

June 29, 2020

To Valley County Planning and Zoning,

Attached is my CUP for the use of my home 52 Knob Hill, McCall, ID as a short- term rental.

This rental has been in successful operation since January 2016 with a maximum bed space of 48 people.

In the years of 2017-2019 we have averaged reservations for 153 days per year with an average of 25 guests/ reservation. The average stay is 3-4 nights.

Our property has been and will be managed by DoneRight Management.

With the new Valley County Zoning regulations we are requesting our rental continue by allowing a capacity of 36 people.

We celebrate the desire by Valley County to provide oversight and regulation in short-term rentals in Valley county. We will work to be very engaged in the recommendations and ongoing communication with Valley County Planning and Zoning.

*We are committed to having a residence that is safe for all guests.

*We will not allow tents or RV's to be used on the premises to go beyond the maximum capacity.

*We will not allow porta-potties on the premises for any events.

*We will not allow corporate events.

*Cars must be parked in designated parking areas.

*Will work to be in compliance with all CDH recommendations.

*We will work to address concerns with neighbors in both unique issues or any persistent concerns that linger.

Our application includes the following documents:

- 1) CUP Application
- 2) CUP Application Narrative and Impact Report
- 3) \$50 check
- 4) Pictures of property including parking space, snow storage, fire pit, dumpster location, and pictures of bedrooms.
- 5) Neighbor Letter sent for CUP Conversation
- 6) List of Neighbors within 300 feet of property
- 7) Valley County Weed Control Agreement
- 8) Sign posted throughout home regarding quiet hours and noise.
- 9) Fire Department Inspection Report
- 10) Knob Hill Rental Agreement

We look forward to working with you on this application.

Sincerely, Brent Peterson, bdpeterson@nnu.edu, 208-350-9739, Owner

Valley County Planning & Zoning Department

219 N. Main
PO Box 1350
Cascade, ID 83611
www.co.valley.id.us
Phone 208-382-7115
Fax 208-382-7119



Conditional Use Permit Application

TO BE COMPLETED BY THE PLANNING AND ZONING DEPARTMENT	
FILE # <u>CLUP 20-20</u>	FEE \$ <u>50-</u> <i>check #1770</i>
ACCEPTED BY _____	DEPOSIT \$ _____
CROSS REFERENCE FILE(S): _____	DATE <u>6-29-2020</u>
PROPOSED USE: <u>event venue</u>	

When an application has been submitted, it will be reviewed in order to determine compliance with application requirements. A hearing date will be scheduled only after an application has been accepted as complete or if applicant requests the hearing in writing.

Applicant's Signature: *But Pat* Date: 6/28/2020

The following must be completed and submitted with the conditional use permit application:

- ❖ A detailed project description disclosing the purpose, strategy, and time frame of construction. Include a phasing plan if appropriate.
- ❖ A plot plan, drawn to scale, showing the boundaries, dimensions, area of lot, existing and proposed utilities, streets, easements, parking, setbacks, and buildings.
- ❖ A landscaping plan, drawn to scale, showing elements such as trees, shrubs, ground covers, and vines. Include a plant list indicating the size, quantity, location and name (both botanical and common) of all plant material to be used.
- ❖ A site grading plan clearly showing the existing site topography and detailing the best management practices for surface water management, siltation, sedimentation, and blowing of dirt and debris caused by grading, excavation, open cuts, side slopes, and other site preparation and development.
- ❖ A lighting plan.
- ❖ Names and addresses of property owners within 300 feet of the property lines. Information can be obtained through the Assessor's Office. Only one copy of this list is required.
- ❖ Ten (10) copies of the application, project description, plot plan, landscaping plan, grading plan, and impact report are required.

We recommend you review the Valley County Codes online at www.co.valley.id.us/planning-zoning or at the Planning & Zoning Office at 219 North Main Street, Cascade, Idaho

Subject to Idaho Statute 55-22 Underground Facilities Damage Prevention.

APPLICANT BRENT PETERSON PHONE 208-350-9739

Owner Purchaser Lessee Renter

APPLICANT'S MAILING ADDRESS 11142 W SHAY PARK DR NAMPA, ID ZIP 83686

OWNER'S NAME BRENT PETERSON

OWNER'S MAILING ADDRESS 11142 W SHAY PARK DR NAMPA ID ZIP 83686

AGENT/REPRESENTATIVE _____ FAX _____ PHONE _____

AGENT/REPRESENTATIVE ADDRESS _____ ZIP _____

CONTACT PERSON (if different from above) _____

CONTACT'S ADDRESS _____ ZIP _____ PHONE _____

ADDRESS OF SUBJECT PROPERTY 52 KNOB HILL DR McCALL ID 83638

PROPERTY DESCRIPTION (either lot, block & subdivision name or attach a recorded deed with a metes and bounds description.)

KNOB HILL ESTATES SUB No 2. LOTS 344

TAX PARCEL NUMBER RPO0127000004A

Quarter _____ Section _____ Township _____ Range _____

1. PROPOSED USE: Residential Civic or Community Commercial Industrial

2. SIZE OF PROPERTY 5.731 Acres or Square Feet

3. EXISTING LAND USES AND STRUCTURES ON THE PROPERTY ARE AS FOLLOWS:

SINGLE FAMILY RESIDENCE AND RESIDENTIAL DETACHED GARAGE

4. ARE THERE ANY KNOWN HAZARDS ON OR NEAR THE PROPERTY (such as canals, hazardous material spills, soil or water contamination)? If so, describe and give location: NONE

5. ADJACENT PROPERTIES HAVE THE FOLLOWING BUILDING TYPES AND/OR USES:

North GARAGE AND BARN STRUCTURE WITH 23 ACRES IRRIGATED GRAZING ^{RURAL RESIDENTIAL}

South SINGLE FAMILY DWELLING IN RURAL RESIDENTIAL

East SINGE FAMILY DWELLINGS IN RURAL RESIDENTIAL

West "OTHER" AND EXEMPT LEGAL ACRES MCCALL DONNELLY BUS LOT ^{SCHOOL DISTRICT}

6. MAXIMUM PROPOSED STRUCTURE HEIGHT: EXISTING UNKNOWN BUT IN COMPLIANCE W/ 30.10 C.1

7a. NON-RESIDENTIAL STRUCTURES OR ADDITIONS (if applicable):

Number of Proposed Structures: 0 Number of Existing Structures: 1

Proposed Gross Square Feet

Existing Gross Square Feet

1st Floor _____

1st Floor ~~1000~~ 1200

2nd Floor _____

2nd Floor _____

Total _____

Total ~~1000~~ 1200

8a. TYPE OF RESIDENTIAL USE (If applicable):
Single family residence Mobile home for single family residence Multiple residences on one parcel

8b. SQUARE FOOTAGE OF PROPOSED RESIDENTIAL STRUCTURES (If applicable): N/A
SQUARE FOOTAGE OF EXISTING RESIDENTIAL STRUCTURES: 5928

8c. DENSITY OF DWELLING UNITS PER ACRE: 1 UNIT / 5.7 ACRE

9. SITE DESIGN:
Percentage of site devoted to building coverage: 2%
Percentage of site devoted to landscaping: 51%
Percentage of site devoted to roads or driveways: 17%
Percentage of site devoted to other uses: _____, describe:
Total: **100%**

10. PARKING (If applicable): **Office Use Only**
a. Handicapped spaces proposed: _____ Handicapped spaces required: _____
b. Parking spaces proposed: 30 TOTAL Parking spaces required: _____
c. Number of compact spaces proposed: _____ Number of compact spaces allowed: _____
d. Restricted parking spaces proposed: _____
e. Are you proposing off-site parking: NO

11. SETBACKS:	<u>BUILDING</u>	<u>Office Use Only</u>	<u>PARKING</u>	<u>Office Use Only</u>
	Proposed	Required	Proposed	Required
Front	<u>N/A</u>	_____	<u>N/A</u>	_____
Rear	_____	_____	_____	_____
Side	_____	_____	_____	_____
Street Side	_____	_____	_____	_____

12a. NUMBER OF EXISTING ROADS: _____ Width: _____ Private or Public? _____
Are the existing road surfaces paved or graveled? _____

12b. NUMBER OF PROPOSED ROADS: _____ Proposed width: _____
Will the proposed roads be publicly or privately maintained? _____
Proposed road construction: Gravel Paved

13a. EXISTING UTILITIES ON THE PROPERTY ARE AS FOLLOWS: WELL
ELECTRICITY, TELEPHONE - INTERNET, WATER SUPPLY, SEWAGE DISPOSAL - SEPTIC,
NATURAL GAS FROM TANKS - LPG

13b. PROPOSED UTILITIES: N/A
Proposed utility easement width _____ Location _____

14a. SEWAGE WASTE DISPOSAL METHOD: Septic Central Sewage Treatment Facility

14b. POTABLE WATER SOURCE: Public Water Association Individual
If individual, has a test well been drilled? _____ Depth _____ Flow _____ Purity Verified? _____
Nearest adjacent well _____ Depth _____ Flow _____

15. ARE THERE ANY EXISTING IRRIGATION SYSTEMS? YES - WATERING LAWN AND FLOWERS
 Are you proposing any alterations, improvements, extensions or new construction? No
 If yes, Explain: _____

16. DRAINAGE (Proposed method of on-site retention): _____
 Any special drains? _____ (Please attach map)
 Soil type (Information can be obtained from the Soil Conservation District): _____
- 17a. IS ANY PORTION OF THE PROPERTY LOCATED IN A FLOODWAY OR 100-YR FLOODPLAIN?
 (Information can be obtained from the Planning & Zoning Office) No
- 17b. DOES ANY PORTION OF THIS PARCEL HAVE SLOPES IN EXCESS OF 15%? No
- 17c. ARE THERE WETLANDS LOCATED ON ANY PORTION OF THE PROPERTY? No
18. IS THERE ANY SITE GRADING OR PREPARATION PROPOSED? _____ If yes, Explain:

19. COMPLETE ATTACHED PLAN FOR IRRIGATION if you have water rights and are in an irrigation district.
20. COMPLETE ATTACHED WEED CONTROL AGREEMENT
21. COMPLETE ATTACHED IMPACT REPORT. It must address potential environmental, economic, and social impacts and how these impacts are to be minimized.

Applicant: Brent Peterson for Mt. View Properties LLC.

Representatives: Brent Peterson

Application: Conditional Use Permit for short term rental of a residential property with an advertised maximum occupancy of thirty-six (36) individuals.

Location: KNOB HILL ESTATES NO.2 LOTS 3 & 4

Property Address: 52 Knob Hill Dr. McCall, Idaho 83638

Public Notices: Mailing: The Neighborhood Meeting was mailed by the applicant to the property owners within 300 feet on June 9, 2020. Neighborhood Meeting happened on June 25th, 2020, 6pm. One couple from same household was present. They were able to discuss some areas of concern. Those are addressed below. Also contact information for Property Management Company and owner was received in the hopes of better lines of communication going forward.

Procedural History: The applicant had several helpful phone calls and emails with Cynda Herrick and Lori Hunter at the Valley County Planning and Zoning Dept.

Zoning: Rural Residential R8 – Medium Density Residential
*See also Idaho Statute 67-6539 “A short-term rental or vacation rental shall be classified as a residential land use for zoning subject to all zoning requirements applied there unto.”
*This will alter some required expectations from McCall Fire Department on their June 2020 Inspection.

Property Size: 5.731 acres

Lot Coverage: The existing lot coverage is not provided in the application materials and is unknown. However, no additional structures, patios, pathways, driveways, or parking areas are proposed. Therefore, there is no change to the existing lot coverage.

Building Height: The height of the existing building is not provided by the applicant and is unknown. However, no changes are proposed to the existing structures. Therefore, the height of the building is not affected by the proposed Conditional Use Permit.

Setbacks: The distance of existing setbacks is not provided by the applicant and it is unknown. However, no changes are proposed to the existing structures.

Therefore, the setbacks of the building on the property are unaffected by the proposed Conditional Use Permit.

Stormwater Plan: The stormwater plan is not provided by the applicant and it is unknown. However, no changes are proposed to the existing structures. Therefore, the stormwater plan on the property is unaffected by the proposed Conditional Use Permit.

Exterior Lighting: The exterior lighting plan is not provided by the applicant and it is unknown. However, no changes are proposed to the existing structures. Therefore, the exterior lighting plan of the building on the property is unaffected by the proposed Conditional Use Permit.

Landscaping Plan: The landscaping plan is not provided by the applicant and it is unknown. However, no changes are proposed to the existing structures. Therefore, the landscaping plan of the building on the property are unaffected by the proposed Conditional Use Permit.

Site Design:

A) Building Coverage 5000 Sq. Feet	=2%
i) Residence (100' x 40') + (35 x 20)= 4700 sq. feet	
ii) Detached Garage is 60' x 50' = 3000 sq. feet	
B) Landscaping= 203,250 sq. feet	= 81%
C) Driveway for Residence and Det. Garage= 46,750 sq. ft. 18	=17%

Parking Spaces: Provided / Existing: The application states that onsite parking is provided for up to 30 vehicles.
According to code 3.03.04 c.4A parking spaces are required to be 8'6 x 18 for pull in spaces, and 8'6 x22' for parallel spots and 10' x 24' for recreational vehicles.
In Parking Area A-15 parallel spots
In Parking Area B -7 pull in spots and 4 parallel spots.
In Parking Area C-4 Recreational vehicle spots, or 5 pull in spots.

Snow Storage: Provided / Existing: The applicant states that onsite snow storage has been in effect and available to store snow required to keep the parking areas clear of snow. See map designated Snow

Management: DoneRight Management, LLC. Provides a rental agreement with guests (see attached document) that stipulates rules and regulations that they must read, and apply their initials that they understand and will follow the guidelines set with-in the agreement. Violations can invoke termination of the agreement and immediate expulsion from the premises without a refund. The agreement has been submitted.

Fire Dept. Inspection: 52 Knob Hill was inspected by the McCall Fire Department on June 23, 2020. See Report in addendums.

It is our opinion that the Fire Chief's suggestion that this property is now R-1 and not residential goes against the Idaho Statute 67-6539. That statute specifically notes that short term rentals are still to be zoned as residential and the short-term rental does not change their designation. With that opinion we do plan to follow the recommendations listed in the inspection.

- 1) Explore the possibility of repairing or turning back on the Interconnected Smoke detector system OR installing smoke detectors in the three bedrooms upstairs. Currently there is a detector in the hallway that connects all three bedrooms.
- 2) We will inspect the egress door in the basement that could not be opened and resolve.
- 3) We will make sure the egress door in the master bedroom is also maintained and can be operated safely.
- 4) We will confirm that the Valley County Contractor did the necessary permit work on the bedroom next to the garage.
- 5) We will move all firewood outside the building structure.
- 6) We will install sheetrock in the recommended areas of the dumbwaiters.
- 7) We will install a combustible gas detector near the water heaters and on the main level of the home.
- 8) We will create some barrier so that the LPG grill cannot come within 24" of the home.
- 9) We will cap off the unused LPG quick connect connection. In the past we had two LPG grills and thus both were used. We went to a bigger grill and now only use one quick connect.
- 10) We will make sure there is a 2-A Fire Extinguisher on each level of the home and close to the grill. We currently have our 2-A Fire Extinguisher serviced annually and will add that service to the additional fire extinguishers.
- 11) We will install a snow shield on the second stage regulator.
- 12) The fuel-burning furnace has been disconnected.
- 13) We will explore the second stage regulator's proximity to the LPG chimney vent and seek appropriate distance.
- 14) We will make sure all electrical outlets have covers, including the LPG stove in basement and for dryer in kitchen.
- 15) We have included the parking plan so that emergency vehicles can always access the property.

Septic System:

The Owner has worked to connect with Tom White, the Valley County CDH Agent. The Owner called and left a message with Mr. White and that phone call was returned several days later. As a follow-up to that conversation the owner emailed Tom with paperwork on the specific Septic System installation at 52 Knob Hill and original permit on June 12. Upon not hearing any response the owner emailed Mr. White again on June 22nd. It is likely with the COVID 19 epidemic Mr. White is extremely busy. I am awaiting to hear about Tom's recommendations.

52 Knob Hill Septic System: (I am happy to provide Septic Paperwork including CDH Inspection certificate)

52 Knob Hill: 1500-gallon Tank

As noted above this rental has averaged 25 persons on site 41% of the time. That equates to about 10.25 people with full-time residency. In the research I found (see chart below) 10 people living with a 1500-gallon tank would require the tank to be emptied every 1.3 years according to that resource below. We are very happy to have our system inspected and to provide Valley county in our annual application an updated guest numbers for each year. Having listed the home at 48 persons for 3.5 years we have not had any issues with the septic. Again, we are very happy to respond to the recommendations of the CDH.

Household Size (number of people)

Tank Size	1	2	3	4	5	6	7	8	9	10
500	5.8	2.6	1.5	1.0	0.7	0.4	0.3	0.1		
750	9.1	4.2	2.6	1.8	1.3	1.0	0.7	0.6	0.4	0.3
1,000	12.4	5.9	3.7	2.6	2.0	1.5	1.2	1.0	0.8	0.7
1,250		7.5	4.8	3.4	2.6	2.0	1.7	1.4	1.2	1.0
1,500		9.1	5.9	4.2	3.1	2.6	2.1	1.8	1.5	1.3
1,750			6.5	5.0	3.9	3.1	2.6	2.0	1.9	1.6

<https://www.vdwww.com/faqs/standard-septic-system/>

IMPACT REPORT (from Valley County Code 9-5-3-D)

You may add information to the blanks below or attach additional sheets.

√ An impact report shall be required for all proposed Conditional Uses.

√ The impact report shall address potential environmental, economic, and social impacts and how these impacts are to be minimized as follows:

1. Traffic volume, character, and patterns including adequacy of existing or proposed street width, surfacing, alignment, gradient, and traffic control features or devices, and maintenance. Contrast existing with the changes the proposal will bring during construction and after completion, buildout, or full occupancy of the proposed development. Include pedestrian, bicycle, auto, and truck traffic.

From 2017-2019 our vacation rental has been used on average 153 days per year. (41% of the year). Those rentals have averaged 25 guests per stay. We estimate that is an average of about 5-9 cars per rental. Averaging 8 cars using the property 41% of the year would equal about 3 cars using the property throughout the entire year, which is the expected use. With that we recognize when larger groups arrive there are more cars traveling on Knob Hill Rd. See our parking area on the map in areas A, B, and C where we have 30 spaces, which is more than adequate. We were aware of one incident where we there had been a significant snow in McCall and guests could not make it up the driveway. They had filled up lot C, in front of our Shop and some had just parked of Knob Hill rd., which is a county toad. We worked to quickly plow the driveway. However, we will remind winter guests that parking on Knob Hill rd. is not an option. We also learned in our neighbor meeting as part of our CUP process that too many of these drivers are traveling too quickly on Knob Hill rd.. We will put in our rental instructions a reminder to drive safely on Knob Hill.

2. Provision for the mitigation of impacts on housing affordability.

This short-term vacation rental has allowed larger family and friends to gather at an affordable price that has encouraged them to come to Valley County.

3. Noise and vibration levels that exist and compare to those that will be added during construction, normal activities, and special activities. Include indoor and outdoor, day and night variations.

The applicant shall maintain quiet hours from 10 PM to 8 AM on the subject property, including posting of these times prominently on the property, inclusion of these hours in rental agreements to be signed by each renter, and provisions to all neighbors within 300 feet direct contact information for property management to which concerns can be addressed. (See Picture of the quiet time sign that is posted in 5 places at the house (upstairs front door,

laundry room door to porch and family room door to porch; downstairs on the two east facing doors that head outside.)

In our CUP neighbor meeting the concern was raised about sound levels being a problem not so much during the 10pm-8am quiet time, but during the day. One of the challenges is that the vacation rental sits on top of a bluff that looks eastward to Jug mountain over a valley. A neighbor who lives south east of the property was concerned that even noise during the day is not desirable. While we have strong postings prohibiting outside music, this issue is harder to resolve since we do not feel it necessary for our guests to be silent during the day. We will work with neighbors about some possible strategies.

4. Heat and glare that exist and that might be introduced from all possible sources such as autos in parking areas, outdoor lights, water or glass surfaces, buildings or outdoor activities.

As noted in question 1, in light of an average annual use, there is nothing extraordinary about the vacation rental use for heat and glare.

5. Particulate emissions to the air including smoke, dust, chemicals, gasses, or fumes, etc., both existing and what may be added by the proposed uses.

Nothing was added to the property that adds any particulate emissions. The home was built with a fireplace and firepit. While the firepit is used occasionally in the summer, the fireplace use in the winter is less than if there was an occupant living full-time in the residence.

6. Water demand, discharge, supply source, and disposal method for potable uses, domestic uses, and fire protection. Identify existing surface water drainage, wet lands, flood prone areas and potential changes. Identify existing ground water and surface water quality and potential changes due to this proposal.

The property has a well and it has worked very well in the 3.5 years of vacation rental.

7. Fire, explosion, and other hazards existing and proposed. Identify how activities on neighboring property may affect the proposed use.

There is a fire pit to the east of the deck stairs. This is not used frequently and within 20 feet is a hose and spicket for putting out any fire in the pit.

8. Removal of existing vegetation or effects thereon including disturbance of wet lands, general stability of soils, slopes, and embankments and the potential for sedimentation of disturbed soils.

N/A

9. Include practices that will be used to stabilize soils and restore or replace vegetation.

We have maintained the landscaping as it was established by previous owners.

10. Soil characteristics and potential problems in regard to slope stability, embankments, building foundation, utility and road construction. Include suitability for supporting proposed landscaping.

No changes have been made to existing landscape.

11. Site grading or improvements including cuts and fills, drainage courses and impoundments, sound and sight buffers, landscaping, fencing, utilities, and open areas.

No changes have been made to property. One issue raised at the CUP neighbor meeting concerns the dumpster that is leased from Lake Shore Disposal/Waste Connections. See map for the location in the summer (DS) on the driveway and in the winter (DW). Lake Shore is not able to traverse the driveway in the winter so they move it north to the shop parking lot. The neighbors were concerned that both locations, but especially in the winter, are aesthetically not pleasing. As a show of good faith, we will work with Lake Shore and neighbors specifically about constructing some type of fencing that would surround the dumpster.

12. Visibility from public roads, adjoining property, and buildings. Include what will be done to reduce visibility of all parts of the proposal but especially cuts and fills and buildings. Include the effect of shadows from new features on neighboring property.

No changes have been made to the property.

13. Reasons for selecting the particular location including topographic, geographic and similar features, historic, adjoining land ownership or use, access to public lands, recreation, utilities, streets, etc., in order to illustrate compatibility with and opportunities presented by existing land uses or character.

This vacation rental is a large property and residence to allow for gatherings of family and friends who can all stay safely under one roof. No changes have been made to the exterior of residence.

14. Approximation of increased revenue from change in property tax assessment, new jobs available to local residents, and increased local expenditures.

This property has provided a number of jobs and work for valley county residents and businesses. The ongoing maintenance of this property from cleaning, to yard maintenance, to

snow removal equates to one, ¾ to a full-time work position for valley county residents. This home is unique in that it allows larger families and friends to gather. There are very few properties available to persons like this in Valley County. In several cases it is this property that encouraged guests to choose to come to Valley County for fun and recreation. It is estimated that each guest spends approximately \$50-\$100 per day while on vacation. That said the rental has brought a minimum of \$1,003,250 to the Valley County economy in the span of 2017-2019.

Since the beginning of using this as a vacation rental in January 2016, according to Zillow, all homes within our 300-foot radius have increased significantly in value.

65 Knob Hill Drive +46%/ 59 Knob Hill +40%/ 42 Knob Hill +49%/ 45 Knob Hill +55%

It is noteworthy that using this home as a rental has not offered any negative financial impact upon adjacent properties value.

15. Approximation of costs for additional public services, facilities, and other economic impacts.

This home uses its own water and septic. It does rely upon Lake Shore Disposal/Waste Connections to pick up refuse.

16. State how the proposed development will impact existing developments providing the same or similar products or services.

This larger vacation rental has filled a void for the Valley County Tourism offerings. At our CUP neighbor meeting this was also a concern that was raised. A neighbor shared that they are not pleased a vacation rental is here on this street and in this area. While we recognize that neighbors are not thrilled at the use of this residence as a rental, we remain committed to working with neighbors to address concerns and deal with unique and regularly occurring issues.

17. State what natural resources or materials are available at or near the site that will be used in a process to produce a product and the impacts resulting from the depletion of the resource. Describe the process in detail and describe the impacts of each part.

N/A

18. What will be the impacts of a project abandoned at partial completion?

N/A

19. Number of residential dwelling units, other buildings and building sites, and square footage or gross non-residential floor space to be available.

On the property there is one residence at 6000 square feet and a shop that is

approximately 1200 square feet with parking overhangs totally 3000 square feet. All these buildings have been present since the home was built.

20. Stages of development in geographic terms and proposed construction time schedule.

N/A

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.

This home is available for short-term rentals throughout the year, when not being used by the owners and their guests. The rental price starts at \$675/ night during the Spring and Fall and is higher during Summer (July-August) and Winter (Christmas to Mid-February)

52 Knob Hill Dr.

5.731 Acres

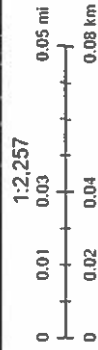


Assessor's Map & Parcel Viewer



6/23/2020, 8:43:28 PM

Valley County Boundary



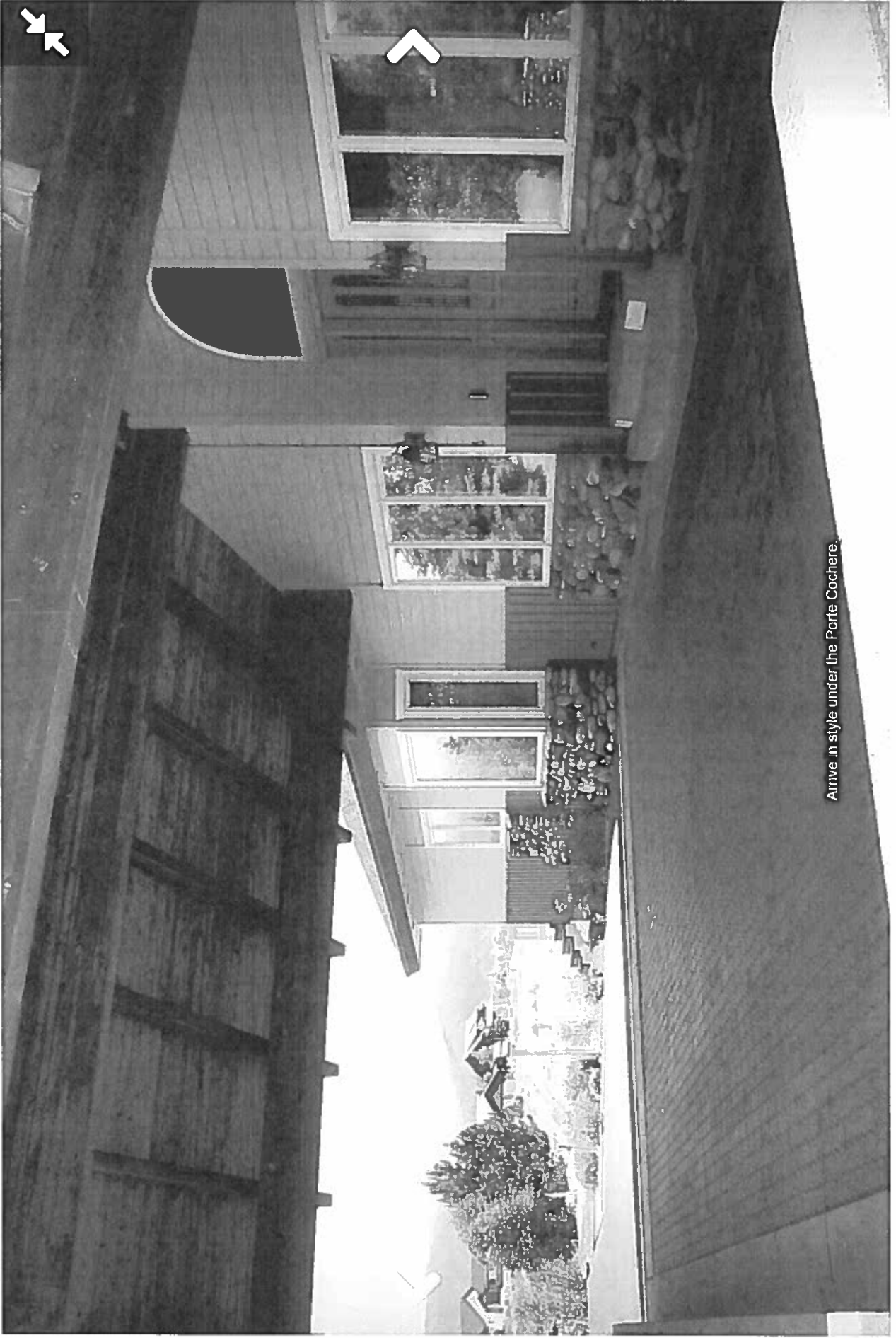
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Parking: 30 Spaces Total

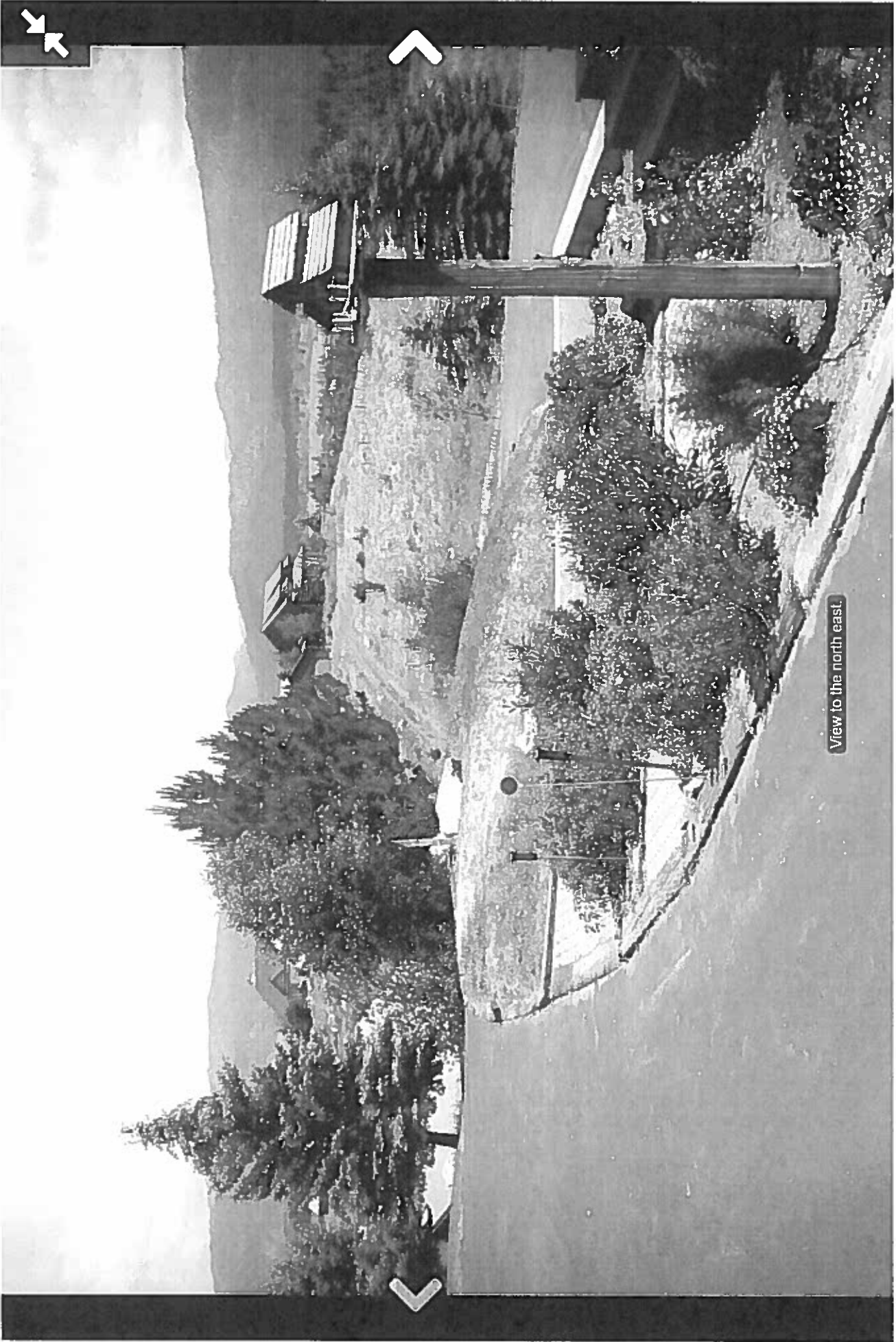
Lot A: 15 Parallel Spots Lot B: 7 Pull-in spots and 4 Parallel spots Lot C: 4 Rec. Vehicles or 5 pull in spots

X is no parking / Snow Storage Locations / DS-dumpster location in summer DW-location in winter





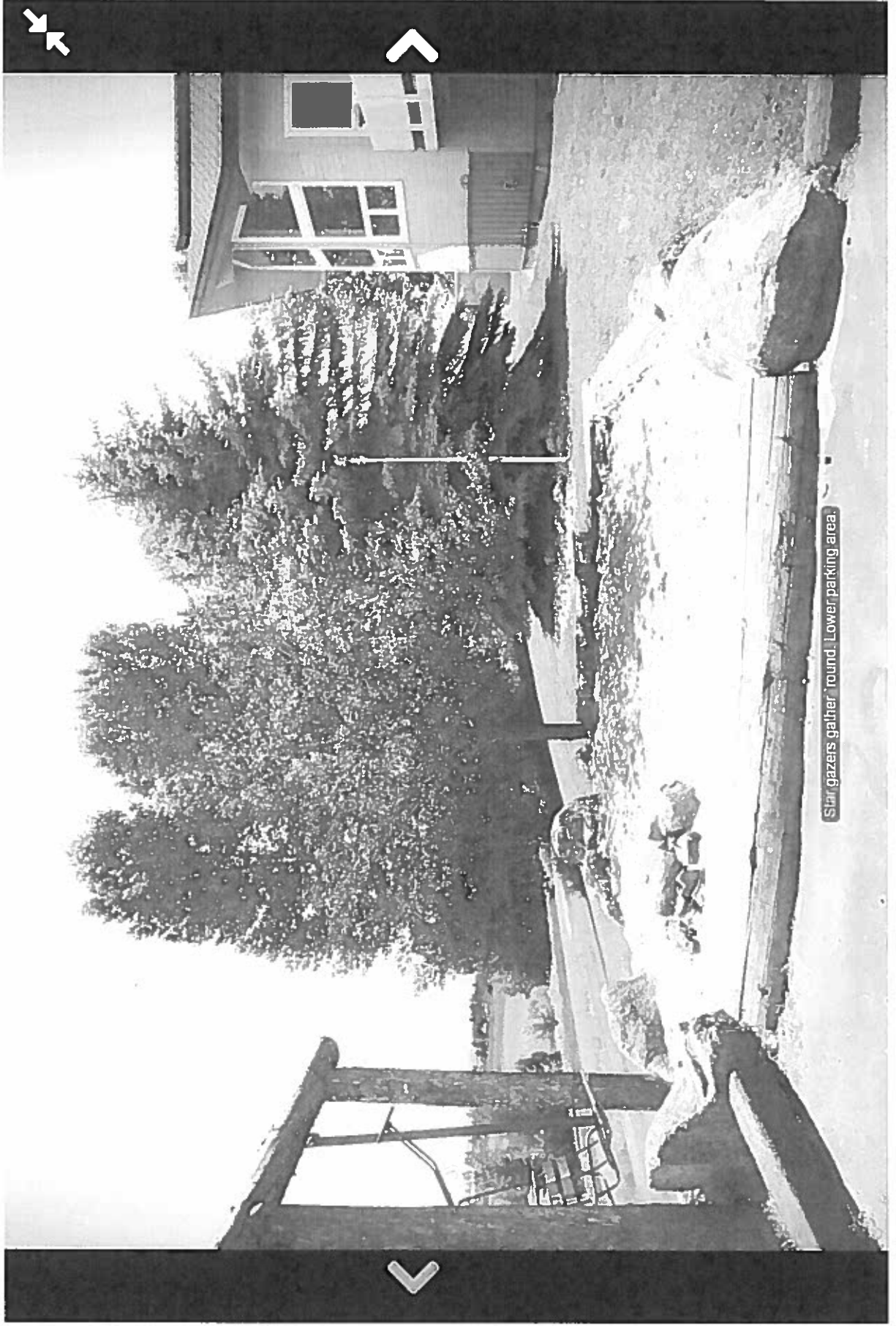
Arrive in style under the Porte Cochere.



View to the north east.

Fire Pit:

Garden hose within 15 feet in carport directly west.



Bedroom 1



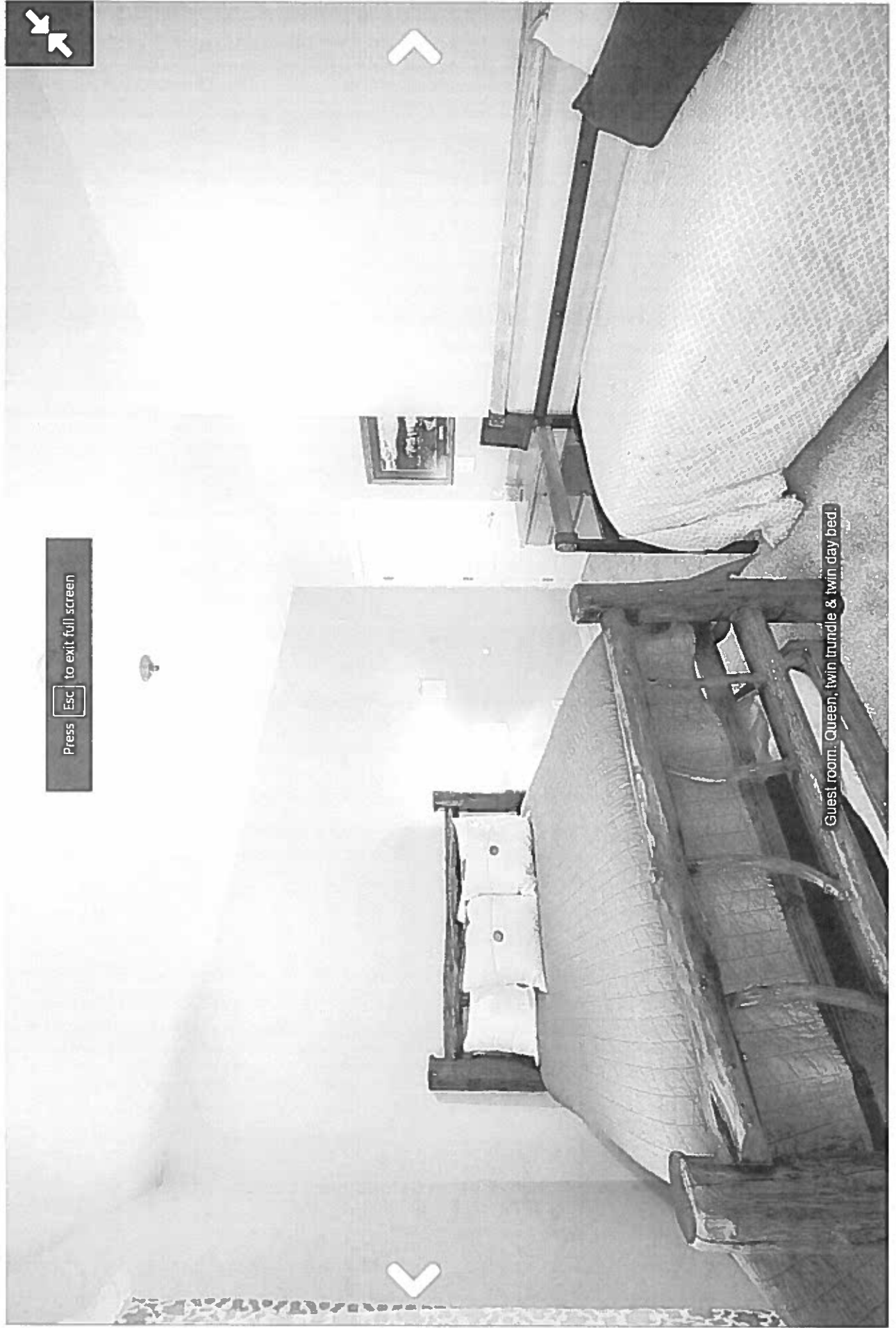
Master - King bed, 2 twin trundles & deck access.

Bedroom 2



Guest room with Queen, twin trundle & sleep chair.

Bedroom 3



Press **Esc** to exit full screen

Guest room: Queen, twin trundle & twin day bed.

Bedroom 4



Second Master Suite with attached bath.

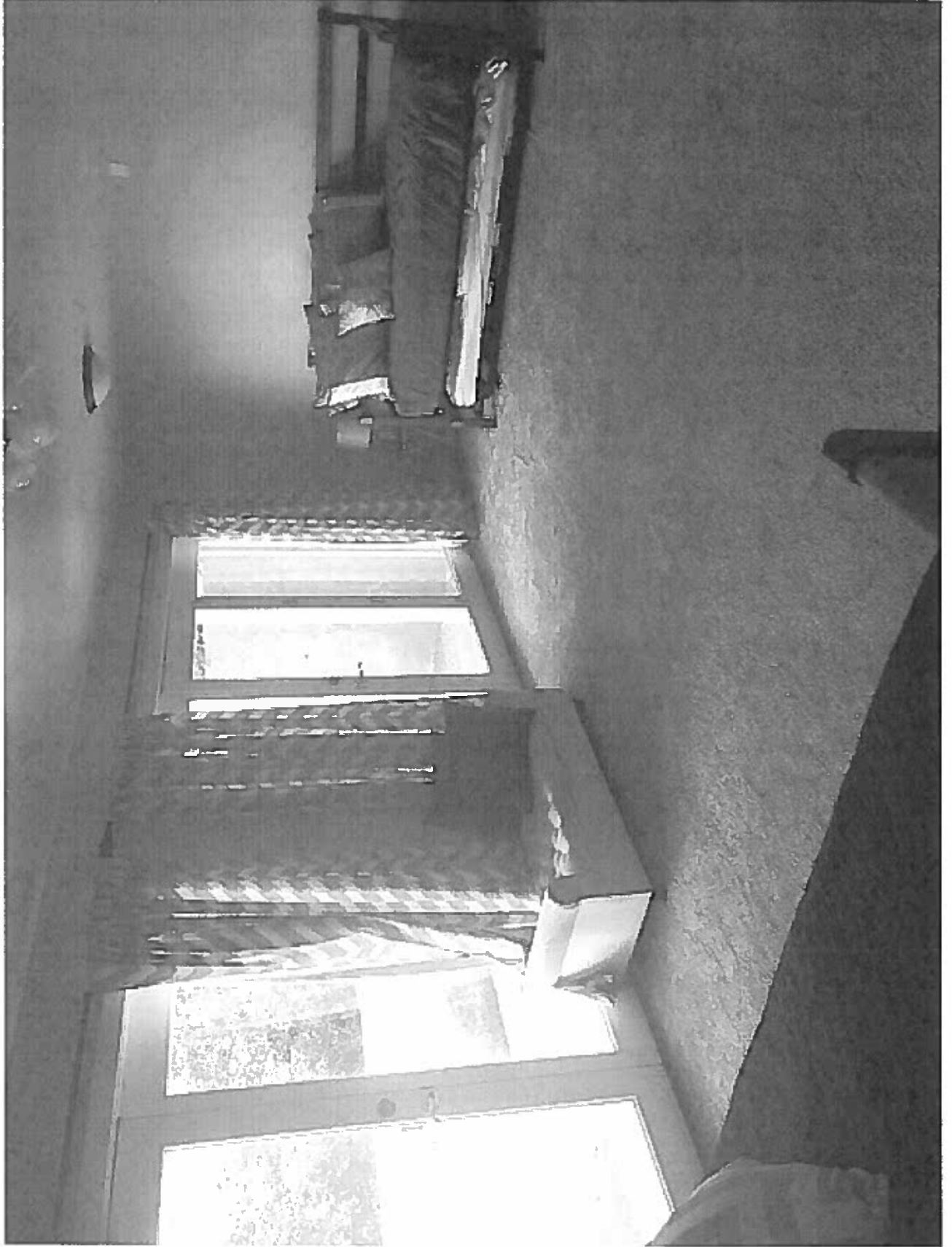
Bedroom 5



Bedroom 6



Bedroom 7

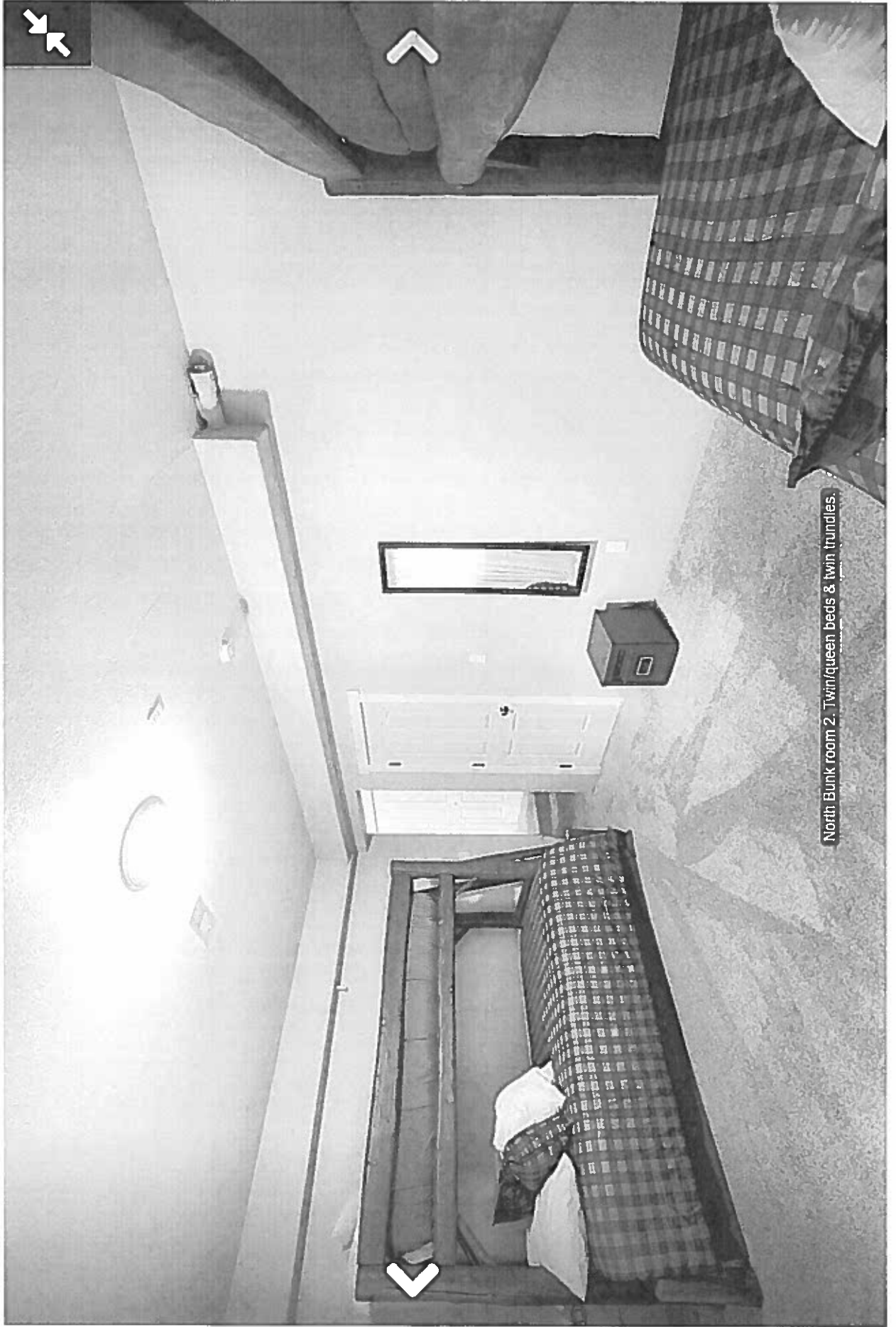


Bedroom 8 Sleeps 5 (270 sq feet)

Egress: 3—2 Doors and Window



Bedroom 9



North Bunk room 2. Twin/queen beds & twin trundles.

Hello Neighbor,

My name is Brent Peterson and I would like to introduce myself as the owner of 52 Knob Hill. During the time we have owned our home we have also allowed it to be used as a short term vacation rental, the Gathering Place. The Gathering Place has been available for vacation rental since January 2016.

Valley County has a new requirement that we obtain a Conditional Use Permit to have the home approved for more than 12 people staying in the home. DoneRight Management, LLC will continue to manage the property and enforce the strong guidelines and policy on how guests utilize the home and impact the surrounding neighbors with strict rules regarding noise and nuisance behavior.

As one of our neighbors this is a good time to reach out to see if you have any questions or concerns. We very much want to be good neighbors and want to work to resolve any ongoing issues and to make sure you have contact information in case any unique issue arises that need immediate attention.

We are going to hold a neighborhood meeting in our home on June 25th at 6:00pm to hear and discuss any issues or concerns you might have. If you are unable to attend and have comments or concerns, you can email your comments to bdpeterson@nnu.edu by June 24th, 2020. If because of Covid-19 concerns you are unable to meet in person, I am happy to arrange a google meet video conversation. Email if desired.

Neighborhood Meeting – Discuss Conditional Use Permit for vacation rental use over 12 persons

Date- Thursday – June 25th at 6:00pm

Address- 52 Knob Hill Dr. Nampa, ID 83638

Sincerely,





VALLEY COUNTY

WEED CONTROL AGREEMENT

The purpose of this agreement is to establish a cooperative relationship between Valley County and the undersigned Cooperator to protect the natural and economic values in the Upper Payette River watershed from damages related to the invasion and expansion of infestations of noxious weeds and invasive plants. This is a cooperative effort to prevent, eradicate, contain and control noxious weeds and invasive plants on public and private lands in this area. Factors related to the spread of weeds are not related to ownership nor controllable at agency boundaries. This agreement formalizes the cooperative strategy for management of these weeds addressed in Valley County's Integrated Weed Management Plan.

In this continuing effort to control Noxious Weeds, Valley County Weed Control will consult with the undersigned Cooperator and outline weed identification techniques, present optional control methods and recommend proper land management practices.

The undersigned Cooperator acknowledges that he/she is aware of any potential or real noxious weed problems on his/her private property and agrees to control said weeds in a timely manner using proper land management principles.

COOPERATOR

BRENT PETERSON

By: Brent Peterson

By: _____

Valley County Weed Control

Date: 6/28/2020

Date: _____



- Please be respectful of the neighborhood.
- Quiet Hours are from 10 PM to 8 AM.
- Please, NO music outside. Sound carries in this area.
- Do not play with, climb on, or ring the bell outside. It is very disturbing to the neighbors.

Thank you – Enjoy your Stay!

June 26, 2020

DoneRight Vacation Rentals
200 E. Park Street
McCall, ID 83638
kaycee@donerightmanagement.com

RE: 52 Knob Hill Drive, McCall, ID

The home at 52 Knob Hill Drive was inspected by the McCall Fire District on June 23, 2020, at the request of DoneRight Management. The home is a vacation rental property that appears to sleep approximately 48 people on two levels, a walk-out basement, and main level.

The home was built under the residential code. Idaho's adopted fire code correlates with the Building Code, which commercial buildings are built under. The fire code and building code do not apply to one- and two-family dwellings built under the residential code, which this home was. The County building official determines occupancy classification at the time of construction and can change it if the use of the building changes.

The fire code defines occupancies containing sleeping units where the occupants are primarily transient in nature as being classified as R-1, which includes boarding houses with more than 10 occupants, congregate living facilities with more than 10 occupants, hotels, and motels. A traditional home, where the occupants are primarily permanent in nature, are classified as R-3. The main difference between the two classifications as far as fire code, is that R-1 occupancies require automatic fire sprinkler systems, R-3 does not.

Because of the use classification, the comments below are recommendations to Valley County Planning and Zoning, the County Building Official, the property manager, and homeowner based on applying the 2015 International Fire Code to the intended use of the home, R-1. They are recommendations as the fire district does not have the authority to inspect or enforce fire code on one-and-two family dwellings.

This particular property is approximately 6,000 square feet. Based on the 2015 International Fire Code, the building would require 1,000 gallons of water for one hour, for fire protection. The nearest municipal water supply is located 3 miles away. The fire department would be unable to supply the property with the needed water for a fire in the structure.

Fire and Life Safety Recommendations:

- An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout the building. (IFC2015 903.2.8). The automatic fire extinguishing system shall be monitored by the building fire alarm system in accordance with NFPA 72 (IFC2015 904.3.5).
- Each bedroom should not accommodate more than 4 people per bedroom (Valley County Ordinance 20-10 Short-Term Rentals). Upon inspection, it appears that some of the bedrooms can accommodate as many as ten people.
- Currently, there is an interconnected smoke detector system that appears to have been abandoned. There are battery-operated smoke detectors and a few battery-operated carbon monoxide/ smoke detectors in the home. The living room and dining room do not appear to have any detection, and three of the bedrooms upstairs do not have smoke detectors.
- Smoke detectors and carbon monoxide detectors should be installed and interconnected throughout the home, with their primary power source coming from the building, with battery backup. In the event of a fire, with an interconnected alarm system, every occupant is alerted and has time to escape. I highly recommend that the alarm system be monitored by an alarm company and annually inspected by a professional. A monitored alarm system would ensure that the fire department gets early notification upon alarm activation. An interconnected smoke and carbon monoxide detection system is required in the International Residential Code (R314 & R315) and was likely required at the time of construction.
 - Smoke detectors shall be located in each sleeping room and outside each separate sleeping area in the immediate vicinity of the bedrooms.
 - Carbon monoxide detectors shall be installed outside of each separate sleeping area in the immediate vicinity of the bedrooms.
- There is an egress door in the basement that is unable to open, and an egress door in the master bedroom that was a little difficult to open. All egress doors should be serviced and maintained to open without any special knowledge or techniques.
- In the garage, a bedroom has been built behind one of the garage doors. I would recommend that the county building official inspect the property, or look at the building records, to make sure that the remodel was permitted and built to standard.
- In the garage, near the additional bedroom, there is firewood stored against the bedroom wall near the entry door. There is a game room off the living room in the basement that also had firewood stored inside. Firewood should not be stored inside of the home.
- There are two dumbwaiters in the home. One of the dumbwaiters has a large hole in the sheetrock, and the other is missing sheetrock; both are at/near the floor joists at the second-floor level. I recommend repairing and installing sheetrock in both areas so that fire cannot spread into the floor of the main level.

- There is a combustible gas detector near the LPG stove in the basement. I recommend installing an additional one near the water heaters and installing one on the main level of the home.
- There is an LPG grill on the porch. According to the manufacturer's specifications, it should be located at least 24" from combustibles. I recommend installing protection so that it cannot be moved within 24" of the home or moving it outside and away from the home.
- There are two quick-connect connections for the outdoor grill LPG system. I would recommend capping one of the connections off, if it is not used, so that one side cannot be inadvertently opened.
- There should be a 2-A fire extinguisher on each level of the home, and one near the LPG grill (three total) located in a conspicuous location, unobstructed and unobscured, located in an extinguisher cabinet or on an extinguisher hanger, and shall be annually serviced by a professional.
- The second stage regulator for the homes LPG system should have a snow shield installed over it to prevent against physical damage.
- The fuel-burning furnace should be annually serviced by a professional.
- The second stage regulator is located too close to the LPG chimney vent. NFPA 58 requires 5 feet of separation, in any direction away from any source of ignition and openings into direct-vent (sealed combustion system) appliances.
- There are a couple of electrical outlets missing covers, one near the LPG stove in the basement, another on the dryer that is closest to the kitchen.
- A parking plan for guest vehicles should be developed so that the driveway is accessible for emergency vehicles.

If you have any questions, please give me a call.

Sincerely,



Garrett de Jong
Fire Chief

RENTAL AGREEMENT COPY ONLY!

1. AGREEMENT: DoneRight Management, LLC and Tenant agree as follows: The Guest renting this home must be an adult 25 years or older and will be an occupant of the unit during the entire reserved period. Other occupants are considered guests of the Tenant and must be included in the total number of occupants listed on the reservation. Tenant is responsible for reporting an accurate number of guests occupying the rental unit. If the actual number of occupancy changes at any time prior to or during the reserved period, Tenant must notify DoneRight Management immediately. Additional damage waiver, occupancy and cleaning fees will be charged to the card on file.

The Tenant may be charged an additional rate of \$50 per person/PER NIGHT for any guests that stay in the unit that are not part of the number agreed upon at the time of booking. Failing to comply with any part of this agreement may result in eviction without any refund.

2. EVENTS: This is not an event property. If tenant hosts an event during their stay where the attendees exceed the maximum number of occupants for this rental, details of the type of the event and venue must be submitted in writing to DoneRight Management for review and approval prior to booking your stay.

Examples of details include the number of guests attending, catering services, tent or furniture rentals, sound systems, etc.

This property is a private home in a residential area where City zoning, occupancy, parking and noise ordinances are in effect. Quiet hours are from 10 PM to 8 AM.

If an event is approved, additional damage waiver, occupancy and cleaning fees will be charged at the discretion of the property Owner and DoneRight Management personnel.

WAIVER: DoneRight Management is in no way responsible or held liable for any aspect of the event or the duration of the event should neighbors file a complaint with local authorities to disband and evict attendees of the event.

3. PETS: ALL Pet Friendly rentals have a per pet, per night fee IN ADDITION to the rental rates. If you are staying in a home that allows pets, it must be PRE-APPROVED by the owner or management. Failure to notify owner or management of pet/s at the time of making your reservation will result in the always applicable per pet, per night fee PLUS a penalty charge of \$100 per pet, per night and possible eviction. Please keep your pet off of furniture, including the beds. We have provided portable gates to help restrict your pet if necessary. If hair is found on furniture, the tenant may be charged an additional cleaning fee.

Please pick up after your pet and dispose of the waste promptly and properly. All animals should be on a leash when outdoors and supervised at all times. DO NOT leave your pet alone in the house. You are financially responsible for any damage resulting from your pet.

4. **PAYMENT AND CANCELATIONS:** A rental deposit which is equal to 50% of the rental rate is due at the time of making the reservation and is **non-refundable**. The remaining balance is due 60 days prior to your stay. If you are booking within 60 days of your stay, the full amount is due at the time of making the reservation. If you cancel the reservation on shorter notice than 60 days, and if we are unable to re-book the home for all or part of your confirmed stay at the same rate, the full applicable rate will be charged for those days. There is no refund of rent for an early departure.

INCLEMENT WEATHER and ROAD CONDITIONS: We do not refund due to weather or road conditions.

Four Wheel Drive is **HIGHLY** recommended. Roads are consistently maintained. However, due to heavy snowfall in the area, there is no guarantee they will be clear enough for a vehicle without Four Wheel Drive to travel.

****DoneRight Management and Vacation Rentals strongly encourages guests to obtain Travel Insurance to protect your vacation investment. Travel Insurance is insurance that is intended to cover medical expenses, trip cancellation, financial default of travel suppliers, and other losses incurred either before your vacation or while traveling, either domestically or internationally. Travel insurance is different from car or home insurance in that you buy a policy to cover a specific vacation and do not pay a monthly premium. There are many companies who offer travel insurance for vacation rentals.**

Guests who choose **NOT** to obtain Travel Insurance are subject to the penalties outlined in this agreement.

5. **CHECK IN:** Check in time is 4:00 PM. Early check in may be allowed only with the required and prior written approval from a DoneRight Management Reservationist. In the event of a Guest arriving prior to the arrival date set forth in this Agreement, Guest shall pay an amount equal to three (3) times the daily rate for each and every day of early arrival. **EARLY CHECK-INS OF LESS THAN ONE DAY WILL BE CHARGED THE EQUIVALENT OF ONE FULL DAYS RENT.** The home will be equipped with either a keyless entry or a lockbox. Once we receive your signed rental agreement, you will be sent a code for the lockbox or keyless entry. Access to the home will not be provided with a balance owing or without a signed rental agreement in the owner's or owner representative's possession.

6. **CHECK OUT:** Check out time is 11:00 AM. Late check out may be allowed only with the required and prior written approval from a DoneRight Management Reservationist. In the event of holdover by Guest beyond the departure date set forth in this Agreement, Guest shall pay an amount equal to three (3) times the daily rate for each and every day of such holdover. **LATE CHECKOUTS OF LESS THAN ONE DAY WILL BE CHARGED THE EQUIVALENT OF ONE FULL DAYS RENT.** Please leave all keys, remote controls, and permits/passes (if issued) at the home.

A fee of \$100 per item will be charged for each lost item. Please make sure all windows are closed and LOCKED, turn off the lights and air conditioning. If using heat, turn down all thermostats to the designated temperature listed on the checkout procedures posted at the property. Please make sure all of the doors to the home are locked before leaving.

7. **CLEANING:** Each property will be inspected and cleaned after your departure. The cleaning fee you have paid for will provide for normal cleaning so that you can enjoy your vacation up to the last moment. Tenant is required to leave the property in the same general condition that Tenant received it in, by making sure dishes are loaded in dishwasher and that the home is generally picked up and ready for the housekeepers to clean. Please follow any specific checkout procedures located at the home. If additional cleaning is required above and beyond the cleaning fee paid (including excessive laundry), appropriate costs will be charged to the credit card on file at the rate of \$25/per hour.

8. **NO SMOKING:** Neither the Tenant(s), guests, nor any other person shall be allowed to smoke in or within 20 feet of the Premises. Tenant understands that any damage caused by smoking any substance will be considered damage. Damage includes but is not limited to: deodorizing or replacement of carpet, furniture, bedding, drapes, or any other surface damaged due to smoke.

9. **TENANTS LIABILITY:** Tenant agrees to accept liability for any damages caused to the property by Tenant or Tenant's guests, including, but not limited to: landscaping, misuse of appliances and/or equipment furnished or smoking inside the rental unit. The undersigned client authorizes DoneRight Management to charge the credit card on file to pay for any such loss or damages. The card may also be charged at a rate of \$50 per person/PER NIGHT for any guests that stay in the unit that are not part of the number agreed upon at the time of booking. This type of violation of trust may also result in eviction.

10. **ACCIDENTAL DAMAGE WAIVER:** Every guest reservation is required to include an Accidental Damage waiver fee. This waiver fee will cover accidental damages to the unit during a stay up to \$2000. If the damage to the property exceeds covered amount, the guest is responsible for the balance and the pre-authorized credit card we have on file will be charged. All damages must be reported to manager by each guest immediately in order for the waiver to cover the damage. This Damage Waiver does NOT cover intentional damage, theft, or excessive cleaning, or any damage or flea infestation caused by a pet. Please do not hesitate to report an accident as this waiver is in place to protect the property but also encourage guests to work with the managers.

DAMAGES: Any damages found upon arrival need to be reported to the office at 208-634-0030. Guests will be responsible for any damages or theft thereafter. DoneRight Management reserves the right and the guest authorizes DoneRight Management to charge the guest's credit card for the cost of repairs, replacement, services, telephone charges or extra cleaning for all damage, breakage and/or loss incurred during his/her stay. In the event of damage to the premises, its equipment, furniture or carpeting, Renter shall be responsible for ANY and ALL

costs, including collection costs and attorney's fees. Documentation detailing damages and charges will be provided to the guest. Please contact DoneRight Management for details.

11. HOT TUB & PATIOS: Children under the age of 12 are not allowed in the hot tub. Minors must be accompanied by an adult. Tenant hereby acknowledges that the undersigned is fully aware that the hot tub and surrounding patio/deck can be dangerous, that the deck/patio can be slippery when wet, and that injury is likely to occur to anyone who is not careful. With full knowledge of the above facts and warnings, the undersigned accepts and assumes all risks involved in or related to the use of the hot tub and surrounding areas.

12. RECREATIONAL AMENITIES & WATER CRAFT: Of any kind, including bicycles, paddle boards, paddle boats and water skis that are the property of and stored at the property that is being rented must be approved for guest use. Guests assume risk of use associated with recreational amenities. To determine if these types of items stored on site are available for guest use, please refer to the property profile specific to your rental on the DoneRight Management website. Note that Country Ordinance/Law requires the use of life vests while using Kayaks or any water craft associated with any property managed by DoneRight Management, LLC.

13. NO GUARANTEE OF AMENITIES: Please note that amenities such as hot tubs, pools, etc. are susceptible to closure due to unforeseen repair and maintenance. While we understand that our customers often choose a property based on amenities, we cannot offer any discounts or refunds based on an amenity not being available during your stay.

14. PERSONAL PROPERTY LOSS & LIABILITY: Owner is NOT liable for damage, theft, vandalism, or other loss of any kind to personal property of tenant or tenant's occupants or guests. Owner shall not be responsible or liable for any injury, loss or damage to any person or property of Guest/Resident or any other person in or on the premises, which is not a result of intentional conduct or gross negligence by the Owner.

15. ADDITIONAL TERMS AND CONDITIONS: The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the vacation rental premises and agrees to hold Owner free and harmless of any claim or suit arising therefrom. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees of the prevailing party shall be entitled to recover reasonable attorney fees and costs.

Signature:

Date:

Printed Name: