CENTRAL DISTRICT HEALTH

# Valley County Transmittal

**Division of Community and Environmental Health**

Return to:
- ☐ Cascade
- ☐ Donnelly
- ☐ McCall
- ☐ McCall Impact
- ☑ Valley County

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat _____

PUD 26-001 Red Ridge Village Concept

☐ 1. We have No Objections to this Proposal.

☐ 2. We recommend Denial of this Proposal.

☐ 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.

☐ 4. We will require more data concerning soil conditions on this Proposal before we can comment.

☑ 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
- ☑ high seasonal ground water
- ☐ bedrock from original grade
- ☐ waste flow characteristics
- ☑ other _____

☐ 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.

☐ 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.

☑ 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
- ☑ central sewage
- ☐ interim sewage
- ☐ individual sewage
- ☐ community sewage system
- ☑ central water
- ☐ individual water
- ☐ community water well

☐ 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
- ☐ central sewage
- ☐ sewage dry lines
- ☐ community sewage system
- ☐ central water
- ☐ community water

☐ 10. Run-off is not to create a mosquito breeding problem

☐ 11. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.

☐ 12. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.

☐ 13. We will require plans be submitted for a plan review for any:
- ☐ food establishment
- ☐ beverage establishment
- ☐ swimming pools or spas
- ☐ grocery store
- ☐ child care center

☑ 14. For plat approval for individual well/septic a subdivision application, fees, test holes and an engineering report is required. For central water/sewer points, a subdivision application, fees and an engineering report are required.

Reviewed By: RWA Copies

Date: 1/22/26

CENTRAL DISTRICT HEALTH

# Valley County Transmittal

**Division of Community and Environmental Health**

Return to:
- ☐ Cascade
- ☐ Donnelly
- ☐ McCall
- ☐ McCall Impact
- ☑ Valley County

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat _____

PUD 26-001 Red Ridge Village Concept

☐ 1. We have No Objections to this Proposal.

☐ 2. We recommend Denial of this Proposal.

☐ 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.

☐ 4. We will require more data concerning soil conditions on this Proposal before we can comment.

☑ 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
- ☑ high seasonal ground water
- ☑ bedrock from original grade
- ☐ waste flow characteristics
- ☑ other Soil Conditions

☐ 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.

☐ 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.

☐ 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
- ☐ central sewage
- ☐ interim sewage
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- ☐ central water
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- ☐ community water

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☐ 11. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.

☐ 12. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.

☐ 13. We will require plans be submitted for a plan review for any:
- ☐ food establishment
- ☐ beverage establishment
- ☐ swimming pools or spas
- ☐ grocery store
- ☐ child care center

☑ 14. Subdivision applications, fees, testholes (individual septic), groundwater monitoring (individual septic) and engineering are required. For septic, reasonable accessibility to sewer will be evaluated before approval.

Reviewed By: Brad C.

Date: 7/31/26

**Donnelly Rural Fire Protection District**
P.O. Box 1178 Donnelly, Idaho 83615
208-325-8619 Fax 208-325-5081

February 2, 2026

Valley County Planning & Zoning Commission
P.O. Box 1350
Cascade, Idaho 83611

RE: P.U.D. 26-001 Red Ridge Village Concept

Upon review, the McCall Fire District previously has effectively addressed the majority of challenges associated with this development. The Donnelly Rural Fire Protection District fully agrees with and supports all recommendations from the McCall Fire District. As the project advances and additional plans are developed, it is essential to prioritize emergency response access, given that portions of the development lie within the Donnelly Fire response district.

Please call with any questions you may have.

Thank you,

Jerry Holenbeck
Fire Marshal
Donnelly Fire Department
firemarshal@donnellyfire.net
Cell: (208) 849-2438

**Your Safety • Your Mobility**
**Your Economic Opportunity**

**IDAHO TRANSPORTATION DEPARTMENT**
P.O. Box 8028 • Boise, ID 83707-2028
(208) 334-8300 • itd.idaho.gov

February 3, 2026

Cynda Herrick
Valley County Planning & Zoning
219 N. Main St.
Cascade, ID 83611

VIA EMAIL

| | |
|---|---|
| **Development Application** | PUD 26-001 |
| **Project Name** | Red Ridge Village |
| **Project Location** | 2,250 acres southwest of McCall on the west side of West Mountain Road |
| **Project Description** | Planned Unit Development |
| **Applicant** | DF Development |

The Idaho Transportation Department (ITD) reviewed the referenced application(s) and has the following comments:

1. ITD has received the traffic impact study for this development. ITD staff will review the study to determine what highway mitigations the developer may need to construct.
2. After we have completed our review, I will provide a staff report to both the county and applicant.
3. ITD reserves the right to make further comments upon review of the submitted documents.

If you have any questions, you may contact me at 208-334-8377.

Sincerely,

*Kendra Conder*

Kendra Conder
Development Services Coordinator
Kendra.conder@itd.idaho.gov

**Your Safety • Your Mobility**
**Your Economic Opportunity**

**IDAHO TRANSPORTATION DEPARTMENT**
P.O. Box 8028 • Boise, ID 83707-2028
(208) 334-8300 • itd.idaho.gov

August 20, 2026

Cynda Herrick
Valley County Planning & Zoning Director
219 North Main St.
Cascade, ID 83611

VIA EMAIL

| | |
|---|---|
| **Development Application** | PUD 26-001 |
| **Project Name** | Red Ridge Village Concept |
| **Project Location** | 2,250 Acre Site |
| **Project Description** | Planned Unit Development |
| **Applicant** | DF Development LLC |

The Idaho Transportation Department (ITD) reviewed the referenced application(s) and has the following comments:

We have reviewed and accepted the updated traffic impact study for this development. The traffic study has identified offsite improvements that need to be addressed on ITD's facilities. ITD and the applicant will need to continue working together to define what the development is responsible for, either in direct mitigation and/or proportionate share contribution. If proportionate share is necessary, the applicant will be required to enter into a Transportation Mitigation Agreement (TMA) directly with ITD. ITD asks that the County add the TMA as a condition of approval for this development. If we determine a TMA is not necessary, then ITD will waive this requirement. A final staff report cannot be sent to the County or applicant until the mitigation requirements have been defined and agreed upon.

We look forward to the continued partnership with DF Development and Valley County. If you have any questions, you may contact me at 208-334-8377.

Sincerely,

Kendra Conder

Kendra Conder
Senior Planner
Idaho Transportation Department

**Valley Soil & Water Conservation District**
P.O. Box 580
Cascade, Idaho 83611
Phone: (208) 382-3317

February 5, 2026

Valley County Planning & Zoning Commission
P. O. Box 1350
219 North Main Street
Cascade, ID 83611

RE: PUD 26-001 RedRidge Village

Dear Commissioners:

The Valley Soil & Water Conservation District has reviewed the preliminary concept plans for PUD 26-001 RedRidge Village and recommends a comprehensive Groundwater Study approved by IDWR including direction of flow and rate of recharge to assure no long term drawdown of the aquifer and a Water Availability Study to show the impacts of the development on water quantity in the North Fork Payette River Watershed. The cost will be borne by the applicant. This recommendation is based on the following considerations:

- Where will the Red Ridge development get enough water? The City of McCall's designation of Payette Lake as a sole source of municipal water was determined by professional examination that adequate groundwater sources are lacking.
- Existing water rights holders and users need to be considered. Most water right holders in the upper NF Payette River basin are junior to lower basin water right holders, and currently rent water from the Water District 65 rental pool. Will there be any water available in the rental pool after three years of drought in a row?
- Groundwater and surface water are managed conjunctively in Idaho. This means that if a well with a junior water right decreases the amount of water available for senior surface water users, the junior water right may be restricted or curtailed. Is there enough surface water and groundwater to build a community as large as RedRidge Village?

Valley Soil & Water Conservation District recommends that before the preliminary concept plan be approved, the above studies must be completed. In addition an application for water rights to the Idaho Department of Water Resources must be completed and approved.

Respectfully Submitted,

Valley Soil & Water Conservation District
Board of Supervisors Art Troutner, John Lillehaug, Bill Leaf, Colt Brown, Judy Anderson
Associate Supervisors Lenard Long and Pam Pace

**Valley Soil & Water Conservation District**
P.O. Box 580
Cascade, Idaho 83611
Phone: (208) 382-3317

July 2, 2026
Valley County Planning & Zoning Commission
P. O. Box 1350
219 North Main Street
Cascade, ID 83611

RE: PUD 26-001 Red Ridge Village

Dear Commissioners:

Following the May 14 meeting with VSWCD and DF Development and the Planning and Zoning meeting on May 21, Valley Soil & Water Conservation District (VSWCD) has additional comments for PUD 26-001 Red Ridge Village.

Based on the information presented to date, VSWCD questions whether the proposed wastewater treatment plan will prevent any additional phosphorus or nitrogen from entering the North Fork of the Payette River and impaired Lake Cascade. The treated class A effluent from the proposed plant will contain phosphorus and nitrogen, and we are concerned about the fate and transport of these pollutants. Will the proposed wastewater reuse as landscape irrigation adequately absorb the phosphorus and nitrogen during the growing season? What happens during the 8 months of the year when the ground is frozen, and there is no absorption or evaporation? At the meeting, there was some mention of injection wells and rapid infiltration ponds, but they provided no engineering detail, no hydrogeologic analysis, and no nutrient-transport modeling.

It is not clear how these wells or ponds would prevent nitrogen and phosphorus from reaching the North Fork of the Payette or Lake Cascade. Groundwater flow moves very slowly. It may be up to a decade before the effluent reaches the river and lake. How will the effluent be monitored? If increased levels of phosphorus or nitrogen are found, then what? Valley County waterways are negatively impacted by substandard septic systems and the leaking wastewater pond in McCall. Can Valley County assume the risk of another long-term nutrient source entering the watershed? A reliable and defensible solution is **onsite advanced wastewater treatment that removes nitrogen and phosphorus at the treatment plant**, not in the landscape and not in the aquifer.

We request that this letter be entered into the project file for PUD 26-001, Red Ridge Village Concept Application, and that it be made available to decision-makers in connection with any further proceedings on this application, including review by the Board of County Commissioners. This includes previous letters by VSWCD concerning water availability. Valley Soil & Water Conservation District recommends that before the preliminary concept plan be approved, water availability studies be completed.

Respectfully Submitted,

Valley Soil & Water Conservation District
Board of Supervisors Art Troutner, John Lillehaug, Bill Leaf, Colt Brown, Judy Anderson
Associate Supervisors Lenard Long and Pam Pace

**Valley Soil & Water Conservation District**
**209 N Idaho Street**
**PO Box 580**
Cascade, Idaho 83611
Telephone: (208) 382-3317

February 12, 2026

Valley County Planning & Zoning Commission
P. O. Box 1350
219 North Main Street
Cascade, ID 83611

RE: PUD 26-001 RedRidge Village

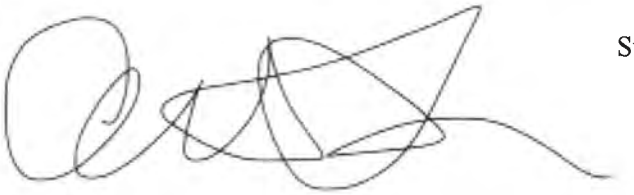
Dear Commissioners:

The Valley Soil & Water Conservation District has reviewed the preliminary concept plans for PUD 26- 001 RedRidge Village. In order that an informed decision can be made, we recommend a comprehensive Groundwater Assessment, executed by a disinterested 3rd party professional team with a credible technical background. The study needs to include a thorough study of the topography, geology, and aquifer conditions, including not only the direction of flow but also rates of groundwater inflow, recharge, and outflow to get an understanding of the groundwater balance equation and assure no adverse long-term drawdown of the aquifer from the proposed development. In addition, and overlapping the groundwater assessment, a hydrologic Water Availability and Transport study should be conducted to assess the possible impacts of the development on water quantity in the North Fork Payette River Watershed. These studies, performed by a disinterested and credible 3rd party, should be paid for in their entirety by the applicant. Our recommendation is based on the following considerations:

- Where will the Red Ridge development get enough water? The City of McCall's designation of Payette Lake as a sole source of municipal water was determined by professional examination that adequate groundwater sources are lacking.
- Existing water rights holders and users need to be considered. Most water right holders in the upper NF Payette River basin are junior to lower basin water right holders, and currently rent water from the Water District 65 rental pool. Will there be any water available in the rental pool after three years of drought in a row?
- Groundwater and surface water are managed conjunctively in Idaho. This means that if a well with a junior water right decreases the amount of water available for senior surface water users, the junior water right may be restricted or curtailed. Is there enough surface water and groundwater to build a community as large as RedRidge Village?

Valley Soil & Water Conservation District recommends that before the preliminary concept plan be approved, the above studies must be completed. In addition an application for water rights to the Idaho Department of Water Resources must be completed and approved.

Respectfully Submitted,



Valley Soil & Water Conservation District Board of Supervisors
Art Troutner, John Lillehaug, Bill Leaf, Colt Brown, Judy Anderson
Associate Supervisors Lenard Long and Pam Pace

# Valley County Wildfire Mitigation

P.O. Box 1350 • 219 N. Main Street
Cascade, Idaho 83611-1350

Phone (208) 382-7145 x 1404
Cell (208) 817-1103

**MARA HLAWATSCHEK**
*Program Director*
mhlawatschek@co.valley.id.us

February 12th, 2026

To whom it may concern,

The **Wildfire Mitigation Director** has reviewed the Wildfire Mitigation Plan submitted for the **Red Ridge.** The plan was prepared in compliance with Valley County Code, Chapter 7 – Wildland Urban Interface Fire Protection Plan.

It is recommended the Subdivision WUI Subdivision Fire Protection Plan may be updated and submitted for each phase of development or submitted as a single comprehensive plan. When submitted as a single plan, wildfire mitigation measures should be clearly delineated, broken out, and identified for each phase of development, specifying the mitigation actions required to be completed prior to or concurrent with each phase.

The applicant shall identify the specific location of all proposed fuel treatment measures within the Subdivision WUI Fire Protection Plan. Treatment areas shall be clearly shown on maps and/or described in narrative form. For phased development, the plan shall describe wildfire mitigation treatments for each phase. At a minimum, the plan shall identify the location and which phase the specified treatments that were described in preliminary plat WUI Subdivision Fire Protection Plan. These treatments that were delineated in submitted plan include

a. Perimeter buffer treatments and shaded fuel breaks, including the full extent of proposed 100-foot fuel breaks around the project boundary and developed areas;
b. Internal road shaded fuel breaks, including all road segments where fuel treatments extending approximately 35 feet from the roadway centerline will occur;
c. Driveway shaded fuel breaks, including all driveway segments where fuel treatments extending approximately 35 feet from the centerline will occur;
d. Ridgeline and control line treatments, including the specific segments of Red Ridge Road proposed to function as a primary wildfire control line; and
e. Stand-level vegetation treatment areas, including both commercial and non-commercial treatment areas.

Respective Fire District should be consulted for water, access and commercial development requirements within the Subdivision WUI Fire Protection Plan.

**This approval is contingent upon the full implementation of all wildfire mitigation measures identified in the approved plan and verification through inspection that the work has been completed as stated in the plan.** Required inspections shall occur prior to final plat approval and/or issuance of building permits, as determined by Valley County. Inspections for water, access and commercial development requirements shall

# Valley County Wildfire Mitigation

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Cell (208) 817-1103

**MARA HLAWATSCHEK**
*Program Director*
*mhlawatschek@co.valley.id.us*

be requested to McCall Fire District. Wildfire Mitigation treatments shall be requested for inspection and approved by Wildfire Mitigation Director.

Ongoing maintenance of defensible space, vegetation management, and Firewise practices shall remain the responsibility of the property owner(s) and/or homeowners association, as applicable.

Thank you

Mara Hlawatschek

Mara Hlawatschek
Wildfire Mitigation Director
mhlawatschek@valleycountyid.gov
208-817-1103

# Valley County Wildfire Mitigation

P.O. Box 1350 • 219 N. Main Street
Cascade, Idaho 83611-1350

Phone (208) 382-7145 x 1404
Cell (208) 817-1103

**MARA HLAWATSCHEK**
*Program Director*
*mhlawatschek@valleycountyid.gov*

August 19, 2026

To Whom It May Concern,

The Wildfire Mitigation Director has reviewed the updated Wildland Urban Interface (WUI) Fire Protection Plan submitted for the Red Ridge development. The applicant has adequately addressed the comments and recommendations identified during the initial review on February 12th, 2026. The revised plan provides sufficient detail regarding proposed wildfire mitigation measures and treatment locations to meet the intent of Valley County Code, Chapter 7 – Wildland Urban Interface Fire Protection Plan.

The approved plan adequately identifies wildfire risks associated with the proposed subdivision and includes appropriate mitigation measures to reduce wildfire risk. Based on the revisions submitted, the only remaining condition of approval is that the applicant clearly identify within the final Subdivision WUI Fire Protection Plan the phase of development in which each proposed wildfire mitigation treatment will be completed. This shall include, at a minimum, perimeter fuel breaks, internal road shaded fuel breaks, driveway fuel treatments, ridgeline and control line treatments, and stand-level vegetation management areas. The plan shall clearly specify which treatments are required prior to or concurrent with each phase of development.

**This approval is contingent upon the full implementation of all wildfire mitigation measures identified in the approved plan and verification through inspection that the work has been completed as stated in the plan.** Required inspections shall occur prior to final plat approval and/or issuance of building permits, as determined by Valley County.

Inspections of vegetation treatments required for final plat approval shall be requested during the months of May through November to allow for adequate assessment of treatment effectiveness, vegetation conditions, and accessibility across the terrain. Requests for wildfire mitigation treatment inspections shall be submitted to the Valley County Wildfire Mitigation Director. Respective Fire District should be consulted for water supply, emergency access, and commercial development requirements within the Subdivision WUI Fire Protection Plan.

Ongoing maintenance of defensible space, vegetation management, and Firewise practices shall remain the responsibility of the property owner(s) and/or homeowners association, as applicable.

This decision is effective on the date of approval and shall remain in effect unless modified or revoked in accordance with Valley County Code.

Thank you,

Mara Hlawatschek

Mara Hlawatschek
Wildfire Mitigation Director
Valley County Wildfire Mitigation Department

# Valley County Road and Bridge

PO Box 672 • 520 South Front Street
Cascade, ID 83611-1350

Phone (208) 382-7195
roaddept@valleycountyid.gov

Thursday, February 19, 2026

Christine Richman
375 West 200 South,
Suite 100
Salt Lake City, UT 84101
United States
Cc: Planning & Zoning Administrator
Cynda Herrick cherrick@valleycountyid.gov

**RE: Red Ridge – PUD 24-01 [P&Z Application Meeting Date 2-25-2026]**

Dear GSBS & Wilks Brothers:
Thank you for submitting your concept plan for review. We appreciate the work that has gone into preparing the materials to this stage.

Please refer to the Parametrix review letter included for traffic engineering-related comments and guidance that needs to be addressed in forthcoming submittals.

The Road Department intends to continue discussions regarding off-site road mitigation (proportionate share), as provided for under the applicable provisions of the Valley County Code. It is anticipated that these obligations will be addressed within a development agreement to be prepared collaboratively by County staff and the applicants and subsequently negotiated and approved by the Board of County Commissioners. We encourage you to review the relevant code sections and be prepared to participate in this process as the project moves forward.

Possible transportation mitigation areas include:

- West Mountain Road rehabilitation (heading north) (heading south);
- Remediation at the two 90-degree curves on West Mountain Road;
- Intersection improvement for West Mountain Road/Wisdom RD/Chad Dr.;
- Intersection improvement for West Valley Rd/Boydstun;
- Intersection improvement for Smiley Lane/West Mountain Road;

# Valley County Road and Bridge

PO Box 672 • 520 South Front Street
Cascade, ID 83611-1350

Phone (208) 382-7195
roaddept@valleycountyid.gov

Pending approval decision and as the applicant provides phased applications, detailed engineering plans shall be reviewed with TIS reporting by phase.

Thank you for your attention to these items. We look forward to working with you as the project progresses.

Thank you,

Kerstin Dettrich

Kerstin Dettrich
Valley County Road & Bridge Director

Parametrix

*let's create tomorrow, together*

February 18, 2026

Parametrix No. 314-4875-001

Kerstin Dettrich
Valley County Road and Bridge Director
520 South Front Street
P.O. Box 672
Cascade, ID 83611

Re: February 25, 2026, Planning and Zoning Commission Agenda Item

Dear Kerstin:

We have reviewed the concept plan for the Red Ridge Village PUD listed in the February 25, 2026, Valley County (VC) Planning and Zoning Commission agenda and have the comments noted below. Some of these items were also discussed in our meeting via Teams with representatives from the development on February 11, 2026.

**New Business:**

1. ***P.U.D. 26-001 Red Ridge Village***

- Detailed site grading and drainage plans and drainage design documentation for the site improvements for each phase of development are required for review and approval by Valley County. Additional stormwater resulting from site improvements will need to be retained on site and addressed in the design and calculations. Improvements to offsite drainage features may be required.
- Appropriate temporary and permanent best management practices (BMPs) and erosion control measures are required to protect adjacent properties, waterways, and roadway ditches. Additionally, the applicant will need to delineate existing wetlands to confirm that there are no wetland impacts. If wetlands are impacted, the project may require approval of the U.S. Army Corps of Engineers under the Federal Clean Water Act.
- The road sections in the concept plan identify right-of-way (ROW) widths for primary roads as 66 ft and neighborhood roads as 62 ft. The Valley County standard for both minor collector roads and local roads is 70 ft but may be reduced per PUD review and approval.
- Maintain West Mountain Road ROW width at 100 feet per the Major Collector classification.
- Provide proposed PUD road design standards such as maximum allowable longitudinal grades, minimum pavement surface widths, etc. Variances from Valley County Public and Private Road Standards are subject to PUD review and approval.
- The engineered design should ensure that all approaches and intersections meet geometric and line of sight distance requirements, particularly at the proposed main entrance locations off West Mountain Road.
- A Traffic Impact Study (TIS) was conducted to evaluate traffic impacts the proposed development will have on the surrounding road network. The TIS analyzed traffic operations at selected key intersections. Below are comments specific to the TIS.

- The TIS uses lower trip generation than ITE for residential uses. Trip Generation for residential uses was reduced by 14%. We've seen jurisdictions require the use of location specific trip generation rates that are higher than ITE but have not seen the reverse.
- Based on ITD ATR #243 located on SH-55 just south of Paddy Flat Road, traffic volumes on SH-55 in 2024 were highest in July. Volumes in July were about 16.5% higher on weekdays and 17.5% higher on weekends than in August, when data were collected. No seasonal adjustment factors were used in the TIS. We recommend applying a seasonal adjustment factor to the traffic counts to represent July conditions.
- We recommend using the same network to analyze 2036 background and Plus Project trips before applying mitigation to compare the difference on the same network between the two scenarios.
- Access from the south to the development was not addressed in the TIS. We recommend including Smylie Lane in the analysis.
- The TIS did not provide off-site mitigation recommendations for failing levels of service at intersections.
- The TIS does not pull crash data/safety information. This information would be useful to help evaluate impacts.
- We recommend ITD review the TIS due to impacts to SH-55.

Please contact me if you have any questions.

Sincerely,

Parametrix

Paul Ashton, PE

# Valley County Recreation Department

P.O. Box 1350 • 219 N. Main Street
Cascade, Idaho 83611-1350

Phone (208) 382-4425

**DAVE BINGAMAN**
*Valley County Recreation Director*
dbingaman@valleycountyid.gov

**EMILY HOLMES**
*Valley County Recreation Planner*
eholmes@valleycountyid.gov

**DANNY AMEN**
*Valley County Recreation Coordinator*
damen@valleycountyid.gov

Valley County Parks and Recreation Department asks that the following points be included in the public record and considered as they pertain to any determination on PUD 26-001. We appreciate that recreation is being considered in the Red Ridge Village proposal and recognize that recreation management is a collaborative process. If this proposal is taken at face value with best intentions assumed, it appears that the public will have access to existing trails and access points. However, the proposal is not specific enough to ensure that access to public lands is conserved in perpetuity and serves the whole community. We are also concerned about non-motorized recreation and commuter safety on West Mountain Road.

Trails and through-roads in Red Ridge Village should be open to the public to facilitate access to the Payette National Forest, Fish Lake, and other public land areas adjacent to the development. Appendix I Open Space and Amenities describes the role of open space in integrating "long-term stewardship... and public access where appropriate," but fails to specify how visitors will be granted access to trails and open space. On page 4 of Appendix A, the "Meadow Loop" Trailhead is marked as providing "regional trail connections" to the community, but elsewhere in the PUD it is stated that "public access may be limited or seasonally restricted" (p. I-2) and that "development-specific maintained areas" (p. I-5) may be closed to public use. These statements conflict with one another. In the PUD, public access to public lands and existing trails beyond the development is not guaranteed for any length of time, including in winter. A description of how winter motorized users will have access to the snowmobile trailhead/staging area, what fees might apply for parking, and how recreation managers at the development will collaborate with the Valley County snow grooming program (including seasonal dates for snowmobile trail maintenance) should be specified as a Condition of Approval. Red Ridge Road is a critical link for all users between No Business Mountain access routes to the south and Ecks Flats and Rock Flats access on the north end of Red Ridge. Red Ridge Road and Fishlake Road have historically been groomed snowmobile routes in the winter and are critical access routes for summer recreation.

If Valley County were granted a permanent Recreational Easement on Red Ridge Road to ensure the future of snowmobile grooming and winter access, and recreational use in summer, the above concerns would be addressed. Idaho State Statute (ID 36-1604) provides a mechanism to create permanent Recreational Easements that limit property owner liability.

Red Ridge Village will require upgrades to existing transportation infrastructure on West Mountain Road. Improvements for recreational users, existing and new residents, and motorists should be considered in the approval of this project. West Mountain Road is already a popular bicycle route and will become a more popular non-vehicle commuter route as new homes are built. Upgrades to transportation infrastructure should include a paved, detached pedestrian and bicycle pathway as a Condition of Approval. The developer should

# Valley County Recreation Department

P.O. Box 1350 • 219 N. Main Street
Cascade, Idaho 83611-1350

Phone (208) 382-4425

**DAVE BINGAMAN**
*Valley County Recreation Director*
dbingaman@valleycountyid.gov

**EMILY HOLMES**
*Valley County Recreation Planner*
eholmes@valleycountyid.gov

**DANNY AMEN**
*Valley County Recreation Coordinator*
damen@valleycountyid.gov

coordinate with VC Road Department, VC Parks and Recreation, and Valley County Pathways on design and location. Traffic studies (updated 2025) in the application show a projected additional 8,071 vehicle trips daily on West Mountain Road when the development is completed. The increased traffic will create acute safety concerns for both motorized and non-motorized recreational users and commuters and needs to be mitigated with designated commuter routes.

Thank you for considering our input and we look forward to improving recreational access and amenities in Valley County.

# Valley County Recreation Department

P.O. Box 1350 • 219 N. Main Street
Cascade, Idaho 83611-1350

Phone (208) 382-4425

**DAVE BINGAMAN**
*Valley County Recreation Director*
dbingaman@valleycountyid.gov

**LEIGH HOLMES**
*Valley County Recreation Planner*
lholmes@valleycountyid.gov

**DANNY AMEN**
*Valley County Recreation Coordinator*
damen@valleycountyid.gov

To: Valley County Planning and Zoning Commission
August 18, 2026

Valley County Parks and Recreation Department asks that the following points be included in the public record and considered as they pertain to any determination on PUD 26-001. We appreciate that recreation is being considered in the Red Ridge Village proposal and recognize that recreation management is a collaborative process. If best intentions are assumed, it appears that the public will have access to summer and winter trails in Red Ridge Village. However, the proposal is not specific enough to ensure that recreational access is conserved in perpetuity, including during the first development phase of Red Ridge Village.

Appendix I Open Space and Amenities describes the role of open space in integrating "long-term stewardship… and public access where appropriate," with the understanding that "public access may be limited or seasonally restricted" (p. I-2) and that "development-specific maintained areas" (p. I-5) may be closed to public use. The Red Ridge Village Applicant (DFD) has indicated to Recreation staff that potential reasons for recreational closures include neighborhood amenities that are only available to residents (i.e. a pool or clubhouse). In response to these items, we would request that language is added to the PUD as a Condition of Approval that describes the HOA's trail and trailhead operating plans (including seasonality), as well as language addressing how the trail/trailhead operator will maintain public access to trails and open spaces alongside the future addition of development-specific amenities. We suggest the language also include steps for trail/trailhead reopening after necessary closure (for example, wildfire risk) as part of the operations plan.

To ensure that recreational access is conserved throughout the duration of the development, we would request that language is added to the PUD requiring the developer to install trails and public access in the first phase of development. This requirement should further specify that no home construction may begin prior to the full implementation of the trails and public access outlined in the agreement, thus preserving the integrity of recreational access throughout the development process. As part of the above, we request that a full illustration of the trail system be presented to the Commission. This illustration should specify a complete trail map, parking lot spaces to be developed, public restrooms to be installed, and materials to be used in the construction of each of the above. We believe that parking should be included as part of any approval of the PUD as this will minimize future conflicts over street parking and homeowner concerns.

Although Red Ridge Village itself does not directly abut public lands, the land between the Forest Service Boundary and Red Ridge Village is owned by the PUD Applicant. Securing recreational access from West Mountain Road to the Forest boundary is in the public interest and should be an ongoing priority at all stages of the Red Ridge Village development and future developments on the Applicant's adjacent private land.

# Valley County Recreation Department

P.O. Box 1350 • 219 N. Main Street
Cascade, Idaho 83611-1350

Phone (208) 382-4425

**DAVE BINGAMAN**
*Valley County Recreation Director*
dbingaman@valleycountyid.gov

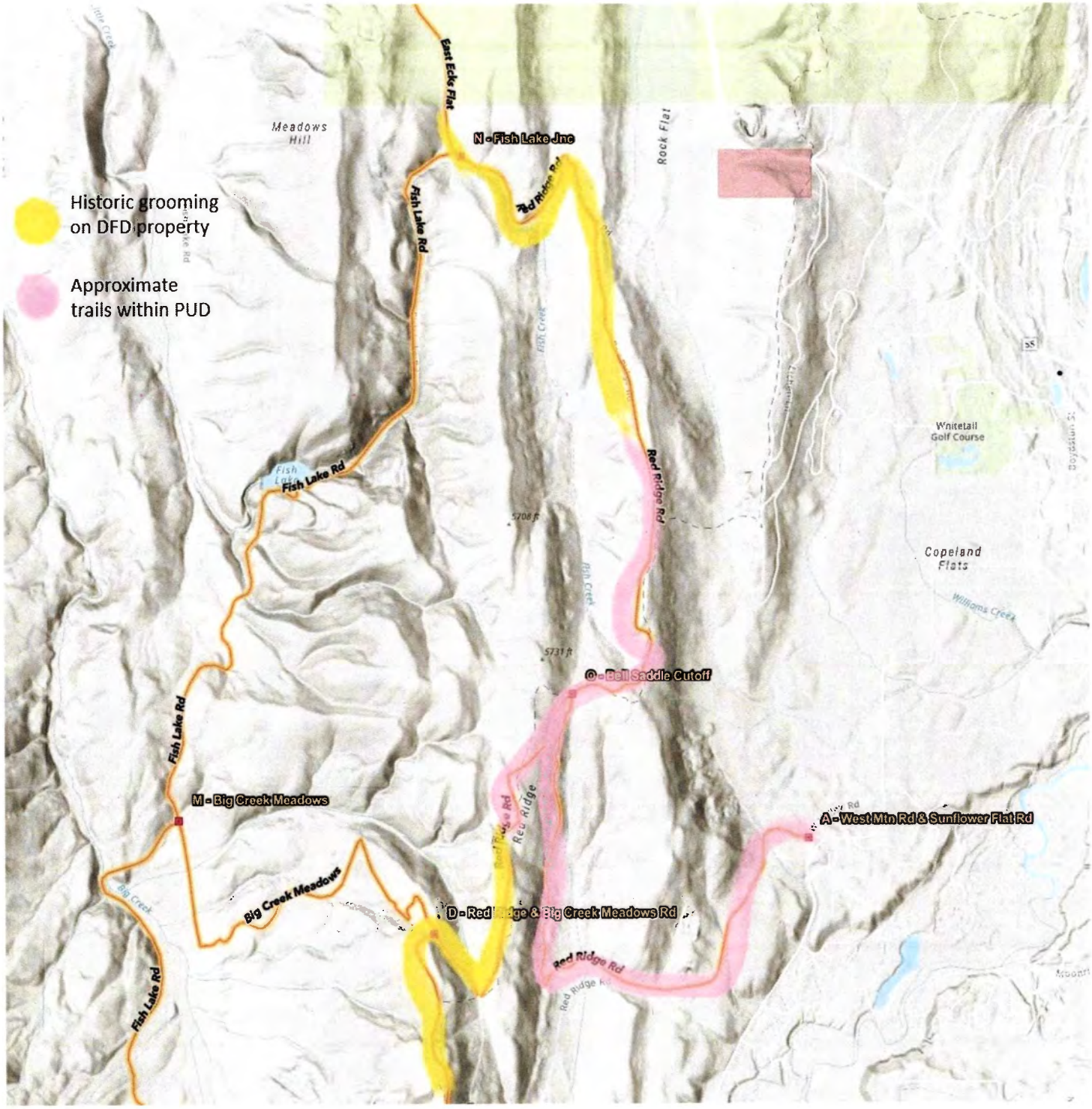
**LEIGH HOLMES**
*Valley County Recreation Planner*
lholmes@valleycountyid.gov

**DANNY AMEN**
*Valley County Recreation Coordinator*
damen@valleycountyid.gov

In the PUD, public access to public lands and existing trails in and beyond the development is not guaranteed for any season or length of time. Red Ridge Road, via Sunflower Flat within the PUD, provides winter recreational access from the proposed development north to recreational areas and trails near Brundage Mountain Ski Resort in Adams County, and additional trails in Valley County. Red Ridge Road has historically been a groomed snowmobile route. It is our request that a permanent Recreational Easement on Red Ridge Road to ensure the future of snowmobile grooming and winter recreation access be granted to Valley County Parks and Recreation as an additional Condition of Approval to preserve this access. Idaho State Statute (ID 36-1604) provides a mechanism to create permanent Recreational Easements that limits property owner liability. Parking fee schedules, a description of how winter users will have access to the snowmobile trailhead/staging area, and how recreation managers at the development will collaborate with the Valley County snow grooming program (including seasonal dates for snowmobile trail maintenance) should also be added to the PUD as a Condition of Approval. Securing a recreational easement on Red Ridge Road through DFD property is significant in preserving public access to recreation.

Finally, we are concerned about non-vehicle recreation and commuter safety on West Mountain Road. Red Ridge Village will require upgrades to existing transportation infrastructure on West Mountain Road. Improvements for recreational users should be considered in the approval of this project. West Mountain Road is already a popular bicycle route and will become a more popular non-vehicle commuter route as new homes are built. Upgrades to transportation infrastructure should include a paved, detached pedestrian and bicycle pathway as a Condition of Approval. The developer should coordinate with VC Road Department, VC Parks and Recreation, and Valley County Pathways on design and location. Traffic studies in the application show a projected additional 8,071 vehicle trips daily on West Mountain Road. Increased traffic creates acute safety concerns for drivers and cyclists and needs to be mitigated with designated commuter routes.

Thank you for considering our input and we look forward to working with the applicant in the future to improve recreation in Valley County.


Historic grooming on DFD property
Approximate trails within PUD
East Ecke Flat
N - Fish Lake Jnc
Red Ridge Rd
Rock Flat
Meadows Hill
Fish Lake Rd
Fish Lake
Red Ridge Rd
Whitetail Golf Course
Copeland Flats
Williams Creek
5708 ft
5731 ft
O - Bell Saddle Cutoff
Fish Lake Rd
M - Big Creek Meadows
Red Ridge
A - West Mtn Rd & Sunflower Flat Rd
Big Creek
Big Creek Meadows
D - Red Ridge & Big Creek Meadows Rd
Red Ridge Rd
Fish Lake Rd

**From:** Flack,Brandon <brandon.flack@idfg.idaho.gov>
**Sent:** Friday, February 13, 2026 3:42 PM
**To:** Cynda Herrick <cherrick@valleycountyid.gov>; Lori Hunter <lhunter@valleycountyid.gov>
**Cc:** Berkley,Regan <regan.berkley@idfg.idaho.gov>
**Subject:** Re: PUD 26-001 Red Ridge Village Concept

Hi Cynda and Lori,

IDFG has reviewed the application information provided for PUD 26-001 Red Ridge Village Concept and has the following comments and suggestions.

- On page 38 of the "Plan Overview_PUD Criteria Compliance_CUP Criteria Review" document, the applicant claims they are coordinating with IDFG. We have not received any direct communication from the applicant or their representatives/consultants. It is possible they submitted a data request to IDFG to assist in their analysis of the area, but we would not consider that consultation or coordination with the agency. IDFG is available to coordinate with the applicant on wildlife related concerns or issues. They should contact me or Regan Berkley to initiate those conversations.
- There are several statements throughout the "Plan Overview_PUD Criteria Compliance_CUP Criteria Review" document that claim the 149-acre meadow area is elk winter habitat. The applicant states that "regional data and mapping" was used to make that determination. The determination is not accurate. IDFG has not mapped winter habitat for elk in Valley County and we do not consider Valley County as winter habitat for elk.
- In addition, in the table on page 10 of the document, the applicant provides a narrative related to the meadow being winter habitat for elk and that "*Open space corridors connect the meadow area to the remaining preserved open and public lands to the north, south, and west*" implying that big game animals will be able to freely move throughout the project area. However, the figures they provide of the project layout do not show these corridors. It appears that the meadow is surrounded on 3 sides by development. IDFG is concerned that this may pose a problem for big game animals that do find their way into the meadow and may not easily be able to find their way back out. If the applicant intends to retain habitat corridors that connect the meadow to other open areas, the figures should clearly represent those and the corridors should be large enough that big game animals can easily use them.
- The document does not provide a definition of "*managed natural open space*" and IDFG is unclear how that natural open space will be managed moving forward. This term should be defined and proposed management practices should be clearly presented.
- On page 18, it states, "*Red Ridge Village HOA will coordinate a development-wide solid waste provider for trash and recycling services.*" IDFG recommends that the county require certified bear-resistant trash containers by all residents and commercial entities throughout the development. The applicant could refer to the McCall waste ordinance for appropriate language and more information.
- IDFG appreciates that the CC&Rs will prohibit feeding wildlife. IDFG recommends that the applicant refer to the McCall feeding ordinance for suggested language. The City of Pocatello also has a wildlife feeding ordinance that could provide useful terminology.

Please let us know if you have additional questions or information needs as this project progresses.

Thanks,

**Brandon Flack**
Regional Technical Assistance Manager
Idaho Dept. of Fish and Game
Southwest Region
15950 N. Gate Blvd.
Nampa, ID 83687
Ph: (208) 854-8947

**From:** Flack,Brandon <brandon.flack@idfg.idaho.gov>
**Sent:** Tuesday, February 24, 2026 5:21 PM
**To:** Cynda Herrick <cherrick@valleycountyid.gov>; Lori Hunter <lhunter@valleycountyid.gov>
**Cc:** Berkley,Regan <regan.berkley@idfg.idaho.gov>; Hallie.Adams@dfdevelopmentllc.com <hallie.adams@dfdevelopmentllc.com>; Christine Richman <crichman@gsbsconsulting.com>
**Subject:** Re: PUD 26-001 Red Ridge Village Concept

Hi Cynda,

I wanted you to be aware that Regan and I had a conversation with the DF Development folks today. Regan and I were not aware, but they did pop into our Regional Office on Feb. 24, 2025, and spoke with our Regional Supervisor. Unfortunately, that information was never relayed to us, hence the first bullet point in my previous email. Today, we chatted about the need for more frequent communication, specifically with me and Regan, if they want to coordinate with IDFG and get our input as plans for the project are developed. DF Development committed to more frequent communication and coordination with IDFG moving forward. Since the county is the decision-maker for this project, I asked that you be included in any email communications between DF Development and IDFG so you are included in the conversations about the project.

Please let me know if you any questions.

Thanks,

**Brandon Flack**
Regional Technical Assistance Manager
Idaho Dept. of Fish and Game
Southwest Region
15950 N. Gate Blvd.
Nampa, ID 83687
Ph: (208) 854-8947

EXHIBIT 4
PUD 26-001
PZ 2-25-2026

**From:** Berkley,Regan <regan.berkley@idfg.idaho.gov>
**Sent:** Wednesday, August 19, 2026 10:03 AM
**To:** Flack,Brandon <brandon.flack@idfg.idaho.gov>; Cynda Herrick <cherrick@valleycountyid.gov>
**Subject:** Re: Red Ridge Village

Hi Cynda,
As a reminder, Northern Idaho ground squirrels are managed by the U.S. Fish and Wildlife service because they are a threatened species. Therefore specific consultation about how to avoid adverse effects to ground squirrels or their habitat needs to go through that agency. As Brandon notes, we have not detected ground squirrels at that site in years, but it is mapped as northern Idaho ground squirrel habitat.
Regan

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**From:** Flack,Brandon <brandon.flack@idfg.idaho.gov>
**Sent:** Wednesday, 19 August 2026 10:00:23
**To:** Cynda Herrick <cherrick@valleycountyid.gov>; Berkley,Regan <regan.berkley@idfg.idaho.gov>
**Subject:** Re: Red Ridge Village

Hi Cynda,

We don't know of any NIDGS in the project area. It is historic range for them but as Regan mentioned in the P&Z work session we attended, it is highly unlikely that NIDGS would recolonize that area because it is so far away from where they are currently.

**Brandon Flack**
Regional Technical Assistance Manager
Idaho Dept. of Fish and Game
Southwest Region
15950 N. Gate Blvd.
Nampa, ID 83687
Ph: (208) 854-8947

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**From:** Cynda Herrick <cherrick@valleycountyid.gov>
**Sent:** Wednesday, August 19, 2026 7:23 AM
**To:** Flack,Brandon <brandon.flack@idfg.idaho.gov>; Berkley,Regan <regan.berkley@idfg.idaho.gov>
**Subject:** Red Ridge Village

Are there Northern Idaho Ground Squirrels on the Red Ridge Village property...?

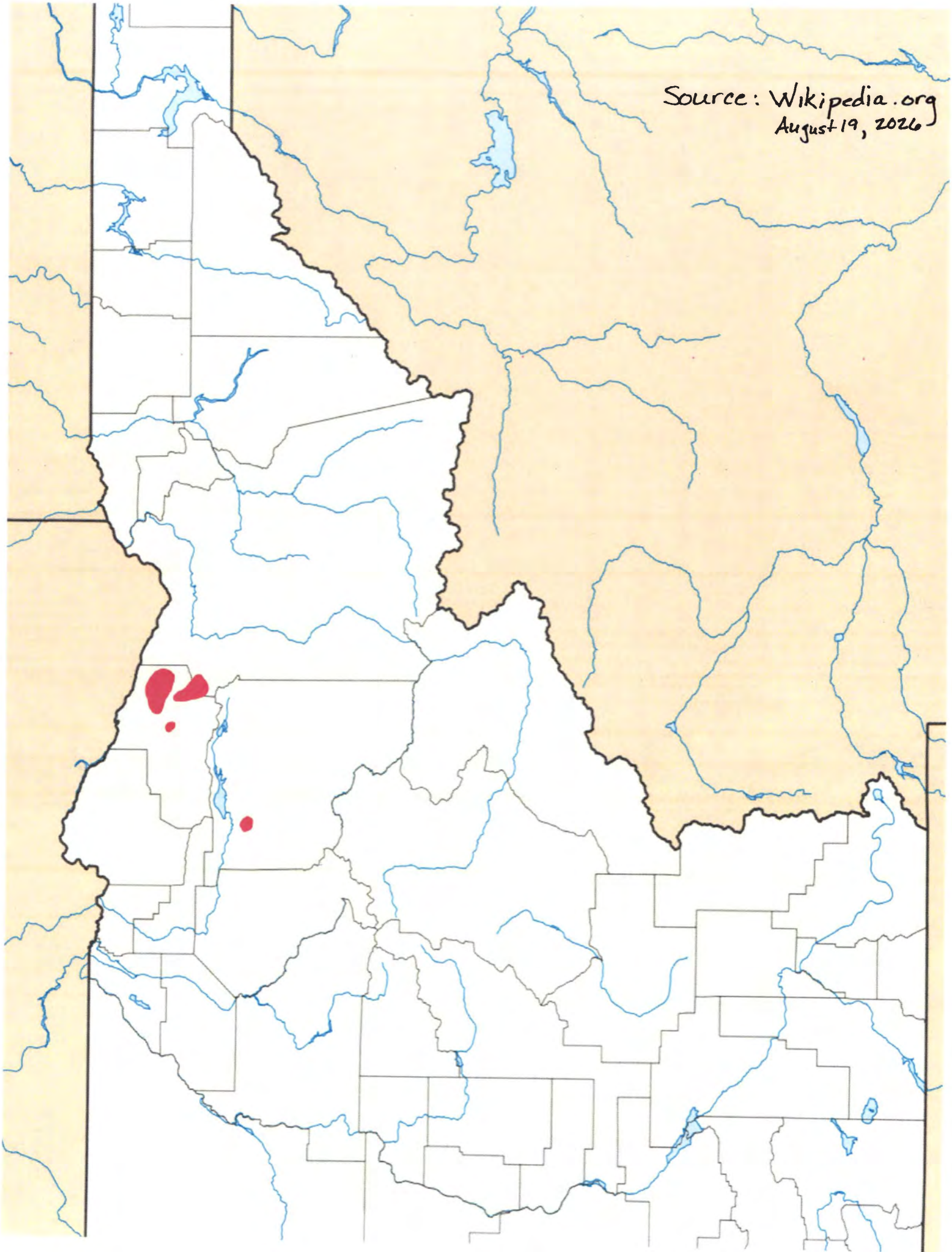
General Area...




Cynda Herrick, AICP, CFM
Valley County
Planning and Zoning Director
Floodplain Coordinator
PO Box 1350
Cascade, ID 83611
(208)382-7116

"Live simply, love generously, care deeply, speak kindly, and leave the rest...."

**S***ervice* **T***ransparent* **A***ccountable* **R***esponsive*


Source: Wikipedia.org
August 19, 2026

City of McCall

www.mccall.id.us

216 East Park Street
McCall, Idaho 83638

Phone 208-634-7142
Fax 208-634-3038

February 12, 2026

Cynda Herrick
Planning & Zoning Director
PO Box 1350
Cascade, ID 83611

RE: PUD 26-001 Red Ridge Village Concept

Dear Valley County Planning and Zoning Commission Members,

On behalf of the McCall City Council, this letter provides comments on DF Development LLC's proposed "Red Ridge Village" development (PUD 26-001) southwest of McCall. The hearing on this application is set for February 25, 2026.The City of McCall believes this development as presented would have significant impacts on land use planning, workforce housing, transportation, wildfire, and other public service delivery and finance that should be considered in evaluating the proposal.

As previously stated, this concept application would establish a "new city" that would be the third largest 'city' in Valley County after McCall. Concept approval establishes the overall land use intensity, pattern, and expectations for infrastructure and environmental mitigation. If too much detail is deferred, the County may lose leverage to ensure infrastructure timing, performance standards, and long-term maintenance commitments align with the approved density and impacts. As such, much greater review, analysis and disclosure is needed. Based on our initial analysis, here are our comments and concerns:

**Land Use Planning, Phasing and Fiscal Impact Analysis**

While the updated application materials include an analysis table for how the proposal would comply with the Valley County Comprehensive Plan, the details associated with the analysis or examples from within application exhibits is unavailable to verify the mechanism for meeting plan goals, making true compliance unclear.

***Long Range Planning***

In the *Valley County Comprehensive Plan* Chapter 13 on land use, the plan states under Goal I, Objective 3 ("discourage scattered, sprawling, haphazard suburban development by"):

a) Controlling suburban development on open foothills.
b) Continuing to implement land use planning in order to avoid conflicts with noncompatible uses.
c) Encouraging development in .... compact subdivisions thus facilitating better use of utilities, road maintenance, police, and fire protection.

The DF Development proposal creates sprawl along the ridge to the southwest of McCall and adjacent to the former McCall Impact Area and City limits.

The concept remains inconsistent with the *McCall Area Comprehensive Plan*, with no analysis of the development's relationship to the immediately adjacent municipality other than connection via Transportation Network, although the materials acknowledge the development, and its residents would remain dependent on services within the City of McCall. Planning with input from the residents envisioned the West Valley side of town as preserved open space (density transferred into City limits and open space preserved) so as not to create sprawl development. *Connecting McCall: Concepts Plans for Lardo and West Valley* envision an urban edge to McCall to preserve a distinctive edge that shapes the community.

***Development Agreements and Phasing Tools***

The application anticipates a future development agreement but does not clearly outline which commitments would be fixed at the concept stage. For large, multi-decade developments, the development agreement is often the primary enforcement tool to ensure infrastructure delivery and mitigation over time. A project of this scale should be able to estimate impacts to the cost of public agencies using a Fiscal Impact Study, which could provide high-level cost impact information to accompany the PUD and Development Agreement review. Then the County would have the tools to lock in infrastructure timing and standards, establish financial assurances and bonding, and refine remedies if phasing commitments are not met. Valley County could require that the concept approval be accompanied by, or conditioned on, a development agreement framework that clearly identifies required commitments and enforcement mechanisms.

**Workforce Housing**

Additional detail on the workforce housing mentioned in the concept is also needed. The applicants provide information on the numbers of units of workforce housing and estimated timing of phase, but do not provide detailed information including type, precise mix of income levels, whether units would be for ownership or rental, target prices, how the units would be administered, outline of long term management and compliance, how many units would be needed for the workforce associated with the development itself in the long and short term, assurances of affordability, and how affordability is defined.

More information is needed to understand how this proposal would contribute to the supply of local housing rather than worsen the affordability and supply problems we are experiencing. This should also include additional information on how, beyond the 170 deed-restricted local housing units, the development will encourage year-round residents to reach the stated goal of 35 percent of households with children under 18 yrs). The applicant should assess how their proposal would impact housing affordability with reference to existing recent studies, including the West Central Mountains Economic Development Council (WCMEDC) regional housing needs assessment and the McCall Area Local Housing Action Plan. The specific details and commitments should be outlined in the Development Agreement.

Additionally, we note the following incomplete or missing responses in the Impact Report:

- Question 19 (Number of residential dwelling units, other buildings and building sites, and square footage or gross non-residential floor space to be available) - *incomplete*
- Question 20 (Stages of development in geographic terms and proposed construction time schedule) - *incomplete*
- Question 21 (Anticipated range of sale, lease or rental prices for dwelling units, building or other site, or non-residential floor space in order to insure compatibility with adjacent land use and development) – *incomplete*

**Transportation Impacts:**
This village concept along with its location away from retail and community services would increase automobile traffic in a manner that does not align with the City of McCall's Transportation Master Plan and McCall Area Comprehensive Plan goals for land use and transportation.

The 11/11/25 Transportation Impact Study (TIS) indicates approximately 8000 daily weekday automobile trips generated by this project at buildout will increase traffic on City streets. The TIS recommends mitigations including signal installations at State Highway 55-Boydstun St and the Boydstun-West Valley Rd intersections would be required. The Valley County Roads Director (Kerstin Detrich) corresponded with City staff on 1/15/26 indicating the County had just begun their formal engineering review and would coordinate a meeting with the City Engineer soon. This coordination meeting is critical for both agency's staff to understand specifically which mitigations and developer funded investment in city, county and state roadway systems will be required by Valley County to offset the project's impacts to these facilities The TIS also indicates the project will impact SH-55 at multiple locations (in addition to Boydstun and Deinhard (within City limits) Accordingly, coordination with the Idaho Transportation Department (ITD) should also be completed to ensure proper mitigations to SH-55 is required as part of the buildout of this development for mitigations proposed on SH-55.

**Wildfire Protection and emergency access**
The development would create a new community at the wildland-urban interface in an area that, according to Valley County's Hazards and Risk Map, is considered a high wildfire risk area. The Wildland–Urban Interface plan outlines defensible space standards, fuel treatment concepts, and emergency access, but long-term funding, enforcement, and phasing triggers are not fully defined. Wildfire mitigation depends on ongoing maintenance and enforcement, not just initial construction. Without binding mechanisms, future residents and associations may not maintain required standards. Valley County could condition approval on enforceable wildfire mitigation obligations, including phasing triggers for secondary access and water supply and defined enforcement authority.

**Open space, trails, and public access**
The proposal identifies extensive open space and trail systems, but some areas of restricted or seasonal access are not yet defined, and long-term governance involves multiple entities. Public

expectations regarding access and conservation can diverge significantly if boundaries and rules are not clear at entitlement. Long-term stewardship also depends on clear authority and funding. The County could require clearer definition of open space categories and governance structure prior to concept approval, even if detailed trail alignments are refined later.

We urge the Valley County Planning and Zoning Commission to consider the comments and concerns outlined within this agency comment letter. City Staff is committed to continue to work with Valley County staff on on the various issues that will impact McCall. This Red Ridge Village proposal is better than the last submittal but still lacks the details, analysis and mechanisms for the County to (1) fully evaluate the proposal and understand cost of public service delivery or (2) ensure the project is implementable into the future and is in the best interest of all parties and the community.

Respectfully submitted,

Colby Nielsen
Mayor
City of McCall

Cc: McCall City Council
Valley County Planning and Zoning Commission
McCall Fire Protection District
Valley County EMS District
Adams County Planning and Zoning Commission
Office of the Governor
Idaho DEQ
Idaho Transportation Department

City of McCall

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Phone 208-634-7142
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May 19, 2026

RE: PUD 26-001 Red Ridge Village Concept - Agency Comment Letter

Dear Valley County Planning and Zoning Commission Members and Valley County Staff,

On behalf of the City of McCall staff, this letter provides supplemental comments from McCall City Council regarding DF Development LLC's proposed "Red Ridge Village" development (PUD 26-001), following review of the applicant's March 16, 2026 response letter to agency comments.

The City appreciates the applicant's willingness to respond to comments and continue discussions with Valley County and affected agencies. The applicant's responses provide additional clarification in some areas; however, many responses continue to defer substantive details, mitigation commitments, and implementation mechanisms to future phases, future engineering, or future development agreement discussions. Given the scale of the proposal and its long-term regional implications, the City continues to believe that additional detail and enforceable commitments are necessary at the concept approval stage to allow Valley County and affected agencies to fully evaluate impacts and ensure the project can be implemented consistent with public safety, infrastructure capacity, fiscal sustainability, and adopted planning policies.

As previously stated, this proposal would establish a community of a scale comparable to the larger incorporated communities in Valley County and would have long-term impacts on regional transportation systems, emergency services, housing, environmental resources, recreation, and service delivery patterns in the greater McCall area. Concept approval establishes the framework for future development intensity, infrastructure obligations, and mitigation expectations. Deferring too many key decisions to future phases may reduce the County's ability to ensure enforceable implementation over the life of the project.

Based on review of the applicant's response materials, the City provides the following additional comments and requests for clarification.

*Land Use Planning and Regional Coordination*: The applicant's response emphasizes that the proposal is governed primarily by the Valley County Comprehensive Plan because the property lies outside McCall city limits. While the City acknowledges Valley County's jurisdiction over the property, the project's scale and proximity to McCall create direct and substantial regional impacts that extend beyond jurisdictional boundaries. The application materials acknowledge that future residents will continue to rely upon services, employment, commercial activity, recreation access, and transportation systems centered in McCall.

The City remains concerned that the proposal is inconsistent with long-standing regional planning objectives reflected in the *McCall Area Comprehensive Plan* (2018) and related planning efforts that envisioned preservation of the western edge of town edge and avoidance of sprawling development

patterns adjacent to McCall. The applicant's response does not substantially address how the proposed development pattern aligns with those planning principles.

*Development Agreement and Phasing*: The applicant states that development agreement discussions are ongoing with Valley County and will be resolved prior to approval. Given the size and anticipated duration of the project, the development agreement will be one of the County's primary implementation and enforcement tools. Any concept approval should be accompanied by a detailed development agreement framework that identifies:

- Infrastructure timing and phasing obligations
- Financial assurances
- Wildfire mitigation responsibilities
- Transportation mitigation obligations
- Open space ownership and maintenance responsibilities
- Housing commitments and compliance mechanisms; and
- Enforcement remedies if obligations are not met.

*Transportation Impacts and Coordination*:

The City received a copy of the project's revised transportation Impact study (TIS), dated 5/12/26 on 5/15/26. We understand that the Valley County Engineer will be doing a thorough technical review of this study and will provide both the City's Engineer and County Road and Bridge Director a comprehensive evaluation of the analysis.

Based on our limited review, the revised TIS indicates the proposed project plans to complete mitigation by measures 2029 to offset impacts caused by increased traffic volumes at the following locations within the City:

- West Valley Road/Boydstun Lane (City/County ownership): Installation of a traffic signal when warranted and including an eastbound, right turn overlap phasing signal program.
- Boydstun St/SH-55 (City/ITD ownership): installation of a traffic signal when warranted.
- Deinhard Ln/SH-55 (City/ITD ownership): implement eastbound right turn overlap phasing to the signal programming and construction of a southbound, right turn pocket.

The TIS indicates implementing these measures by 2029 will allow these intersections to operate at successful levels until 2036 at a minimum. Proper coordination between Valley County, ITD and the City of McCall during final design of the mitigation construction plans must occur to ensure design plans conform to all respectful agency design requirements to ensure final approval and permits can be issued for construction.

Additional mitigation measures for the 2036 horizon are also proposed in the TIS. However, the City recommends that by 2031 (5 years after the current TIS), the Development provides a revised/updated TIS that can more accurately address needed additional traffic mitigation measures that are based on the most current traffic projections and traffic congestion conditions.

Given the project location and development pattern will increase dependency on automobile travel and create additional pressure on roadway systems already experiencing seasonal congestion, it is suggested

that the applicant work with the Regional Transit Provider to mitigate transportation demand from this project and create regional transit linkages.

*Workforce Housing*: The applicant's response provides additional narrative regarding deed-restricted housing; however, many implementation details remain undefined and deferred to future phases. The following additional information is necessary to evaluate whether the proposed housing program will meaningfully address local housing needs over the long term is needed:

- Income targeting and affordability definitions
- Rental versus ownership structure
- Unit pricing assumptions
- Long-term administration and compliance monitoring
- Enforcement mechanisms for affordability restrictions
- Workforce demand associated with construction and long-term operations; and
- Measures intended to support year-round occupancy.

*Wildfire Risk, Emergency Access, and Long-Term Maintenance*: The applicant's response states that long-term vegetation management and fuel reduction activities will be funded by the development and evaluated annually, with larger treatments occurring on a 5–10 year cycle. While this clarification is helpful, long-term wildfire mitigation obligations should be formalized through enforceable mechanisms tied to the development agreement, CC&Rs, and future approvals.

The proposed development would establish a new community in a high wildfire risk area within the wildland-urban interface. Long-term effectiveness of wildfire mitigation depends on ongoing maintenance, inspection, funding, and enforcement over time. Clearly defined phasing triggers for secondary emergency access routes, emergency water infrastructure, and ongoing vegetation management responsibilities are warranted.

*Open Space and Public Access*: The applicant's response provides additional clarification regarding proposed open space categories and notes that additional protections may be incorporated into the CC&Rs and development agreement. The following clarifications include:

- Ownership and governance of open space areas;
- Public versus private access rights;
- Long-term stewardship responsibilities;
- Funding mechanisms for maintenance;
- Seasonal or restricted access protocols; and
- Enforcement authority.

*Completeness of Concept Application*: Several responses continue to indicate that important project details, including residential unit counts, pricing, engineering, access design, and future land use details, remain subject to future engineering and platting. While refinement during later phases is expected, the City continues to believe that additional certainty and detail are necessary at the concept stage to support informed decision-making on a project of this scale.

The City respectfully requests that Valley County continue to work collaboratively with affected agencies and ensure that any approval framework includes sufficient detail, phasing controls, financial

assurances, and enforcement mechanisms to protect the long-term interests of Valley County, the City of McCall, and the broader community.

Sincerely,

Michelle Groenevelt, AICP
Community & Economic Development Director

Cc: McCall City Council
McCall Planning and Zoning Commission

1445 N. Orchard St.
Boise ID 83706 • (208) 373-0550

Brad Little, Governor
Jess Byrne, Director

February 9, 2026

Cynda Herrick, Planning & Zoning Director
Valley County Planning & Zoning
219 N. Main Street
Cascade, Idaho 83611
cherrick@co.valley.id.us

Subject: P.U.D. 26-001 Red Ridge Village Concept

Dear Cynda Herrick:

Thank you for the opportunity to respond to your request for comment. While DEQ does not review every project on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at: https://www2.deq.idaho.gov/admin/LEIA/api/document/download/15083.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. **AIR QUALITY**
   - Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), and trade waste burning (58.01.01.600-617).
   - For new development projects, all property owners, developers, and their contractors must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.
   - DEQ recommends the city/county require the development and submittal of a dust prevention and control plan for all construction projects prior to final plat approval. Dust prevention and control plans incorporate appropriate best management practices to control fugitive dust that may be generated at sites.
   - Citizen complaints received by DEQ regarding fugitive dust from development and construction activities approved by cities or counties will be referred to the city/county to address under their ordinances.
   - Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractors are responsible for ensuring no prohibited open burning occurs during construction.
   - For questions, contact David Luft, Air Quality Manager, at (208) 373-0550.

## 2. WASTEWATER AND RECYCLED WATER

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the local public health district.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.
- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect groundwater.
- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

## 3. DRINKING WATER

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
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For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

4. **SURFACE WATER**

- A Construction General Permit from DEQ may be required for projects that meet the eligibility criteria and have an allowable discharge of storm water or authorized non-storm water associated with construction activities. For questions, contact Emily Montague, IPDES Compliance Supervisor, at (208) 813-0872.

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For questions, contact Lance Holloway, Surface Water Manager, at (208) 373-0550.

5. **SOLID WASTE, HAZARDOUS WASTE AND GROUNDWATER CONTAMINATION**

- **Solid Waste.** No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards (IDAPA 58.01.06), Rules and Regulations for Hazardous Waste (IDAPA 58.01.05), and Rules and Regulations for the Prevention of Air Pollution (IDAPA 58.01.01). Inert and other approved materials are also defined in the Solid Waste Management Regulations and Standards.

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservations and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.

- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.24.060 and 58.01.24.061). Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.24.060.01 and 58.01.24.061.04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

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  For questions, contact Matthew Pabich, Waste & Remediation Manager, at (208) 373-0550.

**6. ADDITIONAL NOTES**

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, additional regulations may apply. If an UST is present, the site should be evaluated to determine whether the UST is regulated by DEQ. If an AST is identified, EPA may have additional requirements. Both UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at (208) 373-0550, or visit the DEQ website https://www.deq.idaho.gov/waste-management-and-remediation/storage-tanks/leaking-underground-storage-tanks-in-idaho/ for assistance. If applicable to this project, DEQ recommends that BMPs be implemented for any of the following land uses: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, ponds and outdoor gun ranges. Please contact DEQ for more information on any of these conditions.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208) 373-0550.

Sincerely,

Troy Smith
Regional Administrator

1445 N. Orchard St.
Boise ID 83706 • (208) 373-0550

Brad Little, Governor
Jess Byrne, Director

April 13, 2026

Cynda Herrick, Planning & Zoning Director
Valley County Planning & Zoning
700 S. Main Street, Cascade, ID 83611
cherrick@valleycountyid.gov

Subject: Work Session - PUD 26-001 Red Ridge Village

Dear Cynda Herrick:

Thank you for the opportunity to respond to your request for comment. While DEQ does not review every project on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at: https://www2.deq.idaho.gov/admin/LEIA/api/document/download/15083.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. **AIR QUALITY**
   - Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), and trade waste burning (58.01.01.600-617).
   - For new development projects, all property owners, developers, and their contractors must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.
   - DEQ recommends the city/county require the development and submittal of a dust prevention and control plan for all construction projects prior to final plat approval. Dust prevention and control plans incorporate appropriate best management practices to control fugitive dust that may be generated at sites.
   - Citizen complaints received by DEQ regarding fugitive dust from development and construction activities approved by cities or counties will be referred to the city/county to address under their ordinances.
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   - For questions, contact David Luft, Air Quality Manager, at (208) 373-0550.

2. **WATEWATER AND RECYLED WATER**
   - DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
   - IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the local public health district.
   - All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.
   - DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect groundwater.
   - DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.
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Troy Smith
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1445 N. Orchard St.
Boise ID 83706 • (208) 373-0550

Brad Little, Governor
Jess Byrne, Director

July 27, 2026

Cynda Herrick, Planning & Zoning Director
Valley County Planning & Zoning
700 S. Main Street, Cascade, ID 83611
cherrick@valleycountyid.gov

Subject: PUD 26-001 Red Ridge Village Concept

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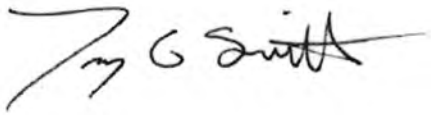
Sincerely,



Troy Smith
Regional Administrator

**From:** Garrett de Jong <garrett@mccallfire.com>
**Sent:** Thursday, February 19, 2026 8:59 AM
**To:** Lori Hunter <lhunter@valleycountyid.gov>; Cynda Herrick <cherrick@valleycountyid.gov>
**Cc:** Ryan Garber <ryan@mccallfire.com>; Mike Bertrand <mike@mccallfire.com>; Andrew Schaffran <andrew@mccallfire.com>; Mara Hlawatschek <mhlawatschek@valleycountyid.gov>; Paul Wagner <pwagner@sitpa.idaho.gov>
**Subject:** PUD 26-001 Red Ridge Village

**McCall Fire Protection District Comments – PUD 26-001, Red Ridge Village**

Dear Valley County Planning and Zoning Commission,
The Fire District has reviewed the application materials for Planned Unit Development (PUD) 26-001, Red Ridge Village, and has met with the applicant to discuss fire protection requirements. The following comments are provided for inclusion in the project record and are based on the 2018 International Fire Code (IFC), adopted standards, and the Fire District's adopted service objectives.

**Fire Protection Water Supply**

- A pressurized fire hydrant system capable of delivering a minimum of 1,500 gallons per minute (GPM) for a duration of two (2) hours for one- and two-family dwellings, plus any additional calculated fire flow demand attributable to the development, shall be installed and operational prior to vertical construction of each phase (IFC Appendix B, 2018).
- In one- and two-family residential areas, fire hydrants shall be spaced no more than 500 feet apart, with a maximum distance of 250 feet from any point along road frontage to a hydrant, consistent with IFC Appendix C (2018). Hydrant spacing shall be reduced where required fire flow exceeds 1,750 GPM, pursuant to Appendix C, Table C102.1.
- For commercial and multifamily buildings, the water system shall be capable of providing fire flow in accordance with IFC Section B105 (2018). Reduced fire flow may be permitted for sprinklered buildings in accordance with IFC Table B105.2.
- Site plans and commercial building plans for each phase shall be submitted to the Fire District for review and approval prior to issuance of building permits. This review shall address hydrant placement, any required automatic fire sprinkler system plans, automatic fire detection systems, fire department connections, potential dry standpipe locations, building and apparatus access, Knox Box locations, and any propane storage or distribution systems.

**Fire Apparatus Access Roads**

- All fire apparatus access roads shall be constructed to Valley County standards and shall provide an unobstructed width of not less than 20 feet, exclusive of shoulders, and an unobstructed vertical clearance of not less than 13 feet 6 inches, except where otherwise permitted by the IFC (IFC Sections D103.1 and 503.2.1, 2018). All fire apparatus access roads and fire protection water supply infrastructure shall be

installed, inspected, approved, and operational prior to final plat recordation or commencement of vertical construction within each phase of the development, in accordance with IFC Section 501.4 (2018). Where a fire hydrant or draft site is located along a fire apparatus access road, the minimum unobstructed road width shall be 26 feet, exclusive of shoulders (IFC Appendix D, Section D103.1).

- Fire apparatus access roads shall be designed, constructed, and maintained to support imposed loads of responding fire apparatus, with an all-weather surface capable of supporting a minimum 70,000-pound vehicle (IFC Section 503.2.3 and 503.7.8).
- Dead-end fire apparatus access roads exceeding 150 feet in length shall be provided with an approved turnaround meeting IFC Appendix D, Table D103.4 standards.

**Multiple Fire Apparatus Access Requirements**

The 2018 IFC requires multiple fire apparatus access roads based on the number of dwelling units served. IFC Sections D107.1 and D107.2 require a minimum of two separate and approved fire apparatus access roads where more than 30 dwelling units are served. IFC Section D106 further requires two fire apparatus access roads for multifamily developments exceeding 100 dwelling units.

While the PUD provides multiple perimeter access points, compliance must be evaluated both for the overall development and for individual high-density sub-areas. The proposed high-density multifamily portion of the project, consisting of approximately 170 dwelling units, is shown with only one permanent point of ingress/egress and a second access identified as temporary.

Temporary access does not satisfy the IFC requirement for a permanent, approved secondary fire apparatus access road and creates an unacceptable single-point-of-failure condition for emergency response and evacuation. Accordingly, the high-density multifamily portion of the development shall be provided with not less than two separate and permanent fire apparatus access roads compliant with IFC Sections D106, D107.1, and D107.2, independent of access provided to the broader PUD. The currently identified temporary access may be made permanent to satisfy this requirement or alternatively may function as resident egress and emergency ingress/egress only, subject to Fire District approval.

**Access Gates**

- Any security or access control gates shall be installed in accordance with UL 325 and IFC Section 503.6, including installation of an approved emergency access (SOS) gate module.
- Gates shall meet the width requirements of IFC Appendix D, Section D103.5.
- Any gate designated for emergency access shall allow resident egress at all times without the use of special knowledge, codes, or devices.

**Liquefied Petroleum Gas (Propane)**

- Metered propane systems are required for any high-density residential or multifamily development.

**Wildland–Urban Interface (WUI) Fire Protection**

1. **WUI Location**
   The subject property is located entirely within the Wildland–Urban Interface (WUI) as defined by Valley County Code, Chapter 7.
2. **Code Compliance**
   A Subdivision WUI Fire Protection Plan is required and shall be prepared, submitted, and approved in compliance with Valley County Code, Chapter 7 – Wildland–Urban Interface Fire Protection Plan.
3. **Incorporation of Wildfire Mitigation Director Review**
   The review, comments, and approval of the Subdivision WUI Fire Protection Plan by the Valley County Wildfire Mitigation Director, including any required revisions or phase-specific updates, are incorporated herein by reference and made conditions of approval.
4. **Mitigation Implementation and Timing**
   All wildfire mitigation measures identified in the approved Subdivision WUI Fire Protection Plan shall be completed, inspected, and verified, or financially guaranteed as approved by Valley County, prior to final plat recordation and/or issuance of building permits, as applicable to each phase of development.
5. **Phased Development Limitation**
   For phased development, no final plat approval or building permits shall be issued for any phase unless the wildfire mitigation measures required for that phase have been completed or financially guaranteed in accordance with the approved Subdivision WUI Fire Protection Plan and County determination.
6. **Site Design Consistency**
   Development layout, lot configuration, and building envelopes shall be consistent with the approved Subdivision WUI Fire Protection Plan and shall incorporate measures to minimize structure-to-structure fire spread.
7. **Long-Term Maintenance and Enforcement**
   Ongoing wildfire mitigation, defensible space maintenance, vegetation management, and Firewise practices shall be incorporated into the project's covenants, conditions, and restrictions (CCRs), shall run with the land, and shall be enforceable by Valley County and/or the applicable homeowners association.

**Fire Protection Facilities, Capital Improvements, and Staffing Impacts**

The bulk of the proposed development is located over five miles from the McCall Fire Station at 201 Deinhard Lane, with estimated response times exceeding ten minutes under normal driving conditions. Given the project's distance from existing facilities, scale, density, and WUI risk profile, maintaining adopted fire protection service objectives would require additional capital improvements, including construction of a fire station and acquisition of a Type 1 structural engine and a wildland fire engine.

The Fire District's adopted Capital Improvement Plan and development impact fee program are based on normal growth projections and planned service areas and do not include capacity or funding for a development of this scale, location, or risk profile. As proposed, the development would exceed the capacity of existing fire protection facilities, apparatus, and staffing.

In addition to capital facilities, the development would create ongoing staffing impacts. Distance from existing stations and WUI operational demands affect the Fire District's ability to assemble and sustain an effective response force within timeframes consistent with nationally recognized standards, including NFPA 1710 and NFPA 1720. Meeting these benchmarks would require additional on-duty personnel, increased staffing availability, and/or alternative deployment models. The Fire District's current staffing model and budget do not include capacity to absorb these additional operational demands without voter approval of a permanent override which would place an additional property tax burden upon all the other taxpayers in the Fire District.

Pursuant to Idaho Code §§ 67-8208 and 67-8210, the Fire District may only impose requirements or fees proportionate to the impacts attributable to the development. Existing impact fee programs do not account for the development's specific location, service demands, or risk characteristics. Accordingly, service to the proposed development would require a development agreement to identify required capital facilities, staffing needs, service levels, and lawful, proportionate funding mechanisms directly attributable to the project.

Potential funding mechanisms to be evaluated through a development agreement may include, but are not limited to, applicant participation in capital facility costs, revision of the impact fee study at the applicant's expense, or establishment of a development-specific impact fee.

Based on current economic conditions, statutory budget and levy limitations, and applicable state tax policy, the Fire District does not have the financial capacity to provide fire protection services to the proposed development without additional funding for capital improvements and staffing directly attributable to the project.
Respectfully submitted,

Garrett de Jong
McCall Fire & EMS

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VALLEY COUNTY PATHWAYS

Received
2-24-2026

P.O. Box 233
McCall, ID 83638

January 23, 2026

Cynda Herrick, Valley County Planning and Zoning Department
Valley County Planning and Zoning Commission
219 N. Main Street
Cascade, Idaho 83611-1350

Dear Cynda and Valley County P&Z Commissioners,

Valley County Pathways is a non-profit trails advocacy organization, based in McCall. Big picture, we are working on developing a valley-wide pathways system that connects the communities of Cascade, Donnelly, Lake Fork, McCall and New Meadows.

We are writing you in reference to PUD 26-001, an application by DF Development to build over 700 homes in the Red Ridge area, which connects to No Business Mountain, No Business Saddle, West Mountain, Tamarack Resort and points south.

We see that DF Development is proposing to build 18 miles of non-motorized trails in the community, but it's not clear if those trails would be open to the general public. We would request that Valley County ensure that those trails will be open to the public. We also would like to request that DF Development provide a public trail that connects from the Red Ridge Village base area to the top of Red Ridge and ties into the public trails on that ridgeline heading north and south and west over to New Meadows and Meadows Valley.

At one time early-on, the owners of Jug Mountain Ranch were not sure if they would make their trail system open to the public, and if they would need to charge for access. Over time, JMR owners realized that their non-motorized trails were a key asset for their community, their residents and the public at-large. They have hosted community racing events in their excellent trail system, the local nonprofits work on trail maintenance and building new trails, and it's just a much bigger community benefit to make the trails open to the public. We feel the same would be true for the Red Ridge Village.

EXHIBIT 2
tabbies
PUD 26-001
PZ 2-26-2026

There is an issue of public trust with DF Development because they have a history of closing and gating roads and trails on their private lands. Many of those roads and trails were open to public use by the previous landowners going back to Boise Cascade Corp., so the closure of those roads and trails has been a big loss for our community. The Red Ridge area has been shut off to public access for a number of years now, and that's been unfortunate.

We saw that Valley County Parks & Recreation is requesting a recreational easement on Red Ridge for winter and summertime use. That's something we would support as well.

We also would hope that public parking areas would be established in the Red Ridge Village area so people who travel to the village to go hiking, biking or trail-running could have a place to park.

Thank you for this opportunity to comment on PUD 26-001.

Sincerely,



Steve Stuebner
Board President
Valley County Pathways, Inc.

# Valley County Building Department

700 Main st
P.O. Box 1350
Cascade, Idaho 83611

Phone: (208) 382-7114
Fax:
www.co.valley.id.us

March 10, 2026

To whom this may concern:

Red Ridge Subdivision

This will impact the building department. All building needs a building permit. Every permit needs atleast 5-8 inspections, a plan review etc.

Respectfully,

Annette Derrick

Annette Derrick
Valley County Building Official

OFFICE OF
**PLANNING & ZONING ADMINISTRATOR**
ADAMS COUNTY
P.O. BOX 48
COUNCIL, IDAHO 83612

Meredith Fisher
Cell: 208-566-2555
Courthouse: 208-253-4106
mfisher@co.adams.id.us

May 15, 2026

Cynda Herrick
PO Box 1350
Cascade ID 83611

Dear Ms. Herrick,

Thank you for the opportunity to comment on Valley County Application, PUD 26-001, Red Ridge Village.

Our Planning & Zoning department has reviewed the application. The related impact to Adams County is, primarily, the use of Fish Lake Road as an emergency access route into the Planned Unit Development. A portion of the road is under County jurisdiction, and there is a private landowner who owns a section as well.

We have met with the Applicant and believe reasonable mitigation can be achieved by the following:

1. Fish Lake Road be brought up to standard as determined by International Fire Code, Adams County, Adams County Road and Bridge and Adams County Emergency Services.

2. The cost of improvement for Fish Lake Road to be brought into compliance, as well as ongoing maintenance, should be the responsibility of the Developer.

We are therefore requesting that a road maintenance agreement, negotiated and approved between DF Development, Adams County, and the private landowner, be considered a condition of approval for this Application to move forward.

Planning and Zoning Staff will attend the work session on May 21. In the meantime, please feel free to reach out if there are any questions.

Thank you,
Meredith Fisher
Planning & Zoning Administrator

Outlook

## PUD 26-001 Red Ridge Village - MFPD Comments

**From** Ryan Garber <ryan@mccallfire.com>
**Date** Thu 7/30/2026 1:13 PM
**To** Cynda Herrick <cherrick@valleycountyid.gov>
**Cc** Travis Smith <travis@mccallfire.com>; Lori Hunter <lhunter@valleycountyid.gov>

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Cynda,

The McCall Fire Protection District's attorney has prepared a Public Safety Impact Study Funding Agreement. That agreement still needs to be approved and signed by the MFPD Commissioners, the EMS District Commissioners and the Valley County Sheriff's Office and/or the Valley County Commissioners. It will then need to be signed reviewed and signed by DF Development.

That process may not be completed by the Valley County PnZ meeting on August 27th, 2026.

That study and its recommendations will determine further comments from the Public Safety agencies affected.

Thanks,
Ryan

**Captain Ryan Garber**
**Fire Prevention / Code Enforcement**
**McCall Fire & EMS**
201 Deinhard Lane
McCall, ID 83638
www.mccallfire.com
Cell: (208) 469-0135

Schedule a Short Term Rental Safety Inspection
Schedule a Phone Call with Ryan
Schedule a Firewise Safety Inspection
Schedule another type of inspection

**From:** Ryan Garber <ryan@mccallfire.com>
**Sent:** Friday, July 31, 2026 10:08 AM
**To:** Cynda Herrick <cherrick@valleycountyid.gov>
**Cc:** Travis Smith <travis@mccallfire.com>; Lori Hunter <lhunter@valleycountyid.gov>
**Subject:** Re: PUD 26-001 Red Ridge Village - MFPD Comments

Hi Cynda,

Attached is the DRAFT Public Safey Impact Study Funding Agreement.

Ryan

**Captain Ryan Garber**
**Fire Prevention / Code Enforcement**
**McCall Fire & EMS**
201 Deinhard Lane
McCall, ID 83638
www.mccallfire.com
Cell: (208) 469-0135

Schedule a Short Term Rental Safety Inspection
Schedule a Phone Call with Ryan
Schedule a Firewise Safety Inspection
Schedule another type of inspection



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**PUBLIC SAFETY IMPACT STUDY FUNDING AGREEMENT**
**FOR THE**
**RED RIDGE VILLAGE PLANNED UNIT DEVELOPMENT (PUD 26-001)**

**PARTIES:**

| | | |
|---|---|---|
| **McCall Fire Protection District** | *Fire District* | 201 Deinhard Lane<br>McCall, Idaho 83638 |
| **Valley Countywide EMS District** | *EMS District* | P.O. Box 4001<br>McCall, Idaho 83638 |
| **Valley County, Idaho** | *Sheriff* | P.O. Box 1350<br>Cascade, ID 83611 |
| **DF Development, LLC** | *Developer* | 6500 West Frwy, Suite 1020<br>Ft. Worth, Texas |

**THIS AGREEMENT** becomes effective upon the Effective Date and is entered by and between the *McCall Fire Protection District*, organized and existing pursuant to Chapter 14 of Title 31 of the Idaho Code, whose address is 201 Deinhard Lane, McCall, Idaho 83638, and the *Valley Countywide EMS District*, an ambulance district formed and existing pursuant to Idaho Code Section 31-3911, whose address is P.O. Box 4001, McCall, Idaho 83638, and *Valley County, state of Idaho- by and through to Sheriff's Office*, aa Idaho County , whose address is P.O. Box 1350 Cascade, ID 83611, and *DF Development, LLC,* an Idaho limited liability company, whose address is 6500 West Frwy, Suite 1020 Ft. Worth, Texas.

**NOW, THEREFORE**, in consideration of the mutual terms, covenants, and conditions contained herein and the recitals set forth which are a material part of the Agreement, the Parties agree as follows:

## ARTICLE I
### TITLE, PARTIES, RECITALS, FINDINGS, AND AGREEMENT

### Section 1.1 – Title

**1.1.1** This Agreement shall be known and may be cited as the *Public Safety Impact Study Funding Agreement for the Red Ridge Village Planned Unit Development (PUD 26-001)* (the "Agreement").

## Section 1.2 – Parties

**1.2.1** This Agreement is entered into by and among the following Parties:

1. **McCall Fire Protection District**, an Idaho fire protection district organized and existing pursuant to Chapter 14, Title 31, Idaho Code (the "Fire District");

2. **Valley Countywide EMS District**, an Idaho emergency medical services district organized and existing pursuant to applicable Idaho law (the "EMS District");

3. **Valley County, Idaho**, acting solely through the Office of the Valley County Sheriff for the purposes described in this Agreement (the "Sheriff"); and

4. **DF Development, LLC**, an Idaho limited liability company (the "Developer").

**1.2.2** The Fire District, the EMS District, and the Sheriff are collectively referred to in this Agreement as the "Participating Agencies."

**1.2.3** The Participating Agencies and the Developer are collectively referred to as the "Parties."

## Section 1.3 – Recitals

**1.3.1** The Developer has submitted an application to Valley County for approval of the proposed Red Ridge Village Planned Unit Development (PUD 26-001), consisting of an approximately 2,250-acre mixed-use development southwest of McCall, Idaho, including approximately 722 residential dwelling units together with commercial, recreational, and related community facilities (the "Project").

**1.3.2** The Project is located within the service boundaries of both the McCall Fire Protection District and the Valley Countywide EMS District and is located within an area served by the Valley County Sheriff's Office.

**1.3.3** The Project is located within a Wildland–Urban Interface environment, is situated more than five (5) miles from the existing McCall Fire Protection District Station No. 1, and is anticipated to generate substantial additional demands for Public Safety services.

**1.3.4** The Participating Agencies have concluded that the size, location, density, and anticipated build-out of the Project warrant preparation of an independent Public Safety Impact Study evaluating the Project's anticipated impacts upon Public Safety and identifying appropriate mitigation measures and funding alternatives.

**1.3.5** The Parties desire that the Study be prepared by an independent professional Consultant possessing appropriate qualifications and expertise and that the Study be funded by the Developer without imposing unreimbursed financial obligations upon the Participating Agencies.

**1.3.6** The Parties further desire that the Study provide objective, independent technical information to assist Governmental Decision-Making concerning the Project and future Public Safety planning.

### Section 1.4 – Findings

**1.4.1 The Parties Find:**

**1.4.1.1** The Parties reaffirm the purposes described in Section 1.3.6.

**1.4.1.2** That major development projects should be evaluated using objective, professionally prepared technical information addressing the reasonably anticipated impacts of such development upon Public Safety services and facilities.

**1.4.1.3** That, where reasonably appropriate, Public Safety needs associated with major development should be identified and evaluated during the governmental land use review process.

**1.4.1.4** That Preparation of an independent Public Safety Impact Study promotes informed governmental decision-making identifies appropriate mitigation measures, and assists in evaluating lawful methods for financing Public Safety improvements.

**1.4.1.5** That the Parties acknowledge that this Agreement is intended to establish a cooperative planning process and is not intended to constitute approval or denial of the Project, nor to predetermine the exercise of governmental discretion by Valley County or any Participating Agency.

### Section 1.5 – Agreement

**1.5.1** NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties enter into this Agreement and agree that the preparation, funding, administration, and use of the Public Safety Impact Study shall be governed by the terms of this Agreement.

## ARTICLE II
## DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below unless the context clearly requires otherwise.

**2.1 Agreement.** Agreement means this *Public Safety Impact Study and Funding Agreement for the Red Ridge Village Planned Unit Development (PUD 26-001)*, together with all exhibits attached hereto, as the same may be amended from time to time in writing.

**2.2 Consultant.** Consultant means the independent professional consulting firm retained pursuant to this Agreement to prepare the Public Safety Impact Study.

**2.3 County.** County means Valley County, Idaho, acting through the Valley County Sheriff's Office and such other County departments, officers, or employees as may participate in the Study.

**2.4 Developer.** Developer means DF Development, LLC, an Idaho limited liability company, together with permitted successors and assigns.

**2.5 Party.** Party means any one of the entities executing this Agreement.

**2.6 Parties.** Parties means collectively the parties identified in Section 1.2 of this Agreement.

**2.7 Participating Agencies.** Participating Agencies means the public agency parties identified in Section 1.2.2.

**2.8 Project.** Project means the proposed Red Ridge Village Planned Unit Development (PUD 26-001), consisting of approximately 2,250 acres located southwest of McCall, Idaho, together with all proposed residential, commercial, recreational, utility, transportation, and related improvements proposed as part thereof, as the same may be amended during the governmental land use regulation process.

**2.9 Public Safety.** Public Safety means governmental services relating to fire protection, emergency medical services, ambulance transport, rescue operations, law enforcement, emergency management, wildfire response, emergency communications, and related emergency response functions.

**2.10 Public Safety Impact Study.** Public Safety Impact Study or ("Study") means the comprehensive professional analysis authorized by this Agreement evaluating the impacts of the Project upon Public Safety services, facilities, personnel, equipment, operational capacity, capital improvements, funding requirements, and mitigation measures.

**2.11 Public Safety Infrastructure.** Public Safety Infrastructure means fire stations, EMS stations, law enforcement facilities, emergency communications facilities, apparatus, ambulances, emergency vehicles, water supply improvements, emergency access improvements, equipment, technology, and other capital improvements necessary to provide Public Safety services. Public Safety Infrastructure includes both existing and future capital improvements identified by the Study.

**2.12 Steering Committee.** Steering Committee means the committee established pursuant to this Agreement to oversee administration of the Study and coordination among the Parties.

**2.13 Study Budget.** Study Budget means the estimated budget approved by the Parties for preparation of the Public Safety Impact Study, including Consultant fees and reimbursable costs.

**2.14 Study Costs.** Study Costs means all reasonable costs incurred in preparing, administering, reviewing, and completing the Public Safety Impact Study, including Consultant compensation, reimbursable professional services, Participating Agency expenses, and other costs authorized by this Agreement.

**2.15 Study Deliverables.** Study Deliverables means all reports, memoranda, maps, data, models, calculations, presentations, electronic files, recommendations, and other work product produced by the Consultant pursuant to this Agreement.

**2.16 Wildland-Urban Interface or WUI.** Wildland-Urban Interface or WUI means those areas identified as Wildland-Urban Interface under the 2018 International Fire Code, as adopted by the Idaho State Fire Marshal, applicable State of Idaho regulations, locally adopted regulations, or generally accepted wildfire risk assessment methodologies.

**2.17 Work Plan.** Work Plan means the detailed scope of work, schedule, tasks, assumptions, methodologies, and deliverables approved by the Parties and incorporated into the Consultant's professional services agreement.

**2.18 Governmental Decision-Making.** "Governmental Decision-Making" means all legislative, administrative, quasi-judicial, permitting, land use, regulatory, and discretionary actions relating to the Project by Valley County or any other governmental agency having jurisdiction.

## ARTICLE III
## PURPOSE AND OBJECTIVES

**3.1 Purpose.** The purpose of this Agreement is to establish a cooperative process for retaining an independent Consultant to prepare the Public Safety Impact Study, to provide for funding of the Study by the Developer, and to establish procedures governing the administration, preparation, review, and use of the Study.

**3.2 Objectives.** The Parties acknowledge that the Study is intended to accomplish the following objectives.

**3.2.1** To provide an objective, independent, and data-driven evaluation of the Project's anticipated impacts upon Public Safety services.

**3.2.2** To identify the Public Safety Infrastructure reasonably necessary to serve the Project.

**3.2.3** To evaluate the operational impacts of the Project upon the Participating Agencies.

**3.2.4** To identify reasonable, practical, and proportionate measures capable of mitigating the Public Safety impacts associated with the Project.

**3.2.5** To evaluate alternative methods for financing Public Safety Infrastructure and ongoing operational costs attributable to the Project.

**3.2.6** To provide objective technical information to assist Governmental Decision-Making concerning the Project.

**3.3 Guiding Principles.** The Parties acknowledge and agree that administration of this Agreement and preparation of the Study shall be governed by the following principles.

**3.3.1** The protection of life, property, and the public health, safety, and welfare shall be the paramount consideration.

**3.3.2** The Study shall be objective, independent, professionally prepared, and based upon accepted planning, engineering, emergency services, public administration, and financial analysis principles.

**3.3.3** The Consultant shall exercise in accordance with Article VI and shall not be directed by any Party regarding the Consultant's findings, opinions, analyses, or recommendations consistent with Article VI.

**3.3.4** Existing levels of Public Safety service should not be materially degraded by development of the Project.

**3.3.5** The Study should identify reasonable, practical, and proportionate mitigation measures supported by substantial evidence.

**3.3.6** The Parties shall cooperate in good faith in providing information reasonably necessary for preparation of the Study while preserving the Consultant's independence under Article VI and governmental authority under Section 1.4.6.

## ARTICLE IV
## GENERAL ADMINISTRATION OF THE AGREEMENT

**4.1 Administration.**

**4.1.1** This Agreement shall be administered cooperatively by the Parties in accordance with this Article.

**4.1.2** The Parties shall cooperate in administering this Agreement through continuing communication and coordination consistent with the purposes of this Agreement.

**4.1.3** Except as expressly provided herein, no Party shall have authority to bind another Party.

**4.2 Steering Committee.**

**4.2.1** The Parties hereby establish a Steering Committee to coordinate administration of this Agreement and preparation of the Public Safety Impact Study.

**4.2.2** The Steering Committee shall serve solely in an administrative and advisory capacity and shall possess only those powers expressly granted by this Agreement.

**4.2.3** The governmental authority of each Participating Agency is preserved as provided in Section 1.4.6.

**4.3 Membership.**

**4.3.1** Each Party shall designate one primary representative and may designate one alternate representative to serve on the Steering Committee.

**4.3.2** Representatives may be replaced at any time by written notice to the remaining Parties.

**4.3.3** The Consultant shall attend meetings of the Steering Committee as requested but shall not be a voting member.

**4.4 Duties of the Steering Committee.** The Steering Committee shall:

**4.4.1** Coordinate administration of this Agreement.

**4.4.2** Coordinate the selection, engagement, and administrative oversight of the Consultant.

**4.4.3** Review the Study Budget and Consultant invoices.

**4.4.4** Review progress of the Study.

**4.4.5** Coordinate review of the Draft Study.

**4.4.6** Recommend acceptance of the Final Study.

**4.4.7** Perform such additional administrative duties as are reasonably necessary to implement this Agreement.

**4.5 Fiscal Administrator.**

**4.5.1** The Parties shall designate one Participating Agency to serve as Fiscal Administrator.

**4.5.2** The Fiscal Administrator shall:

1. Establish and maintain the Project Public Safety Study Fund;
2. Receive Developer deposits;
3. Pay approved Study Costs;
4. Maintain financial records;
5. Prepare periodic accountings; and
6. Perform other financial administrative duties reasonably necessary to administer this Agreement.

**4.5.3** The Fiscal Administrator shall act solely in an administrative capacity and shall not incur financial obligations beyond monies available in the Fund unless expressly authorized in writing by all Parties.

**4.6 Meetings.**

**4.6.1** The Steering Committee shall meet as necessary to administer this Agreement.

**4.6.2** Meetings may be conducted in person or by electronic means as agreed by the Parties.

**4.6.3** The Steering Committee may invite such persons as may reasonably assist administration of this Agreement.

**4.7 Recommendations.**

**4.7.1** Whenever practical, the Steering Committee should act by consensus.

**4.7.2** If consensus cannot be reached, differing recommendations may be transmitted to the Parties.

**4.7.3** Nothing contained herein shall require any Party to accept a recommendation of the Steering Committee.

**4.8 Preservation of Governmental Authority.**

**4.8.1** Governmental authority is preserved as provided in Section 1.4.6.

## ARTICLE V
## Public Safety Impact Study

**5.1 Authorization of the Public Safety Impact Study.**

**5.1.1** The Parties hereby authorize the preparation of an independent Public Safety Impact Study concerning the Project. The Study shall be prepared by the Consultant selected pursuant to this Agreement and shall constitute an objective, professional, and data-driven evaluation of the anticipated impacts of the Project upon Public Safety services, facilities, personnel, apparatus, equipment, operational capacity, capital improvements, operational funding, and long-term service demands.

**5.1.2** The Consultant shall perform the Study in accordance with this Agreement, the Professional Services Agreement, the approved Work Plan, and Exhibits A, B, C and E to this Agreement.

**5.1.3** The Study shall be prepared for the benefit of the Parties and to assist Valley County, the Valley County Planning and Zoning Commission, and other governmental agencies involved in Governmental Decision-Making concerning the Project.

**5.2 General Scope of the Study.**

**5.2.1** The Study shall evaluate the Public Safety impacts anticipated to result from the planning, construction, occupancy, operation, and ultimate build-out of the Project.

**5.2.2** The Study shall include analyses of projected conditions, phased development, cumulative impacts, operational impacts, capital improvement needs, funding alternatives, mitigation measures, and future service demands.

**5.2.3** The Consultant shall coordinate, where appropriate, with the Parties and their professional staff in obtaining available data necessary to prepare the Study.

**5.3 Existing Conditions Analysis.** The Consultant shall evaluate existing Public Safety conditions affecting the Project area, including, without limitation:

**5.3.1** Existing fire protection facilities.

**5.3.2** Existing ambulance transport and EMS facilities.

**5.3.3** Existing law enforcement facilities.

**5.3.4** Existing emergency communications systems.

**5.3.5** Existing emergency response capabilities.

**5.3.6** Existing response time performance.

**5.3.7** Existing staffing levels.

**5.3.8** Existing apparatus, vehicles, and specialized equipment.

**5.3.9** Existing mutual aid and automatic aid relationships.

**5.3.10** Existing service capacity.

**5.3.11** Existing adopted capital improvement plans.

**5.3.12** Existing development impact fee programs.

**5.3.13** Existing operational funding sources and limitations.

**5.4 Project Characteristics.** The Consultant shall evaluate the characteristics of the Project relevant to Public Safety planning, including:

**5.4.1** The number, type, density, and distribution of residential dwelling units.

**5.4.2** Projected permanent and seasonal population.

**5.4.3** Commercial, retail, recreational, and community facilities.

**5.4.4** Public gathering areas.

**5.4.5** Traffic circulation.

**5.4.6** Primary and secondary emergency access.

**5.4.7** Construction phasing.

**5.4.8** Ultimate build-out assumptions.

**5.4.9** Reasonably foreseeable future modifications to the Project.

**5.5 Fire Protection Analysis.** The Consultant shall evaluate the anticipated effects of the Project upon fire protection services, including:

**5.5.1** Projected fire service demand.

**5.5.2** Emergency response time objectives.

**5.5.3** Travel time analysis.

**5.5.4** Station location analysis.

**5.5.5** Fire station service area analysis.

**5.5.6** Apparatus requirements.

DRAFT

**5.5.7** Career and volunteer staffing requirements.

**5.5.8** Fire protection water supply requirements.

**5.5.9** Fire apparatus access road requirements.

**5.5.10** Emergency access redundancy.

**5.5.11** Compliance with the 2018 International Fire Code, as adopted by the Idaho State Fire Marshal.

**5.5.12** Consistency with applicable National Fire Protection Association standards, including NFPA 1710 and NFPA 1720 where applicable.

**5.5.13** Effects upon existing fire protection levels of service.

**5.6** **Emergency Medical Services Analysis.** The Consultant shall evaluate anticipated impacts upon ambulance transport and emergency medical services, including:

**5.6.1** Projected EMS demand.

**5.6.2** Ambulance deployment.

**5.6.3** Transport demand.

**5.6.4** Response time objectives.

**5.6.5** Peak service demand.

**5.6.6** Unit hour utilization.

**5.6.7** Staffing requirements.

**5.6.8** Vehicle requirements.

**5.6.9** Medical equipment requirements.

**5.6.10** Operational impacts upon existing EMS services.

**5.7** **Law Enforcement Analysis.** The Consultant shall evaluate anticipated impacts upon law enforcement services, including:

**5.7.1** Calls for service.

**5.7.2** Patrol demand.

**5.7.3** Response capabilities.

**5.7.4** Personnel requirements.

**5.7.5** Vehicle and equipment requirements.

**5.7.6** Future facility needs.

**5.7.7** Coordination with fire and EMS emergency operations.

**5.8 Wildland-Urban Interface Analysis.** Recognizing that the Project is located within the Wildland-Urban Interface, the Consultant shall evaluate wildfire-related risks and mitigation measures, including:

**5.8.1** Wildfire hazard assessment.

**5.8.2** Defensible space planning.

**5.8.3** Subdivision design.

**5.8.4** Emergency evacuation.

**5.8.5** Emergency ingress and egress.

**5.8.6** Fire protection water supply.

**5.8.7** Fuel management.

**5.8.8** Long-term wildfire mitigation.

**5.8.9** Consistency with the approved Wildland-Urban Interface Fire Protection Plan and applicable provisions of the 2018 International Fire Code, as adopted by the Idaho State Fire Marshal.

**5.9 Capital Facilities Analysis.**

**5.9.1** The Consultant shall identify the Public Safety Infrastructure reasonably necessary to provide adequate Public Safety services to the Project throughout each phase of development and at ultimate build-out.

**5.9.2** The analysis shall include, as applicable:

1. Fire stations;
2. Multi-agency public safety stations;
3. Ambulance and EMS facilities;
4. Law enforcement facilities;

5. Emergency communications facilities;
6. Fire apparatus;
7. Ambulances;
8. Law enforcement vehicles;
9. Specialized rescue equipment;
10. Water supply improvements;
11. Emergency access improvements;
12. Communications and information technology systems; and
13. Other capital improvements reasonably necessary to maintain adequate Public Safety services.

**5.9.3** Where appropriate, the Consultant shall evaluate whether construction of a multi-agency public safety facility would improve operational efficiency, reduce public costs, enhance emergency response, or provide long-term benefits to the Participating Agencies and the public.

**5.10 Operational Impact Analysis.**

**5.10.1** The Consultant shall evaluate the operational impacts of the Project upon the Participating Agencies, including anticipated changes in:

1. Staffing;
2. Shift coverage;
3. Apparatus deployment;
4. Emergency response times;
5. Service demand;
6. Unit availability;
7. Training requirements;
8. Equipment maintenance;
9. Fleet replacement;
10. Communications;
11. Administrative support; and
12. Long-term operational sustainability.

**5.10.2** The Consultant shall recognize that fire suppression, rescue, ambulance transport, and emergency medical services within the Project area are operationally integrated through the existing service relationship between the McCall Fire Protection District and the Valley Countywide EMS District.

**5.10.3** The Consultant shall evaluate the integrated Fire and EMS delivery system and identify opportunities for shared staffing, facilities, and coordinated deployment that improve efficiency while maintaining adequate Public Safety service.

**5.11 Fiscal Impact and Funding Analysis.**

**5.11.1** The Consultant shall evaluate the anticipated fiscal impacts of the Project upon the Participating Agencies and shall identify lawful methods of financing both Public Safety Infrastructure and the operational costs reasonably attributable to the Project.

**5.11.2** The Consultant shall distinguish between:

1. Capital improvements that may lawfully be financed through development impact fees or other capital funding mechanisms; and
2. Operational costs that generally may not be financed through development impact fees, including staffing, employee benefits, training, equipment maintenance, fuel, utilities, communications, medical supplies, insurance, and other recurring operating expenses.

**5.11.3** The Consultant shall identify and evaluate lawful funding alternatives, including, where appropriate:

1. Development impact fees;
2. Development agreements;
3. Community Infrastructure District financing;
4. Special assessments;
5. Capital contributions;
6. Land dedications;
7. Construction of Public Safety facilities;
8. Apparatus and equipment contributions;
9. Operational funding agreements;
10. Phased funding mechanisms;
11. Public-private partnerships; and
12. Other lawful financing mechanisms available under Idaho law.

**5.11.4** The Consultant shall specifically evaluate whether the Project is anticipated to create operational funding obligations that are not recoverable through development impact fees and shall identify alternative methods by which those operational costs may be equitably addressed.

**5.12 Future Growth Benefit and Cost Allocation Analysis.**

**5.12.1** The Consultant shall evaluate whether Public Safety Infrastructure, facilities, equipment, land dedications, staffing, or operational funding recommended in connection with the Project are reasonably anticipated to provide service capacity or operational benefits extending beyond the Project and benefiting future development located within the applicable service areas of the Participating Agencies.

**5.12.2** If the Consultant determines that recommended Public Safety Infrastructure or mitigation measures will provide excess capacity or measurable benefits for future

development, the Consultant shall identify the anticipated extent of such benefit and the approximate service area expected to receive such benefit.

**5.12.3** The Consultant shall evaluate lawful alternatives by which future development benefiting from such Public Safety Infrastructure or operational capacity may equitably participate in the costs thereof. Such evaluation may include reimbursement agreements, proportionate cost-sharing arrangements, development impact fee credits where authorized by law, future capital cost recovery mechanisms, operational cost-sharing agreements, Community Infrastructure District financing, development agreements, special assessments, or other lawful funding mechanisms.

**5.12.4** The Consultant shall distinguish between reimbursement or cost allocation for capital facilities and reimbursement or cost allocation for operational funding, recognizing that different legal authorities may apply to each.

**5.12.5 Regional Public Safety Service Area Analysis.** Where the Consultant recommends construction of a new Public Safety facility, the Consultant shall identify the anticipated Public Safety service area of such facility, estimate the extent to which future development within that service area is reasonably expected to benefit from the facility and its operational capabilities, evaluate the anticipated remaining service capacity following build-out of the Project, and identify whether future development may reasonably utilize such remaining capacity without requiring substantial additional Public Safety Infrastructure or operational resources.

**5.12.6 Phased Public Safety Compliance Analysis.** The Consultant shall evaluate the relationship between the anticipated phases of development of the Project and the timing of Public Safety Infrastructure, staffing, apparatus, operational funding, and other mitigation measures reasonably necessary to maintain adequate Public Safety services throughout each phase of development.

The Consultant shall, where reasonably practicable, identify the Public Safety improvements that should be in place before specified development milestones are reached, including, where appropriate:

1. Recordation of subdivision plats;
2. Issuance of building permits;
3. Occupancy thresholds;
4. Completion of specified phases of development;
5. Construction of commercial or multifamily components; and
6. Other significant development milestones affecting Public Safety service demands.

The Consultant shall identify the assumptions supporting such recommendations and shall recognize that the ultimate timing and implementation of mitigation

measures remain subject to governmental land use regulation decision-making and other applicable law.

**5.13 Public Safety Impact Mitigation Plan.**

**5.13.1** As part of the Study, the Consultant shall prepare a stand-alone Public Safety Impact Mitigation Plan.

**5.13.2** The Mitigation Plan shall identify recommended mitigation measures reasonably necessary to maintain adequate Public Safety services throughout each phase of development of the Project.

**5.13.3** The Mitigation Plan shall identify, where appropriate:

1. Capital improvements;
2. Public Safety facilities;
3. Land dedications;
4. Apparatus;
5. Ambulances;
6. Law enforcement equipment;
7. Staffing recommendations;
8. Operational funding recommendations;
9. Timing of implementation;
10. Phasing of improvements;
11. Recommended conditions of development approval; and
12. Other mitigation measures reasonably necessary to avoid material degradation of existing Public Safety service levels.

**5.14 Professional Standards.**

**5.14.1** The Consultant shall perform the Study using accepted planning, engineering, emergency services, public administration, financial, and risk assessment principles together with reliable data and recognized professional methodologies.

**5.14.2** The Consultant shall exercise in accordance with Article VI and shall remain independent in accordance with Article VI.

**5.15 Draft and Final Reports.**

**5.15.1** The Consultant shall prepare a Draft Public Safety Impact Study and distribute the Draft Study to the Parties for review and comment.

**5.15.2** Each Party shall be afforded a reasonable opportunity to submit written comments.

**5.15.3** The Consultant shall consider all timely submitted comments and shall determine, in the Consultant's in accordance with Article VI, whether revisions to the Draft Study are appropriate.

**5.15.4** Following completion of the review process, the Consultant shall prepare and deliver, at a minimum:

1. The Final Public Safety Impact Study;
2. The Public Safety Impact Mitigation Plan;
3. The Executive Summary;
4. The Public Safety Infrastructure Inventory;
5. The Future Growth and Cost Allocation Analysis;
6. The Phased Public Safety Compliance Analysis;
7. Such additional Study Deliverables as may be identified in the approved Work Plan.

**5.16 Study Limitations, Future Conditions, and Reliance.**

**5.16.1** The Public Safety Impact Study shall be based upon the information, assumptions, development plans, governmental regulations, and other data reasonably available to the Consultant at the time the Study is prepared.

**5.16.2** The Study informs Governmental Decision-Making but does not predetermine it.

**5.16.3** The Consultant shall identify the principal assumptions relied upon in preparing the Study. If material changes occur in the Project or applicable conditions before final governmental action, the Parties may request that the Consultant evaluate whether the Study should be supplemented or updated. The Study constitutes a planning document based upon accepted professional methodologies and reasonable assumptions and is not intended to guarantee future operational performance, service levels, financial outcomes, or governmental decisions.

## ARTICLE VI
## Consultant Selection and Engagement

**6.1 Selection of Consultant.**

**6.1.1** The Parties shall jointly select an independent professional Consultant to prepare the Public Safety Impact Study described in Article V.

**6.1.2** The Consultant shall be selected based upon qualifications, experience, demonstrated competence, independence and the ability to perform the Study in accordance with this Agreement.

**6.1.3** The Consultant shall serve as an independent professional consultant jointly retained by the Parties and shall not be deemed an employee, officer, or agent of any individual Party.

**6.2 Minimum Qualifications.** The Consultant shall possess substantial professional experience in public safety planning and, either directly or through qualified subconsultants, demonstrate competence in the following areas, as applicable:

**6.2.1** Fire protection planning.

**6.2.2** Emergency medical services and ambulance system planning.

**6.2.3** Law enforcement planning.

**6.2.4** Public Safety facility planning.

**6.2.5** Capital improvement planning.

**6.2.6** Development impact fee analysis.

**6.2.7** Public finance and fiscal impact analysis.

**6.2.8** Wildland-Urban Interface planning.

**6.2.9** Land use planning.

**6.2.10** Public infrastructure funding and implementation strategies.

**6.3 Consultant Selection Process.**

**6.3.1** The Steering Committee shall coordinate the Consultant selection process.

**6.3.2** The Steering Committee may solicit statements of qualifications, requests for proposals, conduct interviews, request presentations, obtain references, and perform such additional evaluation as it reasonably determines appropriate.

**6.3.3** The Steering Committee shall recommend the Consultant selected for engagement under this Agreement.

**6.3.4** The Consultant shall be engaged only upon the approval of all Parties.

**6.4. Professional Services Agreement.**

**6.4.1** Following selection of the Consultant, the Steering Committee shall negotiate a Professional Services Agreement consistent with this Agreement and substantially in the form attached as **Exhibit D**.

**6.4.2** The Professional Services Agreement shall include, at a minimum:

1. Scope of Professional Services;
2. Schedule;
3. Compensation;
4. Payment procedures;
5. Insurance requirements;
6. Ownership of work product;
7. Confidentiality provisions;
8. Public records compliance;
9. Conflict of interest provisions;
10. Professional standards;
11. Termination provisions; and
12. Other customary professional services terms.

**6.4.3** The Professional Services Agreement shall be subject to approval by the Parties before execution.

## 6.5 Consultant Independence.

**6.5.1** The Consultant shall perform all services independently and shall exercise in accordance with Article VI throughout preparation of the Study.

**6.5.2** No Party shall direct or attempt to direct the Consultant concerning the Consultant's findings, analyses, opinions, conclusions, recommendations, or professional judgments.

**6.5.3** The Consultant may consult with any Party concerning factual information, assumptions, available data, or technical matters; however, the Consultant shall retain sole responsibility for all professional conclusions contained in the Study.

**6.5.4** The Parties acknowledge that the Consultant's independence is fundamental to the credibility, objectivity, and usefulness of the Study.

## 6.6 Conflicts of Interest.

**6.6.1** Prior to engagement, the Consultant shall disclose any actual or potential conflicts of interest that may reasonably affect the Consultant's independence or objectivity.

**6.6.2** The Consultant shall promptly disclose any conflict arising during performance of the Study.

**6.6.3** The Parties may require reasonable measures to eliminate or mitigate disclosed conflicts of interest.

## 6.7 Additional Professional Services.

**6.7.1** The Consultant may recommend the engagement of specialized subconsultants or technical experts to assist in preparing portions of the Study.

**6.7.2** Any such services shall require approval by the Steering Committee and shall remain subject to the funding provisions of this Agreement.

**6.7.3** Specialized consultants may include professionals possessing expertise relevant to preparation of the Study, including engineering, wildfire analysis, transportation planning, GIS, finance, economics, environmental planning, emergency communications, or other appropriate disciplines.

**6.8 Reliance Upon the Consultant.**

**6.8.1** The Consultant shall prepare the Study for the purposes identified in Articles III and V.

**6.8.2** Accordingly, the Consultant shall prepare the Study in a manner that is objective, professionally supported, factually documented, and suitable for consideration during administrative proceedings, public hearings, and judicial review.

**6.8.3** The Consultant shall identify the principal assumptions, methodologies, data sources, and professional standards relied upon in preparing the Study so that governmental decision-makers may fully evaluate the Consultant's findings and recommendations.

**6.9 Replacement of Consultant.**

**6.9.1** If the Consultant resigns, becomes unable to complete the Study, materially breaches the Professional Services Agreement, or is otherwise unable to continue providing services, the Steering Committee shall recommend a replacement Consultant.

**6.9.2** Replacement of the Consultant shall be approved by the Parties in the same manner as the original selection.

**6.9.3** To the extent practicable, all work product completed prior to replacement shall remain the property of the Parties and shall be made available to the replacement Consultant, subject to the Professional Services Agreement.

## ARTICLE VII
## Developer Funding Obligations

**7.1 General Funding Obligation.**

**7.1.1** The Developer acknowledges that the Public Safety Impact Study is being prepared primarily as a result of the Project and agrees to fund the reasonable costs of preparing the Study in accordance with this Agreement.

**7.1.2** The Parties acknowledge that one of the principal purposes of this Agreement is to ensure that the Participating Agencies incur no unreimbursed financial obligations associated with preparation of the Study.

**7.1.3** Except as otherwise expressly provided in this Agreement, no Participating Agency shall be required to advance funds, incur unreimbursed expenses, or subsidize preparation of the Study.

**7.2 Project Public Safety Study Fund.**

**7.2.1** A separate Project Public Safety Study Fund ("Fund") shall be established for purposes of receiving Developer deposits and paying Study Costs.

**7.2.2** The Fund shall be administered by the Fiscal Administrator designated under Article IV. Monies deposited into the Fund shall not be considered compensation paid to any Participating Agency but shall be used solely to reimburse Study Costs authorized by this Agreement.

**7.2.3** Monies deposited into the Fund shall be used solely for payment of Study Costs authorized under this Agreement.

**7.2.4** The Fund shall be maintained separately from other operating accounts of the Fiscal Administrator.

**7.3 Initial Deposit.**

**7.3.1** Before commencement of any substantial professional services, the Developer shall deposit into the Fund the initial amount approved by the Parties.

**7.3.2** No Consultant shall be authorized to begin professional services until the required initial deposit has been received.

**7.3.3** The initial deposit shall be credited against the total Study Costs.

**7.4 Milestone Funding.**

**7.4.1** The Parties anticipate that Study funding shall occur through a series of deposits corresponding to significant milestones during preparation of the Study.

**7.4.2** Funding milestones shall be established in the approved Study Budget and may be modified from time to time upon the written approval of the Parties.

**7.4.3** The amount of each required deposit shall be determined from the approved Study Budget.

**7.5 Study Costs.**

**7.5.1** Study Costs eligible for payment from the Fund include Consultant compensation, approved subconsultants, reimbursable professional services, administrative expenses, legal services, accounting services, data acquisition, publication expenses, public meeting expenses, and other reasonable costs directly related to preparation, review, administration, or completion of the Study.

**7.5.2** Study Costs also include reasonable staff time incurred by the Participating Agencies in connection with preparation, coordination, review, administration, meetings, data collection, public presentations of the Study, provided such costs are reasonably documented.

**7.6 Budget Review and Additional Deposits.**

**7.6.1** The Steering Committee shall periodically review the remaining balance of the Fund and compare available monies with anticipated remaining Study Costs.

**7.6.2** If the Steering Committee determines that available monies are insufficient to complete the Study, it may recommend that the Developer make an additional deposit.

**7.6.3** The Consultant shall not be requested to perform work exceeding available funding unless the Parties otherwise unanimously agree in writing.

**7.7 Suspension of Work for Insufficient Funding.**

**7.7.1** If available monies in the Fund become insufficient to pay anticipated Study Costs, the Steering Committee may suspend further work until additional funding is received.

**7.7.2** No Participating Agency shall be obligated to advance funds to continue the Study.

**7.7.3** Suspension of the Study for insufficient funding shall not constitute a breach of this Agreement by any Participating Agency.

**7.8 Accounting.**

**7.8.1** The Fiscal Administrator shall maintain accurate financial records concerning all deposits, disbursements, and balances of the Fund.

**7.8.2** Reasonable accountings shall be provided periodically and upon reasonable request.

**7.9 Remaining Funds.**

**7.9.1** Following completion of the Study and payment of all approved Study Costs, any remaining balance in the Fund shall be returned to the Developer unless otherwise agreed in writing.

**7.9.2** No refund shall be made until all Consultant invoices, reimbursable expenses, administrative costs, and other approved obligations have been fully satisfied.

**7.10 No Purchase of Governmental Action.**

**7.10.1** The Parties acknowledge that the Developer's obligation to fund the Study is intended solely to reimburse the reasonable costs of preparing an independent Public Safety Impact Study.

**7.10.2** Payment of Study Costs shall not entitle the Developer to any governmental approval, permit, recommendation, mitigation measure, reimbursement, or other favorable governmental action.

**7.10.3** The Consultant shall remain independent in accordance with Article VI.

**7.11 No Limitation on Governmental Authority.**

**7.11.1** Governmental authority is preserved in accordance with Section 1.4.6.

## ARTICLE VIII
## Administration of Study Costs and Reimbursement

**8.1 Purpose.**

**8.1.1** The purpose of this Article is to establish procedures governing administration of the Project Public Safety Study Fund and reimbursement of authorized Study Costs.

**8.1.2** This Article shall be administered in conjunction with Article VII and shall not be construed to expand the Developer's funding obligations beyond those otherwise provided in this Agreement.

**8.2 Budget Administration.**

**8.2.1** The Steering Committee shall review the proposed Study Budget prior to execution of the Professional Services Agreement.

**8.2.2** The Study Budget shall reasonably identify anticipated Consultant compensation, reimbursable expenses, Participating Agency reimbursements, administrative expenses, professional services, contingency amounts, and other anticipated Study Costs.

**8.2.3** The Study Budget may be revised, subject to Article VII, from time to time as reasonably necessary during preparation of the Study.

**8.3 Consultant Invoices.**

**8.3.1** The Consultant shall submit invoices in accordance with the Professional Services Agreement.

**8.3.2** Invoices shall reasonably describe the services performed, personnel involved, reimbursable expenses incurred, and progress of the Study.

**8.3.3** The Steering Committee shall review Consultant invoices before payment from the Fund.

**8.3.4** The Fiscal Administrator may rely upon approvals of the Steering Committee in processing payments authorized under this Agreement and shall not be responsible for independently verifying the technical adequacy of services performed by the Consultant.

**8.4 Reimbursement of Participating Agencies.**

**8.4.1** Each Participating Agency shall be entitled to reimbursement from the Fund for reasonable Study Costs incurred in connection with this Agreement.

**8.4.2** Reimbursable Study Costs may include reasonable personnel costs, professional services, technical review, administrative support, travel, and other reasonable costs directly attributable to preparation, review, administration of the Study.

**8.4.3** Reimbursement shall be limited to actual reasonable costs supported by appropriate records maintained in the ordinary course of business.

**8.5 Attorney Fees and Professional Services.**

**8.5.1** Reasonable attorney fees and costs incurred by the Participating Agencies in negotiating, administering, reviewing, or interpreting this Agreement and the Public Safety Impact Study shall constitute reimbursable Study Costs.

**8.5.2** Nothing contained herein shall require reimbursement of attorney fees or litigation expenses incurred after termination of this Agreement unless otherwise expressly agreed in writing or awarded by a court of competent jurisdiction.

**8.6 Administrative Costs.**

**8.6.1** The Fiscal Administrator may reimburse itself from the Fund for reasonable administrative costs incurred in maintaining financial records, processing payments, preparing accountings, and administering the Fund.

**8.6.2** Administrative costs shall be reasonable in relation to the services performed.

**8.7 Financial Records.**

**8.7.1** The Fiscal Administrator shall maintain complete financial records concerning the Fund.

**8.7.2** Such records shall include deposits, disbursements, invoices, reimbursements, account balances, and supporting documentation.

**8.7.3** Financial records shall be retained in accordance with applicable Idaho record retention requirements.

**8.8 Financial Review.**

**8.8.1** The Steering Committee may review the financial status of the Fund at any regular meeting.

**8.8.2** The Steering Committee may recommend reasonable adjustments to anticipated expenditures or funding schedules necessary to complete the Study.

**8.9 Limitation on Financial Obligations.**

**8.9.1** No Participating Agency, Steering Committee member, Fiscal Administrator, employee, officer, elected official, or Consultant shall incur obligations payable from the Fund in excess of monies then reasonably anticipated to be available unless approved in writing by all Parties.

**8.9.2** No Participating Agency shall be required to advance funds except as provided in Article VII.

**8.10 Financial Transparency.**

**8.10.1** Financial administration of the Fund shall be conducted in a manner promoting transparency and accountability consistent with applicable law.

**8.10.2** Accordingly, financial records relating to the Fund shall be maintained in a manner that permits reasonable review by the Parties, subject to applicable law.

**8.11 No Financial Interest in Study Conclusions.**

**8.11.1** The Consultant shall remain independent in accordance with Article VI.

## ARTICLE IX
## Study Procedures and Deliverables

**9.1 Commencement of the Study.**

**9.1.1** The Public Safety Impact Study shall commence following execution of this Agreement, execution of the Professional Services Agreement, approval of the Work Plan, and receipt of the initial funding deposit required by Article VII.

**9.1.2** The Consultant shall prepare the Public Safety Impact Study in accordance with this Agreement, the Professional Services Agreement, and the approved Work Plan.

**9.2 Project Kickoff Meeting.**

**9.2.1** The Steering Committee shall conduct a Project Kickoff Meeting with the Consultant and the Parties prior to commencement of substantial work.

**9.2.2** The purposes of the Kickoff Meeting shall include:

1. Review of the Work Plan;
2. Confirmation of project objectives;
3. Identification of available data;
4. Establishment of communication protocols;
5. Review of the anticipated project schedule;
6. Identification of major issues requiring analysis; and
7. Confirmation of initial information requests and identification of such additional information as the Consultant reasonably determines appropriate.

**9.3 Information Collection.**

**9.3.1** Each Party shall make reasonable efforts to provide information under its possession or control reasonably necessary for preparation of the Study.

**9.3.2** The Consultant shall periodically consult with the Steering Committee regarding Study progress, technical issues, and information needs while maintaining the Consultant's independent professional judgment.

**9.3.3** The Consultant may rely upon information reasonably believed to be accurate unless the Consultant has reason to conclude otherwise.

**9.4 Progress Meetings.**

**9.4.1** The Steering Committee shall periodically meet with the Consultant to review the progress of the Study.

**9.4.2** The Draft Study shall be circulated to the Parties for review and comment within the time established by the approved Work Plan.

**9.5 Interim Technical Memoranda.**

**9.5.1** The Consultant may prepare interim technical memoranda addressing significant issues identified during preparation of the Study.

**9.5.2** Interim memoranda shall be considered working documents and shall not constitute the Consultant's final conclusions unless expressly stated.

**9.6 Draft Public Safety Impact Study.**

**9.6.1** Upon completion of the Consultant's preliminary analyses, the Consultant shall prepare and distribute a Draft Public Safety Impact Study.

**9.6.2** The Final Study shall incorporate such revisions as the Consultant determines appropriate after considering timely comments received during the review process.

**9.6.3** The Consultant shall prepare a written summary identifying the disposition of each significant written comment received during the review process, including whether the comment resulted in a revision to the Final Study or the reasons no revision was made.

**9.7 Review by the Parties.**

**9.7.1** Each Party shall be afforded a reasonable opportunity to review the Draft Study and submit written comments.

**9.7.2** Comments should identify factual inaccuracies, omissions, technical concerns, or other matters relevant to the Study.

**9.7.3** The Consultant shall consider all timely submitted comments but shall retain independent professional responsibility for all revisions.

**9.8 Final Public Safety Impact Study.**

**9.8.1** Following completion of the review process, the Consultant shall prepare the Final Public Safety Impact Study.

**9.8.2** The Final Study shall include, where appropriate, responses to significant comments received during the review process.

## 9.9 Public Safety Impact Mitigation Plan.

**9.9.1** As a separate stand-alone document accompanying the Final Study, the Consultant shall prepare a Public Safety Impact Mitigation Plan.

**9.9.2** The Mitigation Plan shall include, where appropriate:

1. Recommended conditions of approval;
2. Capital improvements;
3. Public Safety facilities;
4. Apparatus and equipment;
5. Staffing recommendations;
6. Operational funding recommendations;
7. Implementation priorities;
8. Phasing recommendations;
9. Estimated costs;
10. Potential funding mechanisms;
11. Future growth cost allocation recommendations; and
12. Other mitigation measures the Consultant determines are reasonably necessary to maintain adequate Public Safety services.

## 9.10 Executive Summary.

**9.10.1** The Consultant shall prepare a concise Executive Summary suitable for use by elected officials, appointed officials, governmental staff, the Developer, and members of the public.

**9.10.2** The Executive Summary shall summarize:

1. Principal findings;
2. Significant Public Safety impacts;
3. Recommended mitigation measures;
4. Estimated costs;
5. Funding alternatives;
6. Major implementation recommendations; and
7. Other significant conclusions contained in the Final Study.

## 9.11 Presentation of the Study.

**9.11.1** Upon reasonable request, the Consultant shall present the Draft Study, Final Study, Mitigation Plan, or Executive Summary to:

1. The Steering Committee;

2. The governing boards of the Participating Agencies;
3. Valley County staff;
4. The Valley County Planning and Zoning Commission;
5. The Valley County Board of County Commissioners; and
6. Other governmental bodies having jurisdiction over matters addressed by the Study that reasonably request presentations.

**9.11.2** The Consultant shall explain the methodologies, assumptions, findings, and recommendations contained in the Study.

**9.12 Public Hearings and Testimony.**

**9.12.1** Upon reasonable notice and subject to the Professional Services Agreement, the Consultant shall attend public hearings concerning the Project at which the Study is materially relied upon.

**9.12.2** The Consultant shall, when reasonably requested, provide professional testimony concerning the Study, its methodologies, analyses, assumptions, findings, and recommendations.

**9.13 Electronic Deliverables.**

**9.13.1** The Consultant shall provide all final reports in both electronic and printed form.

**9.13.2** Electronic deliverables shall include reports in searchable PDF format, GIS mapping, tables, spreadsheets, graphics, and other digital materials reasonably necessary for future governmental use.

**9.13.3** Upon completion of the Study, the Fiscal Administrator shall maintain one complete electronic record copy of all final deliverables for future governmental use.

**9.14 Completion of the Study.**

**9.14.1** The Study shall be deemed complete upon delivery of:

1. The Final Public Safety Impact Study;
2. The Public Safety Impact Mitigation Plan;
3. The Executive Summary;
4. Electronic deliverables required by this Agreement; and
5. Such additional deliverables as may be identified in the approved Work Plan.

**9.14.2** Completion of the Study shall not relieve the Consultant of any continuing obligations expressly provided in the Professional Services Agreement or this

Agreement, including reasonable participation in public hearings and responses to technical questions concerning the Study.

## ARTICLE X
## OWNERSHIP, USE, AND FUTURE APPLICATION OF THE STUDY

**10.1 Purpose.**

**10.1.1** The Parties acknowledge that the Public Safety Impact Study is intended to serve not only as an evaluation of the Project, but also as a long-term public safety planning document that may assist governmental agencies in future planning, capital improvement programming, operational planning, Governmental Decision-Making, and other Public Safety planning activities.

**10.1.2** This Article establishes the ownership, permitted uses, future application, and continuing availability of the Study and related Study Deliverables.

**10.2 Ownership of Study Deliverables.**

**10.2.1** Upon payment of all amounts due under the Professional Services Agreement, the Study Deliverables shall become the joint property of the Parties for the purposes described in this Agreement.

**10.2.2** Nothing contained herein shall transfer ownership of the Consultant's preexisting proprietary software, analytical models, templates, methodologies, research materials, or other intellectual property developed independently of this Agreement.

**10.3 Governmental Use.**

**10.3.1** The Participating Agencies and Valley County may rely upon and use the Study in the exercise of their respective governmental powers and duties.

**10.3.2** Without limitation, the Study may be considered in connection with:

1. Governmental Decision-Making;
2. Capital Improvement Plans;
3. Public Safety planning;
4. Development impact fee studies and updates;
5. Community Infrastructure District planning;
6. Development agreements and reimbursement agreements;
7. Cost allocation analyses;
8. Future development review; and
9. Other lawful governmental purposes.

**10.4 Use by the Developer.**

**10.4.1** The Developer may use the Study for purposes reasonably related to planning, design, financing, construction, phasing, implementation, and operation of the Project.

**10.4.2** Nothing contained herein shall authorize the Developer to represent that the Study guarantees governmental approval of the Project or any portion thereof.

**10.5 Future Updates.**

**10.5.1** The Parties recognize that Public Safety planning is an ongoing process.

**10.5.2** Accordingly, the Participating Agencies may update, supplement, revise, expand, or incorporate the Study into future planning documents as conditions change.

**10.5.3** Future updates may reflect revised demographic information, additional development, modified service demands, changes in Public Safety standards, revised funding methodologies, or other materially changed circumstances.

**10.6 Future Development.**

**10.6.1** The Parties acknowledge that Public Safety Infrastructure recommended by the Study may provide service capacity benefiting future development beyond the Project.

**10.6.2** Accordingly, the Participating Agencies and Valley County may consider the Study when evaluating future development proposals located within the anticipated Public Safety service area identified in the Study.

**10.6.3** Nothing contained herein shall limit governmental authority as preserved by Section 1.4.6.

**10.7 Future Funding and Cost Allocation.**

**10.7.1** The Study may be utilized by the Participating Agencies and Valley County in evaluating future funding mechanisms for Public Safety Infrastructure and operations.

**10.7.2** Without limitation, the Study may be considered in connection with:

1. Development impact fee studies;
2. Capital Improvement Plans;
3. Development agreements;
4. Community Infrastructure District financing;
5. Cost-sharing and reimbursement agreements;
6. Operational funding agreements; and
7. Other lawful funding mechanisms.

**10.7.3** Nothing contained herein shall create any entitlement to reimbursement or future funding.

**10.8 Public Safety Infrastructure Planning.**

**10.8.1** The Parties acknowledge that the Study is intended to provide a comprehensive evaluation of the Public Safety Infrastructure reasonably necessary to serve the Project and anticipated future development within the applicable Public Safety service area.

**10.8.2** The Participating Agencies may utilize the Study as a foundational planning document in evaluating future Public Safety Infrastructure, operational planning, capital improvements, staffing, deployment, and related Public Safety needs.

**10.9 Public Safety Infrastructure Inventory.**

**10.9.1** The Public Safety Impact Study shall include, as a separate component of the Study Deliverables, a Public Safety Infrastructure Inventory identifying the Public Safety Infrastructure, capital improvements, operational enhancements, land dedications, apparatus, equipment, staffing recommendations, and other mitigation measures recommended by the Consultant.

**10.9.2** The Inventory should, where reasonably practicable, identify:

1. The recommended improvement;
2. The purpose of the improvement;
3. The anticipated implementation phase;
4. Estimated capital cost;
5. Estimated operational cost, if applicable;
6. Anticipated service area;
7. Estimated service capacity;
8. Relationship to existing Public Safety facilities;
9. Anticipated benefit to future development, if any; and
10. Other information reasonably necessary to facilitate future Public Safety planning.

**10.9.3** The Participating Agencies may utilize and periodically update the Public Safety Infrastructure Inventory as a planning and administrative tool for future Public Safety planning, capital improvements, reimbursement analyses, development impact fee studies, Community Infrastructure District financing, and related governmental purposes. The Participating Agencies may utilize and periodically update the Public Safety Infrastructure Inventory as a planning and administrative tool in evaluating future capital improvements, operational needs, reimbursement opportunities, development impact fee updates, future development proposals, Community Infrastructure District financing, and other Public Safety planning activities.

**10.9.4** The Public Safety Infrastructure Inventory is intended to supplement, and not replace, the Public Safety Impact Study and Public Safety Impact Mitigation Plan substantially in the tabular form attached as **Exhibit F**.

**10.10 No Guarantee or Warranty.**

**10.10.1** The Study constitutes a professional planning document based upon information reasonably available at the time it is prepared.

**10.10.2** Nothing contained in the Study shall constitute a guarantee of future development, governmental action, operational performance, emergency response times, funding, financial feasibility, or future conditions.

**10.11 Continuing Availability.**

**10.11.1** The Final Public Safety Impact Study, the Public Safety Impact Mitigation Plan, and the Executive Summary shall remain available for future governmental reference and planning purposes unless superseded by a subsequently adopted study.

**10.11.2** Superseding studies may incorporate all or portions of the original Study where appropriate.

**10.12 No Limitation Upon Governmental Authority.**

**10.12.1** Governmental authority is preserved as provided in Section 1.4.6.

## ARTICLE XI
## PUBLIC RECORDS, CONFIDENTIALITY, AND COMMUNICATIONS

**11.1 Purpose.**

**11.1.1** This Article establishes procedures governing public records, confidentiality, communications, and the handling of information generated or exchanged during preparation of the Public Safety Impact Study.

**11.1.2** The Parties acknowledge that the Participating Agencies and the County are public agencies subject to the Idaho Public Records Act and the Idaho Open Meeting Law.

**11.2 Public Records.**

**11.2.1** Records maintained by the Participating Agencies and Valley County in connection with this Agreement shall be maintained and disclosed in accordance with applicable law.

**11.2.2** Nothing contained in this Agreement shall require any Party to disclose information exempt from disclosure under applicable law.

**11.2.3** Each Party shall independently determine its obligations concerning public records requests directed to that Party.

**11.2.4 Consultant Records Not Delivered to the Parties.** Except as otherwise required by the Professional Services Agreement, notes, draft calculations, internal analyses, working papers, correspondence, electronic files, research materials, data compilations, models, software files, and other project records prepared or maintained solely by the Consultant that have not been delivered or otherwise transmitted to a Participating Agency or Valley County shall remain the records of the Consultant and shall not be deemed records of any Participating Agency or Valley County solely because they relate to the Study. Nothing contained herein shall require a Participating Agency or Valley County to obtain or produce records that are not in its possession, custody, or control.

**11.3 Confidential Information.**

**11.3.1** A Party, the Developer, the Consultant, or any other person providing information in connection with the Study shall identify information believed to constitute confidential, proprietary, trade secret, or otherwise protected information under applicable law.

**11.3.2** Identification of information as confidential or exempt from disclosure shall not obligate the receiving Party to withhold disclosure, subject to prior notice to the sending Party, if disclosure is required by law.

**11.3.3** Before disclosing information identified as confidential, the receiving Party shall make reasonable efforts, when practicable, to notify the Party or person asserting confidentiality so that appropriate legal action may be pursued if desired.

**11.3.4 Identification of Confidential Information Claimed To Be Exempt From Public Disclosure.** Any Party, the Developer, the Consultant, or any other person providing documents or information to a Participating Agency or Valley County that claims such materials are exempt from disclosure pursuant to the Idaho Public Records Act shall clearly identify the claimed exemption at the time the materials are provided. Documents claimed to contain trade secrets, production records, appraisals, bids, proprietary information, or other information exempt from disclosure under the Idaho Public Records Act should be conspicuously marked:

**"CLAIMED EXEMPT FROM PUBLIC DISCLOSURE UNDER THE IDAHO PUBLIC RECORDS ACT"**

together with the statutory basis for the claimed exemption, if known. Failure to identify a claimed exemption shall not waive any rights otherwise available under applicable law but may be considered in determining whether the receiving public agency had notice of the asserted exemption.

**11.4 Attorney-Client Communications and Attorney Work Product.**

**11.4.1** Nothing contained in this Agreement shall require disclosure of attorney-client privileged communications, attorney work product, or other information protected from disclosure by applicable law.

**11.4.2** The Parties acknowledge that each Party may consult with its respective legal counsel regarding matters arising under this Agreement.

**11.5 Draft Documents.**

**11.5.1** Draft reports, preliminary analyses, working papers, technical memoranda, and similar materials prepared by the Consultant prior to issuance of the Final Public Safety Impact Study are intended solely for purposes of review and comment.

**11.5.2** The Consultant's preliminary work product shall not be construed as the Consultant's final professional opinion unless expressly designated as final.

**11.6 Public Communications.**

**11.6.1** Nothing contained in this Agreement shall prohibit any Party from communicating with the public concerning matters within that Party's jurisdiction.

**11.6.2** The Steering Committee may coordinate public communications concerning the progress of the Study in order to promote consistency and accuracy.

**11.6.3** Nothing contained herein shall limit the constitutional or statutory rights of any elected official or public officer to communicate concerning matters of public concern.

**11.7 Records Retention.**

**11.7.1** Each Participating Agencies and the County shall retain records relating to this Agreement in accordance with their records policy and applicable Idaho record retention requirements.

**11.7.2** The Consultant shall retain project records for the period specified in the Professional Services Agreement and shall make such records available to the Parties as required by that Agreement.

**11.7.3** Records prepared or maintained solely by the Consultant that have not been transmitted or otherwise provided to a Participating Agency or Valley County shall remain the records of the Consultant, shall be retained in accordance with the Professional Services Agreement, and shall not be deemed records maintained by a Participating Agency or Valley County.

**11.8 Public Availability of Final Study.**

**11.8.1** Following completion of the Study, the Final Public Safety Impact Study, the Public Safety Impact Mitigation Plan, the Executive Summary, and other final Study Deliverables shall be available for governmental use and public inspection to the extent required by applicable law.

**11.8.2** Nothing contained herein shall prohibit the Participating Agencies or Valley County from utilizing the Study in future governmental proceedings, planning activities, or public presentations consistent with this Agreement.

## ARTICLE XII
## TERM, AMENDMENT, SUSPENSION, WITHDRAWAL, AND COMPLETION

**12.1 Effective Date.**

**12.1.1** This Agreement shall become effective upon execution by all Parties unless a different effective date is expressly provided herein.

**12.2 Term.**

**12.2.1** This Agreement shall remain in effect until completion of the Public Safety Impact Study and satisfaction of the obligations of the Parties, unless earlier terminated in accordance with this Agreement.

**12.2.2** Those provisions which by their nature are intended to survive completion or termination of this Agreement shall remain in effect, including the provisions governing ownership of Study Deliverables, reimbursement obligations, record retention, confidentiality, and such other continuing obligations as are expressly provided in this Agreement.

**12.3 Amendments.**

**12.3.1** This Agreement may be amended only by a written instrument approved and executed by all Parties.

**12.3.2** Minor administrative modifications to the .Work Plan, Project Schedule, Study Budget, Professional Services Agreement exhibits, or similar exhibits that do not materially alter the rights or obligations of the Parties may be approved in writing by all Parties without formal amendment of the body of this Agreement.

**12.4 Suspension.**

**12.4.1** The Steering Committee may recommend suspension of the Study if continuation is impracticable due to insufficient funding, material changes in the Project, pending litigation, governmental direction, force majeure, or other substantial circumstances affecting completion of the Study.

**12.4.2** Suspension shall not terminate this Agreement unless expressly provided by written agreement of the Parties.

**12.5 Withdrawal by the Developer.**

**12.5.1** The Developer may withdraw from participation in this Agreement upon written notice to the Parties.

**12.5.2** Withdrawal shall not relieve the Developer of responsibility for reimbursable Study Costs incurred prior to the effective date of withdrawal.

**12.5.3** Withdrawal of the Developer shall not require the Participating Agencies or Valley County to discontinue the Study if the Parties determine if the remaining Parties determine continuation is appropriate, adequately funded, and lawful.

**12.6 Withdrawal by a Participating Agency.**

**12.6.1** A Participating Agency may withdraw from this Agreement upon written notice to the remaining Parties.

**12.6.2** Prior to withdrawal, the withdrawing Party shall cooperate in an orderly transition of responsibilities.

**12.6.3** Withdrawal shall not affect obligations accrued before the effective date of withdrawal.

**12.7 Completion of the Study.**

**12.7.1** The Study shall be deemed completed upon delivery of the Final Public Safety Impact Study, the Public Safety Impact Mitigation Plan, the Executive Summary, the Public Safety Infrastructure Inventory, and all other required Study Deliverables identified in this Agreement or the approved Work Plan.

**12.7.2** Following completion of the Study, the Fiscal Administrator shall prepare a Final Accounting Report summarizing:

1. Developer deposits;
2. Consultant compensation;
3. Agency reimbursements;
4. Administrative expenses;
5. Remaining balances; and
6. Disposition of any remaining monies in the Fund.

**12.7.3** The Final Accounting Report shall be presented to the governing bodies of the Participating Agencies and made available to Valley County.

**12.7.4** Acceptance of the Final Accounting Report shall constitute administrative completion of this Agreement but shall not affect any continuing rights or obligations that expressly survive termination under Section 12.2.2.

**12.8 Effect of Project Approval or Denial.**

**12.8.1** Approval, conditional approval, denial, withdrawal, or substantial modification of the Project shall not affect the continuing validity of completed Study Deliverables unless otherwise determined by the Parties.

**12.8.2** The Participating Agencies and Valley County may continue to utilize completed Study Deliverables for lawful governmental planning purposes in accordance with this Agreement.

**12.9 Orderly Closeout.**

**12.9.1** Following completion or termination of this Agreement, the Steering Committee shall coordinate an orderly closeout of the Study.

**12.9.2** Closeout activities may include completion of financial accounting, acceptance of final Study Deliverables, transfer of records, disposition of remaining Fund balances, and such other actions reasonably necessary to conclude administration of this Agreement.

## ARTICLE XIII
## GOVERNMENT AUTHORITY AND LEGAL EFFECTG OF THE AGREEMENT

**13.1 Purpose.**

**13.1.1** The Parties acknowledge that this Agreement is intended solely to establish a cooperative process for preparation of an independent Public Safety Impact Study and related planning documents.

**13.1.2** Governmental authority is preserved as provided in Section 1.4.6, and nothing contained in this Agreement shall be construed to expand, limit, transfer, impair, or otherwise affect the governmental authority or legal responsibilities of any Party except as expressly provided by applicable law.

**13.2 Valley County Authority.**

**13.2.1** Nothing contained in this Agreement shall limit or impair the authority of Valley County, the Valley County Planning and Zoning Commission, the Valley County Board of County Commissioners, or any County officer or employee in the exercise of governmental land use regulation authority or any other authority granted by law.

**13.2.2** Valley County retains sole discretion to approve, conditionally approve, deny, continue, modify, or otherwise act upon the Project in accordance with applicable law and the evidence presented during the governmental land use regulation process.

**13.2.3** Nothing contained in this Agreement shall require Valley County to adopt any recommendation, finding, conclusion, mitigation measure, funding recommendation, or condition identified in the Study.

**13.3 Authority of the Participating Agencies.**

**13.3.1** Nothing contained in this Agreement shall limit or impair the independent statutory authority of the McCall Fire Protection District, the Valley Countywide EMS District, or the Valley County Sheriff's Office.

**13.3.2** Each Participating Agency retains full authority to exercise all powers granted by applicable law, including planning, budgeting, acquisition of property and equipment, construction of facilities, employment of personnel, capital improvement planning, development impact fee planning where authorized by law, emergency response, and execution of future agreements.

**13.3.3** Nothing contained herein shall limit any Participating Agency from recommending additional conditions of approval or mitigation measures if deemed reasonably necessary to protect the public health, safety, or welfare.

**13.4 No Vested Rights.**

**13.4.1** Execution of this Agreement shall not create any vested right in the Developer regarding approval of the Project or any portion thereof.

**13.4.2** Preparation of the Study, payment of Study Costs, participation in meetings, or completion of any Study Deliverable shall not create any presumption that the Project will be approved or that any particular condition of approval will or will not be imposed.

**13.5 Effect of the Study.**

**13.5.1** The Study Deliverables are intended to provide objective technical information that may be considered together with all other evidence presented during applicable governmental proceedings.

**13.5.2** No Study Deliverable shall be binding upon any governmental agency unless subsequently adopted or incorporated into official governmental action in accordance with applicable law.

**13.10 No Third-Party Rights.**

**13.10.1** This Agreement is entered into solely for the benefit of the Parties.

**13.10.2** Nothing contained herein shall create any right, cause of action, claim, entitlement, or enforceable interest in any person or entity that is not a Party to this Agreement.

**13.10.3** No future developer, landowner, lender, contractor, resident, or member of the public shall be deemed a third-party beneficiary of this Agreement.

**13.11 Compliance with Applicable Law.**

**13.11.1** This Agreement is intended to supplement, and not supersede, the governmental authority and legal responsibilities of the Parties as established by applicable federal, state, and local law. This Agreement shall be interpreted and administered in a manner consistent with such laws.

**13.11.2** This Agreement is intended to be implemented in accordance with all applicable federal, state, and local statutes, ordinances, regulations, codes, and duly adopted governmental policies, including the Idaho Local Land Use Planning Act, the Idaho Development Impact Fee Act, the Idaho Public Records Act, the Idaho Open Meeting Law, the applicable statutes governing the Participating Agencies and Valley County, the International Fire Code as adopted in Idaho, and other applicable laws.

**13.11.3** In the event any provision of this Agreement is determined to conflict with applicable law, such law shall control, and this Agreement shall be interpreted, administered, and, if necessary, reformed to the minimum extent necessary to achieve compliance while preserving, to the greatest extent possible, the intent of the Parties.

## ARTICLE XIV
## IMPLEMENTATION OF THE PUBLIC SAFETY IMPACT STUDY

**14.1 Purpose.**

**14.1.1** The purpose of this Article is to establish procedures for consideration, implementation, monitoring, and future use of the Public Safety Impact Study following completion of the Study as outlined in **Exhibit G**.

**14.1.2** Implementation of the Study shall be subject to the governmental authority preserved by Section 1.4.6 and Article XIII.

**14.2 Consideration of the Study.**

**14.2.1** Following completion of the Final Public Safety Impact Study, the Parties may consider the Study and its recommendations in connection with the Project and other lawful governmental planning activities.

**14.2.2** The Study Deliverables may be presented to the governing bodies of the Participating Agencies, Valley County, and other governmental agencies having jurisdiction over matters addressed by the Study.

**14.3 Public Safety Impact Mitigation Plan.**

**14.3.1** The Public Safety Impact Mitigation Plan is intended to identify recommended mitigation measures reasonably necessary to maintain adequate Public Safety services throughout the planning, construction, occupancy, and ultimate build-out of the Project.

**14.3.2** The Mitigation Plan is advisory in nature unless and until adopted or incorporated into an official governmental action in accordance with applicable law.

**14.4 Recommended Conditions of Approval.**

**14.4.1** The Consultant may prepare recommended conditions of approval for consideration by Valley County.

**14.4.2** Recommended conditions are intended solely as technical recommendations and shall not constitute governmental action unless adopted through the applicable governmental land use regulation process.

**14.5 Future Public Safety Planning.**

**14.5.1** The Participating Agencies and Valley County may utilize the Study in future Public Safety planning, including capital improvement planning, development impact fee planning, operational planning, facility planning, development agreement negotiations, Community Infrastructure District planning, and other lawful Public Safety planning activities.

**14.6 Public Safety Infrastructure Inventory.**

**14.6.1** The Public Safety Infrastructure Inventory shall serve as a planning and implementation tool identifying recommended Public Safety improvements associated with the Project.

**14.6.2** The Participating Agencies may periodically update the Inventory to reflect completed improvements, revised costs, operational changes, additional facilities, remaining service capacity, and other material information relevant to future Public Safety planning.

**14.6.3** The Inventory may be utilized in evaluating future development proposals, Public Safety infrastructure needs, reimbursement analyses, development impact fee studies, Community Infrastructure District financing, and other lawful governmental purposes.

**14.7 Future Growth and Cost Allocation.**

**14.7.1** Where the Study identifies Public Safety Infrastructure or operational improvements expected to benefit future development beyond the Project, the Participating Agencies and Valley County may consider that information in evaluating future funding mechanisms, reimbursement agreements, development agreements, development impact fee updates, Community Infrastructure District financing, and other lawful cost allocation methods.

**14.7.2** Nothing contained herein shall create any obligation to adopt any particular funding mechanism or reimbursement program.

**14.8 Monitoring and Future Updates.**

**14.8.1** The Participating Agencies may periodically review the continuing applicability of the Study as development occurs within the Project service area.

**14.8.2** If material changes occur affecting assumptions underlying the Study, the Participating Agencies may update or supplement the Study as appropriate.

**14.8.3** Nothing contained herein shall require preparation of an updated Study unless determined appropriate by the Participating Agencies or otherwise required by law.

**14.9 Subsequent Development.**

**14.9.1** The Parties acknowledge that future development located within the anticipated Public Safety service area may benefit from Public Safety Infrastructure initially recommended or implemented in connection with the Project.

**14.9.2** Accordingly, Valley County and the Participating Agencies may consider the Study Deliverables when evaluating subsequent development proposals and determining appropriate Public Safety mitigation measures.

**14.9.3** Nothing contained herein shall create any vested right in future developers or require application of any particular recommendation to subsequent development.

**14.10 Continuing Cooperation.**

**14.10.1** The Parties acknowledge that implementation of Public Safety improvements associated with the Project may extend over many years and may involve additional agreements, governmental approvals, funding mechanisms, and future planning efforts.

**14.10.2** The Parties express their intent to continue cooperating in good faith in evaluating and implementing Public Safety improvements consistent with the

implementation procedures outlined in Exhibit G, applicable law, and the evolving needs of the community.

**14.10.3** Nothing contained herein shall obligate any Party to enter into future agreements or approve future funding measures unless independently determined appropriate by the governing body possessing jurisdiction over the matter under consideration.

## ARTICLE XV
## DEFAULT, TERMINATION, LIABILITY, AND DISPUTE RESOLUTION

**15.1 Purpose.**

**15.1.1** This Article establishes procedures governing defaults under this Agreement, termination of participation, preservation of governmental immunities, allocation of responsibility, and resolution of disputes arising in connection with this Agreement.

**15.2 Events of Default.**

**15.2.1** An Event of Default may include:

1. Failure of the Developer to make required funding deposits under Article VII;
2. Material failure of a Party to perform a material obligation expressly required by this Agreement;
3. Material breach of the Professional Services Agreement by the Consultant;
4. Material misrepresentation concerning matters material to the preparation of the Study; or
5. Any other material breach of this Agreement that substantially interferes with preparation or administration of the Study.

**15.2.2** No Party shall be deemed in default for delays or failures caused by circumstances beyond its reasonable control, including acts of God, natural disasters, governmental actions, litigation, labor disputes, or other force majeure events.

**15.3 Notice and Opportunity to Cure.**

**15.3.1** Prior to asserting an Event of Default, the non-defaulting Party shall provide written notice describing the alleged default with reasonable specificity.

**15.3.2** The allegedly defaulting Party shall have twenty-eight (28) calendar days after receipt of the written notice of default within which to cure the alleged default, if the default is capable of cure.

**15.3.3** Within the twenty-eight (28) day cure period, the allegedly defaulting Party shall provide a written response to the Party asserting the default stating one of the following:

(1) denying the default or that the alleged default has been cured;

(2) the alleged default is admitted and will be cured within the twenty-eight (28) day cure period; or

(3) the alleged default is admitted, cannot reasonably be cured within the twenty-eight (28) day cure period, and the allegedly defaulting Party intends to cure the default within an additional stated period of time. The response shall identify the additional time requested and the facts supporting why the additional time is reasonably necessary under the circumstances.

**15.3.4** If the allegedly defaulting Party timely responds under subsection 15.3.3(3), promptly commences corrective action, and thereafter diligently pursues completion of the cure, the non-defaulting Parties may extend the cure period for such additional reasonable time as they determine appropriate under the circumstances.

**15.3.5** The Parties shall make reasonable efforts to resolve disputes informally before exercising remedies available under this Agreement.

**15.4 Suspension or Termination.**

**15.4.1** If an Event of Default is not timely cured, the Parties may suspend preparation of the Study or terminate this Agreement by unanimous written agreement of the remaining non-defaulting Parties, to the extent permitted by applicable law.

**15.4.2** Termination shall not affect rights or obligations that accrued prior to the effective date of termination.

**15.4.3** Termination of this Agreement shall not invalidate completed portions of the Study or prevent their lawful use as otherwise provided in this Agreement.

**15.4.4** Before terminating this Agreement for an uncured Event of Default, the remaining non-defaulting Parties shall make written findings identifying the nature of the default, the efforts made to resolve the default, the opportunities provided to cure the default, and the reasons termination is determined to be appropriate.

**15.5 Effect of Termination.**

**15.5.1** Upon termination, the Fiscal Administrator shall complete a final accounting in accordance with Article XII.

**15.5.2** Completed Study Deliverables shall remain available for governmental use in accordance with Article X unless otherwise agreed by the Parties.

**15.5.3** Outstanding financial obligations incurred prior to termination shall remain payable from available monies in the Fund.

**15.6 Governmental Immunity.**

**15.6.1** Nothing contained in this Agreement shall be construed as a waiver of any governmental immunity, limitation of liability, defense, or protection available to any Participating Agency, Valley County, or public official under the Constitution or laws of the State of Idaho.

**15.6.2** All immunities, defenses, and limitations available under the Idaho Tort Claims Act and other applicable law are expressly preserved.

**15.7 Limitation of Liability.**

**15.7.1** Except as expressly provided herein, no Party shall be liable for the acts, omissions, obligations, or liabilities of another Party.

**15.7.2** Nothing contained in this Agreement shall create joint and several liability among the Parties.

**15.7.3** The Consultant's professional responsibilities shall be governed by the Professional Services Agreement.

**15.8 Indemnification.**

**15.8.1** To the extent permitted by applicable law, each Party shall be responsible for its own acts and omissions and those of its officers, employees, and agents.

**15.8.2** Nothing contained herein shall be construed as requiring any Participating Agency or Valley County to indemnify another Party except to the extent expressly authorized by applicable law.

**15.8.3** Any indemnification obligations of the Consultant shall be governed by the Professional Services Agreement.

**15.9 Insurance.**

**15.9.1** Insurance requirements applicable to the Consultant shall be established in the Professional Services Agreement.

**15.9.2** Nothing contained herein shall create, expand, diminish, or otherwise alter any insurance obligations otherwise imposed by law or separate agreement upon the Developer or any Participating Agency.

**15.10 Informal Dispute Resolution.**

**15.10.1** The Parties shall make reasonable efforts to resolve disputes arising under this Agreement through informal discussions before initiating litigation.

**15.10.2** The Steering Committee may assist in facilitating communications among the Parties but shall possess no authority to adjudicate disputes.

**15.10.3** The Parties may voluntarily agree to mediation or other mutually acceptable alternative dispute resolution before commencement of litigation.

**15.11 Governing Law and Venue.**

**15.11.1** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

**15.11.2** Unless otherwise required by applicable law, any judicial proceeding arising under this Agreement shall be commenced in the District Court of the Fourth Judicial District of the State of Idaho, in and for Valley County.

**15.12 Attorney Fees.**

**15.12.1** Except as otherwise provided by statute or separate written agreement, each Party shall bear its own attorney fees and costs incurred in connection with disputes arising under this Agreement.

**15.12.2** Nothing contained herein shall impair the authority of a court of competent jurisdiction to award attorney fees or costs where authorized by applicable law.

**15.13 Equitable Relief.**

**15.13.1** The Parties acknowledge that the principal purpose of this Agreement is to establish a cooperative process for the preparation and use of an independent Public Safety Impact Study. Because the subject matter of this Agreement involves governmental planning, coordination among public agencies, and the preparation of professional work product, the Parties recognize that, in certain circumstances, monetary damages may not constitute an adequate remedy for a material breach of this Agreement.

**15.13.2** Subject to applicable law and the governmental immunities, defenses, and limitations preserved by this Agreement, any Party may seek declaratory relief,

temporary or permanent injunctive relief, or other equitable relief from a court of competent jurisdiction when such relief is reasonably necessary to:

1. Preserve the integrity or independence of the Public Safety Impact Study;
2. Prevent the unauthorized expenditure or disposition of monies in the Project Public Safety Study Fund;
3. Protect the ownership, preservation, or availability of Study Deliverables;
4. Prevent material interference with the Consultant's performance of professional services;
5. Compel performance of a ministerial obligation expressly required by this Agreement; or
6. Preserve the rights of the Parties pending final resolution of a dispute.

**15.13.3** Nothing contained in this Section shall be construed as:

1. Expanding the jurisdiction of any court;
2. Creating any cause of action not otherwise recognized by applicable law;
3. Waiving any governmental immunity, statutory defense, or limitation upon liability;
4. Authorizing judicial review of discretionary governmental decisions beyond that otherwise provided by law; or
5. Limiting the authority of any governmental body to exercise its lawful discretion in connection with governmental land use regulation decision-making or other governmental actions.

**15.13.4** Before seeking equitable relief, the Party requesting such relief shall provide written notice to the other affected Parties and make a good faith effort to resolve the matter informally pursuant to Section 15.10; provided, however, that nothing herein shall preclude a Party from seeking immediate judicial relief when necessary to prevent irreparable harm or to preserve the status quo pending resolution of the dispute.

**15.13.5** The remedies provided in this Section are cumulative and shall not preclude any other remedy available under this Agreement or applicable law, except as otherwise limited by the governmental immunities, defenses, and statutory limitations expressly preserved herein.

## ARTICLE XVI
## GENERAL PROVISIONS

**16.1 Notices.**

**16.1.1** Any notice required or permitted under this Agreement shall be in writing and shall be transmitted by electronic mail to the Designated Representative identified in the Notice Addresses and Administrative Contacts attached as **Appendix D** to this Agreement. Notice shall be deemed received on the date

transmitted unless the sender receives notice that the electronic transmission was unsuccessful.

**16.1.2** Each Party shall promptly notify all other Parties of any change in its Designated Representative or electronic mail address. Until such notice is given, notices transmitted to the previously designated electronic mail address shall be deemed effective.

**16.2 Authorized Representatives.**

**16.2.1** Each Party shall designate an authorized representative for purposes of administering this Agreement.

**16.2.2** Designation or replacement of a Designated Representative may be accomplished by electronic notice under Section 16.1 and shall not require amendment of this Agreement.

**16.3 Entire Agreement.**

**16.3.1** This Agreement, together with all exhibits incorporated herein, constitutes the entire agreement among the Parties concerning the subject matter hereof.

**16.3.2** This Agreement supersedes all prior negotiations, discussions, understandings, and agreements concerning the subject matter of this Agreement.

**16.4 Order of Precedence.**

**16.4.1** In the event of any inconsistency between the body of this Agreement and any exhibit attached hereto, the provisions of this Agreement shall control unless the Agreement expressly provides otherwise.

**16.4.2** If an inconsistency exists between two or more exhibits, the Steering Committee shall review the matter and make a recommendation to the Parties. Any resolution of such inconsistency shall require the written approval of all Parties if it materially affects the rights or obligations of any Party.

**16.5 Assignment.**

**16.5.1** No Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of all other Parties, except that a Participating Agency may assign administrative responsibilities to a successor public agency or governmental entity possessing substantially the same statutory authority.

**16.6 Counterparts and Electronic Signatures.**

**16.6.1** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**16.6.2** Electronic signatures and electronically transmitted counterparts shall be deemed original signatures .to the fullest extent permitted by the Idaho Uniform Electronic Transactions Act and other applicable law.

**16.7 Severability.**

**16.7.1** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, provided the essential purposes of this Agreement can still be accomplished.

**16.7.2** The Parties intend that any invalid provision be reformed, if reasonably possible, to accomplish its original purpose in a lawful manner.

**16.8 Waiver.**

**16.8.1** No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the Party against whom enforcement of the waiver is sought.

**16.8.2** No waiver of any breach shall constitute a waiver of any subsequent breach.

**16.9 Rules of Construction.**

**16.9.1** This Agreement has been negotiated jointly by the Parties and shall not be construed for or against any Party based upon authorship.

**16.9.2** Headings and titles are included solely for convenience and shall not affect the interpretation of this Agreement.

**16.9.3** Unless the context clearly requires otherwise, words in the singular include the plural, words in the plural include the singular, and words of one gender include all genders.

**16.10 Further Assurances.**

**16.10.1** Each Party agrees to execute such additional documents and perform such additional acts as may be reasonably necessary to carry out the purposes of this Agreement.

**16.11 Time of Performance.**

**16.11.1** Time periods established under this Agreement are intended to facilitate orderly completion of the Public Safety Impact Study.

**16.11.2** Unless expressly stated otherwise, time periods may be reasonably extended by unanimous written agreement or electronic agreement of the Parties or as otherwise authorized by this Agreement.

**16.12 No Partnership or Joint Venture.**

**16.12.1** Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency relationship, fiduciary relationship, or other legal association among the Parties beyond the cooperative purposes expressly described herein.

**16.12.2** Each Party shall remain solely responsible for exercising its own statutory powers and duties.

**16.13 Force Majeure.**

**16.13.1** No Party shall be considered in default for delays or failures in performance resulting from events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil disturbance, labor disputes, governmental orders, epidemics, pandemics, interruptions of essential services, or other similar events.

**16.13.2** A Party affected by a force majeure event shall provide reasonable electronic notice to the other Parties and shall make reasonable efforts to resume performance as soon as practicable.

**16.14 Interpretation.**

**16.14.1** This Agreement shall be interpreted to promote its purposes as set forth in Article III and to preserve the governmental authority of the Participating Agencies and Valley County as provided in Article XIII.

**16.15 Incorporation of Exhibits.**

**16.15.1** Each exhibit attached to this Agreement is incorporated herein by this reference as though fully set forth.

**16.15.2** Exhibits may be amended only in the manner provided by this Agreement.

**16.16 Execution.**

**16.16.1** This Agreement shall become binding upon execution by all Parties.

**16.16.2** Each individual executing this Agreement represents that he or she has been duly authorized to execute this Agreement on behalf of the Party for whom the individual signs.

### 16.17 Captions

**16.17.1** Captions, headings, and section titles are included solely for convenience of reference and shall not be considered in interpreting the substantive provisions of this Agreement.

## ARTICLE XVII
## EXECUTION OF AGREEMENT

### 17.1 Purpose

**17.1.1** The purpose of this Article is to establish the procedures governing execution of this Agreement in original counterparts and the exchange of executed counterparts among the Parties.

### 17.2 Original Counterparts

**17.2.1** This Agreement shall be executed in four (4) original counterparts. Each original counterpart shall contain identical terms and conditions and shall be designated on the first page in the upper right-hand corner as follows:

Original Counterpart No. 1 of 4 — DF Development, LLC

Original Counterpart No. 2 of 4 — McCall Fire Protection District

Original Counterpart No. 3 of 4 — Valley Countywide EMS District

Original Counterpart No. 4 of 4 — Valley County

Each Party shall execute only the original counterpart designated for that Party. Following completion of the execution process, each Party shall retain its fully executed designated original counterpart as its official original of this Agreement.

**17.2.2** Each Party shall obtain all approvals necessary to authorize execution of its designated original counterpart. Upon completion of the execution process, each Party shall retain its designated original counterpart as its official original of this Agreement.

**IN WITNESS WHEREOF**, the Parties, acting by and through their duly authorized governing bodies and authorized representatives, have caused this Agreement to be executed in the original counterparts identified herein.

Each Party represents that the individual executing this Agreement on its behalf has been duly authorized to do so by all necessary governmental or organizational action.

This Agreement shall become effective in accordance with **Article XVII** upon execution of the designated original counterpart by each Party and transmission of electronic copies of all executed original counterparts to the Designated Representatives of all Parties pursuant to Section 16.1.

**Document Control Certification**

This signature page forms a part of **Original Counterpart No. ____ of 4** of the Public Safety Impact Study Funding Agreement for the Red Ridge Village Planned Unit Development.

DATED:_____

**MCCALL FIRE PROTECTION DISTRICT**

_____
Jeremy Olson, Commissioner Subdistrict No. 1

_____
Sadie Noah, Chairman/Commissioner, Subdistrict No. 2

_____
Nicholas Erekson, Commissioner Subdistrict No. 3

**ATTEST:**

_____
Amanda Keaveny, District Secretary

DATED:_____

**VALLEY COUNTYWIDE EMS DISTRICT**

_____
By: Chairman
Board of Commissioners

**ATTEST**:



DRAFT

By:_____
Ambulance District Secretary

DATED:_____

**Valley County**

By:_____
Sherry Maupin, Chairman
Commissioner – District 2

By:_____
Katlin Caldwell
Commissioner – District 1

By:_____
Neal Thompson
Commissioner – District 3

DATED:_____

**DF Development, LLC**

By:_____
_____, Managing Member

DRAFT

IDAHO POWER

May 20, 2026

Ms. Cynda Herrick
Director of Planning and Zoning
Valley County
219 N. Main Street
PO Box 1350
Cascade, ID 83611

Subject: Red Ridge Subdivision Near McCall

Dear Ms. Herrick,

The Red Ridge Subdivision team has asked Idaho Power to provide confirmation that we are in active discussions regarding the infrastructure upgrades needed to support their proposed development.

As part of its standard process related to our obligation to serve new or expanding customers, Idaho Power evaluates these requests for new service in accordance with applicable tariffs and state requirements. For projects such as Red Ridge, any required system upgrades would be customer-funded to ensure costs are not shifted to existing Idaho Power customers. Idaho Power's required upgrades will be dependent on Red Ridge Subdivision's final project design and timelines. The developer would be responsible for submitting formal Service Requests and executing any necessary agreements.

Please let me know if you would like any additional information.

Sincerely,



**Dylan Martin**
LOCAL AREA ENERGY ADVISOR
dmartin@idahopower.com
(208) 630-7923
30 West Lake Fork Rd, McCall, ID 83638

1221 W. Idaho St (83702)
P.O. Box 70
Boise, ID 83707

**From:** Tim Thomas <tthomas@mdsd.org>
**Sent:** Monday, August 10, 2026 10:11 AM
**To:** Cynda Herrick <cherrick@valleycountyid.gov>
**Subject:** Re: Valley County Planning and Zoning Commission Contacts

Dear Members of the Valley County Planning and Zoning Commission:

I am writing on behalf of the McCall-Donnelly School District regarding P.U.D. 26-001, the Red Ridge Village Concept.

The District wants to ensure that the Commission has an accurate understanding of the applicant's discussions with the McCall-Donnelly School District. To date, representatives of the applicant have participated in only two informal meetings with the School District. These meetings were preliminary and informational in nature. They did not result in a formal agreement, commitment, memorandum of understanding, or other arrangement between the applicant and the McCall-Donnelly School District regarding the proposed development or its impacts on the District.

Accordingly, the District respectfully requests that the record for P.U.D. 26-001 clearly reflect that no agreement currently exists between the applicant and the McCall-Donnelly School District.

Of particular concern to the District is the potential impact of a development of this nature on school enrollment and capacity. Residential growth can create significant additional demand for classrooms, staffing, transportation, facilities, and other educational services. These impacts should be meaningfully evaluated as part of the planning process rather than addressed only after development has been approved and students begin entering the District.

The School District recognizes the importance of responsible growth in Valley County and appreciates opportunities to work constructively with developers and local government. At the same time, the District has a responsibility to its students, families, taxpayers, and community to plan for growth and ensure that adequate educational capacity can be provided.

For these reasons, the McCall-Donnelly School District respectfully requests that the Planning and Zoning Commission require an agreement addressing the development's anticipated impacts on the School District before recommending or granting approval of P.U.D. 26-001. The two informal meetings that have occurred should not be interpreted as District concurrence with the proposal or as evidence that the development's school-capacity impacts have been resolved.

We appreciate the Commission's consideration of the District's concerns and its recognition of school capacity as an important component of responsible land-use planning.

Sincerely,

Tim Thomas
Superintendent
McCall-Donnelly School District

**From:** Tim Thomas <tthomas@mdsd.org>
**Sent:** Wednesday, August 19, 2026 3:04 PM
**To:** Cynda Herrick <cherrick@valleycountyid.gov>
**Subject:** Red Ridge Village Concept Public Hearing

Cynda,

Attached is a Superintendent Summary document for the PZ to review / consider during the Red Ridge Village Concept public hearing on 8/27/26.

Thanks

Tim Thomas
Superintendent
McCall Donnelly School District

Cc: Board Members, Principals, Directors

RECEIVED
AUG 19 2026
BY:

# Superintendent's Summary — Red Ridge Village Fiscal Impact Analysis

BBC Research & Consulting's July 2026 fiscal impact analysis evaluates the proposed Red Ridge Village (RRV), a 2,250-acre planned development approximately three miles west of McCall. The project anticipates a 15–20 year phased buildout of 722 residential units—170 local-housing townhomes/duplexes, 302 single-family lots, and 250 condominiums/nightly-rental units—plus 80,000 square feet of non-residential space. The analysis examines recurring fiscal impacts on Valley County, McCall Fire Protection District, Valley Countywide EMS District, and the McCall-Donnelly School District (MDSD). Importantly, the report characterizes its findings as long-term planning estimates rather than precise budget forecasts, with actual results dependent on development timing, taxable values, occupancy, service standards, and future policy decisions.

For MDSD specifically, the study concludes that RRV produces a positive fiscal impact at full buildout, principally because of the development's high anticipated taxable value and assumed relatively low student generation. The model estimates approximately $1.56 million in annual district revenue against $1.17 million in annual expenditures, with expenditures increasing to approximately $1.47 million under the report's 25% sensitivity adjustment. The result depends materially on assumptions about student generation and occupancy: the study uses the current Valley County ratio of 0.123 K–12 students per housing unit, while assuming only 15% of single-family homes and 5% of condominiums will be primary residences, compared with 95% of the 170 local-housing units.

The most significant issue for MDSD is therefore not simply the report's projected buildout surplus, but the timing, uncertainty, and capacity implications occurring before buildout. BBC projects an approximate $106,000 annual operating deficit during the first three years of Phase 1 occupancy because students and service obligations can arrive before corresponding property-tax revenues. The report further projects that revenues still will not cover expenditures at completion of Phase 2 and estimates that the cumulative initial deficit may not be recovered until six years after completion of Phase 3. More broadly, BBC acknowledges that actual results depend on student generation, occupancy patterns, development pace, assessed values, future levy rates, inflation, service standards, and economic conditions. These qualifications provide a reasonable basis for MDSD to distinguish between an eventual modeled fiscal surplus and the district's obligation to have adequate staffing, classrooms, transportation, and other capacity available when students actually arrive.

## Counterpoints / alternative analyses

- **Buildout fiscal surplus ≠ adequate school capacity.** The model primarily compares recurring revenues and per-student operating expenditures; it does not separately quantify RRV-driven school capital requirements such as classrooms, school-site expansion, buses, transportation infrastructure, or other capacity investments. This is particularly notable because the report expressly recognizes unresolved capital and service-capacity impacts for fire services but does not present an analogous school-capacity analysis.

MDSD requests a dedicated school facilities/capacity impact analysis before the conclusion that the development is fiscally neutral or positive to the district.

- **MDSD challenges the 0.123 student-per-housing-unit assumption.** Applying a countywide average to this development may obscure the student-generation characteristics of the county's different housing products. The 170 units specifically marketed as local housing, of which 95% are assumed to be primary residences, could reasonably generate students at a materially different rate than Valley County's second home-dominated housing stock. MDSD requests an agreement that requires student-generation rates to be validated separately by housing type and periodically recalibrated against actual RRV enrollment.

- **The report itself establishes a measurable timing deficit.** MDSD should not necessarily finance an acknowledged development-created cash-flow gap while awaiting future tax collections. BBC estimates roughly $106,000 per year of Phase 1 operating deficit, continued insufficiency through Phase 2, and potentially six years after Phase 3 before the cumulative deficit is recovered. MDSD supports negotiating front-loaded mitigation payments, phase-based contributions, or another mechanism tied to occupancy rather than waiting for eventual property-tax receipts.

- **The 25% sensitivity case may not test the most important risk.** BBC increases school expenditures by 25% but apparently leaves the underlying student-generation assumption unchanged. For MDSD, the consequential downside scenario may be more students than projected, not merely higher expenditures per projected student. MDSD therefore request scenarios using higher student-generation rates—particularly for the local-housing component—and evaluate the resulting operating and capital impacts.

- **Make mitigation adaptive rather than relying on a 15–20 year forecast.** BBC expressly cautions that long-term outcomes depend on development pace, assessed values, levy rates, occupancy, student generation, service standards, inflation, and economic conditions. A development agreement spanning decades should therefore incorporate enrollment triggers, periodic impact reviews, phase-by-phase reconciliation, and reopening/true-up provisions so mitigation responds to actual students and demonstrated District costs rather than locking MDSD into today's assumptions.

In conclusion, the District's position is not that BBC's conclusion is necessarily wrong; it is that a projected long-term operating surplus does not establish that the development creates no near-term operating, capital, transportation, or capacity burden for MDSD. The near-term costs could be passed to MDSD taxpayers immediately. MDSD taxpayers should not bear the risk if the report's assumptions prove inaccurate. Approval should ensure that existing MDSD taxpayers and students are not required to finance development-driven capacity before the corresponding revenues materialize.

To: Valley County Planning and Zoning Commission
August 17, 2026

Valley County Grooming Advisory Board asks that the following points be included in the public record and considered as they pertain to any determination on PUD 26-001. We appreciate that recreation is being considered in the Red Ridge Village proposal and recognize that recreation management is a collaborative process. If this proposal is taken at face value with best intentions assumed, it appears that the public will have access to trails within the Red Ridge Village. However, the proposal is not specific enough to ensure that recreational access is conserved in perpetuity, including during the first development phase of Red Ridge Village.

Appendix I Open Space and Amenities describes the role of open space in integrating "long-term stewardship… and public access where appropriate," with the understanding that "public access may be limited or seasonally restricted" (p. I-2) and that "development-specific maintained areas" (p. I-5) may be closed to public use. The Red Ridge Village Applicant (DFD) has indicated to Recreation staff that potential reasons for recreational closures include neighborhood amenities that are only available to residents (i.e. a pool or clubhouse). In response to these items, we would request that language is added to the PUD as a Condition of Approval that describes the HOA's trail and trailhead operating plans (including seasonality), as well as language addressing how the trail/trailhead operator will maintain public access to trails and open spaces alongside the future addition of development-specific amenities. We suggest the language also include stipulations for trail/trailhead closure as well as reopening (for example, wildfire risk or other public hazard) as part of the operations plan.

To ensure that recreational access is conserved throughout the duration of the development, we would request that language is added to the PUD requiring the developer to install trails and public access in the first phase of development. This requirement should further specify that no home construction may begin prior to the full implementation of the trails and public access outlined in the agreement, thus preserving the integrity of recreational access

throughout the development process. As part of the above, we request that a full illustration of the trail system be presented to the Commission. This illustration should specify a complete trail map, parking lot spaces to be developed, public restrooms to be installed, and materials to be used in the construction of all of the above. We believe that parking should be included as part of any approval of the PUD as this will minimize future conflicts over street parking and homeowner concerns.

Although Red Ridge Village does not directly abut public lands, in the PUD, public access to public lands and existing trails beyond the development is not guaranteed for any length of time, including in winter. A description of how winter motorized users will have access to the snowmobile trailhead/staging area, what fees might apply for parking, and how recreation managers at the development will collaborate with the Valley County snow grooming program (including seasonal dates for snowmobile trail maintenance) should be added to the PUD as a Condition of Approval. Red Ridge Road is a critical link for all users between No Business Mountain access routes to the south and Ecks Flats and Rock Flats access on the north end of Red Ridge. Red Ridge Road and Fishlake Road have historically been groomed snowmobile routes in the winter and have served as critical access routes for summer recreation. If Valley County or Idaho Department of Parks and Recreation were granted a permanent Recreational Easement on Red Ridge Road to ensure the future of snowmobile grooming and winter access, and recreational use in summer, these public lands concerns would be addressed. Idaho State Statute (ID 36-1604) provides a mechanism to create permanent Recreational Easements that limit property owner liability.

Thank you for considering our input and we look forward to improving winter recreation in Valley County.

Valley County Grooming Advisory Board Members
Chairman: Ron Platt

August 19, 2026

From: Cynda Herrick, P&Z Director

RE: **Budget Cap**

The P&Z Commission asked about ad valorem taxes and the budget cap being 3% plus new construction, not to exceed 8%. (rough paraphrase)

The response I received from the Valley County budget officer is the following:

**This year we were at 4.84%, last year was 5.09% and the year before was 5.12%.**

**Gabby Knapp**
***Clerk***

Valley Soil & Water Conservation District
PO Box 580
209 N Idaho Street
Cascade, ID 83611
(208) 382-3317
www.ValleySWCD.org

RECEIVED
NOV 11 2026
BY:

November 5, 2026

Valley County Planning & Zoning Commissioners
PO Box 1350
219 North Main St
Cascade, ID 83611

Dear Commissioners:

Valley Soil and Water Conservation District (VSWCD) continues to have questions, concerns and comments about the proposed Red Ridge development, most specifically about water.

WATER AVAILABILITY

The Brockway Water report which was meant to quiet any foreboding about water availability and quality has left us with several questions which we feel you need to answer before moving forward. We had thought that you were considering having a neutral 3rd party to give you another assessment, not hired by the proponent. If so we hope the 3rd party would look at the following:

Two wells are proposed in the artesian layer, and the report indicates that the water supply is stable– how do they know the recharge (i.e., water supply) is stable without data from monitoring wells or a groundwater model?

Section C.5 of the report needs more explanation:

a. They assume the aquifer is in long term equilibrium – what evidence suggests this?
b. They use Darcy's Law, which assumes that the porous space is completely saturated with water. Is this a valid assumption for this aquifer? Is there additional evidence that suggests this?

How do they know the shallow and deeper aquifers are disconnected?

USE OF RENTAL POOL WATER

The Red Ridge development's proposed dependence on rental pool/water bank water for irrigation sets up a fragile system:

First, some explanation of terms:

Rental Pool water is water that is pulled from irrigation entities which have storage facilities such as reservoirs or contracts with the Bureau of Reclamation in Deadwood Reservoir and Lake Cascade.

Entities that store water are frequently Irrigation Districts (publicly organized), Irrigation Companies (privately organized) and individuals with private ponds. The rules that these entities use to manage their rental water are set by each entity and are unique to their specific needs. The entities must willingly donate storage water to be used by the buyer. In a second dry year in a row, entities may not have storage water to sell.

Water Bank waters are those that come from ground water and or "natural flow". The water bank requires someone to donate their natural flow water to the water bank and it has to be redone annually. Water bank water is managed by the Idaho Department of Water Resources and is a limited resource.

There are several apparent challenges that that Red Ridge may face in their efforts to acquire enough water to irrigate their acreage on a dependable basis year after year:

- Intense competition for a limited resource: Water Basin 65 ( the Payette River drainage) waters are allocated based on the initial date of individual water rights. In drought years late dates may be cut short or cut off. I'm not aware of any surface Water Rights for Red Ridge. This would make their priority date very late i.e. last in line.

- The Red Ridge farm site is not readily accessible to any surface water irrigation water delivery system. There is no plan in evidence for delivering water from any likely sources.

- State water law specifically states that Rental Pool water cannot be portioned out if by doing so other users will be harmed. There can be no negative effects to existing irrigators in the system: shorting existing water rights is not allowed. (Water District 65, Rental Pool Procedures, Procedure 3.2)

- Augmentation flows for fish passage:

In drought situations, where certain water basins cannot meet their "fish flow augmentation quotas." The Bureau of Reclamation can ask other basins to make up the shortfall. As Eastern Idaho basins have regularly been short on water, it has fallen to the Payette River basin to often help make up the difference. This situation could reduce the quantity of rental water available in our district.

IDWR studies of Flow Augmentation for the 1999 Comprehensive Plan for the Payette Basin concluded that there was not enough water in the basin for consistent flow augmentation.

VSWCD feels there is not enough information to approve the concept plan for the proposed Red Ridge Development. The risk to water quality and quantity for current water users is significant.

Thank you once again for your support.
Sincerely,

Valley Soil & Water Conservation District Board of Supervisors,

Art Troutner, Chairman
Bill Leaf, Vice Chairman
Colt Brown, Secretary
John Lillehaug, Treasurer
Judy Anderson, Supervisor
Lenard Long, Associate Supervisor
Pam Pace, Associate Supervisor
Approved November 5, 2026 Board meeting, with all in favor

Outlook

## Re: PUD 26-001 Red Ridge Village Concept

**From** Mara Hlawatschek <mhlawatschek@valleycountyid.gov>
**Date** Wed 9/30/2026 10:40 AM
**To** Lori Hunter <lhunter@valleycountyid.gov>

1 attachment (890 KB)
Fw_ Red Ridge Village Concept Plan.zip;

These were the updates DFD sent me for the update for the WUI plan that were not posted with the last draft?

**Mara Hlawatschek**
Wildfire Mitigation Program Director
Cell: 208-817-1103
Office: 208-382-7145 ext: 1404
219 N. Main Street | P.O. Box 1350
Cascade, ID 83611
mhlawatschek@co.valley.id.us

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**From:** Lori Hunter <lhunter@valleycountyid.gov>
**Sent:** Monday, September 21, 2026 8:48 AM
**To:** Mara Hlawatschek <mhlawatschek@valleycountyid.gov>; Cynda Herrick <cherrick@valleycountyid.gov>
**Subject:** Re: PUD 26-001 Red Ridge Village Concept

Mara - can you please resend the attachment you mentioned in your below email.....

Lori

---

**From:** Lori Hunter <lhunter@valleycountyid.gov>
**Sent:** Monday, September 14, 2026 12:06 PM
**To:** Mara Hlawatschek <mhlawatschek@valleycountyid.gov>; Cynda Herrick <cherrick@valleycountyid.gov>
**Subject:** Re: PUD 26-001 Red Ridge Village Concept

Mara - I don't see the attachment...

Lori Hunter
Valley County Planning & Zoning Planner II
208-382-7115
700 South Main Street • P.O. Box 1350
Cascade, ID 83611

**From:** Mara Hlawatschek <mhlawatschek@valleycountyid.gov>
**Sent:** Monday, September 14, 2026 11:16 AM
**To:** Cynda Herrick <cherrick@valleycountyid.gov>
**Cc:** Lori Hunter <lhunter@valleycountyid.gov>
**Subject:** Re: PUD 26-001 Red Ridge Village Concept

Hi,

I am wanting to follow up as I have gone onto the website for the WUI fire plan to see what was submitted and I have noticed it did not have the maps and treatments they submitted me.. So, I am concerned that my last comment may not reflect what they have on record?

You can see what they sent myself and the FD in the attached folder labled fw_red Ridge Village Concept Plan. This is what is not the on the website?

**Mara Hlawatschek**
Wildfire Mitigation Program Director
Cell: 208-817-1103
Office: 208-382-7145 ext: 1404
219 N. Main Street | P.O. Box 1350
Cascade, ID 83611
mhlawatschek@co.valley.id.us

---

**From:** Mara Hlawatschek <mhlawatschek@valleycountyid.gov>
**Sent:** Wednesday, August 19, 2026 9:46 AM
**To:** Cynda Herrick <cherrick@valleycountyid.gov>; Christine Richman <crichman@gsbsconsulting.com>
**Cc:** Lori Hunter <lhunter@valleycountyid.gov>; ryan@mccallfire.com <ryan@mccallfire.com>; Mike Bertrand <mike@mccallfire.com>; Andrew Schaffran <andrew@mccallfire.com>
**Subject:** Re: PUD 26-001 Red Ridge Village Concept

Please see Wildfire Mitigation Department Comments above for revision on WUI plan

Thank you!

**Mara Hlawatschek**
Wildfire Mitigation Program Director
Cell: 208-817-1103
Office: 208-382-7145 ext: 1404
219 N. Main Street | P.O. Box 1350
Cascade, ID 83611
mhlawatschek@co.valley.id.us

---

**From:** Cynda Herrick <cherrick@valleycountyid.gov>
**Sent:** Tuesday, August 18, 2026 9:00 AM
**To:** Mara Hlawatschek <mhlawatschek@valleycountyid.gov>; Christine Richman <crichman@gsbsconsulting.com>
**Cc:** Lori Hunter <lhunter@valleycountyid.gov>; ryan@mccallfire.com <ryan@mccallfire.com>; Mike Bertrand

<mike@mccallfire.com>; Andrew Schaffran <andrew@mccallfire.com>
**Subject:** Re: PUD 26-001 Red Ridge Village Concept

Hello Mara,

The most recent submittal will be the current plan. As we move through processing applications and plans are changed to address concerns of service providers, we update the current plan.

New comments are welcome.

Cynda Herrick, AICP, CFM
Valley County
Planning and Zoning Director
Floodplain Coordinator
PO Box 1350
Cascade, ID 83611
(208)382-7116

"Live simply, love generously, care deeply, speak kindly, and leave the rest...."

*Service Transparent Accountable Responsive*

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**From:** Mara Hlawatschek <mhlawatschek@valleycountyid.gov>
**Sent:** Tuesday, August 18, 2026 8:49 AM
**To:** Cynda Herrick <cherrick@valleycountyid.gov>
**Cc:** Lori Hunter <lhunter@valleycountyid.gov>; ryan@mccallfire.com <ryan@mccallfire.com>; Mike Bertrand <mike@mccallfire.com>; Andrew Schaffran <andrew@mccallfire.com>
**Subject:** Fw: PUD 26-001 Red Ridge Village Concept

Good morning,

I had a specific question regarding the Red Ridge Subdivision Fire Plan.

The one posed online is the original WUI plan. I commented on the original plan, see Red Ridge comments attachment. The fire Department and I met with DFD after the meeting and they provided additional treatment see FW_ Red Ridge Concept.

My question is, I want my comment to accurately describe which plan the developer is turning in, and if it is only the first one online then my comments stay the same. If they have updated then I will follow up with another comment.

Thank you, and please let me know which one will be the official record.

**Mara Hlawatschek**
Wildfire Mitigation Program Director
Cell: 208-817-1103
Office: 208-382-7145 ext: 1404
219 N. Main Street | P.O. Box 1350
Cascade, ID 83611
mhlawatschek@co.valley.id.us

**From:** Lori Hunter <lhunter@valleycountyid.gov>
**Sent:** Wednesday, July 22, 2026 12:08 PM
**To:** Steve Hull <steve@cascaderuralfire.com>; juan.bonilla@donnellyfire.net <juan.bonilla@donnellyfire.net>; Donnelly Fire Marshal <firemarshal@donnellyfire.net>; Ryan Garber <ryan@mccallfire.com>; amanda@mccallfire.com <amanda@mccallfire.com>; treinhardt@cmchd.org <treinhardt@cmchd.org>; Janice Van Winkle <clerk@cascadeid.us>; Brandee Nitzel <deputyclerk@cascadeid.us>; mayor <mayor@cascadeid.us>; Lori Clemens <lclemens@cityofdonnelly.org>; bwagner@mccall.id.us <bwagner@mccall.id.us>; mgroenevelt@mccall.id.us <mgroenevelt@mccall.id.us>; mtodd@mccall.id.us <mtodd@mccall.id.us>; Rachel Santiago-Govier <rsantiago-govier@mccall.id.us>; yterleth@mccall.id.us <yterleth@mccall.id.us>; Emily Hart <ehart@mccall.id.us>; Addresses - Payette Lakes Rec. Sewer Water District <info@plrwsd.org>; Idaho - DEQ (noticing) <bro.admin@deq.idaho.gov>; IDFG - Brandon Flack <Brandon.Flack@idfg.idaho.gov>; IDFG - Regan Berkley <regan.berkley@idfg.idaho.gov>; IDFG - Fisheries - Jordan <jordan.messner@idfg.idaho.gov>; samuel.jolly@idfg.idaho.gov <samuel.jolly@idfg.idaho.gov>; Dustin.Masin@idfg.idaho.gov <Dustin.Masin@idfg.idaho.gov>; Scott Corkill <scorkill@idl.idaho.gov>; file@idwr.idaho.gov <file@idwr.idaho.gov>; ITD Development Services <D3Development.Services@itd.idaho.gov>; Idaho Power - Easement Specialist <easements@idahopower.com>; arobins@idahopower.com <arobins@idahopower.com>; Neil Shippy <neil@waterdistrict65.com>; North Lake Sewer & Water <nlsewer@northlakesewerwater.com>; NLRSWD Travis Pryor <travis@northlakesewerwater.com>; Brian Dickens <bdickens@icsinusa.com>; cenww-rd-boi-cen@usace.army.mil <cenww-rd-boi-cen@usace.army.mil>; admin@wcmedc.org <admin@wcmedc.org>; Sue Leeper <sleeper@valleycountyid.gov>; Cody Janson <cjanson@parametrix.com>; Paul Ashton <pashton@parametrix.com>; Brian Oakey <boakey@valleycountyid.gov>; Dave Bingaman <dbingaman@valleycountyid.gov>; John T. Stevenson <jstevenson@valleycountyid.gov>; Roman Drake <rdrake@valleycountyid.gov>; Kerstin Dettrich <KDettrich@valleycountyid.gov>; Jeff Mcfadden <jmcfadden@valleycountyid.gov>; Kevin Copperi <kcopperi@valleycountyid.gov>; Mara Hlawatschek <mhlawatschek@valleycountyid.gov>; idaho@backcountryhunters.org <idaho@backcountryhunters.org>; arman@backcountryhunters.org <arman@backcountryhunters.org>; Meredith Fisher <mfisher@co.adams.id.us>; dward@co.adams.id.us <dward@co.adams.id.us>; jiveson@co.adams.id.us <jiveson@co.adams.id.us>; vpurdy@co.adams.id.us <vpurdy@co.adams.id.us>; abalderson@co.adams.id.us <abalderson@co.adams.id.us>; sward@co.adams.id.us <sward@co.adams.id.us>; ehapps@cdh.idaho.gov <ehapps@cdh.idaho.gov>; Brent Copes @ CDH <BCopes@cdh.idaho.gov>; Durena Farr <durena.farr@id.nacdnet.net>; Art Troutner <atroutner@hotmail.com>; Bill Leaf <leaf.ranch@me.com>; John Lillehaug <john@allaboutforestry.com>; Colt Brown <coltbrown@outlook.com>; Judith Anderson <shaver.anderson@gmail.com>; Brett Shepherd <donnellypathways@gmail.com>; Andy Olavarria <aolava1101@gmail.com>; Steve Stuebner <steve.stuebner@gmail.com>; metracey2@gmail.com <metracey2@gmail.com>; kwolf@mccall.id.us <kwolf@mccall.id.us>; jrkmllc@gmail.com <jrkmllc@gmail.com>; treinhardt@cmchd.org <treinhardt@cmchd.org>
**Subject:** Fw: PUD 26-001 Red Ridge Village Concept

**PUD 26-001 Red Ridge Village Concept**

Please read, distribute, and comment on the attached public hearing notice. Relevant maps, site plans, etc., are attached. More information, including applications and staff reports, will be available at https://www.co.valley.id.us/departments/PlanningZoning/RedRidgeVillage

Send comments to: cherrick@valleycountyid.gov
OR Valley County PZ, PO Box 1350, Cascade, ID 83611

Comments received by August 19, 2026, will be added to the staff report.

Lori Hunter
Valley County Planning & Zoning Planner II
208-382-7115
700 South Main Street • P.O. Box 1350
Cascade, ID 83611

**S***ervice* **T***ransparent* **A***ccountable* **R***esponsive*

GSBS CONSULTING

March 16, 2026

Mara Hlawatschek
Valley County Wildfire Mitigation
VIA Email

RE: Red Ridge Village Concept Plan

Dear Mara:

Thank you for the comments you submitted to the Valley County Planning Commission in response to DF Development's (DFD) Red Ridge Village Concept Plan application. DFD looks forward to working with you as consideration and implementation of the concept moves forward. In anticipation of our next meeting with the Valley County Planning Commission scheduled for March 31, 2026, we are providing the attached responses to your comments.

Thank you again for your written comments and your time and input as we move forward.

Sincerely,

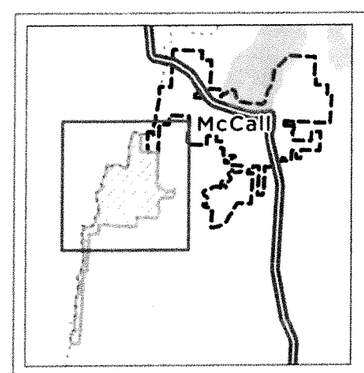
Christine C. Richman

Christine Richman, AICP
Director of Planning

CC: Cynda Herrick
Jerry Holenbeck
Garrett de Jong
Hallie Adams

# Red Ridge Village Concept Applicant Reponses to Agency Comments

| Commenting Agency | Comment | Applicant Response |
|---|---|---|
| Valley County Wildfire Mitigation | The Subdivision WUI Subdivision Fire Protection Plan may be updated and submitted for each of development or submitted as a single comprehenisve plan. | The application for each phase of the Red Ridge Village Concept Plan will be accompanied by a Subdivision WUI Fire Protection Plan that specifies the mitigation actions required and is consistent with the development-wide WUI Fire Protection Plan. |
| Valley County Wildfire Mitigation | At a minimum the plan shall identify the location and which phase the specific treatments that were described in the preliminary plat WUI Subdivision Fire Protection Plan including:<br>a. Perimeter buffer treatements and shaded fuel breaks, including the full extent of proposed 100-foot fuel breaks around the project boundary and development areas;<br>b. Internal road shaded fuel breaks, including all road segments where fuel treatments extending approximately 35 feet from the roadway centerline will occur;<br>c. Driveway shaded fuel breaks, including all driveway segments where fuel treatements extending approximately 35 feet from the cetnerline will occur;<br>d. Ridgeline and control line treatements, including the specific segments of Red Ridge Road proposed to function as a primary wildfire control line; and<br>e. Stand-level vegetation treatment areas, including both commercial and non-commercial treatment areas. | A map illustrating the various treatment areas has been provided to Valley County Fire Mitigation and Valley County Planning. This map identifies the various areas discussed in the WUI Fire Protection Plan. Subsequent Subdivision WUI Fire Protection Plans for each phase will add detail to each of these areas. |
| Valley County Wildfire Mitigation | Respective Fire District should be consulted for water, access and commercial development requirements within the Subdivision WUI Fire Protection Plan. | DFD has consulted and will continue to coordinate with the respective fire districts. |
| Valley County Wildfire Mitigation | This approval is contingent upon the full implementation of all wildfire mitigation measures identified in the approved plan and verification through inspection that the work has been completed as stated in the plan. | Applicant will comply. |
| Valley County Wildfire Mitigation | Ongoing maintenance of defensible space, vegetation management and Firewise practices shall remain the responsibility of the property owner(s) and/or homeowners association as applicable. | DFD anticipates identifying the approprate tools to ensure ongoing wildfire mitigation and defensible space maintenance and vegetation maangemet in the CC&Rs and in the Development Agreement with Valley County to ensure ongoing compliance with the Development-wide and individual Subdiviaion WUI Fire Protection Plans. |




West Duffner Harvest

McCall

Copeland Harvest

West Duffner Harvest

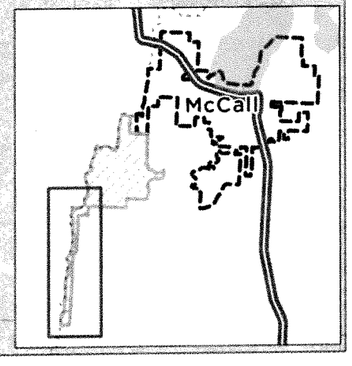
Duffner Harvest

West Mountain Road

Dike Corral Harvest

Dike Corral Harvest

East Dike Harvest




## LEGEND

- Application Area
- Previous Harvest / Management Area
- Internal Roadways as Firebreaks
- 100' Buffer Treatment Area
- Firewise® Designed Community
- Municipality
- McCall Impact Area
- County Boundary
- Valley Co Parcel Lines

0 0.15 0.3 Miles

N

## NOTES

1. THE PROJECT AREA FEATURES NUMEROUS ACTIVE HARVEST / MANAGEMENT SITES THAT HAVE BEEN MANAGED OVER THE PAST DECADE TO REDUCE FUEL LOADS.

2. THE PLAN UTILIZES INTERNAL ROADWAYS AS ESTABLISHED FIREBREAKS TO DISRUPT FIRE PATHWAYS AND PROVIDE DEFENSIBLE SPACE.

3. PROPOSED DEVELOPED AREAS ARE DESIGNATED AS FIREWISE® COMMUNITIES; INFRASTRUCTURE AND LANDSCAPING ARE BUILT ACCORDING TO WILDFIRE-RESISTANT PRINCIPLES TO MITIGATE RISK TO RESIDENTS.

4. THE MAP DELINEATES A 100' BUFFER ALONG BOUNDARIES, DESIGNED TO FUNCTION AS A STRATEGIC FUEL TREATMENT THAT DISRUPTS MODELED FIRE SPREAD.

# RED RIDGE VILLAGE PUD APPLICATION

**DF DEVELOPMENT**

FIGURE A.17. RED RIDGE VILLAGE DETAIL - VEGETATION TREATMENT PLANS

GSBS CONSULTING

March 16, 2026

Jerry Holenbeck
Fire Marshal
Donnelly Fire Department
Garrett de Jong
McCall Fire & EMS
VIA Email

RE: Red Ridge Village Concept Plan

Dear Jerry and Garrett:

Thank you for the comments you submitted to the Valley County Planning Commission in response to DF Development's (DFD) Red Ridge Village Concept Plan application. DFD looks forward to working with you as consideration and implementation of the concept moves forward. In anticipation of our next meeting with the Valley County Planning Commission scheduled for March 31, 2026, we are providing the attached responses to your comments.

Thank you again for your written comments and your time and input as we move forward.

Sincerely,

Christine C. Richman

Christine Richman, AICP
Director of Planning

CC: Cynda Herrick
Mara Hlawatschek
Hallie Adams

375 WEST 200 SOUTH STE 100
SALT LAKE CITY, UT 84101
P 801.521.8600

901 WEST VICKERY BLVD STE 100
FORT WORTH, TX 76104
P 817.589.1722

# Red Ridge Village Concept Applicant Reponses to Agency Comments

| Commenting Agency | Comment | Applicant Response |
|---|---|---|
| McCall Fire District, Donnelly Rural Fire Protection District | A pressurized fire hydrant system capable of delivering a minimum of 1,500 gallons per minute (GPM) for a duration of two (2) hours for one- and two-family dwellings, plus any additional calculated fire flow demand attributable to the development, shall be installed and operational prior to vertical construction of each phase (IFC Appendix B, 2018). | Red Ridge Village will comply with all applicable requirements for each phase of the development. Detailed plans and drawings will be submitted as part of the application and aprpoval process for each phase. |
| McCall Fire District, Donnelly Rural Fire Protection District | In one- and two-family residential areas fire hydrants shall be spaced no more than 500 fee apart, with a maximum distance of 250 feet from any point along road frontage to a hydrant, consistent with IFC Appendix C (2018). Hydrant spacing shall be reduced where required fire flow exceeds 1,750 GPM, pursuant to Appendix C, Table C102.1. | Red Ridge Village will comply with all applicable requirements for each phase of the development. Detailed plans and drawings will be submitted as part of the application and aprpoval process for each phase. |
| McCall Fire District, Donnelly Rural Fire Protection District | For commercial and multifamily buildings, the water system shall be capable of providing fire flow in accordance with IFC Section B105(2018). Reduced fire flow may be permitted for sprinklered buildings in accordance with IFC Table B105.2. | Red Ridge Village will comply with all applicable requirements for each phase of the development. Detailed plans and drawings will be submitted as part of the application and aprpoval process for each phase. |
| McCall Fire District, Donnelly Rural Fire Protection District | Site plans and commercial building plans for each phase shall be submitted to the Fire District for review and approval prior to issuance of building permits. This review shall address hydrant placement, any required automatic fire sprinkler system plans, automatic fire detection systems, fire department connections, potential dry standpipe locations, building and apparatus access, Knox Box locations, and any propane storage or distribution systems. | Red Ridge Village will comply with all applicable requirements for each phase of the development. Detailed plans and drawings will be submitted as part of the application and aprpoval process for each phase. |
| McCall Fire District, Donnelly Rural Fire Protection District | All fire apparatus access roads shall be construction to Valley County standards and shall provide an unobstructed width of not less than 20 feet, exclusive of shoulders, and an unobstructed vertical clearance of not less than 13 feet 6 inches, except where othewise permitted by the IFC (IFC Section D103.1 and 503.2.1, 2018). All fire apparatus roads and fire protection water supply infrastructure shall be installed, inspected approved, and operational prior to final plat recordation or commencement of vertical construction wtihin each phase of the development, in accordance with IFC Section 501.4(2018). Where a fire hydrant or draft site is located along a fire apparatus access road, the minimum unobstructed road width shall be 26 feet exclusive of shoulders (IFC Appendix D., Section D103.1). | The proposed road cross sections for all areas of Red Ridge Village comply with Valley County standards. Including a 70 foot ROW with 26 feet of paved service. |
| McCall Fire District, Donnelly Rural Fire Protection District | Fire apparatus access roads shall be designed, constructed, and maintained to support improsed loads of responding fire apparatus, with an all-weather surface capable of supporting a minimum 70,000-pound vehicle (IFC Section 503.2.3 and 503.7.8). | All roads will be constructed to Valley County standards including capacity and surface type. |

## Red Ridge Village Concept Applicant Reponses to Agency Comments

| Commenting Agency | Comment | Applicant Response |
|---|---|---|
| McCall Fire District, Donnelly Rural Fire Protection District | The review, comments, and approval of the Subdivision WUI Fire Protection Plan by the Valley County Wildfire Mitigation Director, including any required revisions or phase-specific updates, are incorporated herein by reference and made conditions of approval | Red Ridge Village will incorporate all required revisions and phase specific updates for each Subdivision WUI Fire Protection Plan. |
| McCall Fire District, Donnelly Rural Fire Protection District | All wildfire mitigation measures identified in the approved Subdivision WUI Fire Protection Plan shall be completed, inspected, and verified, or financially guaranteed as approved by Valley County prior to final plat recordation and/or issuance of building permits, as applicable to each phase of development. | Red Ridge Village will comply. |
| McCall Fire District, Donnelly Rural Fire Protection District | For phased development, no final plat approval or building permits shall be issued for any phase unless the wildfire mitigation measures required for that phase have been completed or financially guaranteed in accordance with the approved Subdivision WUI Fire Protection Plan and County determination. | Red Ridge Village will comply. |
| McCall Fire District, Donnelly Rural Fire Protection District | Development layout, lot configuration, and building envelopes shall be consistent with the approved Subdivision WUI Fire Protection Plan and shall incorporate measures to minimize structure-to-structure fire spread. | Red Ridge Village will comply. |
| McCall Fire District, Donnelly Rural Fire Protection District | Ongoing wildfire mitigation, defensible space maintenance, vegetation management, and Firewise practices shall be incorporated into the project's covenants, conditions, and restrictions (CCRs), shall run with the land, and shall be enforceable by Valley County and/or the applicable homeowners association. | DFD anticipates identifying the approprate tools to ensure ongoing wildfire mitigation and defensible space maintenance and vegetation maangemet in the CC&Rs and in the Development Agreement with Valley County to ensure ongoing compliance with the Development-wide and individual Subdiviaion WUI Fire Protection Plans. |
| McCall Fire District, Donnelly Rural Fire Protection District | Given the project's distance from existing facilities, scale, density, and WUI risk profile, maintaining adopted fire protection service objectives would require additional capital improvements, including construction of a fire station and acquisition of a Type 1 structural engine and a wildland fire engine. | DFD is aware of the capital and operational impacts of the Red Ridge Village Concept Plan and looks forward to identifying appropriate funding strategies to ensure structural and wildland fire protection. |
| McCall Fire District, Donnelly Rural Fire Protection District | Service to the proposed development would require a development agreement to identify required capital facilities, staffing needs, service levels, and lawful, proportionate funding mechanisms directly attributal to the project. | DFD is aware of the capital and operational impacts of the Red Ridge Village Concept Plan and looks forward to identifying appropriate funding strategies to ensure structural and wildland fire protection. |

Outlook

## FW: Class A Water Treatment -

**From** Valerie Greear <Valerie.Greear@deq.idaho.gov>
**Date** Thu 8/27/2026 3:20 PM
**To** Cynda Herrick <cherrick@valleycountyid.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Cynda, sorry I just noticed this bounced back because I got your email wrong.

**Valerie Greear, PE**
**Water Quality Engineering Manager**
Idaho Department of Environmental Quality
1445 N Orchard St, Boise, ID 83706
P: 208-373-0459
www.deq.idaho.gov

**From:** Valerie Greear
**Sent:** Thursday, August 27, 2026 1:28 PM
**To:** cherricks@valleycountyid.gov
**Cc:** Lance Holloway <Lance.Holloway@deq.idaho.gov>; Brent Copes <bcopes@cdh.idaho.gov>
**Subject:** RE: Class A Water Treatment -

Hi Cynda

Lance passed this on to me for response. While I can't answer the specific question to quantify the difference, I can answer how DEQ will regulate this, from the requirements before startup occurs through ongoing operation.

For some background:

- The groundwater standard for nitrate is 10 mg/L. There is no groundwater standard for phosphorus, but DEQ does still consider it during permitting.
- Class A total nitrogen levels are limited by rule to a maximum of 30 mg/L when used for irrigation, and 10 mg/L when used for groundwater recharge. There are no phosphorus limits on Class A water in rule.
- The Reuse Permit will take site the specific characteristics into consideration, and will place limits on the concentration and/or loading of both nitrogen and phosphorus in the Class A water.

During permitting, the developer will be required to model the impact their proposed use will have on groundwater quality. Modeling will use actual groundwater quality at the site, and the nitrogen and phosphorus levels anticipated in the Class A water. Typically, the developer must show that nitrate levels in groundwater will increase by no more than 1 mg/L, which is 10% of the standard. Phosphorus would similarly be modeled to show any potential impact.

Based on the modeling and other relevant site-specific factors, the Reuse Permit will place limits on how much nitrogen and phosphorus can be in the recycled water and applied to the land. These permit limits are partially

what will dictate the level of treatment the wastewater will receive, and ongoing monitoring by the permittee is required to show compliance. This likely includes ongoing groundwater monitoring requirements. If it is shown that the permittee is having an impact on groundwater quality, they may be required to change use, reduce loading, or take another action to reduce or eliminate future impacts.

I hope this helps – let me know if you have questions about this.

Thank you,
Valerie

**Valerie Greear, PE**
**Water Quality Engineering Manager**
Idaho Department of Environmental Quality
1445 N Orchard St, Boise, ID 83706
P: 208-373-0459
www.deq.idaho.gov

**From:** Cynda Herrick <cherrick@valleycountyid.gov>
**Sent:** Thursday, August 27, 2026 8:44 AM
**To:** Lance Holloway <Lance.Holloway@deq.idaho.gov>; Brent Copes <bcopes@cdh.idaho.gov>
**Subject:** Class A Water Treatment -

CAUTION: **This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.**

Hello,

Are you the one I should ask or is there another I should ask?

A P&Z commissioner would like to know, **"can you quantify the difference between ground water and Class A water levels of nitrate and phosphorus"**?

They are hoping to have an idea before the Red Ridge hearing tonight... Concern is even with a sewer plant that they say is Class A there will be discharge of nitrates and phosphorous into the system...versus the natural background levels.

???

Thanks, Cynda

Cynda Herrick, AICP, CFM
Valley County
Planning and Zoning Director
Floodplain Coordinator
PO Box 1350
Cascade, ID 83611
(208)382-7116

"Live simply, love generously, care deeply, speak kindly, and leave the rest...."

**From:** Douglas Miller <doug@mccallfire.com>
**Sent:** Monday, September 21, 2026 1:05 PM
**To:** Cynda Herrick <cherrick@valleycountyid.gov>
**Cc:** Josh Leonard <jleonard@clarkwardle.com>
**Subject:** Public Safety Plan Impact Agreement

Cynda,

I understand that you are out of the office until Wednesday and on behalf of McCall Fire Protection District and Valley Countywide EMS District I am attempting to determine if we (McCall Fire Protection District & Valley Countywide EMS District) should be present at the next Valley County Planning & Zoning Commission meeting scheduled for September 24, 2026, at 9:00 a.m. It is my understanding that the commission is not allowing any testimony at the next meeting but according to the agenda the "commissioners will compile information in the spreadsheet for impacts and mitigations."

We would like to report to them that we have a verbal agreement with DF Development **(Mr. Josh Leonard)** that the revised Public Safety Plan Impact Agreement has been approved between McCall Fire Protection District, Valley Countywide EMS District and DF Development. There is going to be a delay because the final draft agreement will need to be rerouted to each district for formal approval before the appropriate commissions and we will need to request that the Valley County Sheriff submit the document to the Valley County Board of Commissioners for signature. Upon completion of this, there are next steps that will be occurring, and I can provide our opinion on what those will be.

After formal Execution of said agreement:

1. **Each Party designating its primary representative, and any alternate, to the Steering Committee.**
2. **Designating the Participating Agency that will serve as Fiscal Administrator and establishing the Project Public Safety Study Fund.**
3. **Convening the Steering Committee and beginning the Consultant selection process, including endeavoring to obtain competitive proposals or bids from at least three potentially qualified Consultant candidates.**
4. **Jointly selecting the independent Consultant, with the Consultant ultimately being engaged only upon approval of all Parties.**
5. **Negotiating and approving the Professional Services Agreement, together with the detailed Work Plan, Study Budget, schedule, scope of services, and required Study Deliverables.**
6. **Establishing the initial Developer funding deposit under the approved Study Budget and having DF Development make that deposit into the Project Public Safety Study Fund before substantial professional services commence.**
7. **Following execution of the Professional Services Agreement, approval of the Work Plan, and receipt of the required initial funding deposit, conducting the Project Kickoff Meeting and commencing the Public Safety Impact Study.**

We should note that McCall Fire Protection District and Valley Countywide EMS District are presenting as uncommitted and not an opponent or proponent to the proposed development of Red Ridge Village.

Please let us know your thoughts.

Respectfully,

Douglas Miller
Director of Administration/Planning
201 Deinhard Lane
McCall, Idaho 83638
Cell: 208-469-0134