
2	201.4.1.C.1	Removal of Obstructions	LS	1	\$79,456.43	\$79,456.43
3	201.4.1.E.1	Removal of 14" Irrigation Line	LF	670	\$5.72	\$3,832.40
4	202.4.1.D.1.A	Excavation and Embankment	LS	1	\$69,328.46	\$69,328.46
5	202.4.1.D.1.B	Lot Grading	SF	62,996	\$0.22	\$13,859.12
					SUBTOTAL	\$218,885.89
DIVISION 300 - TRENCHING						
6	307.4.1.F.1	Saw cut Type "P" (Asphalt Roadway)	LF	75	\$1.50	\$112.50
7	307.4.1.G.3	Type "P" Surface Restoration (Asphalt Roadway with Pavement Fabric)	SY	10	\$92.00	\$920.00
					SUBTOTAL	\$1,032.50
DIVISION 400 - WATER PIPE AND FITTINGS						
8	401.4.1.A.1.A	Water Main Pipe - 6" - Water Class PVC (Includes pipe bedding, excavation, backfill)	LF	1,277	\$18.60	\$23,745.69
9	401.4.1.A.1.A	Water Main Pipe - 8" - Water Class PVC (Includes pipe bedding, excavation, backfill)	LF	930	\$25.00	\$23,250.00
10	401.4.1.B.1.A	Valves, Bend, & Fittings - Water Class PVC (35% of water pipe cost)	LS	1	\$16,449.89	\$16,449.89
11	401.4.1.B.1.B	Connect to Existing Main Line	EA	2	\$2,346.50	\$4,693.00
12	403.4.1.A.1.A	Fire Hydrant	EA	3	\$5,291.68	\$15,875.04
13	404.4.1.A.1.B	Water Service Pipe, Size 3/4" Polyethylene, 200 psi	LF	35	\$17.70	\$619.50
14	404.4.1.A.1.B	Water Service Pipe, Size 1" Polyethylene, 200 psi	LF	510	\$19.70	\$10,047.00
15	404.4.1.A.1.E	Water Service Connection, Single Service	EA	1	\$1,426.49	\$1,426.49
16	404.4.1.A.1.E	Water Service Connection, Double Service	EA	11	\$1,926.48	\$21,191.28
					SUBTOTAL	\$117,301.89
DIVISION 500 - SEWER						
17	501.4.1.A.1	Sewer Main Pipe - 8" SDR 35 (Includes pipe bedding, excavation, backfill)	LF	375	\$37.64	\$14,115.00
18	502.4.1.A.1.A	Sanitary Sewer Manhole - Type A	EA	2	\$2,909.30	\$5,818.60
19	504.4.1.A.1	Sewer Service Line - 4" SDR 35 (Includes pipe bedding, excavation, backfill)	LF	1,185	\$22.00	\$26,070.00
20	504.4.1.B.1.A	Sewer Service Connection	EA	14	\$250.41	\$3,505.74
21	504.4.1.B.1.B	Sewer Service Connection (Existing main line)	EA	9	\$400.60	\$3,605.40
22	504.4.1.D.1	Connect to Existing Main Line	EA	1	\$2,561.66	\$2,561.66
					SUBTOTAL	\$55,676.40
DIVISION 600 - CULVERTS AND STORM DRAINS						
23	601.4.1.A.9	Storm Drain/Culvert/Gravity Irrigation Pipe - 12" SDR 35	LF	310	\$39.47	\$12,235.70
24	601.4.1.A.9	Storm Drain/Culvert/Gravity Irrigation Pipe - 15" SDR 35	LF	135	\$49.47	\$6,678.45
25	602.4.1.S.1	Flared End Section - 12"	EA	16	\$105.84	\$1,693.44
26	602.4.1.S.1	Flared End Section - 15"	EA	6	\$115.84	\$695.04
27	602.2.1.T.1	Riprap Outlet Protection	EA	22	\$541.62	\$11,915.64
					SUBTOTAL	\$33,218.27
DIVISION 900 - PRESSURE IRRIGATION						
28	901.4.1.A.1	Pressure Irrigation Main Pipe - 14" PVC (Includes fittings, bedding, excavation, backfill)	LF	975	\$48.10	\$46,897.50
					SUBTOTAL	\$46,897.50
DIVISION 800 - AGGREGATES AND ASPHALT						
29	802.4.1.A.1.A	Crushed Aggregate Base, Type I (3/4") (Under roads, 4" thickness)	CY	615	\$56.71	\$34,876.65
30	802.4.1.A.1.B	Crushed Aggregate Base, Type II (2") (Under roads, assume 13" thickness)	CY	1,995	\$27.04	\$53,944.80
31	802.4.1.A.1.C	Final Subgrade Preparation (Roadway)	SF	49,690	\$0.13	\$6,459.70
32	802.4.1.A.1.D	Gravel Access Road	SF	1,745	\$2.22	\$3,873.90
33	810.4.1.A.1.A	Hot Mix Asphalt Pavement (3" thickness)	TON	756	\$102.72	\$77,656.32
34	810.4.1.A.1.B	Pathway (Subgrade, 4" base, 2.5" asphalt)	SF	5,514	\$3.18	\$17,534.52
35	810.4.1.A.1.B	Sustainable Paver System	LS	1	\$17,500.00	\$17,500.00
					SUBTOTAL	\$211,845.89
DIVISION 1000 - CONSTRUCTION STORMWATER BMPs						
36	1001.4.1.A.1	Erosion & Sediment Control/SWPPP	LS	1	\$10,590.94	\$10,590.94
37	1005.4.1.H.1.A	Keystone Block Retaining Wall (8' average height)	LF	400	\$232.30	\$92,920.00
38	1005.4.1.H.1.B	Boulder Slope Stabilization	CY	500	\$170.52	\$85,260.00
39	1007.4.1.B.1	Seeding/Mulching (assume 25% of area to be revegetated)	LS	1.00	\$25,000.00	\$25,000.00
					SUBTOTAL	\$213,770.94
DIVISION 1100 - TRAFFIC						
40	1103.4.1.A.1	Construction Traffic Control	LS	1	\$3,166.80	\$3,166.80
41	1104.4.1.B.1	Permanent Pavement Markings (crosswalks and parking)	SF	250	\$350.00	\$87,500.00
42	1105.4.1.E.1	Permanent Signing, Post, and Anchor	EA	6	\$350.00	\$2,100.00
					SUBTOTAL	\$92,766.80
DIVISION 2000 - MISCELLANEOUS						
43	2010.4.1.A.1	Mobilization	LS	1	\$18,810.10	\$18,810.10
44	2030.4.1.A.1	Manhole, Type A, Adjust to Grade	EA	2	\$401.94	\$803.88
45	2030.4.1.C.1	Valve Box, Type Water, Adjust to Grade	EA	6	\$401.94	\$2,411.64
					SUBTOTAL	\$22,025.62

EXHIBIT A, Page 2

SHORE LODGE COTTAGES
OPINION OF PROBABLE CONSTRUCTION COST
 Based upon Final Design Plans dated June 26, 2017

Prepared by: Crestline Engineers, Inc.
 Date: 7/26/2017

No.	ISPWC Spec.	Description	Unit	Estimated Quantity	Unit Price	Estimated Cost
		SPECIAL PROVISIONS				
46	SP-1	Telephone	LS	1	\$10,000.00	\$10,000.00
47	SP-2	Power	LS	1	\$100,000.00	\$100,000.00
48	SP-3	Irrigation System	LS	1	\$75,000.00	\$75,000.00
49	SP-4	Landscaping (berm shaping, trees, grass, revegetate, etc.)	LS	1	\$75,000.00	\$75,000.00
50	SP-5	Wetlands Mitigation	LS	1	\$40,000.00	\$40,000.00
51	SP-6	Civil Construction Observation, Documentation and As-builts	LS	1	\$75,000.00	\$75,000.00
52	SP-7	Materials/Compaction Testing and Documentation	LS	1	\$45,000.00	\$45,000.00
53	SP-8	Emergency Access Gate	LS	1	\$7,500.00	\$7,500.00
54	SP-9	Site Lighting	LS	1	\$35,000.00	\$35,000.00
					SUBTOTAL	\$462,500.00

Construction Estimate Subtotal	\$1,475,921.70
Total Construction Subtotal	\$1,475,921.70
Contingency (25%)	\$368,980.43
Total Construction Estimate	\$1,844,902.13

NOTES:

- Quantities are based on final design plans submitted to the City of McCall and the IDEQ. Quantities and the associated costs may change upon additional engineering and/or based upon potential review comments.
- Estimated Cost is based upon 2017 unit prices obtained from Granite Excavation, Inc.
- Per the City of McCall July 18, 2017 conditional approval, sanitary sewer will gravity flow to the City of McCall sewer system and with no major upgrades to the existing system and domestic water will connect to City of McCall water system with no major upgrades to the existing system as well.
- Special Provisions items include estimated costs and are listed for budgetary purposes only. Actual estimates for these items are encouraged.
- Estimate does not include cost associated with the materials for the driveways from road to proposed buildings.
- Estimate does not include costs associated with water and sewer service connections or extensions from stub out/meter to proposed buildings.
- Estimate does not include costs associated with City of McCall water and sewer connection fees.
- Estimate does not include costs associated with propane systems or design.
- Estimate does not include costs associated with offsite improvements.

Instrument # 419568

VALLEY COUNTY, CASCADE, IDAHO
3-7-2019 08:34:39 AM No. of Pages: 3
Recorded for : CITY OF MCCALL
DOUGLAS A. MILLER Fee: 0.00
Ex-Officio Recorder Deputy
Index to: AGREEMENT



Recording Requested By and
When Recorded Return to:

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

For Recording Purposes Do
Not Write Above This Line

**AMENDMENT TO
THIRD AMENDMENT TO
DEVELOPMENT AGREEMENT
WHITETAIL PUD**

This Amendment to Third Amendment To Development Agreement, hereinafter referred to as the "**Amendment to the Third Amendment**", is entered into by and between the **City of McCall**, a municipal corporation of the State of Idaho, hereinafter referred to as the "**City**", and **Shore Lodge Whitetail LLC**, hereinafter referred to as "**Whitetail**", whose address is 501 W. Lake Street, McCall, ID 83638, and who is the owner of the Whitetail Planned Unit Development (the "**PUD**"), as the same is platted of record with Valley County, save and except the lots within the PUD that have been sold to third parties.

WHEREAS, the City and Shore Lodge Whitetail, LLC entered into that certain Third Amendment to Development Agreement, which was filed of record with the Office of Recorder of Valley County, Idaho on September 5, 2017 as Instrument No. 408478 (the "**Third Amendment**").

WHEREAS, the Third Amendment addressed various conditions regarding the City's approval of the Subdivision Final Plat for Shore Lodge Cottages, SUB-17-01 ("**Shore Lodge Cottages**"), including the completion of certain Improvements by December 31, 2018.

WHEREAS, the parties wish to extend deadlines included in the Third Amendment for completion of Improvements in Shore Lodge Cottages.

WHEREFORE, the City of McCall and Whitetail do enter into this Amendment to Third Amendment and for and in consideration of the mutual covenants, duties and obligations herein set forth, do agree as follows:

1. Section 7.2.1, regarding the date for completion of the Shore Lodge Cottages Improvements, shall be deleted and replaced with the following:

7.2.1 The Shore Lodge Cottages Improvements described in the Third Amendment shall be completed by Whitetail not later than **December 31, 2019**.

2. The remainder of the terms of the Third Amendment shall remain in full force and effect.

v1-4-2019

Amendment to Third Amendment to Development Agreement – Shore Lodge Whitetail LLC and the City of McCall
Shore Lodge Cottages, Whitetail PUD Page 1 of 3

STATE OF IDAHO,)
)ss
County of Valley.)

On this 14 day of February, 2019, before me, a Notary Public in and for said State, personally appeared **JACKIE J. AYMOM** and **BESSIEJO WAGNER**, known or identified to me to be the Mayor and the City Clerk of the **City of McCall, ID**, respectively, the Idaho municipal corporation that executed the instrument or the person that executed the instrument on of behalf of said municipal corporation, and the person who attested the Mayor's signature to the instrument, and acknowledged to me that such municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



NOTARY PUBLIC FOR IDAHO
My Commission Expires: 10/5/22

Exhibit 7:

Fourth Amendment to Development Agreement, recorded August 1, 2018 as Instrument No. 415131 (the “**Fourth Amendment**”).

Recording Requested By and
When Recorded Return to:

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

Instrument # 415131

VALLEY COUNTY, CASCADE, IDAHO
9-1-2018 08:32:37 AM No. of Pages: 9
Recorded for : CITY OF MCCALL
DOUGLAS A. MILLER Fee: 0.00
Ex-Officio Recorder Deputy
Index to: AGREEMENT



For Recording Purposes Do
Not Write Above This Line

**FOURTH AMENDMENT TO
DEVELOPMENT AGREEMENT
WHITETAIL PUD**

This Fourth Amendment To Development Agreement, hereinafter referred to as “the **Fourth Amendment**”, is entered into by and between the **City of McCall**, a municipal corporation of the State of Idaho, hereinafter referred to as the “**City**”, and **Shore Lodge Whitetail LLC**, hereinafter referred to as “**Whitetail**”, whose address is 501 W. Lake Street, McCall, ID 83638, and who is the owner of the Whitetail Planned Unit Development (the “**PUD**”), as the same is platted of record with Valley County, save and except the lots within the PUD that have been sold to third parties.

WHEREAS, the City and Whitetail, A Club For All Seasons, LLC entered into that certain Development Agreement, which was filed of record with the Office of Recorder of Valley County, Idaho on August 3, 2005 as Instrument No. 298488 (the “**Agreement**”).

WHEREAS, the City and Whitetail, A Club For All Seasons, LLC entered into that certain First Amendment to Development Agreement, which was filed of record with the Office of Recorder of Valley County, Idaho on August 25, 2006 as Instrument No. 312604 (the “**First Amendment**”).

WHEREAS, the City and Sabala Whitetail, LLC entered into that certain Second Amendment to Development Agreement, which was filed of record with the Office of Recorder of Valley County, Idaho on May 31, 2012 as Instrument No. 369651 (the “**Second Amendment**”).

WHEREAS, the City and Shore Lodge Whitetail, LLC entered into that certain Third Amendment to Development Agreement, which was filed of record with the Office of Recorder of Valley County, Idaho on September 5, 2017 as Instrument No. 408478 (the “**Third Amendment**”).

WHEREAS, Sabala Whitetail LLC purchased the unsold portions of the PUD from Whitetail, A club for All Seasons, LLC. Sabala Whitetail LLC has since changed its name to Shore Lodge Whitetail LLC.

WHEREAS, approval of Subdivision Final Plat for The Fairways At Whitetail Club, which is located within the PUD, has been granted by the McCall Planning and Zoning Commission, as SUB-18-02 (“**The Fairways**”).

v6-11-2018

Fourth Amendment to Development Agreement between Whitetail and the City of McCall – Whitetail PUD

Page 1 of 7

WHEREAS, the said approval contained various conditions regarding which the City and Whitetail have reached agreement and which agreement the City and Whitetail desire to memorialize.

WHEREFORE, the City of McCall and Whitetail do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations herein set forth, do agree as follows:

**ARTICLE I
LEGAL AUTHORITY**

- 1.1 This Fourth Amendment is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and McCall City Code, Title 9, Chapter 6.

**ARTICLE II
SITWORK, GRADING AND STORMWATER MANAGEMENT**

- 2.1 Whitetail shall complete the sitework, grading and stormwater management improvements for The Fairways, pursuant to the specifications of the City of McCall, as depicted in the approved construction plans. Whitetail shall be responsible for 100% of the cost of construction of the sitework, grading and stormwater management.

**ARTICLE III
WATER, SEWER AND IRRIGATION**

- 3.1 Whitetail shall construct the service connections for water, sewer and irrigation services for The Fairways, pursuant to the specifications of the City of McCall. Whitetail shall complete the construction of the water service connections and the construction of the sewer service connections before any certificates of occupancy are granted for residences in The Fairways. Building permits may be obtained prior to completion of the water and sewer infrastructure, provided that following shall occur:
- 3.1.1 Prior to acceptance of the water infrastructure by the City of McCall and acceptance of the sewer infrastructure by the Payette Lakes Recreational Water & Sewer District, Whitetail shall not allow any physical connection to the water infrastructure without the prior approval of the City engineer. And,
- 3.1.2 Prior to acceptance of the sewer infrastructure by the Payette Lakes Recreational Water & Sewer District (the "**District**"), Whitetail shall not allow any physical connection to the sewer infrastructure without the prior approval of the District.
- 3.2 Whitetail shall be responsible for 100% of the cost of construction of irrigation and the water and sewer service connections.

**ARTICLE IV
ROADWAY AND ACCESS**

- 4.1 Whitetail shall complete the installation of roadway and access improvements to The Fairways, pursuant to the specifications of the City of McCall, as depicted in the approved construction plans. Whitetail shall be responsible for 100% of the cost of construction of the roadway and access improvements.

**ARTICLE V
POWER AND PHONE**

- 5.1 Whitetail shall complete the installation of power and telephone to The Fairways, pursuant to the specifications of Idaho Power and Frontier Communications. Whitetail shall be responsible for 100% of the cost of construction of the power and telephone improvements.

**ARTICLE VI
TRAFFIC AND LIGHTING**

- 6.1 Whitetail shall complete traffic and lighting improvements for The Fairways, pursuant to the specifications of the City of McCall, as depicted in the approved construction plans. Whitetail shall be responsible for 100% of the cost of construction of the traffic and lighting improvements.

**ARTICLE VII
MISCELLANEOUS**

- 7.1 Whitetail shall complete Mobilization, and the Special Provisions for Irrigation/Landscaping, Materials Testing, Civil Construction Observation, Documentation and As-builts, Compaction Testing and Documentation, and the Emergency Access Gate, pursuant to the specifications of the City of McCall, as depicted in the approved construction plans. Whitetail shall be responsible for 100% of the cost to complete such improvements.

**ARTICLE VIII
FINANCIAL ASSURANCES**

- 8.1 The improvements described at Articles II through VII of this Fourth Amendment shall be collectively referred to as the “**Improvements**”. **Exhibit A** provides the detail for the improvements described at Articles II through VII above.
- 8.2 Whitetail shall guarantee 125% of the estimated cost to complete all of the Improvements that are not yet completed and have not been prepaid, as detailed at the attached **Exhibit A**, in accordance with the provisions of MCC §3.10.10, as follows:
- 8.2.1 The estimated cost to complete the Improvements is **(\$2,495,194.01)**, as shown at **Exhibit A**. 125% of that sum (i.e., **\$3,118,992.51**) will be guaranteed by Whitetail prior to Final Plat recordation by means of a cash escrow account in accordance with the terms of MCC §3.10.10.
- 8.2.2 In the event that Whitetail completes any line item detailed at the attached **Exhibit A**, 125% of the Extended Price for that line item shall be

disbursed to Whitetail even if the actual cost to complete such line item is less than 125% of the Extended Price.

8.3 Completion Dates.

8.3.1 The Improvements described herein shall be completed by Whitetail not later than **December 31, 2019**.

**ARTICLE IX
CONTINUING EFFECT OF THE AGREEMENT**

9.1 Except as expressly modified by the terms of this Fourth Amendment, the Agreement and the First Amendment and the Second Amendment shall remain fully in force and binding on the parties according to their terms.

**ARTICLE X
MISCELLANEOUS**

10.1 This Agreement may be modified only by means of a subsequently executed and acknowledged written agreement.

10.2 In the event Whitetail fails to comply with the commitments set forth herein, within one hundred twenty (120) days of written notice of such failure from the City, in addition to any other remedies which the City may have available to it, the City shall have the right, without prejudice to any other rights or remedies, to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Fourth Amendment, and to collect the direct costs associated with such action from Whitetail. Notwithstanding the foregoing, the City shall have the right, but not the obligation, to cure such default.

10.3 In the event that a judicial dispute arises regarding the enforcement or breach of this Agreement, then the prevailing party in such dispute shall be entitled to recover its attorney's fees and costs reasonably incurred, including fees and costs incurred on appeal.

10.4 After its execution, this Fourth Amendment shall be recorded in the office of the Valley County Recorder, at the expense of Whitetail. Each commitment and covenant contained in this Agreement shall constitute a burden on, shall be appurtenant to, and shall run with The Fairways. This Fourth Amendment shall be binding on the City and Whitetail and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns; provided, however, that if all or any portion of The Fairways is divided, each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels or lots within The Fairways. Whitetail shall not be relieved of its responsibilities and duties under this Agreement absent an agreement with the City which designates a successor to Whitetail, who accepts such responsibilities and duties as are then remaining.

10.5 Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or

other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below:

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

Whitetail: Shore Lodge Whitetail LLC
501 West Lake Street
McCall, Idaho 83636

With copy to:
Amy Pemberton
Millemann Pittenger & Pemberton LLP
PO Box 1066
McCall, ID 83638

or such other addresses and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

10.6 The Fairways At Whitetail Club will utilize the Payette Lakes Recreational Water & Sewer District (the "**District**") sewer system. Therefore, the District is the party of interest with regard to all of the sewer related improvements referenced in this Agreement. Accordingly, Whitetail and the City acknowledge and agree that all rights and responsibilities between Whitetail and the City included in this Agreement and pertaining to the sewer system shall be deemed assigned and transferred to the District. This assignment shall not affect any rights and responsibilities of Whitetail and the City as to other elements of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, effective as of the day and year of the last signature hereto.

WHITETAIL


SHORE LODGE WHITETAIL LLC

By: _____



DANIEL R. SCOTT, President / General Manager

CITY OF MCCALL

By: 
JACKIE J. AYMON, Mayor

ATTEST:

By: 
for BESSIEJO WAGNER, City Clerk

STATE OF IDAHO)
) ss.
County of Valley)

On this 24th day of July, 2018, before me, a Notary Public in and for said State, personally appeared **DANIEL R. SCOTT**, known or identified to me to be the President and General Manager of **Shore Lodge Whitetail LLC**, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



[Signature]
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 4/23/2021

STATE OF IDAHO,)
)ss
County of Valley.)

On this 12 day of June, 2018, before me, Stacia Durrett, a Notary Public in and for said State, personally appeared **JACKIE J. AYMON** and **BESSIE JO WAGNER**, known or identified to me to be the Mayor and the ^{Deputy} City Clerk of the City of **McCall, ID**, respectively, the Idaho municipal corporation that executed the instrument or the person that executed the instrument on of behalf of said municipal corporation, and the person who attested the Mayor's signature to the instrument, and acknowledged to me that such municipal corporation executed the same. *Shay Tyler*

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



[Signature]
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 3/7/2024

EXHIBIT A TO THE DEVELOPMENT AGREEMENT
THE FAIRWAYS AT WHITETAIL CLUB - CIVIL SITE IMPROVEMENTS
OPINION OF PROBABLE CONSTRUCTION COST
Based upon IDEQ Approved Construction Plans dated May 31, 2018

Prepared by: Crestline Engineers, Inc.
Date: 5/31/2018, Revised 6/8/2018

No.	ISPWC Spec.	Description	Unit	Estimated Quantity	Unit Price	Estimated Cost
DIVISION 200 - EARTHWORK						
1	201.4.1.B.1	Clearing and Grubbing (Includes export/haul off if determined necessary)	CY	4,850	\$15.60	\$75,660.00
2	201.4.1.F.1	Removal of Trees (Stumps only)	LS	1	\$38,570.00	\$38,570.00
3	202.4.1.A.1.A	Excavation (Roadway)	CY	14,591	\$5.13	\$74,851.83
4	202.4.1.A.1.B	Embankment (Roadway)	CY	8,792	\$6.90	\$60,664.80
5	202.4.1.A.1.E	Excavation (Lot Building Pads)	CY	416	\$16.43	\$6,834.88
6	202.4.1.A.1.F	Embankment (Lot Building Pads)	CY	13,309	\$9.16	\$121,910.44
7	202.4.1.A.1.G	Final Subgrade Preparation (Lot Building Pads)	SF	137,126	\$0.07	\$9,598.82
8	202.4.1.A.1.H	Excavation (Detention Basins)	CY	1,618	\$10.17	\$16,455.06
9	202.4.1.A.1.I	Embankment (Detention Basins)	CY	136	\$32.86	\$4,468.96
10	202.4.1.A.1.J	Final Subgrade Preparation (Detention Basins)	SF	32,915	\$0.12	\$3,949.80
11	202.4.2.A.1	Boulder/Rock Excavation (Contingency item/cost, final cost to be negotiated based upon effort)	CY	350	\$165.97	\$58,089.50
					SUBTOTAL	\$471,054.09
DIVISION 300 - TRENCHING						
12	307.4.1.A.3	Miscellaneous Surface Restoration (Sod)	LF	166	\$52.34	\$8,688.44
13	307.4.1.G.3	Type "P" Surface Restoration (Asphalt Roadway with Pavement Fabric, including saw cut)	SY	10	\$256.10	\$2,561.00
					SUBTOTAL	\$11,249.44
DIVISION 400 - WATER PIPE AND FITTINGS						
14	401.4.1.A.1.A	Water Main Pipe - Size 6" - C900/C905 PVC (Includes pipe bedding, excavation, backfill)	LF	150	\$34.07	\$5,110.50
15	401.4.1.A.1.B	Water Main Pipe - Size 8" - C900/C905 PVC (Includes pipe bedding, excavation, backfill)	LF	3,200	\$27.23	\$87,136.00
16	401.4.1.A.1.C	Water Main Pipe - Size 12" - C900/C905 PVC (Includes pipe bedding, excavation, backfill)	LF	775	\$40.27	\$31,209.25
17	401.4.1.B.1.A	Valves, Bend, & Fittings - Water Class PVC	LS	1	\$31,804.99	\$31,804.99
18	401.4.1.B.1.B	Water Main Blow-off	EA	1	\$5,097.46	\$5,097.46
19	401.4.1.B.1.C	Connect to Existing Main Line	EA	2	\$1,313.66	\$2,627.32
20	403.4.1.A.1	Fire Hydrant	EA	6	\$6,288.55	\$37,731.30
21	404.4.1.A.1.A	Water Service Connection, Size 1", Single Service (Includes Service Pipe)	EA	34	\$2,505.31	\$85,180.54
22	404.4.1.A.1.B	Water Service Connection, Size 1 1/2", Single Service (Includes Service Pipe)	EA	5	\$4,746.84	\$23,734.20
23	404.4.1.A.1.D	Fire Service Connection, Size 1 1/2" (Includes Curb Stop, Curb Box, Valve Box and Pipe)	EA	5	\$1,495.74	\$7,478.70
24	404.4.1.A.1.E	Water Main Air/Vacuum Release Station (Includes 1 Bollard)	EA	1	\$9,167.55	\$9,167.55
					SUBTOTAL	\$326,277.81
DIVISION 500 - SEWER						
25	501.4.1.A.1	Sewer Main Pipe - Size 8" SDR 35 (Includes pipe bedding, excavation, backfill)	LF	3,730	\$39.14	\$145,992.20
26	502.4.1.A.1	Sanitary Sewer Manhole - Type A	EA	18	\$4,553.76	\$81,967.68
27	503.4.1.A.3	Service Line Clean-out - Size 4" (Includes valve box and concrete collar)	EA	5	\$551.31	\$2,756.55
28	504.4.1.D.1.A	Sewer Service Connection to Main - Size 4" (Includes Service Line)	EA	39	\$960.68	\$37,466.52
29	504.4.1.D.1.B	Connect to Existing Main Line	EA	2	\$1,113.60	\$2,227.20
30	507.4.1.H.1	Removal of Existing Sanitary Sewer Pipe and Manholes	EA	2	\$730.55	\$1,461.10
31	509.4.1.E.1	Bypass Sewage Pumping	LS	1	\$1,903.13	\$1,903.13
					SUBTOTAL	\$273,774.38
DIVISION 600 - CULVERTS AND STORM DRAINS						
32	601.4.1.A.9.A	Storm Drain/Culvert/Gravity Irrigation Pipe - Size 15" ADS N-12	LF	206	\$41.05	\$8,456.30
33	601.4.1.A.9.B	Storm Drain/Culvert/Gravity Irrigation Pipe - Size 24" ADS N-12	LF	70	\$69.12	\$4,838.40
34	602.4.1.S.1.A	Flared End Section - 15" Metal	EA	10	\$217.34	\$2,173.40
35	602.4.1.S.1.B	Flared End Section - 24" Metal	EA	2	\$378.72	\$757.44
36	602.4.1.T.1	Riprap Outlet Protection	EA	10	\$247.24	\$2,472.40
					SUBTOTAL	\$18,697.94
DIVISION 700 - CONCRETE						
37	706.4.1.F.1	Concrete Driveway Approach (Includes concrete color, rebar and crush aggregate base)	SY	21	\$114.19	\$2,397.99
					SUBTOTAL	\$2,397.99
DIVISION 800 - AGGREGATES AND ASPHALT						
38	802.4.1.A.1.A	Crushed Aggregate Base, Type I (3/4") (Under roads, 4" thickness)	CY	1,445	\$45.44	\$65,660.80
39	802.4.1.A.1.B	Crushed Aggregate Base, Type II (2") (Under roads, 13" thickness)	CY	4,542	\$38.90	\$176,683.80
40	802.4.1.A.1.C	Final Subgrade Preparation (Roadway)	SF	100,257	\$0.22	\$22,056.54
41	802.4.1.A.1.D	2" Gravel Shoulder	LF	6,900	\$2.12	\$14,628.00
42	810.4.1.A.1	Hot Mix Asphalt Pavement (Roadway, 3" thickness)	TON	1,661	\$105.85	\$175,816.85
					SUBTOTAL	\$454,845.99
DIVISION 1000 - CONSTRUCTION STORMWATER BMPs						
43	1001.4.1.A.1	Erosion & Sediment Control/SWPPP (BMP installation only)	LS	1	\$9,361.19	\$9,361.19
44	1001.4.2.B.1	Stabilized Construction Entrance	EA	2	\$1,798.14	\$3,596.28
45	1003.4.1.C.1.A	Silt Fence	LF	3,350	\$2.22	\$7,437.00
46	1003.4.1.C.1.B	Fiber Wattle	LF	2,148	\$2.21	\$4,747.08
47	1005.4.1.H.1.2	Boulder Slope Stabilization (1H:1V, contingency item/cost, unit price less if on-site available)	CY	500	\$170.52	\$85,260.00
48	1007.4.1.A.1.2	Topsailing (Slopes & Detention Basin, 3" thickness, final cost TBD if on-site material screened)	CY	1,890	\$48.66	\$91,967.40
49	1007.4.1.B.1	Seeding/Mulching	SF	156,960	\$0.09	\$14,126.40
					SUBTOTAL	\$216,495.35

EXHIBIT A TO THE DEVELOPMENT AGREEMENT
THE FAIRWAYS AT WHITETAIL CLUB - CIVIL SITE IMPROVEMENTS
OPINION OF PROBABLE CONSTRUCTION COST
Based upon IDEQ Approved Construction Plans dated May 31, 2018

Prepared by: Crestline Engineers, Inc.
Date: 5/31/2018, Revised 6/8/2018

No.	ISPWC Spec.	Description	Unit	Estimated Quantity	Unit Price	Estimated Cost
DIVISION 1100 - TRAFFIC						
50	1104.4.1.B.1	Permanent Pavement Markings	SF	250	\$12.69	\$3,172.50
51	1105.4.1.E.1	Permanent Signing, Steel Post, and Anchor	EA	4	\$380.63	\$1,522.52
					SUBTOTAL	\$4,695.02
DIVISION 2000 - MISCELLANEOUS						
52	2010.4.1.A.1	Mobilization	LS	1	\$34,763.75	\$34,763.75
53	2010.4.1.A.1.2	Construction Survey/Staking	LS	1	\$23,751.00	\$23,751.00
54	2030.4.1	Concrete Collars/Adjust to Grade	LS	1	\$12,941.25	\$12,941.25
					SUBTOTAL	\$71,456.00
SPECIAL PROVISIONS						
55	SP-1	Telephone	LS	1	\$22,500.00	\$22,500.00
56	SP-2	Power	LS	1	\$225,000.00	\$225,000.00
57	SP-3	Irrigation System	LS	1	\$25,000.00	\$25,000.00
58	SP-4	Landscaping (berm shaping, trees, grass, revegetate, etc.)	LS	1	\$50,000.00	\$50,000.00
59	SP-5	Removal of Trees (Roadway, stumps only)	LS	1	\$54,000.00	\$54,000.00
60	SP-6	Permanent/Temporary Fencing and Emergency Access Gate	LS	1	\$70,000.00	\$70,000.00
61	SP-7	Miscellaneous Conduits/Sleeves for Future Utility Improvements	LS	1	\$10,000.00	\$10,000.00
62	SP-8	Civil Construction Observation, Documentation and As-builts	LS	1	\$75,000.00	\$75,000.00
63	SP-9	Materials/Compaction Testing and Documentation	LS	1	\$45,000.00	\$45,000.00
64	SP-10	Resident Project Representative Expenses	LS	1	\$67,750.00	\$67,750.00
					SUBTOTAL	\$644,250.00

Construction Estimate Subtotal	\$2,495,194.01
Total Construction Subtotal	\$2,495,194.01
Contingency (25%)	\$623,798.50
Total Construction Estimate	\$3,118,992.51

NOTES:

1. Quantities are based upon approved construction plans from the City of McCall, PLRWSD and IDEQ.
2. Estimated Cost is based upon 2018 unit prices obtained from Granite Excavation, Inc.
3. Estimate assumes sanitary sewer will gravity flow to the Payette Lakes Recreational Water and Sewer District sewer system and with no major upgrades to the existing system and domestic water will connect to City of McCall water system with no major upgrades to the existing system as well.
4. Special Provisions items include estimated costs and are listed for budgetary purposes only. Actual estimates for these items are encouraged.
5. Estimate does not include costs associated with logging or the sell of on-site merchantable timber.
6. Estimate does not include costs associated with the materials for the driveways or other site improvements from road to proposed townhome buildings.
7. Estimate does not include costs associated with water and sewer service connections or extensions from stub out/meter to proposed townhome buildings.
8. Estimate does not include costs associated with water and sewer connection fees.
9. Estimate does not include costs associated with propane systems or design.
10. Estimate does not include costs associated with off-site improvements.
11. Estimate may not include topsoil placement over all disturbed areas.

Rachel Santiago-Govier

From: brewersva@gmail.com
Sent: Thursday, January 21, 2021 8:34 AM
To: Morgan Bessaw; Rachel Santiago-Govier, City Planner
Cc: Anita Brewer
Subject: PUD 05-01 Development Agreement Amendment Whitetail

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

Dear Ms. Bessaw and Ms. Santiago-Govier:

My wife and I have been permanent residents of King's Pines Estates No. 1 since 2016. Since we built our home in 2010, we have been aware three key issues impacting our neighborhood generally and our home specifically.

1. Increased Large Truck Traffic: during construction season running from late May through mid-November, large tractor-trailer rigs are shuttling rocks and soil up and down Club Hill Blvd. Because it is a county road, we felt we had no recourse to the compression breaking and early morning high revving diesel engines as they climb the hill. The proposed Fifth Amendment and the Whitetail/King's Pines Agreement addresses this issue to our satisfaction.
2. Emergency Access: In the past four years, twice we have been snowed in with at least 16 inches of new snow in a 24 hour period. The county, though normally excellent, has been temporarily overwhelmed and slow to get to Club Hill Blvd. to open the roads. Whitetail historically has been more prompt clearing their roads and they plow right out to the intersection with Migratory Ridge. Having the ability to use the best available open route during a road-closing or emergency event would be a great asset to those of us living along the ridge line. The proposed Fifth Amendment and the Whitetail/King's Pines agreement addresses this issue.
3. Walking on Migratory Ridge: When we built in 2009-10, we occasionally would walk Migratory Ridge. Then, in 2014, we were informed by a Whitetail "guard" that walking or biking this ridge was not allowed. Subsequently, a bright (and obnoxious) RED light was added at the entrance. In our HOA meeting we were informed there had once been agreement to allow access to King's Pines residents on Migratory Ridge at the city P&Z meeting level, but that language never made it into the final Development Agreement. The proposed Amendment with the Whitetail/King's Pines agreement addresses this issue to our satisfaction.

Generally speaking, we are not in favor of gates on roadways, but we understand the need and desire of others to live behind them. With the conditions and provisions stated in the Whitetail POA and King's Pines 1 HOA Agreement, we will support the referenced Whitetail POA Fifth Amendment.

Vern and Anita Brewer
1418 Club Hill Blvd.
McCall, ID 83638
brewers@srvinet.com

Rachel Santiago-Govier

From: Sherri Campbell <[REDACTED]>
Sent: Thursday, January 21, 2021 1:17 PM
To: Morgan Bessaw
Subject: Gate on Migratory Ridge

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

Hello Morgan Bessaw

As full time McCall residents that lives on Migratory Ridge Way, we are not opposed to the installation of a gate off the Club Hill Road onto Migratory. We feel the addition of this gate is a positive.

Best regards,
Jim and Sherri Campbell
625 Migratory Ridge Way
McCall, ID 83638

Rachel Santiago-Govier

From: Greg Surabian [REDACTED]
Sent: Thursday, January 21, 2021 1:55 PM
To: Morgan Bessaw
Subject: Migratory Ridge matter to be considered by the Planning & Zoning Commission on Feb. 2, 2021

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

Dear Ms. Bessaw,

We're writing to affirm our support for a gate at the Migratory Ridge access to the Whitetail development.

As full-time residents of McCall, we're familiar with the limitations of the current arrangement and the efforts which have been made to recognize the interests of adjacent property owners.

Respectfully,

Greg and Julie Surabian
3904 Wolf Creek Court
McCall

January 20, 2021

City Hall
216 E. Park Street
McCall, ID 83638

Via Email

Re: Whitetail Gate Proposal on Migratory Ridge Rd. Fifth Amendment to the Whitetail PUD Development Agreement

McCall Planning & Zoning Commissioners:

Shore Lodge Whitetail LLC is proposing an amendment to the Whitetail Planned Unit Development Agreement that will impact King's Pines Estates I Subdivision (KPI). I am a resident and HOA board member of this subdivision. I am writing to express my support for the 5th amendment to the Whitetail Development agreement.

The impact of this amendment to KPI has been discussed with KPI Property owners, within the KPI Board, and in a meeting with "Whitetail" management and members of the Whitetail Property Owner's Association.

My support of this amendment is contingent upon the adoption of Articles III, IV, and VI, together and in their entirety. Article III of the amendment is intended to address current structural safety concerns of the intersection and Article IV, together with the attached Exhibit A, is intended to mitigate other impacts to KPI. Importantly, Article VI provides recourse for KPI if Whitetail fails to comply with the commitments.

Sincerely,

Stephen W. Cole

Stephen W. Cole

Morgan Bessaw

From: Rob Swikert [REDACTED]
Sent: Friday, January 22, 2021 2:27 PM
To: Morgan Bessaw
Subject: Support for Migratory Ridge Access

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

Ms. Bessaw,

We're writing to show our support for a gate at the Migratory Ridge access to the Whitetail development.

We are part-time residents of McCall, and understand that the current arrangement is not ideal and are in favor of the gate installation.

Thank you,

Rob & Janelle Swikert
318 Whitetail Dr
McCall, ID.

Rob Swikert
Mirage Trailers
rob@mirageinc.com
www.miragetrailers.com
P. 208-461-7776
F. 208-461-0025

Morgan Bessaw

From: Joe Wheeler [REDACTED]
Sent: Monday, January 25, 2021 10:57 AM
To: Morgan Bessaw
Subject: Migratory ridge " gate"

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

To : Morgan Bessaw

Hello !

My name is Joe Wheeler; my wife

(Jolene Wheeler)and I live at 617

Migratory Ridge in McCall Idaho.

We want to send this letter in support of putting in a gated entrance on the Migratory entrance.

We would be Very grateful if this could happen.

Thank you so much for giving this your consideration.

Sincerely Joe & Jolene Wheeler

Sent from my iPhone



January 22, 2021

Community Development Department, McCall City Hall
216 E. Park Street
McCall, ID 83638

Re: PUD 05-01 Whitetail Development Agreement Amendment

McCall Planning and Zoning Commissions:

I'm writing to express the Kings' Pines Estates 1 HOA support for the Fifth Amendment to the Development Agreement, Whitetail PUD, installing a gate on Migratory Ridge Way.

The current Whitetail Developer has committed to address issues that were dismissed by the former Whitetail Developer in their 2005 application. In 2005 the King's Pines 1 HOA opposed the Whitetail Development PUD proposal to construct an access point with a gate to Migratory Ridge Way from Club Hill Blvd. The opposition was driven by safety, truck traffic and walking access concerns.

Whitetails application to amend the development agreement addresses the following: 1) Reroute construction truck traffic entering the Whitetail PUD to entrances other than Club Hill Blvd. 2) Safety issues at the intersection of Club Hill Blvd and Migratory Ridge Way. 3) Provides emergency access through Whitetail for Kings Pines 1 owners in the event of wild fire or other natural disasters. 4) Provides walking access to Phase 2 of the Whitetail Development.

The Fifth Amendment to the Development Agreement and The Whitetail POA / King's Pines 1 HOA Agreement (Exhibit A) provides a win-win for both communities. The agreements are the result of a comprehensive, constructive neighborhood meeting on 11/17/20. We have agreed to mutually beneficial language that should have been in the original development agreement in 2005. The gate at Migratory Ridge Way will provide continuity and security for Whitetail homeowners and enhance the neighborhood quality of life for property owners in Kings Pines 1.

Our support is contingent upon the adoption of Articles III, IV, and VI together and in their entirety. Article III of the amendment is intended to address safety concerns at the intersection. Article VI provides recourse for Kings Pines 1 HOA if Whitetail fails to comply with the commitments.

Sincerely,

A handwritten signature in black ink that reads "Steve Clements". The signature is written in a cursive style.

Steve Clements
Kings Pines 1 HOA Board President

**McCall Area Planning and Zoning Commission
Staff Report**

DR-20-41
641 Stockton Dr.
Carpy Residence

February 2, 2021

Applicant: Charles Carpy
Agent: Owner
Application: Design Review for a Single-Family Residence in excess of 3,500 sq. ft.
Zoning: R1 – Residential 1 Acre

Description

A Design Review application to construct a residence with attached garage of approximately 5,100 sq. ft. The structure is designed as a large metal barn type structure with garage on half of the lower level, and residence on the remainder of the lower level and half of the upper level.

A building permit for the residence was for the structure on August 5, 2020. The permit was issued in error because it is a single-family residence in excess of 3,500 sq. ft. and should have first required design review approval by the McCall Area Planning and Zoning Commission.

A neighbor complaint on September 16, 2020 brought the issue to the attention of staff. After review, a letter was issued to the property owner on September 29, 2020 alerting them to the issue and letting them know that Design Review would still be required and that any further work on the project would be at their own risk because during review the Planning and Zoning Commission could request modifications to the structure.

Staff has been working with the property owner to provide all the necessary materials for a through DR application, however, there are still materials missing to allow for a complete and through review of the application including: a detailed site plan with drive and parking location and area calculations, maximum building height from existing grade, a site drainage and landscape plan, a completed Stormwater Application, and understandable elevations or photos for each building elevation.

Zoning: R1 –Residential One Acre Property Size: 1.16 acres (50,438 sq. ft.)

Lot Coverage: Per MCC 3.3.06, the allowable coverage for this parcel is 18.5% or 9,331 sq. ft. The proposed structure has a footprint of 3,366 sq. ft. leaving 17,000 sq. ft. available for drive and parking area. Because the parcel is accessed via a driveway easement on an adjacent parcel and very little driveway is needed on site, this appears to be more than sufficient, however, exact driveway dimensions requirements have yet to be provided.

Building Height: Per MCC 3.3.03, the maximum allowed height is 35 ft. The height to the eaves is 22 ft. It is unclear what the exact maximum height is to the roof peak, but it appears to be approximately 28 ft. in height.

Setbacks: Per MCC 3.3.03, the minimum required setbacks for this parcel are 25 ft. from the front property line, 15 ft. from either side property line, and 20 ft. from the rear property line. The applicant is

proposing setbacks of 64 ft. from the front and rear property lines, 50 ft. from the easterly side property line, and 21 ft. from the westerly side property line.

Design Guideline Narrative

Some design review considerations for the Commission to consider are:

1. Building Scale
2. Blank Walls
3. Adjacent Buildings and Uses
4. Enhance McCall Classic Styles
5. Wall Materials
6. Plants as Screening

Code Narrative

Per MCC 3.16.02, design review is required for single family residences in excess of 3,500 sq. ft.

Comments

Agency –

McCall City Engineer

In an email dated January 8, 2021, the City Engineer stated that there was not enough information available to provide a review and that Public Works will need a site drainage and landscape plan and a completed Stormwater Application before providing official comments on the application.

Payette Lakes Recreational Water and Sewer District (PLRWSD)

This application was submitted to the PLRWSD more than thirty (30) days prior to the McCall Area Planning and Zoning Commission's February 2, 2021 meeting. In an email dated December 17, 2021, the sewer district stated they had no comments on the application.

McCall Fire and EMS

In an email dated December 15, 2020, McCall Fire stated they had no comments on the application.

Central District Health (CDH)

In an email dated December 9, 2020, CDH stated that a septic permit was issued for the parcel on June 30, 2020.

Public –

In an email dated December 18, 2020, Teresa Cohen expressed her concern with the commercial appearance of the structure.

In an email dated January 7, 2021, neighbor Kim Apperson expressed her opposition to the project.

In an email dated January 12, 2021, Bob and Johanna Krahn expressed concerns regarding the project's drainage, snow storage, and aesthetics.

In an email dated January 21, 2021, Louis Beaudry expressed opposition to the project and the commercial appearance of the structure.

In a letter dated January 24, 2021, Robert and Kathleen O'Neil expressed their opposition to the application.

Next Steps

Staff recommends that the Commission continue the application and the public hearing to the March 2nd meeting to allow the applicant adequate time to provide additional materials. Staff also recommends that the Commission direct staff and the applicant as to what additional conditions or materials may be needed to help finalize a decision on the application. The Commission may also choose to consider whether a stop work order is appropriate to ensure that additional materials are provided in a timely fashion or whether conditioning all requirements on issuance of Certificate of Occupancy is sufficient.

Plans @ McCall, ID, US

216 East Park Street
McCall, Idaho 83638
P: (208) 634-7142
rsantiago-govier@mccall.id.us

Building Permit APPLICATION



Submittal Date: _____ Permit Number: _____

PROPERTY INFORMATION:

Site Address: Stockton St. or Parcel #: 1
Subdivision: West Place Block: _____ Lot: 15

PROPERTY OWNER INFORMATION:

Owner's Name: CHARLES A CARPY Phone: _____
Mailing Address: _____ Email: _____

APPLICANT INFORMATION (IF DIFFERENT FROM PROPERTY OWNER):

Applicant's Name: _____ Phone: _____
Mailing Address: _____ Email: _____

CONTRACTOR/REPRESENTATIVE INFORMATION:

Contact Name: CHARLES CARPY Business Name: _____
McCall Business License #: _____
Email: _____ Phone: _____ Idaho Contractor #: _____

ARCHITECT, ENGINEER, OR DESIGNER INFORMATION:

Contact Name: ALLIED STEEL Business Name: BRYON Talley
Email: btalley@alliedbuildings.com Phone: 509 233 7721 License #: _____

PROJECT DETAILS: to be filled out by applicant

Project Narrative or Description: 2 bedroom / 2 bathroom home
slab to grade / metal building

Project Square Footage (to be constructed, added or remodeled):

Occupied/Finished 3355 + Unoccupied/Unfinished _____

Residential				Commercial			
<input checked="" type="radio"/> New	Addition	Remodel	Repair	New	Addition	Remodel	Repair
	Accessory Structure				Accessory Structure		

Estimated Valuation of work to be done: 400,000

(building permit application continued)

PLEASE ANSWER ALL QUESTIONS:

Circle one

City Impact area

1. Where is the property located? *m^ccall*
City Impact area
2. Is the project on a public city street?
If yes, please contact Public Works at 208-634-8945 to obtain PW permit if you are connecting to water, constructing a driveway, or working in the City Right of Way. Yes No
3. Are you demoing a structure first?
If yes, and you are within the City Limits, submit the mandatory Demo Requirements Form with this application. Contact Payette Lakes Recreational Water and Sewer District 208-634-4111, if capping a sewer line. Yes No
4. Are you drilling a well?
If yes, please contact the Idaho Department of Water Resources for a Drilling Permit 208-334-2190 Yes No
5. Are you currently on or putting in a septic system?
If yes, please contact Central District Health Department at 208-634-7194, to obtain a Septic Permit. Yes No
6. Is the structure greater than 3,500 sq. ft.?
If yes, please obtain a Planning & Zoning Design Review application to submit for approval. Yes No
7. Is the property on a Scenic Route?
If yes, please obtain a Planning & Zoning Scenic Route and Design Review application to submit for approval. Yes No
8. Is the property in a Shoreline and River Environs Zone?
If yes, please obtain a Planning & Zoning Shoreline and Design Review application to submit for approval. Yes No
9. Does the project have HOA or Design Review Committee Approval?
If yes, please provide documentation with your application. Yes No
10. Does this project include an accessory structure over 1,500 square feet? Yes No

(building permit application continued)

ACKNOWLEDGMENTS:

Permit Number: _____

- Application must be submitted with hard copies of the plans, one full size and one 11 x 17, as well as electronic copies (pdfs).
- The US Environmental Protection Agency requires that renovation, repair, and painting projects that disturb lead-based paint in pre-1978 homes, childcare facilities, and schools must be performed by an EPA Certified Renovator working for an EPA Certified Firm and specific work practices must be implemented to prevent lead contamination. More information is available at 1-800-424-LEAD (5323) or <http://www2.epa.gov/lead>
- This application becomes null and void if not pursued in good faith within 180 days of submittal date.
- I certify that I have read and examined this application and all submittals and know the same to be true and correct. All provisions of laws and ordinances that govern this type of work will be complied with whether specified herein or not.
- Water connection fees are refundable within the first 180 days from the date of issuance and not refundable after 180 days for any circumstance. However, water connection fees paid ("credit") may be applied towards future water connection fees. This credit 'runs with the land' so it cannot be transferred to another property. The credit may be transferred from the existing property owner to a new property owner. The credit will be applied to the current water connection fees in effect at the time a new building permit is issued, and the new property owner will be responsible for paying the difference. Proof of payment is required for the water connection credit.

Signature _____



Date _____

7/7/20

FEES & APPROVALS:

Completed By City Staff

VALUATION OF WORK	Sub-Total	PLANNING DEPARTMENT	Yes
S/F Occupied Area @ \$200.00	\$	Application Number	
S/F (Upgrade of Above)	\$	Conditions Required	
S/F Un-Occupied Area @ \$100.00	\$	Approved by Planning Manager	<input type="checkbox"/>
Value used to Calculate Fee Total	\$	PUBLIC WORKS DEPARTMENT	
FEES	Sub-Total	Water ERU Count _____	
(Due Now) Application/Plan Check	\$	Approved by Department	<input type="checkbox"/>
Building Permit Calculated	\$	BUILDING DEPARTMENT	
Water Capitalization Fee _____	\$	Submittal Information Complete	<input type="checkbox"/>
Water Hook-up Fee _____	\$	Planning Report Complete/Approved	<input type="checkbox"/>
Public Works Permit	\$	Plans Check Complete/Approved	<input type="checkbox"/>
FEE TOTAL	\$	Approved by Building Official	<input type="checkbox"/>

Vicinity Map



1/26/2021, 9:30:08 PM

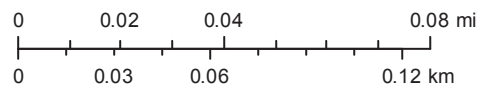
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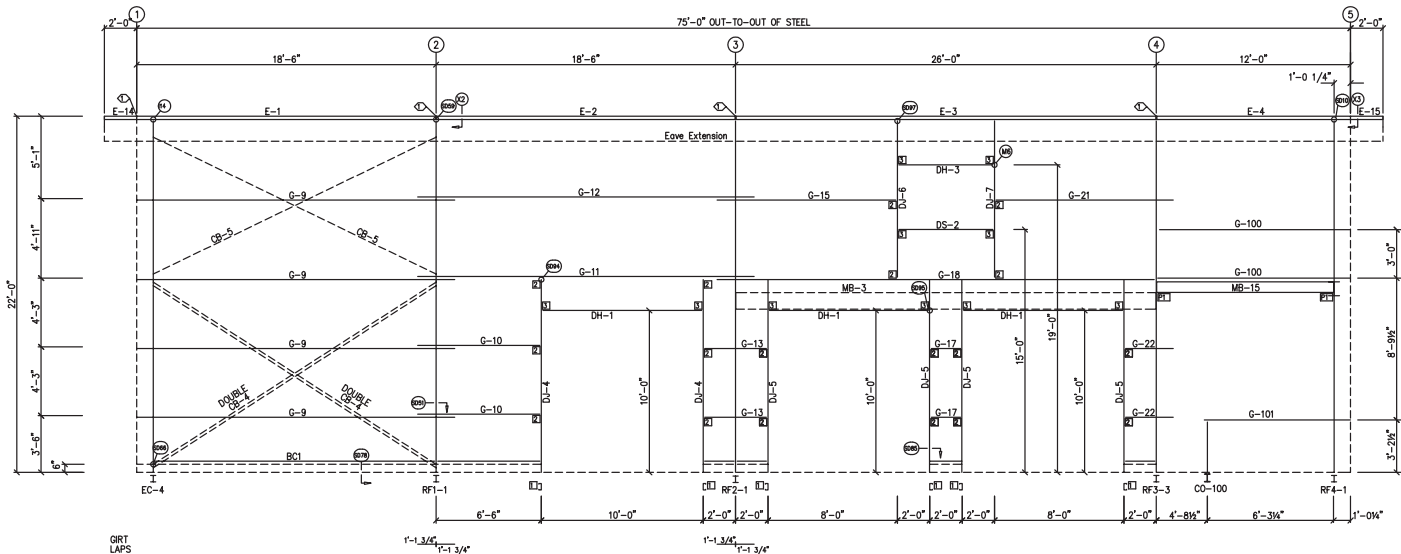
Address Points

Parcels

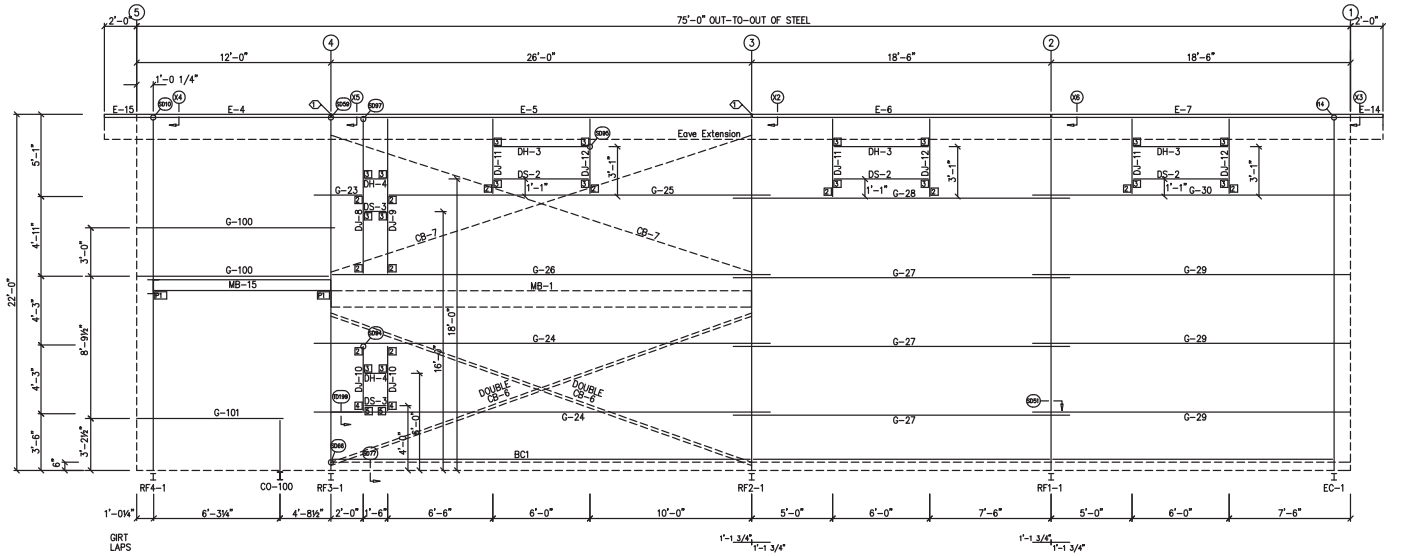
Parcel Updates Current

Road Centerlines





SIDEWALL FRAMING: FRAME LINE A



SIDEWALL FRAMING: FRAME LINE E

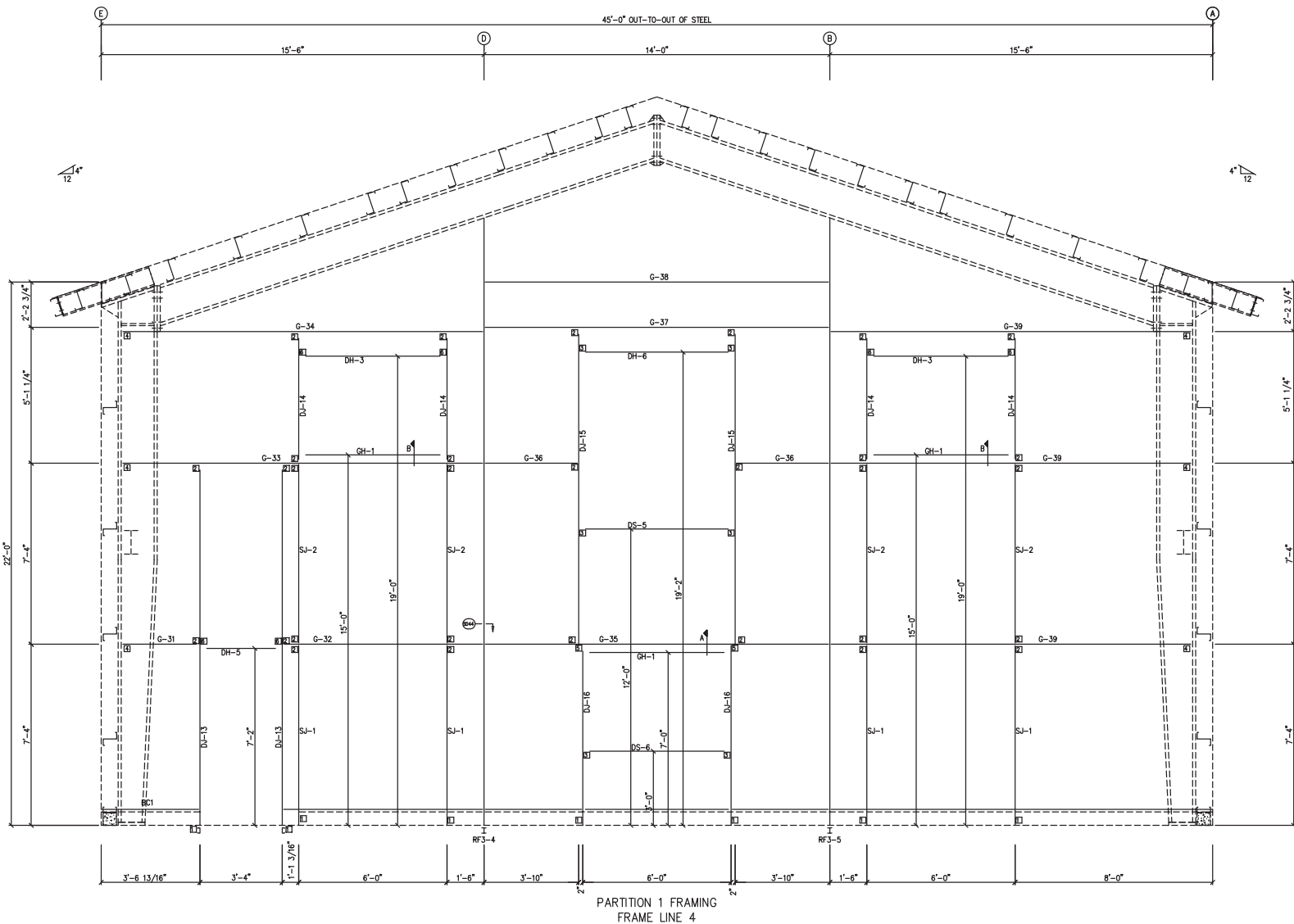
SPECIAL BOLTS						
Q ID	QUAN	TYPE	DIA	LENGTH	WASH	
1	2	A325	1/2"	1 1/4"	0	

PERIMETER BEAM BOLT TABLE						
FRAME LINE A & E						
Q ID	QUAN	TYPE	DIA	LENGTH	WASH	
P11	2	A325	5/8"	1 3/4"	0	

CONNECTION PLATES	
FRAME LINE A & E	
Q ID	MARK/PART
1	CL-104
2	CL-103
3	CL-100
4	1"
5	1/2"

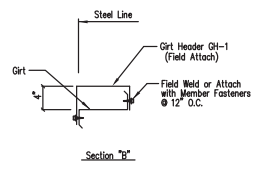
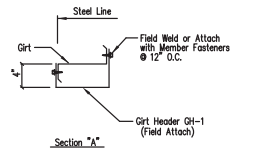
MEMBER TABLE	
FRAME LINE A & E	
MARK	PART
DJ-4	8X35C16
DJ-5	8X35C16
DJ-6	8X35C16
DJ-7	8X35C16
DJ-8	8X35C16
DJ-9	8X35C16
DJ-10	8X35C16
DJ-11	8X35C16
DJ-12	8X35C16
DH-1	8X25C16
DH-3	8X25C16
DH-4	8X25C16
DS-2	8X25C16
DS-3	8X25C16
E-1	10.50E12
E-2	10.50E12
E-3	10.50E12
E-4	10.50E14
E-5	10.50E12
E-6	10.50E12
E-7	10.50E12
E-14	10.50E12
E-15	10.50E14
G-9	8X25Z16
G-10	8X25Z16
G-11	8X25Z16
G-12	8X25Z16
G-13	8X25Z16
G-15	8X25Z16
G-17	8X25Z16
G-18	8X25Z16
G-21	8X25Z16
G-22	8X25Z16
G-23	8X25Z12
G-24	8X25Z12
G-25	8X25Z12
G-26	8X25Z12
G-27	8X25Z12
G-28	8X25Z12
G-29	8X25Z16
G-30	8X25Z16
G-100	8X35C16
G-101	8X35C16
CB-4	DRD1000
CB-5	RD1250
CB-6	RD1000
CB-7	RD1250
MB-1	W12X26
MB-3	W12X26
MB-15	WBX10
CO-100	WBX10

REVISIONS					CUSTOMER		ALLIED				
NO.	DATE	DESCRIPTION	BY	CHK'D	ADDRESS	PHONE	FAX				
S	5/26/20	FOR SCOPE	EM		Stockton st.	988-864-8666	866-783-3521				
A	6/22/20	FOR APPROVAL	AAK		OWNER OR PROJECT	alliedbuildings.com					
P	7/2/20	FOR PERMIT	AAK		CHUCK COPY	BUILDING SIZE 45,000 +/- SQ. FT. 22,000					
C	7/15/20	FOR CONSTRUCTION	M.O.		JOB SITE LOCATION	DESCRIPTION SIDEWALL ELEVATION					
					CAD BY	CHK'D BY	DATE	SCALE	JOB NO.	PHASE	SHEET NO.
							6/22/20	N.T.S.	401314-K		12



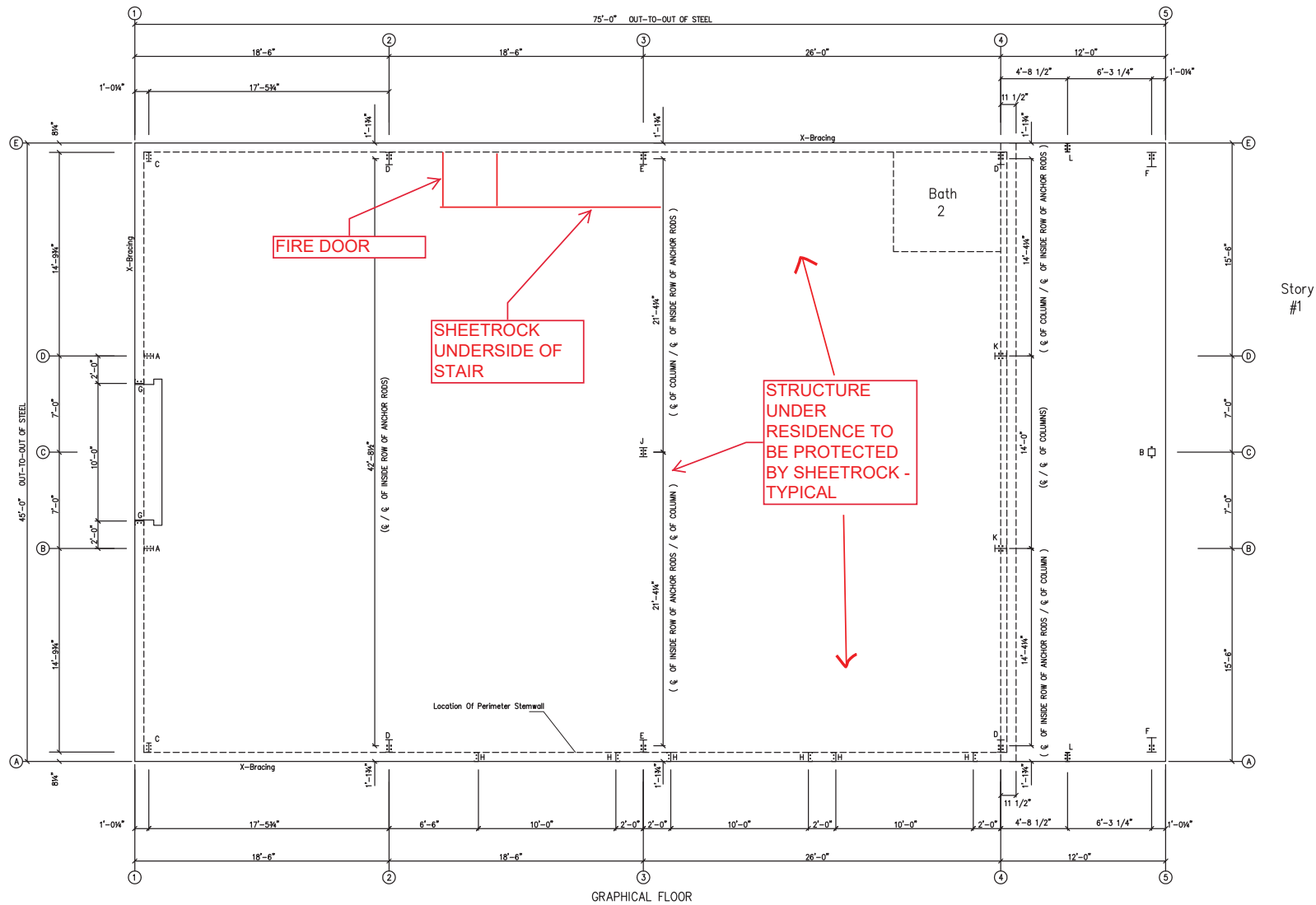
MEMBER TABLE	
PARTITION 1	
MARK	PART
DJ-13	8X35C16
DJ-14	8X35C16
DJ-15	8X35C16
DJ-16	8X35C16
DH-3	8X25C16
DH-5	8X25C16
DH-6	8X25C16
GH-1	17 7/8" x 14Go.
DS-5	8X25C16
DS-6	8X25C16
G-31	8X25Z16
G-32	8X25Z16
G-33	8X25Z16
G-34	8X25Z16
G-35	8X25Z16
G-36	8X25Z16
G-37	8X25Z16
G-38	8X25Z16
G-39	8X25Z16
SJ-1	8X25C16
SJ-2	8X25C16

CONNECTION PLATES	
PARTITION 1	
ID	MARK / PART
1	CL-104
2	CL-103
3	CL-100
4	d2
5	d3
6	CL-102



REVISIONS				CUSTOMER		ALLIED	
NO.	DATE	DESCRIPTION	BY	CK'D	ADDRESS	OWNER OR PROJECT	BUILDING SIZE
S	5/26/20	FOR SCOPE	EM	II	Stockton st.	Chuck Cory	45,000 ± 75,000 ± 2200
A	6/22/20	FOR APPROVAL	AAK	II			45,000 ± 75,000 ± 2200
P	7/2/20	FOR PERMIT	AAK	II			
C	7/15/20	FOR CONSTRUCTION	M.O.	II			
					CAD BY	CK'D BY	DATE
							6/22/20
							SCALE
							N.T.S.
							JOB NO.
							401314-K
							PHASE
							SHEET NO.
							14





Story #1

Notes:

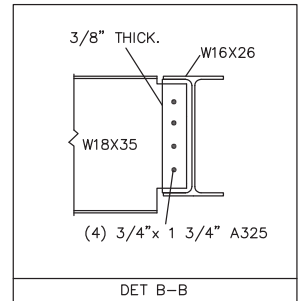
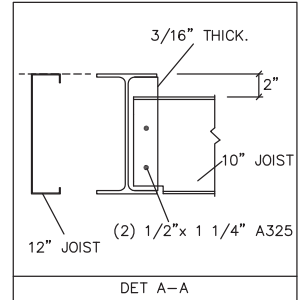
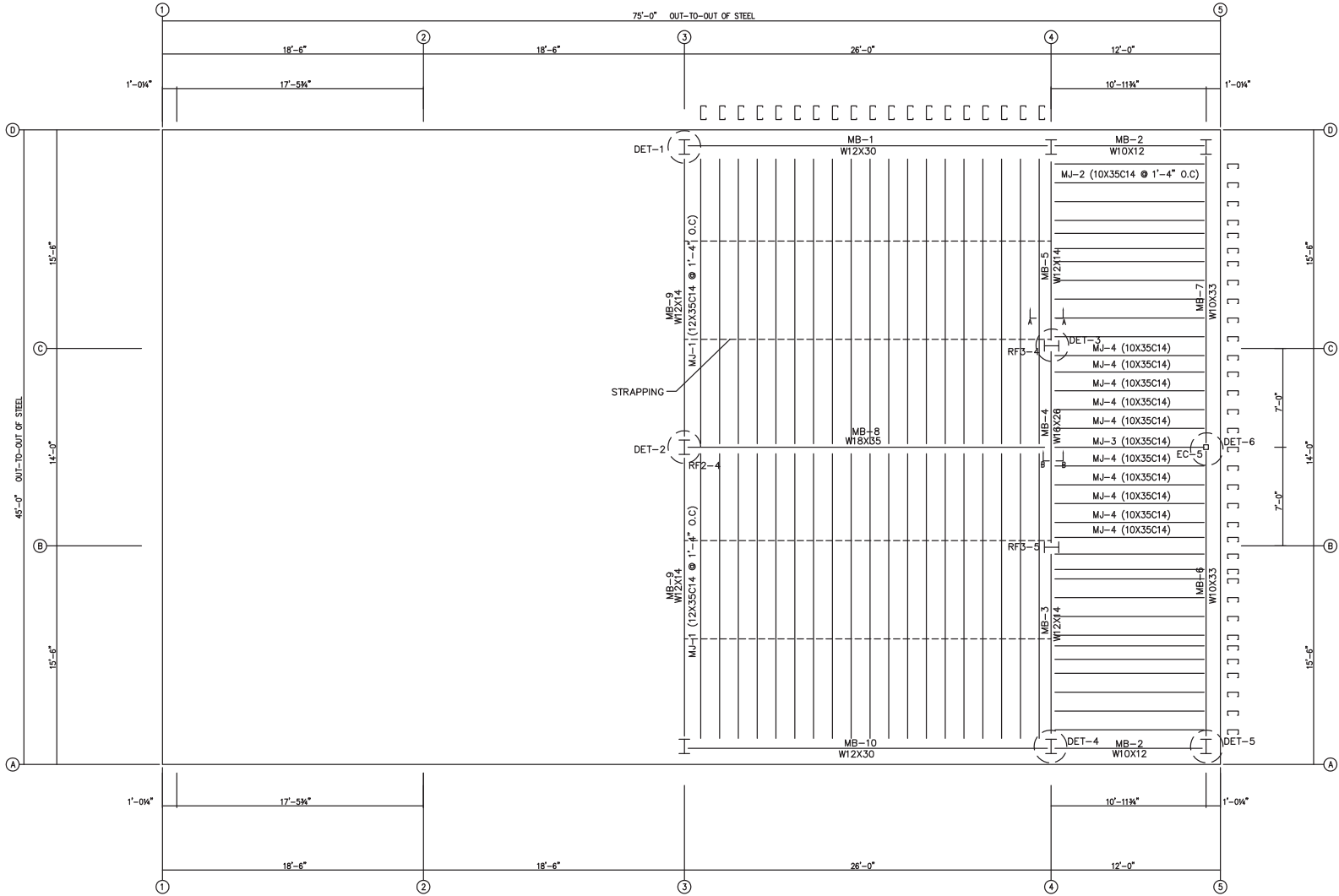
- 1- Interior partition framing is not provided by Allied except as expressly noted on the building order.
- 2- Allied is not responsible for the design, layout, or code compliance of the interior framing layout.

REVISIONS					CUSTOMER		ALLIED						
NO.	DATE	DESCRIPTION	BY	CHK'D	ADDRESS	OWNER OR PROJECT	JOB SITE LOCATION	CAD BY	CHK'D BY	DATE	SCALE	PHASE	SHEET NO.
S	5/26/20	FOR SCOPE	EM		Stockton st.	Chuck Copy				6/17/20	N.T.S.		021
A	6/15/20	FOR APPROVAL	EM										
P	7/2/20	FOR PERMIT	EM										
C	7/15/20	FOR CONSTRUCTION	M.O.										

PH: 888-864-8666
 Fax: 866-783-3521
 alliedbuildings.com

BUILDING SIZE 45,000 x 75,001 x 22,001
30,000 sq. ft. 30,000 sq. ft. 30,000 sq. ft.

JOB NO. 401314-K
 DESCRIPTION GRAPHICAL FLOOR
 PHASE
 SHEET NO. 021



REVISIONS					CUSTOMER Check Copy	
NO.	DATE	DESCRIPTION	BY	CK'D	ADDRESS	
S	5/26/20	FOR SCOPE	EM		Stockett st.	
A	6/22/20	FOR APPROVAL	AAK		OWNER OR PROJECT	Check Copy
P	7/2/20	FOR PERMIT	AAK		JOB SITE LOCATION	
C	7/15/20	FOR CONSTRUCTION	M.O.		CAD BY	CK'D BY
						DATE
						6/22/20
						SCALE
						N.T.S.
					BUILDING SIZE 45,000 x 75,000 x 22,000	
					DESCRIPTION MEZZANINE FLOOR FRAMING PLAN	
					JOB NO.	PHASE
					401314-K	15







PUBLIC HEARING NOTICE
The Board of Supervisors
of the County of...
will hold a public hearing on...
at the County Administration Center...
on the 15th day of...
at 10:00 AM.

















Rachel Santiago-Govier

From: Teresa Wolfenden [REDACTED]
Sent: Friday, December 18, 2020 10:22 AM
To: Pam Wissenbach
Cc: Morgan Bessaw; Michael Wissenbach; Chris Connolly; Mark Wolfenden; Bob Krahn; jkrahn86 [REDACTED]; Kimberly A Apperson
Subject: New Build Stockton

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

Hi, Morgan,

I'm writing to ask about the new structure going in on Stockton, directly south of May Road. The walls are going on today, and I'm surprised (and disappointed) at the outside appearance. This looks more like a warehouse than a residential structure.

What is the intended use of this structure? Is it indeed, residential, as it is zoned?

Is this structure compliant with lot size allowances -- it's quite tall, and enormous.

I'm again concerned about structures that encourage activities not appropriate for zoning in this area.

Thanks for any information you have on what's going on here.

Best,
Teresa

Rachel Santiago-Govier

From: Kimberly A Apperson [REDACTED]
Sent: Thursday, January 7, 2021 8:04 AM
To: Morgan Bessaw
Cc: Bonnie Makinson; Pam Wissenbach; Teresa Wolfenden; Michael Wissenbach
Subject: Re: Building on Parcel RP00288001015K

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

Hi Morgan,

Are you aware that work is continuing on this structure? the siding appears complete. It looks very industrial. I am very disappointed that McCall's building and planning departments have allowed, once again, such a large and unsightly structure to be built in our residential neighborhood.

What are your mitigation plans for this? Thank you, Kim

Kim Apperson
kimapperson@icloud.com
208-630-4776

On Dec 23, 2020, at 4:17 PM, Morgan Bessaw <mbessaw@mccall.id.us> wrote:

Hi Kim,

Sorry for the delay in response. I was trying to determine if the application was moving forward in January or not before responding. We have been working with the property owner to put together a Design Review package for the Planning and Zoning Commission to review. I am hopeful it will be heard during the February 2nd P&Z meeting. You will receive public noticing letting you know how to call into that meeting to provide comments once it is scheduled.

Sincerely,
Morgan Bessaw

From: Kimberly A Apperson <kimapperson@icloud.com>
Sent: Wednesday, December 9, 2020 12:47 PM
To: Morgan Bessaw <mbessaw@mccall.id.us>
Cc: Pam Wissenbach <pamwissenbach@gmail.com>; Michael Wissenbach <mjw.pra4snow@gmail.com>
Subject: Re: Building on Parcel RP00288001015K

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

Hi Morgan,

I see some activity at that new construction on Stockton Ln. I have not seen a notice for a design review hearing for it. Can you what is happening with that? Thanks much, Kim

Kim Apperson
kimapperson@icloud.com
208-630-4776

On Nov 3, 2020, at 3:57 PM, Morgan Bessaw <mbessaw@mccall.id.us> wrote:

Hello,
You are correct, the building official did issue a building permit for that structure without design review approvals. However, we have reached out to the property owner and let him know of the error and that he will still be required to submit for design review approvals. This will include a public notice so that neighbor concerns can be addressed. He is working on pulling those materials together, but I do not yet know which P&Z agenda he will be placed on. Please let me know if you have further questions.
Sincerely,
Morgan Bessaw

From: Pam Wissenbach <[REDACTED]>
Sent: Monday, November 2, 2020 2:13 PM
To: Morgan Bessaw <mbessaw@mccall.id.us>
Cc: Michael Wissenbach <[REDACTED]>; Kimberly A Apperson <[REDACTED]>
Subject: Building on Parcel RP00288001015K

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

Hello Morgan,

I am writing to you concerning a building under construction on Parcel RP00288001015K near the corner of South Samson Trail Road and Stockton. This area is zoned R1. This building is very large with several big bay doors that would accommodate commercial vehicles. Has this property applied for a CUP if a business is going to be housed there? (Hopefully there will be no business planned..) Did this building go through a design review since it is such a large structure? This building is quite out of character with the other residences in the area.

Thank you for your help in this matter. Maybe, someday soon, you can meet with this neighborhood for a fun topic!

--

Have a great day,

*Pam Wissenbach
280 May Road*

Rachel Santiago-Govier

From: Bob Krahn <[REDACTED]>
Sent: Tuesday, January 12, 2021 9:19 PM
To: Morgan Bessaw
Cc: Teresa Wolfenden; Pam Wissenbach; Kim Apperson; lewannball@frontier.com; Chris Connolly
Subject: Stockton road home

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

Hi Morgan,

I hear that the new home being built near Stockton Ln is going through design review in February and we have a few items that we feel should be addressed.

-The access road that connects to Stockton Ln was put in with no culverts to allow for natural water drainage. This needs to be corrected immediately as it will cause major problems if it is left until spring.

-Snow storage needs to be addressed. On 1/12/21, snow was pushed north across Stockton Ln and piled at the corner of May Rd and Stockton Ln. This could obstruct the view of drivers and cause an accident. The snow needs to be stored on their property.

-The structure itself looks to be all steel framing and siding. The northwest facing wall has 3 garage doors and 1 small window. Visually I would say this building looks more industrial or commercial than it does a single family home. Therefore we do not feel it fits in with the surrounding area.



Thank you for your consideration,
Bob and Johanna Krahn

Sent from my iPhone

Rachel Santiago-Govier

From: Lou Beaudry / Bonnie Makinson [REDACTED]
Sent: Thursday, January 21, 2021 10:39 AM
To: Morgan Bessaw
Subject: DR-20-44 681 Stockton Drive

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

McCall Area Planning and zoning Commission,

I would like to voice my opposition to the design of the new build on this property. I am homeowner within sight of this building. Simply put; The area is zoned R-1- Residential. The building looks very much commercial. Many people have asked me, "What is that large warehouse that is being built near you?" I understand there is a residence above, but the metal siding, 4 large garage doors and the size and height all scream industrial. I do not know what can be done at this point and work continues to be done on it, but it is the job of your commission to look at these things and insure they conform to the appearance of the residential zoning. Thanks for your consideration.

Sincerely,
Louis Beaudry

TO: McCall P&Z Commission

FROM: Robert and Kathleen O'Neil

DATE: January 24, 2021

RE Parcel RP00288001015K

Dear Commissioners:

As they say first impressions are very important and for anyone turning onto or looking East from Samson Trail toward Stockton Drive the first thing you will see is a **mega** building, which is totally out of place for this location. This building without any doubt cannot be classified as a house, even though it has "living quarters" above. It is so obvious the structure was not built or designed as a residence, but rather a "warehouse" to store large (perhaps commercial) equipment or recreational toys. This property is not zoned COMMERCIAL. The owner needs to apply for a conditional use permit for this warehouse.

The residents of West Place Subdivision in close proximity to this building deserved, but were not given an opportunity to voice their opinion or participate in the decision to allow the "unsightly" construction of this building. What is our recourse now that it's been done?

No doubt the owner has now given the go-ahead to his friends that have decided to come to McCall to erect the biggest, ugliest structure they want with no regard to City Planning and Zoning Codes. The residents of this "residential" impact area are supposed to be protected from this type of obscene, commercial type structure that, by law has no place in a residential neighborhood. This type of construction will have a negative effect on our property values as well as the wildlife and natural beauty of this very special location near McCall. Who will we have to thank for that?

The old adage comes to mind: Don't ask for permit, just plead for foregiveness. Unfortunately, this type of behavior is used by those with lots of money and a disregard for others and the community. Let's put a stop to this because if we don't or can't it will continue to ruin our life style in McCall.

Thank you for your time and consideration of this urgent situation.

**McCall Area Planning and Zoning Commission
Staff Report**

DR-20-48, SH-20-08
2075 Lakeview Ave.
Rousseau Addition

February 2, 2021

Applicant: David Rousseau
Agent: McCall Design and Planning
Application: Design Review and Shoreline and River Environs Review
Zoning: R4 – Low Density Residential and Shoreline Overlay

Description

A Design Review and Shoreline Review application to construct a 1,000 square foot living space addition and a 622 square foot desk extension to an existing 2,782 sq. ft. residence adjacent to Payette Lake.

Zoning: R4 – Low Density Residential and Shoreline and River Environs Zone

Property Size: 39,052 sq. ft. Lot Coverage: 7,389.6 sq. ft. (95% of allowable)

Building Height: The existing structure has a max height from grade of 34.33 ft. The addition will have a max height of 29.33 ft. from grade.

Setbacks: Per MCC 3.3.03, the minimum required setbacks for this parcel are 50 ft. from the Ordinary High-water Mark of Payette Lake, 20 ft. from the front property line, and 9.5 from either side property line. The applicant is proposing setbacks of approximately 250 ft. from the front property line, well over 50 ft. from the high-water mark of Payette Lake, 10 ft. from the nearest side property line.

Landscaping: More than a dozen existing trees and shrubs provide screening of the proposed structure from the lake as well as along the side property line. Three trees are proposed to be removed. No vegetation will be removed or disturbed within the 50 ft. setback from the lake.

Code Narrative

Per MCC 3.16.02, Design Review is required for single family structures in excess of 3,500 sq. ft.

Design Guideline Narrative

Please see the attached Findings and Conclusions document for Design Guideline analysis.

Comments

Agency –

McCall City Engineer

In an email dated January 8, 2021, the City Engineer stated the following:

- 1) Neither a Preliminary Stormwater Report nor a grading and drainage plan was submitted with the application package. However, since the site is pre-developed it appears that the project should be able to meet the City's Drainage and Management Guidelines (DMGs). A Stormwater Application and Stormwater Report addressing Sections A, B and C of the DMGs along with a detailed grading and drainage plan are required for review and approval by the City. The grading and drainage plan shall clearly identify temporary construction BMPS, and permanent conveyances and erosion control measures along with all necessary supporting construction details.
- 2) On-site snow storage areas shall be identified.

Payette Lakes Recreational Water and Sewer District (PLRWSD)

This application was submitted to the PLRWSD more than thirty (30) days prior to the McCall Area Planning and Zoning Commission's February 2, 2021 meeting. In an email dated January 11, 2021, the sewer district stated they had no comments on the application.

McCall Fire and EMS

In an email dated December 31, 2020, McCall Fire stated they had no comments on the application.

Big Payette Water Quality Council (BPWQC)

In an email dated January 4, 2021, the BPWQC stated this remodel will be affecting stormwater run-off in a different way than currently exists. Converting to a one level deck will increase the possibility of larger snowmelt run-off down toward the lake. There appears to be more vegetation added in landscaping that will help. It also looks like the owners are not changing the tiering of the slope to the lake. But there needs to be evidence of stormwater run-off mitigation from the larger flat patio.

Public – No public comments have been provided.

Commission Findings

The Commission hereby makes the following findings:

1. The project is in general conformance with the Comprehensive Plan.
2. The project does not jeopardize the health, safety or welfare of the public.
3. The project conforms to the applicable specifications outlined in the City of McCall Design Guidelines as well as all other applicable requirements of the Zoning.

Conditions of Approval

1. Prior to issuance of a building permit, the applicant shall receive final engineering approval.
2. Prior to issuance of a building permit, the applicant shall provide fixture details that comply with McCall's Outdoor Lighting Ordinance.
3. Pursuant to McCall City Code (MCC 3.16.08), design review approval shall lapse and become void whenever the applicant has not applied for a building permit within one year from the date of initial approval.

IN RE:)
)
ROUSSEAU ADDITION) **McCALL AREA PLANNING AND ZONING COMMISSION**
Design Review) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
) **DECISION**
)
)
Application Number:)
DR-20-48, SH-20-08)

FINDINGS OF FACTS

Applicant: David Rousseau

Representative: McCall Design and Planning

Application: A Design Review and Shoreline Review application to construct a 1,000 square foot living space addition and a 622 square foot desk extension to an existing 2,782 sq. ft. residence adjacent to Payette Lake.

Address: 2075 Lakeview Ave., McCall

Location: Lot 28 of the Harris Cove Subdivision situate in the N ½ of Section 2, T18N, R3E, B.M., City of McCall, Valley County, Idaho.

Public Notice: Newspaper: The Notice of Hearing was published in the *Star News* on January 14, 2021.

Mailing: The Notice of Hearing was mailed by the applicant to property owners within 300 feet on January 14, 2021.

Posting: The Notice of Hearing was posted by the applicant on the subject property on January 14, 2021.

Zoning: R4 – Low Density Residential and Shoreline and River Environs Zone

Property Size: 39,052 sq. ft.

Lot Coverage: 7,389.6 sq. ft. (95% of allowable)

Building Height: The existing structure has a max height from grade of 34.33 ft. The addition will have a max height of 29.33 ft. from grade.

Setbacks: Per MCC 3.3.03, the minimum required setbacks for this parcel are 50 ft. from the Ordinary High-water Mark of Payette Lake, 20 ft. from the front property line, and 9.5 from either side property line. The applicant is proposing setbacks of approximately 250 ft. from the front property line, well over 50 ft. from the high-water mark of Payette Lake, 10 ft. from the nearest side property line.

Parking Spaces:

Provided: 2+ spaces

Required: 2 spaces per MCC 3.8.062

APPROVAL STANDARDS

Title 3, Chapter 7

Shoreline and River Environs Zone

No conditional use or building permit shall be issued, nor is any development, grading, or alteration of any land within this zone permitted, unless the applicant establishes to the satisfaction of the commission and council in the case of a conditional use, or of the administrator in the case of a building permit, that:

- 1. The proposed development meets all applicable requirements of this title and title IX of this code.** The proposed site plan and structure meet the applicable requirements of MCC Title 3, Chapter 7, Chapter 8, and Title 9.
- 2. The plans accurately identify the water pool shore contours and high water marks, which, in the case of river environs, shall mean the limits of the area of special flood hazard. The site plan indicates the Water Pool Shore Contour elevation.** The water pool contour line is not

indicated on the site plan, however, the 50 ft setback from the Ordinary High-Water Mark of Payette Lake has been identified.

3. **A letter is on file from a specialist certified by the United States army corps of engineers wetlands expert that certifies that no wetlands related issues or issues related to fill of navigable waters issues were presented by the proposed development; or that a section 404 permit has been issued or is forthcoming by the corps of engineers, whichever is appropriate, city approval(s) under this title and title IX of this code are contingent upon all applicable section 404 permit requirements being met.** It appears that a 404 permit will not be necessary although the City reserves the right to require this at a later date if it becomes necessary.
4. **The requirements of the underlying zone are met.** The proposed project meets the requirements of the Shoreline Zone and R4-Low Density Residential Zone.
5. **The fifty foot (50') building setback line is met per subsection (C)3(c) of this section.** The fifty foot (50') building setback for properties within the Shoreline and River Environs Zone is indicated on the submitted site plan. The proposed addition is located outside of this setback.
6. **Proof of stormwater certification training has been provided by the individual applying for the building permit.** Proof of stormwater certification is required prior to issuance of a building permit.

Title 3, Chapter 16

Design Review

The commission or administrator shall determine the following before approval is given:

1. **The project is in general conformance with the comprehensive plan.**
2. **The project does not jeopardize the health, safety or welfare of the public.**
3. **The project conforms to the applicable specifications outlined in the "City Of McCall Design Guidelines", incorporated by reference herein, as well as all other applicable requirements of**

the zoning ordinance and subdivision ordinance, adopted by the city of McCall. Please see the review of the Design Guidelines below.

DESIGN GUIDELINES

1. **Building Scale:** The proposed addition is in scale with surrounding residences and is harmonious with nearby buildings and natural features.
2. **Pedestrian Character:** N/A
3. **Blank Walls:** The building design does not include blank walls.
4. **Storefront:** N/A
5. **Parking:** The project includes adequate parking for its residential use, pursuant to MCC 3.8.06.

Guidelines for All Projects

Site Planning

1. **Building Siting:** The proposed addition is situated more than 50 ft. from Payette Lake.
2. **Adjacent Buildings and Uses:** The proposed residential use is compatible with adjacent residential uses.
3. **Preserve Vegetation and Wildlife:** Three trees are proposed to be removed that are adjacent to the structure addition. No known wildlife corridors exist on the property.
4. **Preserve Views:** The proposed project does not block any significant views.
5. **Preserve Skylines:** The proposed building site is not on a skyline or ridge top.
6. **Preserve Natural Drainage:** Final engineering approval of such by the City Engineer is required prior to issuance of a building permit.
7. **Cluster Buildings:** N/A
8. **Street Alignment:** An existing driveway serves the subject parcel.
9. **Retaining Walls:** No retaining walls are proposed.
10. **Snow Storage:** Snow storage areas are identified on the landscaping plan and provided onsite.

11. **Roof Design and Snow:** The roof design anticipates snow shedding.
12. **Use the Sun:** The proposed design removes and replaces the existing deck with a larger more useable deck, minimizing cold, dark, unpleasant areas.
13. **Screen Service Areas:** N/A
14. **Off-Street Parking:** N/A
15. **On-Site Parking:** Adequate on-site parking is provided for its residential use per MCC 3.3.062.
16. **Circulation Needs – Pedestrian and Vehicles:** N/A

Architecture

1. **Enhance McCall Classic Styles:** The project is compatible with McCall Classic Styles.
2. **Minimize Scale:** Varied roof lines, voids and masses, and architectural details are used to help minimize the appearance of the building scale.
3. **Building Additions:** The building addition is compatible with the original structure.
4. **Roof Lines:** The project includes varied roof lines.
5. **Mechanical Equipment:** No exterior mechanical equipment is proposed.
6. **Multi-Unit Structures:** N/A
7. **Balconies and Porches:** The covered entryway and enlarged deck are designed as interesting architectural features.
8. **Exterior Doorways:** The exterior doorway locations complement the design of the building and serve the intended functions.
9. **Wall Materials:** The proposed wall materials will match the existing structure.
10. **Shop Front Design:** N/A
11. **Wall Colors:** The proposed materials are of natural colors.

Landscaping and Site Design

1. **Light Fixtures:** The light fixtures are all proposed to meet McCall’s Outdoor lighting ordinance, however, specific fixture details have not been provided. Prior to issuance of a building permit, the applicant shall provide fixture details that comply with McCall’s Outdoor Lighting Ordinance.
2. **Fences:** No fences are proposed.
3. **Retaining Walls:** No retaining walls are proposed.
4. **Paving and Streetscapes:** No changes to the existing streetscape are proposed.
5. **Landscaping Plan:** A landscaping plan is provided.
6. **Lawn Area:** No new lawn area is proposed; disturbed areas will be reseeded with native grasses.
7. **Plants as Screening:** More than a dozen existing trees and shrubs provide screening of the proposed structure from the lake as well as along the side property line. Three trees are proposed to be removed. No vegetation will be removed or disturbed within the 50 ft. setback from the lake.
8. **Utility Installations:** No new utilities are proposed.
9. **Snow Storage:** Adequate snow storage is provided on site.
10. **Irrigation System Required:** NA
11. **Retain Existing Vegetation:** Existing vegetation will be retained as much as possible during construction. All disturbed areas shall be reseeded with native grasses.
12. **Preserve Existing Trees:** Three trees are proposed to be removed.
13. **Grading and Drainage:** The applicant is required to preserve natural drainage. Submittal of a formal stormwater drainage report including a signed stormwater application is required for final approval. Final engineering approval by the City Engineer is required prior to issuance of a building permit.
14. **Maintenance:** Landscaping will be maintained by the property owner or their designee.

15. **Sidewalks:** N/A

16. **Bike Paths:** N/A

Residential Districts

1. **Preserve historic residences:** No historic residences are impacted by the project.
2. **Preserve human scale in residential character:** The proposed project is of human scale.
3. **Preserve compatibility with surrounding neighborhoods:** The proposed residential use is compatible with the surrounding residential uses of the neighborhood.
4. **Preserve natural features of the immediate landscape and environment:** The project preserves the natural features of the immediate landscape and environment as much as possible.
5. **Provide for community, or affordable, housing as needed:** The proposed project does not provide for community or affordable housing.
6. **Provide open spaces to enhance and maintain the rural character:** The project utilizes 95% of the allowable lot coverage, and, therefore, provides the minimum required open space.
7. **Provide living and moving space for native animals:** The project maximizes the allowable lot coverage of the parcel and, therefore, provides the minimum amount of living and moving space for native animals.
8. **Promote active and safe streetscapes in residential neighborhoods that are conducive to walking and biking:** The proposed project is not located along a route designated for pathway improvements within the McCall Area Pathway Master Plan.

DEPARTMENT/AGENCY COMMENTS

McCall City Engineer

In an email dated January 8, 2021, the City Engineer stated the following:

- 1) Neither a Preliminary Stormwater Report nor a grading and drainage plan was submitted with the application package. However, since the site is pre-developed it appears that the project should be able to meet the City’s Drainage and Management Guidelines (DMGs). A Stormwater Application and Stormwater Report addressing Sections A, B and C of the DMGs along with a detailed grading and drainage plan are required for review and approval by the City. The grading and drainage plan shall clearly identify temporary construction BMPS, and permanent conveyances and erosion control measures along with all necessary supporting construction details.
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In an email dated January 4, 2021, the BPWQC stated this remodel will be affecting stormwater run-off in a different way than currently exists. Converting to a one level deck will increase the possibility of larger snowmelt run-off down toward the lake. There appears to be more vegetation added in landscaping that will help. It also looks like the owners are not changing the tiering of the slope to the lake. But there needs to be evidence of stormwater run-off mitigation from the larger flat patio.

CONCLUSIONS OF LAW

1. The City of McCall has provided for the processing of Design Review applications, pursuant to Title 3, Chapter 16 of McCall City Code.

2. Adequate notice of the February 2, 2021 public hearing was provided, pursuant to Section 67-6512, Idaho Code and Title 3, Chapter 15 of McCall City Code.
3. Upon compliance with the conditions noted below, the application meets the Design Review Standards set forth in Title 3, Chapter 16 of McCall City Code.

DECISION

THEREFORE, the McCall Area Planning and Zoning Commission hereby **approves** this Design Review application, provided that the following conditions are met:

1. Prior to issuance of a building permit, the applicant shall receive final engineering approval.
2. Prior to issuance of a building permit, the applicant shall provide fixture details that comply with McCall's Outdoor Lighting Ordinance.
3. Pursuant to McCall City Code (MCC 3.16.08), design review approval shall lapse and become void whenever the applicant has not applied for a building permit within one year from the date of initial approval.

Findings of Fact **adopted** this 2nd day of FEBRUARY 2021.

Fallon Fereday, Chair
McCall Area Planning and Zoning Commission

Attest:

Morgan Bessaw, City Planner
City of McCall

City of McCall
216 East Park Street
McCall, Idaho 83638
P.208.634.7142

LAND USE APPLICATION



Date Received: _____

Fees Paid: _____

NOTICE OF ADDITIONAL FEES

Land use applications may be subject to engineering and legal review for purpose of addressing compliance and conformance issues. The City of McCall reserves the right to contract these services to private firms. The costs of these reviews are passed on to the applicant. These fees are separate, and in addition to, the City's application and permit fees. Completion of this application signifies consent to these fees.

Please check all that apply:

- # _____ Record of Survey (ROS) - \$420
- # _____ Design Review (DR) - \$300 + \$25/1,000 sq. ft. of new construction (rounded to the nearest 1,000)
- # _____ Scenic Route (SR) - \$300
- # _____ Shoreline or River Environs (SH) - \$300
- # _____ Conditional Use Permit (CUP) - \$600
- # _____ Administrative Approval (AA) - \$50
- # _____ Planned Unit Development (PUD) General Plan - \$2,000 + \$75/lot or unit
- # _____ Planned Unit Development (PUD) Final Plan - \$500 + \$75/lot or unit
- # _____ Subdivision (SUB) Preliminary Plat - \$2,500 + \$75/lot or unit
- # _____ Subdivision (SUB) Final Plat - \$1000 + \$75/lot or unit
- # _____ Minor Plat Amendment - \$1,000
- # _____ Variance (VAR) - \$1,000
- # _____ Rezone (ZON) - \$1,500
- # _____ Zoning Code Amendment (CA) - \$750/title
- # _____ Annexation - \$3,000
- # _____ Vacation (VAC) - \$750

Incomplete applications cannot be accepted by the City. Unless otherwise exempted by the Administrator, all Application Requirements must be provided at the time of submission. Please refer to specific application info sheets for more details.

PROPERTY OWNER INFORMATION

Property Owner 1: David Rousseau Email: _____

Mailing Address: _____ Phone: _____

Property Owner 2 (If Applicable): _____ Email: _____

Mailing Address: _____ Phone: _____

AGENT/AUTHORIZED REPRESENTATIVE INFORMATION

Applicant/Representative: Courtney Snyder Email: courtney@mccalldp.com

Mailing Address: PO Box 729 McCall, ID 83638 Phone: 208-634-5707

PROPERTY INFORMATION

Address(es) of Property: 2075 Lakeview Drive McCall Idaho 83638

Legal Description of Property: Harris Cove Subdivision Lot 28

Zoning District of Property: R4 Project Sq. Footage (If Applicable): 1000SF HOUSE ADDITION TO 2782SF EXISTING + 622SF NEW DECK ADDITION

Impact Area City Limits Residential Commercial

LAND USE APPLICATION CONTINUED

Payette Lakes Water and Sewer District or Septic System or not applicable

PROJECT DESCRIPTION

Explain the general nature of what is proposed: *(please attach supplemental information if needed)*

This project is currently about 3200 SF of living space. The original design plans added another 2nd story master suite to the north which was never built. The owner would like to now add that bedroom and remodel the other upper level spaces. He would also like to enlarge the two lower level bedrooms, entry, kitchen and living room. The existing deck is broken up into multiple levels, which isn't the best functionally and can be a bit of a hazard for entertaining at the lake. We are planning to make the deck all one level for safety and so it can be utilized better as one large space.

SIGNATURES

The Applicant hereby agrees to pay reasonable attorney fees, including attorney fees on appeal and expenses of the City of McCall, in the event of a dispute concerning the interpretation or enforcement of the Land Use Application in which the City of McCall is the prevailing party.

I certify that I have reviewed and understand the procedures and requirements of the McCall City Code. I give permission for City staff and/or Planning & Zoning Commission members to view and enter the subject property in order to fully review this application. I understand that failure to provide complete and accurate information on this application may lead to denial of this application.

Property Owner 1

Signature

Property Owner 2 (If Applicable)

Signature



Agent/Authorized Representative

12.21.20
Signature

FOR RECORD OF SURVEY APPLICATIONS ONLY: STATEMENT OF EASEMENT DISCLOSURE

Surveyor

Signature

I hereby certify that I have performed a thorough search for all relevant easements that relate to the subject property and have indicated or referenced these by their instrument number on the provided survey.



DAVID ROUSSEAU

LAKEHOME ADDITION

MCCALL IDAHO

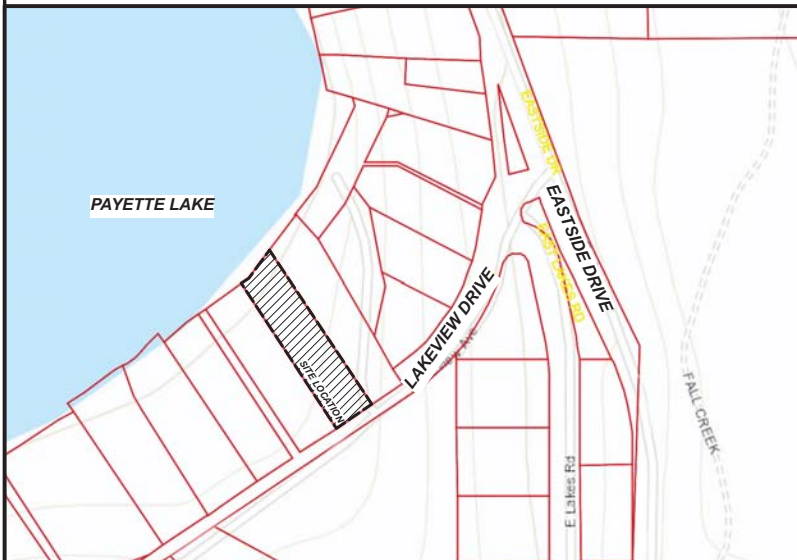
DRAWING INDEX

DR1	COVER
DR2	SITE PHOTOS
DR3	SITE PLAN/ LANDSCAPE PLAN
DR4	MAIN LEVEL FLOOR PLAN
DR5	UPPER LEVEL FLOOR PLAN
DR6	3D ELEVATIONS
DR7	MATERIALS

SF TAKEOFF

MAIN LEVEL LIVING	2504 SF
UPPER LEVEL LIVING	1282 SF
TOTAL	3786 SF
EXIST'G GARAGE + GUEST HOUSE	2500 SF

WEST ELEVATION



VICINITY MAP



VICINITY MAP

LOT COVERAGE CALCULATION

	SF	%	TOTAL
	39052.00	0.20	7810 ALLOWABLE
A - BLDG. FOOTPRINT			
EXIST'G HOUSE	1882.00	1.00	1882.00 A
EXIST'G GARAGE/ GUEST HOUSE	1640.00	1.00	1640.00 A
HOUSE ADDITIONS	634.00	1.00	634.00 A
COVERED DECK	395.00	1.00	395.00 A
TOTAL A			4551.00
B - DECKS, PATIOS, WALKWAYS			
NEWEXIST'G DECKS, PATIOS & WALKS	227.00	0.50	113.50 B
TOTAL B			113.50
C - DRIVES, WALKS, PARKING			
EXIST'G DRIVEWAY	7786.00	0.35	2725.10 C
TOTAL C			2725.10
A + B + C =			7389.60 TOTAL

20% lot width calculation

TOTAL LOT WIDTH	97.70
COMBINED SETBACKS (REQ.)	19.54
NORTH SETBACK	10.00
EAST SETBACK	10.00
TOTAL SETBACK	20.00



PRELIMINARY
NOT FOR
CONSTRUCTION



SITE AND CLIMATE SPECIFIC ARCHITECTURE © 2020 MDPI

MCCALL DESIGN & PLANNING

PO Box 729
MCCALL, IDAHO 83638
208-634-5707
SUSEMHL - VANNOY

DRAWN BY: CS
12/21/20

David Rousseau
Lake Cabin
2075 Lakeview Drive,
McCall Idaho

DR1



EXIST'G WEST VIEW FROM PAYETTE LAKE



EAST ENTRY



WEST VIEW W/ DIGITAL ADDITION



EXIST'G SOUTH DECK TO BE ENCLOSED



EXIST'G ENTRY DECK TO BE ENCLOSED

mdpi

© 2020 MDPI ARCHITECTURE

McCALL DESIGN & PLANNING®

PO Box 729

McCAll, IDAHO 83638

208-634-5707

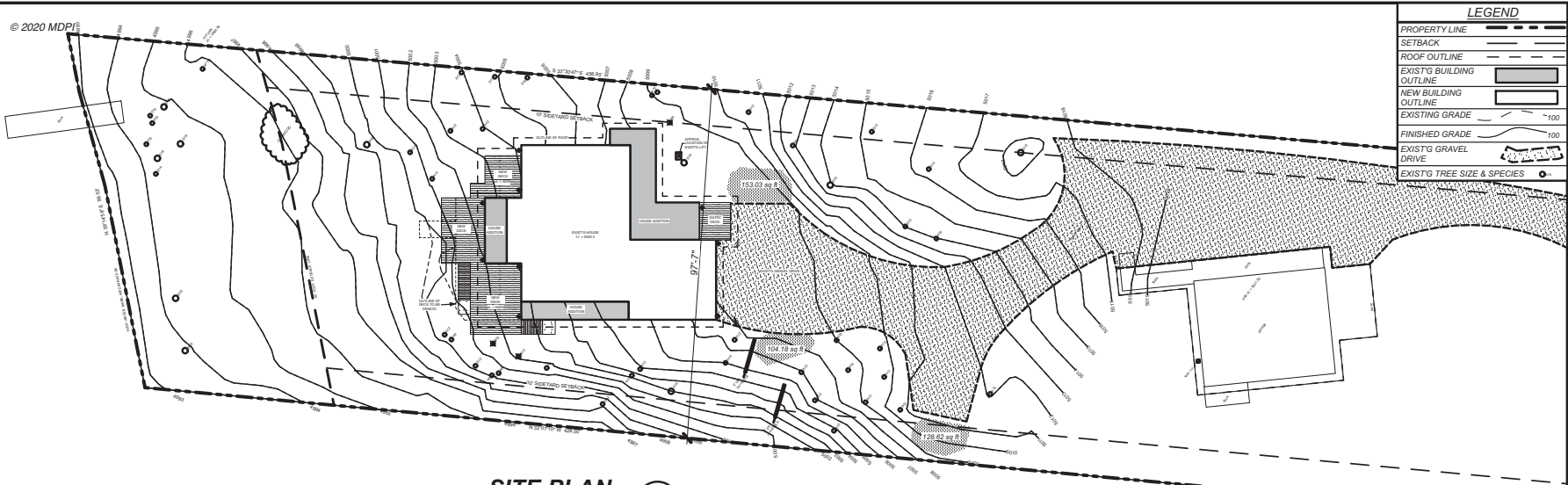
SUSEMIHL - VANNOY

DRAWN BY: CS
12/21/20

David Rousseau
Lake Cabin
2075 Lakeview Drive,
McCAll Idaho

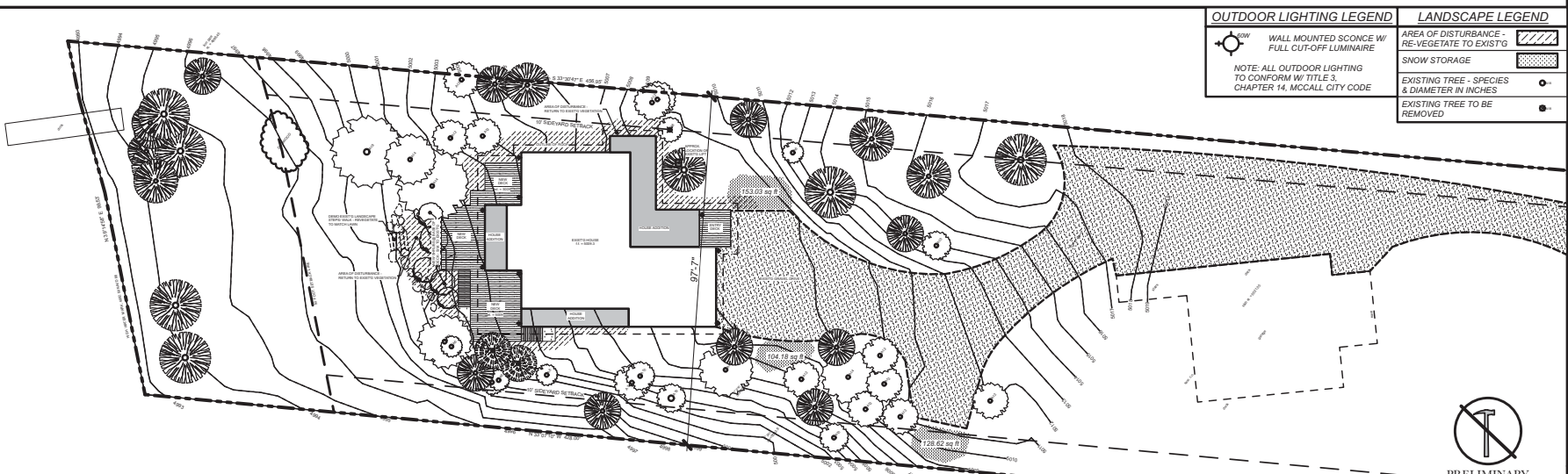
DR2

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LEGEND	
---	PROPERTY LINE
---	SETBACK
---	ROOF OUTLINE
---	EXIST'G BUILDING OUTLINE
---	NEW BUILDING OUTLINE
---	EXISTING GRADE
---	FINISHED GRADE
---	EXIST'G GRAVEL DRIVE
○	EXIST'G TREE SIZE & SPECIES

SITE PLAN
SCALE: 1" = 30'



OUTDOOR LIGHTING LEGEND	LANDSCAPE LEGEND
WALL MOUNTED SCENE W/ FULL CUT-OFF LUMINAIRE NOTE: ALL OUTDOOR LIGHTING TO CONFORM W/ TITLE 3, CHAPTER 14, MCCALL CITY CODE	AREA OF DISTURBANCE - RE-VEGETATE TO EXIST'G SNOW STORAGE EXISTING TREE - SPECIES & DIAMETER IN INCHES EXISTING TREE TO BE REMOVED

LANDSCAPE PLAN
SCALE: 1" = 30'



PRELIMINARY - NOT FOR CONSTRUCTION



SITE AND CLIMATE SPECIFIC ARCHITECTURE
© 2020 MDPI

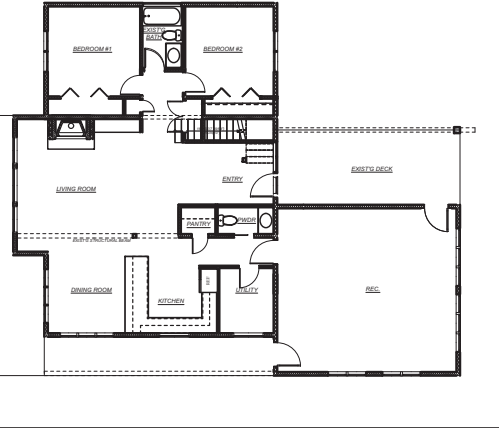
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SUSEMHL - VANNOY

DRAWN BY: CS
12/21/20

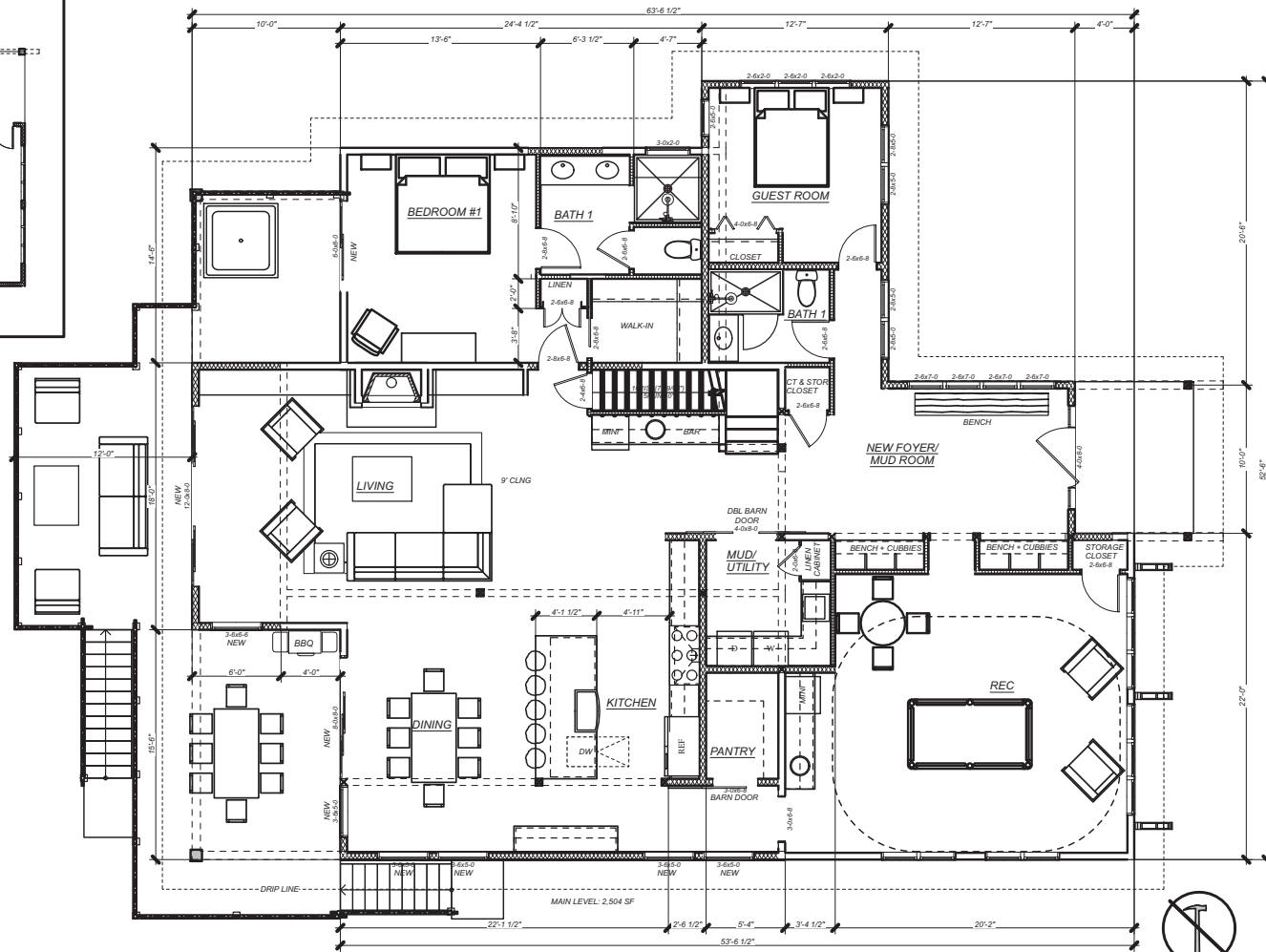
David Rousseau
Lake Cabin
2075 Lakeview Drive,
McCall Idaho

DR3

© 2020 MDPI



Main Level Existing
SCALE: 1/16" = 1'-0"



MAIN FLOOR PLAN
SCALE: 1/8" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION



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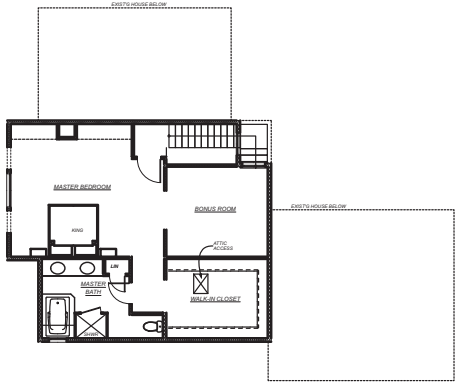
SUSEMIHL - VANNOY

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12/21/20

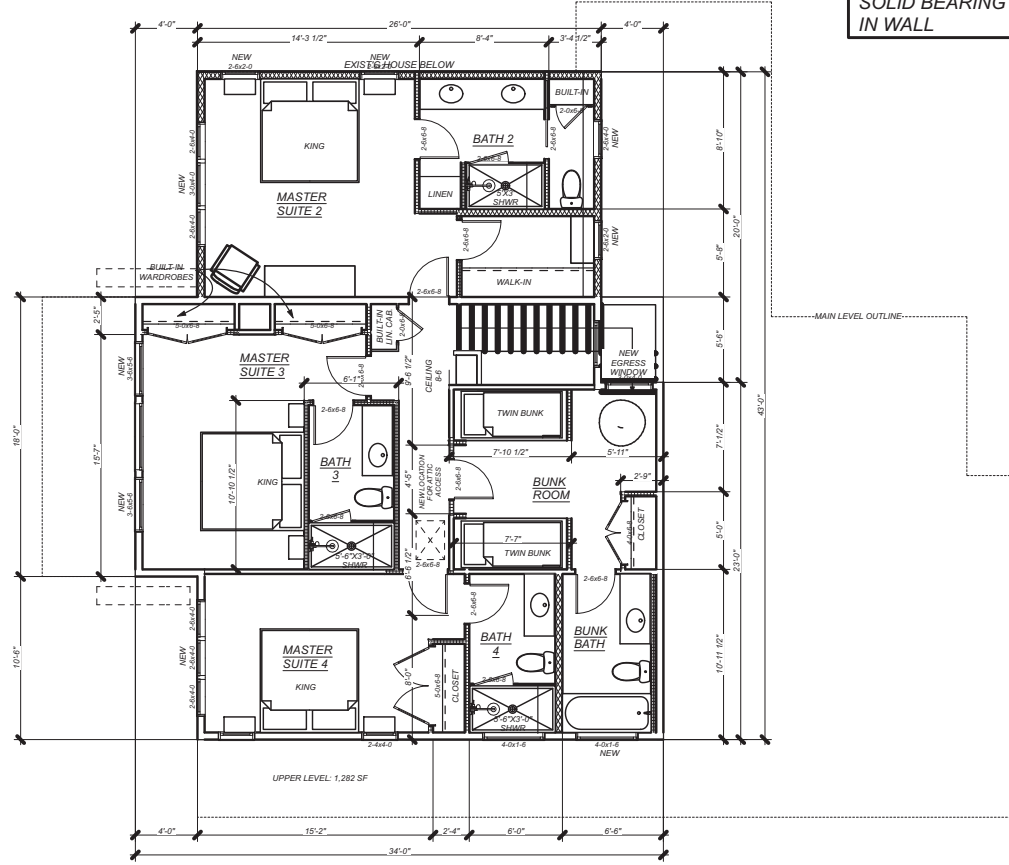
David Rousseau
Lake Cabin
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McCall Idaho

DR4

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Upper Level Exist'g
SCALE: 1/16" = 1'-0"



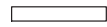




UPPER LEVEL: 1,282 SF

UPPER FLOOR PLAN
SCALE: 1/8" = 1'-0"


PRELIMINARY -
NOT FOR
CONSTRUCTION

LEGEND

- NEW 2X6 WALL 
- NEW 2X4 WALL 
- EXISTING WALL 
- POST IN WALL 
- SOLID BEARING IN WALL 



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SOUTH ELEVATION



WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION

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SOUTHEAST VIEW



SOUTHWEST VIEW



NORTHWEST VIEW



ALL NEW EXTERIOR MATERIALS TO MATCH EXIST'G HOUSE



POSTS, BEAMS, TRIM & FASCIA TO MATCH EXIST'G WHITE

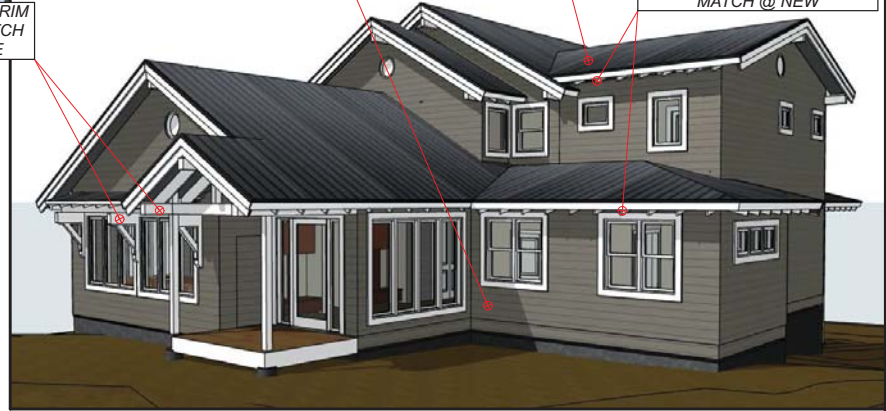


HORIZONTAL GRAY SIDING - ALL NEW TO MATCH EXIST'G



STANDING SEAM METAL ROOF - ALL NEW TO MATCH EXIST'G

EXPOSED RAFTER TAILS TO MATCH @ NEW



NORTHEAST VIEW

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