



AGENDA
Regular Meeting
February 14, 2019 at 5:30 PM
Legion Hall - McCall City Hall
(Lower Level)
216 East Park Street

OPEN SESSION

PLEDGE OF ALLEGIANCE

APPROVE THE AGENDA

CONSENT AGENDA

All matters which are listed within the consent section of the agenda have been distributed to each member of the McCall City Council for reading and study. Items listed are considered routine by the Council and will be enacted with one motion unless a Council Member specifically requests it to be removed from the Consent Agenda to be considered separately. Staff recommends approval of the following **ACTION ITEMS**:

1. Special Council Meeting Minutes – January 23, 2019 (ACTION ITEM)
2. Payroll Report for period ending Jan 11, 2019 (ACTION ITEM)
3. Payroll Report for period ending Jan 25, 2019 (ACTION ITEM)
4. Clerk License Report (ACTION ITEM)
5. Warrant Register – GL ending Jan 17, 2019 (ACTION ITEM)
6. Warrant Register – Vendor ending Jan 17, 2019 (ACTION ITEM)
7. Warrant Register – GL ending Feb 6, 2019 (ACTION ITEM)
8. Warrant Register – Vendor ending Feb 6, 2019 (ACTION ITEM)
9. Monthly Department Reports (ACTION ITEM)
10. AB 19-022 Request for Authorization for the Destruction of Records – Resolution 19-04 (ACTION ITEM)
11. AB 19-027 Request to Approve the Contract with Circle H Construction for Buried Fiber Conduit Installation from City Hall to Samson Trail and from Public Works to the Water Treatment Plant (ACTION ITEM)
12. AB 19-024 Request to Approve the Downtown Flower Services Contract with Franz Witte (ACTION ITEM)
13. AB 19-023 Request to Approve the Contract Award of New Propane Heater Installation for the Golf Course Maintenance Building Expansion Project (ACTION ITEM)
14. AB 19-033 Request to accept Treasurers Monthly Report (ACTION ITEM)
15. AB 19-019 Request to accept Treasurer’s Quarterly Report as Required by IC 50-208 (ACTION ITEM)
16. AB 19-034 Request to Approve the Contingent Revenue and Contingent Expense Transfer (ACTION ITEM)

REPORTS

Chamber monthly report to Council

COMMITTEE MINUTES

Staff requests Council accept the Minutes of the Following Committees:

1. Airport Advisory Committee – 2018 – December 6
2. Environmental Advisory Committee – 2018 – December 20
3. Historic Preservation Commission – 2018 – December 3
4. Historic Preservation Commission – 2019 – January 7
5. Library Building Committee – 2018 – December 19
6. Library Building Committee – 2019 – January 7
7. Library Board of Trustees – 2018 – December 20
8. McCall Redevelopment Agency – 2018 – December 18
9. Tree Advisory Committee – 2018 – December 4

PUBLIC HEARING

AB 19-028 Request to Approve Resolution 19-05 for Snow Removal Fees of Snow/Ice/Rubbish on Sidewalks (ACTION ITEM)

AB 19-029 Request to Approve Development Agreement and Escrow Agreement Amendments for the Shore Lodge Cottages Subdivision SUB-17-01 (ACTION ITEM)

AB 19-031 Request for a Decision on Thompson Place Planned Unit Development General Plan (PUD-18-03), Subdivision Preliminary Plat (SUB-18-06), Zoning Amendment (ZON-18-03) application, appeal of P&Z Design Review (DR-18-52) denial, and associated Development Agreement (ACTION ITEM)

PUBLIC COMMENT

At this time, the Mayor will call for any comments from the public on any subject whether or not it is on the agenda for any item(s) the public may wish to bring forward and discuss. **Please limit comments to three (3) minutes. The City Council does not take any action or make any decisions during public comment.** To request Council action during the Business portion of a Council meeting, contact the City Manager or City Clerk at least one week in advance of a meeting.

BUSINESS AGENDA

AB 19-025 McCall City Prosecutor Annual Report to City Council

AB 19-026 McCall Police Department Winter Carnival Update

AB 19-021 Request to Adopt Resolution 19-02: McCall Local Housing Incentive Program (ACTION ITEM)

AB 19-035 Request to Approve the Contract with Dalrymple Construction Services, Inc. for the City Hall Office Remodel Project (ACTION ITEM)

AB 19-032 Request to Approve the Civic Campus Master Plan Letter for Services with Humphries Poli (ACTION ITEM)

AB 19-030 Business Thank You Outreach

AB 19-036 Idaho Senate Bill 1040 Liquor License Reform (ACTION ITEM)

Review the Upcoming Meetings Schedule

ADJOURNMENT

American with Disabilities Act Notice: The City Council Meeting room is accessible to persons with disabilities. If you need assistance, please contact City Hall at 634-7142 at least 48 hours prior to the meeting.

MINUTES

**McCall City Council
Special Meeting
McCall City Hall -- Legion Hall
January 23, 2019**

Call to Order and Roll Call
Business Agenda
Adjournment

CALL TO ORDER AND ROLL CALL

Mayor Aymon called the special meeting of the McCall City Council to order at 5:30 p.m. Mayor Aymon, Council Member Giles, Council Member Holmes, Council Member Nielsen (via phone), and Council Member Sowers (via phone) all answered roll call.

City staff members present were Anette Spickard, City Manager via phone; Shay Tyler, Deputy Clerk; Eric McCormick, Golf Course Superintendent.

BUSINESS AGENDA

Request to Approve the Contract Award of New Electrical Installation for the Golf Course Maintenance Building Expansion Project

Golf Course Superintendent Eric McCormick presented the bid award for electrical installation. The Golf Course Maintenance Building additions are at the stage for electrical wiring and as it is a small job, an informal bid request was conducted. Staff reached out to Rogers Electric, Shipley Electric and ION Electric, Inc for proposals for electrical installation into the new maintenance bay and office areas. Three bids were received, and it is recommended to accept the low bid from Rogers Electric in the amount of \$6,407.20. Approved Local Option Tax funds will be used for this purpose and the project will begin right away if approved.

Council Member Holmes moved to approve the Contract Award of New Electrical Installation for the Golf Course Maintenance Building Expansion Project to Rogers Electric in the amount of \$6407.20 and authorize the Mayor to sign all necessary documents. Council Member Giles seconded the motion. In a roll call vote Council Member Holmes, Council Member Giles, Mayor Aymon, Council Member Nielsen, and Council Member Sowers all voted aye and the motion carried.

ADJOURNMENT

Without further business, Mayor Aymon adjourned the meeting at 5:34 p.m.

ATTEST:

Jackie J. Aymon, Mayor

BessieJo Wagner, City Clerk

Emp No	Name	Total Gross Amount	2-00 Overtime Emp Amt	10-00 Overtime-G Emp Amt
	Total Airport:			
3		5,029.51	135.00	.00
	Total City Clerk:			
3		4,839.71	.00	.00
	Total City Manager:			
4		10,286.18	.00	.00
	Total Community Developmnt:			
7		15,184.31	75.40	.00
	Total Council:			
5		1,275.00	.00	.00
	Total Finance:			
3		6,868.99	.00	.00
	Total Golf Course Maint:			
5		9,280.42	.00	.00
	Total Info systems:			
2		4,780.15	.00	.00
	Total Library:			
7		7,664.02	.00	.00
	Total Local Option Tax:			
1		1,465.35	.00	.00
	Total Parks:			
8		9,106.56	428.44	.00
	Total Police:			
14		32,791.59	304.80	1,211.47
	Total PW/Streets:			
12		21,886.29	.00	.00
	Total Recreation:			
3		5,764.46	.00	.00
	Total Water Distribution:			
5		9,052.86	.00	.00
	Total Water Treatment:			
2		4,710.31	.00	.00
	Grand Totals:			
84		149,985.71	943.64	1,211.47

Departments	Pay Code	Pay Code Title	Hours Beg Bal	Hours Accrued	Hours Used	Hours Remain
Airport						
Total 9-02:			47.88	8.10	.00	55.98
City Clerk						
Total 9-02:			55.89	.00	.00	55.89
City Manager						
Total 9-02:			16.76	2.25	.00	19.01
Community Developmnt						
Total 9-02:			70.68	.00	19.15	51.53
Finance						
Total 9-02:			10.13	.00	.00	10.13
Golf Course Maint						
Total 9-02:			1.00	.00	.00	1.00
Info systems						
Total 9-02:			26.11	.00	26.11	.00
Library						
Total 9-02:			.00	.00	.00	.00
Local Option Tax						
Total 9-02:			3.38	.00	.00	3.38
Parks						
Total 9-02:			58.14	2.63	18.50	42.27
Police						
Total 9-02:			272.70	3.30	23.00	253.00
PW/Streets						
Total 9-02:			189.97	39.75	15.00	214.72
Recreation						
Total 9-02:			6.88	.00	3.00	3.88
Water Distribution						
Total 9-02:			89.28	10.50	16.00	83.78
Water Treatment						
Total 9-02:			60.25	1.50	8.00	53.75
Grand Totals:	9-02	CT Avail	=====	=====	=====	=====

Emp No	Name	Total Gross Amount	2-00 Overtime Emp Amt	10-00 Overtime-G Emp Amt	
	Total Airport:				
		3	5,498.32	440.21	.00
	Total City Clerk:				
		3	4,723.35	.00	.00
	Total City Manager:				
		4	10,156.50	.00	.00
	Total Community Developmnt:				
		7	15,730.66	.00	.00
	Total Finance:				
		2	5,599.93	.00	.00
	Total Golf Course Maint:				
		5	8,883.44	.00	.00
	Total Info systems:				
		2	4,780.15	.00	.00
	Total Library:				
		7	7,636.44	.00	.00
	Total Local Option Tax:				
		1	1,364.62	.00	.00
	Total Parks:				
		9	9,766.16	57.60	.00
	Total Police:				
		14	32,901.46	1,246.83	.00
	Total PW/Streets:				
		12	23,773.50	.00	.00
	Total Recreation:				
		3	5,764.45	.00	.00
	Total Water Distribution:				
		5	9,052.88	.00	.00
	Total Water Treatment:				
		2	4,710.32	.00	.00
	Grand Totals:				
		79	150,342.18	1,744.64	.00

Departments	Pay Code	Pay Code Title	Hours Beg Bal	Hours Accrued	Hours Used	Hours Remain
Airport						
Total 9-02:			55.98	.00	.00	55.98
City Clerk						
Total 9-02:			55.89	.00	.00	55.89
City Manager						
Total 9-02:			19.01	.00	.00	19.01
Community Developmnt						
Total 9-02:			51.53	.75	.00	52.28
Finance						
Total 9-02:			10.13	5.25	.00	15.38
Golf Course Maint						
Total 9-02:			1.00	.00	.00	1.00
Info systems						
Total 9-02:			.00	.00	.00	.00
Library						
Total 9-02:			.00	.00	.00	.00
Local Option Tax						
Total 9-02:			3.38	.75	4.13	.01-
Parks						
Total 9-02:			42.27	15.75	.00	58.02
Police						
Total 9-02:			253.00	7.50	9.25	251.25
PW/Streets						
Total 9-02:			214.72	93.38	14.00	294.10
Recreation						
Total 9-02:			3.88	.00	.00	3.88
Water Distribution						
Total 9-02:			83.78	4.50	6.00	82.28
Water Treatment						
Total 9-02:			53.75	6.00	.00	59.75
Grand Totals:	9-02	CT Avail	=====	=====	=====	=====

City Clerk's License Report

Council Meeting: February 14, 2019

Business License Activity

Business Name	Type of Business	Address	New	Close	Trsfr	BL#	Issued
RL Young Paving	Paving & Snow Removal	860 Krahn Lane		X		1459	9/30/2018
First Hand Home Inspections	Home Inspection Services	125 N Mission Street	X			1911	12/13/2018
Wild Onion	Retail Home Décor	805 N 3rd Street, Ste A	X			1933	1/14/2019
Mindy Miller	Massage Therapist	323 E Deinhard Ln	X			1934	1/28/2019
Laura Bridgeman	Short Term Rental	1630 Davis Ave E34	X			1941	1/28/2019
DeTails Pet Grooming	Pet Grooming Svcs	302 E Lake Street	X			1930	1/28/2019
High Altitude Escape	Short Term Rental	1611 Woodhaven Lane	X			1936	1/28/2019
Lakeview Penthouse	Short Term Rental	307 E Park Street #301	X			1956	2/6/2019
New York Life Insurance	Insurance	475 E Deinhard Lane		X		963	12/31/2018
Bee Boise's Best Underground LLC	General Contractor	973 N Snead Place, Eagle		X		1816	1/28/2019
Richard J. White, LLC	Real Estate Broker	502 N 3rd Street #4		X		974	1/29/2019
Tami Mohler Massage Therapy	Massage Therapist	106 E Park Street Ste. 113		X		941	4/30/2018
Cozy McCall Retreat	Short Term Rental	654 Woodlands Drive	X			1935	1/28/2019

Alcohol License Activity

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

City Clerk's License Report

Catering Permit Activity

Name of Licensee	Event	Location of Event	Day & Date of Event	Time of Event	Revenue
Bistro 45 McCall	Gallery Opening	311 E Lake St	Sat. Feb 2	4pm - 8pm	\$20
McCall Lake Cruises	Winter Carnival Bingo	203 E. Lake St	Wed. Jan 30	5pm - 10pm	\$20
McCall Lake Cruises	Winter Carnival Beer Garden	203 E. Lake St	Fri & Sat, Jan 25-26	12pm - 12am	\$40
McCall Lake Cruises	Winter Carnival Beer Garden	203 E. Lake St	Fri & Sat, Feb 1-2	12pm - 12am	\$40
Terrace Lakes Resort	Idaho Sled Dog Challenge	475 Deinhard Ln	Tues. Jan 29	5:30pm - 7pm	\$20
Terrace Lakes Resort	Idaho Sled Dog Challenge Banquet	200 Scott Street	Sat. Feb. 2	6pm - 10pm	\$20

Outdoor Public Events/Vendor Permit Activity

Applicant	Event	Location of Event	Date(s) of Event	Time of Event	Road Closure
Payette Lakes Rotary Club	Winter Carnival	211 E. Lake Street	Sat. Jan. 26 & Feb. 2	11am-8pm	No
McCall Area Chamber of Commerce	Winter Carnival	Lake Street, Depot & Legacy Parks	Fri. Jan 25 - Sun. Feb 3	8am-10pm	Yes
R&R Promotions	2019 Flash Point Snow Bike Race	Riverfront Park	Saturday January 26	8am-6pm	No
ID Sled Dog Challenge	ID Sled Dog Challenge Awards Banquet	Northfork Lodge	Saturday February 2	5pm	No
Finish Line Utah LLC	Winter Carnival 2019	400 N. 3rd Street	January 25-27	8am-10pm	No
Frank & Mathew Loomis	Animal Drawn Vehicle/Winter Carnival	McCall Real Estate Office	Sat. Jan 26 - Sun. Feb 3	12pm-6pm	No
Pony Express Ranch LLC	Animal Drawn Vehicle/Winter Carnival	Dandelion Parking Lot	Fri. Jan 25 - Sun. Feb 3	12pm-6pm	No
Hugo's Taco LLC	2019 Flash Point Snow Bike Race	Riverfront Park	Saturday January 26	9am-5pm	No
Heidi's Kettle Korn	Winter Carnival 2019	200 E. Park Street	Sat. Jan 26 - Sun. Feb 3	8am-10pm	No
Ranch Hand	Winter Carnival 2019	301 Lenora Street	Sat. Jan 26 - Sun. Feb 3	8am-10pm	No

City Clerk's License Report

Tom's Mobile Massage	ReMax Realty	1101 E. Lake St	2019	12pm-5pm	No
Tom's Mobile Massage	Umpqua Bank	900 2nd Street	2019	9am-11am	No
Tom's Mobile Massage	McCall Mall	317 E Lake Street	2019	8am-6pm	No
Idaho Sled Dog Challenge	ID Sled Dog Challenge Meet the Musers	Idaho First Bank	Tues. Jan 29th	8am-6pm	No
Terrace Lakes Resort	ID Sled Dog Challenge Awards Banquet	Northfork Lodge	Sat. Feb 2	6pm	No
Terrace Lakes Resort	ID Sled Dog Challenge Meet the Musers	Idaho First Bank	Tues. Jan 29th	6pm	No

Snow Removal Operator Permit Activity

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

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PAYROLL PAYABLES CLEARING						
03-22318 EAP						
RELIANT BEHAVIORAL HEALTH LLC	215906	EE ASSIST. PROGRAM #15015391	01/01/19	222.60	222.60	01/17/2019
Total 03-22318 EAP:				222.60	222.60	
03-22333 UNUM LIFE INSURANCE						
UNUM LIFE INS. CO. OF AMERICA	201901-LIFE	LIFE INS. #0094658-001 5	01/01/19	595.98	595.98	01/17/2019
UNUM LIFE INS. CO. OF AMERICA	201901-VLIFE	LIFE INS. #0094659-001 2	01/01/19	649.38	649.38	01/17/2019
Total 03-22333 UNUM LIFE INSURANCE:				1,245.36	1,245.36	
03-22375 CHILD SUPPORT						
IDAHO CHILD SUPPORT RECEIPTING	20190118-1	CHILD SUPPORT - #335546	01/16/19	178.14	178.14	01/18/2019
IDAHO CHILD SUPPORT RECEIPTING	20190118-2	CHILD SUPPORT - #195240	01/16/19	187.38	187.38	01/18/2019
IDAHO CHILD SUPPORT RECEIPTING	20190118-4	CHILD SUPPORT - #301057	01/16/19	225.08	225.08	01/18/2019
Total 03-22375 CHILD SUPPORT:				590.60	590.60	
Total :				2,058.56	2,058.56	
Total PAYROLL PAYABLES CLEARING:				2,058.56	2,058.56	
GENERAL FUND						
10-14250 PREPAID WORKERS COMP. INS.						
STATE INSURANCE FUND	19917445	PREMIUM INSTALLMENT - #163590	01/14/19	22,524.00	.00	
Total 10-14250 PREPAID WORKERS COMP. INS.:				22,524.00	.00	
Total :				22,524.00	.00	
MAYOR & COUNCIL						
10-41-150-554.0 EMPLOYEE HOLIDAY PARTY						
U.S. BANK - CARD SERVICES	201812- T. MALVIC	CHRISTMAS BOXED CARDS - ALL STA	12/26/18	79.98	.00	
U.S. BANK - CARD SERVICES	201812-STOKES	CHRISTMAS GIFT CARDS - STAFF	12/26/18	1,638.75	.00	
Total 10-41-150-554.0 EMPLOYEE HOLIDAY PARTY:				1,718.73	.00	
Total MAYOR & COUNCIL:				1,718.73	.00	
INFORMATION SYSTEMS						
10-42-150-240.0 MINOR EQUIPMENT						
U.S. BANK - CARD SERVICES	201812-CURTIN	8-OUTLET UNINTERRUPTIBLE POWER	12/26/18	444.00	.00	
U.S. BANK - CARD SERVICES	201812-CURTIN	TRIPPLITE REPLACEMENT BATTERY	12/26/18	217.10	.00	
Total 10-42-150-240.0 MINOR EQUIPMENT:				661.10	.00	
10-42-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	55109514-IT	FUEL - A/C #6000643053	01/06/19	42.49	.00	
Total 10-42-150-250.0 MOTOR FUELS AND LUBRICANTS:				42.49	.00	
10-42-150-460.0 TELEPHONE						
U.S. BANK - CARD SERVICES	201812-CURTIN	PHONE CASE	12/26/18	9.99	.00	
VERIZON WIRELESS	9821430514	#965453972 - INFO SYSTEMS	01/01/19	71.09	.00	
VERIZON WIRELESS	9821430514	#965453972 - INFO SYSTEMS	01/01/19	91.66	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-42-150-460.0 TELEPHONE:				172.74	.00	
10-42-150-463.0 DIGITAL PHONE SYSTEM						
CTC BUSINESS	035373-201902	DIGITAL PHONE SVC - #035373	01/31/19	1,769.55	.00	
Total 10-42-150-463.0 DIGITAL PHONE SYSTEM:				1,769.55	.00	
10-42-150-465.0 COMMUNICATIONS - ETHERNET						
FRONTIER	0119-0058	ETHERNET	01/05/19	975.00	.00	
FRONTIER	0119-7142	ETHERNET	01/07/19	1,064.00	.00	
Total 10-42-150-465.0 COMMUNICATIONS - ETHERNET:				2,039.00	.00	
Total INFORMATION SYSTEMS:				4,684.88	.00	
CITY MANAGER						
10-43-150-275.0 PUBLIC RELATIONS						
U.S. BANK - CARD SERVICES	201812-GREAVES	PROMO BY SLIDELY	12/26/18	49.00	.00	
Total 10-43-150-275.0 PUBLIC RELATIONS:				49.00	.00	
10-43-150-420.0 TRAVEL AND MEETINGS						
U.S. BANK - CARD SERVICES	201812-SPICKARD	MEAL - TOUR CITY OF MERIDIAN FACI	12/26/18	50.00	.00	
Total 10-43-150-420.0 TRAVEL AND MEETINGS:				50.00	.00	
10-43-150-440.0 PROFESSIONAL DEVELOPMENT						
U.S. BANK - CARD SERVICES	201812- T. MALVIC	IPMA-SCP CERTIFICATION STUDY GUI	12/26/18	100.00	.00	
U.S. BANK - CARD SERVICES	201812- T. MALVIC	IPMS - SCP ANNUAL MEMBERSHIP	12/26/18	109.00	.00	
Total 10-43-150-440.0 PROFESSIONAL DEVELOPMENT:				209.00	.00	
10-43-150-460.0 TELEPHONE						
VERIZON WIRELESS	9821430514	#965453972 - CITY MANAGER	01/01/19	37.41	.00	
Total 10-43-150-460.0 TELEPHONE:				37.41	.00	
Total CITY MANAGER:				345.41	.00	
ADMINISTRATIVE COSTS						
10-44-150-260.0 POSTAGE						
U.S. BANK - CARD SERVICES	201812-WAGNER	SHIPPING - BUSINESS LICENSES	12/26/18	47.42	.00	
Total 10-44-150-260.0 POSTAGE:				47.42	.00	
10-44-150-440.0 PROFESSIONAL DEVELOPMENT						
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	4.87	.00	
Total 10-44-150-440.0 PROFESSIONAL DEVELOPMENT:				4.87	.00	
10-44-150-460.0 TELEPHONE						
FRONTIER	0119-7142	PHONE SERVICE	01/07/19	193.22	.00	
Total 10-44-150-460.0 TELEPHONE:				193.22	.00	
10-44-150-490.0 HEAT, LIGHTS, AND UTILITIES						
AMERIGAS PROPANE L.P.	3087464634-AN	PROPANE - A/C #200810869	01/15/19	261.93	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
IDAHO POWER	0119-2201313992	ENERGY CHARGE PER KWH	01/16/19	953.58	.00	
Total 10-44-150-490.0 HEAT, LIGHTS, AND UTILITIES:				1,215.51	.00	
10-44-150-500.0 RENTAL - OFFICE EQUIPMENT						
RICOH AMERICAS CORP.	9026996498-CH/P	RICOH MPC6004 COPIER LEASE	01/12/19	285.32	.00	
TIAA BANK	5896753	RICOH MPC4503 LEASE #41053716	01/18/19	138.00	.00	
Total 10-44-150-500.0 RENTAL - OFFICE EQUIPMENT:				423.32	.00	
10-44-150-500.1 RENTAL - EQUIPMENT MAINTENANCE						
FISHER'S TECHNOLOGY	658498	LANIER MPC4503 BASE MAINT. AGREE	01/07/19	102.45	.00	
FISHER'S TECHNOLOGY	658498	LANIER MPC4503 MAINT. AGREEMENT	01/07/19	38.97	.00	
Total 10-44-150-500.1 RENTAL - EQUIPMENT MAINTENANCE:				141.42	.00	
Total ADMINISTRATIVE COSTS:				2,025.76	.00	
CITY CLERK						
10-46-150-420.0 TRAVEL AND MEETINGS						
U.S. BANK - CARD SERVICES	201812-WAGNER	MEAL - AIC LEGISLATIVE MEETING	12/26/18	16.20	.00	
U.S. BANK - CARD SERVICES	201812-WAGNER	PARKING - AIC LEGISLATIVE MEETING	12/26/18	15.00	.00	
Total 10-46-150-420.0 TRAVEL AND MEETINGS:				31.20	.00	
Total CITY CLERK:				31.20	.00	
COMMUNITY DEVELOPMENT						
10-48-100-160.0 EMPLOYEE RECOGNITION						
U.S. BANK - CARD SERVICES	201812-GROENEV	SNACKS - STAFF APPRECIATION MTG	12/26/18	41.63	.00	
Total 10-48-100-160.0 EMPLOYEE RECOGNITION:				41.63	.00	
10-48-150-210.0 DEPARTMENT SUPPLIES						
U.S. BANK - CARD SERVICES	201812-GROENEV	INK CARTRIDGES	12/26/18	88.24	.00	
Total 10-48-150-210.0 DEPARTMENT SUPPLIES:				88.24	.00	
10-48-150-440.0 PROFESSIONAL DEVELOPMENT						
U.S. BANK - CARD SERVICES	201812-GROENEV	PARKING - BOISE AIRPORT	12/26/18	80.50	.00	
U.S. BANK - CARD SERVICES	201812-GROENEV	BAGGAGE FEE	12/26/18	19.48	.00	
U.S. BANK - CARD SERVICES	201812-GROENEV	CREDIT - INCORRECT BILLING	12/26/18	16.01	.00	
U.S. BANK - CARD SERVICES	201812-GROENEV	MEAL - MT. TOWN CONFERENCE	12/26/18	37.24	.00	
U.S. BANK - CARD SERVICES	201812-GROENEV	MEAL - MT. TOWN CONFERENCE	12/26/18	19.57	.00	
U.S. BANK - CARD SERVICES	201812-GROENEV	MEAL - MT. TOWN CONFERENCE	12/26/18	14.28	.00	
U.S. BANK - CARD SERVICES	201812-GROENEV	MEAL - MT. TOWN CONFERENCE	12/26/18	7.33	.00	
U.S. BANK - CARD SERVICES	201812-GROENEV	LODGING - M. GROENEVELT (4 NIGHT	12/26/18	624.36	.00	
U.S. BANK - CARD SERVICES	201812-GROENEV	SNACK - MT. TOWN CONFERENCE	12/26/18	4.89	.00	
U.S. BANK - CARD SERVICES	201812-GROENEV	MEAL - MT. TOWN CONFERENCE	12/26/18	15.56	.00	
U.S. BANK - CARD SERVICES	201812-GROENEV	MEAL - MT. TOWN CONFERENCE	12/26/18	30.26	.00	
U.S. BANK - CARD SERVICES	201812-GROENEV	MEAL - MT. TOWN CONFERENCE	12/26/18	13.36	.00	
U.S. BANK - CARD SERVICES	201812-GROENEV	TRANSPORTATION - TO/FROM AIRPOR	12/26/18	95.37	.00	
Total 10-48-150-440.0 PROFESSIONAL DEVELOPMENT:				946.19	.00	
10-48-150-460.0 TELEPHONE						
VERIZON WIRELESS	9821430514	#965453972 - COM DEV - EQUIPMENT	01/01/19	56.78	.00	
VERIZON WIRELESS	9821430514	#965453972 - COM DEV	01/01/19	54.44	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
VERIZON WIRELESS	9821430514	#965453972 - COM DEV - EQUIPMENT	01/01/19	40.01	.00	
VERIZON WIRELESS	9821430514	#965453972 - COM DEV	01/01/19	37.41	.00	
VERIZON WIRELESS	9821430514	#965453972 - COM DEV	01/01/19	56.60	.00	
VERIZON WIRELESS	9821430514	#965453972 - COM DEV	01/01/19	53.24	.00	
Total 10-48-150-460.0 TELEPHONE:				298.48	.00	
Total COMMUNITY DEVELOPMENT:				1,374.54	.00	
POLICE DEPARTMENT						
10-50-150-210.0 DEPARTMENT SUPPLIES						
U.S. BANK - CARD SERVICES	201812-RYSKA	LIQUID GEL PENS	12/26/18	18.99	.00	
U.S. BANK - CARD SERVICES	201812-WILLIAMS	BUSINESS CARDS	12/26/18	52.15	.00	
U.S. BANK - CARD SERVICES	201812-WILLIAMS	BUSINESS CARDS	12/26/18	73.46	.00	
U.S. BANK - CARD SERVICES	201812-WILLIAMS	BUSINESS CARDS	12/26/18	135.60	.00	
Total 10-50-150-210.0 DEPARTMENT SUPPLIES:				280.20	.00	
10-50-150-215.0 RANGE/AMMUNITION						
U.S. BANK - CARD SERVICES	201812-RYSKA	KWA AIRSOFT RIFLE	12/26/18	638.00	.00	
U.S. BANK - CARD SERVICES	201812-RYSKA	MA M2000 FULL METAL AIRSOFT RIFLE	12/26/18	90.00	.00	
U.S. BANK - CARD SERVICES	201812-RYSKA	KWA AIRSOFT GAS BLOWBACK MAGA	12/26/18	76.00	.00	
U.S. BANK - CARD SERVICES	201812-RYSKA	SHIPPING	12/26/18	25.00	.00	
U.S. BANK - CARD SERVICES	201812-WILLIAMS	TACTICAL CHARGING HANDLE, MIL-SP	12/26/18	222.25	.00	
Total 10-50-150-215.0 RANGE/AMMUNITION:				1,051.25	.00	
10-50-150-240.0 MINOR EQUIPMENT						
U.S. BANK - CARD SERVICES	201812-ARRASMIT	USB DRIVER	12/26/18	10.59	.00	
U.S. BANK - CARD SERVICES	201812-RYSKA	ADJUSTABLE KEYBOARD	12/26/18	64.99	.00	
U.S. BANK - CARD SERVICES	201812-RYSKA	JUMP STARTER	12/26/18	127.52	.00	
Total 10-50-150-240.0 MINOR EQUIPMENT:				203.10	.00	
10-50-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	55109326-PD	FUEL - A/C #7898226282	01/06/19	2,081.23	.00	
Total 10-50-150-250.0 MOTOR FUELS AND LUBRICANTS:				2,081.23	.00	
10-50-150-420.0 TRAVEL AND MEETINGS						
U.S. BANK - CARD SERVICES	201812-PALMER	MEAL - PICKUP P664 BOISE	12/26/18	23.15	.00	
Total 10-50-150-420.0 TRAVEL AND MEETINGS:				23.15	.00	
10-50-150-440.0 PROFESSIONAL DEVELOPMENT						
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON	12/26/18	20.32	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON	12/26/18	4.87	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	INCORRECT BILLING	12/26/18	10.00	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - USE OF FORCE REFRESHER	12/26/18	11.97	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - USE OF FORCE REFRESHER	12/26/18	18.48	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - USE OF FORCE REFRESHER	12/26/18	4.87	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	9.05	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - USE OF FORCE TRAINING	12/26/18	5.69	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	CREDIT - MEAL	12/26/18	1.48	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - USE OF FORCE REFRESHER	12/26/18	9.96	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	4.87	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	14.56	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	9.32	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	9.05	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	4.87	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	20.32	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	6.31	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	4.87	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	8.58	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	22.82	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	4.87	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	8.48	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	4.87	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	8.27	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	21.00	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	10.87	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	4.87	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	CREDIT - INCORRECT BILLING	12/26/18	10.00	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	8.27	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	14.36	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	17.00	.00	
U.S. BANK - CARD SERVICES	201812-ARRASMIT	MEAL - ARCON TRAINING	12/26/18	9.05	.00	
U.S. BANK - CARD SERVICES	201812-PALMER	MEAL - BACKGROUND TRAINING	12/26/18	45.60	.00	
U.S. BANK - CARD SERVICES	201812-PALMER	LODGING - D. PALMER (2 NIGHTS)	12/26/18	183.24	.00	
U.S. BANK - CARD SERVICES	201812-PALMER	LODGING - B. GESTRIN (2 NIGHTS)	12/26/18	183.24	.00	
U.S. BANK - CARD SERVICES	201812-PALMER	MEAL - BACKGROUND TRAINING	12/26/18	25.00	.00	
U.S. BANK - CARD SERVICES	201812-PALMER	MEAL - BACKGROUND TRAINING	12/26/18	19.78	.00	
U.S. BANK - CARD SERVICES	201812-PALMER	MEAL - BACKGROUND TRAINING	12/26/18	61.88	.00	
Total 10-50-150-440.0 PROFESSIONAL DEVELOPMENT:				819.95	.00	
10-50-150-460.0 TELEPHONE						
FRONTIER	0119-2144	PHONE SERVICE	01/07/19	30.72	.00	
VERIZON WIRELESS	9821430514	#965453972 - POLICE DEPT.	01/01/19	37.41	.00	
VERIZON WIRELESS	9821430514	#965453972 - POLICE DEPT.	01/01/19	53.24	.00	
Total 10-50-150-460.0 TELEPHONE:				121.37	.00	
10-50-150-500.0 RENTAL - OFFICE EQUIPMENT						
WELLS FARGO EQUIPMENT FINANCE	5005718657-PD/A	XEROX C405 #603-0173151	01/01/19	53.42	.00	
WELLS FARGO EQUIPMENT FINANCE	5005718658-PD	XEROX C8045 #603-0173257-000 MIN. U	01/01/19	429.66	.00	
WELLS FARGO EQUIPMENT FINANCE	5005718658-PD	XEROX C8045 #603-0173257-000 INSUR	01/01/19	25.07	.00	
Total 10-50-150-500.0 RENTAL - OFFICE EQUIPMENT:				508.15	.00	
10-50-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
U.S. BANK - CARD SERVICES	201812-BATES	CAR WASH	12/26/18	7.00	.00	
U.S. BANK - CARD SERVICES	201812-PALMER	CAR WASH	12/26/18	7.00	.00	
U.S. BANK - CARD SERVICES	201812-RUSKOVIC	CAR WASH	12/26/18	7.00	.00	
U.S. BANK - CARD SERVICES	201812-RYSKA	VEHICLE REGISTRATION	12/26/18	23.00	.00	
U.S. BANK - CARD SERVICES	201812-RYSKA	FLOOR MATS	12/26/18	197.90	.00	
U.S. BANK - CARD SERVICES	201812-WANN	CAR WASH	12/26/18	7.00	.00	
U.S. BANK - CARD SERVICES	201812-WILLIAMS	CAR WASH	12/26/18	7.00	.00	
Total 10-50-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				255.90	.00	
Total POLICE DEPARTMENT:				5,344.30	.00	
Total GENERAL FUND:				38,048.82	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PUBLIC WORKS & STREETS FUND						
PUBLIC WORKS & STREETS						
24-55-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	55109327-PW	FUEL - A/C #7898226290	01/06/19	12,119.64	.00	
Total 24-55-150-250.0 MOTOR FUELS AND LUBRICANTS:				12,119.64	.00	
24-55-150-460.0 TELEPHONE						
VERIZON WIRELESS	9821430514	#965453972 - PW-STREETS	01/01/19	53.24	.00	
VERIZON WIRELESS	9821430514	#965453972 - PW-STREETS	01/01/19	53.24	.00	
VERIZON WIRELESS	9821430514	#965453972 - PW-STREETS	01/01/19	53.24	.00	
VERIZON WIRELESS	9821430514	#965453972 - PW-STREETS	01/01/19	37.41	.00	
VERIZON WIRELESS	9821430514	#965453972 - PW-STREETS	01/01/19	18.23	.00	
Total 24-55-150-460.0 TELEPHONE:				215.36	.00	
24-55-150-490.0 HEAT, LIGHTS, AND UTILITIES						
AMERIGAS PROPANE L.P.	3087143523-PW	PROPANE - A/C #200810869	01/08/19	304.42	.00	
AMERIGAS PROPANE L.P.	3087565515-PW	PROPANE-#200810869-PW	01/17/19	304.02	.00	
IDAHO POWER	0119-2201313992	ENERGY CHARGE PER KWH	01/16/19	647.08	.00	
Total 24-55-150-490.0 HEAT, LIGHTS, AND UTILITIES:				1,255.52	.00	
24-55-150-491.0 STREET LIGHTS - POWER						
IDAHO POWER	0119-2201313992	ENERGY CHARGE PER KWH	01/16/19	1,852.25	.00	
Total 24-55-150-491.0 STREET LIGHTS - POWER:				1,852.25	.00	
24-55-150-500.0 RENTAL - OFFICE EQUIPMENT						
RICOH AMERICAS CORP.	9026996498-CH/P	RICOH MPC3004 COPIER LEASE	01/12/19	176.93	.00	
Total 24-55-150-500.0 RENTAL - OFFICE EQUIPMENT:				176.93	.00	
24-55-200-702.0 CAPITAL PURCHASES						
U.S. BANK - CARD SERVICES	201812-MALVICH	DUMP TRUCK DELIVERY DOWNPAYME	12/26/18	1,627.50	.00	
Total 24-55-200-702.0 CAPITAL PURCHASES:				1,627.50	.00	
Total PUBLIC WORKS & STREETS:				17,247.20	.00	
Total PUBLIC WORKS & STREETS FUND:				17,247.20	.00	
RECREATION FUND						
RECREATION - PROGRAMS						
28-58-150-210.0 DEPARTMENT SUPPLIES						
U.S. BANK - CARD SERVICES	201812-BORK	UTILITY KNIFE, TAPE MEASURE	12/26/18	16.46	.00	
U.S. BANK - CARD SERVICES	201812-BORK	RECEPTION FLOOR HEATER	12/26/18	31.99	.00	
U.S. BANK - CARD SERVICES	201812-BORK	YOUTH SNOWSHOES - LOANER EQUIP	12/26/18	150.00	.00	
Total 28-58-150-210.0 DEPARTMENT SUPPLIES:				198.45	.00	
28-58-150-300.0 PROFESSIONAL SERVICES						
U.S. BANK - CARD SERVICES	201812-WOODS	MOVIE - WINTER TRIP TO CASCADE	12/26/18	250.00	.00	
Total 28-58-150-300.0 PROFESSIONAL SERVICES:				250.00	.00	
28-58-150-420.0 TRAVEL AND MEETINGS						
U.S. BANK - CARD SERVICES	201812-WOODS	MEAL - 2ND FRIDAY LUNCH	12/26/18	11.18	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 28-58-150-420.0 TRAVEL AND MEETINGS:				11.18	.00	
28-58-150-440.0 PROFESSIONAL DEVELOPMENT						
U.S. BANK - CARD SERVICES	201812-WOLF	IRPA CONFERENCE REGISTRATION	12/26/18	475.00	.00	
Total 28-58-150-440.0 PROFESSIONAL DEVELOPMENT:				475.00	.00	
28-58-150-460.0 TELEPHONE						
VERIZON WIRELESS	9821430514	#965453972 - PARKS/REC-PROGRAMS	01/01/19	53.24	.00	
VERIZON WIRELESS	9821430514	#965453972 - PARKS/REC-PROGRAMS	01/01/19	40.01	.00	
VERIZON WIRELESS	9821430514	#965453972 - PARKS/REC-PROGRAMS	01/01/19	53.24	.00	
Total 28-58-150-460.0 TELEPHONE:				146.49	.00	
28-58-150-490.0 HEAT, LIGHTS, AND UTILITIES						
IDAHO POWER	0119-2201313992	ENERGY CHARGE PER KWH	01/16/19	422.41	.00	
Total 28-58-150-490.0 HEAT, LIGHTS, AND UTILITIES:				422.41	.00	
28-58-150-501.0 MAINT - COPIER - PER PAGE COST						
WELLS FARGO EQUIPMENT FINANCE	5005710247-PR	XEROX C7025 #6030192296000 MIN US	12/30/18	203.35	.00	
Total 28-58-150-501.0 MAINT - COPIER - PER PAGE COST:				203.35	.00	
Total RECREATION - PROGRAMS:				1,706.88	.00	
RECREATION - PARKS						
28-59-150-200.0 OFFICE SUPPLIES						
U.S. BANK - CARD SERVICES	201812-BORK	CLASP ENVELOPES	12/26/18	2.59	.00	
Total 28-59-150-200.0 OFFICE SUPPLIES:				2.59	.00	
28-59-150-210.0 DEPARTMENT SUPPLIES						
U.S. BANK - CARD SERVICES	201812-WOODS	MILE HIGH EVENT BAGS	12/26/18	65.64	.00	
Total 28-59-150-210.0 DEPARTMENT SUPPLIES:				65.64	.00	
28-59-150-212.0 HOLIDAY LIGHTS						
U.S. BANK - CARD SERVICES	201812-TRAPP	CHRISTMAS DECORATIONS	12/26/18	16.94	.00	
Total 28-59-150-212.0 HOLIDAY LIGHTS:				16.94	.00	
28-59-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	55109328-PR	FUEL - A/C #7898226308	01/06/19	785.09	.00	
Total 28-59-150-250.0 MOTOR FUELS AND LUBRICANTS:				785.09	.00	
28-59-150-300.0 PROFESSIONAL SERVICES						
U.S. BANK - CARD SERVICES	201812-BORK	SHIPPING	12/26/18	4.26	.00	
U.S. BANK - CARD SERVICES	201812-BORK	SHIPPING	12/26/18	2.42	.00	
Total 28-59-150-300.0 PROFESSIONAL SERVICES:				6.68	.00	
28-59-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS						
U.S. BANK - CARD SERVICES	201812-BORK	MEMBERSHIP - ASLA - K. WOLFE	12/26/18	440.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 28-59-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS:				440.00	.00	
28-59-150-440.0 PROFESSIONAL DEVELOPMENT						
U.S. BANK - CARD SERVICES	201812-WOLF	IRPA CONFERENCE REGISTRATION	12/26/18	450.00	.00	
U.S. BANK - CARD SERVICES	201812-WOLF	INLA EXPO REGISTRATIONS - 5 PARKS	12/26/18	725.00	.00	
Total 28-59-150-440.0 PROFESSIONAL DEVELOPMENT:				1,175.00	.00	
28-59-150-460.0 TELEPHONE						
VERIZON WIRELESS	9821430514	#965453972 - PARKS/REC-PARKS	01/01/19	53.24	.00	
VERIZON WIRELESS	9821430514	#965453972 - PARKS/REC-PARKS	01/01/19	37.41	.00	
VERIZON WIRELESS	9821430514	#965453972 - PARKS/REC-PARKS	01/01/19	68.41	.00	
VERIZON WIRELESS	9821430514	#965453972 - PARKS/REC-PARKS-EQP	01/01/19	40.01	.00	
Total 28-59-150-460.0 TELEPHONE:				199.07	.00	
28-59-150-490.0 HEAT, LIGHTS, AND UTILITIES						
IDAHO POWER	0119-2201313992	ENERGY CHARGE PER KWH	01/16/19	881.04	.00	
Total 28-59-150-490.0 HEAT, LIGHTS, AND UTILITIES:				881.04	.00	
Total RECREATION - PARKS:				3,572.05	.00	
Total RECREATION FUND:				5,278.93	.00	
AIRPORT FUND						
AIRPORT DEPARTMENT						
29-56-150-210.0 DEPARTMENT SUPPLIES						
U.S. BANK - CARD SERVICES	201812-SCHERER	BATTERY	12/26/18	31.79	.00	
Total 29-56-150-210.0 DEPARTMENT SUPPLIES:				31.79	.00	
29-56-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	5109330-A	FUEL - A/C #7898226365	01/06/19	64.68	.00	
Total 29-56-150-250.0 MOTOR FUELS AND LUBRICANTS:				64.68	.00	
29-56-150-460.0 TELEPHONE						
VERIZON WIRELESS	9821430514	#965453972 - AIRPORT	01/01/19	37.41	.00	
VERIZON WIRELESS	9821430514	#965453972 - AIRPORT	01/01/19	40.01	.00	
VERIZON WIRELESS	9821430514	#965453972 - AIRPORT	01/01/19	37.41	.00	
Total 29-56-150-460.0 TELEPHONE:				114.83	.00	
29-56-150-490.0 HEAT, LIGHTS, AND UTILITIES						
IDAHO POWER	0119-2201313992	ENERGY CHARGE PER KWH	01/16/19	1,316.88	.00	
Total 29-56-150-490.0 HEAT, LIGHTS, AND UTILITIES:				1,316.88	.00	
29-56-150-500.0 RENTAL - OFFICE EQUIPMENT						
WELLS FARGO EQUIPMENT FINANCE	5005718657-PD/A	XEROX C405 #603-0173151	01/01/19	53.41	.00	
Total 29-56-150-500.0 RENTAL - OFFICE EQUIPMENT:				53.41	.00	
Total AIRPORT DEPARTMENT:				1,581.59	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total AIRPORT FUND:				1,581.59	.00	
GOLF FUND						
GOLF OPERATIONS DEPARTMENT						
54-85-150-250.0 MOTOR FUELS AND LUBRICANTS						
DIAMOND FUEL & FEED SUPPLY INC.	20928	DIESEL FUEL WINTER BLEND	01/25/19	668.63	.00	
Total 54-85-150-250.0 MOTOR FUELS AND LUBRICANTS:				668.63	.00	
54-85-150-308.0 GOLF OPERATIONS - PRO SHARE						
McCALL GOLF COURSE/RESTAURAN	363	CONTRACT BONUS - \$540,000 - \$615,0	01/04/19	3,000.00	.00	
McCALL GOLF COURSE/RESTAURAN	363	CONTRACT BONUS - OVER \$615,000	01/04/19	9,627.84	.00	
Total 54-85-150-308.0 GOLF OPERATIONS - PRO SHARE:				12,627.84	.00	
54-85-150-460.0 TELEPHONE						
FRONTIER	0119-7160	PHONE SERVICE	01/07/19	36.29	.00	
VERIZON WIRELESS	9821430514	#965453972 - GOLF COURSE	01/01/19	53.69	.00	
Total 54-85-150-460.0 TELEPHONE:				89.98	.00	
54-85-150-461.0 CABLE ONE INTERNET SERVICES						
U.S. BANK - CARD SERVICES	201812-MCCORMI	CABLE ONE INTERNET	12/26/18	93.94	.00	
Total 54-85-150-461.0 CABLE ONE INTERNET SERVICES:				93.94	.00	
54-85-150-490.0 HEAT, LIGHTS, AND UTILITIES						
AMERIGAS PROPANE L.P.	3087464646-GC	PROPANE - A/C #200810869	01/15/19	303.91	.00	
IDAHO POWER	0119-2201313992	ENERGY CHARGE PER KWH	01/16/19	650.91	.00	
Total 54-85-150-490.0 HEAT, LIGHTS, AND UTILITIES:				954.82	.00	
54-85-150-491.0 CLUBHOUSE-HEAT, LIGHTS, UTILS						
IDAHO POWER	0119-2206866341-	ENERGY CHARGE PER KWH	01/12/19	1,156.77	.00	
Total 54-85-150-491.0 CLUBHOUSE-HEAT, LIGHTS, UTILS:				1,156.77	.00	
Total GOLF OPERATIONS DEPARTMENT:					15,591.98	.00
Total GOLF FUND:					15,591.98	.00
WATER FUND						
WATER DISTRIBUTION						
60-64-150-210.0 DEPARTMENT SUPPLIES						
U.S. BANK - CARD SERVICES	201812-DEVERE	WIRELESS HEADSET	12/26/18	212.52	.00	
U.S. BANK - CARD SERVICES	201812-DEVERE	WIRELESS HEADSET - SHIPPING	12/26/18	25.62	.00	
U.S. BANK - CARD SERVICES	201812-DEVERE	WIRELESS HEADSET - SERVICE AGRE	12/26/18	3.44	.00	
Total 60-64-150-210.0 DEPARTMENT SUPPLIES:				241.58	.00	
60-64-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	55109329-WT	FUEL - A/C #7898226340	01/06/19	1,060.92	.00	
Total 60-64-150-250.0 MOTOR FUELS AND LUBRICANTS:				1,060.92	.00	
60-64-150-260.0 POSTAGE						
BILLING DOCUMENT SPECIALISTS	51022	UTILITY BILLING POSTAGE	01/21/19	1,128.19	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 60-64-150-260.0 POSTAGE:				1,128.19	.00	
60-64-150-301.0 PROFESSIONAL SERVICES - BILLS						
BILLING DOCUMENT SPECIALISTS	51022	UTILITY BILLING PROCESSING	01/21/19	663.88	.00	
Total 60-64-150-301.0 PROFESSIONAL SERVICES - BILLS:				663.88	.00	
60-64-150-420.0 TRAVEL AND MEETINGS						
U.S. BANK - CARD SERVICES	201812-DEVERE	MEAL - EMPLOYEE MEETING	12/26/18	64.44	.00	
U.S. BANK - CARD SERVICES	201812-DEVERE	SNACKS - DEPARTMENT MEETING	12/26/18	18.05	.00	
Total 60-64-150-420.0 TRAVEL AND MEETINGS:				82.49	.00	
60-64-150-460.0 TELEPHONE						
VERIZON WIRELESS	9821430514	#965453972 - PW-WATER DIST	01/01/19	40.01	.00	
VERIZON WIRELESS	9821430514	#965453972 - PW-WATER DIST	01/01/19	37.41	.00	
VERIZON WIRELESS	9821430514	#965453972 - PW-WATER DIST	01/01/19	53.24	.00	
Total 60-64-150-460.0 TELEPHONE:				130.66	.00	
60-64-150-490.0 HEAT, LIGHTS, AND UTILITIES						
IDAHO POWER	0119-2201313992	ENERGY CHARGE PER KWH	01/16/19	883.46	.00	
Total 60-64-150-490.0 HEAT, LIGHTS, AND UTILITIES:				883.46	.00	
Total WATER DISTRIBUTION:				4,191.18	.00	
WATER TREATMENT						
60-65-150-250.0 MOTOR FUELS AND LUBRICANTS						
CHEVRON TEXACO	55109329-WT	FUEL - A/C #7898226340	01/06/19	265.23	.00	
Total 60-65-150-250.0 MOTOR FUELS AND LUBRICANTS:				265.23	.00	
60-65-150-420.0 TRAVEL AND MEETINGS						
U.S. BANK - CARD SERVICES	201812-DEVERE	SNACKS - DEPARTMENT MEETING	12/26/18	10.32	.00	
U.S. BANK - CARD SERVICES	201812-DEVERE	MEAL - EMPLOYEE MEETING	12/26/18	36.82	.00	
Total 60-65-150-420.0 TRAVEL AND MEETINGS:				47.14	.00	
60-65-150-460.0 TELEPHONE						
VERIZON WIRELESS	9821430514	#965453972 - PW-WATER TRTMT	01/01/19	53.24	.00	
VERIZON WIRELESS	9821430514	#965453972 - PW-WATER TRTMT	01/01/19	53.24	.00	
Total 60-65-150-460.0 TELEPHONE:				106.48	.00	
60-65-150-490.0 HEAT, LIGHTS, AND UTILITIES						
IDAHO POWER	0119-2201313992	ENERGY CHARGE PER KWH	01/16/19	2,896.47	.00	
IDAHO POWER	0119-2202559932-	ENERGY CHARGE PER KWH	01/12/19	3,608.94	.00	
Total 60-65-150-490.0 HEAT, LIGHTS, AND UTILITIES:				6,505.41	.00	
Total WATER TREATMENT:				6,924.26	.00	
Total WATER FUND:				11,115.44	.00	
Grand Totals:				90,922.52	2,058.56	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
LIBRARY FUND						
LIBRARY DEPARTMENT						
25-57-100-160.0 EMPLOYEE RECOGNITION						
U.S. BANK - CARD SERVICES	201812-LOJEK	CHRISTMAS GIFT CARDS - STAFF	12/26/18	120.00	.00	
Total 25-57-100-160.0 EMPLOYEE RECOGNITION:				120.00	.00	
25-57-150-420.0 TRAVEL AND MEETINGS						
U.S. BANK - CARD SERVICES	201812-SPICKARD	MEAL - TOUR CITY OF MERIDIAN FACI	12/26/18	50.00	.00	
Total 25-57-150-420.0 TRAVEL AND MEETINGS:				50.00	.00	
25-57-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS						
U.S. BANK - CARD SERVICES	201812-LOJEK	BOOKS	12/26/18	49.49	.00	
Total 25-57-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS:				49.49	.00	
25-57-150-460.0 TELEPHONE						
VERIZON WIRELESS	9821430514	#965453972 - LIBRARY	01/01/19	53.24	.00	
Total 25-57-150-460.0 TELEPHONE:				53.24	.00	
25-57-150-461.0 CABLEONE INTERNET SERVICES						
U.S. BANK - CARD SERVICES	201812-LOJEK	CABLE ONE INTERNET	12/26/18	78.44	.00	
Total 25-57-150-461.0 CABLEONE INTERNET SERVICES:				78.44	.00	
25-57-150-490.0 HEAT, LIGHTS, AND UTILITIES						
IDAHO POWER	0119-2201313992	ENERGY CHARGE PER KWH	01/16/19	329.49	.00	
Total 25-57-150-490.0 HEAT, LIGHTS, AND UTILITIES:				329.49	.00	
Total LIBRARY DEPARTMENT:				680.66	.00	
Total LIBRARY FUND:				680.66	.00	
Grand Totals:				680.66	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND						
ADMINISTRATIVE COSTS						
10-44-150-490.0 HEAT, LIGHTS, AND UTILITIES						
AMERIGAS PROPANE L.P.	3086970089-AN	PROPANE-#200810869-ANNEX	01/05/19	498.93	.00	
Total 10-44-150-490.0 HEAT, LIGHTS, AND UTILITIES:				498.93	.00	
Total ADMINISTRATIVE COSTS:				498.93	.00	
CITY CLERK						
10-46-150-599.0 RECORDS RETENTION - LASERFICHE						
MCCI LLC	16059	LF SUPPORT RENEWAL	12/30/18	3,318.00	.00	
MCCI LLC	16059	LF CLOUD RENEWAL	12/30/18	9,672.00	.00	
Total 10-46-150-599.0 RECORDS RETENTION - LASERFICHE:				12,990.00	.00	
Total CITY CLERK:				12,990.00	.00	
Total GENERAL FUND:				13,488.93	.00	
PUBLIC WORKS & STREETS FUND						
PUBLIC WORKS & STREETS						
24-55-150-490.0 HEAT, LIGHTS, AND UTILITIES						
AMERIGAS PROPANE L.P.	3086869970-PW	PROPANE-#200810869-PW	12/31/18	135.72	.00	
Total 24-55-150-490.0 HEAT, LIGHTS, AND UTILITIES:				135.72	.00	
Total PUBLIC WORKS & STREETS:				135.72	.00	
Total PUBLIC WORKS & STREETS FUND:				135.72	.00	
Grand Totals:				13,624.65	.00	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
01/19	01/31/2019	87749	2700	AMERIGAS PROPANE L.P.	10-20200	1,808.93
01/19	01/31/2019	87750	4645	BILLING DOCUMENT SPECIALISTS	60-20200	1,792.07
01/19	01/31/2019	87751	6760	CHEVRON TEXACO	10-20200	16,419.28
01/19	01/31/2019	87752	15860	CTC BUSINESS	10-20200	1,769.55
01/19	01/31/2019	87753	9080	DIAMOND FUEL & FEED SUPPLY INC.	54-20200	668.63
01/19	01/31/2019	87754	10985	FISHER'S TECHNOLOGY	10-20200	141.42
01/19	01/31/2019	87755	11500	FRONTIER	54-20200	2,299.23
01/19	01/31/2019	87756	15340	IDAHO POWER	54-20200	15,599.28
01/19	01/31/2019	87757	20530	McCALL GOLF COURSE/RESTAURANT	54-20200	12,627.84
01/19	01/31/2019	87758	20900	MCCI LLC	10-20200	12,990.00
01/19	01/31/2019	87759	25770	RICOH USA INC.	24-20200	462.25
01/19	01/31/2019	87760	29020	STATE INSURANCE FUND	10-20200	22,524.00
01/19	01/31/2019	87761	30060	TIAA BANK	10-20200	138.00
01/19	01/31/2019	87762	31020	U.S. BANK	28-20200	11,554.77
01/19	01/31/2019	87763	32020	VERIZON WIRELESS	10-20200	1,609.11
01/19	01/31/2019	87764	32560	WELLS FARGO FINANCIAL LEASING	10-20200	764.91
02/19	02/01/2019	87765	14860	IDAHO CHILD SUPPORT RECEIPTING	03-20200	590.60
Grand Totals:						<u>103,759.87</u>

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-11750 UTILITY CASH CLEARING						
REECE, DARYL	219501	REFUND - UTILITY A/C #2.1950.1	02/06/19	35.92	.00	
SARDEGNA, PAUL & MARY	200551	REFUND - UTILITY A/C #2.0055.1	01/29/19	40.36	.00	
CHRISTOPHERSON, KJELL	180451	REFUND - UTILITY A/C #1.8045.1	01/29/19	35.92	.00	
WAYNE, DAVE	219222	REFUND - UTILITY A/C #2.1922.2	01/16/19	35.29	.00	
TANGLEFOOT INVESTMENTS LLC	190891	REFUND - UTILITY A/C #1.9089.1	01/11/19	177.60	.00	
Total 01-11750 UTILITY CASH CLEARING:				325.09	.00	
Total :				325.09	.00	
Total :				325.09	.00	
PAYROLL PAYABLES CLEARING						
03-22375 CHILD SUPPORT						
IDAHO CHILD SUPPORT RECEIPTING	20190201-1	CHILD SUPPORT - #335546	01/30/19	178.14	178.14	02/01/2019
IDAHO CHILD SUPPORT RECEIPTING	20190201-2	CHILD SUPPORT - #195240	01/30/19	187.38	187.38	02/01/2019
IDAHO CHILD SUPPORT RECEIPTING	20190201-4	CHILD SUPPORT - #301057	01/30/19	225.08	225.08	02/01/2019
Total 03-22375 CHILD SUPPORT:				590.60	590.60	
Total :				590.60	590.60	
Total PAYROLL PAYABLES CLEARING:				590.60	590.60	
GENERAL FUND						
MAYOR & COUNCIL						
10-41-150-554.0 EMPLOYEE HOLIDAY PARTY						
BANYANS ON THE GREEN	20181214	HOLIDAY PARTY DINNER	12/14/18	1,020.00	.00	
BANYANS ON THE GREEN	20181214	18% GRATUITY	12/14/18	183.60	.00	
MAY HARDWARE INC.	931587	GIFT CARDS	12/14/18	60.00	.00	
Total 10-41-150-554.0 EMPLOYEE HOLIDAY PARTY:				1,263.60	.00	
Total MAYOR & COUNCIL:				1,263.60	.00	
INFORMATION SYSTEMS						
10-42-150-210.0 DEPARTMENT SUPPLIES						
OFFICE SAVERS ONLINE	22922-001	CUSTOM STAMP	12/16/18	35.99	.00	
Total 10-42-150-210.0 DEPARTMENT SUPPLIES:				35.99	.00	
10-42-150-610.0 COMPUTER SOFTWARE						
CDW GOVERNMENT INC.	QSV4830	ANNUAL RENEWAL OF NUTANIX HCI	01/21/19	6,796.00	.00	
PCMG INC.	O25750090101	ANNUAL RENEWAL OF HYCU BACKUP	01/23/19	3,300.00	.00	
Total 10-42-150-610.0 COMPUTER SOFTWARE:				10,096.00	.00	
Total INFORMATION SYSTEMS:				10,131.99	.00	
CITY MANAGER						
10-43-150-210.0 DEPARTMENT SUPPLIES						
ABC STAMP SIGNS & AWARDS	524204	NAME TAGS - A. SPICKARD	11/06/18	15.63	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-43-150-210.0 DEPARTMENT SUPPLIES:				15.63	.00	
Total CITY MANAGER:				15.63	.00	
ADMINISTRATIVE COSTS						
10-44-150-200.0 OFFICE SUPPLIES						
OFFICE SAVERS ONLINE	22680-001	SUPPLIES	11/28/18	175.13	.00	
OFFICE SAVERS ONLINE	22804001	SUPPLIES	12/06/18	98.96	.00	
OFFICE SAVERS ONLINE	22978-001	SUPPLIES	12/20/18	98.95	.00	
OFFICE SAVERS ONLINE	23071-001	SUPPLIES	01/02/19	114.96	.00	
OFFICE SAVERS ONLINE	23255-001	SUPPLIES	01/22/19	185.64	.00	
Total 10-44-150-200.0 OFFICE SUPPLIES:				673.64	.00	
10-44-150-260.0 POSTAGE						
U.S. POSTAL SERVICE	20190206	POSTAGE - METER A/C #18573386	02/06/19	500.00	.00	
Total 10-44-150-260.0 POSTAGE:				500.00	.00	
10-44-150-310.0 ATTORNEY - CIVIL NON-REIMB						
WHITE PETERSON P.A.	132096	GENERAL CITY ADMIN	01/31/19	5,500.00	.00	
Total 10-44-150-310.0 ATTORNEY - CIVIL NON-REIMB:				5,500.00	.00	
10-44-150-420.0 TRAVEL AND MEETINGS						
ALBERTSONS LLC	431824-012419-336	SNACKS - ICRMP TRAINING	01/24/19	16.00	.00	
ALBERTSONS LLC	722351-012919-336	SNACKS - ICRMP TRAINING	01/29/19	13.47	.00	
McCALL COFFEE ROASTERS	20181108	COFFEE	11/08/18	50.00	.00	
McCALL COFFEE ROASTERS	20181219	COFFEE	12/19/18	150.00	.00	
TREASURE VALLEY COFFEE INC.	2160:05947021	TEA, COCOA, SUGAR	01/15/19	28.49	.00	
TREASURE VALLEY COFFEE INC.	2160:05957505	TEA, COCOA, CREAMER, SUGAR	01/29/19	27.24	.00	
Total 10-44-150-420.0 TRAVEL AND MEETINGS:				285.20	.00	
10-44-150-450.0 CLEANING AND CUSTODIAL						
ALSCO	LBO1670217	FLOOR MATS	01/15/19	48.00	.00	
ALSCO	LBO1672178	FLOOR MATS	01/22/19	48.00	.00	
ALSCO	LBO1674090	FLOOR MATS	01/29/19	48.00	.00	
GEM STATE PAPER & SUPPLY	1292133-00	HAND TOWELS, PAPER TOWELS, BAT	01/10/19	102.43	.00	
GEM STATE PAPER & SUPPLY	1292133-01	STRETCHABLE HOSE	01/24/19	35.77	.00	
GEM STATE PAPER & SUPPLY	1295722-00	PAPER TOWELS, ICE MELT	01/24/19	69.18	.00	
MAY HARDWARE INC.	934047	PINE-SOL CLEANER	01/16/19	12.99	.00	
Total 10-44-150-450.0 CLEANING AND CUSTODIAL:				364.37	.00	
10-44-150-490.0 HEAT, LIGHTS, AND UTILITIES						
AMERIGAS PROPANE L.P.	3086970089-AN	PROPANE-#200810869-ANNEX	01/05/19	498.93	498.93	01/31/2019
AMERIGAS PROPANE L.P.	3088101454-AN	PROPANE-#200810869-ANNEX	01/30/19	288.73	.00	
MCCALL, CITY OF	0119-182601	WATER	01/14/19	147.01	.00	
MCCALL, CITY OF	0119-182702	WATER	01/14/19	35.92	.00	
PAYETTE LAKES RECREATIONAL	02/19-0516	SEWER FEES	02/01/19	185.40	.00	
PAYETTE LAKES RECREATIONAL	02/19-0518	SEWER FEES	02/01/19	46.35	.00	
Total 10-44-150-490.0 HEAT, LIGHTS, AND UTILITIES:				1,202.34	498.93	
10-44-150-500.0 RENTAL - OFFICE EQUIPMENT						
PITNEY BOWES	3308078796	QTRLY POSTAGE METER RENTAL	01/30/19	307.83	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-44-150-500.0 RENTAL - OFFICE EQUIPMENT:				307.83	.00	
10-44-150-500.1 RENTAL - EQUIPMENT MAINTENANCE						
FISHER'S TECHNOLOGY	665683	LANIER MPC4503 BASE MAINT. AGREE	02/01/19	102.45	.00	
FISHER'S TECHNOLOGY	665683	LANIER MPC4503 MAINT. AGREEMENT	02/01/19	.90	.00	
Total 10-44-150-500.1 RENTAL - EQUIPMENT MAINTENANCE:				103.35	.00	
10-44-150-570.0 REPAIRS - BUILDING AND GROUNDS						
A-1 HEATING & AIR CONDITIONING	391272	REMOVED LOUVERS TO ELIMINATE N	01/22/19	162.00	.00	
MAY HARDWARE INC.	931513	LOCK SERVICE CALL, CYLINDERS	12/13/18	203.47	.00	
ROGERS ELECTRIC INC	3691	REPLACE LIGHT	01/23/19	113.23	.00	
Total 10-44-150-570.0 REPAIRS - BUILDING AND GROUNDS:				478.70	.00	
Total ADMINISTRATIVE COSTS:				9,415.43	498.93	
FINANCE						
10-45-150-210.0 DEPARTMENT SUPPLIES						
KINETICO QUALITY WATER OF McCA	1784	WATER STAND RENTAL, WATER	01/31/19	49.75	.00	
OFFICE SAVERS ONLINE	22680-001	SUPPLIES	11/28/18	6.99	.00	
Total 10-45-150-210.0 DEPARTMENT SUPPLIES:				56.74	.00	
10-45-150-301.0 AUDIT FEES						
EIDE BAILLY LLP	EI00753431	ANNUAL AUDIT	01/29/19	51,000.00	.00	
Total 10-45-150-301.0 AUDIT FEES:				51,000.00	.00	
10-45-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
STAR NEWS, THE	52973	CLASSIFIED - DEPUTY TREASURER	12/31/18	138.00	.00	
STAR NEWS, THE	52994	DISPLAY AD - BUDGET AMENDMENT	12/31/18	440.00	.00	
Total 10-45-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				578.00	.00	
Total FINANCE:				51,634.74	.00	
CITY CLERK						
10-46-150-210.0 DEPARTMENT SUPPLIES						
OFFICE SAVERS ONLINE	22978-001	SUPPLIES	12/20/18	30.99	.00	
OFFICE SAVERS ONLINE	23255-001	SUPPLIES	01/22/19	6.49	.00	
Total 10-46-150-210.0 DEPARTMENT SUPPLIES:				37.48	.00	
10-46-150-300.0 PROFESSIONAL SERVICES						
SHADOW TRACKERS	RDK190024	BACKGROUND CHECKS	01/31/19	40.00	.00	
Total 10-46-150-300.0 PROFESSIONAL SERVICES:				40.00	.00	
10-46-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
STAR NEWS, THE	52973	CLASSIFIED - RECEPTIONIST	12/31/18	69.00	.00	
STAR NEWS, THE	52994	DISPLAY AD - ORDINANCE 976	12/31/18	291.50	.00	
STAR NEWS, THE	53060	LEGAL AD - ORDINANCE #977	01/10/19	169.86	.00	
Total 10-46-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				530.36	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-46-150-440.0 PROFESSIONAL DEVELOPMENT						
INTERNAT'L INSTITUTE OF	38379-2019	ANNUAL MEMBERSHIP FEE - S. TYLER	01/07/19	110.00	.00	
Total 10-46-150-440.0 PROFESSIONAL DEVELOPMENT:				110.00	.00	
10-46-150-599.0 RECORDS RETENTION - LASERFICHE						
MCCI LLC	16059	LF SUPPORT RENEWAL	12/30/18	3,318.00	3,318.00	01/31/2019
MCCI LLC	16059	LF CLOUD RENEWAL	12/30/18	9,672.00	9,672.00	01/31/2019
Total 10-46-150-599.0 RECORDS RETENTION - LASERFICHE:				12,990.00	12,990.00	
Total CITY CLERK:				13,707.84	12,990.00	
LOCAL OPTION TAX DEPARTMENT						
10-47-150-610.0 REC & CULTURAL ACTIVITIES (C)						
PAYETTE LAKES COMMUNITY ASSN.	19-43	LOT DISB. - AFTER SCHOOL PROGRA	02/06/19	10,000.00	.00	
ROOTS FOREST SCHOOL INC.	19-21	LOT DISB. - TREK TO THE NORTH POL	02/06/19	1,520.00	.00	
Total 10-47-150-610.0 REC & CULTURAL ACTIVITIES (C):				11,520.00	.00	
Total LOCAL OPTION TAX DEPARTMENT:				11,520.00	.00	
COMMUNITY DEVELOPMENT						
10-48-150-210.0 DEPARTMENT SUPPLIES						
OFFICE SAVERS ONLINE	22804001	SUPPLIES	12/06/18	15.99	.00	
RULE STUDIOS INC.	17630	EMBROIDERY - JACKETS	01/21/19	232.73	.00	
Total 10-48-150-210.0 DEPARTMENT SUPPLIES:				248.72	.00	
10-48-150-230.0 PRINTING AND BINDING						
PAYETTE LAKES PRINTING	1203	COPIES, SCANS	09/15/18	95.76	.00	
Total 10-48-150-230.0 PRINTING AND BINDING:				95.76	.00	
10-48-150-300.0 PROFESSIONAL SERVICES						
UNITED PARCEL SERVICE	8459E3029	SHIPPING	01/12/19	16.08	.00	
Total 10-48-150-300.0 PROFESSIONAL SERVICES:				16.08	.00	
10-48-150-420.0 TRAVEL AND MEETINGS						
ALBERTSONS LLC	808087-020519-336	SNACKS - P & Z MEETING	02/05/19	16.00	.00	
Total 10-48-150-420.0 TRAVEL AND MEETINGS:				16.00	.00	
10-48-150-440.0 PROFESSIONAL DEVELOPMENT						
POWELL, JOHN	20190128	REIMB. - MEALS/IDABO EDU INST	01/28/19	9.00	.00	
Total 10-48-150-440.0 PROFESSIONAL DEVELOPMENT:				9.00	.00	
10-48-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
BRUNEEL COMPANY INC.	MCC 0006344	NEW STUDED TIRES - INSPECTION V	01/10/19	672.08	.00	
STERLING BATTERY CO.	G47808	BATTERIES	01/11/19	104.95	.00	
Total 10-48-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				777.03	.00	
Total COMMUNITY DEVELOPMENT:				1,162.59	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
POLICE DEPARTMENT						
10-50-100-156.0 CLOTHING/UNIFORMS						
GALLS LLC	11667581	CREDIT - BOOTS	01/07/19	125.99-	.00	
GALLS LLC	11667632	CREDIT - BEANIE	01/07/19	22.50-	.00	
UNIFORMS2GEAR INC.	88026	CLOTHING	12/10/18	248.54	.00	
UNIFORMS2GEAR INC.	CRN-21784	CREDIT - CLOTHING	12/20/18	160.83-	.00	
Total 10-50-100-156.0 CLOTHING/UNIFORMS:				60.78-	.00	
10-50-150-210.0 DEPARTMENT SUPPLIES						
LIFELOC TECHNOLOGIES INC.	315298	MOUTH PIECES (250)	12/21/18	77.95	.00	
OFFICE SAVERS ONLINE	22680-001	SUPPLIES	11/28/18	2.22	.00	
OFFICE SAVERS ONLINE	22804001	SUPPLIES	12/06/18	143.10	.00	
OFFICE SAVERS ONLINE	22978-001	SUPPLIES	12/20/18	107.71	.00	
OFFICE SAVERS ONLINE	23255-001	SUPPLIES	01/22/19	83.89	.00	
ULINE INC.	104633379	RECLOSABLE BAGS	01/07/19	104.02	.00	
Total 10-50-150-210.0 DEPARTMENT SUPPLIES:				518.89	.00	
10-50-150-240.0 MINOR EQUIPMENT						
MAY HARDWARE INC.	K33598	KEY, VELCRO SQUARE	01/10/19	11.42	.00	
O'KEEFFE, DIANNE L.	485902	BLACKOUT CURTAIN	01/11/19	25.00	.00	
WHITE CLOUD COMMUNICATIONS IN	18816	MOBILE MICROPHONE	01/15/19	117.00	.00	
Total 10-50-150-240.0 MINOR EQUIPMENT:				153.42	.00	
10-50-150-260.0 POSTAGE						
UNITED PARCEL SERVICE	8459E3029	SHIPPING	01/12/19	10.24	.00	
Total 10-50-150-260.0 POSTAGE:				10.24	.00	
10-50-150-275.0 PUBLIC RELATIONS						
RIDLEY'S FAMILY MARKETS	9000600835	SNACKS - WINTER CARNIVAL	01/25/19	198.28	.00	
RIDLEY'S FAMILY MARKETS	9000610840	SNACKS - WINTER CARNIVAL	01/25/19	9.16	.00	
Total 10-50-150-275.0 PUBLIC RELATIONS:				207.44	.00	
10-50-150-300.0 PROFESSIONAL SERVICES						
ARRASMITH, SETH	20190204	REIMB. - POLICE ID CARD	02/04/19	5.00	.00	
CASCADE MEDICAL CENTER	7389C15123	EMERGENCY ROOM	01/03/19	1,138.20	.00	
GESTRIN, BRIAN	20190204	REIMB. - POLICE ID CARD	02/04/19	5.00	.00	
Total 10-50-150-300.0 PROFESSIONAL SERVICES:				1,148.20	.00	
10-50-150-440.0 PROFESSIONAL DEVELOPMENT						
POLICEONE.COM	49488	TASER CEW INSTR RE-CERT - PALME	02/04/19	495.00	.00	
POST ACADEMY, IDAHO	S9056508	INSTR. DEVELOPMENT - CCSO	12/13/18	300.00	.00	
Total 10-50-150-440.0 PROFESSIONAL DEVELOPMENT:				795.00	.00	
10-50-150-450.0 CLEANING AND CUSTODIAL						
BLUE RIBBON LINEN SUPPLY INC.	31134	FLOOR MATS	01/18/19	22.36	.00	
GEM STATE PAPER & SUPPLY	1291445-00	HAND TOWELS, DISINFECTANT SPRAY	01/10/19	89.26	.00	
Total 10-50-150-450.0 CLEANING AND CUSTODIAL:				111.62	.00	
10-50-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
BRUNEEL COMPANY INC.	MCC 0006192	SEASONAL CHANGEOVER	12/21/18	67.90	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
BRUNEEL COMPANY INC.	MCC 0006501	SMART SENSOR BATTERIES	02/01/19	120.00	.00	
JERRY'S AUTO PARTS	081073	WELD KWIK, BATTERY	01/10/19	12.40	.00	
STERLING BATTERY CO.	G47808	BATTERIES	01/11/19	104.95	.00	
Total 10-50-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				305.25	.00	
10-50-150-610.0 COMPUTER SOFTWARE						
LEXIPOL LLC	27556	ANNUAL POLICY MANUAL UPDATE FE	01/11/19	2,898.00	.00	
LEXIPOL LLC	27556	ANNUAL DAILY TRAINING BULLETINS F	01/11/19	2,700.00	.00	
Total 10-50-150-610.0 COMPUTER SOFTWARE:				5,598.00	.00	
Total POLICE DEPARTMENT:				8,787.28	.00	
CAPITAL IMPROVEMENT PLAN						
10-70-600-710.0 GENERAL FUND CIP						
BRUNEEL COMPANY INC.	MCC 0006193	TIRES FOR NEW PATROL VEHICLE	12/21/18	670.00	.00	
Total 10-70-600-710.0 GENERAL FUND CIP:				670.00	.00	
Total CAPITAL IMPROVEMENT PLAN:				670.00	.00	
Total GENERAL FUND:				108,309.10	13,488.93	
PUBLIC WORKS & STREETS FUND						
PUBLIC WORKS & STREETS						
24-55-100-154.0 UNEMPLOYMENT						
IDAHO DEPT. OF LABOR	20181231	UNEMPLOYMENT - 0007002912	12/31/18	249.94	.00	
Total 24-55-100-154.0 UNEMPLOYMENT:				249.94	.00	
24-55-100-156.0 CLOTHING/UNIFORMS						
D & B SUPPLY CO.	21449	BOOTS - CLEMENS	01/11/19	161.49	.00	
Total 24-55-100-156.0 CLOTHING/UNIFORMS:				161.49	.00	
24-55-150-210.0 DEPARTMENT SUPPLIES						
McCALL COFFEE ROASTERS	20181108	COFFEE	11/08/18	60.00	.00	
TREASURE VALLEY COFFEE INC.	2160:05856532	TEA, CREAMER	12/18/18	11.24	.00	
TREASURE VALLEY COFFEE INC.	2160:05957541	TEA, SUGAR	01/29/19	12.04	.00	
Total 24-55-150-210.0 DEPARTMENT SUPPLIES:				83.28	.00	
24-55-150-211.0 MECHANIC SHOP SUPPLIES						
C & M LUMBER CO. INC.	K71529	SILICA SAND	01/25/19	54.90	.00	
JERRY'S AUTO PARTS	082993	WHIP HOSE	01/24/19	34.54	.00	
TACOMA SCREW PRODUCTS INC.	29032074	STEEL PLOW BOLT, LOCK NUT	01/07/19	174.26	.00	
TACOMA SCREW PRODUCTS INC.	29033104	STEEL PLOW BOLT	01/17/19	3.55	.00	
TACOMA SCREW PRODUCTS INC.	29033105	STEEL MED LOCK WASHER	01/17/19	5.84	.00	
TACOMA SCREW PRODUCTS INC.	29033743	STEEL HEX CAP SCREW, SLOTTED NU	01/24/19	80.17	.00	
Total 24-55-150-211.0 MECHANIC SHOP SUPPLIES:				353.26	.00	
24-55-150-220.0 FIRST AID, SAFETY						
B C SALES CO. INC.	B388363	WINTER SAFETY CLOTHING	01/21/19	42.95	.00	
B C SALES CO. INC.	B388364	WINTER SAFETY CLOTHING	01/21/19	42.95	.00	
B C SALES CO. INC.	B388365	WINTER SAFETY CLOTHING	01/21/19	42.95	.00	
B C SALES CO. INC.	B388366	WINTER SAFETY CLOTHING	01/21/19	59.95	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 24-55-150-220.0 FIRST AID, SAFETY:				188.80	.00	
24-55-150-240.0 MINOR EQUIPMENT						
JERRY'S AUTO PARTS	080807	GAUGE	01/09/19	60.49	.00	
Total 24-55-150-240.0 MINOR EQUIPMENT:				60.49	.00	
24-55-150-250.0 MOTOR FUELS AND LUBRICANTS						
A & I DISTRIBUTORS	3240245	10/14Z VALV COBALT GRS, STATIC STI	01/09/19	249.19	.00	
A & I DISTRIBUTORS	3247116	2/2.5 GAL PURUS DEF	01/24/19	199.80	.00	
Total 24-55-150-250.0 MOTOR FUELS AND LUBRICANTS:				448.99	.00	
24-55-150-260.0 POSTAGE						
UNITED PARCEL SERVICE	8459E3029	SHIPPING	01/12/19	48.39	.00	
UNITED PARCEL SERVICE	8459E3029	SHIPPING	01/12/19	48.39	.00	
Total 24-55-150-260.0 POSTAGE:				96.78	.00	
24-55-150-300.0 PROFESSIONAL SERVICES						
DIGLINE INC.	59694-IN	A/C #415 - 22 ADDITIONAL CALLS	12/31/18	19.69	.00	
DIGLINE INC.	59928-IN	ANNUAL CONTRACT/FAX FEE - A/C #41	01/10/19	89.50	.00	
Total 24-55-150-300.0 PROFESSIONAL SERVICES:				109.19	.00	
24-55-150-350.0 ENGINEER SERVICES						
HORROCKS ENGINEERS INC.	49902	PH 19-02 MISC TRANSPORTATION EN	01/16/19	1,311.24	.00	
HORROCKS ENGINEERS INC.	50023	PH 19-02 MISC TRANSPORTATION EN	01/25/19	66.83	.00	
HORROCKS ENGINEERS INC.	50053	PH 19-02 MISC TRANSPORTATION EN	01/30/19	1,205.79	.00	
Total 24-55-150-350.0 ENGINEER SERVICES:				2,583.86	.00	
24-55-150-360.0 REIMBURSABLE DEVEL. FEES						
HORROCKS ENGINEERS INC.	49903	PH 18-07 LAND DEVELOPMENT REVIE	01/16/19	334.13	.00	
HORROCKS ENGINEERS INC.	49903	TASK 0500 THE FAIRWAYS	01/16/19	66.83	.00	
HORROCKS ENGINEERS INC.	49903	TASK 0600 EAGLE LAKE PUD PHASE 2	01/16/19	133.65	.00	
HORROCKS ENGINEERS INC.	49903	TASK 1700 ROS-18-25 1027 & 1029	01/16/19	66.83	.00	
HORROCKS ENGINEERS INC.	50024	TASK 1100 ST. LUKES DR-18-65	01/25/19	334.13	.00	
HORROCKS ENGINEERS INC.	50024	PH 18-07 LAND DEVELOPMENT REVIE	01/25/19	200.48	.00	
HORROCKS ENGINEERS INC.	50024	TASK 0700 ROS-18-29	01/25/19	267.30	.00	
HORROCKS ENGINEERS INC.	50024	TASK 0800 ROS-18-28	01/25/19	66.83	.00	
HORROCKS ENGINEERS INC.	50024	TASK 0900 DR-18-64	01/25/19	334.13	.00	
HORROCKS ENGINEERS INC.	50041	TASK 0400 DR-18-62, SR-18-15 248 ERN	01/29/19	66.83	.00	
HORROCKS ENGINEERS INC.	50041	TASK 0500 THE FAIRWAYS	01/29/19	66.83	.00	
HORROCKS ENGINEERS INC.	50041	TASK 1200 DR 18-67, 2056 EASTSIDE D	01/29/19	267.30	.00	
HORROCKS ENGINEERS INC.	50041	TASK 1300 DR 18-68, 1838 WARREN W	01/29/19	267.30	.00	
Total 24-55-150-360.0 REIMBURSABLE DEVEL. FEES:				2,472.57	.00	
24-55-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
STAR NEWS, THE	52994	DISPLAY AD - SNOW IN THE CITY	12/31/18	44.00	.00	
Total 24-55-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				44.00	.00	
24-55-150-490.0 HEAT, LIGHTS, AND UTILITIES						
AMERIGAS PROPANE L.P.	3086869970-PW	PROPANE-#200810869-PW	12/31/18	135.72	135.72	01/31/2019
AMERIGAS PROPANE L.P.	3087744034-PW	PROPANE-#200810869-PW	01/22/19	199.28	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
MCCALL, CITY OF	0119-183351	WATER	01/14/19	38.14	.00	
FRONTIER	0119-4170	PHONE SERVICE - CITY SHOP	01/07/19	42.68	.00	
PAYETTE LAKES RECREATIONAL	02/19-0520	SEWER FEES	02/01/19	46.35	.00	
Total 24-55-150-490.0 HEAT, LIGHTS, AND UTILITIES:				462.17	135.72	
24-55-150-540.0 STREET REPAIR - PATCHING						
McCALL RENTALS INC.	122495	PROPANE	02/01/19	31.92	.00	
Total 24-55-150-540.0 STREET REPAIR - PATCHING:				31.92	.00	
24-55-150-546.0 STREET REPAIR - STORM DRAIN						
FARWEST STEEL CORPORATION	1506097	GRATING, FLAT BAR	01/14/19	178.66	.00	
McCALL DELIVERY SERVICE	2019-0036	DELIVERY - WESTERN STATES	01/16/19	40.00	.00	
McCALL RENTALS INC.	122212	PROPANE	01/16/19	12.83	.00	
Total 24-55-150-546.0 STREET REPAIR - STORM DRAIN:				231.49	.00	
24-55-150-550.0 STREET REPAIR - LIGHTS						
C & N ELECTRICAL CONSTRUCTION	1108	REPAIR LOOSE NEUTRAL CONNECTIO	01/08/19	225.00	.00	
Total 24-55-150-550.0 STREET REPAIR - LIGHTS:				225.00	.00	
24-55-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
JERRY'S AUTO PARTS	082930	Z HOSE END FITTING	01/24/19	26.19	.00	
JERRY'S AUTO PARTS	083084	SERPENTINE BELT	01/25/19	20.71	.00	
JERRY'S AUTO PARTS	083091	COOLANT, Z HOSE END FITTING, WEA	01/25/19	77.52	.00	
LES SCHWAB TIRE CENTERS	12500220718	SERVICE CALL - O RING	01/09/19	58.99	.00	
LES SCHWAB TIRE CENTERS	12500221110	INSTALLED SPARE ON LOADER	01/15/19	105.00	.00	
LES SCHWAB TIRE CENTERS	12500221303	NEW TIRES - #35 LOADER	01/17/19	8,929.76	.00	
LES SCHWAB TIRE CENTERS	12500221303	O RINGS	01/17/19	43.96	.00	
LES SCHWAB TIRE CENTERS	12500221304	TIRE LIFE	01/17/19	139.95	.00	
McCALL DELIVERY SERVICE	2019-0036	DELIVERY - WESTERN STATES	01/16/19	35.00	.00	
WESTERN STATES EQUIPMENT CO.	IN000866626	WASHER, RING, SEAL, SHIM, O-RING	01/09/19	290.01	.00	
WESTERN STATES EQUIPMENT CO.	IN000870317	BEARING	01/14/19	279.27	.00	
WESTERN STATES EQUIPMENT CO.	IN000870332	BEARING	01/14/19	279.27	.00	
WESTERN STATES EQUIPMENT CO.	IN000870348	WASHER	01/14/19	64.64	.00	
WESTERN STATES EQUIPMENT CO.	IN000872737	SENDER AS	01/16/19	75.44	.00	
Total 24-55-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				10,425.71	.00	
24-55-200-702.0 CAPITAL PURCHASES						
MOUNTAIN HOME AUTO RANCH INC.	28503	F-350 FORD PICKUP	01/30/19	30,022.00	.00	
Total 24-55-200-702.0 CAPITAL PURCHASES:				30,022.00	.00	
Total PUBLIC WORKS & STREETS:				48,250.94	135.72	
Total PUBLIC WORKS & STREETS FUND:				48,250.94	135.72	
RECREATION FUND						
RECREATION - PROGRAMS						
28-58-100-156.0 CLOTHING/UNIFORMS						
SHOP STRANGE INC.	SO-010060	STAFF LONG SLEEVE SHIRTS, HOODIE	01/17/19	155.00	.00	
Total 28-58-100-156.0 CLOTHING/UNIFORMS:				155.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
28-58-150-210.0 DEPARTMENT SUPPLIES						
MAY HARDWARE INC.	934693	TAPE, DOWEL	01/23/19	19.66	.00	
MAY HARDWARE INC.	935573	ARCTIC PLOW/GRIP	02/04/19	21.59	.00	
RIDLEY'S FAMILY MARKETS	8000070941	SNACKS - TOTS & TYKES	01/22/19	10.96	.00	
RIDLEY'S FAMILY MARKETS	9000610913	SNACKS - TOTS & TYKES	01/15/19	15.88	.00	
Total 28-58-150-210.0 DEPARTMENT SUPPLIES:				68.09	.00	
28-58-150-300.0 PROFESSIONAL SERVICES						
McCALL-DONNELLY JT. SCHOOL	331	GYM RENTAL - PICKLEBALL	01/30/19	150.00	.00	
Total 28-58-150-300.0 PROFESSIONAL SERVICES:				150.00	.00	
28-58-150-490.0 HEAT, LIGHTS, AND UTILITIES						
MCCALL, CITY OF	0119-125601	WATER	01/14/19	59.23	.00	
PAYETTE LAKES RECREATIONAL	02/19-0507	SEWER FEES	02/01/19	46.35	.00	
Total 28-58-150-490.0 HEAT, LIGHTS, AND UTILITIES:				105.58	.00	
28-58-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
JERRY'S AUTO PARTS	083420	WIPER BLADES	01/28/19	12.73	.00	
Total 28-58-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				12.73	.00	
Total RECREATION - PROGRAMS:				491.40	.00	
RECREATION - PARKS						
28-59-100-156.0 CLOTHING/UNIFORMS						
SHOP STRANGE INC.	SO-010060	STAFF LONG SLEEVE SHIRTS, HOODIE	01/17/19	1,100.00	.00	
Total 28-59-100-156.0 CLOTHING/UNIFORMS:				1,100.00	.00	
28-59-100-160.0 EMPLOYEE RECOGNITION						
ALBERTSONS LLC	432469-012519-336	SNACKS - WINTER CARNIVAL	01/25/19	99.09	.00	
ALBERTSONS LLC	803833-013119-336	SNACKS - WINTER CARNIVAL	01/31/19	48.40	.00	
RIDLEY'S FAMILY MARKETS	8000250943	SNACKS - WINTER CARNIVAL	01/23/19	13.27	.00	
Total 28-59-100-160.0 EMPLOYEE RECOGNITION:				160.76	.00	
28-59-150-210.0 DEPARTMENT SUPPLIES						
FRANKLIN BUILDING SUPPLY	312479	SALT DEPOT ICE MELTER	01/31/19	64.95	.00	
KINETICO QUALITY WATER OF McCA	1785	WATER STAND RENTAL, WATER	01/31/19	28.90	.00	
MAY HARDWARE INC.	933496	ROLLER COVER, KOTER FRAME, PAIN	01/09/19	14.46	.00	
MAY HARDWARE INC.	934046	FILLR WD NAT SOLVNT	01/16/19	4.04	.00	
MAY HARDWARE INC.	934052	TRASH CANS	01/16/19	299.90	.00	
MAY HARDWARE INC.	934053	BLADE JIG SET	01/16/19	8.54	.00	
MAY HARDWARE INC.	935194	UTILITY KNIFE	01/30/19	20.12	.00	
MAY HARDWARE INC.	935537	CABLE, FERRULES/STOPS, SHRINK R	02/03/19	24.03	.00	
MAY HARDWARE INC.	K33577	USS HX CP GR	01/10/19	35.99	.00	
Total 28-59-150-210.0 DEPARTMENT SUPPLIES:				500.93	.00	
28-59-150-211.0 BATHROOM SUPPLIES						
GEM STATE PAPER & SUPPLY	1292136-00	HAND TOWELS, HAND SOAP, FACIAL T	01/10/19	407.53	.00	
GEM STATE PAPER & SUPPLY	1295726-00	PAPER TOWELS, FACIAL TISSUE, CAN	01/24/19	375.01	.00	
MAY HARDWARE INC.	933633	DISHWASHER SOAP	01/11/19	7.19	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 28-59-150-211.0 BATHROOM SUPPLIES:				789.73	.00	
28-59-150-226.0 IRRIGATION-CTRL ID HIST MUSEUM						
MCCALL, CITY OF	0119-152751	WATER	01/14/19	39.05	.00	
MCCALL, CITY OF	0119-152931	WATER	01/14/19	71.84	.00	
Total 28-59-150-226.0 IRRIGATION-CTRL ID HIST MUSEUM:				110.89	.00	
28-59-150-240.0 MINOR EQUIPMENT						
BUILDERS FIRSTSOURCE INC.	3282721	BELT SANDER, SAND BELT	01/31/19	372.40	.00	
Total 28-59-150-240.0 MINOR EQUIPMENT:				372.40	.00	
28-59-150-420.0 TRAVEL AND MEETINGS						
BORK, STEFANIE	20190122	REIMB. - MILEAGE/BOISE	01/22/19	116.63	.00	
Total 28-59-150-420.0 TRAVEL AND MEETINGS:				116.63	.00	
28-59-150-440.0 PROFESSIONAL DEVELOPMENT						
GROVE HOTEL, THE	524680	LODGING - INLA EXPO	01/18/19	298.00	.00	
GROVE HOTEL, THE	524681	SELF PARKING	01/18/19	15.00	.00	
GROVE HOTEL, THE	537546	LODGING - INLA EXPO	01/18/19	298.00	.00	
GROVE HOTEL, THE	537629	LODGING - INLA EXPO	01/18/19	298.00	.00	
GROVE HOTEL, THE	537630	SELF PARKING	01/18/19	30.00	.00	
Total 28-59-150-440.0 PROFESSIONAL DEVELOPMENT:				939.00	.00	
28-59-150-490.0 HEAT, LIGHTS, AND UTILITIES						
MCCALL, CITY OF	0119-156201	WATER	01/14/19	470.29	.00	
MCCALL, CITY OF	0119-218691	WATER	01/14/19	1,867.84	.00	
PAYETTE LAKES RECREATIONAL	02/19-0509	SEWER FEES	02/01/19	46.35	.00	
PAYETTE LAKES RECREATIONAL	02/19-0510	SEWER FEES	02/01/19	46.35	.00	
PAYETTE LAKES RECREATIONAL	02/19-0511	SEWER FEES	02/01/19	185.40	.00	
PAYETTE LAKES RECREATIONAL	02/19-0512	SEWER FEES	02/01/19	69.53	.00	
PAYETTE LAKES RECREATIONAL	02/19-0513	SEWER FEES	02/01/19	92.70	.00	
PAYETTE LAKES RECREATIONAL	02/19-0519	SEWER FEES	02/01/19	46.35	.00	
PAYETTE LAKES RECREATIONAL	02/19-0522	SEWER FEES	02/01/19	92.70	.00	
PAYETTE LAKES RECREATIONAL	02/19-0525	SEWER FEES	02/01/19	46.35	.00	
Total 28-59-150-490.0 HEAT, LIGHTS, AND UTILITIES:				2,963.86	.00	
28-59-150-570.0 REPAIRS - BUILDING AND GROUNDS						
CONCRETE CONSTRUCTION SUPPLY	M50620	SAMPLE FLOOR STAIN	01/09/19	15.00	.00	
MAY HARDWARE INC.	933401	DCKCRT TINT, FABRIC ROLLER, ROLL	01/08/19	53.06	.00	
MAY HARDWARE INC.	934440	RAT/MOUSE KILLER	01/21/19	15.28	.00	
MAY HARDWARE INC.	934824	EPOXY	01/25/19	7.73	.00	
MAY HARDWARE INC.	935093	SANDING DISCS	01/29/19	17.98	.00	
MAY HARDWARE INC.	935177	CAULK, WING NUT, DRAIN ASSEMBLY	01/30/19	15.72	.00	
MAY HARDWARE INC.	935190	BAIT STATION W/6 REFILL	01/30/19	8.99	.00	
MAY HARDWARE INC.	935194	WOOD TOILET SEAT	01/30/19	19.79	.00	
MAY HARDWARE INC.	935211	SS FAUCET CON	01/30/19	6.83	.00	
Total 28-59-150-570.0 REPAIRS - BUILDING AND GROUNDS:				160.38	.00	
28-59-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
JERRY'S AUTO PARTS	080810	OIL FILTER	01/09/19	2.02	.00	
JERRY'S AUTO PARTS	081671	BATTERY	01/15/19	103.46	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
JERRY'S AUTO PARTS	081815	STRAIGHT TUBING, CONNECTO	01/16/19	7.46	.00	
MAY HARDWARE INC.	K33535	CDCKCRT TINT	01/10/19	35.09	.00	
Total 28-59-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				148.03	.00	
28-59-150-590.0 REPAIRS - OTHER EQUIPMENT						
BLUETARP FINANCIAL INC.	41908717	SHURFLO SPRAY PUMP	01/16/19	339.98	.00	
JERRY'S AUTO PARTS	080688	OIL FILTER, OIL	01/08/19	21.71	.00	
JERRY'S AUTO PARTS	082422	V-BELTS	01/20/19	62.58	.00	
Total 28-59-150-590.0 REPAIRS - OTHER EQUIPMENT:				424.27	.00	
28-59-200-703.0 PATHWAYS						
BOELENS ENGINEERING	C19101	STRUCTURAL ENGINEERING - WOOLE	01/30/19	1,500.00	.00	
FALVEY'S LLC	992	RIVER BANK EROSION CONTROL - RIV	01/15/19	38,515.00	.00	
Total 28-59-200-703.0 PATHWAYS:				40,015.00	.00	
Total RECREATION - PARKS:				47,801.88	.00	
Total RECREATION FUND:				48,293.28	.00	
AIRPORT FUND						
AIRPORT DEPARTMENT						
29-56-150-210.0 DEPARTMENT SUPPLIES						
JERRY'S AUTO PARTS	080998	SHOP TOWELS	01/10/19	12.99	.00	
JERRY'S AUTO PARTS	083413	OIL DRY	01/28/19	17.10	.00	
MAY HARDWARE INC.	935384	DOOR STOP WEDGE, BATTERIES	02/01/19	20.67	.00	
Total 29-56-150-210.0 DEPARTMENT SUPPLIES:				50.76	.00	
29-56-150-250.0 MOTOR FUELS AND LUBRICANTS						
DIAMOND FUEL & FEED SUPPLY INC.	20987	DIESEL FUEL WINTER BLEND	01/24/19	2,701.74	.00	
JERRY'S AUTO PARTS	080996	DIESEL EXST FLD	01/10/19	49.40	.00	
JERRY'S AUTO PARTS	080998	CHEVRON GREASE EP1	01/10/19	37.50	.00	
JERRY'S AUTO PARTS	083413	DIESEL EXHAUST FLUID	01/28/19	49.40	.00	
Total 29-56-150-250.0 MOTOR FUELS AND LUBRICANTS:				2,838.04	.00	
29-56-150-350.0 ENGINEER SERVICES						
T-O ENGINEERS INC.	05113-8529	CONTINUING SERVICE FEE	01/09/19	1,200.00	.00	
Total 29-56-150-350.0 ENGINEER SERVICES:				1,200.00	.00	
29-56-150-490.0 HEAT, LIGHTS, AND UTILITIES						
MCCALL, CITY OF	0119-125631	WATER	01/14/19	78.50	.00	
MCCALL, CITY OF	0119-131601	WATER	01/14/19	35.92	.00	
PAYETTE LAKES RECREATIONAL	02/19-0508	SEWER FEES	02/01/19	46.35	.00	
PAYETTE LAKES RECREATIONAL	02/19-0523	SEWER FEES	02/01/19	92.70	.00	
Total 29-56-150-490.0 HEAT, LIGHTS, AND UTILITIES:				253.47	.00	
29-56-150-570.0 REPAIRS - BUILDING AND GROUNDS						
BUILDERS FIRSTSOURCE INC.	3285366	FASTENER	01/31/19	6.96	.00	
FRANKLIN BUILDING SUPPLY	303993	9"X75' GRACE VYCOR	01/21/19	40.59	.00	
Total 29-56-150-570.0 REPAIRS - BUILDING AND GROUNDS:				47.55	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
29-56-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
JERRY'S AUTO PARTS	080886	COOLANT	01/09/19	18.04	.00	
Total 29-56-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				18.04	.00	
29-56-150-590.0 REPAIRS - AIRPORT EQUIPMENT						
JERRY'S AUTO PARTS	076388	FUEL FILTER	12/07/18	13.36	.00	
JERRY'S AUTO PARTS	081018	CAP SCREW, WASHER, HEX NUTS, LO	01/10/19	11.44	.00	
JERRY'S AUTO PARTS	082307	WIPER BLADE	01/19/19	5.72	.00	
JERRY'S AUTO PARTS	082831	Z HOSE END FITTING, WEATHERSHIEL	01/23/19	30.97	.00	
LES SCHWAB TIRE CENTERS	12500221000	FLAT REPAIR - LOCK RING	01/14/19	30.00	.00	
M-B COMPANIES INC.	233838	BUSHING, URETHANE PLOW CUSHION	01/11/19	161.77	.00	
Total 29-56-150-590.0 REPAIRS - AIRPORT EQUIPMENT:				253.26	.00	
Total AIRPORT DEPARTMENT:				4,661.12	.00	
GRANT EXPENSES						
29-60-250-730.0 FEDERAL - AIP PROJECT						
T-O ENGINEERS INC.	180357-8596	AIRPORT - RELOCATE PARALLEL TAXI	01/14/19	2,059.83	.00	
Total 29-60-250-730.0 FEDERAL - AIP PROJECT:				2,059.83	.00	
29-60-250-731.0 FEDERAL - CITY MATCH (AIP)						
T-O ENGINEERS INC.	180357-8596	AIRPORT - RELOCATE PARALLEL TAXI	01/14/19	228.87	.00	
Total 29-60-250-731.0 FEDERAL - CITY MATCH (AIP):				228.87	.00	
Total GRANT EXPENSES:				2,288.70	.00	
Total AIRPORT FUND:				6,949.82	.00	
LOCAL OPTION TAX FUND						
LOCAL OPTION TAX DEPARTMENT						
31-49-200-700.0 REIMB. SEWER IMPROVEMENTS						
GRANITE EXCAVATION INC.	006-18025	IDAHO ST/BROWN DRIVE RECONSTRU	01/09/19	5,169.72	.00	
GRANITE EXCAVATION INC.	04-18044	2ND ST & LENORA PHASE 1A	01/10/19	832.20	.00	
HORROCKS ENGINEERS INC.	49902	PH 17-01 B IDAHO ST. RECONSTRUCTI	01/16/19	625.07	.00	
HORROCKS ENGINEERS INC.	49902	PH 17-03B 2ND ST & LENORA ST - PHA	01/16/19	3,481.23	.00	
HORROCKS ENGINEERS INC.	50023	PH 17-01 B IDAHO ST. RECONSTRUCTI	01/25/19	293.18	.00	
HORROCKS ENGINEERS INC.	50023	PH 17-03B 2ND ST & LENORA ST - PHA	01/25/19	1,102.41	.00	
HORROCKS ENGINEERS INC.	50053	PH 17-03B 2ND ST & LENORA ST - PHA	01/30/19	1,567.75	.00	
HORROCKS ENGINEERS INC.	50053	PH 17-01 B IDAHO ST. RECONSTRUCTI	01/30/19	143.78	.00	
Total 31-49-200-700.0 REIMB. SEWER IMPROVEMENTS:				13,215.34	.00	
31-49-200-702.0 MAINTENANCE IMPROVMNT PROJECTS						
HORROCKS ENGINEERS INC.	50023	PH 18-06 FY 2019 PAVEMENT MAINTEN	01/25/19	2,472.74	.00	
HORROCKS ENGINEERS INC.	50053	PH 18-06 FY 2019 PAVEMENT MAINTEN	01/30/19	2,147.85	.00	
Total 31-49-200-702.0 MAINTENANCE IMPROVMNT PROJECTS:				4,620.59	.00	
31-49-200-703.0 COMMERCE STREET						
CONSOLIDATED SUPPLY CO.	S9045092.001	12" TEST BALL	01/17/19	380.88	.00	
HORROCKS ENGINEERS INC.	49902	PH 16-1E COMMERCE ST RECONST	01/16/19	682.75	.00	
HORROCKS ENGINEERS INC.	50023	PH 16-1E COMMERCE ST RECONST	01/25/19	484.19	.00	
HORROCKS ENGINEERS INC.	50053	PH 16-1E COMMERCE ST RECONST	01/30/19	202.50	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 31-49-200-703.0 COMMERCE STREET:				1,750.32	.00	
31-49-200-704.0 DOWNTOWN CORE REDEVELOPMENT						
C & N ELECTRICAL CONSTRUCTION	1075	STREET LIGHT REPAIRS	11/26/18	1,516.40	.00	
GRANITE EXCAVATION INC.	04-18044	2ND ST & LENORA PHASE 1A	01/10/19	82,138.03	.00	
HORROCKS ENGINEERS INC.	49902	PH 17-03B 2ND ST & LENORA ST - PHA	01/16/19	17,116.05	.00	
HORROCKS ENGINEERS INC.	50023	PH 17-03B 2ND ST & LENORA ST - PHA	01/25/19	5,420.16	.00	
HORROCKS ENGINEERS INC.	50053	PH 19-02 MISC TRANSPORTATION EN	01/30/19	692.39	.00	
HORROCKS ENGINEERS INC.	50053	PH 17-03 DOWNTOWN CORE CONCEP/	01/30/19	2,120.38	.00	
HORROCKS ENGINEERS INC.	50053	PH 17-03A 2ND ST & LENORA ST FINAL	01/30/19	33,608.10	.00	
HORROCKS ENGINEERS INC.	50053	PH 17-03B 2ND ST & LENORA ST - PHA	01/30/19	7,708.10	.00	
Total 31-49-200-704.0 DOWNTOWN CORE REDEVELOPMENT:				150,319.61	.00	
31-49-200-705.0 IDAHO STREET						
GRANITE EXCAVATION INC.	006-18025	IDAHO ST/BROWN DRIVE RECONSTRU	01/09/19	82,235.09	.00	
HORROCKS ENGINEERS INC.	49902	PH 17-01 B IDAHO ST. RECONSTRUCTI	01/16/19	5,347.78	.00	
HORROCKS ENGINEERS INC.	50023	PH 19-02 MISC TRANSPORTATION EN	01/25/19	888.75	.00	
HORROCKS ENGINEERS INC.	50023	PH 17-01 B IDAHO ST. RECONSTRUCTI	01/25/19	2,508.27	.00	
HORROCKS ENGINEERS INC.	50053	PH 17-01 B IDAHO ST. RECONSTRUCTI	01/30/19	1,230.07	.00	
Total 31-49-200-705.0 IDAHO STREET:				92,209.96	.00	
Total LOCAL OPTION TAX DEPARTMENT:				262,115.82	.00	
Total LOCAL OPTION TAX FUND:				262,115.82	.00	
GOLF FUND						
GOLF OPERATIONS DEPARTMENT						
54-85-100-154.0 UNEMPLOYMENT						
IDAHO DEPT. OF LABOR	20181231	UNEMPLOYMENT - 0007002912	12/31/18	42.23	.00	
Total 54-85-100-154.0 UNEMPLOYMENT:				42.23	.00	
54-85-150-210.0 DEPARTMENT SUPPLIES						
ALSCO	LBO1670212	LAUNDRY	01/15/19	32.06	.00	
ALSCO	LBO1672171	LAUNDRY	01/22/19	32.06	.00	
ALSCO	LBO1674085	LAUNDRY	01/29/19	32.06	.00	
BLUETARP FINANCIAL INC.	41877129	DRAWER STORAGE CABS	01/10/19	158.95	.00	
BLUETARP FINANCIAL INC.	41884189	DIVIDER FOR SHELF	01/11/19	152.96	.00	
BOW WOW WASTE PRODUCTS	261594	PET WASTE BAGS, CAN LINERS	01/28/19	274.46	.00	
BUILDERS FIRSTSOURCE INC.	1067421	A-11 3/8 HAMMER STPL EG 5M	12/13/18	4.60	.00	
BUILDERS FIRSTSOURCE INC.	1067875	6MIL 20X100 POLY FILM CLR	12/19/18	94.99	.00	
BUILDERS FIRSTSOURCE INC.	1068924	10X5 PPRO SFH XWD BZ 5#	01/09/19	29.38	.00	
BUILDERS FIRSTSOURCE INC.	1068972	AXE HANDLE, ALCO PRODUCTS	01/09/19	17.98	.00	
BUILDERS FIRSTSOURCE INC.	1068979	HOUSE AX HANDLE	01/09/19	8.69	.00	
BUILDERS FIRSTSOURCE INC.	1068980	CREDIT - AXE HANDLE	01/09/19	7.99-	.00	
BUILDERS FIRSTSOURCE INC.	1069298	SWD SD SCREW	01/14/19	9.48	.00	
BUILDERS FIRSTSOURCE INC.	3261577	SAW CIRCULAR WRMDRV LITE	01/24/19	219.99	.00	
MAY HARDWARE INC.	935085	UTILITY KNIFE, BOX FAN	01/29/19	29.01	.00	
MAY HARDWARE INC.	935285	NAIL PULLER	01/31/19	35.98	.00	
MAY HARDWARE INC.	935398	DESK FAN, PLUNGE BLADE	02/01/19	41.38	.00	
OFFICE SAVERS ONLINE	22978-001	SUPPLIES	12/20/18	135.96	.00	
Total 54-85-150-210.0 DEPARTMENT SUPPLIES:				1,302.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
54-85-150-405.0 MARKETING						
McCALL AREA CHAMBER OF	1316	WINTER CARNIVAL CO-OP WITH BANY	01/22/19	500.00	.00	
VISION MARKETING LLC	4812	ADVERTISIING - GOLF NORTHWEST	02/01/19	1,000.00	.00	
Total 54-85-150-405.0 MARKETING:				1,500.00	.00	
54-85-150-440.0 PROFESSIONAL DEVELOPMENT						
CLARK, CALVIN	20190128	REIMB. - MILEAGE - TORO SCHOOL	01/28/19	123.12	.00	
CLARK, CALVIN	20190128	REIMB. - LODGING - TORO SCHOOL	01/28/19	216.14	.00	
IDAHO GCSA	1887	SPRING MEETING - McCORMICK	01/31/19	125.00	.00	
IDAHO GCSA	1887	SPRING MEETING - ROMERO	01/31/19	125.00	.00	
IDAHO GCSA	1887	SPRING MEETING - CLARK	01/31/19	125.00	.00	
Total 54-85-150-440.0 PROFESSIONAL DEVELOPMENT:				714.26	.00	
54-85-150-460.0 TELEPHONE						
FRONTIER	0119-1899	PHONE SERVICE - CLBHS LIFT STATIO	01/19/19	73.00	.00	
Total 54-85-150-460.0 TELEPHONE:				73.00	.00	
54-85-150-490.0 HEAT, LIGHTS, AND UTILITIES						
MCCALL, CITY OF	0119-176451	WATER	01/14/19	37.03	.00	
MAY SECURITY	14671	MONTHLY ALARM SVC #20389631	02/01/19	30.00	.00	
PAYETTE LAKES RECREATIONAL	02/19-0514	SEWER FEES	02/01/19	46.35	.00	
Total 54-85-150-490.0 HEAT, LIGHTS, AND UTILITIES:				113.38	.00	
54-85-150-491.0 CLUBHOUSE-HEAT, LIGHTS, UTILS						
MCCALL, CITY OF	0119-176501	WATER	01/14/19	225.51	.00	
PAYETTE LAKES RECREATIONAL	02/19-0515	SEWER FEES	02/01/19	69.53	.00	
Total 54-85-150-491.0 CLUBHOUSE-HEAT, LIGHTS, UTILS:				295.04	.00	
54-85-150-522.0 PORTABLE TOILET-RENT CONTRACT						
ASAP PORTABLES CO.	2019-982	TOILET CLEANING FY19	12/31/18	89.50	.00	
Total 54-85-150-522.0 PORTABLE TOILET-RENT CONTRACT:				89.50	.00	
54-85-150-570.0 REPAIRS - BUILDING AND GROUNDS						
BUILDERS FIRSTSOURCE INC.	1067421	7/16" 4X8 OSB	12/13/18	47.80	.00	
Total 54-85-150-570.0 REPAIRS - BUILDING AND GROUNDS:				47.80	.00	
54-85-150-575.0 REPAIRS - CLUBHOUSE						
ADVENTURE FLOORS LLC	7581	COVE BASE 6" RUBBER	11/14/18	228.25	.00	
BUILDERS FIRSTSOURCE INC.	1068972	18118 ALEX PLUS SLT GRY	01/09/19	3.49	.00	
MAY HARDWARE INC.	933637	FASTENERS	01/11/19	3.91	.00	
Total 54-85-150-575.0 REPAIRS - CLUBHOUSE:				235.65	.00	
54-85-150-590.0 REPAIRS - OTHER EQUIPMENT						
JERRY'S AUTO PARTS	082873	BELTS	01/23/19	25.51	.00	
JOHN DEERE FINANCIAL	10156496	WIRING HARNESS/SWITCH FOR GATO	01/14/19	532.32	.00	
Total 54-85-150-590.0 REPAIRS - OTHER EQUIPMENT:				557.83	.00	
54-85-200-703.0 FACILITY IMPROVEMENTS						
BUILDERS FIRSTSOURCE INC.	1067215	3-1/4X131 SM RD BRT 4M	12/11/18	95.56	.00	

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BUILDERS FIRSTSOURCE INC.	1067379	9'X100' ROLL TYVEK, 3 BATS R190CK	12/12/18	274.98	.00	
BUILDERS FIRSTSOURCE INC.	1067385	LUMBER FOR MAINTENANCE BLDG EX	12/12/18	2,636.48	.00	
BUILDERS FIRSTSOURCE INC.	1067753	LUMBER FOR MAINTENANCE BLDG EX	12/18/18	651.33	.00	
BUILDERS FIRSTSOURCE INC.	1067754	LUMBER FOR MAINTENANCE BLDG EX	12/18/18	589.47	.00	
BUILDERS FIRSTSOURCE INC.	1067755	LUMBER FOR MAINTENANCE BLDG EX	12/18/18	322.46	.00	
BUILDERS FIRSTSOURCE INC.	1067956	ICE SHIELD, FIR/LARCH, NAILS	12/20/18	2,680.50	.00	
BUILDERS FIRSTSOURCE INC.	1068439	LUMBER FOR MAINTENANCE BLDG EX	01/02/19	91.98	.00	
BUILDERS FIRSTSOURCE INC.	1068674	LUMBER FOR MAINTENANCE BLDG EX	01/04/19	61.65	.00	
BUILDERS FIRSTSOURCE INC.	1068978	2-3/8X113 RS RD HDG 2.5M	01/09/19	54.99	.00	
SALAS CONCRETE INC.	20190121	FRAME BUILDING EXPANSION	01/21/19	17,376.50	.00	
Total 54-85-200-703.0 FACILITY IMPROVEMENTS:				24,835.90	.00	
Total GOLF OPERATIONS DEPARTMENT:				29,806.59	.00	
Total GOLF FUND:				29,806.59	.00	
WATER FUND						
60-22540 CUSTOMER DEPOSITS						
SYNERGY DEVELOPMENT LLC	404091	REFUND - UTILITY DEPOSIT A/C #4.040	02/01/19	101.10	.00	
DUNSTAN, RUSSELL	218181	REFUND DEPOSIT - UTILITY A/C #2.181	01/22/19	101.10	.00	
Total 60-22540 CUSTOMER DEPOSITS:				202.20	.00	
Total :				202.20	.00	
WATER DISTRIBUTION						
60-64-150-210.0 DEPARTMENT SUPPLIES						
JERRY'S AUTO PARTS	081129	TIP CLEANER KIT	01/11/19	7.09	.00	
JERRY'S AUTO PARTS	081463	TRAILER BALL	01/14/19	17.07	.00	
JERRY'S AUTO PARTS	081471	ADAPTER	01/14/19	10.77	.00	
MAY HARDWARE INC.	933378	PIN PUNCH	01/08/19	6.29	.00	
MAY HARDWARE INC.	933823	TUBE VINYL, FASTENERS	01/14/19	2.33	.00	
MAY HARDWARE INC.	934508	HAMMER	01/22/19	11.69	.00	
MAY HARDWARE INC.	935300	CORK TILE LITE	01/31/19	10.79	.00	
McCALL COFFEE ROASTERS	20181108	COFFEE	11/08/18	40.00	.00	
Total 60-64-150-210.0 DEPARTMENT SUPPLIES:				106.03	.00	
60-64-150-300.0 PROFESSIONAL SERVICES						
DIGLINE INC.	59694-IN	A/C #415 - 22 ADDITIONAL CALLS	12/31/18	19.69	.00	
DIGLINE INC.	59928-IN	ANNUAL CONTRACT/FAX FEE - A/C #41	01/10/19	89.50	.00	
FERGUSON WATERWORKS	703803	ANNUAL SUPPORT FEES	01/10/19	2,599.00	.00	
Total 60-64-150-300.0 PROFESSIONAL SERVICES:				2,708.19	.00	
60-64-150-350.0 ENGINEER SERVICES						
HORROCKS ENGINEERS INC.	49902	PH 18-02 WATER RATE STUDY	01/16/19	214.19	.00	
HORROCKS ENGINEERS INC.	50053	PH 19-01 MISC WATER ENGINEERIN	01/30/19	172.25	.00	
Total 60-64-150-350.0 ENGINEER SERVICES:				386.44	.00	
60-64-150-400.0 ADVERTISING/LEGAL PUBLICATIONS						
STAR NEWS, THE	52994	DISPLAY AD - WATER RATES	12/31/18	165.00	.00	
Total 60-64-150-400.0 ADVERTISING/LEGAL PUBLICATIONS:				165.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
60-64-150-440.0 PROFESSIONAL DEVELOPMENT						
IDAHO BUREAU OF OCCUPATIONAL	2019-JESSEN	UPGRADE CLASS II - WATER DISTRIBU	01/18/19	62.00	.00	
Total 60-64-150-440.0 PROFESSIONAL DEVELOPMENT:				62.00	.00	
60-64-150-460.0 TELEPHONE						
FRONTIER	0119-1252	PHONE SERVICE - WATER DISTRIBUTI	01/07/19	161.42	.00	
Total 60-64-150-460.0 TELEPHONE:				161.42	.00	
60-64-150-570.0 REPAIRS - BUILDING AND GROUNDS						
McCALL DELIVERY SERVICE	2019-0073	DELIVERY - FARWEST STEEL	01/29/19	30.00	.00	
Total 60-64-150-570.0 REPAIRS - BUILDING AND GROUNDS:				30.00	.00	
60-64-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT						
BOB BATE FORD	8825	THERMOSTAT, GASKET	01/30/19	27.00	.00	
JERRY'S AUTO PARTS	082780	HALOGEN BULB	01/23/19	6.98	.00	
JERRY'S AUTO PARTS	083687	WATER PUMP, COOLANT CAP, ANTIFR	01/30/19	184.59	.00	
Total 60-64-150-580.0 REPAIRS - AUTOMOTIVE EQUIPMENT:				218.57	.00	
60-64-150-590.0 REPAIRS - OTHER EQUIPMENT						
FERGUSON WATERWORKS	702915	BRASS NIPPLES	12/14/18	346.23	.00	
JERRY'S AUTO PARTS	081040	WEATHER CAP	01/10/19	8.54	.00	
MAY HARDWARE INC.	933833	BRS NIPPLE, TEE, BALL VALVE, HEX B	01/14/19	30.46	.00	
Total 60-64-150-590.0 REPAIRS - OTHER EQUIPMENT:				385.23	.00	
60-64-200-703.0 WATER LINE IMPR. - LOT STREETS						
GRANITE EXCAVATION INC.	006-18025	IDAHO ST/BROWN DRIVE RECONSTRU	01/09/19	8,028.26	.00	
GRANITE EXCAVATION INC.	04-18044	2ND ST & LENORA PHASE 1A	01/10/19	47,300.63	.00	
HORROCKS ENGINEERS INC.	49902	PH 17-01 B IDAHO ST. RECONSTRUCTI	01/16/19	972.32	.00	
HORROCKS ENGINEERS INC.	49902	PH 17-03B 2ND ST & LENORA ST - PHA	01/16/19	8,412.98	.00	
HORROCKS ENGINEERS INC.	49902	PH 18-05 JASPER SUBDIVISION WATE	01/16/19	11,211.78	.00	
HORROCKS ENGINEERS INC.	50023	PH 18-05 JASPER SUBDIVISION WATE	01/25/19	11,344.50	.00	
HORROCKS ENGINEERS INC.	50023	PH 19-01 MISC WATER ENGINEERIN	01/25/19	77.50	.00	
HORROCKS ENGINEERS INC.	50023	PH 17-01 B IDAHO ST. RECONSTRUCTI	01/25/19	456.05	.00	
HORROCKS ENGINEERS INC.	50023	PH 17-03B 2ND ST & LENORA ST - PHA	01/25/19	2,664.15	.00	
HORROCKS ENGINEERS INC.	50053	PH 17-03B 2ND ST & LENORA ST - PHA	01/30/19	3,788.72	.00	
HORROCKS ENGINEERS INC.	50053	PH 18-05 JASPER SUBDIVISION WATE	01/30/19	16,796.75	.00	
HORROCKS ENGINEERS INC.	50053	PH 17-01 B IDAHO ST. RECONSTRUCTI	01/30/19	223.65	.00	
Total 60-64-200-703.0 WATER LINE IMPR. - LOT STREETS:				111,277.29	.00	
60-64-200-717.0 SCADA						
CONTROL ENGINEERS PA	26023	SCADA SYSTEM UPGRADES	01/10/19	1,868.13	.00	
Total 60-64-200-717.0 SCADA:				1,868.13	.00	
Total WATER DISTRIBUTION:				117,368.30	.00	
WATER TREATMENT						
60-65-150-210.0 DEPARTMENT SUPPLIES						
MAY HARDWARE INC.	933946	LIQUID HANDSOAD	01/15/19	13.32	.00	
MAY HARDWARE INC.	934096	FASTENERS	01/16/19	3.78	.00	
MAY HARDWARE INC.	934175	NOZZLE TRIGGER METAL, CUSHION G	01/17/19	24.28	.00	
OFFICE SAVERS ONLINE	22680-001	SUPPLIES	11/28/18	9.09	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 60-65-150-210.0 DEPARTMENT SUPPLIES:				50.47	.00	
60-65-150-222.0 CHEMICALS						
UNITED PARCEL SERVICE	8459E3029	SHIPPING	01/12/19	15.20	.00	
Total 60-65-150-222.0 CHEMICALS:				15.20	.00	
60-65-150-350.0 ENGINEER SERVICES						
HORROCKS ENGINEERS INC.	50023	PH 19-01 MISC WATER ENGINEERIN	01/25/19	2,366.50	.00	
HORROCKS ENGINEERS INC.	50053	PH 19-01 MISC WATER ENGINEERIN	01/30/19	6,669.50	.00	
Total 60-65-150-350.0 ENGINEER SERVICES:				9,036.00	.00	
60-65-150-460.0 TELEPHONE						
FRONTIER	0119-1008	PHONE SERVICE - SCADA/WT	01/07/19	61.28	.00	
FRONTIER	0119-1252	PHONE SERVICE - WATER TREATMEN	01/07/19	161.42	.00	
Total 60-65-150-460.0 TELEPHONE:				222.70	.00	
60-65-150-490.0 HEAT, LIGHTS, AND UTILITIES						
PAYETTE LAKES RECREATIONAL	02/19-0521	SEWER FEES	02/01/19	231.75	.00	
Total 60-65-150-490.0 HEAT, LIGHTS, AND UTILITIES:				231.75	.00	
60-65-150-570.0 REPAIRS - BUILDING AND GROUNDS						
CARRIER CORPORATION	B002667464	BOILER REPAIRS	01/14/19	1,611.60	.00	
Total 60-65-150-570.0 REPAIRS - BUILDING AND GROUNDS:				1,611.60	.00	
60-65-150-590.0 REPAIRS - OTHER EQUIPMENT						
A.M.E. ELECTRIC INC.	180793	SERVICE CALL - DAVIS BEACH HEATE	01/17/19	364.20	.00	
SPECIALTY PLASTICS & FAB. INC.	74300	REPLACEMENT VALVES	01/23/19	944.20	.00	
Total 60-65-150-590.0 REPAIRS - OTHER EQUIPMENT:				1,308.40	.00	
60-65-200-706.0 INTAKE BLDG IMPROVEMENTS						
HORROCKS ENGINEERS INC.	49902	PH 18-04A LEGACY PARK PUMP STATI	01/16/19	11,439.69	.00	
HORROCKS ENGINEERS INC.	49902	PH 18-04B LEGACY PARK PUMP STATI	01/16/19	214.19	.00	
HORROCKS ENGINEERS INC.	50023	CREDIT - PH 18-04A LEGACY PUMP ST	01/25/19	452.18-	.00	
HORROCKS ENGINEERS INC.	50023	PH 18-04B LEGACY PARK PUMP STATI	01/25/19	7,105.00	.00	
HORROCKS ENGINEERS INC.	50053	PH 18-04A LEGACY PARK PUMP STATI	01/30/19	1,067.38	.00	
Total 60-65-200-706.0 INTAKE BLDG IMPROVEMENTS:				19,374.08	.00	
60-65-200-717.0 SCADA						
CONTROL ENGINEERS PA	26023	SCADA SYSTEM UPGRADES	01/10/19	1,868.12	.00	
Total 60-65-200-717.0 SCADA:				1,868.12	.00	
Total WATER TREATMENT:				33,718.32	.00	
Total WATER FUND:				151,288.82	.00	
URBAN RENEWAL AGENCY FUND						
URBAN RENEWAL AGENCY EXPENSES						
90-40-150-300.0 PROFESSIONAL SERVICES						
IDAHO BUSINESS REVIEW LLC, THE	744124587	LEGAL AD - DISPOSITION AND DEVEL	01/31/19	75.15	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 90-40-150-300.0 PROFESSIONAL SERVICES:				75.15	.00	
Total URBAN RENEWAL AGENCY EXPENSES:				75.15	.00	
Total URBAN RENEWAL AGENCY FUND:				75.15	.00	
Grand Totals:				656,005.21	14,215.25	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
LIBRARY FUND						
LIBRARY DEPARTMENT						
25-57-150-200.0 OFFICE SUPPLIES						
MAY HARDWARE INC.	933905	GOO GONE, MOUNTING TAPE	01/14/19	11.63	.00	
Total 25-57-150-200.0 OFFICE SUPPLIES:				11.63	.00	
25-57-150-210.0 DEPARTMENT SUPPLIES						
AMAZON.COM	673755759344	STICKERS	12/28/18	24.94	.00	
OFFICE SAVERS ONLINE	22804001	SUPPLIES	12/06/18	11.98	.00	
Total 25-57-150-210.0 DEPARTMENT SUPPLIES:				36.92	.00	
25-57-150-300.0 PROFESSIONAL SERVICES						
RUSH, AMY	22	FUNDRAISING COORDINATOR SERVIC	02/01/19	1,300.00	.00	
Total 25-57-150-300.0 PROFESSIONAL SERVICES:				1,300.00	.00	
25-57-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS						
AMAZON.COM	443565588657	CREDIT - BOOK	01/02/19	19.20-	.00	
AMAZON.COM	447565773867	BOOKS	12/30/18	23.40	.00	
AMAZON.COM	464646699498	BOOKS	12/29/18	20.10	.00	
AMAZON.COM	468648338447	BOOKS	12/14/18	45.80	.00	
AMAZON.COM	636677349876	BOOKS	01/06/19	46.60	.00	
BAKER & TAYLOR BOOKS	4012438627	BOOKS	01/15/19	32.17	.00	
BAKER & TAYLOR BOOKS	4012451608	BOOKS	01/29/19	146.73	.00	
GALE/CENGAGE LEARNING INC	65780025	BOOKS	01/02/19	44.08	.00	
GALE/CENGAGE LEARNING INC	65816074	BOOKS	01/07/19	70.17	.00	
GALE/CENGAGE LEARNING INC	65838679	BOOKS	01/08/19	100.06	.00	
Total 25-57-150-435.0 BOOKS/PUBLICATIONS/SUBSCRIPTS:				509.91	.00	
25-57-150-462.0 AUDIO VISUAL MATERIALS						
AMAZON.COM	433395489679	AUDIO/VIDEO	12/28/18	12.16	.00	
AMAZON.COM	446448598699	AUDIO/VIDEO	12/31/18	11.91	.00	
AMAZON.COM	454637995363	AUDIO/VIDEO	12/28/18	14.97	.00	
AMAZON.COM	898699756778	AUDIO/VIDEO	12/28/18	100.23	.00	
Total 25-57-150-462.0 AUDIO VISUAL MATERIALS:				139.27	.00	
25-57-150-465.0 CHILDREN'S BOOKS						
AMAZON.COM	434796489753	BOOKS	12/14/18	153.25	.00	
AMAZON.COM	454335974957	BOOKS	12/21/18	5.29	.00	
AMAZON.COM	469964654344	BOOKS	12/22/18	48.99	.00	
AMAZON.COM	555363883939	BOOKS	01/03/19	159.18	.00	
BAKER & TAYLOR BOOKS	4012453963	BOOKS	01/31/19	37.90	.00	
Total 25-57-150-465.0 CHILDREN'S BOOKS:				404.61	.00	
25-57-150-469.0 PROGRAMMING SUPPLIES						
AMAZON.COM	434796489753	ART SUPPLIES	12/14/18	39.95	.00	
AMAZON.COM	636677349876	PROGRAMMING SUPPLIES	01/06/19	8.99	.00	
MAY HARDWARE INC.	934101	PAINT, GLUE	01/16/19	7.72	.00	
MAY HARDWARE INC.	934191	PAINT, CARTON SEAL TAPE	01/17/19	3.23	.00	
MAY HARDWARE INC.	934225	SPRAYPAINT	01/17/19	12.00	.00	
Total 25-57-150-469.0 PROGRAMMING SUPPLIES:				71.89	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
25-57-150-490.0 HEAT, LIGHTS, AND UTILITIES						
AMERIGAS PROPANE L.P.	3087957401-L	PROPANE-#200810869-LIBRARY	01/26/19	216.83	.00	
MCCALL, CITY OF	0119-182651	WATER	01/14/19	39.25	.00	
PAYETTE LAKES RECREATIONAL	02/19-0517	SEWER FEES	02/01/19	57.94	.00	
Total 25-57-150-490.0 HEAT, LIGHTS, AND UTILITIES:				314.02	.00	
Total LIBRARY DEPARTMENT:				2,788.25	.00	
Total LIBRARY FUND:				2,788.25	.00	
Grand Totals:				2,788.25	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
AMERIGAS PROPANE L.P.					
2700	AMERIGAS PROPANE L.P.	3087143523-P	PROPANE - A/C #200810869	01/08/19	304.42
2700	AMERIGAS PROPANE L.P.	3087464634-A	PROPANE - A/C #200810869	01/15/19	261.93
2700	AMERIGAS PROPANE L.P.	3087464646-G	PROPANE - A/C #200810869	01/15/19	303.91
2700	AMERIGAS PROPANE L.P.	3087565515-P	PROPANE-#200810869-PW	01/17/19	304.02
Total AMERIGAS PROPANE L.P.:					1,174.28
BILLING DOCUMENT SPECIALISTS					
4645	BILLING DOCUMENT SPECIALI	51022	UTILITY BILLING PROCESSING	01/21/19	663.88
4645	BILLING DOCUMENT SPECIALI	51022	UTILITY BILLING POSTAGE	01/21/19	1,128.19
Total BILLING DOCUMENT SPECIALISTS:					1,792.07
CHEVRON TEXACO					
6760	CHEVRON TEXACO	5109330-A	FUEL - A/C #7898226365	01/06/19	64.68
6760	CHEVRON TEXACO	55109326-PD	FUEL - A/C #7898226282	01/06/19	2,081.23
6760	CHEVRON TEXACO	55109327-PW	FUEL - A/C #7898226290	01/06/19	12,119.64
6760	CHEVRON TEXACO	55109328-PR	FUEL - A/C #7898226308	01/06/19	785.09
6760	CHEVRON TEXACO	55109329-WT	FUEL - A/C #7898226340	01/06/19	265.23
6760	CHEVRON TEXACO	55109329-WT	FUEL - A/C #7898226340	01/06/19	1,060.92
6760	CHEVRON TEXACO	55109514-IT	FUEL - A/C #6000643053	01/06/19	42.49
Total CHEVRON TEXACO:					16,419.28
CTC BUSINESS					
15860	CTC BUSINESS	035373-20190	DIGITAL PHONE SVC - #035373	01/31/19	1,769.55
Total CTC BUSINESS:					1,769.55
DIAMOND FUEL & FEED SUPPLY INC.					
9080	DIAMOND FUEL & FEED SUPPL	20928	DIESEL FUEL WINTER BLEND	01/25/19	668.63
Total DIAMOND FUEL & FEED SUPPLY INC.:					668.63
FISHER'S TECHNOLOGY					
10985	FISHER'S TECHNOLOGY	658498	LANIER MPC4503 BASE MAINT.	01/07/19	102.45
10985	FISHER'S TECHNOLOGY	658498	LANIER MPC4503 MAINT. AGREE	01/07/19	38.97
Total FISHER'S TECHNOLOGY:					141.42
FRONTIER					
11500	FRONTIER	0119-0058	ETHERNET	01/05/19	975.00
11500	FRONTIER	0119-2144	PHONE SERVICE	01/07/19	30.72
11500	FRONTIER	0119-7142	PHONE SERVICE	01/07/19	193.22
11500	FRONTIER	0119-7142	ETHERNET	01/07/19	1,064.00
11500	FRONTIER	0119-7160	PHONE SERVICE	01/07/19	36.29
Total FRONTIER:					2,299.23
IDAHO CHILD SUPPORT RECEIPTING					
14860	IDAHO CHILD SUPPORT RECEI	20190118-1	CHILD SUPPORT - #335546	01/16/19	178.14
14860	IDAHO CHILD SUPPORT RECEI	20190118-2	CHILD SUPPORT - #195240	01/16/19	187.38
14860	IDAHO CHILD SUPPORT RECEI	20190118-4	CHILD SUPPORT - #301057	01/16/19	225.08

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total IDAHO CHILD SUPPORT RECEIPTING:					590.60
IDAHO POWER					
15340	IDAHO POWER	0119-2201313	ENERGY CHARGE PER KWH	01/16/19	650.91
15340	IDAHO POWER	0119-2201313	ENERGY CHARGE PER KWH	01/16/19	883.46
15340	IDAHO POWER	0119-2201313	ENERGY CHARGE PER KWH	01/16/19	2,896.47
15340	IDAHO POWER	0119-2201313	ENERGY CHARGE PER KWH	01/16/19	953.58
15340	IDAHO POWER	0119-2201313	ENERGY CHARGE PER KWH	01/16/19	647.08
15340	IDAHO POWER	0119-2201313	ENERGY CHARGE PER KWH	01/16/19	1,852.25
15340	IDAHO POWER	0119-2201313	ENERGY CHARGE PER KWH	01/16/19	422.41
15340	IDAHO POWER	0119-2201313	ENERGY CHARGE PER KWH	01/16/19	881.04
15340	IDAHO POWER	0119-2201313	ENERGY CHARGE PER KWH	01/16/19	1,316.88
15340	IDAHO POWER	0119-2202559	ENERGY CHARGE PER KWH	01/12/19	3,608.94
15340	IDAHO POWER	0119-2206866	ENERGY CHARGE PER KWH	01/12/19	1,156.77
Total IDAHO POWER:					15,269.79
McCALL GOLF COURSE/RESTAURANT					
20530	McCALL GOLF COURSE/RESTA	363	CONTRACT BONUS - \$540,000 -	01/04/19	3,000.00
20530	McCALL GOLF COURSE/RESTA	363	CONTRACT BONUS - OVER \$615	01/04/19	9,627.84
Total McCALL GOLF COURSE/RESTAURANT:					12,627.84
RELIANT BEHAVIORAL HEALTH LLC					
25652	RELIANT BEHAVIORAL HEALTH	215906	EE ASSIST. PROGRAM #1501539	01/01/19	222.60
Total RELIANT BEHAVIORAL HEALTH LLC:					222.60
RICOH AMERICAS CORP.					
25770	RICOH AMERICAS CORP.	9026996498-C	RICOH MPC6004 COPIER LEASE	01/12/19	285.32
25770	RICOH AMERICAS CORP.	9026996498-C	RICOH MPC3004 COPIER LEASE	01/12/19	176.93
Total RICOH AMERICAS CORP.:					462.25
STATE INSURANCE FUND					
29020	STATE INSURANCE FUND	19917445	PREMIUM INSTALLMENT - #1635	01/14/19	22,524.00
Total STATE INSURANCE FUND:					22,524.00
TIAA BANK					
30060	TIAA BANK	5896753	RICOH MPC4503 LEASE #410537	01/18/19	138.00
Total TIAA BANK:					138.00
U.S. BANK - CARD SERVICES					
31020	U.S. BANK - CARD SERVICES	201812- T. MA	CHRISTMAS BOXED CARDS - AL	12/26/18	79.98
31020	U.S. BANK - CARD SERVICES	201812- T. MA	IPMA-SCP CERTIFICATION STUD	12/26/18	100.00
31020	U.S. BANK - CARD SERVICES	201812- T. MA	IPMS - SCP ANNUAL MEMBERSH	12/26/18	109.00
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON	12/26/18	20.32
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON	12/26/18	4.87
31020	U.S. BANK - CARD SERVICES	201812-ARRA	INCORRECT BILLING	12/26/18	10.00
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - USE OF FORCE REFRES	12/26/18	11.97
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - USE OF FORCE REFRES	12/26/18	18.48

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - USE OF FORCE REFRES	12/26/18	4.87
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	9.05
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - USE OF FORCE TRAININ	12/26/18	5.69
31020	U.S. BANK - CARD SERVICES	201812-ARRA	CREDIT - MEAL	12/26/18	1.48-
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - USE OF FORCE REFRES	12/26/18	9.96
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	4.87
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	14.56
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	9.32
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	9.05
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	4.87
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	20.32
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	6.31
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	4.87
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	8.58
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	22.82
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	4.87
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	8.48
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	4.87
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	8.27
31020	U.S. BANK - CARD SERVICES	201812-ARRA	USB DRIVER	12/26/18	10.59
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	21.00
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	10.87
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	4.87
31020	U.S. BANK - CARD SERVICES	201812-ARRA	CREDIT - INCORRECT BILLING	12/26/18	10.00-
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	8.27
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	4.87
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	14.36
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	17.00
31020	U.S. BANK - CARD SERVICES	201812-ARRA	MEAL - ARCON TRAINING	12/26/18	9.05
31020	U.S. BANK - CARD SERVICES	201812-BATES	CAR WASH	12/26/18	7.00
31020	U.S. BANK - CARD SERVICES	201812-BORK	CLASP ENVELOPES	12/26/18	2.59
31020	U.S. BANK - CARD SERVICES	201812-BORK	UTILITY KNIFE, TAPE MEASURE	12/26/18	16.46
31020	U.S. BANK - CARD SERVICES	201812-BORK	SHIPPING	12/26/18	4.26
31020	U.S. BANK - CARD SERVICES	201812-BORK	RECEPTION FLOOR HEATER	12/26/18	31.99
31020	U.S. BANK - CARD SERVICES	201812-BORK	MEMBERSHIP - ASLA - K. WOLFE	12/26/18	440.00
31020	U.S. BANK - CARD SERVICES	201812-BORK	SHIPPING	12/26/18	2.42
31020	U.S. BANK - CARD SERVICES	201812-BORK	YOUTH SNOWSHOES - LOANER	12/26/18	150.00
31020	U.S. BANK - CARD SERVICES	201812-CURTI	PHONE CASE	12/26/18	9.99
31020	U.S. BANK - CARD SERVICES	201812-CURTI	8-OUTLET UNINTERRUPTIBLE P	12/26/18	444.00
31020	U.S. BANK - CARD SERVICES	201812-CURTI	TRIPPLITE REPLACEMENT BATT	12/26/18	217.10
31020	U.S. BANK - CARD SERVICES	201812-DEVE	SNACKS - DEPARTMENT MEETI	12/26/18	10.32
31020	U.S. BANK - CARD SERVICES	201812-DEVE	WIRELESS HEADSET	12/26/18	212.52
31020	U.S. BANK - CARD SERVICES	201812-DEVE	WIRELESS HEADSET - SHIPPING	12/26/18	25.62
31020	U.S. BANK - CARD SERVICES	201812-DEVE	WIRELESS HEADSET - SERVICE	12/26/18	3.44
31020	U.S. BANK - CARD SERVICES	201812-DEVE	MEAL - EMPLOYEE MEETING	12/26/18	64.44
31020	U.S. BANK - CARD SERVICES	201812-DEVE	MEAL - EMPLOYEE MEETING	12/26/18	36.82
31020	U.S. BANK - CARD SERVICES	201812-DEVE	SNACKS - DEPARTMENT MEETI	12/26/18	18.05
31020	U.S. BANK - CARD SERVICES	201812-GREA	PROMO BY SLIDELY	12/26/18	49.00
31020	U.S. BANK - CARD SERVICES	201812-GROE	PARKING - BOISE AIRPORT	12/26/18	80.50
31020	U.S. BANK - CARD SERVICES	201812-GROE	BAGGAGE FEE	12/26/18	19.48
31020	U.S. BANK - CARD SERVICES	201812-GROE	INK CARTRIDGES	12/26/18	88.24
31020	U.S. BANK - CARD SERVICES	201812-GROE	SNACKS - STAFF APPRECIATIO	12/26/18	41.63
31020	U.S. BANK - CARD SERVICES	201812-GROE	CREDIT - INCORRECT BILLING	12/26/18	16.01-
31020	U.S. BANK - CARD SERVICES	201812-GROE	MEAL - MT. TOWN CONFERENC	12/26/18	37.24

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
31020	U.S. BANK - CARD SERVICES	201812-GROE	MEAL - MT. TOWN CONFERENC	12/26/18	19.57
31020	U.S. BANK - CARD SERVICES	201812-GROE	MEAL - MT. TOWN CONFERENC	12/26/18	14.28
31020	U.S. BANK - CARD SERVICES	201812-GROE	MEAL - MT. TOWN CONFERENC	12/26/18	7.33
31020	U.S. BANK - CARD SERVICES	201812-GROE	LODGING - M. GROENEVELT (4	12/26/18	624.36
31020	U.S. BANK - CARD SERVICES	201812-GROE	SNACK - MT. TOWN CONFEREN	12/26/18	4.89
31020	U.S. BANK - CARD SERVICES	201812-GROE	MEAL - MT. TOWN CONFERENC	12/26/18	15.56
31020	U.S. BANK - CARD SERVICES	201812-GROE	MEAL - MT. TOWN CONFERENC	12/26/18	30.26
31020	U.S. BANK - CARD SERVICES	201812-GROE	MEAL - MT. TOWN CONFERENC	12/26/18	13.36
31020	U.S. BANK - CARD SERVICES	201812-GROE	TRANSPORTATION - TO/FROM A	12/26/18	95.37
31020	U.S. BANK - CARD SERVICES	201812-MALVI	DUMP TRUCK DELIVERY DOWN	12/26/18	1,627.50
31020	U.S. BANK - CARD SERVICES	201812-MCCO	CABLE ONE INTERNET	12/26/18	93.94
31020	U.S. BANK - CARD SERVICES	201812-PALM	MEAL - BACKGROUND TRAINING	12/26/18	45.60
31020	U.S. BANK - CARD SERVICES	201812-PALM	LODGING - D. PALMER (2 NIGHT	12/26/18	183.24
31020	U.S. BANK - CARD SERVICES	201812-PALM	LODGING - B. GESTRIN (2 NIGHT	12/26/18	183.24
31020	U.S. BANK - CARD SERVICES	201812-PALM	MEAL - BACKGROUND TRAINING	12/26/18	25.00
31020	U.S. BANK - CARD SERVICES	201812-PALM	MEAL - BACKGROUND TRAINING	12/26/18	19.78
31020	U.S. BANK - CARD SERVICES	201812-PALM	CAR WASH	12/26/18	7.00
31020	U.S. BANK - CARD SERVICES	201812-PALM	MEAL - PICKUP P664 BOISE	12/26/18	23.15
31020	U.S. BANK - CARD SERVICES	201812-PALM	MEAL - BACKGROUND TRAINING	12/26/18	61.88
31020	U.S. BANK - CARD SERVICES	201812-RUSK	CAR WASH	12/26/18	7.00
31020	U.S. BANK - CARD SERVICES	201812-RYSK	ADJUSTABLE KEYBOARD	12/26/18	64.99
31020	U.S. BANK - CARD SERVICES	201812-RYSK	JUMP STARTER	12/26/18	127.52
31020	U.S. BANK - CARD SERVICES	201812-RYSK	VEHICLE REGISTRATION	12/26/18	23.00
31020	U.S. BANK - CARD SERVICES	201812-RYSK	LIQUID GEL PENS	12/26/18	18.99
31020	U.S. BANK - CARD SERVICES	201812-RYSK	KWA AIRSOFT RIFLE	12/26/18	638.00
31020	U.S. BANK - CARD SERVICES	201812-RYSK	MA M2000 FULL METAL AIRSOFT	12/26/18	90.00
31020	U.S. BANK - CARD SERVICES	201812-RYSK	KWA AIRSOFT GAS BLOWBACK	12/26/18	76.00
31020	U.S. BANK - CARD SERVICES	201812-RYSK	SHIPPING	12/26/18	25.00
31020	U.S. BANK - CARD SERVICES	201812-RYSK	FLOOR MATS	12/26/18	197.90
31020	U.S. BANK - CARD SERVICES	201812-SCHE	BATTERY	12/26/18	31.79
31020	U.S. BANK - CARD SERVICES	201812-SPICK	MEAL - TOUR CITY OF MERIDIAN	12/26/18	50.00
31020	U.S. BANK - CARD SERVICES	201812-STOK	CHRISTMAS GIFT CARDS - STAF	12/26/18	1,638.75
31020	U.S. BANK - CARD SERVICES	201812-TRAP	CHRISTMAS DECORATIONS	12/26/18	16.94
31020	U.S. BANK - CARD SERVICES	201812-WAGN	MEAL - AIC LEGISLATIVE MEETI	12/26/18	16.20
31020	U.S. BANK - CARD SERVICES	201812-WAGN	PARKING - AIC LEGISLATIVE ME	12/26/18	15.00
31020	U.S. BANK - CARD SERVICES	201812-WAGN	SHIPPING - BUSINESS LICENSE	12/26/18	47.42
31020	U.S. BANK - CARD SERVICES	201812-WANN	CAR WASH	12/26/18	7.00
31020	U.S. BANK - CARD SERVICES	201812-WILLIA	TACTICAL CHARGING HANDLE,	12/26/18	222.25
31020	U.S. BANK - CARD SERVICES	201812-WILLIA	BUSINESS CARDS	12/26/18	52.15
31020	U.S. BANK - CARD SERVICES	201812-WILLIA	BUSINESS CARDS	12/26/18	73.46
31020	U.S. BANK - CARD SERVICES	201812-WILLIA	CAR WASH	12/26/18	7.00
31020	U.S. BANK - CARD SERVICES	201812-WILLIA	BUSINESS CARDS	12/26/18	135.60
31020	U.S. BANK - CARD SERVICES	201812-WOLF	IRPA CONFERENCE REGISTRAT	12/26/18	450.00
31020	U.S. BANK - CARD SERVICES	201812-WOLF	INLA EXPO REGISTRATIONS - 5	12/26/18	725.00
31020	U.S. BANK - CARD SERVICES	201812-WOLF	IRPA CONFERENCE REGISTRAT	12/26/18	475.00
31020	U.S. BANK - CARD SERVICES	201812-WOOD	MILE HIGH EVENT BAGS	12/26/18	65.64
31020	U.S. BANK - CARD SERVICES	201812-WOOD	MOVIE - WINTER TRIP TO CASC	12/26/18	250.00
31020	U.S. BANK - CARD SERVICES	201812-WOOD	MEAL - 2ND FRIDAY LUNCH	12/26/18	11.18

Total U.S. BANK - CARD SERVICES:

11,256.84

UNUM LIFE INS. CO. OF AMERICA

31410	UNUM LIFE INS. CO. OF AMERI	201901-LIFE	LIFE INS. #0094658-001 5	01/01/19	595.98
31410	UNUM LIFE INS. CO. OF AMERI	201901-VLIFE	LIFE INS. #0094659-001 2	01/01/19	649.38

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total UNUM LIFE INS. CO. OF AMERICA:					1,245.36
VERIZON WIRELESS					
32020	VERIZON WIRELESS	9821430514	#965453972 - AIRPORT	01/01/19	37.41
32020	VERIZON WIRELESS	9821430514	#965453972 - COM DEV - EQUIP	01/01/19	56.78
32020	VERIZON WIRELESS	9821430514	#965453972 - PW-STREETS	01/01/19	53.24
32020	VERIZON WIRELESS	9821430514	#965453972 - PW-WATER DIST	01/01/19	40.01
32020	VERIZON WIRELESS	9821430514	#965453972 - PW-WATER DIST	01/01/19	37.41
32020	VERIZON WIRELESS	9821430514	#965453972 - PW-WATER DIST	01/01/19	53.24
32020	VERIZON WIRELESS	9821430514	#965453972 - PW-WATER TRTMT	01/01/19	53.24
32020	VERIZON WIRELESS	9821430514	#965453972 - PW-WATER TRTMT	01/01/19	53.24
32020	VERIZON WIRELESS	9821430514	#965453972 - POLICE DEPT.	01/01/19	37.41
32020	VERIZON WIRELESS	9821430514	#965453972 - POLICE DEPT.	01/01/19	53.24
32020	VERIZON WIRELESS	9821430514	#965453972 - PW-STREETS	01/01/19	53.24
32020	VERIZON WIRELESS	9821430514	#965453972 - PW-STREETS	01/01/19	53.24
32020	VERIZON WIRELESS	9821430514	#965453972 - PW-STREETS	01/01/19	37.41
32020	VERIZON WIRELESS	9821430514	#965453972 - PW-STREETS	01/01/19	18.23
32020	VERIZON WIRELESS	9821430514	#965453972 - PARKS/REC-PARK	01/01/19	53.24
32020	VERIZON WIRELESS	9821430514	#965453972 - PARKS/REC-PARK	01/01/19	37.41
32020	VERIZON WIRELESS	9821430514	#965453972 - PARKS/REC-PARK	01/01/19	68.41
32020	VERIZON WIRELESS	9821430514	#965453972 - PARKS/REC-PROG	01/01/19	53.24
32020	VERIZON WIRELESS	9821430514	#965453972 - PARKS/REC-PROG	01/01/19	40.01
32020	VERIZON WIRELESS	9821430514	#965453972 - PARKS/REC-PROG	01/01/19	53.24
32020	VERIZON WIRELESS	9821430514	#965453972 - COM DEV	01/01/19	54.44
32020	VERIZON WIRELESS	9821430514	#965453972 - COM DEV - EQUIP	01/01/19	40.01
32020	VERIZON WIRELESS	9821430514	#965453972 - GOLF COURSE	01/01/19	53.69
32020	VERIZON WIRELESS	9821430514	#965453972 - INFO SYSTEMS	01/01/19	71.09
32020	VERIZON WIRELESS	9821430514	#965453972 - INFO SYSTEMS	01/01/19	91.66
32020	VERIZON WIRELESS	9821430514	#965453972 - PARKS/REC-PARK	01/01/19	40.01
32020	VERIZON WIRELESS	9821430514	#965453972 - AIRPORT	01/01/19	40.01
32020	VERIZON WIRELESS	9821430514	#965453972 - AIRPORT	01/01/19	37.41
32020	VERIZON WIRELESS	9821430514	#965453972 - CITY MANAGER	01/01/19	37.41
32020	VERIZON WIRELESS	9821430514	#965453972 - COM DEV	01/01/19	37.41
32020	VERIZON WIRELESS	9821430514	#965453972 - COM DEV	01/01/19	56.60
32020	VERIZON WIRELESS	9821430514	#965453972 - COM DEV	01/01/19	53.24
Total VERIZON WIRELESS:					1,555.87
WELLS FARGO EQUIPMENT FINANCE					
32560	WELLS FARGO EQUIPMENT FI	5005710247-P	XEROX C7025 #6030192296000	12/30/18	203.35
32560	WELLS FARGO EQUIPMENT FI	5005718657-P	XEROX C405 #603-0173151	01/01/19	53.41
32560	WELLS FARGO EQUIPMENT FI	5005718657-P	XEROX C405 #603-0173151	01/01/19	53.42
32560	WELLS FARGO EQUIPMENT FI	5005718658-P	XEROX C8045 #603-0173257-000	01/01/19	429.66
32560	WELLS FARGO EQUIPMENT FI	5005718658-P	XEROX C8045 #603-0173257-000	01/01/19	25.07
Total WELLS FARGO EQUIPMENT FINANCE:					764.91
Grand Totals:					90,922.52

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
IDAHO POWER					
15340	IDAHO POWER	0119-2201313	ENERGY CHARGE PER KWH	01/16/19	329.49
Total IDAHO POWER:					329.49
U.S. BANK - CARD SERVICES					
31020	U.S. BANK - CARD SERVICES	201812-LOJEK	BOOKS	12/26/18	49.49
31020	U.S. BANK - CARD SERVICES	201812-LOJEK	CHRISTMAS GIFT CARDS - STAF	12/26/18	120.00
31020	U.S. BANK - CARD SERVICES	201812-LOJEK	CABLE ONE INTERNET	12/26/18	78.44
31020	U.S. BANK - CARD SERVICES	201812-SPICK	MEAL - TOUR CITY OF MERIDIAN	12/26/18	50.00
Total U.S. BANK - CARD SERVICES:					297.93
VERIZON WIRELESS					
32020	VERIZON WIRELESS	9821430514	#965453972 - LIBRARY	01/01/19	53.24
Total VERIZON WIRELESS:					53.24
Grand Totals:					680.66

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
AMERIGAS PROPANE L.P.					
2700	AMERIGAS PROPANE L.P.	3086869970-P	PROPANE-#200810869-PW	12/31/18	135.72
2700	AMERIGAS PROPANE L.P.	3086970089-A	PROPANE-#200810869-ANNEX	01/05/19	498.93
Total AMERIGAS PROPANE L.P.:					634.65
MCCI LLC					
20900	MCCI LLC	16059	LF SUPPORT RENEWAL	12/30/18	3,318.00
20900	MCCI LLC	16059	LF CLOUD RENEWAL	12/30/18	9,672.00
Total MCCI LLC:					12,990.00
Grand Totals:					13,624.65

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
A & I DISTRIBUTORS					
1037	A & I DISTRIBUTORS	3240245	10/14Z VALV COBALT GRS, STAT	01/09/19	249.19
1037	A & I DISTRIBUTORS	3247116	2/2.5 GAL PURUS DEF	01/24/19	199.80
Total A & I DISTRIBUTORS:					448.99
A.M.E. ELECTRIC INC.					
1070	A.M.E. ELECTRIC INC.	180793	SERVICE CALL - DAVIS BEACH H	01/17/19	364.20
Total A.M.E. ELECTRIC INC.:					364.20
A-1 HEATING & AIR CONDITIONING					
1145	A-1 HEATING & AIR CONDITION	391272	REMOVED LOUVERS TO ELIMIN	01/22/19	162.00
Total A-1 HEATING & AIR CONDITIONING:					162.00
ABC STAMP SIGNS & AWARDS					
1220	ABC STAMP SIGNS & AWARDS	524204	NAME TAGS - A. SPICKARD	11/06/18	15.63
Total ABC STAMP SIGNS & AWARDS:					15.63
ADVENTURE FLOORS LLC					
1635	ADVENTURE FLOORS LLC	7581	COVE BASE 6" RUBBER	11/14/18	228.25
Total ADVENTURE FLOORS LLC:					228.25
ALBERTSONS LLC					
1850	ALBERTSONS LLC	431824-01241	SNACKS - ICRMP TRAINING	01/24/19	16.00
1850	ALBERTSONS LLC	432469-01251	SNACKS - WINTER CARNIVAL	01/25/19	99.09
1850	ALBERTSONS LLC	722351-01291	SNACKS - ICRMP TRAINING	01/29/19	13.47
1850	ALBERTSONS LLC	803833-01311	SNACKS - WINTER CARNIVAL	01/31/19	48.40
1850	ALBERTSONS LLC	808087-02051	SNACKS - P & Z MEETING	02/05/19	16.00
Total ALBERTSONS LLC:					192.96
ALSCO					
2300	ALSCO	LBOI1670212	LAUNDRY	01/15/19	32.06
2300	ALSCO	LBOI1670217	FLOOR MATS	01/15/19	48.00
2300	ALSCO	LBOI1672171	LAUNDRY	01/22/19	32.06
2300	ALSCO	LBOI1672178	FLOOR MATS	01/22/19	48.00
2300	ALSCO	LBOI1674085	LAUNDRY	01/29/19	32.06
2300	ALSCO	LBOI1674090	FLOOR MATS	01/29/19	48.00
Total ALSCO:					240.18
AMERIGAS PROPANE L.P.					
2700	AMERIGAS PROPANE L.P.	3086869970-P	PROPANE-#200810869-PW	12/31/18	135.72
2700	AMERIGAS PROPANE L.P.	3086970089-A	PROPANE-#200810869-ANNEX	01/05/19	498.93
2700	AMERIGAS PROPANE L.P.	3087744034-P	PROPANE-#200810869-PW	01/22/19	199.28
2700	AMERIGAS PROPANE L.P.	3088101454-A	PROPANE-#200810869-ANNEX	01/30/19	288.73
Total AMERIGAS PROPANE L.P.:					1,122.66

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
ARRASMITH, SETH					
3183	ARRASMITH, SETH	20190204	REIMB. - POLICE ID CARD	02/04/19	5.00
	Total ARRASMITH, SETH:				5.00
ASAP PORTABLES CO.					
3215	ASAP PORTABLES CO.	2019-982	TOILET CLEANING FY19	12/31/18	89.50
	Total ASAP PORTABLES CO.:				89.50
B C SALES CO. INC.					
3645	B C SALES CO. INC.	B388363	WINTER SAFETY CLOTHING	01/21/19	42.95
3645	B C SALES CO. INC.	B388364	WINTER SAFETY CLOTHING	01/21/19	42.95
3645	B C SALES CO. INC.	B388365	WINTER SAFETY CLOTHING	01/21/19	42.95
3645	B C SALES CO. INC.	B388366	WINTER SAFETY CLOTHING	01/21/19	59.95
	Total B C SALES CO. INC.:				188.80
BANYANS ON THE GREEN					
3750	BANYANS ON THE GREEN	20181214	HOLIDAY PARTY DINNER	12/14/18	1,020.00
3750	BANYANS ON THE GREEN	20181214	18% GRATUITY	12/14/18	183.60
	Total BANYANS ON THE GREEN:				1,203.60
BLUE RIBBON LINEN SUPPLY INC.					
4745	BLUE RIBBON LINEN SUPPLY I	31134	FLOOR MATS	01/18/19	22.36
	Total BLUE RIBBON LINEN SUPPLY INC.:				22.36
BLUETARP FINANCIAL INC.					
4755	BLUETARP FINANCIAL INC.	41877129	DRAWER STORAGE CABS	01/10/19	158.95
4755	BLUETARP FINANCIAL INC.	41884189	DIVIDER FOR SHELF	01/11/19	152.96
4755	BLUETARP FINANCIAL INC.	41908717	SHURFLO SPRAY PUMP	01/16/19	339.98
	Total BLUETARP FINANCIAL INC.:				651.89
BOB BATE FORD					
4770	BOB BATE FORD	8825	THERMOSTAT, GASKET	01/30/19	27.00
	Total BOB BATE FORD:				27.00
BOELENS ENGINEERING					
4800	BOELENS ENGINEERING	C19101	STRUCTURAL ENGINEERING - W	01/30/19	1,500.00
	Total BOELENS ENGINEERING:				1,500.00
BORK, STEFANIE					
5120	BORK, STEFANIE	20190122	REIMB. - MILEAGE/BOISE	01/22/19	116.63
	Total BORK, STEFANIE:				116.63
BOW WOW WASTE PRODUCTS					
5200	BOW WOW WASTE PRODUCTS	261594	PET WASTE BAGS, CAN LINERS	01/28/19	274.46

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total BOW WOW WASTE PRODUCTS:					274.46
BRUNEEL COMPANY INC.					
5680	BRUNEEL COMPANY INC.	MCC 0006192	SEASONAL CHANGEOVER	12/21/18	67.90
5680	BRUNEEL COMPANY INC.	MCC 0006193	TIRES FOR NEW PATROL VEHIC	12/21/18	670.00
5680	BRUNEEL COMPANY INC.	MCC 0006344	NEW STUDDED TIRES - INSPEC	01/10/19	672.08
5680	BRUNEEL COMPANY INC.	MCC 0006501	SMART SENSOR BATTERIES	02/01/19	120.00
Total BRUNEEL COMPANY INC.:					1,529.98
BUILDERS FIRSTSOURCE INC.					
5763	BUILDERS FIRSTSOURCE INC.	1067215	3-1/4X131 SM RD BRT 4M	12/11/18	95.56
5763	BUILDERS FIRSTSOURCE INC.	1067379	9'X100' ROLL TYVEK, 3 BATS R19	12/12/18	274.98
5763	BUILDERS FIRSTSOURCE INC.	1067385	LUMBER FOR MAINTENANCE BL	12/12/18	2,636.48
5763	BUILDERS FIRSTSOURCE INC.	1067421	7/16" 4X8 OSB	12/13/18	47.80
5763	BUILDERS FIRSTSOURCE INC.	1067421	A-11 3/8 HAMMER STPL EG 5M	12/13/18	4.60
5763	BUILDERS FIRSTSOURCE INC.	1067753	LUMBER FOR MAINTENANCE BL	12/18/18	651.33
5763	BUILDERS FIRSTSOURCE INC.	1067754	LUMBER FOR MAINTENANCE BL	12/18/18	589.47
5763	BUILDERS FIRSTSOURCE INC.	1067755	LUMBER FOR MAINTENANCE BL	12/18/18	322.46
5763	BUILDERS FIRSTSOURCE INC.	1067875	6MIL 20X100 POLY FILM CLR	12/19/18	94.99
5763	BUILDERS FIRSTSOURCE INC.	1067956	ICE SHIELD, FIR/LARCH, NAILS	12/20/18	2,680.50
5763	BUILDERS FIRSTSOURCE INC.	1068439	LUMBER FOR MAINTENANCE BL	01/02/19	91.98
5763	BUILDERS FIRSTSOURCE INC.	1068674	LUMBER FOR MAINTENANCE BL	01/04/19	61.65
5763	BUILDERS FIRSTSOURCE INC.	1068924	10X5 PPRO SFH XWD BZ 5#	01/09/19	29.38
5763	BUILDERS FIRSTSOURCE INC.	1068972	18118 ALEX PLUS SLT GRY	01/09/19	3.49
5763	BUILDERS FIRSTSOURCE INC.	1068972	AXE HANDLE, ALCO PRODUCTS	01/09/19	17.98
5763	BUILDERS FIRSTSOURCE INC.	1068978	2-3/8X113 RS RD HDG 2.5M	01/09/19	54.99
5763	BUILDERS FIRSTSOURCE INC.	1068979	HOUSE AX HANDLE	01/09/19	8.69
5763	BUILDERS FIRSTSOURCE INC.	1068980	CREDIT - AXE HANDLE	01/09/19	7.99-
5763	BUILDERS FIRSTSOURCE INC.	1069298	SWD SD SCREW	01/14/19	9.48
5763	BUILDERS FIRSTSOURCE INC.	3261577	SAW CIRCULAR WRMDRV LITE	01/24/19	219.99
5763	BUILDERS FIRSTSOURCE INC.	3282721	BELT SANDER, SAND BELT	01/31/19	372.40
5763	BUILDERS FIRSTSOURCE INC.	3285366	FASTENER	01/31/19	6.96
Total BUILDERS FIRSTSOURCE INC.:					8,267.17
C & M LUMBER CO. INC.					
5980	C & M LUMBER CO. INC.	K71529	SILICA SAND	01/25/19	54.90
Total C & M LUMBER CO. INC.:					54.90
C & N ELECTRICAL CONSTRUCTION					
5985	C & N ELECTRICAL CONSTRUC	1075	STREET LIGHT REPAIRS	11/26/18	1,516.40
5985	C & N ELECTRICAL CONSTRUC	1108	REPAIR LOOSE NEUTRAL CONN	01/08/19	225.00
Total C & N ELECTRICAL CONSTRUCTION:					1,741.40
CARRIER CORPORATION					
99983	CARRIER CORPORATION	B002667464	BOILER REPAIRS	01/14/19	1,611.60
Total CARRIER CORPORATION:					1,611.60

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
CASCADE MEDICAL CENTER					
6370	CASCADE MEDICAL CENTER	7389C15123	EMERGENCY ROOM	01/03/19	1,138.20
Total CASCADE MEDICAL CENTER:					1,138.20
CDW GOVERNMENT INC.					
6530	CDW GOVERNMENT INC.	QSV4830	ANNUAL RENEWAL OF NUTANIX	01/21/19	6,796.00
Total CDW GOVERNMENT INC.:					6,796.00
CHRISTOPHERSON, KJELL					
98953	CHRISTOPHERSON, KJELL	180451	REFUND - UTILITY A/C #1.8045.1	01/29/19	35.92
Total CHRISTOPHERSON, KJELL:					35.92
CLARK, CALVIN					
7036	CLARK, CALVIN	20190128	REIMB. - MILEAGE - TORO SCHO	01/28/19	123.12
7036	CLARK, CALVIN	20190128	REIMB. - LODGING - TORO SCH	01/28/19	216.14
Total CLARK, CALVIN:					339.26
CONCRETE CONSTRUCTION SUPPLY					
7670	CONCRETE CONSTRUCTION S	M50620	SAMPLE FLOOR STAIN	01/09/19	15.00
Total CONCRETE CONSTRUCTION SUPPLY:					15.00
CONSOLIDATED SUPPLY CO.					
7740	CONSOLIDATED SUPPLY CO.	S9045092.001	12" TEST BALL	01/17/19	380.88
Total CONSOLIDATED SUPPLY CO.:					380.88
CONTROL ENGINEERS PA					
7785	CONTROL ENGINEERS PA	26023	SCADA SYSTEM UPGRADES	01/10/19	1,868.13
7785	CONTROL ENGINEERS PA	26023	SCADA SYSTEM UPGRADES	01/10/19	1,868.12
Total CONTROL ENGINEERS PA:					3,736.25
D & B SUPPLY CO.					
8440	D & B SUPPLY CO.	21449	BOOTS - CLEMENS	01/11/19	161.49
Total D & B SUPPLY CO.:					161.49
DIAMOND FUEL & FEED SUPPLY INC.					
9080	DIAMOND FUEL & FEED SUPPL	20987	DIESEL FUEL WINTER BLEND	01/24/19	2,701.74
Total DIAMOND FUEL & FEED SUPPLY INC.:					2,701.74
DIGLINE INC.					
9140	DIGLINE INC.	59694-IN	A/C #415 - 22 ADDITIONAL CALL	12/31/18	19.69
9140	DIGLINE INC.	59694-IN	A/C #415 - 22 ADDITIONAL CALL	12/31/18	19.69
9140	DIGLINE INC.	59928-IN	ANNUAL CONTRACT/FAX FEE -	01/10/19	89.50
9140	DIGLINE INC.	59928-IN	ANNUAL CONTRACT/FAX FEE -	01/10/19	89.50

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total DIGLINE INC.:					218.38
DUNSTAN, RUSSELL					
98954	DUNSTAN, RUSSELL	218181	REFUND DEPOSIT - UTILITY A/C	01/22/19	101.10
Total DUNSTAN, RUSSELL:					101.10
EIDE BAILLY LLP					
3740	EIDE BAILLY LLP	EI00753431	ANNUAL AUDIT	01/29/19	51,000.00
Total EIDE BAILLY LLP:					51,000.00
FALVEY'S LLC					
10495	FALVEY'S LLC	992	RIVER BANK EROSION CONTRO	01/15/19	38,515.00
Total FALVEY'S LLC:					38,515.00
FARWEST STEEL CORPORATION					
10600	FARWEST STEEL CORPORATI	1506097	GRATING, FLAT BAR	01/14/19	178.66
Total FARWEST STEEL CORPORATION:					178.66
FERGUSON WATERWORKS					
10750	FERGUSON WATERWORKS	702915	BRASS NIPPLES	12/14/18	346.23
10750	FERGUSON WATERWORKS	703803	ANNUAL SUPPORT FEES	01/10/19	2,599.00
Total FERGUSON WATERWORKS:					2,945.23
FISHER'S TECHNOLOGY					
10985	FISHER'S TECHNOLOGY	665683	LANIER MPC4503 BASE MAINT.	02/01/19	102.45
10985	FISHER'S TECHNOLOGY	665683	LANIER MPC4503 MAINT. AGREE	02/01/19	.90
Total FISHER'S TECHNOLOGY:					103.35
FRANKLIN BUILDING SUPPLY					
11280	FRANKLIN BUILDING SUPPLY	303993	9"X75' GRACE VYCOR	01/21/19	40.59
11280	FRANKLIN BUILDING SUPPLY	312479	SALT DEPOT ICE MELTER	01/31/19	64.95
Total FRANKLIN BUILDING SUPPLY:					105.54
FRONTIER					
11500	FRONTIER	0119-1008	PHONE SERVICE - SCADA/WT	01/07/19	61.28
11500	FRONTIER	0119-1252	PHONE SERVICE - WATER TREA	01/07/19	161.42
11500	FRONTIER	0119-1252	PHONE SERVICE - WATER DIST	01/07/19	161.42
11500	FRONTIER	0119-1899	PHONE SERVICE - CLBHS LIFT S	01/19/19	73.00
11500	FRONTIER	0119-4170	PHONE SERVICE - CITY SHOP	01/07/19	42.68
Total FRONTIER:					499.80
GALLS LLC					
11640	GALLS LLC	11667581	CREDIT - BOOTS	01/07/19	125.99-
11640	GALLS LLC	11667632	CREDIT - BEANIE	01/07/19	22.50-

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total GALLS LLC:					148.49-
GEM STATE PAPER & SUPPLY					
11940	GEM STATE PAPER & SUPPLY	1291445-00	HAND TOWELS, DISINFECTANT	01/10/19	89.26
11940	GEM STATE PAPER & SUPPLY	1292133-00	HAND TOWELS, PAPER TOWELS	01/10/19	102.43
11940	GEM STATE PAPER & SUPPLY	1292133-01	STRETCHABLE HOSE	01/24/19	35.77
11940	GEM STATE PAPER & SUPPLY	1292136-00	HAND TOWELS, HAND SOAP, FA	01/10/19	407.53
11940	GEM STATE PAPER & SUPPLY	1295722-00	PAPER TOWELS, ICE MELT	01/24/19	69.18
11940	GEM STATE PAPER & SUPPLY	1295726-00	PAPER TOWELS, FACIAL TISSUE	01/24/19	375.01
Total GEM STATE PAPER & SUPPLY:					1,079.18
GESTRIN, BRIAN					
12010	GESTRIN, BRIAN	20190204	REIMB. - POLICE ID CARD	02/04/19	5.00
Total GESTRIN, BRIAN:					5.00
GRANITE EXCAVATION INC.					
12385	GRANITE EXCAVATION INC.	006-18025	IDAHO ST/BROWN DRIVE RECO	01/09/19	82,235.09
12385	GRANITE EXCAVATION INC.	006-18025	IDAHO ST/BROWN DRIVE RECO	01/09/19	8,028.26
12385	GRANITE EXCAVATION INC.	006-18025	IDAHO ST/BROWN DRIVE RECO	01/09/19	5,169.72
12385	GRANITE EXCAVATION INC.	04-18044	2ND ST & LENORA PHASE 1A	01/10/19	82,138.03
12385	GRANITE EXCAVATION INC.	04-18044	2ND ST & LENORA PHASE 1A	01/10/19	47,300.63
12385	GRANITE EXCAVATION INC.	04-18044	2ND ST & LENORA PHASE 1A	01/10/19	832.20
Total GRANITE EXCAVATION INC.:					225,703.93
GROVE HOTEL, THE					
12680	GROVE HOTEL, THE	524680	LODGING - INLA EXPO	01/18/19	298.00
12680	GROVE HOTEL, THE	524681	SELF PARKING	01/18/19	15.00
12680	GROVE HOTEL, THE	537546	LODGING - INLA EXPO	01/18/19	298.00
12680	GROVE HOTEL, THE	537629	LODGING - INLA EXPO	01/18/19	298.00
12680	GROVE HOTEL, THE	537630	SELF PARKING	01/18/19	30.00
Total GROVE HOTEL, THE:					939.00
HORROCKS ENGINEERS INC.					
14123	HORROCKS ENGINEERS INC.	49902	PH 16-1E COMMERCE ST RECO	01/16/19	682.75
14123	HORROCKS ENGINEERS INC.	49902	PH 17-01 B IDAHO ST. RECONST	01/16/19	625.07
14123	HORROCKS ENGINEERS INC.	49902	PH 17-01 B IDAHO ST. RECONST	01/16/19	972.32
14123	HORROCKS ENGINEERS INC.	49902	PH 17-01 B IDAHO ST. RECONST	01/16/19	5,347.78
14123	HORROCKS ENGINEERS INC.	49902	PH 17-03B 2ND ST & LENORA ST	01/16/19	17,116.05
14123	HORROCKS ENGINEERS INC.	49902	PH 19-02 MISC TRANSPORTATIO	01/16/19	1,311.24
14123	HORROCKS ENGINEERS INC.	49902	PH 17-03B 2ND ST & LENORA ST	01/16/19	8,412.98
14123	HORROCKS ENGINEERS INC.	49902	PH 17-03B 2ND ST & LENORA ST	01/16/19	3,481.23
14123	HORROCKS ENGINEERS INC.	49902	PH 18-02 WATER RATE STUDY	01/16/19	214.19
14123	HORROCKS ENGINEERS INC.	49902	PH 18-04A LEGACY PARK PUMP	01/16/19	11,439.69
14123	HORROCKS ENGINEERS INC.	49902	PH 18-04B LEGACY PARK PUMP	01/16/19	214.19
14123	HORROCKS ENGINEERS INC.	49902	PH 18-05 JASPER SUBDIVISION	01/16/19	11,211.78
14123	HORROCKS ENGINEERS INC.	49903	PH 18-07 LAND DEVELOPMENT	01/16/19	334.13
14123	HORROCKS ENGINEERS INC.	49903	TASK 0500 THE FAIRWAYS	01/16/19	66.83
14123	HORROCKS ENGINEERS INC.	49903	TASK 0600 EAGLE LAKE PUD PH	01/16/19	133.65
14123	HORROCKS ENGINEERS INC.	49903	TASK 1700 ROS-18-25 1027 & 102	01/16/19	66.83

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
14123	HORROCKS ENGINEERS INC.	50023	PH 19-02 MISC TRANSPORTATIO	01/25/19	66.83
14123	HORROCKS ENGINEERS INC.	50023	PH 19-02 MISC TRANSPORTATIO	01/25/19	888.75
14123	HORROCKS ENGINEERS INC.	50023	CREDIT - PH 18-04A LEGACY PU	01/25/19	452.18-
14123	HORROCKS ENGINEERS INC.	50023	PH 18-04B LEGACY PARK PUMP	01/25/19	7,105.00
14123	HORROCKS ENGINEERS INC.	50023	PH 18-05 JASPER SUBDIVISION	01/25/19	11,344.50
14123	HORROCKS ENGINEERS INC.	50023	PH 19-01 MISC WATER ENGINGE	01/25/19	2,366.50
14123	HORROCKS ENGINEERS INC.	50023	PH 19-01 MISC WATER ENGINGE	01/25/19	77.50
14123	HORROCKS ENGINEERS INC.	50023	PH 18-06 FY 2019 PAVEMENT MA	01/25/19	2,472.74
14123	HORROCKS ENGINEERS INC.	50023	PH 17-01 B IDAHO ST. RECONST	01/25/19	2,508.27
14123	HORROCKS ENGINEERS INC.	50023	PH 17-01 B IDAHO ST. RECONST	01/25/19	456.05
14123	HORROCKS ENGINEERS INC.	50023	PH 17-01 B IDAHO ST. RECONST	01/25/19	293.18
14123	HORROCKS ENGINEERS INC.	50023	PH 17-03B 2ND ST & LENORA ST	01/25/19	5,420.16
14123	HORROCKS ENGINEERS INC.	50023	PH 17-03B 2ND ST & LENORA ST	01/25/19	2,664.15
14123	HORROCKS ENGINEERS INC.	50023	PH 17-03B 2ND ST & LENORA ST	01/25/19	1,102.41
14123	HORROCKS ENGINEERS INC.	50023	PH 16-1E COMMERCE ST RECO	01/25/19	484.19
14123	HORROCKS ENGINEERS INC.	50024	TASK 1100 ST. LUKES DR-18-65	01/25/19	334.13
14123	HORROCKS ENGINEERS INC.	50024	PH 18-07 LAND DEVELOPMENT	01/25/19	200.48
14123	HORROCKS ENGINEERS INC.	50024	TASK 0700 ROS-18-29	01/25/19	267.30
14123	HORROCKS ENGINEERS INC.	50024	TASK 0800 ROS-18-28	01/25/19	66.83
14123	HORROCKS ENGINEERS INC.	50024	TASK 0900 DR-18-64	01/25/19	334.13
14123	HORROCKS ENGINEERS INC.	50041	TASK 0400 DR-18-62, SR-18-15 2	01/29/19	66.83
14123	HORROCKS ENGINEERS INC.	50041	TASK 0500 THE FAIRWAYS	01/29/19	66.83
14123	HORROCKS ENGINEERS INC.	50041	TASK 1200 DR 18-67, 2056 EAST	01/29/19	267.30
14123	HORROCKS ENGINEERS INC.	50041	TASK 1300 DR 18-68, 1838 WARR	01/29/19	267.30
14123	HORROCKS ENGINEERS INC.	50053	PH 19-01 MISC WATER ENGINGE	01/30/19	172.25
14123	HORROCKS ENGINEERS INC.	50053	PH 19-02 MISC TRANSPORTATIO	01/30/19	1,205.79
14123	HORROCKS ENGINEERS INC.	50053	PH 19-02 MISC TRANSPORTATIO	01/30/19	692.39
14123	HORROCKS ENGINEERS INC.	50053	PH 17-03B 2ND ST & LENORA ST	01/30/19	3,788.72
14123	HORROCKS ENGINEERS INC.	50053	PH 17-03B 2ND ST & LENORA ST	01/30/19	1,567.75
14123	HORROCKS ENGINEERS INC.	50053	PH 18-04A LEGACY PARK PUMP	01/30/19	1,067.38
14123	HORROCKS ENGINEERS INC.	50053	PH 18-05 JASPER SUBDIVISION	01/30/19	16,796.75
14123	HORROCKS ENGINEERS INC.	50053	PH 18-06 FY 2019 PAVEMENT MA	01/30/19	2,147.85
14123	HORROCKS ENGINEERS INC.	50053	PH 19-01 MISC WATER ENGINGE	01/30/19	6,669.50
14123	HORROCKS ENGINEERS INC.	50053	PH 17-01 B IDAHO ST. RECONST	01/30/19	1,230.07
14123	HORROCKS ENGINEERS INC.	50053	PH 17-01 B IDAHO ST. RECONST	01/30/19	223.65
14123	HORROCKS ENGINEERS INC.	50053	PH 17-01 B IDAHO ST. RECONST	01/30/19	143.78
14123	HORROCKS ENGINEERS INC.	50053	PH 17-03 DOWNTOWN CORE CO	01/30/19	2,120.38
14123	HORROCKS ENGINEERS INC.	50053	PH 17-03A 2ND ST & LENORA ST	01/30/19	33,608.10
14123	HORROCKS ENGINEERS INC.	50053	PH 17-03B 2ND ST & LENORA ST	01/30/19	7,708.10
14123	HORROCKS ENGINEERS INC.	50053	PH 16-1E COMMERCE ST RECO	01/30/19	202.50
Total HORROCKS ENGINEERS INC.:					179,644.85
IDAHO BUREAU OF OCCUPATIONAL					
14830	IDAHO BUREAU OF OCCUPATI	2019-JESSEN	UPGRADE CLASS II - WATER DIS	01/18/19	62.00
Total IDAHO BUREAU OF OCCUPATIONAL:					62.00
IDAHO BUSINESS REVIEW LLC, THE					
14833	IDAHO BUSINESS REVIEW LLC,	744124587	LEGAL AD - DISPOSITION AND D	01/31/19	75.15
Total IDAHO BUSINESS REVIEW LLC, THE:					75.15

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
IDAHO CHILD SUPPORT RECEIPTING					
14860	IDAHO CHILD SUPPORT RECEI	20190201-1	CHILD SUPPORT - #335546	01/30/19	178.14
14860	IDAHO CHILD SUPPORT RECEI	20190201-2	CHILD SUPPORT - #195240	01/30/19	187.38
14860	IDAHO CHILD SUPPORT RECEI	20190201-4	CHILD SUPPORT - #301057	01/30/19	225.08
Total IDAHO CHILD SUPPORT RECEIPTING:					590.60
IDAHO DEPT. OF LABOR					
15020	IDAHO DEPT. OF LABOR	20181231	UNEMPLOYMENT - 0007002912	12/31/18	42.23
15020	IDAHO DEPT. OF LABOR	20181231	UNEMPLOYMENT - 0007002912	12/31/18	249.94
Total IDAHO DEPT. OF LABOR:					292.17
IDAHO GCSA					
15135	IDAHO GCSA	1887	SPRING MEETING - McCORMICK	01/31/19	125.00
15135	IDAHO GCSA	1887	SPRING MEETING - ROMERO	01/31/19	125.00
15135	IDAHO GCSA	1887	SPRING MEETING - CLARK	01/31/19	125.00
Total IDAHO GCSA:					375.00
INTERNAT'L INSTITUTE OF					
16260	INTERNAT'L INSTITUTE OF	38379-2019	ANNUAL MEMBERSHIP FEE - S.	01/07/19	110.00
Total INTERNAT'L INSTITUTE OF:					110.00
JERRY'S AUTO PARTS					
16890	JERRY'S AUTO PARTS	076388	FUEL FILTER	12/07/18	13.36
16890	JERRY'S AUTO PARTS	080688	OIL FILTER, OIL	01/08/19	21.71
16890	JERRY'S AUTO PARTS	080807	GAUGE	01/09/19	60.49
16890	JERRY'S AUTO PARTS	080810	OIL FILTER	01/09/19	2.02
16890	JERRY'S AUTO PARTS	080886	COOLANT	01/09/19	18.04
16890	JERRY'S AUTO PARTS	080996	DIESEL EXST FLD	01/10/19	49.40
16890	JERRY'S AUTO PARTS	080998	CHEVRON GREASE EP1	01/10/19	37.50
16890	JERRY'S AUTO PARTS	080998	SHOP TOWELS	01/10/19	12.99
16890	JERRY'S AUTO PARTS	081018	CAP SCREW, WASHER, HEX NU	01/10/19	11.44
16890	JERRY'S AUTO PARTS	081040	WEATHER CAP	01/10/19	8.54
16890	JERRY'S AUTO PARTS	081073	WELD KWIK, BATTERY	01/10/19	12.40
16890	JERRY'S AUTO PARTS	081129	TIP CLEANER KIT	01/11/19	7.09
16890	JERRY'S AUTO PARTS	081463	TRAILER BALL	01/14/19	17.07
16890	JERRY'S AUTO PARTS	081471	ADAPTER	01/14/19	10.77
16890	JERRY'S AUTO PARTS	081671	BATTERY	01/15/19	103.46
16890	JERRY'S AUTO PARTS	081815	STRAIGHT TUBING, CONNECTO	01/16/19	7.46
16890	JERRY'S AUTO PARTS	082307	WIPER BLADE	01/19/19	5.72
16890	JERRY'S AUTO PARTS	082422	V-BELTS	01/20/19	62.58
16890	JERRY'S AUTO PARTS	082780	HALOGEN BULB	01/23/19	6.98
16890	JERRY'S AUTO PARTS	082831	Z HOSE END FITTING, WEATHER	01/23/19	30.97
16890	JERRY'S AUTO PARTS	082873	BELTS	01/23/19	25.51
16890	JERRY'S AUTO PARTS	082930	Z HOSE END FITTING	01/24/19	26.19
16890	JERRY'S AUTO PARTS	082993	WHIP HOSE	01/24/19	34.54
16890	JERRY'S AUTO PARTS	083084	SERPENTINE BELT	01/25/19	20.71
16890	JERRY'S AUTO PARTS	083091	COOLANT, Z HOSE END FITTING	01/25/19	77.52
16890	JERRY'S AUTO PARTS	083413	DIESEL EXHAUST FLUID	01/28/19	49.40
16890	JERRY'S AUTO PARTS	083413	OIL DRY	01/28/19	17.10
16890	JERRY'S AUTO PARTS	083420	WIPER BLADES	01/28/19	12.73

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
16890	JERRY'S AUTO PARTS	083687	WATER PUMP, COOLANT CAP, A	01/30/19	184.59
Total JERRY'S AUTO PARTS:					948.28
JOHN DEERE FINANCIAL					
16995	JOHN DEERE FINANCIAL	10156496	WIRING HARNESS/SWITCH FOR	01/14/19	532.32
Total JOHN DEERE FINANCIAL:					532.32
KINETICO QUALITY WATER OF McCALL					
17550	KINETICO QUALITY WATER OF	1784	WATER STAND RENTAL, WATER	01/31/19	49.75
17550	KINETICO QUALITY WATER OF	1785	WATER STAND RENTAL, WATER	01/31/19	28.90
Total KINETICO QUALITY WATER OF McCALL:					78.65
LES SCHWAB TIRE CENTERS					
18700	LES SCHWAB TIRE CENTERS	12500220718	SERVICE CALL - O RING	01/09/19	58.99
18700	LES SCHWAB TIRE CENTERS	12500221000	FLAT REPAIR - LOCK RING	01/14/19	30.00
18700	LES SCHWAB TIRE CENTERS	12500221110	INSTALLED SPARE ON LOADER	01/15/19	105.00
18700	LES SCHWAB TIRE CENTERS	12500221303	NEW TIRES - #35 LOADER	01/17/19	8,929.76
18700	LES SCHWAB TIRE CENTERS	12500221303	O RINGS	01/17/19	43.96
18700	LES SCHWAB TIRE CENTERS	12500221304	TIRE LIFE	01/17/19	139.95
Total LES SCHWAB TIRE CENTERS:					9,307.66
LEXIPOL LLC					
18800	LEXIPOL LLC	27556	ANNUAL POLICY MANUAL UPDA	01/11/19	2,898.00
18800	LEXIPOL LLC	27556	ANNUAL DAILY TRAINING BULLE	01/11/19	2,700.00
Total LEXIPOL LLC:					5,598.00
LIFELOC TECHNOLOGIES INC.					
18950	LIFELOC TECHNOLOGIES INC.	315298	MOUTH PIECES (250)	12/21/18	77.95
Total LIFELOC TECHNOLOGIES INC.:					77.95
MAY HARDWARE INC.					
20160	MAY HARDWARE INC.	931513	LOCK SERVICE CALL, CYLINDER	12/13/18	203.47
20160	MAY HARDWARE INC.	931587	GIFT CARDS	12/14/18	60.00
20160	MAY HARDWARE INC.	933378	PIN PUNCH	01/08/19	6.29
20160	MAY HARDWARE INC.	933401	DCKCRT TINT, FABRIC ROLLER,	01/08/19	53.06
20160	MAY HARDWARE INC.	933496	ROLLER COVER, KOTER FRAME	01/09/19	14.46
20160	MAY HARDWARE INC.	933633	DISHWASHER SOAP	01/11/19	7.19
20160	MAY HARDWARE INC.	933637	FASTENERS	01/11/19	3.91
20160	MAY HARDWARE INC.	933823	TUBE VINYL, FASTENERS	01/14/19	2.33
20160	MAY HARDWARE INC.	933833	BRS NIPPLE, TEE, BALL VALVE,	01/14/19	30.46
20160	MAY HARDWARE INC.	933946	LIQUID HANDSOAD	01/15/19	13.32
20160	MAY HARDWARE INC.	934046	FILLR WD NAT SOLVNT	01/16/19	4.04
20160	MAY HARDWARE INC.	934047	PINE-SOL CLEANER	01/16/19	12.99
20160	MAY HARDWARE INC.	934052	TRASH CANS	01/16/19	299.90
20160	MAY HARDWARE INC.	934053	BLADE JIG SET	01/16/19	8.54
20160	MAY HARDWARE INC.	934096	FASTENERS	01/16/19	3.78
20160	MAY HARDWARE INC.	934175	NOZZLE TRIGGER METAL, CUSH	01/17/19	24.28
20160	MAY HARDWARE INC.	934440	RAT/MOUSE KILLER	01/21/19	15.28

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
20160	MAY HARDWARE INC.	934508	HAMMER	01/22/19	11.69
20160	MAY HARDWARE INC.	934693	TAPE, DOWEL	01/23/19	19.66
20160	MAY HARDWARE INC.	934824	EPOXY	01/25/19	7.73
20160	MAY HARDWARE INC.	935085	UTILITY KNIFE, BOX FAN	01/29/19	29.01
20160	MAY HARDWARE INC.	935093	SANDING DISCS	01/29/19	17.98
20160	MAY HARDWARE INC.	935177	CAULK, WING NUT, DRAIN ASSE	01/30/19	15.72
20160	MAY HARDWARE INC.	935190	BAIT STATION W/6 REFILL	01/30/19	8.99
20160	MAY HARDWARE INC.	935194	UTILITY KNIFE	01/30/19	20.12
20160	MAY HARDWARE INC.	935194	WOOD TOILET SEAT	01/30/19	19.79
20160	MAY HARDWARE INC.	935211	SS FAUCET CON	01/30/19	6.83
20160	MAY HARDWARE INC.	935285	NAIL PULLER	01/31/19	35.98
20160	MAY HARDWARE INC.	935300	CORK TILE LITE	01/31/19	10.79
20160	MAY HARDWARE INC.	935384	DOOR STOP WEDGE, BATTERIE	02/01/19	20.67
20160	MAY HARDWARE INC.	935398	DESK FAN, PLUNGE BLADE	02/01/19	41.38
20160	MAY HARDWARE INC.	935537	CABLE, FERRULES/STOPS, SHRI	02/03/19	24.03
20160	MAY HARDWARE INC.	935573	ARCTIC PLOW/GRIP	02/04/19	21.59
20160	MAY HARDWARE INC.	K33535	CDCKCRT TINT	01/10/19	35.09
20160	MAY HARDWARE INC.	K33577	USS HX CP GR	01/10/19	35.99
20160	MAY HARDWARE INC.	K33598	KEY, VELCRO SQUARE	01/10/19	11.42
Total MAY HARDWARE INC.:					1,157.76
MAY SECURITY					
20158	MAY SECURITY	14671	MONTHLY ALARM SVC #2038963	02/01/19	30.00
Total MAY SECURITY:					30.00
M-B COMPANIES INC.					
19490	M-B COMPANIES INC.	233838	BUSHING, URETHANE PLOW CU	01/11/19	161.77
Total M-B COMPANIES INC.:					161.77
McCALL AREA CHAMBER OF					
20420	McCALL AREA CHAMBER OF	1316	WINTER CARNIVAL CO-OP WITH	01/22/19	500.00
Total McCALL AREA CHAMBER OF:					500.00
McCALL COFFEE ROASTERS					
20440	McCALL COFFEE ROASTERS	20181108	COFFEE	11/08/18	50.00
20440	McCALL COFFEE ROASTERS	20181108	COFFEE	11/08/18	40.00
20440	McCALL COFFEE ROASTERS	20181108	COFFEE	11/08/18	60.00
20440	McCALL COFFEE ROASTERS	20181219	COFFEE	12/19/18	150.00
Total McCALL COFFEE ROASTERS:					300.00
McCALL DELIVERY SERVICE					
20462	McCALL DELIVERY SERVICE	2019-0036	DELIVERY - WESTERN STATES	01/16/19	35.00
20462	McCALL DELIVERY SERVICE	2019-0036	DELIVERY - WESTERN STATES	01/16/19	40.00
20462	McCALL DELIVERY SERVICE	2019-0073	DELIVERY - FARWEST STEEL	01/29/19	30.00
Total McCALL DELIVERY SERVICE:					105.00
McCALL RENTALS INC.					
20720	McCALL RENTALS INC.	122212	PROPANE	01/16/19	12.83

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
20720	McCALL RENTALS INC.	122495	PROPANE	02/01/19	31.92
Total McCALL RENTALS INC.:					44.75
MCCALL, CITY OF					
6960	MCCALL, CITY OF	0119-125601	WATER	01/14/19	59.23
6960	MCCALL, CITY OF	0119-125631	WATER	01/14/19	78.50
6960	MCCALL, CITY OF	0119-131601	WATER	01/14/19	35.92
6960	MCCALL, CITY OF	0119-152751	WATER	01/14/19	39.05
6960	MCCALL, CITY OF	0119-152931	WATER	01/14/19	71.84
6960	MCCALL, CITY OF	0119-156201	WATER	01/14/19	470.29
6960	MCCALL, CITY OF	0119-176451	WATER	01/14/19	37.03
6960	MCCALL, CITY OF	0119-176501	WATER	01/14/19	225.51
6960	MCCALL, CITY OF	0119-182601	WATER	01/14/19	147.01
6960	MCCALL, CITY OF	0119-182702	WATER	01/14/19	35.92
6960	MCCALL, CITY OF	0119-183351	WATER	01/14/19	38.14
6960	MCCALL, CITY OF	0119-218691	WATER	01/14/19	1,867.84
Total MCCALL, CITY OF:					3,106.28
McCALL-DONNELLY JT. SCHOOL					
20860	McCALL-DONNELLY JT. SCHOO	331	GYM RENTAL - PICKLEBALL	01/30/19	150.00
Total McCALL-DONNELLY JT. SCHOOL:					150.00
MCCI LLC					
20900	MCCI LLC	16059	LF SUPPORT RENEWAL	12/30/18	3,318.00
20900	MCCI LLC	16059	LF CLOUD RENEWAL	12/30/18	9,672.00
Total MCCI LLC:					12,990.00
MOUNTAIN HOME AUTO RANCH INC.					
21873	MOUNTAIN HOME AUTO RANC	28503	F-350 FORD PICKUP	01/30/19	30,022.00
Total MOUNTAIN HOME AUTO RANCH INC.:					30,022.00
OFFICE SAVERS ONLINE					
22363	OFFICE SAVERS ONLINE	22680-001	SUPPLIES	11/28/18	175.13
22363	OFFICE SAVERS ONLINE	22680-001	SUPPLIES	11/28/18	2.22
22363	OFFICE SAVERS ONLINE	22680-001	SUPPLIES	11/28/18	6.99
22363	OFFICE SAVERS ONLINE	22680-001	SUPPLIES	11/28/18	9.09
22363	OFFICE SAVERS ONLINE	22804001	SUPPLIES	12/06/18	98.96
22363	OFFICE SAVERS ONLINE	22804001	SUPPLIES	12/06/18	15.99
22363	OFFICE SAVERS ONLINE	22804001	SUPPLIES	12/06/18	143.10
22363	OFFICE SAVERS ONLINE	22922-001	CUSTOM STAMP	12/16/18	35.99
22363	OFFICE SAVERS ONLINE	22978-001	SUPPLIES	12/20/18	98.95
22363	OFFICE SAVERS ONLINE	22978-001	SUPPLIES	12/20/18	30.99
22363	OFFICE SAVERS ONLINE	22978-001	SUPPLIES	12/20/18	107.71
22363	OFFICE SAVERS ONLINE	22978-001	SUPPLIES	12/20/18	135.96
22363	OFFICE SAVERS ONLINE	23071-001	SUPPLIES	01/02/19	114.96
22363	OFFICE SAVERS ONLINE	23255-001	SUPPLIES	01/22/19	185.64
22363	OFFICE SAVERS ONLINE	23255-001	SUPPLIES	01/22/19	6.49
22363	OFFICE SAVERS ONLINE	23255-001	SUPPLIES	01/22/19	83.89

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total OFFICE SAVERS ONLINE:					1,252.06
O'KEEFFE, DIANNE L.					
23415	O'KEEFFE, DIANNE L.	485902	BLACKOUT CURTAIN	01/11/19	25.00
Total O'KEEFFE, DIANNE L.:					25.00
PAYETTE LAKES COMMUNITY ASSN. INC.					
24095	PAYETTE LAKES COMMUNITY	19-43	LOT DISB. - AFTER SCHOOL PR	02/06/19	10,000.00
Total PAYETTE LAKES COMMUNITY ASSN. INC.:					10,000.00
PAYETTE LAKES PRINTING					
24110	PAYETTE LAKES PRINTING	1203	COPIES, SCANS	09/15/18	95.76
Total PAYETTE LAKES PRINTING:					95.76
PAYETTE LAKES RECREATIONAL					
24120	PAYETTE LAKES RECREATION	02/19-0507	SEWER FEES	02/01/19	46.35
24120	PAYETTE LAKES RECREATION	02/19-0508	SEWER FEES	02/01/19	46.35
24120	PAYETTE LAKES RECREATION	02/19-0509	SEWER FEES	02/01/19	46.35
24120	PAYETTE LAKES RECREATION	02/19-0510	SEWER FEES	02/01/19	46.35
24120	PAYETTE LAKES RECREATION	02/19-0511	SEWER FEES	02/01/19	185.40
24120	PAYETTE LAKES RECREATION	02/19-0512	SEWER FEES	02/01/19	69.53
24120	PAYETTE LAKES RECREATION	02/19-0513	SEWER FEES	02/01/19	92.70
24120	PAYETTE LAKES RECREATION	02/19-0514	SEWER FEES	02/01/19	46.35
24120	PAYETTE LAKES RECREATION	02/19-0515	SEWER FEES	02/01/19	69.53
24120	PAYETTE LAKES RECREATION	02/19-0516	SEWER FEES	02/01/19	185.40
24120	PAYETTE LAKES RECREATION	02/19-0518	SEWER FEES	02/01/19	46.35
24120	PAYETTE LAKES RECREATION	02/19-0519	SEWER FEES	02/01/19	46.35
24120	PAYETTE LAKES RECREATION	02/19-0520	SEWER FEES	02/01/19	46.35
24120	PAYETTE LAKES RECREATION	02/19-0521	SEWER FEES	02/01/19	231.75
24120	PAYETTE LAKES RECREATION	02/19-0522	SEWER FEES	02/01/19	92.70
24120	PAYETTE LAKES RECREATION	02/19-0523	SEWER FEES	02/01/19	92.70
24120	PAYETTE LAKES RECREATION	02/19-0525	SEWER FEES	02/01/19	46.35
Total PAYETTE LAKES RECREATIONAL:					1,436.86
PCMG INC.					
24220	PCMG INC.	025750090101	ANNUAL RENEWAL OF HYCU BA	01/23/19	3,300.00
Total PCMG INC.:					3,300.00
PITNEY BOWES					
24460	PITNEY BOWES	3308078796	QTRLY POSTAGE METER RENT	01/30/19	307.83
Total PITNEY BOWES:					307.83
POLICEONE.COM					
24572	POLICEONE.COM	49488	TASER CEW INSTR RE-CERT - P	02/04/19	495.00
Total POLICEONE.COM:					495.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
POST ACADEMY, IDAHO 24680	POST ACADEMY, IDAHO	S9056508	INSTR. DEVELOPMENT - CCSO	12/13/18	300.00
Total POST ACADEMY, IDAHO:					300.00
POWELL, JOHN 24747	POWELL, JOHN	20190128	REIMB. - MEALS/IDABO EDU INS	01/28/19	9.00
Total POWELL, JOHN:					9.00
REECE, DARYL 98949	REECE, DARYL	219501	REFUND - UTILITY A/C #2.1950.1	02/06/19	35.92
Total REECE, DARYL:					35.92
RIDLEY'S FAMILY MARKETS					
25800	RIDLEY'S FAMILY MARKETS	8000070941	SNACKS - TOTS & TYKES	01/22/19	10.96
25800	RIDLEY'S FAMILY MARKETS	8000250943	SNACKS - WINTER CARNIVAL	01/23/19	13.27
25800	RIDLEY'S FAMILY MARKETS	9000600835	SNACKS - WINTER CARNIVAL	01/25/19	198.28
25800	RIDLEY'S FAMILY MARKETS	9000610840	SNACKS - WINTER CARNIVAL	01/25/19	9.16
25800	RIDLEY'S FAMILY MARKETS	9000610913	SNACKS - TOTS & TYKES	01/15/19	15.88
Total RIDLEY'S FAMILY MARKETS:					247.55
ROGERS ELECTRIC INC					
26420	ROGERS ELECTRIC INC	3691	REPLACE LIGHT	01/23/19	113.23
Total ROGERS ELECTRIC INC:					113.23
ROOTS FOREST SCHOOL INC.					
26472	ROOTS FOREST SCHOOL INC.	19-21	LOT DISB. - TREK TO THE NORT	02/06/19	1,520.00
Total ROOTS FOREST SCHOOL INC.:					1,520.00
RULE STUDIOS INC.					
26710	RULE STUDIOS INC.	17630	EMBROIDERY - JACKETS	01/21/19	232.73
Total RULE STUDIOS INC.:					232.73
SALAS CONCRETE INC.					
26915	SALAS CONCRETE INC.	20190121	FRAME BUILDING EXPANSION	01/21/19	17,376.50
Total SALAS CONCRETE INC.:					17,376.50
SARDEGNA, PAUL & MARY					
98951	SARDEGNA, PAUL & MARY	200551	REFUND - UTILITY A/C #2.0055.1	01/29/19	40.36
Total SARDEGNA, PAUL & MARY:					40.36
SHADOW TRACKERS					
27504	SHADOW TRACKERS	RDK190024	BACKGROUND CHECKS	01/31/19	40.00
Total SHADOW TRACKERS:					40.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
SHOP STRANGE INC.					
27865	SHOP STRANGE INC.	SO-010060	STAFF LONG SLEEVE SHIRTS, H	01/17/19	1,100.00
27865	SHOP STRANGE INC.	SO-010060	STAFF LONG SLEEVE SHIRTS, H	01/17/19	155.00
Total SHOP STRANGE INC.:					1,255.00
SPECIALTY PLASTICS & FAB. INC.					
28670	SPECIALTY PLASTICS & FAB. I	74300	REPLACEMENT VALVES	01/23/19	944.20
Total SPECIALTY PLASTICS & FAB. INC.:					944.20
STAR NEWS, THE					
28980	STAR NEWS, THE	52973	CLASSIFIED - DEPUTY TREASUR	12/31/18	138.00
28980	STAR NEWS, THE	52973	CLASSIFIED - RECEPTIONIST	12/31/18	69.00
28980	STAR NEWS, THE	52994	DISPLAY AD - WATER RATES	12/31/18	165.00
28980	STAR NEWS, THE	52994	DISPLAY AD - BUDGET AMENDM	12/31/18	440.00
28980	STAR NEWS, THE	52994	DISPLAY AD - SNOW IN THE CIT	12/31/18	44.00
28980	STAR NEWS, THE	52994	DISPLAY AD - ORDINANCE 976	12/31/18	291.50
28980	STAR NEWS, THE	53060	LEGAL AD - ORDINANCE #977	01/10/19	169.86
Total STAR NEWS, THE:					1,317.36
STERLING BATTERY CO.					
29120	STERLING BATTERY CO.	G47808	BATTERIES	01/11/19	104.95
29120	STERLING BATTERY CO.	G47808	BATTERIES	01/11/19	104.95
Total STERLING BATTERY CO.:					209.90
SYNERGY DEVELOPMENT LLC					
98950	SYNERGY DEVELOPMENT LLC	404091	REFUND - UTILITY DEPOSIT A/C	02/01/19	101.10
Total SYNERGY DEVELOPMENT LLC:					101.10
TACOMA SCREW PRODUCTS INC.					
29693	TACOMA SCREW PRODUCTS I	29032074	STEEL PLOW BOLT, LOCK NUT	01/07/19	174.26
29693	TACOMA SCREW PRODUCTS I	29033104	STEEL PLOW BOLT	01/17/19	3.55
29693	TACOMA SCREW PRODUCTS I	29033105	STEEL MED LOCK WASHER	01/17/19	5.84
29693	TACOMA SCREW PRODUCTS I	29033743	STEEL HEX CAP SCREW, SLOTT	01/24/19	80.17
Total TACOMA SCREW PRODUCTS INC.:					263.82
TANGLEFOOT INVESTMENTS LLC					
99422	TANGLEFOOT INVESTMENTS L	190891	REFUND - UTILITY A/C #1.9089.1	01/11/19	177.60
Total TANGLEFOOT INVESTMENTS LLC:					177.60
T-O ENGINEERS INC.					
30340	T-O ENGINEERS INC.	05113-8529	CONTINUING SERVICE FEE	01/09/19	1,200.00
30340	T-O ENGINEERS INC.	180357-8596	AIRPORT - RELOCATE PARALLE	01/14/19	2,059.83
30340	T-O ENGINEERS INC.	180357-8596	AIRPORT - RELOCATE PARALLE	01/14/19	228.87
Total T-O ENGINEERS INC.:					3,488.70

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
TREASURE VALLEY COFFEE INC.					
30580	TREASURE VALLEY COFFEE IN	2160:05856532	TEA, CREAMER	12/18/18	11.24
30580	TREASURE VALLEY COFFEE IN	2160:05947021	TEA, COCOA, SUGAR	01/15/19	28.49
30580	TREASURE VALLEY COFFEE IN	2160:05957505	TEA, COCOA, CREAMER, SUGAR	01/29/19	27.24
30580	TREASURE VALLEY COFFEE IN	2160:05957541	TEA, SUGAR	01/29/19	12.04
Total TREASURE VALLEY COFFEE INC.:					79.01
U.S. POSTAL SERVICE					
31540	U.S. POSTAL SERVICE	20190206	POSTAGE - METER A/C #185733	02/06/19	500.00
Total U.S. POSTAL SERVICE:					500.00
ULINE INC.					
31163	ULINE INC.	104633379	RECLOSABLE BAGS	01/07/19	104.02
Total ULINE INC.:					104.02
UNIFORMS2GEAR INC.					
31175	UNIFORMS2GEAR INC.	88026	CLOTHING	12/10/18	248.54
31175	UNIFORMS2GEAR INC.	CRN-21784	CREDIT - CLOTHING	12/20/18	160.83-
Total UNIFORMS2GEAR INC.:					87.71
UNITED PARCEL SERVICE					
31280	UNITED PARCEL SERVICE	8459E3029	SHIPPING	01/12/19	15.20
31280	UNITED PARCEL SERVICE	8459E3029	SHIPPING	01/12/19	48.39
31280	UNITED PARCEL SERVICE	8459E3029	SHIPPING	01/12/19	48.39
31280	UNITED PARCEL SERVICE	8459E3029	SHIPPING	01/12/19	10.24
31280	UNITED PARCEL SERVICE	8459E3029	SHIPPING	01/12/19	16.08
Total UNITED PARCEL SERVICE:					138.30
VISION MARKETING LLC					
32080	VISION MARKETING LLC	4812	ADVERTISIING - GOLF NORTHW	02/01/19	1,000.00
Total VISION MARKETING LLC:					1,000.00
WAYNE, DAVE					
98955	WAYNE, DAVE	219222	REFUND - UTILITY A/C #2.1922.2	01/16/19	35.29
Total WAYNE, DAVE:					35.29
WESTERN STATES EQUIPMENT CO.					
32820	WESTERN STATES EQUIPMEN	IN000866626	WASHER, RING, SEAL, SHIM, O-	01/09/19	290.01
32820	WESTERN STATES EQUIPMEN	IN000870317	BEARING	01/14/19	279.27
32820	WESTERN STATES EQUIPMEN	IN000870332	BEARING	01/14/19	279.27
32820	WESTERN STATES EQUIPMEN	IN000870348	WASHER	01/14/19	64.64
32820	WESTERN STATES EQUIPMEN	IN000872737	SENDER AS	01/16/19	75.44
Total WESTERN STATES EQUIPMENT CO.:					988.63
WHITE CLOUD COMMUNICATIONS INC					
32885	WHITE CLOUD COMMUNICATIO	18816	MOBILE MICROPHONE	01/15/19	117.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total WHITE CLOUD COMMUNICATIONS INC:					117.00
WHITE PETERSON P.A.					
32910	WHITE PETERSON P.A.	132096	GENERAL CITY ADMIN	01/31/19	5,500.00
Total WHITE PETERSON P.A.:					5,500.00
Grand Totals:					656,005.21

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
AMAZON.COM					
2320	AMAZON.COM	433395489679	AUDIO/VIDEO	12/28/18	12.16
2320	AMAZON.COM	434796489753	BOOKS	12/14/18	153.25
2320	AMAZON.COM	434796489753	ART SUPPLIES	12/14/18	39.95
2320	AMAZON.COM	443565588657	CREDIT - BOOK	01/02/19	19.20-
2320	AMAZON.COM	446448598699	AUDIO/VIDEO	12/31/18	11.91
2320	AMAZON.COM	447565773867	BOOKS	12/30/18	23.40
2320	AMAZON.COM	454335974957	BOOKS	12/21/18	5.29
2320	AMAZON.COM	454637995363	AUDIO/VIDEO	12/28/18	14.97
2320	AMAZON.COM	464646699498	BOOKS	12/29/18	20.10
2320	AMAZON.COM	468648338447	BOOKS	12/14/18	45.80
2320	AMAZON.COM	469964654344	BOOKS	12/22/18	48.99
2320	AMAZON.COM	555363883939	BOOKS	01/03/19	159.18
2320	AMAZON.COM	636677349876	BOOKS	01/06/19	46.60
2320	AMAZON.COM	636677349876	PROGRAMMING SUPPLIES	01/06/19	8.99
2320	AMAZON.COM	673755759344	STICKERS	12/28/18	24.94
2320	AMAZON.COM	898699756778	AUDIO/VIDEO	12/28/18	100.23
Total AMAZON.COM:					696.56
AMERIGAS PROPANE L.P.					
2700	AMERIGAS PROPANE L.P.	3087957401-L	PROPANE-#200810869-LIBRARY	01/26/19	216.83
Total AMERIGAS PROPANE L.P.:					216.83
BAKER & TAYLOR BOOKS					
3700	BAKER & TAYLOR BOOKS	4012438627	BOOKS	01/15/19	32.17
3700	BAKER & TAYLOR BOOKS	4012451608	BOOKS	01/29/19	146.73
3700	BAKER & TAYLOR BOOKS	4012453963	BOOKS	01/31/19	37.90
Total BAKER & TAYLOR BOOKS:					216.80
GALE/CENGAGE LEARNING INC					
11625	GALE/CENGAGE LEARNING IN	65780025	BOOKS	01/02/19	44.08
11625	GALE/CENGAGE LEARNING IN	65816074	BOOKS	01/07/19	70.17
11625	GALE/CENGAGE LEARNING IN	65838679	BOOKS	01/08/19	100.06
Total GALE/CENGAGE LEARNING INC:					214.31
MAY HARDWARE INC.					
20160	MAY HARDWARE INC.	933905	GOO GONE, MOUNTING TAPE	01/14/19	11.63
20160	MAY HARDWARE INC.	934101	PAINT, GLUE	01/16/19	7.72
20160	MAY HARDWARE INC.	934191	PAINT, CARTON SEAL TAPE	01/17/19	3.23
20160	MAY HARDWARE INC.	934225	SPRAYPAINT	01/17/19	12.00
Total MAY HARDWARE INC.:					34.58
MCCALL, CITY OF					
6960	MCCALL, CITY OF	0119-182651	WATER	01/14/19	39.25
Total MCCALL, CITY OF:					39.25
OFFICE SAVERS ONLINE					
22363	OFFICE SAVERS ONLINE	22804001	SUPPLIES	12/06/18	11.98

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total OFFICE SAVERS ONLINE:					11.98
PAYETTE LAKES RECREATIONAL					
24120	PAYETTE LAKES RECREATION	02/19-0517	SEWER FEES	02/01/19	57.94
Total PAYETTE LAKES RECREATIONAL:					57.94
RUSH, AMY					
26725	RUSH, AMY	22	FUNDRAISING COORDINATOR S	02/01/19	1,300.00
Total RUSH, AMY:					1,300.00
Grand Totals:					2,788.25



City of McCall
CITY MANAGER

Memo

To: City Council
From: Anette Spickard, City Manager
Date: February 7, 2019
Re: Monthly Department Report – January 2019

January was a busy month for the City Manager department.

1. Public Outreach:

Our Communications Manager put together the January 7th special Council meeting for public comment on the Midas Gold Community Agreement at the North Fork Lodge and advertised it. It was well attended with over 100 audience members. Feedback from the attendees, many of whom also attended the three-part Lecture Series on the mine project, was positive and appreciative of the City's effort to engage the public on this topic. Erin also worked with the Chamber of Commerce, several of our departments, and Banyans restaurant on Winter Carnival events, marketing, and promoting public awareness of safely moving around in a snow/ice environment. She assisted our Golf Superintendent in preparing our Spring marketing plan for the McCall Golf Course.

2. Council Annual Retreat:

The City Clerk, Communications Manager and I put together a full day retreat for the Council on January 18. Staff greatly appreciated the dialogue with Council regarding how best we can support the Council this next year. Based on that feedback, staff will start “live-streaming” Council meetings, develop a “Council Forecast/Community Bulletin Board” concept to highlight upcoming issues so we can engage the community earlier on topics coming before the Council, and work with the advisory committees and boards on new member recruitment/interview processes. We will invite the Council to attend work sessions of the Planning and Zoning (P&Z) Commission regarding the Development Code update.

3. Idaho Department of Lands – Endowment Land Lease Update:

The City and County have received multiple complaints from citizens concerned about the Idaho Department of Lands (IDL) lease of lakefront land in the Impact Area adjacent to Tamarack Bay Condos, called The Grove LLC. A letter from IDL explaining their position on the matter was provided to Council in my December report. Since that time, City planning staff have asked the County Prosecutor to review and determine the County's position on the matter and whether further action should be taken by the City staff who provide planning and code enforcement in the Impact Area on

the County's behalf. We are awaiting that determination. In the meantime, the State Land Board will take public comment on the lease at their February 19, 2019 meeting in Boise. A member of the County's P&Z Commission plans to attend. On February 7, I received a copy of the letter that IDL has provided to all complainants. A copy is attached to this memo for you. The IDL Area Manager for McCall, Scott Corkill, and I will have our first quarterly meeting in March.

4. McCall Donnelly School District Strategic Plan Committee:

I participated on this committee at the invitation of Superintendent Foudy. The District surveyed the community regarding interests and priorities for the school board of trustees to consider in formulating their next 5-year strategic plan. The District received over 600 responses. The District also surveyed students in 8th – 12th grades, and a summary of the data and a recommendation from the committee will be presented to the school board of trustees on February 11th. The results I found interesting from the City perspective are that almost half of the respondents moved to the community because of the school district's reputation and that almost 70% stayed here because of their experience with the district. 75% of the respondents stated that lack of affordable housing was a major issue for district employees and the community overall, but there was concern about the board of trustees raising taxes to allocate school district funds toward resolving the issue. There was support for adding career/technical education courses to the district curriculum. When the final report and recommendations are made available on February 11, I will forward a copy to the Council and will update you on the trustee's direction regarding the housing issues. Even if they do not create a specific budget priority for employee housing, I believe they will still be interested in partnering with us and others in the community to address the issue in other ways as it is a recruitment and retention issue for them.

5. Human Resources Update:

All staff are in the process of writing and receiving annual employee evaluations. The City Manager has provided her self-evaluation to the Human Resource Manager for the Council's review. An Executive Session will be scheduled with the Council to discuss the City Manager's annual evaluation.

DIRECTOR'S OFFICE
300 N 6th Street Suite 103
PO Box 83720
Boise ID 83720-0050
Phone (208) 334-0200
Fax (208) 334-5342



STATE BOARD OF LAND COMMISSIONERS
Brad Little, Governor
Lawrence E. Denney, Secretary of State
Lawrence G. Wasden, Attorney General
Brandon D Woolf, State Controller
Sherri Ybarra, Sup't of Public Instruction

January 29, 2019

Name
Address
City, ST ZIP

Re: Lease M500031

Dear _____:

Thank you for expressing your concerns about the event lease (M500031) issued by the Idaho Department of Lands (IDL) near Tamarack Bay on Payette Lake. This letter attempts to explain our current lease process and provide some background regarding this lease. Also, based on citizen feedback like yours, we are currently reviewing our lease process to ensure greater public transparency moving forward.

As directed by the State Board of Land Commissioners and Article 9, Section 8 of the Idaho Constitution, IDL manages over 2.4 million acres of endowment trust land "...in such manner as will secure the maximum long-term financial return..." to specific endowment beneficiaries.

This rustic event lease covers 28 acres of endowment land owned by the Public School and Normal School endowments. The Normal School endowment benefits Lewis-Clark State College, and Idaho State University endowments. There are also two other leases within the boundaries of the event lease. Lease M500021 is for trail riding and lease G500069 is a grazing lease for domestic livestock. These three non-exclusive leases allow for public access when no paid event is taking place.

The leased endowment land is part of the endowment's timberland asset class. Timberland is considered land capable of growing successive crops of commercial forest products for harvest. Leases on timberland provide income in addition to timber harvesting as the primary revenue source.

In determining the rental rate for the event lease, IDL considered the proposed lease activity, available market comparables, and the land's current timberland asset class. In the IDL Payette Lakes Supervisory Area, the closest market comparable for determining commercial recreational lease rent is Tamarack Resort, which operates a commercial recreation ski resort on 2,000 acres of endowment timberlands for \$150/acre/year. Applying this rate to the 28-acre

Recipient Name

Date

Page 2

event site lease would yield an annual rent of \$4,200. The rental rate in the lease specifies a base rent of \$4,000 and an additional \$400 per developed acre, or portion thereof, which include temporary developments such as pavers for a tent base, a viewing deck, or trail improvements. Establishing rent for the event lease based on the residential asset class as suggested would not be appropriate since the lease area is not located in a platted subdivision, permanent structures do not exist and are not being proposed, nor is infrastructure such as paved roads or utilities available for such development.

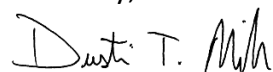
Currently, all new lease applications are advertised on the IDL website for a minimum of 30 days. The IDL advertised the event lease application on its website for 30 days, from April 26 through May 27, 2018. The IDL adds information such as the legal description, county in which the new use is being proposed, acreage and other details and posts the information on its web page. The IDL did not receive any additional lease applications for this property and no other party expressed interest. If other lease proposals are received during this 30-day period, then IDL reviews the lease proposals to determine if the uses are compatible. If the uses are compatible, then IDL issues one or more leases for the same area. If not, then IDL conducts an auction and the winning bidder is awarded the lease upon Land Board approval.

To better address future concerns by members of the public like yourself, we are currently reviewing processes within our endowment leasing program when a change to commercial use is being proposed on endowment land within a city's area of impact. The purpose of this review is to ensure greater public transparency and financial benefits to the endowments by encouraging alternative lease proposals.

In the future, IDL will be notifying adjacent neighbors and the city when a new commercial lease application is received. We will be examining other proposed process changes that include better advertising of lease applications on IDL's website to solicit alternative lease proposals that benefit the endowments, and a review of comparable commercial lease rates within a geographic area.

Thank you for reaching out to me regarding this matter. Please do not hesitate to contact Sharla Arledge at (208) 334-0286 or by email at pio@idl.idaho.gov if you have any further questions.

Sincerely,



Dustin T. Miller
Director

Memo



To: City Council
From: Jay Scherer, Airport Manager
CC: Anette Spickard, City Manager
Date 2/6/2018
Re: Monthly Department Report – January 2019

1. Triangle Development:

Development of Request for Quotes is underway. Informal poll of non-waitlist persons seeking hangar indicates most small hangar leaseholds would be leased. Proponent for large hangar leasehold has dropped out.

2. Parallel Taxiway Relocation:

T-O Engineers is working to assess the various taxiway separation costs which will drive the scope of an environmental study update. Statement of work is nearly complete for pre-design actions. An independent fee estimate must be developed prior to approving a design contract.

3. Commercial Activities:

Four commercial activities have indicated an interest in operating out of McCall. Gem Air wishes to return, another air taxi wishes to operate, a skydiving instructor wishes to set up operations, and an existing tenant wishes to sell fuel. First meeting with the Airport Advisory Committee is set for February 7, 2019.

4. US Forest Service:

The government shut-down put the USFS behind in preparation for the upcoming year. They are working to catch up. It is expected the contract to be finalized by end of February.

5. MDSO 3rd Grade Class:

Tour went well. Four learning stations were set up airfield, weather, aircraft gliding, and helicopter/drone. Received positive feedback on all stations and a thank you book from students.

Memo



To: City Council
From: Michelle Groenevelt, Community & Economic Development Director, AICP
CC: Anette Spickard, City Manager
Date: 2/14/19
Re: Monthly Department Report – January 2019

1. Housing:

Staff brought a Resolution for a Local Housing Incentive Program to the Council on January 17 and has been working on more analysis to prepare options for the geographic area with additional data. McCall Redevelopment Agency (MRA) will prepare a RFP for a Local Housing development for the parcel they own on Davis Ave in February.

2. Code Update:

Diane Kushlan, a planning consultant, will lead the Code Update process in 2019. Diane started work and research on the non-conforming code, airport zone and local housing codes. A monthly update will be provided on the progress.

3. Civic Campus Planning:

Dennis Humphries, the consultant who is working on the library planning, will take on the broader civic campus planning. This will create efficiencies and synergy in the planning process. A contract for services will be presented to Council to include the scope of work, process and timeline.

4. Urban Renewal:

An RFP for the Pine Street parcel was advertised and distributed to developers. The Board partially funded the non-motorized dock project north of Mile High Marina. There is one vacancy on the Board and it is being advertised. The Board will look at letters of interest in February. A joint work session a new urban renewal district with the City Council will be held on March 15 9-11 am.

5. GIS:

Continuing work on the Stormwater data set for Public Works. Worked with Grants on Business outreach for Council. Working with IT on web application for Fiber project presentation and public information. Working with several departments on the Bike Friendly Communities application. Working with Public Works staff on Elements data and usability.

6. Building:

The City Hall office remodel project is out to bid. The Building Official is managing that process. See Building Permit Report for more information on permit activity and revenues.

7. Planning:

Morgan Bessaw is out of the office and Delta is the acting City Planner until Morgan returns in mid-March. Four (4) Design Review, two (2) Scenic Route, one (1) Shoreline, and one (1) PUD Final Plan applications have been received for the March 5, 2019 P&Z meeting date. One Impact Area representative position on the P&Z Committee is currently vacant and applications for the position are being sought.

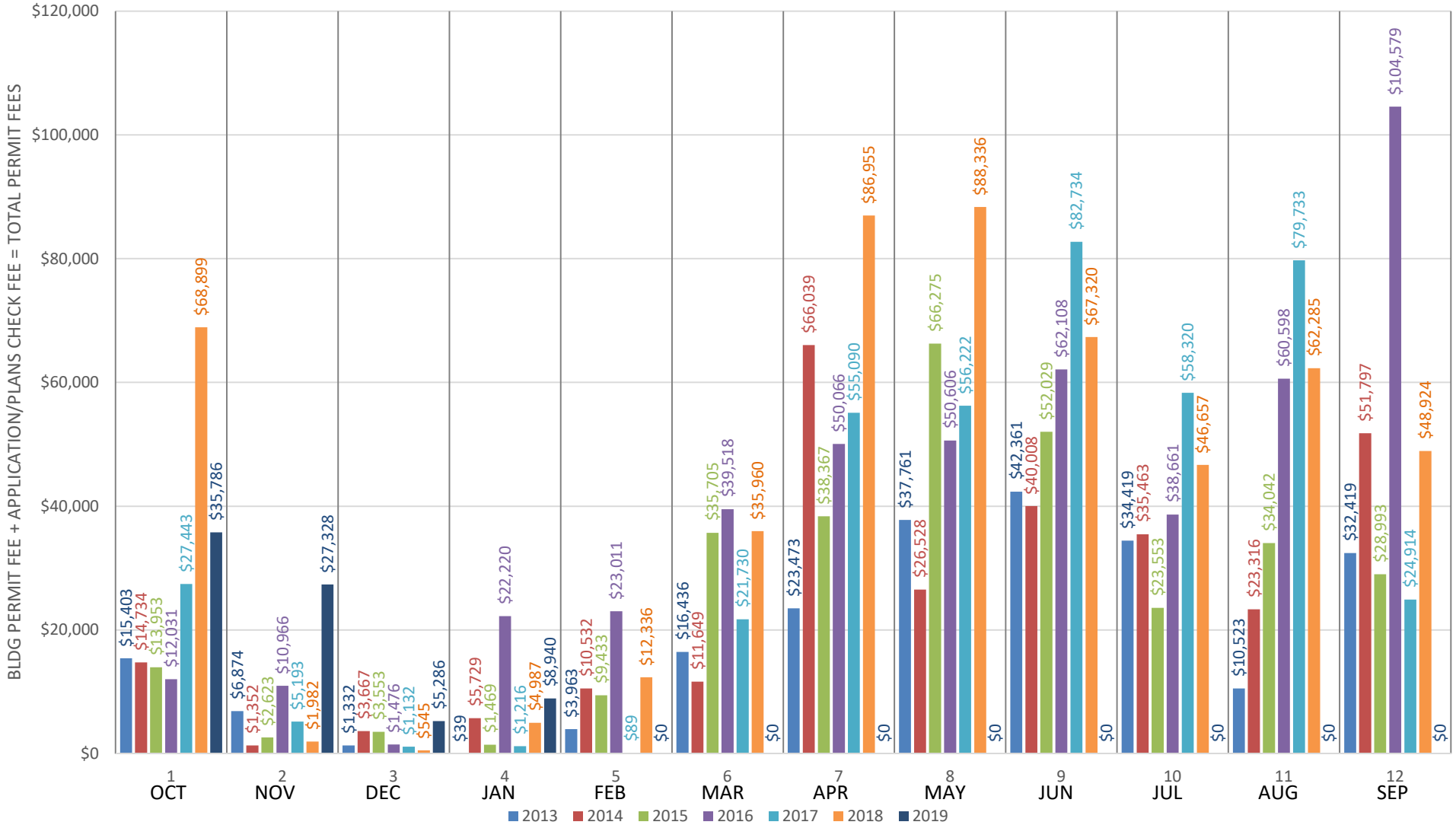
8. Economic Development:

Business Outreach: Thank you packets have been compiled for distribution to local businesses licensed and located within the City of McCall. A strategy for this distribution will be discussed with Council February 14, 2019.

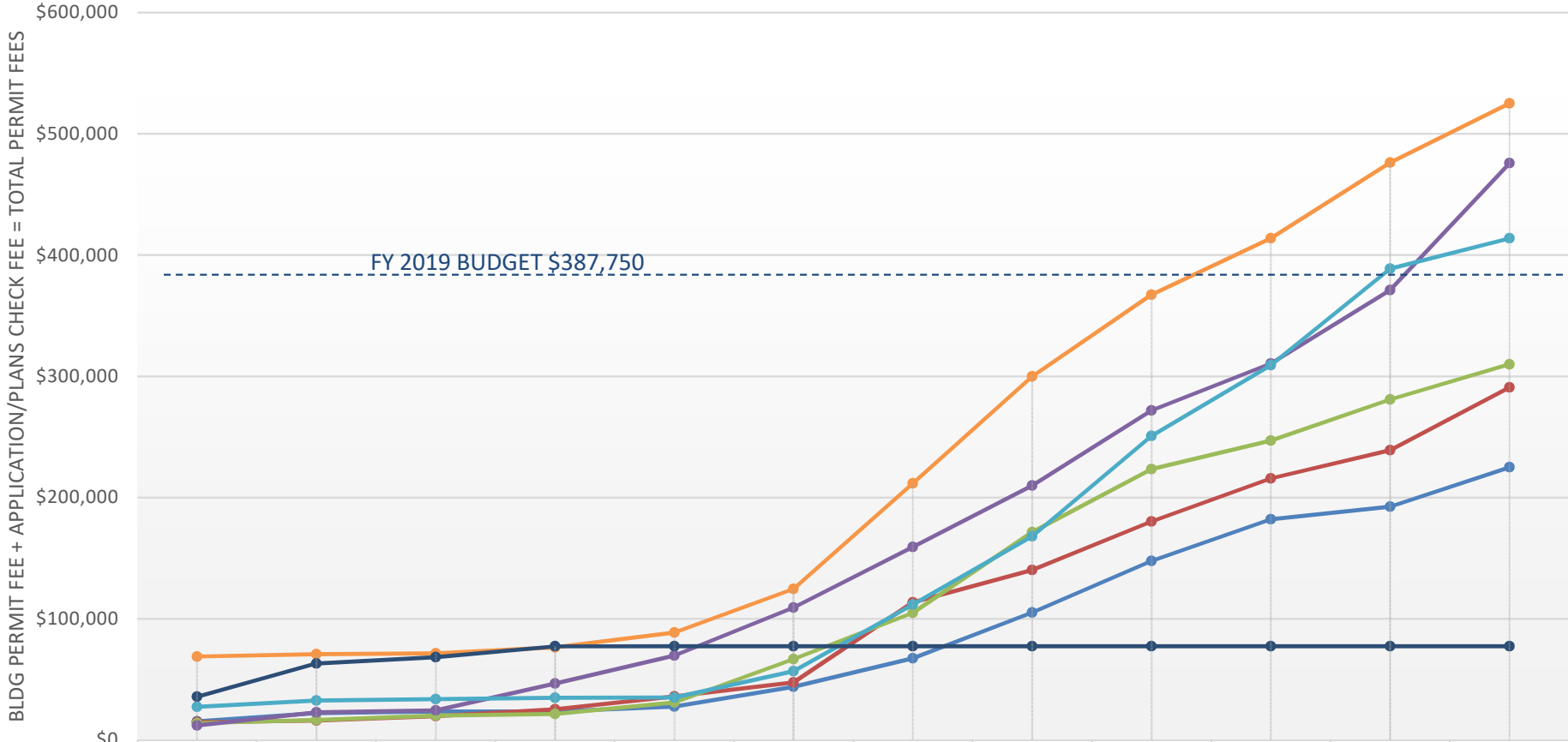
Grants: See attached Grant Report.

Public Art: Two design ideas for Lardo Bridge public art submitted by selected artist Susan Madacsi and three design concepts for public art to be located along 2nd Street downtown submitted by the three selected finalist artists were displayed at Barn Owl Books for two weeks in conjunction with an online for public input survey for each project. Community input results and recommendations from the public art committee will be presented to Council February 28 for final design decision.

TOTAL BLDG PERMIT FEES - PER MONTH - FISCAL YEAR



BLDG PERMIT FEES - RUNNING TOTAL - FISCAL YEAR



FY 2019 BUDGET \$387,750

	1	2	3	4	5	6	7	8	9	10	11	12
2013	\$15,403	\$22,277	\$23,610	\$23,649	\$27,611	\$44,047	\$67,520	\$105,281	\$147,642	\$182,061	\$192,584	\$225,003
2014	\$14,734	\$16,086	\$19,753	\$25,482	\$36,014	\$47,662	\$113,701	\$140,229	\$180,237	\$215,700	\$239,016	\$290,813
2015	\$13,953	\$16,575	\$20,129	\$21,598	\$31,031	\$66,736	\$105,103	\$171,378	\$223,407	\$246,960	\$281,001	\$309,994
2016	\$12,031	\$22,997	\$24,472	\$46,692	\$69,703	\$109,221	\$159,287	\$209,892	\$272,001	\$310,661	\$371,259	\$475,838
2017	\$27,443	\$32,636	\$33,768	\$34,984	\$35,073	\$56,803	\$111,893	\$168,114	\$250,848	\$309,168	\$388,901	\$413,815
2018	\$68,899	\$70,881	\$71,425	\$76,412	\$88,748	\$124,708	\$211,663	\$299,999	\$367,320	\$413,976	\$476,262	\$525,185
2019	\$35,786	\$63,114	\$68,400	\$77,340	\$77,340	\$77,340	\$77,340	\$77,340	\$77,340	\$77,340	\$77,340	\$77,340

OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEP

GRANT STATUS REPORT- February 2019

Department	Project Name	Project Manager	Purpose	Funder	Amount	Status
Public Works - Streets	Mission St. Reconstruction	Nathan Stewart	Reconstruct Mission St. from Deinhard to S. City Limits	FHWA through LHTAC	\$2.19M	Updated: Design to begin FY19.
Community Development	Bridging the Source: the Arts and Payette Lake	Delta James	Public art installation on Lardo Bridge; partnership with MAHC programming	National Endowment for the Arts	\$25,000	Updated: Artist has provided two design proposals for input
Library	Library Expansion	Meg Lojek	Capital Campaign Request	Laura Moore Cunningham	\$50,000	Updated: Funds utilized for planning.
Library	Library Expansion	Meg Lojek	Capital Campaign request	Payette Lakes Progressive Club	\$5,000	No change: Funds being held for future use.
Community Development	Historic Preservation Commission	Delta James	Nomination of Pioneer Hangar to National Register	Idaho State Historical Society	\$3,000	Updated: Draft nomination completed.
Parks	Riverfront Park Tree Planting	Kurt Wolf	Landscaping near Sheep Bridge in Riverfront Park	McCall Rotary Club	\$5,032	Grant closed: Final report submitted Jan. 15, 2019
Public Works - Streets	2 nd St. ADA Curb Ramps	Nathan Stewart	Curb ramps at 2 nd Street and SH55 to meet ADA	ITD	\$12,681	Awarded! Funding in ITIP for FY20
Parks	North of Marina swim area	Kurt Wolf	Swim lane lines, non-motorized launch stations	Laura Moore Cunningham	\$15,000	Awarded!
Airport	Pocket Park	Jay Scherer	Equipment and supplies	ID Aviation Foundation	\$3,036	Awarded!
Library	STEM Training	Casey Bruck	STEM training	STEM Action Center	\$10,000	Updated: Mid-term report submitted.
Recreation	Youth ski equipment	Tara Woods	Youth X-Country ski equipment	Payette Lakes Progressive Club	\$621	No change: Equipment to be ordered.
Library	Fire Proofing History	Meg Lojek	Fire-proof file cabinets	Idaho State Historical Society	\$2300	Updated: Awaiting delivery of cabinets.
Parks	Bike Repair Stations	Kurt Wolf	Purchase and install public bike repair stations	Shelton Foundation	\$1300	Awarded!
Public Works - Streets	Downtown Revitalization	Nathan Stewart	Purchase of pedestrian lighting for downtown core	CDBG	\$475,300	Pending. App submitted Nov. 16, 2018
Public Works - Streets	Park Street Reconstruction	Nathan Stewart	Reconstruction of Park Street – downtown core	LRHIP	\$100,000	Pending. App submitted Nov. 19, 2018
Public Works – Streets	E. Deinhard Lane Improvements	Nathan Stewart	Reconstruction of E. Deinhard Lane	STP – Rural	\$1.5M	Pending. App submitted Jan. 3, 2019
Parks	N Marina Improvements	Kurt Wolf	Construction of docks to define a non-motorized launch and swim area	IDPR – Waterways Improvement Fund	\$125,750	Pending. App submitted Jan. 24, 2019

Parks	Brown Park Playground	Kurt Wolf	Replacement of playground equipment and ADA improvements	IDPR – Land+Water Conservation	\$136,004	Pending. App submitted January 25, 2019
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NOTE: THIS SUMMARY DOES NOT INCLUDE STATUS OF GRANTS ADMINISTERED BY THE MCCALL POLICE DEPARTMENT, NOR ALL BY MCCALL AIRPORT.

Memo



To: City Council
From: Eric McCormick, Golf Superintendent
CC: Anette Spickard, City Manager
Date: 2/4/2019
Re: Monthly Department Report – January 2019

1. Weather:

The Course received a good amount of snow with one rain event.

2. Staff:

In January, there were three full time staff and 2 seasonal staff workers though the last week of the month. Unfortunately, we were back down to one seasonal because an employee had injured his knee while ice fishing. Staff has been busy keeping up with the snow, dog stations and working on the inside of the new additions to the Maintenance building

3. Greens:

Greens are all snow covered and frozen underneath. They are in good shape, so far, with fingers crossed to see what mother nature throws us next. There is some ice from the rain event but not a problem at this point.

4. Shop Expansion:

The framing crew finished the second week of January. It was finished later than hoped but weather and the holidays delayed progress. Staff has started insulating and sheeting the new service bay while the electricians wired the office, and will continue to work on the inside insulating, installing sheetrock and painting this next month when not blowing snow.

5. Dog Walking Cart Paths:

The paths have been busy with people out walking. There is still a problem of those that let their dogs run free and don't pick up after them. Paths got used heavily during winter carnival week. 1012# deposited in the receptacles by February 1. The Parks & Recreation Department used the paths for a candle walk.

6. Equipment Maintenance:

The last of the new equipment arrived this month which includes the snow blower/mower replacement and the new sand rake. Our mechanic, Calvin went back to Minneapolis, Minnesota to the Toro school where they went over all the equipment maintenance. There was also training on the new computer maintenance program that came with the equipment. The program will keep track of inventory, keep records of maintenance and record equipment hours when the equipment passes the maintenance building to wash or fuel. The new equipment has a transmitter that sends hours logged when it passes by, and the system will notify the mechanic when it is due for service. Staff will be able to add this system to all our existing equipment as well.

7. Restaurant:

The restaurant went back to their winter days and hours. There were several holiday parties held at the restaurant in January. They celebrated their one-year anniversary the first weekend of Winter Carnival, and they are open starting Thursday at 4:00 PM to Sunday at 2:00 PM for the winter season in similar fashion as last year.

8. Club House:

The Golf Course had a person doing community service to paint all the bathrooms, both upstairs and downstairs. Staff put back all the metal stall dividers after they were done.



Memo

To: City Council
From: Meg Lojek, Library Director
CC: Anette Spickard, City Manager
Date: 2/7/2019
Re: Monthly Department Report – January 2019

1. Staff:

Winter Carnival gave the Library the opportunity to partner with other City Departments—and it was wonderful teamwork and collaboration. Parks crew worked with Library staff to build the 3 superhero-flying mini-trucks, and GIS helped print a banner. Parks and Rec staff were the drivers, and Library children and Librarians rocked the parade. First place award and lots of public recognition for City efforts. Thanks Eddie, Todd, Larry, Tara, Tony, Garret and Tyler.

The Library also partnered with Chamber of Commerce to sponsor the community kids Snowman Building Contest for the first time. It was a fun event even in the rain. The library staff could not build a sculpture this year but would welcome the opportunity in the future if there were some funds and other City departments who would like to collaborate.

2. Other Projects:

Library Building Committee will issue Request for Proposal for Construction Manager/General Contractor to work with Humphries Poli on the Library project. Hope to have someone on board by late spring or early summer.

Library Foundation had a work session with the Library Board of Trustees to clearly define expectations with fundraising, reporting of finances and cooperation between the two entities. This was an excellent step and the two groups work together well with transparency and respect.

3. Programs:

Doing Democracy: The next community discussion is set for February 26 regarding issues surrounding motorized watercraft in Valley County lakes and reservoirs. Join us! City Staff, Council members and the public are all invited.

Library Stats: Complete Library stats through January are included in this report.

Monthly Program Calendar: February programs calendar is included in this report.

Library Statistics -- FY2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Totals
2 - 000-099	15	8	10	14									
3 - 100-199	21	21	38	41									
4 - 200-299	25	32	27	29									
5 - 300-399	87	71	65	72									
6 - 400-499	6	7	8	5									
7 - 500-599	28	30	26	31									
8 - 600-699	107	112	62	78									
9 - 700-799	66	70	44	76									
10 - 800-899	47	35	39	46									
11 - 900-919.9	35	52	31	38									
12 - 929-999	37	49	47	56									
13 - Adult Fiction	808	729	671	793									
14 - Audio Books Circ Set	104	0	10	33									
15-Audio Players	0	0	0	0									
16 - Biography	18	15	35	29									
17 - Board Books	121	73	120	126									
18 - CD Fiction Books	172	172	82	97									
19 - CD Junior Books	29	36	9	20									
20 - CD Non-Fiction Books	23	19	7	10									
21 - CD YA Books	8	8	7	4									
22 - Chapter books	159	138	119	180									
23- Computer Software	0	0	0	0									
26 - DVD Blu-Ray	2	7	4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
27 - DVD Circ Set	60	23	89	50									
28 - DVD Fiction	236	188	153	265									
29- DVD Kids	224	182	140	162									
30 - DVD Non-Fiction	57	56	30	40									
31 - E Non-Fiction	62	29	43	36									
32 - Eames Collection	6	3	6	5									
33 - Early Readers	244	179	97	121									
34 - Idaho Archives	2	0	0	0									
35 - Idaho Room	49	53	34	55									
36 - Independent Films	22	4	9	16									
37 - Junior Biography	6	6	0	2									
38 - Junior Non-Fiction	347	214	213	253									
39 - Junior Readers	338	295	233	198									
40 - Junior Spanish	10	8	20	12									
41 - Kit	25	27	19	21									
42 - Large Print	146	98	64	108									
43 - Magazine	63	41	36	51									
44 - Map	1	0	0	0									
45 - Oversized	1	0	0	0									
47 - Professional	1	2	0	0									
48 - Reference	0	2	0	3									
49 - Spanish	0	0	1	5									
50 - Story Books	980	766	678	629									
52 - Y A Non-Fiction	21	16	12	13									
53 - Young Adult Fiction	83	92	91	83									
Adult Circulation	2245	1899	1628	2046									7818
Young Adult Circulation	112	110	110	100									432
Children's Circulation	2545	1953	1699	1764									7961
Circulation Totals	4922	3994	3487	3943									16346
Attendance	2607	1913	2092	2236									8848
Computer Usage	590	425	426	518									1959



February 2019 Programs

McCall Public Library 208-634-5522

www.mccall.lili.org

Hours: Monday-Friday 10-6pm; Saturday 10-2pm; Sunday closed

Library Closed February 18th

McCall Public Library

Mon	Tue	Wed	Thu	Fri	Sat
28 Friends of McCall Library Used Book Sale	29	30 10:30-11:00 StoryStop 7:00pm Great Decisions	31 10:30-11:30 Story Time	1 3:30-4:30 Card Sharks	2 12:00-2:00 Snowman Building Contest
4 3:30-5:00 After-School Tutoring 4:00-5:00 ESL	5 3:30- 5:00 Tech Tuesday	6 10:30-11:00 StoryStop 7:00 -8:00pm Let's Talk About It 7:00pm Great Decisions	7 10:30-11:30 Story Time	8 3:30-4:30 Get Artsy	9
11 3:30-5:00 After-School Tutoring 4:00-5:00 ESL	12 3:30- 5:00 Tech Tuesday	13 10:30-11:00 StoryStop 7:00pm Alpine Playhouse- Film: Bye Bye German 7:00pm Great Decisions	14 10:30-11:30 Story Time	15 3:30-4:30 Lets Lego	16
18 LIBRARY CLOSED	19 3:30- 5:00 Tech Tuesday 6:30 Trail Crew— 100 years on trails	20 10:30-11:00 StoryStop 7:00 -8:00pm Let's Talk About It	21 10:30-11:30 Story Time	22 3:30-4:30 Makerspace 6:00pm Anime Club	23
25 3:30-5:00 After-School Tutoring 4:00-5:00 ESL	26 6:30 Doing Democracy	27 10:30-11:00 StoryStop 7:00pm Great Decisions	28 10:30-11:30 Story Time 6:30 Travelogue	1 3:30-4:30 Card Sharks	2

SPECIAL EVENTS:

Friends of the McCall Public Library Book Sale
January 26th – February 2nd

Snowman Building Contest
Saturday, February 2nd 12:00-2:00pm

Build a small snowman within the allotted time.
Free books and prizes for participants!

Let's Talk About It
Wednesdays 7:00–8:00pm

During this popular winter book discussion series, participants will gather at the library to explore themes and issues addressed by the season's books, led by visiting scholars. The 2019 theme is "Global Perspectives."

Great Decisions 2019
Wednesdays 7:00-9:00pm

The Great Decisions Discussion Program is designed to encourage debate and discussion of the important global issues of our time. The program provides materials that help people reach informed opinions on the issues and participate in the foreign policy process.

10 Years on Trails
Tuesday February 19th at 6:30pm

Follow along with trail crews and rangers through a season of maintaining public access in the Frank Church River of No Return Wilderness Area.

Anime Club
Friday, February 22nd at 6:00pm

Join us for a screening of The Secret World of Arietty. Cosplay Contest! Come dressed up and win a prize! Make your own custom anime button. Bring your movies and Manga to swap. Ramen and popcorn will be provided.

Doing Democracy
Tuesday, February 26th 6:30-8:30

The McCall Public Library invites you to join the discussion on motorized watercraft on Payette Lake.

Travelogue Series: Exploring Laos
Thursday, February 28th at 6:30pm

Welcome Cindy Lee back from her trip to the far east! Join us as we learn all about her adventures in Laos.

ONGOING PROGRAMS:

ESL and After-School Tutoring ~ Mondays –3:30-5:00pm (tutoring) 4:00-5:00 (ESL) —dedicated time for ESL and homework help.

Tech Tuesday ~ Tuesdays— 3:30pm-5:00pm –Dedicated time for 3D printing, and play Board games with us while you wait for your print! Ages 7 and up.

Story Stop ~ Wednesdays 10:30 – 11:00 am A streamlined library story time with rhymes & games for children ages 0-3 (with adult).

Children's Story Time ~ Thursdays 10:30- 11:30 Ages 3-5 (with adult). Preschool stories, art, and social time.

After-School Fridays ~ 3:30am-4:30pm— Every Friday we will have a special school-aged kids program. First Friday - Card Sharks, Second Friday-Get Artsy, Third Friday-Let's Lego, Fourth Friday-Makerspace.

Memo



To: City Council
From: Kurt Wolf, Parks and Recreation Director
CC: Anette Spickard, City Manager
Date: 1/28/2019
Re: Monthly Department Report –January 2019

1. Winter Rec Programs & Registrations:

The Youth Basketball program has 93 youth registered where last year there was 87. Games have begun and will continue until the end of February.

The first out of three sessions of Tots and Tykes ran twice a week, from January 15-25. Nine youth and their parents/guardians participated in the class. Most signed up for the next 2 sessions, as well as a music and cooking program for toddlers starting in February and April. Parents have given positive feedback on the movement program and space during the winter months. The Rec Supervisor continues to work on classes and programming efforts for the summer activity guide, due to go out to the public April 22.

2. Special Events:

The loaner equipment program has been heavily used this winter, as the snowshoes, youth xc ski gear and kinder sleds are rented out every weekend. Quaker Hill generously donated 8 pairs of xc skis, boots and poles. Ponderosa State Park used the snowshoes 3 times during their annual free ski/snowshoe day. Lessons and equipment were provided free to patrons.

Re Mastered was a success this year with 94 participants.

Parks staff and the Rec Supervisor participated in the Winter Carnival parade and drove Library staff and children in the parade. The group efforts landed the McCall Library and Parks & Recreation Department 1st place for group float. Parks and Recreation staff-built study stands in the back of three mini-trucks for librarians to soar above the crowds during the parade.

3. Parks Overview and Staffing:

Staff will continue to work on punch list maintenance projects as weather permits and working on summer equipment repairs and or modifications. Projects include: Picnic tables, equipment paint touch ups, trailer modifications, fabrication, planning, and irrigation system mapping with GIS department.

Parks staff attended the Idaho Horticulture Expo January 16-18. The Expo offered educational opportunities as it relates to industry standards and CEU credits to maintain herbicide applicators license and arborist certification. Staff included Eddie Heider, Monika Trapp, Al Becker and Tyler Padgett.

4. Winter Carnival:

Parks staff worked jointly with the Chamber of Commerce and Public Works to prepare for Winter Carnival. Extra attention was given to sidewalks and areas not usually maintained by Parks staff to mitigate for larger crowds and prepare for the parade route and vendor court at Legacy Park. The first weekend appeared to go off without a hitch, snow and ice were managed well by the parks crew, and janitorial needs were no worse than in years past. The snow bike race at Riverfront Park went well without any issues directly impacting parks. However, comments were received after it was over about the impact to residents living in River's Crossing.

5. Riverfront Park Opportunities:

The City has received funding through the DEQ 319 grant to mitigate stream bank erosion. A site visit and meeting with the Army Corps of Engineers and Idaho Department of Water Resources went well and the permit should be issued the first week of January. Work to lay the bank back above the Ordinary High-Water Mark (OHM) has begun and is going well despite winter conditions. Sediment controls are in place and once the permit is issued, the contractor will begin placing rock in the river as per the design and permit specifications. Planting will take place in early spring.

6. Waterfront Improvements North of the Marina & Brown Park:

The University of Idaho has begun working on a feasibility study for the event center/boat house concept on the waterfront and permitting is still underway for the dock systems North of the Marina. The University of Idaho Landscape Architecture class visited McCall and met with department staff and toured Brown Park, North of the Marina and Riverfront Park, they will be completing design projects based off these sites.

The City Economic Development Planner helped the department submit Idaho Department Parks and Recreation (IDPR): Land & Water Conservation Fund (LWCF) and Workforce Innovation Fund (WIF) grants to further fund site improvements and ADA accessibility on the water front from north of the Marina and throughout Brown Park. Grant awards will be determined in March.

The McCall Redevelopment Agency voted to fund up to \$125,000 in match funds with the IDPR WIF Grant for the non-motorized use area north of the Marina. Idaho Department of Land (IDL) encroachment permits have been submitted.

7. Central Idaho Historic Museum Site:

Staff continues to work with the museum board regarding the future of the site and museum operations. Staff has re-introduced the potential for the department to relocate to the museum site as plans are formalized with the new Library. These conversations are purely conceptual and so far, they have been very positive.

Staff is working with Public Works on snow storage and parking agreements with St. Luke's as construction progresses and the future of the site is more accurately defined.

8. Wooley Boardwalk Pathway Connection:

Survey and preliminary engineering work is complete on the pathway connection project. The bid manual will be released Friday, February 1 and bids will be accepted until Thursday, February 14. The 404 encroachment permits and mitigation plans submitted last month have been approved and secured with the appropriate governmental agencies. Project schedule is yet to be determined but it is still our goal to get piers installed this winter/spring and project completion by June 30.

Spring Mountain Ranch HOA as shown support, in writing, for planting pollinator species on the site.

Memo



To: City Council
From: Justin Williams, Police Chief
CC: Anette Spickard, City Manager
Date: 2/7/2019
Re: Monthly Department Report – January 2019

1. Personnel Changes:

Officer Chase McPherson has completed the McCall Police Department's Field Training Officer (FTO) Program. He is now working a regular patrol rotation.

Officer Mary Ruskovich is attending the Idaho Peace Officer Standards and Training (POST) 16-week program. Upon her completion of the academy, she will complete the final phases of the FTO program prior beginning a regular patrol schedule.

The McCall Police Department continues to accept applications for the position of Patrol Officer. Applications will be accepted until the position is filled.

2. Grant Update:

The McCall Police Department received the Award Letter from the Idaho Transportation Department for the FFY19 Statewide E-Ticketing (SWET) Grant on January 29, 2019 for up to \$68,000.00. The 25% Grant Match from our agency will come in the form of mileage and/or wages related to traffic safety patrols from the Traffic Enforcement Grant Project Agreement (TEGPA) Grants.

The Award Letter from Idaho Transportation Department will allow the McCall Police Department to equip patrol vehicles with Mobile Data Terminals (MDT's).

Officers completed an Impaired Driving Grant from December 13, 2018 to January 3, 2019. Additional grants will be announced throughout the year.

3. Community Events:

The McCall Police Department continues to accept unwanted or expired prescription and over the counter medications Monday – Friday, 8:00 a.m. to 5:00 p.m. excluding weekends and holidays.

4. Calls for Service:

Date	Time	Nature of Call
1/01/2019	00:47	WELFARE CHECK
01/01/2019	04:45	911 HANG UP/MISDIAL
01/01/2019	10:21	BURGLARY VEHICLE
01/01/2019	12:38	ANIMAL FOUND
01/01/2019	13:20	WELFARE CHECK
01/01/2019	21:05	DUI
01/02/2019	01:13	911 HANG UP/MISDIAL
01/02/2019	09:37	SUSPICIOUS CIRCUMSTANCE
01/02/2019	10:20	PROPERTY FOUND
01/02/2019	15:46	PROPERTY LOST
01/02/2019	19:59	REQUEST ASSISTANCE
01/03/2019	12:02	ACCIDENT PD
01/03/2019	16:02	ABANDONED VEHICLE
01/03/2019	16:53	DWP
01/04/2019	07:25	BURGLARY VEHICLE
01/04/2019	09:00	911 HANG UP/MISDIAL
01/04/2019	11:50	ACCIDENT PD
01/04/2019	14:28	911 HANG UP/MISDIAL
01/04/2019	21:19	BURGLARY VEHICLE
01/04/2019	22:04	UNWANTED SUBJECT
01/04/2019	22:42	SLIDE OFF
01/05/2019	02:20	TRAFFIC COMPLAINT
01/05/2019	14:11	ANIMAL
01/05/2019	14:59	911 HANG UP/MISDIAL
01/05/2019	18:02	ANIMAL LOST
01/05/2019	19:31	ALARM BUSINESS
01/05/2019	23:28	DUI
01/06/2019	01:54	SLIDE OFF
01/06/2019	02:17	ACCIDENT PD
01/06/2019	08:07	SUSPICIOUS CIRCUMSTANCE
01/06/2019	08:39	ORDINANCE VIOLATION - MCCALL
01/06/2019	10:27	AGENCY ASSIST
01/06/2019	11:30	ANIMAL COMPLAINT
01/06/2019	11:06	SLIDE OFF
01/06/2019	15:40	ACCIDENT PI
01/06/2019	21:20	REQUEST ASSISTANCE
01/07/2019	03:04	ORDINANCE VIOLATION - MCCALL
01/07/2019	03:09	ORDINANCE VIOLATION - MCCALL
01/07/2019	08:31	PARKING COMPLAINT
01/07/2019	09:37	ORDINANCE VIOLATION - MCCALL
01/07/2019	11:43	ALARM RESIDENCE
01/07/2019	13:27	CITY ORDINANCE VIOLATION
01/07/2019	14:25	UNWANTED SUBJECT
01/07/2019	18:51	911 HANG UP/MISDIAL
01/08/2019	09:22	DISTURB THE PEACE
01/08/2019	13:46	DISTURB THE PEACE

01/08/2019	14:58	VIN INSPECTION
01/08/2019	17:50	HARASSMENT
01/08/2019	18:42	TRAFFIC HAZARD
01/09/2019	07:48	UNATTENDED DEATH
01/09/2019	14:13	HARASSMENT
01/09/2019	15:26	AGENCY ASSIST
01/09/2019	15:34	WELFARE CHECK
01/09/2019	19:23	HARASSMENT
01/09/2019	21:02	SEX OFFENSE
01/09/2019	21:08	ACCIDENT PI
01/10/2019	04:50	DUI
01/10/2019	11:16	NARCOTICS VIOLATION
01/10/2019	13:52	WELFARE CHECK
01/09/2019	19:46	SEX OFFENSE
01/11/2019	00:41	MEDICAL
01/11/2019	07:15	FIRE VEHICLE
01/11/2019	08:01	PARKING COMPLAINT
01/11/2019	10:22	PROPERTY LOST
01/11/2019	13:48	FRAUD
01/11/2019	14:36	WANTED SUBJECT
01/11/2019	16:33	SUSPICIOUS CIRCUMSTANCE
01/11/2019	17:16	WELFARE CHECK
01/11/2019	18:13	REQUEST ASSISTANCE
01/11/2019	19:42	BATTERY
01/11/2019	20:27	INTOXICATED DRIVER
01/12/2019	00:30	INTOXICATED SUBJECT
01/12/2019	10:14	911 HANG UP/MISDIAL
01/12/2019	13:09	ORDINANCE VIOLATION - MCCALL
01/12/2019	15:32	WELFARE CHECK
01/12/2019	17:15	DISTURBANCE-JUVENILE
01/12/2019	20:19	UNWANTED SUBJECT
01/12/2019	21:50	ACCIDENT PD
01/12/2019	21:46	ALARM
01/12/2019	23:22	911 HANG UP/MISDIAL
01/12/2019	23:30	DUI FELONY
01/13/2019	01:26	DISTURB THE PEACE
01/13/2019	11:04	BATTERY
01/13/2019	17:46	WELFARE CHECK
01/14/2019	10:19	VIN INSPECTION
01/14/2019	10:44	SUSPICIOUS CIRCUMSTANCE
01/14/2019	13:45	PROPERTY FOUND
01/14/2019	13:50	PROPERTY LOST
01/14/2019	14:44	POSSESSION - PARAPHERNALIA
01/14/2019	16:25	911 HANG UP/MISDIAL
01/14/2019	16:50	PROPERTY FOUND
01/14/2019	18:26	ANIMAL
01/14/2019	18:45	INTOXICATED DRIVER
01/14/2019	19:37	WELFARE CHECK
01/15/2019	10:54	SUSPICIOUS CIRCUMSTANCE
01/15/2019	19:53	REQUEST ASSISTANCE
01/16/2019	07:58	ANIMAL
01/16/2019	09:14	SUSPICIOUS CIRCUMSTANCE

01/16/2019	11:52	MEDICAL
01/16/2019	12:09	ACCIDENT H & R
01/16/2019	13:07	MALICIOUS INJURY
01/16/2019	13:53	VIN INSPECTION
01/16/2019	15:33	ORDINANCE VIOLATION - MCCALL
01/16/2019	19:37	ANIMAL
01/16/2019	23:34	INTOXICATED SUBJECT
01/17/2019	00:38	ALARM BUSINESS
01/17/2019	10:34	PROPERTY LOST
01/17/2019	12:45	PROBATION SEARCH/ASSIST
01/17/2019	13:33	ANIMAL
01/17/2019	18:22	PROTECTION ORDER VIOLATION
01/17/2019	18:46	WELFARE CHECK
01/17/2019	21:22	ALARM FIRE
01/18/2019	00:32	WARRANT
01/18/2019	02:06	HARASSMENT
01/18/2019	03:03	ORDINANCE VIOLATION - MCCALL
01/18/2019	08:07	ACCIDENT PD
01/18/2019	11:27	DISORDERLY CONDUCT
01/18/2019	13:08	NARCOTICS VIOLATION
01/18/2019	14:22	911 HANG UP/MISDIAL
01/18/2019	16:40	ALARM RESIDENCE
01/18/2019	19:33	911 HANG UP/MISDIAL
01/18/2019	19:42	PARKING COMPLAINT
01/18/2019	20:47	WANTED SUBJECT
01/18/2019	20:55	HARASSMENT
01/19/2019	05:59	ORDINANCE VIOLATION - MCCALL
01/19/2019	06:27	ORDINANCE VIOLATION - MCCALL
01/19/2019	13:14	ANIMAL
01/19/2019	19:21	INTOXICATED DRIVER
01/19/2019	20:09	INTOXICATED DRIVER
01/19/2019	21:15	SUSPICIOUS CIRCUMSTANCE
01/19/2019	22:52	TRAFFIC COMPLAINT
01/19/2019	23:20	DISTURB THE PEACE
01/20/2019	00:13	SLIDE OFF
01/20/2019	00:26	REQUEST ASSISTANCE
01/20/2019	01:33	HAZARD
01/20/2019	02:48	INTOXICATED DRIVER
01/20/2019	04:17	SLIDE OFF
01/20/2019	14:19	911 HANG UP/MISDIAL
01/20/2019	15:59	PUBLIC ASSIST
01/20/2019	18:47	SLIDE OFF
01/20/2019	20:05	SUSPICIOUS CIRCUMSTANCE
01/21/2019	16:07	911 HANG UP/MISDIAL
01/21/2019	17:17	ANIMAL LOST
01/21/2019	20:50	ACCIDENT PD
01/22/2019	11:35	OPEN DOOR
01/22/2019	12:05	PROPERTY FOUND
01/22/2019	12:55	UNLAWFUL ENTRY
01/22/2019	17:31	FIRE CALL
01/22/2019	19:15	WELFARE CHECK
01/23/2019	03:11	ORDINANCE VIOLATION - MCCALL

01/23/2019	03:13	ORDINANCE VIOLATION - MCCALL
01/23/2019	04:01	ORDINANCE VIOLATION - MCCALL
01/23/2019	04:30	ORDINANCE VIOLATION - MCCALL
01/23/2019	04:39	ORDINANCE VIOLATION - MCCALL
01/23/2019	08:35	ORDINANCE VIOLATION - MCCALL
01/23/2019	12:34	ACCIDENT PD
01/23/2019	13:46	FRAUD
01/23/2019	14:08	ANIMAL COMPLAINT
01/24/2019	03:27	ORDINANCE VIOLATION - MCCALL
01/24/2019	07:55	SUSPICIOUS CIRCUMSTANCE
01/24/2019	11:21	ACCIDENT PD
01/24/2019	11:40	WELFARE CHECK
01/24/2019	12:12	PROPERTY FOUND
01/24/2019	11:47	SUSPICIOUS CIRCUMSTANCE
01/24/2019	15:20	ORDINANCE VIOLATION - MCCALL
01/24/2019	19:21	ANIMAL
01/24/2019	20:44	SUSPICIOUS CIRCUMSTANCE
01/25/2019	08:12	INSURANCE - 2ND OFFENSE
01/25/2019	09:49	911 HANG UP/MISDIAL
01/25/2019	12:35	911 HANG UP/MISDIAL
01/25/2019	13:42	911 HANG UP/MISDIAL
01/25/2019	19:43	DOMESTIC
01/25/2019	19:53	SLIDE OFF
01/25/2019	22:14	911 HANG UP/MISDIAL
01/26/2019	05:58	ORDINANCE VIOLATION - MCCALL
01/26/2019	06:12	911 HANG UP/MISDIAL
01/26/2019	07:12	HARASSMENT
01/26/2019	08:56	WELFARE CHECK
01/26/2019	09:00	ALARM RESIDENCE
01/26/2019	11:35	DISTURB THE PEACE
01/26/2019	11:55	REQUEST ASSISTANCE
01/26/2019	13:14	ATTEMPT TO LOCATE
01/26/2019	13:59	ACCIDENT PD
01/26/2019	14:49	PARKING COMPLAINT
01/26/2019	15:31	REQUEST ASSISTANCE
01/26/2019	16:18	ANIMAL COMPLAINT
01/26/2019	17:06	REQUEST ASSISTANCE
01/26/2019	17:35	911 HANG UP/MISDIAL
01/26/2019	20:28	MEDICAL
01/26/2019	20:44	911 HANG UP/MISDIAL
01/27/2019	00:27	ALARM BUSINESS
01/27/2019	02:54	ACCIDENT H & R
01/27/2019	08:26	PROPERTY FOUND
01/27/2019	11:12	PROPERTY FOUND
01/27/2019	12:37	ORDINANCE VIOLATION - MCCALL
01/27/2019	13:06	PARKING COMPLAINT
01/27/2019	15:19	ACCIDENT H & R
01/27/2019	16:05	ANIMAL COMPLAINT
01/28/2019	07:25	THEFT PETIT
01/28/2019	08:15	911 HANG UP/MISDIAL
01/28/2019	09:29	FRAUD
01/28/2019	11:10	REQUEST ASSISTANCE

01/28/2019	11:55	ACCIDENT PD
01/28/2019	13:35	PROPERTY LOST
01/28/2019	14:29	FRAUD
01/28/2019	14:35	WELFARE CHECK
01/28/2019	16:13	911 HANG UP/MISDIAL
01/28/2019	21:52	INTOXICATED DRIVER
01/29/2019	11:49	SUSPICIOUS CIRCUMSTANCE
01/29/2019	14:57	MEDICAL
01/29/2019	15:44	DISABLED VEHICLE
01/29/2019	22:06	DISABLED VEHICLE
01/30/2019	08:42	HARASSMENT
01/30/2019	09:49	FRAUD
01/30/2019	10:50	PROBATION SEARCH/ASSIST
01/30/2019	11:53	HARASSMENT PHONE
01/30/2019	13:56	911 HANG UP/MISDIAL
01/30/2019	14:29	MEDICAL
01/30/2019	18:05	PROBATION SEARCH/ASSIST
01/30/2019	21:14	UNWANTED SUBJECT
01/30/2019	22:09	SUSPICIOUS CIRCUMSTANCE
01/30/2019	22:28	HARASSMENT PHONE
01/31/2019	05:03	MEDICAL
01/31/2019	12:00	FRAUD
01/31/2019	13:49	PARKING COMPLAINT
01/31/2019	16:22	PROPERTY LOST
01/31/2019	16:53	ANIMAL COMPLAINT
01/31/2019	23:51	ALARM BUSINESS

Total Calls for Service 228

Memo



To: City Council
From: Nathan Stewart, Public Works Director
CC: Anette Spickard, City Manager
Date: 2/4/19
Re: Monthly Department Report – January 2019

ADMINISTRATION/ENGINEERING

1. Development Engineering Reviews:

Review coordination of land use applications with the City Planner, and engineering review of construction plans on larger projects including St. Lukes Hospital, McCall Rental, and Jakes Landing and many smaller Record of Survey and residential Design Review applications. Horrocks Engineers is assisting with development reviews.

2. Mission Street Reconstruction – STP Rural Grant:

City, Idaho Transportation Department (ITD) and Local Highway Technical Assistance Council (LHTAC) finalized the engineering design request for proposal (RFP). The RFP is open and LTHAC and the City will evaluate proposals and select the design consultant in February/March.

3. Downtown Core Reconstruction:

Phase 1A – Substantial completion punch list items were completed during January. Final completion is anticipated in mid-February. For the latest on the project, refer to the City's website: <https://www.mccall.id.us/downtownproject>.

Phase 1B – Advertisements for bids began on 1/10/19 and bids will be received until 2/15/19. Staff plans to present bidding results and recommendation for award at the February 28 City Council meeting.

Phase 2A – City and Idaho Power have finalized easement needs for undergrounding overhead utilities on Park Street (in front of McCall). Final design will now commence. For bidding in early April. Construction for this phase planned for August – November 2019. Overhead utility relocation planned for Spring 2020.

4. City Engineer Recruiting:

Final applications were received during January. We have received 3 City Engineer applications (PE required) and 2 Staff Engineer applications (EIT required). Interviews are scheduled for 2/12 and 2/18.

STREETS

1. Winter Carnival:

This year the crew delivered 19 loads of snow for snow sculptures, spent 120 hours completing street prep specifically for parking and pedestrian mobility, and 122 hours to assist with setting up/taking down barricades and crowd control for the parade.

2. Snow Removal & Preparation Activities:

Snow plow events occurring in January and amount of snow received; 1-6 (6"), 1-7 (10"), 1-17 (5"), 18 (2"), 19 (6"), 23 (6). For the month of January, the crew logged 800 work hours which included hours to widen, cut the floor and improve right of way snow storage.

3. Emergency Call In:

Received one emergency call in on 1/22/19 to sand Pine St.

4. Customer Complaints and Snow Removal Violations:

The Streets Superintendent is addressing all customer complaints as they come in. Physical inspections and photos are being completed to aid in resolving the complaint. Time is being made to educate homeowners and contractors on snow removal violations called in by the crew during snow plowing.

5. FY19 Maintenance Improvement Projects:

Advertisements for bids began on 1/10/19 and bids will be received until 2/14/19. This project will include chip sealing and micro-surfacing through-out the eastern portion of the community. A recommendation for contract award will occur at the February 28 City Council meeting.

WATER:

1. Distribution:

- a. Set meters and turned water on for 2 new residential customers.
- b. SPF is at 90% design for the Jasper Subdivision water main replacement.
- c. Completed 2 turn offs (505 Willie & 1237 Herrick) and 4 regular turn ons (Hangar 204 & 704, 1920 N Davis #D, and 1662 Timber Cr.).
- d. Perform snow removal activities at plant and booster stations for a total of 54 man hours.
- e. Emergency repairs completed on city service line (between meter & main). Will replace the problem section of line in the spring.
- f. Five crew members attended an all-day Idaho Rural Water Association class (positive displacement pump) in McCall. Each employee will earn CEU's toward their state Operator licenses.

2. Treatment:

- a. Control Engineers began working on the back-end programming under Phase II of the SCADA upgrades.
- b. SPF Water Engineers finalizing bid packets VFD installation at Legacy Beach.
- c. The new chlorine generation system from Denora Technologies/ChlorTec® is in production. The new chlorine dilution system required for the new chlorine generation system is also on order. Current time line to get it all install is sometime in Spring/Summer 2019.

TOURISM LOT ACTUAL PERCENTAGES AND FORECASTED DOLLARS

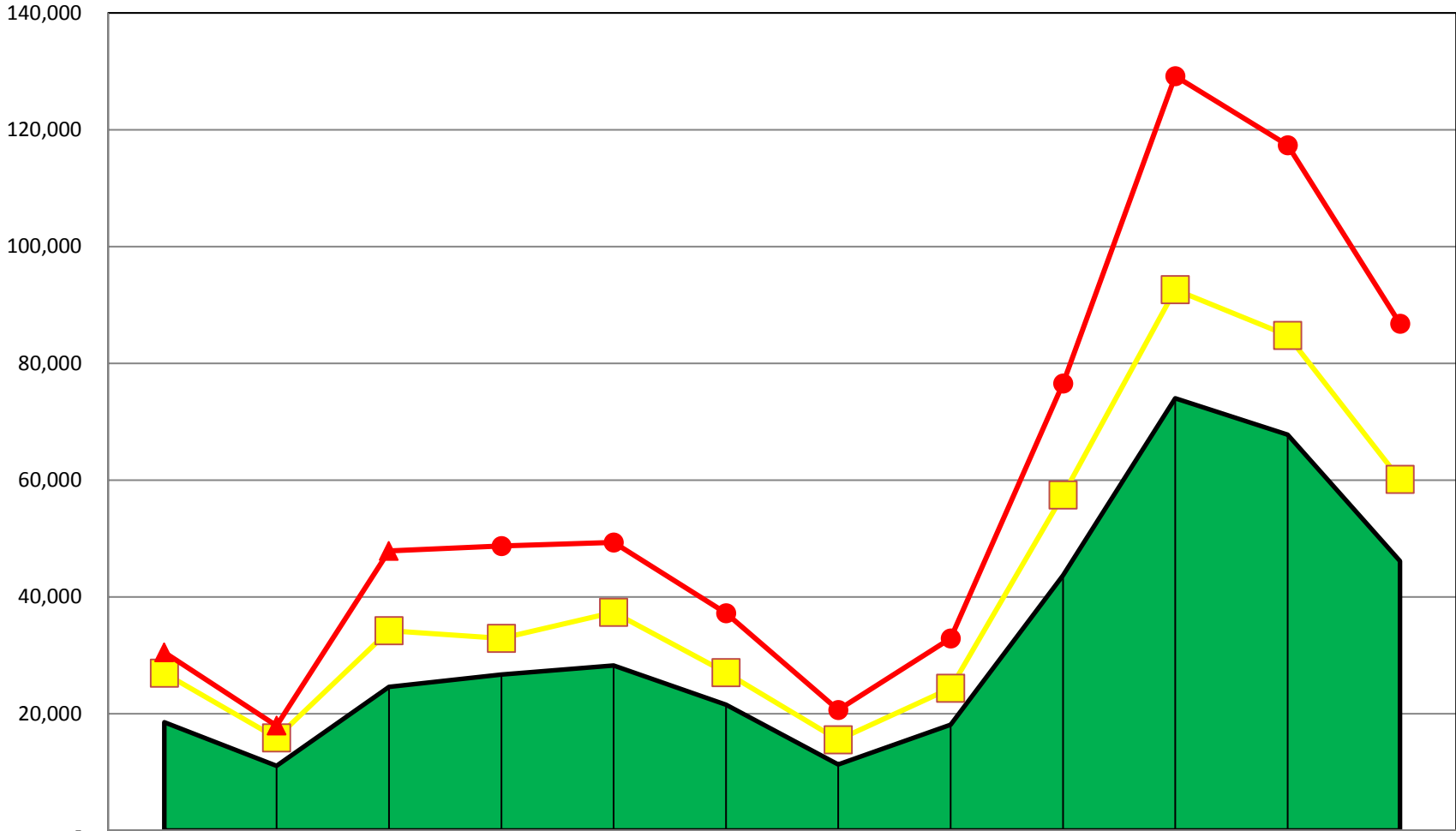
Month	FY14	FY15	FY16	FY17	FY18	Five year average	FY19 Budget dollars	FY19 Budget + Contingent dollars	FY19 actual and forecast based on trend	Percentage +/- based on budget	Actual total	Budget total	total +/- YTD	
October	4.02%	5.03%	4.92%	5.29%	4.84%	4.82%	24,821	32,729	30,504	22.89%	30,504	24,821	22.89%	
November	2.47%	3.06%	2.89%	3.12%	2.98%	2.90%	14,955	19,719	17,929	19.89%	48,433	39,776	21.76%	
December	5.44%	5.68%	6.94%	6.72%	5.89%	6.13%	31,593	41,658	47,870	51.52%	96,303	71,369	34.94%	
							1st Quarter Total	71,369	94,107	96,303	34.94%			
January	7.44%	6.98%	6.94%	6.46%	7.23%	7.01%	36,101	47,602	48,715	34.94%				
February	6.60%	7.43%	7.26%	7.34%	6.86%	7.10%	36,547	48,191	49,316	34.94%				
March	5.81%	4.80%	5.28%	5.31%	5.56%	5.35%	27,566	36,348	37,197	34.94%				
							2nd Quarter Total	100,213	132,141	135,228	34.94%			
April	2.61%	3.03%	3.40%	3.05%	2.77%	2.97%	15,307	20,184	20,655	34.94%				
May	4.62%	4.88%	4.91%	4.78%	4.49%	4.73%	24,380	32,147	32,898	34.94%				
June	11.10%	11.09%	11.20%	11.28%	10.39%	11.01%	56,721	74,792	76,540	34.94%				
							3rd Quarter Total	96,408	127,123	130,093	34.94%			
July	19.60%	18.58%	18.37%	18.19%	18.19%	18.59%	95,734	126,234	129,183	34.94%				
August	19.49%	16.58%	15.88%	16.65%	15.82%	16.88%	86,954	114,658	117,336	34.94%				
September	10.79%	12.86%	12.02%	11.81%	14.97%	12.49%	64,321	84,814	86,795	34.94%				
							4th Quarter Total	247,010	325,706	333,315	34.94%			
Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	515,000	679,077	694,939	134.94%				
							515,000	679,077						

515,000

Year to date the actual revenues received for FY19 are 24.64% OVER the year to date revenues for FY18 and 55.39% over the 5 year average year to date.

1-Feb-19

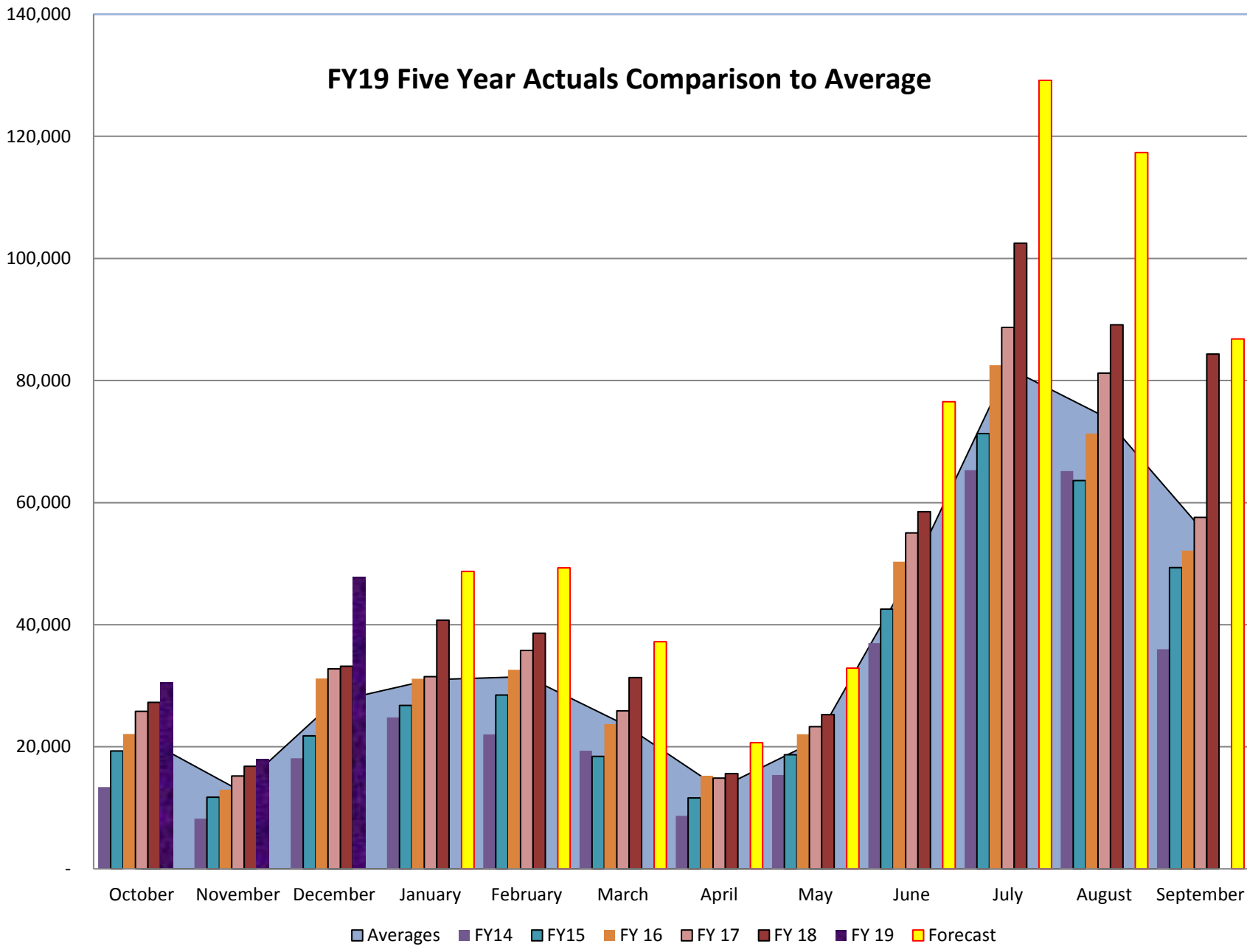
LOT FiveYear Average Compared to FY19 Actual



	October	November	December	January	February	March	April	May	June	July	August	September
Average	18,545	11,091	24,596	26,716	28,244	21,527	11,325	18,115	43,716	74,010	67,764	46,131
Budget	26,925	15,879	34,227	32,891	37,350	27,023	15,519	24,340	57,454	92,614	84,786	60,124
FY19 Actual	30,504	17,929	47,870	-	-	-	-	-	-	-	-	-
Forecast	30,504	17,929	47,870	48,715	49,316	37,197	20,655	32,898	76,540	129,183	117,336	86,795

■ Average
 ■ Budget
 ▲ FY19 Actual
 ● Forecast

FY19 Five Year Actuals Comparison to Average



LOT Actual Dollars Earned per Month

Month	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18
October	14,274	16,938	14,412	11,306	10,483	11,520	12,392	12,163	13,390	19,298	22,085	25,791	27,291
November	11,272	9,748	7,978	7,147	5,850	5,535	6,103	7,298	8,233	11,738	12,986	15,209	16,795
December	18,547	21,746	22,261	16,224	14,294	15,459	13,939	19,101	18,122	21,802	31,168	32,785	33,179
January	17,232	18,707	20,163	17,932	17,007	17,510	17,065	19,334	24,733	26,778	31,157	31,506	40,724
February	20,446	22,943	27,324	24,826	18,873	19,921	19,716	22,331	22,013	28,487	32,613	35,777	38,616
March	15,110	13,668	21,527	15,969	8,925	11,941	17,344	20,251	19,365	18,422	23,712	25,885	31,339
April	7,294	8,049	6,425	5,954	6,183	6,210	6,696	6,165	8,719	11,641	15,255	14,865	15,617
May	11,994	11,230	9,368	8,595	7,335	8,074	9,461	11,113	15,390	18,711	22,047	23,315	25,265
June	23,442	24,611	25,426	22,248	21,491	20,728	25,352	33,681	37,000	42,541	50,323	55,034	58,523
July	47,654	54,276	47,052	42,408	48,747	49,843	54,214	62,187	65,335	71,296	82,520	88,713	102,486
August	44,024	52,948	41,089	32,480	39,398	44,505	48,919	57,546	64,959	63,598	71,300	81,215	89,143
September	26,973	26,073	23,600	25,826	20,258	27,603	33,029	35,605	35,959	49,346	53,966	57,591	84,328
Total Dollars Received	258,263	280,937	266,627	230,991	218,844	238,849	260,743	306,775	333,218	383,658	449,132	487,686	563,306

**LOCAL OPTION TAX
DISBURSEMENT
For 02/14/2019 Warrant Register**

LOT #19-20
City-Community Development
McCall Housing Fund

\$60,000

LOT #19-43
Payette Lakes Community Association
After School Program

\$10,000

LOT #19-21
Roots Forest School, Inc.
Trek to the North Pole

\$1,520

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 19-022
Meeting Date February 14, 2019**

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
Request for Authorization for the Destruction of Records – Resolution 19-04		Mayor / Council		
		City Manager	ABS	
		Clerk	JU	Originator
		Treasurer		
		Community Development		
		Police department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	0	Airport		
FUNDING SOURCE:	n/a	Library		
TIMELINE:	ASAP	Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT:				
<p>In 2011, staff developed an Email Retention Procedure designed to provide detail to the retention of email as it pertains to correspondence in addition to what is stated in the Records Retention Schedule. In the event it is determined that a contradiction occurs between the two, the information in the Records Retention Schedule will take precedence over the information contained in the Email Retention Procedure. It has been identified that there are many emails that have exceeded the retention time limits established by the City’s records management policy. Resolution 19-04 (attached) will authorize the City Clerk to provide notice to all City employees with email of the intent for the destruction of the identified emails.</p>				
RECOMMENDED ACTION:				
<p>Adopt Resolution 19-04 allowing the destruction of documents and authorize the Mayor to sign all necessary documents.</p>				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			



City of McCall
RESOLUTION NO. 19-04

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MCCALL, IDAHO RELATING TO ADMINISTRATION, AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of McCall accumulates and retains records for public purposes; and

WHEREAS, the City of McCall adopted a records management policy on December 17, 2009; and

WHEREAS, the records listed are no longer needed for public purposes; and

WHEREAS, the records currently occupy facilities that could better be used for other purposes.

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

SECTION 1: The City Clerk is hereby directed to prepare written notification to all City employees with email providing notice of the intent for destruction of all email records that are identified as:

1. Temporary Correspondence Dated December 31, 2016 and earlier
2. General Administrative Correspondence Dated December 31, 2013 and earlier
3. Litigation Correspondence relating to Closed Litigation Dated December 31, 2008 and earlier

SECTION 2: Correspondence: Correspondence is divided into four types and is defined as follows:

1. Temporary Correspondence with retention of two years covers day-to-day office and housekeeping correspondence and does not contain unique information about city functions or programs.
2. General Administrative Correspondence with retention of 5 years includes records created or received in the course of administering city policies/programs, but these records do not provide insight into significant policy/program discussions or decisions.
3. Correspondence documenting pending and closed cases filed by and against the city, including complaints, summons, investigations, reports, attorney's notes, orders and judgments, dispositions, pleadings, mediation information and related records, are semi permanent and must be kept 10 years after case closed or dismissed, or date of last action.

4. Policy/Program Correspondence which is permanent, documents the formulation, adoption, and implementation of significant policy/program decisions cannot be destroyed.

SECTION 3: Notwithstanding any destruction or deletion authorized by this resolution, all emails or other electronic records pertaining to any pending litigation, or any matter for which a litigation hold letter has been received, must be retained until authorized by further resolution of the Council upon recommendation of the City Attorney. Prior to initiating destruction of any records the affected department shall seek and receive from the City Clerk a list of all pending litigation or matters for which a litigation hold letter has been received.

SECTION 4: This resolution shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED this 14 day of February 2019.

Jackie J. Aymon, Mayor

Attest:

BessieJo Wagner, City Clerk

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 19-027
Meeting Date February 14, 2019

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>Request to Approve the Contract with Circle H Construction for Buried Fiber Conduit Installation from City Hall to Samson Trail and from Public Works to the Water Treatment Plant</i>		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
		Airport		
Library				
COST IMPACT:	\$235,000	Information Systems	CAC	Originator
FUNDING SOURCE:	CIP	Grant Coordinator		
TIMELINE:	ASAP			
SUMMARY STATEMENT:				
<p>At the December 13, 2018 Council Meeting, the Council awarded the bid for contract to Circle H Construction for buried communications conduit installation between City Hall and the Police Department Annex and between Public Works and the Water Treatment Plant. The contract has been reviewed and approved by the City Attorney. If approved, installation will begin in the summer of 2019.</p> <p>The contact is attached.</p>				
RECOMMENDED ACTION:				
<p>Approve the Contract with Circle H Construction for Buried Fiber Conduit Installation from City Hall to Samson Trail and from Public Works to the Water Treatment Plant in the amount of \$235,000 and authorize the Mayor to sign all necessary documents.</p>				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			
December 13, 2018	Approval of Contract Bid Award for Buried Fiber Pipe			

I. AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT, is being made and entered into this ____ day of _____, 2019 and between The City of McCall (hereinafter, "OWNER") and Circle H Construction, Inc. (hereinafter, "CONTRACTOR"):

NOW THEREFORE, the parties to this Contract, in consideration of the mutual covenants and stipulations set out, agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the OWNER or City and the Contractor concerning the work to be performed are this Contract, pages one (1) through (5) and the following:

1. Bid Documents titled, BURIED COMMUNICATIONS CONDUIT IS-18-02
2. Standard General Conditions of the Construction Contract, 2017 ISPWC (Idaho Standards for Public Works Construction) Division 100 (not attached) (pages 1 to 52 , inclusive).
3. The Construction Plans - See Bid Documents
4. Technical Specifications See Bid Documents
5. Public Works License and Insurance Certificates, to be physically attached to this Contract;
6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice of Award
 - b. Notice to Proceed.
 - c. Written Amendments.
 - d. Work Change Directives.
 - e. Change Orders.
 - f. Substantial completion certification
 - g. Final completion certification
7. Change Orders, which may be delivered or issued after the effective date of this Agreement;
8. Addenda issued prior to opening of bids, to be physically attached to this contract;
9. WH-5 – Public Works Contract Report for Idaho State Tax Commission
10. W9

There are no Contract Documents other than those listed in Article 1. This Contract may only be amended by change order as provided in the General Conditions.

ARTICLE 2. WORK

The Contractor shall complete the entire work as specified, indicated and required under the Contract Documents. The Work is generally described as follows: BURIED COMMUNICATIONS CONDUIT

ARTICLE 3. PROJECT DESIGNER, PROJECT ENGINEER

- 1.01 The McCall InfoSys Manager in collaboration with the CONTRACTOR shall jointly act as the project manager, assume all duties and responsibilities, and have the rights and authority assigned to “Engineer” in the Contract Documents in connection with the completion of the “Work” in accordance with the Contract. The InfoSys Manager shall act as the Owner’s representative.

ARTICLE 4. CONTRACT TIMES/LIMITATIONS

4.01 *Substantial Completion*

The Contractor shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion. The project site will be available to the Contractor for project implementation on May 01 under the condition that work be done in compliance with city/county/and state breakup limit regulations. Otherwise when weather conditions and county and city breakup limits permit, or as specified below:

- **Bid Alternates (1-4):** The project site will be available to the Contractor for project implementation on May 01, 2018 for bid alternates 1-3 – however work must comply with breakup limit regulations. The work to be performed pursuant to this Contract shall be substantially complete for bid items 1-3 within 21 calendar days after Notice To Proceed and/or no later than June 1, 2018

4.02 *Final Completion*

The work shall be finally complete and ready for final payment, in accordance with Paragraph 14.07 of the ISPWC General Conditions as described below:

- **Bid Alternates (1-3):** The work shall be finally complete and ready for final payment, in accordance with Paragraph 14.07 of the ISPWC General Conditions, within 12 calendar days of the date of Substantial Completion Certification or before September 13, 2018 for bid alternate (1-3).

4.03 *Working Hours*

Work can be performed 7 days a week for a period of 12 hours (7:00 am to 7:00 PM) per day. Adjustment of the contract time can be made in accordance with the provisions of the Contract Documents as directed by the InfoSys Manager, or the OWNER.

4.04 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the ISPWC Section 100 General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$250.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$750.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents the amount of Two Hundred and Thirty Five Thousand Dollars (**\$235,000**) in current funds equal to the sum of the amounts determined pursuant to the CONTRACTOR's Bid Proposal contained in Bid Form, Article 5, Section III.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by **InfoSys Manager** as provided in the General Conditions. Contractor shall provide an example Application for Payment submittal to the Project Engineer (*InfoSys Manager*) at the start of the project for review and approval.

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in paragraphs 6.02.A.1, 6.02.A.2 and 6.02.A.3 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

- 1. 80% payment of approved Cost of materials once materials have arrived onsite to:

City of McCall
216 E Park St
McCall, ID 83638

- 2. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. 95% of Work completed (with the balance being retainage): and
- b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- 3. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.02.B.5.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 7 - INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 5% per annum.

ARTICLE 8. INDEPENDENT CONTRACTOR

The parties warrant by their signature that no employer-employee relationship is established between the Contractor and the OWNER by the terms of this contract. It is understood by the parties hereto that the Contractor is an independent contractor and as such neither it nor its employees, agents, representatives or subcontractors, if any, are employees of the OWNER for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 9. SCOPE OF SERVICES

The Contractor shall perform all services required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for this project.

ARTICLE 10. HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted the OWNER by the Contract Documents, the Contractor shall indemnify and save harmless the Architect and the Owner, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or his subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor or his subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order or decree.

ARTICLE 11. CONFLICT OF INTEREST

The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that, in performing this Contract, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Contract, Contractor shall immediately disclose such conflict to the Project Manager, Architect and the OWNER.

ARTICLE 12. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

This Contract and the exhibits hereto contain the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party are valid or binding unless contained herein. This contract may not be enlarged, modified or altered except upon written agreement signed by the parties hereto. The Contractor may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder other than as contemplated by the Contract Documents, without the prior written consent and express authorization of the OWNER.

ARTICLE 13. ADHERENCE TO LAW REQUIRED

All applicable local, state and federal statutes and regulations are hereby made a part of this contract and shall be adhered to at all times. Violation of any of these statutes or regulations by the Contractor shall be deemed material and shall subject the Contractor to termination of this contract for cause. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of this requirement. The Contractor and his surety shall indemnify and save harmless the OWNER and the City of McCall and its employees, agents and representatives against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by himself, his employees, or his subcontractors.

ARTICLE 14. LEGAL FEES

In the event either party incurs legal expenses to enforce the terms and conditions of this contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

ARTICLE 15. SPECIAL WARRANTY

The Contractor warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Contract. The Contractor further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Contract. Any such activity by the Contractor shall make this Contract null and void.

ARTICLE 16. COMMUNICATIONS

Such communications as are required by this contract shall be satisfied by mailing or by personal delivery to the parties at the following address:

Contractor: Circle H Construction, Inc
PO Box 1578
Eagle, ID 83616

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

IN WITNESS WHEREOF, said Contractor and the OWNER or City has caused this Contract to be executed on the day and year first above written.

Contractor: 
by: Andy Clapier, General Manager

Owner:

Jackie J. Aymon, Mayor

ATTEST:

BessieJo Wagner, City Clerk

Approved As To Form:

William F. Nichols, City Attorney

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 19-024
Meeting Date: February 14, 2019

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Approve the Downtown Flower Services Contract with Franz Witte</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
COST IMPACT:	\$4691	Parks and Recreation	EH	Originator
FUNDING SOURCE:	28-59-150-223.0 Flower Budget	Airport		
		Library		
TIMELINE:	Feb 14, 2019	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

The Parks & Recreation Department has contracted with Franz Witte Nursery for the Annual Flower Color Program for the downtown hanging flower pots and curbside pots for the past five years. The results and customer service has been great and the recommendation is to continue to use Franz Witte Nursery for this service. The contract includes labor, equipment, and materials to plant and grow 38 hanging flower baskets and 20 curbside planters along with reinstallation of existing irrigation tubing.

The 2019 contract is attached.

RECOMMENDED ACTION:

Approve the Downtown Flower Services Contract with Franz Witte Nursery in the amount of \$4691.00 and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION



**FRANZ
WITTE**

EST. 1971

- Landscape
- Maintenance
- Nursery

Boise:
 9770 W. State Street
 Boise, Idaho 83714
 Phone (208) 853-0808
 Fax (208) 853-4503

McCall:
 530 Highway 55 South
 McCall, Idaho 83638
 Phone: (208) 634-1001
 Fax: (208) 634-5013

www.franzwitte.com

Idaho Contractor
#7494

Idaho Public Works
#11894-AAA-4

OR Landscape License
#8700

WA Landscape License
#FRANZW916LW

Proposal

DATE: January 15, 2019

TO: McCall Parks & Recreation
 216 E Park St
 McCall, ID 83638

PROJECT: McCall Parks & Recreation ~ 2019 Annual Color Program

Provide labor, equipment, and materials to plant and grow in the following items of work, with ready date scheduled for mid-June, 2019, depending on threat of frost:

(38) Circular hanging flower baskets \$ 3116.00

- 6-Gallon Bloom Master Baskets (supplied by client)
- 100% Blooming Sensations® potting soil
- Reinstall existing irrigation tubing (provided by client)

(20) 21" circular containers \$ 1575.00

- 21" x 12" containers (supplied by client)
- 100% Blooming Sensations® potting soil
- Reinstall existing irrigation tubing (provided by client)

Total: \$ 4691.00

Acceptance of Proposal: The above services and corresponding amounts and the attached Terms and Conditions are satisfactory and are hereby accepted. Franz Witte Landscape Contracting, Inc. is authorized to perform the work as specified.

Submitted By:

Approved By:

Cindy Rawlings 01/15/2019

FWLC

Date

Customer

Date



**FRANZ
WITTE**

EST. 1971

- Landscape
- Maintenance
- Nursery

Boise:
9770 W. State Street
Boise, Idaho 83714
Phone (208) 853-0808
Fax (208) 853-4503

McCall:
530 Highway 55 South
McCall, Idaho 83638
Phone: (208) 634-1001
Fax: (208) 634-5013

www.franzwitte.com

Idaho Contractor
#7494

Idaho Public Works
#11894-AAA-4

OR Landscape License
#8700

WA Landscape License
#FRANZW916LW

Terms and Conditions

Billings and Payments:

Payment of services shall be as follows; 50% down upon acceptance of proposal. The remaining balance is due upon delivery of plantings. A service charge of 2% per month will be assessed on any, and all, past due amounts.

Additional Services

There will be a \$65.00 per hour for services outside of the proposed work.

Warranties:

After delivery, FWLC, Inc. bears no further responsibility for plant viability or seasonal fertilization and will not be responsible for losses beyond our control such as frost, vandalism, and/or acts of God.

Insurance:

FWLC, Inc. will carry insurance during the term of this Agreement in the following amounts:

Commercial General Liability:

- General Aggregate: \$2,000,000
- Bodily Injury & Property Damage: \$1,000,000 per occurrence
- Personal & Advertising Injury: \$1,000,000 per occurrence

Auto Liability:

- Combined Single Limit: \$1,000,000 per accident or occurrence

Workers Compensation: Statutory Limits

- Employers Liability: \$500,000 each accident per employee

Sales Tax:

- All charges will include sales tax, if applicable

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 19-023
Meeting Date February 14, 2019**

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Approve the Contract Award of New Propane Heater Installation for the Golf Course Maintenance Building Expansion Project</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course	ESM	Originator
COST IMPACT:	\$2,675.00	Parks and Recreation		
FUNDING SOURCE:	Repairs Buildings and Grounds FY19 Budget	Airport		
		Library		
TIMELINE:	February 15 to March 1	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

The Golf Course Maintenance Building additions are at the stage for the installation of a propane heater, and as it is a small job, an informal bid request was conducted. Staff reached out to A-1 Heating & Air Conditioning, Master Craft Hearth & Home, and YMC Heating & Air for proposals for a heater installation into the new maintenance bay area. Two bids (attached) were received and it is recommended to accept the low bid from A-1 Heating & Air Conditioning in the amount of \$2,675.00.

The attached contract has been reviewed by legal counsel.

RECOMMENDED ACTION:

Approve the Contract Award of New Heater Installation for the Golf Course Maintenance Building Expansion Project to A-1 Heating & Air Conditioning in the amount of \$2675.00 and authorize the Mayor to sign all necessary documents.

OR

Reject all bids.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION



Heating & Air Conditioning

Be warm. Be cool. Be comfy!

Idaho #RCE-873
CCB #191251

327 N. Linder Rd.
Meridian, Id. 83634
(208) 343-4445

155 Commerce Dr.
McCall, Id. 83638
(208) 634-1586

January 30, 2019

Bid to:
McCall Golf Course
Maintenance Shop

- 1) To install Lennox 45K btu propane heater to new shop
LF24-045
Total bid price _____ **\$2,675.00**
Warranty is 5 year parts and 10 year heat exchanger/ 2 year labor

Includes propane line, flue venting, thermostat, labor, and permit

Submitted by Randy Thomas
A1 Heating & Air Conditioning
208-634-1586



1. The homeowner or residential real property purchaser shall have the right at the reasonable expense of the homeowner or residential real property purchaser to require that the general contractor obtain lien waivers from any subcontractors providing services or materials to the general contractor.
2. The homeowner or residential real property purchaser shall have the right to receive from the general contractor proof that the general contractor has a general liability insurance policy including completed operations in effect and proof that the general contractor has worker's compensation insurance for his employees as required by Idaho law.
3. The homeowner or residential real property purchaser shall be informed of the opportunity to purchase an extended policy of title insurance covering certain unfiled or unrecorded liens.
4. The homeowner or residential real property purchaser shall have the right to require, at the homeowner's residential real property purchaser's expense, a surety bond in an amount up to the value of the construction project.

All material guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Exclusions: roofing, electrical, plumbing, any after-hours work, temporary heat, and any work not to mention in proposal above or normally considered within the scope of another trade. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry: fire, tornado, and other necessary insurance. Warranty is null and void if YMC, Inc. is not contracted to perform any and all warranty work.

City of McCall Golf Course Maintenance Shop

HEATER INSTALLATION AGREEMENT

AGREEMENT made by and between the City of McCall (City), a Municipal Corporation of the state of Idaho, hereinafter called ("ENTITY"), and A-1 Heating & Air Conditioning, hereinafter called ("CONTRACTOR").

The parties agree as follows:

1.SCOPE OF WORK:

ENTITY engages CONTRACTOR to perform the work associated with the Golf Course Maintenance Building additions for installation of one 45,000 btu propane heater including propane supply line, flue venting, thermostat, labor and permit. CONTRACTOR will perform the work per the written bid dated January 30, 2019, a copy of which is attached and incorporated herein.

2.PAYMENT:

ENTITY agrees to pay CONTRACTOR for his services rendered under this Agreement an amount not to exceed the total sum of \$2,800.00 for said services. The parties agree that CONTRACTOR will invoice ENTITY for payment under this Agreement for services rendered herein.

3.RIGHT OF CONTROL

ENTITY agrees that it will have no right to control or direct the details, manner, or means by which CONTRACTOR accomplishes the results of the services performed hereunder. CONTRACTOR has no obligation to work any particular hours or days or any particular number of hours or days. CONTRACTOR agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.

4.INDEPENDENT CONTRACTOR RELATIONSHIP

CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venture of ENTITY. ENTITY shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the legal means by which it accomplishes the work specified by ENTITY.

5.FEDERAL, STATE, AND LOCAL PAYROLL TAXES

Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by ENTITY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, CONTRACTOR's income tax. CONTRACTOR further understands that CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.

6.LICENSES AND LAW

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the services under this agreement. CONTRACTOR further agrees to comply with all applicable laws in the performance of the services hereunder.

7. FRINGE BENEFITS

Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of ENTITY.

8. WORKER'S COMPENSATION

CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES

CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

10. EFFECTIVE DATE

The work on this contract will begin not later than February 15, 2019 and be complete not later than March 1, 2019.

11. WARRANTY

CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. Warranty is 5 years parts and 10 year heat exchanger. 2-year labor. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

12. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.

13. INSURANCE

CONTRACTOR agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$500,000 per occurrence, which shall name and protect CONTRACTOR, all CONTRACTOR's employees, ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR's acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its

performance as herein provided and said require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

14. NONWAIVER

Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

15. CHOICE OF LAW:

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

16. ENTIRE AGREEMENT

This Agreement can only be modified or amended in writing under mutual agreement by both parties.

17. SEVERABILITY:

If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

18. ATTORNEY FEES

Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this ____ day of February 2019.

ENTITY:

CITY OF McCALL,
a Municipal Corporation

By: _____

Name: Jackie J. Aymon

Title: Mayor

CONTRACTOR:

A-1 Heating & Air Conditioning

By: _____

Name: _____

Title: _____

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 19-033
Meeting Date February 14, 2019

AGENDA ITEM INFORMATION

SUBJECT: <i>Treasurer's Monthly Report as Required by IC 50-208</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer	RS	Originator
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	N/A	Airport		
FUNDING SOURCE:	N/A	Library		
TIMELINE:	Report Only	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

Treasurer's report of accounts and activity of office during the month of December 2018 regarding care, management, or disposition of moneys, property, or business of the City.

Attached is the December 2018 Report.

RECOMMENDED ACTION:

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

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

City of McCall, Idaho
 Monthly Financial Dashboard
 Issued on January 31, 2019



Reporting Period: December 2018

Our Investments and Cash...

Balances as of December 2018

General Fund – Cash & Investments

December 2018	\$ 4,984,290
December 2017	\$ 4,334,347
Unavailable Cash Reserves	\$ 1,580,330
Restricted Cash - Franchise Fees	\$ 2,048,628
Available Cash	\$ 1,355,332

Streets Fund - Cash & Investments

December 2018	\$ 1,123,332
December 2017	\$ 1,105,150
Unavailable Cash Reserves	\$ 449,914
Available Cash	\$ 673,418

Library Fund - Cash & Investments

December 2018	\$ 574,117
December 2017	\$ 453,838
Unavailable Cash Reserves	\$ 111,254
Restricted Cash - Bldg Fund	\$ 360,098
Available Cash	\$ 102,766

Recreation Fund - Cash & Investments

December 2018	\$ 507,023
December 2017	\$ 499,953
Unavailable Cash Reserves	\$ 236,870
Available Cash	\$ 270,153

Airport Fund - Cash & Investments

December 2018	\$ 153,303
December 2017	\$ 41,181
Unavailable Cash Reserves	\$ 75,387
Available Cash	\$ 77,916

Capital Projects Fund-Cash & Investments

December 2018	\$ (8,640)
December 2017	\$ (10,994)

Local Option Tax - Cash & Investments

December 2018	\$ 2,751,990
December 2017	\$ 2,163,111
Available Cash	\$ 588,880

Major Fund Cash Flows...

<u>General Fund Revenues and Expense</u>	<u>As % of Budget</u>	<u>As % of FY13-FY17 Avg. Actual</u>
Fiscal Year 2019 Budget		
Revenues to Date	12.21%	18.29%
Expenditures to Date	17.10%	29.43%
Revenues over Expenditures		
Fiscal Year 2019 Budget		
Revenues to Date	10.04%	14.21%
Expenditures to Date	20.57%	30.49%
Revenues over Expenditures		
Fiscal Year 2019 Budget		
Revenues to Date	7.93%	20.74%
Expenditures to Date	13.04%	29.99%
Revenues over Expenditures		
Fiscal Year 2019 Budget		
Revenues to Date	10.99%	20.74%
Expenditures to Date	14.91%	29.99%
Revenues over Expenditures		
Fiscal Year 2019 Budget		
Revenues to Date	20.75%	16.61%
Expenditures to Date	14.19%	12.62%
Revenues over Expenditures		
Fiscal Year 2019 Budget		
Revenues to Date	9.86%	47.27%
Expenditures to Date	4.49%	43.91%
Revenues over Expenditures		
Fiscal Year 2019 Budget		
Revenues to Date	22.80%	31.80%
Expenditures to Date	23.67%	39.39%
Revenues over Expenditures		

City of McCall, Idaho
 Monthly Financial Dashboard
 Issued on November 19, 2018



Reporting Period: December 2018

Specific Revenue Collections at a Glance...

		As % of Budget	As % of FY13- FY17 Avg.
<u>Property Tax Collection</u>			
Fiscal Year 2019 Budget	\$ 6,014,967		
Revenues to Date	\$ 806,495	13.41%	15.83%
<u>State Shared Revenue Collection</u>			
Fiscal Year 2019 Budget	\$ 967,708		
Revenues to Date	\$ 37,719	3.90%	4.72%
<u>Building Permit Revenue Collection</u>			
Fiscal Year 2019 Budget	\$ 235,000		
Revenues to Date	\$ 47,465	20.20%	20.05%
<u>Local Option Tax - Tourism Revenue Collection</u>			
Fiscal Year 2019 Budget	\$ 528,200		
Revenues to Date	\$ 138,516	26.22%	52.34%
<u>Local Option Tax - Streets Revenue Collection*</u>			
Fiscal Year 2019 Budget	\$ 1,946,772		
Revenues to Date	\$ 460,747	23.67%	49.23%

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

Our Investments and Cash... *cont'd*

Balances as of December 2018

<u>Golf Fund - Cash & Investments</u>	
December 2018	\$ (16,224)
December 2017	\$ (83,370)
Unavailable Cash Reserves	\$ 205,110
Available Cash	\$ (221,334)
<u>Water Fund - Cash & Investments</u>	
December 2018	\$ 4,115,586
December 2017	\$ 3,906,234
Unavailable Cash Reserves	\$ 515,500
Restricted Cash - DEQ Loan Reserve	\$ 377,556
Available Cash	\$ 3,222,530

McCall Redevelopment Agency...

		As % of Budget	As % of FY13- FY17 Avg.
<u>MRA Fund Revenues and Expenditures</u>			
Fiscal Year 2019 Budget	\$ 724,000		
Revenues to Date	\$ 2,128	0.29%	0.33%
Expenditures to Date	\$ 26,109	3.61%	5.64%
Revenues over Expenditures	\$ (23,982)		
<u>Urban Renewal Property Tax Collection</u>			
Fiscal Year 2019 Budget	\$ 674,000		
Revenue to Date	\$ -	0.00%	0.00%

<u>Urban Renewal Fund-Cash & Investments</u>	
December 2018	\$ 815,788
December 2017	\$ 1,149,183
Unavailable Cash Reserves	\$ 100,000
Restricted Cash - Bond Reserves	\$ 486,581
Available Cash	\$ 229,207

MRA Cash Flow

Prior Year Comparison. . .

Fiscal Year 2019: December

<u>McCall Redevelopment Agency</u>	Percentage
Fiscal Year 2019 Budget	\$ 724,000
Revenues to Date	\$ 2,128
Expenditures to Date	\$ 26,109
Revenues over Expenditures	\$ (23,982)

Fiscal Year 2018: December

<u>McCall Redevelopment Agency</u>	Percentage
Fiscal Year 2018 Budget	\$ 1,093,700
Revenues to Date	\$ 131,757
Expenditures to Date	\$ 39,834
Revenues over Expenditures	\$ 91,924

City of McCall, Idaho
 Monthly Financial Dashboard
 Issued on November 19, 2018



Reporting Period: December 2018

Our Cash Flows Prior Year Comparison

December 2018			December 2017		
<u>General Fund</u>		Percentage	<u>General Fund</u>		Percentage
Fiscal Year 2019 Budget	\$ 8,568,694		Fiscal Year 2018 Budget	\$ 9,099,602	
Revenues to Date	\$ 1,046,450	12.21%	Revenues to Date	\$ 1,227,958	13.49%
Expenditures to Date	\$ 1,465,150	17.10%	Expenditures to Date	\$ 2,492,987	27.40%
Revenues over Expenditures	\$ (418,701)		Revenues over Expenditures	\$ (1,265,028)	
<u>Streets Fund</u>			<u>Streets Fund</u>		
Fiscal Year 2019 Budget	\$ 2,657,973		Fiscal Year 2018 Budget	\$ 2,492,802	
Revenues to Date	\$ 266,732	10.04%	Revenues to Date	\$ 58,534	2.35%
Expenditures to Date	\$ 546,809	20.57%	Expenditures to Date	\$ 471,171	18.90%
Revenues over Expenditures	\$ (280,076)		Revenues over Expenditures	\$ (412,637)	
<u>Library Fund</u>			<u>Library Fund</u>		
Fiscal Year 2019 Budget	\$ 893,099		Fiscal Year 2018 Budget	\$ 599,728	
Revenues to Date	\$ 70,803	7.93%	Revenues to Date	\$ 21,995	3.67%
Expenditures to Date	\$ 116,494	13.04%	Expenditures to Date	\$ 104,968	17.50%
Revenues over Expenditures	\$ (45,691)		Revenues over Expenditures	\$ (82,973)	
<u>Recreation Fund</u>			<u>Recreation Fund</u>		
Fiscal Year 2019 Budget	\$ 2,115,879		Fiscal Year 2018 Budget	\$ 1,541,792	
Revenues to Date	\$ 232,527	10.99%	Revenues to Date	\$ 195,226	12.66%
Expenditures to Date	\$ 315,473	14.91%	Expenditures to Date	\$ 198,398	12.87%
Revenues over Expenditures	\$ (82,946)		Revenues over Expenditures	\$ (3,172)	
<u>Airport Fund</u>			<u>Airport Fund</u>		
Fiscal Year 2019 Budget	\$ 911,404		Fiscal Year 2018 Budget	\$ 5,576,622	
Revenues to Date	\$ 189,079	20.75%	Revenues to Date	\$ 1,471,373	26.38%
Expenditures to Date	\$ 129,343	14.19%	Expenditures to Date	\$ 1,740,458	31.21%
Revenues over Expenditures	\$ 59,736		Revenues over Expenditures	\$ (269,085)	
<u>Local Option Tax (Streets) Fund</u>			<u>Local Option Tax (Streets) Fund</u>		
Fiscal Year 2019 Budget	\$ 5,057,603		Fiscal Year 2018 Budget	\$ 3,579,934	
Revenues to Date	\$ 498,838	9.86%	Revenues to Date	\$ 465,176	12.99%
Expenditures to Date	\$ 227,208	4.49%	Expenditures to Date	\$ 239,933	6.70%
Revenues over Expenditures	\$ 271,631		Revenues over Expenditures	\$ 225,243	
<u>Golf Fund</u>			<u>Golf Fund</u>		
Fiscal Year 2019 Budget	\$ 1,241,344		Fiscal Year 2018 Budget	\$ 1,134,019	
Revenues to Date	\$ 46,841	3.77%	Revenues to Date	\$ 38,187	3.37%
Expenditures to Date	\$ 303,071	24.41%	Expenditures to Date	\$ 200,452	17.68%
Revenues over Expenditures	\$ (256,230)		Revenues over Expenditures	\$ (162,265)	
<u>Water Fund</u>			<u>Water Fund</u>		
Fiscal Year 2019 Budget	\$ 3,374,897		Fiscal Year 2018 Budget	\$ 3,482,683	
Revenues to Date	\$ 769,369	22.80%	Revenues to Date	\$ 626,688	17.99%
Expenditures to Date	\$ 798,678	23.67%	Expenditures to Date	\$ 691,882	19.87%
Revenues over Expenditures	\$ (29,309)		Revenues over Expenditures	\$ (65,194)	

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 19-019
Meeting Date February 14, 2019

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>Treasurer's Quarterly Report as Required by IC 50-208</i>		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer	RS	Originator
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
COST IMPACT:	N/A	Parks and Recreation		
FUNDING SOURCE:	N/A	Airport		
		Library		
TIMELINE:	Report Only	Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT:				
<p>Treasurer's quarterly report of accounts and activity of office during the months of April, May, June (FY18 3rd quarter), and October, November, December 2018 (FY19 1st quarter) regarding care, management, or disposition of moneys, property, or business of the City.</p> <p>Attachment: FY18 3rd Quarter Treasurer's Report FY19 1st Quarter Treasurer's Report</p>				
RECOMMENDED ACTION:				
<p>The Council shall examine the report and determine whether additional information from the Treasurer is required.</p>				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

CITY OF MCCALL
TREASURER'S QUARTERLY FINANCIAL REPORT
QUARTER ENDED JUNE 30, 2018

GENERAL FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	5,590,762.05		
RECEIPTS:	4,860,637.76	9,099,602.00	53.4
EXPENDITURES:			
PERSONNEL SERVICE	2,033,464.72	2,932,614.00	69.3
OTHER SERVICES	2,711,894.74	4,822,204.00	56.2
CAPITAL OUTLAY	493,027.36	1,224,184.00	40.3
	5,238,386.82	8,979,002.00	58.3
ENDING BALANCE	5,213,012.99		
PUBLIC WORKS & STREETS FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	1,542,290.15		
RECEIPTS:	1,123,269.59	2,492,802.00	45.1
EXPENDITURES:			
PERSONNEL SERVICE	732,040.27	1,004,835.00	72.9
OTHER SERVICES	610,745.30	1,047,324.00	58.3
CAPITAL OUTLAY	348,007.87	401,000.00	86.8
	1,690,793.44	2,453,159.00	68.9
ENDING BALANCE	974,766.30		
LIBRARY FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	480,553.95		
RECEIPTS:	306,360.04	599,728.00	51.1
EXPENDITURES:			
PERSONNEL SERVICE	192,552.02	272,061.00	70.8
OTHER SERVICES	119,986.95	262,398.00	45.7
CAPITAL OUTLAY	.00	60,000.00	.0
	312,538.97	594,459.00	52.6
ENDING BALANCE	474,375.02		
RECREATION FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	478,274.52		
RECEIPTS:	778,476.87	1,541,792.00	50.5
EXPENDITURES:			
PERSONNEL SERVICE	353,318.80	570,518.00	61.9
OTHER SERVICES	255,739.64	584,501.00	43.8
CAPITAL OUTLAY	116,424.53	371,000.00	31.4
	725,482.97	1,526,019.00	47.5
ENDING BALANCE	531,268.42		
AIRPORT FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	486,969.76		
RECEIPTS:	1,620,818.27	5,576,622.00	29.1
EXPENDITURES:			
PERSONNEL SERVICE	107,115.14	163,871.00	65.4
OTHER SERVICES	86,920.74	284,125.00	30.6
CAPITAL OUTLAY	1,693,296.12	5,123,909.00	33.1
	1,887,332.00	5,571,905.00	33.9
ENDING BALANCE	220,456.03		
CAPITAL PROJECTS FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	69,226.38		
RECEIPTS:	1,223.62	.00	.0
EXPENDITURES:			
	.00	.00	.0
ENDING BALANCE	70,450.00		

CITY OF MCCALL
TREASURER'S QUARTERLY FINANCIAL REPORT
QUARTER ENDED JUNE 30, 2018

LOCAL OPTION TAX FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	2,190,671.49		
RECEIPTS:	1,272,731.50	3,579,934.00	35.6
EXPENDITURES:			
PERSONNEL SERVICE	41,496.18	61,767.00	67.2
OTHER SERVICES	3,754.43	1,339,650.00	.3
CAPITAL OUTLAY	575,296.70	2,173,800.00	26.5
	620,547.31	3,575,217.00	17.4
ENDING BALANCE	2,842,855.68		
GOLF FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	2,465,282.33		
RECEIPTS:	532,773.18	1,134,019.00	47.0
EXPENDITURES:			
PERSONNEL SERVICE	294,392.42	451,795.00	65.2
OTHER SERVICES	276,419.55	424,506.00	65.1
CAPITAL OUTLAY	135,353.39	245,000.00	55.3
	706,165.36	1,121,301.00	63.0
ENDING BALANCE	2,291,890.15		
WATER FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	19,090,880.89		
RECEIPTS:	1,885,543.83	3,482,683.00	54.1
EXPENDITURES:			
PERSONNEL SERVICE	377,022.90	527,967.00	71.4
OTHER SERVICES	693,532.13	1,096,080.00	63.3
CAPITAL OUTLAY	864,739.79	1,839,807.00	47.0
	1,935,294.82	3,463,854.00	55.9
ENDING BALANCE	19,041,129.90		
SEWER FUND	YEAR TO DATE	BUDGET	% BUDGET
RECEIPTS:	1,389.85	.00	.0
EXPENDITURES:			
PERSONNEL SERVICE	263.84	.00	.0
OTHER SERVICES	41,435.35	.00	.0
CAPITAL OUTLAY	1,733.80	.00	.0
	43,432.99	.00	.0
ENDING BALANCE	(42,043.14)		
URBAN RENEWAL AGENCY FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	1,331,946.58		
RECEIPTS:	607,963.88	1,093,700.00	55.6
EXPENDITURES:			
OTHER SERVICES	41,808.52	1,093,700.00	3.8
	41,808.52	1,093,700.00	3.8
ENDING BALANCE	1,898,101.94		

"CITIZENS ARE INVITED TO INSPECT THE DETAILED SUPPORTING RECORDS OF THE ABOVE FINANCIAL STATEMENT" (ID CODE 50-1011)
LINDA STOKES - CITY TREASURER

CITY OF MCCALL
TREASURER'S QUARTERLY FINANCIAL REPORT
QUARTER ENDED DECEMBER 31, 2018

GENERAL FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	6,508,301.81		
RECEIPTS:	1,046,449.62	8,568,694.00	12.2
EXPENDITURES:			
PERSONNEL SERVICE	750,342.75	3,029,773.00	24.8
OTHER SERVICES	658,131.70	4,100,641.00	16.1
CAPITAL OUTLAY	56,675.88	1,317,680.00	4.3
	1,465,150.33	8,448,094.00	17.3
ENDING BALANCE	6,089,601.10		
PUBLIC WORKS & STREETS FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	1,333,986.90		
RECEIPTS:	266,732.49	2,657,973.00	10.0
EXPENDITURES:			
PERSONNEL SERVICE	221,438.11	1,076,953.00	20.6
OTHER SERVICES	243,907.72	1,253,293.00	19.5
CAPITAL OUTLAY	81,463.04	288,084.00	28.3
	546,808.87	2,618,330.00	20.9
ENDING BALANCE	1,053,910.52		
LIBRARY FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	565,279.17		
RECEIPTS:	70,802.83	893,099.00	7.9
EXPENDITURES:			
PERSONNEL SERVICE	72,149.93	270,397.00	26.7
OTHER SERVICES	44,343.70	252,323.00	17.6
CAPITAL OUTLAY	.00	365,110.00	.0
	116,493.63	887,830.00	13.1
ENDING BALANCE	519,588.37		
RECREATION FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	593,825.47		
RECEIPTS:	232,526.71	2,115,879.00	11.0
EXPENDITURES:			
PERSONNEL SERVICE	141,042.19	588,929.00	24.0
OTHER SERVICES	97,485.29	929,408.00	10.5
CAPITAL OUTLAY	76,945.63	581,769.00	13.2
	315,473.11	2,100,106.00	15.0
ENDING BALANCE	510,879.07		
AIRPORT FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	824,383.98		
RECEIPTS:	189,078.75	911,404.00	20.8
EXPENDITURES:			
PERSONNEL SERVICE	39,896.83	166,057.00	24.0
OTHER SERVICES	30,264.87	289,519.00	10.5
CAPITAL OUTLAY	59,181.38	451,111.00	13.1
	129,343.08	906,687.00	14.3
ENDING BALANCE	884,119.65		
CAPITAL PROJECTS FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	71,341.88		
RECEIPTS:	494.28	.00	.0
EXPENDITURES:			
	.00	.00	.0
ENDING BALANCE	71,836.16		

CITY OF MCCALL
TREASURER'S QUARTERLY FINANCIAL REPORT
QUARTER ENDED DECEMBER 31, 2018

LOCAL OPTION TAX FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	2,689,544.87		
RECEIPTS:	498,838.45	5,057,603.00	9.9
EXPENDITURES:			
PERSONNEL SERVICE	16,974.47	53,257.00	31.9
OTHER SERVICES	3,734.32	1,219,029.00	.3
CAPITAL OUTLAY	206,498.72	3,780,600.00	5.5
	227,207.51	5,052,886.00	4.5
ENDING BALANCE	2,961,175.81		
GOLF FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	2,711,525.18		
RECEIPTS:	46,840.91	1,241,344.00	3.8
EXPENDITURES:			
PERSONNEL SERVICE	97,876.02	440,553.00	22.2
OTHER SERVICES	183,105.38	483,938.00	37.8
CAPITAL OUTLAY	22,089.44	304,135.00	7.3
	303,070.84	1,228,626.00	24.7
ENDING BALANCE	2,455,295.25		
WATER FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	19,421,096.38		
RECEIPTS:	769,369.23	3,374,897.00	22.8
EXPENDITURES:			
PERSONNEL SERVICE	137,303.39	558,174.00	24.6
OTHER SERVICES	197,460.81	1,073,097.00	18.4
CAPITAL OUTLAY	463,914.17	1,724,797.00	26.9
	798,678.37	3,356,068.00	23.8
ENDING BALANCE	19,391,787.24		
URBAN RENEWAL AGENCY FUND	YEAR TO DATE	BUDGET	% BUDGET
BEGINNING BALANCE:	1,932,596.87		
RECEIPTS:	2,127.51	724,000.00	.3
EXPENDITURES:			
OTHER SERVICES	26,109.08	724,000.00	3.6
	26,109.08	724,000.00	3.6
ENDING BALANCE	1,908,615.30		

"CITIZENS ARE INVITED TO INSPECT THE DETAILED SUPPORTING RECORDS OF THE ABOVE FINANCIAL STATEMENT" (ID CODE 50-1011)
LINDA STOKES - CITY TREASURER

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 19-034
Meeting Date February 14, 2019**

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Approve the Contingent Revenue and Contingent Expense Transfer</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer	RS	Originator
		Community Development		
		Police Department	JW	
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	\$68,000			
FUNDING SOURCE:	OHS Highway Safety E-Ticketing Grant FFY 2019	Airport		
		Library		
TIMELINE:	N/A	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

The City (McCall Police Department) applied to the Idaho Transportation Department for an OHS Highway Safety E-Ticketing Grant FFY 2019. The McCall Police Department received notice of award and funding for the Statewide E-ticketing (SWET) Application to purchase E-ticketing equipment via a letter dated January 28, 2019.

The project is funded for up to \$68,000 with a 25% match of the project. The match will be in the form of hard match, and/or soft match of mileage or wages related to traffic safety. The equipment must be purchased prior to September 30, 2019

Schedule of Transfer Requests by Fund is attached.

RECOMMENDED ACTION:

Approve the contingent revenue and contingent expense line item transfers.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

		<u>Revenue</u>			<u>Expense</u>	
General Fund						
10-30-025-402.0	Federal - PD - Highway Safety (increase budget)	68,000.00	10-60-250-662.0	Federal - PD Highway Safety (increase budget)	68,000.00	
10-99-075-100.0	Contingent Revenue (decrease budget)	(68,000.00)	10-99-750-100.0	Contingent Expense (decrease budget)	(68,000.00)	
	Total General Fund	-			-	



McCall Area Chamber and Visitors Bureau January 10, 2019 Notes

Board Meetings Occur the 2nd Thursday of every month at Shore Lodge Corporate Offices at 7:30 am

Meeting came to order at 7:35

Attendance: Mike, Melanie, Alexa, Tammy, Jill, Scotty, Gary, Jared, April by phone

Guests: Tony Day from ProActive Physical Therapy, Andrew Mentzer from WCMEDC, Amber Green, Matt Kaiserman, & Laura Crawford from St. Luke's

Alexa motion to approve mins, Tammy 2nd

St. Luke's Presentation: Currently in site prep, estimate project cost of \$40 million (includes \$5 million raised by the foundation). Currently at 45,000 square feet, but aiming for 65,000. Build in flexibility and facility upgrades. Helipad analysis indicated that no patient care would be comprised with not building of helipad – no helipad will be constructed. Reorient the entrance to State Street. Construction would allow for an additional 10 rooms for a total of a 25 rooms in the future. 25 is the cap number of rooms for a Critical Access Facility designation, which St. Luke's has. Design submitted to City in October, finalized exterior plans Oct – Nov, Community/neighborhood presentation in Nov, City public hearing in Feb, Finish site prep Spring 2019 and break ground in spring/early summer 2019. Andrew asked about letters of support – Matt and Laura will get together about requesting letters of support. Thought process shifted to population health. Start construction on 2 story addition first, once complete then shift current facilities to the completed addition, then the older section of the hospital and the current staff parking since that lot will be built on. Target completion of 2021-2022. They will be assessing staff growth along with the construction. By in large, has received positive feedback.

WCMEDC (Andrew Mentzer) – Gap Analysis Results – 93% indicated intent for post-secondary education, but roughly half actually do, now will assess what opportunities exist locally for the other 50%. Results are still being assessed and more will come to light in the next few months. Apprenticeship program is picking up steam. Adventure cycling in Cascade has gained traction. Jared mentioned his experience in the tourism industry and the large following bicycling has. McKenzie followed-up that we had a regional meeting about consolidating our cycling maps and resources. Finished their IMBA single track sidewalk study to connect the communities. Housing white paper, opportunity zones designation, broadband, Rec district for May ballot, 85 businesses were visited last year, woody bio mass project in Lake Fork. Can write grants for sectors. Last In 16.5 months \$236,000 grant dollars were generated for the region. Jill & Lindsey as WCMEDC representative– Scotty motion to approve, Jared 2nd to job share the EDC Chamber position. Motion passes.

Governance Team – Passed out Board Member raffle tickets to sell as fundraiser for Winter Carnival.

Treasurer's Report – Mike motion to accept December Financials, Jill 2nd. Motion passes

Office Report – Annual calendar check-in to assess work flow for Chamber. Kudos to everyone's hard work these last several months as the Chamber continues to grow and evolve. We welcome new members: Samantha Sais Photography, Café 6 Three 4, Toby's Place, & Central Idaho Amateur Radio Club

Membership Services – Jill – Business Reports have come from 2 people. Feedback has been an overall lack of knowledge of what we do. Interest in breakfast club/lunch club on business related topics. Discussion of current programming. Business After Hours reevaluation in the future.



Marketing – Website launch for February. Summer magazine planning post Winter Carnival.

Strategic Initiatives – Jan. 28th next meeting. Jared asked about Sherry’s intent with the committee; if she wanted to co-chair or if we needed to find another person to help lead the charge. This is a new committee and the original intent was for our businesses to have a seat at the table with regional issues.

Events – we currently working on sponsorships, the guide is out the door. We have 31 sculptures. Parade entry application process this year. Some new things this year, renewed enthusiasm for the event. Hot cocoa delivery

Cascade – new Chamber board, Jenny at Lake Front Restaurant also purchased the Valley Club and is the new President. Cascade Chamber will be under new leadership. They are looking for a new grant writer. Chamber meetings are the 2nd and 4th Tuesdays over the lunch hour at Noon. Greta Bair, new Cascade board member and leadership student.

“Leadership Academy strikes again” by Jill. Scotty also brought up that the Midas Council will now have to decide if the City of McCall can be a part of the agreement now that they have voted no. Scotty was disappointed because of the lack of representation at the regional level with re: to the project. Scotty was selected

No City of McCall, No Donnelly, No New Meadows representatives.

Jill Morris Chapman, Alexa Hersel , motion to adjourn passes 9:11am.

City of McCall — **Airport Advisory Committee (AAC)**
Meeting Minutes
December 6, 2018 12:00 PM
American Legion Hall, 216 E. Park St., McCall, ID 83638

Members Present: Charles Jones, Rick Fereday, Mark Thorien, Shawn Walters.

Staff: Jay Scherer, Airport Manager

Other: Michael Anderson, Kevin Bissel

Rick Fereday called the meeting to order at 12:00 PM.

Public Comment: None.

Approval of Minutes from November 1, 2018: The November 1, 2018 regular meeting minutes were presented for review and approval. Mark Thorien moved to accept the minutes, Charles Jones seconded the motion. The minutes were unanimously approved.

Code Revision: Airport Zone: Mr. Scherer briefed he and Mike Weiss presented the AAC's inputs to the Planning & Zoning Committee. Final draft to be presented to AAC and coordinated with FAA and State.

Triangle Hangars: The airport manager provided the presentation to City Council for comment and approval. This presentation included recommendations for hangar layout, financing, assignments of lessees to leaseholds and wait list way ahead. Charles Jones made a motion to accept the presentation Mark Thorien seconded the motion which passed unanimously.


Annual Report to City Council: No additional items were added to the Annual Report. A final draft will be provided at the January meeting. The intent of the Committee is to have the Chairman present the report on January 17, 2019

Three Month Calendar Review: The three-month calendar was reviewed.


Motion to adjourn was made by Mark Thorien and seconded by Shawn Walters which passed unanimously. The Committee adjourned at 12:46 PM

Date Signed:

Attest:



Committee Chairperson,
Mike Weiss



Airport Manager,
Jay Scherer

Environmental Advisory Committee
Minutes
December 20, 2018
Airport Conference Room- McCall, Idaho

Committee Members Present: Julie Thrower, Ashley McDermott, Dave Robey
Staff Member Present: Tara Woods

Welcome: Meeting was called to order at 1:11pm

Review Minutes from previous meeting: Minutes reviewed and signed

Agenda Review & Update: None

Public Comment: Marjorie Chase- interested in open seat. Submitted her resume and interest letter.

Introduction of Guests: None

Business:

1. EAC Annual Report

Julie Thrower wrote a 1st draft of the annual report, due to City Council January 17. The committee discussed edits and added Earth Day ideas to future projects. Julie Thrower also discussed the Lake-a-syst program with the committee and the Big Payette Lake Water Quality Council desire to resurrect the program since it's beginnings in 2001. J. Thrower is looking for support from EAC members. The committee also discussed the opportunity to discuss the recycling report and the City Council's thoughts on how to proceed during the annual report.

Tara will make update to annual report and email to members for review. Julie Thrower and Tara Woods will be present January 17th to present report to City Council.

2. Stibnite Mine- committee discussion

City Council has moved the vote date to a special meeting in early January. EAC members discussed points presented by Julie Thrower about the Stibnite Mining project and its relationship with the City of McCall. Dave Robey commented on the need to see the results from the US Forest Service's NEPA report on the mine site, before signing any agreement with Midas Gold. Members expressed similar concerns and discussed writing a formal letter to City Council to express the committee's opinion.

Julie Thrower made a motion to write a formal letter drafted by the EAC to submit to City Council before their early January meeting. Dave Robey second and all were in favor. Dave Robey will write the letter and share with members for approval before submitting.

3. McCall Recycling Report- discussion

Julie Thrower would like to submit an article to both the McCall Star-News and McCall Digest summarizing the EAC's recycling report. The EAC would like to see the report available on the Chamber of Commerce's website as well. Tara Woods will investigate it.

Environmental Advisory Committee
Minutes
December 20, 2018
Airport Conference Room- McCall, Idaho

4. **Green Business Update**

No other businesses have registered for the program at this time. Ashley McDermott will ask Crestline Engineering. EAC members discussed having those face to face talks with store owners as the best way to promote the program.

5. **Agenda Items for Next Meeting**

Start planning for Earth Day and Arbor Day activities in April. Start planning for a Noxious Weed Pull Day in early June with the City and local land owners.

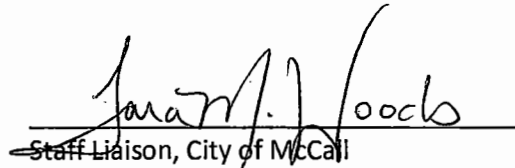
Meeting Adjourned at 2:30pm

Next Meeting scheduled for: January 17, 2018

Signed:



Julie Thrower, Chair



Staff Liaison, City of McCall


**McCall Historic Preservation Commission
Meeting Minutes**

**Monday, December 3, 2018 1:00 pm
Legion Hall (below City Hall) 216 E Park St, McCall, Idaho 83638**

1. Call to order/determine quorum: Walt Sledzieski, Don Bailey, John Farmer, Jennifer Theisen (via phone) and Terri Smith were present. Also present was Delta James, City of McCall Economic Development Planner.
2. Approve minutes of November 5, 2018: *Terri made a motion to approve the minutes. Walt seconded the motion. All commissioners voted aye, and the motion carried.*
3. Public Comment: There were no public comments.
4. HPC Activities and project status updates
 - 4.1. Prepare and submit National Historic Registry proposal for the Johnson Flying Service Hangar: TAG consultants will present the interim report at the Commission's January 7, 2019 meeting.
 - 4.2. Initiate an historic properties inventory/database and draft a promotions/education plan: Walt provided an inventory compiled from various sources as the basis for an updated list. A tool is needed to communicate this information to residents and visitors. The ISHS database might not be the best tool for this outreach but is used for lit review for other projects. Next steps include identifying the resources and options for housing the updated information and identifying the costs. A high school student may be able to help for a senior project.
 - 4.3. Develop a local Historic Recognition plan. No report.
 - 4.4. Promote our historic documentary, begin planning and development of a revision: John to provide a synopsis of the DVD scope. Delta to provide cost information from last DVD project. Ten-minute vignettes from the DVD would benefit elementary school teachers. Next step is to gather information, photos and video for the next DVD.
 - 4.5. Research and document the history of the McCall Golf Course: No report
 - 4.6. Research and document the history of the Snowy Peaks building: no report.
 - 4.7. Provide information about how to conduct an ethnographic study on the history of the McCall area early native tribes: Given the cost of an ethnographic study, it might be possible to do the study if there is future mitigation money like what was provided for Lardo Bridge. For now, the project will be tabled and listed under "other activities" on future agendas as a placeholder.
 - 4.8. Identify and capture oral histories from key influencers to the early development of the McCall community: Don reported that the Idaho Oral History Center is a resource for oral history process outlines and forms. Marlene is interviewing Ms. Boydston, if health allows. Don to provide a priority list of people to interview and digital copies of the forms and process outlines he has.
5. Other activities
 - 5.1. Payette Lake Inn: No report.
 - 5.2. SIPTA Site: Walt reported that he sat in on Kurt Wolf's presentation to City Council about future location of the Parks and Recreation Department. The preferred site is the SITPA site, which would bring some life and consistency to the place.

- 5.3. CLG Grant: No project for grant funding is identified for this year.
6. Set next meeting date – Monday, January 7, 1:00 p.m. at Legion Hall
7. Adjourn: Don made a motion to adjourn. Terri seconded the motion, and the meeting was adjourned at 2:20 pm.

Submitted by: Delta James

A handwritten signature in cursive script, reading "Walt Sledzieski", is written over a horizontal line.

Walt Sledzieski, Chairman

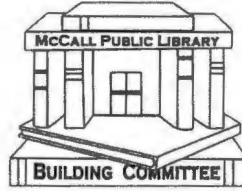
McCall Historic Preservation Commission
Minutes – Monday, January 7, 2019 1:00 pm
Legion Hall (below City Hall)
216 E Park St
McCall, Idaho 83638

1. Call to order/determine quorum: Walt Sledzieski, Don Bailey, John Farmer, Jennifer Theisen (via phone) and Terri Smith were present. Also present were Delta James, City of McCall Economic Development Planner, and Barbara Bauer, TAG Historical Research and Consulting
2. Approve minutes of December 3, 2018: *Jennifer made a motion to approve the minutes. Don seconded the motion. All commissioners voted aye, and the motion carried.*
3. Public Comment: There were no comments.
4. Work Session: Presentation from TAG Historical Research and Consulting re: National Historic Registry proposal for the Johnson Flying Service Hangar – Barbara Bauer with TAG Historical Research presented findings from her research of the Johnson Flying Service Hangar (attached).
5. New Business
 - 5.1. Mary Davidson Cabin, Sylvan Beach: Walt reported that he responded to a referral from the State Historic Preservation Office and chatted with the owner of the property about the National Historic Registry nomination process and offered HPC assistance.
6. Set next meeting date – Monday, February 4, 2019, 1:00 p.m. at Legion Hall.
7. Adjourn: *Don made a motion to adjourn. John seconded the motion, and the meeting was adjourned at 1:47 p.m.*

Submitted by: Delta James



Walt Sledzieski, Chairman



**Building Committee Minutes
Dec. 19, 2018**

Attendance: Heather Haynes, Dean Martens, Jacki Rubin, Larry Swan, Linda Burns, Meg Lojek, Lynn Lewinski

Unable to attend: Karen Lannom, Andy Laidlaw, Bill Thomas and John Powell

Called to order by Heather Haynes at 11:00

Minutes 12/5/18 and 12/12/18 Approved - Dean motioned to approve and Larry seconded. All in favor.

Reviewed interview session with Humphries Poli and recommendation of next steps for library design:

After brief discussion, all members present are very comfortable moving forward with the Humphries Poli group of architectural consultants, due to their vast experience, honesty, inspired designs, past work with us, and willingness to be flexible with our process of possible bonding and fundraising. Once the Trustees vote to move forward, it was discussed that the best process would be for Andy and John to work with contractual negotiations, then seek approval from City attorney. They will present that to Library Board of Trustees, and if approved the contract will be proposed to City Council.

Discussed timing of the design work and possible bond. Trustees should proceed with at least Phase 1 to get us to the point where we have an attractive package to present to the public. It was agreed that hiring a local professional to be a part of the later process with Humphries Poli could be a good idea. Dean and all agreed we need to clearly present an incentive-driven plan as far as how each cost phase is paid out.

Heather moved that we recommend Humphries Poli to the Board of Trustees for the next design phase of the Library Expansion Project. Linda seconded. All in favor, no opposed.

Further discussion: Committee recommends Dennis meets with key Ambassadors in the future. Amy should consider developing a list and strategy to best utilize Dennis' time.

Further discussion: Meg reviewed the 12/14/18 City Council Work Session on Campus Planning.

Next Building Committee meetings:

Wednesday, January 2, 2019 at the library: CANCELLED.

Next meeting will be: January 16th at the library

Meeting adjourned at 11:56

Minutes Prepared by Meg Lojek

Respectfully submitted by Heather Haynes, Chair



Building Committee Minutes

Jan 16, 2019

Attendance: Heather Haynes, Dean Martens, Bill Thomas, John Powell, Andy Laidlaw, Larry Swan, Linda Burns, Meg Lojek, Lynn Lewinski, Jacki Rubin, Michelle Groenevelt. Unable to attend: Karen Lannom

Called to order by Heather Haynes at 11:00

Minutes 12/19/18 Approved - Motioned by Dean, Second by Larry, all in favor.

Review City Campus Planning Process -

- Meg and John gave a brief overview of City Council's desires to study the entire City Campus, including library, and to develop a vision to pursue.
- Michelle explained to the group that the study Dennis Humphries will do will include all the buildings and space, including the Transit Center, Seniors, pathways, and phasing. His "canvas" for the library design may open up a little bit. Michelle also spoke about the proposed Urban Renewal District which may be able to provide site improvements. The next Council meeting for the Renewal District will take place March 15, 9-11AM, in Legion Hall, and the public is invited. Overall, Michelle is very positive about how this work will energize our downtown core. She will keep Meg posted as to Humphries-Poli contract for campus planning.
- Andy emphasized, and John and Michelle agreed, that Humphries-Poli work on the campus planning and the library design will be somewhat simultaneous.

Contract preparation and planning / Humphries Poli and CM/GC

- Dennis is preparing a preliminary contract for review by committee, Trustees, and Bill Nichols.
- Andy offered to prepare an RFP for our next meeting so we can begin the process to solicit applications for CM/GC as soon as possible. All agreed.
- Andy asked questions about insurance bonding and other concerns, and John Powell had some information prepared for him.
- It is generally agreed that Dennis Humphries will want to be here for the interviews for possible General Contractors.
- The Library Expansion Timeline was discussed. Ed Hershberger (via email) explained that because we are using the CMGC process, it is not only feasible but perhaps preferable to start construction during the building season immediately after a bond ballot measure passes, rather than waiting a year. Jacki suggested we don't want to waste money or resources by overplanning in case the bond election is not successful.

Next Building Committee meetings:

February 6 and February 20, 11:00 AM in Library Conference Room

Dean and Larry offered that one of them will attend Foundation meeting 2/7/19 at 4:00 pm.

Meeting adjourned at 11:40 AM

Minutes Prepared by Meg Lojek

Respectfully submitted by Heather Haynes, Chair

Minutes--McCall Public Library Board of Trustees Meeting
December 20, 2018
Legion Hall, 9:00 AM

Call to order: 9:05 am

Attendance: Meg Lojek, Bob Giles, Ed Hershberger, Lynn Lewinski, John Milliner, Lola Elliot, Jacki Rubin, and Amy Rush

Amendments to Agenda: None

Approval of Minutes: 11/15/18 and 12/12/18 Jacki motioned to approve, with 2nd by Lola, all aye.

Director's Report:

- Warrant Registers: 11/8/18, 11/15/18, 11/28/18, 12/9/18, 12/12/18 Lola motioned to approve, with 2nd by John, all aye.
- Budget, Stats: Discussed Library Expansion November balance sheet provided by Linda Stokes.
- Amy Rush reported on fundraising and shared detail on donations. The Ambassadors have acquired new members who are bringing in energy, enthusiasm and experience.
- The board advises that Beth Markley may be contacted if a needed situation arises, minimally. Any longer commitments with Beth should be pre-approved.
- Report on ILA: Meg and Casey were able to gather good information. There were sessions on managing volunteers, lending non-traditional library items, maximizing impact of social media for the library, and the end of overdue fines. Meg signed up for a \$500.00 assist for participating in the library broadband toolkit improvement program to analyze our technology weak spots. Emily Ruskovich, a young and talented keynote speaker, won Idaho author of the year.
- Staff is all doing well and went out caroling together in the downtown. All staff are working on their annual employee evaluations.

New Business:

Skype with John Chrastka, Executive Director, everylibrary.org was informative and the Board would like to stay in contact for future reference. Points about timeline for building, as well as funding showed our project on good standing. John suggested the Trustees should consider aspects like alternative outcomes. Meg will contact John and ask for help establishing a timeline, planning backwards from May 2020, with goals to accomplish along the way. She will also request more information about the roles of Trustees, Staff and the "Yes" committee.

Financial reports summarizing progress in the Library Expansion Campaign will be shared between the Foundation and the Trustees. More discussion in January.

The Expansion Committee Recommendation: moved to be accepted by Ed, with 2nd by Lynn, all aye, to pursue negotiations with Humphries Poli as architect for the next design phase. The Board encourages the Committee to move forward with next steps of contracting and search for CM (Construction Manager.) Please see minutes for Expansion Committee, very well documented information on the interview with Dennis Humphries as well as their meeting to recommend Humphries Poli.

Members of the Board, the Expansion Committee and City Manager, Anette had a busy week meeting concerning the Library project. A trip to Meridian gave us great information on contracts and detail of public building, pros and cons. They use a CM/GC and find this process helps time and design efficiency, as well as being cost effective. Meridian officials prefer an AIA contract, with adjustments if needed.

The workshop the Council held about the City campus was interesting. The library continues to occupy an important place in the City campus planning, and the proposed library expansion is cohesive with the comprehensive plans and other City departments.

Old Business

Thank you notes signed by all.

Friends Liaison report:

The Friends are proud of their new members, the diversity and great interaction the group has.

Foundation report:

John will bring the Foundation finance members to our next meeting.

City Council Liaison report:

Helpful suggestions and discussion points shared by Bob.

Adjourn: 12:00 pm

Next Meetings: January 17th (Annual evaluation of Director); February 14th; March 21st (9:00 AM in Legion Hall)

Minutes prepared by Lynn Lewinski, Secretary

Respectfully submitted by Jacki Rubin, Chair *Jacki Rubin*

City of McCall
McCall Redevelopment Agency
Minutes
December 18, 2018 – 8:00 am
Legion Hall
216 E. Park Street

CALL TO ORDER AND ROLL CALL

Bob Youde, Bob Giles, Monty Moore, Colby Nielsen, and Rick Fereday were present, Nic Swanson and Monte Moore were absent. Mike Maciaszek arrived at 8:

CONSENT AGENDA

- Minutes from December 4th, 2018 (Action item)
- US Bank Invoice – (Action Item)
- Elam and Bourke Invoice – (Action Item)

Member Giles made a motion to approve the consent agenda. Member Nielsen seconded the motion. All members voted aye and the motion carried.

NEW BUSINESS

- Financials/Cash Flow – Linda Stokes

Ms. Stokes gave a summary of the financials and cash flow.

- Request for funding – Match Funds for Idaho Department of Parks & Recreation (Waterways Improvement Fund Grant) Dock Construction and Installation for Waterfront Improvements North of the Mile-High Marina – Kurt Wolf

Mr. Wolf presented the match funding results from the Waterways grant meeting. The encroachment permit application is in the mail. He would like to request 126,000 from IDPR and would like to at present the request for the IDPR grant with matching funds. We currently have a 40,000 Laura Moore Cunningham Foundation Grant and some docks that we have already obtained. He would need 125,000 from MRA to bring up

Member Maciaszek made a motion to commit up to 125,000 to the non-motorized area improvements. Member Giles seconded the motion. All members voted in favor and the motion carried.

- Discussion of developing a Request for Proposals (RFP) for the Davis Ave. parcel (Action Item)

Member Giles made a motion to put out a RFP to meet the zoning regulations for the highest density of local housing with deed restrictions and a pedestrian pathway for the Davis St parcel. Member Nielsen seconded the motion. All members voted aye and the motion carried.

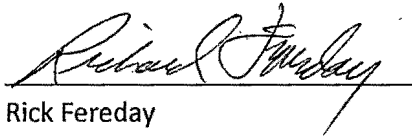
NEXT MEETING

- January 15, 2018

Member Moore made a motion to adjourn. Member Nielsen seconded the motion. All members voted aye and the meeting adjourned at 9:08 am.

Signed: January 15, 2019

Attest:



Rick Fereday
MRA Chair

Michelle Groenevelt
Community Development Director

McCall Waterfront Improvement Estimate
 Dock and Lake Access Improvements - 2018-19

Estimate Derived from (HD) Marine Estimations & Assessment

		ESTIMATED AMOUNT				TOTAL COSTS PER FUND				
BID ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	County Waterways	MURA	IDPR Grant	LMCF Grant	Dock Donation
GENERAL PROJECT ESTIMATE ITEMS - PRELIMINARY NUMBERS						\$25,000 Pending Approval	\$100,000 (not to exceed \$125,000) Pending Approval	\$126,000.00	\$15,000.00	\$40,000.00
GENERAL										
1	Piers and Gnagway Construction:	2	L.S.	\$1,750.00	\$3,500.00					
2	Primary Dock/Walkway: 8' Wide by 160' Long with low profile 8" frame with pontoon style floatation 2' x 6' x 10" deep floats the entire length (x2) With either decking choice.	1	L.S.	\$65,000.00	\$65,000.00					
3	Corner V Section with possible launch system incorporated. (20' x 20' or 200 sq/ft)	1	L.S.	\$10,000.00	\$10,000.00					
4	Wave attenuated 10' x 100' (Low Profile) 4' deep new galvanized with either style of decking.	1	L.S.	\$75,000.00	\$75,000.00					
5	Tire Hinge at 8 feet or longer.	1	L.S.	\$600.00	\$600.00					
6	Piling work to include 6-8 piles	1	L.S.	\$15,000.00	\$15,000.00					
7	Misc. parts, pile connectors, dock fenders, tie downs, etc.	1	L.S.	\$3,500.00	\$3,500.00					
8	Re-Purpose 21 Concrete dock sections: 10 sections 10' x 80' and 11 sections 10' x 90'. These sections get two piles each and are started by the lap distance.	1	L.S.	\$34,000.00	\$34,000.00					
9	30' x 30' concrete float "as is" tighten and inspect through rods repairing as needed and anchoring the float with 4 anchors, 2 @ 5,000 pounds and 2 @ 2,500 pounds with two swim ladders	1	L.S.	\$3,500.00	\$3,500.00					
10	Delivery and Installation Est.	1	L.S.	\$9,500.00	\$9,500.00					
11	Re-Purposed Concrete Dock Systems (Donated by Shorelodge)	1	L.S.	\$40,000.00	\$40,000.00					\$40,000.00
12	Swim Lanes & Non-Motorized Launch Systems	1	L.S.	\$15,000.00	\$15,000.00				\$15,000.00	
					Estimate Total	\$274,600.00	\$25,000.00	\$101,000.00	\$126,000.00	
					10% Contingency:	\$27,460.00				
					Total Project Estimate	\$302,060.00	\$25,000.00	\$101,000.00	\$126,000.00	\$15,000.00

Attachment A: Non-Motorized Launch System Concepts.

Public non-motorized personal water craft launch system examples that can be incorporated into the dock system shown in the conceptual drawings for waterfront improvements. Concepts are flexible in nature in that they can be re-located or re-configured to meet the needs of future planning or improvement efforts.

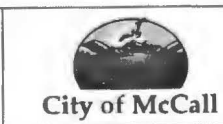




NO.	REVISION	BY	DATE	DESIGN

NO.	REVISION	BY	DATE	DESIGN

423 DEINHARD LANE, SUITE C
 McCALL, IDAHO 83638
 208.634.3006



PARKS AND RECREATION DEPARTMENT
 336 DEINHARD LANE
 McCALL, IDAHO 83638
 208.634.3006
 PARKS AND RECREATION DIRECTOR
 KURT WOLF

VA COUNTY
 DOCK CONCEPTS

PROJECT	DATE	DRAWING	SCALE

Tree Advisory Committee Minutes

December 4, 2018

Call to Order

Meeting was called to order at 7:10pm – Nathan Todd, Randy Acker, Pavala Clouser, John Lillehaug and Kurt Wolf were present.

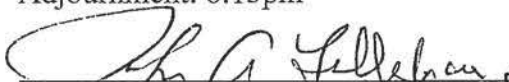
1. **Minutes:** Minutes from the November meeting were reviewed and approved.
2. **Introduction of Guests:** No Guests were present

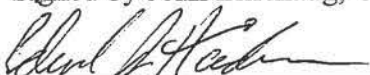
Business:

1. **Tree City USA and Growth Award Update- Project Ideas 2018**
 - a. Organize notes on past projects to make selecting future projects easier to select.
2. **Downtown Core Project discussion**
 - a. Continued discussion of downtown tree options committee will narrow down from the tree species list.
 - i. Final Tree selection Ideas
 - ii. Take micro-climates into consideration
3. **Test site for Tree Species:**
 - a. Idaho Street
 - b. The committee thinks it sounds like a good idea
 - c. Kurt Wolf, Ed Heider, Nathan Todd and Jason Clay, will have a meeting to discuss the project.
4. **Next meeting agenda items:**
 - a. Report on Down town Core Project
 - b. Report on meeting between the School District and the City
 - c. Review/ Update Landmark Trees/Tree inventory
 - d. Spread sheet of past Tree City USA projects
 - e. Discuss potential Tree Management Plan

Next Meeting: January 7, 2018:

Adjournment: 8:15pm


Signed by John Lillehaug, Committee Chair


Signed by Staff Liaison

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 19-028
Meeting Date February 14, 2019**

AGENDA ITEM INFORMATION				
SUBJECT: <i>Request to Approve Resolution 19-05 for Snow Removal Fees of Snow/Ice/Rubbish on Sidewalks</i> <i>A Public Hearing</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		COST IMPACT:	N/A	Parks and Recreation
FUNDING SOURCE:	Fee Resolution 19-05	Airport		
		Library		
TIMELINE:	Winter 2019	Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT:				
<p>City staff request that Council establish a Snow Removal Fee to better manage and mitigate poor and icy sidewalk conditions throughout the downtown core. Following numerous efforts over the years to address these issues with adjacent property owners, it is now apparent that the most timely and efficient way to address sidewalk condition complaints is to have City staff take care of it directly and then bill the property owner. Chasing down property owners or rounding up contractors to do the work and then having to follow up on the process cost significantly more in staff time than simply removing the snow and fixing the problem directly with City staff. Staff consulted with several of the property owners with chronic sidewalk complaints about this new proposed process and fee.</p> <p>The receipt of complaints and response efforts will be coordinated between the Parks and Streets Departments. If Council approves the fee resolution, all property owners with sidewalk frontage will receive a letter from the City reminding them of their obligation to maintain the sidewalk, that the City will respond to complaints, and the established fee will be assessed to the owner for the time needed to abate the sidewalk nuisance as outlined in the attached resolution. Fee calculations have been determined according to State code and are based on administrative time, the hourly rate of equipment use, and the average loaded wage of employees doing the work. The proposed fee was published in the Star News as required by law.</p>				
RECOMMENDED ACTION:				
<ol style="list-style-type: none"> 1. Conduct a Public Hearing on the proposed fee. 2. Approve Resolution 19-05 to adopt fees to be charged to property owners for removal of snow, ice, and rubbish from sidewalk related matters as outlined in the resolution and authorize the Mayor to sign all necessary documents. 				
MEETING DATE ACTION				



City of McCall

RESOLUTION 19-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCCALL, IDAHO, ADOPTING FEES TO BE CHARGED FOR REMOVAL OF SNOW, RUBBISH AND ICE FROM SIDEWALKS RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, McCall City Code 8-5-010 requires owners, tenants and occupants of premises in the City of McCall to remove snow, rubbish or ice from sidewalks adjacent to their premises not later than twenty four (24) hours after the event occurs, but some owners, tenants and occupants have failed to do so which threatens the health, safety and welfare of persons who use those sidewalks; and

WHEREAS, McCall City Code 8-5-020: COST ASSESSMENT provides that in the event of failure of such owner, tenant or occupant to remove this snow, rubbish or ice from any such sidewalk within twenty four (24) hours of the occurrence of such condition; then, the city may remove or have removed such snow, rubbish and ice and assess the cost thereof against the premises abutting the sidewalks. In such event the clerk of the city council shall certify such assessment to the assessor of Valley County and such assessment shall be placed on the assessment roll and collected in the same manner as other municipal taxes are collected.; and

WHEREAS, the City of McCall has reviewed its procedures, estimated the range of costs for providing services to remove snow, rubbish or ice from sidewalks in the city; and

WHEREAS, notice of the proposed fees was published in *The Star News*, a newspaper of general circulation within the City, on January 31, 2019 and February 7, 2019; and

WHEREAS, a public hearing was held on the proposed new or increased fees on February 14, 2019 all as required by law; and

WHEREAS, the City Council is of the opinion that it is in the best interest of the owners of property and of visitors and inhabitants within the City to modify and create new fees as set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF MCCALL, Valley County, Idaho that:

Section 1: The following rates and fees are hereby adopted as the fees for removal of snow, rubbish and ice from sidewalks when accomplished by the City of McCall.

\$67 for up to 30 minutes, after 30 minutes the charge will be \$100 an hour or part thereof – see examples below:

0 to 30 minutes = \$67
0 to 60 minutes = \$100
60 to 120 minutes = \$200

Fees will be charged in minimum thirty (30) minute increments. Fees are payable upon receipt of an invoice from the City. If fees are not paid, an assessment will be certified to the Valley County Treasurer to be applied to the property owner's property tax assessment roll as provided by Idaho law.

Section 2: This resolution shall be in full force and effect on February 15, 2019.

PASSED AND APPROVED BY THE COUNCIL AND MAYOR OF THE CITY OF MCCALL THIS 14 DAY OF FEBRUARY, 2019.

CITY OF MCCALL
Valley County, Idaho

Jackie J. Aymon, Mayor

ATTEST:

BessieJo Wagner, City Clerk

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 19-029
Meeting Date February 14, 2019

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>Request to Approve Development Agreement and Escrow Agreement Amendments for the Shore Lodge Cottages Subdivision SUB-17-01</i>		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development	TMS	Originator
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
		Airport		
Library				
Information Systems				
Grant Coordinator				
<i>COST IMPACT:</i>		N/A		
<i>FUNDING SOURCE:</i>		N/A		
<i>TIMELINE:</i>		N/A		
<i>SUMMARY STATEMENT:</i>				
<p>Shore Lodge Whitetail LLC has submitted a request to amend the Development and Escrow Agreements associated with Shore Lodge Cottages, a new twenty-three (23) lot subdivision within the Whitetail Planned Unit Development (PUD), in order to extend the timeline for completion of remaining water, sewer, private road infrastructure, and landscaping for one year – from December 31, 2018 to December 31, 2019.</p> <p>To date, approximately 78% of the original escrow account funds (\$1.8M) have been released for completed project elements. Remaining work to be completed is primarily landscaping and final site stabilization which was unable to be finished before the end of the 2018 construction season (see attached Infrastructure List).</p> <p>The draft Amendment to the Third Amendment Whitetail PUD Development Agreement and Amendment to Escrow Agreement for Shore Lodge Cottages are attached. Both documents have been reviewed by the City Attorney and Public Works Director.</p>				
<i>RECOMMENDED ACTION:</i>				
<ol style="list-style-type: none"> 1. Hold the public hearing. 2. Approve the Amendment to the Whitetail PUD Development Agreement and Shore Lodge Cottages Escrow Agreement and authorize the Mayor to sign all necessary documents. 				
RECORD OF COUNCIL ACTION				
<i>MEETING DATE</i>	<i>ACTION</i>			
August 24, 2017	City Council approval of Subdivision Final Plat, Development Agreement and Escrow Agreement for Shore Lodge Cottages.			

Shore Lodge Whitetail LLC
Shore Lodge Cottage Infrastructure
Development Agreement Escrow Tracking
Summary of Usage by Category
As of: December 31, 2018

	Escrowed Amount	Escrow Funds Used to Date	Amount Remaining	Escrow Funds % Complete	Estimate of Construction % Complete	
DIVISION 200 - EARTHWORK	\$ 218,885.89	\$ 234,417.22	\$ (15,531.33)	107%	100%	
DIVISION 300 - TRENCHING	1,032.50	-	1,032.50	0%	100%	
DIVISION 400 - WATER PIPE AND FITTINGS	117,301.89	104,993.49	12,308.40	90%	100%	
DIVISION 500 - SEWER	55,676.40	61,585.60	(5,909.20)	111%	100%	
DIVISION 600 - CULVERTS AND STORM DRAINS	33,218.27	10,561.13	22,657.14	32%	75%	
DIVISION 900 - PRESSURE IRRIGATION	46,897.50	77,066.25	(30,168.75)	164%	100%	
DIVISION 800 - AGGREGATES AND ASPHALT	211,845.89	306,759.09	(94,913.20)	145%	100%	
DIVISION 1000 - CONSTRUCTION STORMWATER BMPs	213,770.94	170,550.03	43,220.91	80%	80%	
DIVISION 1100 - TRAFFIC	92,766.80	-	92,766.80	0%	0%	
DIVISION 2000 - MISCELLANEOUS	22,025.62	49,325.41	(27,299.79)	224%	100%	
SPECIAL PROVISIONS						
Telephone	10,000.00	15,458.40	(5,458.40)	155%	75%	
Power	100,000.00	9,625.00	90,375.00	10%	100%	Paid outside of escrow
Irrigation System	75,000.00	-	75,000.00	0%	0%	
Landscaping (berm shaping, trees, grass, revegetate, etc.)	75,000.00	1,128.80	73,871.20	2%	0%	
Wetlands Mitigation	40,000.00	-	40,000.00	0%	75%	Paid outside of escrow
Civil Construction Observation, Documentation and As-builts	75,000.00	-	75,000.00	0%	75%	Paid outside of escrow
Materials/Compaction Testing and Documentation	45,000.00	35,241.11	9,758.89	78%	95%	
Emergency Access Gate	7,500.00	-	7,500.00	0%	0%	
Site Lighting	35,000.00	-	35,000.00	0%	0%	
	1,475,921.70	1,076,711.53	399,210.17	73%		
25% contingency	368,980.43					
Return of 25% contingency Funds to Shore Lodge Whitetail LLC		179,915.75	189,064.68	49%		
	\$ 1,844,902.13	\$ 1,256,627.28	\$ 588,274.85	68%		

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
WHITETAILED 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.

WHITETAIL

SHORE LODGE WHITETAIL LLC

By: _____
DANIEL R. SCOTT, President / General Manager

STATE OF IDAHO)
) ss.
County of Valley)

On this _____ day of _____, 2019, 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: _____

AMENDMENT TO
WHITETAIL PLANNED UNIT DEVELOPMENT
ESCROW ACCOUNT AGREEMENT
Shore Lodge Cottages - SUB-17-01

This Amendment to Escrow Account Agreement is made and entered into by and between SHORE LODGE WHITETAIL LLC an Idaho Limited Liability Company (“**Whitetail**”), whose address is 501 W. Lake Street, McCall, Idaho 83638, and the CITY OF McCALL, a Municipal Corporation (the “**City**”), whose address is 216 E. Park St., McCall, Idaho, 83638.

RECITALS

- A. Whitetail is developing certain real property in McCall, Idaho, that will be or has been platted as Whitetail Planned Unit Development, Shore Lodge Cottages, which plat was recorded with Valley County, Idaho Recorder (“**Property**”).
- B. Whitetail and the City entered into an Escrow Account Agreement for the completion of certain utilities and improvements for the Property dated August 31, 2017 (“2017 SLC Escrow Agreement”).
- C. The 2017 SLC Escrow Agreement provided for completion of the Improvements on or before December 31, 2018.
- D. The Improvements are not completed.

AMENDMENT

The parties hereby agree to amend the 2017 SLC Escrow Agreement as follows:

- 1. The reference to completion of Improvements prior to December 31, 2018 in Section 3 shall be replaced with a **December 31, 2019** date for completion of Improvements.
- 2. The reference to use of the Escrow Account funds by the City in the event of failure to complete Improvements prior to December 31, 2018 in Section 5 shall be replaced with a **December 31, 2019** date for completion of Improvements.
- 3. The remainder of the terms of the 2017 SLC Escrow Agreement shall remain in full force and effect.

IN THE WITNESS WHEREOF, the parties have caused this Amendment to Escrow Account Agreement to be executed, effective on the date signed by all parties below.

SHORE LODGE WHITETAIL, LLC

CITY OF MCCALL

By: _____ Date: _____
DANIEL R. SCOTT, President

By: _____ Date: _____
JACKIE AYMON, Mayor

ATTEST:

By: _____ Date: _____
BESSIEJO WAGNER, City Clerk

ESCROW HOLDER
AmeriTitle, Inc.

By: _____ Date: _____

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

**Number AB 19-031
Meeting Date February 14, 2019**

AGENDA ITEM INFORMATION				
<p>SUBJECT: <i>Request for a Decision on Thompson Place Planned Unit Development General Plan (PUD-18-03), Subdivision Preliminary Plat (SUB-18-06), Zoning Amendment (ZON-18-03) application, appeal of P&Z Design Review (DR-18-52) denial, and associated Development Agreement.</i></p> <p><i>A Public Hearing</i></p>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development	TMJ	Originator
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	N/A	Airport		
FUNDING SOURCE:	N/A	Library		
TIMELINE:	N/A	Information Systems		
		Grant Coordinator		
<p>SUMMARY STATEMENT:</p> <p>Kurt Marostica has submitted applications to rezone Lot 5 of Jake’s Landing Townhomes Subdivision from R8 – Medium Density Residential to R16 – High Density Residential to accommodate the proposed development: Planned Unit Development General Plan, Subdivision Preliminary Plat, and Design Review applications for 16 deed restricted condominium units to consist of four fourplexes, within the existing Jake’s Landing Subdivision. The subject parcel is near the downtown core and proposed for High Density Residential Zoning within the 2017 Comprehensive Plan Future Land Use Map.</p> <p>During its September 11, 2018 regularly scheduled meeting, the McCall Area Planning and Zoning Commission (P&Z) held a properly noticed public hearing and directed staff to prepare documents recommending to City Council denial of the PUD General Plan, Subdivision Preliminary Plat and Zoning Amendment applications. P&Z also denied the accompanying Design Review applications. The decision documents (attached) were then adopted by P&Z at their October 2, 2018 regularly scheduled meeting. Modifications to the project plans since P&Z review have eliminated all requested alleviations from the development standards of McCall City Code.</p> <p>Attached are the staff report, application materials, McCall Area Planning and Zoning Commission findings, draft Development Agreement, and public comments received to date. Additional comments received will be provided as a handout at the public hearing.</p>				
<p>RECOMMENDED ACTION:</p> <ol style="list-style-type: none"> 1. Hold the public hearing. 2. Direct staff to prepare decision documents for <u>approval</u> of the Thompson Place PUD General Plan, Subdivision Preliminary Plat, and Zoning Amendment applications and appeal of P&Z Design Review denial. <p>-OR-</p> <ol style="list-style-type: none"> 2. Direct staff to prepare decision documents for <u>denial</u> of the Thompson Place PUD General Plan, Subdivision Preliminary Plat, and Zoning Amendment applications and appeal of P&Z Design Review denial. 				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

**McCall City Council
Staff Report**

PUD-18-03, SUB-18-06, ZON-18-03, Appeal of P&Z DR-18-52 decision, Development Agreement

*Lot 5 Jake's Landing
Thompson Place*

February 14, 2019

Applicant: Kurt Marostica
Agent: Crestline Engineering
Application: Planned Unit Development General Plan, Subdivision Preliminary Plat, Zoning Map Amendment, Design Review Appeal and Development Agreement
Zoning: R8 – Medium Density Residential; proposed rezone to R16 – High Density Residential

Description

Zoning Map Amendment to rezone Lot 5 of Jake's Landing Townhomes Subdivision from R8 – Medium Density Residential to R16 – High Density Residential to accommodate the proposed development: Planned Unit Development General Plan, Subdivision Preliminary Plat, and Design Review applications for 16 deed restricted condominium units for local housing, to consist of four fourplexes, within the existing Jake's Landing Subdivision. The subject parcel is near the downtown core and proposed for High Density Residential Zoning within the 2017 Comprehensive Plan Future Land Use Map.

The proposed dwellings are modular units constructed by a Boise company called Indie Dwell, which uses the frame of a recycled shipping container to create energy efficient dwellings. The applicant has worked with the company to custom make the proposed units to better address McCall Design Guidelines. The applicant has decided to incorporate a gable roof, wood siding, and covered stairs to protect from snow during winter months.

The project meets the underlying zoning proposed by the companion request for re-zoning (ZON-18-03) from R8 – Medium Density Residential to R16 – High Density Residential. The applicable regulations under Title III and Title IX of McCall City Code are met; no alleviations from the development standards are requested.

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

- a. All units to be deed restricted for local housing.
- b. Improvements to the shared common area parcel within Jake's Landing to include a BBQ and fire pit area as well as a possible play structure, improvements to be agreed upon by the entire Jake's Landing HOA. If an agreement cannot be made, the improvements will be made within the PUD parcel. Prior to scheduling of the Planned Unit Development General Plan application before the McCall City Council, the applicant shall provide a detailed park plan to the McCall Parks and Recreation Advisory Committee for review and recommendation to City Council.
- c. New curb, gutter, sidewalk, and pedestrian ramps along Thompson Ave. to improve the pedestrian connections to downtown, final design to be approved by the City Engineer.

A Development Agreement is proposed to financially assure the completion of off-site improvements by so that a building permit may be issued in advance of final plat recordation and final acceptance of infrastructure.

Comprehensive Plan Narrative

The Future Land Use Map within the 2018 *McCall Area Comprehensive Plan* (Comp Plan) indicates the future zoning of the subject property to be high density residential. The project provides housing near the community center, which furthers the Comp Plan goal to promote a variety of housing types and options. The project is also intended to provide housing for the local workforce, which furthers the Comp Plan goal to support stable employment opportunities. The project of providing housing for locals is also consistent with the *McCall Housing Strategy*.

Specifically, the project is consistent with the following McCall Area Comprehensive Plan Vision, Goals and Policies:

Our Vision: Our Economy: Support public agencies, local businesses, entrepreneurship, and recreational tourism, while providing a variety of housing types to meet varied income levels and stages of life. (p. 7)

Policy 2.2: Promote compact, walkable development patterns that support transit, connect neighborhoods, and discourage development patterns that rely solely on vehicles for transportation in urban areas of the community (p. 104).

Policy 5.5: Encourage local housing options and create walkable and connected residential areas. (p. 108)

Policy 1.1: Cultivate housing and employment opportunities for full-time residents. Utilize a population guideline of 40 percent full-time residents as a basis to monitor population trends (p. 116).

Policy 2.2 Provide assistance, housing, and support services for the elderly so they may lead fulfilling lives and be effective participants in the community (p. 116).

Housing Goal 1: Promote a variety of quality housing types for current and future residents (p. 118).

Policy 1.1: Promote a diversity of local housing types including rental and ownership opportunities for singles, families with and without children, seniors, persons with disabilities, and multi-generational families.

Policy 1.2: Distribute a variety of housing types throughout the City to expand the choices available to meet the financial and lifestyle needs of McCall's diverse population.

Policy 3.1: Expand the availability of local housing throughout McCall by preserving existing housing and incentivizing development to provide attainable housing. (p. 118)

Code Narrative

Zoning: Pursuant to MCC 3.13.05, amendments to the zoning map may be initiated by the council, by the commission, or by persons or entities that have an existing majority interest by area in the property

proposed to be rezoned by the amendment. It is a discretionary action of the Council and decisions are guided by the Future Land Use Plan within the McCall Area Comprehensive Plan (p. 101).

Existing zoning: R8 – Medium Density Residential (one unit per 5000 sq. ft.)

Proposed zoning: R16 – High Density Residential (one unit per 2500 sq. ft.)

Future Land Use Plan (FLUP) zoning: While the FULP does not show parcel-specific zoning, the subject parcel appears to be within an area designated for future R16 – High Density Residential zoning.

Density:

- The existing R8 zoning of the subject parcel and greater Jake’s Landing Subdivision entitles a density of one unit per 5000 sq. ft. of property.
- The total area of the original Jake’s Landing Subdivision is approx. 2.17 acres (94,525 sq. ft.). Pursuant to MCC3.3.03, this allows up to 18 units under the existing zoning. Four (4) units have been constructed and are existing. Therefore, the addition of 14 more units would be consistent with the underlying existing R8 zoning for the original Jake’s Landing subdivision area.
- The subject parcel (Lot 5) is approx. 1.14 acres (49,775 sq. ft.). If calculated as an isolated parcel, this entitles up to 10 (9.955) units.
- Upon rezoning of the subject parcel to R16 density, Lot 5 will be entitled to 20 (19.91) units. The Payette Lakes Recreational Water and Sewer District has agreed to provide up to 13 new sewer hook ups at this time with more possible once the District’s capacity study is complete. The applicant is proposing to construct 12 units now but entitle up to 16 total units. The final four (4) units will not be constructed until sewer service is made available.

Parking: McCall City Code (MCC 9.2.084) requires that condominium projects provide a minimum of two (2) parking spaces per residential unit and one additional parking space for every two (2) units within the development. Therefore, forty (40) parking spaces are required. Thirty-two (32) parking spaces are proposed on-site with an additional seven (7) on-street parking spaces provided. McCall City Code 3.8.06 allows for a reduction to the parking requirements where there is public transit, pedestrian access, or other reason parking demand is anticipated to be low.

Snow Storage: Pursuant to MCC 9.3.08, on-site snow storage areas must equal not less than thirty three percent (33%) of parking, sidewalk and driveway areas to be cleared. The submitted site plan demonstrates snow storage areas equaling 65% of the areas from which snow will be removed, thereby meeting this development standard.

Drainage: Final drainage plans are typically completed after an applicant has received preliminary approvals but before any site work commences. The project drainage plan must meet the City of McCall Drainage Management Guidelines, pursuant to MCC 9.3.08, and is reviewed and approved by the City Engineer. These guidelines stipulate sizing and configuration of drainage structures and design flows to manage project storm drainage in a manner that prevents negative impacts to neighboring properties.

Building Design: Per MCC 3.16.02, Design Review is required for all multi-family dwellings. This review is intended to weigh the project against the McCall Design Guidelines regarding building scale, materials, landscaping, etc.

Building scale: Each proposed four-plex structure has a total roof area of 2202 sq. ft, including a covered central walkway and has a total building height of 32 feet. For comparison, the existing Jake's Landing four-plex unit occupies approx. 5,991 sq. ft. with an approx. 30 ft. building height. If all 16 units proposed by the applicant on Lot 5 are constructed, the building area will total 8808 sq. ft., which is less than if 8 more units identical to the existing four-plex are constructed as originally proposed (would then total approx. 17,973 sq. ft. of building area).

Building materials: The proposed dwellings are modular units constructed by a Boise company called Indie Dwell, which uses the frame of recycled shipping containers to create energy efficient dwellings. The exterior incorporates a gable roof, wood siding, and covered stairs to protect from snow during winter months and meet the McCall Design Guidelines.

Landscaping: The applicant has submitted a preliminary landscaping plan that partially screens the front-facing building facades.

Procedural code:

Per MCC 9.2.06 (E): Review and Action, Preliminary Plat - Commission Action, the commission shall review and approve, approve conditionally, recommend approval to City Council, recommend approval to the City Council with conditions, disapprove or table the preliminary plat for additional information.

3.10.04: APPROVAL CRITERIA AND CONFORMANCE WITH ZONING AND TITLE IX: A PUD may be allowed in any in any zone; provided, that the decision body makes the following findings:

- (A) The underlying zoning, title IX of this code, and other applicable regulations under this title and title IX of this code are met, except as the applicant has specifically requested modifications to the standards as part of the PUD.
- (B) 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.
- (C) The density of the planned unit development considered as a whole shall be in substantial conformity with the density of the underlying zone.
- (D) Any variation from the basic zone requirements must be warranted by the design and amenities incorporated in the preliminary and final development plan.
- (E) The final development plan must be in conformance with the preliminary plan.
- (F) The planned unit development must meet the general objectives of the McCall area comprehensive plan.
- (G) Existing and proposed streets and utility services must be suitable and adequate for the proposed development.

(H) 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.

(I) A PUD may be proposed in conjunction with an application to amend the zoning map and the comprehensive plan.

Agency Comments–

Payette Lakes Recreational Water and Sewer District (PLRWSD)

This application was distributed to PLRWSD more than thirty (30) days prior to the September 11, 2018 McCall Area Planning and Zoning Commission meeting. In a letter dated August 7, 2018, PLRWSD stated the following:

1. We have discussed this project with the applicant and he was made aware that the existing City of McCall zoning in place at the time of the annexation has been adopted as sewer density until the District completes a sewer model for the former City wastewater service area, therefore 13 hookups would be allowed at this time, with a review after the District completes the sewer system model.
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 Directions.
3. If the extension is approved, 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.
4. The existing sewer main line shall be protected from damage during construction of the proposed structures to prevent excessive water, or debris from entering the sewer system. Failure to do so will result in the owner/contractor being responsible for any cost incurred by the District for cleaning or removing debris that enters the sewer system.
5. Purchase of a sewer connection permit will be required before construction begins.
6. Inflows of surface water and excessive infiltration are prohibited. Such prohibited sources of inflow shall include, but not be limited to, the following: Heating, cooling, or water system discharges in excess of one thousand gallons per day. Stormwater connections, sub-water drains, floor drains located within garages, foundation drains, roof drains, swimming pools, street drains, basement drains, sump pumps, and abandoned sewer line.
7. The owner/contractor shall notify the District two (2) business days before any connections to the sewer mainline.

McCall City Engineer

In an email dated August 31, 2018, the McCall City Engineer stated the following:

1. Based on a review of the site plan information, it appears that the proposed project will include more than 15,000 square feet of impervious surface and will be required to provide stormwater management provisions that conform with the City's drainage management guidelines

(DMGs). The project will be required to address Sections A, B, C, D, E, and F of the DMGs and include provisions for conveyance, first flush stormwater treatment, stormwater flow attenuation, permanent BMPs, and erosion control during construction. The use of a single detention basin as shown on the revised drawings dated 8/14/2018 is supported.

2. Upon preparing the final civil design plans for construction, please submit the plans, stormwater application (attached), and the stormwater drainage report prepared in accordance with the City's DMGs for review and approval prior to the start of construction and the issuance of the building permit.
3. Based on the proposed water service connections and sanitary sewer main connection shown on the plans dated 8/14/2018, it may be required to pave the entire width of Thomson Street to eliminate the jeopardized street condition created by multiple patches. This will be evaluated during the final design of the project.
4. The property being developed abuts both Thompson Avenue and Park Street. Curb, gutter, sidewalk, and pedestrian ramp improvements should be extended to the west to define the Park Street intersection. The exact limits of improvement will be evaluated during the final design of the project.
5. The project appears to generally grade and drain towards the Thompson Avenue and Park Street intersection. There may be a need for culvert rehabilitation or new culvert construction at both the intersection and in Thompson Avenue. The need for culvert improvement(s) to ensure the site drains properly will be evaluated during the final design of the project.

Based on this initial review, the preliminary design level information provided appears to demonstrate that the project can conform to the City's Public Works and engineering requirements. There will be significant additional design review required for approval of the final civil design plans and final stormwater report, and new comments about grading, drainage, utilities, and roadway improvements should be anticipated.

Idaho Transportation Department (ITD)

In a letter dated August 6, 2018, ITD stated they had no objection to the rezone and development of the condominium project.

McCall Building Official

In an email dated July 17, 2018, the McCall Building Official stated that the buildings will be required to comply with the International Building Code, including fire separation walls and fire sprinklers. This project will also fall under the Fair Housing Act.

McCall Fire

In an email dated August 10, 2018, McCall Fire stated that each fourplex would be required to have an automatic sprinkler system installed.

Valley County Surveyor

In an email dated August 12, 2018, the Valley County Surveyor stated he had no comments at this time.

Public Comments (Complete letters are attached)

Received in response to Feb. 14, 2019 City Council meeting notice:

- In a letter dated January 30, 2019, Ellen Ganz stated support for the project.
- In a letter dated January 30, 2019, Michael Witry, General Counsel for the Intermountain Fair Housing Council stated support for the project.
- In a letter received February 5, 2019, Jack Risner expressed points in opposition to the project.
- In a letter received February 5, 2019, Randy Hulbert expressed points in opposition to the project.
- In a letter received February 6, 2019, Dan and Nancy Krahn express opposition to the project.
- In a letter received February 6, 2019, Merrily and Tom Ratchford expressed opposition to the project.
- In a letter received February 6, 2019, Suzanne Budge expressed opposition to the project.
- In a letter received February 6, 2019, Clyde Dillon stated opposition to the project and provided two photo exhibits.
- In a letter received February 6, 2019, CJ McDonald stated opposition to the project.
- In a letter received February 7, 2019, Emmett Price stated opposition to the project.
- In a letter received February 3, 2019, Graham and Tanya Pinard stated opposition to the project.

Submitted to the McCall Area Planning and Zoning Commission during its September 11, 2018 consideration of this project:

- In a letter received August 5, 2018, Andrew Mentzer of the West Central Mountain Economic Development Council stated support for the project.
- In a letter received August 9, 2018, the McCall Chamber stated their support of projects that seek to address the shortage of local housing.
- In a letter dated August 14, 2018, Ellen Ganz stated her support for the project.
- In a letter dated August 23, 2018, Merrily Munther and Thomas K. Ratchford stated their opposition to the project.
- In an email dated August 28, 2018, Randy and Win Hulbert stated their concern with the rezone.
- In an email received August 30, 2018, Jean Goff stated his opposition to the application.
- In a letter received August 31, 2018, Dan and Nancy Krahn stated their opposition to the project.
- In a letter dated August 31, 2018, Pat and Doug Staley stated their opposition to the project.
- In a letter dated September 2, 2018, Hugh McNair stated his opposition to the project.
- In a letter dated September 4, 2018, Craig Campbell stated his opposition to the project.
- In a letter dated September 4, 2018, Susie Budge stated her opposition to the project.
- In a letter received September 4, 2018, C.J. McDonald stated his opposition to the project.
- In a letter received September 4, 2018, Clyde and Marty Dillon stated their opposition to the project.
- In a letter received September 4, 2018, Emmett Price stated his concerns for the project.
- In a letter received September 4, 2018, Rob Hilton stated his opposition to the project.
- In a letter received September 4, 2018 Peter Borner stated his opposition to the project.
- In a letter received September 4, 2018 Ken and Dona Harjung stated their opposition to the project.

- In a letter received September 4, 2018, Gery Edson, P.A., stated his representation of the Thompson Ave. District and his opposition to the project.
- In a letter received September 4, 2018, Jeff and Kristine Mabe stated their opposition to the project.
- In a letter received September 4, 2018, Graham and Tanya Pinard stated their opposition to the project.
- In a letter received September 4, 2018, Mark Sabin stated his opposition to the project.
- In a letter received September 4, 2018, Jack Risner stated his opposition to the project.
- In a letter received September 4, 2018, Jennifer Campbell stated her opposition to the project.
- In a letter received September 4, 2018, Grant Allan stated his opposition to the project.

THOMPSON PLACE
APPLICATIONS FOR:
PLANNED UNIT DEVELOPMENT (PUD) GENERAL PLAN
SUBDIVISION (SUB) PRELIMINARY PLAT
REZONE (ZON)
DESIGN REVIEW (DR)

AMENDED JANUARY 2019

Prepared for:

Kurt Marostica
534 E. Fairbrook Court
Boise, Idaho 83706

APPLICANT/OWNER:

Kurt Marostica
534 E. Fairbrook Court
Boise, Idaho 83706

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McCall, Idaho 83638
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THOMPSON PLACE
APPLICATIONS FOR:
PLANNED UNIT DEVELOPMENT (PUD) GENERAL PLAN
SUBDIVISION (SUB) PRELIMINARY PLAT
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THOMPSON PLACE
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 REZONE (ZON)
 DESIGN REVIEW (DR)

AMENDED JANUARY 2019

TABLE OF CONTENTS

SECTION I – GENERAL INFORMATION	1-4
I. LAND USE APPLICATION FORM	1
II. PROJECT DESCRIPTION	1
III. THESE APPLICATIONS	2
IV. NEIGHBORHOOD MEETING	3
a. SUMMARY OF NEIGHBORHOOD MEETING	
b. LETTER TO PROPERTY OWNERS	
c. MEETING SIGN-IN SHEET	
 SECTION II – APPLICATION FOR PUD	 5-12
I. PRELIMINARY DEVELOPMENT PLAN	5
a. STATEMENT OF PURPOSE AND INTENT	
b. OUTLINE OF PROPOSED PUD	
c. PRELIMINARY DRAWINGS	
II. EXISTING PHYSICAL CONDITIONS AND NATURAL FEATURES MAP	7
III. PROPOSED IMPROVEMENTS SITE PLAN	7
a. LANDSCAPE PLAN	
IV. DEVELOPMENT SCHEDULE	7
 SECTION III – APPLICATION FOR SUB	 13-24
I. OWNER AUTHORIZATION LETTER	13
II. VICINITY MAP	13
III. TITLE REPORT	13
IV. PROJECT NARRATIVE	13
a. SUBDIVISION NAME	
b. LEGAL DESCRIPTION	
c. GENERAL PROJECT DESCRIPTION	
d. CONCURRENT APPLICATIONS	
V. COMPREHENSIVE PLAN NARRATIVE	15
VI. PHASING PLAN	15
VII. SITE PHOTOS	15
VIII. PLAT AND ENGINEERING PLANS	15

IX.	STORMWATER CERTIFICATION	15
SECTION IV – APPLICATION FOR ZON		25-29
I.	PRESENT LAND USE	25
II.	PROPOSED AMENDING ORDINANCE AND MAP	25
III.	PROPOSED USE	25
IV.	VICINITY MAP	25
	a. ADJACENT PROPERTY OWNERS AND MAP	
	b. EXISTING ZONING MAP	
	c. PROPOSED ZONING MAP	
V.	PROPOSED CHANGES STATEMENT	25
VI.	ADJACENT PROPERTY OWNERS AND MAP	25
SECTION V – APPLICATION FOR DR		30-35
I.	PROJECT DESCRIPTION	30
	a. GENERAL PROJECT DESCRIPTION	
	b. OVERVIEW OF ANY NUMBERS/CALCULATIONS	
	c. OVERVIEW OF ANY PERCEIVED OR ACTUAL OUTSTANDING ISSUES	
II.	PLANS, ELEVATIONS, AND MAPS	30
III.	3D RENDERINGS OF PROPOSED PROJECT	33
IV.	FLOODPLAIN DEVELOPMENT PERMIT	33
APPENDICES		
A.	LAND USE APPLICATION FORM	
B.	NEIGHBORHOOD MEETING	
	i. LETTER TO PROPERTY OWNERS	
	ii. MEETING SIGN-IN SHEET	
C.	ILLUSTRATIONS OF PROPOSED CHARACTER	
	i. FOURPLEX 3D RENDERING	
	ii. FOURPLEX ELEVATIONS	
	iii. FOURPLEX FIRST FLOOR PLAN	
	iv. STORAGE UNIT 3D RENDERINGS	
D.	OWNER AUTHORIZATION LETTER	
E.	TITLE REPORT	
	i. TITLE COVER SHEET	
	ii. WARRANTY DEED	
	iii. TITLE INSURANCE	
F.	SITE PHOTOS	
G.	ADJACENT PROPERTY OWNERS AND MAP	
H.	STORMWATER CERTIFICATE	
I.	MAPS AND DRAWINGS	
	i. VICINITY MAP (FIGURE 1 OF 3)	
	ii. EXISTING ZONING MAP (FIGURE 2 OF 3)	
	iii. PROPOSED ZONING MAP (FIGURE 3 OF 3)	
	iv. PRELIMINARY PLAT (DRAWING 1)	

- v. EXISTING PHYSICAL CONDITIONS AND NATURAL FEATURES MAP (DRAWING 2)
 - vi. PROPOSED IMPROVEMENTS GRADING, DRAINAGE, AND UTILITIES (DRAWING 3)
 - vii. LANDSCAPE PLAN
- J. OPINION OF PROBABLE CONSTRUCTION COST
- K. COVENANTS, CONDITIONS & RESTRICTIONS (CC&Rs)

SECTION I

GENERAL INFORMATION, CITY OF MCCALL

Section I

General Information

- I. Land Use Application Form (see Appendix A)
- II. Project Description

The proposed Thompson Place project is located on a vacant lot approximately 1.14 acres (49,775 S.F.) in the City of McCall on the east corner of Thompson Avenue and Park Street. The property was formerly platted as Lot 5, Jake's Landing Townhomes, A Replat of Jake's Landing Condominiums in Jakes Landing Subdivision. The Vicinity Map in Appendix I, Figure 1 of 3, identifies the properties location.

The property is currently zoned (R8) Medium Density Residential and is bordered by Low Density Residential (R4) to the south of the property on Thompson Avenue and Medium Density Residential (R8) to the north and northwest on Park Street. The Thompson Place development proposes to construct four (4) fourplex buildings, totaling sixteen (16) units. The project proposes to amend the zoning map to High Density Residential (R16) and has submitted the application for Zoning Map Amendment within this application package. The Existing Zoning Map and Proposed Zoning Map can be referenced in Appendix I, Figures 2 of 3 and 3 of 3. Rezoning the land use to R16 fits within the City of McCall 2018 Comprehensive Plan with the intent to "transition residential uses from highest density in downtown to lowest-density at the City edges to rural within the Impact Area and beyond" (page 98).

With the purpose of providing housing that is affordable to the community of McCall, these energy efficient and sustainable multi-family residential housing units will be constructed out of the exoskeleton of recycled shipping containers. The design of Thompson Place development will maintain the goals of the City's Comprehensive Plan with the intention to "Preserve and maintain a community character defined by the surrounding natural environment" and to ensure that the development characterizes "McCall's natural environment, scenic mountain setting, and small-town character". In furtherance of the City's goal to "Promote and encourage site-specific developments that use energy efficient design and materials that complement the natural environment and mountain setting", Thompson Place is providing a development that is sustainable, energy efficient, and balances a housing design with the surrounding natural environment (page 95).

The unit design will be constructed with gable roofs and lap siding. The maximum building height of each fourplex with gable roof is 32'-1". The building height elevations and exterior 3D rendering examples are depicted in Appendix C.

Each unit will be single level and consist of two bedrooms, one bathroom, a kitchen, and a living area totaling at 640 S.F. A model unit floorplan can be referenced in Appendix C. There are four (4) units to a fourplex separated in the middle by a covered stairway/walkway. The stairway will lead to the two (2) upstairs units. The fourplexes will alternate in exterior color between red/tan, sage/tan, and gray/tan. Fourplex 3D renderings can be referenced in Appendix C. One storage unit will be provided per housing unit for the residences. The storage units will be 6x16 and located behind each fourplex as indicated in Appendix I, Proposed Improvements Grading, Drainage, and Utilities Drawing 3. Storage 3D renderings can be referenced in Appendix C. The color of the storage units will follow the same color scheme as the housing units and will match the color according to which fourplex it is associated with.

The Thompson Place development is being constructed with the purpose of providing housing that is affordable to the workforce in McCall. The owner, Kurt Marostica, intends to retain ownership in the units, and rent them with the option to sell in the future in accordance to the regulations set forth in the City of McCall's Development Agreement deed restrictions. The Covenants, Conditions & Restrictions (CC&Rs) applicable to the units can be found in Appendix K. Each unit will be long term rentals, rented to tenants who currently work in or surrounding McCall. Mr. Marostica plans to market to local businesses who are in need of employee housing in order to help mitigate a housing shortage the local community is experiencing. An Opinion of Probable Cost Estimate for Thompson Place public infrastructure improvements is located in Appendix J.

With close proximity to the downtown corridor and accessibility to public transportation, Thompson Place provides residents with the ease to connect not only to work but to nature and recreation as well. Providing housing that is affordable in order to develop the economic growth in McCall is a key aspect to the 2018 Comprehensive Plan and essential to the growth of the community. Thompson Place encourages residential infill in the downtown neighborhoods promoting sustainable urban growth.

III. These Applications

The following applications are hereby submitted to City of McCall:

- a. Planned Unit Development (PUD) General Plan Information– MCC Title 3, Chapter 10 (see Section II).
- b. Subdivision Preliminary Plat Information – MCC Title 9, Chapter 2 (see Section III).
- c. Zoning Map (ZON) or Zoning Text Amendment (CA) Information – MCC Title 3, Chapter 13 (see Section IV).

- d. Amended Design Review Application 18-52 (appeal of P&Z Application denial) – MCC Title 3, Chapter 16 (see Section V).

IV. Neighborhood Meeting

a. Summary of Neighborhood Meeting

Property owners within 300 feet of the project site were contacted for the purpose of conveying information about the proposed project. The neighborhood meeting was held on Friday, July 20, 2018 5:30 p.m. at the McCall Public Library. Sixteen (16) neighbors were in attendance for the meeting. The meeting lasted until 7:30 pm.

Topics discussed at the meeting included:

- Reasons behind the development.
 - There is a need for more affordable housing in McCall, Thompson Place will be marketing to businesses for employee housing providing economic growth in McCall.
- Price of Units.
 - Each unit will be sold as individual units at a cost between \$150,000-\$160,000.
- Zoning twenty-four (24) units on a currently zoned R8.
 - The High Density Rezone promotes the future land use development within the City of McCall Comprehensive Plan.
- Snow removal and storage capacity onsite.
 - In compliance with MCC 9.3.08, the snow storage requirements meet City standards and can be referenced in Appendix I.
- Management of Development.
 - An HOA will be developed within the covenants.
 - The covenants will reflect the number of people allowed in each dwelling, parking restrictions, subletting regulations, short term versus long-term rentals, etc.
- Traffic Control on Thompson Avenue.
- Benefits to the neighborhood.
 - Encourages local housing options and further development within McCall. It is essential to the developer to maintain the integrity of the neighborhood and maintain surrounding natural features.
- The storage container product.
 - The product is made from the exoskeleton of recycled shipping containers.

Suggestions Included:

- Covered parking or build garages.
- Covered stairways for the units
- Single owner over the entire project versus individual owners. This would be easier to manage.
- Reduce the number of units from twenty-four (24) to twelve to sixteen (12-16).
- Donate the property to the City to be used as a park.
- Consensus was the gabled roof design for the units.
- Establish increase in setbacks.

b. Letter to Property Owners (see Appendix B)

c. Meeting Sign-In Sheet (see Appendix B)

SECTION II
APPLICATION FOR PUD

Section II

Planned Unit Development (PUD) General Plan Information

I. Preliminary Development Plan

a. Statement of Purpose and Intent

MCC 3.10.01 - The planned unit development (PUD) process provides an opportunity for land development that preserves natural features, allows efficient provision of services, and provides common open spaces or other amenities not found in traditional lot by lot development. The procedure may allow a combination or variety of residential, commercial, office, technical, business park and industrial land uses. It also provides for the consistent application of conditions of approval for the various phases of the planned unit development. A planned unit development is intended to: (A) Permit greater flexibility and, consequently, more creative design for development than generally is possible under conventional zoning regulations. (B) Retain and preserve natural scenic qualities and topographic features of open spaces; promote aesthetics; prevent disruption of natural drainage patterns. (C) Promote the creation and efficient use of open space and park area. (D) Provide a harmonious variety of neighborhood development and a higher level of urban amenities. (Ord. 885, 3-24-2011)

In accordance with MCC 3.10.01 and the McCall Comprehensive Plan, Thompson Place PUD intends to provide the community with an affordable energy efficient and sustainable residential land development project. The project will retain many of the natural features of the lot, preserving existing vegetation and trees in areas. The Existing Physical Conditions and Natural Features Map can be referenced in Appendix I, Drawing 2. A landscaping plan has been developed to provide a significant amount of vegetation in front of each building unit. The Landscaping Plan can be referenced in Appendix I. There is an existing natural drainage ditch north of the property that runs southwest along the property boundary. Stormwater drainage improvements can be located on the Proposed Improvements Grading, Drainage, and Utilities drawing in Appendix I, Drawing 3. The fourplexes are clustered in one row along Thompson Avenue so to provide more open space on the property. Open space will be used for snow storage, stormwater drainage improvements, as well as amenities for the residents. Within the northern section of the property, the proposed project will provide the Thompson Place residences a fire pit and communal picnic tables. There is also a proposed common area and park further northeast of the project. These development improvements can be referenced in Appendix I, Drawing 3. With the proposed curb, gutter, and sidewalk, the Thompson Place project will further connect the neighborhood and

provide safe access to the downtown core of the City, enhancing urban development.

Thompson Place and the surrounding land use is in a Medium Density Residential (R8) zone. This application includes a rezone of the property site to High Density Residential (R16). This rezone ties into the City of McCall's Comprehensive Plan, which designates the area as High Density Residential for future land use. The project will ensure the development, in regard to rezoning, will maintain the neighborhood residential character and surrounding natural environment.

- i. Illustrations of the Proposed Character (3D Renderings - see Appendix C)
- b. Outline of Proposed PUD

Lot Coverage/Development Conditions			
	Square Footage	Percent by Area	Adjusted Total (S.F.)
Total Project Area	49,775 (1.14 acres)		
Building Footprint	8,110	16.3%	
Walkways, Patios	1,175	2.4%	
Driveway, Surface Parking	10,462	21.0%	
Landscaped Areas (vegetated)	30,028	60.3%	
Total	49,775	100%	
Total Areas to Be Plowed	11,637	33%	3,879
Snow Storage Provided	7,561	65%	

	Site Plan Element (Feet)	
	Existing	Proposed
Front Setback (Thompson Avenue)	20	20
Interior/Side Setback	5	5
Rear Setback	10	15
Property Frontage	1,029	1,029
Maximum Building Height	50	32

Installation of public improvements will include sidewalk, curb and gutter, water, and sewer. Preserving the character of the neighborhood, Thompson Place will be utilized for residential long-term rental purposes

only. Covenants, Conditions & Restrictions (CC&Rs) with a Home Owners Association (HOA) will be instilled within the developing covenants. The CC&Rs can be referenced in Appendix K. Snow storage will be stored onsite. Snow storage site designations can be referenced in Appendix I, Drawing 3. Landscape and parking maintenance as well as snow removal will be the responsibility of the building owner or the HOA. Utility services will be privately operated. Parking provided includes two (2) parking spaces per housing unit for a total of thirty-two (32) parking spaces for sixteen (16) units. There will be an additional seven (7) street parking spaces provided.

- c. Preliminary Drawings (see Appendix I, Drawing 1)
- II. Existing Physical Conditions and Natural Features Map (see Appendix I, Drawing 2)
 - a. ALLWEST Testing & Engineering, Inc. provided a Geotechnical Evaluation of the proposed project site. The purpose of this evaluation was to determine the subsurface soil conditions of the site. This report provides recommendations to assist in planning and construction for the proposed development given the geotechnical conditions of the site. Soils located within the property consist of Blackwell clay loam. Blackwell clay loam is a soil located on slopes ranging 0 to 3 percent.
- III. Proposed Improvements Grading, Drainage, and Utilities Site Plan (See Appendix I, Drawing 3)
- IV. Development Schedule

The preliminary timeline for construction has been scheduled as follows:

1. Final Engineering Design
(March 4, 2019 – April 12, 2019)
2. City of McCall, PLRWSD and IDEQ Engineering Approvals
(April 15, 2019 – May 17, 2019)
3. Utility and Off-site Improvements Construction
(May 20, 2019 – July 12, 2019)
4. Building and On-site Improvements Construction
(June 3, 2019 – August 2, 2019)
5. Landscaping and Other Miscellaneous Improvements
(August 5, 2019 – August 23, 2019)
6. Building Occupancy (August 23, 2019)

SECTION III
APPLICATION FOR SUB

Section III

Subdivision (Preliminary Plat) Information

- I. Owner Authorization Letter (see Appendix D)
- II. Vicinity Map (see Appendix I, Figure 1 of 3)
- III. Title Report (see Appendix E)
 - a. Title Cover Sheet
 - b. Warranty Deed
 - c. Title Insurance
- IV. Project Narrative
 - a. Subdivision Name: Thompson Place
 - b. Legal Description: NW ¼ SE ¼ Section 9 T18N R3E B.M.
 - c. General Project Description
 - i. General Description: Reference Section I, Part II, General Information, of this application package.
 - ii. Total Project Acreage: 1.14 acres
 - iii. Overall Density
 1. Proposed: R16
 2. Allowed: R8
 - iv. Total Parcels: single-family residential units
 - v. City Limits: Area of City Impact within the City of McCall can be referenced in Appendix I, Figure 1 of 3.
 - vi. Planned Unit Development (PUD) Required: see Section II
 - vii. Phasing Plan: There is no applicable phasing plan however, Building 4 will be constructed in the future once the Payette Lakes Recreational Water Sewer District (PLRWSD) will allow more than thirteen (13) sewer connections. The Development Schedule can be referenced in Section III Part F of this application.

viii. Comprehensive Plan Compliance: Reference Section I, Part II, General Information, of this application package.

d. Concurrent Applications

i. Concurrent Applications:

1. A PUD General Plan application is concurrently applied for in accordance with MCC Title 3, Chapter 10 (see Section II). The purpose of applying for the PUD is to provide multi-family long-term rental housing units to the community of McCall. Development with a creative and unique design, Thompson Place will create an efficient use of open space while filling a need of housing that is affordable for the City of McCall in accord with the City's 2018 Comprehensive Plan.
2. A Zoning Map Amendment application is concurrently applied for in accordance with MCC Title 3, Chapter 13 (see Section IV). The property is currently zoned for R8 Medium Density Residential. The proposed development seeks to construct sixteen (16) units therefore would like to rezone the site to R16 High Density Residential in compliance with the City of McCall 2018 Comprehensive Plan.
3. An amended Design Review Application is included to appeal the Planning and Zoning Committee's decision to deny the application in their October 2018 meeting (see Section V).

ii. Proposed Code Variations: A change is requested to amend the zoning map in the Thompson Place project site from R8 to R16.

iii. Past Applications:

1. Design Review Application DR-18-52 was submitted on June 26, 2018 in accordance with MCC Title 3, Chapter 16. The Design Review Application was submitted for all intents and purposes to request for approval for the design of the sixteen (16) units. The application was recommended for denial by the City of McCall P&Z. This application includes an amended Design Review Application to appeal the P&Z decision. This application can be referenced in Section V.

V. Comprehensive Plan Narrative

Reference Section I, Part II, General Information, of this application package.

VI. Phasing Plan:

Thompson Place will not be scheduled in phases, however, Building 4 will be constructed in the future once the Payette Lakes Recreational Water Sewer District (PLRWSD) will allow more than 13 sewer connections. The preliminary timeline for construction has been scheduled as follows:

1. Final Engineering Design
(March 4, 2019 – April 12, 2019)
2. City of McCall, PLRWSD and IDEQ Engineering Approvals
(April 15, 2019 – May 17, 2019)
3. Utility and Off-site Improvements Construction
(May 20, 2019 – July 12, 2019)
4. Building and On-site Improvements Construction
(June 3, 2019 – August 2, 2019)
5. Landscaping and Other Miscellaneous Improvements
(August 5, 2019 – August 23, 2019)
6. Building Occupancy (August 23, 2019)

VII. Site Photos (see Appendix F)

VIII. Plat and Engineering Plans

- a. Existing Conditions (see Appendix I, Drawing 2)
- b. Preliminary Plat (see Appendix I, Drawing 1)
- c. Proposed Improvements (see Appendix I, Drawing 3)
- d. Engineering (see Appendix I, Drawing 3)

IX. Stormwater Certificate (see Appendix H)

SECTION IV
APPLICATION FOR ZON

Section IV

Zoning Map Amendment (ZON) or Zoning Text Amendment (CA) Information

I. Present Land Use

The present land use is a vacant lot currently zoned at Medium Density Residential (R8). This zone is permitted for medium density single family housing development that maintains the traditional residential neighborhoods in the City of McCall. The existing designation of R8 allows for a maximum of eight (8) dwelling units per acre.

II. Proposed Amending Ordinance and Map

The proposed amending ordinance rezones the proposed project site to High Density Residential (R16). This zone is permitted for high density multi-family housing development encouraging a variety of housing opportunities for the community. The proposed amending ordinance map can be referenced in Appendix I, Figure 3 of 3.

III. Proposed Use

The proposed land use changes will be consistent with the surrounding residential area, constructing the property as a multi-family residential housing development. The Thompson Place project consists of a total of sixteen (16) units, four (4) fourplexes. This rezone adheres to the City of McCall's 2018 Comprehensive Plan, which designates the area as High Density Residential for future land use.

IV. Vicinity Map (see Appendix A)

- a. Adjacent Property Owners and Map (see Appendix G)
- b. Existing Zoning Map (see Appendix I, Figure 2 of 3)
- c. Proposed Zoning Map (see Appendix I, Figure 3 of 3)

V. Proposed Changes Statement

By proposing to construct a total of sixteen (16) multi-family housing units, Thompson Place proposes to amend the project site from R8 to R16 to ensure the development of housing opportunities while maintaining the integrity of the McCall residential neighborhood in adherence to the McCall Comprehensive Plan.

VI. Adjacent Property Owners and Map (see Appendix G)

SECTION V
APPLICATION FOR DR

Section V

Design Review Information

I. Project Description

a. General Project Description

indieDwell, a company based out of Boise, Idaho, have designed these sustainable high-quality affordable units. The unit design will be constructed with gable roofs and lap siding. The maximum building height of each fourplex with gable roof is 32'-1". The building height elevations and exterior 3D rendering examples are depicted in Appendix C.

Each unit will be single level and consist of two bedrooms, one bathroom, a kitchen, and a living area totaling at 640 S.F. A model unit floorplan can be referenced in Appendix C. There are four (4) units to a fourplex separated in the middle by a covered stairway/walkway. The stairway will lead to the two (2) upstairs units. The fourplexes will alternate in exterior color between red/tan, sage/tan, and gray/tan. Fourplex 3D renderings can be referenced in Appendix C.

One storage unit will be provided per housing unit for the residences. The storage units will be constructed by Stor-Mor sheds from Meridian, Idaho. The storage units will be located behind each fourplex as indicated on the Proposed Improvements Grading, Drainage, and Utilities Drawing in Appendix I, Drawing 3. Storage 3D renderings will be 6'x16' and can be referenced in Appendix C. The color of the storage units will follow the same color scheme as the housing units and will match the color according to which fourplex it is associated with.

b. Overview of any Numbers/Calculations

i. Please refer to plan sheets in Appendix I, Drawings 1-3.

c. Overview of any Perceived or Actual Outstanding Issues: N/A

II. Plans, Elevations, and Maps

a. Site Plan (see Appendix I, Drawing 3)

i. Lot Size: 49,775 S.F (1.14 acres)

ii. Setbacks

1. Front Setback (Thompson Avenue):

a) Existing: 20 Feet

- b) Proposed: 20 Feet
 - 2. Interior/Side Setback
 - a. Existing: 5 Feet
 - b. Proposed: 5 Feet
 - 3. Rear Setback
 - a. Existing: 10 Feet
 - b. Proposed: 15 Feet
 - iii. Property Frontage
 - 1. Existing: 1,029 Feet
 - 2. Proposed: 1,029 Feet
 - iv. Lot Coverage Calculations (see Appendix I)
 - v. Maximum Building Height
 - 1. Existing: 50 Feet
 - 2. Proposed: 32 Feet
 - vi. Landscaping (existing and proposed): (see Appendix I)
 - vii. Snow Storage: 7,561 S.F.

b. General Plans (see Appendix C and I)

 - i. Elevations and Floor Plans (see Appendix C)
 - ii. Exterior Lighting
 - 1. Each housing unit will have nine (9) overhead exterior lights. Five (5) of the lights will be LED disk lights placed within the interior section of the building where the stairway/walkway is located. The four (4) front porch lights will be Dark Sky Friendly lights to minimize the amount of blue light in the night environment.
 - iii. Utilities (see Appendix I, Drawing 3)
 - iv. Grading (existing and proposed) (see Appendix I, Drawing 3)
 - v. Material Descriptions and Colors

1. Housing Unit

The following is a description and the materials used to construct the exterior and interior of each multi-family unit:

- 2'X6' Exterior framing (all structural lumber to be #2 or Better Douglas Fir/Larch)
- Solid-core steel exterior walls
- Interior framing (all structural lumber to be #2 or Better Douglas Fir/Larch) with F.O. finish
- Solid-core interior doors
- Windows and doors are vinyl double glazed
- Finished floor to be tempered
- Ceiling insulation to be a minimum of R-38
- Gypsum wall board to be attached per IRC
- Recovery Ventilator in every unit to ensure clean fresh air
- Water based paint and epoxies to ensure no VOC's
- Steel-stud interior walls.
- Textured melamine cabinetry with soft close
- Stainless Steel Hardware
- Quartz Countertops
- Delta plumbing fixtures
- Stainless Steel under-mount Sinks
- Solid-surface wood flooring coated with 100% solid non-VOC epoxy resin
- LED Disk Lights
- High-performance Pella Windows
- Frigidaire appliances (Microwave, Stove, Refrigerator)
- Frigidaire Mini-Split Heat Pump and Air Conditioner
- James Hardie Siding with 15 Year Paint Warranty and 30 Year Structural Warranty

2. Storage Unit

The following are the materials used to construct the exterior and interior of each storage unit:

- 2'x6' walls framed at 16" on center
- 6'x16' finished units
- Engineered trusses with a 5/12 pitch, 24" O. C. with 12" overhang
- 36" Steel Entry Doors and a 16"x7" insulated garage door
- Hardboard siding and trim

- Metal shingle roofing
- 4'x3' window

c. Vicinity Map (see Appendix I, Figure 1 of 3)

i. Site Photos (see Appendix F)

ii. Drainage/Stormwater Plans (see Appendix I, Drawing 3)

III. 3D Renderings of Proposed Project (see Appendix C)

IV. Floodplain Development Permit: N/A

APPENDIX A
LAND USE APPLICATION FORM

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
- # \$3,800.00 _____ Planned Unit Development (PUD) General Plan - \$2,000 + \$75/lot or unit
- # _____ Planned Unit Development (PUD) Final Plan - \$500 + \$75/lot or unit
- # \$4,300.00 _____ 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
- # \$1,500.00 _____ 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: Kurt Marostica _____ Email: kmarostica@msn.com _____

Mailing Address: 534 E. Fairbrook Court, Boise, Idaho 83706 _____ Phone: (208) 407-2631 _____

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

Mailing Address: _____ Phone: _____

AGENT/AUTHORIZED REPRESENTATIVE INFORMATION

Applicant/Representative: Crestline Engineers, Inc.: Ashley McDermott/ Antonio Conti _____ Email: amcdermott@crestline-eng.com/aconti@crestline-eng.com _____

Mailing Address: PO Box 981, McCall, Idaho 83638 _____ Phone: (208) 634-4140 _____

PROPERTY INFORMATION

Address(es) of Property: Thompson Avenue, east corner of Thompson Avenue and Park Street _____

Legal Description of Property: NW4 SE4 S9 T18N R3E (Portion of Jake's Landing Condominiums No. 1) _____

Zoning District of Property: R8 _____ Project Sq. Footage (If Applicable): 49,775 S.F. _____

Impact Area City Limits Residential Commercial

LAND USE APPLICATION CONTINUED

PROJECT DESCRIPTION

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

The proposed project consists of the construction of twenty (20) affordable housing units, five (5) fourplexes. This is in addition to the already requested construction of four (4) units, one (1) fourplex, that is to be used as a model unit. The application for Design Review for the entire proposed project of twenty-four (24) units, six (6) fourplexes, has already been submitted. The proposed project is on a vacant lot located on the east corner of Thompson Avenue and Park Street.

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.

Kurt Marostica

Property Owner 1

Signature



Property Owner 2 *(If Applicable)*

Signature

Ashley McDermott/Antonio Conti

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.

APPENDIX B
NEIGHBORHOOD MEETING

July 11, 2018

Dear Neighbors;

My name is Kurt Marostica, along with my wife Eve, we applying to develop the 1.14 acre lot know as Jake's Landing #5.

The project will consist Six Fourplexes. Four buildings will be four 640 sq ft two bedroom one bathroom units. Two buildings will four 960 sq ft three bedroom two bathroom units. The fourplexes are modular units made from shipping containers manufactured in Caldwell by IndieDwell, a Public Benefit Corporation. Their corporate mission is to provide healthy, durable, energy efficient, sustainable and affordable housing for all.

The units come out of the factory with a modern contemporary look with flat roofs. We have the option to add a gable roof. Renderings of both options have been included in this mailing. We would like to have your opinion on which option you prefer.

Our goal for the project is to address the shortage of affordable workforce housing in the McCall area. We intend the units to be own occupied or be used for workforce rentals. Short term rentals will be forbidden. We will meet these goals thru deed restrictions and covenants.

We are planning a meeting Friday July 20th at 5:30 in the McCall Library. If you can not attend the meeting, please send your comments on the project to me at 534 E Fairbrook Ct, Boise ID 83706

Thompson Avenue Development Neighborhood Meeting Sign-In Sheet

July 20, 2018 – McCall Public Library

	NAME	ADDRESS	PHONE NUMBER	EMAIL
1	JACK RISNER	606 Thompson	208 515 4645	Jack.Risner@gmail.com
2	Suzanne Budge	1106 Alpine	208-850-3065	sbs@sbsidaho.com
3	Matt Caldwell	1102 Alpine Street	208-630-4624	matt@mccallproperty-services.com
4	Ellen Ganz	1104 Alpine Street	208-630-3917	ellen@mccallre.com
5	Eve Marostica	534 E. Fairbrook Ct. Bri-e ID 83706	208-272-0861	eve.marostica@msn.com
6	Rocky Bencker	604 Thompson	208 863 6806	xal1323@gmail.com
7	Jen Campbell	601 Thompson	208-469-0151	reuppedgenalya@gmail.com
8	Emmett Price	602 Thompson	208-315-1676	empbn4@gmail.com
9	PETER BORNER	212 El VISTA PO Box 1748	(208) 315-5060	Pborner@outlook.com
10	KEN HARTJUNG	1101 DAVIS AVE P.O. Box 1449	208 630 3267	X
11	GRAHAM PINARD Tanya Pinard	1100 ALPINE ST BOX 4302	208 639 6877	PINARD FAMILY OUTLOOK.COM
12	Dan & Nancy Krahn	906 Ann St	208-634-7518	krahns@frontier.net.net
13	Clyde & Marty Dillon	601 Thompson	208 315 0844	cdillon48@gmail.com

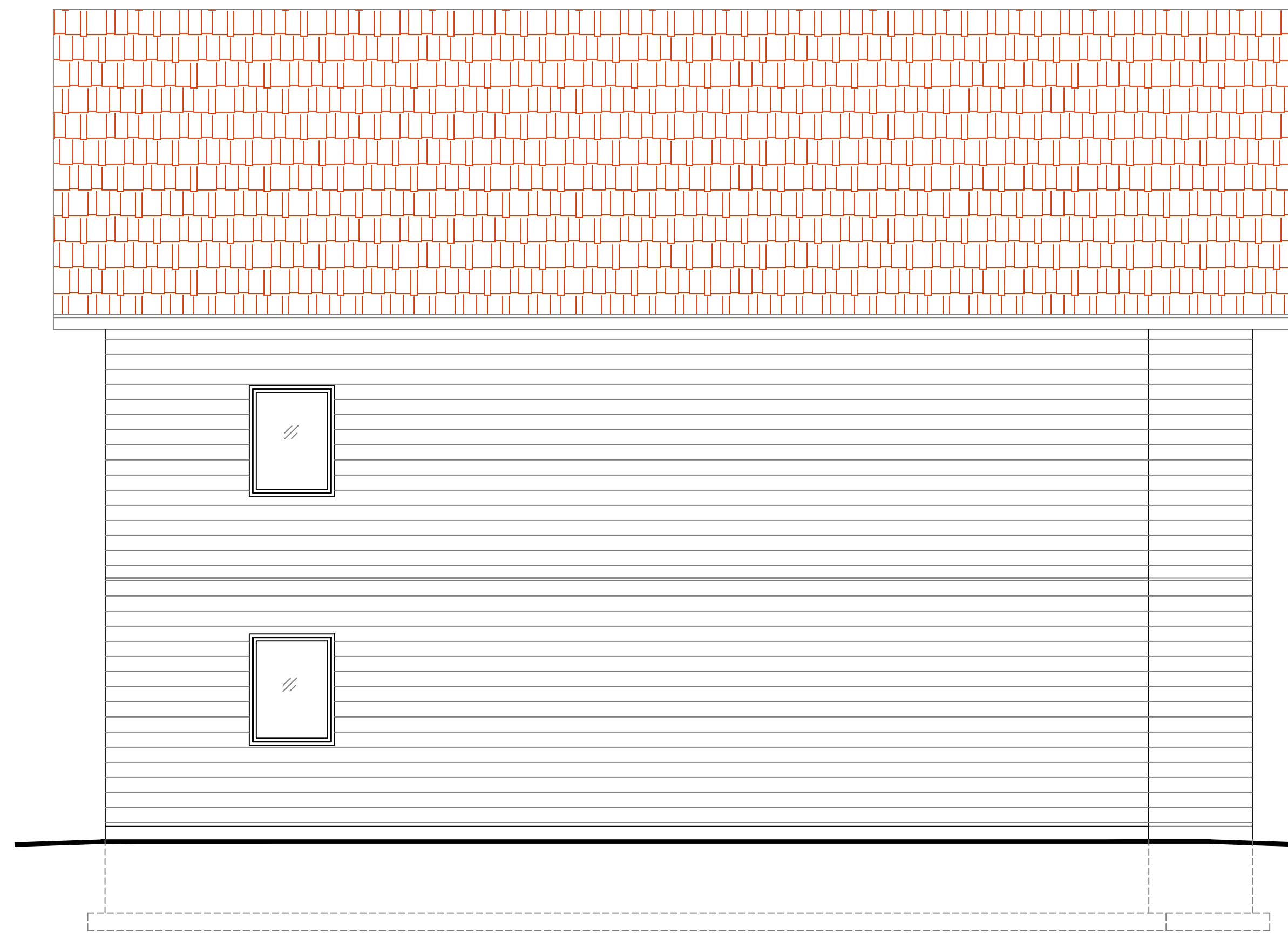
	NAME	ADDRESS	PHONE NUMBER	EMAIL
14	Craig Campbell	601 Thompson Ave #3 McCall ID 83638	208 469 0156	Craig.Campbell@ playlive.nation.com
15	Clyde Dillon	601 Thompson McCall #4	208 315-0844	cdillon482 GMAIL.COM
16	DAN KRAHN	906 Ann St.	208-634-2193	Krahns@frontier.net.net
17				
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29				

APPENDIX C

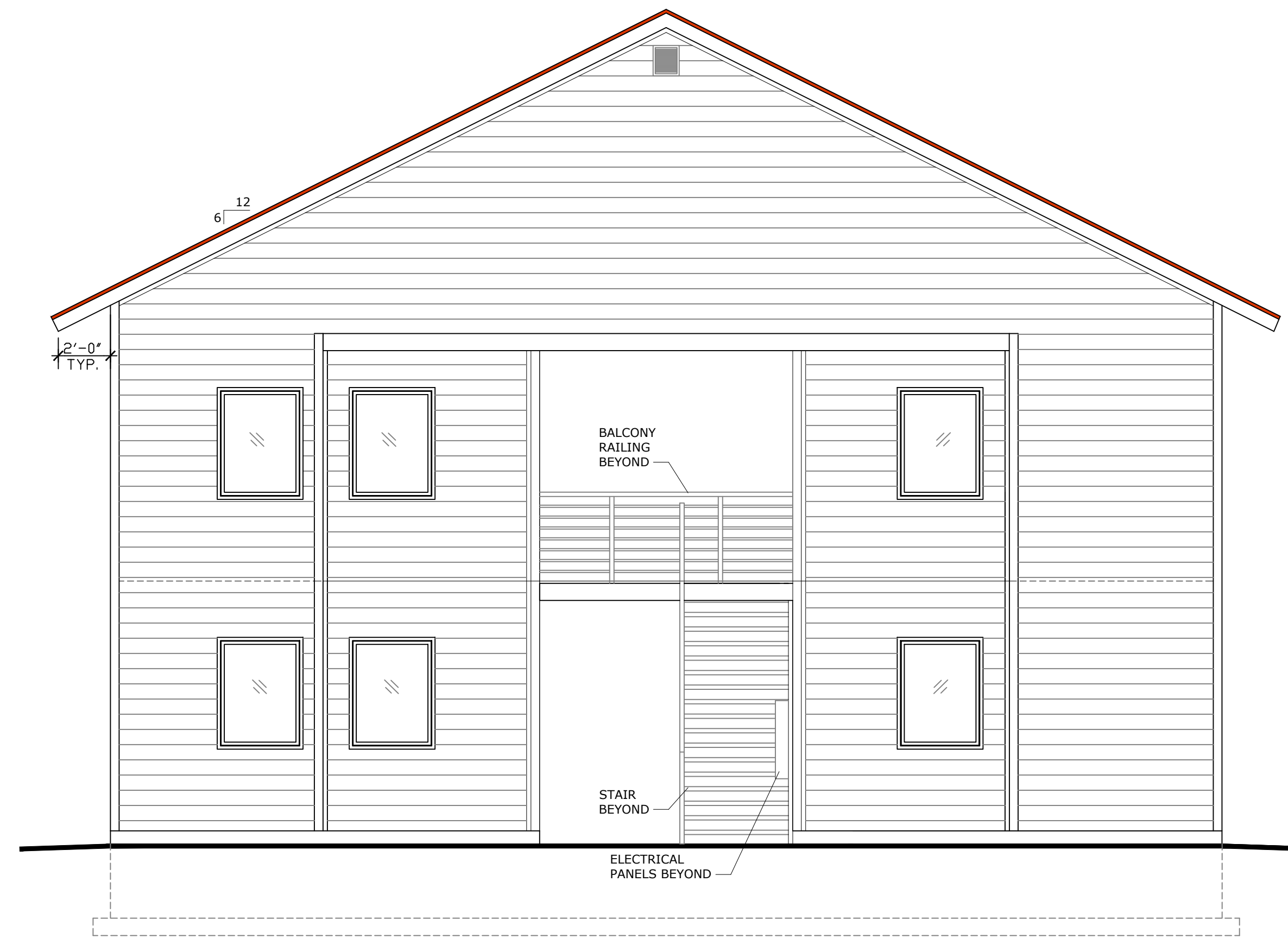
ILLUSTRATIONS OF PROPOSED CHARACTER

Thompson Place - Fourplex 3D Rendering

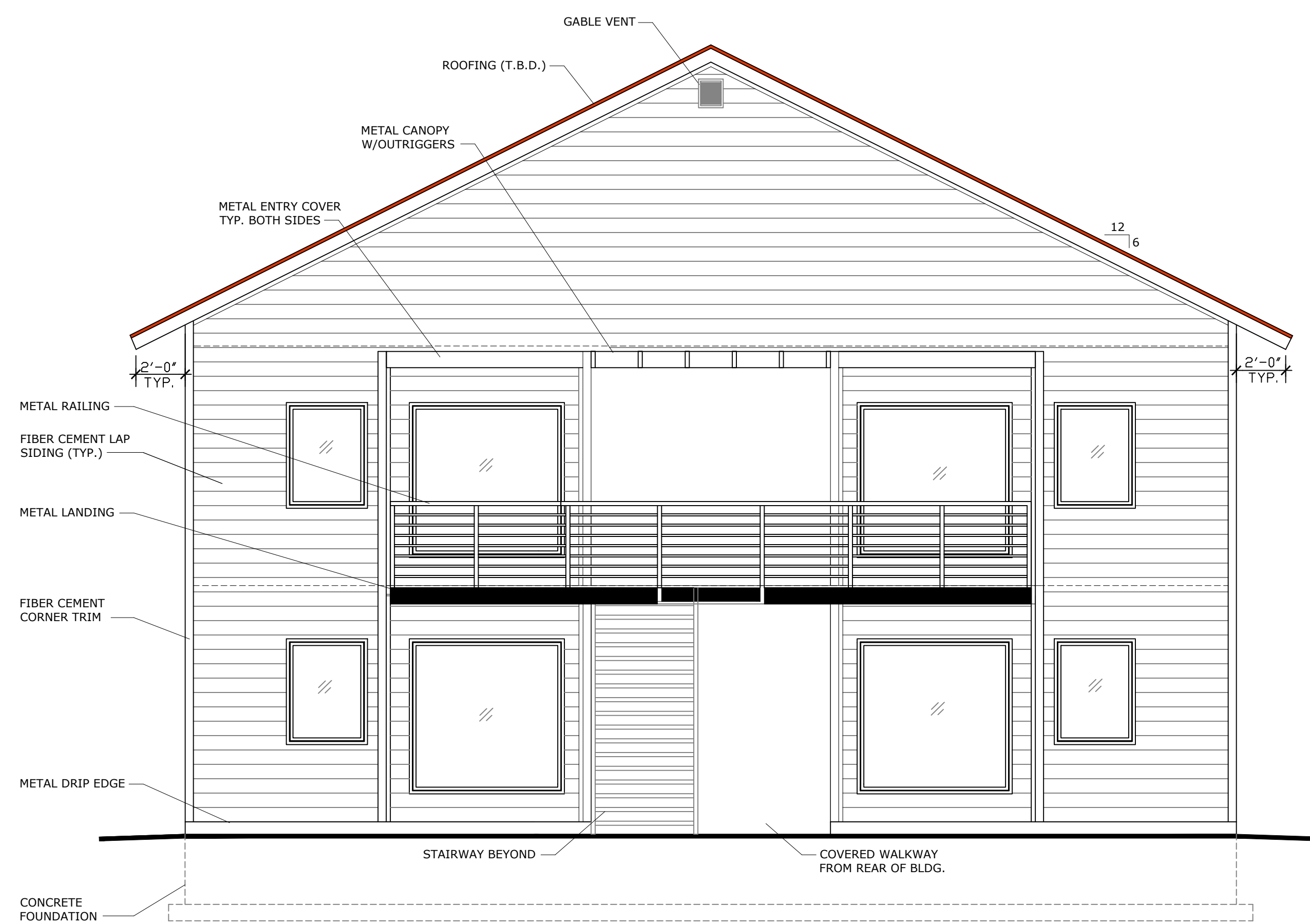




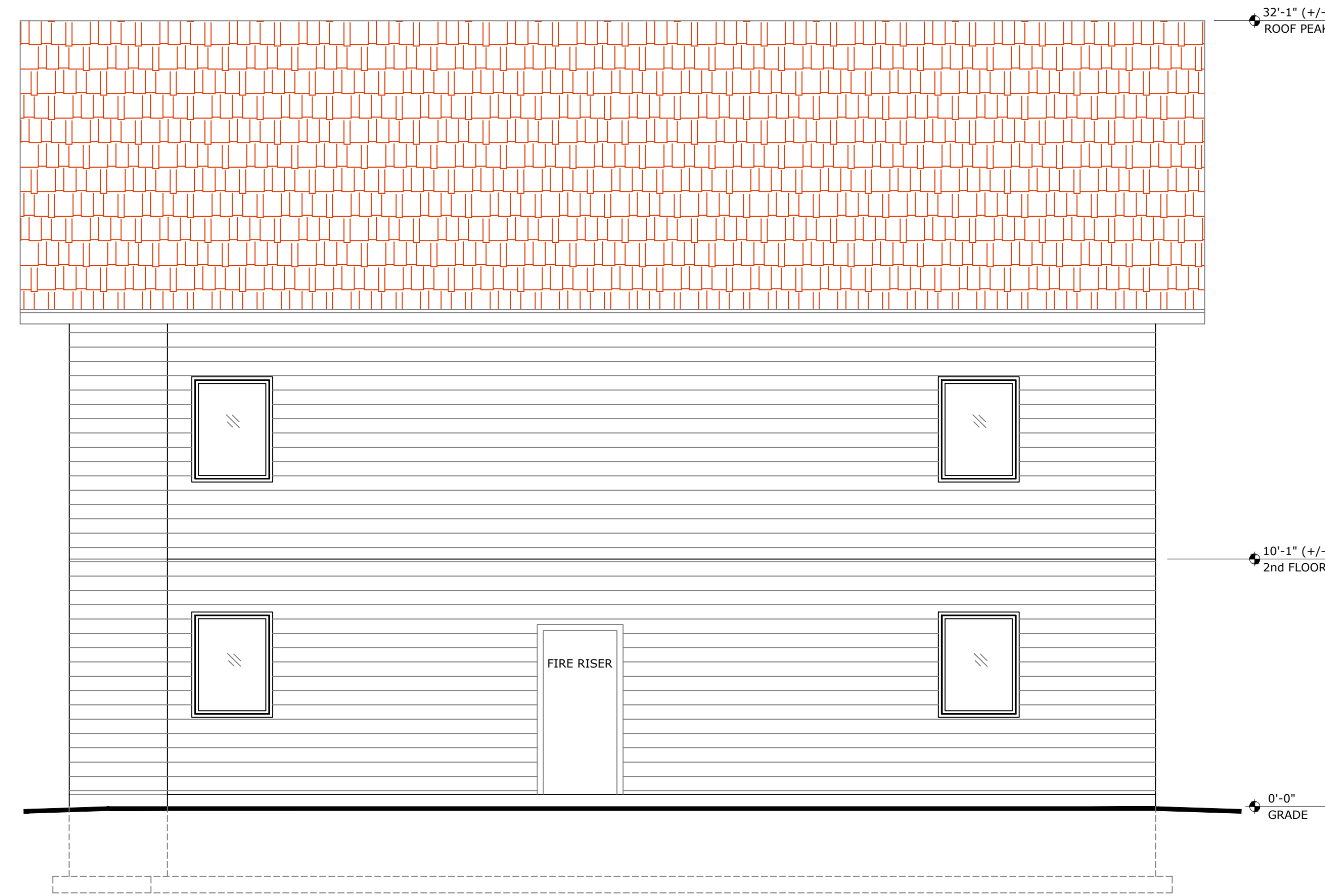
RIGHT ELEVATION - OPTION A
SCALE: 1/4"=1'-0"



REAR ELEVATION - OPTION A
SCALE: 1/4"=1'-0"



FRONT ELEVATION - OPTION A
SCALE: 1/4"=1'-0"



LEFT ELEVATION - OPTION A
SCALE: 1/4"=1'-0"

General Notes

A.4 960 4-Plex Elevations

PRELIMINARY

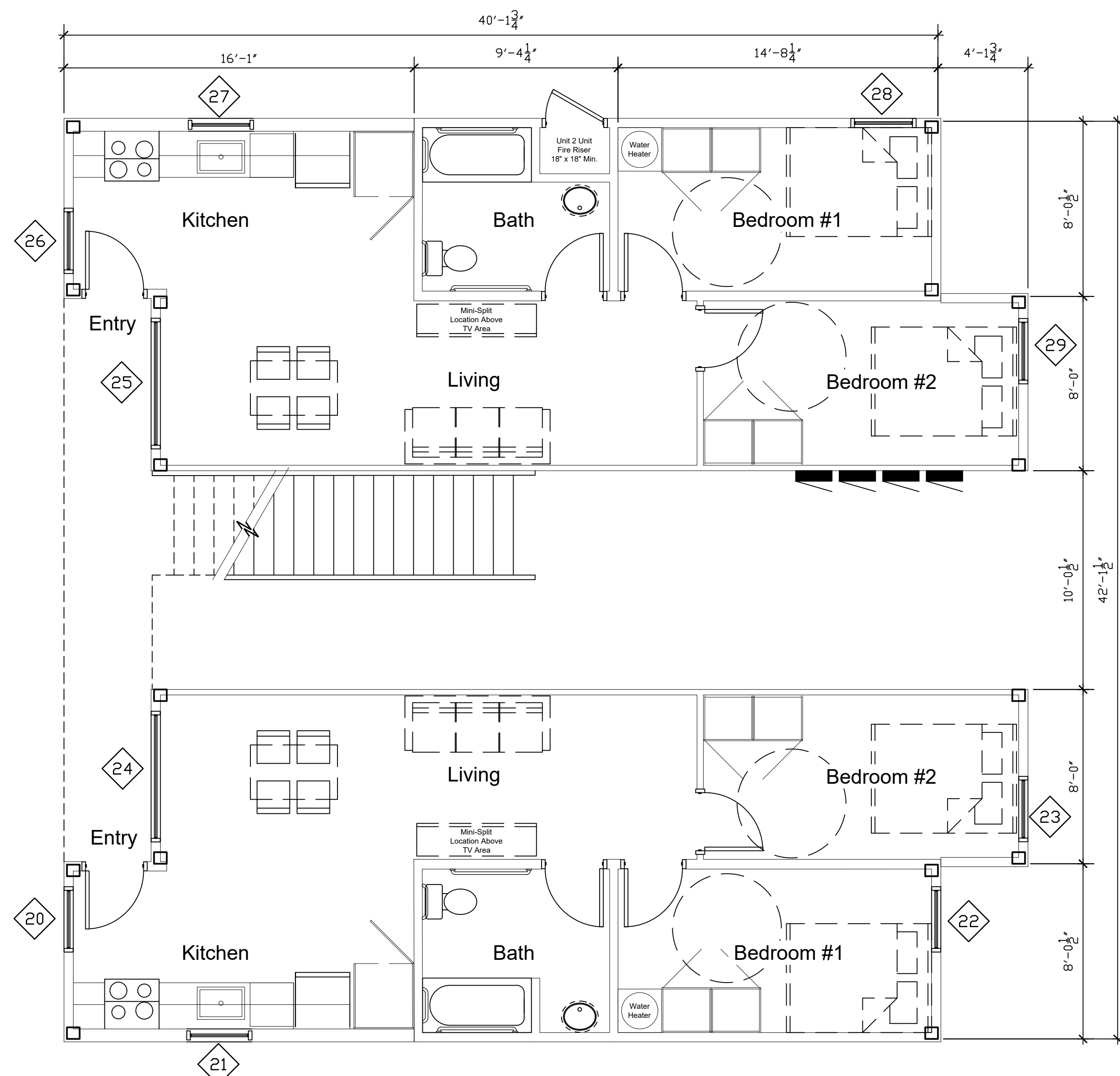
...Marketing\Logos\Indie Dwell Logo.JPG

No.	Revision/Issue	Date

Firm Name and Address
INDIE DWELL
 217 S. 11th Street
 Boise, ID 83702
 SCOTT FLYNN (208)-867-4587
 ERIN SORENSEN (208)-921-2816
 RCE-47761

Project Name and Address
 3520 Arthur St.
 Caldwell, ID 83605

Filename 960_DUPLEX	Sheet A.4
Date 12/30/2018	
Scale AS NOTED	



1 FIRST FLOOR PLAN
SCALE: 1/4"=1'-0" N

DOOR SCHEDULE									
MARK	SIZE			QTY.	GLAZING	LOUVER		MATL	NOTES
	WD	HGT	THK			WD	HGT		
1	3'-0"	6'-8"	2"	2	TEMPERED	?	?	SOLID	---
2	3'-0"	6'-8"	2"	2	N/A	?	?	SOLID	---
3	3'-0"	6'-8"	2"	2	N/A	?	?	SOLID	---
4	3'-0"	6'-8"	2"	2	N/A	?	?	SOLID	---
5	2'-8"	6'-8"	2"	2	N/A	?	?	SOLID	---
6	2'-8"	6'-8"	2"	2	N/A	?	?	SOLID	---
7	2'-8"	6'-8"	2"	2	N/A	?	?	SOLID	---

WINDOW SCHEDULE					
MARK	SIZE		TYPE	QTY.	NOTES
	Width	HEIGHT			
1	6'-0"	2'-0"	FIX	2	VINYL
2	2'-8"	4'-0"	L-CSTM	2	EGRESS
3	2'-8"	4'-0"	L-CSTM	2	EGRESS
4	2'-8"	4'-0"	L-CSTM	2	EGRESS
5	2'-0"	2'-0"	AWING	2	VINYL
6	2'-8"	4'-0"	L-CSTM	2	VINYL
7	6'-0"	6'-0"	FIX	2	VINYL
8	2'-8"	4'-0"	L-CSTM	2	EGRESS

FINISHED SPACE SQFT.
Main Level: 1920 SQFT.
Total Finished: 1920 SQFT.

GENERAL NOTES:

- WALL HEIGHT IS DICTATED BY EXISTING CONTAINER ENVELOPE & REQUIRED CEILING STRUCTURE (UNLESS NOTED OTHERWISE)
- 2X6 EXTERIOR FRAMING (SEE PLANS FOR WALL LOCATIONS. (ALL STRUCTURAL LUMBER TO BE #2 OR BETTER DOUGLAS FIR / LARCH).
- INTERIOR WALL USE 2-1/2" PROSTUD 20 EQ 125 WALL (250PDS125-22-08) 16" O.C. INTERIOR TYP. WHERE NO PLUMBING EXISTS UNLESS NOTED OTHERWISE. (ALL STRUCTURAL LUMBER TO BE #2 OR BETTER DOUGLAS FIR / LARCH).
- WINDOWS TO BE VINYL DOUBLE GLAZE LOW E .35 OR BETTER U-VALUE UNLESS NOTED OTHERWISE.
- ALL GLAZING IN DOORS, SLIDING PATIO DOORS, SHOWER AND BATH ENCLOSURES, WINDOWS WHERE NEAREST EXPOSED EDGE OF THE GLAZING IS WITHIN A 24" ARCH OF EITHER VERTICAL EDGE OF THE DOOR IN A CLOSED POSITION & FIXED PANELS GREATER THAN 9 SQFT. W/ LOWEST EDGE LESS THAN 18" ABOVE THE FINISHED FLOOR TO BE TEMPERED. (SEE PLANS)
- CEILING INSULATION TO BE MINIMUM R-38.
- SHOWER ENCLOSURES TO HAVE A MINIMUM HEIGHT ABOVE DRAIN INLET OF 70" W/ APPROVED WATER RESISTANT BACKING.
- ALL ACCESSORIES (TOWEL BARS, GRAB BARS, DISPENSERS, ETC.) SHALL BE SEALED TO PROTECT STRUCTURAL ELEMENTS FROM MOISTURE.
- GYPSUM WALL BOARD TO BE ATTACHED PER IRC R-702.3.6
- DUE TO DIFFERENT CORRUGATION AND SPACING AROUND THE SHIPPING CONTAINER DOORS FRAME INCORPORATED OPENINGS WITH 1"X4"X1/8"(OR 1"X3"X1/8") TUBE STEEL AND SPACE THE 3RD SIDE WITH 1-1/4"X1/8" TUBE STEEL.
- DIMENSIONS TO INTERIOR WALLS ARE F.O. FINISH
- CEILING HEIGHT TO COMPLY WITH IRC R305.1

REQUIRED CODES:

PLANS AND SPECIFICATIONS ARE DESIGNED TO MEET OR EXCEED CURRENT ADOPTED CODES FOR THE STATE OF IDAHO AND LOCAL JURISDICTIONS. SEE LISTED CODES BELOW:

- 2015 IBC - INTERNATIONAL BUILDING CODE
- 2012 ICEE - INTERNATIONAL ENERGY CONSERVATION CODE (RESIDENTIAL ONLY W/IDAHO AMENDMENTS)
- 2012 IRC - INTERNATIONAL RESIDENTIAL CODE
- 2012 IMC - INTERNATIONAL MECHANICAL CODE
- 2012 IFGC - INTERNATIONAL FUEL GAS CODE
- 2017 NEC - NATIONAL ELECTRICAL CODE
- 2017 ISPC - IDAHO STATE PLUMBING CODE

ENERGY COMPLIANCE IECC:

ENERGY CERTIFICATE AND TESTING IS REQUIRED AND WILL COMPLY WITH IRC R401.3 & R402.4.1.2.

THERMAL ENVELOPE TO COMPLY WITH IRC R402.4.1 AND INSTALLATION R402.4.1.1

FENESTRATION AIR LEAKAGE TO COMPLY WITH IRC R402.4.3

LIGHTING EQUIPMENT TO COMPLY WITH IRC R404.1

INSULATION SYST. NOTES:

WALL SYST. U-FACT. 0.045 Btu/h ft² °F, R-21.25

CEILING SYST. U-FACT. 0.019 Btu/h ft² °F, R-50.44

CRAWL WALL SYST. U-FACT. 0.0625 Btu/h ft² °F, R-16

KEYNOTES:

- FOR MINI SPLIT, FURR WALL 8" PROVIDE BACKING (SEE INSTALL SPECS.) DROP CONDENSATION TUBE DOWN TO CRAWL AND FEED TO RIM JOIST
- CDX PLY 3/8" FOR FLOORING WITH 10 MIL. VISQUEEN VAPOR BARRIER UNDERNEATH
- DRAIN PAN & DRAIN TO EXTERIOR
- PLACE HOSE BIBB THROUGH BASE OF CONTAINER WALL. USE WALL CAVITY BETWEEN ROOMS IF NEEDED AS SPACE TO DROP SERVICE TO CRAWL
- 2 1/2" MTL STUDS (FLAT) TO PROVIDE PLUMB SURFACE FOR CABINET MOUNTING. TYP. AT ALL CONTAINER WALL LOCATIONS
- USE STANDARD TUBE FOR EXTERIOR WINDOW AND DOOR OPENINGS 4" X 2" X 1/8" SEE ENG. TYP.
- USE EXISTING CONTAINER DOORS, REMOVE LOCKING HARDWARE, SPOT WELD, (SEE ENG.) TYP.
- PROVIDE 2x LUMBER SPACER TO ATTACH Z-METAL (TYP.)
- 3-5/8" PROSTUD 20 EQ 125 WALL (362-POS-125-19) 16" O.C INTERIOR WALLS W/PLUMBING TYP.
- 4" DRYER VENT THROUGH WALL
- EGRESS WINDOW
- ERV LOCATED IN CRAWL. INTAKE AND RETURN AIR TO RUN THROUGH FURRED WALL BETWEEN BATHROOM 2 AND BEDROOM 4, CONDENSATION TUBE TO EXTERIOR
- 5' FIBERGLASS BATH/SHOWER INSERT
- 3' x 4' FIBERGLASS SHOWER INSERT
- 18" VANITY AND VESSEL SINK
- 15" MIN. CLEAR EITHER SIDE OF CL
- CRAWL ACCESS THROUGH STEEL PLATE 18" x 24" MIN.
- 27" DRAIN PAN & DRAIN
- MINI SPLIT CONDENSATION TUBE, THROUGH RIM JOIST
- TRANSFER FAN THROUGH FLOOR (QTY. 8) TYP.
- PASSIVE VENT ABOVE BEDROOM DOOR (QTY. 8) TYP.
- GUTTERS TO BE INSTALLED ABOVE ENTRY DOORS
- WASHER DRYER CABINET
- REFRIGERATOR
- ELECTRIC RANGE
- MICROWAVE
- SINK WITH DISPOSAL
- DISHWASHER

MECH & ELEC NOTES:

- ALL APPLIANCES ARE ELECTRIC AND DO NOT GENERATE A SPARK OR FLAME.
- DRYER, KITCHEN, BATH FANS, AND GAS FIRED WATER HEATERS ARE TO BE VENTED TO THE OUTSIDE AND DISCHARGED AT LEAST 3' - 0" FROM ANY OPENINGS INTO THE BUILDING.
- ALL PLUMBING VENTS TO BE PLACED REAR SIDE OF ROOF RIDGE.
- ERV TO VENT CRAWL TO COMPLY WITH IRC R408.3
- WHERE DWELLINGS CONTAIN FUEL BURNING APPLIANCES OR HAVE ATTACHED GARAGES, CARBON MONOXIDE ALARMS SHALL BE INSTALLED PER IRC R315.1

General Notes

A.3 960 4-Plex First Floor Plan

PRELIMINARY

.....\Marketing\Logos\Indie Dwell Logo.JPG

No.	Revision/Issue	Date

Firm Name and Address

INDIE DWELL
217 S. 11th Street
Boise, ID 83702
SCOTT FLYNN (208)-867-4587
ERIN SORENSEN (208)-921-2816
RCE-47761

Project Name and Address

3520 Arthur St.
Caldwell, ID 83605

Filename	Sheet
960_DUPLEX	A.3
Date	12/07/2018
Scale	AS NOTED



APPENDIX F
SITE PHOTOS



Photo 1 – Property Facing North



Photo 2 – Property Facing East



Photo 3 – Property Facing South



Photo 4 – Property Facing West

Photos Facing Outward From the Property











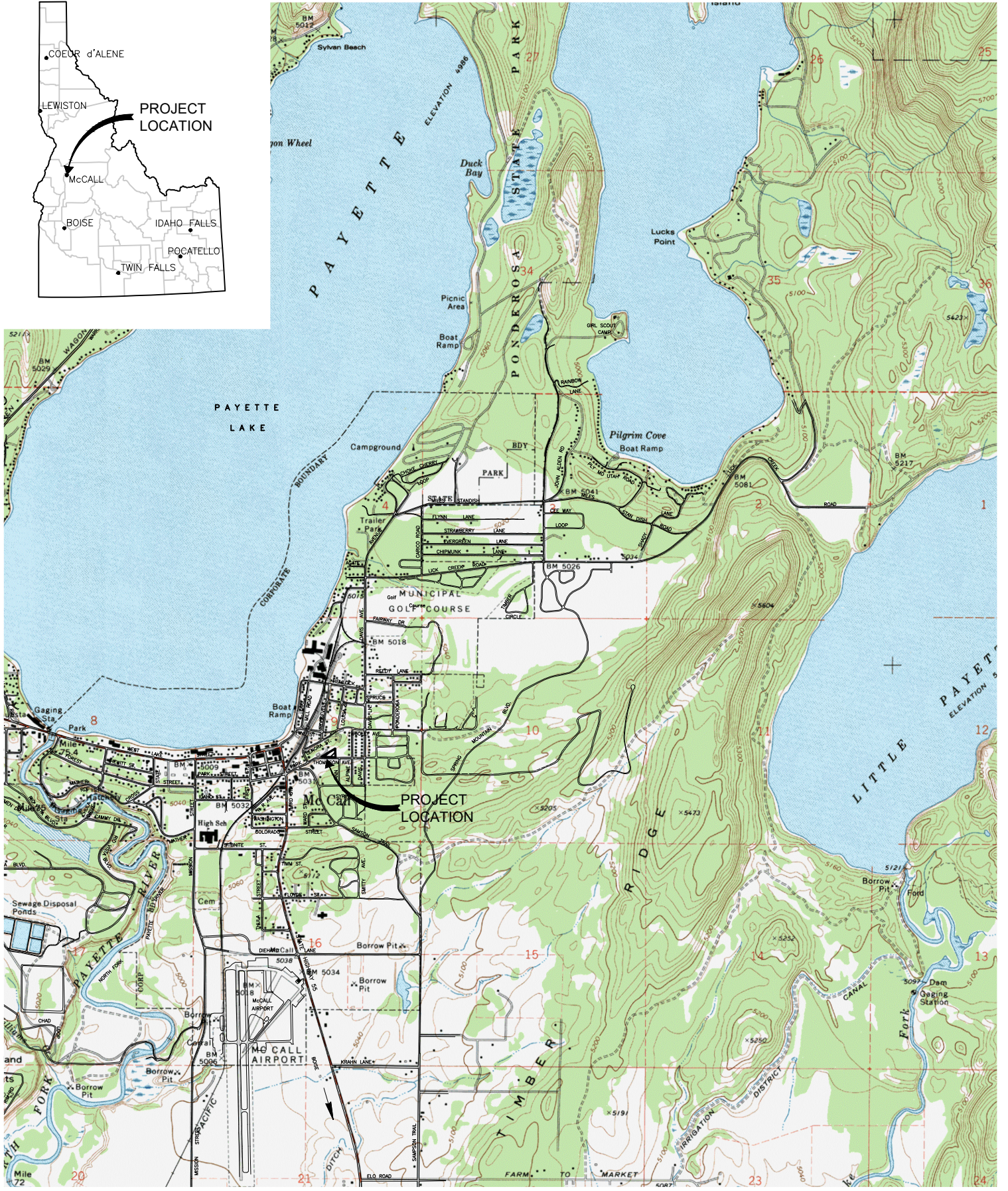
Additional Photos





APPENDIX I

MAPS AND DRAWINGS

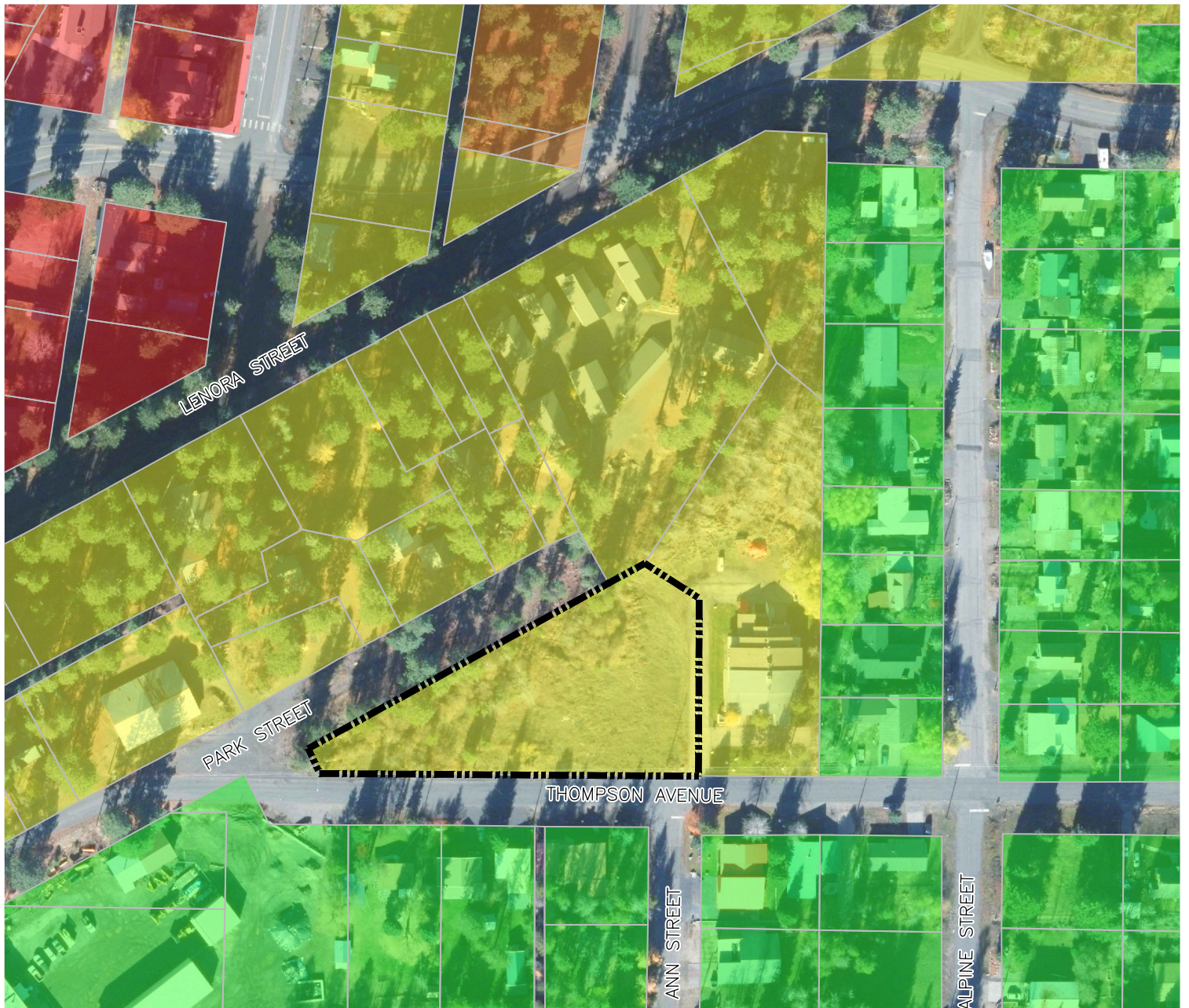


NORTH
SCALE: 1" = 3000'









CRESTLINE
ENGINEERS
323 DEINHARD LANE, SUITE C · PO BOX 2330
McCALL, IDAHO 83638
208.634.4140 · 208.634.4146 FAX

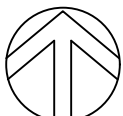
THOMPSON PLACE
McCALL, IDAHO
VICINITY MAP

PROJECT	18022	DRAWN	FIGURE NO.
DATE	1/18/2019	AMC	1 OF 3



LEGEND:

-  THOMPSON PLACE DEVELOPMENT BOUNDARY
-  APPROXIMATE PARCEL BOUNDARY
-  CIVIC
-  CENTRAL BUSINESS DISTRICT
-  COMMUNITY COMMERCIAL
-  HIGH DENSITY RESIDENTIAL (R16)
-  MEDIUM DENSITY RESIDENTIAL (R8)
-  LOW DENSITY RESIDENTIAL (R4)



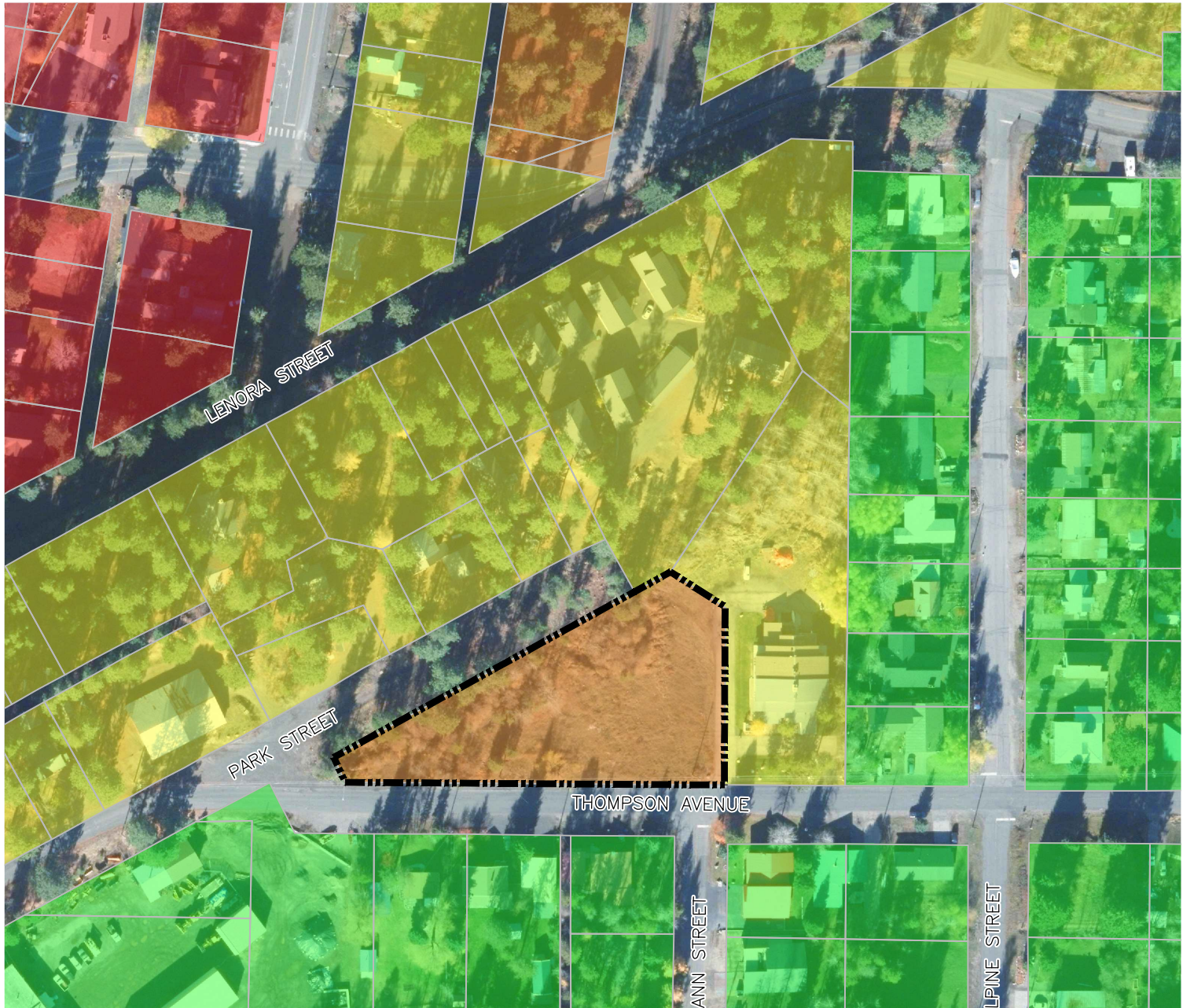
NORTH
SCALE: 1" = 150'

CRESTLINE
ENGINEERS









323 DEINHARD LANE, SUITE C · PO BOX 2330
McCALL, IDAHO 83638
208.634.4140 · 208.634.4146 FAX

THOMPSON PLACE
EXISTING ZONING MAP

PROJECT	18022	DRAWN	FIGURE NO.
DATE	1/18/2019	AMC	2 OF 3



LEGEND:

-  THOMPSON PLACE DEVELOPMENT BOUNDARY
-  APPROXIMATE PARCEL BOUNDARY
-  CIVIC
-  CENTRAL BUSINESS DISTRICT
-  COMMUNITY COMMERCIAL
-  HIGH DENSITY RESIDENTIAL (R16)
-  MEDIUM DENSITY RESIDENTIAL (R8)
-  LOW DENSITY RESIDENTIAL (R4)



NORTH
SCALE: 1" = 150'

CRESTLINE
ENGINEERS

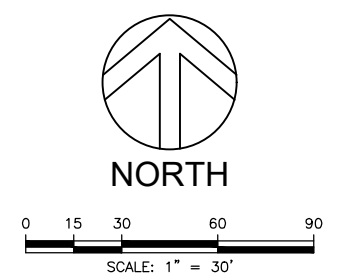
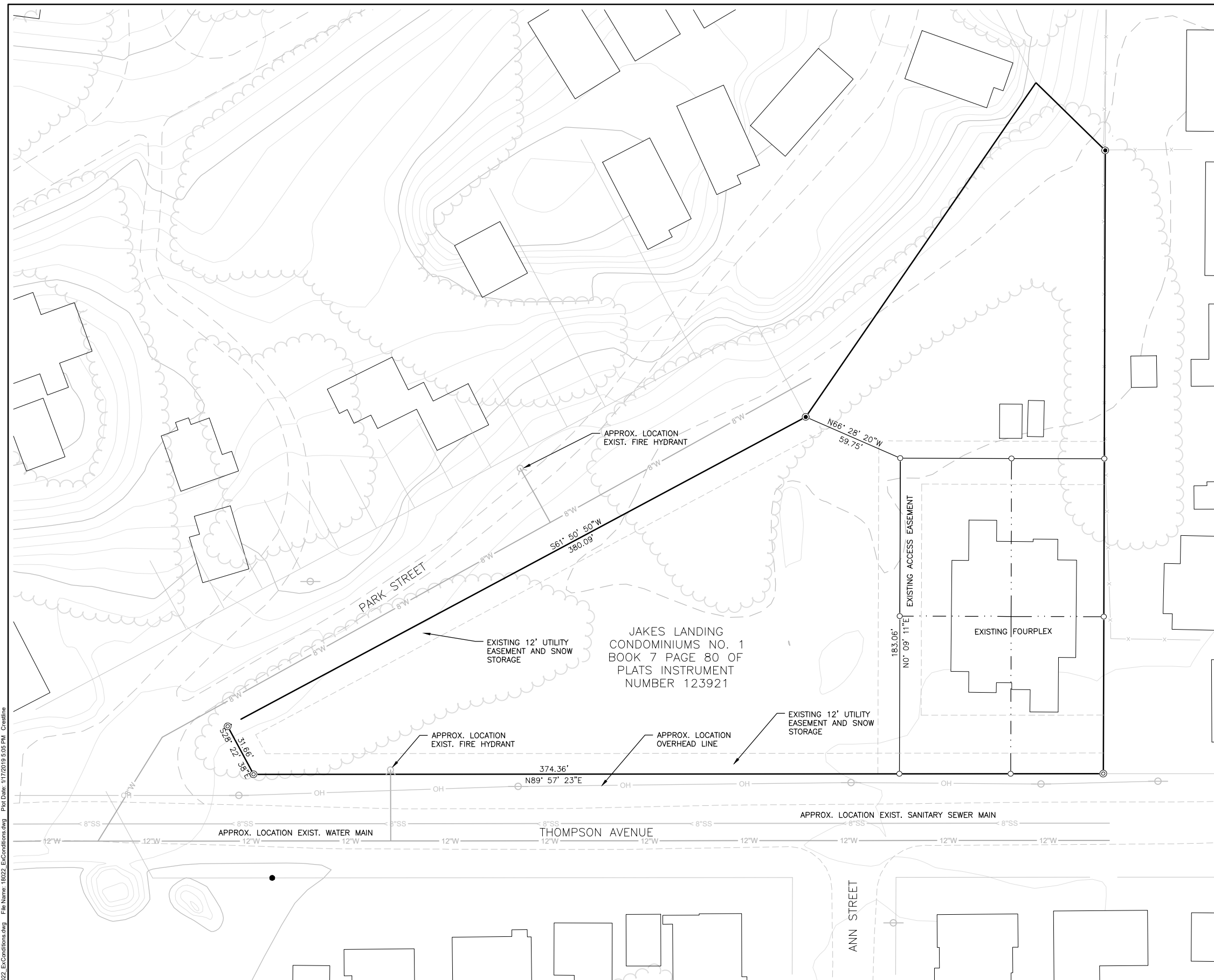
323 DEINHARD LANE, SUITE C · PO BOX 2330
McCALL, IDAHO 83638
208.634.4140 · 208.634.4146 FAX

THOMPSON PLACE
PROPOSED ZONING MAP

PROJECT	18022	DRAWN	FIGURE NO.
DATE	1/18/2019	AMC	3 OF 3

NOTES:

1. THE TOPOGRAPHIC AND BASE MAP DATA SHOWN ON THIS PLAN IS BASED UPON A COMBINATION OF MAPPING PROVIDED BY SECESH ENGINEERING, INC. AND COPYRIGHTED GIS DATA FROM THE CITY OF McCALL, AND MAY NOT BE COPIED OR REPRODUCED WITHOUT EXPRESS WRITTEN CONSENT FROM THE CITY OF McCALL.
2. EXISTING TOPOGRAPHIC AND BASE MAP DATA AS SHOWN ON THIS PLAN IS APPROXIMATE AND SHOULD BE USED FOR VISUAL PURPOSES AND/OR FOR A CONCEPTUAL UNDERSTANDING OF THE EXISTING FEATURES ONLY. IF PRECISE INFORMATION IS NEEDED, A COMPLETE SURVEY OF THE PROPERTY SHOULD BE PERFORMED.



Path: H:\Projects\18022\Civil\Drawings\18022_ExcConditions.dwg File Name: 18022_ExcConditions.dwg Plot Date: 1/17/2019 5:05 PM Crestline

NO.	REVISION	BY	DATE	DESIGN
1.	CITY OF MCCALL USE APPLICATION SUBMITTAL	AMC	7/24/2018	AMC
2.	CITY OF MCCALL RESUBMITTAL	AMC	8/14/2018	DRAWN
3.	CITY OF MCCALL RESUBMITTAL	GTT	1/18/2019	AMC
				CHECKED
				APPROVED

**PRELIMINARY
DRAFT NOT FOR
CONSTRUCTION**

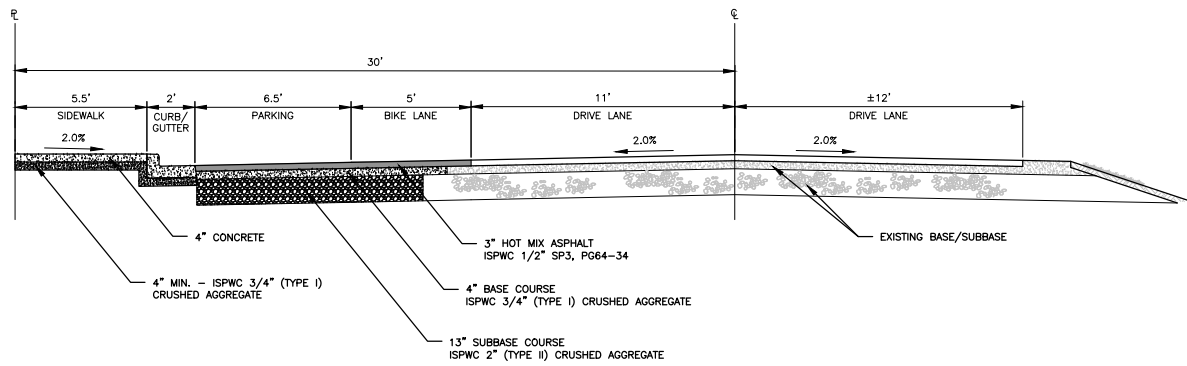
CRESTLINE
ENGINEERS

323 DEINHARD LANE, SUITE C · PO BOX 2330
McCall, IDAHO 83638
208.634.4140 · 208.634.4146 FAX

THOMPSON PLACE
McCALL, IDAHO

EXISTING PHYSICAL CONDITIONS AND
NATURAL FEATURES MAP

VERIFY SCALE	
BAR IS ONE INCH ON FULL SIZE DRAWING	1"
PROJECT	18022
DATE	1/18/2019
DRAWING NO.	

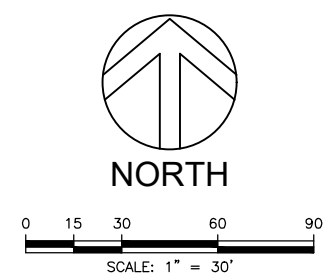
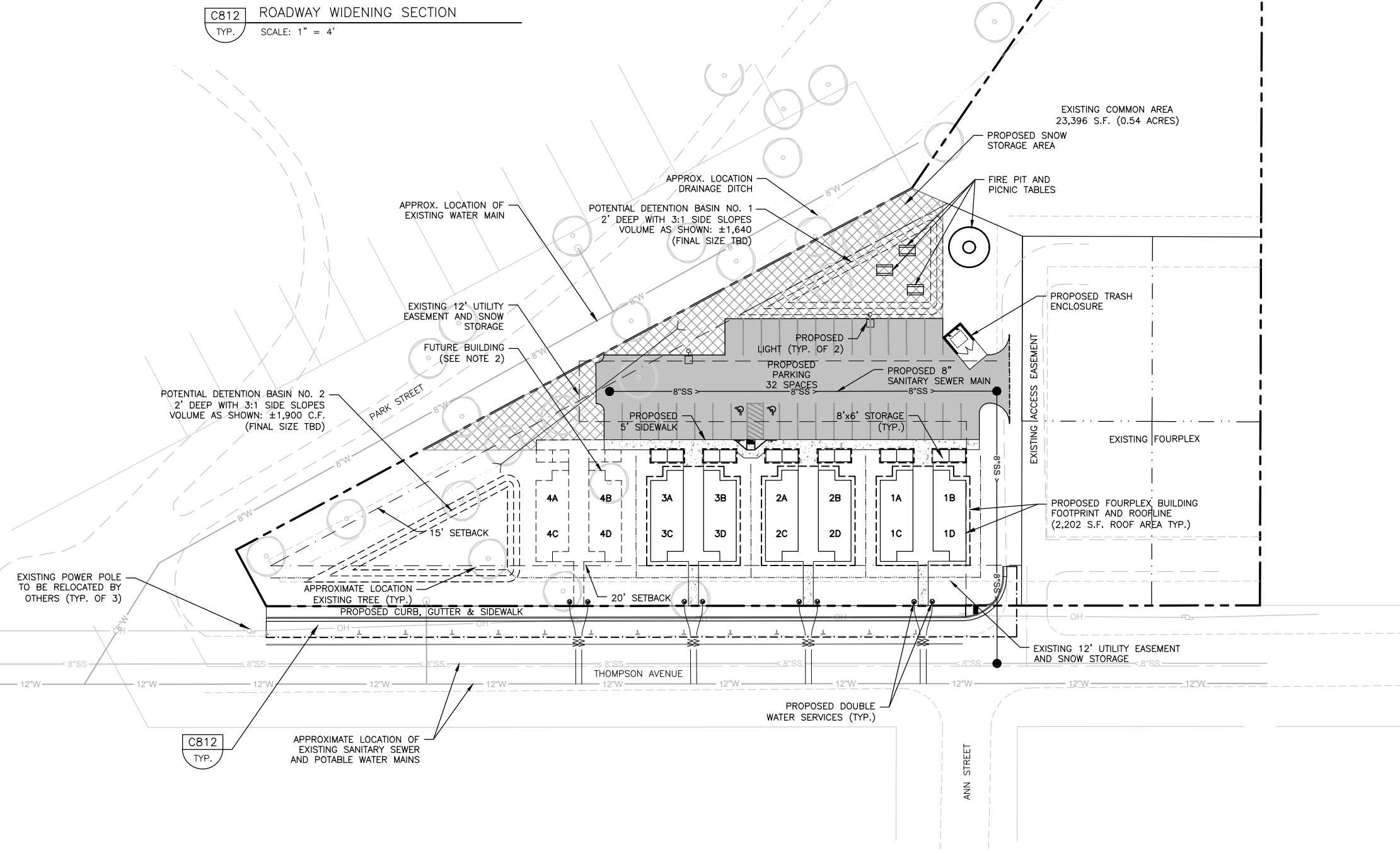


C812 ROADWAY WIDENING SECTION
 TYP. SCALE: 1" = 4'

- NOTES:**
1. THE BASE MAP DATA SHOWN ON THIS PLAN IS BASED ON A COMBINATION OF MAPPING PROVIDED BY SECESH ENGINEERING, INC. AND COPYRIGHTED GIS DATA FROM THE CITY OF McCALL, AND MAY NOT BE COPIED OR REPRODUCED WITHOUT EXPRESS WRITTEN CONSENT FROM THE CITY OF McCALL.
 2. EXISTING ZONE R8
 PROPOSED ZONE R16
 PROPOSING 4-FOURPLEX BUILDINGS FOR A TOTAL OF 16 UNITS, APPROX. 640 S.F. PER UNIT.
 BUILDING 4 WILL BE CONSTRUCTED IN THE FUTURE ONCE PLRWSO WILL ALLOW MORE THAN 13 SEWER CONNECTIONS.
 3. PARKING REQUIRED 2.5 PER UNIT = 40 SPACES
 PARKING PROVIDED = 32 SPACES (2 PER UNIT)
 POTENTIAL STREET PARKING = 14 SPACES
 4. STORAGE UNITS (MAX. 6'x8") WILL BE PROVIDED FOR EACH UNIT. THERE ARE FOUR (4) STORAGE UNITS PER STRUCTURE (TYP.) FOR A TOTAL OF 16 AT BUILD-OUT.

LOT COVERAGE/DEVELOPMENT CONDITIONS			
	S.F.	PERCENT BY AREA	ADJUSTED TOTAL (S.F.)
TOTAL PROJECT AREA	49,775 (1.14 ACRES)		
BUILDING FOOTPRINT	8,110	16.3%	
WALKWAYS, PATIOS	1,175	2.4%	
DRIVEWAY, SURFACE PARKING	10,462	21.0%	
LANDSCAPED AREAS (VEGETATED)	30,028	60.3%	
TOTAL	49,775	100%	
TOTAL AREAS TO BE PLOWED	11,637	33%	3,879
SNOW STORAGE PROVIDED	7,561	65%	

	SITE PLAN ELEMENT (FEET)	
	EXISTING	PROPOSED
FRONT SETBACK (THOMPSON AVENUE)	20	20
INTERIOR/SIDE SETBACK	5	5
REAR SETBACK	10	15
PROPERTY FRONTAGE	1,029	1,029
MAXIMUM BUILDING HEIGHT	50	32



Path: \\projects\18022\Civil\Drawings\18022_LandUseApplication.dwg File Name: 18022_LandUseApplication.dwg Plot Date: 1/18/2019 9:08 AM Crestline

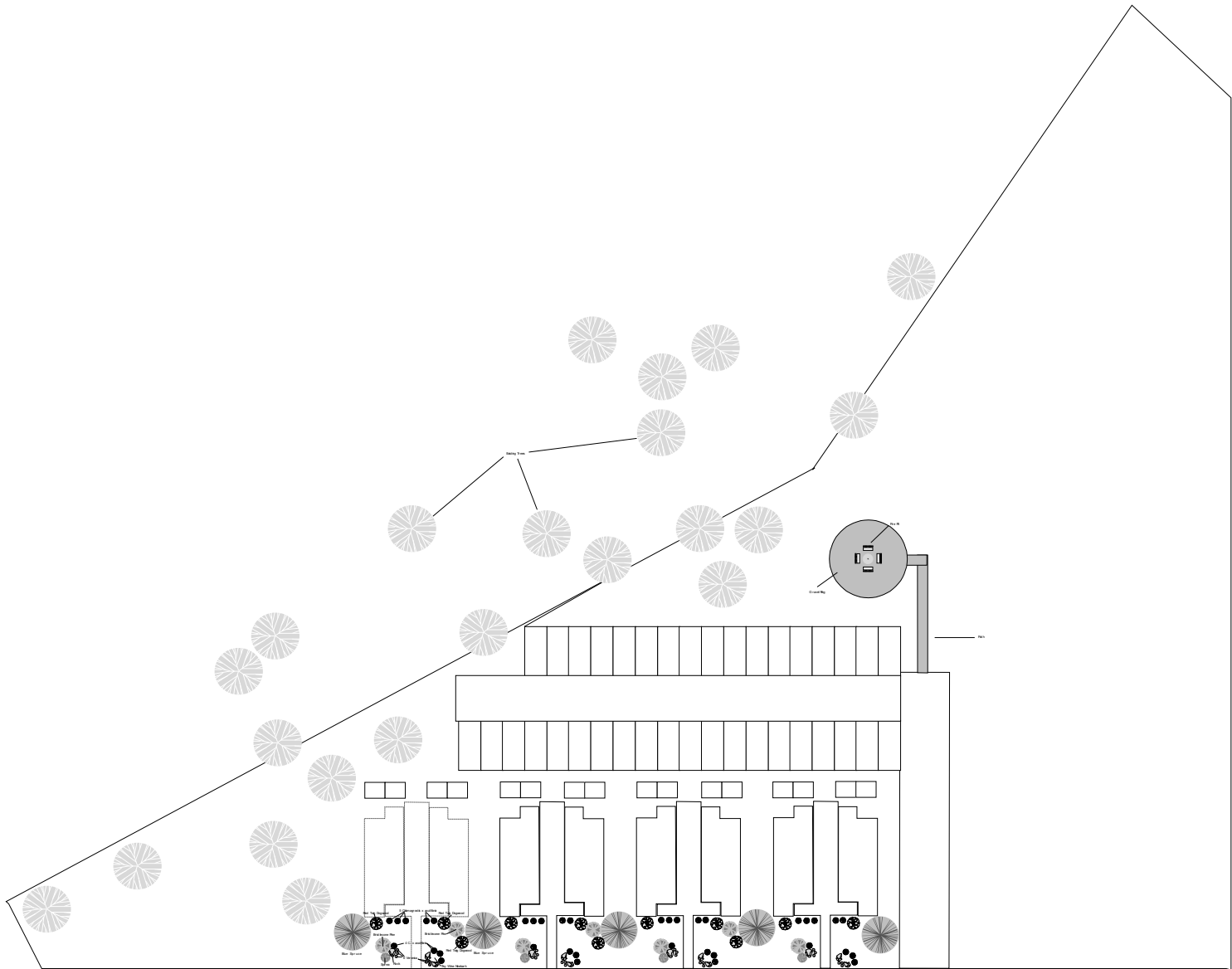
NO.	REVISION	BY	DATE	DESIGN
1.	CITY OF MCCALL USE APPLICATION SUBMITTAL	AMC	7/24/2018	AMC
2.	CITY OF McCALL RESUBMITTAL	AMC	8/14/2018	DRAWN
3.	CITY OF McCALL RESUBMITTAL	GTT	1/18/2019	AMC
				CHECKED
				APPROVED

**PRELIMINARY
 DRAFT NOT FOR
 CONSTRUCTION**

CRESTLINE ENGINEERS
 323 DEINHARD LANE, SUITE C · PO BOX 2330
 McCall, IDAHO 83638
 208.634.4140 · 208.634.4146 FAX

THOMPSON PLACE
McCALL, IDAHO
 PROPOSED IMPROVEMENTS
 GRADING, DRAINAGE, AND UTILITIES

VERIFY SCALE	
BAR IS ONE INCH ON FULL SIZE DRAWING	1"
PROJECT	18022
DATE	1/18/2019
DRAWING NO.	
3	



<p>Project Name: [Blank]</p>	<p>Scale: 1/8" = 1'-0"</p>	<p>Date: 02/14/2014</p>	<p>Project Number: [Blank]</p>	<p>Site Plan - [Blank]</p>	<p>Site Plan - [Blank]</p>
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APPENDIX J

OPINION OF PROBABLE CONSTRUCTION COST

THOMPSON PLACE
THOMPSON AVENUE PUBLIC INFRASTRUCTURE IMPROVEMENTS
OPINION OF PROBABLE CONSTRUCTION COST
Based upon Preliminary Design Drawings dated 1/18/2019

Prepared by: Crestline Engineers, Inc.
Date: 1/18/2019

No.	ISPCW Spec.	Description	Unit	Estimated Quantity	Unit Price	Estimated Cost
DIVISION 200 - EARTHWORK						
1	201.4.1.D.1	Removal of Asphalt	SY	55	\$9.50	\$522.50
2	202.4.1.A.1	Excavation (Assume 4" thickness under concrete and 20" thickness under asphalt)	CY	210	\$5.50	\$1,155.00
					SUBTOTAL	\$1,677.50
DIVISION 300 - TRENCHING						
3	307.4.1.F.1	Saw cut Type "P" (Asphalt Roadway)	LF	420	\$2.00	\$840.00
					SUBTOTAL	\$840.00
DIVISION 600 - CULVERTS AND STORM DRAINS						
4	601.4.1.A.5.A	15" Storm Drain Pipe Class SDR 35 PVC	LF	350	\$45.00	\$15,750.00
5	602.4.1.G.1	Inlet Catch Basin - Type I	EA	2	\$2,600.00	\$5,200.00
					SUBTOTAL	\$20,950.00
DIVISION 700 - CONCRETE						
6	706.4.1.A.5	Standard 6-inch Vertical Curb & Gutter	LF	405	\$28.00	\$11,340.00
7	706.4.1.E.1	Concrete Sidewalks, Thickness 4"	SY	215	\$60.00	\$12,900.00
8	706.4.1.H.1	Pedestrian Ramp w/Detectable Warning Domes	EA	1	\$2,250.00	\$2,250.00
					SUBTOTAL	\$26,490.00
DIVISION 800 - AGGREGATES AND ASPHALT						
9	802.4.1.A.1.A	Crushed Aggregate Base, Type I (3/4") (under sidewalk, 4" thickness)	CY	35	\$45.50	\$1,592.50
10	802.4.1.A.1.B	Crushed Aggregate Base, Type I (3/4") (Under road, 4" thickness)	CY	40	\$45.50	\$1,820.00
11	802.4.1.A.1.C	Crushed Aggregate Base, Type II (2") (Under road, 13" thickness)	CY	130	\$39.00	\$5,070.00
12	802.4.1.A.1.D	Final Subgrade Preparation (Roadway)	SF	3,215	\$0.25	\$803.75
13	810.4.1.A.1	Hot Mix Asphalt Pavement (Roadway, 3" thickness)	TON	60	\$110.00	\$6,600.00
					SUBTOTAL	\$15,886.25
DIVISION 1000 - CONSTRUCTION STORMWATER BMPs						
14	1001.4.1.A.1	Erosion & Sediment Control	LS	1	\$2,500.00	\$2,500.00
					SUBTOTAL	\$2,500.00
DIVISION 1100 - TRAFFIC						
15	1103.4.1.A.1	Construction Traffic Control	LS	1	\$2,000.00	\$2,000.00
16	1104.4.1.B.1	Permanent Pavement Markings	SF	160	\$3.50	\$560.00
17	1105.4.1.E.1	Permanent Signing, Steel Post, and Anchor	EA	5	\$375.00	\$1,875.00
					SUBTOTAL	\$4,435.00
DIVISION 2000 - MISCELLANEOUS						
18	2010.4.1.A.1	Mobilization	LS	1	\$7,500.00	\$7,500.00
19	2010.4.1.A.1.2	Construction Survey/Staking	LS	1	\$2,500.00	\$2,500.00
					SUBTOTAL	\$10,000.00
SPECIAL PROVISIONS						
20	SP-1	Materials/Compaction Testing and Documentation (See Note 3)	LS	1	\$5,000.00	\$5,000.00
21	SP-2	Underground Overhead Utilities (See Note 3)	LS	1	\$70,000.00	\$70,000.00
					SUBTOTAL	\$75,000.00

Construction Estimate Subtotal	\$157,778.75
Total Construction Subtotal	\$157,778.75
Contingency (25%)	\$39,444.69
Design Survey/Engineering and CE&I (20%)	\$31,555.75
Total Construction Estimate	\$228,779.19

NOTES:

- Quantities are based upon preliminary design drawings prepared by Crestline Engineers, Inc. Quantities and the associated costs may change upon additional engineering and/or based upon potential review comments.
- Estimated Cost as shown are based upon 2018 Unit Prices obtained from bids provided by local excavation contractors.
- Special Provisions items include estimated/assumed costs and are listed for budgetary purposes only. Actual estimates for these items are encouraged.
- Estimate is for street widening improvements including sidewalk curb & gutter within the City right-of-way along the Thompson Ave. frontage only and does not include costs associated with other off-site or on-site improvements.
- Estimate does not include costs associated with the construction of driveways or other site improvements from City streets to proposed buildings.
- Estimate does not include costs associated with sanitary sewer and domestic water main line/service improvements.
- Estimate does not include costs associated with water and sewer service connections or extensions from stub-out/meter to proposed buildings.
- Estimate does not include costs associated with water and sewer connection fees.
- Estimate does not include costs associated with propane systems or design.
- Estimate does not include topsoil placement over disturbed areas.

APPENDIX K

COVENANTS, CONDITIONS & RESTRICTIONS (CC&Rs)

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THOMPSON PLACE SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THOMPSON PLACE SUBDIVISION is made effective as of the ____ day of _____, by JarMar Investments, L.L.C., an Idaho limited liability company (“Grantor” and “Class B Member”).

TABLE OF CONTENTS

	Page
ARTICLE I: REITALS	1
1.1 Property Covered	1
1.2 Purpose of Declaration	1
ARTICLE II: DECLARATION	1
ARTICLE III: DEFINITIONS	1
3.1 "Apartment"	1
3.2 "Articles"	2
3.3 "Assessments"	2
3.4 "Association"	2
3.5 "Board"	2
3.6 "Builder"	2
3.7 "Building"	2
3.8 "Bylaws"	2
3.9 "Common Area"	2
3.10 "Declaration"	2
3.11 "Grantor"	2
3.12 "Improvement"	2
3.13 "Thompson Place Subdivision"	2
3.14 "Limited Assessment"	2
3.15 "Lot"	3
3.16 "Member"	3
3.17 "Occupant"	3
3.18 "Owner"	3
3.19 "Person"	3
3.20 "Plat"	3
3.21 "Private Street"	3
3.22 "Property"	3
3.23 "Regular Assessment"	3
3.24 "Special Assessment"	3
3.25 "Supplemental Declaration"	3
ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS	4
4.1 Buildings – General	4
4.2 Landscaping	5
4.3 Buildings Exteriors and Roofs	5
4.4 Excavation	5
4.5 Antennae	6

4.6 No Temporary Structures	6
4.7 Parking	6
4.8 Large Trucks	6
4.9 Unsightly Articles; Nuisances	6
4.10 No Hazardous Activities	7
4.11 Exterior Energy Devices; Lights	7
4.12 Storage	7
4.13 Animals/Pets	7
4.14 Drainage	8
4.15 Signs	8
4.16 Insurance Rates	8
4.17 No Further Subdivision	8
4.18 Exemption of Grantor	8
4.19 Adoption of Rules	9
4.20 Annexation	9
ARTICLE V: THOMPSON PLACE OWNERS ASSOCIATION	9
5.1 Organization of Thompson Place Owners Association	9
5.2 Membership	9
5.3 Voting	9
5.4 Board of Directors and Officers	10
5.5 Powers and Duties of the Association	10
5.6 Personal Liability	15
5.7 Budgets and Financial Statements	15
5.8 Meetings of Association	16
5.9 Set-up Fee	16
ARTICLE VI: RIGHTS TO COMMON AREA	17
6.1 Use of Common Area	17
6.2 Damage	17
ARTICLE VII: ASSESSMENTS	18
7.1 Covenant to Pay Assessments	18
7.2 Regular Assessments	19
7.3 Special Assessments	19
7.4 Limited Assessments	19
7.5 Uniform Rate of Assessments	19
7.6 Assessment Period	20
7.7 Notice and Assessment Due Date	20
7.8 Estoppel Certificate	20
7.9 Special Notice and Quorum Requirements	20

ARTICLE VIII: ENFORCEMENT OF ASSESSMENTS; LIENS	20
8.1 Right to Enforce	20
8.2 Assessments Liens	21
8.3 Method of Foreclosure	21
8.4 Required Notice	22
8.5 Subordination to Certain Trust Deeds	22
8.6 Rights of Mortgagees	22
ARTICLE IX: EASEMENTS	22
9.1 Easements of Encroachment	22
9.2 Easements of Access	23
9.3 Drainage, Irrigation and Utility Easements	23
9.4 Rights and Duties Concerning Utility Easements	23
9.5 Disputes as to Sharing of Costs	23
9.6 General Landscape Easement	23
ARTICLE X: MISCELLANEOUS	24
10.1 Term	24
10.2 Amendment	24
10.3 Mortgage Protection	25
10.4 Notices	25
10.5 Enforcement and Non-Waiver	25
10.6 Interpretation	26
10.7 Successors and Assigns	26
10.8 Mortgagees' Right to Satisfy Obligations of the Association	26

ARTICLE 1: RECITALS

1.1 Property Covered. The property subject to this declaration is located in the City of McCall, County of Valley, State of Idaho, and is more particularly described in Exhibit A attached hereto and made part hereof (the "Property").

1.2 Purpose of Declaration. Thompson Place Subdivision is a residential development, which Grantor currently intends to develop as an apartment rental community commonly known as Thompson Place Apartments in accordance with existing development approvals obtained from the City of McCall and documented in the City of McCall files, or any other development plan(s) for which Grantor may from time to time obtain approval. The purpose of the Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, plans and equitable servitudes (collectively, the "Restrictions") that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to preserve the Property's value, desirability and attractiveness, and to guarantee adequate maintenance of the Common Area, and the improvements located thereon.

ARTICLE II: DECLARATION

Grantor hereby declares that the Property, and each Lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, 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. The terms, covenants, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, 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, shall inure to the benefit of every Lot, parcel or portion of the Property and any interest therein, and shall inure to the benefit of and be binding upon Grantor, Grantor's successors in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner or such Owner's successors in interest, or by the Association.

Notwithstanding the foregoing, no provision of the Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, including the Common Area or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales or leasing. Further, nothing in this Declaration shall be construed to limit Grantor's right to annex additional real property into the Property.

ARTICLE III: DEFINITIONS

3.1 "Apartment" shall mean an individual residential living unit within a Building. Each Building shall contain four (4) Apartments.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THOMPSON PLACE SUBDIVISION -- 1

3.2 "Articles" shall mean the Articles of incorporation of the Association or other organizational or charter documents of the Association.

3.3 "Assessments" shall mean those payments required of Owners and Association Members.

3.4 "Association" shall mean Thompson Place Owners Association, Inc., a non-profit corporation organized or to be organized under the laws of the State of Idaho, its successors and assigns.

3.5 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, or the Association.

3.6 "Builder" shall mean JarMar Investment LLC, an Idaho limited liability company.

3.7 "Building" shall mean a multi-family residential improvement constructed on a Lot with four (4) separate and distinct Apartment.

3.8 "Bylaws" shall mean the Bylaws of the Association.

3.9 "Common Area" shall mean as any area designated on the final Plat thereof, which Common Area shall include, without limitation, the private drives and drive aisles (including Public Streets, if any), storm water drainage facilities, landscaping, walkways, sidewalks, curbs, private utilities (if any), entry signs, and other amenities and equipment for the use and enjoyment of the Owners, the Occupants, tenants, licensees and invitees in the Thompson Place Subdivision.

3.10 "Declaration" shall mean this Declaration as it may be amended from time to time.

3.11 "Grantor" shall mean JarMar Investment, LLC, and Idaho limited liability company, and any successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by JarMar Investments, LLC.

3.12 "Improvements" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property including, without limitation, Buildings, fences, streets, drives, driveways, sidewalks, curbs, landscaping, signs, lights, street lights, electrical lines, pipes, pumps, ditches, ponds, and fixtures of any kind whatsoever.

3.13 "Thompson Place Subdivision" shall mean the Property. The Thompson Place Subdivision may also be referred to as "Thompson Place Apartments" for marketing and leasing purposes.

3.14 " Limited Assessment" shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, including interest thereon as provided in this Declaration.

3.15 "Lot" shall mean one or more lots as specified or shown on any Plat upon which Buildings and Improvements may be constructed.

3.16 "Member" shall mean each person or entity holding a membership in the Association.

3.17 "Occupant" shall mean a person lawfully residing in an Apartment within a Building.

3.18 "Owner" shall mean the Person or other legal entity, including Grantor, holding fee simple interest of record to a Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding the Builder and those Persons having such interest merely as security for the performance of an obligation.

3.19 "Person" shall mean any individual, partnership, corporation or other legal entity.

3.20 "Plat" shall mean any subdivision plat covering any portion of the Property as recorded at the office of the county Recorder, Valley County, Idaho, as the same may be amended by duly recorded amendments thereto.

3.21 "Private Street" shall mean all streets, alleys, cul-de-sacs and other roadways within the Property that are private streets for the use of all residents and guests of the Property and not dedicated to the City of McCall as public streets. Without limiting the foregoing, "Private Streets" shall include all driveways, drive aisles and parking facilities in the Property.

3.22 "Property" shall mean those portions of the real property comprising the Thompson Place Subdivision described herein including each Lot, parcel and portion thereof and interest therein , including all water rights associated with or appurtenant to such real property.

3.23 "Regular Assessment" shall mean the portion of the cost of maintaining, improving, repairing, managing and operating the Common Area and all improvements thereon, all costs associated with marketing, leasing, and providing resident services to the Thompson Place Subdivision, the costs of maintaining the exterior of all Buildings in a uniform manner, and the other costs of the Association which are to be levied against the Property and paid by each Owner to the Association, pursuant to the terms hereof or the terms of this Declaration.

3.24 "Special Assessment" shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessment which are authorized and to be paid by each Owner to Association, pursuant to the provisions of the Declaration.

3.25 "Supplemental Declaration" shall mean an supplemental declaration including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property.

ARTICLE IV; GENERAL AND SPECIFIC RESTIRCTIONS

4.1 Building – Generally: All buildings are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by the Declaration.

4.1.1 Use of Buildings and Apartments: All Lots identified on the Plat shall be used for multi-family residential uses only on an ownership, rental or lease basis. Grantor intends to construct, or cause to be constructed, in the Property three (3) Buildings, with twelve (12) Apartments therein. Each Owner shall provide the Association or its designated management company with a current set of keys for each Apartment in such Owner's Building, and the foregoing shall be a continuing obligation so that replacement keys are provided to the Association or its designated management company each time an Apartment or the Building, as the case may be, is rekeyed. No Building or Apartment therein shall be rented, leased or used for transient or hotel purposes, which for the purposes of the Section 4.1.1 shall mean rental of less than one (1) month. Apartments may only be rented or leased to Occupants who are employed within McCall for at least one (1) years time. Without limiting the foregoing, the property management company selected by the Association, on behalf of the Owners and the Association, shall market and advertise all Apartments for lease, screen all potential Occupants, assist with execution of the lease agreements and otherwise manage all other activities relating to the lease and rental of each Apartment pursuant to the terms of a separate agreement between the Association and such property management company so selected. All leases for an Apartment shall be in writing, shall require the Persons so leasing the Apartment to comply with the terms of this Declaration and rules promulgated by the Association, and failure to so comply with the governing documents shall be a default under the Lease. Notwithstanding the execution of any lease for any Apartment, the Owner of each Building shall remain liable for all obligations under this Declaration including, without limitation, the payments of Assessments.

4.1.2 No Accessory Structures. Detached structures shall not be allowed in the Property. No shed, barn, detached greenhouse or outbuilding, basketball hoop or court or any sports court of any kind, animal run, trampoline, playhouse or any other play structure, tree house, batting cage, tennis court, swimming pool, clothesline or any other accessory structure or equipment shall be erected upon, moved onto or maintained upon any Lot or Common Area by any Owner or Occupant. The foregoing shall not limit the Grantor's right or the Association's right to erect, place, construct or maintain such accessory structures or equipment in the Common Area.

4.1.3 Exterior of Buildings. No change shall be made in the colors of paint, stain, or other exterior finish to a Building without prior written approval by the Association. The visual harmony and aesthetic appeal of the Buildings on the Lots being of mutual concern to all Owners and having a direct bearing on the value of Lots and Buildings and Improvements thereon, the Association shall have the right to control the texture, design and color scheme of the outside walls and roofs of all structures erected upon the Lots, and to require landscaping. Each Building shall have a separate defined entry for use by the Building's Owners and Occupants.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THOMPSON PLACE SUBDIVISION -- 4

4.1.4 Location on Lot. Unless otherwise specifically approved in writing by the Association, all Buildings shall be placed within the applicable building setbacks approved by McCall City for each lot. All utility facilities and/or systems used in connection with a Lot shall be placed underground.

4.1.5 Completion of Construction. Once any Owner of a Lot (except for Grantor or Builder) shall have commenced the construction of a Building in compliance with the Restrictions herein, such construction shall be completed within one (1) year thereafter. The term "commenced the construction" as used in this subparagraph 4.1.5 shall mean the start of actual physical construction activities upon such Building upon such Lot including, without limitation, earthwork, foundations, and construction of the Building.

4.2 Landscaping. Grantor, at Grantor's sole cost and expense, shall install all initial landscaping in the Thompson Place Subdivision, including all landscaping on the Common Area and each Lot, and installation of an automatic sprinkler system on the Common Area and each Lot. Following the installation of the initial landscaping on each Lot, the Association shall maintain the landscaping on each Lot in a clean and safe condition, free of debris or any hazardous condition. All costs incurred by the Association for landscaping, irrigating and maintaining the landscaping on the Lots shall be charged by the Association to each Owner as part of the Regular Assessment. Without limiting the foregoing, no Owner or Occupant shall place on any Lot or Common Area artificial flowers or trees, bird baths, statues or other lawn art, without the prior consent of the Associations, which consent may be withheld in the Association's sole discretion. If so approved, none of the foregoing shall be placed or erected on any Lot or Common Area so as to obstruct or interfere with the maintenance activities of the Association. No fences, patio or boundary walls (except for any Property perimeter fencing erected by Grantor) may be constructed on any Lot without the express written consent of the Board, which consent shall be conditioned on size, height and materials imposed by the Board.

4.3 Building Exteriors and Roofs. Nothing shall be caused or permitted to be hung, erected or displayed on the outside of any Building or on the roof thereof including, without limitation, awnings, canopies, shutters, window boxes, or other items in, on or over any patio, porch or balcony, which items may be visible from the exterior of such Building or any other Building in the Property without the consent of the Board, which consent may be withheld in the Board's sole discretion. Without limiting the foregoing, seasonable holiday decorations may be hung or displayed on any Building so long as such seasonal holiday decorations are not displayed more than thirty (30) days before and thirty (30) days after the holiday for which they are displayed.

4.4. Excavation. No excavation for stone, sand, gravel, earth or minerals shall be made upon a Lot unless such excavation is necessary in connection with the construction of an approved structure thereon. Without limiting the foregoing, no Owner shall change the grade or slope of any Lot without the express consent of the Board, which consent may be withheld in the Board's sole discretion. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in or under a Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in or under any Lot. No derrick or other structure design for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THOMPSON PLACE SUBDIVISION -- 5

4.5 Antennae. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be erected or maintained on the Property unless it is approved by and located or screened in a manner acceptable to the Board. Grantor and the Board shall have the power to limit the size and device and require such specific areas and methods of replacement of any such device as the Board deems appropriate in order to render the installation as inoffensive as possible to other Owners and Occupants.

4.6 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual or visitor use), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property.

4.7 Parking. Each Apartment shall be assigned one (1) parking space in the Common Area. Additionally, parking spaces located in the Common Area are restricted to use or parking of operative motor vehicles. Visitors and guests of Owners and Occupants of Thompson Place Subdivision shall be required to park in designated parking spaces (or in driveways or garages, as described in the Section), unless otherwise provided for by the Association or the Board. No vehicle owned or driven by the Owner of a certain Building or Occupant of a certain Apartment shall park on the driveway of another Building, or on a common driveway directly in front of another Building (without the consent of the Owner or Occupants of such other Building). No vehicle shall be left on any driveway shard by any Buildings so as to block the entry to or exit of vehicles from any Building. Motor homes, campers, trailers, all-terrain or recreational vehicles, and boats, or similar equipment shall not be parked on the Property. Inoperative or dilapidated and unsightly vehicles or similar equipment shall not be allowed to be parked or otherwise caused to remain in the parking spaces of the Property. The Board may require removal of any inoperative vehicle, or any unsightly vehicle, and any other vehicle, motor home, camper, trailer, all-terrain or recreational vehicle, boat, equipment or item improperly parked or stored. If the same is not removed after twenty-four (24) hours' written notice, the Board may cause removal at the risk and expense of the owner thereof. Any other item or equipment determined by the Board to be objectionable may be similarly removed. No motor vehicle shall be parked in any designated off-street parking area or any driveway for more than forty-eight (48) consecutive hours. If the vehicle is not removed after twenty-four (24) hours' written notice, the Board may cause removal at the risk and expense of the owner thereof. Any other item or equipment determined by the Board to be objectionable may be similarly removed.

4.8 Large Trucks. Trucks or other vehicles with gross vehicle weight of 12,000 pounds or over are prohibited in the Property except during such limited time as such truck or vehicle is actually being used during working hours within the Property for its specific purpose. Recreational motor vehicles of any type or character are prohibited except: (1) When temporarily parked on the driveway directly in front of the apartment for the purpose of loading and unloading (maximum of once overnight every 14 days), (2) With prior written approval of the Board.

4.9 Unsightly Articles: Nuisances. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other potion of the Property. Without limiting the foregoing, nothing shall be hung or displayed in the interior of any Apartment so as to be visible from the exterior of such

Apartment and Building, except that drapes, curtains or louvered blinds that are white, beige or gray may be hung in any Apartment. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its Occupants. All refuse, garbage and trash shall be deposited in appropriate trash receptacles located on the Common Area, and such trash receptacles shall be appropriately screened from view. Vacant Lots are to be kept in clean natural state. No noise including, without limitation, no speakers, horns, whistles, sirens, bells or other sound devices or other nuisance (except for alarms or horns as a part of a fire alarm system that will sound in the event of a fire or other emergency) shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its Occupants or to other property in the vicinity or to its occupants. Without limiting the foregoing, no radio or other sound system shall be operated on the Property except as a low sound level. No offensive noise, language or behavior is allowed. The use of fireworks, firecrackers and any type of firearms in the Property is strictly prohibited. No building materials of any kind shall be placed or stored on a Lot. No garage sales, sample sales or similar activities shall be held on any Lot, provided that the Association may schedule a neighborhood-wide event in the Common Area.

4.10 No Hazardous Activities. No activities shall be conducted on the Property, and no Improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

4.11 Exterior Energy Devices; Lights. No energy production devices including, without limitation, generators of any kind and solar devices, shall be constructed or maintained on any Lot without the prior written approval of the Board, except for heat pumps or similar appliances shown on the plans approved by the Board. No lights or other illumination devices (other than street lights) shall be higher than the roof of any Building.

4.12 Storage. No exterior deck, terrace, balcony or patio shall be used for storage, nor shall any clothesline, firewood, scrap, refuse, debris or other unsightly articles be permitted to remain on any Building so as to be visible from any other portion of the Property.

4.13 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. This paragraph 4.13 does not apply to the keeping on each Lot of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others; provided such animals are not kept, bred or maintained for any commercial purpose. Chronic or consistent dog barking shall be considered a nuisance. Dogs and other similar pets shall be on a leash when not confined to an Owner's Lot or an Occupant's Apartment, and such pets shall be curbed and otherwise controlled at all times. Each pet owner shall immediately clean up any animal defecation on the Property. Failure to do so may result, at the Board's discretion, in a Limited Assessment levied against the Building in which the defaulting pet owner lives or visits.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THOMPSON PLACE SUBDIVISION -- 7

4.14 Drainage. Lot grading shall be kept to a minimum and Buildings and Improvements are to be located for preservation of the existing grades, berms or swales, which should be an integral part of the grade design. Subject to the requirements of any governmental entity having jurisdiction thereof, water from a Lot may drain or flow into adjacent streets and upon, across or under adjoining Lots to drainage swales and trenches, and storm drainage facilities in the Common Area. Lots must be graded to provide positive flow of said drainage to the street. No septic tanks and/or cesspools shall be allowed on the Property.

4.15 Signs. No sign of any kind shall be displayed from any Apartment or Building to the public view without the approval of the Association except: (1) such signs as may be used by Grantor in connection with the development of the Property and sale of Lots; (2) such signs identifying Thompson Place Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by Grantor or the Association may be displayed on or from the Common Area; (3) one (1) sign of customary and reasonable dimensions as prescribed by the Board as may be displayed on or from a Lot advertising the Building or any Apartment therein for rent or lease; and (4) any sign required by the applicable governmental entities. No sign shall be placed on Common Area without the written approval of the Board.

4.16 Insurance Rates. Nothing shall be done or kept on any Lot that will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Lot that would result in the cancellation of insurance on any property owned or managed by the Association or that would be in violation of any law.

4.17 No Further Subdivision. No Lot may be further subdivided; provided, however, the conveyance of an insignificant portion(s) of a Lot to the Owner of the Lot that abuts said conveyed portion for the purpose of correcting a common boundary or other similar purpose, shall not be deemed to be a subdividing of a Lot within the prohibition contained herein.

4.18 Exemption of Grantor. Nothing contained in the Article IV shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to Common Area to utility companies, public agencies or others, or to complete excavation, grading and construction of Buildings and Improvements to and on any portion of the Property owned by Grantor or Builder, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Lot in the Property remains unsold. Such right shall include, without limitation, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales, lease or otherwise. Grantor need not seek or obtain Board approval of any Buildings or Improvements constructed or placed within the Property by Grantor or Builder including, without limitation, Building(s) or Improvements constructed by Grantor or Builder on a Lot owned by Grantor or Builder, as the case may be. Grantor shall have the right at any time prior to the transfer of title to a Lot

to a purchaser by Grantor to grant, establish and/or reserve on the Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Valley County, Idaho Recorder.

4.19 Adoption of Rules. The Association, through its Board, may adopt reasonable rules not inconsistent with this Declaration relating to the use of the Common Area and all facilities thereon, and the conduct of Owners, Occupants and their tenants and guests with respect to the Property and other Owner.

4.20 Annexation. Real property may be added to the Property at the sole discretion of the Grantor and in compliance with all applicable city and county codes. Tracts of such additional property may be annexed into the Property and brought within the provisions of the Declaration as provided herein by Grantor, its successors or assigns, at any time, and from time to time, without the approval of any Owner or the Association by means of Grantor's recordation of a supplement to this Declaration in the Office of the Valley County, Idaho Recorder. The use and development of such annexed property shall conform to all provisions of this Declaration, as well as all applicable land use regulations, as such regulations are amended from time to time or may be modified by variances. Grantor, as long as Grantor owns any portion of the Property, without the approval of any Owner or the Association or any successor Grantor, shall be entitled to annex any such additional property, at any time, and from time to time, as the original Grantor deems appropriate. Such reserved right of annexation may be assigned by Grantor to any successor.

ARTICLE V: THOMPSON PLACE OWNERS ASSOCIATION

5.1 Organization of Thompson Place Owners Association, Inc. Thompson Place Owners Association, Inc. (the "Association") shall be initially organized by Grantor as an Idaho non-profit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, the Bylaws and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon transfer of Owner's title in such Owner's Lot and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to number of Lots which they own, or attributable to the number of Lots owned by Grantor, as the case may be, on the day of the vote. When more than one person holds an interest in any Lot, all such persons shall be Members but shall share the votes attributable to the Lot.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THOMPSON PLACE SUBDIVISION -- 9

5.3.1 Class A Members: Owners other than Grantor or Builder shall be known as "Class A Members." Each Class A Member shall be entitled to cast one (1) vote for each Lot owned by such Class A member on the day of the vote.

5.3.2 Class B Member: Grantor shall be known as the "Class B Member," and shall be entitled to (10) votes for each Lot owned by such Class B Member on the day of the vote. The Class B Member shall cease to be a voting Member in the Association on the "Turnover Date" which shall be the earlier of the happening of either of the following events:

5.3.2.1 when the Class B Member holds no votes; or

5.3.2.2 ten (10) years after the date this Declaration is recorded in the official records of Valley County, Idaho.

5.3.3 Class C Member: The managing agent of the Property, chosen by the Board shall be known as the "Class C Member." The Class C Member shall be a non-voting Member of the Association, and may act on the Board if so selected or appointed by the Association. The Class C Member shall not pay Assessments.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall 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 Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers: The affairs of the Association shall be conducted and managed by the Board, which shall consist of three (3) to five (5) persons elected or appointed by Grantor of the Association pursuant to the terms of this Declaration and the Bylaws, and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Bylaws.

5.5 Power and Duties of the Association:

5.5.1 Powers: The Association shall have all the powers of a corporation organized under the general 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 Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THOMPSON PLACE SUBDIVISION -- 10

permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to. The proper management, marketing, leasing, and operation of the Buildings and Apartments therein for the individual Owners, and the proper management and operation of the Common Area and the Association's other assets, including water rights when and if received from Grantor, and affairs and the performance of the other responsibilities herein assigned including, without limitation:

5.5.1.1 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.

5.5.1.2 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 Bylaws.

5.5.1.3 Emergency. Powers: The power, exercised by the Association or by any person authorized by it, to enter upon any property (including inside any Building or Apartment therein) in the event of any emergency involving illness or potential danger to live or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner and Occupants as practicable, and any damage caused thereby shall be repaired by the Association.

5.5.1.4 Management Company: The power and authority to select a property management company to manage, market and lease the Buildings and Apartments in the Property subject to the terms of a separate contract executed between the Association and such property management company; provided however, such contract shall be terminable by Grantor and sixty-seven percent (67%) of the Class A Members upon sixty (60) days' prior written notice. Without limiting the foregoing, the Board may delegate any or all of its rights hereunder and in the Bylaws to such property management company without a vote of the Association. Notwithstanding anything herein to the contrary, no Owner shall independently select a management company or manger to manage such Owner's Building or Apartments therein.

5.5.1.5 Security: The power and authority to engage the services of a security guard or security patrol service to patrol the Property (but not inside any Apartment except in the event of an emergency). Notwithstanding the foregoing, each Owner, by accepting a deed to a Lot, understands and agrees THAT THE ASSOCIATION, GRANTOR AND BUILDER AND THEIR RESPECTIVE REPRESENTATIVES, AGENTS AND EMPLOYEES SHALL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY, AND NEITHER THE ASSOCIATION, GRANTOR OR BUILDER AND THEIR RESPECTIVE

REPRESENTATIVES, AGENTS AND EMPLOYEES SHALL BE HELD LIABLE FOR ANY LOSS, DAMAGE, INJURY OR DEATH TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN; PROVIDED, HOWEVER, THE ASSOCIATION, GRANTOR AND BUILDER SHALL NOT BE OBLIGATED TO PROVIDE ANY SUCH SECURITY MEASURES. EACH OWNER, BY ACCEPTING A DEED TO A LOT, ASSUMES ALL RISK OF LOSS, DAMAGE, INJURY OR DEATH TO PERSONS, APARTMENT AND BUILDING, AND THE CONTENTS THEREOF, AND EACH OWNER FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, GRANTOR AND BUILDER HAVE MADE NO REPRESENTATIONS OR WARRANTIES RELATING TO THE SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.

5.5.1.6 Licenses, Easements and Rights-of-Way: The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Area, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

5.5.1.6.1. Underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services;

5.5.1.6.2. Public sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems (including the Irrigation System), heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

5.5.1.6.3. Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm fencing and landscaping abutting Common Area, private streets or drives or land conveyed for any public or quasi-public purpose.

Except as otherwise expressly set forth in this Declaration, the right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association.

5.5.2 Duties: In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and the Bylaws, without 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 (or to contract with a property management company to perform on the Association's behalf), without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance of Common Area: Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area including, without limitation, lawn care (consisting of mowing, edging, fertilizing and weed control of grass and sodded areas); trimming and replacement of all shrubs, bushes and trees; spring start-up, winterization, maintenance and repair of the Irrigation System; clearing of snow (but not ice) for the Private Streets and the front sidewalks and porches of all Buildings as soon as the accumulation reaches two inches (2") or more and the snow has stopped (provided that the Association shall not be required to apply any salt, sand or other chemical treatments to any such surfaces); and repair and maintenance of playground and exercise equipment. Without limiting the foregoing, each Owner, by accepting a deed to a Lot, acknowledges and agrees that any and all use of the Common Area (including playground and exercise equipment) shall be done at the Owner's (and such Owner's Occupants', guests', invitees' and others') sole risk. Neither the Association, nor Grantor or Builder shall be responsible or liable to any Owner or Occupant for damage to property of injury to person or property resulting From use of the Common Area.

5.5.2.2 Maintenance of Buildings: Maintenance and repair the exterior surfaces of the Buildings including, without limitation, exterior surfaces of doors, door jambs and casings, roof, gutters, downspouts, garage doors, trees, shrubs, grass and sod, walks, and other Improvements. Without limiting the foregoing, the exterior of each Building shall be repainted every ten (10) years, and exterior glass surfaces shall be cleaned at least annually. In addition, the Association shall also provide for the treatment of termite and pest infestations of Building, as necessary. The Association shall also provide fire extinguishers to all Apartments, and comply with all applicable laws relating to the leased residential use of the Property.

5.5.2.3 Marketing, Advertising and Leasing of Buildings: Select a property management company to market, advertise and lease the Apartments in each Building for all respective Owners, and provide customer service and residential service to the Occupants of the Property. Without limiting the foregoing, each Owner understands and agrees that the property management company, as part of its leasing obligations, will also collect rent payments from the Occupants and deliver such payments to the appropriate Owners, as well as arrange for the maintenance and/or minor repair of the interior of any Apartment(s) or Buildings owned by such Owner at any time the Occupant(s) so request, and the arrangement for routine cleaning of any vacant Apartment(s) during which times the Apartments are vacant.

5.5.2.4 Taxes and Assessments: Pay all real and personal property taxes and Assessments separately levied against the Common Area or against the Association

and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association; provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax-exempt corporation.

5.5.2.5 Water and Other Utilities: Acquire, provide and/or pay for necessary services for maintenance of the Common Area, and to. Manage for the benefit of the Association all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

5.5.2.6 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 the following policies of insurance:

5.5.2.6.1. Fire insurance including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment and fixtures located within the Common Area.

5.5.2.6.2 Commercial general liability insurance insuring the Board, the Association, Grantor and the individual grantees and agents and Employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be as follows: not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and Five Hundred Thousand Dollars (\$500,000) per occurrence with respect to property damage.

5.5.2.6.3. Full coverage officers' and directors' liability insurance with a limit of at least Five Hundred Thousand Dollars (\$500,000).

5.5.2.6.4. Such other insurance, including motor vehicle insurance and worker's compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance of dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

5.5.2.6.5. The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith.

5.5.2.6.6. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessment levied by the Association.

5.5.2.6.7. Each Owner may obtain insurance at such Owner's own expense providing coverage upon such Owner's Lot, such Owner's personal property, for such Owner's personal liability, and covering such other risks as such Owner may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this article. In addition, each Owner shall encourage the Occupants of such Owner's Apartments to obtain renter's or tenant's insurance, insuring such Occupants' personal property in the Apartment. All such insurance shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation. Proceeds of such insurance claims shall be paid to the owner of the Lot and/or the mortgagee in connection with such Lot.

5.5.2.6.7. Enforcement of Restrictions and Rules: Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or Bylaws including, without limitation, the recordation of any claim of lien with the Valley County, Idaho Recorder, as more fully provided herein.

5.6 Personal Liability: No Member of the Board, or member of any committee of the Association, or any officer of the Association, or Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, Grantor, or any committee, or any officer of the Association, or Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.7 Budgets and Financial Statements: Financial statements for the Association shall be prepared regularly and. Copies shall be distributed to each Member of the Association as follows:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THOMPSON PLACE SUBDIVISION -- 15

5.7.1 Budget/Projected Operating Statement: A projected operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement projected for the ensuing fiscal year shall include a schedule of Assessments received and receivable, identified by the Lot number and the name of the person or entity assigned.

5.7.2 Balance Sheet: Within thirty (30) days after the close of each fiscal year, the Association shall cause to be prepared a balance sheet as of the last day of the Association's fiscal year, and will deliver such balance sheet to each Owner within ninety (90) day after the end of each fiscal year.

5.7.3 Operating Statement: Within thirty (30) days after the close of each fiscal year, the Association shall cause to be prepared an annual operating statement reflecting the income and expenditures of the Association. Copies of the balance sheet and operating statement shall be distributed to each Member within ninety (90) days after the end of each fiscal year.

5.7.4 Audit: The Association shall provide an audited statement for the immediately preceding fiscal year if the holder, insurer or guarantor of any first mortgage that is secured by a Lot submits a written request for it, such holder, insurer or guarantor shall pay the reasonable cost of such audit. A copy of each audit shall be delivered to each Member within thirty (30) days after the completion of such audit.

5.8 Meetings of Association: Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, that such meeting shall occur no earlier than April 15 and no later than May 31 each year. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Lot, not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person or by proxy of the Class B Member where there is such a Member, and of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than (30) days from the time the original meeting was scheduled. At any such meeting properly called, the presence of any Class A member and the Class B Member (if applicable) shall constitute a quorum.

5.9 Set-up Fee: In addition to the Assessments, more particularly described herein, each Owner (other than Grantor or Builder constructing Improvements on and Lot) shall pay to the Association a one-time account set-up fee in the amount of Five Hundred and No/100 Dollars (\$500.00) (the "Association Fee"). The Association Fee shall be paid at closing on the purchase of such Lot or upon the transfer of a deed to such Lot to the Owner, whichever occurs first.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THOMPSON PLACE SUBDIVISION -- 16

ARTICLE VI: RIGHTS TO COMMON AREA

6.1 Use of Common Area. Every Owner shall have a right to use each parcel of the Common Area, which right shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

6.1.1 The right of the Association holding or controlling the Common Area to levy and increase Assessments;

6.1.2 The right of the Association to suspend any Member's voting rights and/or rights to use, except for the right of an Owner ingress and egress to such Owner's Lot, or interest in, Common Area or recreational facilities for any period during which any Assessment or charge against such Owner's Lot remains unpaid and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations;

6.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and the Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of the Members has been recorded;

6.1.4 The right of the Association to prohibit the construction of structures or Improvements on the Common Area;

6.1.5 The right of the Association to limit the number of Members permitted to use the Common Area, or a portion thereof, at any one time; and

6.1.6 The right of the Association to publish reasonable rules and regulations governing the use of the Common Area.

6.2 Damage. Each Owner shall be fully liable for any damage to any Common Area that may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's Occupant, tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Lot and may be collected as provided herein for the collection of other Assessments. No Owner shall be liable for any amounts greater than is legally allowable under Idaho law.

ARTICLE VII: ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any Lot in Thompson Place 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 Assessment, Special Assessments and Limited Assessments and charges made against such Owner pursuant to the provisions of the Declaration or other applicable instrument.

7.1.2 Assessments Constitutes Liens. Such Assessments and charges together with interest, 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.

7.1.3 Assessment is Personal Obligation. Each such Assessment, together with interest, cost and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot such Assessment is assessed against beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

7.2 Regular Assessment. All Owners, including Grantor, are obligated to pay Regular Assessment to the treasurer of the Association on a schedule of payments established by the Board.

7.2.1 Purpose of Regular Assessment. The proceeds from Regular Assessment are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs including , without limitation: (a) the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Buildings and the Common Area including all Improvements located on such areas owned and/or managed and maintained by the Association including, without limitation, the exterior of the Buildings, the landscaping on each Building Lot, and other Building maintenance; the costs and expenses of operating, marketing, leasing, and providing on-site customer service to the Occupants of the Buildings; and an amount to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements of the Buildings and the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (the foregoing collectively referred to as "Expenses").

7.2.2 Computation of Regular Assessment. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessment owed beginning the first day of the third month following the month in which the closing of the first sale of a Lot occurred in Thompson Place Subdivision for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessment shall

take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of an Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be adjusted by an amount which fairly reflects the fact that such period was less than one (1) year. The Regular Assessment for any fiscal year may be increased by not more than fifteen percent (15%) over the previous fiscal year by action of the Board without a vote of the Members of the Association.

7.2.3 Amounts Paid by Owners. The Board may require, in its discretion or as provided in the Articles or the Bylaws, payment of the Regular Assessment in monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner, including Grantor, for any given fiscal year shall be computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Lots attributable to the Owner by the total number of Lots in the Property.

7.3 Special Assessments.

7.3.1 Purpose and Procedure. In the event that the Board shall determine that its Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason including, without limitation, costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, unexpected repairs or costs relating to the Buildings, attorneys' fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessment. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of the Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of the Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

7.3.2 Consistent Basis of Assessments. 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 Assessment for such Association.

7.4 Limited Assessment. Without limiting the above provisions with respect to Regular Assessment and Special Assessment, the Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Lot into compliance with the provisions of the governing instruments for Thompson Place Subdivision.

7.5 Uniform Rate of Assessments. Unless otherwise specifically provided herein, the Regular Assessment and Special Assessments shall be fixed at a uniform rate per Lot for all Members of the Association.

7.6 Assessment Period. Unless otherwise provided in the Articles or the Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year in which the Initiation Date occurs. The first Assessment shall be prorated according to the number of months remaining in the fiscal year and shall be payable in equal monthly or quarterly installments, as determined by the Board, as per paragraph 7.2.3 above.

7.7 Notice and Assessment Due Date. Ten (10) days' prior written notice of the Regular Assessment and Special Assessments shall be sent to the Owner of every Lot subjected thereto, and to any person in possession of such Lot. The due dates for installment payment of Regular Assessment and Special Assessments shall be the first day of each month, unless some other due date is established by the Board. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent installment payment a late charge equal to five percent (5%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Area, or by lease or abandonment of such Owner's Lot.

7.8 Estoppel Certificate. The Association, upon at least twenty (20) days' prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to the paragraph 7.8 may be relied upon by any prospective purchaser or mortgagee of the Owner's Lot. Reliance on such estoppel certificate may not extend to any default as to which the signor shall have had no actual knowledge.

7.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, if necessary, shall be sent to all Members of the Association and to any person in possession of a Lot, not less than fifteen (15) days nor more the thirty (30) days before such meeting. At the first such meeting called, the presence of Grantor, if applicable, and Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum.

ARTICLE VIII: ENFORCEMENT OF ASSESSMENT: LIENS

8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Lot, upon becoming an Owner of such Lot, shall be

deemed to covenant and agree to pay each and every Assessment assessed against such Owner's Lot, as more particularly provided for in this Declaration, and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the 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 attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

8.2 Assessment Liens.

8.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against such Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Lots upon recordation of a claim of lien with the Valley County, Idaho Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Lot and Assessments on any Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular Assessment, Special Assessment, or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Valley County, Idaho Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

8.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the

exercise of powers of sale 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 or foreclosure.

8.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Lot(s), and a copy thereof is recorded by the Association in the office of the Valley County, Idaho Recorder.

8.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Lot shall not be subordinated to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given an made in good faith and for value that is of record as an encumbrance against such Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 8.6 with respect to a first mortgagee who acquires title to a Lot, the sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

8.6 Rights of Mortgagees. Notwithstanding any other provision of the Declaration, no amendment of this Declaration shall operate to defeat the rights of the beneficiary under any deed of trust upon a Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Lot shall remain subject to this Declaration as amended.

ARTICLE IX: EASEMENTS

9.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion of the Common Area adjacent thereto or as between adjacent Lots due to the unwilful placement or settling or shifting of the Improvements. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph 9.1.

9.2 Easement of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services for drainage of water over, across and upon adjacent Lots (consistent with

paragraph 4.14 above), and Common Area, resulting from the normal use of adjoining Lots or Common Area, and for necessary maintenance and repair of the buildings and any Improvement including perimeter fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Grantor, the Builder, the Association, the property manager and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot or Common Area. In addition, Grantor hereby reserves for the benefit of the Association (and the property management company so selected by the Association) the right to enter on to any Building Lot and inside any Building or Apartment therein for the purpose of showing, marketing and leasing such Apartment(s) to prospective tenants.

9.3 Drainage, Irrigation and Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities, irrigation and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Lot in the Property to a purchaser.

9.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Lots within the Property with respect to utilities shall be governed by the following:

9.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Lots owned by an Owner other than the Owner of the Lot served by the connections, the Owner of the Lot served by the connections shall have the right , and is hereby granted an easement to the full extent necessary therefor, to enter upon any Lot or to have their agent enter upon any Lot within the Property in or upon which said connections or any portion thereof lie, to repair and generally maintain the connections as and when it may be necessary.

9.4.2 Whenever utility house connections are installed within the Property, which connections serve more than on Lot, the Owner of each Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Lot.

9.5 Disputes as to Sharing Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections, or with respect to the sharing of the cost therefor, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by the Declaration for Limited Assessments.

9.6 General Landscape Easement. An easement is hereby reserved to Grantor and the Association, its agents and contractors (including a property management company, if so selected) for

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THOMPSON PLACE SUBDIVISION -- 23

the purpose of installing, maintaining, replacing and restoring the landscaping and natural vegetation in the Property, including landscaping around the Buildings and on Common Area (but excluding any plants, shrubs or trees growing on any patio of a Building). Such landscaping shall include, by way of illustration and not limitation, the mowing of lawns, irrigation, sprinkling, tree and shrub planting, and trimming and pruning, sidewalk and walkway improvement and repair, seasonal planting, and such other landscaping activities within the Property as the Association deems necessary or appropriate from time to time.

ARTICLE X: MISCELLANEOUS

10.1 Term: The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2040, unless amended as herein provided. After December 31, 2040, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Valley County, Idaho Recorder. Further provided that the Association shall not be dissolved without the prior written approval of the City of McCall, such consent not to be unreasonably withheld, conditioned or delayed; provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

10.2 Amendment

10.2.1 By Grantor: Except as provided in paragraph 10.2.3 below, until the recordation of the first deed to a Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination. Without limiting the foregoing, Grantor shall not amend, modify or terminate any provision of the Declaration that was required by the City of McCall as a condition of approval for the Thompson Place Subdivision without the express written consent of the City of McCall, which consent shall not be unreasonably withheld, conditioned or delayed.

10.2.2 By Owners: Except where a greater percentage is required by express provision in the Declaration, any amendment to the provisions of the Declaration, other than this Article XI, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than sixty-seven percent (67%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Valley County, Idaho Recorder. Any amendment to this Article XI shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

10.2.3 Effect of Amendment: Any amendment of the Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment.

Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

10.2 Mortgage Protection: Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Lot shall remain subject to the Declaration, as amended.

10.4 Notices: Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two- (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in the paragraph 10.4.

10.5 Enforcement and Non-Waiver

10.5.1 Right of Enforcement: Except as otherwise provided herein, any Owner of any Lot, or the Association, shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

10.5.2 Violations and Nuisances: The failure of any Owner of a Lot to comply with any provision hereof, or with any provision of the Articles or the Bylaws of the Association, is hereby declared a nuisance and will give rise to a cause of action in Grantor, the Association or any Owner Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

10.5.3 Violation of Law: Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of the Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

10.5.4 Remedies Cumulative: Each remedy provided herein is cumulative and not exclusive.

10.5.5 Non-Waiver: The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THOMPSON PLACE SUBDIVISION -- 25

10.6 Interpretation: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

10.6.1 Restrictions Construed Together: All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

10.6.2 Restrictions Severable: Notwithstanding the provisions of the foregoing paragraph 10.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

10.6.3 Singular Includes Plural: Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each including the masculine, feminine and neuter.

10.6.4 Captions: All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

10.7 Successors and Assigns: All references herein to Grantor, Owners, the Association or Person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Association or Person.

10.8 Mortgagees' Right to Satisfy Obligations of the Association: In the event that the Association fails to pay any debt or sum lawfully owed by it, for which a lien has been placed against the Common Area, or in the event that the Association fails to pay premiums due on insurance policies required by this Declaration, the lapse of which would jeopardize a mortgagee's security in any Lot, such mortgagee. May pay said premium after first having served five (5) days, written demand for such payment on the Association. In the event that the Association has allowed said insurance policies to lapse, any such mortgagee whose security in any Lot is jeopardized thereby may secure new comparable insurance coverage. In the event that such mortgagee makes payments allowed hereunder, it shall be entitled to prompt reimbursement from the Association.

IN WITNESS WHEREOF, Grantor has set its hand this _____ day of _____, 20____.

GRANTOR:

THOMPSON PLACE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THOMPSON PLACE SUBDIVISION -- 26

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Valley)

On this ____ day of _____, before me, the undersigned, a Notary Public in and for the said state, personally appeared Kurt A. Marostica, known or identified to me to be the President of JarMar Investments, L.L.C., the Idaho limited liability company that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said Idaho limited liability company, and acknowledged to me that such Idaho 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 of Idaho
Residing at: _____
My commission expires: _____

DRAFT

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

**DRAFT DEVELOPMENT AGREEMENT
(Thompson Place)**

This Development Agreement, hereinafter referred to as “Agreement”, 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 Kurt Marostica, hereinafter referred to as “Owner” whose address is 534 E. Fairbrook Court, Boise, Idaho 83706, and who is the owner of Thompson Place, hereinafter referred to as the “Project” which is more particularly described in the attached **Exhibit A** (the “Property”).

WHEREAS, approval of the Planned Unit Development (PUD-18-03) General Plan, Subdivision (SUB-18-06) Preliminary Plat, Rezone (ZON-18-03), and Design Review (DR-18-52) Applications (the “Applications”) were granted by the McCall City Council at its **February _____, 2019 meeting**; and

WHEREAS, the said approvals contained various conditions regarding which the City and Owner have reached agreement and which agreement the City and Owner desire to memorialize certain conditions regarding the PUD 18-03, SUB 18-06, and DR 18-52 approvals, with the further understanding that it may be necessary to supplement and amend this Agreement to memorialize additional terms and conditions as the PUD and platting process proceeds.

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

**ARTICLE I
LEGAL AUTHORITY**

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

**ARTICLE II
ONSITE ROADWAY, STORM DRAINAGE, WATER, AND SEWER**

- 2.1 Owner shall complete the installation of onsite roadway and storm drainage improvements to the Project, pursuant to the specifications of the City of McCall, as depicted in the Applications. Either party shall give the other at least 30 days prior written notice before proceeding with all or any part of the Road and Storm Drainage Improvements. Owner shall be responsible for the cost of construction of the onsite Roadway and Storm Drainage in accordance with Article XII of this Agreement.

- 2.2 Preliminary engineering drawings for roadway, storm drainage, water, and sewer improvements to the City have been prepared and submitted by Owner in the Applications.
- 2.2.1 Owner shall submit final construction drawings for roadway, storm drainage, water, and sewer improvements to the City prior to or with the Final Plat
- 2.3 Owner shall construct the onsite service connections for water and sewer services for the Project, pursuant to the specifications approved by the City of McCall, City Engineer, and Payette Lakes Recreational Water and Sewer District (PLRWSD). Owner shall complete the construction of the water and sewer infrastructure before any building permits are issued or shall financially assure completion of the same in compliance with the applicable provisions of the McCall City Code. The construction of the sewer service connections must be completed before any Certificates of Occupancy are granted in the Project. Owner shall be responsible for the cost of construction of the Water and Sewer Service Connections in accordance with Article XII of this Agreement.

ARTICLE III ADDITIONAL ONSITE IMPROVEMENTS

- 3.1 Maintenance of landscaping (including temporary irrigation) and furnishings in all public rights-of-way, parks, amenities, and open spaces shall be the responsibility of Owner until dedication to the City of McCall. Upon dedication of parks, open space and landscape easement areas to the City of McCall, if accepted by the City, such parks, open space and landscape easement areas shall become a part of the City of McCall's park system.
- 3.2 Owner shall be responsible for the maintenance of sidewalks and pathways in accordance with McCall City Code Title 8, Chapter 5, Section 010.
- 3.2 Owner has prepared the draft Covenants, Conditions & Restrictions (CC&Rs) applicable to the units and has provided such in the Applications.

ARTICLE IV THOMPSON AVENUE OFF-SITE IMPROVEMENTS AND UTILITIES

- 4.1 Prior to the earlier to occur of the execution by the City Council and recordation of the Final Subdivision Plat for the Project or the issuance of a Building Permit for any unit, Owner shall either complete the following described improvements to Thompson Avenue or shall financially assure completion of the same in compliance with the applicable provisions of the McCall City Code.
- (a) Owner shall improve Thompson Avenue to a paved standard, widening as identified in **Exhibit B**, thereby providing an improved surfaced road connection to Park Street. Improvements are hereinafter referred to as the "Thompson Avenue Improvement". For purposes of this Agreement and the cost sharing provisions in this Agreement, the term "Thompson Avenue Improvement" shall include, by way of example and not limitation, the following costs: (i) Right-of-way Permitting; (ii) Civil engineering design;

(iii) Project inspection; (iv) Project Management; (v) Surveying; (vi) Construction of the paved street section; and (vii) striping, signage, and to the extent required, lighting. Cost sharing for this work shall be as follows:

- (i) Owner shall be responsible for funding and completing the Thompson Avenue Improvement.
 - (b) The City shall regularly inspect the work as Owner proceeds with the Thompson Avenue Improvement and will identify any deficiencies in the work, such that Owner can correct any such deficiencies before proceeding further with the work. Approval of the work, or any portion thereof, by the City's inspector, shall constitute approval by the City.
- 4.2 Prior to the earlier to occur of the execution by the City Council and recordation of the Final Subdivision Plat for the Project or the issuance of a Building Permit for any unit, Owner shall either complete the following described improvements to the overhead utilities which currently exist along Thompson Avenue or shall financially assure completion of the same in compliance with the applicable provisions of the McCall City Code.
- (a) Owner shall cause the overhead utilities, west to the intersection with Park Street, to be placed underground, hereinafter referred to as the "Thompson Avenue Utility Project".

ARTICLE V CONDITIONS ON DEVELOPMENT

- 5.1 Prior to issuance of a Certificate of Occupancy for any unit, Owner shall either complete the onsite improvements including landscaping, walkways, site grading, storage buildings, trash enclosures, lighting, and amenities, as described in the Applications for PUD 18-03 and SUB 18-06 or shall financially assure completion of the same in compliance with the applicable provisions of the McCall City Code.
- 5.2 Prior to issuance of a Building Permit for any unit, Owner shall either complete the off-site improvements, as described in the Applications for PUD 18-03 and SUB 18-06 or shall financially assure completion of the same in compliance with the applicable provisions of the McCall City Code.
- 5.3 Owner shall retain ownership of the units. Owner shall acquiesce use of the units as long-term residential rentals with the option to sell in the future in accordance to the regulations set forth in the deed restrictions.
- 5.4 Owner shall provide a portion of the southwest section of the Property for equipment storage for Thompson Avenue Utility Project conditioned on the Agreement as outlined in Article XII.
- 5.5 No change in the use or restrictions specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the McCall City Code. In the event Owner or future developers/owners change or expand the use permitted by this Agreement or fail to comply with the restrictions without formal modification of this Agreement as allowed by the McCall City Code, Owner or future developers/owners shall be in default of this Agreement.

- 5.6 The Project shall be constructed in accordance to the approved Final Plat. The Preliminary Engineering plan is attached hereto and incorporated herein as **Exhibit B**. Failure to construct the Project improvements consistent with this Agreement and the final plan and conditions included as Exhibit B or construction in accordance with this Agreement and the final plan and conditions included as exhibits without formal modification of the final plan consistent with the McCall City Code, including the amendment of this Agreement, shall result in a default of this Agreement by Owner as applicable in Article VIII.

ARTICLE VI AFFIDAVIT OF PROPERTY OWNER

- 6.1 The signature of Owner agreeing to submit the Property to this Agreement and to the provisions set forth in Idaho Code Section 67-6511A and McCall City Code shall be provided and are incorporated into the Agreement.

ARTICLE VII FINANCIAL ASSURANCES

- 7.1 Prior to issuance of a Certificate of Occupancy, Owner shall either complete the onsite improvements including landscaping, walkways, site grading, storage buildings, trash enclosures, lighting, and amenities as outlined in the Applications PUD 18-03 and SUB 18-06 or shall financially assure completion of the same in compliance with the applicable provisions of the M.C.C. Section 9.2.07.
- 7.2 Owner shall guarantee 125% of the estimated cost to complete all of the infrastructure improvements for the Applications described in this Agreement that are not yet completed and have not been prepaid, in accordance with the provisions of M.C.C. Section 9.2.07, as follows:
- 7.2.1 The estimated cost to complete the infrastructure improvements is \$TBD amount, as shown at **Exhibit C**. 125% of that sum (i.e., \$TBD) will be guaranteed by Owner prior to Final Plat recordation by means of a deposit into an Escrow Account in accordance with the terms of M.C.C. § 3.10.10 for PUDs.
- 7.2.2 If the actual cost to complete any infrastructure line item is greater than 125% of the Extended Price for such, then Owner the party performing the work-shall bear the additional cost.

ARTICLE VIII ZONING MAP AMENDMENT

- 8.1 Per MCC 3.13. A Zoning Map Amendment to convert the existing of Lot 5, Jacob's Landing Subdivision from R8 – Medium density residential zoning to R16 – High Density Residential to facilitate the construction of a new sixteen (16) unit condominium project to consist of four (4) fourplex structures, all of which to be deed restricted for local housing. The rezone is consistent with the 2018 McCall Area Comprehensive Plan Future Land Use Map.

- 8.2 The applicant shall execute the rezone and receive final plat (SUB-18-06) and final plan (18-03) approval for the proposed sixteen (16) unit Thompson Place Planned Unit Development within thirty-six (36) months of City Council approval for the re-zone application or the parcel shall revert back to the original R8 – Medium Density Residential zoning.
- 8.3 Eligibility for the McCall Local Housing Incentive Program shall be met to receive financial incentives according to the adopted Policy.
- 8.4 Deed Restrictions shall be approved by the City, and recorded prior to the issuance of a building permit; such restrictions must also be accepted in writing by any lender financing the project expressly providing that the restrictions are superior to the interest of said lender(s).
- 8.5 Failure to meet the criteria of deed restrictions will revert the property to the original zoning (R8) and in addition Owner shall disgorge all financial incentives received from the City under Article XII and relinquish the right to receive any further financial incentives otherwise granted but not yet realized. Payment of disgorged financial incentives shall occur not later than thirty (30) days following delivery of written notice of default and invoice from the City. Failure to remit the financial incentives shall entitle the City to file suit to recover all sums due from Owner, or his successors in interest if the default occurs after transfer of the premises to a successor. This remedy is in addition to any other remedies set forth in Article IX below.

ARTICLE IX DEFAULT

- 9.1 In the event Owner, its successors, assignees, or subsequent owners of the property or any other person acquiring an interest in the property, fail to faithfully and materially comply with all of the terms and conditions included in this Agreement, such failure to comply will be deemed a default hereunder. In that event, City shall have the following options:
- (a) This agreement and the commitments contained herein may be terminated, and the zoning designation reversed, if City provides written notice of Owner's default, and provides the hearing required by I.C.67-6509. Provided, however, no such termination or reversal shall occur unless City provides written notice of the default and Owner fails to cure such default within ninety (90) days after mailing of delivery of said notice.
 - (b) Enforcement of this Agreement may be sought in an action at law or in equity in Valley County District Court. The prevailing party in such action shall be entitled to recover its attorney fees and costs incurred, including fees and costs incurred on appeal.
 - (c) A waiver by City of any default by Owner of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any

other rights or remedies of City or apply to any subsequent breach of any covenants or conditions.

- (d) Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, by Owner, the parties agree that Owner shall have ninety (90) days after delivery by the City to Owner of written notice of such default to correct the same prior to the City's seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such ninety (90) day period, Owner shall commence curing the same within the ninety (90) day period and prosecute the curing of same with diligence and continuity, then the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of the same, but in any event not to exceed (6) months; and provided further, however, no default by a subsequent owner of a portion of the property shall constitute a default by Owner for the portion of the property still owned by Owner.
- (e) In the event the performance of any obligation to be performed hereunder by Owner is delayed for causes that are beyond the reasonable control of ~~the party~~ Owner, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, or acts of God, the time for such performance shall be extended by the amount of time of such delay.
- (f) In addition to the remedies set forth above, in the event of a default by Owner or any other party claiming an interest herein, which default is not cured within the applicable cure period after receiving written notice thereof, City may withhold building permits for any remaining housing units within the Project until such time as the default is cured.

9.2 In the event the City fails to faithfully and materially comply with all of the terms and conditions included in this Agreement, such failure to comply will be deemed a default hereunder. In that event, Owner shall have the following options:

- (a) Enforcement of this Agreement may be sought in an action at law or in equity in Valley County District Court. The prevailing party in such action shall be entitled to recover its attorney fees and costs incurred, including fees and costs incurred on appeal.
- (b) A waiver by Owner of any default by City of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of Owner or apply to any subsequent breach of any covenants or conditions.
- (c) Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, by City, the parties agree that City shall have thirty (30) days after delivery by Owner to the City of written notice of such default to correct the same prior to Owner's seeking any remedy provided for herein.

ARTICLE X UNENFORCEABLE PROVISIONS

- 10.1 If any term, provision, commitment or restriction of this Agreement or the application thereof to any party or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.

**ARTICLE XI
ASSIGNMENT AND TRANSFER**

- 11.1 After its execution, the Agreement shall be recorded in the office of the County Recorder. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, and shall run with the land. This Agreement shall be binding on the City and Owner and their respective heirs, administrators, executors, agents, legal representatives, successors, and assignees; provided, however, that if all or any portion of the Property is divided, the purchaser of one or unit(s) shall not be responsible for the obligations of Owner hereunder. The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's unit.

**ARTICLE XII
GENERAL MATTERS**

- 12.1 Amendments. Any alteration or change to the final Agreement shall be made only after complying with the notice and hearing provisions of Idaho Code Section 67-6509, as required by McCall City Code, Title 3, Chapter 15.
- 12.2 Paragraph Headings. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.
- 12.3 Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Agreement. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Valley County, Idaho.
- 12.4 Notices. Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below:

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

Owner: Kurt Marostica
 534 E. Fairbrook Court
 Boise, Idaho 83706

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

**ARTICLE XIII
CITY COST CONTRIBUTION**

13.1 On any of the aforesaid items of work performed by Owner for which, under the terms of this Agreement, the City has agreed to reimburse Owner for part or all of the cost of such work, the City shall reimburse Owner as follows:

13.1.1 Upon completion of such work in accordance with the approved plans therefor, Owner shall deliver to the City a Notice of Completion together with an Invoice for the actual cost to Owner of such work. In the case of the Thompson Avenue Improvement, "actual cost" shall include the costs itemized in Article IV 4.1(a) of this Agreement;

13.1.2 The City shall notify Owner within fifteen (15) days after receiving such notice and Invoice of any entries on the Invoice which the City considers inappropriate under the terms of this Agreement;

13.1.3 Absent such notification, the Invoice shall be deemed accepted by the City;

13.1.4 In the event of such notification regarding Invoice improprieties, the parties shall attempt in good faith to resolve any disputed issues. If the parties are unable to do so, then the City shall proceed with reimbursement of all undisputed items in accordance with Article 12.1.5 of this Agreement. Any remaining disputes shall be resolved in accordance with the provisions of Article VIII of this Agreement.

13.1.5 The City shall remit the full amount of such Invoice, unless adjusted by mutual agreement or arbitration, to Owner no later than forty-five (45) days after the later to occur of the following: (i) the City's receipt of the Invoice; (ii) in the event that corrective measures are undertaken by Owner, as provided herein, the completion of such corrective measures; or, (iii) in the event of a dispute between the City and Owner regarding the work or the Invoice, the final resolution of the dispute.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, effective on the day and year first above written.

OWNER

By: _____

Printed Name: Kurt Marostica

CITY OF MCCALL

Mayor, City of McCall

ATTEST:

McCall City Clerk

DRAFT

STATE OF IDAHO,)
) ss
County of _____)

On this _____ day of _____, 2019, before me, _____, a Notary Public in and for said State, personally appeared _____, known or identified to me, and acknowledged to me, to be the Owner of Thompson Place project, and the person who executed this instrument.

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

(SEAL)

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

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

On this _____ day of _____, 2019, before me, _____, a Notary Public in and for said State, personally appeared _____ and _____ known or identified to me to be the Mayor and the City Clerk of the City of McCall, ID, respectively, the Idaho municipal corporation that executed the instrument or the person that executed the instrument on of behalf of said municipal corporation, and the person who attested the Mayor's signature to the instrument, and acknowledged to me that such municipal corporation executed the same.

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

(SEAL)

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MCCALL, VALLEY COUNTY, IDAHO REZONING CERTAIN REAL PROPERTY KNOWN AS LOT 5 JAKE’S LANDING SUBDIVISION IN THE CITY OF MCCALL, FROM R8 - MEDIUM DENSITY RESIDENTIAL TO R16 - HIGH DENSITY RESIDENTIAL; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of McCall, Valley County, Idaho is a municipal corporation duly organized and operating under the laws of the State of Idaho and is authorized under the provisions of 67-6511, Idaho Code, to establish within its jurisdiction one or more zone or zoning districts where appropriate; and

WHEREAS, McCall City Code 3.13.05 provides for the methods by which amendments to the zoning map may be initiated; and

WHEREAS, the City of McCall received an application for a zoning map amendment on July 24, 2018; and

WHEREAS, the McCall City Council, pursuant to public notice as required by law, held a public hearing on February 14, 2019 to consider the proposed zoning map amendment request for the real property described in Exhibit A and made findings as required by law and determined that the requested zoning map amendment was consistent with the McCall Area Comprehensive Plan.

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

Section 1: The real property described in Exhibit A is hereby rezoned from R8-Medium Density Residential to R16 – High Density Residential.

Section 2: The zoning classification for the property described in Section 1 above is hereby established as R16-High Density Residential zoning district as provided in the Zoning Ordinance of the City. The official zoning map of the City is hereby amended to include the real property described in Section 1 above in the R16-High Density Residential zoning district.

Section 3: This Ordinance, or a summary thereof in compliance with Section 50- 901A, Idaho Code, shall be published once and shall take effect and be in force from and after its passage, approval, and publication.

PASSED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF MCCALL, IDAHO, THIS ___ DAY OF _____, 2019

CITY OF McCALL

Jackie J. Aymon, Mayor

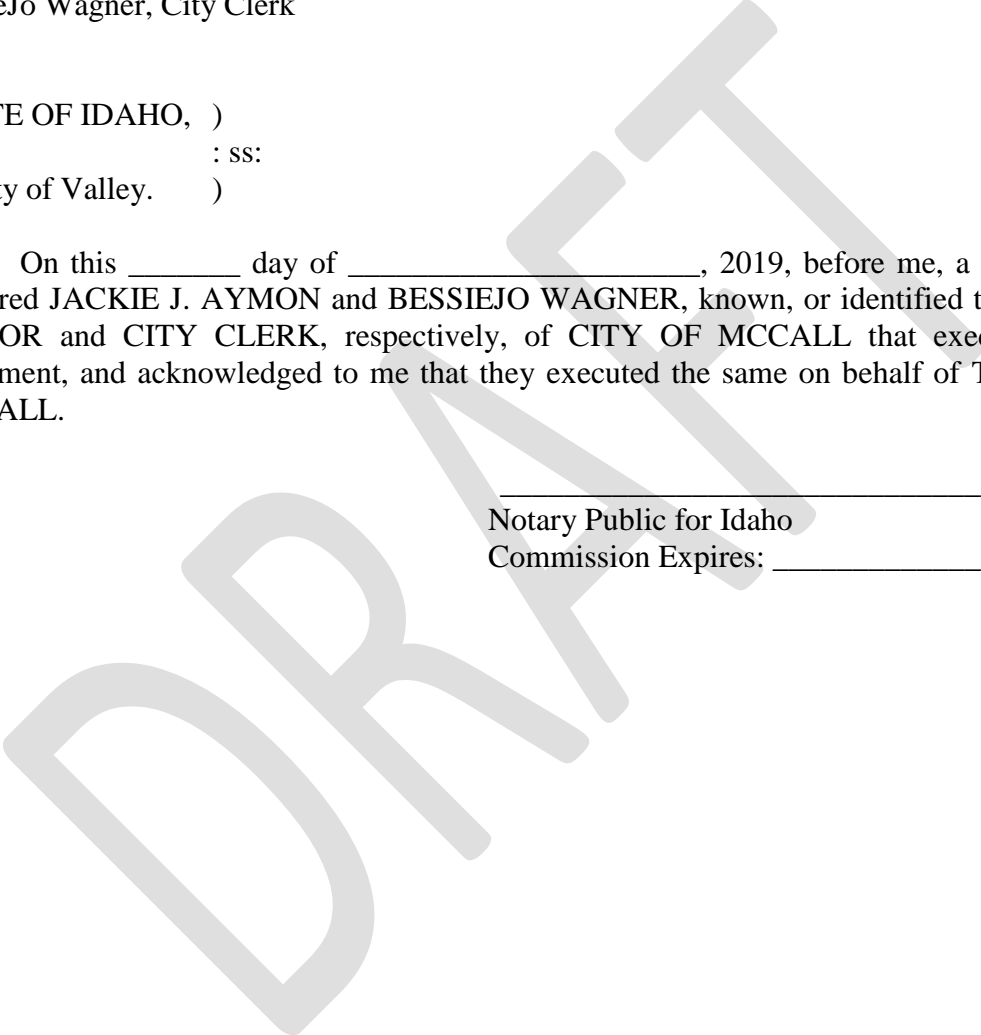
ATTEST:

BessieJo Wagner, City Clerk

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

On this _____ day of _____, 2019, before me, a Notary Public, appeared JACKIE J. AYMON and BESSIEJO WAGNER, known, or identified to me to be the MAYOR and CITY CLERK, respectively, of CITY OF MCCALL that executed the said instrument, and acknowledged to me that they executed the same on behalf of THE CITY OF MCCALL.

Notary Public for Idaho
Commission Expires: _____



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

AN ORDINANCE OF THE CITY OF MCCALL, VALLEY COUNTY, IDAHO REZONING CERTAIN REAL PROPERTY LOCATED AT 205 HEWITT STREET IN THE CITY OF MCCALL, FROM R4- LOW DENSITY RESIDENTIAL TO CV – CIVIC; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

This ordinance rezones property owned by St. Lukes McCall LTD from R4-LOW Density Residential to CV-Civic according to Title 3, Chapter 3, McCall City Code. The purpose of the ordinance is to zone the entirety of the now existing St. Lukes McCall LTD parcels as a single zone, Civic. The property is described at Exhibit A attached hereto,

and

This ordinance is effective immediately after its passage and publication as required by law. The full text of the Ordinance is available for review at City Hall and will be provided by the City Clerk to any citizen upon personal request, or can be viewed on the City website at www.mccall.id.us.

APPROVED BY THE COUNCIL OF THE CITY OF McCALL, IDAHO, THIS _____ DAY OF _____, 2018.

APPROVED:

Jackie J. Aymon, Mayor

ATTEST:

BessieJo Wagner, City Clerk

January 30, 2019

Dear City Council Members of McCall,

I am writing to you as an adjoining property owner of the proposed project DR-18-52 on Thompson Avenue.

I am in support of PUD-18-03, SUB-18-06 & Zone-18-03. I believe approval of this development is one of the ways to address the housing shortage within the City of McCall.

In my opinion, the location of this development benefits the neighborhood & the City of McCall. It is walking distance to downtown shops, restaurants, Payette Lake, Ponderosa State Park, & grocery stores.

Furthermore, I believe the project adapts to the long standing history of the neighborhood. Many of the homes in this area were built in Stibnite, Idaho in the early 1920's & 30's. These 'Stibnite Homes' provided housing for workers. They were then shipped to McCall in the late 1950's & 60's to provide housing for workers. The environmentally conscious concept of up-cycled shipping containers adapts to the neighborhood's history, design, & also addresses our work force housing needs today.

The goal of the developers, Kurt & Eve Marositica, is to provide long term rentals for people who live & work within our community. I stand beside them in support of these goals.

Thank you for your consideration,



Ellen Ganz

Property Owner – 1104 Alpine Street



Housing Justice For All

Intermountain Fair Housing Council

Concilio de Vivienda Justa
4696 W. Overland Road, Suite 140
Boise, Idaho 83705
Phone: (208)383-0695
Toll Free: (800)717-0695
Fax: (208) 383-0715
Email: contact@ifhcidaho.org
www.ifhcidaho.org

January 30, 2019

City of McCall
Morgan Bessaw, City Planner
216 E Park St
McCall, ID 83638

Re: Application of Kurt Marostica

Dear Ms. Bessaw:

The Intermountain Fair Housing Council (IFHC) is a nonprofit organization whose mission is to ensure open and inclusive housing for all people. The IFHC's purpose is to advance equal access to housing for all persons without regard to race, color, sex, religion, national origin, familial status, gender identity, sexual orientation, source of income, or disability. The IFHC attempts to eradicate discrimination through education of the fair housing laws, housing information and referrals, housing counseling and enforcement including filing complaints under the Fair Housing Act.

IFHC strongly supports Kurt Marostica's application for a Planned Unit Development to construct the Jake's Landing Townhomes. McCall is in desperate need of small, inexpensive housing options for its workforce. McCall's largest industries are accommodation, food service, and retail trade: all jobs that pay modestly but are crucial to maintaining the city's tourist economy.

This need is demonstrated by census data. McCall's median household income (\$49,414) is lower than that of Idaho as a whole (\$51,807), but the average house price is much higher. \$237,900 in McCall, \$189,400 in Idaho as a whole. This lack of modestly-priced houses means that McCall's homeownership rate of 54.4% is significantly lower than Idaho's rate of 68.5%. It also makes McCall unfriendly towards young adults and towards people of color. Only 17% of McCall residents are between ages 18 and 34, compared to 20.9% of Idaho residents. McCall's residents remain 99% white non-Hispanic, despite Idaho's Hispanic population reaching 12.3% of the state.

If the city does not approve projects like these, service workers will face long commutes, worsening traffic and making employment in the city less desirable. McCall should welcome developments like the Jake's Landing Townhomes in order to become a more inclusive and healthier community.

Sincerely,

Michael Witry
General Counsel

To Whom It May Concern,

Regarding the notice of a public hearing for the matter of Jake's Landing:

How is this even occurring? The primary objection was the rezoning issue and it was stated in the record that the loss of property values of the existing neighborhood of single family homes was the main reason to deny the entire application. This has not changed in the current proposal. In addition the council emphatically decided against allowing street parking and an ordinance change to allow fewer than needed parking spaces on the property.

The only change other than building and parking lot placement is the language of what these units are called. It has gone from Condos to Apartments back to Condos to, now, housing Units. There is still no statement of management other than Deeds and Restrictions which has already been determined by the city to be too ambiguous as the proposed deeds and restrictions have not been used in Idaho before.

The catch phrase "Affordable Housing" is not as prominent but is certainly meant to be considered as part of this proposal. The building costs have already been shown to preclude the median range and is therefore not applicable. In my opinion the case being made for "worker housing" means temporary or transient use as the primary focus, This will likely attract more of a party lifestyle than the predominant single family atmosphere in this area. By being for "seasonal" workers a transient population is guaranteed. I believe the owners should work with the R* designation, do two four plex buildings of 1100-1200 square feet each and work towards selling to new or small families. This would establish housing for beginning families in a family environment where they would be more likely to establish longer term roots to the community.

My main opposition to this is the rezoning and density issues with the incumbent traffic, transient population, and noise increase to the surrounding area. All of this proposal goes against established city criteria of maintaining or enhancing the existing neighborhood, parking requirements, and presumes additional sewer, power, and utility improvements that are not currently planned for or in zoning accordance.

Jack Risner
606 Thompson Ave
McCall, Id 83638
208-515-4645
jack.risner@gmail.com

To: McCall City Council

Subject: Proposed Jake Landing Project

From: Randy Hulbert, 1670 Warren Wagon Rd

Dear City Council,

I am a full time resident of McCall for the past five years. I first became interested in this proposed project when a friend told me of the application for an “affordable housing” project in his neighborhood. I fully understand the need for affordable housing in McCall. I have two friends who operate small businesses in McCall and they struggle to find and retain good help. In addition I have also seen individuals and families from the church that I attend leave McCall due to the lack of affordable housing.

I attended the P&Z hearing for this project and was disappointed by the proposal. The cost per square foot for the sale of the proposed units was not at all affordable and in fact was more expensive than most new construction I was aware of.

The proposed number of parking stalls appears to still be inadequate. On street parking should not be permitted on Thompson Ave. And no project of this type should need on street parking to qualify. Because of my background in land development I spoke at the P&Z hearing concerning the typical number of vehicle trips per day per residence. It appears from the application that you can add additional vehicle trips to the Laundromat as the units do not appear to have a space for washer and dryer hook ups.

Even though the applicant shows a snow removal area, most businesses and residential areas lose parking stalls when it snows. At the church I attend, the number of stalls is reduced during the winter do to the accumulation of snow. It's extremely difficult to completely clear a parking lot of snow and parking stall markings are covered. 32 parking stalls are simply not adequate for this proposal.

I am disappointed the applicant is still proposing the rezone to R-16, when that was the number one objection from the neighbors. I sincerely object to rezone. The project does not seem to justify a leap frog from R-4 to R-16 zoning. I believe that a well thought out project within the R-8 zoning requirements is not only feasible but can be a win-win for the neighborhood, the city and the applicant.

The current proposal does not seem to meet the needs of the community or address the concerns of the neighbors. It only seems to be focused on what is profitable for the applicant. I am also told that the applicant did not hold neighborhood meeting prior this revised proposal being submitted. I find that to be irresponsible even if it isn't required.

Thank you for your consideration.

Randy Hulbert

Dan & Nancy Krahn
211 E Lake Street
McCall, Idaho 83638
February 6, 2019

Morgan Bessaw, City Planner
McCall City Council Members
216 E Park Street
McCall, Idaho 83638

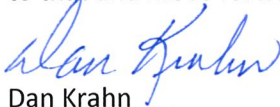
Ms. Bessaw and City Council Members,

We have resided at 906 Ann Street for 39 years and have watched the "Jake's Landing" parcel get rezoned from R4 to R8 to allow for higher density than any other property in the area to allow for condos due to a demanding market. The justification was for a blending from the commercial parcels to the west into the residential neighborhood. Now with the new demand for more affordable housing, the City has encouraged the rezoning of this parcel to an even higher density to meet a changing market. The changes that have been made to the project design don't change the impact to the neighbors but merely addresses design features brought up by local residents to improve the function of the project for the developer. Covered stairs, rear parking and a second exit road merely make the development more marketable. The concerns over density rezoning brought by the neighbors have not been addressed.

These are the concerns that the neighbors identified. The density is not acceptable and does not need to be shoved down the neighborhood's throats. The waiver of parking requirements has not been made for other developments but City staff has encouraged this one on one of the busiest streets in our community. The drainage does not show a resolution but is apparently up for further discussion. Other projects have been required to solve site drainage issues as well as City infrastructure shortfalls. Standards have been set for all to live by and protect current residents from spot changes. Nearby landowners depend on these standards to protect their own investments. However, with this development it is perceived that if current economic climates change the City may be willing to craft ways to enable a project's financial ability by making accommodations to a single development, negatively impacting existing residents.

This property was purchased with knowledge of the established zoning from a developer who also knew the density zoning. It was stated at the first neighborhood meeting, months ago, that the developer knew what the current density zoning was and that the project was viable with that density zoning. Economic hardship does not exist here, nor does that allow for special consideration. This project needs to comply with the existing zoning, parking, drainage and building standards that each of the other citizens in this neighborhood have complied with.

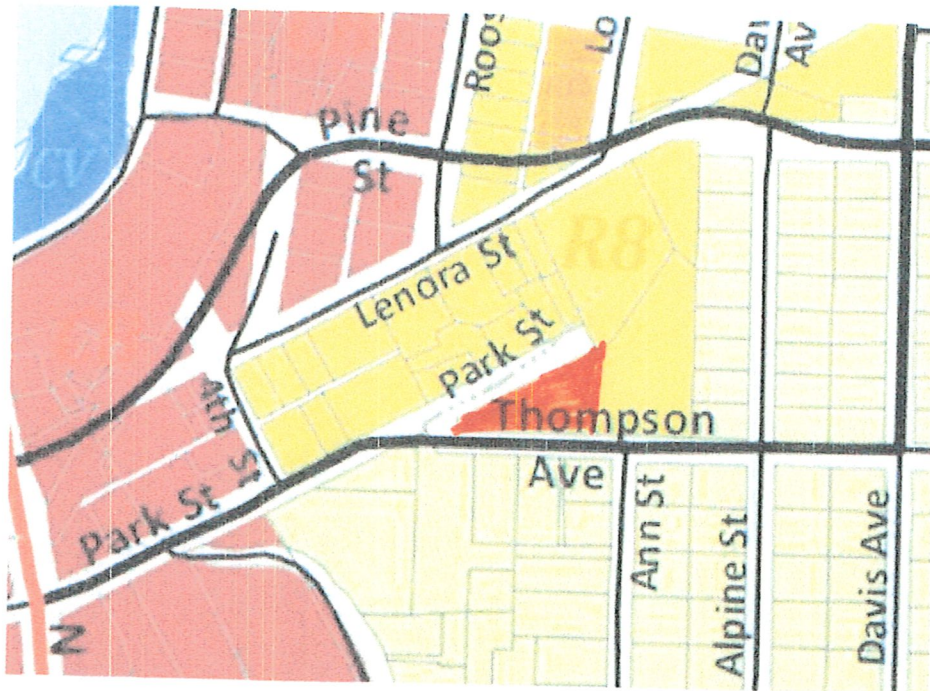
We ask you to deny the appeal of this project as proposed and apply the existing R8 zoning and building requirements that others in this residential market environment adhere to for any future proposals. If the developer wants to build a larger project, they should go find the real estate that allows it. If they would like to build their project at the size and standards allowed on this parcel then they should adjust to that and move forward. This is not the right land for the project they are presenting.


Dan Krahn


Nancy Krahn

City Council
City Hall
McCall, Idaho

February 6, 2019



Jake's Landing
R-16
proposed

Ladies and Gentlemen:

The Thompson Avenue neighborhood on the south side of Shenandoah Ridge, with one exception, is zoned R-4. Almost all of it is single-family owner-occupied year round. Almost all of it is long established. The triangular parcel shown above on Thompson is zoned R-8, as are other parcels adjacent but over the Shenandoah Ridge.

When Jake's Landing was originally platted in 1981, it envisioned three townhomes of four units each and required a rezone to R-8. One of the townhomes was constructed and still is there. (See Urban Renewal Designation Map from Comprehensive Plan 2018 amendment.) As the above map shows, there is no other R-8 property on the south side of Shenandoah Ridge, with which the Thompson Avenue neighborhood is associated. On the remainder parcel, on which 8 units (two townhomes) were to be constructed, as many as 14 units could be constructed under the existing zoning.

Instead, the developer now proposes to build 16 units and will require **rezoning** to R-16 and several exceptions to be made by the City Council to existing ordinances and guidelines. The Council has been asked to overturn the unanimous vote of the Planning & Zoning Commission opposing this development. (Is it any wonder, since the City Council often overturns P&Z recommendations, that there are regular vacancies on that body?)

The development would again double the **density** from R-8 to R-16. None of the owners in the neighborhood could anticipate this move to *high density development* when they purchased their

properties. The proposal submitted to the City Council refers to the surrounding area as R-8 (medium density); this is a misstatement of fact. It is only *this* property south of Shenandoah Ridge (including the existing fourplex) which is zoned R-8. Nothing surrounding it on the south side of Shenandoah Ridge is other than R-4. THIS IS LEAP FROG ZONING, OR SPOT ZONING.

The proposed development of 16 units is to consist of 16 two-bedroom, one-bath units of 640 square feet each with no covered parking. For the development to meet **parking** requirements, there would need to be 2.5 parking spaces per unit, or 40 spaces. The developer does not propose 40 spaces and admits that the 40 spaces cannot be met on the parcel (because of density of the housing) but proposes it should instead be fulfilled through on-street parking on Thompson Avenue. This is prohibited by ordinance from November to March because of street clearing requirements, and parking on-street is inconsistent with the neighborhood. No one parks more than temporarily on the street. Snow is piled high along the street, and parked vehicles will block visibility from the proposed access.

There is only one **access** proposed for the development, an existing driveway between this parcel and the one on which the existing four-plex is located. Existing CC&R's will prohibit the use of that driveway for more than 8 of the proposed existing units. At peak hours, exhaust from idling vehicles waiting for access will impact the health and safety of the neighborhood.

The project proposal for **snow removal** from within the project is inadequate. There is no place nearby to accept additional snow.

The storage shed for each unit is 6' x 8', and there is no other onsite **storage** within or outside the units. Where will boat and recreational trailers be stowed? (See photos of site property with trailer parked on the back of the lot next door.) The Planned Unit Development criteria seem to require that the development offer some amenities such as maintenance of the surrounding area. How many of the trees on the project will remain?

The proposal is for the development to generate up to **40 cars**, coming and going from the project onto Thompson Avenue at least once a day. Thompson is a major collector street and will be blocked by turning traffic. Moreover, the parcel adjoins Shenandoah Ridge, the hill leading from Park to Thompson. Everyone who drives that street knows there are several seconds of driving when visibility is blocked by the hill, leaving **pedestrian and bicycle traffic** particularly exposed. Adding 40-60 people to this roadway—pedestrians, bicycles and cars-- is an invitation to a calamitous accident. And it is hard to imagine those additional cars trying to turn left onto Third Street, given the existing conditions.

Drainage from other streets running into Thompson Avenue has traditionally run onto this parcel and created flooding. There is no discussion of the impact of infill of this property with impermeable areas created by the building and parking areas.

The neighborhood would not oppose the construction of the originally proposed additional eight units, and maybe would support 12, but the clogging of the area with 16 units on 1.14 acres of property (excluding the back portions considered to be a swamp and therefore unbuildable) is not well thought out.

One potential big problem is the issue of **management of the property**. There is an indication that the development will have a single owner, which presumably means these units will be rented. There is no mention of an on-site manager to enforce rules that will be developed to oversee residents of the

units. Because there is no storage space for recreational vehicles and inadequate space for storage generally, we can envision toys and play equipment outside the units, and we fear for the safety of children residing on the property who may spill into parking areas and neighborhood streets. We do not want or need unkempt housing in the neighborhood.

There is a great urgency, according to the Council comments in the past, for workforce housing. But this project will not consist of housing that our workforce can afford. Where are the deed restrictions to make this housing affordable? There is a total lack of information about price or rent.

The problem here seems to be that the developer purchased this parcel unconditionally and is now trying to save the profit he envisioned when he purchased it. That is not the province of the City of McCall or of the neighbors. We do not oppose workforce housing but believe it should be shaped to the property available and consistent with the existing neighborhood.

Thank you for your consideration,

Merrily and Tom Ratchford

911 Davis Avenue (corner of Thompson)

208-724-3838

A handwritten signature in cursive script, appearing to read "Merrily and Tom Ratchford", written over the printed name.

City of McCall – City Council
C/O Morgan Bessaw
216 E. Park Street
McCall, Idaho 83638

February 6, 2019

To McCall City Council Members

Subject: PUD 18-03, SUB-18-06, ZON-18-03, DR-18-52 / Thompson Ave - Jake's Landing / Thompson Place

Summary – As an adjoining property owner on Alpine Street, I oppose the proposed rezone of 3 parcels from R8 to R16. I oppose the use of “repurposed” shipping containers as likely detrimental to my property values as currently designed. I oppose this PUD as proposed unless and until the City can ensure adequate infrastructure related to drainage, snow removal, water and sewer, public safety, traffic and environmental impacts. Finally, I would ask the city and the developer to involve impacted neighbors and take their concerns seriously. Public notice, due process, and community involvement have been entirely inadequate to date for a project of this size and scope.

I attended the McCall library meeting on July 20 and listened closely to the discussion. Although this proposal is commendable in its intent to provide workforce housing, as a high-density development constructed with low-cost “shipping container” material, Jake's Landing, is totally inappropriate for this location, even with the newly updated cosmetic changes of the appealed proposal before you today. The increased density alone creates insurmountable problems with public safety, snow removal, drainage, infrastructure, wetlands impacts, and traffic. The style, materials and appearance are incompatible with the surrounding neighborhood and will negatively impact existing home values. Simply put, this might be a good proposal for McCall, but it is a terrible proposal for this location and for the surrounding neighbors.

I ask the McCall City Council to uphold the unanimous rejection of the proposal by Planning and Zoning Commission on September 11. I ask the City Council to deny and reject the proposed rezone of 3 parcels from R8 to R16 at the same location on Thompson Avenue. The developer should go back to the drawing board for this location to design a project that better suits the neighborhood and meets the current zoning restrictions of R8. This property (3 parcels) should not be rezoned to higher density (R16) which is clearly inconsistent and incompatible with the surrounding zoning restrictions. If the City of McCall and the developer are intent on supporting this design and density, place it in a location better suited to both. Please do not force-fit an inappropriate high-density development, with an ultra-modern design, into a parcel which is surrounded on three sides by traditional single-family residences and is associated geographically and spatially with Thompson Ave, where zoning is entirely R4 with the exception of a single fourplex. The parcels proposed for rezone are separated by a physical barrier from the downtown area by a ridge that runs to the north of the proposed PUD, so although the zoning map shows areas in the downtown core of higher density, the Jake's Landing area is entirely contained in a residential area of single family homes.

Current infrastructure does not support this proposal, and it violates several elements of the city's existing requirements, specifically sewer, drainage, parking, tree removal, and compatibility with the neighborhood, just for starters. I note several significant concerns with the development as proposed:

Snow removal and drainage, and related engineering to ensure that the water on my property does not get worse under this proposal. As there is no engineering plan to provide adequate drainage, this proposal raises questions about whether the city can ensure that the necessary infrastructure is in place. As there is apparently a question about property ownership in the drainage area behind the development, it is unclear who is accountable to ensure adequate drainage, and that the project will not adversely impact the homes adjacent to the proposed project. The latest design shows a narrow strip along the north side of the property for snow loading, yet the area is not accessible from the property, making it likely that snow will be placed in the common area. This will impact my property negatively, increasing the level of standing water in the spring and resulting in property damage associated with inadequate drainage.

Incompatibility of 16 unit, high density project dropped in the middle of a residential area entirely made up of single family units (with the exception of one fourplex). I agree with the need for affordable housing in McCall, but view this proposal as inconsistent and incompatible with the surrounding neighborhood. I am also concerned that this will negatively impact the value of surrounding properties, directly as a result of poor planning and rushing through a project that does not meet city requirements, has not been fully vetted, and has not involved the impacted community. This is akin to a "taking" of my property, by the city, without compensation.

Traffic and parking – Public health and safety issues are of great concern on a street without sidewalks and which is narrow, with blind spots at the hill, but already carries high volume of pass-through traffic. Thompson is a commonly-used pedestrian route to downtown, and increased traffic on this road creates a significant public safety problem for all members of the public, including drivers, pedestrians and bikers. For a community that wants to cut down on traffic, and promote biking and walking in the downtown corridor, this proposal is exactly the wrong thing to do.

Size and Nature of occupancy – There is no way to restrict to owner occupied (vs. workforce housing), and no way to police behavior, tenant activity, numbers of occupants, or nature of occupants. The Thompson Avenue neighborhood, including Alpine and surrounding streets, is made up predominantly of older historic residences, and this existing community is not compatible with a high-density development.

Size and appearance of the development – The style, design, and construction materials are incompatible with the neighborhood, and unlikely, given their small size, to accommodate families, and stable-long term owner-occupied residents. The design and "sustainability" is interesting and commendable, just not appropriate or compatible for the existing neighborhood which is made up entirely of traditional, mostly one story, modest older homes.

As a long-time property owner in McCall, I respectfully request this development be denied as currently proposed, including the proposed rezone of 3 parcels from R8 to R16. The higher density PUD is incompatible with the current neighborhood and is not supportable under existing McCall city infrastructure for traffic, public safety, water and sewer, snow removal, drainage. It will also negatively impact current property owners and property values.

Respectfully submitted,

Suzanne Budge -- 1106 Alpine

Feb. 6, 2019

To: Morgan Bessaw

City Planner, McCall, Idaho

Before the McCall City Council Feb. 14, 2019

RE Jakes Landing Development and Rezoning

My wife and I purchased a condo in Jakes Landing approximately fifteen years ago and we currently reside in unit #4 in the existing four units to the east of the proposed development. We were aware that this parcel would be part of an expanded version with two other buildings that were to be the same as the one that currently exists at 601 Thompson. For whatever reason the project was never completed. We have resided here long enough to be aware of all the pros and cons in the neighborhood, ie, vehicle traffic, pedestrian traffic, water runoff/drainage, snow removal and storage, etc.

I am an active realtor in McCall and know first hand of the problems we are facing here in terms of affordable housing. We need it badly. However, this project is flawed in too many areas to make it a reasonable part of the solution. The size and scope of the project is far more problematic than it appears on paper. There are simply too many unknown factors and too much speculation on the success of it's completion. It is too large for the 1.14 acre that the developer has proposed. The parking lot is far too large just to accommodate the snow removal for that size of a lot. I would invite each of you to come and see the current snow removal and storage adjacent to this property. The existing snow piles are the result of four existing units that can accommodate two vehicles each. We and our neighbors have dealt with this for over fifteen years. It will multiply with the proposed roofs that are metal.

We are concerned that there is only one driveway which exists on Thompson Ave. We question why the developers did not make arrangements with the city for another driveway coming off of Park Ave.

We are adamantly opposed to the four buildings and the zoning change requested! It is zoned properly and should remain that way. The developers should work within the guidelines of the original zoning of R8 and come up with a better solution. We hope you will look at every aspect of this project and NOT use it as a test run for the future.

Sincerely,

Clyde and Marty Dillon

Owners and residents of Jakes Landing #4





McDonald Consulting, LLC.

February 6, 2019

cjmc

To: Morgan Bessaw

City Planner, McCall, Idaho

Before the McCall City Council on February 14, 2019

RE: Jakes Landing Rezoning and Permitting.

Committee and Council Members,

Please register my continued opposition to the Jakes Landing Development now before the City Council on appeal. This project was unanimously denied by the city of McCall Planning and Zoning Commission in the fall of 2018. The revised proposal does nothing to address or resolve the biggest problems with this development – rezone, traffic, drainage, all of which directly impact my adjoining property. I strongly oppose the rezone of 3 parcels from R8 to R16. Additionally, I am concerned that drainage and snow removal is inadequate. Finally, I believe the use of “repurposed” shipping containers, albeit modified for cosmetic appeal, will negatively impact the value of homes in the area, along Alpine and Thompson Ave. I support development that is consistent and compatible with the Thompson Avenue neighborhood, but under McCall City’s own guidelines, development must not be detrimental to the existing neighborhood, and the development you have before you today clearly is.

I have done a considerable amount of work on property adjoining the proposal as a result of damage caused by inadequate drainage along Park Street, on the north boundary of the proposed PUD. Water does not drain properly on the lot behind ours and as a result we have had to pull and raise wooden fences due to their beginning to rot from being submerged. Standing water levels behind Alpine and along Park Street have increased in recent years, and more construction, creation of hardscapes and elimination of wetlands in the area will assuredly create even higher standing water levels leading to likely property damage for homeowners along Alpine, particularly those adjoining the Jakes Landing proposal.

Jakes Landing, as proposed, is going to make a bad situation worse, and exacerbate growing problems with drainage, wetlands, snow removal and infrastructure in the area immediately adjoining the development. I have more than 30 years in the construction and energy industry, and my experience with Environmental Assessments for wetlands and endangered species also leads me to raise concerns about what could well be federally-protected wetlands in the area, including the meadow in the “common area” of the parcel under consideration. I recommend a thorough review of the property for wetland delineation and associated flora and fauna that may require federal protection under the Federal Clean Water Act, and the Endangered Species Act. At minimum, an Environmental Assessment is warranted.

P.O. Box 597 Mountain View, Wyoming 82939

21 Regent Street Belize City, Belize

Page 285 of 498

McDonald Consulting, LLC.

As an engineering consultant with many years of experience working with field crews and construction works, I can also attest first hand to the many problems that arise around a transient workforce, who do not care for property, neighbors and surrounding areas, as do residents who own their own homes. This neighborhood is dominated by the latter rather than the former, and I believe that this development will degrade the culture and environment that makes this area attractive to those of us who want to enjoy our own property. We reside in this neighborhood precisely for its current character.

The rezone for 3 parcels as currently proposed, should not be allowed beyond R8. The use of “repurposed” shipping containers should be put on hold until the City of McCall can ensure that property values of surrounding neighbors are not harmed, particularly since there are no comparable values for the proposed construction design. As an aside, it seems unlikely that prefabricated shipping containers can withstand McCall winters without being retrofitted for our extreme weather.

Please feel free to contact me with any questions.

C.J. McDonald

CEO; McDonald Consulting, LLC
Mountain View, Wyoming

CEO; Lone Tree Enterprises, Inc.
Belize City, Belize

Cc: S. Budge

City of McCall

City Council Members

RE: Jakes Landing Project

2-7-19

My name is Emmett Price, I live at 602 E Thompson, directly across the street from Jake's Landing. I am opposed to this appeal as it is proposed, but I support the building of workforce housing on this site.

My wife Karin and I bought our home in the summer of 2000, and like most of the Thompson Avenue neighborhood we are owner occupied , year round residents.

The areas I oppose are the rezone to R16, Reduction in onsite parking, and the only access thru an existing shared driveway.

ZONING

While this site is close to downtown it is physically removed from the downtown area by the hill where Shennendoah ridge is located and the hill above the city shops on Park Ave. This site is physically attached to the Thompson Avenue neighborhood which is zoned R4. R16 here would leapfrog over existing R8 properties and the physical barriers separating this site from the higher density areas. This would become spot zoning. This dramatic density change would not have a positive effect on our R4 neighborhood. This is not in substantial conformity within the Thompson Avenue neighborhood.

There is some number of units that can be built here within its current R8 zoning, That number appears to be 14 units. While I understand increased density makes it easier for positive returns on the project, I don't believe that positive cash flow is the Council's responsibility. The surrounding property owners are your clients as well. I believe the rezone will do more harm than good.

ACCESS

The site plan shows only access from the existing driveway serving the current 4plex. Access to more than an additional 8 units would require the approval of the current 4plex owners. Both the 1981 plat of Jakes Landing Condominiums and the 2018 CC&Rs for Jakes Landing Townhomes show or describe 8 additional units from this access. This can easily be solved. Earlier P&Z comments asked for the improvements at the intersection of Park Street and Thompson Avenue. It is not much of a stretch to continue paving far enough to allow for access to the parking area shown on the site plan. This would require installation of a culvert. Maybe this would be a good use for some of the LOT funds. Additionally the sidewalk shown along Thompson at this location adds little if any value to the neighborhood or city. Could this be traded off to assist the developer create a 2nd access off Park?

PARKING

The number of parking stalls shown is less than the city standard of 2.5 per unit. This is making the assumption that street parking would be allowed on Thompson Avenue. It is not common for current residents to park on Thompson Avenue. This is a very busy collector road. As traffic comes into town from the south, the common route taken is Park to Thompson to Davis and not the preferred Railroad to Pine to Wooley to Davis route. Allowing on street parking would become detrimental to the safety of

the public and not in substantial conformity with the neighborhood. Can this be identified as a no parking area or fire lane? Parking here is also prohibited by city code 8-5-030 November 1st thru March 31st. All parking must be retained onsite. As a result, a reduction from 2.5 stalls per unit is not possible. The thought that the tenants will not have cars and will walk to work is at best very optimistic. No one knows how many occupants or drivers per unit there may be. Allowing a reduction from the 2.5 per unit is setting the neighborhood up for failure, both in parking and streetscape.

I understand and support the need for workforce housing. I'm comfortable with it in my neighborhood and on this site. The desire to get an infill project for workforce housing approved is so great, it could be very easy to allow exceptions to the existing city development standards. This would lead to unintended consequences for the Thompson neighborhood. We are your clients as well. This site works well with 12 units, It would be within the current R8 zoning and allows for the required onsite parking. I think this is a reasonable compromise between the original 8 units and the requested 16 units and would help provide at least some of the needed workforce housing.

On 2 occasions after the required neighborhood meeting held July 20, I have asked the applicant to engage the neighborhood. There has been no effort made by the applicant to do this. The thought must be there is enough support within the city to push this thru regardless of neighborhood concerns

This application needs thoughtful consideration and careful guidance to avoid unintended consequences, be of the correct scale and complimentary to our existing neighborhood. Good projects don't happen by accident.

Emmett & Karin Price empbn4@gmail.com 208-315-1676

602 E Thompson Ave.

McCall Id

McCall Planning and Zoning

2/3/2019

McCall City Council

RE: Thompson St. Rezoning – Jake’s Landing

Committee and Council Members,

We reside at 1100 Alpine St. on the Corner of Alpine and Thompson Street. My family and I have lived in this neighborhood for over 15 years. We have serious concerns over the possibility of rezoning the Jake’s Landing parcel because of the increased density. Our residential area already has a higher than normal traffic flow for the intended use of this street and to construct a high-density unit in the middle to this residential area creates some serious safety concerns for my family. Placing a high-density unit in the middle of a well-established residential area will negatively impact the heart of this neighborhood and community. This high-density proposal could also negatively impact McCall’s downtown core. I believe the property is zoned correctly for the neighborhood and should not be changed.

We objected to this proposal back in September of 2018 and while the developer has made some design changes they have not changed their desire to maximize their profits from this development. I would encourage workforce housing in our neighborhood but am against a change in the density of this parcel as it would be out of place with every adjacent property. With the new plans still have concerns about the drainage issues surrounding this location and a well thought out plan needs to be evaluated prior to any development approval. For years I have helped neighbors mitigate damage to their property due to the high-water table and lack of drainage. I would have these concerns regardless of size of the development but if this plat is rezoned for high density units than the drainage issue would be exacerbated for those in this neighborhood. In addition, we also have concerns with the new experimental construction methods being considered. I was held to a set of standards set forth by the city while recently renovating my house. I am hopeful that those developing in my community are held to the same standards for the benefit of all. We are also concerned about parking, infrastructure, lighting, and the nature in which this development is proceeding.

We understand the need in our community for workplace housing and this location could still be used as workplace housing without changing the density. I believe that the rezoning of this parcel would create more problems in the current neighborhood than it would solve with the local housing issue. Allowing the developer to progress with the current R8 designation would be appropriate. We are hopeful that the city would incorporate a full review process due to the scale of impacts in this neighborhood located so close to the downtown core. In conclusion, my family would be in opposition of a rezone and feel that the R8 status is appropriate for this area. Thank to for listening to my concerns.

Sincerely,

Graham and Tanya Pinard



WEST CENTRAL MOUNTAINS
ECONOMIC DEVELOPMENT COUNCIL
Valley County • Cascade • Donnelly • McCall • Meadows Valley

8/5/2018

Dear City of McCall Planning and Zoning,

Local (workforce) housing is one of the biggest barriers to economic development in our region. WCMEDC supports the creation of new local housing in the City of McCall, and believes higher densities may allow for more affordable designs. We ask that the City of McCall carefully consider the impact of this development on City infrastructure and transportation/parking, and work with the developer to make sure this project provides the intended benefit to the community, without putting undue burden on infrastructure OR the developer.

There are many barriers to affordable housing in our region. A short building season, expensive construction costs, market incentives for developers to build primarily high-end homes, exposure to market shifts and securing financing to see projects through--all come into play when a developer sets out to build housing. A balance must be struck to incentivize affordable housing, and we believe that the environment in our region, including McCall, requires municipalities and counties to be flexible in order to get projects done. We also know that projects have impacts on neighbors and infrastructure. Mr. Marostica has set out to overcome the challenges of affordable housing development in our region. We ask that you support his efforts, and help him to find the right balance for his project in a way that will pave the path for additional projects.

We are also happy to assist the City of McCall and Mr. Marostica if there were an opportunity to help identify grants or incentives to help make this development pencil. WCMEDC voted to submit this letter of support on August 2nd, 2018. Some members of the Council abstained from the vote, as they are public officials.

Sincerely,



Andrew Mentzer on behalf of the WCMEDC Board of Directors
Executive Director
WCMEDC.org



August 9, 2018

Re: Thompson Avenue Project

Dear City of McCall P&Z,

We write to you on behalf of the McCall Area Chamber of Commerce and Visitors Bureau (MACCVB).

The MACCVB is the concerted voice of local businesses, promoting and protecting their interests as well as the interests of the community at large. We are committed to maintaining a healthy community with a sought-after quality of life featuring year-round recreational opportunities and a thriving economic climate with opportunity for all.

The MACCVB acknowledges the local (workforce) housing shortage and our region's challenge to keep up with the growing demand on our businesses and communities. The labor shortage and the housing shortage are inextricably linked. We support and commend projects that seek to solve this major issue using innovative and sustainable means.

We respect the City of McCall and P&Z's responsibility to assess impacts on infrastructure, transportation/parking, and nearby neighborhoods. We believe that by working closely together, projects can strike the right balance without putting excessive burden on the City, its residents OR the developer.

Sincerely,

The Board of Directors
McCall Area Chamber of Commerce & Visitors Bureau

P.O. Box 350 | 605 N. 3rd Street | McCall, ID 83638

P: 208.634.7631

info@mccallchamber.org

www.mccallchamber.org

August 14, 2018

Dear City of McCall P& Z,

I am writing to you as an adjoining property owner of the proposed project DR-18-52 on Thompson Avenue.

I am in support of the current property being rezoned to a higher density of 16 units per acres.

Personally, I like the environmentally conscious concept of upcycled "shipping containers".

Furthermore, having toured the model home created by IndieDwell, the finish work & energy efficiency of these homes is something needed today. These homes are nicely finished & designed with an open floor plan in mind. The use of space is superior to many of the homes I've seen in McCall.

In my opinion, the location of this development is beneficial for the neighborhood & the City of McCall. It is walking distance to downtown's shops, restaurants, Payette Lake, Ponderosa State Park, & grocery stores.

I believe the project fits well with the long standing history of the neighborhood. As many people are aware the majority of the houses within this neighborhood were houses built in Stibnite, Idaho in the early 20's & 30's. These 'Stibnite House's' were then re-located to McCall in the late 50's & 60's.. In the 70's several other homes in the neighborhood were purchase by the former Boise Cascade Corporation for work force housing.

The goal of the developers, Kurt & Eve Marositica, is to build a project focused on work force housing, to provide long term rentals & primary residences for the people who live & work within our community. I stand beside them in support of these goals.

Sincerely,

A solid black rectangular box redacting the signature of Ellen Ganz.

Ellen Ganz

Rachel Santiago-Govier

From: Randy Hulbert [REDACTED]
Sent: Tuesday, August 28, 2018 8:29 AM
To: Morgan Bessaw
Subject: Jake's Landing

Dear City of McCall,

We wish to express our concern for the proposed subject project.

While we do not live in the immediate area, we visit friends in that neighborhood on Thompson Ave. regularly. We believe there was wisdom in the original decision to zone the property R-8. We request that you seriously consider retaining that R-8 zoning. The traffic impact of a change to R-16 should be obvious and it appears that the proposed project is simply too large for the original intent of the property and the surrounding neighborhood.

Thank you for your consideration.

Randy & Win Hulbert
[REDACTED]

Rachel Santiago-Govier

From: Erin Greaves
Sent: Thursday, August 30, 2018 9:21 AM
To: Anette Spickard; Michelle Groenevelt; Morgan Bessaw; BessieJo Wagner
Subject: Fwd: Report a Compliment or Concern - New Form Submission for McCall Idaho

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]
Date: August 30, 2018 at 8:25:47 AM MDT
To: EGREAVES@MCCALL.ID.US
Subject: Report a Compliment or Concern - New Form Submission for McCall Idaho

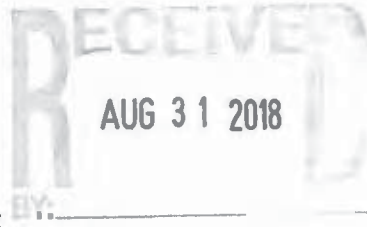
A new submission has been received for Report a Compliment or Concern

First Name: Jean
Last Name: Goff
Email Address: [REDACTED]
Phone:
Address:
City: McCall
State/Province: ID
Zip Code: 83638
Describe Your Concern: I object to the Jakes Landing development for the high impact it will cause. It is not the place for low income housing.

McCall Planning and Zoning

McCall City Council

Re: Thompson St. Development



8/30/18

Committee and Council Members;

We reside at [REDACTED] the past 39 years and attended the first neighborhood meeting the developer had for their first plan. We were told there the push for higher density came from City Staff not the developer. I asked if the project could be done with the R8 status they purchased the land under and was told yes. Why staff would add their desires to a proposed plan that fit the existing density is troublesome to us. Thompson is a busy collector street and to drop a high density project into the tightest traffic area makes little sense to us. Lines of sight and topography are not conducive to higher density traffic flows in such a congested area.

We are concerned and not supportive of a rezone to R16 for this property. The density does not fit with the well-established neighborhood hence the blending of design and neighborhood integrity are diminished reflecting on neighbor's property values. We wonder if the City staff or any of you were to view this from the neighborhoods perspective and this were plunked down next door if anyone would think this fit their neighborhood. A blended approach at R8 still allows the developer to succeed while maintaining the style, character and safety of the existing neighborhood along with helping relieve some more affordable housing options. This housing solution should not be shouldered by one neighborhood on such a highly traveled roadway but spread over many parcels allowing for dispersity among the community.

The design proposed, as we have learned by others research has not been approved to be used in the Boise area market place. Building and safety codes need to be reviewed by proper authorities. By process that appears it should have occurred prior to putting this developer through an abundance of work and expense to develop a plan for the City.

With a density at R16 the snow storage by a mathematical measurement doesn't seem to work out as evidenced by the City running out of downtown storage the past several years for plowing streets. As one who plows I can see the storage areas are insufficient for the surfaces planned. Along with parking is the sidewalk storage which will be compounded by the fact the City plows the street onto the area shown as a sidewalk on Thompson. Since the property owner is responsible for clearing the sidewalk that area must be provided for also. The .54 acre common area should be developed for snow storage and a proper storm drain basin and plan installed in the City easement all the way to the filtration pond across Sampson Trail St. so others don't bear the burden of this parcels development.

An interesting bit of information shared during the first neighborhood meeting was that the City is willing to waive the parking standard downward to allow more units. While some are held to a standard it is interesting the City would negotiate its ordinance when it appears the project fits their goal. This

merely shifts the burden on to others in the neighborhood. Over flows and infringement will occur to other property owners.

This property was given an increase in density years ago and that still fits today. We can live with an R8 if the parking and snow storage issues along with final approval that the building design and standards are met including safety and health stds. And snow loads. We believe it proper to have a design review process for this project in its entirety not just a single building as this is a new building design and structure. This will allow neighbors and others an ability to see building finishes to know they meet the areas and neighborhoods design features. This big of a change to a community must follow a full process and allow for complete public input and not be pushed to a fast track as has been described by some during the first neighborhood meeting. With this being a new proposal for this project it would warrant a new neighborhood meeting also.

In closing, we oppose the City pushed rezone to R16 of the Thompson St. project. We believe an entire solution to drainage and snow storage must be agreed to prior to approval of any project at this site. Proper parking requirements for the number of units must be followed and we ask that other cities be consulted that have used railcar type housing units in similar climate conditions.

Sincerely,



Dan Krahn

Nancy Krahn



8/31/2018

To the Planning and Zoning Committee,

Concerning the Park/Thompson Project

We have major concerns about the Thompson property possibly being changed from medium density R8 zoning to high density R16 zoning.

The existing zoning is shown as R-8 medium density, and allows for three four-plexes, but the developer appears to want our City to change the zoning to R-16, which would allow six four-plexes to be built on the site. A six, four-plex compound on Thompson, a street that already has one four-plex, while all other residences in the area are "Single family" would not fit the City Guidelines, Section 4.0. Guideline #2, Adjacent Buildings and Uses, states "New construction should be compatible with existing adjacent buildings and uses. For example, do not create noise, traffic or use nuisances for adjacent properties."

See also Sec. 8.0, Design Guidelines For Residential Districts;

"Preserve compatibility with surrounding neighborhood."

"Promote active and safe streetscapes in residential neighborhoods that are conducive for walking or biking."

Thompson already has a traffic problem (speeding, ignored stop signs, and heavier than designed use), and is not even now safe for walking and biking. Inserting a high density complex which is not compatible with the neighborhood invites further congestion, caused accidents and injuries, and increased noise and clutter.

So, back to concerns to be addressed; If the City changes the zoning to allow 6 four-plexes (24 family units), or even the existing now allowed 3 four-plexes (12 family units), how is the additional vehicle and foot traffic going to be managed for safety? Stop lights? Stop signs? Bike paths? A new Park St./Thompson layout? Increased Police attention?

The Thompson Project would put a greater burden on this neighborhood and we need to know what the city will do to alleviate it.

Sincerely,

[REDACTED]

[REDACTED]

Morgan Bessaw
City Planner
216 East Park Street
McCall, ID 83638

September 3, 2018

Subject: Jake's Landing PUD-18-03, Sub-18-06, Zon-18-03, DR-18-52
Letter before Public Hearing On September 11, 2018 at 4:30 pm (letters by the 4th)

Dear Ms. Morgan:

Below is an accumulation of notes exchanged with Jack and Emmett on the Thompson Ave. project.

I'm also directly affected by what happens along Thompson. I've lived in McCall for 25 years. I've seen many mistakes; I could write a book that would shock your imagination.

The subject project plan is not well studied. The first iteration was quite amateurish. You must have breathed some changes into the layout that made sense, for the better. Reading the narratives below you will see there could be insurmountable problems.

The cost feasibility should be the initial effort of any project before spending expensive time. Apparently this effort hasn't been done. The cash flow won't work, in my opinion. (See the Excel chart attached. (The numbers are from personal experience and rounded up.))

From: Hugh McNair [mailto:████████████████████]
Sent: Sunday, August 26, 2018 3:56 PM
To: 'Emmett Price'
Cc: Jack Risner
Subject: RE: Jake's Landing

Jack and Emmett 8/26/18

You and Emmett are putting a great deal of effort in the subject project; making suggestions to those opposition folks, needing to pay attention. In addition to the public comments you've outlined, there should be more focus enlightening the bureaucrats that the numbers are most important.

Rents should be made affordable without government subsidizes, the cost numbers, i.e. construction and otherwise should be developed before very much is time is wasted. Example:

- The foundations will be in a high water-table, that's apparent by water in the crawl space of the existing Jake's Landing building. This condition may require piling supports below the frost effects and may even require a pumped drainage system.

- The lagoon proposed at the low-point of the site may not be able to be sized to accommodate the displacement of the new covered areas, i.e. the roofs and paved areas.
- The code required R-Factor for the building living envelope may negate the economy of the proposed "prefabricated shipping-containers". Poor folks need quality construction, too.
- The sewer and water utilities are questionable, currently and for the future. The engineering and funding needs to be verified. The design occupancy and cost could be seriously impacted.
- There's been nothing mentioned about the disruption of the habitat for various critters, plants and organisms. I've seen and have been told there are protected wild orchids. I recommend having the Cities Arborist survey the surrounding site.

My experience is and I have been in the commercial building business for 4 decades; a good plan must be large enough to dilute the largest cost elements. That's generally done by building the most units that can be put on a site, needed to reduce the cost per square-foot (SF) of building. The subject project isn't practical, in my opinion. Something powerful is vigorously pushing this bad project?

I could go further in detail, but the engineers, need the experience. All we can do is warn of obvious problems and suggest they get help.

The design shown isn't by someone who has lived in snow. Surely the building design will eventually be worked out after the site issues. Example: there's too much glass to heat. The entry stairs are exposed to 100% weather and snow and ice. Heating the stairs is ridiculous, chemical ice-melt will destroy concrete and steel in a couple seasons. Roof pitch should be 5/12 and seamed metal.

I'm too old to care how folks choose to rid themselves of their money. What's disturbing to me is the level of difficulty the current generations, (professional and otherwise) have in learning.

Hugh McNair



Cost est. for 12 units

Estimate	January	February	March	April	May	June	July	August	September	October	November	December	Year Total	unit per month
HOA Dues / maintenance	555.00			555.00			555.00			555.00			2,220.00	185.00
Valley County Taxes									2332.18				2,332.18	194.35
Tax Preparation												0.00	0.00	0.00
Homeowners Insurance										346.00			346.00	28.83
Propane							1688.10	240.29					1,928.39	160.70
Water Sewer	77.71	78.40	77.70	77.70	78.41	78.41	78.41	84.80	84.80	78.41	84.80	84.80	964.35	80.36
Electricity	240.03	225.59	136.41	84.48	78.01	78.40	77.70	77.70	77.71	78.40	77.70	77.70	1,309.83	109.15
Loan Payments / Rent		1237.84	1118.05	1105.89	1416.66	1291.66	1345.48	1118.05	1105.89	1416.66	1291.66	1345.48	13,793.32	1,149.44
Sub Total estimated monthly costs per unit													22,894.07	1,907.84
Estimated cost per unit			640 SF X 200.00 =										128,000.00	1,536,000.00
note: winter work -40% efficiency, fire walls etc.														
Less grant and LOT ????														500,000.00
Borrow \$????														1,036,000.00
Water rates are increasing The City seems to be opposing affordability														

Planning and Zoning Commission

City of McCall

216 E. Park Street

McCall, Idaho 83638

August 23, 2018

Re: Jake's Landing

Ladies and Gentlemen:

We bought our property on [REDACTED] more than 15 years ago, with an eye toward moving from Boise to McCall in the future. We built a house on the property and have resided here fulltime now for six years. Needless to say, when we bought the property we were well aware of the character of the neighborhood and expected it to stay that way. Zoning for all but one parcel of property on Thompson and feeder streets was single-family residential. We have met many neighbors and most of them live in their homes yearround.

When the fourplex was built in Jake's Landing, we understand the proposal was to build one or two more similar multiple-family structures adjacent to it. If that were proposed today for this property, you probably would not get one letter of protest, even though the density for that parcel was four times the density of the surrounding single family home neighborhood. In fact, if this proposal was to add three buildings of four units each, we believe the opposition would largely disappear.

Zoning ordinances are intended to protect against incompatible uses and to provide some assurances that uses which are harmful to existing owners will not be allowed. The purpose of zoning is "to promote the health, safety, morals, and general welfare of the community, to protect and conserve the value of buildings, and encourage the most appropriate use of the land." We submit that property values in the vicinity of this project will be adversely affected by the addition of 16 dwelling units as proposed. No zoning would need to be changed if the project is limited to 12 dwellings.

Aside from density, we are greatly concerned about any increase in traffic on Thompson. We hope that the City will realize this is a problem that has to be addressed now. Park/Thompson could be realigned so through traffic will not need to go over the hill. Reserve that access to owners who reside at the top of the hill and allow bicycle and pedestrian traffic to use it. Redirecting traffic from Third Street and Park to a route around the Public Works building to come onto Thompson from Park would significantly reduce the impact of this development and would address a traffic issue that has existed and grown while residents and visitors desperately explore ways to move around town.

Allowing parking on Thompson flies in the face of the practice in this vicinity and concedes something that would not be required if the project were reduced to 12 units. No one parks regularly on Thompson, but the developer proposes it here. Residents will naturally want to park on the street, but this is not compatible with the neighborhood.

We know you on the Commission are volunteers and spend many hours doing work that is often underappreciated. However, we rely on you for planning and zoning decisions that recognize that however much we are anxious to achieve one goal, it is not done at the unreasonable expense to others. Please know that we hope you will take all of the issues very seriously and, weighing them all (even in the face of the desire to add worker housing), reject this application if a zoning change is required, because the density alone is not appropriate.

Respectfully submitted,



U Merrily Munther and Thomas K. Ratchford V

September 4, 2018

Morgan Bessaw
City Planner
216 E Park Street
McCall, ID 83638

As a resident of McCall at [REDACTED] it has come to my attention that the city is supporting a residential R16 zoning change in a well-established neighbor. While I don't live on the street and do drive that street daily. A number of things disturb me about this change:

1. Why would the city be supporting this type of density on the hopes of getting affordable housing? While it might be attained on a short term basis, long term it doesn't solve the problem. Market demand will drive pricing of those units well above affordable housing.
2. Based on the council's action can we now assume that any established neighborhood with a vacant lot can be a target for up zoning to get "affordable housing" even though its is not compatible with the neighborhood,. This is especially upsetting when there are other locations in the city that it would not disturb an established neighborhood.
3. Does the City Council have the authority to unilaterally remove funds from a road and sewer initiative that was passed by the voters through a sales tax increase? While the City council may conclude we need more affordable housing I find it objectionable to takes funds from a very needy program to improve roads and sewer lines. This was an initiative that the city concluded was desperately needed for the city to survive, or so the sales pitch went at the time.

I believe that a community needs affordable housing to promote a vibrant economy but indiscriminant placement of affordable housing in established neighborhoods is not the way to do it. How about some serious city planning to establish areas within the city that would be acceptable to residents, with lots of input from residents of the city.

A word in passing, the only effective long term affordable housing programs I have ever seen have been from Federal Section 8 housing.

Please reconsider what you are doing and reject this particular Jakes Landing Proposal.

Sincerely,

Grant Allan

[REDACTED]
McCall, Id 83616

City of McCall
Planning & Zoning Commission
C/O Morgan Bessaw
216 E. Park Street
McCall, Idaho 83638

September 3, 2018

Members of the McCall Planning and Zoning Commission

Subject: PUD 18-03, SUB-18-06, ZON-18-03, DR-18-52 / TBD Thompson Ave - Jake's Landing

Summary – As an adjoining property owner on Alpine Street, I oppose the proposed rezone of 3 parcels from R8 to R16. I oppose the use of “repurposed” shipping containers as likely detrimental to my property values as currently designed. I oppose this PUD as proposed unless and until the City can ensure adequate infrastructure related to drainage, snow removal, water and sewer, public safety, traffic and environmental impacts. Finally, I would ask the city and the developer to involve impacted neighbors and take their concerns seriously. Public notice, due process, and community involvement have been entirely inadequate to date for a project of this size and scope.

I attended the McCall library meeting on July 20 and listened closely to the discussion. Although this proposal is commendable in its intent to provide workforce housing, as a high-density development constructed with low-cost “shipping container” material, Jake's Landing, is totally inappropriate for this location. The increased density alone creates insurmountable problems with public safety, snow removal, drainage, infrastructure, wetlands impacts, and traffic. The style, materials and appearance are incompatible with the surrounding neighborhood and will negatively impact existing home values. Simply put, this might be a good proposal for McCall, but it is a terrible proposal for this location and for the surrounding neighbors.

I ask the Planning and Zoning Commission to deny the design to be presented to P&Z on September 11. I ask the P&Z commission to deny the proposed rezone of 3 parcels from R8 to R16 at the same location on Thompson Avenue. The developer should go back to the drawing board for this location to design a project that better suits the neighborhood and meets the current zoning restrictions of R8. This property (3 parcels) should not be rezoned to higher density (R16) which is clearly inconsistent and incompatible with the surrounding zoning restrictions. If the City of McCall and the developer are intent on supporting this design and density, place it in a location better suited to both. Please do not force-fit an inappropriate high-density development, with an ultra-modern design, into a parcel which is surrounded on three sides by traditional single-family residences and is associated geographically and spacially with Thompson Ave, where zoning is entirely R4 with the exception of a single fourplex. The parcels proposed for rezone are separated by a physical barrier from the downtown area by a ridge that runs to the north of the proposed PUD, so although the zoning map shows areas in the downtown core of higher density, the Jake's Landing area is entirely contained in a residential area of single family homes.

Current infrastructure does not support this proposal, and it violates several elements of the city's existing requirements, specifically sewer, drainage, parking, tree removal, and compatibility

with the neighborhood, just for starters. I note several significant concerns with the development as proposed:

Snow removal and drainage, and related engineering to ensure that the water on my property does not get worse under this proposal. As there is no engineering plan to provide adequate drainage, this proposal raises questions about whether the city can ensure that the necessary infrastructure is in place. As there is apparently a question about property ownership in the drainage area behind the development, it is unclear who is accountable to ensure adequate drainage, and that the project will not adversely impact the homes adjacent to the proposed project. The latest design shows a narrow strip along the north side of the property for snow loading, yet the area is not accessible from the property, making it likely that snow will be placed in the common area. This will impact my property negatively, increasing the level of standing water in the spring and resulting in property damage associated with inadequate drainage.

Incompatibility of 16 unit, high density project dropped in the middle of a residential area entirely make up of single family units (with the exception of one fourplex). I agree with the need for affordable housing in McCall, but view this proposal as inconsistent and incompatible with the surrounding neighborhood. I am also concerned that this will negatively impact the value of surrounding properties, directly as a result of poor planning and rushing through a project that does not meet city requirements, has not be fully vetted, and has not involved the impacted community. This is akin to a “taking” of my property, by the city, without compensation.

Traffic and parking – Public health and safety issues are of great concern on a street without sidewalks and which is narrow, with blind spots at the hill, but already carries high volume of pass-through traffic. Thompson is a commonly used pedestrian route to downtown, and increased traffic on this road creates a significant public safety problem for all members of the public, including drivers, pedestrians and bikers. For a community that wants to cut down on traffic, and promote biking and walking in the downtown corridor, this proposal is exactly the wrong thing to do.

Size and Nature of occupancy – There is no way to restrict to owner occupied (vs. workforce housing), and no way to police behavior, tenant activity, numbers of occupants, or nature of occupants. The Thompson Avenue neighborhood, including Alpine and surrounding streets, is made up predominantly of older historic residences, and this existing community is not compatible with a high density development.

Size and appearance of the development – The style, design, and construction materials are incompatible with the neighborhood, and unlikely, given their small size, to accommodate families, and stable-long term owner- occupied residents. The design and “sustainability” is interesting and commendable, just not appropriate or compatible for the exiting neighborhood which is made up entirely of traditional, mostly one story, modest older homes.

As a long-time property owner in McCall, I respectfully request this development be denied as currently proposed, including the proposed rezone of 3 parcels from R8 to R16. The higher density PUD is incompatible with the current neighborhood and is not supportable under existing McCall city infrastructure for traffic, public safety, water and sewer, snow removal, drainage. It will also negatively impact current property owners and property values.

Respectfully submitted,

Suzanne Budge -- 

Members of the Planning and Zoning Committee,

I am opposed to the proposed construction project next to our home located at [REDACTED] in McCall, Idaho. We recently replatted Jake's Landing with Mike Robnett to convert Jake's Landing units into townhomes He sold lot 5 to Mr. Marostica who is now proposing to cram up to 36 used shipping containers onto the meager 1.14 acre lot beside us. This could potentially add over 126 people, 72 vehicles and 50 dogs as my immediate neighbors.

This proposal violates our covenants for Jake's Landing, and the City of McCall density plan. Lot 5 is zoned R8 which already allows for a higher than normal density of up to 8 additional families in our single family, residential neighborhood.

As soon as the property was sold to Mr. Marostica, he immediately filed to rezone his recently purchased lot to **QUADRUPLE** the current zoning. This is not in the best interest of Jake's Landing, nor of our community as a whole.

All of the other townhome owners in Jake's Landing, and over 67 neighborhood citizens, I have personally spoken with, are vehemently opposed to rezoning lot 5 from medium to high density.

I live in an intimate, mostly single-family dwelling neighborhood in McCall. Most of my neighbors are full time, year-round residents. I know them. I have cultivated friendships with them during the past 6 years my husband and I have owned our townhome. As McCall residents, my neighbors are actively involved working and volunteering in our community. We are your teachers, small business owners, musicians, managers, attorneys, and construction workers. We are police officers, fire fighters, hospital employees, service workers, and retirees. More than outdoor recreation, we represent the best of what McCall has to offer... its full-time residents.

We live here.

We work here.

We vote here.

As our elected officials, we trust you to represent our best interests as full-time residents. We are McCall's working class, and we do not support rezoning our neighborhood. The proposed rezoning and subdivision of lot 5 is not in our best interest as a neighborhood, nor community as a whole. Represent the best interest of your constituents. Represent your fellow full-time residents.

Vote no to rezone.

Sincerely,

[REDACTED]

McCall Planning and Zoning

9/3/2018

McCall City Council

RE: Thompson St. Rezoning – Jake’s Landing

Committee and Council Members,

We reside at [REDACTED] on the Corner of [REDACTED]. My family and I have lived in this neighborhood for over 15 years. We have serious concerns over the possibility of rezoning the Jake’s Landing parcel because of the increased density. Our residential area already has a higher than normal traffic flow for the intended use of this street and to place a high-density unit adjacent to this residential area creates some serious safety concerns for my family. Placing a high-density unit in the middle of a well-established residential area will negatively impact the heart of this neighborhood and community. This high-density proposal could also negatively impact McCall’s downtown core. I believe the property is zoned correctly for the neighborhood and should not be changed. As per the developer at the neighborhood meeting this summer the current zoning “works” for him to move forward.

We also have concerns about the drainage issues surrounding this location and a well thought out plan needs to be evaluated prior to any development approval. For years I have helped neighbors mitigate damage to their property due to the high-water table and lack of drainage. I would have these concerns regardless of size of the development but if this plat is rezoned for high density units than the drainage issue would be exacerbated for those in this neighborhood. In addition, we also have concerns with the new experimental construction methods being considered. I was held to a set of standards set forth by the city while recently renovating my house. I am hopeful that those developing in my community are held to the same standards for the benefit of all. We are also concerned about parking, infrastructure, lighting, and the speed of which this development is proceeding.

We understand the need in our community for both workplace housing as well as affordable housing. I believe that the rezoning of this parcel would create more problems in the current neighborhood than it would solve with the housing issue. Allowing the developer to progress with the current R8 designation would be appropriate. We are hopeful that the city would incorporate a full review process due to the scale of impacts in this neighborhood located so close to the downtown core. In conclusion, my family would be in opposition of a rezone and feel that the R8 status is appropriate for this area. Thank to for listening to my concerns.

Sincerely,

[REDACTED]

Graham and Tanya Pinard

09/04/2018

To: City of McCall Planning and Zoning Commission
ATTN: Morgan Bessaw
RE: Jake's Landing Proposed Development

I am located at [REDACTED] McCall, Id. across from the proposed development site. I am in opposition to all submitted plans and proposals. I feel there has been a deliberate lack of investigative processes for this site, in addition to, purposeful misdirection in the application language. Specifically the zoning agenda is set to look at rezoning 3 parcels not the one indicated for consideration on the public notice. Please note the additional following concerns.

- A) The proposed development is looking for a rezone from R8 to R16. The increased density does not fit into the guidelines set forth by the city to maintain or enhance an existing neighborhood. There are approximately the same number of single family homes in a 1.5 block area adjacent to the lot which is 1.5 acres.
- B) The increased density of this development will increase the number of vehicles entering and exiting Thompson Ave./Park onto 3rd St. especially during high tourist times.
- C) The increased traffic impact on 3rd St. will be exasperated by the hill on Thompson/Park especially during snow season. Additional backed up traffic will be trying to stop and start on a slick roadway including potential hard stops due to unseen traffic on either slope of the hill, increasing demand on emergency services. Additional pedestrian traffic will also create a hazard on a roadway not equipped (nor planned to be equipped) with sidewalks. Vehicles entering or exiting Thompson from the complex will likely have to stop for vehicles traveling on Thompson before being able to turn into or out of the complex creating further opportunities from traffic accidents due to the impaired visibility from the hill and/or snow conditions
- D) The number of parking spaces for the development still do not match the actual number needed for the residents. The plans show 2 spaces per unit even though several proposed units are designated as 3 bedroom. The stated plan calls for renting to seasonal workers making the likelihood of more than 2 occupants in the 2 bedroom units very high, meaning more vehicles than bedroom designations. This will require the city to allow parallel parking on Thompson which is currently not allowed as the road is a designated collector during snow season. The major concern I have is the overflow of parking is likely to turn into people trying to park on Ann St. in front of the single family dwellings.
- E) There has been no study done to show the need for additional affordable housing specifically for this neighborhood area. The existing neighborhood is virtually isolated from the downtown core by the aforementioned hill. Additionally, a search on the internet of subsidized and affordable housing rentals in all of McCall shows an average of 40+% availability negating a need for this kind of density development in an existing single family area. The City Planner has already received a cost analyses breakdown proving the construction, upkeep, and rental of the proposed

development does not fit into the category of affordable housing. \$150,000 proposed pricing for 640 sq. ft. equates to over \$200 per sq. ft. in construction cost. Certainly not affordable to the average seasonal worker in this area.

- F) There has been no word on what the city plans to do with the snow from the area that currently ends up on the Jake's Landing site. With the snow storage from the proposed site already in question this becomes an additional issue and concern.
- G) Jake's Landing has been undeveloped for 40+ years and now acts as a wildlife corridor. Numerous deer, bird, and reptile species use this area to travel, rest, and feed. Yesterday (9-3-18) I personally witnessed a young mountain lion exiting the field and going to the trees behind the existing 4-plex. Without this pathway this powerful predator might have used the yards where children live and play adjacent to this corridor. It is my belief that wildlife corridors require input from Fish and Game before development can take place.
- H) The structures to be built, re-purposed shipping containers, are not in use in any significant numbers anywhere in or near Idaho. The closest that can be cited is a 40 unit complex in Portland, Oregon being used for homeless and subsidized housing. No report of how they are holding up have been seen. No values for foundations, walls, roofs, or common area support are available for inspectors to say they meet code or not. In my mind this means they can't meet code without further study.
- I) No recorded or reported soil studies have been discussed. What is the substrate composed of? What will it take to clear and build on this soil? What will the "ponds" for snow storage need to be made of to support volume and distribution of accumulated snow and water? Can this land support the amount of traffic and travel proposed for it?
- J) PUD vs CUP issues are obvious. The developer and his real estate representative were asked for a study on what the potential change to existing homes values would be. None is forthcoming. The representative for the real estate company said the study would require looking at ALL of McCall which seems excessive. When I bought my property our agent did a review of 4 similar sized homes to give us a competitive value assessment. A perspective on existing property values should be undertaken. it is not fair to those already in residence to lose their equity simply because the city wants to push the affordable (already disproved in our minds) housing agenda.
- K) No plan is in place to show maintenance of the occupants or the property once developed. The potential for the entire site to become little better than a hovel is left wide open. It may not happen...but it could. The amount of residents makes the potential for loud, boisterous parties highly likely. No plan or discussion on keeping the noise and light pollution to a minimum has been seen or proposed. Has any input from Police and Fire services been solicited about locating this kind of density in this area? No.
- L) The city says the lack of existing sewer, power, and utilities is a non-issue as anything can be added after or during construction. It feels that the number of buildings and units is falling into this category as well. Full and timely disclosures concerning this proposed development have not been the norm and they should be.

In conclusion, this is a ill planned, rush to build project that can only negatively impact an existing neighborhood. More locals input and values need to be considered in order

for better planning and a harmonious growth to take place. Thank you for your time and considerations.

Sincerely,

Jack Risner



McCall Planning and Zoning

McCall City Council

Re: Jakes Landing/ rezoning

September 4, 2018

Committee and Council members,

I operate a business at [REDACTED], and have been here for 33 years. Six of those years I resided at [REDACTED], so I am intimately familiar with many of the challenges of this neighborhood. There are several reasons why this particular action is going to have a negative net effect on this area, most of which are clearly articulated in letters from others more aware of drainage and water problems than I.

I do wish to address the problem of density. The access to 3rd st. and the downtown area from Thompson is challenging with the current levels of traffic. The street is too narrow to safely accommodate foot or bicycle traffic in conjunction to automobile use. Access to third street south bound is virtually nonexistent for much of the day for 3 months or more of the year. On busy events such as winter carnival, the woefully inadequate parking downtown causes motorists to park alongside the street, further compounding an already unsafe place for foot and bike traffic. To this challenging situation, the proposal of adding even greater numbers of cars and pedestrian traffic is really a bad decision.

We have a history of making decisions in this community that have long term negative effects, and I urge you to consider the long term consequences of this one. This is a residential neighborhood that has basically one access point to downtown. To intentionally crowd this more than it already is, is going to create a dangerous and frustrating situation for all involved. It is painfully true that we need more housing for workforce in our community. However, let's work deliberately to find a solution that makes sense for the good of our community, long term, and not fall victim to a quick reaction that will leave a black eye on one of this communities oldest and most secure neighborhoods. I urge you to not rezone this to double what is already zoned at a high density. We do not live in a doll house, but have real problems with traffic, parking, snow and ground water control, sewer, and a host of other challenges. Let's not add what could in time become another Jacobs manor right next to the heart of downtown.

Thank you,

Mark Sabin

Bruneel point s tire and auto

September 3, 2018

Morgan Bessaw
City Planner
216 East Park Street
McCall, ID 83638

Subject: Jake's Landing PUD-18-03, Sub-18-06, Zon-18-03, DR-18-52

Dear Ms. Morgan:

I, as a citizen of McCall am opposed to this project. In general, my objections are as follows:

- There are a lot of concerns about drainage at this property. This project will affect the existing natural drainage and impact downstream property owners where drainage issues currently exist between Samson Trail and May Hardware.
- The proposed foundations will be in a high water-table. This is based upon the apparent water in the crawl spaces of the existing Jake's Landing building.
- The snow storage plan is inadequate and not sized properly for even average McCall winters.
- Based upon information provided by the Payette Lakes Recreational Water & Sewer District, the sewer system in this area is questionable and inadequate, currently and for the future.
- The required parking is also inadequate. When spaces are full, visitors and residents alike will park along Thompson Avenue. With human nature being what it is, even if parking is vacant and available on the property people will still park along Thompson Avenue.
- Locating stairways along Thompson Avenue is a terrible idea. The stairways will be a problem in the winter. In the future drivers will be treated to unsightly stairways as they drive along. This is not in harmony with the neighborhood.
- Increasing the density by changing the zoning will only exacerbate the situation.

Specifically, my major objections are related to the structures themselves.

- First, these structures in no way meet the City of McCall Design Guidelines.
- These guidelines had several objectives of which I have enumerated those that this project does not meet.
 1. Insist on a high standard of urban design, architecture and landscape architecture for the area, attractive to visitor and resident alike.
 2. Preserve, where possible, and supplement the existing natural landscape and views for the enjoyment and environmental enrichment of the community. Extensive landscaping and floral displays are particularly important in the summer months.

3. Use design elements that are cohesive with McCall's natural setting and desired architectural character, yet still express individuality.
- These guidelines also enumerated design elements that were to be incorporated into any specific project. I have listed those that this project does not meet.
 1. Assure building scale will be in proportion with surrounding areas.
 2. Supportive of and responsive to Community Input.
 3. Avoid blank walls.
 4. Have balanced proportions of openings to wall spaces.
 5. Design roof shapes that blend with surrounding features.
 6. Maintain a pleasing relationship to the site (location, natural features, and neighbors).
 7. Integrate design with site features, including parking and landscaping.

Undoubtedly the City of McCall needs affordable housing. Affordable housing should not have to be subsidized by government. Using repurposed shipping containers may be great in urban settings but is a terrible idea in a mountain community such as McCall. The visual impacts of this project should be enough to be a non-starter. The impacts to the local neighborhood, the quality of life and the likely impact to property values should lead to one conclusion. To not approve this project.

As a final note, the City has spent enormous amounts of time, energy and tax payer dollars to develop and implement the Comprehensive plan as well as a number of other planning documents and guidelines. These have been developed with community input. City staff, the planning commission and City Council should not have the ability to "cherry" pick which City code, ordinance or guidelines that they want and disregard others all in the name of providing affordable housing or any other project or development that appears to meet some City need or benefit.

Respectfully,

Peter Borner



9/4/18

Morgan Bessaw
P & Z Commission
City Council

Dear Ms. Bessaw,

I am writing to inform you that I am opposed to the proposed zoning change for the three parcels in Jake's Landing Townhomes as stated in the public hearing notice from R-8 to R-16. The units are being offered as condominiums. Some deed restrictions need to be looked at to protect the neighborhood and to support the objective of "Affordable Housing" Property management- There needs to be one person at all times to take care of problems that arise. Sales price and rent controls should be a consideration for the long term viability of the project.

Jake's Landing Townhomes is bordered on the north side by R-8 properties, and to the south/southeast side by R-4 properties.

Problems with Proposed Zoning Change:

- The proposed R-16 zoning leapfrogs our current R-8 sites. (Shenendoah Ridge)
- There is a *hill separating* Jake's Landing Townhomes from other R-16 properties downtown. There is an *actual physical barrier* separating Jake's Landing Townhomes from downtown.
- Jake's Landing Townhomes is accessible only by Park St. and Thompson Ave.

- Physically, this project is associated with the Thompson Ave. neighborhood and not the downtown core.
- It is well known that the hill above the city shops on Park St. is already an accident waiting to happen. There is extremely limited line of sight over the crest of the hill from both directions, accompanied with narrows shoulders, creating a very dangerous situation. It is only a matter of time before someone gets hurt or worse. *It would be negligent to approve any density change without solving this problem first.*
- Aesthetically, this site is also a part of the Thompson Ave. neighborhood. I understand that the building plans are preliminary at this time, but the response I've received from the applicant and the city leads me to believe that it would be better if the city would follow their own Design Guidelines that everyone else is required to follow. (See City of McCall Design Guidelines including 36 pgs of suggestions and guidelines, Example "Insist on a high standard of urban design, architecture and landscape architecture for the area, attractive to visitor and resident alike")
Let's not reduce design standards to Lap siding and Gable roofs as has been discussed.
- Parking with less than 2 ½ stalls per unit onsite will be a problem. It is *unknown* whether occupants will drive or walk so a reduction in parking requirements can not be granted.
- Parking on Thompson Ave. will also be a problem. Snow plows don't move cars parked curbside. Downtown, the plowing is done very early when no parked cars are present. Because this is residential parking, that will not be the case here. We've all seen cars buried with snow for the entire winter on 3rd St.
- The city is not authorized to change the CC&R's. The original plat of Jake's Landing Condominiums Association in April 1980 showed a total of 3 - 4 plex's (1 is built) accessed from a shared driveway which serves the existing 4-plex. The recent replat and CC&R's by Robnett Properties and the owners of the existing 4-plex, now called Jake's Landing Townhomes Lots 1,2,3,4,5 also describes a total of 12 units accessed

from the shared driveway. The site is encumbered by these CC&R's. The decision for the number of units and access needs to be determined by the existing owners and the applicant and not by the city.

The PUD process grants flexibility to the developer and to the city. I hope this is not done at the expense of our neighborhood and to the detriment of our property values.

The city's good intention could lead to unintended negative results for the Thompson Ave. neighborhood. This project needs to be treated like any infill project without concessions to developer. It is not the responsibility of the Thompson Ave. neighborhood to bear the burden of any concessions offered. It's spending the Thompson neighborhood's capital for the developers profit.

I can support 2 - 4plex buildings, with a couple of modifications on lot 5

1. 2 ½ parking stalls per unit within the parking area.
2. Plantings in the 20' berm along Thompson Ave. be more dense with evergreen type trees that remain full at their base as they mature. This would help reduce noise and headlights directed back onto Thompson Ave.
3. Some professional help given to the elevations, These are very amateurish.

Sincerely,

Emmett Price



City of McCall

September 4, 2018

Planning and Zoning Commission

C/O Morgan Bessaw

216 E. Park Street

McCall Idaho 83638

RE Jakes Landing Development and Rezoning

My wife and I purchased a condo in Jakes Landing approx 15 years ago. We were aware that it was to be part of an expanded version with 2 other buildings that were to be the same. For whatever reason the project was never completed. We resided full time in [REDACTED] for over 5 years so we are well aware of the pros and cons in the neighborhood, ie, vehicle traffic, pedestrian traffic, water runoff/drainage etc.

I am an active realtor in McCall and know firsthand the problems we are facing here in terms of affordable housing. We need it badly. Many of the objections by our neighbors are emotional and that is to be expected. However, this project is flawed in too many areas to make it a reasonable part of the solution. The size and scope of the project is far more problematic than it appears on paper. And surely are not emotional. There are simply too many unknown factors. And too much speculation on the success of its completion. It is simply too large for the 1.14 ac that the developer has proposed. The parking lot alone is far too large just to accommodate the snow removal needed for that size of a lot. Believe me, I know exactly how much space is required to handle just the snow on the 4 existing units. We and our neighbors have dealt with that for over 15 years. It will multiply if the roofs are

metal or if the roofs require any shoving during the winter. There is simply not enough space to handle the snow.

We are adamantly opposed to the 4 buildings and the zoning change requested. It is zoned properly and should remain that way. The development should work within the guidelines of the original zoning and come up with a better solution. We hope you will look at every aspect of this project and not use it as a test run for the future.

Sincerely,



Clyde & Marty Dillon



McDonald Consulting, LLC.

September 3, 2018

cjmc

**To: Morgan Bessaw
City Planner, McCall, Idaho**

RE: Jakes Landing Rezoning and Permitting.

Dear Ms. Bessaw,

Please register my opposition to the Jakes Landing Development as proposed in the most recent submittal to the city of McCall Planning and Zoning Commission, for consideration on Sept. 11, 2018. I strongly oppose the rezone of 3 parcels from R8 to R16. Additionally, I am concerned that drainage and snow removal is inadequate. Finally, I believe the use of “repurposed” shipping containers will negatively impact the value of homes in the area, along Alpine and Thompson Ave. I support development that is consistent and compatible with the Thompson Avenue neighborhood, but under McCall City’s own guideines, development must not be detrimental to the existing neighborhood.

The current proposal has not undergone proper evaluation for infrastructure, impact to neighboring property values, traffic and public safety. Additionally, after attending a July 21 neighborhood meeting and the Sept. 4 P&Z meeting, I believe that consultation with neighbors has been inadequate, particularly given the size and scope of this proposal. The proposal is extensive, yet the materials associated with the development will not even be available until after Sept. 4, giving impacted neighbors who are not able to visit City offices in person, less than a week to review the documents.

I have done a considerable amount of work on property adjoining the proposal as a result of damage caused by inadequate drainage along Park Street, on the north boundary of the proposed PUD. Water does not drain properly on the lot behind ours and as a result we have had to pull and raise wooden fences due to their beginning to rot from being submerged. Standing water levels behind Alpine and along Park Street have increased in recent years, and more construction, creation of hardscapes and elimination of wetlands in the area will assuredly create even higher standing water levels leading to likely property damage for homeowners along Alpine, particularly those adjoining the Jakes Landing proposal.

Jakes Landing, as proposed, is going to make a bad situation worse, and exacerbate growing problems with drainage, wetlands, snow removal and infrastructure in the area immediately adjoining the development. I have more than 30 years in the construction and energy industry, and my experience with Environmental Assessments for wetlands and endangered species also leads me to raise concerns about what could well be federally-protected wetlands in the area, including the meadow in the “common area” of the parcel under consideration. I recommend a thorough review of the property for wetland delineation and associated flora and fauna that may

McDonald Consulting, LLC.

require federal protection under the Federal Clean Water Act, and the Endangered Species Act. At minimum, an Environmental Assessment is warranted.

As an engineering consultant with many years of experience working with field crews and construction works, I can also attest first hand to the many problems that arise around a transient workforce, who do not care for property, neighbors and surrounding areas, as do residents who own their own homes. This neighborhood is dominated by the latter rather than the former, and I believe that this development will degrade the culture and environment that makes this area attractive to those of us who want to enjoy our own property. We reside in this neighborhood precisely for its current character.

The rezone for 3 parcels as currently proposed, should not be allowed beyond R8. The use of “repurposed” shipping containers should be put on hold until the City of McCall can ensure that property values of surrounding neighbors are not harmed, particularly since there are no comparable values for the proposed construction design. As an aside, it seems unlikely that prefabricated shipping containers can withstand McCall winters without being retrofitted for our extreme weather.

Please feel free to contact me with any questions.

C.J. McDonald

[REDACTED]
CEO; McDonald Consulting, LLC
Mountain View, Wyoming

CEO; Lone Tree Enterprises, Inc.
Belize City, Belize

Cc: S. Budge

Rachel Santiago-Govier

From: Kristine Mabe [REDACTED]
Sent: Tuesday, September 04, 2018 8:18 AM
To: Morgan Bessaw
Subject: Jake's Landing

Dear Morgan Bessaw,

My name is Jeff Mabe and my wife's name is Kristine Mabe. We are homeowners of [REDACTED]. I'm writing to you about the 32 units going in on Thompson Ave, Jake's Landing. I do not think this is in the best interest of the neighborhood. Firstly, we are not opposed to low income housing in McCall. We have family and friends affected by the low availability of it. That being said the current proposition of the 32 high volume units is not in the best interest of our neighborhood. It would put a huge strain on the traffic in the area. Having more cars and people on this street would severely increase the risk for pedestrians and clog up the traffic in the area by adding at the very least another 32 cars to the small street if not more. My wife drives that street everyday to work and already has trouble with visibility of pedestrians and bicycles on the hill next to the proposed lot for the units. There must be a better location for this project that isn't in an already highly congested area. Whoever is proposing this development, in my opinion, is not thinking about the community and people who live in the direct area.

Sincerely,

Jeff & Kristine Mabe

9/4/18
Morgan Bessaw
P & Z Commission
City Council

Dear Ms. Bessaw,

I am in support of the letter that was sent to you by Emmett Price on 9/4/18 concerning Jake's Landing Townhomes. I have read through his letter of concern and I find all the points that he makes, well thought out, fair and of common sense.

Sincerely,

Rob Hilton



Lot 8, Reserve on Payette River and Tax Parcel 57, McCall Acreage situate in Section 17, T18N, R3E, B.M., City of McCall, Valley County, Idaho.

Commissioner Williamson motioned to approve the Minutes. Commissioner Clements seconded the motion. All Commissioners voted aye and the motion carried.

4. NEW BUSINESS

PUD-18-03, SUB-18-06, ZON-18-03, DR-18-52

TBD Thompson Ave. – Jake’s Landing

Crestline Engineering representing Kurt Marostica: Planned Unit Development General Plan, Subdivision Preliminary Plat, and Zoning Map Amendment applications to rezone one parcel from R8 to R16, and to plat 16 condominiums as part of a new Planned Unit Development within the existing Jake’s Landing Subdivision. The property is zoned R8 – Medium Density Residential and is more particularly described as:

Jake’s Landings Townhomes, situate in the NW ¼ of the SE ¼ of Section 9, T18N, R3E, B.M., City of McCall, Valley County, Idaho.

PUBLIC HEARING

Kurt Marostica presented the application for 4 fourplexes. The goal of his project is to provide workforce housing to teachers, nurses and other young professionals that cannot afford to buy larger homes with purpose of providing entry level housing so that they can own and not rent and put down roots and remain in the area.

Antonio Conti with Crestline engineers presented. The project is proposed to have 12 units constructed next season with the remaining 4 units constructed when the sewer district completes their Sewer Master Plan. They will be 2 bedroom units. There will be a berm with new deciduous and evergreen trees along Thompson Ave. There will be an effort to maintain the vegetation along Park St. They will work with the requirements of the city for snow storage there will be a catchment basin and a culvert.

Commissioner Clements asked if it was allowable to have the snow storage on top of the catchment basement. Mr. Conti described the depth as 1 ft and with adequate slope and that yes that is what it is intended for.

Ms. Bessaw presented the Staff Report.

Ms. Groenevelt spoke about the deed restrictions the incentive program the City is interested in creating to encourage more local housing. There will be a work session with the McCall City Council and the details are being developed. Proof of employment within the city and a track record of employment within the city will be required so that it can be determined that they are here to support the local economy at the time of sale. It will be an incentive program that runs in line with our housing strategy. If people decide to take a job elsewhere they would not be evicted because they would own it but at the time of sale of the unit the next potential buyers would be required to meet the same qualification. They are not looking at an income-based model for these units. They are small units so that will keep the price low.

Chairmen Fereday went over the rules for speaking and opened the Public hearing.

Matthew Ganz of 1104 Alpine Street spoke in favor of the project. He has owned his house nearby to the project for 15 years. They have lived in and now rent their house to a full-time, locally employed couple. He feels that it (the proposed project) does meet the character of the neighborhood which are mostly Stibnite homes, former workforce housing that were moved to the neighborhood. He feels that it will be a great opportunity for young professionals.

Merrily Munther of 911 Davis Ave., thinks that Northwest Passages in Donnelly is nice. Similar project was proposed for our downtown behind city hall. The project didn't get approval due to public comment. She is concerned over the grade and curve of the street and an additional 40 parking spaces will bring additional traffic. She and her husband think that the proposed use is detrimental and that there should be studies done to prove that the additional traffic will not be detrimental. Wildlife habitat loss has not been addressed.

Pat Staley of 1101 Alpine has lived there for 25 years. Her main concern is the density and the rezone of the area. Her chief concern is safety for the neighborhood due to the increase in traffic the proposed project will bring. She has seen several dogs killed at the intersection in front of her house.

Emmet Price of 206 E Thompson Ave. His house is owner occupied and he is a year-round resident. There is something that isn't shown on the map and that is the hill next to the project that he believes is a natural barrier for density. He is concerned that the only access is Thompson Ave. The hill on Park Street is significant and dangerous for pedestrian and vehicle traffic. More than once he has had to get out of the way of vehicles while walking. He thinks this speaks to the public safety piece. He thinks that the reduction in parking is a bad idea.

Randy Hurlburt of 1670 Warren Wagon Rd spoke in opposition to the rezone of the area. He says that there hasn't been mention regarding the CC&Rs and townhouses, the points of access and shared driveway. He thinks there has been minimal effort into pleasing exteriors made by IndieDwell. He thinks the application does not meet Design Guidelines #2 & #4. He read a traffic study that stated that one vehicle creates 8-10 trips per day in an average household.

Rocky Benton, 604 Thompson spoke in opposition of the higher density, not the project itself, and believes there are valid reasons for it. He is concerned over lights in his windows. He lives directly across Thompson Street. His headlights start at 3 feet from the ground so if the berm is only 2 feet tall he is concerned that it will not block the light. He also notes that there is quite an echo in the little valley this sits in and is concerned about the noise increase.

Jennifer Campbell of 601 Thompson Ave Unit 4 owns one of the existing units in Jake's Landing. States that 1/3 of people in McCall make under \$40,000. She doesn't think they would qualify for a \$163,000 mortgage. Would not qualify for an FHA loan as a condominium. Is adamantly opposed to the project. Is concerned that they would be out voiced because they would have only a 1/12th or 1/16th vote in the matters concerning the entire development.

Shawna Hellerman of 907 Ann Street said that she feels that the area of Jake's Landing is a huge drainage area for the entire area. People already use the area for parking for the walking to downtown because it's close proximity. She is concerned about people storing bikes and other things outside.

Matt Caldwell of 1102 Alpine Street spoke in opposition of the rezone. Stated that Ms. Groenevelt brought up another related to deed restrictions; he is concerned that no one will buy the units if there is a restriction to sell to someone who works in McCall. Worried that parallel parking will increase the chance of children walking out from in between vehicles and potentially being hit by a car. He thinks the problem is more the hill and how to get pedestrians into the downtown from there. He suggested the City give up some near by property for use in the project. He thinks the zoning should stay the same and the developer be allowed to place 12 units only.

Dan Krahn of 906 Ann St mentioned that the public noticing was wrong and thinks there should have been another neighborhood meeting with the changes made by the developer. He thinks the safety issue still exists. Had a 6-year-old son that was hit by a car in the neighborhood 20 years ago.

Craig Campbell of 601 Thompson Ave Unit 4 agrees with the opposition comments. In favor of a project of some kind next to where they live, however, he thinks the current project is fatally flawed. He is concerned over the increased traffic at the entrance to his house. His kids play there. He himself was hit by a car when he was 8 and worries about it with his children. Concerned about the bus stop. He thinks solutions would be to move the project to land behind City Hall or the land by public works.

Karl Ranna owns a property in Jakes Landing. He is a recent transplant from California, he lived in Tahoe and no one could afford the housing as proposed so it turned into low income housing and became Section 8. He bought the property based on the fact that the property next to him was R8 and wants it to remain that way. Concerned with crime. He is ok with 12 units but not 16.

Robert Lyons at 903 Ann Street. He agrees with most of the people in that the zoning increase is not proper. He thinks having 3 units can work. He is worried about storage for the units. He wants to see more pictures of the exteriors. He wants to know that they adhere to the IBC. Concerned over loss of floor space with increased insulation. He thinks it should go back to neighborhood meeting to get more input.

Jack Risner at 606 Thompson spoke in opposition to entire project mainly because of the increased traffic. They are awakened every day by 7 am. He is concerned about noise pollution. Concerned that the units will be unsellable and will be turned into the rentals by the developer. He is concerned over light pollution and shadows being cast.

Graham Pinard at 1100 Alpine Street spoke in opposition to the project. He believes traffic will be 35-40 miles per hour. Concerned that if the project is approved we will be creating more problems than will be solved.

Clyde Dillon 601 Thompson Ave. Unit 2 is concerned about price per square foot. He is a realtor and thinks people won't buy them because they won't appraise for what they are selling. Mentioned a development in New Meadows that has no storage and has a lot of things being stored on the outside and it looks terrible.

Mr. Conti of Crestline Engineers he addressed the public's concerns:
There has been a wetland delineation by the Corps of Engineers and no wetland was found.

With regard to drainage and snow storage they are going to exceed the requirement for snow storage with the understanding that additional area around what is designated for snow storage can be used in the event it is needed. There will be engineered storm water drainage as they are aware of the drainage issues on the site. There will be storage units provided for each unit behind it and they will be 48 square feet (6'x8') and will be wood. All buildings will be designed and built per code the International Building Code. With regard to the height of the berm and light pollution he said that they are willing to build a taller berm. This is only a preliminary approval, when they come back for the final plan there will be a much greater level of detail as is customary for preliminary and final plans.

Chairmen Fereday closed the public hearing.

Commissioner Williamson is opposed to the rezone due to the investment of the neighbors in their property based on what they believed would be next door to them. He believes you have a right to expect that the zoning will stay consistent.

City Planner Ms. Bessaw stated that the city code allows for and even predicts rezoning.

Commissioner Callan doesn't like that it is an island of R16 surrounded by all R8. He also thinks they are not eye catching and that they are lacking in design. He is concerned that the city requirement for snow storage is not adequate.

There was discussion regarding other areas that have been rezoned in the city, including others that did not have the provision that this application does that if this specific project does not get built the area will revert back to its original zoning.

Commissioner Fereday likes the idea and thinks it has its place but wants more design information and landscape renderings and clarification on the deeds.

Commissioner Tunnell wants to know what the deed restriction is. Hi was concerned over the design, the lack of adequate storage, and numbers on traffic increase.

Ms. Groenevelt clarified the process of re-zoning and suggested that they also consider the size of the units along with density.

Commissioner Williamson made a motion to recommend denial for PUD-18-03, SUB-18-06, ZON-18-03 to the City Council. Commissioner Callan Seconded the motion. A roll call vote was held. Commissioner Callan – Yes. Commissioner Tunnell – Yes. Commissioner Fereday – Yes. Commissioner Clements – Yes. Commissioner Williamson – Yes. The motion carried.

Commissioner Tunnell made a motion to deny DR-18-52. Commissioner Clements seconded the motion. All commissioners voted aye and the motion carried.

CUP-18-10, DR-18-54, SR-18-13

207 N Third St.

Craig Callahan representing Stor-It: Conditional Use Permit, Design Review and Scenic Route Review applications to construct a 5,700 square foot addition to an existing storage building located on North Third Street, a designated scenic route, to serve as a car detailing facility and expansion of the

IN RE:)
)
) **McCALL AREA PLANNING AND ZONING COMMISSION**
) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
Thompson Place) **DECISION**
Zoning Map Amendment)
)
Application Number:)
ZON-18-03)

FINDINGS OF FACTS

Applicant: Kurt Marostica

Representative: Crestline Engineering

Application: Zoning Map Amendment application to convert the existing of Lot 5, Jacob’s Landing Subdivision from R8 – Medium density residential zoning to R16 – High Density Residential to facilitate the construction of a new sixteen (16) unit condominium project to consist of four (4) fourplex structures, all of which to be deed restricted for local housing.

Location: Lot 5, Jake’s Landing Townhomes Subdivision, situate in the NW ¼ of the SE ¼ of Section 9, T18N, R3E, B.M., City of McCall, Valley County, Idaho.

Public Notice: Newspaper: The Notice of Hearing was published in the *Star News* on August 23, 2018.
Mailing: The Notice of Hearing was mailed to property owners within 300 feet on August 27, 2018.
Posting: The Notice of Hearing was posted on the subject property on August 21, 2018.

Procedural History: (For Council)

Zoning: Existing Zoning is R8 – Medium Density Residential, Zoning Map Amendment Application proposes to rezone the parcel in question to R16 – High Density

Residential. Surrounding parcels consist of both R4 – Low Density Residential and R8 – Medium Density Residential.

APPROVAL STANDARDS

Title 3, Chapter 13

The applicant may be required to submit an environmental assessment prior to approval of a zoning map change, when in the judgment of the commission the change would permit operations, materials, or activities which would constitute a potential threat to public health, safety and welfare or to the quality of the environment. The proposed zoning change will not permit operations, materials or activities which would constitute a potential threat to public health, safety and welfare or the quality of the environment.

Upon receipt of a request for amendment to the zoning ordinance, or for amendments of the zoning map, the commission shall determine if the proposed change would also require an amendment to the comprehensive plan. The Future Land Use Plan within the McCall Area Comprehensive Plan indicates the subject parcels as R16 – High Density Residential. Therefore, the proposed zoning amendment is consistent with the McCall Area Comprehensive Plan and no amendment is necessary.

DEPARTMENT/AGENCY COMMENTS

Payette Lakes Recreational Water and Sewer District (PLRWSD)

This application was distributed to PLRWSD more than thirty (30) days prior to the September 11, 2018 McCall Area Planning and Zoning Commission meeting. In a letter dated August 7, 2018, PLRWSD stated the following:

1. We have discussed this project with the applicant and he was made aware that the existing City of McCall zoning in place at the time of the annexation has been adopted as sewer density until

the District completes a sewer model for the former City wastewater service area, therefore 13 hookups would be allowed at this time, with a review after the District completes the sewer system model.

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 Directions.
3. If the extension is approved, 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.
4. The existing sewer main line shall be protected from damage during construction of the proposed structures to prevent excessive water, or debris from entering the sewer system. Failure to do so will result in the owner/contractor being responsible for any cost incurred by the District for cleaning or removing debris that enters the sewer system.
5. Purchase of a sewer connection permit will be required before construction begins.
6. Inflows of surface water and excessive infiltration are prohibited. Such prohibited sources of inflow shall include, but not be limited to, the following: Heating, cooling, or water system discharges in excess of one thousand gallons per day. Stormwater connections, sub-water drains, floor drains located within garages, foundation drains, roof drains, swimming pools, street drains, basement drains, sump pumps, and abandoned sewer line.
7. The owner/contractor shall notify the District two (2) business days before any connections to the sewer mainline.

McCall City Engineer

In an email dated August 31, 2018, the McCall City Engineer stated the following:

1. Based on a review of the site plan information, it appears that the proposed project will include more than 15,000 square feet of impervious surface and will be required to provide stormwater

management provisions that conform with the City's drainage management guidelines (DMGs). The project will be required to address Sections A, B, C, D, E, and F of the DMGs and include provisions for conveyance, first flush stormwater treatment, stormwater flow attenuation, permanent BMPs, and erosion control during construction. The use of a single detention basin as shown on the revised drawings dated 8/14/2018 is supported.

2. Upon preparing the final civil design plans for construction, please submit the plans, stormwater application (attached), and the stormwater drainage report prepared in accordance with the City's DMGs for review and approval prior to the start of construction and the issuance of the building permit.
3. Based on the proposed water service connections and sanitary sewer main connection shown on the plans dated 8/14/2018, it may be required to pave the entire width of Thomson Street to eliminate the jeopardized street condition created by multiple patches. This will be evaluated during the final design of the project.
4. The property being developed abuts both Thompson Avenue and Park Street. Curb, gutter, sidewalk, and pedestrian ramp improvements should be extended to the west to define the Park Street intersection. The exact limits of improvement will be evaluated during the final design of the project.
5. The project appears to generally grade and drain towards the Thompson Avenue and Park Street intersection. There may be a need for culvert rehabilitation or new culvert construction at both the intersection and in Thompson Avenue. The need for culvert improvement(s) to ensure the site drains properly will be evaluated during the final design of the project.

Based on this initial review, the preliminary design level information provided appears to demonstrate that the project can conform to the City's Public Works and engineering requirements. There will be significant additional design review required for approval of the final civil design plans and final

stormwater report, and new comments about grading, drainage, utilities, and roadway improvements should be anticipated.

Idaho Transportation Department (ITD)

In a letter dated August 6, 2018, ITD stated they had no objection to the rezone and development of the condominium project.

McCall Building Official

In an email dated July 17, 2018, the McCall Building Official stated that the buildings will be required to comply with the International Building Code, including fire separation walls and fire sprinklers. This project will also fall under the Fair Housing Act.

McCall Fire

In an email dated August 10, 2018, McCall Fire stated that each fourplex would be required to have an automatic sprinkler system installed.

Valley County Surveyor

In an email dated August 12, 2018, the Valley County Surveyor stated he had no comments at this time.

CONCLUSIONS OF LAW

1. The City of McCall has provided for initiation of amendments to the zoning map, authorized by Section 67-6511, Idaho Code, pursuant to Title 3, Chapter 13 of McCall City Code.
2. Adequate notice of the September 11, 2018 public hearing was provided, pursuant to Section 67-6512, Idaho Code and Title 3, Chapter 15 of McCall City Code.

DECISION


THEREFORE, the McCall Area Planning and Zoning Commission hereby **recommends** this Zoning Map Amendment application for **denial** by the McCall City Council.

Findings of Fact **adopted** this 2nd day of October 2018.



Fallon Fereday, Chair
McCall Area Planning and Zoning Commission

Attest:


Morgan Bessaw
City Planner

IN RE:)
)
Thompson Place)
Planned Unit Development)
)
)
Application Number:)
PUD-18-03)

**McCALL AREA PLANNING AND ZONING COMMISSION
FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
DECISION**

FINDINGS OF FACTS

Applicant: Kurt Marostica

Representative: Crestline Engineering

Application: Planned Unit Development General Plan for 16 deed restricted condominium units for local housing, to consist of four fourplexes, within the existing Jake’s Landing Subdivision.

Companion Applications: Subdivision Preliminary Plat SUB-18-06, Zoning Map Amendment ZON-18-03 to rezone the property from R8 – Medium Density Residential to R16 – High Density Residential, Design Review DR-18-52

Procedural History: (for Council)

Location: Lot 5, Jake’s Landing Townhomes Subdivision, situate in the NW ¼ of the SE ¼ of Section 9, T18N, R3E, B.M., City of McCall, Valley County, Idaho.

Pre-Application Meeting Date: A Pre-Application presentation of the project was provided to the McCall Area Planning and Zoning Commission at its July 10, 2018 regularly scheduled meeting.

Neighborhood Meeting: The applicant held a neighborhood meeting to discuss the proposal on Friday July 20, 2018, at 5:30PM at the McCall Public Library. Sixteen (16) people were in attendance. Topic discussed included:

1. Reasons behind the development

2. Price of units
3. Proposed rezone
4. Snow removal and storage
5. Management of the development and HOA
6. Traffic impacts to Thompson Ave.
7. Benefits to the neighborhood
8. The storage container home product

Suggestions and concerns from neighbors included:

1. Covered parking and stairs
2. Single owner v. multiple owners
3. Concern over 24 units, prefer 12-16 units
4. Donate the property to the City for a park
5. Preferred the gabled roof to the flat roof
6. Increased setbacks

Public Notices:

Newspaper: The Notice of Hearing was published in the *Star News* on August 23, 2018.

Mailing: The Notice of Hearing was mailed to property owners within 300 feet on August 27, 2018.

Posting: The Notice of Hearing was posted on the subject property on August 21, 2018.

Zoning:

Existing Zoning is R8 – Medium Density Residential, Companion Zoning Map Amendment Application ZON-18-03 proposes to rezone the parcel in question to R16 – High Density Residential. Based on the Commission’s decision to recommend denial of the companion zoning

application ZON-18-03 to City Council, the proposed application will not meet the zoning requirements.

Property Size: 1.14 acres (approximately 49,775 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 proposed by the companion request for re-zoning (ZON-18-03) from R8 – Medium Density Residential to R16 – High Density Residential. The applicable regulations under Title III and Title IX of McCall City Code are met, except for the following alleviations from the development standards requested by the applicant:
 - a. Reduction of required parking from 40 spaces to 33 spaces, a difference of 7 spaces. This request is based on the proposed size of the units, proximity to the downtown core and available public transit and pedestrian opportunities, as well as the addition of public parking along Thompson Ave.
 - b. Alleviation of McCall Design Guideline #2: *Adjacent Buildings and Uses: New construction should be compatible with existing adjacent buildings and uses. When planning new construction, analyze the setting for the new building. Look at the siting and mass of other good examples of buildings in the neighborhood. Notice the setbacks, heights, parking arrangements and building shapes. Observe the building forms and materials of surrounding buildings.* The proposed site plan locates the large parking area

directly in front of the proposed structures, which conflicts with the pedestrian character of the neighborhood.

- c. Alleviation of McCall Design Guideline #4: *Off-Street Parking: Minimize the visual impact of off street parking and loading areas. Parking should be located to the rear of the buildings or screened so that it does not dominate the street scape. Fences, hedges, berms, and landscaping may be used to screen parking area. In the design of large parking areas arrange bays of stall which are separated by landscaping.* The proposed site plan places the parking directly in front of the residential structures, dominating the street scape.

However, based on the Commission's decision to recommend denial of the companion zoning application ZON-18-03 to City Council, the proposed application will not meet the zoning requirements.

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 high-density residential use is compatible with the property's proximity to the city center and the proposed multi-family residential use is compatible with the surrounding residential uses and will not be detrimental to the health, safety and general welfare of the public.

The density of the planned unit development considered as a whole shall be in substantial conformity with the density of the underlying zone. The project meets the underlying zoning proposed by the companion request for re-zoning (ZON-18-03) from R8 – Medium Density Residential to R16 – High Density Residential. However, based on the Commission's decision to

recommend denial of the companion zoning application ZON-18-03 to City Council, the proposed application will not meet the zoning requirements.

3. **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. All units to be deed restricted for local housing
 - b. Improvements to the shared common area parcel within Jake’s Landing to include a BBQ and fire pit area as well as a possible play structure, improvements to be agreed upon by the entire Jake’s Landing HOA. If an agreement cannot be made, the improvements will be made within the PUD parcel. Prior to scheduling of the Planned Unit Development General Plan application before the McCall City Council, the applicant shall provide a detailed park plan to the McCall Parks and Recreation Advisory Committee for review and recommendation to City Council.
 - c. New curb, gutter, sidewalk, and pedestrian ramps along Thompson Ave. to improve the pedestrian connections to downtown, final design to be approved by the City Engineer
4. **The planned unit development must meet the general objectives of the McCall Area Comprehensive Plan.** The Future Land Use Map within the 2017 McCall Area Comprehensive Plan (Comp Plan) indicates the future zoning of the subject property to be high density residential. The project provides housing near the community center, which furthers the Comp Plan goal to promote a variety of housing types and options. The project is also intended to provide housing for the local workforce, which furthers the Comp Plan goal to support stable employment opportunities.
5. **Existing and proposed streets and utility services must be suitable and adequate for the proposed development.** The proposed streets and utility services will be suitable and adequate

for the development. The applicant proposes to build the first 12 units once approvals are received, and to construct the remaining 4 units at a future date, once the Payette Lakes Water and Sewer District have completed their Sewer Master Plan or grants approval for additional connections.

6. **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 proposes to complete all improvements prior to recordation of the final plat, so a development agreement is not necessary. However, should the developer choose to defer any improvements, the developer shall obtain approval of a development agreement and provide financial assurances prior to recordation of a final plat.
7. **A PUD may be proposed in conjunction with an application to amend the zoning map and the Comprehensive Plan.** The subject property is currently zoned R8 – Medium Density Residential. An application (ZON-18-03) has been submitted to re-zone the property to R16 – High Density Residential.

PUD Development Standards [MCC 3.10.08]

Residential Density: The applicant proposes sixteen (16) units on 1.14 acres. The project meets the underlying zoning proposed by the companion request for re-zoning (ZON-18-03) from R8 – Medium Density Residential to R16 – High Density Residential. However, based on the Commission’s decision to recommend denial of the companion zoning application ZON-18-03 to City Council, the proposed application will not meet the zoning requirements.

1. **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.

2. **Off Street Parking:** McCall City Code (MCC 9.2.084) requires that condominium projects provide a minimum of two (2) parking spaces per residential unit and one additional parking space for every two (2) units within the development. Therefore, forty (40) parking spaces are required. The project includes thirty-three (33) parking spaces. Therefore, the applicant is requesting a reduction of seven (7) required parking spaces. On street parking is proposed along Thompson Ave., which could provide additional public parking that could be utilized by the proposed development, however, it is unclear at this time from the submitted drawings how many spaces may be available.
3. **Signs:** No signs have yet been proposed for the development. Any proposed signs will require review and approval by the City of McCall.
4. **Storm Water Management:** As stated in the City Engineer letter dated August 31, 2018, 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.
8. **Open Space; Common Areas; Amenities:** The application states that 21,830 sq. ft. of project area will be landscaped common area/open space, or approximately 44% of the project area, and will be managed by the project Condominium Owners Association and established via platted common area. Additionally, the existing Jake's Landing Townhome Subdivision includes 0.54 acres (23,396 sq. ft.) of common area, to be shared between the proposed project and the existing Jake's Landing Townhome fourplex. Improvements to the shared common area parcel within Jake's Landing to include a BBQ and fire pit area as well as a possible play structure, improvements to be agreed upon by the entire Jake's Landing HOA. If an agreement cannot be

made, the improvements will be made within the PUD parcel. Prior to scheduling of the Planned Unit Development General Plan application before the McCall City Council, the applicant shall provide a detailed park plan to the McCall Parks and Recreation Advisory Committee for review and recommendation to City Council.

The applicant also proposes all units be deed restricted for local housing and new curb, gutter, sidewalk, and pedestrian ramps along Thompson Ave. to improve the pedestrian connections to downtown, final design to be approved by the City Engineer.

5. **Required Setbacks:** The required setback within the proposed R16 – High Density Residential zone (see companion re-zone application ZON-16-03) is fifteen feet (15 ft.) from the property line along Park Street and a minimum of twenty feet (20 ft.) along Thompson Ave., designated collector. The submitted general plan proposes a minimum setback of fifteen feet (15 ft.) from Park St. and twenty feet (20 ft.) from Thompson to the edge of the parking area. The structures are setback more than eighty feet (80 ft.)
6. **Landscaping:** The submitted landscaping plan provides screening between the building frontages and Thompson Ave. as well as between the proposed structures and the existing fourplex to the east. No new screening is proposed along the Park St. frontage.
7. **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 and contribute to a connected network.

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. The development will be accessed via an existing access easement off Thompson Ave. for use by Jacob's Landing residents and will be maintained in accordance with the CC&Rs.

9. **Lighting Plan:** The application submittal includes a lighting plan (C-2, Sheet 2 of 3). However, the submittal does not demonstrate that the proposed lighting fixture types and locations will meet the provisions of McCall's Outdoor Lighting Ordinance (MCC 3.14) which requires all exterior lighting to be downcast and fully shielded. Additionally, no information regarding height of proposed free-standing pole light or photometric analysis was provided to demonstrate that no light trespass onto adjacent properties will occur. 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.

DEPARTMENT/AGENCY COMMENTS

Payette Lakes Recreational Water and Sewer District (PLRWSD)

This application was distributed to PLRWSD more than thirty (30) days prior to the September 11, 2018 McCall Area Planning and Zoning Commission meeting. In a letter dated August 7, 2018, PLRWSD stated the following:

1. We have discussed this project with the applicant and he was made aware that the existing City of McCall zoning in place at the time of the annexation has been adopted as sewer density until the District completes a sewer model for the former City wastewater service area, therefore 13

hookups would be allowed at this time, with a review after the District completes the sewer system model.

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 Directions.
3. If the extension is approved, 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.
4. The existing sewer main line shall be protected from damage during construction of the proposed structures to prevent excessive water, or debris from entering the sewer system. Failure to do so will result in the owner/contractor being responsible for any cost incurred by the District for cleaning or removing debris that enters the sewer system.
5. Purchase of a sewer connection permit will be required before construction begins.
6. Inflows of surface water and excessive infiltration are prohibited. Such prohibited sources of inflow shall include, but not be limited to, the following: Heating, cooling, or water system discharges in excess of one thousand gallons per day. Stormwater connections, sub-water drains, floor drains located within garages, foundation drains, roof drains, swimming pools, street drains, basement drains, sump pumps, and abandoned sewer line.
7. The owner/contractor shall notify the District two (2) business days before any connections to the sewer mainline.

McCall City Engineer

In an email dated August 31, 2018, the McCall City Engineer stated the following:

1. Based on a review of the site plan information, it appears that the proposed project will include more than 15,000 square feet of impervious surface and will be required to provide stormwater management provisions that conform with the City's drainage management guidelines

(DMGs). The project will be required to address Sections A, B, C, D, E, and F of the DMGs and include provisions for conveyance, first flush stormwater treatment, stormwater flow attenuation, permanent BMPs, and erosion control during construction. The use of a single detention basin as shown on the revised drawings dated 8/14/2018 is supported.

2. Upon preparing the final civil design plans for construction, please submit the plans, stormwater application (attached), and the stormwater drainage report prepared in accordance with the City's DMGs for review and approval prior to the start of construction and the issuance of the building permit.
3. Based on the proposed water service connections and sanitary sewer main connection shown on the plans dated 8/14/2018, it may be required to pave the entire width of Thomson Street to eliminate the jeopardized street condition created by multiple patches. This will be evaluated during the final design of the project.
4. The property being developed abuts both Thompson Avenue and Park Street. Curb, gutter, sidewalk, and pedestrian ramp improvements should be extended to the west to define the Park Street intersection. The exact limits of improvement will be evaluated during the final design of the project.
5. The project appears to generally grade and drain towards the Thompson Avenue and Park Street intersection. There may be a need for culvert rehabilitation or new culvert construction at both the intersection and in Thompson Avenue. The need for culvert improvement(s) to ensure the site drains properly will be evaluated during the final design of the project.

Based on this initial review, the preliminary design level information provided appears to demonstrate that the project can conform to the City's Public Works and engineering requirements. There will be significant additional design review required for approval of the final civil design plans and final

stormwater report, and new comments about grading, drainage, utilities, and roadway improvements should be anticipated.

Idaho Transportation Department (ITD)

In a letter dated August 6, 2018, ITD stated they had no objection to the rezone and development of the condominium project.

McCall Building Official

In an email dated July 17, 2018, the McCall Building Official stated that the buildings will be required to comply with the International Building Code, including fire separation walls and fire sprinklers. This project will also fall under the Fair Housing Act.

McCall Fire

In an email dated August 10, 2018, McCall Fire stated that each fourplex would be required to have an automatic sprinkler system installed.

Valley County Surveyor

In an email dated August 12, 2018, the Valley County Surveyor stated he had no comments at this time.

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 September 11, 2018 public hearing was provided, pursuant to Section 67-6512, Idaho Code and Title 3, Chapter 15 of McCall City Code.
3. Existing Zoning is R8 – Medium Density Residential, Companion Zoning Map Amendment Application ZON-18-03 proposes to rezone the parcel in question to R16 – High Density Residential. Based on the Commission’s decision to recommend denial of the companion zoning application ZON-18-03 to City Council, the proposed application will not meet the zoning requirements.

DECISION

THEREFORE, the McCall Area Planning and Zoning Commission hereby **recommends** this Planned Unit Development application for **denial** by the McCall City Council.

Findings of Fact **adopted** this 2nd day of OCTOBER 2018.



Fallon Fereday, Chair
McCall Area Planning and Zoning Commission

Attest:


Morgan Bessaw, City Planner
City of McCall

IN RE:)
)
Jake's Landing Replat) **McCALL AREA PLANNING AND ZONING COMMISSION**
Subdivision) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
) **DECISION**
)
)
Application Number:)
SUB-18-06)

FINDINGS OF FACTS

Applicant: Kurt Marostica

Representative: Crestline Engineering

Application: Subdivision Preliminary Plat to amend the existing Jake's Landing Townhomes Amended Plat to include 16 deed restricted condominium units for local housing within the existing Lot 5.

Companion Applications: Planned Unit Development General Plan PUD-18-03, Zoning Map Amendment ZON-18-03 to rezone the property from R8 – Medium Density Residential to R16 – High Density Residential, Design Review DR-18-52

Location: Lot 5, Jake's Landing Townhomes Subdivision, situate in the NW ¼ of the SE ¼ of Section 9, T18N, R3E, B.M., City of McCall, Valley County, Idaho.

Pre-Application Meeting Date: A Pre-Application presentation of the project was provided to the McCall Area Planning and Zoning Commission at its July 10, 2018 regularly scheduled meeting.

Neighborhood Meeting: The applicant held a neighborhood meeting to discuss the proposal on Friday July 20, 2018, at 5:30PM at the McCall Public Library. Sixteen (16) people were in attendance. Topic discussed included:

1. Reasons behind the development

2. Price of units
3. Proposed rezone
4. Snow removal and storage
5. Management of the development and HOA
6. Traffic impacts to Thompson Ave.
7. Benefits to the neighborhood
8. The storage container home product

Suggestions and concerns from neighbors included:

1. Covered parking and stairs
2. Single owner v. multiple owners
3. Concern over 24 units, prefer 12-16 units
4. Donate the property to the City for a park
5. Preferred the gabled roof to the flat roof
6. Increased setbacks

Public Notices:

Newspaper: The Notice of Hearing was published in the *Star News* on August 23, 2018.

Mailing: The Notice of Hearing was mailed to property owners within 300 feet on August 27, 2018.

Posting: The Notice of Hearing was posted on the subject property on August 21, 2018.

Zoning:

Existing Zoning is R8 – Medium Density Residential, Companion Zoning Map Amendment Application ZON-18-03 proposes to rezone the parcel in question to R16 – High Density Residential. Based on the Commission's decision to recommend denial of the companion zoning

application ZON-18-03 to City Council, the proposed application will not meet the zoning requirements.

Property Size: 1.14 acres (approximately 49,775 sq. ft.)

Parking Spaces: McCall City Code (MCC 9.2.084) requires that condominium projects provide a minimum of two (2) parking spaces per residential unit and one additional parking space for every two (2) units within the development. Therefore, forty (40) parking spaces are required. The project includes thirty-three (33) parking spaces. Therefore, the applicant is requesting a reduction of seven (7) required parking spaces. On street parking is proposed along Thompson Ave., which could provide additional public parking that could be utilized by the proposed development, however, it is unclear at this time from the submitted drawings how many spaces may be available.

APPROVAL STANDARDS

Title 9, Chapter 1

Subdivision and Development Provisions

- 1. The applicant, based on the size of the proposed subdivision, was not required to submit an accompanying Planned Unit Development application [MCC 9.1.02.E & Table 9.1.02]. Per MCC 9.1.02.E, a PUD application is required for subdivisions of three (3) or more acres in the R16 – High Density Residential Zone. Because the subject parcel is less than three acres, a PUD was not required based on the size of the proposed subdivision.**
- 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 new public infrastructure improvements such as curb, gutter, and sidewalk fronting Thompson Ave. and on-site stormwater management. Sewer connections will be limited to twelve (12) hook-ups until such time as Payette Lakes Recreational Water and Sewer District completes their sewer master plan or has determined what impacts the remaining four (4) sewer connections will have on the system. 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.** No new streets are proposed. The development will be accessed via an existing access easement from Thompson Ave. Curb, gutter, sidewalk and pedestrian ramp improvements are proposed along Thompson Ave. and should be extended to the western boundary to define the Park St. Intersection. There may be a need for culvert rehabilitation or a new culvert at this intersection, it may also be required to pave the entire width of Thompson Ave. to eliminate the jeopardized street condition created by multiple patches, both will be evaluated during the final design of the project.
- 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. New sidewalk and pedestrian ramps will be included along Thompson Ave.

c. Water main lines and sewer main lines are designed in the most effective layout feasible and meeting the applicable standards. Sewer service will be located beneath the common parking area while water will remain located within the public right-of-way.

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. Per MCC 9.3.102A, an applicant for a residential subdivision or planned unit development consisting of 9 or more dwellings, shall set aside land area within or adjacent to the general vicinity of the subdivision for parks. Parks shall be set aside in the amount of 0.0277 acres/unit. Therefore, the land set aside for park use for the Thompson Place PUD shall consist of at least 0.4432 acres.

The existing Jake's Landing Subdivision includes a shared common area parcel of 0.54 acres immediately adjacent to the Thompson Plat Parcel, under ownership of and for use by the entire subdivision. The applicant proposes improvements to the shared common area to include a BBQ area, fire pit, and possible play structure. All improvements shall be agreed upon by the entire Jake's Landing HOA. If an agreement cannot be made, the improvements will be made within the PUD parcel. Prior to scheduling of the Planned Unit Development General Plan application before the McCall

City Council, the applicant shall provide a detailed park plan to the McCall Parks and Recreation Advisory Committee for review and recommendation to City Council.

f. Grading and drainage are appropriate to the contiguous parcels. As stated in the City Engineer email dated August 31, 2018, submitted preliminary grading and stormwater plans indicated that the project will likely be able to comply with the City's drainage management guidelines, final design approval will be required as part of final engineering approval.

g. Development avoids easements and hazardous or sensitive natural resource areas. No designated wetlands or hazardous or sensitive natural resource areas are located within the area of the proposed amended plat.

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 sixteen (16) condominium lots and one open space lot 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 2017 McCall Area Comprehensive Plan (Comp Plan) indicates the future zoning of the subject property to be high density residential. The project provides housing near the community center, which furthers the Comp Plan goal to promote a variety of housing types and options. The project is also intended to provide housing for the local workforce, which furthers the Comp Plan goal to support stable employment opportunities.

Subdivision Design Standards [MCC Title 9, Chapter 3]

1. **Blocks:** The proposed block is of sufficient size to provide for access, circulation and safety of pedestrians and vehicular traffic. No intersections with designated arterial roads are proposed.
2. **Lots:** The proposed lots meet the needs for the condominium development.
3. **Streets:** No new streets are proposed. The development will be accessed via an existing access easement from Thompson Ave. Curb, gutter, sidewalk and pedestrian ramp improvements are proposed along Thompson Ave. and should be extended to the western boundary to define the Park St. Intersection. There may be a need for culvert rehabilitation or a new culvert at this intersection, it may also be required to pave the entire width of Thompson Ave. to eliminate the jeopardized street condition created by multiple patches, both will be evaluated during the final design of the project.
4. **Alleys:** No alleys are proposed.
5. **Easements:** There are existing twelve-foot (12 ft.) utilities and snow storage easements in place along both the Park St. and Thompson Ave. frontages.
6. **Pedestrian and Bicycle Pathways and Greenbelts:** There are no pedestrian and bicycle pathways and greenbelts improvements proposed for the portion of Thompson Ave. located within the project area. However, new curb, gutter, sidewalk, and pedestrian ramp improvements are proposed along the Thompson Ave. frontage as part of the project, in conformance with the required street section in the 2017 McCall Transportation Master Plan for collector streets near the downtown core and in high density residential areas.
7. **Snow Storage:** Snow storage plans and area calculations have been provided by the applicant that illustrate adequate snow storage areas for drive, parking, sidewalk, and pathway areas.
8. **Monuments and Signage:** No monuments or signage are proposed.
9. **Parks:** Per MCC 9.3.102A, an applicant for a residential subdivision or planned unit development consisting of 9 or more dwellings, shall set aside land area within or adjacent to the general

vicinity of the subdivision for parks. Parks shall be set aside in the amount of 0.0277 acres/unit.

Therefore, the land set aside for park use for the Thompson Place PUD shall consist of at least 0.4432 acres.

The existing Jake's Landing Subdivision includes a shared common area parcel of 0.54 acres immediately adjacent to the Thompson Plat Parcel, under ownership of and for use by the entire subdivision. The applicant proposes improvements to the shared common area to include a BBQ area, fire pit, and possible play structure. All improvements shall be agreed upon by the entire Jake's Landing HOA. If an agreement cannot be made, the improvements will be made within the PUD parcel. Prior to scheduling of the Planned Unit Development General Plan application before the McCall City Council, the applicant shall provide a detailed park plan to the McCall Parks and Recreation Advisory Committee for review and recommendation to City Council.

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

- 1. Streets:** No new streets are proposed. The development will be accessed via an existing access easement from Thompson Ave. Curb, gutter, sidewalk and pedestrian ramp improvements are proposed along Thompson Ave. and should be extended to the western boundary to define the Park St. Intersection. There may be a need for culvert rehabilitation or a new culvert at this intersection, it may also be required to pave the entire width of Thompson Ave. to eliminate the jeopardized street condition created by multiple patches, both will be evaluated during the final design of the project.
- 2. Street Name Signs:** No new street name signs are needed.
- 3. Street Lighting:** Streetlights in residential areas are required at intersections with collector or arterial streets. The application submittal includes a lighting plan (C-2, Sheet 2 of 3). However, the submittal does not demonstrate that there is proposed lighting at the intersection of Park St. and Thompson or where the existing drive access exists onto Thompson. Therefore, as a

Condition of Approval, upon submittal of the PUD Final Plan application, the applicant shall provide a lighting plan that includes street lighting at all intersections with Thompson Ave. in accordance with MCC 9.6.02.C.

4. **Sidewalks:** Sidewalk will be provided along the Thompson Ave. frontage and shall be a minimum of 6 ft. in width.
5. **Drainage Facilities:** In a letter dated August 31, 2018, the City Engineer stated that based on preliminary grading and drainage plans, the application appears that it can likely conform to the City's Drainage Management Guidelines. 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:** New sewer lines will be extended from Thompson Ave. to the common parking facility. Sewer connections will be limited to twelve (12) hook-ups until such time as Payette Lakes Recreational Water and Sewer District completes their sewer master plan and has determined what impacts the remaining four (4) sewer connections will have on the system. No significant impacts to the school district are anticipated.
8. **Dry Lines:** No dry lines are required to be installed.
9. **Paved Pathways:** NA
10. **Underground Power, Cable, and Telephone:** All of these utilities within the development shall be installed underground.
11. **Landscaping:** A preliminary landscaping plan has been provided that depicts ground cover, trees and shrubs. No irrigation plan has been provided. Additional landscaping details will be required prior to scheduling of the application before the McCall City Council.

12. **Buffers:** The submitted landscaping plans provide screen of the project parking area from the properties to the south as well as landscape screening between the new condominium units and the existing townhome units to the east.
13. **Irrigation Wells:** No irrigation wells are proposed.
14. **Drainage:** In a letter dated August 31, 2018, the City Engineer stated that based on preliminary grading and drainage plans, the application appears that it can likely conform to the City's Drainage Management Guidelines. Final design approval will be required as part of final engineering approval.
15. **Building Numbers:** Building numbers in accordance with McCall Addressing Guidelines shall be installed prior to issuance of a Certificate of Occupancy.
16. **Perimeter Walls, Gates and Berms:** No wall or gates are proposed. A two foot (2 ft.) high berm is proposed between the proposed parking area and Thompson St. to help screen the parking area and vehicle lights from the adjacent properties.
17. **Perimeter Fencing:** No perimeter fencing is proposed.
18. **Driveways:** A shared driveway is proposed and is located within an existing access easement to consolidate access to Thompson Ave., a designated collector street.

Development Agreement [MCC 9.6.06]: The developer proposes to complete all improvements prior to execution of the final subdivision plat, so a development agreement is not necessary. However, should the developer choose to defer any improvements, the developer shall obtain approval of a development agreement and provide financial assurances prior to execution of the final plat.

Special Subdivision and Development Provisions (MCC Title 9, Chapter 7)

1. **Large Scale Subdivisions [MCC 9.7.05]** A Planned Unit Development application would not be required for a property under three acres in the R16 – High Density Residential Zone. Therefore, the project is not considered a Large-Scale Subdivision under this code section.

2. Environmental and Aesthetics [MCC 9.7.06]

- a. **Design takes advantage of natural settings, preserving natural features such as streamside environments, intermittent watercourses or streams, wetlands, and vegetation.** The project design takes into account the existing vegetation and preserves a majority of the trees on site. There are no designated wetlands on site.
- b. **Cluster parking where feasible, and minimize the number and width of driveways and access roads to avoid tree removal.** Parking has been clustered into one parking area, minimizing the number of accesses required.
- c. **Locate parking along sides or in back of commercial, business park or industrial buildings.** Parking is located directly in front of the structures and highly visible between the residences and the public right-of-way.
- d. **Roofing of nonreflective materials and be fire resistant; use of wood shingles of any type is discouraged.** Asphalt roofing is nonreflective and fire resistant.
- e. **Site homes and arrange landscaping in a manner so as to maximize wildfire defensible space and allow access to firefighting equipment and personnel.** There are no trees or shrubs between the structures, maximizing wildfire defensible space. McCall Fire expressed no concerns with regards to access to the development.

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

1. Public Places

- a. **Provide and incorporate common areas within clusters of homes.** The project includes open space and common area totaling 44 percent of the total project area.
- b. **Create public places appropriately sized for the community and within walking distance of all citizens.** The existing Jake's Landing Subdivision includes a shared common area parcel of 0.54 acres immediately adjacent to the Thompson Plat Parcel,

under ownership of and for use by the entire subdivision. The applicant proposes improvements to the shared common area to include a BBQ area, fire pit, and possible play structure. All improvements shall be agreed upon by the entire Jake's Landing HOA. If an agreement cannot be made, the improvements will be made within the PUD parcel. Prior to scheduling of the Planned Unit Development General Plan application before the McCall City Council, the applicant shall provide a detailed park plan to the McCall Parks and Recreation Advisory Committee for review and recommendation to City Council.

- c. **Reserve sufficient space within the core of each neighborhood for at least several public community facilities.** No public community facilities are proposed, and a core area is not reserved for future development of community facilities.
- d. **Concentrate community facilities around public "squares" at the intersection of community pathways or streets.** No community facilities are proposed.

2. Streets and Access

- a. **Orient streets in such a manner as to take advantage of the solar heat and light provided by the sun during winter months.** No new streets are proposed. However, the access to the structures are south facing and maximize use of solar heat and light to the units.
- b. **Provide adequate street rights of way for maximum sunlight penetration and to preserve distant views and create a sense of spaciousness.** N/A
- c. **Establish a connected fabric of streets that respect topographical constraints without resorting to dead ends.** N/A

- d. **Encourage planting of street trees to create shade canopies of sidewalks and public streets.** No street trees are proposed, however, a landscaped buffer to the rear of the sidewalk is proposed, which will create shade canopies along the sidewalk.
 - e. **Construct streets in such a manner so as to take advantage of distant views.** N/A
3. **Culture/Community:** The proposed plat amendment does not further impact agricultural land and no historic buildings exist on the subject parcels.
4. **Visual**
- a. **Identify and preserve unique views.** The project area does not include unique views.
 - 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.** New proposed plantings include native species.
 - 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 residential structures are clustered and maximize useable open space.
 - f. **Nestle structures below ridgelines and with the folds of hills.** The proposed project is not located on a ridgeline or hill.
 - 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 highly visible from the adjacent Thompson Ave. Landscaping is proposed to screen the project parking area and residential units.
- i. Design buildings on hillsides to follow the natural terrain in a manner that minimizes earth disturbance.** The project site is relatively flat and will not require extensive regrading.
- j. Preserve and protect significant foreground views along scenic corridors.** The project is not located within a scenic corridor.
- k. Avoid fencing altogether to allow the landscape to flow uninterrupted.** No fencing is proposed.

5. Architecture and Design

- a. Design buildings that mimic the profiles of the natural landscape.** The proposed structures have a gabled roof, which is compatible with McCall Classic Styles and the surrounding neighborhood.
- b. Limit the majority of buildings to two (2) stories; taller buildings should be exceptional and reserved for cultural, civic or community housing purposes.** Each building is limited to no more than two (2) stories.
- c. Avoid building large, monolithic structures. Buildings should comprise a complex of smaller buildings or sections.** Four (4) identical fourplex structures are proposed and do not include small buildings or sections. However, the footprint of each structure is relatively small at approximately 1,280 sq. ft.
- d. Limit the size of residential buildings relative to lot size.** Per the McCall Administrative Determination of Residential Lot Coverage for Condominium Subdivisions, the allowable

lot coverage of the subject parcel is 50%, or 24,888 sq. ft. The proposed lot coverage is 10,838 sq. ft. or 21.8%, 44% of allowable coverage.

- e. **Arrange roofs so that each distinct roof corresponds to an identifiable entity in the building.** The rooflines are single-pitched and do not distinguish units within the buildings.
- f. **Build arcades at the edge of buildings to provide shelter from sun and rain.** Large roof overhangs help to provide shelter from sun, rain, and snow at the entry to each building. However, the stairs to the second-floor units are still exposed to the elements.
- g. **Vary roof pitches, lines, shapes, etc.** The roof lines, pitches and shapes are homogenous, thereby allowing a reduced cost for unit development.
- h. **In designing a complex, leave room for organic future growth.** The project fully utilized the subject parcel. No future growth on the parcel is expected.

6. Site Design

- a. **Avoid nonnative vegetation and turf landscaping. Maintain existing vegetation and minimize land disturbance and lot grading.** Lawn area is proposed but species type is uncertain. Prior to scheduling of the application before the McCall City Council, the applicant shall provide additional landscaping information to include proposed groundcover.
- b. **Limit the size of secondary buildings, including garages.** No garages are proposed. Each unit is proposed to have as associated storage unit no to exceed 48 sq. ft.

7. Other Elements

- a. **Construct fences of historical, or natural, materials that are unobtrusive.** No fences are proposed.
- b. **Construct fences that are wildlife friendly.** No fences are proposed.

- c. **Restrict or shield lighting so as to preserve the night sky.** All lighting shall comply with MCC 3.14, McCall Outdoor Lighting Ordinance.
- d. **Avoid large entryway signs and monumentation; allow the natural landscape to dominate.** No large entryway signs or monuments are proposed.

Condominiums [MCC 9.2.08]

1. **A condominium shall be developed in accordance with section 55-101B, Idaho Code, the condominium property act, as amended.** This application complies with section 55-101B, Idaho Code.
2. **The developer of a condominium project shall submit with the preliminary plat application, as required by this title, a copy of the proposed bylaws and condominium declarations of the proposed development. These documents shall adequately provide for the control (including billing where applicable) and maintenance of all common utilities, common area, recreational facilities, and open space.** The applicant has not yet submitted a copy of the proposed bylaws and condominium declarations of the proposed development. Therefore, as a condition of approval, the applicant shall submit a copy of the proposed bylaws and condominium declarations for the proposed development prior to scheduling of the application before the McCall City Council.
3. **Condominium projects shall provide a minimum of two (2) parking spaces per residential unit and one parking space, in addition to that required by this section, of no less than ten feet by twenty feet (10' x 20') dimension, for every two (2) units within the development.** McCall City Code (MCC 9.2.084) requires that condominium projects provide a minimum of two (2) parking spaces per residential unit and one additional parking space for every two (2) units within the development. Therefore, forty (40) parking spaces are required. The project includes thirty-three (33) parking spaces). Therefore, the applicant is requesting a reduction of seven (7)

required parking spaces. On street parking is proposed along Thompson Ave., which could provide additional public parking that could be utilized by the proposed development, however, it is unclear at this time from the submitted drawings how many spaces may be available.

DEPARTMENT/AGENCY COMMENTS

Payette Lakes Recreational Water and Sewer District (PLRWSD)

This application was distributed to PLRWSD more than thirty (30) days prior to the September 11, 2018 McCall Area Planning and Zoning Commission meeting. In a letter dated August 7, 2018, PLRWSD stated the following:

1. We have discussed this project with the applicant and he was made aware that the existing City of McCall zoning in place at the time of the annexation has been adopted as sewer density until the District completes a sewer model for the former City wastewater service area, therefore 13 hookups would be allowed at this time, with a review after the District completes the sewer system model.
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 Directions.
3. If the extension is approved, 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.
4. The existing sewer main line shall be protected from damage during construction of the proposed structures to prevent excessive water, or debris from entering the sewer system. Failure to do so will result in the owner/contractor being responsible for any cost incurred by the District for cleaning or removing debris that enters the sewer system.
5. Purchase of a sewer connection permit will be required before construction begins.

6. Inflows of surface water and excessive infiltration are prohibited. Such prohibited sources of inflow shall include, but not be limited to, the following: Heating, cooling, or water system discharges in excess of one thousand gallons per day. Stormwater connections, sub-water drains, floor drains located within garages, foundation drains, roof drains, swimming pools, street drains, basement drains, sump pumps, and abandoned sewer line.
7. The owner/contractor shall notify the District two (2) business days before any connections to the sewer mainline.

McCall City Engineer

In an email dated August 31, 2018, the McCall City Engineer stated the following:

1. Based on a review of the site plan information, it appears that the proposed project will include more than 15,000 square feet of impervious surface and will be required to provide stormwater management provisions that conform with the City's drainage management guidelines (DMGs). The project will be required to address Sections A, B, C, D, E, and F of the DMGs and include provisions for conveyance, first flush stormwater treatment, stormwater flow attenuation, permanent BMPs, and erosion control during construction. The use of a single detention basin as shown on the revised drawings dated 8/14/2018 is supported.
2. Upon preparing the final civil design plans for construction, please submit the plans, stormwater application (attached), and the stormwater drainage report prepared in accordance with the City's DMGs for review and approval prior to the start of construction and the issuance of the building permit.
3. Based on the proposed water service connections and sanitary sewer main connection shown on the plans dated 8/14/2018, it may be required to pave the entire width of Thomson Street to eliminate the jeopardized street condition created by multiple patches. This will be evaluated during the final design of the project.

4. The property being developed abuts both Thompson Avenue and Park Street. Curb, gutter, sidewalk, and pedestrian ramp improvements should be extended to the west to define the Park Street intersection. The exact limits of improvement will be evaluated during the final design of the project.
5. The project appears to generally grade and drain towards the Thompson Avenue and Park Street intersection. There may be a need for culvert rehabilitation or new culvert construction at both the intersection and in Thompson Avenue. The need for culvert improvement(s) to ensure the site drains properly will be evaluated during the final design of the project.

Based on this initial review, the preliminary design level information provided appears to demonstrate that the project can conform to the City's Public Works and engineering requirements. There will be significant additional design review required for approval of the final civil design plans and final stormwater report, and new comments about grading, drainage, utilities, and roadway improvements should be anticipated.

Idaho Transportation Department (ITD)

In a letter dated August 6, 2018, ITD stated they had no objection to the rezone and development of the condominium project.

McCall Building Official

In an email dated July 17, 2018, the McCall Building Official stated that the buildings will be required to comply with the International Building Code, including fire separation walls and fire sprinklers. This project will also fall under the Fair Housing Act.

McCall Fire

In an email dated August 10, 2018, McCall Fire stated that each fourplex would be required to have an automatic sprinkler system installed.

Valley County Surveyor

In an email dated August 12, 2018, the Valley County Surveyor stated he had no comments at this time.

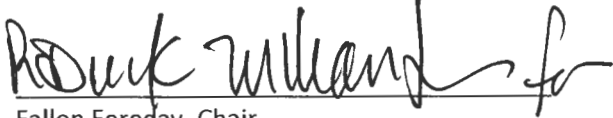
CONCLUSIONS OF LAW

1. The City of McCall has provided for the processing of application for Subdivision, authorized by Section 67-6512, Idaho Code, pursuant to Title 9, Chapter 2 of McCall City Code.
2. Adequate notice of the September 11, 2018 public hearing was provided, pursuant to Section 67-6512, Idaho Code and Title 3, Chapter 15 of McCall City Code.
3. Existing Zoning is R8 – Medium Density Residential, Companion Zoning Map Amendment Application ZON-18-03 proposes to rezone the parcel in question to R16 – High Density Residential. Based on the Commission's decision to recommend denial of the companion zoning application ZON-18-03 to City Council, the proposed application will not meet the zoning requirements.

DECISION

THEREFORE, the McCall Area Planning and Zoning Commission hereby **recommends** this Subdivision application for **denial** by the McCall City Council.

Findings of Fact **adopted** this 2nd day of OCTOBER 2018.



Fallon Fereday, Chair
McCall Area Planning and Zoning Commission

Attest:



Morgan Bessaw, City Planner
City of McCall

IN RE:)
)
Thompson Place) **McCALL AREA PLANNING AND ZONING COMMISSION**
Design Review) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
) **DECISION**
)
)
Application Number:)
DR-18-52)

FINDINGS OF FACTS

Applicant: Kurt Marostica

Representative: Crestline Engineering

Application: Subdivision Preliminary Plat to amend the existing Jake’s Landing Townhomes Amended Plat to include 16 condominium units within the existing Lot 5.

Location: Lot 5, Jake’s Landing Townhomes Subdivision, situate in the NW ¼ of the SE ¼ of Section 9, T18N, R3E, B.M., City of McCall, Valley County, Idaho.

Public Notice: Newspaper: The Notice of Hearing was published in the *Star News* on August 23, 2018.

Mailing: The Notice of Hearing was mailed to property owners within 300 feet on August 27, 2018.

Posting: The Notice of Hearing was posted on the subject property on August 21, 2018.

Zoning: Existing Zoning is R8 – Medium Density Residential, Companion Zoning Map Amendment Application ZON-18-03 proposes to rezone the parcel in question to R16 – High Density Residential. Based on the Commission’s decision to recommend denial of the companion zoning application ZON-18-03 to City Council, the proposed application will not meet the zoning requirements.

Property Size: 1.14 acres (approximately 49,775 sq. ft.)

Lot Coverage: Per the McCall Administrative Determination of Residential Lot Coverage for Condominium Subdivisions, the allowable lot coverage of the subject parcel is 50%, or 24,888 sq. ft. The proposed lot coverage is 10,838 sq. ft. or 21.8%, 44% of allowable coverage.

Building Height: Maximum building height proposed is 30 ft.

Proposed Setbacks: The required setback within the proposed R16 – High Density Residential zone (see companion re-zone application ZON-16-03) is fifteen feet (15 ft.) from the property line along Park Street and a minimum of twenty feet (20 ft.) along Thompson Ave., designated collector. The submitted general plan proposes a minimum setback of fifteen feet (15 ft.) from Park St. and twenty feet (20 ft.) from Thompson to the edge of the parking area. The structures are setback more than eighty feet (80 ft.)

Parking Spaces: McCall City Code (MCC 9.2.084) requires that condominium projects provide a minimum of two (2) parking spaces per residential unit and one additional parking space for every two (2) units within the development. Therefore, forty (40) parking spaces are required. The project includes thirty-three (33 parking spaces). Therefore, the applicant is requesting a reduction of seven (7) required parking spaces. On street parking is proposed along Thompson Ave., which could provide additional public parking that could be utilized by the proposed development, however, it is unclear at this time from the submitted drawings how many spaces may be available.

APPROVAL STANDARDS

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 neighborhood.
2. **Pedestrian Character:** The project includes construction of curb, gutter, sidewalk, and pedestrian ramps along the Thompson Ave. frontage, improving pedestrian connections towards the down town core.
3. **Blank Walls:** The proposed structures include large windows on the street facing facades, but have relatively blank walls on all other frontages.
4. **Storefront:** The project is entirely residential and, therefore, no storefronts are proposed.
5. **Parking:** McCall City Code (MCC 9.2.084) requires that condominium projects provide a minimum of two (2) parking spaces per residential unit and one additional parking space for every two (2) units within the development. Therefore, forty (40) parking spaces are required. The project includes thirty-three (33) parking spaces). Therefore, the applicant is requesting a reduction of seven (7) required parking spaces. On street parking is proposed along Thompson Ave., which could provide additional public parking that could be utilized by the proposed development, however, it is unclear at this time from the submitted drawings how many spaces may be available.

Guidelines for All Projects

Site Planning

1. **Building Siting:** The proposed building siting preserves the large trees on site, which are located primarily along the Park St. frontage.
2. **Adjacent Buildings and Uses:** The proposed high density residential use provides housing within walking distance of the down town core and is in line with the 2017 Future Land Use Map.
3. **Preserve Vegetation and Wildlife:** The project area does not contain any known wildlife corridors.
4. **Preserve Views:** The project does not impact any significant views.
5. **Preserve Skylines:** The project area does not include prominent skylines.
6. **Preserve Natural Drainage:** As stated in the City Engineer letter dated August 31, 2018, 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 project clusters buildings and parking areas, minimizing the number of access points required.
8. **Street Alignment:** No new streets are proposed. The development will be accessed via an existing access easement from Thompson Ave. Curb, gutter, sidewalk and pedestrian ramp improvements are proposed along Thompson Ave. and should be extended to the western boundary to define the Park St. Intersection. There may be a need for culvert rehabilitation or a new culvert at this intersection, it may also be required to pave the entire width of Thompson Ave. to eliminate the jeopardized street condition created by multiple patches, both will be evaluated during the final design of the project.
9. **Retaining Walls:** No retaining walls are proposed.

10. **Snow Storage:** Adequate snow storage has been identified on the site plan.
11. **Roof Design and Snow:** The proposed structures are designed to hold snow of the roof.
12. **Use the Sun:** The project is oriented to the south, avoiding cold, unpleasant, exterior areas.
13. **Screen Service Areas:** Trash collection areas will be screened and enclosed.
14. **Circulation Needs – Pedestrian and Vehicles:** New sidewalk and pedestrian ramps will be included along Thompson Ave.

Architecture

1. **Enhance McCall Classic Styles:** The shipping container structures have lap siding and gable roofs, consistent with McCall Classic Style.
2. **Minimize Scale:** The buildings are small in scale with each unit consisting of only 640 sq. ft.
3. **Building Additions:** No additions to existing buildings are proposed.
4. **Roof Lines:** The roof lines, pitches and shapes are homogenous, thereby allowing a reduced cost for unit development. Large roof overhangs help to provide shelter from sun, rain, and snow.
5. **Mechanical Equipment:** No rooftop mechanical equipment is proposed.
6. **Multi-Unit Structures:** The proposed structures do not have varied roof lines to define each unit.
7. **Balconies and Porches:** N/A
8. **Exterior Doorways:** There is only one doorway to access each unit, reducing the flexibility of providing parking and access from the rear.
9. **Wall Materials:** The wall materials include horizontal lap siding.
10. **Shop Front Design:** The project is entirely residential and, therefore, no storefronts or shop fronts are proposed.

11. **Wall Colors:** The wall colors are of natural hues. However, no variation to unit color is proposed.

Landscaping and Site Design

1. **Light Fixtures:** All exterior lighting shall meet the provisions of McCall's Outdoor Lighting Ordinance (MCC 3.14) which requires exterior light fixtures to be fully shielded and downcast.
2. **Fences:** No fencing is proposed at this time.
3. **Retaining Walls:** No retaining walls are proposed.
4. **Paving and Streetscapes:** No new streets are proposed. The development will be accessed via an existing access easement from Thompson Ave. Curb, gutter, sidewalk and pedestrian ramp improvements are proposed along Thompson Ave. and should be extended to the western boundary to define the Park St. Intersection. There may be a need for culvert rehabilitation or a new culvert at this intersection, it may also be required to pave the entire width of Thompson Ave. to eliminate the jeopardized street condition created by multiple patches, both will be evaluated during the final design of the project.
5. **Landscaping Plan:** A landscaping plan has been submitted that includes preserving several large trees fronting Park St., a 2 ft. high vegetated berm fronting Thompson Ave. to help screen the parking area from the right-of-way, and a second vegetated berm providing screening between the condominium development and the existing fourplex to the east.
6. **Site Conditions for Landscaping:** Site conditions have been considered during development of the landscaping plan.
7. **Lawn Area:** Disturbed areas and non-surfaced areas within the project will be seeded with native seed mix that can be mowed.
8. **Plants as Screening:** A landscaping plan has been submitted that includes preserving several large trees fronting Park St., a 2 ft. high vegetated berm fronting Thompson Ave. to help screen

the parking area from the right-of-way, and a second vegetated berm providing screening between the condominium development and the existing fourplex to the east.

9. **Utility Installations:** All overhead utilities within the project boundary are to be installed underground.
10. **Screen Parking Lots:** A landscaping plan has been submitted that includes preserving several large trees fronting Park St., a 2 ft. high vegetated berm fronting Thompson Ave. to help screen the parking area from the right-of-way.
11. **Irrigation System Required:** An underground irrigation system will be installed.
12. **Retain Existing Vegetation:** The existing vegetation is primarily fronting Park St. and will be maintained to the greatest extent possible.
13. **Preserve Existing Trees:** The existing vegetation is primarily fronting Park St. and will be maintained to the greatest extent possible.
14. **Grading and Drainage:** As stated in the City Engineer letter dated August 31, 2018, 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.
15. **Maintenance:** Maintenance of the landscaping, driveway, and amenities will be the responsibility of the Home Owners Association.
16. **Sidewalks:** A concrete sidewalk of six feet (6 ft.) in width is proposed along the subject parcel's Thompson Avenue frontage.
17. **Bike Paths:** No bike path is proposed adjacent to this property within the McCall Pathways Master Plan.

Residential Districts

1. **Preserve historic residences:** No historic buildings exist within the project area.

2. **Preserve human scale in residential character:** The project is of human scale and residential character.
3. **Preserve compatibility with surrounding neighborhoods:** The project is compatible with the adjacent residential uses.
4. **Preserve natural features of the immediate landscape and environment:** The project has been designed to preserve as many large, significant trees as possible.
5. **Provide for community, or affordable, housing as needed:** All units are proposed to be deed restricted for local housing.
6. **Provide open spaces to enhance and maintain the rural character:** The application states that 21,830 sq. ft. of project area will be landscaped common area/open space, or approximately 44% of the project area. Additionally, the existing Jake's Landing Townhome Subdivision includes 0.54 acres (23,396 sq. ft.) of common area, to be shared between the proposed project and the existing Jake's Landing Townhome fourplex.
7. **Provide living and moving space for native animals:** The project area is not located within any known significant wildlife corridors.
8. **Promote active and safe streetscapes in residential neighborhoods that are conducive to walking and biking:** Neither section of Park St. or Thompson Ave. adjacent to the development are proposed to have bike or pathway improvements in the Pathways Master Plan. The applicant is proposing to install sidewalk along the Thompson St. frontage in accordance with the recommended street section in the Transportation Master Plan.

DEPARTMENT/AGENCY COMMENTS

Payette Lakes Recreational Water and Sewer District (PLRWSD)

This application was distributed to PLRWSD more than thirty (30) days prior to the September 11, 2018 McCall Area Planning and Zoning Commission meeting. In a letter dated August 7, 2018, PLRWSD stated the following:

1. We have discussed this project with the applicant and he was made aware that the existing City of McCall zoning in place at the time of the annexation has been adopted as sewer density until the District completes a sewer model for the former City wastewater service area, therefore 13 hookups would be allowed at this time, with a review after the District completes the sewer system model.
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 Directions.
3. If the extension is approved, 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.
4. The existing sewer main line shall be protected from damage during construction of the proposed structures to prevent excessive water, or debris from entering the sewer system. Failure to do so will result in the owner/contractor being responsible for any cost incurred by the District for cleaning or removing debris that enters the sewer system.
5. Purchase of a sewer connection permit will be required before construction begins.
6. Inflows of surface water and excessive infiltration are prohibited. Such prohibited sources of inflow shall include, but not be limited to, the following: Heating, cooling, or water system discharges in excess of one thousand gallons per day. Stormwater connections, sub-water drains, floor drains located within garages, foundation drains, roof drains, swimming pools, street drains, basement drains, sump pumps, and abandoned sewer line.

7. The owner/contractor shall notify the District two (2) business days before any connections to the sewer mainline.

McCall City Engineer

In an email dated August 31, 2018, the McCall City Engineer stated the following:

1. Based on a review of the site plan information, it appears that the proposed project will include more than 15,000 square feet of impervious surface and will be required to provide stormwater management provisions that conform with the City's drainage management guidelines (DMGs). The project will be required to address Sections A, B, C, D, E, and F of the DMGs and include provisions for conveyance, first flush stormwater treatment, stormwater flow attenuation, permanent BMPs, and erosion control during construction. The use of a single detention basin as shown on the revised drawings dated 8/14/2018 is supported.
2. Upon preparing the final civil design plans for construction, please submit the plans, stormwater application (attached), and the stormwater drainage report prepared in accordance with the City's DMGs for review and approval prior to the start of construction and the issuance of the building permit.
3. Based on the proposed water service connections and sanitary sewer main connection shown on the plans dated 8/14/2018, it may be required to pave the entire width of Thomson Street to eliminate the jeopardized street condition created by multiple patches. This will be evaluated during the final design of the project.
4. The property being developed abuts both Thompson Avenue and Park Street. Curb, gutter, sidewalk, and pedestrian ramp improvements should be extended to the west to define the Park Street intersection. The exact limits of improvement will be evaluated during the final design of the project.

5. The project appears to generally grade and drain towards the Thompson Avenue and Park Street intersection. There may be a need for culvert rehabilitation or new culvert construction at both the intersection and in Thompson Avenue. The need for culvert improvement(s) to ensure the site drains properly will be evaluated during the final design of the project.

Based on this initial review, the preliminary design level information provided appears to demonstrate that the project can conform to the City's Public Works and engineering requirements. There will be significant additional design review required for approval of the final civil design plans and final stormwater report, and new comments about grading, drainage, utilities, and roadway improvements should be anticipated.

Idaho Transportation Department (ITD)

In a letter dated August 6, 2018, ITD stated they had no objection to the rezone and development of the condominium project.

McCall Fire

In an email dated August 10, 2018, McCall Fire stated that each fourplex would be required to have an automatic sprinkler system installed.

Valley County Surveyor

In an email dated August 12, 2018, the Valley County Surveyor stated he had no comments at this time.

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 September 11, 2018 public hearing was provided, pursuant to Section 67-6512, Idaho Code and Title 3, Chapter 15 of McCall City Code.
3. Existing Zoning is R8 – Medium Density Residential, Companion Zoning Map Amendment Application ZON-18-03 proposes to rezone the parcel in question to R16 – High Density Residential. Based on

the Commission’s decision to recommend denial of the companion zoning application ZON-18-03 to City Council, the proposed application will not meet the zoning requirements.

DECISION

THEREFORE, the McCall Area Planning and Zoning Commission hereby **denies** this Design Review application.

Findings of Fact **adopted** this 2nd day of October 2018.



Fallon Fereday, Chair
McCall Area Planning and Zoning Commission

Attest:



Morgan Bessaw, City Planner
City of McCall

McCALL CITY COUNCIL
AGENDA BILL

216 East Park Street
 McCall, Idaho 83638

Number AB 19-025
Meeting Date February 14, 2019

AGENDA ITEM INFORMATION

SUBJECT: <i>McCall City Prosecutor Annual Report to City Council</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department	<i>[Signature]</i>	Originator
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	n/a	Airport		
FUNDING SOURCE:	n/a	Library		
TIMELINE:	n/a	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

In January 2017, the City of McCall entered into an agreement with MSBT Law, Chtd. to provide prosecutorial services. Annually, the Council requests that MSBT Law provide an annual report to the City Council. McCall City Prosecuting Attorney Paul Fitzer or Deputy Prosecuting Attorney, Anthony Pantera will present the annual report to the McCall City Council.

The Attorney’s Annual Report is attached.

RECOMMENDED ACTION:

Information Only

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION



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≈ Also admitted in Utah
[†] Also admitted in Washington

February 4, 2019

McCall City Council
216 East Park Street
McCall, ID 83638

Dear Mayor and Members of the City Council:

Re: 2018 City Contract Annual Report

Attached please find the Annual Report for the City of McCall Prosecution Contract. The report includes a breakdown of cases filed in 2018 as provided to our office by the ICourt system, McCall City Police Department, and the Clerk of the Court. None of the individual sources provided all the relevant details, but taken together give a clear picture of the volume and types of cases prosecuted. The list does not include cases that were reopened for further prosecution in 2018. Over the last two years, the Supreme Court changed their online Data Repository for most counties, including Valley County. As you undoubtedly know, the new system that is utilized in Valley County is the Portal-Odyssey System, which will save time and make tracking cases more viable than before. However, as related in our last report, the ICourt system does not produce reports detailing the specifics in a case or the outcome of a case, and the burden to retrieve the information for each individual case would leave the county staff overwhelmed. In future years, it is our hope that the Idaho Supreme Court staff and the county staff will be able to provide comprehensive reports as made available in the prior system.

Attached hereto is the breakdown of the cases that were processed in the City as provided by the ICourt System. A total of 171 cases, with 236 individual misdemeanor charges, were filed in 2018 by the City of McCall. A graph showing the misdemeanor charges by crime type is attached for your review. We divided the cases into the following categories: driving offenses, drug/alcohol crimes, property crimes, and crimes against persons. Out of fifteen cases sent to our office for review by law enforcement, only four were declined, and eleven accepted/filed. We spent 345.50 attorney hours and 354.35 paralegal hours on the above case load. Based upon the total monthly cost of \$4,166.66 or \$49,999.92 for the year, this results in an average hourly rate of \$71.44 per hour, which is far below the standard rate for prosecutorial work. As such, we respectfully request that beginning in the October, 2019; i.e. the municipal budget year, we raise the monthly rate to reflect the cost and time commitment to prosecute McCall's caseload.

I would urge you to contact Judge Berez, any of the county clerks, the County Prosecutor or Public Defender, and anyone else who might provide feedback on our performance over the past year. For our part, we have truly enjoyed representing the City of McCall. It has been a pleasure working with the McCall Police Department this past year, whose professionalism quite frankly make our job easy.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be "Paul J. Fitzer", enclosed within a large, loopy oval scribble.

Paul J. Fitzer
Anthony M. Pantera
MSBT Law

Breakdown of Cases/Hearings/Hours

Total New Cases Prosecuted.....	171
Total Number of Charges.....	236
Total Hearing Days Attended	82
Total Hours in Court	248.50

Total Prep Time for Court (preparing discovery, contacting victims, contacting witnesses:

Hours broken down:

Attorney hours.....	345.50
Paralegal Hours.....	354.35

*Reviewing evidence, issuing subpoenas, negotiating with pro se defendants, preparing probation violation motions, bond revocations, negotiating with defense counsel, answering Motions, answering motions to suppress, staffing cases with officer, preparing restitution orders, reviewing restitution paid, fines and Costs, issuing for failing to appear and failure to obey citation Complaints, reviewing diversion completing, reviewing WHJ

Total Hours Spent.....	699.85
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Total Cost-Monthly Billing at \$4,166.66 per Month.....	\$49,999.92
--	--------------------

Total Cost Legal Services - Per Hour.....	\$71.44
--	----------------

Total Cost-Copies, Fax, Postage.....	\$185.70
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Total Cost- CY2017.....	\$50,185.62
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The previous does NOT include any juvenile or felony cases. Those are handled by the Valley County Prosecutor.

Statute Charge Description	Number of Charges within Cases
18-705 Resisting and/or Obstruction	6
18-901 Assault	1
18-903 Battery	10
18-918(3)(a) Domestic Assault	1
18-918(3)(b) Domestic Battery	2
18-918(4) Domestic Battery/Assault in Presence of Child	1
18-920 No Contact Order Violation	2
18-1501 Injury To Child	2
18-2403(2)(c) Theft by Aquiring Lost or Stolen Property	1
18-2407 Petit Theft	1
18-3302B Carry Concealed Weapon Under the Influence	2
18-5413 Provide False Information	3
18-6409 Disturbing the Peace	15
18-6710 Use Telephone to Annoy, Harrass, Intimidate, Threaten	2
18-6810 Intentional Destruction of Telecommunication Line	1
18-7001 Malicious Injury to Property	4
18-7008 Trespassing	3
18-7034 Unlawful Entry	1
18-8001 Driving Without Privileges	15
18-8004 Driving Under the Influence	41
19-3901A Failure to Appear for Citation	1
23-505 Open Container	8
23-604 Under 21 Consuming Alcohol	6
25-2805 Dogs Running at Large	1
37-2732(a) Under the Influence of a Controlled Substance	1
37-2732(c)(3) Possession of a Controlled Substance	18
37-2732(d) Frequenting	4
37-2734A Possession of Paraphernalia	19
37-2734(a)(3) Controlled Substance-Attempt to Obtain	1
39-5703 Tobacco or Electronic Cigarette	1
49-301 Driver's License or Commercial License Violation	7
49-319 Driving with Expired Driver's License	7
49-430 Fail to Provide Proof of Registration	2

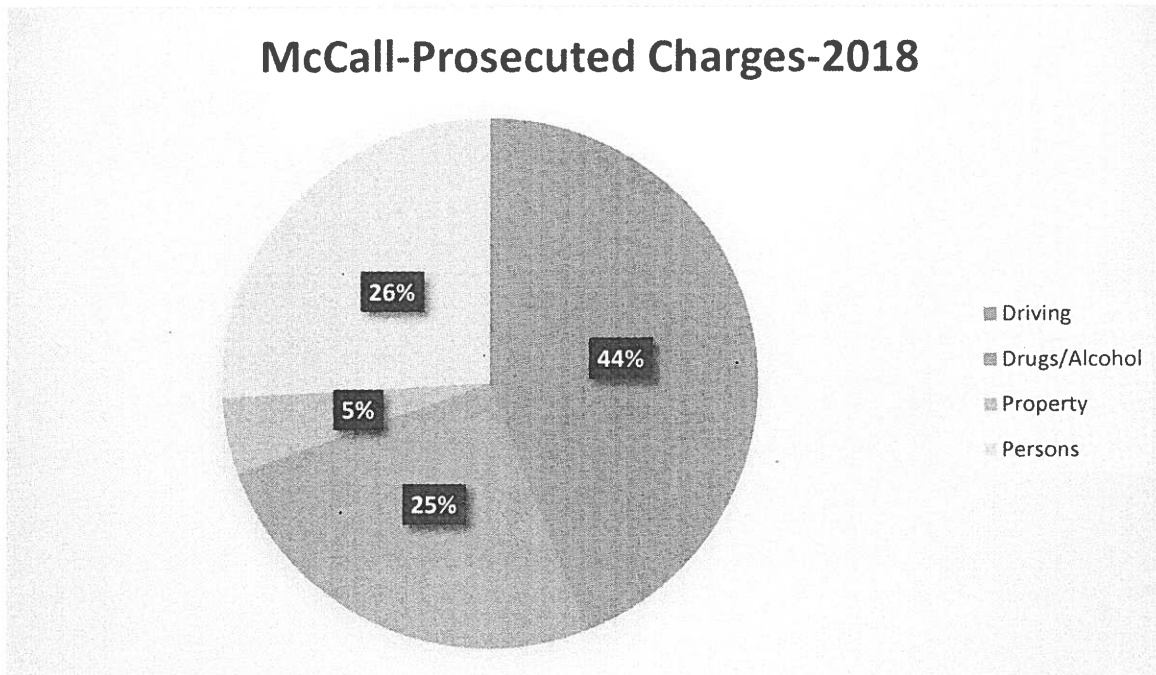
49-431 Invalid Driver's License	1
49-456 Fictitious Registration	1
49-638 Following to Closely	1
49-654 Speeding	3
49-902 Operate Vehicle Unsafe/Unequipped	1
49-1229/1232 Fail to Provide Proof of Insurance	11
49-1301/1304 Leaving the Scene of an Accident/Fail to Notify	4
49-1401 Reckless Driving/Inattentive	7
49-1422 Overtaking School Bus	3
54-4005 Massage Therapist-Practicing W/O a Valid License	1
MCC5.7.120 Fail to Register Fierce or Dangerous Dog	1
MCC5.7.120 Kennel Licensing	1
M352-4-4-2 Taxi-Unlawfully Operating without Business License	1
M352-5-5-020 Disorderly Conduct	3
M352-5-7-110(A) Public Nuisance or Threatening Dog	4
Probation Violation	3

236

Valley County Cases* filed, 01/01/2018-12-31-2018 with current attorney of record as McCall City Prosecutor

Case Type	January	February	March	April	May	June	July	August	September	October	November	December	Totals
Misdemeanors	22	12	12	10	8	16	21	17	9	9	3	13	152
Infractions	4	2	2	0	0	1	5	0	0	1	3	1	19
Total by Month	26	14	14	10	8	17	26	17	9	10	6	14	171

*All cases are Magistrate court Cases. There were no District or Juvenile court cases with the above criteria.



**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 19-026
Meeting Date February 14, 2019

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>McCall Police Department Winter Carnival Update.</i>		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		Originator
		Public Works		Supporter
		Golf Course		
		COST IMPACT:	n/a	Parks and Recreation
FUNDING SOURCE:	n/a	Airport		
		Library		
TIMELINE:	n/a	Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT:				
<p>Each year after Winter Carnival, the Chief of Police presents a report on call for service and an overview of the impacts to the City was from a law enforcement point of view. Chief Justin Williams will review the 2019 Winter Carnival festivities, including comparisons of calls for service for the 2018 Winter Carnival and the impact of the carnival on the police department. The comparison numbers will be provided as a handout at the February 14, 2019, Council Meeting.</p>				
RECOMMENDED ACTION:				
Information Only				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 19-021
Meeting Date February 14, 2019

AGENDA ITEM INFORMATION

SUBJECT: <i>Request to Adopt Resolution 19-02: McCall Local Housing Incentive Program</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development	MG	Originator
		Police Department		
		Public Works		
		Golf Course		
COST IMPACT:	Up to \$200,000 or as funding is available	Parks and Recreation		
FUNDING SOURCE:	Housing budget	Airport		
		Library		
TIMELINE:	ASAP	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

As part of the McCall Local Housing Program, the Local Housing Incentive Program was developed to promote deed restricted for sale or rent units in McCall. The program is consistent with the 2018 McCall Housing Strategy and furthers the 2018 McCall Area Comprehensive Plan Our Economy Vision statement that states: "Support a variety of housing opportunities to allow people to live and work in McCall, and to provide affordable opportunities for low- to middle-income employees, seniors, and persons with special needs."

An overview of the Program's inner workings is attached along with Resolution 19-02 and Exhibit 1- Local Housing Incentive Program which have been reviewed by the City Attorney. Additional analysis using GIS is provided as part of the packet. The policy questions raised by the City Council at the January 17 meeting was how to define "McCall Employment Area." Staff will provide geographic options with more data, identify program intent, and funding sources.

RECOMMENDED ACTION:

1. Select geographic area.
2. Adopt Resolution 19-02 McCall Local Housing Incentive Program for private development and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION
January 17, 2019	Resolution presented to City Council. Tabled to obtain more information on geographic area.

McCall's Local Housing Program

Providing housing so people can work and live in McCall

PROGRAMS/TOOLS						
	Private Development Incentive Program: Rental or Ownership	Request for Qualifications/Proposals for Owned Properties	Land Banking	Annexation/Zoning Map Amendment for New Development	Regulatory	Temporary or Seasonal Housing
Status	Draft program presented to City Council on December 13, 2018.	Map was developed to identify suitable public properties. City Council or MRA Board may direct staff to prepare RFQ/RFP.	FY19 LOT approved funding for Local Housing included Incentives or Land Banking.	This will be dependent on property owners applying for annexation to the City or a request for a rezone.	The Code Update has started and work on local housing will be further identified in January 2019.	Needs to be developed. Related to Code Update and further research needs to be done on this topic.
Overview	Incentive Value: \$10,000 per unit Units are deed or lease restricted.*	An RFQ/RFP process can be completed to find a developer/development that includes deed restricted local housing units.	Purchase land for local housing.	When annexation and rezones are requested, 20-30% of units are deed restricted local housing units.	A list of regulatory or code changes would be developed to incent, reduced development standards, expedited approval process.	There could be certain regulatory changes and incentives to encourage more seasonal and temporary housing options (i.e yurts, moveable container homes on vacant lots, etc.
How it works	Applicant implements approved deed restrictions and will receive incentive value from available funding sources. A priority of expenditures is identified.	RFQ/RFP is advertised, a selection process is completed, enter into a contract. Land can be a long-term lease or deeded for a specific purpose.	City or MRA purchases land for the specific purpose for deed restricted local housing.** Then RFQ/RFP process used to select developer/development.	Annexation and rezones requests, when feasible, would be required to put deed restrictions on a certain percentage (i.e. 30%) of units.	These code changes would be developed and would need to be adopted through the zoning code amendment process. Examples may include density bonuses, increased, building height, increased lot coverage, short-term regs., etc.	TBD
Eligibility	Projects located in the city limits. Includes rentals, for sale, employer provided housing and accessory dwelling units.	Located in the city or urban renewal district, agency dependent.	Located in the city or urban renewal district, agency dependent.	Requests located in McCall Impact Area or Valley County.	Once ordinances adopted by City and County, projects that meet code would be eligible in the city and impact area.	TBD
Public Funding sources	City General Funds Tourism LOT Water hookup fees (water fund must be repaid by source above) Franchise fees Building / P&Z application fees City-owned property Grants	Depends on project.	City General Funds Tourism LOT MRA	Evaluate cost of providing City services.	N/A	TBD
Administration	CED/Clerk	CED	CED	P&Z Commission/City Council	P&Z Commission/City Council	CED

* Incentive amount is contingent upon available funding.

**Council may reconsider the McCall Avenue leases to include a deed restriction as they change ownership.



City of McCall

RESOLUTION 19-02

A RESOLUTION OF THE CITY OF MCCALL, IDAHO, ADOPTING THE MCCALL LOCAL HOUSING INCENTIVE PROGRAM FOR PRIVATE DEVELOPMENT, PROVIDING FOR RELATED MATTERS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the McCall Housing Strategy was prepared by consultant team of Logan Simpson and Zions Finance to look at the housing issue in McCall and provide recommendations to create more affordable housing options for local residents to be able to work and live in McCall; and

WHEREAS, the City of McCall conducted an extensive planning process as part of the 2018 McCall In Motion Comprehensive Plan update process involving members of the McCall community which examined the need for housing, role in economic development, importance to the workforce, impact on transportation and need to retain year around community; and

WHEREAS, the McCall Area Comprehensive Plan Our Economy Vision statement states: “Support a variety of housing opportunities to allow people to live and work in McCall, and to provide affordable opportunities for low- to middle-income employees, seniors, and persons with special needs”; and

WHEREAS, one of the six Big Ideas in the Comprehensive Plan is “Housing our Local Community: Achieve a sustainable, year-around community”; and

WHEREAS, Comprehensive Plan, Housing Goals and Policies include: “Goal 2: Support a local housing program as part of the vision for a diverse and year-round economy”; and

WHEREAS, the McCall Housing Strategy is a planning document to assist in the creation of funding sources, regulations, programs and policies to create ‘local’ housing options; and

WHEREAS, the McCall Housing Strategy Report was adopted on January 11, 2018; and

WHEREAS, staff presented information about the tour staff had with Planners from the Town of Winter Park, CO about public and private initiatives in its downtown and related to affordable housing with the goal of creating as much housing in its downtown as possible; and

WHEREAS, the City Council held a work session on September 27, 2018 to generate ideas and solutions for the lack of attainable housing in McCall; and

WHEREAS, on December 13, 2018 and January 17, 2019 the City Council discussed and reviewed an overview of a potential McCall Local Housing Program. Part of this program will be a Local Housing Incentive Program for private development developed to encourage and create deed restricted for sale or lease controlled local housing units; and

WHEREAS, the Local Housing Incentive Program is subject to available funding; and

WHEREAS, the City of McCall recognizes that deed restricted local housing is a Public Benefit to the entire community; and

WHEREAS; the Local Housing Incentive Program provides the terms and criteria for the value of the incentive for deed restricted units; however, deed restrictions shall be approved on a case by case basis for each project by the Administrator of the Local Housing Incentive Program: and

WHEREAS, the Local Housing Incentive Program is a reimbursement program to those developers and owners who voluntarily participate in the Program after specific deed restrictions are approved and recorded and there is acceptance of the public infrastructure by the City.

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

The City of McCall adopt the Local Housing Incentive Program, a copy of which is attached hereto as Exhibit 1, and by this reference incorporated herein.

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

Adopted this 14th day of February, 2019.

Jackie J. Aymon, Mayor

ATTEST:

BessieJo Wagner, City Clerk



City of McCall

Local Housing Incentive Program For New Development

Purpose: As outlined in the *2018 McCall Area Comprehensive Plan* and the *City of McCall Housing Strategy*, a Local Housing Program that includes a number of tools to create a variety of for-sale or rental units with various price points is needed in order to support a year-around community. As part of the Local Housing Program, this incentive-based program intends to encourage the private sector to build units with deed restrictions to increase the supply of housing for locals. Deed restrictions are an important tool to ensure housing units for locals stay affordable for the long-term for other locals who are interested in renting or purchasing a unit in the city of McCall. These restrictions ensure permanent affordability.

Incentive: Maximum Incentive Value: \$10,000 of value per unit, provided that units are deed or lease restricted for local housing and meet the criteria set forth in the Incentive Program. The Incentive will be calculated for the value of the incentive amount and will be issued on a reimbursement basis. The Local Housing Incentive Program is contingent upon available funding.

Eligibility: Project must be located within the McCall City limits and have recorded approved deed restrictions for units to be eligible for the incentive.

Examples for Incentive Expenditure: The following are the priorities for expenditures for the incentive (value up to \$10,000/unit) but may not be limited to:

- Public street improvements
- Public sidewalk/pathways
- Upgrades to City utilities (water, fiber)
- Undergrounding of overhead utilities (power, telecommunications)
- Water hookup fees
- Parks in-lieu fees as required by MCC 9.3.10
- Building / P&Z application fees

Funding Sources: The following is a list of funding sources but may not be limited to:

- City General Funds / LOT
- Water hookup fees (water fund must be repaid by source above)
- Utility Franchise fees
- Building / P&Z application fees
- City-owned property

Deed Restrictions: A deed restriction placed on the property will determine how an owner may use, rent or resell the property or unit. Rather than link the local housing program to income categories, the purpose of the criteria for the deed restrictions would focus on people who work in the community to also have housing within McCall. Deed restrictions for rental, for sale or employer owned units would define and include the following criteria set forth here.

Criteria: The purpose of the criteria is to define how deed restrictions will be developed depending on the ownership, type of unit or development, and other considerations based on a project-by-project evaluation.

Criteria for all projects: These minimum requirements apply to all deed restricted units:

- Employed, work minimum 30 hours/week, within the city for a set period (6 months) or have employment offer from a McCall Business; or
- Senior (age 65 and older) as primary resident; or
- Person with disability; and
- No short-term/vacation renting or sub-leasing.

For Rent Units: Must meet the general criteria for all projects and are subject to the following:

- Rent Control to ensure affordability typically tied to Consumer Price Index; and
- Annual or random audits of leases.

For Sale Units: Must meet the general criteria for all projects and are subject to the following:

- Restriction on resale price based on maximum annual appreciation rate for sale units (i.e. 2%-3% of original purchase price and cost of improvements, typically tied to the Consumer Price Index, or other measure such as Median Household Income).

MEMORANDUM

Subject: McCall Local Housing Incentive
From: Michelle Groenevelt, AICP, Community & Economic Development Director
Date: February 14, 2019

The intention of this Memorandum is to provide additional information on the McCall Local Housing Incentive Program.

The McCall Local Housing Incentive Program is one of several tools to meet the goals and policies identified in the McCall Area Comprehensive Plan (2018) and City of McCall Housing Strategy (2018) to create a diversity of housing choices and price points attainable for people to work and live within McCall.

The primary purpose of the McCall Local Housing Incentive Program is to create new units with deed restrictions, for sale or rent, to support a workforce for a healthy economy. This workforce housing program requires the owner or tenant to be employed by a McCall business at least 30 hours per week or 1560 hours per year. Exceptions to employment requirement would only include people with disabilities and seniors (65 years or older). The definition of a “McCall Business” (geographic area TBD by the City Council) is a business that has a physical location within the defined geographic location (see maps for more information).

The McCall Local Housing Incentive Program is not intended to provide housing for people who can work from anywhere or home occupation businesses. There will not be income categories for this housing incentive program. The specifics of eligibility of the tenants or employers will be further outlined in the deed restrictions that are recorded with the property. Ultimately, the goal of the program is to provide workforce housing and for McCall to stay a community with local year-round residents.

McCall Area Comprehensive Plan and City of McCall Housing Strategy

The McCall Area Comprehensive Plan was adopted in 2018 by the City Council after significant public input from the community. The Comprehensive Plan is the roadmap for the City of McCall and community to achieve its Vision. Within the Plan, there numerous goals and policies related to housing and specifically support the development and adoption of the Local Housing Incentive Tool as part of the multi-faceted McCall Local Housing Program. These references/quotes have been identified below:

Our Vision: Our Economy: Support public agencies, local businesses, entrepreneurship, and recreational tourism, while providing a variety of housing types to meet varied income levels and stages of life. (p. 7)

Support a variety of housing opportunities to allow people to live and work in McCall, and to provide affordable opportunities for low- to middle-income employees, seniors, and persons with special needs. (p. 51)

MEMORANDUM

To support the sense of community in McCall, residents want those who work in the City to be able to afford to live in the City. The lack of diversified housing, in both type and price, was noted as a great concern for the McCall community. (p. 52)

The McCall area residents and stakeholders have reported a shortage in housing. The lack of available housing in McCall means that many who work here cannot afford to live here. The split community profile of permanent residents and second-home owners is both a cause and effect of the current housing supply, which tends toward either expensive large-lot single-family homes or aging cabins. (p. 67-68)

McCall needs more rental and ownership housing units to keep up with workforce needs (p. 70.)

Policy 5.5: Encourage local housing options and create walkable and connected residential areas. (p. 108)

Policy 1.1: Cultivate housing and employment opportunities for full-time residents. Utilize a population guideline of 40 percent full-time residents as a basis to monitor population trends (p. 116).

Policy 2.2 Provide assistance, housing, and support services for the elderly so they may lead fulfilling lives and be effective participants in the community (p. 116).

Housing Goal 1: Promote a variety of quality housing types for current and future residents (p. 118).

Goal 2: Support a local housing program as part of the vision for a diverse and year-round economy (p. 118).

Goal 3: Support multi-faceted strategies to address local housing opportunities (p. 118)

Policy 3.1: Expand the availability of local housing throughout McCall by preserving existing housing and incentivizing development to provide attainable housing.

Incentivize housing for local year-round Residents (p. 144).

H Project 7: Increase the availability of affordable housing through new and innovative funding mechanisms, such as public/private partnerships (p. 100)

The 2018 McCall Housing Strategy took a closer look at the need for housing within the city of McCall by examining the demographic and housing market data, providing case studies, identifying tools and solutions.

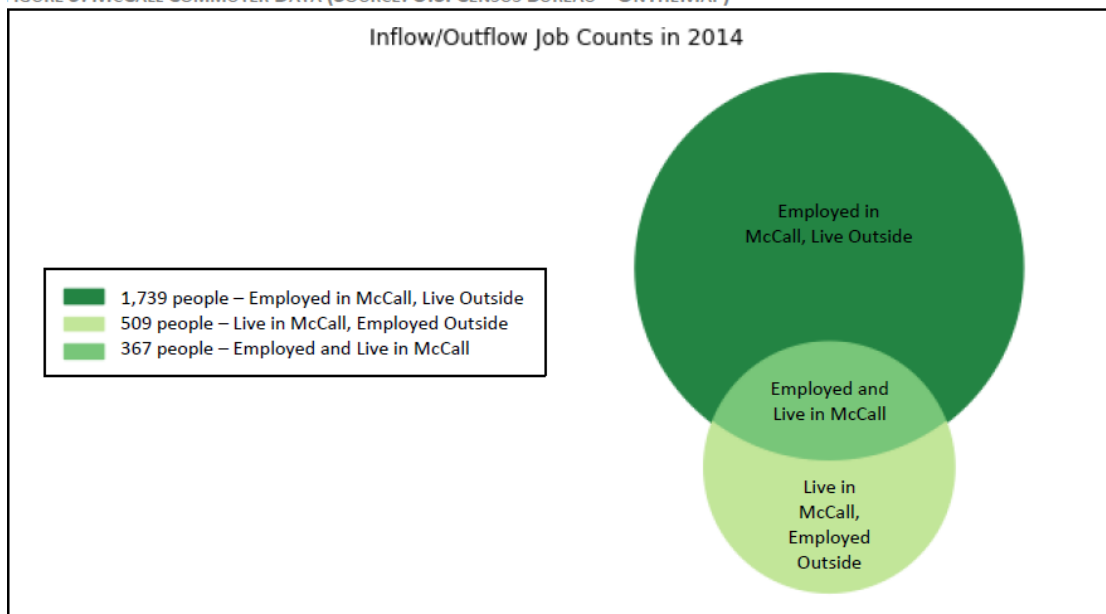
One of McCall's greatest challenges is the trend of losing year around residents. According to the Census, McCall's current households consists of 27% year-round residents and 73% second homes as compared to 40% year-round residents and 60% second homes in the 10 years prior.

MEMORANDUM

82% of the workforce currently commutes into McCall for employment as a significant proportion of its workforce commuting in from nearby communities. This is unsurprising, given the data about housing availability. If too much of the workforce needs to commute in to work, the culture and character of McCall outside of business hours suffer. By improving and maintaining local housing options, McCall will be able to reduce the need for a commuting workforce and maintain the local community of people who can work and live within McCall.

The Census reports detailed commuting data on an inflow and outflow basis, with 2014 as the most recent year available. This information tells us that a large majority of the workforce is commuting in to McCall to work, but lives outside the City in places like Boise, Council, New Meadows, and Donnelly. In 2014, 1,739 of McCall employees commuted in to work from outside areas and 367 of those working in McCall also lived in McCall. An additional 509 McCall residents commute to work outside the City. This means that of those that work within the City, 82 percent of employees are commuting from outside and are not residents. Only 18% of people live and work within the city limits.

FIGURE 5: McCall Commuter Data (SOURCE: U.S. CENSUS BUREAU – ONTHEMAP)



It's also important to note that of those commuting into McCall, the largest proportion is commuting greater than 50 miles one-way to work; 40.5 percent of commuters are traveling greater than 50 miles, which significantly impacts both the employee and their involvement in the McCall community beyond their work shift. The second largest group does include those living and working in the City; employees commuting less than ten miles make up 38.5 percent of the McCall workforce. 12.8 percent travel 10 to 24 miles and 8.3 percent travel a significant 25 to 50 miles to their job. The majority of those commuting in to work are coming from the south of McCall.

MEMORANDUM

Funding

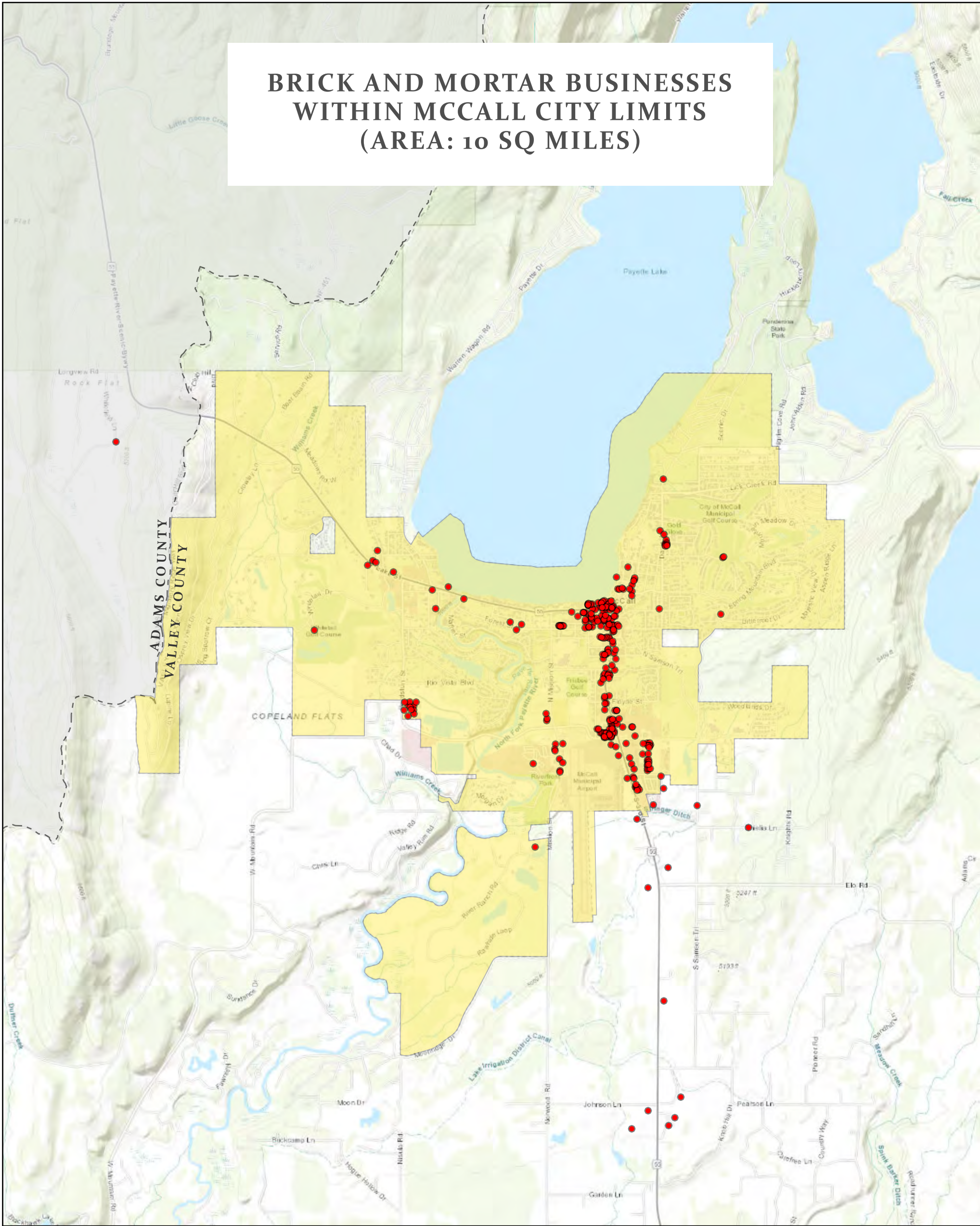
In determining the employment geographic area, the Council should consider the origination of the funding of the program. The following are the current funding sources for the McCall Local Housing Incentive Program:

- General Fund: These taxes are collected from industrial, commercial and residential property only within the city limits.
- Tourism LOT: These funds are collected from businesses (including short-term rentals) only within the city limits.
- Franchise fees: This is an additional 3% tax collected on Idaho Power and Cable One bills for accounts only within the city limits.
- Grant Match: These funds originate as general fund or Tourism LOT and are leveraged by the Economic Development Planner whose position is funded the General Fund.

Regional Housing

There are several organizations that are working on workforce housing within the region. The West Central Mountains Housing Trust is a 501(c)3 nonprofit with the mission of providing housing in Valley and Adams County. It is currently a volunteer board and has a project underway in New Meadows. The West Central Mountain Economic Development Council (WCMEDC) held a Housing Summit and is exploring tax incentives with Valley County. City staff coordinate and communicate with these organizations.

BRICK AND MORTAR BUSINESSES WITHIN MCCALL CITY LIMITS (AREA: 10 SQ MILES)



PROS:

- ALL FUNDING SOURCES ORIGINATE FROM TAXES COLLECTED IN THE CITY LIMITS.
- PROGRAM SUPPORTS BUSINESSES WHO PAY TAXES- "BUSINESS FRIENDLY" FOR MCCALL BUSINESSES OR BUSINESSES HEADQUARTERED IN CITY.
- ENCOURAGES BUSINESSES AND RESIDENTS TO LOCATE INSIDE CITY LIMITS WHICH INCREASES TAX BASE.
- SERVICED BY THE MCCALL TRANSIT (FREE) AND REDUCES COMMUTING COSTS AND TRAFFIC CONGESTION AND SPRAWL.

CONS:

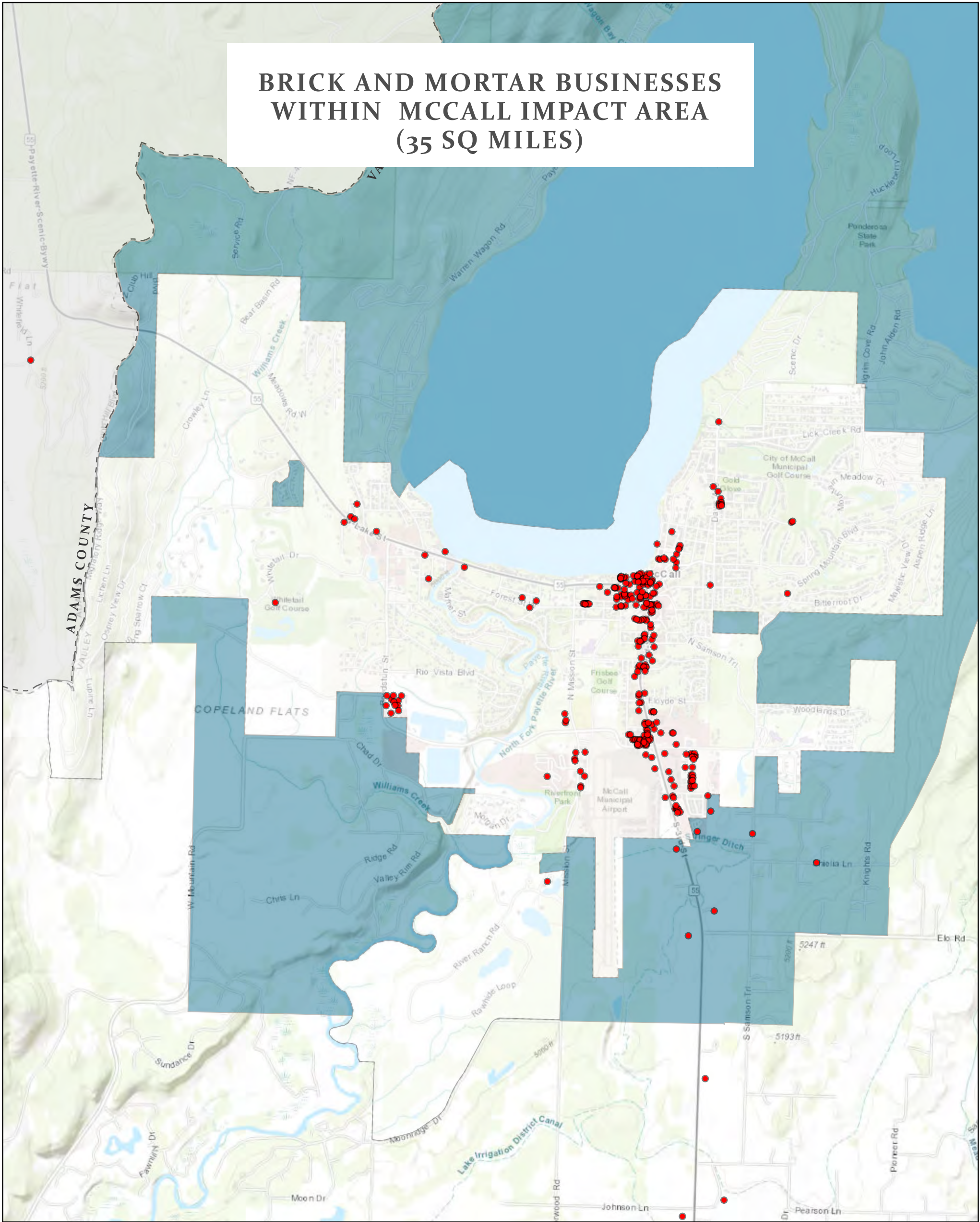
- DOES NOT SERVE THE BROADER MCCALL AREA (VALLEY COUNTY) OR ADAMS COUNTY EMPLOYER

● Brick & Mortar Businesses
 McCall City Limits

273 BRICK & MORTAR
BUSINESSES INSIDE CITY
LIMITS



BRICK AND MORTAR BUSINESSES WITHIN MCCALL IMPACT AREA (35 SQ MILES)



PROS

- ADMINISTER BUILDING AND PLANNING FOR THE MCCALL AREA (ADMINISTRATION PAID BY FEES); IMPACT AREAS ARE CREATED TO MANAGE GROWTH AROUND THE CITY AND COULD BE AREAS OF POTENTIAL ANNEXATION.

CONS:

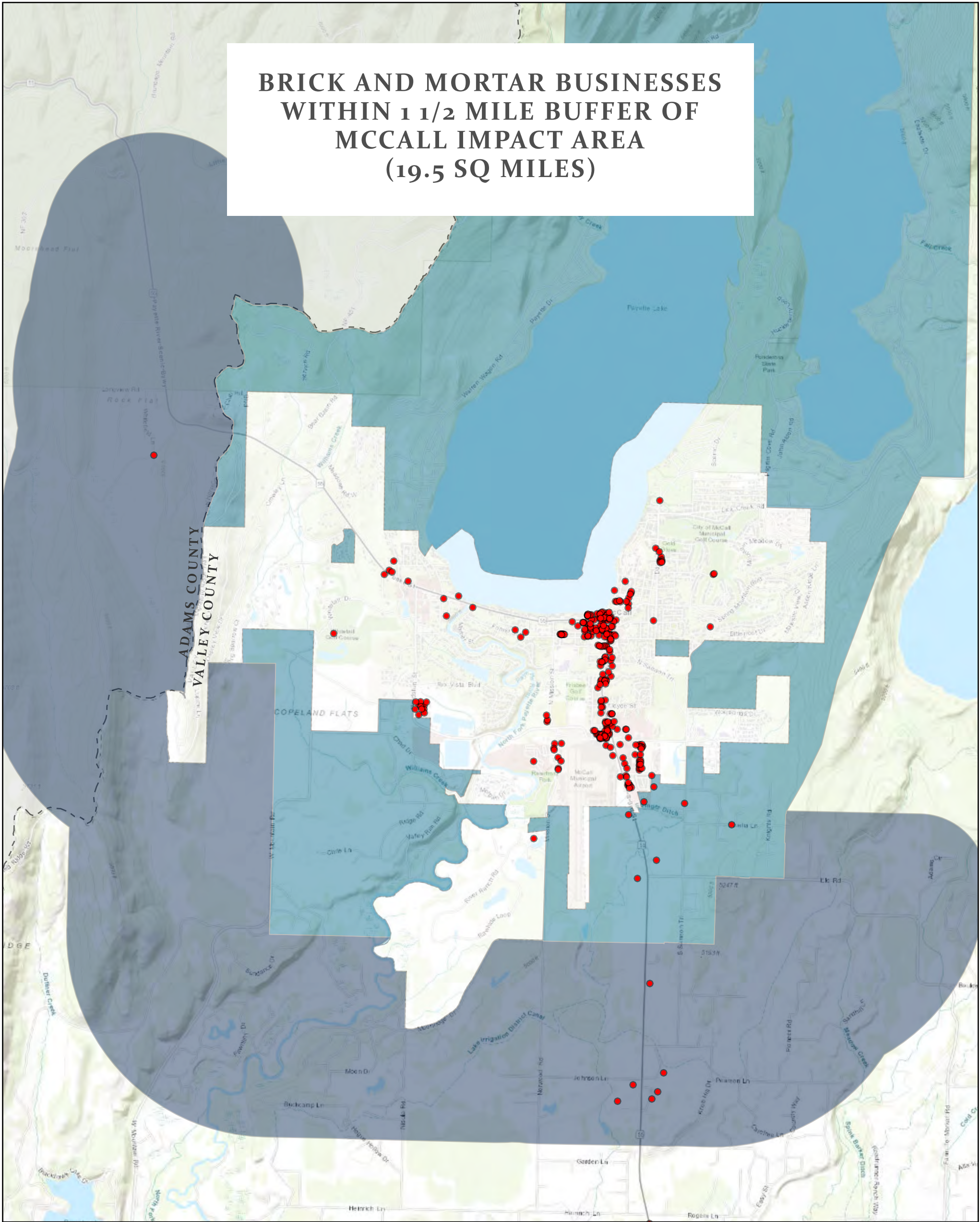
- RELATIVELY FEW BUSINESSES LOCATED HERE, MOSTLY BECAUSE THE LACK OF INFRASTRUCTURE.
- WOULD BE SUBSIDING BUSINESSES WHO LOCATED IN THESE LESS EXPENSIVE AREAS AND WHO DO NOT PAY TAX TO CITY.[1]

- BRICK & MORTAR BUSINESSES
- MCCALL CITY LIMITS
- IMPACT AREA

8 BRICK & MORTAR
BUSINESSES INSIDE THE
IMPACT AREA



BRICK AND MORTAR BUSINESSES WITHIN 1 1/2 MILE BUFFER OF MCCALL IMPACT AREA (19.5 SQ MILES)



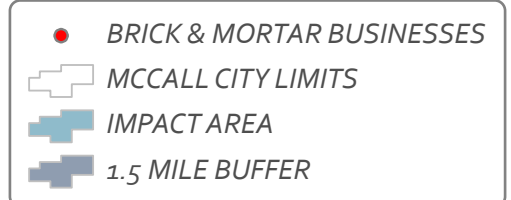
PROS

- PROGRAM ASSISTS THE BROADER REGIONAL ECONOMY
- STILL GET THE BENEFITS OF HOUSING BEING LOCATED IN THE CITY LIMITS AND SOME SPENDING OCCURRING IN CITY LIMITS.

CONS

- REQUIRES MORE COMMUTING AND DRIVING
- EMPLOYERS/EMPLOYEES COULD BE TAKING AWAY FROM BUSINESSES IN MCCALL WHO ARE FUNDING THE PROGRAM.

7 BRICK & MORTAR
BUSINESSES INSIDE THE
1 1/2 MILE BUFFER AREA



**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 19-035
Meeting Date February 14, 2019

AGENDA ITEM INFORMATION				
SUBJECT: <i>Request to Approve the Contract with Dalrymple Construction Services, Inc. for the City Hall Office Remodel Project</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development	MG, JP	Originator
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:	\$190,000	Airport		
FUNDING SOURCE:	Capital Improvement Plan	Library		
TIMELINE:	Winter/Spring 2019	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

With the office space that has come available by the Police department’s move to a separate facility and in preparation for the upcoming new library facility, City Hall needs to undergo some construction for ADA upgrades and remodeling of the office space for the relocation of most of the staff currently in the Annex building into City Hall. Those improvements are needed to provide better customer service, refurbish the front lobby and upgrade the front desk to ADA standards, improve the quality of the workspaces in the south end, move and enlarge the break room to handle the larger number of staff, and provide a fully ADA compliant restroom.

As the project did not require a formal bid process, a Request for Bid was sent out to three selected contractors in late December and there was only one responsive bidder. The contract with Dalrymple Construction Services, Inc. for \$190,000 includes all the ADA upgrades and office remodel. The contractor would like to begin work as soon as possible to have the work completed by this spring. A draft contract (attached) is under legal review and the finalized contract will be available at the February 14 meeting.

Once the Annex staff is settled into their new office space at City Hall, the Parks & Recreation staff at the airport will relocate to the Annex offices until a more permanent location for the Parks department is decided. Removing the Parks & Recreation staff from the Airport is a requirement for compliance with Federal Aviation Administration regulations.

RECOMMENDED ACTION:

Approve the contract with Dalrymple Construction Services, Inc. in the amount of \$190,000 for the remodel of the McCall City Hall office spaces and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

**CITY OF MCCALL
CITY HALL OFFICE REMODEL
CONSTRUCTION CONTRACT**

Parties:

City of McCall, Idaho	“McCall”	216 East Park St., McCall, Idaho 83638
Dalrymple Construction Services, Inc.	“Contractor”	P.O. Box 214 Cascade, ID 83611

This City of McCall City Hall Office Remodel Construction Contract, made on the 14th day of February, 2019, between the CITY OF MCCALL, IDAHO, an Idaho municipal corporation (“City”), and Dalrymple Construction Services, Inc. of CASCADE, IDAHO, (“Contractor”), a general business in the State of Idaho.

City is the owner of the real property upon which the McCall City Hall is currently located and upon which the construction of the City Hall Office Remodel is contemplated by this Contract.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein and the recitals set forth which are a material part of this Contract, the Parties agree as follows:

**SECTION 1
DEFINITIONS**

- 1.1 Bid:** means and refers to that certain bid dated January 24, 2019, a true and correct copy of which is attached hereto marked “**Exhibit A**” submitted by Contractor pursuant to the invitation for Bid.
- 1.2 City:** means and refers to the City of McCall, Idaho, 216 East Park St., McCall, Idaho 83638 (“City”), a City organized and existing under and by virtue of Chapter 14 of Title 31 Idaho Code and Party to this Contract.
- 1.3 Contract:** means and refers to this “City of McCall City Hall Office Remodel Construction Contract.”
- 1.4 Contract Award Date:** means and refers to the date this Contract has been executed by both Parties.
- 1.5 Contract Plan Documents:** means and refers to the architectural and/or engineering plans which are provided by Contractor and approved by the City Engineer as provided in this Contract.

- 1.6 Contract Price:** means and refers to **one hundred seventy-eight thousand five hundred and 00/100 Dollars (\$178,500.00)**, the sum due and payable to Contractor by the City, subject to increase or decrease, and payable as provided in this Contract.
- 1.7 Contractor:** means and refers to **Dalrymple Construction Services, Inc.** (“Contractor”), a general business in the State of Idaho, whose Public Works Contractor’s License number is **020364** and whose Idaho Contractors Board License number is **RCE-37137**.
- 1.8 Invitation for Bid:** means and refers to those certain Bid Procedures and Specifications for the Project a true and correct copy of which is attached hereto marked “**Exhibit B.**”
- 1.9 McCall:** means and refers to the City of McCall, a municipal corporation of the State of Idaho.
- 1.10 Parties:** means and refers to the City of McCall, Idaho, an Idaho municipal corporation and to Contractor.
- 1.11 Project:** means the City of McCall City Hall Office Remodel.
- 1.11 Real Property:** means and refers to the McCall City Hall located at 216 East Park St., McCall, Idaho 83638.

SECTION 2 RECITALS

The Parties recite and declare:

- 2.1** City seeks to construct upon the Real Property a remodel to the exterior building envelope of City Hall (the “Project”); and
- 2.2** In order to secure the design and construction of the Project, the City processed the same as an Invitation for Bid, Statutory Procedure: I.C. 67-2805(2); and
- 2.3** Contractor was the successful bidder; and
- 2.4** The City seeks to complete the design, the design review and the construction of the Project in accordance with the specifications of the Invitation for Bid as qualified by the Bid; and
- 2.5** The City will pursue the construction of additional improvements to the Project by separate contracts as same are is not included in the Bid.
- 2.6** Contractor is willing and desirous of securing the design and constructing the Project in accordance with the provisions of this Contract and the Bid in consideration for the Contract Price.

- 2.7 Contractor will obtain the necessary architectural and/or engineering design expertise and has or will subcontract for the necessary equipment and skill to complete construction of the Project; and
- 2.8 Contractor holds the necessary Public Works Construction License in the State of Idaho to enter into this Contract and complete this public works construction project.

**SECTION 3
DESIGN REQUIREMENTS AND SITE INFORMATION**

- 3.1 The City engages Contractor as an independent contractor to construct the Project at the McCall City Hall upon the Real Property and in a manner that meets the McCall Zoning and Building Permit Ordinances for set back and to accommodate all utility connections.
- 3.2 [Deleted]
- 3.3 [Deleted]
- 3.4 [Deleted]
- 3.5 The Project shall be designed to be specifically located at the McCall City Hall on the Real Property as designated by the McCall Building Official, and in this regard in the event Contractor reasonably requires any specific Real Property information in order to complete the construction of the Project, Contractor shall notify the McCall Building Official in writing setting forth the information requested and the reason for the request.
 - 3.5.1 The McCall Building Official shall secure needed Real Property information and provide the same to Contractor within a reasonable time.
- 3.6 [Deleted]

**SECTION 4
RIGHTS AND OBLIGATIONS OF CONTRACTOR**

- 4.1 Contractor will perform and be responsible for the construction of the Project including work to be performed by its subcontractors, if any, in accordance with and as specified in the Contract Plan Documents, Contract and the Bid.
- 4.2 Contractor shall be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences and procedures utilized, unless the Contract Plan Documents give other specific instructions.
 - 4.2.1 Contractor is to include all labor and approved materials, appliances and services of every kind necessary for proper execution of work.
 - 4.2.2 Contractor shall re-execute any work that fails to conform to the requirements

of the contract. Contractor will remove all of its construction debris from the site and leave premises in broom-clean condition.

- 4.2.3** All work shall be completed in a workmanship-like manner and in compliance with all codes and other applicable laws.
 - 4.2.4** To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
 - 4.2.5** Contractor has the right to let other contracts in connection with the work contracted for.
 - 4.2.6** Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to Contractor's acts or neglect.
- 4.3** In order to facilitate its responsibilities for completion of the work in accordance with and as reasonably inferable from the Contract Plan Documents, prior to commencing, the Work Contractor shall examine and compare the drawings and specifications with information furnished by the City pursuant to Section 3.3; relevant field measurements made by Contractor; and any visible conditions at the Real Property affecting the Work.
- 4.4** **Safety:** Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work, except that Contractor's subcontractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of applicable laws and regulations. Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect its employees and other persons at the worksite; materials and equipment stored at on-site or off-site locations for use in the Work; and property located at the site and adjacent to work areas, whether or not the property is part of the Work.
- 4.5** **Materials Brought to the Worksite:** Contractor shall be responsible for the proper delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by Contractor in accordance with the Contract Plan Documents and used or consumed in the performance of the Work. In the event there are City supplied material and substances, the same are not Contractor's responsibility unless noted in the Contract Plan Documents.
- 4.6** **Submittals:** Contractor shall submit to the architect/engineer for review and approval all shop drawings, samples, product data and similar submittals required by the Contract Plan Documents. Contractor shall be responsible to the City for the accuracy and conformity of its submittals to the Contract Plan Documents. Contractor shall prepare and deliver its submittals to the architect/engineer in a manner consistent with the Schedule of the work and in such time and sequence so as not to delay the performance of the Work. When Contractor delivers its submittals to the City, Contractor shall identify in writing for each submittal all changes, deviations or substitutions from the requirements of the

Contract Plan Documents, the Contract and the Bid. The approval of any Contractor submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of the Contract Plan Documents and this Contract unless express written approval is obtained from the City specifically authorizing such deviation, substitution or change. Further, the City shall not make any change, deviation or substitution through the submittal process without specifically identifying and authorizing such deviation to Contractor. The City shall be responsible for review and approval of submittals for any change, deviation or substitution through the submittal process with reasonable promptness to avoid causing delay. Contractor shall perform all work strictly in accordance with approved submittals. The City's approval does not relieve Contractor from responsibility for Defective Work resulting from errors or omissions of any kind on the approved Shop Drawings.

- 4.7 Cutting, Fitting and Patching:** Contractor shall perform cutting, fitting and patching necessary to coordinate the various parts of the work and to prepare its work for the City or others retained by the City if specifically noted in the plans.
- 4.8 Cleaning Up:** Contractor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. Contractor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Contractor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.
- 4.9 Subcontracts:** Work not performed by Contractor with its own forces shall be performed by subcontractors. Contractor agrees to bind every subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Contract and the Design Documents as they apply to the subcontractors' and material suppliers' portions of the Work.
- 4.10 Non Application:** Except for subcontractors referenced in Subsection 4.9, this Section does not apply to any work performed by separate contractors for other minor improvements within and to the Project which the City has let by separate contract as same are is not included in the Bid

SECTION 5 INDEPENDENT CONTRACTOR RELATIONSHIP

- 5.1** In the performance of the work contemplated under this Contract, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, the City being interested only in the results obtained.

- 5.2 Contractor shall comply with all laws, rules, and regulations, which may now or later apply to Contractor's business, equipment and personnel engaged in operations covered by this Contract or accruing out of the performance of such operations.
- 5.3 The actual performance and superintendence of all work under this Contract shall be by Contractor, but the City may designate representatives who shall at all times have access to the Real Property and worksite for the purpose of observing tests or inspecting the work performed by Contractor in order to judge whether, in the City's opinion, such work is being performed by Contractor in accordance with the provisions of this Contract. Such representatives shall be empowered to act for the City in all matters relating to Contractor's performance of the work undertaken under this Contract.

SECTION 6 RESPONSIBILITY FOR LOSS OR DAMAGE

- 6.1 **Project and Equipment risk of loss.** Contractor shall assume liability and risk of loss at all times until completion and acceptance of the work by the City for damage to or destruction of the Project and construction materials and Contractor's equipment regardless of when or how such damage or destruction occurs, and the City shall be under no liability to reimburse Contractor for any such loss except loss or damage caused by negligence or willful acts or omissions of the City or its agents, servants or employees.
- 6.2 **Indemnity by Contractor:** Contractor agrees to protect and indemnify the City against all claims, demands and causes of action in favor of Contractor's employees or third Parties for personal injuries or death or for property damage (other than property damage specifically provided for in this section) arising out of the work to be performed by Contractor under this Contract and resulting from the negligent acts or omissions of Contractor's agents, employees and subcontractors.

SECTION 7 BONDING

- 7.1 Contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of the Contract Price conditioned upon the faithful performance of this Contract. Said bond shall be solely for the protection of the City for awarding this Contract as required by Idaho Code § 54-1926.
- 7.2 Contractor shall furnish a payment bond in an amount equal to one hundred percent (100%) of the contract, solely for the protection of persons supplying labor or materials, or renting, leasing, or otherwise supplying equipment to Contractor in the prosecution of the work provided for in this Contract.
- 7.3 Each bond provided for in this section shall be executed by a surety company or companies duly authorized to do business in the state of Idaho, or Contractor may deposit any of the type of government obligations listed in subsection (2)(h) of § 54-1901, Idaho Code, in lieu of furnishing a surety company performance or payment bond or bonds.

7.4 All bonds provided for in this section shall be payable to the City.

7.5 All bonds provided for in this section shall be filed in the office of the City Clerk.

SECTION 8 INSURANCE

8.1 During the life of this Contract, Contractor at its expense shall maintain, with an insurance company or companies authorized to do business in the State of Idaho and which company is satisfactory to City, insurance coverage of the kind and in the amounts set forth herein as follows:

8.1.1 Liability. Contractor shall maintain a comprehensive liability insurance policy covering the construction site and Contractor's performance of this Contract against bodily or personal injury, death, or property damage, or other loss as a result of any one (1) occurrence or accident with a responsible insurance company, all at the sole cost and expense of Contractor in the names and for the benefit of Contractor and the City in the sum of \$1,000,000.00 single-limit coverage.

8.1.2 Workers' Compensation: Contractor will provide and maintain, for all its employees engaged in work under this Contract, Workers' Compensation insurance as required by I.C. § 72-301. In the event any part of the work to be performed under this Contract is sublet on a fixed-fee basis, the same protection concerning Workers' Compensation shall be provided for employees of the subcontractors under all fixed-fee subcontracts. In cases where the whole or any part of the work to be performed under this Contract is sublet on a lump-sum basis, Contractor shall require all subcontractors to maintain Workers' Compensation insurance for their respective employees as required by I.C. § 72-216.

8.1.2.1 Prior to the commencement of operations under this Contract, Contractor will supply the City Secretary with proof of compliance with the above provisions relating to Workers' Compensation protection.

8.1.3 Contractors Risk of Loss Insurance: Contractor shall maintain for the benefit of itself, the City, Contractor's subcontractors, suppliers, and any other interested persons as their interests may appear, fire, extended coverage, vandalism, and malicious mischief insurance, until acceptance of the work by the City, for damage to or destruction of the Project and construction materials and Contractor's equipment, regardless of when or how such damage or destruction occurs.

8.1.3.1 The insurance amounts required by this section shall not be less than the replacement cost, including items of labor and materials connected with the same, whether in or adjacent to the insured Project, materials in place or to be used as part of the permanent construction or erection, including surplus materials, protective fences if any, or temporary structures, miscellaneous materials, and supplies incidental to the work, and such scaffolding, stages, towers, forms and equipment as are not owned or rented by contractor.

8.1.3.2 The loss, if any, is to be adjustable with Contractor subject to the approval of City, which shall not be unreasonably withheld, and is to be payable to Contractor and the interested parties as their interests may appear. Any insurance proceeds received by Contractor in respect of any of the events referred to above that occur prior to acceptance of the work by the City shall be used by Contractor in replacing the property damaged or destroyed by such event; any portion of such proceeds not so used may be retained by Contractor after such replacement.

8.1.4 Contractor shall procure from the company or companies writing such insurance a certificate or certificates, satisfactory to the City, evidencing that such insurance during the term of this agreement is in full force and effect and shall not be canceled or materially changed without ten days' prior written notice to the City. Contractor will not commence construction work until it has furnished to City the certificates of insurance evidencing that the insurance to be provided by Contractor is in force.

8.2 Until acceptance of the Project by the City, the City shall require all contractors to provide liability insurance, worker's compensation insurance, and Builder's risk insurance covering the materials and fixtures under the contract in accordance with the provisions this section as required of Contractor.

SECTION 9 PAYMENT OF CLAIMS

9.1 Contractor shall pay all claims for labor, material, services and supplies to be furnished by Contractor under this Contract, and shall allow no lien or charge to be fixed on the Real Property of the City upon which the Project is constructed.

SECTION 10 WARRANTY

10.1 The work shall be executed in accordance with the Contract Plan Documents in a workmanlike manner. Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Plan

Documents, and free from defective workmanship and materials. Contractor further warrants that the work will be free from material defects not intrinsic in the design or materials required in the Contract Plan Documents. Contractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by City or others retained by City, or abuse.

- 10.2** If, prior to the Date of Substantial Completion and within one year after the date of Substantial Completion of the Work, any portion of the work is found to be not in conformance with the Contract Plan Documents ("Defective Work"), the City shall promptly notify Contractor in writing. Unless the City provides written acceptance of the condition, Contractor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

SECTION 11 CITY RIGHTS AND OBLIGATIONS

- 11.1 City's Responsibilities:** Any material, information or services to be provided by the City shall be provided in a timely manner so as not to delay the Work.
- 11.2 Financial Information:** Prior to commencement of the work and thereafter at the written request of Contractor, the City shall provide Contractor with evidence of project financing. Evidence of such financing shall be a condition precedent to Contractor's commencing or continuing the Work. Contractor shall be notified prior to any material change in Project financing. The City agrees that neither Contractor nor its surety shall be bound thereunder unless, prior to the execution of this Contract, the City shall furnish evidence to Contractor and its surety that financing has been firmly committed to cover the entire cost of the project.
- 11.3 Payment:** The City shall pay to Contractor the Contract Price in the sum of one hundred seventy-eight thousand five hundred and 00/100 Dollars (\$178,500.00) in accordance with the provisions Section 18 of this Contract.

SECTION 12 PERMITS

- 12.1** The City shall be responsible for all permits necessary for the construction of the Project.
- 12.2** Contractor's performance under this Contract is contingent upon approval of all necessary government and regulatory agencies in accordance with Idaho Law.

SECTION 13 CONTRACT TIME

- 13.1 Date of Commencement:** The Date of Commencement is the date of the issuance of the

Notice to Proceed letter issued by the City. Contractor shall authorize design as referenced in Section 3 of this Agreement within ten (10) days of the Date of Commencement.

- 13.2 Time:** Substantial Completion of the work shall be achieved in **ninety (90) days** from the Date of the issuance of the building permit by the City of McCall. Time limits stated above are of the essence of the Contract.

SECTION 14 SCHEDULE OF THE WORK

- 14.1** Before submitting the first application for payment, Contractor shall submit for review by the City a schedule of the work that shall show the dates on which Contractor plans to begin and to complete various parts of the Work.

SECTION 15 DELAYS AND EXTENSIONS OF TIME

- 15.1** If Contractor is delayed at any time in the commencement or progress of the work by any cause beyond the control of Contractor, Contractor shall be entitled to an equitable extension of the Contract Time. In addition, if Contractor incurs additional costs as a result of such delay, Contractor shall be entitled to an equitable adjustment in the Contract Price. Examples of causes beyond the control of Contractor include, but are not limited to, the following:

- 15.1.1** Acts or omissions of City or others retained by City;
- 15.1.2** Changes in the work or the sequencing of the work ordered by City, or arising from decisions of City that impact the time of performance of the Work;
- 15.1.3** Labor disputes not involving Contractor;
- 15.1.4** Fire;
- 15.1.5** Encountering Hazardous Materials;
- 15.1.6** Adverse weather conditions not reasonably anticipated;
- 15.1.7** Concealed or unknown conditions;
- 15.1.8** Work performed by other contractors separately let by the City which interferes with Contractor's work; and
- 15.1.8** Delay authorized by the City pending dispute resolution.

- 15.2** To the extent a delay in the progress of the work is caused by adverse weather conditions

not reasonably anticipated, fire, unusual transportation delays, general labor disputes impacting the Project but not specifically related to the Worksite, governmental agencies or unavoidable accidents or circumstances, Contractor shall only be entitled to its actual costs without fee and an extension of the Date of Substantial Completion and/or Final Completion.

- 15.3** In the event delays to the work are encountered for any reason, Contractor shall provide prompt written notice to the City of the cause of such delays after Contractor first recognizes the delay. The City and Contractor agree to undertake reasonable steps to mitigate the effect of such delays.
- 15.4 Notice of Delay Claims:** If Contractor requests an equitable extension of Contract Time and/or an equitable adjustment in Contract Price as a result of a delay, Contractor shall give the City written notice of the claim. If Contractor causes delay in the completion of the Work, the City shall be entitled to recover its additional costs.

SECTION 16 CHANGES

- 16.1** Contractor may request and/or the City may order changes in the work or the timing or sequencing of performance of the work that impacts the Contract Price or the Contract Time. All such changes in the work that affect Contract Time or Contract Price shall be formalized in a Change Order.
- 16.2** The City and Contractor shall negotiate in good faith an appropriate adjustment to the Contract Price and/or the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price and/or Contract Time shall not be unreasonably withheld, conditioned or delayed.

SECTION 17 COST OR CREDIT DETERMINATION

- 17.1** An increase or decrease in the Contract Price and/or the Contract Time resulting from a change in the work shall be determined by one or more of the following methods:
- 17.1.1** A mutually accepted, itemized lump sum;
 - 17.1.2** Costs calculated on a basis agreed upon by the City and Contractor plus a fee (either a lump sum or a fee based on a percentage of cost) to which they agree;
or
- 17.2 Performance of Changed Work:** Contractor shall not be obligated to perform Changed work until a Change Order has been executed by the City and Contractor.
- 17.3 Claims for Additional Cost or Time:** Except as provided in Sections 13 and 15 for any

claim for an increase in the Contract Price and/or the Contract Time, Contractor shall give the City written notice of the claim within fourteen (14) days after the occurrence giving rise to the claim or within fourteen (14) days after Contractor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Any change in the Contract Price and/or the Contract Time resulting from such claim shall be authorized by Change Order.

SECTION 18 PAYMENT

- 18.1 Schedule of Values:** Within twenty-one (21) days from the date of execution of this Contract, Contractor shall prepare and submit to the City a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a monetary price such that the total of all items shall equal the Contract Price.
- 18.2 Progress Payments:** Contractor shall submit to the City a monthly application for payment no later than the 25th day of the calendar month for the preceding month. Contractor's applications for payment shall be itemized and supported by Contractor's schedule of values and any other substantiating data as required by this Contract. Payment applications shall include payment requests on account of properly authorized Change Orders. The City shall pay the amount otherwise due on any payment application, less any amounts as set forth below, no later than twenty one (21) days after Contractor has submitted a complete and accurate payment application. The City may deduct, from any progress payment, such amounts as may be retained pursuant to Section 18.3.
- 18.3 Retainage:** From each progress payment made prior to Substantial Completion, the City may retain five percent (5%) of the amount otherwise due after deduction of any amounts as provided in Sections 16 and 18.4 of this Contract.
- 18.4 Adjustment of Contractor's Payment Application:** The City may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect the City from loss or damage based upon the following, to the extent that Contractor is responsible therefor under this Contract:
- 18.4.1** Contractor's repeated failure to perform the work as required by the Contract Plan Documents;
 - 18.4.2** Loss or damage for which the City may be liable arising out of or relating to this Contract and caused by Contractor to the City or to others retained by the City;
 - 18.4.3** Contractor's failure to properly pay Subcontractors for labor, materials or equipment furnished in connection with the work following receipt of such payment from the City;

- 18.4.4** Defective Work not corrected in a timely fashion;
- 18.4.5** Reasonable evidence of delay in performance of the work such that the work will not be completed within the Contract Time, and
- 18.4.6** Reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work.
- 18.5** The City shall give written notice to Contractor at the time of disapproving or nullifying an application for payment of the specific reasons therefor. When the above reasons for disapproving or nullifying an application for payment are removed, payment shall be made for the amounts previously withheld.
- 18.6 Payment Delay:** If, for any reason not the fault of Contractor, Contractor does not receive a progress payment from the City within seven (7) days after the time such payment is due, Contractor, upon giving seven (7) days' written notice to the City and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to Contractor has been received. The Contract Price and Contract Time shall be equitably adjusted by Change Order for reasonable cost and delay resulting from shutdown, delay and start-up.
- 18.7 Substantial Completion:** Substantial Completion is defined as receiving a temporary certificate of occupancy ("Certificate of Occupancy"). The City agrees that Contractor will not be responsible for any mold or mildew issues once Substantial Completion has been granted. When Substantial Completion of the work or a designated portion thereof is achieved, Contractor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and the respective responsibilities of the City and Contractor for punch list items and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Contractor to the City for written acceptance of responsibilities assigned in the Certificate. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract shall commence on the date of Substantial Completion of the work or a designated portion.
- 18.7.1** Upon acceptance by the City of the Certificate of Substantial Completion, the City shall pay to Contractor the remaining retainage held by the City for the work described in the Certificate of Substantial Completion less a sum equal to one hundred percent (100%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the City and Contractor as necessary to achieve final completion. Uncompleted items shall be completed by Contractor in a mutually agreed time frame. The City shall pay Contractor monthly the amount retained for unfinished items as each item is completed.
- 18.8 Final Completion:** When final completion has been achieved, Contractor shall prepare

for the City's acceptance a final application for payment stating that, to the best of Contractor's knowledge, and based on the City's inspections, the work has reached final completion in accordance with the Contract Plan Documents, the Contract and the Bid.

18.9 Final payment of the balance of the Contract Price shall be made to Contractor within fifteen (15) days after Contractor has submitted to the City a complete and accurate application for final payment and the following submissions:

18.9.1 An affidavit declaring any indebtedness connected with the Work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied or to be paid with the proceeds of final payment, so as not to encumber the City's property; and

18.9.2 As-built drawings, manuals, copies of warranties and all other close-out documents required by the Contract Plan Documents; and

18.9.3 Release of any liens, conditioned on final payment being received; and

18.9.4 Consent of any surety, if applicable; and

18.9.5 A report of any accidents or injuries experienced by Contractor or its subcontractors at the worksite.

18.10 Claims not reserved in writing with the making of final payment shall be waived, except for claims relating to liens or similar encumbrances, warranties, Defective Work and latent defects.

18.11 Late Payment: Payments due but unpaid shall bear interest from the date payment is due until the date the same is paid in full at one and a half percent (1.5%) per month.

SECTION 19 INDEMNITY

19.1 To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, the City's officers, directors, members, agents and employees harmless from all claims for bodily injury and property damage, other than to the work itself and other property insured pursuant to this Contract, that may arise from the performance of the work to the extent of the negligence attributed to such acts or omissions by Contractor, subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

19.1.1 Contractor shall not be required to defend, indemnify or hold harmless the City or others retained by the City for any acts, omissions or negligence of the same.

SECTION 20 DEFAULT BY CONTRACTOR

- 20.1 Notice of Default:** If the City is dissatisfied with the performance of Contractor under this Contract on account of failure to perform under the terms and conditions of this Contract. The City shall give Contractor written Notice of Default in which the City shall specify in detail the cause of default and proposed remedy as provided in Section 21 of this Contract.
- 20.1.1** Contractor shall then have seven (7) days to give the City a written response in writing to the Notice of Default stating its position; and
- 20.1.2** In the event there is a dispute between the Parties regarding the default and/or the remedy, the Parties shall have seven (7) days to mediate between their respective representatives an agreement to resolve the dispute. If there is an agreement, the same shall be placed in writing and executed by both representatives. If agreement cannot be reached, the City shall then elect its remedy with Contractor reserving its legal remedies depending upon the validity of the claim of default.
- 20.2** In the event of default by Contractor, the City shall have the right to direct the stoppage of work and/or has the right to correct and complete the work defaulted by Contractor.
- 20.2.1** In such case, a Change Order will be prepared by the City deducting from payment the cost to remedy. After completion of the work by the City, Contractor shall pay the difference, if any, to the City to repay the excess payment received by Contractor.
- 20.3 Completion Time and Liquidated Damages:** All work shall be completed by Contractor within **ninety (90)** calendar days of the issuance of the building permit by the City of McCall.
- 20.3.1 Liquidated Damages:** The amount of liquidated damages for failure of Contractor to complete the work on time will be the sum of One Hundred Fifty and No/100 Dollars [\$150.00] per day to the City, which it may offset against the Contract Price. Time is of the essence of this Contract.
- 20.3.2** Delays and events occurring which qualify for Contract Time extensions as set forth in Section 15 of this Contract apply the provisions of this Section 20.3.

SECTION 21 DEFAULT BY CITY

- 21.1 Notice of Default:** If Contractor determines that the City has failed to perform under the terms and conditions of this Contract, Contractor shall give the City written Notice of

Default in which Contractor shall specify in detail the cause of default and proposed remedy as provided in Section 15.4 of this Contract.

21.1.1 City shall then have seven (7) days to give Contractor a written response in writing to the Notice of Default stating its position; and

21.1.2 In the event there is a dispute between the Parties regarding the default and/or the remedy, the Parties shall have seven (7) days to mediate between their respective representatives an agreement to resolve the dispute. If there is an agreement, the same shall be placed in writing and executed by both representatives. If agreement cannot be reached, Contractor shall then elect its remedy.

21.2 In the event the default by the City involves the failure to obtain a permit and/or to do site preparation and/or to provide access to the construction site and/or any other default which prevents Contractor from the timely performance of its Contract responsibility, Contractor shall have the right to:

21.2.1 Stop work until the City cures the default and receive an extension of the time for its completion of the work until the City has cured its default and receive, in addition to the Contract Price and payable with the Contract Price, an amount equal to twelve percent (12%) per annum based upon the Contract Price for the period of time its timely performance of the Contract has been delayed by the default of the City; or

21.2.2 Contractor may elect to cease further work and to cancel the Contract and elect to obtain payment for all of its expenses of contract performance and any costs directly associated with discontinuance of the work, so long as the same is not greater than the Contract Price.

SECTION 22 CLAIMS AND DISPUTE RESOLUTION

22.1 Work Continuance and Payment: Unless otherwise agreed in writing, Contractor shall continue the work and maintain the Schedule of the work during any dispute resolution proceedings. If Contractor continues to perform, the City shall continue to make payments in accordance with this Contract.

22.2 Initial Dispute Resolution Processes: If a dispute arises out of or relates to this Contract or its breach, the Parties shall endeavor to settle the dispute first through direct discussions in the process of the notices provided for in Sections 20 and 21.

SECTION 23 WAIVERS

- 23.1** None of the requirements of this Contract shall be considered waived by either Party unless such waiver is made in writing by the persons executing this Contract or by other authorized agents or representatives of the Parties.

**SECTION 24
FORCE MAJEURE**

- 24.1** Neither the City nor Contractor shall be liable for any delays or damage or any failure to act caused by federal or state laws or the rules, regulations, or orders of any public body or official purporting to exercise authority or control respecting the operations covered by this Contract, including the procuring or use of tools and equipment, or caused by strikes, action of the elements, or other causes beyond the control of the Party affected by the same; any delay due to the above causes shall not be deemed to be a breach of or failure to perform any part of this Contract.

**SECTION 25
MISCELLANEOUS PROVISIONS**

- 25.1 Titles.** The titles in this Contract are for convenience only and shall not be used in any way to interpret the Contract.
- 25.2 Notices/Representative Designation:** Any notice required, or permitted to be delivered, hereunder shall be deemed received when personally delivered or when deposited in the United States mail, postage prepaid, registered or certified with return receipt requested, or sent by FAX or e-mail or by recognized courier delivery (i.e., Federal Express, Airborne, Burlington, etc.) addressed to the City or Contractor, as the case may be, at the addresses herein this section set forth. Any address for notice may be changed by written notice so given. Notices delivered personally will be effective upon delivery to an authorized representative of the Party at the designated address; notices sent by mail or courier in accordance with the above will be effective upon execution by the addressee of the Return Receipt Requested; notices sent by FAX or E-mail will be effective upon transmission. Notwithstanding anything to the contrary stated herein, actual notice, however received, shall always be effective.

- 25.2.1** City designated representative and address:

John Powell, McCall Building Official
McCall City Hall
216 East Park St.
McCall, Idaho 83638
208-634-8648

25.2.2 Contractor designated representative and address:

Joseph R Dalrymple
P.O. Box 214
Cascade, ID 83611
208-283-9165

- 25.3 Attorneys' Fees:** In the event of any controversy, claim or action being made, filed or instituted between the Parties to this Contract to enforce the terms and conditions of this Contract, or any of the other documents to be executed hereunder, or arising from the breach of any provision hereof, the prevailing Party will be entitled to receive from the other Party all costs, damages and expenses, including reasonable attorneys' fees, incurred by the prevailing Party, whether or not such controversy or claim is litigated or prosecuted to judgment, including fees on appeal. The prevailing Party will be that Party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money, or is granted concessions from the other Party in settlement of claims asserted by that Party.
- 25.4 Entire Contract.** This Contract and the Bid and the Contract Plan Documents to be executed by the City and Contractor hereunder embody the entire Contract between the Parties relative to the subject matter hereof, and there are no oral or parallel agreements existing between the City and Contractor relative to the subject matter hereof which are not expressly set forth herein or in the documents to be executed hereunder and covered hereby, and in the case of any conflicts between any such documents, this Contract shall control. This Contract may be modified only by a written instrument signed by the Parties.
- 25.5 Binding Effect.** This Contract shall inure to the benefit of and bind the Parties hereto and their respective heirs, representatives, successors and assigns.
- 26.6 Governing Law.** This Contract shall be governed by the laws of the State of Idaho and is to be performed in the State of Idaho.

**SECTION 26
OTHER CONTRACTED WORK**

- 26.1** In the event the City awards, during the performance of this Contract and before acceptance of the work, a separate contract for the construction within the Project of any other improvements which are not included in the Bid, it shall provide advance written notice to Contractor of the terms and conditions of the proposed separate construction contract, which is to be in accordance with the provisions of this Contract relative to Risk of Loss and Insurance. Any such separate contract shall be subject to approval by Contractor for compliance with this Contract. Contractor may deny access to the Worksite of the Project of any other contractor unless permission has been given by Contractor under the provisions of this Section.

**SECTION 27
ASSIGNMENTS**

27.1 Contractor agrees not to assign this Contract, except for work normally performed by subcontractors, without the prior written consent of the City.

**SECTION 28
COUNTERPARTS**

28.1 This Contract shall be executed by the Parties in two (2) counterparts, and each such counterpart shall be deemed an “original.”

IN WITNESS WHEREOF, the Parties have executed the within Instrument on the day and year herein after written.

CITY:

CONTRACTOR:

By: _____
Mayor

By: _____

Attest: _____
City Clerk

EXHIBITS

- A Bid Submission by Contractor dated January 24, 2019
- B Bid Procedures and Specifications for Project
- C Depiction

EXHIBIT A

DRAFT

BID PROPOSAL

City Hall Office Remodel

**City of McCall, Idaho
216 E Park Street
McCall, ID 83638**

The undersigned, having familiarized himself with the Contract Documents, site location, existing building, and conditions of the Work as prepared by John Powell, City of McCall, 216 E Park St, McCall, Idaho, by submission of this Bid Proposal, hereby agrees to complete the Work for the total sum as follows:

BASE BID:

One Hundred Seventy Eight Thousand Five
Hundred and NO 100 DOLLARS
\$ 178,500 -

Bid Alternates:

ALT #1: ADA Restroom. \$ 5200
ALT #2: Hall 131 Ceiling. \$ 3800
ALT #3: Painting additional spaces. \$ 2500 -

Bonds:

Acknowledge Performance and Payment Bonds will be secured prior to execution of contract: _____

This bidder acknowledges receipt of the following addenda:

ADDENDUM #: _____ Dated: _____
ADDENDUM #: _____ Dated: _____

Company Name: Dalrymple Const Services

Idaho Public Works #: 020364

Signature: Joseph R Dalrymple

Print Name: Joseph R Dalrymple

Title: Managing Partner

Business Address: P.O. Box 214 Cascade Id.
83611

Substitutions: List any substitutions to the specifications on the back of this sheet.

Itemized Bid, Schedule: Attach to this form.

EXHIBIT B

DRAFT



City of McCall

COMMUNITY DEVELOPMENT

www.mccall.id.us

216 East Park Street
McCall, Idaho 83638

Phone 208-634-7052

Main 208-634-7142

Fax 208-634-3038

Request for Proposals and Invitation to Bid **City Hall Office Remodel**

December 20, 2018

It is the intent of the City of McCall, Idaho (“the City”) to engage the services of a qualified firm to provide work and related materials for the **City Hall Office Remodel** of the City of McCall as outlined in the Project Overview and the Construction Documents.

Project Overview

The planned project is generally to remodel City Hall by way of a new front desk, new break room, and various office remodels. This will include new doors, moving doors, patching, painting, flooring, ceiling, lighting, HVAC as shown on the plans and specs, and as required to complete the work.

Detailed specifications are included in the Construction Documents, as well as additional detailed Project Description.

Phasing

This project is not planned to be phased, though Contractor shall work with Owner to allow regular business to continue during construction. For instance, while the front desk area is under construction occupants may need to work in the back half of the building.

Semi-Formal Bidding Process

This procurement is expected to fall within or below the scope and definition of Idaho Code § 67-2806(1).

Public Works Contractor Requirement Notice

Public Works Contractor Licensure shall be required under Idaho Code § 54-1903(i), for construction, alteration, improvement, or repair of \$50,000 and above.

Payment and Performance Bonds

Contractor shall provide performance and payment bonds, included in the bid, as follows:

Performance bond of 100 percent of the contract amount, conditioned upon the faithful performance of the contract in accordance with plans, specifications and conditions, solely for the protection of the city.

Payment bond of 100 percent of the contract amount, solely for the protection of persons supplying labor, materials or renting, leasing or otherwise supplying equipment to the contractor or subcontractors.

Schedule

The necessary work shall be completed not later than **April 30, 2019**. Scheduling should take the weather into consideration, especially with respect to opening up wall cavities and spraying insulation in proper moisture conditions.

Pre-Bid Meeting and Inspection

A pre-bid meeting shall be conducted individually to view the site, explain any unusual aspects of the project, and address any potential bidder questions. Please contact John Powell to schedule an on-site pre-bid meeting.

Substitutions

In the interest of fairness and sound business practice, it is mandatory that you state any substitutions to the specified products or methods in the Construction Documents. List substitutions on the Bid Form.

Bid Alternate

Include pricing for the Bid Alternate listed below.

Alternate #1: ADA Restroom.

Alternate #2: Hall 131 Ceiling.

Alternate #3: Painting additional spaces.

Bid Form

Provide a bid form with contract price, bonds, prices for Alternates, and preliminary schedule.

Bids shall be itemized as much as possible for comparison.

Submission

Bids must be received no later than **Jan. 18, 2019** at or before 3:00 pm from interested firms, to be eligible for consideration by the City. Each bid shall be clearly marked, "City Hall Office Remodel Bid".

Bids and all correspondence relating to this Request for Proposals and Invitation to Bid shall be submitted to:

Building Official - City Hall Office Remodel
City of McCall
216 E Park Street
McCall, ID 83638

Qualified Firms requiring additional information or clarification relative to the contents of the bid should direct all inquiries to John Powell, Building Official, at (208) 634-8648 or jpowell@mccall.id.us .

The City of McCall reserves the right to reject any or all bids/proposals or any part thereof, to waive any informality or information in the bids/proposals, and to accept the bid/proposal considered to be in the best interest of the City. The City also reserves the right to conduct reasonable negotiations with low bidders and sole bidders. Failure to submit all information may result in a bid/proposal being deemed non-responsive and subject to disqualification.

CITY HALL OFFICE REMODEL

Dec. 20, 2018

PROJECT DESCRIPTION

GENERAL NOTES:

1. All dimensions are approximate. Field verify all dimensions and scope prior to submitting bid.
2. Where patching and painting occur, re-texture to match and paint entire wall, or as required to match color.
3. Verify all colors and textures w/ Building Official prior to installation.

SPECS:

Flooring – Carpet Tile - Aladdin Commercial 24"x24" – Verify style & color

Luxury Vinyl Planking (LVP) wood-look - Moduleo "Country Oak 24918" – Verify style & color.

Floor Tile - Porcelain Tile – 12"x24" – Wood look, or stone look – Verify style & color

Base – Rubber Base - Spec: Roppe "129 Dolphin"

Utilize rolled product where wall sections are longer than 48". Scribe interior corners.

Paint – Walls – Color: Sherwin Williams "SW 7556 – Crème"

Door Frames – Color: Sherwin Williams "SW 7502 – Dry Dock"

Stain – Exterior: Cabot Semi-solid "Cape Cod Gray"

Interior: Minwax Wood Finish "Weathered Oak"

Window Trim – Exterior: R.S. Cedar (stain) to match

Interior: ¾" hemlock (stain)

Casework – See spec. Re-use existing cabinets where feasible and noted. Provide wood-faced cabinets & new laminate-faced counter tops where applicable.

Laminate: Wilsonart

Wood: Hemlock or Alder

Doors – New 1 ¾" solid core wood typical w/ ½ lite ¼" tempered glass. Manufacturer's standard hardwood finish – verify with Owner.

Door Hardware – New lever door hardware typical throughout. Spec: Grade 1, Heavy duty, lockset – USCAN 1000 series or equal. To match existing.

Windows – Provide triple-pane vinyl windows. Amsco "Artisan Series", Color to match.

Screens: Manufacturer standard

Blinds – Spec: Graber Roller Solar-shade or equal. 3% openness fabric, aluminum head rails, lifetime warranty.

Ceiling – Where suspended ceiling is noted, Spec: USG Fissured Basic Acoustical Panels, SQ edge w/ USG Donn 15/16” suspension system.

-Where direct glue ceiling is noted: Spec: USG Eclipse Acoustical Panels, SQ edge

NOTE: Ceiling heights to match throughout (front and rear.) Intent is for an 8'-0” ceiling unless noted otherwise.

Lighting – Eaton “Metalux” LED 22CZ 2x2 or CZ24 2x4 as shown on plan. To match existing.

Electrical – All new light switches to be occupancy sensor.

Data – Per spec. Verify w/ I.S. Manager

Walls – New 5/8” sheetrock & 1 ½” furring – tape, texture, paint. Furring channels 1 ½” depth 18 ga. or 2x wood furring. Where furring is present, allow data and electrical to run cables prior to furring install. Coordinate w/ sub-contractors.

Restroom Fixtures and Accessories Specs - Install according to ADA Standards. Verify w/ Building Official.

Toilet – American Standard “Madera” 1.6 gpf ADA EverClean Toilet w/ Manual Flush Valve

Grab Bars – Bobrick 1 ¼” Diam. Straight Grab Bar, Peened. 42”, 36”, & 18” per toilet.

Mirror – Bobrick B-165 1836 Channel-frame mirror

Furniture – All furniture by Owner

BID ALTERNATES:

1. Bid Alternate #1 – RESTROOM 129 - ADA Unisex Restroom: Remodel restrooms into one (1) ADA restroom.
 - a. Use existing door & relocated hardware
 - b. New toilet, grab bars, mirror, relocate accessories
 - c. Refinish walls & paint
 - d. Flooring – New tile and 4” tile base
 - e. Core drill prestressed slab, metal detect to avoid pretensioned strands
 - f. Electrical – New light fixture
 - g. HVAC – relocate HVAC and exhaust grille as req'd. Cap unused ductwork.
 - h. Casework – Relocate locker cabinet from Room 123 and refurbish.
2. Bid Alternate #2 – HALL 131 – New ceiling grid, panels, & lights. Ceiling to be continuous with front lobby ceiling. No dropped soffit to separate them. Demo door frame in front of Room 114.
3. Bid Alternate #3 – Painting – Re-paint Halls 124, 133, 134 – Paint walls & trim. Rooms 122, 123 – Re-paint trim.

ROOM / NAME - SCOPE OF WORK

- 101 LOBBY
 - Demo – Front desk & associated walls, ductwork, ceiling, per plan
 - Casework – New front desk w/ integrated false post for data/elec. Re-use base cabs from 126, finish faces w/ new wood species. Re-use cash drawer.
 - Flooring – New LVP & base
 - Ceiling – New suspended ceiling @ 8'-0"
 - Lights – New lights per spec
 - HVAC – Relocate existing registers to new ceiling layout & height
 - Walls – Refinish and paint to match where demo/remodeling occurs
 - Data – New drop
- 102 L.O.T. ADMIN
 - Flooring – LVP & base
 - Casework - New desk & casework
 - Walls – Refinish top of north wall to close gap and match
 - Ceiling – New soffit as shown on plan @ 7'-10"
 - Electrical – New light
 - Relocate light switch per plan, switch with front desk circuit & 103
 - Data – New drop
 - HVAC – Relocate existing register
- 103 OFFICE (PERMIT TECH)
 - Flooring – LVP & base
 - Casework - New desk & casework
 - HVAC – New ceiling register from existing duct
 - Electrical – New light, new switch location, switched w/ front desk & 102
 - New outlets as coordinated with I.S.
 - Data – New data outlets
 - Demo and infill interior window
- 104 OFFICE (DEPUTY CLERK)
 - Paint ductwork to match walls
 - New casework – work counter @ 42"
 - Door – new w/ half-lite
 - Data – New drop
- 105 OFFICE (CITY MANAGER)
 - No Work
- 106 OFFICE (COMMUNICATIONS)
 - No Work
- 107 OFFICE (PERMITTING)
 - No Work
- 108 OFFICE (CEDD DIRECTOR)
 - No Work
- 109 WOMEN
 - Flooring – New tile flooring and tile base
- 110 MEN
 - Flooring – New tile flooring and tile base
- 111 OFFICE (G.I.S. ANALYST)

- No Work
- 112 COPY
 - Paint ductwork to match walls
 -
- 113 OFFICE (CLERK)
 - Paint ductwork to match walls
 - Casework – New base cabinet, re-use uppers from 127.
 - Door – New w/ half-lite. Patch floor w/ existing carpet.
 - Data – New drop
- 114 OFFICE (INFO. SYS.)
 - Flooring – New carpet & base
 - Ceiling – Replace broken ceiling tiles, typical of (4).
- 115 JANITOR
 - No Work
- 116 OFFICE (GRANTS)
 - No Work
- 117 BREAK ROOM
 - Demo existing gyp ceiling and grid. Replace existing HVAC register.
 - Demo surface-mount electrical & replace with in-wall
 - HVAC – Provide new register in new ceiling grid
 - HVAC – Modify HRV ducts to fit above new 8' ceiling grid.
 - HVAC – Modify & relocate return air grille to room 124
 - Walls – New furring and sheetrock on south wall, see plan.
 - Walls – Re-paint walls and trim
 - Walls – New acoustic insulation in new wall cavities
 - Walls – Blow in New acoustic insulation in existing wall between 117 & 116
 - Electrical – New outlets for microwave, toaster oven, dishwasher, refrigerator, coffee-maker, and over-counter, and as code and plans require.
 - Provide new circuit for (2) circuits min. in kitchen area
 - Provide power to TV location
 - Hardwire HRV to power
 - Electrical – New recessed light fixtures
 - New 3-way light switches
 - Plumbing – Provide water line for coffee-maker
 - Provide DWV for relocated sink and dishwasher
 - Door – new 36" door w/ ½ lite, and closer (re-use from 129)
 - New Pantry – Relocate shelves from Room 127.
 - Install relocated door & frame, re-use door from other location, new passage latch hardware
 - New gyp. bd. ceiling on 2x4 framing
 - Data – Cable and Data to TV location
 - Ceiling – Provide new grid & acoustic ceiling tiles – 8' height
 - Casework – Provide cabinet around HRV w/ removable panels
 - Provide cabinets as spec'ed and as shown on drawings. New countertop.
 - Re-use and repurpose existing casework as needed. See spec.
- 118 OFFICE (G.I.S. TECH.)
 - Casework - Existing built-in casework to remain

- HVAC – New supply grille & duct from existing system
 - Electrical – Relocate existing lights
- 119 OFFICE (INFO. SYS.)
 - Existing furniture to be relocated to Room 126 HR
 - HVAC – New supply grille & duct from existing system
 - Electrical – Relocate existing lights, rotate 90°
- 120 OFFICE (DEP. TREASURER)
 - Flooring – Carpet & rubber base
 - Walls – new sheetrock & furring
 - Ceiling – Provide new grid & acoustic ceiling tiles – 7'-6" height
 - Door – new door leaf w/ half-lite, re-use frame, new door hardware
 - Window 'C' – New vinyl triple-pane window to match – 2'-0" x 4'-0" Match existing width. Saw-cut and finish opening.
 - Blinds: Per spec
 - HVAC – New supply grille & duct from existing system
 - Electrical – New Lights
 - New switch
 - New recessed electrical & data per Owner spec
 - Window 'C' – New 2'-0" x 4'-0" triple-pane vinyl window to match existing width and style. Saw-cut opening to allow lower sill height. Trim & finish interior and exterior to match as req'd.
- 121 OFFICE/WORKROOM
 - HVAC – New supply grille & duct from existing system
 - Electrical – Relocate existing lights
- 122 SMALL CONF.
 - Door – New ½-Lite door leaf, New privacy lockset
 - Demo window, frame-in, and patch to match
 - Electrical – Remove light switches to other rooms & relocate. Specifically Rooms 120 & 134
 - Provide occupancy sensor switch
 - Data – New data drop
- 123 COPIES
 - Casework – Trim existing counter, provide new laminate surface & face
 - Relocate locker cabinet to Room 129 and refurbish.
- 124 HALL
 - Electrical – Re-locate switch at new window
 - Re-switch (3) lights to be on the same circuit
 - Demo exit sign. Cap.
 - Walls – Patch hole & finish to match
 - HVAC – Relocated return air duct from Room 117. Route ducting through truss space as required. New grille.
- 125 OFFICE (HR COORD. & UTILITY BILLING)
 - Walls – Patch and paint bare spot on wall
 - Casework – Raise existing desk & base cabs up to standing height – 42".
 - Retrofit drawers w/ locks
 - Electrical – New occupancy sensor
- 126 OFFICE (HR MANAGER)

- Remove existing built-in desks, refinish walls as needed to match.
 - Cabinet bases to be re-located
- Ceiling – New 5/8” gyp bd ceiling - tape, texture, paint.
- Electrical – Re-mount existing surface-mount lights
 - Re-route power above the ceiling
 - Remove speaker and associated wiring
- Walls – Remove wood siding from corners, finish w/ gyp bd – tape, texture, paint.
 - Demo old storefront door in wall. New wall and 36” solid core door relocated door & frame from Hall 133, new hardware lever w/ key lock.
 - Paint all walls
- Furniture from Room 119 to be relocated to 126.
- Flooring – Feather concrete to door threshold as req’d.
 - Carpet – New carpet tile
 - Base – New base
- HVAC – Relocate supply register from Hall 124, re-use existing grille (paint)
- 127 OFFICE (TREASURER)
 - Remove existing built-in casework – to be saved for Parks & Rec Dept
 - Patch and finish walls to match after
 - Relocate (1) upper to Room 113.
 - Remove and re-use shelves, relocate to new Pantry in Room 117.
 - Walls – Re-paint walls & trim
 - Flooring – New carpet and base
 - Electrical – Add occupancy sensor w/ dimmer
- 128 STORAGE
 -
- 129 RESTROOM (ADA/UNISEX)
 - Base Bid –
 - Flooring – New tile and 4” tile base
 - New fixtures:
 - Toilet, grab bars, mirror
 - Bid Alternate #1 – ADA Unisex Restroom: Remodel restrooms into one (1) ADA restroom. See above. Casework – Relocate locker cabinet from Room 123 and refurbish.
- 130 RESTROOM (EXISTING)
 - Flooring – New tile and 4” tile base
 - New fixtures:
 - Toilet, grab bars, mirror
 -
- 131 HALL
 - Electrical – New EXIT sign w/ emergency lighting
 - Bid Alternate #2 – New ceiling grid, panels, & lights to match. Ceiling to be continuous with front lobby ceiling. No dropped soffit to separate them. Demo door frame in front of Room 114.
- 132 STAIR
 - Window ‘A’ – New vinyl triple-pane window to match existing. 4’x5’ slider.
 - New Header – (3) 1-3/4” x 9 1/4” 2.0E Microlam LVL w/ (2) trimmers
 - Trim to match existing exterior windows

- Window 'B' - New re-lite window, tempered glass – 4'x5' - Site built or manufactured.
 - Wood trim.
- 133 HALL
 - Demo door & frame – Relocate to Room 126. New lever hardware w/ lock.
 - Ceiling – New grid & tiles
 - Relocate existing lights
 - HVAC – Relocate existing supply ducts to adjacent offices. Utilize existing openings in ceilings. Provide new grilles.
 - Flooring – New LVP and base. Jogged transition to Hall 131 flooring. Confirm with designer prior to install. Confirm style and color prior to install.
 - Electrical – (2) New EXIT signs w/ emergency lighting
 - (2) New light fixtures
 - All hall lights to be on same circuit.
- 134 HALL
 - Ceiling – New suspended ceiling @ 7'-6"
 - New direct-mount acoustic tiles at east end of hall.
 - Plumbing – Seal & Cap existing floor drains
 - Electrical – Relocate light switch from Room 122. Provide new motion sensor light switch.
 - Re-mount existing light fixtures if feasible.
 - HVAC – Relocate supply ducts to adjacent offices
 - Paint exterior door & trim.

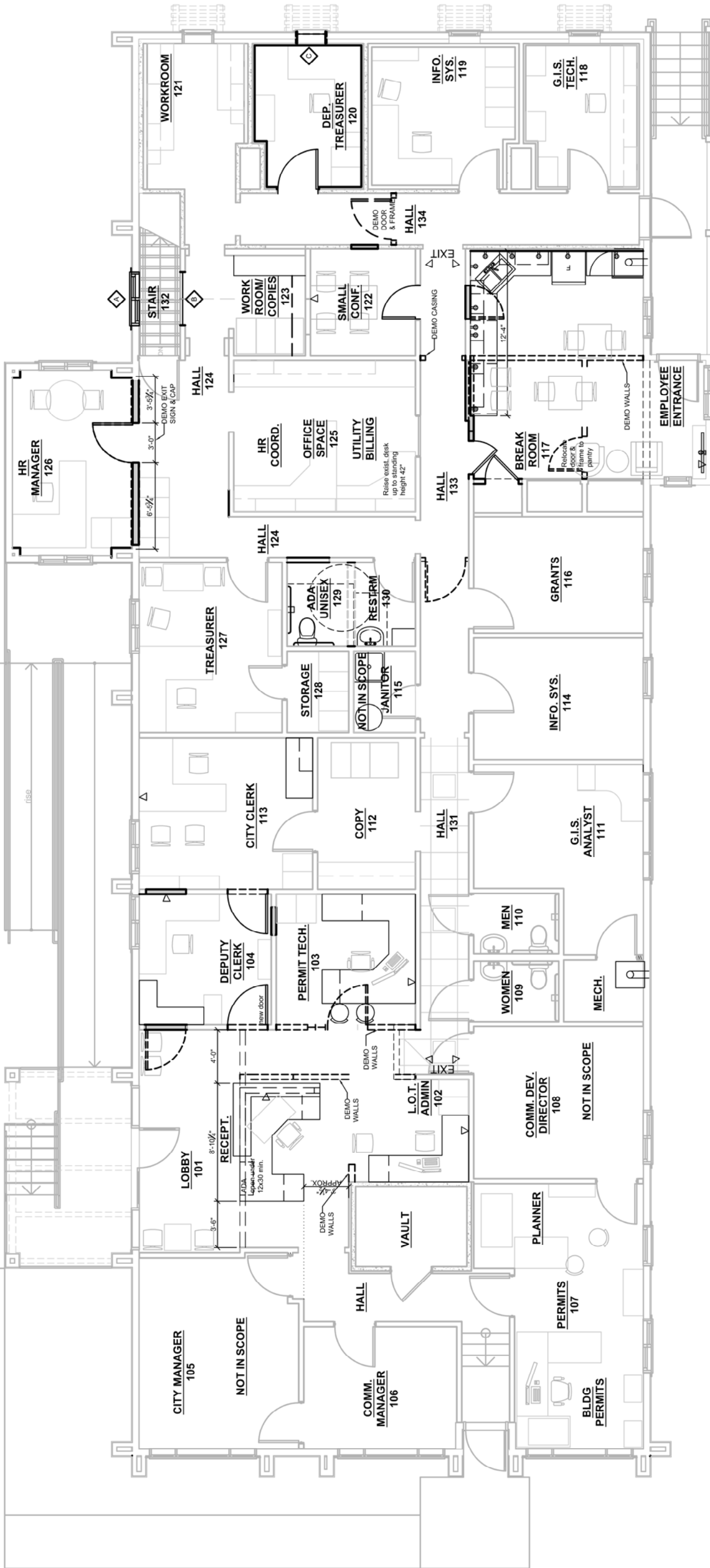
Low Voltage Spec & Work List
Dec. 13, 2018

<u>Room</u>	<u>Location #</u>	<u>Location</u>	<u>Location Notes</u>
Reception	Location #1	S/E Corner - Under Reception Desk	- Install 2 new Cat6 cables to IDF in IT room 114
			- Cables will route down post and through new front desk
LOT Admin	Location #1	N Wall	- Install 2 new Cat6 cables to IDF in IT room 114
			- Raceway need for concrete wall
Deputy Clerk	Location #1	S Wall E Corner	- Install 2 new Cat6 cables to IDF in IT room 114
			- Raceway needed to get cable to location
Permit Tech	Location #1	W Wall N Corner	- Install 2 new Cat6 cables to IDF in IT room 114
			- Cables to drop from new ceiling through wall to outlet
			- Cables will route to IT room 114 panel
City Clerk	Location #1	E Wall	- Install 2 new Cat6 cables to IDF in IT room 114
			- Raceway needed to get cable to location
Treasurer	Location #1	E Wall N Corner	- Relabel to proper labeling scheme
	Location #2	E Wall S Corner	- Relabel to proper labeling scheme
HR Manager	Location #1	N Wall	- Relabel to proper labeling scheme
	Location #2	S Wall	- Relabel to proper labeling scheme
HR Coordinator	Location #1	N Wall	- Relabel to proper labeling scheme
	Location #2	S Wall	- Relabel to proper labeling scheme
Utility Billing	Location #1	N Wall	- Relabel to proper labeling scheme
	Location #2	S Wall	- Relabel to proper labeling scheme
Work Room/Copies	Location #1	W Wall	- Relabel to proper labeling scheme
Small Conference	Location #1	E Wall	- Install 2 new Cat6 cables to MDF in basement
			- Possible coring needed
			- Follow same path as Copy room cables routing through the basement

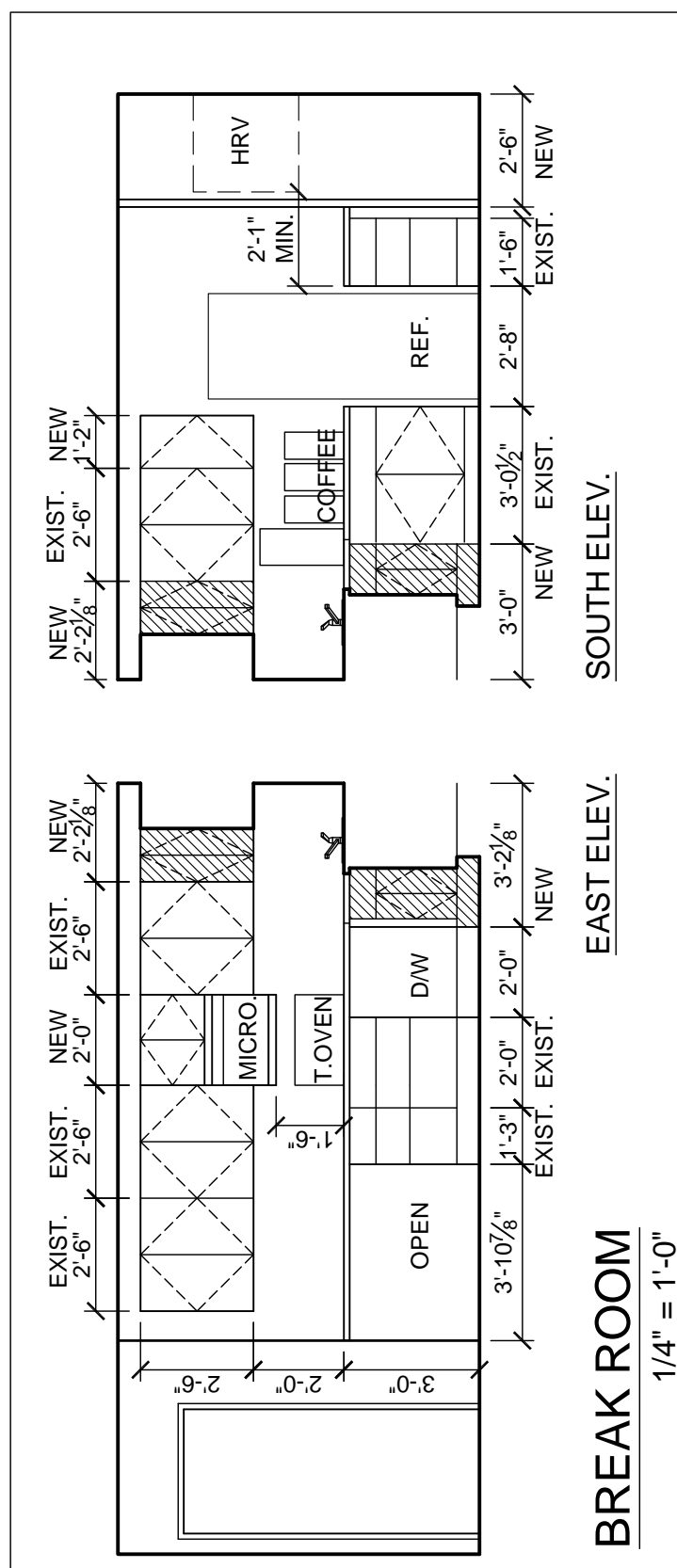
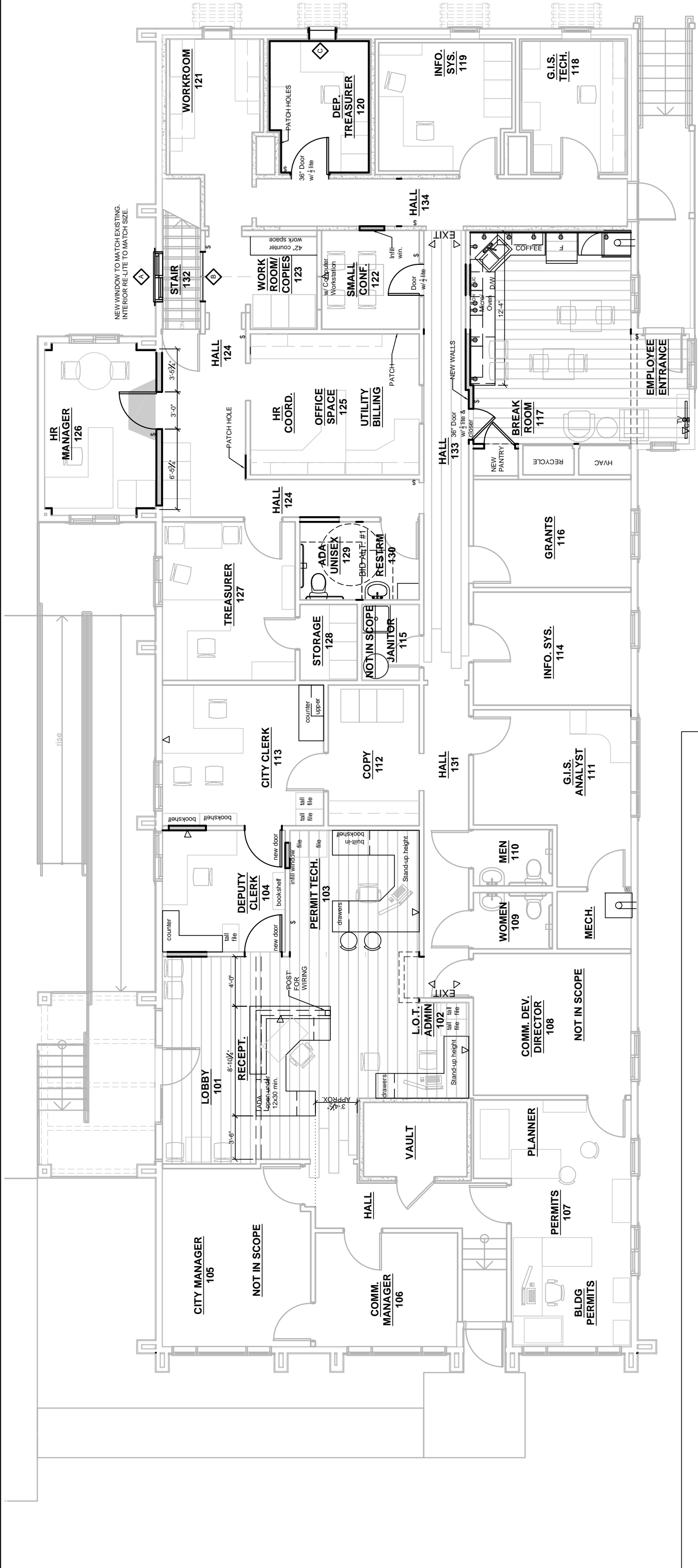
Work Room	Location #1	E Wall	- Relabel to proper labeling scheme
	Location #2	W Wall	- Relabel to proper labeling scheme
Dep. Treasurer	Location #1	W Wall S Corner	- Install 2 new Cat6 cables to MDF in basement
			- Possible coring needed
Info System	Location #1	N Wall	- Install 2 new Cat6 cables to MDF in basement
	Location #2	S Wall	- Relabel to proper labeling scheme
			- Possible coring needed
GIS Tech	Location #1	S Wall W Corner	- Relabel to proper labeling scheme
Employee Entrance	Location #1	W Wall	- TV & mount provided by customer
			- Install 1 - Cat6 cable to IDF in Break Room closet
			- Install 1 - 30' HDMI cable to IDF in Break Room closet
			- Install 1 - RG6 Coax cable from basement Cable feed
DEMO Old Cables			- Demo any cables that are no longer in use, remove from panels and cross connects

EXHIBIT C

DRAFT

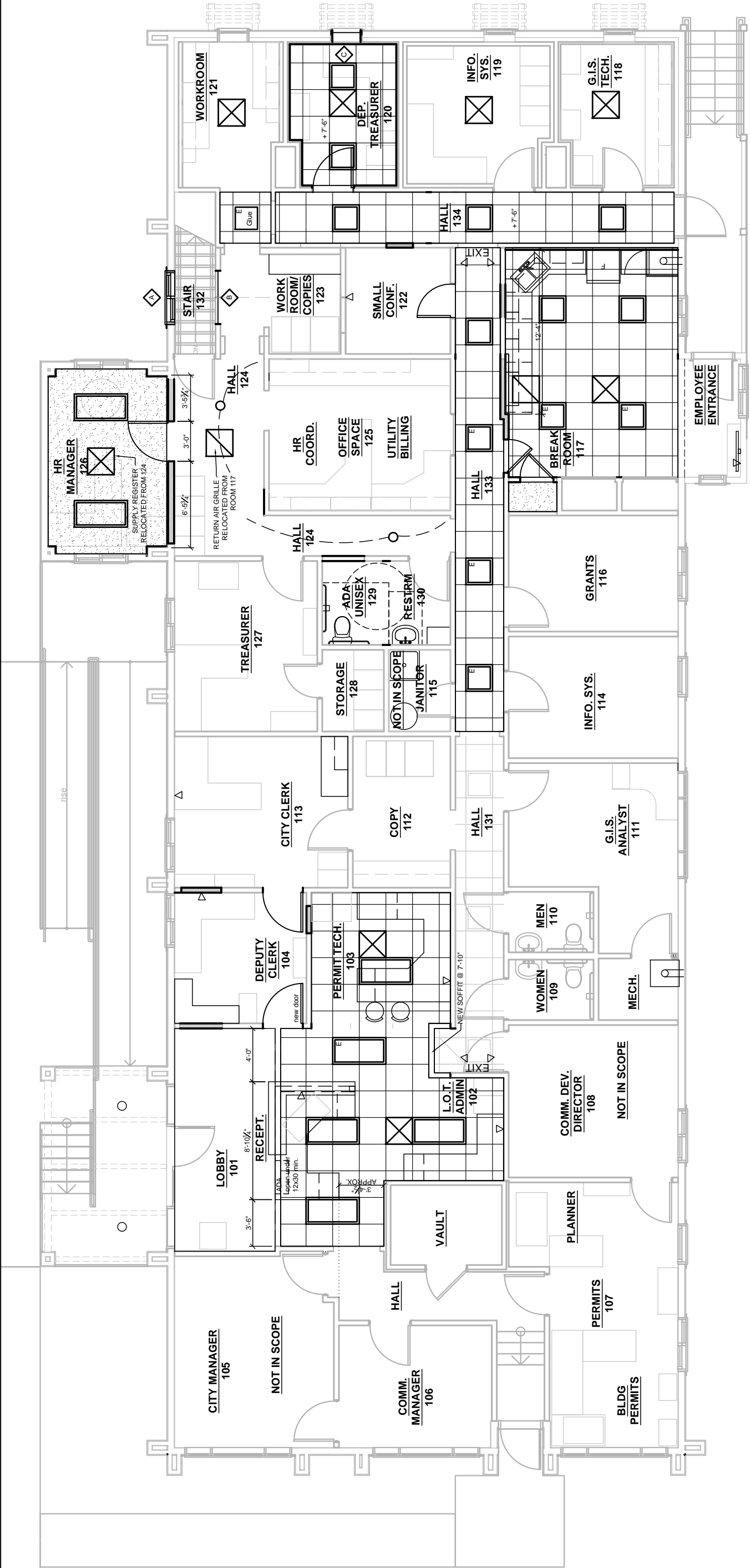


CITY HALL OFFICE SPACE
DEMO PLAN
 1/8" = 1'-0"
 2018-12-20
SHEET A1



CITY HALL OFFICE SPACE
FLOOR PLAN
 1/8" = 1'-0"
 2018-12-20
SHEET A3

BREAK ROOM
 1/4" = 1'-0"



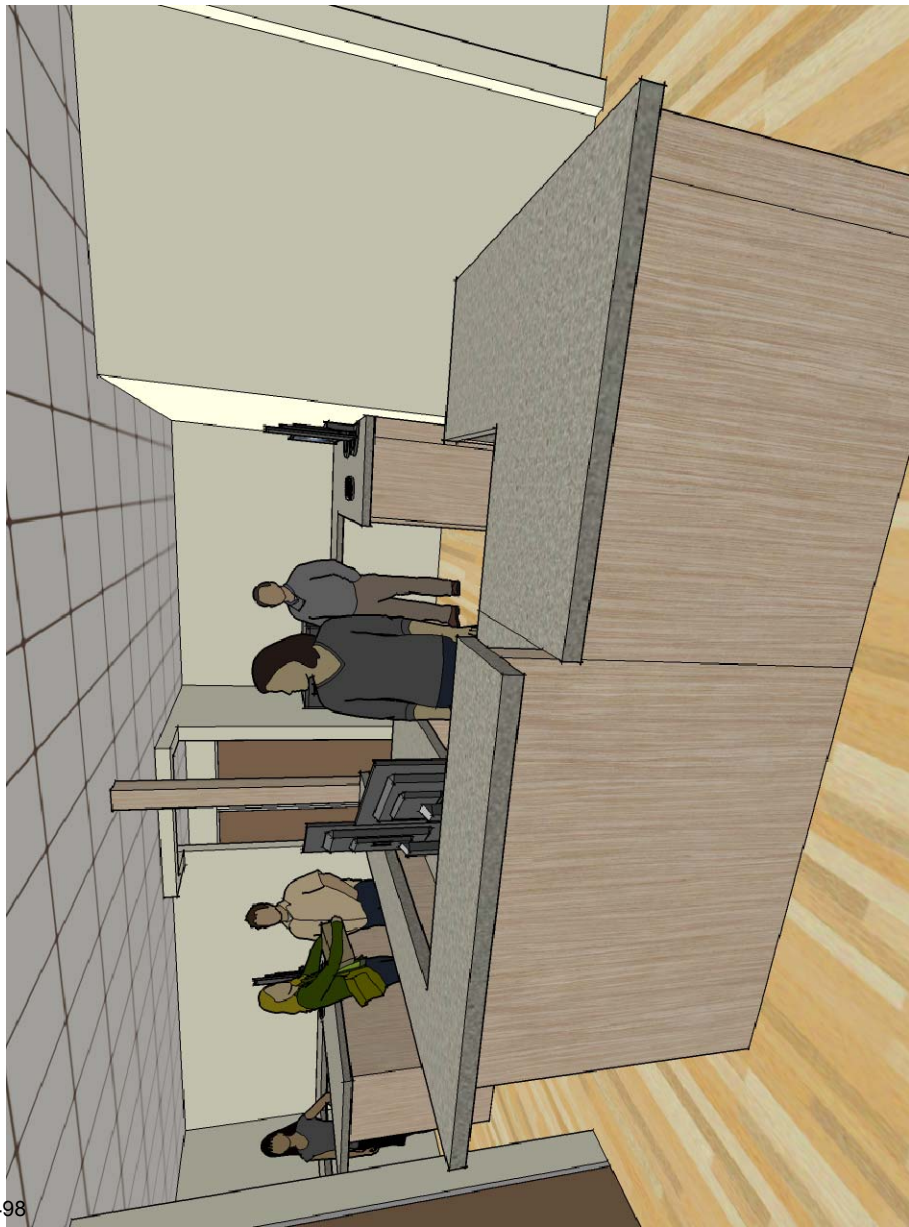
CITY HALL OFFICE SPACE
CEILING PLAN
 1/8" = 1'-0"
 2018-12-20
SHEET A4



PERMIT TECH CONCEPT



L.O.T. ADMIN CONCEPT



FRONT DESK CONCEPT



FRONT DESK CONCEPT

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 19-032
Meeting Date February 14, 2019

AGENDA ITEM INFORMATION				
SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>Request to Approve the Civic Campus Master Plan Letter for Services with Humphries Poli</i>		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development	MG	Originator
		Police Department		
		Public Works		
		Golf Course		
COST IMPACT:	\$24,000	Parks and Recreation		
FUNDING SOURCE:	Capital Improvement Funds	Airport		
		Library		
TIMELINE:	ASAP	Information Systems		
		Grant Coordinator		
SUMMARY STATEMENT:				
<p>As the City is faced with the need for master planning, a mixed-use campus with centralizing operations, library and community/recreation space expansions, Transit Center Development, site and parking lots improvements, the City Council directed staff to contract with a design professional to layout and program the City campus as a Master Plan. A Master Planned Campus will look at the near-term phasing and a longer-term layout of the campus with all the programmed uses including an alternative option of locating administrative offices in another location.</p> <p>Attached is a Letter for Services with Humphries Poli, an architectural firm, that is familiar with the site, community and is working with the library on their project. This scope of work and letter has been reviewed by City staff and the City Attorney.</p>				
RECOMMENDED ACTION:				
Approve the Letter for Services with Humphries Poli and authorize the Mayor to sign all necessary documents.				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			



28 January 2019

Ms. Michelle Groenevelt, AICP
Community and Economic Development Director
City of McCall
216 East Park Street
McCall, Idaho 83638

RE: Letter of Agreement for Professional Services
City of McCall Civic Center Master Plan

Dear Ms. Groenevelt:

On behalf of the entire team at Humphries Poli Architects (Architect) we wish to thank you for the opportunity to assist the City of McCall ID (Client) to facilitate a process to provide professional services for a Master Plan of the McCall Civic Campus. To that end, Humphries Poli Architects is pleased to submit this Letter of Agreement to provide services associated with the above referenced project. The purpose of this letter is to define the scope of services and confirm the compensation associated with the work.

Scope of Services- The City of McCall, Idaho owns an approximate 2-acre site considered as the McCall's Civic Center located south of Park Street and north of the former railroad right of way, west of 1st Street and east of North 3rd Street. The site currently consists of an existing two story City Hall; an existing one story Library of approximately 4,500 sf; an existing two story former Fire Station commonly referred to as the Annex used as administrative offices for the Finance, Human Resources and the Parks Department; an existing one story building planned to be used as the Treasure Valley Transit Center; and a one story building used as a Senior Center.

The City is retaining Architect to assist in the creation of a Master Plan for a Civic Campus. The goal of the Master Plan is to create a vision for the Civic Campus simultaneous with the development of Conceptual and Schematic Design phases for a new McCall Public Library facility proposed to be constructed on the Civic Campus. Humphries Poli Architects has been selected by the Library to provide these design services.

We understand a desired outcome of the Master Plan is to create ideas and programs for potential uses, functions, and buildings resulting in a mixed-use Civic Campus to include, but not limited to City Administration, Library, Transportation Center, Community & Recreation Center, Parks & Recreation storefront, and potentially a residential component. It is envisioned these uses could be combined into multiple buildings with the potential for shared uses. Other issues to be addressed in the Master Plan are parking and auto and pedestrian circulation; connection to City pathway/Railroad Right of Way and potential to connect to 2nd Street, landscaping layout, program alternatives, and a preliminary cost analysis. We will also conduct a financial analysis for an alternative option is to move the City Hall and related functions off the Civic Campus.

In order to guide and provide insight into the Master Plan process, we propose establishing a 'Civic Campus Master Plan Steering Committee'. We recommend a Steering Committee with representation to include: representatives of the City Council; City staff; representatives of the Library; Representative from TVT; a Representative of the Urban Renewal District; and Representatives from the business community and other stakeholders. The Steering Committee would meet on a regular basis as noted below through the completion of the Master Plan



process. Our proposal considers the City will offer the resources of various in-house resources and skills to assist in the process.

We will use the following documents as the basis of the design:

- McCall City Needs Assessment and Conceptual Facilities Plan Options- September 2005
- McCall Downtown Master Plan- Adopted 19 December 2013
- 2018 McCall Area Comprehensive Plan
- Site Survey provided by City of McCall
- Past Campus Facility Planning PowerPoint Presentations and related works
- Conceptual Design Study for an Expanded McCall Public Library- 7 December 2016

The Scope of Services of this Letter of Proposal will consist of four phases of work with the following summary of activities within each phase:

Phase 1: Move In/Understand- A start-up meeting will be conducted with the Steering Committee to establish project goals, schedule, and confirm deliverables. We will solicit thoughts and observations from the Steering Committee and City's staff to gain a better understanding of the conditions and potential deficiencies of the various site issues. We will analyze existing drawings and conduct an in-depth site observation in order to establish a foundation for the process. We will review information provided by the City on the programmatic needs of the respective uses on the site, parking requirements and other relevant information critical to understanding the need for an enhanced Civic Campus. We will tour each building on the existing Civic Center site and document our initial thoughts and issues.

Phase 2: Create- A meeting with the Steering Committee will be conducted to summarize the findings from the previous phase. We will provide a draft of a conceptual program of functional needs outlining recommended sizes of programs/functions to facilitate projected growth of the Civic Campus. Conceptual site plans and building floor plans will be presented addressing issues impacting traffic and pedestrian flow on the site. This process will result in the creation of two to three options on how to address the City's and community's needs. Architect will facilitate an "Open House" to allow the public members and related stakeholders to provide comment on the various aspects of the Master Plan options.

Phase 3: Agreement- Based upon the outcome of the previous phase, Architect will synthesize the design proposals into one preferred option and present to the Steering Committee. This design option will be presented in the form of colored site plan, floor plans, and perspective sketches. The Architect will offer an opinion on the rough order of magnitude for the cost of the project. We will present the options including the preferred option to the City Council at a regularly scheduled work session.

Phase 4: Final- A Final Report will be created summarizing the process and findings of the previous phases of the work. Our plan will be a road map for phased implementation of the Civic Campus Master Plan. The Final Report will also include an estimated project budget including assumptions and a line item costs for all major elements of a project of this nature. The intent of the Final Report is to develop and document our research as to how the proposed Civic Campus Master Plan might be implemented. The Report will provide the basis of information to affirm the location of the proposed new City Library. A draft version of the Final Report will be prepared and distributed for review and comment. Comments would then be incorporated into the final document and presented to the City Council at a regularly scheduled meeting for their consideration.

Deliverables- The final deliverable will be an 11" x 17" document recording the process and the proposed Master Plan illustrating building layout, parking, landscaping, pedestrian and auto circulation, and unique features of the site. A rough order of magnitude (ROM) cost estimate will be included in the narrative. Five bound paper copies and one electronic copy of the Final Report



will be delivered to the City. In addition, full size prints of an illustrative Civic Campus Master Plan will be provided to the City of McCall.

Services Not Included- The following services are not included in this proposal and if required would be negotiated on an as-needed basis:

1. Services associated with the discovery and identification of hazardous materials.
2. Design services beyond those described above, including civil engineering, landscape architecture, mechanical engineering, electrical engineering, and structural engineering disciplines.
3. Detailed cost estimating.
4. Site survey.

Fees for Professional Services- Based upon our understanding of the requirements for this scope of work our fee proposal would be calculated on a lump sum basis and will not exceed \$24,000.00 without City approval. The allocation of fees per phase is as follows:

Phase 1- Move In/Understand	\$ 2,000.00
Phase 2- Create	\$ 10,000.00
Phase 3- Agreement	\$ 6,000.00
Phase 4- Final	\$ 3,000.00
Expenses	\$ 3,000.00
Total	\$ 24,000.00

In the event the scope of the work changes or additional design services beyond the scope defined above are required, these services would be based on the following standard hourly rates. However, no additional design services are authorized unless previously approved by the City of McCall.

The lump sum fee above includes \$3,000 for reimbursable expenses for travel, hotel, copies, etc.

Invoices will be sent monthly based on a percentage of completion. It is anticipated that payment would be received within 30 days of receipt of the invoice.

Compensation for services beyond that noted above will be invoiced hourly at the following rates:

Principal	\$ 250/hr.
Project Manager`	\$ 145/hr.
Architect	\$ 115/hr.
Designer	\$ 95/hr.
Interior Designer	\$ 115/hr.
Staff	\$ 60/hr.

These rates are subject to change on an annual basis in January of each year commencing in January 1, 2020.

Reimbursable expenses include miscellaneous items associated with the project, but not limited to printing (excluding bid documents), long distance telephone, mailing, and out of town travel. These expenses would be invoiced at cost plus 10%.

Schedule- The following summarizes our estimated design fee and schedule for the project:

<i>Phase</i>	<i>Duration</i>	<i>Trips to McCall</i>
Phase 1 Move-In/Understand	2 weeks	1 trip
Phase 2 Create	4 weeks	2 trips
Phase 3 Agreement	4 weeks	1 trip



Phase 4 Final	<u>2 weeks</u>	<u>1 trip</u>
Total	12 weeks	5 trips

Information for the Sole Use and Benefit of the Clients- All Opinions and conclusions of the Architect, whether written or oral and any plans, specifications or other documents and services provided by the Architect are for the sole use and benefit of the Client. Client may share the materials with other firms if the project proceeds and goes through a bidding process for professional services in the future. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Architect or the Client.

Ownership of the Documents- All products and drawings created as a result of the engagement of these professional services shall become the property of the Client for their use as noted above. If requested the Architect will provide this information in a digital format using industry standard software.

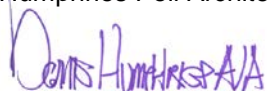
Dispute Resolution- Any claims or disputes between the Client and the Architect arising out of the services to be provided by the consultant or out of this Agreement shall be submitted to non-binding mediation.

Termination of Services- This Agreement may be terminated at any time by either party should one party provide notification to the other party not less than thirty (30) days. In the event of termination for any reason whatsoever, the Client shall pay the Architect for all services rendered to the date of the termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

Form of Agreement- We are very excited to be working with the City of McCall ID. We understand the terms of this Letter of Agreement will be attached to the City's Standard Form of Agreement.

We are most appreciative of your consideration of our firm and look forward to providing professional services for this most important project. Please sign as indicated below and return one copy to this office.

Sincerely,
Humphries Poli Architects, P.C.



Dennis R. Humphries, AIA
Principal

Jackie Aymon, Mayor

Date:



McCALL CITY COUNCIL
AGENDA BILL

216 East Park Street
 McCall, Idaho 83638

Number AB 19-030
Meeting Date February 14, 2019

AGENDA ITEM INFORMATION				
SUBJECT: <i>Business Thank You Outreach</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
				Parks and Recreation
COST IMPACT:	n/a	Airport		
FUNDING SOURCE:	n/a	Library		
TIMELINE:	n/a	Information Systems		
		Economic Development	TMJ	Originator
SUMMARY STATEMENT:				
<p>In an effort to promote City of McCall’s services and support for local businesses, the Communications Manager and Community & Economic Development and City Clerk staff worked together to create a packet of information and recognition materials to be distributed to McCall’s licensed local businesses.</p> <p>Staff will present the Business Thank You packet contents and strategy for distribution.</p>				
RECOMMENDED ACTION:				
Information Only				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

GET INVOLVED

VISIT OUR WEBSITE

Our main city website is a great place to find general information, City Master Plans, links to staff, yearly department summaries and even read the City Code. mccall.id.us or cityofmccall.com

VISIT CITY SOURCE

City Hall uses the City Source Blog and a news posting to share daily news, events, happenings, and announcements from all City departments. mccallcitysource.com or mccall.id.us/newsevents

JOIN THE NEWSLETTER

A direct link from the City Source Blog, we use the bi monthly newsletter to share information. Sometimes it is used to share important events we think you may be interested in. Find a link on mccall.id.us/newsletters

GUIDES AND MAPS

City of McCall has an in-house Geographical Information Systems department that develops everything from recreational trail maps to hazard guides and planning maps. There are even some mobile phone apps that you will find useful. mccall.id.us/1-maps

ATTEND A COUNCIL MEETING or READ THE AGENDA

Council meetings typically take place twice per month on Thursdays in Legion Hall below City Hall. Use our website to access the minutes from past meetings or click a calendar event to view the agenda and packet for current meetings. mccall.id.us/1-agendas-and-packets

JOIN A COMMITTEE

McCall commissions, boards, and committees are groups of volunteers that make the City go. Learn more and join in. mccall.id.us/committees

FOLLOW US ON SOCIAL MEDIA


City of McCall has a Twitter, Facebook and a YouTube presence. Follow us for updates or happenings. Find us at [/cityofmccall](https://www.facebook.com/cityofmccall)





WHERE TO FIND MORE

Our website is full of information in the form of supporting documents like the Comprehensive Master Plan, Downtown Master Plan, Transportation Master Plan and more.

Our Economic Development Department and City Clerk are available to help guide and help you succeed in your dream business.

 216 East Park Street
McCall, Idaho 83638

 (208) 634.7142

 mccallcitysource@gmail.com

 www.mccall.id.us



WE ARE HERE TO HELP YOU SUCCEED IN
YOUR DREAM BUSINESS



City of
McCall
IDAHO

DOING BUSINESS HERE

Do I Need a City of McCall Commercial Business License?

Yes! Every business needs one or more federal, state or local licenses or permits to operate. The City of McCall uses business licensing to protect the health and safety of its citizens by keeping public authorities like Police, Fire and Emergency Services informed of the type of business that is conducted and the materials that are stored on-site in the event of an emergency. McCall Business License information also helps the City promote its businesses and inform business owners about City policies, programs and events that might be of interest.

A Commercial Business License from the City of McCall is required if any of the following are true:

- ⇒ Anyone who operates a storefront in McCall City Limits.
- ⇒ Anyone who conducts a home business within McCall City Limits.
- ⇒ Anyone who conducts a trade to serve the local community.
- ⇒ Building contractors, even if their home office is not in McCall, need a license if they work on construction sites in McCall.
- ⇒ Snow removal contractors, even if their home office is not in McCall.
- ⇒ Anyone who operates a short-term rental (vacation rental or lodging for less than 30 days).
- ⇒ Anyone who conducts a Taxi service in McCall City Limits.



Beer, Wine, Liquor License: If your business will be serving beer, wine and/or liquor, whether it's at your business location or off-premises, you will need to obtain a New Retail Alcohol Beverage License application.

Local Option Tax: McCall collects local option tax (LOT) on short-term rental occupancy (6%) and retail sales (1%) except for groceries and motor vehicles. The funds collected remain in McCall and are used to improve City streets and provide a wide range of services and programs that benefit residents and businesses.



Sign Design Approval: To preserve the small-town character, reduce competition between signs, and to maintain the visual quality of the community, McCall requires that businesses obtain approval of the sign's design, size and placement before adding or altering any new or existing business sign.

Land Use Permit: Any significant change to a commercial property or building exterior is likely to require approval by the McCall Area Planning and Zoning Commission before work can begin. A Commercial Development Guide provides more details and can be picked up at City Hall or downloaded from www.mccall.id.us.

Building Permit: A building permit is generally required if you are constructing or modifying your place of business or putting up a new fence.

ADVANTAGES & OPPORTUNITIES

Business Directory

As a part of your business licensing fee, the City of McCall maintains a list on the city's website of all businesses by industry that have a valid business license. This benefit helps customers find you and validates that you are a legal entity within the city limits.

Meeting & Event Spaces

The City of McCall offers meeting spaces for free rental as available on the city campus. These areas include the McCall Public Library and Legion Hall. McCall City Parks are always open to the public and can be reserved for a small fee for larger scheduled events. Call City Hall to reserve at 208-634-7142.

Airport

The airport can be a great resource for many businesses as it brings in so many visitors to the area. Each year the Airport hosts events that celebrate science and aviation which can include local business participation. The Municipal Airport is also a great resource for travelers wanting to visit or leave McCall.

Golf Course

The McCall Municipal Golf Course offers space for weddings, events, meetings and restaurant services through its partner Banyans on the Green.

Parks & Recreation Sponsorships

McCall Parks & Recreation hosts several events for youth and adults throughout the year that offer sponsorship opportunities to area business owners. From youth t-shirts to Gold Glove Park fence signs, advertise your business to the area while supporting local recreation. To learn more contact Parks & Recreation at 208-634-3006.

Job Fairs

Usually twice per year McCall Public Library hosts an area wide job fair. Businesses in the area can use this time to set up a table and advertise for employees using giveaways, pamphlets or any method fitting to your business.

Library as a Resource

The McCall Public Library offers public meeting space, computers, access to Wi-Fi, information, and many other resources to support the public. Reach the Library at 208-634-5522.

McCall Green Business

Qualifying organizations are rewarded for demonstrating a commitment to environmentally sustainable practices. As such, they will receive a window decal and published recognition of their accomplishments.



INFORMATION CONTACTS

Water services and billing:		208.634.8947
Water after hours emergency:		208.382.5160
Streets:		208.634.5580
Police Department:	Emergency: 911	208.634.7144
Planning and Building Permitting:		208.634.7052
Business Licensing and LOT Administration:		208.634.7142
Sewer services (Payette Lakes Recreational Water and Sewer District):		208.634.4111
McCall Fire and EMS:	Emergency: 911	208.634.5200
St. Luke's McCall Medical Center:	Emergency: 911	208.634.2221
Central District Health Department:		208.634.7194
McCall Area Chamber of Commerce:		208.634.7631
West Central Mountains Economic Development Council:		208.398.3321

**McCALL CITY COUNCIL
AGENDA BILL**

216 East Park Street
McCall, Idaho 83638

Number AB 19-036
Meeting Date February 14, 2019

AGENDA ITEM INFORMATION

SUBJECT: <i>Senate Bill 1040 – Liquor License Reform Discussion</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk		
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
COST IMPACT:		Airport		
FUNDING SOURCE:		Library		
TIMELINE:	2019 Legislative Session	Information Systems		
		Grant Coordinator		

SUMMARY STATEMENT:

Senator Rice of Caldwell has introduced a bill at the Idaho Legislature that would overhaul the State’s liquor license system. Council has been asked by the Mayor of Driggs, Idaho to submit a position on the bill to the Senate State Affairs Committee. The Association of Idaho Cities currently is in support of the bill.

The bill text and the statement of purpose are attached.

RECOMMENDED ACTION:

Discuss the bill and give direction to staff.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

STATEMENT OF PURPOSE

RS26640

This legislation:

Removes the state from the issuance of new liquor-by-the-drink licenses, while grandfathering state licenses issued prior to the effective date of this legislation and preserving their existing rights to transferability;

Empowers cities and counties to issue non-transferable liquor-by-the-drink licenses, without reference to a state-imposed population quota system, in accordance with the economic development needs of the community, while recognizing the self-determination rights of the cities and counties with regard to the issuance of liquor-by-the-drink licenses within their jurisdictions;

Requires enhanced responsibility of servers who sell alcohol beverages to underage persons, or who serve alcohol beverages to obviously intoxicated adult consumers, as part of a regulatory framework including requirements for server training and graduated licensee civil penalties dependent upon training status of the licensee's employees. It is the intent of this legislation to not only empower the cities and counties to determine their own needs with reference to the presence of additional premises for the sale of liquor-by-the-drink, but also to eliminate the trafficking in the state licenses which has resulted from the state quota system imposed on the local government.

FISCAL NOTE

This bill will have no fiscal impact on the General Fund. The license fee for municipal licenses to cities and counties will defray the cost.

Contact:

Senator Jim Rice
(208) 332-1423

DISCLAIMER: This statement of purpose and fiscal note are a mere attachment to this bill and prepared by a proponent of the bill. It is neither intended as an expression of legislative intent nor intended for any use outside of the legislative process, including judicial review (Joint Rule 18).

IN THE SENATE

SENATE BILL NO. 1040

BY STATE AFFAIRS COMMITTEE

AN ACT

1 RELATING TO ALCOHOL; AMENDING SECTION 23-217, IDAHO CODE, TO REVISE TERMI-
2 NOLOGY AND TO REVISE A PROVISION REGARDING A CERTAIN DISCOUNT; AMENDING
3 SECTION 23-603, IDAHO CODE, TO REVISE PROVISIONS REGARDING CERTAIN AD-
4 MINISTRATIVE ACTIONS UPON CONVICTION FOR DISPENSING ALCOHOL TO PERSONS
5 UNDER TWENTY-ONE YEARS OF AGE AND TO DEFINE A TERM; AMENDING SECTION
6 23-604, IDAHO CODE, TO PROHIBIT CERTAIN CONDUCT REGARDING PERSONS UNDER
7 TWENTY-ONE YEARS OF AGE, TO PROVIDE EXCEPTIONS AND TO DEFINE A TERM;
8 AMENDING CHAPTER 6, TITLE 23, IDAHO CODE, BY THE ADDITION OF A NEW SEC-
9 TION 23-604B, IDAHO CODE, TO PROVIDE EXCEPTIONS FROM RESTRICTION ON
10 ENTERING OR REMAINING IN CERTAIN PLACES AND TO DEFINE A TERM; AMENDING
11 SECTION 23-605, IDAHO CODE, TO PROVIDE THAT DISPENSING ALCOHOL TO AN
12 OBVIOUSLY INTOXICATED PERSON SHALL BE A MISDEMEANOR, TO PROVIDE PENAL-
13 TIES, TO PROVIDE FOR DEPOSIT OF FINES, TO PROVIDE FOR NOTIFICATION,
14 TO PROVIDE FOR CERTAIN ADMINISTRATIVE ACTION AND TO DEFINE A TERM;
15 AMENDING SECTION 23-615, IDAHO CODE, TO REMOVE A PROVISION REGARDING
16 INTOXICATION; AMENDING CHAPTER 6, TITLE 23, IDAHO CODE, BY THE ADDI-
17 TION OF A NEW SECTION 23-617, IDAHO CODE, TO PROVIDE ADMINISTRATIVE
18 PENALTIES FOR SPECIFIED VIOLATIONS, TO PROVIDE FOR THE PAYMENT AND
19 DISTRIBUTION OF FINES AND TO DEFINE A TERM; AMENDING SECTION 23-901,
20 IDAHO CODE, TO AUTHORIZE THE BOARDS OF COUNTY COMMISSIONERS AND CITY
21 COUNCILS TO GRANT LICENSES FOR LIQUOR BY THE DRINK TO CERTAIN QUALIFIED
22 PERSONS IN ACCORDANCE WITH CERTAIN LAWS, RULES AND ORDINANCES, TO PRO-
23 VIDE CORRECT TERMINOLOGY AND TO MAKE TECHNICAL CORRECTIONS; AMENDING
24 SECTION 23-902, IDAHO CODE, TO REVISE DEFINITIONS AND TO DEFINE TERMS;
25 REPEALING SECTIONS 23-903, 23-903a, 23-903b, 23-904, 23-905, 23-906,
26 23-907 AND 23-908, IDAHO CODE, RELATING TO RETAIL SALE OF LIQUOR BY THE
27 DRINK; AMENDING CHAPTER 9, TITLE 23, IDAHO CODE, BY THE ADDITION OF A NEW
28 SECTION 23-903, IDAHO CODE, TO PROVIDE CERTAIN RESTRICTIONS REGARDING
29 ALCOHOLIC BEVERAGES; AMENDING CHAPTER 9, TITLE 23, IDAHO CODE, BY THE
30 ADDITION OF A NEW SECTION 23-904, IDAHO CODE, TO PROVIDE GRANDFATHER
31 RIGHTS AND TO PROVIDE THAT CERTAIN LICENSES ARE TRANSFERABLE AND CER-
32 TAIN LICENSES ARE NOT TRANSFERABLE; AMENDING CHAPTER 9, TITLE 23, IDAHO
33 CODE, BY THE ADDITION OF A NEW SECTION 23-905, IDAHO CODE, TO AUTHORIZE
34 COUNTIES AND CITIES TO ISSUE CERTAIN MUNICIPAL LICENSES; AMENDING CHAP-
35 TER 9, TITLE 23, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 23-906,
36 IDAHO CODE, TO PROVIDE CONDITIONS UNDER WHICH MUNICIPAL LICENSES MAY
37 NOT BE ISSUED AND TO PROVIDE A PROCEDURE FOR A REFERENDUM REGARDING THE
38 AUTHORITY OF A GOVERNING BODY TO ISSUE MUNICIPAL LICENSES; AMENDING
39 CHAPTER 9, TITLE 23, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 23-907,
40 IDAHO CODE, TO PROVIDE FOR THE FORM OF BALLOT; AMENDING CHAPTER 9, TITLE
41 23, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 23-908, IDAHO CODE, TO
42 PROVIDE FOR THE EFFECT OF AN ELECTION AND TO PROVIDE THAT CERTAIN SALES
43 SHALL NOT BE AFFECTED; AMENDING CHAPTER 9, TITLE 23, IDAHO CODE, BY THE
44 ADDITION OF A NEW SECTION 23-909, IDAHO CODE, TO PROVIDE FOR SUBSEQUENT
45

1 ELECTIONS; REPEALING SECTIONS 23-910, 23-911, 23-912, 23-913, 23-914,
2 23-915, 23-916, 23-917, 23-918, 23-919, 23-920 AND 23-921, IDAHO CODE,
3 RELATING TO RETAIL SALE OF LIQUOR BY THE DRINK; AMENDING CHAPTER 9, TI-
4 TLE 23, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 23-910, IDAHO CODE,
5 TO PROVIDE FOR APPLICATIONS FOR MUNICIPAL LICENSES; AMENDING CHAPTER
6 9, TITLE 23, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 23-911, IDAHO
7 CODE, TO PROVIDE FOR THE INVESTIGATION OF APPLICATIONS, TO PROVIDE THAT
8 FALSE STATEMENTS SHALL CONSTITUTE A FELONY AND TO PROVIDE A PENALTY;
9 AMENDING CHAPTER 9, TITLE 23, IDAHO CODE, BY THE ADDITION OF A NEW
10 SECTION 23-912, IDAHO CODE, TO PROVIDE FOR RULES AND REGULATIONS, TO
11 PROVIDE FOR ADDITIONAL AUTHORITY AND DUTIES OF THE DIRECTOR, TO PROVIDE
12 FOR THE POWERS OF LICENSING AUTHORITIES OF COUNTIES AND CITIES AND TO
13 PROVIDE THAT LICENSEES SHALL ADVISE THEMSELVES OF THE RULES AND REGU-
14 LATIONS; AMENDING CHAPTER 9, TITLE 23, IDAHO CODE, BY THE ADDITION OF A
15 NEW SECTION 23-913, IDAHO CODE, TO PROVIDE FOR LICENSE FEES; AMENDING
16 CHAPTER 9, TITLE 23, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 23-915,
17 IDAHO CODE, TO PROHIBIT THE ISSUANCE OR TRANSFER OF CERTAIN LICENSES
18 TO SPECIFIED PERSONS AND TO PROVIDE FOR THE REVOCATION OF CERTAIN LI-
19 CENSES; AMENDING CHAPTER 9, TITLE 23, IDAHO CODE, BY THE ADDITION OF A
20 NEW SECTION 23-916, IDAHO CODE, TO PROVIDE LOCATION AND DISTANCE PROVI-
21 SIONS REGARDING THE LOCATION OF PREMISES BEING ISSUED OR TRANSFERRED A
22 LICENSE AND TO PROVIDE EXCEPTIONS; AMENDING CHAPTER 9, TITLE 23, IDAHO
23 CODE, BY THE ADDITION OF A NEW SECTION 23-917, IDAHO CODE, TO PROHIBIT
24 SPECIFIED PERSONS AND ENTITIES FROM PROVIDING EQUIPMENT, FIXTURES OR
25 OTHERWISE FURNISHING FINANCIAL AID TO ONE ENGAGED IN THE SALE OF LIQUOR
26 AND TO PROHIBIT LICENSEES FROM RECEIVING SUCH EQUIPMENT, FIXTURES OR
27 FINANCIAL AID; AMENDING CHAPTER 9, TITLE 23, IDAHO CODE, BY THE ADDITION
28 OF A NEW SECTION 23-918, IDAHO CODE, TO PROVIDE CERTAIN RESTRICTIONS FOR
29 PERSONS INTERESTED IN THE PREMISES, TO PROVIDE AN EXCEPTION, TO PROVIDE
30 FOR THE APPLICABILITY OF RULES, REGULATIONS AND LAW, TO PROVIDE THAT
31 CERTAIN PERSONS SHALL NOT BE DISQUALIFIED FROM HOLDING CERTAIN LICENSES
32 AND TO CLARIFY THAT LICENSES FOR THE RETAIL SALE OF LIQUOR BY THE DRINK
33 MUST BE OBTAINED THROUGH NORMAL LAWFUL MEANS; AMENDING CHAPTER 9, TITLE
34 23, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 23-919, IDAHO CODE, TO
35 PROVIDE FOR THE FORM AND DISPLAY OF MUNICIPAL LICENSES, TO PROHIBIT CER-
36 TAIN TRANSFERS, TO PROVIDE THAT MUNICIPAL AND STATE LIQUOR LICENSES ARE
37 SEPARATE AND DISTINCT, TO RESTRICT THE EXERCISE OF PRIVILEGES UNDER A
38 LICENSE TO THE NAMED LICENSEE, TO PROVIDE FOR EXPIRATION AND RENEWAL, TO
39 PROVIDE FOR TRANSFERS OF STATE LIQUOR LICENSES, TO PROVIDE FOR FEES AND
40 TO PROVIDE EXCEPTIONS; AMENDING CHAPTER 9, TITLE 23, IDAHO CODE, BY THE
41 ADDITION OF A NEW SECTION 23-920, IDAHO CODE, TO PROVIDE RESTRICTIONS
42 ON THE TRANSFER OF STATE LIQUOR LICENSES AND TO PROVIDE THAT CERTAIN
43 LICENSES SHALL BE SUBJECT TO LEVY AND DISTRAINT; AMENDING CHAPTER 9,
44 TITLE 23, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 23-921, IDAHO
45 CODE, TO PROVIDE FOR SUSPENSION, REVOCATION AND REFUSAL TO RENEW LI-
46 CENSES, TO PROVIDE FOR PETITIONS REQUESTING MONETARY PAYMENT IN LIEU
47 OF SUSPENSION, TO PROVIDE FOR GUIDELINES AND RULES REGARDING PERIODS
48 OF SUSPENSION AND MONETARY PAYMENTS IN LIEU OF SUSPENSION, TO PROVIDE
49 FOR ADDITIONAL SUSPENSIONS AND TO PROVIDE FOR THE RENEWAL OF CERTAIN
50 LICENSES; AMENDING CHAPTER 9, TITLE 23, IDAHO CODE, BY THE ADDITION OF

1 A NEW SECTION 23-921A, IDAHO CODE, TO PROVIDE FOR LICENSE SUSPENSION OR
2 REVOCATION UPON CONVICTION FOR VIOLATION OF OBSCENITY LAWS; AMENDING
3 CHAPTER 9, TITLE 23, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 23-922,
4 IDAHO CODE, TO PROVIDE THAT THE SALE OF LIQUOR WITHOUT A LICENSE IS A
5 FELONY AND TO PROVIDE A PENALTY; AMENDING CHAPTER 9, TITLE 23, IDAHO
6 CODE, BY THE ADDITION OF A NEW SECTION 23-923, IDAHO CODE, TO PROVIDE
7 THAT CERTAIN LIQUOR SOLD BY LICENSEES SHALL BE PURCHASED FROM THE STATE
8 LIQUOR DIVISION, TO PROVIDE FOR SALES BY THE STATE LIQUOR DIVISION TO
9 LICENSEES AND TO DEFINE A TERM; AMENDING CHAPTER 9, TITLE 23, IDAHO
10 CODE, BY THE ADDITION OF A NEW SECTION 23-924, IDAHO CODE, TO PROVIDE FOR
11 THE EXAMINATION OF PREMISES BY CERTAIN PERSONS; AMENDING CHAPTER 9, TI-
12 TLE 23, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 23-925, IDAHO CODE,
13 TO PROVIDE THAT LICENSEES HAVING ILLEGAL LIQUOR ON PREMISES SHALL BE
14 GUILTY OF A FELONY, TO PROVIDE PENALTIES, TO PROVIDE FOR LICENSE REVOCA-
15 TION, TO PROVIDE FOR A DETERMINATION OF THE AMOUNT OF LIQUOR TO BE SOLD
16 TO LICENSEES, TO PROVIDE FOR THE SEIZURE OF ILLEGAL LIQUOR AND TO PRO-
17 VIDE AN EXCEPTION; REPEALING SECTIONS 23-926, 23-927 AND 23-928, IDAHO
18 CODE, RELATING TO RETAIL SALE OF LIQUOR BY THE DRINK; AMENDING CHAPTER
19 9, TITLE 23, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 23-926, IDAHO
20 CODE, TO PROVIDE FOR THE POSTING OF AGE RESTRICTION SIGNS; AMENDING
21 CHAPTER 9, TITLE 23, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 23-927,
22 IDAHO CODE, TO PROHIBIT DISPENSING LIQUOR OFF PREMISES, TO PROVIDE
23 EXCEPTIONS, TO PROHIBIT GAMING ON PREMISES AND TO PROVIDE AN EXCEP-
24 TION; AMENDING CHAPTER 9, TITLE 23, IDAHO CODE, BY THE ADDITION OF A NEW
25 SECTION 23-928, IDAHO CODE, TO PROVIDE FOR ALCOHOL BEVERAGE CATERING
26 PERMITS AND APPLICATIONS; AMENDING CHAPTER 9, TITLE 23, IDAHO CODE, BY
27 THE ADDITION OF A NEW SECTION 23-929, IDAHO CODE, TO PROVIDE A PROCEDURE
28 FOR CITIES AND COUNTIES UPON THE FILING OF AN APPLICATION FOR AN ALCOHOL
29 BEVERAGE CATERING PERMIT, TO PROVIDE FOR APPROVAL OR DISAPPROVAL, TO
30 PROVIDE THAT COPIES SHALL BE SENT OR RETAINED BY SPECIFIED PERSONS AND
31 TO PROVIDE THAT CERTAIN DOCUMENTS SHALL CONSTITUTE PERMITS; REPEALING
32 SECTIONS 23-930, 23-931, 23-932, 23-933, 23-933A, 23-933B, 23-934,
33 23-934A, 23-934B, 23-934C, 23-935, 23-936, 23-937, 23-938, 23-939,
34 23-941, 23-942, 23-943, 23-943A, 23-944, 23-945, 23-946, 23-947,
35 23-948, 23-949, 23-950, 23-951, 23-952, 23-953, 23-954, 23-955, 23-956
36 AND 23-957, IDAHO CODE, RELATING TO THE RETAIL SALE OF LIQUOR BY THE
37 DRINK; AMENDING CHAPTER 9, TITLE 23, IDAHO CODE, BY THE ADDITION OF A
38 NEW SECTION 23-930, IDAHO CODE, TO PROVIDE FOR THE APPLICABILITY OF
39 CERTAIN REGULATORY AND PENALTY PROVISIONS; AMENDING CHAPTER 9, TITLE
40 23, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 23-931, IDAHO CODE, TO
41 PROVIDE FOR THE DESTRUCTION OF STAMPS, TO PROVIDE SANITARY REQUIREMENTS
42 AND TO PROVIDE THAT A VIOLATION SHALL CONSTITUTE A MISDEMEANOR; AMEND-
43 ING CHAPTER 9, TITLE 23, IDAHO CODE, BY THE ADDITION OF A NEW SECTION
44 23-932, IDAHO CODE, TO PROHIBIT THE SALE OF LIQUOR ON CERTAIN DAYS AND
45 AT CERTAIN TIMES, TO PROVIDE EXCEPTIONS, TO PROVIDE FOR THE CONSUMPTION
46 OF LIQUOR ALREADY SERVED, TO PROVIDE THAT SPECIFIED CONDUCT REGARD-
47 ING ALCOHOLIC BEVERAGE CONSUMPTION SHALL CONSTITUTE A MISDEMEANOR, TO
48 PROVIDE FOR DUTIES REGARDING LOCKING UNSEALED CONTAINERS OF LIQUOR AND
49 TO PROVIDE THAT A VIOLATION SHALL CONSTITUTE A MISDEMEANOR; AMENDING
50 CHAPTER 9, TITLE 23, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 23-933,

1 IDAHO CODE, TO PROVIDE FOR THE DUTY OF PUBLIC OFFICERS; REPEALING SEC-
 2 TIONS 23-1020 AND 23-1022, IDAHO CODE, RELATING TO PROVISIONS GOVERNING
 3 THE SALE OF BEER; AMENDING TITLE 23, IDAHO CODE, BY THE ADDITION OF A
 4 NEW CHAPTER 12, TITLE 23, IDAHO CODE, TO PROVIDE FOR CLERK AND SERVER
 5 TRAINING, TO DEFINE TERMS, TO PROVIDE FOR APPROVED TRAINING, TO PROVIDE
 6 FOR MANDATORY TRAINING FOR ON-PREMISES SALES, TO PROVIDE FOR VOLUN-
 7 TARY TRAINING FOR OFF-PREMISES SALES AND TO PROVIDE FOR ENFORCEMENT;
 8 AMENDING CHAPTER 13, TITLE 23, IDAHO CODE, BY THE ADDITION OF A NEW
 9 SECTION 23-1304A, IDAHO CODE, TO PROVIDE FOR CERTIFICATION OF CERTAIN
 10 RESOLUTIONS AND ELECTIONS AND TO CLARIFY EFFECTIVENESS OF CERTAIN RES-
 11 OLUTIONS AND ELECTION RESULTS; AMENDING SECTION 23-1331, IDAHO CODE,
 12 TO PROVIDE FOR GUIDELINES AND RULES REGARDING PERIODS OF SUSPENSION
 13 AND MONETARY PAYMENT IN LIEU OF SUSPENSION; REPEALING SECTION 23-1335,
 14 IDAHO CODE, RELATING TO PROVISIONS GOVERNING THE COUNTY OPTION KITCHEN
 15 AND TABLE WINE ACT; AMENDING SECTION 18-7803, IDAHO CODE, TO REMOVE
 16 AND TO REVISE CODE REFERENCES; AMENDING SECTIONS 23-1312, 23-1406,
 17 AND 39-5502, IDAHO CODE, TO PROVIDE CORRECT CODE REFERENCES; AMENDING
 18 SECTION 49-307, IDAHO CODE, TO PROVIDE A CORRECT CODE REFERENCE AND
 19 TO MAKE TECHNICAL CORRECTIONS; AMENDING SECTION 67-7446, IDAHO CODE,
 20 TO PROVIDE A CORRECT CODE REFERENCE; AMENDING SECTION 18-1502, IDAHO
 21 CODE, TO REMOVE A CODE REFERENCE; AMENDING SECTION 23-604A, IDAHO CODE,
 22 TO REMOVE CODE REFERENCES; AMENDING SECTION 31-3201, IDAHO CODE, TO
 23 REMOVE A CODE REFERENCE; AMENDING SECTION 31-3201A, IDAHO CODE, TO
 24 REMOVE A CODE REFERENCE; AMENDING SECTION 31-3201H, IDAHO CODE, TO RE-
 25 MOVE A CODE REFERENCE; AMENDING SECTION 31-3204, IDAHO CODE, TO REMOVE
 26 A CODE REFERENCE; AMENDING SECTION 32-1410, IDAHO CODE, TO REMOVE A
 27 CODE REFERENCE; AMENDING SECTION 72-1025, IDAHO CODE, TO REMOVE A CODE
 28 REFERENCE; AMENDING SECTION 72-1105, IDAHO CODE, TO REMOVE A CODE REF-
 29ERENCE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

30 Be It Enacted by the Legislature of the State of Idaho:

31 SECTION 1. That Section 23-217, Idaho Code, be, and the same is hereby
 32 amended to read as follows:

33 23-217. SURCHARGE ADDED TO PRICE OF ALCOHOLIC LIQUOR AND ALL OTHER
 34 MERCHANDISE SOLD -- COLLECTION AND REMISSION BY DIRECTOR. (1) The director
 35 of the division is hereby authorized and directed to include in the price
 36 of alcoholic liquor and all other merchandise sold in the division, and its
 37 branches, a surcharge equal to two percent (2%) of the current price per unit
 38 computed to the nearest multiple of five cents (5¢).

39 (2) After the price of the surcharge has been included, the director of
 40 the division is hereby authorized and directed to allow a discount of five
 41 ten percent (510%) from the price of each order of alcoholic liquor and all
 42 other merchandise sold to any licensee person holding a state liquor li-
 43 cence, as defined in section 23-902(8), Idaho Code.

44 (3) The surcharge imposed pursuant to this section shall be collected
 45 and credited monthly to the drug court, mental health court and family court
 46 services fund, as set forth in section 1-1625, Idaho Code.

1 SECTION 2. That Section 23-603, Idaho Code, be, and the same is hereby
2 amended to read as follows:

3 23-603. DISPENSING TO A PERSON UNDER THE AGE OF TWENTY-ONE YEARS. (1)
4 Any person who is eighteen (18) years of age or older who shall sell, give,
5 or furnish, or cause to be sold, given, or furnished, alcohol beverage, in-
6 cluding any distilled spirits, beer or wine, to a person under the age of
7 twenty-one (21) years shall be guilty of a misdemeanor and upon conviction
8 thereof may be punished by a fine of not less than five hundred dollars (\$500)
9 nor more than one thousand dollars (\$1,000) per violation, or by imprison-
10 ment in the county jail for a period not to exceed one (1) year, or by both
11 such fine and imprisonment. A second or subsequent violation of this sec-
12 tion by the same defendant shall constitute a misdemeanor and upon convic-
13 tion thereof the defendant shall be punished by a fine of not less than one
14 thousand dollars (\$1,000) nor more than two thousand dollars (\$2,000) per
15 violation, or imprisonment in the county jail for a period not to exceed one
16 (1) year, or by both such fine and imprisonment. Notwithstanding the provi-
17 sions of section 19-4705, Idaho Code, moneys received pursuant to such fines
18 shall be deposited in the substance abuse treatment fund, as created in sec-
19 tion 23-408, Idaho Code. Upon conviction of any person for a violation of
20 the provisions of this section, the court shall notify the ~~director of the~~
21 ~~Idaho state police~~ responsible authority. The ~~director~~ responsible author-
22 ity shall review the circumstances of the conviction, and if the dispens-
23 ing took place at a licensed ~~establishment or other retailer or distributor~~
24 premises, the ~~director~~ responsible authority may take administrative action
25 ~~he considers appropriate against the licensee or business including suspen-~~
26 ~~sion of the license for not to exceed six (6) months, a fine, or both such sus-~~
27 ~~pension and fine~~ consistent with section 23-617, Idaho Code.

28 (2) For the purposes of this section, "responsible authority" means the
29 director, or the city council, chief executive of a city, mayor, board of
30 county commissioners or entity established by ordinance that issued the mu-
31 nicipal license for municipal licensees.

32 SECTION 3. That Section 23-604, Idaho Code, be, and the same is hereby
33 amended to read as follows:

34 23-604. MINORS -- PURCHASE, CONSUMPTION OR POSSESSION PROHIBITED --
35 PERSONS UNDER SPECIFIED AGES FORBIDDEN TO ENTER, REMAIN IN OR LOITER AT CER-
36 TAIN LICENSED PLACES. (1) Any person under twenty-one (21) years of age who
37 shall purchase, attempt to purchase, or otherwise consume or possess any al-
38 cohol beverage, including any distilled spirits, beer or wine, or who know-
39 ingly misrepresents his age for the purpose of entering a licensed premises
40 shall be guilty of an infraction upon a first violation and shall be guilty of
41 a misdemeanor upon a subsequent conviction and shall be punished according
42 to the schedule set out in section 18-1502, Idaho Code.

43 (2) No person under the age of twenty-one (21) years shall enter, remain
44 in or loiter in or about any place, as defined in this section, licensed for
45 the sale of liquor by the drink at retail, or sale of beer for consumption on
46 the premises; nor shall any licensee of either such place, or any person in
47 charge thereof, or on duty while employed by the licensee therein, permit or

1 allow any person under the age specified with respect thereto to remain in or
 2 loiter in or about such place.

3 (3) Provided however, it is lawful for persons who are musicians and
 4 singers eighteen (18) years of age or older, to enter and to remain in any
 5 place, as defined in this section, but only during and in the course of their
 6 employment as musicians and singers. Provided further, that it is lawful for
 7 persons who are nineteen (19) years of age or older to sell, serve, possess or
 8 dispense liquor, beer or wine in the course of their employment in any place,
 9 as defined in this section, or in any other place where liquor, beer or wine
 10 is lawfully present, as long as such place is the place of employment for such
 11 persons under twenty-one (21) years of age. However, the provisions of this
 12 subsection shall not permit the sale or distribution of any alcoholic bever-
 13 ages to any person under the ages specified for sale of alcoholic beverages.

14 (4) For purposes of this section, "place" means any room of any premises
 15 licensed for the sale of liquor by the drink at retail wherein there is a
 16 bar and liquor, bar supplies and equipment are kept and where beverages con-
 17 taining alcoholic liquor are prepared or mixed and served for consumption
 18 therein, and any room of any premises licensed for the sale of beer for con-
 19 sumption on the premises wherein there is a bar and beer, bar supplies and
 20 equipment are kept and where beer is drawn or poured and served for consump-
 21 tion therein.

22 SECTION 4. That Chapter 6, Title 23, Idaho Code, be, and the same is
 23 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
 24 ignated as Section 23-604B, Idaho Code, and to read as follows:

25 23-604B. EXCEPTIONS FROM RESTRICTION ON ENTERING OR REMAINING. (1) It
 26 shall not be unlawful for, nor shall section 23-604, Idaho Code, be construed
 27 to restrict any person under the age of twenty-one (21) years from entering
 28 or being:

29 (a) Upon the premises of any restaurant, eating establishment or
 30 lodging facility, as defined in section 23-902, Idaho Code, or in any
 31 railroad observation or club car or any airplane of a commercial air-
 32 line, notwithstanding that such premises may also be licensed for the
 33 sale of liquor by the drink or for the sale of beer for consumption on
 34 the premises or that alcohol beverages, or beer, or both, are prepared,
 35 mixed or dispensed and served and consumed therein;

36 (b) In any building, a part or portion of which is used as a place, as de-
 37 fined in this section, provided such place is separated or partitioned
 38 from the remainder of said building and access to such place through a
 39 doorway or doorways or other means of ingress can be controlled to pre-
 40 vent persons under the ages specified with respect thereto in section
 41 23-604, Idaho Code, from entering therein;

42 (c) In any baseball park, sports arena, convention center, multipur-
 43 pose arena, theater that is presenting live performances, or fair-
 44 grounds, notwithstanding that such premises or any portion thereof may
 45 be licensed for the sale of liquor by the drink, wine or beer for con-
 46 sumption on the premises or that such products are dispensed and served
 47 and consumed therein; provided however, that the person under the age
 48 of twenty-one (21) years is attending a lawful activity, show, exhibi-
 49 tion, performance or event on the premises or is required to be present

1 as a condition of his employment. It is lawful for persons under the
 2 age of twenty-one (21) years to enter and remain in a baseball park,
 3 sports arena, convention center, multipurpose arena or theater that is
 4 presenting live performances, or fairgrounds, as long as the activity,
 5 show, exhibition, performance or event is lawful and the person does not
 6 violate section 23-604(2), Idaho Code;

7 (d) On the premises of any licensed brewery or winery, notwithstanding
 8 that such premises or any portion thereof may also be licensed for the
 9 sale of beer or wine for consumption on the premises or that beer or wine
 10 is dispensed and served and consumed therein;

11 (e) On the licensed premises of a wine retailer wholly owned and oper-
 12 ated by a licensed winery that retails exclusively the products of that
 13 winery;

14 (f) At a location, other than a liquor, beer, or wine licensed premises,
 15 authorized to serve alcohol beverages under a valid alcohol beverage
 16 catering permit; or

17 (g) In any movie theater that is allowed to sell beer or wine for con-
 18 sumption on the premises pursuant to a valid license and which movie
 19 theater had a license that was valid and not suspended or revoked on
 20 January 1, 2006. No films, still pictures, electronic reproductions or
 21 other visual reproductions which are in violation of chapter 41, title
 22 18, Idaho Code, regarding indecency and obscenity, or are in violation
 23 of federal law regarding pornography, indecency or obscenity shall be
 24 shown or displayed on the premises. As used in this subsection, "movie
 25 theater" means a motion picture theater that is being utilized solely
 26 for exhibition of a motion picture.

27 (2) As used in this section, "place" means any room of any premises li-
 28 censed for the sale of liquor by the drink at retail wherein there is a bar and
 29 liquor, bar supplies and equipment are kept and where beverages containing
 30 alcoholic liquor are prepared or mixed and served for consumption therein,
 31 and any room of any premises licensed for the sale of beer for consumption on
 32 the premises wherein there is a bar and beer, bar supplies and equipment are
 33 kept and where beer is drawn or poured and served for consumption therein.

34 SECTION 5. That Section 23-605, Idaho Code, be, and the same is hereby
 35 amended to read as follows:

36 23-605. DISPENSING TO DRUNK. (1) Any person who sells, gives, or dis-
 37 penses any alcohol beverage, including any distilled spirits, beer or wine,
 38 to another person who is ~~intoxicated or apparently~~ obviously intoxicated
 39 shall be guilty of a misdemeanor and, upon conviction thereof, may be pun-
 40 ished by a fine of not less than five hundred dollars (\$500) nor more than one
 41 thousand dollars (\$1,000) per violation, or by imprisonment in the county
 42 jail for a period not to exceed one (1) year, or by both such fine and im-
 43 prisonment. A second or subsequent violation of this section by the same
 44 defendant shall constitute a misdemeanor and, upon conviction thereof, the
 45 defendant shall be punished by a fine of not less than one thousand dollars
 46 (\$1,000) nor more than two thousand dollars (\$2,000) per violation, or im-
 47 prisonment in the county jail for a period not to exceed one (1) year, or by
 48 both such fine and imprisonment. Notwithstanding the provisions of section
 49 19-4705, Idaho Code, moneys received pursuant to such fines shall be de-

1 posited in the substance abuse treatment fund, as created in section 23-408,
 2 Idaho Code. Upon conviction of any person for a violation of the provisions
 3 of this section, the court shall notify the responsible authority. The re-
 4 sponsible authority shall review the circumstances of the conviction, and,
 5 if the dispensing took place at a licensed establishment or other retailer
 6 or distributor, the responsible authority may take administrative action
 7 consistent with section 23-617, Idaho Code.

8 (2) For the purposes of this section, "responsible authority" means the
 9 director, or the city council, chief executive of a city, mayor, board of
 10 county commissioners or entity established by ordinance that issued the mu-
 11 nicipal license for municipal licensees.

12 SECTION 6. That Section 23-615, Idaho Code, be, and the same is hereby
 13 amended to read as follows:

14 23-615. RESTRICTIONS ON SALE. No person licensed pursuant to title 23,
 15 Idaho Code, or his or its employed agents, servants or bartenders shall sell,
 16 deliver or give away, or cause or permit to be sold, delivered, or given away,
 17 or allowed to be consumed, any alcohol beverage, including any distilled
 18 spirits, beer or wine, to:

19 (1) Any person under the age of twenty-one (21) years, proof of which
 20 shall be a validly issued state, district, territorial, possession, provin-
 21 cial, national or other equivalent government driver's license, identifica-
 22 tion card or military identification card bearing a photograph and date of
 23 birth, or a valid passport.

24 (2) ~~Any person actually, apparently or obviously intoxicated.~~

25 ~~(3) An habitual drunkard.~~

26 (43) An interdicted person.

27 Any person under the age of twenty-one (21) years, or other person,
 28 who knowingly misrepresents his or her qualifications for the purpose of
 29 entering licensed premises or for obtaining alcohol beverages from such li-
 30 censee shall be equally guilty with such licensee and shall, upon conviction
 31 thereof, be guilty of a misdemeanor.

32 SECTION 7. That Chapter 6, Title 23, Idaho Code, be, and the same is
 33 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
 34 ignated as Section 23-617, Idaho Code, and to read as follows:

35 23-617. VIOLATIONS -- ADMINISTRATIVE PENALTIES. (1) The following ad-
 36 ministrative penalties shall apply to licensees for violations of the pro-
 37 visions of this chapter if all of the licensee's employees, at the time of
 38 the violation, have completed an approved alcohol training program in accor-
 39 dance with chapter 12, title 23, Idaho Code:

40 (a) For the first and second violation within a three (3) year period, a
 41 written warning shall be issued to the licensee who employs or employed
 42 the violator by the responsible authority that administers the license;

43 (b) For the third violation within a three (3) year period, the respon-
 44 sible authority shall impose an administrative fine in the amount of
 45 five hundred dollars (\$500) on the licensee who employs or employed the
 46 violator; and

1 (c) For a fourth or subsequent violation within a three (3) year period,
 2 the responsible authority shall review the circumstances and may take
 3 additional administrative action against the licensee including, but
 4 not limited to, revoking of the license, subject to compliance with this
 5 title.

6 (2) The following administrative penalties shall apply to licensees
 7 for violations of the provisions of this chapter if any of the licensee's em-
 8 ployees, at the time of the violation, have not completed an approved alcohol
 9 training program in accordance with chapter 12, title 23, Idaho Code:

10 (a) For the first violation within a three (3) year period, the respon-
 11 sible authority shall impose an administrative fine in the amount of
 12 three hundred dollars (\$300) on the licensee who employs or employed the
 13 violator;

14 (b) For a second violation within a three (3) year period, the respon-
 15 sible authority shall impose an administrative fine in the amount of one
 16 thousand dollars (\$1,000) on the licensee who employs or employed the
 17 violator; and

18 (c) For a third or subsequent violation within a three (3) year period,
 19 the responsible authority shall review the circumstances and may take
 20 additional administrative action against the licensee including, but
 21 not limited to, revoking of the license, subject to compliance with this
 22 title.

23 (3) Any fines imposed on a state licensee pursuant to the provisions of
 24 this section shall be paid to the division to be distributed pursuant to sec-
 25 tion 23-923, Idaho Code.

26 (4) Any fines imposed on a municipal licensee pursuant to the provi-
 27 sions of this section shall be paid to the city or county that issued the mu-
 28 nicipal license.

29 (5) For the purposes of this section "responsible authority" means the
 30 director, or the city council, chief executive of a city, mayor, board of
 31 county commissioners or entity established by ordinance that issued the mu-
 32 nicipal license for municipal licensees.

33 SECTION 8. That Section 23-901, Idaho Code, be, and the same is hereby
 34 amended to read as follows:

35 23-901. DECLARATION OF POLICY -- RETAIL SALE OF LIQUOR. It is hereby
 36 declared as the policy of the state of Idaho that it is necessary to further
 37 regulate and control the sale and distribution within the state of alcoholic
 38 beverages, and to eliminate certain illegal traffic in liquor now existing,
 39 and to ~~insure~~ ensure the entire control of the sale of liquor, it is advisable
 40 and necessary, in addition to the operation of the state liquor stores now
 41 provided by law, that the ~~director of the Idaho state police and the boards~~
 42 of county commissioners and the councils of cities in the state of Idaho be
 43 empowered and authorized to grant licenses for liquor by the drink to per-
 44 sons qualified under this ~~act~~ chapter to sell liquor purchased by them at
 45 state liquor stores at retail posted prices in accordance with this ~~act~~ title
 46 and under the rules promulgated by said director ~~and under his strict super-~~
 47 ~~vision and control and to provide severe penalty for the sale of liquor ex-~~
 48 ~~cept by and in state liquor stores and by persons licensed under this act and~~
 49 regulation or ordinance enacted by a board of county commissioners or by a

1 city council. The restrictions, rules, and provisions contained in this ~~aet~~
 2 chapter are enacted by the legislature for the protection, health, welfare
 3 and safety of the people of the state of Idaho and for the purpose of promot-
 4 ing and encouraging temperance in the use of alcoholic beverages within the
 5 state of Idaho.

6 SECTION 9. That Section 23-902, Idaho Code, be, and the same is hereby
 7 amended to read as follows:

8 23-902. DEFINITIONS. The following words and phrases used in this
 9 chapter shall be given the following interpretation:

10 (1) ~~"Club" includes any of the following organizations where the sale~~
 11 ~~of spirituous liquor for consumption on the premises is made to members and~~
 12 ~~to bona fide guests of members only:~~

13 ~~(a) A post, chapter, camp or other local unit composed solely of vet-~~
 14 ~~erans and their duly recognized auxiliary, and which is a post, chap-~~
 15 ~~ter, camp or other local unit composed solely of veterans which has been~~
 16 ~~chartered by the congress of the United States for patriotic, fraternal~~
 17 ~~or benevolent purposes, and which has, as the owner, lessee or occupant,~~
 18 ~~operated an establishment for that purpose in this state; or~~

19 ~~(b) A chapter, aerie, parlor, lodge or other local unit of an Ameri-~~
 20 ~~can national fraternal organization, which has as the owner, lessee~~
 21 ~~or occupant, operated an establishment for fraternal purposes in this~~
 22 ~~state and actively operates in not less than thirty-six (36) states or~~
 23 ~~has been in continuous existence for not less than twenty (20) years;~~
 24 ~~and which has not less than fifty (50) bona fide members in each unit,~~
 25 ~~and which owns, maintains or operates club quarters, and is autho-~~
 26 ~~rized and incorporated to operate as a nonprofit club under the laws of~~
 27 ~~this state, and which has recognized tax exempt status under section~~
 28 ~~501(c) (8) or 501(c) (10) of the Internal Revenue Code, and has been con-~~
 29 ~~tinuously incorporated and operating for a period of not less than one~~
 30 ~~(1) year. The club shall have had during that period of one (1) year, a~~
 31 ~~bona fide membership with regular meetings conducted at least once each~~
 32 ~~month, and the membership shall be and shall have been actively engaged~~
 33 ~~in carrying out the objects of the club. The club membership shall~~
 34 ~~consist of bona fide dues paying members, recorded by the secretary of~~
 35 ~~the club, paying at least six dollars (\$6.00) per year in dues, payable~~
 36 ~~monthly, quarterly or annually; and the members at the time of applica-~~
 37 ~~tion for a club license shall be in good standing, having paid dues for~~
 38 ~~at least one (1) full year.~~

39 ~~(2) "Convention" means a formal meeting of members, representatives,~~
 40 ~~or delegates, as of a political party, fraternal society, profession or in-~~
 41 ~~dustry.~~

42 ~~(3) "Director" means the director of the Idaho state police.~~

43 (3) "Eating establishment" means a restaurant, cafe, dining room, cof-
 44 fee shop, cafeteria or other establishment that must utilize at least sev-
 45 enty-five percent (75%) of the gross floor area for the preparation, cook-
 46 ing and serving of complete meals, have and actively operate a commercial
 47 kitchen that includes a type 1 commercial hood and cooking equipment, ex-
 48 cluding microwave ovens and grills, capable of cooking complete meals and
 49 be a public place kept, maintained and advertised as a place where complete

1 meals are served and where complete meals are actually and regularly served
2 during the time the establishment is open to the public. Limited food ser-
3 vice, such as is provided by luncheonettes, drive-ins, sandwich shops and
4 other similar uses does not meet the requirements of this definition.

5 (4) "Festival" means a period or program of festive activities, cul-
6 tural events or entertainment lasting three (3) or more consecutive days.

7 (5) "Gaming" means any and all gambling or games of chance defined in
8 chapters 38 and 49, title 18, Idaho Code, or any section or sections thereof,
9 whether those games are licensed or unlicensed.

10 ~~(6) "Interdicted person" means a person to whom the sale of liquor is~~
11 ~~prohibited under law.~~

12 ~~(7) "License" means a license issued by the director to a qualified per-~~
13 ~~son, under which it shall be lawful for the licensee to sell and dispense~~
14 ~~liquor by the drink at retail, as provided by law.~~

15 (86) "Licensee" means the person to whom a license is issued under the
16 provisions of law.

17 (97) "Liquor" means all kinds of liquor sold by and in a state liquor
18 store of the state of Idaho.

19 ~~(10) "Live performance" means a performance occurring in a theater and~~
20 ~~not otherwise in violation of any provision of Idaho law.~~

21 (8) "Lodging facility" means a building with permanent bona fide
22 overnight accommodations available to the general public.

23 ~~(119) "Municipal license" means a license issued by a municipality~~
24 ~~county or incorporated city of the state of Idaho under the provisions of~~
25 ~~law.~~

26 (120) "Party" means a social gathering especially for pleasure or
27 amusement and includes, but is not limited to, such social events as wed-
28 dings, birthdays, and special holiday celebrations to include, but not be
29 limited to, New Year's celebrations, Super Bowl Sunday, St. Patrick's Day,
30 the Fourth of July and Labor Day.

31 (131) "Person" means any individual, corporation, business corpora-
32 tion, nonprofit corporation, benefit corporation as defined in section
33 30-2002(1), Idaho Code, partnership, limited partnership, limited liabil-
34 ity company, general cooperative association, limited cooperative asso-
35 ciation, estate, unincorporated nonprofit association, statutory trust,
36 business trust, common-law business trust, estate trust, association,
37 joint venture, public corporation, government or governmental subdivision,
38 agency or instrumentality, any entity defined in section 30-21-102, Idaho
39 Code, or any other commercial entity, whether conducting the business sin-
40 gularly or collectively.

41 (142) "Premises" means the building and contiguous property owned, or
42 leased or used under a government permit by a licensee as part of the busi-
43 ness establishment in the business of sale of liquor by the drink at retail,
44 which property is improved to include decks, docks, boardwalks, lawns, gar-
45 dens, golf courses, ski resorts, courtyards, patios, poolside areas or simi-
46 lar improved appurtenances in which the sale of liquor by the drink at retail
47 is authorized under the provisions of law.

48 (13) "Qualified applicant" means any person who has a valid retail beer
49 license issued under the laws of the state of Idaho.

1 (154) "Rules" means rules promulgated by the director or ordinances en-
2 acted by a county or city in accordance with the provisions of law.

3 (15) "Specialty license" means a license duly issued by the director
4 prior to January 1, 2020, to a person, owner, operator or lessee of a: golf
5 course; winery; ski resort; equestrian facility; restaurant operated in an
6 airport; club; convention center; gondola resort complex; food, conference
7 and lodging facility; dining club or buffet car operated in connection with
8 regularly operated train service, or common carrier boat or common carrier
9 airline; waterfront resort; cross-country skiing facility; racing facil-
10 ity; theme park; ski resort facility or golf course which has had a split in
11 ownership; or a year-round resort.

12 (16) "State liquor license" means a license issued by the director
13 prior to January 1, 2020, under which it shall be lawful for the licensee to
14 sell and dispense liquor by the drink at retail, as provided by law.

15 (167) "State liquor store" means a liquor store or distributor estab-
16 lished under and pursuant to the laws of the state of Idaho for the package
17 sale of liquor at retail.

18 (178) "Theater" means a room, place or outside structure for perfor-
19 mances or readings of dramatic literature, plays or dramatic representa-
20 tions of an art form not in violation of any provision of Idaho law.

21 (189) "Brewery" means a place, premises or establishment for the manu-
22 facture, bottling or canning of beer.

23 (1920) "Winery" means a place, premises or establishment within the
24 state of Idaho for the manufacture or bottling of table wine or dessert wine
25 for sale. Two (2) or more wineries may use the same premises and the same
26 equipment to manufacture their respective wines, to the extent permitted by
27 federal law.

28 (201) All other words and phrases used in this chapter, the definitions
29 of which are not ~~herein~~ given in this section, shall be given their ordinary
30 and commonly understood and acceptable meanings.

31 SECTION 10. That Sections [23-903](#), [23-903a](#), [23-903b](#), [23-904](#), [23-905](#),
32 [23-906](#), [23-907](#) and [23-908](#), Idaho Code, be, and the same are hereby repealed.

33 SECTION 11. That Chapter 9, Title 23, Idaho Code, be, and the same is
34 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
35 ignated as Section 23-903, Idaho Code, and to read as follows:

36 23-903. NO RETAIL SALE EXCEPT BY THE DRINK -- RESTRICTIONS ON
37 SALES. (1) It shall be unlawful for any licensee to sell, keep for sale,
38 dispense, give away, or otherwise dispose of any liquor in the original con-
39 tainers or otherwise than by retail sale by the drink.

40 (2) No person licensed pursuant this title, or his agent, officer, or
41 employee, shall sell, deliver, give away, or allow the consumption of any al-
42 cohol beverage, including distilled spirits, beer or wine, to:

43 (a) Any person under the age of twenty-one (21) years. Proof of proper
44 age shall be a validly issued state, district, territorial, provincial,
45 national or other equivalent driver's license, government identifica-
46 tion card, military identification card or passport bearing a photo-
47 graph and date of birth; or

48 (b) Any person obviously intoxicated.

1 SECTION 12. That Chapter 9, Title 23, Idaho Code, be, and the same is
2 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
3 ignated as Section 23-904, Idaho Code, and to read as follows:

4 23-904. GRANDFATHER CLAUSE. Any person who, on January 1, 2020, holds
5 a valid retail liquor license shall be accorded "grandfather rights," and
6 shall be deemed to have a state liquor license and be subject to the applica-
7 ble provisions of this chapter and rules promulgated by the director. State
8 liquor licenses, unless stated otherwise or prohibited by ordinance, shall
9 be freely transferable throughout the state of Idaho wherever liquor by the
10 drink establishments are allowed. Specialty licenses that were issued prior
11 to January 1, 2020, shall also be deemed state liquor licenses; provided how-
12 ever, these licenses shall not be transferred to any other location or per-
13 son.

14 SECTION 13. That Chapter 9, Title 23, Idaho Code, be, and the same is
15 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
16 ignated as Section 23-905, Idaho Code, and to read as follows:

17 23-905. AUTHORIZATION FOR COUNTIES AND CITIES TO LICENSE RETAIL
18 LIQUOR. (1) Counties are hereby empowered and authorized to issue municipi-
19 pal licenses to qualified applicants for eating establishments and lodging
20 facilities outside the incorporated limits of any city within said county,
21 as provided in this section, whereby the licensee shall be authorized and
22 permitted to sell liquor by the drink at retail and, upon the issuance of
23 such license, the licensee therein named shall be authorized to sell liquor
24 by the drink at retail, but only in accordance with the provisions of this
25 chapter and any rules promulgated or ordinance adopted by the board of county
26 commissioners of the licensing county.

27 (2) Incorporated cities are hereby empowered and authorized to issue
28 municipal licenses to qualified applicants for eating establishments and
29 lodging facilities within the corporate limits of such city, as provided
30 in this section, whereby the licensee shall be authorized and permitted to
31 sell liquor by the drink at retail and, upon the issuance of such license,
32 the licensee therein named shall be authorized to sell liquor by the drink at
33 retail, but only in accordance with the provisions of this chapter and any
34 rules promulgated or ordinance adopted by the city council of the licensing
35 city.

36 (3) The boards of county commissioners and city councils are empowered
37 to create rules, requirements and criteria by ordinance for the equitable
38 and fair administration of municipal licenses consistent with state law;
39 provided however, that any such criteria shall not be inconsistent with this
40 chapter.

41 SECTION 14. That Chapter 9, Title 23, Idaho Code, be, and the same is
42 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
43 ignated as Section 23-906, Idaho Code, and to read as follows:

44 23-906. REFERENDUM. Municipal licenses may be issued after sixty (60)
45 days of the effective date of this act unless there is an existing resolu-
46 tion or ordinance, or one is adopted by a city council or county commission,

1 or an election, pursuant to this chapter and Idaho law, is held to prohibit
 2 municipal licenses for the retail sale of liquor by the drink. Within sixty
 3 (60) days after the effective date of this act, a petition in writing pro-
 4 posed by a person and signed by not less than twenty percent (20%) of the reg-
 5 istered, qualified electors of any county or city may be filed with the clerk
 6 of said county or city as their protest against the authority of the govern-
 7 ing body to issue municipal licenses in said county or city under the provi-
 8 sions of this act. In the event said petition is presented, the governing
 9 body of any such county or city shall, within five (5) days after the presen-
 10 tation of said petition, meet and determine the sufficiency thereof by as-
 11 certaining whether said petition is signed by the required number of regis-
 12 tered, qualified electors of the county or city affected. In the event the
 13 governing body of said county or city determines that said petition is signed
 14 by the required percentage of registered, qualified electors, said govern-
 15 ing body shall forthwith make an order calling an election to be held within
 16 said county or city, subject to the provisions of chapter 6, title 34, Idaho
 17 Code, in the manner provided by law for holding elections for county or city
 18 officers. All laws of the state of Idaho relating to the holding of elections
 19 of county or city officers for such county or city, whether special charter
 20 or general law of the state, shall apply to the holding of the election pro-
 21 vided for in this section, except where specifically modified in this sec-
 22 tion. In addition to the other requirements of law, the notice of election
 23 shall notify the electors of the issue to be voted on at said election.

24 SECTION 15. That Chapter 9, Title 23, Idaho Code, be, and the same is
 25 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
 26 ignated as Section 23-907, Idaho Code, and to read as follows:

27 23-907. FORM OF BALLOT. The county or city clerk must furnish the bal-
 28 lots to be used in such election, which ballots must contain the following
 29 words:

30 "Municipal licenses for the sale of liquor by the drink, Yes,"

31 "Municipal licenses for the sale of liquor by the drink, No,"

32 and the elector, in order to vote, must mark opposite one (1) of the questions
 33 in a space provided therefor.

34 SECTION 16. That Chapter 9, Title 23, Idaho Code, be, and the same is
 35 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
 36 ignated as Section 23-908, Idaho Code, and to read as follows:

37 23-908. EFFECT OF ELECTION -- LIQUOR STORE SALES NOT AFFECTED. Upon a
 38 canvass of the votes cast, the clerk of the county or city shall certify the
 39 result thereof to the governing body. If a majority of the votes cast are
 40 "sale of liquor by the drink, Yes," municipal licenses shall be issued in
 41 said county or city as provided in this act. If a majority of the votes cast
 42 are "sale of liquor by the drink, No," then no municipal licenses shall be
 43 issued in said county or city unless thereafter authorized by a subsequent
 44 election in said county or city; provided however, that nothing in this sec-
 45 tion, nor any resolution shall be construed to prevent or prohibit the sale
 46 of liquor at or by a state liquor store, state distributor or holder of a
 47 state liquor license issued for a premises within such county or city.

1 SECTION 17. That Chapter 9, Title 23, Idaho Code, be, and the same is
2 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
3 ignated as Section 23-909, Idaho Code, and to read as follows:

4 23-909. SUBSEQUENT ELECTIONS. An election may be subsequently called
5 and held on the issue of whether the sale of liquor by the drink shall be
6 prohibited or, if prohibited, then an election to determine whether sale
7 of liquor by the drink shall be permitted. Such subsequent election shall
8 be held upon the filing of a petition, as provided in section 23-906, Idaho
9 Code, signed by the requisite percentage of qualified electors. No such sub-
10 sequent election shall be held prior to November 1, 2020, or more often than
11 two (2) years after the holding of any such subsequent election.

12 SECTION 18. That Sections 23-910, 23-911, 23-912, 23-913, 23-914,
13 23-915, 23-916, 23-917, 23-918, 23-919, 23-920 and 23-921, Idaho Code, be,
14 and the same are hereby repealed.

15 SECTION 19. That Chapter 9, Title 23, Idaho Code, be, and the same is
16 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
17 ignated as Section 23-910, Idaho Code, and to read as follows:

18 23-910. APPLICATION FOR MUNICIPAL LICENSES. (1) Prior to the issuance
19 of a municipal license as provided in this section, an applicant shall file
20 with the county, if outside the limits of an incorporated city or alterna-
21 tively, the city, if the premises is located within an incorporated city, an
22 application, in writing, signed by the applicant and containing such infor-
23 mation and statements relative to the applicant and the premises where the
24 liquor is to be sold as may be required by the county or city, along with a
25 nonrefundable application fee of four hundred dollars (\$400). The applica-
26 tion shall be verified by the affidavit of the person making the same before
27 a person authorized to administer oaths and shall be accompanied by the li-
28 cense fee required in this section.

29 (2) In addition to setting forth the qualifications required by other
30 provisions of this act, the applicant must show:

31 (a) A complete copy of the beer license application filed with the state
32 pursuant to chapter 10, title 23, Idaho Code;

33 (b) A copy of a valid state beer license issued to the applicant;

34 (c) A copy of a valid county beer license issued to the applicant; and

35 (d) If, during the period of any license issued pursuant to this sec-
36 tion, any change shall take place in any of the requirements of this
37 subsection, the licensee shall forthwith make a written report of such
38 change to the respective local authority.

39 SECTION 20. That Chapter 9, Title 23, Idaho Code, be, and the same is
40 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
41 ignated as Section 23-911, Idaho Code, and to read as follows:

42 23-911. INVESTIGATION OF APPLICATIONS -- PENALTY FOR FALSE STATE-
43 MENTS. (1) Upon receipt of an application for a municipal license under
44 this act, accompanied by the necessary license fee, the county or city,
45 if the premises are within an incorporated city, within ninety (90) days

1 thereafter, may cause to be made a thorough investigation of all matters
2 pertaining thereto. If the county or city, if applicable, determines that
3 the contents of the application are true, that such applicant is qualified
4 to receive a license, and that the requirements of this act and the rules
5 promulgated by the county or city are met and complied with, it shall issue
6 such license; otherwise the application shall be denied and the license fee,
7 less the costs and expenses of investigation, returned to the applicant.

8 (2) In making an investigation pursuant to this section, the county or
9 city shall have the power to investigate and examine the books and records
10 of the licensee and any person having a financial interest in any business to
11 be conducted on the licensed premises, including, but not limited to, their
12 bank accounts, returns filed under the Idaho income tax act, as amended, and
13 any other sources of information deemed desirable by the county or city and
14 not specifically prohibited by law.

15 (3) If any false statement is made in any part of said application, or
16 any subsequent report, the applicant, or applicants, shall be deemed guilty
17 of a felony and upon conviction thereof shall be imprisoned in the state
18 prison for not less than one (1) year nor more than five (5) years and fined
19 not less than one thousand dollars (\$1,000) nor more than five thousand dol-
20 lars (\$5,000), or both such fine and imprisonment.

21 SECTION 21. That Chapter 9, Title 23, Idaho Code, be, and the same is
22 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
23 ignated as Section 23-912, Idaho Code, and to read as follows:

24 23-912. RULES AND REGULATIONS -- FORMS AND RECORDS. (1) For the pur-
25 pose of the administration of state liquor licenses, the director shall
26 make, promulgate and publish such rules and regulations as said director
27 may deem necessary for carrying out the provisions of this act and for the
28 orderly and efficient administration of this section, and except as may be
29 limited or prohibited by law and the provisions of this act, such rules and
30 regulations so made and promulgated shall have the force of statute. With-
31 out limiting the generality of the provisions of this section, the director
32 shall be empowered and it is made his duty to prescribe forms to be used in
33 the administration of this act, the proof to be furnished and the conditions
34 to be observed in the issuance of state liquor licenses, prescribing forms
35 or records to be kept of the sale of liquor, prescribing notices required by
36 this act or the regulations thereof, and the manner of giving and serving
37 the same, prescribing, subject to the provisions of this act, the conditions
38 and qualifications necessary to transfer a license if allowed, the books
39 and records to be kept by the licensee, the form of returns to be made by
40 the licensee, and providing for the inspection of such licensed premises,
41 specifying and describing the place and manner in which the liquor may be
42 lawfully kept or stored, covering the conduct, management and equipment of
43 premises licensed to sell liquor and make regulations respecting the sale
44 and consumption of liquor.

45 (2) The licensing authority of any county or incorporated city shall
46 have and exercise the same powers to administer municipal licenses issued or
47 issuable by it as are granted to the director in this section.

48 (3) Every licensee shall advise himself of such rules and regulations,
49 and ignorance thereof shall be no defense.

1 SECTION 22. That Chapter 9, Title 23, Idaho Code, be, and the same is
2 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
3 ignated as Section 23-913, Idaho Code, and to read as follows:

4 23-913. LICENSE FEES. (1) Each city council and board of county com-
5 missioners is authorized and empowered to impose and collect a onetime, non-
6 refundable application fee and the annual license fee from qualified appli-
7 cants.

8 (2) Each city council and board of county commissioners is authorized
9 and empowered to impose and collect an annual license fee for municipal li-
10 censes it issues in an amount not less than three thousand dollars (\$3,000).
11 In establishing the amount of such fee, a city or county may consider the im-
12 pacts of newly licensed establishments, including both direct and indirect
13 costs upon municipal services, maintenance of public safety and other costs
14 of managing municipal licenses.

15 (3) The director is hereby authorized and empowered to impose and col-
16 lect an annual license fee for state liquor licenses as follows:

17 (a) For each license in a city having a population of one thousand
18 (1,000) or less, three hundred dollars (\$300) per annum.

19 (b) For each license in a city having a population of one thousand
20 (1,000) to three thousand (3,000), five hundred dollars (\$500) per an-
21 num.

22 (c) For each license in a city having a population of more than three
23 thousand (3,000), seven hundred fifty dollars (\$750) per annum.

24 (d) For each railroad train for sale only in buffet, club or dining
25 cars, fifty dollars (\$50.00) per annum of the scheduled run of such
26 train within the state of Idaho; provided however, that such license
27 shall be in full, and in lieu of all other licenses provided for in this
28 section.

29 (e) For each common carrier boat line for sale only in buffet, club or
30 dining rooms, two hundred fifty dollars (\$250) per annum. Such license
31 shall be in full, and in lieu of all other licenses provided for in this
32 section.

33 (f) For each license issued to the owner, operator, or lessee of a golf
34 course as described in section 23-902, Idaho Code, or to the lessee of
35 any premises situate on such golf course, situate in any county having a
36 population of:

37 (i) Less than twenty thousand (20,000), two hundred dollars
38 (\$200) per annum;

39 (ii) Twenty thousand (20,000) but less than forty thousand
40 (40,000), three hundred dollars (\$300) per annum; and

41 (iii) Forty thousand (40,000) or more, four hundred dollars (\$400)
42 per annum.

43 (g) For each common carrier airline for sale only in common carrier air-
44 craft, two hundred fifty dollars (\$250) per annum. Such license shall
45 be in full, and in lieu of all other licenses provided for in this sec-
46 tion.

47 (h) For each license issued to the owner, operator, or lessee of a
48 restaurant operated in an airport, as described in section 23-902,
49 Idaho Code, situate within the corporate limits of a city, the fee shall

1 be the same as provided in paragraphs (a) through (c) of this subsec-
2 tion.

3 (i) For each license issued to the owner, operator, or lessee of a
4 restaurant operated in an airport, as described in section 23-902,
5 Idaho Code, situate without the corporate limits of a city, the fee
6 shall be the same as provided in paragraph (f) of this section. Licenses
7 issued pursuant to the provisions of this chapter shall expire at 1:00
8 a.m. on the first day of January of the following year.

9 (j) For each license issued to an owner or operator of a year-round
10 resort as described in section 23-902, Idaho Code, a onetime fee of
11 twenty-five thousand dollars (\$25,000), with a subsequent renewal fee
12 of three thousand five hundred dollars (\$3,500) per annum. For each
13 license issued to an owner or operator of a beverage, lodging or din-
14 ing facility within the premises of a year-round resort as described
15 in section 23-902, Idaho Code, a onetime fee of twenty-five thousand
16 dollars (\$25,000), with a subsequent renewal fee of three thousand five
17 hundred dollars (\$3,500) per annum. For each license issued to a lessee
18 of a beverage, lodging or dining facility within the premises of the
19 year-round resort as described in section 23-902, Idaho Code, a onetime
20 fee of twenty-five thousand dollars (\$25,000), with a subsequent re-
21 newal fee of three thousand five hundred dollars (\$3,500) per annum.

22 (4) Provided that any licensee who operates for only a portion of a year
23 may have his license fee prorated from the date he commences operation to the
24 end of the calendar year, but in no event for less than six (6) months.

25 (5) In the event a licensee who was previously issued a license on a pro-
26 rated basis, pursuant to the provisions of this section, desires to have such
27 license renewed for the same period for the next succeeding year, he shall
28 file his intention to so apply for such license with the director, accompa-
29 nied by the fee required for the issuance of such license on or before Decem-
30 ber 31 of the year preceding.

31 (6) The license fees provided for in this section are exclusive of and
32 in addition to other license fees chargeable in the state of Idaho.

33 SECTION 23. That Chapter 9, Title 23, Idaho Code, be, and the same is
34 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
35 ignated as Section 23-915, Idaho Code, and to read as follows:

36 23-915. PERSONS NOT QUALIFIED TO BE LICENSED. No municipal license
37 shall be issued to, nor shall a state liquor license be transferred, if al-
38 lowed, to:

39 (1) Any person, or any one (1) of its members, officers, or governing
40 board, who has, within three (3) years prior to the date of making applica-
41 tion, been convicted of any violation of the laws of the United States, the
42 state of Idaho, or any other state of the United States, or of the resolutions
43 or ordinances of any county or city of this state, relating to the importa-
44 tion, transportation, manufacture or sale of alcoholic liquor or beer; or
45 who has been convicted, paid any fine, been placed on probation, received a
46 deferred sentence, received a withheld judgment or completed any sentence of
47 confinement for any felony within five (5) years prior to the date of making
48 application for any license;

1 (2) A person who is engaged in the operation, or interested therein, of
2 any house or place for the purpose of prostitution or who has been convicted
3 of any crime or misdemeanor opposed to decency and morality;

4 (3) A person whose license issued under this act has been revoked;
5 an individual who was a member of a partnership or association that was a
6 licensee under this act and whose license has been revoked; an individual
7 who was an officer, member of the governing board or one (1) of the ten (10)
8 principal stockholders of a corporation that was a licensee under this act
9 and whose license has been revoked; a partnership or association, one (1) of
10 whose members was a licensee under this act and whose license was revoked; a
11 corporation, one (1) of whose officers, members of the governing board or ten
12 (10) principal stockholders was a licensee under the provisions of this act
13 and whose license has been revoked; an association or partnership, one (1) of
14 whose members was a member of a partnership or association licensed under the
15 provisions of this act and whose license has been revoked; a partnership or
16 association, one (1) of whose members was an officer, a member of the govern-
17 ing board, or one (1) of the ten (10) principal stockholders of a corporation
18 licensed under the provisions of this act and whose license has been revoked;
19 a corporation, one (1) of whose officers, members of the governing board, or
20 ten (10) principal stockholders was a member of a partnership or association
21 licensed under the provisions of this act and whose license was revoked;
22 a corporation, one (1) of whose officers, members of the governing board,
23 or ten (10) principal stockholders was an officer, member of the governing
24 board, or one (1) of the ten (10) principal stockholders of a corporation
25 licensed under the provisions of this act and whose license was revoked;

26 (4) Any officer, agent, or employee of any distillery, winery, brewery,
27 or any wholesaler, or jobber, of liquor or malt beverages except as provided
28 in section 23-918, Idaho Code. This prohibition shall not apply to offi-
29 cers, agents, or employees of any winery operating a golf course on the same
30 premises as the winery; or

31 (5) A person who does not hold a retail beer license issued by the state
32 of Idaho.

33 (6) Any license, held by any licensee disqualified under the provisions
34 of this section from being issued a license, shall forthwith be revoked.

35 SECTION 24. That Chapter 9, Title 23, Idaho Code, be, and the same is
36 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
37 ignated as Section 23-916, Idaho Code, and to read as follows:

38 23-916. LICENSEE NOT ALLOWED NEAR CHURCHES OR SCHOOLS -- EXCEP-
39 TIONS. No municipal or state liquor license shall be issued or transferred,
40 respectively, to any premises in any neighborhood that is predominantly
41 residential or within three hundred (300) feet of any public school, church,
42 or any other place of worship, measured in a straight line to the nearest en-
43 trance to the licensed premises, except with the approval of the city council
44 or board of county commissioners; provided however, that this limitation
45 shall not apply to any duly licensed premises that at the time of licensing
46 did not come within the restricted area, but subsequent to licensing came
47 within the restricted area.

1 SECTION 25. That Chapter 9, Title 23, Idaho Code, be, and the same is
2 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
3 ignated as Section 23-917, Idaho Code, and to read as follows:

4 23-917. RESTRICTIONS ON MANUFACTURERS, TRANSPORTERS OR DIS-
5 TILLERS. Except as provided in sections 23-915 and 23-918, Idaho Code, no
6 manufacturer, rectifier, wholesaler, stockholder, shareholder, partner or
7 the owner of any other interest in any corporation, association or partner-
8 ship financially interested in the manufacture, transportation or sale of
9 liquor shall furnish, give, rent, lend or sell any equipment or fixtures di-
10 rectly or indirectly, or through a subsidiary or affiliate or by any officer,
11 director or firm member of the industry or otherwise furnish financial aid
12 to any person engaged in the sale of liquor pursuant to this section and no
13 licensee pursuant to this section shall receive or be the beneficiary of any
14 of the benefits hereby prohibited.

15 SECTION 26. That Chapter 9, Title 23, Idaho Code, be, and the same is
16 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
17 ignated as Section 23-918, Idaho Code, and to read as follows:

18 23-918. RESTRICTIONS OF PERSONS INTERESTED IN PREMISES. (1) Except
19 as provided in subsection (2) of this section, no manufacturer, rectifier,
20 wholesaler, stockholder, shareholder, partner or the owner of any other
21 interest in any corporation, association or partnership financially inter-
22 ested in the manufacture, transportation (except public carriers), or sale
23 of liquor shall hold any interest in any premises licensed pursuant to this
24 section for the sale of liquor or receive any rental or remuneration from any
25 such premises.

26 (2) A manufacturer, rectifier, wholesaler, stockholder, shareholder,
27 partner or the owner of any interest in any corporation, association or part-
28 nership financially interested in the manufacture, transportation or sale
29 of liquor may hold interest in a licensed premises if the licensed premises
30 serves food cooked on the site of the licensed premises, and the person or en-
31 tity can show through recordkeeping that no more than fifty percent (50%) of
32 the gross revenue to the licensed premises is derived from the sale of alco-
33 holic beverages on site. The owner of the licensed premises pursuant to this
34 subsection shall comply with and be subject to all other rules, regulations
35 or other provisions of law that apply to manufacturers, rectifiers, whole-
36 salers, stockholders, shareholders, partners or the owners of any interest
37 in any corporation, association or partnership financially interested in
38 the manufacture, transportation or sale of liquor save and except as such
39 rules, regulations or laws may restrict such sales at the licensed premises.
40 The holder of a license pursuant to this section shall not be disqualified
41 from holding a beer license, a retail wine license or wine by the drink li-
42 cense for the sale of beer or wine at the licensed premises on the grounds
43 that the licensee is also a manufacturer, wholesaler, stockholder, share-
44 holder, partner or the owner of any interest in any corporation, association
45 or partnership financially interested in the manufacture, transportation or
46 sale of liquor, beer or wine. This subsection shall not be deemed to grant a
47 license for the retail sale of liquor by the drink, and the license must be
48 obtained through normal lawful means.

1 SECTION 27. That Chapter 9, Title 23, Idaho Code, be, and the same is
2 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
3 ignated as Section 23-919, Idaho Code, and to read as follows:

4 23-919. FORM OF LICENSE -- AUTHORITY -- EXPIRATION -- LIMITATIONS. (1)
5 Every municipal license issued under the provisions of this chapter shall
6 set forth the name of the person to whom it is issued, the location by street
7 and number, or other definite designation of the premises, and such other in-
8 formation as the county or city, if the premises are within an incorporated
9 city, shall deem necessary. If issued to a partnership, the names of the per-
10 sons constituting such partnership shall be set forth in the application.
11 If issued to a corporation or association, the names of the principal offi-
12 cers and the governing board shall be set forth in the application. Such li-
13 cense shall be signed by the licensee and prominently displayed in the place
14 of business at all times.

15 (2) Such municipal license shall be site-specific and not be trans-
16 ferred to any other location or person.

17 (3) Every municipal and state liquor license is separate and distinct
18 and no person except the licensee therein named, except as otherwise pro-
19 vided in this section, shall exercise any of the privileges granted thereun-
20 der. All licenses shall expire at 1:00 a.m. on the first day of the renewal
21 month which shall be determined by rule and shall be subject to annual re-
22 newal upon proper application. Renewal applications for liquor by the drink
23 licenses accompanied by the required fee must be filed on or before the first
24 day of the designated renewal month. Any licensee holding a valid license
25 who fails to file an application for renewal of his current license on or be-
26 fore the first day of the designated renewal month shall have a grace period
27 of an additional thirty-one (31) days in which to file an application for re-
28 newal of the license. The licensee shall not be permitted to sell and dis-
29 pense liquor by the drink at retail during the thirty-one (31) day extended
30 time period unless and until the license is renewed.

31 (4) An application to transfer any state liquor license shall be made to
32 the director. Upon receipt of such an application, the director shall make
33 the same investigation and determinations with respect to the transferee as
34 are required by sections 23-910 and 23-911, Idaho Code, and if the director
35 shall determine that all of the conditions required of a licensee under this
36 chapter have been met by the proposed transferee, then the license shall be
37 endorsed over to the proposed transferee by said licensee for the remainder
38 of the period for which such license has been issued and the director shall
39 issue a license to the transferee.

40 (5) The director, in his discretion, may deny the transfer of a license
41 during the pendency of any proceedings for suspension or revocation that
42 were instituted pursuant to the terms of this chapter.

43 (6) The fee for transferring a state liquor license shall be ten percent
44 (10%) of the purchase price of the state liquor license or the cost of good
45 will, whichever is greater; except no fee shall be collected in the following
46 events:

47 (a) The transfer of a license between husband and wife in the event of a
48 property division;

1 (b) The transfer of a license to a receiver, trustee in bankruptcy or
2 similar person or officer;

3 (c) The transfer of a license to the heirs or personal representative of
4 the estate in the event of the death of the licensee;

5 (d) The transfer of a license arising out of the dissolution of a part-
6 nership where the license is transferred to one (1) or more of the part-
7 ners; or

8 (e) The transfer of a license within a family, whether an individual,
9 partnership or corporation.

10 (7) The fee for transferring a state liquor license for other than a
11 sale shall be fifty percent (50%) of the per annum license fee for state
12 liquor licenses set forth in section 23-913, Idaho Code, except no fee shall
13 be collected for transfers as outlined in subsection (6) of this section.

14 SECTION 28. That Chapter 9, Title 23, Idaho Code, be, and the same is
15 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
16 ignated as Section 23-920, Idaho Code, and to read as follows:

17 23-920. RESTRICTION AGAINST TRANSFER OF STATE LIQUOR LICENSES. (1) No
18 state liquor license shall be transferred, assigned, leased or sold if:

19 (a) The state liquor license when issued was not transferable;

20 (b) The state tax commission has notified the director and the licensee
21 in writing that any tax imposed by chapters 30 and 36, title 63, Idaho
22 Code, interest, penalty, and additional amount, which has accrued as a
23 result of the operation of the licensed premises, has been assessed as
24 that term is described in section 63-3045A, Idaho Code, against the li-
25 censee or any person operating the licensed premises with the permis-
26 sion of the licensee; or

27 (c) The department of labor has notified the director and the licensee
28 in writing that a lien has been filed against the licensee or any person
29 operating the licensed premises with the permission of the licensee, as
30 a result of the operation of the licensed premises securing amounts due
31 pursuant to chapter 13, title 72, Idaho Code.

32 (2) At such time as the state tax commission or the department of la-
33 bor has notified the director and licensee as provided in this section, the
34 license issued for the premises, the operation of which has resulted in the
35 accrual of the tax for which the warrant or lien is outstanding, shall be sub-
36 ject to levy and distraint pursuant to chapter 30, title 63, Idaho Code, or
37 seizure pursuant to section 72-1360A, Idaho Code.

38 SECTION 29. That Chapter 9, Title 23, Idaho Code, be, and the same is
39 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
40 ignated as Section 23-921, Idaho Code, and to read as follows:

41 23-921. SUSPENSION, REVOCATION AND REFUSAL TO RENEW LICENSES. (1) The
42 director may suspend, revoke or refuse to renew a state liquor license for
43 any violation of, or failure to comply with, the provisions of this chapter
44 or rules and regulations promulgated by the director pursuant to the terms
45 and conditions of this chapter. Procedures for the suspension, revocation
46 or refusal to renew licenses issued under this chapter shall be in accordance
47 with the provisions of chapter 52, title 67, Idaho Code.

1 (2) When the director determines to suspend such license, the affected
 2 licensee may petition the director, prior to the effective date of the sus-
 3 pension, requesting that a monetary payment be allowed in lieu of the license
 4 suspension. If the director determines such payment to be consistent with
 5 the purpose of the laws of the state of Idaho and is in the public interest, he
 6 shall establish a monetary payment in an amount not to exceed five thousand
 7 dollars (\$5,000). The licensee may reject the payment amount determined by
 8 the director, and instead be subject to the suspension provisions of subsec-
 9 tion (1) of this section. Upon payment of the amount established, the direc-
 10 tor shall cancel the suspension period. The director shall cause any payment
 11 to be paid to the treasurer of the state of Idaho for disposition consistent
 12 with section 23-923, Idaho Code.

13 (3) The director may adopt guidelines and rules, which shall be avail-
 14 able to licensees and members of the public, stating the minimum and maxi-
 15 mum periods of suspensions or minimum and maximum amounts of monetary pay-
 16 ments the division will consider in lieu of the imposition of suspensions for
 17 particular violations of the provisions of this title. Guidelines and rules
 18 adopted by the division shall not prevent, or be construed to prohibit, the
 19 director from imposing a greater or lesser period of suspension, or imposing
 20 a greater or lesser monetary payment, within the limits established by this
 21 section, based upon aggravated or extenuating circumstances found to exist
 22 by the director.

23 (4) The suspension of a license for the sale of beer or wine shall auto-
 24 matically result in the suspension of any state or municipal license for the
 25 sale of liquor held by the same licensee and issued for the same premises.
 26 Such additional suspension shall be equal in length to and run concurrently
 27 with the period of the original suspension.

28 (5) When a proceeding to revoke or suspend a state liquor license has
 29 been or is about to be instituted, during the time when renewal of such state
 30 liquor license is pending before the director, the director shall renew the
 31 state liquor license notwithstanding the pending proceedings, but such re-
 32 newed state liquor license may be revoked or suspended without hearing if and
 33 when the previous state liquor license is, for any reason, revoked or sus-
 34 pended.

35 SECTION 30. That Chapter 9, Title 23, Idaho Code, be, and the same is
 36 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
 37 ignated as Section 23-921A, Idaho Code, and to read as follows:

38 23-921A. LICENSES -- SUSPENSION OR REVOCATION FOR VIOLATION OF OB-
 39 SCENITY LAWS. In the event of a conviction for a violation of chapter 41,
 40 title 18, Idaho Code, relating to obscenity, by any:

41 (1) Licensee;

42 (2) Agent of licensee; or

43 (3) Employee of licensee if such licensee knew or should have known in
 44 the exercise of reasonable diligence that said employee was violating the
 45 provisions of chapter 41, title 18, Idaho Code.

46 If the violation committed by any of the above occurred on, or in connection
 47 with, premises licensed under this act by such licensee, the director shall
 48 suspend the license of such licensee for a period of six (6) months. If such
 49 licensee, or his agent or employee, has previously been convicted of a viola-

1 tion of chapter 41, title 18, Idaho Code, relating to obscenity, which viola-
2 tion occurred on, or in connection with, the premises licensed under this act
3 by such licensee, the director shall revoke the license of such licensee.

4 SECTION 31. That Chapter 9, Title 23, Idaho Code, be, and the same is
5 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
6 ignated as Section 23-922, Idaho Code, and to read as follows:

7 23-922. SELLING LIQUOR WITHOUT LICENSE -- PENALTY. Any person who
8 sells or keeps for sale any liquor without a license as provided in this act
9 shall be guilty of a felony and upon conviction thereof shall be fined not
10 less than one thousand dollars (\$1,000) nor more than five thousand dollars
11 (\$5,000), or be imprisoned in the state prison for not less than one (1) year
12 nor more than five (5) years, or both such fine and imprisonment.

13 SECTION 32. That Chapter 9, Title 23, Idaho Code, be, and the same is
14 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
15 ignated as Section 23-923, Idaho Code, and to read as follows:

16 23-923. LICENSEES MUST PURCHASE FROM STATE LIQUOR DIVISION --
17 PRICE. All liquor, excluding wine and beer, sold by any licensee shall be
18 purchased from the state liquor division through its regular retail stores
19 and distributors at the posted price thereof, except as provided in section
20 23-917, Idaho Code. The state liquor division is hereby authorized and di-
21 rected to make such sales in accordance with section 23-309, Idaho Code, to
22 be paid at the time of purchase upon a special permit issued to such licensee
23 in such form as shall be prescribed by the state liquor division. The "posted
24 price" as used in this section means the retail price of such liquor as fixed
25 and determined by the state liquor division.

26 SECTION 33. That Chapter 9, Title 23, Idaho Code, be, and the same is
27 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
28 ignated as Section 23-924, Idaho Code, and to read as follows:

29 23-924. OFFICERS MAY EXAMINE PREMISES. (1) The director or his duly
30 authorized representative, the sheriff of any county, or other police offi-
31 cer, shall have the right at any time to make an examination of the premises
32 of any licensee as to whether the laws of the state of Idaho, the rules and
33 regulations of the director, and the ordinances of any county or city are be-
34 ing complied with, and shall also have the right to inspect the cars of any
35 railroad system licensed under this act.

36 (2) Minors may assist with random, unannounced inspections with the
37 written consent of a parent or legal guardian. When assisting with these in-
38 spections, minors shall not provide false identification, nor make any false
39 statements regarding their age.

40 SECTION 34. That Chapter 9, Title 23, Idaho Code, be, and the same is
41 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
42 ignated as Section 23-925, Idaho Code, and to read as follows:

1 23-925. OFFICERS MAY SEIZE ILLEGAL LIQUOR. (1) It shall be unlawful
 2 for any licensee to sell, or keep for sale, or have on his premises for any
 3 purpose whatsoever, any liquor except liquor produced on the premises by
 4 a licensed distiller or purchased as authorized and provided in this sec-
 5 tion, and any licensee found in possession of, selling or keeping for sale
 6 any liquor not purchased as authorized in this section shall be guilty of a
 7 felony and upon conviction thereof shall be fined not less than one thousand
 8 dollars (\$1,000) nor more than five thousand dollars (\$5,000), or by impris-
 9 onment in the state prison for not more than five (5) years, or by both such
 10 fine and imprisonment. Any license issued to such person shall be immedi-
 11 ately and permanently revoked. The amount of liquor to be sold to licensees
 12 pursuant to this section in any city or village shall be determined by the
 13 administrator or other executive officer of the state liquor division, but
 14 such sales shall be regulated so as to maintain adequate stocks of merchan-
 15 dise for sale to persons other than said licensees.

16 (2) The director, or any of his agents, any sheriff, or other police of-
 17 ficer who shall find any liquor kept or held by any person in violation of
 18 the provisions of this act may forthwith seize and remove the same and keep
 19 the same as evidence and, upon conviction of the person for violation of the
 20 provisions of this section, the said liquor, and all packages or receptacles
 21 containing the same, shall be forfeited to the state of Idaho and, in addi-
 22 tion, the person so violating this act shall be subject to the other penal-
 23 ties prescribed in this section.

24 (3) The provisions of this section notwithstanding, common carriers
 25 shall have the right to have in their possession liquors other than those
 26 purchased from the Idaho state liquor division.

27 SECTION 35. That Sections [23-926](#), [23-927](#) and [23-928](#), Idaho Code, be,
 28 and the same are hereby repealed.

29 SECTION 36. That Chapter 9, Title 23, Idaho Code, be, and the same is
 30 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
 31 ignated as Section 23-926, Idaho Code, and to read as follows:

32 23-926. POSTING SIGNS AS TO RESTRICTION. Every licensee referred to in
 33 this title shall keep a sign conspicuously posted over or near each entrance
 34 to any place from which persons less than twenty-one (21) years of age are re-
 35 stricted pursuant to this section giving public notice of such fact. Such
 36 sign shall contain the following words in lettering of at least one (1) inch
 37 in height: "Admittance of persons under twenty-one (21) years of age prohib-
 38 ited by law."

39 SECTION 37. That Chapter 9, Title 23, Idaho Code, be, and the same is
 40 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
 41 ignated as Section 23-927, Idaho Code, and to read as follows:

42 23-927. SALE AWAY FROM LICENSED PREMISES PROHIBITED -- GAMING PROHIB-
 43 ITED. (1) It shall be unlawful for any licensee to sell, give away, dispense,
 44 vend or deliver any liquor in any fashion or by means or device, except upon
 45 the licensed premises, unless permitted pursuant to section 23-928, Idaho
 46 Code, or expressed written permission granted by the director for state

1 liquor licenses or the county or city for municipal licenses in response to
2 damage or destruction that causes the closure of the premises.

3 (2) It shall be unlawful for any licensee granted a license under the
4 authority of this title to permit, conduct, play, carry on, open or cause to
5 be opened any gaming in or on the licensed premises or in or on any premises
6 directly connected by a door, hallway or other means of access from the li-
7 censed premises. Any licensee authorized under the authority of this title
8 and who is also authorized by other Idaho law to conduct the lawful activ-
9 ities of lottery, bingo, raffles and pari-mutuel betting on the licensed
10 premises shall be exempt from the provisions of this subsection as long as
11 the lawful activities are conducted in conformity with statute and rules
12 promulgated pursuant thereto.

13 SECTION 38. That Chapter 9, Title 23, Idaho Code, be, and the same is
14 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
15 ignated as Section 23-928, Idaho Code, and to read as follows:

16 23-928. ALCOHOL BEVERAGE CATERING PERMIT -- APPLICATION. An alcohol
17 beverage catering permit is a permit issued pursuant to this section which
18 authorizes the permittee to serve and sell liquor by the drink, beer and
19 wine, or beer or wine, at a party or convention, for a period of time not
20 to exceed three (3) consecutive days. An alcohol beverage catering permit
21 shall be limited to authorization to sell liquor or beer or wine, or any
22 combination thereof, based upon the type of license that the applicant pos-
23 sesses. Applications for such permit shall be made to the city within which
24 the liquor, beer or wine is to be served, or if not within a city, then to the
25 county, on such form as prescribed by the city or county that shall contain at
26 a minimum, but not limited to, the following information:

27 (1) The name and address of the applicant and the number of his liquor,
28 beer or wine license;

29 (2) The dates and hours during which the permit is to be effective, not
30 to exceed three (3) consecutive days;

31 (3) The names of the organizations, groups or persons sponsoring the
32 event; and

33 (4) The address at which the liquor, beer or wine is to be served and,
34 if a public building, the rooms in which the liquor, beer or wine is to be
35 served.

36 The application shall be verified by the applicant and filed with the
37 appropriate governing body or its designee. A filing fee in the amount of
38 thirty dollars (\$30.00) for each day the permit is to be effective shall be
39 paid to the treasury of the governing body, which fee shall not be refunded in
40 any event. Any alcohol beverage catering permit shall be valid only within
41 the issuing jurisdiction.

42 SECTION 39. That Chapter 9, Title 23, Idaho Code, be, and the same is
43 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
44 ignated as Section 23-929, Idaho Code, and to read as follows:

45 23-929. FILING OF APPLICATION -- APPROVAL. Upon the filing of an ap-
46 plication for an alcohol beverage catering permit, the city council or its
47 designee, or board of county commissioners receiving the application shall,

1 upon the advice and recommendation of the chief of police or sheriff, approve
 2 or disapprove the application and indicate the determination on the face of
 3 the application by endorsement signed by the clerk of the city or county.
 4 Copies of the application with signed endorsements thereon shall be mailed
 5 or delivered immediately to the chief of police or sheriff and the applicant,
 6 and a signed copy shall be retained by the clerk. An application approved in
 7 this manner shall constitute an alcohol beverage catering permit.

8 SECTION 40. That Sections [23-930](#), [23-931](#), [23-932](#), [23-933](#), [23-933A](#),
 9 [23-933B](#), [23-934](#), [23-934A](#), [23-934B](#), [23-934C](#), [23-935](#), [23-936](#), [23-937](#), [23-938](#),
 10 [23-939](#), [23-941](#), [23-942](#), [23-943](#), [23-943A](#), [23-944](#), [23-945](#), [23-946](#), [23-947](#),
 11 [23-948](#), [23-949](#), [23-950](#), [23-951](#), [23-952](#), [23-953](#), [23-954](#), [23-955](#), [23-956](#) and
 12 [23-957](#), Idaho Code, be, and the same are hereby repealed.

13 SECTION 41. That Chapter 9, Title 23, Idaho Code, be, and the same is
 14 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
 15 ignated as Section 23-930, Idaho Code, and to read as follows:

16 23-930. REGULATORY AND PENALTY PROVISIONS APPLICABLE. All of the reg-
 17 ulatory and penal provisions of this title shall apply to the exercise of
 18 alcohol beverage catering permits, including the penalties for violations
 19 thereof, except such provisions declared to be inapplicable to alcohol bev-
 20 erage catering permits by rule; provided however, neither the director nor
 21 any county or city shall have the power to declare inapplicable any of the
 22 provisions of section 23-932, Idaho Code.

23 SECTION 42. That Chapter 9, Title 23, Idaho Code, be, and the same is
 24 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
 25 ignated as Section 23-931, Idaho Code, and to read as follows:

26 23-931. DESTRUCTION OF STAMPS -- SANITARY REQUIREMENTS. It shall be
 27 the duty of any licensee hereunder immediately, upon emptying any liquor
 28 container, to deface, so that the same may not again be used, all government
 29 or state stamps or labels. Any licensed premises shall be maintained in
 30 sanitary condition according to the requirements of the Idaho Code and any
 31 city or county ordinance pertaining thereto, and any such person who fails to
 32 perform the duty provided in this section shall be guilty of a misdemeanor.

33 SECTION 43. That Chapter 9, Title 23, Idaho Code, be, and the same is
 34 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
 35 ignated as Section 23-932, Idaho Code, and to read as follows:

36 23-932. HOURS OF SALE OF LIQUOR. (1) No liquor shall be sold, offered
 37 for sale, or given away upon any licensed premises or under a permit, and all
 38 liquor not in sealed bottles must be locked in a separate room or cabinet dur-
 39 ing the following hours:

40 (a) Sunday, Memorial Day, Thanksgiving and Christmas from 1:00 a.m. to
 41 10:00 a.m. the following day; provided however, that on any Sunday not
 42 otherwise being a prescribed holiday, it shall be lawful for a licensee
 43 having banquet area or meeting room facilities, separate and apart from
 44 the usual dispensing area (barroom) and separate and apart from a normal

1 public dining room unless such dining room is closed to the public, to
2 therein dispense liquor between the hours of 2:00 p.m. and 11:00 p.m.
3 to bona fide participants of banquets, receptions or conventions for
4 consumption only within the confines of such banquet area or meeting
5 room facility;

6 (b) On any other day between 1:00 a.m. and 10:00 a.m.; or

7 (c) When any city or county has any ordinance further limiting the hours
8 of sale of liquor by the drink, then such hours shall be fixed by such
9 ordinance.

10 (2) A county or city may, however, by ordinance, allow the sale of
11 liquor by the drink on a Sunday, Memorial Day and Thanksgiving, and may also
12 extend until 2:00 a.m. the hours of the sale of liquor by the drink.

13 (3) Any patron present on the licensed premises after the sale of liquor
14 has stopped as provided in subsections (1) and (2) of this section shall have
15 a reasonable time, not to exceed thirty (30) minutes, to consume any bever-
16 ages already served.

17 (4) Any person who consumes or intentionally permits the consumption of
18 any alcoholic beverage upon licensed premises after the time provided for in
19 subsection (3) of this section shall be guilty of a misdemeanor.

20 (5) It shall be the duty of every person who is employed at or on a li-
21 censed premises or who owns or manages a licensed premises and is present on
22 the licensed premises, during the hours and at the time set forth in subsec-
23 tions (1) and (2) of this section, to lock up and keep locked up in a locked
24 room or locked cabinet all unsealed containers of liquor during the hours and
25 at the times set forth in subsections (1) and (2) of this section, and any
26 such person who fails to perform the duty provided in this section shall be
27 guilty of a misdemeanor.

28 SECTION 44. That Chapter 9, Title 23, Idaho Code, be, and the same is
29 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
30 ignated as Section 23-933, Idaho Code, and to read as follows:

31 23-933. DUTY OF PUBLIC OFFICERS. It is hereby made the duty of the di-
32 rector, prosecuting attorneys, sheriffs and peace officers of the counties
33 or incorporated cities, knowing of any violation of this act, to make com-
34 plaint before the proper tribunal and perform the duties of their offices
35 with respect to the prosecution and conviction of such offenders. Any such
36 officer knowingly refusing to inform against or prosecute any offender under
37 the provisions of this act shall be subject to action against him as provided
38 in chapter 41, title 19, Idaho Code.

39 SECTION 45. That Sections [23-1020](#) and [23-1022](#), Idaho Code, be, and the
40 same are hereby repealed.

41 SECTION 46. That Title 23, Idaho Code, be, and the same is hereby
42 amended by the addition thereto of a NEW CHAPTER, to be known and designated
43 as Chapter 12, Title 23, Idaho Code, and to read as follows:

44 CHAPTER 12
45 CLERK AND SERVER TRAINING

1 23-1201. DEFINITIONS. The following words and phrases used in this
2 chapter shall be given the following interpretation:

3 (1) "Alcoholic beverage" or "alcohol beverage" means any beverage con-
4 taining alcohol which is a product of distillation of any fermented liquor or
5 synthetic ethyl alcohol, including, but not limited to, beer, wine, spirits
6 or any liquid containing beer, wine or spirits.

7 (2) "Approved alcohol training program" means a program that is de-
8 signed to educate clerks or servers of alcohol on laws and rules regarding
9 the sale and service of alcoholic beverages, the effects of alcohol on the
10 human body, methods of identifying intoxicated persons and refusing to sell
11 or serve alcohol to those persons, and methods for checking and identifying
12 legal identification, and is either approved by the director or listed in
13 section 23-1202, Idaho Code.

14 (3) "Clerk" means an individual who, as an employee of a grocery store,
15 convenience store, or general retail outlet, can legally sell alcoholic bev-
16 erages for consumption off-premises.

17 (4) "Director" means the director of the Idaho state police.

18 (5) "Licensee" means the person to whom a beer, wine or municipal or
19 state liquor by the drink license is issued under the provisions of law.

20 (6) "Off-premises retailer" means any place alcoholic beverages are
21 sold but cannot be consumed on the premises. Off-premises retailers in-
22 clude, but are not limited to, grocery stores, convenience stores and
23 general retail outlets.

24 (7) "Premises" means the building and contiguous property owned,
25 leased or used by a licensee as part of the business establishment for the
26 sale of alcoholic beverages at retail.

27 (8) "Server" means any person serving or selling any alcoholic bever-
28 ages, including spirits, wine or beer for consumption on a licensed premises
29 as a requirement of employment, and any person managing those employees.
30 Servers include, but are not limited to, waiters, waitresses, bartenders,
31 and managers of waiters, waitresses and bartenders.

32 23-1202. APPROVED TRAINING. (1) Only the alcohol training programs
33 listed in this section or equivalent programs as approved by the director
34 will be recognized as complying with the provisions of this chapter.

35 (2) Approved alcohol training programs must include an examination
36 covering the following topics: monitoring a patron's behavior, recogniz-
37 ing intoxicated patrons, checking identification, recognizing false and
38 altered identification, providing alternatives to alcoholic beverages,
39 problem-solving in dealing with intoxicated or belligerent patrons and fa-
40 miliarity with Idaho laws and rules pertaining to alcoholic beverages.

41 (3) "ServSafe alcohol" programs of the national restaurant association
42 are found to comply with the requirements of this chapter.

43 (4) "Training for intervention procedures" (TIPS) programs of health
44 communications, inc. are found to comply with the requirements of this chap-
45 ter.

46 23-1203. MANDATORY TRAINING -- ON-PREMISES SALES. (1) Any person em-
47 ployed as a server on the effective date of this chapter must complete an ap-
48 proved alcohol training program within one hundred twenty (120) days of the

1 effective date of this chapter or be able to provide proof that they have re-
 2 ceived a current valid certificate from an approved training program within
 3 the past three (3) years.

4 (2) Any person who is hired after the effective date of this chapter as a
 5 server shall complete an approved alcohol training program within sixty (60)
 6 days.

7 (3) The licensee shall ensure that each server employed on the premises
 8 is trained or completes an approved alcohol training program in the appro-
 9 priate time frame pursuant to this section and maintains documentation of
 10 such training, and provides such documentation at the request of the direc-
 11 tor.

12 23-1204. VOLUNTARY TRAINING -- OFF-PREMISES RETAILER. (1) Any per-
 13 son employed as a clerk on or after the effective date of this act for
 14 off-premises sales pursuant to the provisions of this title is encouraged to
 15 complete an approved alcohol training program outlined in section 23-1202,
 16 Idaho Code.

17 (2) The clerk shall maintain documentation of such training, and pro-
 18 vide such documentation at the request of the director.

19 23-1205. ENFORCEMENT. (1) Any server who violates section 23-1203
 20 Idaho Code, shall be subject to an administrative fine imposed by the direc-
 21 tor not to exceed five hundred dollars (\$500) plus costs of prosecution and
 22 administrative costs of bringing the action including, but not limited to,
 23 attorney's costs and fees and costs of hearing transcripts.

24 (2) Any licensee who violates section 23-1203(3), Idaho Code, shall
 25 be subject to an administrative fine imposed by the director not to exceed
 26 one thousand dollars (\$1,000) plus costs of prosecution and administrative
 27 costs of bringing the action including, but not limited to, attorney's costs
 28 and fees and costs of hearing transcripts.

29 (3) Nothing in this section shall be construed as barring criminal
 30 prosecutions for violations of this title where such violations are deemed
 31 criminal offenses.

32 (4) All final decisions by the director shall be subject to judicial re-
 33 view pursuant to the procedures of the administrative procedure act.

34 SECTION 47. That Chapter 13, Title 23, Idaho Code, be, and the same is
 35 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
 36 ignated as Section 23-1304A, Idaho Code, and to read as follows:

37 23-1304A. CERTIFICATION OF ELECTION RESULTS OR COUNTY RESOLUTION TO
 38 DIRECTOR. (1) In the event that the board of county commissioners has, by
 39 resolution pursuant to section 23-1304, Idaho Code, provided that the re-
 40 tail sale of table wine or dessert wine shall be permitted within the county,
 41 certification of such resolution shall be made to the director, in addition
 42 to the certification to the director, and a retail wine license shall there-
 43 after be issued for premises within such county as long as such resolution
 44 remains in effect.

45 (2) In the event an election is held pursuant to section 23-1304, Idaho
 46 Code, upon a canvass of the votes cast, the county recorder shall certify,

1 in addition to the certification to the director, the result thereof to the
2 director.

3 (3) The last resolution adopted prior to the effective date of this
4 act pursuant to section 23-1304(a), Idaho Code, which has not been revoked,
5 shall continue to have the effect resulting from said resolution, unless
6 subsequently amended or revoked. The results of the last election held
7 pursuant to section 23-1304(b), Idaho Code, or on the written petition of
8 registered electors pursuant thereto, prior to the effective date of this
9 act, shall have the effect resulting from the canvass of votes at said elec-
10 tion, unless or until an election or subsequent resolution changes such
11 result subsequent to the effective date of this act.

12 SECTION 48. That Section 23-1331, Idaho Code, be, and the same is hereby
13 amended to read as follows:

14 23-1331. SUSPENSION, REVOCATION, AND REFUSAL TO RENEW LICENSES AND
15 PERMITS -- MONETARY PENALTY. (1) The director may suspend, revoke, or refuse
16 to renew a retail wine license, wine by the drink license, wine distributor's
17 license, wine importer's license, winery license, wine direct shipper's
18 permit or vintner's license issued pursuant to the terms of this chapter for
19 any violation of or failure to comply with the provisions of this chapter or
20 rules and regulations promulgated by the director or the state tax commis-
21 sion pursuant to the terms and conditions of this chapter. Manufacturing
22 or bottling functions of a winery shall not be subject to suspension, re-
23 vocation or nonrenewal of a license, except for violations of law directly
24 related to the manufacturing or bottling activities of the winery. Proce-
25 dures for the suspension, revocation or refusal to grant or renew licenses
26 issued under this chapter shall be in accordance with the provisions of chap-
27 ter 52, title 67, Idaho Code.

28 (2) When the director determines to suspend such license, the affected
29 licensee may petition the director prior to the effective date of the sus-
30 pension requesting that a monetary payment be allowed in lieu of the license
31 suspension. If the director determines such payment to be consistent with
32 the purpose of the laws of the state of Idaho and is in the public interest, he
33 shall establish a monetary payment in an amount not to exceed five thousand
34 dollars (\$5,000). The licensee may reject the payment amount determined by
35 the director, and instead be subject to the suspension provisions of subsec-
36 tion (1) of this section. Upon payment of the amount established, the direc-
37 tor shall cancel the suspension period. The director shall cause any payment
38 to be paid to the treasurer of the state of Idaho for credit to the state's
39 general account in the state operating fund.

40 (3) The suspension of a license for the sale of liquor or beer shall au-
41 tomatically result in the suspension of any license for the sale of wine held
42 by the same licensee and issued for the same premises or location. Such ad-
43 ditional suspension shall be equal in length to and run concurrently with the
44 period of the original suspension.

45 (4) The director shall adopt and utilize guidelines and rules, which
46 shall be available to licensees and members of the public, stating general
47 policies of the division concerning minimum and maximum periods of suspen-
48 sions or minimum and maximum amounts for monetary payments that the division
49 will consider in lieu of the imposition of suspensions for particular viola-

1 tions of the provisions of this title. Guidelines and rules adopted by the
 2 division, as provided in this section, shall not prevent or be construed to
 3 prohibit the director from imposing a greater or lesser period of suspen-
 4 sion, or imposing a greater or lesser monetary payment, within the limits
 5 established by this section, based upon aggravated or extenuating circum-
 6 stances found to exist by the director.

7 (5) When a proceeding to revoke or suspend a license has been or is about
 8 to be instituted, during the time a renewal application of such license is
 9 pending before the director, the director shall renew the license notwith-
 10 standing the pending proceedings, but such renewed license may be revoked or
 11 suspended without hearing if and when the previous license is, for any rea-
 12 son, revoked or suspended.

13 SECTION 49. That Section [23-1335](#), Idaho Code, be, and the same is hereby
 14 repealed.

15 SECTION 50. That Section 18-7803, Idaho Code, be, and the same is hereby
 16 amended to read as follows:

17 18-7803. DEFINITIONS. As used in this chapter, (a) "Racketeering"
 18 means any act which is chargeable or indictable under the following sections
 19 of the Idaho Code or which are equivalent acts chargeable or indictable as
 20 equivalent crimes under the laws of any other jurisdiction:

21 (1) Homicide (section 18-4001, Idaho Code);

22 (2) Robbery, burglary, theft, forgery, counterfeiting, and related
 23 crimes (sections 18-1401, 18-1405, 18-2403, 18-2407, 18-3123, 18-3124,
 24 18-3125, 18-3601, 18-3602, 18-3603, 18-3605, 18-3606, 18-3607,
 25 18-3609, 18-3610, 18-3614, 18-3615, 18-4630, 18-6501 and 49-518, Idaho
 26 Code);

27 (3) Kidnapping (section 18-4501, Idaho Code);

28 (4) Prostitution (sections 18-5601, 18-5602, 18-5603, 18-5604,
 29 18-5605, 18-5606, 18-5608 and 18-5609, Idaho Code);

30 (5) Arson (sections 18-801, 18-802, 18-803, 18-804 and 18-805, Idaho
 31 Code);

32 (6) Assault (sections 18-908 and 18-4015, Idaho Code);

33 (7) Lotteries and gambling (sections 18-3801, 18-3802, 18-3809,
 34 18-4902, 18-4903, 18-4904, 18-4905, 18-4906 and 18-4908, Idaho Code);

35 (8) Indecency and obscenity (sections 18-1515, 18-1518, 18-4103,
 36 18-4103A, 18-4104, 18-4105, 18-4105A and 18-4107, Idaho Code);

37 (9) Poisoning (sections 18-4014 and 18-5501, Idaho Code);

38 (10) Fraudulent practices, false pretenses, insurance fraud, finan-
 39 cial transaction card crimes and fraud generally (sections 18-2403,
 40 18-2706, 18-3002, 18-3101, 18-3124, 18-3125, 18-3126, 18-6713, 41-293,
 41 41-294 and 41-1306, Idaho Code);

42 (11) Alcoholic beverages (sections 23-602, 23-606, 23-610, 23-703,
 43 ~~23-905~~10, 23-922, ~~23-914~~23, and 23-928~~7~~, ~~23-934~~ and 23-938, Idaho
 44 Code);

45 (12) Cigarette taxes (sections 63-2505 and 63-2512(b), Idaho Code);

46 (13) Securities (sections 30-14-401, 30-14-402, 30-14-403, 30-14-404,
 47 30-14-501, 30-14-502, 30-14-505 and 30-14-506, Idaho Code);

48 (14) Horseracing (section 54-2512, Idaho Code);

- 1 (15) Interest and usurious practices (sections 28-45-401 and 28-45-
2 402, Idaho Code);
- 3 (16) Corporations (sections 18-1901, 18-1902, 18-1903, 18-1904,
4 18-1905, 18-1906 and 30-1510, Idaho Code);
- 5 (17) Perjury (sections 18-5401 and 18-5410, Idaho Code);
- 6 (18) Bribery and corrupt influence (sections 18-1352 and 18-1353, Idaho
7 Code);
- 8 (19) Controlled substances (sections 37-2732(a), (b), (c), (e) and (f),
9 37-2732B, 37-2734 and 37-2734B, Idaho Code);
- 10 (20) Motor vehicles (sections 49-228, 49-231, 49-232 and 49-518, Idaho
11 Code);
- 12 (21) Terrorism (section 18-8103, Idaho Code).
- 13 (b) "Person" means any individual or entity capable of holding a legal
14 or beneficial interest in property;
- 15 (c) "Enterprise" means any sole proprietorship, partnership, corpora-
16 tion, business, labor union, association or other legal entity or any group
17 of individuals associated in fact although not a legal entity, and includes
18 illicit as well as licit entities; and
- 19 (d) "Pattern of racketeering activity" means engaging in at least two
20 (2) incidents of racketeering conduct that have the same or similar in-
21 tents, results, accomplices, victims or methods of commission, or otherwise
22 are interrelated by distinguishing characteristics and are not isolated
23 incidents, provided at least one (1) of such incidents occurred after the ef-
24 fective date of this act and that the last of such incidents occurred within
25 five (5) years after a prior incident of racketeering conduct.

26 SECTION 51. That Section 23-1312, Idaho Code, be, and the same is hereby
27 amended to read as follows:

28 23-1312. BY THE DRINK LIQUOR RETAILERS MAY PURCHASE FROM DISTRIBUTU-
29 TORS. Any law to the contrary notwithstanding, including but not limited to
30 section 23-91423, Idaho Code, the holder of a license for the retail sale of
31 liquor by the drink as defined in chapter 9, title 23, Idaho Code, is hereby
32 authorized to purchase wine from persons holding valid wine distributor's
33 licenses.

34 SECTION 52. That Section 23-1406, Idaho Code, be, and the same is hereby
35 amended to read as follows:

36 23-1406. STORAGE AND RESTOCKING. (1) All alcoholic beverages, which
37 are used to restock and replenish a facility's hospitality cabinets, shall
38 be kept locked in a separate, secure room or cabinet, except when the hospi-
39 tality cabinets are being restocked and replenished.

40 (2) The hospitality cabinets can be restocked and replenished with al-
41 coholic beverages only during those hours when liquor can be sold as provided
42 in section 23-92732, Idaho Code.

43 SECTION 53. That Section 39-5502, Idaho Code, be, and the same is hereby
44 amended to read as follows:

45 39-5502. DEFINITIONS. As used in this chapter:

1 (1) "Auditorium" means a public building where an audience sits and any
2 corridors, hallways or lobbies adjacent thereto.

3 (2) "Bar" means any indoor area open to the public operated primarily
4 for the sale and service of alcoholic beverages for on-premises consumption
5 and where: (a) the service of food is incidental to the consumption of such
6 beverages, or (b) no person under the age of twenty-one (21) years is per-
7 mitted except as provided in section 23-943604, Idaho Code, as it pertains
8 to employees, musicians and singers, and all public entrances are clearly
9 posted with signs warning patrons that it is a smoking facility and that per-
10 sons under twenty-one (21) years of age are not permitted. "Bar" does not in-
11 clude any area within a restaurant.

12 (3) "Employer" means any person, partnership, limited liability com-
13 pany, association, corporation or nonprofit entity that employs one (1) or
14 more persons, including the legislative, executive and judicial branches of
15 state government; any county, city, or any other political subdivision of
16 the state; or any other separate unit of state or local government.

17 (4) "Indoor shopping mall" means an indoor facility located at least
18 fifty (50) feet from any public street or highway and housing no less than ten
19 (10) retail establishments.

20 (5) "Public meeting" means all meetings open to the public.

21 (6) "Public place" means any enclosed indoor place of business, com-
22 merce, banking, financial service or other service-related activity,
23 whether publicly or privately owned and whether operated for profit or not,
24 to which persons not employed at the public place have general and regular
25 access or which the public uses including:

26 (a) Buildings, offices, shops or restrooms;

27 (b) Waiting rooms for means of transportation or common carriers;

28 (c) Restaurants;

29 (d) Theaters, auditoriums, museums or art galleries;

30 (e) Hospitals, libraries, indoor shopping malls, indoor sports arenas,
31 concert halls, or airport passenger terminals, and within twenty (20)
32 feet of public entrances and exits to such facilities;

33 (f) Public or private elementary or secondary school buildings and ed-
34 ucational facilities and within twenty (20) feet of entrances and exits
35 of such buildings or facilities;

36 (g) Retail stores, grocery stores or arcades;

37 (h) Barbershops, hair salons or laundromats;

38 (i) Sports or fitness facilities;

39 (j) Common areas of nursing homes, resorts, hotels, motels, bed and
40 breakfast lodging facilities and other similar lodging facilities, in-
41 cluding lobbies, hallways, restaurants and other designated dining ar-
42 eas and restrooms of any of these;

43 (k) Any child care facility subject to licensure under the laws of
44 Idaho, including those operated in private homes, when any child cared
45 for under that license is present;

46 (l) Public means of mass transportation including vans, trains, taxi-
47 cabs and limousines when passengers are present; and

48 (m) Any public place not exempted by section 39-5503, Idaho Code.

49 (7) "Publicly-owned building or office" means any enclosed indoor
50 place or portion of a place owned, leased or rented by any state, county or

1 municipal government, or by any agency supported by appropriation of, or
 2 by contracts or grants from, funds derived from the collection of federal,
 3 state, municipal or county taxes.

4 (8) "Restaurant" means an eating establishment including, but not
 5 limited to, coffee shops, cafes, cafeterias, and private and public school
 6 cafeterias, which gives or offers for sale food to the public, guests, or
 7 employees, as well as kitchens and catering facilities in which food is pre-
 8 pared on the premises for serving elsewhere. The term "restaurant" shall
 9 include a bar area within a restaurant.

10 (9) "Smoking" includes the possession of any lighted tobacco product in
 11 any form.

12 (10) "Smoking area" means a designated area in which smoking is permit-
 13 ted.

14 SECTION 54. That Section 49-307, Idaho Code, be, and the same is hereby
 15 amended to read as follows:

16 49-307. CLASS D DRIVER'S TRAINING INSTRUCTION PERMIT -- CLASS D SU-
 17 PERVISED INSTRUCTION PERMIT -- APPLICATION FOR A CLASS D DRIVER'S LICENSE
 18 -- RESTRICTIONS ON CLASS D DRIVER'S LICENSE. (1) No enrollee of any class D
 19 driver's training course shall be allowed to attend classes or participate
 20 in driving instruction unless he has obtained a class D driver's training in-
 21 struction permit, or a class D instruction permit as provided in subsection
 22 (4) of this section.

23 (2) Every enrollee of a class D driver's training course shall pay a
 24 nonrefundable fee of fifteen dollars (\$15.00). Five dollars (\$5.00) of each
 25 fee so imposed shall be deposited in the state highway account, five dollars
 26 (\$5.00) shall be deposited in the county current expense fund, and five dol-
 27 lars (\$5.00) shall be:

28 (a) Deposited in the driver training account if the person is taking
 29 driver's training from a public school; or

30 (b) Paid to the bureau of occupational licenses and deposited in the
 31 state treasury to the credit of the occupational licenses ~~fund~~ account
 32 if the person is taking driver's training from a private driver's train-
 33 ing program. The amount to be remitted to the bureau of occupational
 34 licenses shall be annually calculated and paid. To calculate such
 35 amount, the total number of public driver's training students as sub-
 36 mitted to the state department of education shall be subtracted from the
 37 total number of permits sold as reported by the Idaho transportation de-
 38 partment, and the resulting number shall be multiplied by five dollars
 39 (\$5.00).

40 (3) Each enrollee of a class D driver's training course shall provide
 41 the type of information required for a driver's license or instruction per-
 42 mit. If an enrollee of a class D driver's training course cannot provide a
 43 certified copy of his birth certificate at the time of application for a per-
 44 mit, the department may issue a class D driver's training instruction permit
 45 or a class D instruction permit upon receipt of identification acceptable
 46 to the department. The certified copy of an applicant's birth certificate
 47 shall be required before a class D driver's license will be issued.

48 (4) The class D driver's training instruction permit shall expire five
 49 (5) days after the permittee's eighteenth birthday for permittees fourteen

1 and one-half (14 1/2) years of age through seventeen and one-half (17 1/2)
2 years of age. The class D driver's training instruction permit shall ex-
3 pire one hundred eighty (180) days from the date of issue for persons sev-
4 enteen and one-half (17 1/2) years of age or older. Persons aged seventeen
5 (17) years or older may attend classes or participate in driver's training
6 instruction while operating with a class D instruction permit or a class D
7 driver's training instruction permit.

8 (5) The class D driver's training instruction permit shall be issued to
9 the instructor of the course.

10 (6) Class D supervised instruction permit.

11 (a) Upon successful completion of the class D driver's training course,
12 the driver's training instructor shall submit the student log to the
13 county driver's license office and give the class D driver's training
14 instruction permit to the parent or legal guardian of the permittee, and
15 the parent or legal guardian shall assume responsibility for ensuring
16 that the permittee complies with the requirements of operating a vehi-
17 cle with a class D supervised instruction permit. The class D driver's
18 training instruction permit shall then serve as a class D supervised
19 instruction permit.

20 (b) In the event the permittee reaches the age of seventeen (17) years
21 while operating a class D vehicle with a class D supervised instruction
22 permit, the supervised instruction permit shall become a class D in-
23 struction permit.

24 (7) No permittee may apply for a class D driver's license sooner than
25 fifteen (15) years of age and no sooner than six (6) months after completing a
26 class D driver's training course, during which time the permittee shall sat-
27 isfy all requirements for operation of a class D vehicle with a class D super-
28 vised instruction permit as follows:

29 (a) The permittee shall not operate a vehicle unless he is accompanied
30 by a driver who holds a valid driver's license, is twenty-one (21) years
31 of age or older, and who is actually occupying a seat beside the permit-
32 tee driver. The supervising driver and the permittee shall be the only
33 occupants of the front passenger section of the vehicle.

34 (b) Over a period of time not less than six (6) months, the permittee
35 shall accumulate at least fifty (50) hours of supervised driving time,
36 ten (10) hours of which shall be during hours of darkness.

37 (c) The permit shall be in the permittee's immediate possession at all
38 times while operating a vehicle.

39 (d) In addition to the permittee driver and the supervising driver, all
40 other occupants of the vehicle shall wear a seat belt or be restrained by
41 child passenger restraints as required by law.

42 (e) The permittee is subject to the provisions of sections 18-1502 and
43 18-8004, Idaho Code, relating to violation of age restrictions on con-
44 sumption of beer, wine, and alcohol and driving under the influence of
45 alcohol, drugs or any other intoxicating substances, respectively.

46 (f) The permittee shall not have been convicted of any moving traffic
47 violation, or have had driving privileges suspended by the department
48 or the court for any offense, or found to be in violation of any of the
49 restrictions on the class D supervised instruction permit, for a period
50 of at least six (6) months from the date the driver's training instruc-

1 tor gave the permit to the parent or legal guardian, or from the date a
 2 canceled class D supervised instruction permit was reissued, or until
 3 the permittee reaches seventeen (17) years of age.

4 (g) If the permittee is under seventeen (17) years of age and is con-
 5 victed of a violation of any traffic law, or section 18-1502, 18-8004 or
 6 23-~~949~~604, Idaho Code, or is found to be in violation of any of the re-
 7 strictions on the class D supervised instruction permit, the department
 8 shall cancel the class D supervised instruction permit, and the cancel-
 9 lation shall not be used to establish rates of motor vehicle insurance
 10 charged by a casualty insurer. If the permittee is under seventeen (17)
 11 years of age, the permittee may reapply for and be issued a new class D
 12 supervised instruction permit upon payment of the appropriate fee, and
 13 shall again be required to operate with the class D supervised instruc-
 14 tion permit for at least six (6) months from the date of reissue with-
 15 out a conviction or suspension, accumulate the required hours of driv-
 16 ing time and adhere to the requirements as specified in paragraphs (a)
 17 through (f) of this subsection.

18 (8) Upon completion of the requirements in subsection (7) of this sec-
 19 tion, the permittee shall take the knowledge test and skills test adminis-
 20 tered by a person certified by the Idaho transportation department to admin-
 21 ister knowledge and skills tests.

22 (9) Upon passage of the knowledge and skills tests, the permittee may
 23 apply for a class D driver's license with driving privileges restricted to
 24 daylight hours for persons under sixteen (16) years of age, and with full
 25 privileges at sixteen (16) years of age or older. Provided however, the re-
 26 striction on daylight hours only driving privileges for persons under six-
 27 teen (16) years of age shall not apply if:

28 (a) The person under sixteen (16) years of age has a valid class D
 29 driver's license; and

30 (b) The person is accompanied by a driver who holds a valid driver's
 31 license and is twenty-one (21) years of age or older and is actually oc-
 32 cupping a seat beside the licensee who is under sixteen (16) years of
 33 age; and

34 (c) The two (2) licensed drivers are the only occupants of the front
 35 passenger section of the vehicle.

36 The restriction of daylight hours only shall mean that period of time one-
 37 half (1/2) hour before sunrise to one-half (1/2) hour after sunset.

38 (10) Upon passage of the knowledge and skills tests, the permittee may
 39 apply for a class D driver's license. Any such licensee who is under the age
 40 of seventeen (17) years shall be required, during the first six (6) months
 41 from the date of issue of the class D driver's license, to limit the number
 42 of passengers in the vehicle who are under the age of seventeen (17) years to
 43 not more than one (1) such passenger. Provided however, the limit of one (1)
 44 passenger under the age of seventeen (17) years shall not apply to passengers
 45 who are related to the driver by blood, adoption or marriage.

46 SECTION 55. That Section 67-7446, Idaho Code, be, and the same is hereby
 47 amended to read as follows:

48 67-7446. RESTRICTIONS. Notwithstanding the provisions of section
 49 23-~~928~~27, Idaho Code, nothing in that section shall be construed to autho-

1 rize any form of games of chance or private lotteries, except as may be autho-
2 rized expressly by this chapter in accordance with the Idaho Constitution.

3 SECTION 56. That Section 18-1502, Idaho Code, be, and the same is hereby
4 amended to read as follows:

5 18-1502. BEER, WINE OR OTHER ALCOHOL AGE VIOLATIONS -- FINES. (a) Ex-
6 cept as provided in subsection (e) of this section, whenever a person is in
7 violation, on the basis of his age, of any federal, state, or municipal law or
8 ordinance pertaining to the use, possession, procurement, or attempted pro-
9 curement, or dispensing of any beer, wine or other alcoholic beverage prod-
10 uct, the violation shall constitute a misdemeanor.

11 (b) (1) Every person convicted of an infraction under this section shall
12 be punished by a fine of three hundred dollars (\$300).

13 (2) Every person convicted of a misdemeanor under this section shall be
14 punished by a fine of not more than two thousand dollars (\$2,000), or up
15 to thirty (30) days in jail or both. The third and subsequent conviction
16 under this section shall be punished by a fine of not more than three
17 thousand dollars (\$3,000), or up to sixty (60) days in jail or both.

18 (c) A conviction under this section shall not be used or considered in
19 any manner for purposes of motor vehicle insurance.

20 (d) Whenever a person pleads guilty or is found guilty of violating any
21 law pertaining to the possession, use, procurement, attempted procurement
22 or dispensing of any beer, wine, or other alcoholic beverage, and such person
23 was under twenty-one (21) years of age at the time of such violation, then in
24 addition to the penalties provided in subsection (b) of this section:

25 (1) Upon a misdemeanor conviction, the court shall suspend the person's
26 driving privileges for a period of not more than one (1) year. The per-
27 son may request restricted driving privileges during the period of sus-
28 pension, which the court may allow, if the person shows by a preponder-
29 ance of the evidence that driving privileges are necessary as deemed ap-
30 propriate by the court.

31 (2) If the person's driving privileges have been previously suspended
32 under this section, the court shall suspend the person's driving priv-
33 ileges for a period of not more than two (2) years. The person may re-
34 quest restricted driving privileges during the period of suspension,
35 which the court may allow, if the person shows by a preponderance of the
36 evidence that driving privileges are necessary as deemed appropriate by
37 the court.

38 (3) The person shall surrender his license or permit to the court.

39 (4) The court shall notify the motor vehicle division of the Idaho
40 transportation department of all orders of suspension it issues pur-
41 suant to this section.

42 (5) The court, in its discretion, may also order the person to undergo
43 and complete an alcohol evaluation and to complete an alcohol treatment
44 or education program in the same manner that persons sentenced pursuant
45 to section 18-8005, Idaho Code, are required to undergo and complete.

46 (6) A person who has been found guilty of only one (1) violation of this
47 section or section 23-604, Idaho Code, and does not have any alcohol
48 or drug related findings of guilt, in this state or any state, within
49 five (5) years of the commission of a violation of this section or sec-

1 tion 23-604, Idaho Code, shall have such finding completely vacated
2 and sealed by the court. The person shall have the responsibility for
3 initiating this process, and the court shall provide a form for the
4 convicted person to use. No fee shall be charged by the court for this
5 process.

6 (e) (1) For the purposes of alcohol age violations under this section,
7 the following violations shall constitute infractions:

- 8 (i) A first violation of section 23-604, Idaho Code; and
- 9 (ii) ~~A first violation of section 23-949, Idaho Code; and~~
- 10 ~~(iii)~~ A first violation of section 23-505(1) and (2), Idaho Code,
11 when an individual is not in actual physical control of the vehi-
12 cle.

13 (2) Violations under this subsection that occur following the effec-
14 tive date of this act that constitute misdemeanors under subsection
15 (b) (2) of this section, shall begin as a first misdemeanor.

16 SECTION 57. That Section 23-604A, Idaho Code, be, and the same is hereby
17 amended to read as follows:

18 23-604A. MINORS -- LIMITED USE IMMUNITY. (1) Any person under twenty-
19 one (21) years of age who, acting in good faith and for a medical emergency:

- 20 (a) Is a person seeking or needs emergency medical assistance for him-
21 self or others;
- 22 (b) Remains on the scene until emergency medical assistance or law en-
23 forcement officers arrive; and
- 24 (c) Cooperates with emergency medical assistance and law enforcement
25 personnel at the scene;

26 shall have limited use immunity such that evidence obtained solely as a
27 result of the person having sought, received or rendered emergency medical
28 services as set forth in this section may not be used against the person for
29 any violation of section 23-604 ~~or 23-949~~, Idaho Code, for consuming or pos-
30 ssuming an alcoholic beverage.

31 (2) The provisions of this section shall have no applicability to the
32 prosecution of any criminal charges other than the consumption or possession
33 of an alcoholic beverage by a person under twenty-one (21) years of age un-
34 der section 23-604 ~~or 23-949~~, Idaho Code, and shall not prevent a prosecution
35 based on evidence not obtained as described in subsection (1) of this sec-
36 tion.

37 SECTION 58. That Section 31-3201, Idaho Code, be, and the same is hereby
38 amended to read as follows:

39 31-3201. CLERK OF DISTRICT COURT -- FEES. (1) The clerk of the district
40 court shall lawfully charge, demand and receive the following fees for ser-
41 vices rendered by him in discharging the duties imposed upon him by law:

- 42 For filing and docketing abstract or transcript of judgment from an-
43 other court\$2.00
- 44 For issuing execution upon an abstract or transcript of judgment and
45 filing same on return\$2.00
- 46 For recording execution issued upon abstract or transcript of judgment,
47 per page\$2.00

1 For taking affidavits, including jurat\$1.00
 2 For taking acknowledgments, including seal\$1.00
 3 For filing and indexing designation of agent of foreign corporation ...
 4\$2.00
 5 For filing and indexing notarial statement\$2.00
 6 For making copy of any file or record, by the clerk, the clerk shall
 7 charge and receive, per page\$1.00
 8 For comparing and conforming a prepared copy of any file or record, the
 9 clerk shall charge and receive, per page \$.50
 10 For certifying the same an additional fee for certificate and seal
 11\$1.00
 12 For all services not herein enumerated, and of him lawfully required,
 13 the clerk of the district court shall demand and receive such fees as are
 14 herein allowed for similar services.

15 (2) All fees collected under the provisions of this section shall be
 16 paid over to the county treasurer, at the same time and in the same manner as
 17 other fees.

18 (3) In addition to all other fines, forfeitures and costs levied by the
 19 court, the clerk of the district court shall collect ten dollars (\$10.00) as
 20 an administrative surcharge fee on each criminal case, including an infrac-
 21 tion under section 18-8001 or 49-301, Idaho Code, a first-time infraction
 22 under section 23-604 ~~or 23-949~~, Idaho Code, and five dollars (\$5.00) on other
 23 infractions to be paid over to the county treasurer at the same time and in
 24 the same manner as other fees, for the support of the county justice fund,
 25 or the current expense fund if no county justice fund has been established,
 26 and shall collect ten dollars (\$10.00) as an administrative surcharge fee on
 27 each civil case, including each appeal, to be paid over to the county trea-
 28 surer for the support of the county court facilities fund, or to the district
 29 court fund if no county court facilities fund has been established.

30 (4) Provided further, an additional handling fee of two dollars (\$2.00)
 31 shall be imposed on each monthly installment of criminal or infraction
 32 fines, forfeitures, and other costs paid on a monthly basis.

33 (5) Provided further, in addition to all other fines, forfeitures and
 34 costs levied by the court, the clerk of the district court shall collect ten
 35 dollars (\$10.00) as a court technology fee on each criminal and infraction
 36 offense to be paid over to the county treasurer who shall, within five (5)
 37 days after the end of the month, pay such fee to the state treasurer for de-
 38 posit into the court technology fund.

39 SECTION 59. That Section 31-3201A, Idaho Code, be, and the same is
 40 hereby amended to read as follows:

41 31-3201A. COURT FEES. The clerk of the district court in addition to
 42 the fees and charges imposed by chapter 20, title 1, Idaho Code, and by sec-
 43 tion 31-3201, Idaho Code, and in addition to the fee levied by chapter 2, ti-
 44 tle 73, Idaho Code, shall charge, demand and receive the following fees for
 45 services rendered by him in discharging the duties imposed upon him by law:

46 (1) Civil cases. A fee of one hundred seventy-five dollars (\$175) for
 47 filing a civil case of any type in the district court, except for those cases
 48 to be assigned to the magistrate division of the district court for which the

1 fee shall be one hundred twenty dollars (\$120), with the following excep-
2 tions:

3 (a) The fee for small claims shall be as provided in section 1-2303,
4 Idaho Code;

5 (b) No filing fee shall be charged in the following types of cases:

6 (i) Cases brought under chapter 3, title 66, Idaho Code, for com-
7 mitment of mentally ill persons;

8 (ii) Cases brought under the juvenile corrections act;

9 (iii) Cases brought under the child protective act;

10 (iv) Demands for bond before a personal representative is ap-
11 pointed in probate;

12 (v) Petitions for sterilization;

13 (vi) Petitions for judicial consent to abortion;

14 (vii) Registration of trusts and renunciations;

15 (viii) Petitions for leave to compromise the disputed claim of a
16 minor;

17 (ix) Petitions for a civil protection order or to enforce a for-
18 eign civil protection order pursuant to chapter 63, title 39,
19 Idaho Code;

20 (x) Objections to the appointment of a guardian filed by a minor
21 or an incapacitated person;

22 (xi) Proceedings to suspend a license for nonpayment of child
23 support pursuant to section 7-1405, Idaho Code;

24 (xii) Proceedings under the uniform post-conviction procedure
25 act as provided in chapter 49, title 19, Idaho Code;

26 (xiii) Filings of a custody decree from another state;

27 (xiv) Filings of any answer after an initial appearance fee has
28 been paid.

29 The filing fee shall be distributed as follows: twenty-three dollars
30 (\$23.00) of such filing fee shall be paid to the county treasurer for deposit
31 in the district court fund of the county, with six dollars (\$6.00) of such
32 twenty-three dollars (\$23.00) dedicated to provide for the suitable and ade-
33 quate quarters of the magistrate's division of the district court, including
34 the facilities and equipment necessary to make the space provided functional
35 for its intended use, and shall provide for the staff personnel, supplies
36 and other expenses of the magistrate's division; one dollar (\$1.00) of such
37 filing fee shall be paid to the peace officers standards and training fund
38 established in section 19-5116, Idaho Code; one hundred thirty-five dollars
39 (\$135) of such filing fee, or in a case assigned to the magistrate division
40 of the district court eighty dollars (\$80.00) of such filing fee, shall be
41 paid to the county treasurer who shall, within five (5) days after the end of
42 the month, pay such fees to the state treasurer for deposit into the court
43 technology fund; ten dollars (\$10.00) of such filing fee shall be paid to the
44 county treasurer who shall pay such fees to the state treasurer for deposit
45 in accordance with subsection (15) of this section; and six dollars (\$6.00)
46 of such filing fee shall be paid to the county treasurer who shall, within
47 five (5) days after the end of the month, pay such fees to the state treasurer
48 for deposit in the senior magistrate judges fund.

49 (2) Felonies and misdemeanors. A fee of seventeen dollars and fifty
50 cents (\$17.50) shall be paid, but not in advance, by each person found guilty

1 of any felony or misdemeanor, except when the court orders such fee waived
2 because the person is indigent and unable to pay such fee. Eleven dollars
3 (\$11.00) of such fee shall be paid to the county treasurer for deposit in the
4 district court fund of the county, with six dollars (\$6.00) of such eleven
5 dollars (\$11.00) dedicated to provide for the suitable and adequate quarters
6 of the magistrate's division of the district court, including the facilities
7 and equipment necessary to make the space provided functional for its
8 intended use, and shall provide for the staff personnel, supplies and other
9 expenses of the magistrate's division; one dollar (\$1.00) of such filing fee
10 shall be paid to the peace officers standards and training fund established
11 in section 19-5116, Idaho Code; and five dollars and fifty cents (\$5.50) of
12 such fee shall be paid to the county treasurer who shall pay such fees to the
13 state treasurer for deposit in accordance with subsection (15) of this section.
14

15 (3) Infractions. A fee of sixteen dollars and fifty cents (\$16.50)
16 shall be paid, but not in advance, by each person found to have committed an
17 infraction or any minor traffic, conservation or ordinance violation, and a
18 fee of seventeen dollars and fifty cents (\$17.50) shall be paid, but not in
19 advance, by each person found to have committed an infraction under section
20 18-8001 or 49-301, Idaho Code, or a first-time infraction under section
21 23-604 ~~or 23-949~~, Idaho Code, and distributed pursuant to subsection (2) of
22 this section; provided that the judge or magistrate may in his or her discretion
23 consolidate separate nonmoving traffic offenses into one (1) offense
24 for purposes of assessing such fee. Eleven dollars (\$11.00) of such fee
25 shall be paid to the county treasurer for deposit in the district court fund
26 of the county, with six dollars (\$6.00) of such eleven dollars (\$11.00) dedicated
27 to provide for the suitable and adequate quarters of the magistrate's
28 division of the district court, including the facilities and equipment necessary
29 to make the space provided functional for its intended use, and shall
30 provide for the staff personnel, supplies and other expenses of the magistrate's
31 division; one dollar (\$1.00) of such filing fee shall be paid to the
32 peace officers standards and training fund established in section 19-5116,
33 Idaho Code; and four dollars and fifty cents (\$4.50) of such fee shall be paid
34 to the county treasurer, who shall pay such fees to the state treasurer for
35 deposit in accordance with subsection (15) of this section.

36 (4) Initial appearance other than plaintiff. A fee of one hundred dollars
37 (\$100) shall be paid for any filing constituting the initial appearance
38 by a party, except the plaintiff, in any civil action in the district court
39 or in the magistrate division of the district court, except small claims. If
40 two (2) or more parties are making their initial appearance in the same filing,
41 then only one (1) filing fee shall be collected. Of such fee, four dollars
42 (\$4.00) shall be paid to the county treasurer for deposit in the district court
43 fund of the county; eighty dollars (\$80.00) of such fee shall be
44 paid to the county treasurer who shall, within five (5) days after the end
45 of the month, pay such fees to the state treasurer for deposit into the court
46 technology fund; ten dollars (\$10.00) of such fee shall be paid to the county
47 treasurer who shall pay such fees to the state treasurer for deposit in accordance
48 with subsection (15) of this section; and six dollars (\$6.00) of
49 such fee shall be paid to the county treasurer who shall, within five (5) days

1 after the end of the month, pay such fees to the state treasurer for deposit
2 in the senior magistrate judges fund.

3 (5) Accountings. A fee of nine dollars (\$9.00) shall be paid by the per-
4 son or persons required to make an account pursuant to title 15, Idaho Code,
5 at the time such account is filed. All of such fee shall be paid to the county
6 treasurer for deposit in the district court fund of the county.

7 (6) Distribution of estate. A fee of twenty-five dollars (\$25.00)
8 shall be paid upon the filing of a petition of the executor or administrator
9 or of any person interested in an estate for the distribution of such estate,
10 six dollars (\$6.00) of such fee shall be paid to the county treasurer for
11 deposit in the district court fund of the county; thirteen dollars (\$13.00)
12 of such fee shall be paid to the county treasurer who shall pay such fees to
13 the state treasurer for deposit in accordance with subsection (15) of this
14 section; and six dollars (\$6.00) of such fee shall be paid to the county
15 treasurer who shall, within five (5) days after the end of the month, pay such
16 fees to the state treasurer for deposit in the senior magistrate judges fund.

17 (7) Third-party claim. A fee of fourteen dollars (\$14.00) shall be paid
18 by a party filing a third-party claim as defined in the Idaho rules of civil
19 procedure. Eight dollars (\$8.00) of such fee shall be paid to the county
20 treasurer for deposit in the district court fund of the county; and six dol-
21 lars (\$6.00) of such fee shall be paid to the county treasurer who shall,
22 within five (5) days after the end of the month, pay such fees to the state
23 treasurer for deposit in the senior magistrate judges fund.

24 (8) Cross-claims. A fee of fourteen dollars (\$14.00) shall be paid by
25 any party filing a cross-claim. Eight dollars (\$8.00) of such fee shall be
26 paid to the county treasurer for deposit in the district court fund of the
27 county; and six dollars (\$6.00) of such fee shall be paid to the county trea-
28 surer who shall, within five (5) days after the end of the month, pay such
29 fees to the state treasurer for deposit in the senior magistrate judges fund.

30 (9) Change of venue. A fee of twenty-nine dollars (\$29.00) shall be
31 paid by a party initiating a change of venue. Such fee shall be paid to the
32 clerk of the court of the county to which venue is changed. Nine dollars
33 (\$9.00) of such fee shall be paid to the county treasurer for deposit in the
34 district court fund of the county and twenty dollars (\$20.00) of such fee
35 shall be paid to the county treasurer who shall, within five (5) days after
36 the end of the month, pay such fees to the state treasurer for deposit into
37 the court technology fund.

38 (10) Reopening a case.

39 (a) A fee of eighty-five dollars (\$85.00) shall be paid by any party
40 appearing after judgment or applying to reopen a case. Nine dollars
41 (\$9.00) of such fee shall be paid to the county treasurer for deposit
42 in the district court fund of the county; six dollars (\$6.00) of such
43 fee shall be paid to the county treasurer who shall, within five (5)
44 days after the end of the month, pay such fees to the state treasurer
45 for deposit in the senior magistrate judges fund; and seventy dollars
46 (\$70.00) of such fee shall be paid to the county treasurer who shall,
47 within five (5) days after the end of the month, pay such fees to the
48 state treasurer for deposit into the court technology fund.

49 (b) A fee of one hundred eight dollars (\$108) shall be paid by a party
50 applying to reopen a divorce action or modify a divorce decree, with

1 seventeen dollars (\$17.00) of the fee to be paid to the county treasurer
2 for deposit in the district court fund of the county; fifteen dollars
3 (\$15.00) of such fee to be paid to the county treasurer who shall pay
4 such fees to the state treasurer for deposit in accordance with subsec-
5 tion (15) of this section; six dollars (\$6.00) of such fee to be paid to
6 the county treasurer who shall, within five (5) days after the end of the
7 month, pay such fees to the state treasurer for deposit in the senior
8 magistrate judges fund; and seventy dollars (\$70.00) of such fee shall
9 be paid to the county treasurer who shall, within five (5) days after the
10 end of the month, pay such fees to the state treasurer for deposit into
11 the court technology fund.

12 (c) When the application to reopen a case consists only of a motion or
13 other pleading to revive or renew a judgment, a fee of twenty-nine dol-
14 lars (\$29.00) shall be paid by the party filing the motion or pleading.
15 Nine dollars (\$9.00) of such fee shall be paid to the county treasurer
16 for deposit in the district court fund of the county and twenty dollars
17 (\$20.00) of such fee shall be paid to the county treasurer who shall,
18 within five (5) days after the end of the month, pay such fees to the
19 state treasurer for deposit into the court technology fund.

20 (11) Appeal to district court. A fee of thirty-five dollars (\$35.00)
21 shall be paid by a party taking an appeal from the magistrate division of the
22 district court to the district court; nine dollars (\$9.00) of such fee shall
23 be paid to the county treasurer for deposit in the district court fund of the
24 county; six dollars (\$6.00) of such fee shall be paid to the county treasurer
25 who shall, within five (5) days after the end of the month, pay such fees to
26 the state treasurer for deposit in the senior magistrate judges fund; and
27 twenty dollars (\$20.00) of such fee shall be paid to the county treasurer who
28 shall, within five (5) days after the end of the month, pay such fees to the
29 state treasurer for deposit into the court technology fund. No additional
30 fee shall be required if a new trial is granted.

31 (12) Appeal to supreme court. A fee of thirty-five dollars (\$35.00)
32 shall be paid by the party taking an appeal from the district court to the
33 supreme court for comparing and certifying the transcript on appeal, if such
34 certificate is required. Nine dollars (\$9.00) of such fee shall be paid to
35 the county treasurer for deposit in the district court fund of the county;
36 six dollars (\$6.00) of such fee shall be paid to the county treasurer who
37 shall, within five (5) days after the end of the month, pay such fees to the
38 state treasurer for deposit in the senior magistrate judges fund; and twenty
39 dollars (\$20.00) of such fee shall be paid to the county treasurer who shall,
40 within five (5) days after the end of the month, pay such fees to the state
41 treasurer for deposit into the court technology fund.

42 (13) Fees not covered by this section, including fees to defray the
43 costs of electronic access to court records other than the register of ac-
44 tions, shall be set by rule or administrative order of the supreme court.

45 (14) All fees required to be paid by this section or by rule or admin-
46 istrative order of the supreme court shall be collected by the clerk of the
47 district court or by a person appointed by the clerk of the district court
48 for this purpose. If it appears that there is a necessity for such fees to
49 be collected by persons other than the clerk of the district court or a per-
50 son designated by the clerk for such purpose, the supreme court by rule or

1 administrative order may provide for the designation of persons authorized
 2 to receive such fees. Persons so designated shall account for such fees in
 3 the same manner required of the clerk of the district court and shall pay such
 4 fees to the clerk of the district court of the county in which such fees are
 5 collected.

6 (15) That portion of the filing fees required to be remitted to the state
 7 treasurer for deposit pursuant to subsections (1), (2), (3), (4), (6) and
 8 (10) of this section shall be apportioned eighty-six percent (86%) to the
 9 state general fund and fourteen percent (14%) to the peace officers stan-
 10 dards and training fund authorized in section 19-5116, Idaho Code, within
 11 five (5) days after the end of the month in which such fees were remitted to
 12 the county treasurer. That portion of the filing fees required to be remit-
 13 ted to a city treasurer for deposit in the city's general fund shall be re-
 14 mitted within five (5) days after the end of the month in which such fees were
 15 remitted to the county treasurer.

16 (16) Of the fees derived from the filing of any divorce action required
 17 to be transmitted to the state treasurer, the county treasurer shall retain
 18 five dollars (\$5.00), which shall be separately identified and deposited in
 19 the district court fund of the county. Such moneys shall be used exclusively
 20 for the purpose of establishing a uniform system of qualifying and approving
 21 persons, agencies or organizations to conduct evaluations of persons con-
 22 victed of domestic assault or battery as provided in section 18-918, Idaho
 23 Code, and the administration of section 18-918(7), Idaho Code, relating to
 24 the evaluation and counseling or other treatment of such persons, includ-
 25 ing the payment of the costs of evaluating and counseling or other treatment
 26 of an indigent defendant. No provision of chapter 52, title 39, Idaho Code,
 27 shall apply to the moneys provided for in this subsection.

28 (17) In consideration of the fees in this section, the clerk of the dis-
 29 trict court shall be required to perform all lawful service that may be re-
 30 quired of him by any party thereto; provided, that he shall not prepare and
 31 furnish any certified copy of any file or record in an action except printed
 32 transcript on appeal, without additional compensation as provided by law.

33 SECTION 60. That Section 31-3201H, Idaho Code, be, and the same is
 34 hereby amended to read as follows:

35 31-3201H. SURCHARGE FEE. (1) The court shall charge a surcharge fee to
 36 be paid by each defendant for each criminal offense or infraction committed
 37 on or after April 15, 2010, for which the defendant is found or pleads guilty.
 38 Such fee shall be in addition to all other fines and fees levied.

39 (2) The amount of the surcharge fee shall be as follows:

40 (a) For each felony, the fee shall be one hundred dollars (\$100);

41 (b) For each misdemeanor, and for each infraction under section 18-8001
 42 or 49-301, Idaho Code, or each first-time infraction under section
 43 23-604 ~~or 23-949~~, Idaho Code, the fee shall be fifty dollars (\$50.00);
 44 and

45 (c) For each infraction, except each infraction under section 18-8001
 46 or 49-301, Idaho Code, or each first-time infraction under section
 47 23-604 ~~or 23-949~~, Idaho Code, the fee shall be ten dollars (\$10.00).

48 (3) The fee shall be collected by the clerk of the district court and
 49 shall be paid to the county treasurer, who shall, within five (5) days af-

1 ter the end of the month, pay such fees to the state treasurer, who shall de-
 2 posit eighty percent (80%) of such fees in the state general fund and twenty
 3 percent (20%) of such fees in the court technology fund created by section
 4 1-1623, Idaho Code.

5 SECTION 61. That Section 31-3204, Idaho Code, be, and the same is hereby
 6 amended to read as follows:

7 31-3204. VICTIM NOTIFICATION -- FEE. The court shall charge a fee of
 8 fifteen dollars (\$15.00) for victim notification purposes to be paid by each
 9 person found guilty of each felony, misdemeanor or infraction under section
 10 18-8001 or 49-301, Idaho Code, or first-time infraction under section 23-604
 11 ~~or 23-949~~, Idaho Code, except when the court orders such fee waived because
 12 the person is indigent and unable to pay such fee. Such fee shall be in addi-
 13 tion to all other fines and fees levied. Such fee shall be paid to the county
 14 treasurer who shall, within five (5) days after the end of the month, pay such
 15 fees to the state treasurer for deposit in the state victim notification fund
 16 established in section 67-2912, Idaho Code.

17 SECTION 62. That Section 32-1410, Idaho Code, be, and the same is hereby
 18 amended to read as follows:

19 32-1410. DOMESTIC VIOLENCE COURT FEES. (1) Each person who is found
 20 guilty of or pleads guilty to any of the following alcohol, substance abuse
 21 or domestic violence related offenses shall pay a thirty dollar (\$30.00) fee
 22 to be deposited in the statewide drug court, mental health court and family
 23 court services fund, as provided in section 1-1625, Idaho Code, to assist in
 24 funding the domestic violence courts:

- 25 (a) Section 18-918, Idaho Code (domestic violence);
- 26 (b) Section 18-920, Idaho Code (violation of no contact order);
- 27 (c) Section 18-923, Idaho Code (attempted strangulation);
- 28 (d) Section 18-1502, Idaho Code (beer, wine or other alcohol age viola-
- 29 tions);
- 30 (e) Section 18-2510(3), Idaho Code (introduce, convey, possess, re-
- 31 ceive, obtain or remove major contraband, except major contraband as
- 32 defined in section 18-2510(5)(c)(ii), (iv) and (v), Idaho Code);
- 33 (f) Section 18-4006 3.(b), Idaho Code (vehicular manslaughter in the
- 34 commission of a violation of section 18-8004 or 18-8006, Idaho Code);
- 35 (g) Section 18-5414, Idaho Code (intentionally making false state-
- 36 ments);
- 37 (h) Section 18-8004, Idaho Code (persons under the influence of alco-
- 38 hol, drugs or any other intoxicating substances);
- 39 (i) Section 18-8006, Idaho Code (aggravated driving while under the in-
- 40 fluence of alcohol, drugs or any other intoxicating substances);
- 41 (j) Section 23-312, Idaho Code (persons under twenty-one and intoxi-
- 42 cated persons -- inhibited sales);
- 43 (k) Section 23-505, Idaho Code (transportation of alcoholic bever-
- 44 ages);
- 45 (l) Section 23-602, Idaho Code (unlawful manufacture, traffic in,
- 46 transportation and possession of alcohol beverage);
- 47 (m) Section 23-603, Idaho Code (dispensing to minor);

- 1 (n) Section 23-604, Idaho Code (minors -- purchase, consumption or pos-
 2 session prohibited);
 3 (o) Section 23-605, Idaho Code (dispensing to drunk);
 4 (p) Section 23-612, Idaho Code (beer, wine or other alcoholic beverages
 5 on public school grounds);
 6 (q) Section 23-615, Idaho Code (restrictions on sale);
 7 ~~(r) Section 23-949, Idaho Code (persons not allowed to purchase, pos-~~
 8 ~~sess, serve, dispense or consume beer, wine or other alcoholic liquor);~~
 9 ~~(s) Section 23-1013, Idaho Code (restrictions concerning age);~~
 10 (ts) Section 23-1024, Idaho Code (false representation as being
 11 twenty-one or more years of age a misdemeanor);
 12 (ut) Section 23-1333, Idaho Code (open or unsealed containers of wine
 13 in motor vehicles on highways prohibited);
 14 (vu) Section 23-1334, Idaho Code (minors -- authorization to deliver);
 15 (wv) Criminal violation of any of the provisions of chapter 27, title
 16 37, Idaho Code;
 17 (*w) Section 39-6312, Idaho Code (violation of order -- penalties);
 18 (yx) Section 67-7034, Idaho Code (persons under the influence of alco-
 19 hol, drugs or any other intoxicating substances); and
 20 (zy) Section 67-7114, Idaho Code (operation under the influence of al-
 21cohol, drugs or any other intoxicating substance).

22 (2) The clerk of the district court shall collect the fees set forth in
 23 subsection (1) of this section. The fees shall be paid over to the county
 24 treasurer who shall, within five (5) days after the end of the month, pay such
 25 fees to the state treasurer for deposit into the drug court, mental health
 26 court and family court services fund.

27 SECTION 63. That Section 72-1025, Idaho Code, be, and the same is hereby
 28 amended to read as follows:

29 72-1025. FINES -- REIMBURSEMENTS -- DISPOSITION. (1) In addition to
 30 any other fine which may be imposed upon each person found guilty of crimi-
 31 nal activity, the court shall impose a fine or reimbursement according to the
 32 following schedule, unless the court orders that such fine or reimbursement
 33 be waived only when the defendant is indigent and at the time of sentencing
 34 shows good cause for inability to pay and written findings to that effect are
 35 entered by the court:

- 36 (a) For each conviction or finding of guilt of each felony count, a fine
 37 or reimbursement of not less than seventy-five dollars (\$75.00) per
 38 felony count;
 39 (b) For each conviction or finding of guilt of each misdemeanor count, a
 40 fine or reimbursement of thirty-seven dollars (\$37.00) per misdemeanor
 41 count;
 42 (c) For each conviction or finding of guilt of an infraction under sec-
 43 tion 18-8001 or 49-301, Idaho Code, or for each first-time conviction
 44 or finding of guilt of an infraction under section 23-604 ~~or 23-949,~~
 45 Idaho Code, a fine or reimbursement of thirty-seven dollars (\$37.00)
 46 per count;
 47 (d) In addition to any fine or reimbursement ordered under paragraph
 48 (a) or (b) of this subsection, the court shall impose a fine or reim-
 49 bursement of not less than three hundred dollars (\$300) per count for

1 any conviction or finding of guilt for any sex offense, including,
2 but not limited to, offenses pursuant to sections 18-1506, 18-1507,
3 18-1508, 18-1508A, 18-6101, 18-6605 and 18-6608, Idaho Code.

4 (2) Notwithstanding the provisions of section 19-4705, Idaho Code, the
5 fines or reimbursements imposed under the provisions of this section shall
6 be paid into the crime victims compensation account.

7 SECTION 64. That Section 72-1105, Idaho Code, be, and the same is hereby
8 amended to read as follows:

9 72-1105. FUND ESTABLISHED -- FINES -- DISPOSITION. (1) The peace offi-
10 cer and detention officer temporary disability fund is hereby created in the
11 state treasury and shall be administered by the industrial commission for
12 the purpose of providing a full rate of salary for any peace officer or deten-
13 tion officer who is injured while engaged in those activities as provided in
14 section 72-1104, Idaho Code, and is thereby temporarily incapacitated from
15 performing his or her duties. Moneys shall be paid into the fund as provided
16 by law and shall consist of fines collected pursuant to subsection (2) of
17 this section, appropriations, gifts, grants, donations and income from any
18 other source. Moneys in the fund may be appropriated only for the purposes
19 of this chapter, which shall include administrative expenses. The treasurer
20 shall invest all idle moneys in the fund. Any interest earned on the invest-
21 ment of idle moneys shall be returned to the fund.

22 (2) In addition to any other fine that may be imposed upon each per-
23 son found guilty of criminal activity, the court shall impose a fine in the
24 amount of three dollars (\$3.00) for each conviction or finding of guilt of
25 each felony or misdemeanor count, for each conviction or finding of guilt of
26 an infraction under section 18-8001 or 49-301, Idaho Code, or for each con-
27 viction or finding of guilt of a first-time infraction under section 23-604
28 ~~or 23-949~~, Idaho Code, unless the court orders that such fine be waived only
29 when the defendant is indigent and at the time of sentencing shows good cause
30 for inability to pay and written findings to that effect are entered by the
31 court.

32 (3) Notwithstanding the provisions of section 19-4705, Idaho Code, the
33 fines imposed under this section shall be paid into the peace officer and de-
34 tention officer temporary disability fund.

35 SECTION 65. SEVERABILITY. The provisions of this act are hereby de-
36 clared to be severable and if any provision of this act or the application
37 of such provision to any person or circumstance is declared invalid for any
38 reason, such declaration shall not affect the validity of the remaining por-
39 tions of this act.

40 SECTION 66. This act shall be in full force and effect on and after Jan-
41 uary 1, 2020.

Upcoming Meetings Schedule

February 28, 2019 - 5:30 pm, Legion Hall – Regular Council Meeting

1. *Work Session:*
2. *Treasurers Monthly Report (Linda) Consent*
3. *Golf Advisory Committee Annual Report (Eric)*
4. *Proclamation Idaho Day March 2019 - Start promotion in February (BessieJo)*
5. *Proclamation - Read Across America Day March 2019 (BessieJo)*
6. *PUBLIC HEARING St. Luke's McCall Final Plat, PUD and Development Agreement (Delta)*
7. *Final Public Artwork Selection – Lardo Bridge (Delta)*
8. *Final Artist Selection – Downtown Public Art Project (Delta)*
9. *Request to Submit Idaho GEM Grant (Delta)*
10. *Downtown Reconstruction Phase 1b contract award (Nathan)*
11. *AB 19-xxx USFS Operation and Maintenance Fee Agreement (Jay)*
12. *Resolution authorizing the auction of surplus items*
13. *Wooley Pathway Contract Award (Kurt)*
14. *Parks & Rec Committee Appointments (Kurt)*
15. *City Manager Evaluation (Executive Session) (Traci)*
- 16.

March 14, 2019 - 5:30 pm, Legion Hall – Regular Council Meeting

1. *Monthly Department Reports)/Committee Minutes*
2. *Chamber Report*
3. *Joe Eisenbrandt to discuss the needs of the community with regards to poverty, transients and low-income needs and resources with City Council (dependent upon Council Approval)*
4. *2018 Audit report (Linda)*
- 5.

March 15, 2019 – 9:00 am -11:00 Legion Hall – **Special Work Session**

1. *McCall Redevelopment Agency (MRA) and City Council – Establishing a new urban renewal district (Michelle)*

March 28, 2019 - 5:30 pm, Legion Hall – Regular Council Meeting

1. *Work Session: Faith Community Presentation on Community Needs (Anette/Joe Eisenbrandt)*
2. *Treasurers Monthly Report (Linda) Consent*
3. *Fair Housing Month April Proclamation*

March 29, 2019 – 9:00 am -11:00 Legion Hall – **Special Work Session**

1. *-Municipal Fiber Presentation (Chris)*

April 11, 2019 - 5:30 pm, Legion Hall – Regular Council Meeting

1. *Monthly Department Reports)/Committee Minutes*
2. *Chamber Report*
- 3.

April 25, 2019 - 5:30 pm, Legion Hall – Regular Council Meeting

1. *Work Session:*
2. *Treasurers Monthly Report (Linda) Consent*
3. *Library Board of Trustees Annual Report (Meg)*

April 26, 2019 - 2019 – 9:00 am -11:00 Legion Hall – **Special Work Session**

1. *-Boat Trailer Ordinance Discussion*

To be Scheduled:

1. *MCC Title 6 Re-write (Nathan Stewart)*
2. **Public Hearing** –*Public Works Fee Schedule Changes*
3. *Records Retention Policy update (BessieJo)*
4. *Investment Policy update (Linda)*
5. *Continuous Billing Code Amendment First Touch (Linda)*
6. *Library Bond (Meg)*
7. **PUBLIC HEARING: 2018 All Hazard Mitigation Plan Goals and Strategies (Anette/Justin)**
8. *Title 3 code update - ongoing*
9. *Historical Museum & St Luke's City Lease (Nathan)*
10. *Historical Museum Snow Management Agreement (Nathan)*
11. *3rd Council workshop on ownership and maintenance of Sidewalks policy (1 Hour)*