

McCALL MEMORIAL HOSPITAL DISTRICT BOARD OF TRUSTEES <u>SPECIAL MEETING</u> FRIDAY, MAY 16, 2025; 7:30 - 8:30 a.m. Administrative Conference Room; 1000 State St. McCall, ID 83638 For Microsoft Teams Link: <u>Join the meeting now</u> <u>Virtual Meeting ID: 299 244 423 431 9 and Passcode: bx38YX9p</u> Phone Audio Only: 1 208-996-1717 Phone Conference ID: 903 174 378#

<u>AGENDA</u>

1. Call to Order – Andy Laidlaw, Board Chair

2. Review of Draft Joint Tenancy Agreement between District and Foundation – Steve Millemann, MMHD Legal Counsel

3. Review of Draft Lease Agreement between District and IHFA – Steve Millemann, MMHD Legal Counsel

4. *ACTION* Approval of Development Agreement with City of McCall and authorization of Chairman to sign – Steve Millemann, MMHD Legal Counsel

5. Executive Session pursuant to Idaho Code 74-206(1)(c) – Steve Millemann, MMHD Legal Counsel

- 6. *ACTION* Approval of Extension of Option Agreement Steve Millemann, MMHD Legal Counsel
- 7. Public Comment Andy Laidlaw, Board Chair
- 8. New Business Andy Laidlaw, Board Chair
- 9. Adjourn Andy Laidlaw, Board Chair

<u>Upcoming Meetings:</u> Next Board Meeting – Tuesday, May 20; 7:30 – 8:30 a.m.

FIRST AMENDMENT TO OPTION AGREEMENT

THIS FIRST AMENDEMENT TO OPTION AGREEMENT is entered into effective the date of the last signature below (the "Effective Date") by and between ST. LUKE'S MCCALL FOUNDATION, INC., an Idaho nonprofit corporation (the "Foundation") whose current address is 1000 State Street, McCall, Idaho 83638, and the MCCALL MEMORIAL HOSPITAL DISTRICT, a duly organized Idaho Hospital District (the "District"), whose current address is 1000 State Street, McCall, Idaho 83638. The Foundation and the District are jointly referred to herein as the "Parties".

RECITALS

The Foundation owns certain real property (the "**Property**") with the goal to develop workforce housing for the existing and prospective local hospital workforce (the "**Project**").

The Foundation and the District share a common goal of providing housing for the local hospital workforce and entered into a Memorandum of Understanding on December 4, 2023, regarding the Property, (the "**MOU**").

Pursuant to the MOU, the Foundation agreed to grant the District an option to acquire a one-half interest in the Property and on May 29, 2024, the Foundation and the District entered into an option agreement memorializing the terms of this agreement ("**Option Agreement**"). The Option Agreement is attached hereto as **Exhibit A**.

The Option Agreement provided that the District must exercise its option to acquire a onehalf interest in the Property by May 29, 2025 ("**Option Term**"), unless an extension is otherwise agreed to by a written agreement of the Parties.

The Parties wish to enter a written agreement to extend the date of the Option Term until June 30, 2025.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties' signatures below, the Parties hereby amend Paragraph 2 of the Option Agreement as follows:

2. <u>Option Term</u>. The District shall have until June 30, 2025, to exercise the Option (the "**Option Term**"). If the District does not exercise the Option within the Option Term, and no extension to the Option Term is otherwise agreed to by the Parties pursuant to Paragraph 12, the Option shall expire without further notice and without further action by either Party. In such case, the Parties shall be relieved of any further rights or responsibilities under the terms of this Option Agreement and/or the MOU, the District shall forfeit any rights to or in the Property pursuant to this Option and/or the MOU, and the Foundation shall be free to proceed with such Project on the Property as is acceptable to the Foundation in its sole discretion, without further involvement by the District (the "Legal Consequences of Termination").

All other terms and conditions of the Option Agreement shall remain in full force and effect including, but not limited to, expenses referenced in the MOU.

IN WITNESS WHEREOF, this First Amendment to the Option Agreement has been executed effective as of the date of the last signature below, with the intent that it shall be recorded in the Office of Recorder of Valley County, Idaho.

ST. LUKE'S MCCALL FOUNDATION, INC.

By:

Dated: 18 Apri 125, 2025

BILL COLPO, President

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

On this day of <u>horil</u>, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared BILL COLPO, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such 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.

KIMBERLY BROWN COMM. #70073 NOTARY PUBLIC STATE OF IDAHO

NOTARY PUBLIC FOR IDAHO My Commission Expires: 572030

Dated: , 2025

MCCALL MEMORIAL HOSPITAL DISTRICT

By:

ANDREW LAIDLAW, Board Chair

(ss.

)

STATE OF IDAHO)

County of Valley

On this ______ day of ______, 2025 before me, the undersigned, a Notary Public in and for said state, personally appeared ANDREW LAIDLAW, the Board Chair of the McCall Memorial Hospital District, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of the McCall Memorial Hospital District, and was authorized to do so.

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:_____ 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

DEVELOPMENT AGREEMENT

(St. Lukes McCall Foundation, McCall Memorial Hospital District Workforce Housing)

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 the St. Luke's McCall Foundation, Inc. and the McCall Memorial Hospital District, hereinafter jointly referred to as "Owner" whose address is 1000 State Street, McCall, ID 83638, and who are the owners of the St. Luke's McCall Foundation, McCall Memorial Hospital District Workforce Housing Project (the "Project") which is more particularly described in the attached Exhibit A (the "Property").

WHEREAS, approval of the Planned Unit Development General Plan, Preliminary Plat, Scenic Route Review and Design Review Applications (the "**Applications**") have been granted by the McCall City and Area Planning and Zoning Commission and the McCall City Council as PUD 24-03, SUB 24-07, SR 24-10 and DR 24-27 (collectively the "**Approvals**").

WHEREAS, the parties desire to memorialize their agreement regarding certain conditions contained or referenced in the Approvals.

WHEREFORE, the City of McCall 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 Development 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 ON SITE ROAD, WATER AND STORMWATER INFRASTRUCTURE

2.1 Owner shall complete the internal road, the potable water infrastructure and the storm water facilities for the first Infrastructure Phase of the Project (the "First Infrastructure Phase"), as defined below, in accordance with the plans and Development Agreement between Owner and the City of McCall –

specifications therefor, as approved by the McCall City Engineer, prior to the earlier to occur of the approval by the City Council of the Final Subdivision Plat for the First Platting Phase of the Project, as defined below, or the issuance of a Certificate of Occupancy for any Unit within the Project, or Owner shall financially assure completion of the same in compliance with the applicable provisions of the McCall City Code, and:

- (a) Owner shall not commence any site disturbance or earthwork on the Project, until the City Engineer has approved the plans and specifications for the internal road, the potable water infrastructure and the storm water facilities in the First Infrastructure Phase.
- (b) In the event that Owner desires to proceed with the submittal to the City Council of the Final Subdivision Plat for the Project (or, if phased, Phase 1 of the Project) prior to the completion of the internal road, the potable water infrastructure and the storm water facilities in the First Infrastructure Phase, then:

(i) Owner shall submit an engineer stamped estimate to the City Engineer of the cost to complete any portions of the aforesaid improvements which have not been completed; and,

(ii) Upon the City Engineer's approval of such estimate, the agreements or documents necessary to financially assure completion of the First Infrastructure Phase in compliance with the applicable provisions of the McCall City Code shall be submitted to the City Council for approval.

ARTICLE III OTHER ON-SITE UTILITIES

3.1 Owner shall complete other on-site utilities, including but not limited to sewer and power, in compliance with the plans therefor approved by the utility provider prior to the approval by the City Council of the Final Subdivision Plat for the Project or Owner shall financially assure completion of the same in compliance with the requirements of the utility provider. If platting of the Project is phased, then the other on-site utilities for the Phase shall be completed or financially assured, as aforesaid, prior to City Council approval of the Final Subdivision Plat for the Phase.

ARTICLE IV OTHER ON-SITE IMPROVEMENTS-PATHWAYS

4.1 Prior to approval by the City Council of the Final Subdivision Plat for the Project, or, if phased, for the First Platting Phase of the Project, Owner shall either complete the pedestrian pathways (the "**Pathway**") as described in the Applications and the *Findings of Fact, Conclusions of Law and Decision* for PUD 24-03 (recorded with Valley County as Instrument Number _____) and SUB24-07 (recorded with Valley County as Instrument Number _____) or shall financially assure completion of the same in compliance with the applicable provisions of the McCall City Code. All pathways will be all weather natural surfaces.

ARTICLE V OFF-SITE IMPROVEMENTS

5.1 <u>School District Easement</u>: Owner shall pave the unpaved portion of the Drive across the McCall-Donnelly School District Property, from Mission Street to the Project (which is depicted on the Project Preliminary Plat), according to plans and specifications to be approved by the McCall City Engineer as a condition of final plat approval for the First Platting Phase of the Project or Owner shall financially assure completion of the same in compliance with the applicable provisions of the McCall City Code.

ARTICLE VI PLATTING PHASING

6.1 Pursuant to MCC 9.2.07(B), and subject to the Council's right to grant extensions, the Owner will submit a Final Plat for at least the First Platting Phase of the Project not later than twenty-four (24) months after final approval of these Applications. Subsequent Phases will be final platted as construction funding becomes available; however, in any event, the final plat for the entire balance of the Project will be filed not later than forty-eight (48) months after Preliminary Plat approval. The Platting Phases of the Project are depicted on the attached **Exhibit B**.

ARTICLE VII LOCAL HOUSING UNITS

7.1 Owner intends that all Units in the Project will comply with the "General Requirements for all Local Housing Incentive Options" and the requirements for "Rental Incentive Program With Affordability Option" as described in Exhibit 1 to City of McCall Resolution 25-____. Contingent on such compliance, Owner and the City shall proceed as follows:

8.1.1 A Restrictive Covenant approved by the McCall City Planner shall be recorded against each Unit platted in the First Platting Phase, at or prior to the recordation of the Final Plat for the First Platting Phase. If a Building Permit is issued for any Unit before a final plat is recorded for the First Platting Phase, then prior to the issuance of the first Building Permit for any Unit, a Restrictive Covenant approved by the McCall City Planner shall be recorded against the entire First Platting Phase property.

8.1.2 Contingent on the aforesaid compliance and recordation of the aforesaid Restrictive Covenant, the sum of \$20,000 per Unit shall be paid to the property Owner by the City at the time of issuance of the Building Permit for the Unit.

ARTICLE VIII (Intentionally omitted)

ARTICLE IX INFRASTRUCTURE PHASING PLAN

9.1 Infrastructure for the Project shall be constructed in two Phases, which are depicted on the attached **Exhibit C**. Owner shall complete the infrastructure for

the First Infrastructure Phase not later than twenty-four (24) months after final approval of the Preliminary Plat.

ARTICLE X PARKS

- 10.1 In satisfaction of the Parks requirements of the McCall City Code, as modified in the PUD approval process, Owner shall:
 - (a) Construct a connection from the Project's Pathway system to the adjoining Wildwood Condominium Property in the location depicted on the attached Exhibit C (the "Wildwood Connection") prior to the issuance of a Certificate of Occupancy for the first Unit for which a C.O. is requested;
 - (b) Construct a contiguous pathway connection from the Wildwood Connection to the City's Railroad Pathway in the location depicted on the attached Exhibit C (the "Wildwood to Railroad Segment") prior to the issuance of a Certificate of Occupancy for the first Unit for which a C.O. is requested;
 - (c) Perform year-round maintenance on the Wildwood to Railroad Segment of the Project's Pathways; and,
 - (d) Reserve the area of open space in the southeast portion of the Project for park improvements (generally depicted on the attached Exhibit C) to be installed or constructed by the City, subject to the Owners' prior consent, which shall not be unreasonably withheld.

ARTICLE XI DEFAULT

- 11.1 In the event Owner, its successors, assigns 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, the City 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 attorneys fees and costs incurred, including fees and costs incurred on appeal. A waiver by the 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 the City or apply to any subsequent breach of any covenants or conditions.

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, if 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.

- (b) 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 Owner, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.
- (c) 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 Units within the Project until such time as the default is cured.
- 11.2 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's fees and costs incurred, including fees and costs incurred on appeal. A waiver by Owner of any default by the 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.

Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, by the City, the parties agree that the 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 XII UNENFORCEABLE PROVISIONS

12.1 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 XIII ASSIGNMENT AND TRANSFER

13.1 After its execution, the Agreement shall be recorded in the office of the Valley 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 the Owner and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns; provided, however, that if all or any portion of the Property is divided, the purchaser of a legal lot shall not be responsible for the obligations of Owner hereunder. Notwithstanding the foregoing, the purchaser of a legal lot or the improvement built thereon shall remain subject to any recorded covenants required by this agreement under Article VII above.

ARTICLE XIV GENERAL MATTERS

- 14.1 Any modification of or change to this 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.
- 14.2 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.
- 14.3 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.
- 14.4 This Agreement may be modified only by means of a subsequently executed and acknowledged written agreement.
- 14.5 Except as specifically set forth in the Agreement, the ordinances, rules, regulations and official policies governing permitted uses of land, platting requirements, density, design, improvements and construction standards and specifications applicable to the Project and the Property shall be those ordinances, rules, regulations and official policies in effect as of the effective date of the final approvals of the Applications. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete application for a building permit is filed.
- 14.6 After its execution, this Agreement shall be recorded in the office of the Valley County Recorder, at the expense of Owner. Each commitment and covenant contained in this Agreement shall constitute a burden on, shall be appurtenant to, and shall run with the Property. This Agreement shall be binding on the City and Owner and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns; provided, however, that if all or any

portion of the Property is divided, each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels or lots within the Property. Owner shall not be relieved of its responsibilities and duties under this Agreement absent an agreement with the City which designates a successor to Owner who accepts such responsibilities and duties as are then remaining.

14.7 Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below:

McCall:	City Clerk City of McCall 216 East Park McCall, Idaho 83638
Owner:	St. Luke's McCall Foundation, Inc. 1000 State Street McCall, ID 83638
	McCall Memorial Hospital District 1000 State Street McCall, ID 83638

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

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, effective on the dates shown below.

OWNER

ST. LUKE'S MCCALL FOUNDATION, INC.

By:	
Printed Name:	
Its:	

Date:	

MCCALL MEMORIAL HOSPITAL DISTRICT

By:	Date:
Printed Name:	
Its:	
STATE OF) ss.	
) ss.))))	
On this day of	, 2025, before me,,
known or identified to me to be the Preside	onally appeared, ent of the St. Luke's McCall Foundation, Inc. that o executed the instrument on behalf of said corporation, ation executed the same.
IN WITNESS WHEREOF, I have day and year in this certificate first above	hereunto set my hand and affixed my official seal, the written.
(SEAL)	NOTARY PUBLIC FOR My Commission Expires:
STATE OF)) ss. County of)	
County of)	
a Notary Public in and for said State, per known or identified to me to be the Cha	irman of the Board of the McCall Memorial Hospital e person who executed the instrument on behalf of said
IN WITNESS WHEREOF, I have day and year in this certificate first above	hereunto set my hand and affixed my official seal, the written.
(SEAL)	NOTARY PUBLIC FOR

ROBERT S. GILES, Mayor

ATTEST:

Printed Name: McCall City Clerk

STATE OF IDAHO)				
) ss.				
County of Valley)				
On this	day of	, 2025, before me,	,		
a Notary Public in	n and for said	State, personally appea	red ROBERT GILES and		
		_ known or identified to me	e to be the Mayor and the City		
Clerk of the City of McCall, Idaho, 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)

EXHIBIT A

A parcel of land situate in a portion of the Northwest Quarter of the Northwest Quarter of Section 16, Township 18 North, Range 3 East, Boise Meridian, City of McCall, Valley County, Idaho, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 16 (from which the West Quarter Corner of said Section 16 bears South 00°43'56" West, 2643.18 feet distant); Thence on the west section line of said Section 16, South 00°43'56" West, 572.63 feet; Thence leaving said west section line, South 89°20'40" East, 30.53 feet, to a point on the northerly boundary line of Wildwoods Condominiums as shown on the official plat thereof on file in Book 5, on Page 4 of Plats, in the Office of the Recorder of Valley County, Idaho; Thence on said northerly boundary line, South 89°20'40" East, 222.07 feet, to the POINT OF BEGINNING:

Thence leaving said northerly boundary line, South 89°24'33" East, 303.02 feet to a point on a 50-foot Offset Spiral Curve, on the westerly right of way line of the abandoned Oregon Shortline Railroad; Thence on said westerly right of way line the following 2 courses of offset spiral curve to the left, South 00°59'29" East, 23.49 feet; Thence South 01°04'57" East, 23.49 feet; Thence South 01°05'51" East, 601.85 feet, to the northeasterly corner of the platted McCall Cemetery, as shown on that particular Record of Survey on record as Instrument No. 260532, in Book 7, on Page 89 of Records of Survey, in the Office of the Recorder of Valley County; Thence leaving said westerly right of way line, North 89°29'30" West, 553.00 feet, on the north line of said McCall Cemetery to a point on the easterly right of way line of North Mission Street; Thence on said easterly right of way line, North 06°25'23" West, 44.92 feet: Thence North 01°56'50" East, 117.54 feet, to a point on the boundary line of said Wildwoods Condominiums; Thence leaving said westerly right of way, on said boundary line the following 7 courses, South 88°03'10" East, 143.60 feet; Thence North 01°56'50" East, 30.00 feet: Thence South 88°03'10" East, 160.00 feet; Thence North 25°37'47" East, 124.48 feet; Thence North 01°56'50" East, 156.00 feet; Thence North 65°09'40" West, 145.39 feet; Thence North 02°56'20" East, 136.12 feet, to the POINT OF BEGINNING.



