

MINUTES

**McCall City Council
Regular Meeting
Legion Hall (McCall City Hall - Lower Level)
September 26, 2013**

Agenda

Call to Order and Roll Call
Approve the Agenda
Work Session
Pledge of Allegiance
Public Hearing
Public Comment
Presentation
Business Agenda
Consent Agenda
Adjournment

CALL TO ORDER AND ROLL CALL

Mayor Bailey called the regular meeting of the McCall City Council to order at 5:30 p.m. Council Member Aymon, Mayor Bailey, Council Member Scott, and Council Member Swanson all answered roll call. Council Member Witte was absent.

City staff present was Gene Drabinski, City Manager, Bill Nichols, City Attorney; Linda Stokes, City Treasurer; Michelle Groenevelt, Community Development Director; Peter Borner, Public Works Director; Cris Malvich, Streets Superintendent; Traci Malvich, Human Resources Manager; Dennis Coyle, Parks and Recreation Director; Larry Stokes, Interim Chief of Police; Eric McCormick, Golf Course Superintendent; Delta James, City Planner; Kurt Wolf, Parks Supervisor; Nathan Stewart, City Engineer; and BessieJo Wagner, City Clerk.

Public Works employees present were John Lewinski, Kurt Mohler, Larry Swift, Sissy Wallace, Donnie Fain, Levi Brinkley, Wayne Swanson, Lonnie King, Stacey Lafay, Matt Dellwo, Richard Bauer, and Russell Dean.

Council Member Witte joined the meeting at 5:34 p.m.

APPROVE THE AGENDA

Mayor Bailey, with the consent of the Council approved the agenda as submitted.

WORK SESSION

AB 13-176 Joint City of McCall-PLRWSD Wastewater Operations & Maintenance

Peter Borner, Public Works Director, presented the proposed joint City of McCall-PLRWSD Wastewater Operations & Maintenance agreement. He stated that the Wastewater Joint Working Group (PLRWSD & City of McCall) has been meeting weekly since early August to discuss

ways to develop a joint operational structure for the operations and maintenance of both the PLRWSD and the City of McCall's wastewater systems. Mr. Borner stated that these discussions have led to the development of a broad structural framework that could address issues related to both the PLRWSD and City of McCall's wastewater systems. The basis of this framework would be to place the Operations, Maintenance, and Capital Improvements under one operational head with dual oversight between the PLRWSD (referred to as the District) and the City of McCall.

Council Member Swanson distributed a memo to Council regarding the proposed organizational chart, Attachment 1.

Mayor Bailey asked what the purpose of the proposal was. Council Member Swanson stated that the intent was to create a better working relationship between the two agencies. He stated that the two agencies have very similar functions and that each agency has a lot of expertise and it would be in the best interest of both agencies to work together.

Council Member Aymon expressed concerns regarding the draft organizational chart presented. Peter Borner addressed the concern stating that the district has a relationship with the farmers and feels that the relationship with the farmers should stay with the District. He explained how issues could affect both entities that if streamlined it could improve communications and look at both as a complete sewer system as each entity would work together.

Gene Drabinski stated the District Board voted unanimously to move forward with a MOU with the City to combine efforts to be effective in the spring.

Council Member Aymon stated that they were talking about public infrastructure and the City needed to be aware of that.

Council Member Swanson explained that the MOU would be in the best interest of the constituents and clients.

Council Member Scott felt it would be best to operate as one knowing that there would be some reservations in the beginning. Mayor Bailey agreed that one organization would be best but did not feel the proposal was one organization as he did not have a clear understanding of who would be in charge of the operations. He expressed concern with the possibility of rates going up. Mayor Bailey recounted what had happened in the past with conflicting issues. Council Member Swanson felt that there would be protection built into the agreement.

Gene Drabinski gave a brief synopsis of how the working group came to the decision that was being presented to Council.

Mayor Bailey expressed concern with who would report to whom and how would the capital investments be done. He also expressed concern with how the funds would be distributed and what would happen to the remaining cost of the judgment.

Gene Drabinski stated that first, the two agencies needed to find out if they can work operationally together. He stated that the larger issues would be resolved by combining the two entities.

Council Member Aymon asked how the employees felt about the proposal.

Gene Drabinski compared the issue to the Police Department (PD) and his approach to reorganize the PD to the two sewer entities. He stated that it was not something that would be voted on by the staff.

Council Member Aymon again expressed concerned as to how the employees would be treated and managed.

Dale Caza addressed the Council and gave them a brief history of his years of experience and expertise. He also stated that he had been trained on the City system. He stated that both agencies had common practices.

Council Member Swanson asked for permission to proceed from the Council.

Mayor Bailey stated that the task force should continue meeting. He stated that he wanted questions answered prior to proceeding. He also stated that the Settlement Agreement was in place and may need to be amended but not sure how or if it would be affected.

Bill Nichols, City Attorney, stated that if both agencies agree on the concepts, wrapping those concepts into the Settlement Agreement or amend the Settlement Agreement, would be the easy part.

Council Member Witte asked for examples of where this type of agreement had worked in other places.

Bill Nichols stated that there may not be specific examples with sewer; however there may models that work in regard to other government functions that have combined operations.

Gene Drabinski clarified the next steps would be to answer the questions and work out the details as to how it would actually function. Mayor Bailey confirmed.

Council Member Swanson stated that the questions would be answered during the development of the MOU.

Mayor Bailey led the audience in the Pledge of Allegiance at 6:09 p.m.

PUBLIC HEARING

AB 13-163 Resolution 13-18 adopting Clerk related fees for Taxi or Commercial Transportation Driver's License Application

BessieJo Wagner, City Clerk, presented to Council Resolution 13-18 adopting Clerk related fees for Taxi or Commercial Transportation Driver's License Application. She stated that Resolution 13-18 established a \$40 fee for the processing of a Taxi or Commercial Transportation Driver's License Application as set forth in Title 4 Chapter 4 of the McCall City Code. Mrs. Wagner stated that the license fee would be payable upon filing of the application and the fee was non-refundable. She stated that every applicant for a taxicab or a commercial transportation driver's license was required to supply a full set of fingerprints with every application, except that fingerprints would not be required for any renewal that occurred within five (5) years of the

latest submittal of fingerprints by the applicant. Mrs. Wagner explained that upon receipt of an application for any taxi or commercial transportation driver's license, the application will be referred to the McCall Police Department which would conduct an investigation to determine the suitability of the applicant to be licensed. She stated that the McCall Police Department was authorized to receive criminal history information from the Idaho State Police and from the Federal Bureau of Investigation for the purpose of evaluating the fitness of an applicant for licensure.

Mayor Bailey opened the Public Hearing for establishing a fee for Taxi or Commercial Transportation Driver's License Applications at 6:12 p.m.

Hearing no comments the Public Hearing was closed.

Council Member Swanson moved to approve Resolution 13-18 adopting Clerk related fees for a Taxi or Commercial Transportation Driver's License Application and authorize the Mayor to sign all necessary documents. Council Member Aymon seconded the motion. In a roll call vote Council Member Swanson, Council Member Aymon, Mayor Bailey, Council Member Scott, and Council Member Witte all voted aye and the motion carried.

PUBLIC COMMENT

Mayor Bailey called for public comment at 6:14 p.m.

Hearing further comments, Mayor Bailey closed the public comment.

PRESENTATION

AB 13-169 Idaho Road Scholar Program Certificate of Completion Presentation to Russell Dean, Larry Swift, and Eulla (Sissy) Wallace

Peter Borner, Public Works Director, introduced Layla Kral, of the Idaho Technology Transfer (T2) Center. Russell Dean, Larry Swift, and Sissy Wallace of the Public Works Streets department have completed the Idaho Road Scholar Program.

Ms. Kral explained that the Road Scholar Program recognizes local road and street professionals who have completed a series of training courses. The program curriculum provides the fundamentals of safety, management, and advanced technologies, as well as exposure to a variety of other topics relevant to the transportation field. In addition, having staff members who have completed the Road Scholar Program is a scoring criterion on LHTAC grant applications.

The Idaho T2 Center provides technical support and training to local highway jurisdictions and cities in Idaho. The program is housed at the Local Highway Technical Assistance Council (LHTAC), which is a government organization that assists local highway jurisdictions with the funding and technical support of their transportation systems.

Layla Kral presented a Certificate of Completion as a Road Scholar to Russell Dean and Larry Swift. Miss Kral also presented a Certificate of Completion as a Road Master to Sissy Wallace.

BUSINESS AGENDA

AB 13-177 Treasure Valley Transit update

Terri Lindenberg, Executive Director, of Treasure Valley Transit provided the City Council with a brief update about the transit center project and other items of interest about the service.

AB 13-168 Tree Committee 2013 Annual Report to Council

John Lillehaug, Chairman of the Tree Advisory Committee, presented the Committee's Annual report, Attachment 2.

AB 13-167 Edward Byrne Memorial Justice Assistance Grant application for heavy armor purchase for McCall Police Department

Larry Stokes, Interim Chief of Police, introduced the Edward Byrne Memorial Justice Assistance Grant application for heavy armor purchase for McCall Police Department, stating that the Idaho State Police Department had released the FY14 Edward G. Byrne Memorial Grant application. He stated that the funding was for law enforcement programs, and the City of McCall had been awarded this grant funding in the past for technology improvements.

Mr. Stokes explained that the McCall Police Department (MPD) currently has heavy armor, purchased in 2005, that is rated as Level IIIA. He stated that this level does not provide protection against rifle fire, sharp, or pointed instruments. Mr. Stokes stated that the MPD wished to apply for grant funding to purchase Level IV rated heavy armor, which would provide adequate protection against rifles, handguns, knives, and sharp instruments. He stated that the equipment would help protect officers' safety and allow them to perform their duty more effectively when responding to situations such as active shooters.

Council Member Aymon moved to approve the submission of a 2014 Edward G. Byrne Memorial Justice Assistance Grant application for the purchase of heavy armor for the McCall Police Department and authorize the Mayor to sign all necessary documents. Council Member Swanson seconded the motion. In a roll call vote Council Member Aymon, Council Member Swanson, Mayor Bailey, Council Member Scott, and Council Member Witte all voted aye and the motion carried.

AB 13-171 Request to use FY13 LOT funds for Rotary Park retaining wall repair

Dennis Coyle, Parks and Recreation Director, presented the request to use FY13 LOT funds for Rotary Park retaining wall repair, stating that the McCall Parks and Recreation Department was awarded \$20,000 in Local Option Tax funding in FY13 for pathways. He stated that in addition, the Department was awarded National Scenic Byway funding for retaining wall replacement and other improvements at Rotary Park. Mr. Coyle explained that Staff has been working with the Idaho Transportation Department since May, 2013 and submitted the required documents to obtain a Notice to Proceed for Rotary Park. However, that approval had not been granted as of yet. Mr. Coyle explained that repair of the retaining wall was needed this fall in order to insure that Rotary Park was safe for public use. Mr. Coyle stated that in order to fund the repair, the Parks and Recreation Department requests that a portion of the FY13 LOT funding for pathways be directed to the retaining wall repair so that the work may be completed this fall, if the Notice to Proceed from ITD for Rotary Park is not received this fall. Staff will work with ITD to amend the State Local Agreement for the Rotary Park Project and revise the project scope and budget accordingly if needed.

Council Member Witte moved to approve the use of FY13 LOT funds for Parks-Pathways for repair of the retaining wall at Rotary Park. Council Member Aymon seconded the motion. In a roll call vote Council Member Witte, Council Member Aymon, Mayor Bailey, Council Member Scott, and Council Member Swanson all voted aye and the motion carried.

AB 13-164 Memorandum of Understanding to create the Valley County/911 Mountaintop Communications Infrastructure Trust fund

Interim Chief Stokes, presented the purpose of this Memorandum of Understanding (MOU) is to create a dedicated Valley County Trust Account, hereafter defined as the Valley County/911 Mountaintop Communications Infrastructure Trust fund, to which participating Emergency Service agencies will contribute \$500 annually, to cover expenses associated with the replacement or repair of communication equipment. The current problem which this MOU serves to address is decreased funding as previously contributed by the Bureau of Homeland Security for providing reimbursement to Valley County for all 911 Mountain Top communication maintenance services. As a consequence, local emergency services agencies have agreed it is pertinent to create a shared trust account to cover this shortfall in revenue source. The Agencies entering this MOU are Valley County, Cascade Rural Fire Department, Donnelly Rural Fire Department, McCall Fire Department, City of Cascade Police Department, and City of McCall Police Department. Chief Stokes requested to table the item

There was general Council Consensus to add this item to the next City Council Meeting agenda.

AB 13-166 CUP-13-01: 900 Reedy Ln. – Golf Course Maintenance Use

Delta James, City Planner, presented a Conditional Use Permit application that was submitted to entitle the golf course maintenance and storage use of the subject property, pursuant to McCall City Code (MCC 3.3.02).

Ms. James stated that on September 10, 2013, the McCall Area Planning and Zoning Commission held a public hearing, approved the companion Design Review (DR-12-27) application for a proposed new 1200 sq. ft. maintenance shed structure, and unanimously recommended this Conditional Use Permit application (CUP-13-01) to the McCall City Council for approval without a second public hearing.

Council Member Scott moved to approve CUP-13-01 subject to the presented Findings and Conclusions and authorize the Mayor to sign all necessary documents. Council Member Witte seconded the motion. In a roll call vote Council Member Scott, Council Member Witte, Council Member Aymon, Mayor Bailey, and Council Member Swanson all voted aye and the motion carried.

AB 13-174 CUP-10-03: 501 N. 3rd Street - Request for Third Amendment to the Development Agreement

Michelle Groenevelt, Community Development Director, presented the CUP-10-03: 501 N. 3rd Street - Request for Third Amendment to the Development Agreement, stating that Mr. Woodworth was requesting consideration for a Third Amendment to the Development Agreement for 501 N. 3rd Street. She stated that Mr. Woodworth was requesting to delete section 4 of the original development agreement to receive alleviation from the McCall City Code

requirements for the installation of sidewalks, curbs and gutters, and the related improvements along Colorado Street. She stated that additionally, the proposed amendment required the property owner to dedicate an easement for a small triangle of future sidewalk that cuts across the southwest corner of the 501 N. 3rd Street property near the northeast corner of 3rd Street and Colorado Street.

Ms. Groenevelt stated that the approval of CUP-10-03, DR-10-06, and SR-10-03 required sidewalks along 3rd Street and Colorado Street along the 501 N. 3rd Street parcel. She stated that the 3rd Street section in front of the Shell Station was committed to connect the property to the downtown sidewalk network and was used as a private match for the 3rd Street Improvement Project. Ms. Groenevelt explained that since the original agreement was approved on April 26, 2010, Mr. Woodworth had requested three amendments to the development agreement to extend the timeline into the future. She stated that all amendments were approved by the City Council. Ms. Groenevelt stated that the McCall Area Planning and Zoning Committee held a public hearing on September 10, 2013 and recommended approval to the City Council without a second public hearing.

Ms. Groenevelt further explained that Mr. Woodworth had claimed financial hardship and the pending sale of the property as the reasons for not completing the Colorado Street improvements. She explained that financial hardship had not been a criteria used in past decision making for development agreement amendments. Ms Groenevelt stated that the sidewalk improvements along Colorado Street would create a street for all modes of transportation and are consistent with the goals and objectives of the McCall Area Comprehensive Plan, the McCall Area Pathway Master Plan, and the Complete Street Policy. She stated that alleviation of the Colorado Street section of sidewalk will not affect the CDBG private match commitment.

Mr. Woodworth's presented his request to Council, Attachment 3.

Council Member Witte expressed concern that if the City approved this request, would the Council be applying city code equally to all. Bill Nichols, City Attorney, stated that he did not see a problem with any conflict with the code.

Council Member Scott moved to approve the request for the Third Amendment to the Development Agreement the timeline for the construction of the Colorado Street sidewalks. Council Member Aymon seconded the motion. In a roll call vote Council Member Scott, Council Member Aymon, Mayor Bailey, Council Member Swanson, and Council Member Witte all voted aye and the motion carried.

AB 13-175 Consideration of Annexation of parcels at the eastern edge of the City

Michelle Groenevelt, Community Development Director presented the Consideration of Annexation of parcels at the eastern edge of the City, stating that Mayor Bailey presented an annexation proposal to the City Council on August 8, 2013. The property proposed is located within the McCall Impact Area and the planning and zoning and building permits are currently administered through City staff.

The City of McCall extended water mains to Cee Way Loop as early as the 1980's. The water mains are 4" cast iron pipe. There are no fire hydrants that were installed in this area as part of the original construction. A new 8" PVC Water main, with fire hydrants and water valves will need to be constructed to replace the aging cast iron system in the future. The City of McCall and

Valley County joined together a few years ago to make snow removal more efficient. The city plows some county roads and Valley County plows some city streets. The City of McCall has been snow plowing Cee Way Loop for some time. Since the water bill is used to determine residency, some residents on Cee Way Loop may have been issued library cards.

Ms. Groenevelt stated that the highest use subdivision would require annexation for city water services. Annexation allows the City to be in a better negotiating position. Therefore, it is staff's recommendation that the proposed State owned property not be annexed at this time.

Mayor Bailey commented that he was in support of moving forward with annexation of Cee Way Loop category "A" annexation.

There was general Council Consensus to move forward with the annexation of Cee Way Loop.

AB 13-170 Sanitary Sewer Easement Agreement- Southwest Idaho Cooperative Housing Authority to City of McCall

Nathan Stewart, City Engineer, presented the Sanitary Sewer Easement Agreement- Southwest Idaho Cooperative Housing Authority to City of McCall, stating that Southwest Idaho Cooperative Housing Authority (SICHA) owns and operates a housing complex located at 430 Floyd Street. He stated that the facility utilizes a private lift station to convey wastewater from the property into the City's sewer main on Floyd Street. Mr. Stewart explained that because the lift station had reached the end of its lifespan, SICHA has worked with the City and an adjoining property owner (Simplot Corporation) to design a gravity sewer line that would replace the need for the lift station and convey wastewater to the City's sewer main located within the McCall Marketplace (Simplot's property). He stated that once constructed to City standards, the City would assume ownership of the new sewer main.

Council Member Witte stated that paragraph #2 needed to be changed from:

Grantee shall be solely responsible for all costs of constructing and installing the system, and for all maintenance and repairs to the easement as may be required from time to time.

To:

Grantor shall be solely responsible for all costs of constructing and installing the system, and after acceptance of the system, Grantee shall be responsible for all maintenance and repairs to the easement as may be required from time to time.

Council Member Aymon moved to approve the easement agreement between Southwest Idaho Cooperative Housing Authority and the City of McCall for the proposed sanitary sewer main, with the change to Paragraph 2, and authorize the Mayor to sign all necessary documents. Council Member Swanson seconded the motion. In a roll call vote Council Member Aymon, Council Member Swanson, Mayor Bailey, Council Member Scott, and Council Member Witte all voted aye and the motion carried.

AB 13-172 Sanitary Sewer Easement Agreement- Simplot Corporation to City of McCall

Nathan Stewart, City Engineer, presented the Sanitary Sewer Easement Agreement- Simplot Corporation to City of McCall to Council stating that as part of the proposed sanitary sewer main being installed by Southwest Idaho Cooperative Housing Authority (SICHA), the Simplot Corporation, which owns land adjacent to SICHA, was providing a sanitary sewer utility easement, as required by the City. He stated that the easement, in combination with a similar

easement provided by SICHA, will allow for the construction of the new sewer facility, as well as provide for the City needs to own and maintain the sewer main once the line is constructed to City standard and accepted by Public Works.

Council Member Aymon moved to approve the easement agreement between Simplot Corporation and the City of McCall for the proposed sanitary sewer main and authorize the Mayor to sign all necessary documents. Council Member Scott seconded the motion. In a roll call vote Council Member Aymon, Council Member Scott, Mayor Bailey, Council Member Swanson, and Council Member Witte all voted aye and the motion carried.

AB 13-173 Park Street Sewer line bid award

Peter Borner presented the Park Street Sewer line bid award stating that the project was the first phase of the Park Street (Mission to First) Right-of-Way rehabilitation. He stated that this phase involved the replacement of all sanitary sewer infrastructure within the ROW. Specifically, the work would include:

1. Sewer manhole replacement
2. Sewer main replacement
3. Sewer service line replacement (within the ROW)
4. New sewer service line installations for undeveloped lots without current sewer services
5. Removal/abandonment of the existing sewer main.

Mr. Borner explained that because the cost for this project was estimated in excess of \$100,000, a “formal” bidding procedure was conducted. He verified that all bids were opened September 25, 2013. Mr. Borner distributed a complete list of bids received, a recommendation for award of contract, and a copy of the contract, Attachment 4.

Council Member Witte moved to award the contract for the Park Street Sewer line project to Granite Excavation, Inc., authorize staff to issue a “Notice of to Award” to the Granite Excavation, Inc for the project, and authorize the Mayor to sign all necessary documents provided all documents submitted by Granite Excavation, Inc. meet the project requirements. Council Member Swanson seconded the motion. Council Member Witte, Council Member Swanson, Council Member Aymon, Mayor Bailey, and Council Member Scott all voted aye and the motion carried.

AB 13-165 Contingent Revenue and Contingent Expense line Item transfer for unanticipated revenue

Linda Stokes, City Treasurer, presented the Contingent Revenue and Contingent Expense line Item transfer for unanticipated revenue to Council. She stated that the City of McCall was awarded \$29,700 from the Idaho Transportation Department Office of Highway Safety for traffic enforcement mobilization during FY13 for overtime reimbursement and equipment incentives. Mrs. Stokes also stated that Local Option Tax receipts were projected to come in \$50,520 over the FY13 budget amount and the ICDBG 3rd Street Revitalization grant was over budget by \$14,307. She stated that staff anticipated the project would be complete by September 30, 2013 and would spend the entire grant amount. She also stated that the City of McCall was awarded a Federal Transit Authority Grant of \$16,236 to construct and improve sidewalks and an ITD Grant of \$60,000 to extend the turn lane enhancing the ICDBG 3rd Street Revitalization Project. Mrs. Stoke explained that these revenues were not included in the FY13 budget. She stated that in order to be able to spend those funds on the indentified projects, contingent revenue, and contingent expense line item transfers must be made.

Council Member Aymon moved to approve the contingent revenue and contingent expense line item transfers. Council Member Witte seconded the motion. In a roll call vote Council Member Aymon, Council Member Witte, Mayor Bailey, Council Member Scott, and Council Member Swanson all voted aye and the motion carried.

AB 13-162 Renewal of City Attorney Contract

The current retainer agreement with White Peterson expires on September 30, 2013. The attached agreement renews the professional relationship for another fiscal year. The amount of the monthly retainer and the fees for services outside the retainer again remain unchanged from the current agreement and have not changed in the past 5 years.

White Peterson requests a review in April 2014 to evaluate the continuing trend of imbalance between the retainer and the actual hours being worked. There may be a need for an increase in the FY15 budget, and perhaps an adjustment to what services are inside the retainer.

The FY14 General Fund budget includes \$140,000 for legal services. The annual retainer amount is \$67,200.

Council Member Swanson moved to approve the Agreement for City Attorney Services for FY14 and authorize the Mayor to sign the Agreement. Council Member Aymon seconded the motion. In a roll call vote Council Member Swanson, Council Member Aymon, Mayor Bailey, Council Member Scott, and Council Member Witte all voted aye and the motion carried.

AB 13-178 Valley County Economic Development Council Request for Funds
(added 09/24/13)

Mayor Bailey requested this item for the purpose of allocating \$1000 to be paid to Stephen J. Lord for the purpose of organizing the Valley County Economic Development Council as a 501(c)3 corporation.

Some discussion as to whether a 501(c)3 designation was necessary.

Mayor Bailey moved to approve the allocation of \$1000 to be paid to Stephen J. Lord for the purpose of organizing the Valley County Economic Development Council as a 501(c) 3 corporation and authorize the Mayor to sign all necessary documents. Council Member Scott seconded the motion. In a roll call vote Mayor Bailey, Council Member Scott, Council Member Aymon, Council Member Swanson, and Council Member Witte all voted aye and the motion carried.

CONSENT AGENDA

Staff recommended approval of the following items:

1. City Council Special Meeting Minutes – May 20, 2013
2. Warrant Registers
3. Payroll Report for Period ending September 13, 2013
4. Alcohol and Catering Licenses Activity Report

Mayor Bailey moved to approve the Consent Agenda as presented. Council Member Swanson seconded the motion. In a voice vote, all members voted aye and the motion carried.

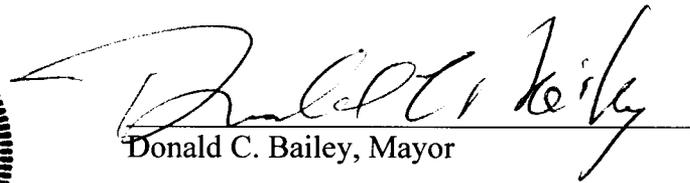
ADJOURNMENT

Without further business, the Mayor adjourned the meeting at 8:35 p.m.



ATTEST:


BessieJo Wagner, City Clerk


Donald C. Bailey, Mayor

26 September 2013

Fellow Council members,

In your packets is a draft organizational chart proposed by the working group consisting of Peter, Gene, Jaime Melbo, Rick Skelly, Dale Caza, and myself. After eight weeks of meetings, we as a group reached an understanding that it is in the best interest of our constituents to work closely with one another now and into the future. There are many questions that will be raised, and I encourage you to ask them, but I cannot guarantee much of an answer. Rather, your questions will be a part of the collaboration around an Memorandum of Understanding (MOU) that we would like your permission to begin drafting. We will have to work out all the details together to make this work best for both parties, and their respective customers. We plan on continuing the work shortly after we receive permission to do so, with the goal of having an MOU finalized and adopted by both the City and the Sewer District by the time the snow melts next spring.

Some questions that we are aware of that we will need to answer are:

How will our respective employees respond to this? Will it work?

How will this agreement work fiscally? Will it be too complicated for operational people or department heads?

How will we share equipment? Parts? Other resources?

How long will could this agreement last?

How do we know it is working?

When do we start?

I encourage you to ask questions, or share concerns. I will write them down and make sure they are addressed by the group during our work sessions.

Thank you for your consideration. It is worth noting that the members of this group thus far have been very clear, honest, and open with their ideas and concerns. I feel this is a good group that can put together a program that will better serve our customers and infrastructure now, and into the future.

Regards,

Nic Swanson

**2013 McCall Tree Committee
Year End Accomplishment Report**

In summary the McCall Tree Committee helped maintain the Cities status as a Tree City USA for the twelfth year in a row and achieve its seventh annual growth award. In conjunction the committee continued to work towards educating the community on the value of its community forest and the growing threat of various insects and diseases affecting the area. In addition the committee helped with the Arbor Day celebration which was held on June, 20 in Legacy Park, the development and implementation of a city wide GIS tree inventory program, and have acted as a sounding board to the City Arborist when needed.

Accomplishments:

- 12th Annual Tree City USA Award
- 7th Annual Tree City USA Growth Award (*This award is issued if enough points are earned through the completion of various projects/activities designed to benefit the community forest.*)
- Continued distribution of the Tree Identification Brochure for common conifers in McCall.
- Planted approximately 125 Spruce, Pine, and Larch seedlings with the McCall and Donnelly 5th grade students.
- Arbor Day Celebration on June, 20 in Legacy Park with a B&B (balled & burlapped) tree planting clinic.
- Published numerous articles in the Star News regarding insect infestations and other tree and shrub diseases commonly seen in the area.
- The development of a GIS tree inventory program. This work is being done with help from the Treasure Valley Community Colleges (TVCC) GIS program and the cities GIS Analyst (Garrett Mapp).
- Helped field calls from the community and make site visits regarding arborist questions.
- Provided second opinions or support to the City Arborist when needed.

Committee Members Include:

1. John Lillehaug (Chair)
2. Whitey Rehberg
3. Randy Acker
4. Jeff Huntman
5. (*Seeking a new member*)

Woody's BBQ Development Agreement

City Council

Sept 26, 2013



Introduction

- Background
- Work-to-Date
- Requested Revision
- Conclusion
- Questions

Background

- The original DA required the installation of side walks curbs and gutters in front of the restaurant and down Colorado as part of the CUP application for the drive thru
- I was not required to install them in front of Old Town
- The Restaurant is under contract to purchase
- The proceeds from the sale will fund the construction work on 3rd Street in front of the Restaurant and Old Town
- City is not ready to do the work on Colorado
- Buyer will not close until the Development Agreement is amended

Work-to-Date

- **Phase 1–Restaurant Property** Completed
- Storm water, landscaping, signage
- **Phase 2–All Improvements for 3rd St** Partially Complete
- Curb, sidewalk, gutters, lights
- **Phase 3–Restaurant Property** Partially Complete
- Pave parking lot and landscaping
- **Phase 4–Colorado St Improvements**
- Curb, sidewalk, gutters

Requested Revision

- Remove the section on Colorado in Section 2.1 (d)
- Remove the section in 3.1 (b) that calls for the City and myself to cost share the work on Colorado
- All other sections of the original agreement remain intact:
 - Phase 2 will be fully completed
 - Phase 3 will be fully completed

Conclusion

- Your approval formalizes the desires of the City, the buyer, and the bank
- It keeps the sale of the building on track, which funds the work
- It satisfies the conditions of the Grant for the 3rd Street work
- Thank you for your consideration!

**AB 13-173 Contract Award for:
PARK STREET SANITARY SEWER REPLACEMENT PROJECT – FALL 2013**

1. Project Summary:
 - a. 8-inch sanitary sewer main replacement on Park Street, between 1st and Mission Streets.
 - b. New and existing sewer service line replacement/installation within the City's ROW for all lots serviced by new main.
2. Invitations to bid were provided to three (3) regional contractors.
3. Three (3) bid proposals were received.
4. City staff confirmed the low bidder, Granite Excavation, submitted a valid bid to justify a final contract amount of:

\$148,289.87

5. Funding for the project will be provided by the City of McCall Sewer Fund.
6. Revised Contract Document excludes references to "Arbitration."
7. **RECOMMENDATION TO COUNCIL:**
 - a. Authorize City staff to issue a *Notice of Award* to Granite Excavation, Inc.
 - b. Authorize the Mayor to sign/execute the proposed Contract provided all documents submitted by Granite Excavation meet the Project requirements.

PARK STREET SANITARY SEWER REPLACEMENT PROJECT - FALL 2013
 BIDDER'S TABULATION
 Rev. 9/25/2013

ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	ENGINEER'S UNIT PRICE	ENGINEER'S TOTAL AMOUNT	GRANITE EXCAVATION		CASCADE PIPELINE		FALVEY CORPORATION	
						UNIT PRICE	TOTAL AMOUNT	+/- ESTIMATE	UNIT PRICE	TOTAL AMOUNT	+/- ESTIMATE
A. GENERAL PROJECT ITEMS											
1	Mobilization	1	L.S.	\$9,682.24	\$9,682.24	\$10,997.00	\$10,997.00	\$10,000.00	\$10,000.00	\$317.76	\$12,317.76
2	Traffic Control	1	L.S.	\$3,000.00	\$3,000.00	\$2,791.00	\$2,791.00	\$2,300.00	\$2,300.00	-\$700.00	\$2,200.00
3	Construction Staking	1	L.S.	\$2,000.00	\$2,000.00	\$1,674.00	\$1,674.00	\$2,600.00	\$2,600.00	\$600.00	\$0.00
4	Environmental Controls	1	L.S.	\$2,500.00	\$2,500.00	\$2,400.00	\$2,400.00	\$1,500.00	\$1,500.00	-\$1,000.00	-\$1,500.00
					Subtotal	\$17,862.00	\$17,862.00	\$16,400.00	\$16,400.00	-\$782.24	\$13,017.76
B. SEWER INFRASTRUCTURE											
5	Exploratory Excavation (pre-approval required)	6	Hours	\$300.00	\$1,800.00	\$280.00	\$1,680.00	\$100.00	\$600.00	-\$1,200.00	\$1,800.00
6	Sawcut Type "P" Asphalt	390	L.F.	\$780.00	\$304,200.00	\$1.12	\$436.80	\$2.00	\$780.00	\$0.00	\$780.00
7	Sawcut Concrete	31	L.F.	\$4.00	\$124.00	\$5.21	\$161.51	\$2.00	\$62.00	-\$62.00	\$168.00
8	Removal of Asphalt	125	Sq. Yds.	\$1.50	\$187.50	\$1.83	\$228.75	\$3.00	\$375.00	\$187.50	\$1,062.50
9	Removal of Concrete	14	Sq. Yds.	\$15.00	\$210.00	\$10.29	\$144.06	\$3.00	\$42.00	-\$188.00	\$630.00
10	Existing Sewer Infrastructure Removal, Disposal, Backfill and Flowable Fill	1	L.S.	\$5,000.00	\$5,000.00	\$5,406.00	\$5,406.00	\$10,000.00	\$10,000.00	\$5,000.00	\$6,500.00
11	ISPWC Type A Sewer Manhole (4'-10' depth)	5	Each	\$3,000.00	\$15,000.00	\$2,454.00	\$12,270.00	\$2,640.00	\$13,200.00	-\$1,800.00	\$7,500.00
12	8-inch SDR-35 Gravity Sewer Pipe	1345	L.F.	\$30.00	\$40,350.00	\$30.07	\$40,444.15	\$35.50	\$47,747.50	\$7,397.50	\$6,725.00
13	Core Drill New Manhole (ISPWC - rechannel new manhole)	1	Each	\$500.00	\$500.00	\$913.00	\$913.00	\$760.00	\$760.00	\$260.00	\$2,700.00
14	8-inch C900 Water Class Pipe	45	L.F.	\$50.00	\$2,250.00	\$34.73	\$1,562.85	\$45.00	\$2,025.00	-\$225.00	\$4,230.00
15	Sewer Main Connections - to Existing Mains (First, Kasper, Park Street Plaza)	3	Each	\$300.00	\$900.00	\$634.00	\$1,902.00	\$900.00	\$1,500.00	\$600.00	\$16,200.00
16	8-inch CCTV Sewer Main Inspection	1380	L.F.	\$1.50	\$2,070.00	\$1.52	\$2,097.60	\$3.00	\$4,140.00	\$2,070.00	\$1,380.00
17	4-inch Sewer Service Line (SDR-35)	1050	L.F.	\$35.00	\$36,750.00	\$33.89	\$35,584.50	\$31.00	\$32,550.00	-\$4,200.00	\$17,850.00
18	New Sewer Service Line, Connect to Existing	27	Each	\$275.00	\$7,425.00	\$347.00	\$9,369.00	\$1,944.00	\$13,600.00	\$5,075.00	\$12,825.00
19	Connect New Sewer Service	6	Each	\$100.00	\$600.00	\$35.00	\$210.00	\$250.00	\$1,500.00	\$900.00	\$6,600.00
					Subtotal	\$113,946.50	\$112,410.22	\$128,751.50	\$14,935.00	-\$1,536.28	\$46,238.50
C. SURFACE RESTORATION											
20	Miscellaneous Surface Restoration	1	L.S.	\$2,000.00	\$2,000.00	\$11,756.00	\$11,756.00	\$1,500.00	\$1,500.00	-\$500.00	\$980.00
21	Type P Surface Restoration (recycled asphalt)	65	Sq. Yds.	\$10.00	\$650.00	\$19.41	\$1,261.65	\$15.00	\$975.00	\$325.00	\$1,625.00
22	Easrow	1	L.S.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
					Subtotal	\$7,650.00	\$18,017.65	\$10,387.65	\$11,775.00	-\$176.00	\$35.00
					Totals	\$148,289.87	\$148,289.87	\$152,656.50	\$13,878	-\$35.00	\$59,221
				Construction Cost Subtotal		\$138,778.74					
				Construction Contingency(5%)		\$6,936.94					
				TOTAL ENGINEER'S CONSTRUCTION ESTIMATE:		\$145,717.67					

McCall City Council Regular Meeting
 September 26, 2013

I. AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT, is by and between The City of McCall (hereinafter, "OWNER") and Granite Excavation, 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, PARK STREET SANITARY SEWER REPLACEMENT PROJECT – FALL 2013
2. Standard General Conditions of the Construction Contract, 2012 ISPWC (Idaho Standards for Public Works Construction) Division 100 (not attached) (pages 1 to 52, inclusive).
3. Bid Proposal (Section III) of the Contractor, dated 9/25/2013, 2013, to be physically attached to this Contract;
4. The Construction Plans (7 sheets);
5. General Conditions (Section V)
6. Supplementary Conditions (Section VI)
7. Technical Specifications (Section VII)
8. Performance and Payment Bonds and Insurance Certificates, to be physically attached to this Contract;
9. 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
10. Change Orders, which may be delivered or issued after the effective date of this Agreement;
11. Addenda issued prior to opening of bids, to be physically attached to this contract;
12. WH-5 – Public Works Contract Report for Idaho State Tax Commission
13. 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: PARK STREET SANITARY SEWER REPLACEMENT PROJECT – FALL 2013.

ARTICLE 3. PROJECT ENGINEER, MCCALL CITY ENGINEER, MCCALL PUBLIC WORKS DIRECTOR

- 1.01 The project has been designed by the City of McCall City Engineer (Project Engineer), which is to act as the OWNER's representative, 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 Documents and the General Conditions of the Idaho Standards for Public Works Construction (ISPWC).

- 1.02 The McCall Public Works Director (Director) will be the Owner’s representative, along with the City Engineer. The Director will serve as the approving agency for the project and serve a liaison between the Project Engineer and the OWNER.

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 October 7, 2013 or when weather conditions permit, and only after approval of the Project Engineer. The work to be performed pursuant to this Contract shall be substantially complete within 40 calendar days after Notice to Proceed and/or no later than November 15, 2013.

The project will be considered “Substantially Complete” when the new sewer line has been completely constructed, tested, connected to adjoining mains, backfilled and all sewer services connected. The new sewer line must be operational to meet substantial completion.

4.02 *Final Completion*

The work shall be finally complete and ready for final payment, in accordance with Paragraph 14.07 of the ISPWC General Conditions, within 14 calendar days of the date of Substantial Completion Certification or before November 29, 2013.

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 Project Engineer, Public Works Director, 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 \$750.00 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 an amount in current funds equal to the sum of the amounts determined pursuant to the CONTRACTOR’s Bid Schedule 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 ENGINEER as provided in the General Conditions. Contractor shall provide an example Application for Payment submittal to the Project Engineer at the start of the project for review and approval.

6.02 *Progress Payments; Retainage*

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.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. 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).
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as 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 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: Granite Excavation, Inc.
23 Warm Lake Hwy
Cascade, Idaho 83611

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

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

Contractor:

Owner:

by:

Don Bailey, Mayor

ATTEST:

BessieJo Wagner, City Clerk

Approved As To Form:

William F. Nichols, City Attorney

ACKNOWLEDGMENT

On this _____ day of _____, 2012, before me, a Notary Public of the State of Idaho, personally appeared _____, in his official capacity as _____, known to me to be the person described in the above document and acknowledged to me he executed the same.

SEAL

Notary Public residing at _____
My Commission expires _____