



**City of McCall  
City Council**

**AGENDA  
Special Meeting  
November 30, 2018 at 9:00 AM  
Legion Hall - McCall City Hall  
(Lower Level)  
216 East Park Street**

**WORK SESSION and BUSINESS AGENDA**

AB 18-310 Request to review a July 4th Memorandum of Understanding between the City of McCall and participating agencies and direction to staff (ACTION ITEM)

AB 18-311 Request for Review and Approval of the Local Option Tax Funding Contract and Completion Report Templates (ACTION ITEM)

**ADJOURN**

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



**McCALL CITY COUNCIL  
AGENDA BILL**

216 East Park Street  
McCall, Idaho 83638

**Number AB 18-310**  
**Meeting Date November 30, 2018**

<b>AGENDA ITEM INFORMATION</b>				
<b>SUBJECT:</b>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
<i>July 4<sup>th</sup> MOU Agreement between the City of McCall and participating agencies</i>		Mayor / Council		
		City Manager	<i>ABS</i>	
		Clerk		
		Treasurer		
		Community Development		
		Police Department	<i>CS</i>	Originator
		Public Works		
		Golf Course		
		Parks and Recreation		
		Airport		
Library				
Information Systems				
Grant Coordinator				
<b>COST IMPACT:</b>	N/A			
<b>FUNDING SOURCE:</b>	N/A			
<b>TIMELINE:</b>	N/A			
<b>SUMMARY STATEMENT:</b>				
<p>In 2015, the City of McCall entered into a memorandum of understanding with Valley County and the Idaho Department of Parks and Recreation (IDPR) to restrict the possession and consumption alcoholic beverages in and around Payette Lake. The City Council agreed to a 3-year participation while Valley County and IDPR agreed to a 5-year term.</p> <p>This work session is intended to provide an overview of the history of this agreement, why it was implemented, and the results of its implementation. At the end of the session, Council will have the necessary information to determine its stance on continued participation.</p> <p>The original MOU is attached.</p>				
<b>RECOMMENDED ACTION:</b>				
Give direction to staff as to the way forward.				
<b>RECORD OF COUNCIL ACTION</b>				
<b>MEETING DATE</b>	<b>ACTION</b>			

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**CITY OF MCCALL**  
**AND THE**  
**IDAHO DEPARTMENT OF PARKS AND RECREATION**

**WHEREAS**, Ponderosa State Park is overseen and managed by the Idaho Department of Parks and Recreation (hereinafter known as IDPR); and

**WHEREAS**, the City of McCall (hereinafter known as the City) is responsible to promote the health and wellbeing of its citizens and visitors to the City;

**WHEREAS**, The North Beach Unit of Ponderosa State Park is located outside of the City limits;

**WHEREAS**, under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community;

**WHEREAS** IDPR and the City desire to agree upon a plan of action to minimize public behaviors that endanger the health and safety of residents and visitors;

**WHEREAS** IDPR and the City agree that a common theme for promoting a positive image for the Fourth of July celebration in the Payette Lake area is appropriate;

**NOW THEREFORE**, IDPR and the City agree to cooperate with each other as follows:

**1. Term**

This Agreement shall be effective upon signing for the period of one year.

**2. Plan of Action**

Both IDPR and the City will develop separate plans of action that they deem appropriate for their areas of responsibility. It is in the best interest of each party and the public to work cooperatively in developing these plans as they pertain to the resources and legal requirements of each entity.

**4. Compliance with Law**

All actions taken by the City and IDPR as it relates to this agreement shall be in accordance with state and local law.

**5. Obligations**

**a. Designation of Employee**

The City and IDPR shall each designate an employee with whom IDPR, or any authorized agent of the City, may confer regarding the terms of this Agreement.

**b. The City and IDPR Will Work Cooperatively**

The City and IDPR will work cooperatively and/or inform the other party in development of any plan to address the concerns of the citizens of McCall, City Council, and IDPR concerning the Fourth of July celebration in the area of Payette Lake. Information and feedback that the either party receives will be shared.

**c. Liability**

Neither party shall be liable for injuries to person or property solely caused by the actions of the other. Each party is an independent actor and is not directed by, or under the control of, the other party.

**6. Entire Agreement.**

This Agreement constitutes the entire Agreement between the parties.

**7. Amendments.**

This Agreement may not be modified except by written instrument executed and approved in the same manner as this Agreement.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

City of McCall:

Idaho Department of Parks and Recreation

By: \_\_\_\_\_  
Jackie J. Aymon

By: \_\_\_\_\_  
David Langhorst

Its: Mayor

Its: Director

ATTEST:

\_\_\_\_\_  
BessieJo Wagner, City Clerk



**McCALL CITY COUNCIL  
AGENDA BILL**

216 East Park Street  
McCall, Idaho 83638

**Number AB 18-311**  
**Meeting Date November 30, 2018**

**AGENDA ITEM INFORMATION**

<b>SUBJECT:</b>  <i>Request for Review and Approval of the Local Option Tax Funding Contract and Completion Report Templates</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		City Manager	ABS	
		Clerk	JW	Originator
		Treasurer		
		Community Development		
		Police Department		
		Public Works		
		Golf Course		
		Parks and Recreation		
<b>COST IMPACT:</b>	n/a	Airport		
<b>FUNDING SOURCE:</b>	n/a	Library		
<b>TIMELINE:</b>	ASAP	Information Systems		
		Grant Coordinator		

**SUMMARY STATEMENT:**

With the approval of Ordinance 965 - 3% Occupancy Local Option Tax (LOT), it was identified that the Council would review and approve the contract to be used for the entities awarded funds. During discussions the Council wanted to understand the process staff used when distributing LOT funds and the process used to ensure those funds were spent according to the contract. Staff has worked with the City Attorney to revise the contract template used historically. The revised template requires the attachment of the original application to the contract to ensure that all parties are clear of the project that was approved for funding. Staff is requesting that Council approve the contract template and authorize the Mayor to sign all the contracts for FY2019 for the approved funding. The checks for the approved funding will still come to the Council for approval through the Warrant Register process. The other option would be that the contracts would be placed on the Consent Agenda for individual approval as the funding becomes available. By approving the contract template and giving authority to the Mayor to sign all contracts for the approved LOT awards, the process of releasing the funds to the recipients will be expedited.

Attached are the contract and completion report templates and the list of approved funding.

**RECOMMENDED ACTION:**

Approve the Local Option Tax Funding Contract and Completion Report templates and authorize the Mayor to sign all the contracts for FY2019 approved LOT projects.

**RECORD OF COUNCIL ACTION**

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

## LOCAL OPTION TAX FUNDS AGREEMENT

THIS LOCAL OPTION TAX FUNDS AGREEMENT (the "Agreement") is dated as of **Date Approved to pay** and is entered into between \_\_\_\_\_ ("Recipient"), and the City of McCall, Valley County, Idaho, a municipal corporation existing under the laws of the State of Idaho (the "City").

### W I T N E S S E T H:

WHEREAS, the City is a municipal corporation duly organized and operating under the laws of the State of Idaho and is authorized to enter into contracts as provided for in Section 50-301, Idaho Code; and

WHEREAS, the City held an election on May 15, 2018, on whether the City should adopt, implement and collect local-option non-property taxes under Sections 50-1044 to 50-1049, inclusive, Idaho Code, as amended; and

WHEREAS, more than a sixty percent (60%) majority of the qualified electors of the City voting at the election voted in favor of authorizing the City to adopt, implement and collect local-option non-property taxes, which votes were duly canvassed as provided in Resolution No. 18-11, adopted on June 14, 2018; and

WHEREAS, Ordinance No. 965, adopted on March 8, 2018, pursuant to the provisions of Sections 50-1046 to 50-1047, Idaho Code, as amended, took effect immediately upon the canvass of the returns of the May 15, 2018, election. Ordinance No. 965 provides for the collection of an additional three percent (3%) occupancy tax on the Hotel-Motel Occupancy Charge from all Hotel-Motel Rentals as defined in Ordinance No. 965, which monies shall be held in trust for the City and for payment thereof to the City Clerk in the manner and at the times provided in the Ordinance. The Ordinance further provides for an independent Local Option Tax Commission, appointed by the City Council, whose responsibility it shall be to develop annual budgets and make specific recommendations for the use of the revenues derived from said taxes, in accordance with the uses approved in the Ordinance. Ordinance No. 965 sets forth the following purposes for which the local-option non-property tax revenue derived from and collected under the Ordinance shall be used:

- A. Streets, sidewalks and pathways, public transit, pedestrian crosswalks, and public transportation
- B. Construction and maintenance of cultural and recreational facilities
- C. Services for community recreational and cultural activities
- D. Public parks maintenance, development, and beautification
- E. Shelter and or spay and/ or neuter of stray animals found in the City
- F. Local housing program as recommended in the McCall Housing Strategy
- G. Services for McCall marketing, advertising, tourism development, and event promotion.
- H. Mitigate the effects of tourism on the city that the general fund cannot accommodate



WHEREAS, the Local Option Tax Commission has been appointed in accordance with Ordinance No. 965 and has made recommendations to the City Council regarding distributions of the Local Option Tax revenues in accordance with Ordinance No. 965; and

WHEREAS, the City Council has considered the recommendation of the Local Option Tax Commission and desires to distribute revenues in accordance with the terms of this Agreement;

NOW, THEREFORE, the parties hereby agree as follows:

1. Use of Local Option Tax Funds.

The City shall remit to Recipient the sum of **\$00.00** (the “Funds”), for \_\_\_\_\_ (the “Project”) under the following terms and conditions:

1.1. Covenants of Recipient. Recipient represents, covenants, and warrants for the benefit of the City, as follows:

1.1.1 The Recipient shall only use the Funds for the “Project” as described in the Application which is attached hereto as **Exhibit A** and by this reference incorporated herein. The Recipient acknowledges and agrees that it is not authorized to use the Funds for any other purpose. The City may, at any time, conduct an audit of the Recipient’s expenditure of Funds on the Project to ensure that the Funds are being used in accordance with this Agreement.

1.1.2 The Recipient shall complete the Project on or before **(Date will reflect 1 year from receipt of funds)** and shall prepare and submit a report to the City specifically describing the Project, the timeline for construction of the Project, a full accounting of the expenditure of Funds on the Project, and refund all unexpended Funds to the City within 30 days of the completion of the project.

1.1.3 The Recipient shall provide the City with such current financial statements, budgets, proof of expenditure of the Funds for the authorized purpose, and any other financial information requested by the City.

1.1.4 The Recipient is a **(Type of Organization is filled in here)** Type of Organization duly organized and existing under the laws of the State of Idaho with full power and authority to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

1.1.5 The Recipient has been duly authorized to execute and deliver this Agreement by proper action by its governing body or members, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.

2. Release and Indemnification. To the extent permitted by the law, the Recipient shall indemnify, protect, hold harmless, save and keep harmless the City from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses

in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of Recipient's Project.

3. Default.

3.1. Default and Remedies. If Recipient defaults or otherwise fails to comply with any part of this Agreement, Recipient shall immediately repay all Funds to the City and Recipient shall no longer be eligible to receive Local Option Tax Funds from the City. The City may further take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under this Agreement.

3.2. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

3.3. Costs and Attorney Fees. Upon default in Recipient's performance of any term of this Agreement, Recipient agrees to pay and reimburse the City, in addition to all other amounts due hereunder, all of the City's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to the Recipient, shall be secured by this Agreement until paid and shall bear interest at the rate permitted by law. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any Bankruptcy proceeding, in addition to all other sums provided by law.

4. Notices. All notices, reports or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by the City.

5. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

6. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

8. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

9. Mediation. Prior to filing any complaint in any court asserting a violation of, or cause of action arising under, this Agreement, the parties agree to meet and confer regarding the same, and, if still unable to resolve the dispute, to submit to non-binding mediation in an attempt to resolve the dispute.

10. IN WITNESS WHEREOF, the City and Recipient have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

RECIPIENT:

**Name of Organization receiving funds**

By: \_\_\_\_\_  
Authorized Officer (Signature)

\_\_\_\_\_  
Authorized Officer (Printed Name)

Address: \_\_\_\_\_  
\_\_\_\_\_  
McCall, ID 83638

THE CITY:

CITY OF MCCALL, VALLEY COUNTY, IDAHO

By: \_\_\_\_\_  
Jackie J. Aymon, Mayor

ATTEST:

By: \_\_\_\_\_  
BessieJo Wagner, City Clerk

Address: City Hall  
216 East Park Street  
McCall, ID 83638

**Local Option Tax  
Project Completion and Verification Report**  
FY 19 -- October 1, 2018 through September 30, 2019



**City of McCall**

216 East Park Street  
McCall, Idaho 83638  
208-634-7142  
[www.mccall.id.us](http://www.mccall.id.us)

LOT Request #: _____
Organization: _____
Project: _____
Amount Awarded: _____
Date Funds Received: _____
Date Report is due within 30 days of the completion of the project

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

Actual Amount Spent (**attach receipts**): \_\_\_\_\_

(Receipts must be attached. No exceptions.)

Project Description:

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**City of McCall Local Option Tax  
Project Completion and Verification Report**  
FY 19 -- October 1, 2018 through September 30, 2019

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***DO NOT FILL OUT – City of McCall Use Only***

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*City Personnel – Verify expenditures and make notes here:*

I, the Local Option Tax Administrator for the City of McCall, certify that the above information has been reviewed and verified. The project has been completed to the specifications outlined in the original contract.

Printed Name: Amanda Payne Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

FY19 RECOMMENDED LOT FUNDING

Priority #	Project Number	Requestor	Project	Amount requested	Amount recommended for funding	Contingent Funding	Category Code
1	19-20	City of McCall- Community Development	McCall Housing Fund	\$60,000	\$60,000		F
2	19-43	Payette Lakes Community Association	After School Program	\$10,000	\$10,000		C, H
3	19-21	Roots Forest School, Inc	Trek to the North Pole	\$1,520	\$1,520		C
4	19-10	Valley County Search & Rescue	UTV All Terrain Tracks	\$5,200	\$5,200		C, H
5	19-32	McCall Area Chamber of Commerce	Marketing Initiatives Cash Match	\$18,840	\$18,840		G
6	19-30	McCall Area Chamber of Commerce	Event Marketing	\$3,665	\$3,665		C, G
7	19-29	McCall Area Chamber of Commerce	Winter Carnival Fireworks	\$10,000	\$10,000		C, G
8	19-28	McCall Area Chamber of Commerce	Winter Carnival Logistics	\$8,700	\$8,700		C, G, H
9	19-38	McCall Winter Sports Club	Alpine Chris Bodily Memorial 4-Way Race	\$2,175	\$2,175		C
10	19-39	McCall Winter Sports Club	MWSC Membership & Clinics	\$2,500	\$1,000		C
11	19-40	McCall Winter Sports Club	Big Mountain Freeride Competition- Hidden Valley Hoedown	\$2,800	\$2,800		C
12	19-41	McCall Winter Sports Club	Bring Back Biathlon Event	\$800	\$800		C
13	19-11	Payette Lakes Ski Club	Operations/Maintenance of Bear Basin Nordic Center	\$10,000	\$10,000		B, C
14	19-19	City of McCall- Streets	Bollards	\$15,000	\$15,000		A
15	19-15	City of McCall- Parks and Recreation	Equipment Implements	\$20,000	\$20,000		A, B, C, D, H
16	19-25	Manchester Ice and Event Center	Learn to Skate	\$14,100	\$14,100		C
17	19-26	McCall Youth Hockey Association/McCall Ice Skat	Ice Time @ Manchester	\$5,000	\$2,500		C
18	19-27	McCall Youth Hockey Association/McCall Ice Skat	Girls Team-Ice time	\$5,000	\$2,500		C
19	19-34	McCall Arts & Humanities Council	Cabin Fever	\$3,200	\$3,200		C, G
20	19-23	Manchester Ice and Event Center	EFUS Replacement	\$20,000	\$20,000		B, H
21	19-09	West Central Mountains Housing Trust, Inc	Property Acquisition in McCall Area	\$25,000	\$25,000		F
22	19-02	Treasure Valley Transit	Mountain Community Transit- General Operations	\$57,500	\$47,000		A, H
23	19-31	McCall Area Chamber of Commerce	Fourth of July Fireworks	\$10,000	\$10,000		C, G
24	19-01	Treasure Valley Transit	McCall Transit Center	\$25,000	\$25,000		A, H
25	19-44	Valley County Recreation	Snowmobile trail grooming	\$30,000	\$15,000		A, B, C, D
26	19-13	City of McCall- Parks and Recreation	Docks	\$20,000	\$20,000		A, B, C, D, H
27	19-06	City of McCall-Golf Course	Enkamat cover	\$6,000	\$6,000		B
28	19-04	City of McCall-Golf Course	Enlarge & Rebuild #6 Aspen Green	\$12,500	\$12,500		B
29	19-08	McCall Public Art Advisory Committee	Public artwork for downtown core	\$20,000	\$20,000		A, B, G
30	19-35	McCall Figure Skating Club	Skate by the Lake	\$2,390	\$2,390		C, H
31	19-22	McPaws	General Operations	\$17,000	\$10,000		E
32	19-18	City of McCall- Parks and Recreation	Boathouse, Education and Recreation Center	\$10,000	\$10,000		B, C, D, F
33	19-03	City of McCall- Library	Library Expansion	\$240,000	\$90,110		B
34	19-24	Manchester Ice and Event Center	Bumper Cars	\$25,000	\$10,000		C, G
		<b>TOTALS</b>		<b>\$658,890</b>	<b>\$515,000</b>		
		<b>CONTINGENT FUNDING</b>					
1	19-33	McCall Area Chamber of Commerce	Research Project Cash Match	\$3,687		\$3,687	G
2	19-02	Teasure Valley Transit	Mountain Community Transit- General Operations	\$57,500		\$10,500	A, H
3	19-03	City of McCall- Library	Library Expansion	\$240,000		\$149,890	B
		<b>Total</b>				<b>\$164,077</b>	