City of Bellevue, Idaho

Common Council
Monday, February 12, 2024, 5:30 PM
115 E. Pine Street, Bellevue, Idaho 83313

AGENDA

JOIN ZOOM MEETING:
https://us02web.zoom.us/j/82412549911?pwd=QWNWWDRwRnR3WFRSNFVFSkEzTVp1Zz09

Meeting ID: # 824 1254 9911
Passcode: # 877138

One tap mobile
+1-253-215-8782 US (Tacoma)
+1-346-248-7799 US (Houston)

Please Mute Your Call
Friendly Reminder: Please turn off all cell phones except for emergency personnel.

Finding That the regular meeting notice and agenda were posted in accordance with Idaho Code §74-204 within forty-eight (48) hours prior to the meeting at: the City of Bellevue City Hall, Post Office, on the City's website and e-mailed to the Idaho Mountain Express on ***February 8, 2024*.**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **NOTICE OF AGENDA COMPLIANCE** PER IDAHO CODE §74-204 | **ACTION ITEM**
   *(**Suggested Motion**: I move that the notice for the February 12, 2024, regular meeting was completed in accordance with Idaho Code, Section §74-204.)*
4. **CALL FOR CONFLICT** (AS OUTLINED IN IDAHO CODE §74-404)
5. **PUBLIC COMMENT** (FOR ITEMS OF CONCERN NOT ON THE AGENDA)
6. **UNFINISHED BUSINESS - None**
7. **CONSENT AGENDA** | **ACTION ITEM**
   a. Approval of Claims: January 23, 2024, thru February 12, 2024
   b. Request for Funds: Street Department Request for Four (4) Kenwood UHF Portable Radios in the Amount of $3,412.00 with an *Additional Monthly Service Fee of $60.00*
8. **NEW BUSINESS**:
   a. Consideration of Resolution No. 5363, A Resolution of the Mayor and Common Council of the City of Bellevue, Idaho, Authorizing the Mayor to Sign the Engineers Joint Contract Documents Committee (EJCDC) Agreement Between the City of Bellevue (Owner) and Merrick Company (Engineer for Professional Services) Relating to the Drinking Water Project: Chris Johnson, Mayor | **ACTION ITEM**
   b. Consideration of a Findings of Fact for the Lot-Line Adjustment Application Submitted by Galena-Benchmark Engineering on behalf of Mountain Rides Transportation Authority, Located at 117 and 121 Clover Street: Chris Johnson, Mayor | **ACTION ITEM**

c. Consideration of Resolution No. 5364, A Resolution of the City of Bellevue, Idaho, Participating in an Assessment for The Community's 2023 Greenhouse Gas Emissions Providing Specific Data as it Pertains To The City Of Bellevue with a Not To Exceed Amount Of $2,000: Chris Johnson, Mayor | **ACTION ITEM**

d. Consideration of Resolution No. 5365, A Resolution of the Mayor and Common Council, of The City Of Bellevue, Idaho, Authorizing the Mayor to be a Joint Signatory on a Letter addressed to the Idaho Transportation Department, regarding Comments on the Highway 75 Final Environment Impact Statement (FEIS) Bellevue To Timber Way, with the City of Hailey, Idaho, and Mountain Rides Transportation Authority on Behalf of the City of Bellevue, Idaho: Chris Johnson, Mayor | **ACTION ITEM**

9. **WORKSHOP(S):**

a. Discussion Regarding the City of Bellevue, Idaho, Proposed Business Core Overlay District: Chris Johnson, Mayor

b. Discussion Regarding the City of Bellevue, Idaho, Proposed Affordable Housing District: Chris Johnson, Mayor

10. **ADOURNMENT: | ACTION ITEM**

/s/ Michelle K. Snarr
City Clerk, City of Bellevue

I, designated City Clerk for the City of Bellevue, Idaho, hereby certify that the regular meeting notice and agenda were posted in accordance with ***Idaho Code §74-204*** within forty-eight (48) hours prior to the meeting at: the City of Bellevue City Hall, Post Office, on the City of Bellevue Website (Located under Mayor and City Council /City Council Agendas and Munutes): **https://www.bellevueidaho.us/** and sent to the Idaho Mountain Express on ***February 8, 2024*****.**

In compliance with the American with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Bellevue, 115 East Pine Street, Bellevue, Idaho 83313, or ***phone number 208-788-2128 ext. 4, at least twenty-four (24) hours prior to the meeting***.

February 12, 2024, Regular City Council Meeting

Ciudad de Bellevue, Idaho
Consejo Común
Lunes, 12 de febrero de 2024 17:30
115 E. Pine Street, Bellevue, Idaho 83313

AGENDA

ÚNASE A LA REUNIÓN DE ZOOM
https://us02web.zoom.us/j/82412549911?pwd=QWNWWDRwRnR3WFRSNFVFSkEzTVp1Zz09

ID de reunión: # 824 1254 9911
Código de acceso: # 877138

Móvil con un toque
+1-253-215-8782 EE. UU. (Tacoma)
+1-346-248-7799 EE. UU. (Houston)

Silencie su llamada
Recordatorio amistoso: apague todos los teléfonos celulares excepto los del personal de emergencia.

*Determinando que el aviso de la reunión regular y la agenda se publicaron de acuerdo con el Código de Idaho §74-204 dentro de las cuarenta y ocho (48) horas anteriores a la reunión en: el Ayuntamiento de la Ciudad de Bellevue, Oficina de Correos, en el sitio web de la Ciudad y en el correo electrónico. enviado por correo al Idaho Mountain Express el **8 de febrero de 2024**.*

1. **LLAME PARA ORDENAR**
2. **LLAMADA DE ROL**
3. **AVISO DE CUMPLIMIENTO DE LA AGENDA** (SEGÚN EL CÓDIGO DE IDAHO §74-204)
   *(**Moción sugerida**: propongo que el aviso para la reunión ordinaria del 12 de febrero de 2024 se complete de acuerdo con el Código de Idaho, Sección §74-204).*
4. **LLAMADO A CONFLICTOS** (COMO SE DESCRIBE EN EL CÓDIGO DE IDAHO §74-404) | **ARTÍCULO DE ACCIÓN**
5. **COMENTARIO PÚBLICO** (para temas de preocupación que no están en la agenda)
6. **ASUNTOS INTERMINADOS - NINGUNO**
7. **AGENDA DE CONSENTIMIENTO**: | **ARTÍCULO DE ACCIÓN**
   a. Aprobación de Reclamaciones: 23 de Enero de 2024 al 12 de Febrero de 2024
   b. Solicitud de fondos: Solicitud del Departamento de Calle para cuatro (4) radios portátiles Kenwood UHF por un monto de $3,412.00 *con una tarifa de servicio mensual adicional de $60.00*
7. **NUEVOS NEGOCIOS:**
   a. Consideración de la Resolución No. 5363, Resolución del Alcalde y el Consejo Común de la Ciudad de Bellevue, Idaho, que autoriza al Alcalde a firmar el Acuerdo del Comité Conjunto de Documentos de Contrato de Ingenieros (EJCDC) entre la Ciudad de Bellevue (Propietario) y Merrick Company (Ingeniero de Servicios Profesionales) Relacionados con el Proyecto de Agua Potable: Chris Johnson, Alcalde | **ARTÍCULO DE ACCIÓN**

b. Consideración de una conclusión de hecho para la solicitud de ajuste de línea de lote presentada por Galena-Benchmark Engineering en nombre de la Autoridad de Transporte de Mountain Rides, ubicada en 117 y 121 Clover Street: Chris Johnson, alcalde | **ARTÍCULO DE ACCIÓN**

c. Consideración de la Resolución No. 5364, una resolución de la ciudad de Bellevue, Idaho, que participa en una evaluación de las emisiones de gases de efecto invernadero de la comunidad en 2023 y proporciona datos específicos relacionados con la ciudad de Bellevue con una cantidad que no excederá los $2000: Chris Johnson, Alcalde | **ARTÍCULO DE ACCIÓN**

d. Consideración de la Resolución No. 5365, Resolución del Alcalde y el Consejo Común de la ciudad de Bellevue, Idaho, que autoriza al alcalde a ser signatario conjunto de una carta dirigida al Departamento de Transporte de Idaho, sobre los comentarios sobre el impacto ambiental final de la autopista 75 Declaración (FEIS) Bellevue To Timber Way, con la Ciudad de Hailey, Idaho, y la Autoridad de Transporte de Mountain Rides en nombre de la Ciudad de Bellevue, Idaho: Chris Johnson, Alcalde | **ARTÍCULO DE ACCIÓN**

8. **TALLERES DE TRABAJO:**
   a. Discusión sobre la ciudad de Bellevue, Idaho, distrito de superposición del núcleo empresarial propuesto: Chris Johnson, Alcalde
   b. Discusión sobre la ciudad de Bellevue, Idaho, distrito de viviendas asequibles propuesto: Chris Johnson, Alcalde

9. **ADORNO** | **ARTÍCULO DE ACCIÓN**

/s/ Michelle K. Snarr
Secretario Municipal, Ciudad de Bellevue

Yo, Secretario Municipal designado para la Ciudad de Bellevue, Idaho, por la presente certifico que el aviso de la reunión regular y la agenda se publicaron de acuerdo con el Código de Idaho §74-204 dentro de las cuarenta y ocho (48) horas anteriores a la reunión en: la Ciudad de Ayuntamiento de Bellevue, oficina de correos, en el sitio web de la ciudad de Bellevue (ubicado bajo Alcalde y Concejo Municipal/Agendas y Munutes del Concejo Municipal): https://www.bellevueidaho.us/ y enviado al Idaho Mountain Express el ***8 de febrero de 2024.***

De conformidad con la Ley de Estadounidenses con Discapacidades, las personas que necesiten adaptaciones especiales durante esta reunión deben notificar a City Bellevue, 115 East Pine Street, Bellevue, Idaho 83313, o al número de teléfono 208-788-2128 ext. 4, al menos veinticuatro (24) horas antes de la reunión.

12 de febrero de 2024, Reunión Ordinaria del Concejo Municipal

City of Bellevue

City of Bellevue
Regular Common Council Meeting
February 12, 2024

Agenda Item 7a: Approval of Claims
January 23, 2024 – February 12, 2024

Action Item: Shelly Shoemaker, Treasurer

Note:

Suggested Motion: Move to Approve the "Consent Agenda" as: *amended, corrected, or as presented*

Attachment(s): Claims Payable by **Account** – January 23, 2024 thru February 12, 2024
Claims Payable by **Class** – January 23, 2024 thru February 12, 2024

Accrual Basis

City of Bellevue
CLAIMS PAYABLE
February 12, 2024

Date	Num	Name	Memo	Account	Class	Amount
02/12/2024	FY2024	Mountain Rides Transportation Auth.	FY2024 Contract for Services - Reso #23-17	51050 · Community Service	01 - Admin	12,000.00
02/12/2024	012224	DL Evans - Mayor	IDRIVE.COM *OVERUSE	51060 · Computers/Software	01 - Admin	870.30
02/12/2024	012224	DL Evans - Mayor	IDRIVE.COM*OVERUSE	51060 · Computers/Software	01 - Admin	2,331.20
02/12/2024	P1-9165864	Intuit	Quickbooks Enterprise Gold Renewal	51160 · Maintenance & Repairs	01 - Admin	5,251.00
02/12/2024	35753762	Great America Financial Services	Standard Pmt - Agreement #003-1920026-000	51180 · Office Equip Rental/Repair	01 - Admin	406.60
02/12/2024	02728594	Atkinson's Market	Bathroom Supplies	52010 · Office Supplies	01 - Admin	7.99
02/12/2024	2201	Copy & Print LLC	Business Cards for Michelle & Shelly	52010 · Office Supplies	01 - Admin	130.00
02/12/2024	061489	Jane's Artifacts	1099 Envelopes	52010 · Office Supplies	01 - Admin	1.16
02/12/2024	061216	Jane's Artifacts	Pocket folders & binder clips	52010 · Office Supplies	01 - Admin	22.77
02/12/2024	061289	Jane's Artifacts	Envelopes, W-2's & 1099's	52010 · Office Supplies	01 - Admin	109.16
02/12/2024	061417	Jane's Artifacts	W-2's & Enveloopes	52010 · Office Supplies	01 - Admin	29.00
02/12/2024	011924	Pitney Bowes Purchase Power	Postage Refill 12/27/23	52040 · Postage & Delivery	01 - Admin	201.00
02/12/2024	1024714100	Pitney Bowes Inc	(1) Ink Cartridge - SL-798-0 & E-Z Seal Bottles	52040 · Postage & Delivery	01 - Admin	128.63
02/12/2024	013124	South Valley Storage Company LLC	February- Unit #F-13 - 1/2 Price	52085 · Storage	01 - Admin	63.00
02/12/2024	012024	First Net	Clerk/Treasurer	52100 · Telephone	01 - Admin	50.19
02/12/2024	012024	First Net	Marcy & Maria	52100 · Telephone	01 - Admin	100.38
02/12/2024	012024	First Net	Alderman & Mayor	52100 · Telephone	01 - Admin	316.12
						22,018.50
02/12/2024	012024	First Net	Comm. Dev.	52100 · Telephone	03 - P & Z	50.19
						50.19
02/12/2024	020524	AFBA	LIfe Insurance - Fire Dept.	50014 · Insurance - Life	05 - Fire	160.00
02/12/2024	012224	DL Evans - Fire Dept.	Idaho Fire Chiefs Assoc.	51080 · Dues & Memberships	05 - Fire	110.00
02/12/2024	INV103063	Image Trend, Inc.	Annual Fire Reporting System	51080 · Dues & Memberships	05 - Fire	1,326.13
02/12/2024	18278	Ted Repairs Idaho, Inc.	Snowblower Tune Up	51090 · Equip Maint & Repairs	05 - Fire	121.00
02/12/2024	CL45349	United Oil	Card #8859953#1	51110 · Fuel	05 - Fire	39.05
02/12/2024	CL45349	United Oil	Card #8859954 #2	51110 · Fuel	05 - Fire	68.74
02/12/2024	CL46686	United Oil	Card #1840084 #4	51110 · Fuel	05 - Fire	21.43
02/12/2024	CL46686	United Oil	Card #8859953#1	51110 · Fuel	05 - Fire	38.37
02/12/2024	1882129	PNC EQUIPMENT FINANCE LLC	Interest - Pierce 7400 Responder	51125 · Interest Expense	05 - Fire	8,600.23
02/12/2024	20163	Ketchum Computers	Fire/dispatch emails being quarantined	51160 · Maintenance & Repairs	05 - Fire	180.00

City of Bellevue
CLAIMS PAYABLE
February 12, 2024

Date	Num	Name	Memo	Account	Class	Amount
02/12/2024	012224	DL Evans - Fire Dept.	Amazon - Tool bag & batteries	52080 · Small Tools & Equipment	05 - Fire	128.48
02/12/2024	012224	DL Evans - Fire Dept.	Amazon - Credit - returned batteries	52080 · Small Tools & Equipment	05 - Fire	-42.49
02/12/2024	012224	DL Evans - Fire Dept.	Amazon - Pager batteries	52080 · Small Tools & Equipment	05 - Fire	61.69
02/12/2024	012224	DL Evans - Fire Dept.	Paypal - Flag pole parts	52080 · Small Tools & Equipment	05 - Fire	125.03
02/12/2024	061444	Jane's Artifacts	Stamp	52080 · Small Tools & Equipment	05 - Fire	86.90
02/12/2024	012024	First Net	Greg Beaver	52100 · Telephone	05 - Fire	50.19
02/12/2024	061558	Jane's Artifacts	Large Prints	52120 · Training & Meetings	05 - Fire	8.00
02/12/2024	1882129	PNC EQUIPMENT FINANCE LLC	Pierce 7400 Responder - Contract #159101000	58200 · Pierce 7400 Responder	05 - Fire	12,569.13
						23,651.88
02/12/2024	012024	First Net	Kristin	52100 · Telephone	07 - Library	45.16
						45.16
02/12/2024	CL45347	United Oil	Card #263953/Gaston	51110 · Fuel	08 - Marshal	137.95
02/12/2024	CL45347	United Oil	Card #263954/Shelamer	51110 · Fuel	08 - Marshal	189.80
02/12/2024	CL45347	United Oil	Card #263955/Thayer	51110 · Fuel	08 - Marshal	132.74
02/12/2024	CL45347	United Oil	Card #263956/Rawson	51110 · Fuel	08 - Marshal	127.77
02/12/2024	CL46684	United Oil	Card #263953/Gaston	51110 · Fuel	08 - Marshal	177.84
02/12/2024	CL46684	United Oil	Card #263954/Shelamer	51110 · Fuel	08 - Marshal	184.11
02/12/2024	CL46684	United Oil	Card #263955/Thayer	51110 · Fuel	08 - Marshal	196.68
02/12/2024	CL46684	United Oil	Card #263956/Rawson	51110 · Fuel	08 - Marshal	105.33
02/12/2024	012024	First Net	Marshal & Deputy Marshal	52100 · Telephone	08 - Marshal	90.32
02/12/2024	012024	First Net	Code Enforcement	52100 · Telephone	08 - Marshal	45.16
02/12/2024	012024	First Net	1 Laptop - 208-309-3737	52100 · Telephone	08 - Marshal	40.04
02/12/2024	012024	First Net	5 Laptop - 208-309-8876	52100 · Telephone	08 - Marshal	40.04
02/12/2024	012024	First Net	City of Bellevue FN - 208-309-8877	52100 · Telephone	08 - Marshal	40.04
02/12/2024	012024	First Net	3 Laptop - 208-309-8878	52100 · Telephone	08 - Marshal	40.04
02/12/2024	012024	First Net	2 Laptop - 208-309-8879	52100 · Telephone	08 - Marshal	40.04
02/12/2024	93982	Alvarado Enterprises, dba Dick Yorks	Lube and Oil Service	52150 · Vehicle Maint & Repair	08 - Marshal	31.50
02/12/2024	93982	Alvarado Enterprises, dba Dick Yorks	Washer Fluid	52150 · Vehicle Maint & Repair	08 - Marshal	6.38
02/12/2024	93982	Alvarado Enterprises, dba Dick Yorks	oil filter	52150 · Vehicle Maint & Repair	08 - Marshal	17.76
02/12/2024	93982	Alvarado Enterprises, dba Dick Yorks	Oil	52150 · Vehicle Maint & Repair	08 - Marshal	65.70
02/12/2024	93982	Alvarado Enterprises, dba Dick Yorks	Shop Supplies	52150 · Vehicle Maint & Repair	08 - Marshal	4.00

City of Bellevue
CLAIMS PAYABLE
February 12, 2024

Date	Num	Name	Memo	Account	Class	Amount
02/12/2024	141	Easy Towing, LLC.	Towing For Ford Explorer to Shop	52150 · Vehicle Maint & Repair	**08 - Marshal**	115.00
02/12/2024	93958	Alvarado EnterpriseS dba Dick Yorks	Battery Remove replace	52150 · Vehicle Maint & Repair	**08 - Marshal**	42.00
02/12/2024	93958	Alvarado Enterprises, dba Dick Yorks	Battery	52150 · Vehicle Maint & Repair	**08 - Marshal**	209.60
02/12/2024	93958	Alvarado Enterprises, dba Dick Yorks	shop supplies	52150 · Vehicle Maint & Repair	**08 - Marshal**	4.00
02/12/2024	93870	Alvarado Enterprises, dba Dick Yorks	Complete Lube	52150 · Vehicle Maint & Repair	**08 - Marshal**	31.50
02/12/2024	93870	Alvarado Enterprises, dba Dick Yorks	Oil filter	52150 · Vehicle Maint & Repair	**08 - Marshal**	17.76
02/12/2024	93870	Alvarado Enterprises, dba Dick Yorks	Engine oil	52150 · Vehicle Maint & Repair	**08 - Marshal**	65.70
02/12/2024	93870	Alvarado Enterprises, dba Dick Yorks	Shop supplies	52150 · Vehicle Maint & Repair	**08 - Marshal**	4.00
02/12/2024	93842	Alvarado Enterprises, dba Dick Yorks	Complete lube and oil	52150 · Vehicle Maint & Repair	**08 - Marshal**	31.50
02/12/2024	93842	Alvarado Enterprises, dba Dick Yorks	Rotate tires	52150 · Vehicle Maint & Repair	**08 - Marshal**	56.00
02/12/2024	93842	Alvarado Enterprises, dba Dick Yorks	Oil Filter	52150 · Vehicle Maint & Repair	**08 - Marshal**	17.76
02/12/2024	93842	Alvarado Enterprises, dba Dick Yorks	Engine Oil	52150 · Vehicle Maint & Repair	**08 - Marshal**	32.70
02/12/2024	93842	Alvarado Enterprises, dba Dick Yorks	Shop supplies	52150 · Vehicle Maint & Repair	**08 - Marshal**	7.00
02/12/2024	1170085363	Les Schwab	Extreme Contact Tires - PD3435	52150 · Vehicle Maint & Repair	**08 - Marshal**	881.48
						3,229.24
02/12/2024	193	Palomera, Maria	Office Cleaning - Feb - City Hall/Library & Marshal's	51160 · Maintenance & Repairs	**09 - B & G**	500.00
02/12/2024	012424	Intermountain Gas	Fire Station - 517 N. 2nd	52140 · Utilities	**09 - B & G**	191.80
02/12/2024	012424	Intermountain Gas	206 N .Main St. - Museum	52140 · Utilities	**09 - B & G**	16.12
02/12/2024	012424	Intermountain Gas	City Hall	52140 · Utilities	**09 - B & G**	327.78
02/12/2024	012424	Intermountain Gas	Shop - Martin Lane	52140 · Utilities	**09 - B & G**	221.87
02/12/2024	0123.24	Idaho Power	115 Pine St. - City Hall	52140 · Utilities	**09 - B & G**	167.26
02/12/2024	0123.24	Idaho Power	117 Pine St. - Library	52140 · Utilities	**09 - B & G**	89.75
02/12/2024	0123.24	Idaho Power	206 N. Main St - Museum	52140 · Utilities	**09 - B & G**	162.88
02/12/2024	0123.24	Idaho Power	517 N. 2nd St.	52140 · Utilities	**09 - B & G**	106.84
02/12/2024	0123.24	Idaho Power	89 Martin Ln. - Shop	52140 · Utilities	**09 - B & G**	294.33
02/12/2024	0001696623	Clear Creek Disposal	Shop - 91 Martin Lane - Dec. & January	52140 · Utilities	**09 - B & G**	297.18
02/12/2024	0001696625	Clear Creek Disposal	130 Riverview Dr. - Cardboard Recycling - Nov	52140 · Utilities	**09 - B & G**	1,041.06
02/12/2024	0001696625	Clear Creek Disposal	Extra Cardboard	52140 · Utilities	**09 - B & G**	57.60
02/12/2024	0001696625	Clear Creek Disposal	Contaminated Recycle Pickup - 12/26/23	52140 · Utilities	**09 - B & G**	76.58
02/12/2024	0001696625	Clear Creek Disposal	Contaminated Recycle Pickup - 1/2/24	52140 · Utilities	**09 - B & G**	76.58
02/12/2024	0001696625	Clear Creek Disposal	Contaminated Recycle Pickup - 1/9/24	52140 · Utilities	**09 - B & G**	76.58
02/12/2024	0001696625	Clear Creek Disposal	Contaminated Recycle Pickup - 1/16/24	52140 · Utilities	**09 - B & G**	76.58

City of Bellevue
CLAIMS PAYABLE
February 12, 2024

Date	Num	Name	Memo	Account	Class	Amount
02/12/2024	0001696625	Clear Creek Disposal	Contaminated Recycle Pickup - 1/23/24	52140 · Utilities	09 - B & G	76.58
02/12/2024	0001696624	Clear Creek Disposal	Fire Station - 517 2nd St. N. - Dec. & January	52140 · Utilities	09 - B & G	326.98
02/12/2024	0001696624	Clear Creek Disposal	Cardboard	52140 · Utilities	09 - B & G	133.64
02/12/2024	0001696624	Clear Creek Disposal	Transfered Material - 1/1/24	52140 · Utilities	09 - B & G	159.00
02/12/2024	0001696624	Clear Creek Disposal	Contaminated Recycle Pickup - 12/26/23	52140 · Utilities	09 - B & G	76.58
02/12/2024	0001696624	Clear Creek Disposal	Contaminated Recycle Pickup - 1/2/24	52140 · Utilities	09 - B & G	76.58
02/12/2024	0001696624	Clear Creek Disposal	Contaminated Recycle Pickup - 1/9/24	52140 · Utilities	09 - B & G	76.58
02/12/2024	0001696624	Clear Creek Disposal	Contaminated Recycle Pickup - 1/16/24	52140 · Utilities	09 - B & G	76.58
02/12/2024	0001696624	Clear Creek Disposal	Contaminated Recycle Pickup - 1/23/24	52140 · Utilities	09 - B & G	76.58
02/12/2024	0001696621	Clear Creek Disposal	City Hall - 115 E. Pine St. - Dec. & Janaury	52140 · Utilities	09 - B & G	90.00
02/12/2024	122323	Idaho Power	115 Pine St. - City Hall	52140 · Utilities	09 - B & G	195.70
02/12/2024	122323	Idaho Power	117 Pine St. - Library	52140 · Utilities	09 - B & G	110.26
02/12/2024	122323	Idaho Power	206 N. Main St - Museum	52140 · Utilities	09 - B & G	111.77
02/12/2024	122323	Idaho Power	517 N. 2nd St.	52140 · Utilities	09 - B & G	98.47
02/12/2024	122323	Idaho Power	89 Martin Ln. - Shop	52140 · Utilities	09 - B & G	304.94
						5,771.03
02/12/2024	Est. #00093	High Desert Bobcat - Twin Falls	Replace broken window on leased Toolcat	51090 · Equip Maint & Repairs	10 - Streets	1,576.68
02/12/2024	CL45348	United Oil	Fuel - Streets - Card #26139 - MCGehee	51110 · Fuel	10 - Streets	263.62
02/12/2024	CL45350	United Oil	Streets - Equipment - Card #263960	51110 · Fuel	10 - Streets	896.75
02/12/2024	CL46685	United Oil	Fuel - Streets - Card #26139 - MCGehee	51110 · Fuel	10 - Streets	247.01
02/12/2024	CL46687	United Oil	Streets - Equipment	51110 · Fuel	10 - Streets	1,341.89
02/12/2024	TRFRINV05	Newman Signs, Inc.	Replacement of missing street signs	52070 · Signs	10 - Streets	806.00
02/12/2024	175509	Napa Auto Parts	Adapter for Trailer	52080 · Small Tools & Equipment	10 - Streets	14.99
02/12/2024	175919	Napa Auto Parts	Trailer ball & mounts	52080 · Small Tools & Equipment	10 - Streets	48.98
02/12/2024	175847	Napa Auto Parts	Supplies (non-office) - Battery for Trailer	52090 · Supplies	10 - Streets	120.64
02/12/2024	11604	Ranchers Supply	Ice melt (10 bags)	52090 · Supplies	10 - Streets	109.90
02/12/2024	75857	Valley Wide Cooperative	Clear Caulking & Gloves	52090 · Supplies	10 - Streets	20.98
02/12/2024	204030	LDA Security, LLC.	Keys for Shop	52090 · Supplies	10 - Streets	90.03
02/12/2024	220173	Gem State Welders Supply Inc	Oxygen & Acetylene	52090 · Supplies	10 - Streets	9.61
02/12/2024	176199	Napa Auto Parts	Heavy Duty Degreasing Solution	52090 · Supplies	10 - Streets	104.49
02/12/2024	012024	First Net	Casey	52100 · Telephone	10 - Streets	62.16
02/12/2024	012024	First Net	Public Works phones - was Luke & Solomon	52100 · Telephone	10 - Streets	90.32
02/12/2024	122323	Idaho Power	400 Muldoon Rd.	52140 · Utilities	10 - Streets	78.36

City of Bellevue
CLAIMS PAYABLE
February 12, 2024

Date	Num	Name	Memo	Account	Class	Amount
02/12/2024	0123.24	Idaho Power	100 N. 8th St. - Park	52145 · Utilities - Street Lights	**10 - Streets**	27.89
02/12/2024	0123.24	Idaho Power	114 Elm St. - PED	52145 · Utilities - Street Lights	**10 - Streets**	20.08
02/12/2024	0123.24	Idaho Power	116 Pine St. - PED	52145 · Utilities - Street Lights	**10 - Streets**	51.94
02/12/2024	0123.24	Idaho Power	1461 S. Main St. - Light	52145 · Utilities - Street Lights	**10 - Streets**	22.94
02/12/2024	0123.24	Idaho Power	161 Cowcatcher Loop Lite	52145 · Utilities - Street Lights	**10 - Streets**	3.17
02/12/2024	0123.24	Idaho Power	218 N. Main St. - Light	52145 · Utilities - Street Lights	**10 - Streets**	4.39
02/12/2024	0123.24	Idaho Power	300 E. Cedar Sts. - Park	52145 · Utilities - Street Lights	**10 - Streets**	17.92
02/12/2024	0123.24	Idaho Power	318 Cedar St. - Park	52145 · Utilities - Street Lights	**10 - Streets**	17.92
02/12/2024	0123.24	Idaho Power	508 Broadford Rd. - Light	52145 · Utilities - Street Lights	**10 - Streets**	17.81
02/12/2024	0123.24	Idaho Power	714 Main St. - Light	52145 · Utilities - Street Lights	**10 - Streets**	11.51
02/12/2024	0123.24	Idaho Power	921 Riverside Drive - Light	52145 · Utilities - Street Lights	**10 - Streets**	2.54
02/12/2024	0123.24	Idaho Power	Street Lights	52145 · Utilities - Street Lights	**10 - Streets**	1,288.71
02/12/2024	0123.24	Idaho Power	Street Lights	52145 · Utilities - Street Lights	**10 - Streets**	42.87
02/12/2024	122323	Idaho Power	100 N. 8th St. - Park	52145 · Utilities - Street Lights	**10 - Streets**	16.40
02/12/2024	122323	Idaho Power	116 Pine St. - PED	52145 · Utilities - Street Lights	**10 - Streets**	43.31
02/12/2024	122323	Idaho Power	1461 S. Main St. - Light	52145 · Utilities - Street Lights	**10 - Streets**	13.09
02/12/2024	122323	Idaho Power	161 Cowcatcher Loop Lite	52145 · Utilities - Street Lights	**10 - Streets**	3.17
02/12/2024	122323	Idaho Power	218 N. Main St. - Light	52145 · Utilities - Street Lights	**10 - Streets**	3.79
02/12/2024	122323	Idaho Power	300 E. Cedar Sts. - Park	52145 · Utilities - Street Lights	**10 - Streets**	5.31
02/12/2024	122323	Idaho Power	318 Cedar St. - Park	52145 · Utilities - Street Lights	**10 - Streets**	5.31
02/12/2024	122323	Idaho Power	508 Broadford Rd. - Light	52145 · Utilities - Street Lights	**10 - Streets**	7.69
02/12/2024	122323	Idaho Power	714 Main St. - Light	52145 · Utilities - Street Lights	**10 - Streets**	11.24
02/12/2024	122323	Idaho Power	921 Riverside Drive - Light	52145 · Utilities - Street Lights	**10 - Streets**	2.55
02/12/2024	122323	Idaho Power	Street Lights	52145 · Utilities - Street Lights	**10 - Streets**	1,280.48
02/12/2024	122323	Idaho Power	Street Lights	52145 · Utilities - Street Lights	**10 - Streets**	12.43
02/12/2024	122323	Idaho Power	114 Elm St. - PED	52147 · Street Light Repairs	**10 - Streets**	18.10
02/12/2024	1170085703	Les Schwab	Tires for 2014 Load Trail Black Trailer	52150 · Vehicle Maint & Repair	**10 - Streets**	692.48
02/12/2024	175191	Napa Auto Parts	Hydraulic parts for Grader	52150 · Vehicle Maint & Repair	**10 - Streets**	20.22
02/12/2024	105979	White Cloud Communications, Inc.	Radio Service - Public Works Dept. Feb. 2024 Inv	56045 · Radio Fees	**10 - Streets**	20.00
02/12/2024	R03398/10	High Desert Bobcat - Twin Falls	Reso #23-30/ Rental - Toolcat 1/24/24 - 2/20/24	58150 · Equipment Lease	**10 - Streets**	1,000.00
						10,567.67

City of Bellevue
CLAIMS PAYABLE
February 12, 2024

Date	Num	Name	Memo	Account	Class	Amount
02/12/2024	BDE-24-1-2	BDE Water Professionals	Monthly Fee - January	51073 · Contract Labor	20 - Water	3,000.00
02/12/2024	BDE-24-1-2	BDE Water Professionals	Hourly Apprentice -23 hours @ $60.00 per hr.	51073 · Contract Labor	20 - Water	1,380.00
02/12/2024	BDE-24-1-2	BDE Water Professionals	Hourly Response Chg - 28 hrs @ 90.00 per hr.	51073 · Contract Labor	20 - Water	2,520.00
02/12/2024	BDE-24-1-2	BDE Water Professionals	Hourly Collection Apprentice 28 hrs @ $65.00 hr.	51073 · Contract Labor	20 - Water	1,820.00
02/12/2024	BDE-24-1-2	BDE Water Professionals	Hourly Collection Helper -10 hrs @ $60.00 per hr.	51073 · Contract Labor	20 - Water	600.00
02/12/2024	BDE-24-1-2	BDE Water Professionals	Monthly Backup RC Operator	51073 · Contract Labor	20 - Water	600.00
02/12/2024	BDE-24-1-2	BDE Water Professionals	Fully Licensed Operator - 117 hrs @ 65.00 per hr.	51073 · Contract Labor	20 - Water	7,605.00
02/12/2024	240206A	Garrison, Shane	Water System Management - January	51073 · Contract Labor	20 - Water	2,890.00
02/12/2024	240206A	Garrison, Shane	Hrs outside of retainer/ hr overage - 21 hrs @ $95.00	51073 · Contract Labor	20 - Water	1,995.00
02/12/2024	203224	LDA Security, LLC.	Replace doors & locks - Chestnut Well - Inv.	51160 · Maintenance & Repairs	20 - Water	4,635.58
02/12/2024	15466	Lunceford Excavation, Inc.	131 Tendoy- water leak repair, ok per Bryson 2/7/24	51160 · Maintenance & Repairs	20 - Water	850.00
02/12/2024	0073612-IN	Digline Inc.	Monthly Fee	52050 · Professional Services	20 - Water	40.20
02/12/2024	INV0005299	Core & Main	Ret. Injectable Quill - Pump house chlorine upgrades	52090 · Supplies	20 - Water	708.37
02/12/2024	012024	First Net	PW On call phone - Water - 208-309-6733	52100 · Telephone	20 - Water	45.16
02/12/2024	30394	Water Dynamics, LLC dba M.V. Labs	Drinking Water Samples	52110 · Test Samples	20 - Water	120.00
02/12/2024	012224	Idaho Power	100 Slaughterhouse Gulch Rd. Pump House	52140 · Utilities	20 - Water	164.44
02/12/2024	012224	Idaho Power	32 Muldoon Rd. - WTNK	52140 · Utilities	20 - Water	20.61
02/12/2024	012224	Idaho Power	400 Muldoon Rd.	52140 · Utilities	20 - Water	42.62
02/12/2024	012224	Idaho Power	805 Chestnut St. - Pump	52140 · Utilities	20 - Water	100.84
02/12/2024	012224	Idaho Power	90 1/2 Tendoy St. - Well	52140 · Utilities	20 - Water	37.42
02/12/2024	012224	Idaho Power	90 Tendoy St Well	52140 · Utilities	20 - Water	239.31
02/12/2024	012424	Intermountain Gas - Strahorn P.S.	Strahorn Pump Station	52140 · Utilities	20 - Water	26.27
02/12/2024	0123.24	Idaho Power	400 Muldoon Rd. - Light	52145 · Utilities - Street Lights	20 - Water	45.38
02/12/2024	105979	White Cloud Communications, Inc.	Radio Service - Public Works Dept. - Feb. 2024 Inv	56045 · Radio Fees	20 - Water	20.00
02/12/2024	7624	Merrick & Company	Drinking Water Facility Plan - 94.26% Comp	58120 · Const & Improvement	20 - Water	10,000.00
02/12/2024	R03498/20	High Desert Bobcat - Twin Falls	Reso #23-30 - Rental - Toolcat - 1/24/24 - 2/20/24	58150 · Equipment Lease	20 - Water	1,000.00
02/12/2024	012024	First Net	IBR9001, IBR6007, IBR6002, IBR6006, IBR6004, IBR	58240 · Scada Maint & Repairs	20 - Water	172.16
02/12/2024	012024	First Net	IBR600 8-3A	58240 · Scada Maint & Repairs	20 - Water	43.04
02/12/2024	012024	First Net	IBR600 8-3	58240 · Scada Maint & Repairs	20 - Water	43.04
						40,764.44

City of Bellevue
CLAIMS PAYABLE
February 12, 2024

Date	Num	Name	Memo	Account	Class	Amount
02/12/2024	BDE-24-1-1	BDE Water Professionals	Monthly Fee - January	51073 · Contract Labor	**30 - Wastewater**	4,000.00
02/12/2024	BDE-24-1-1	BDE Water Professionals	Hourly Apprentice - 60.5 hours @ $65.00 per hr.	51073 · Contract Labor	**30 - Wastewater**	3,932.50
02/12/2024	BDE-24-1-1	BDE Water Professionals	Hourly response chg. - 28 hours @ $90.00 per hr.	51073 · Contract Labor	**30 - Wastewater**	2,520.00
02/12/2024	BDE-24-1-1	BDE Water Professionals	Hourly Apprectice Helper - 48 hours @ $60.00 per hr.	51073 · Contract Labor	**30 - Wastewater**	2,880.00
02/12/2024	CL45346	United Oil	Fuel Wastewater - Card #261554	51110 · Fuel	**30 - Wastewater**	110.14
02/12/2024	CL45346	United Oil	Fuel - Wastewater - Card #263140	51110 · Fuel	**30 - Wastewater**	148.61
02/12/2024	323657	Floyd Lilly Co.	Sewage Pump - WW Treatment Plant, per Bryson	51160 · Maintenance & Repairs	**30 - Wastewater**	1,972.81
02/12/2024	0073612-IN	Digline Inc.	Monthly Fee	52050 · Professional Services	**30 - Wastewater**	40.20
02/12/2024	51777890	Univar Solutions USA, Inc.	2 plts of Potassium Nitrate for WW Invoice 51777890	52090 · Supplies	**30 - Wastewater**	8,388.00
02/12/2024	075952/9	Valley Wide Cooperative	Supplies for cleaning Sewer Plant	52090 · Supplies	**30 - Wastewater**	107.32
02/12/2024	075953/9	Valley Wide Cooperative	Credit - Returned Item	52090 - Supplies	**30 - Wastewater**	-24.98
02/12/2024	0014066299	Silver Creek Supply	Transfer Pump for Chlorine @ WW Treatment Plant	52090 · Supplies	**30 - Wastewater**	281.50
02/12/2024	012024	First Net	Public Works - was Tater -208-309-1609	52100 · Telephone	**30 - Wastewater**	50.19
02/12/2024	30395	Water Dynamics, LLC dba M.V. Labs	Coliform, Nitrate, Nitrite, Phosph, Chloride Samples	52110 · Test Samples	**30 - Wastewater**	328.00
02/12/2024	126112	Go-Fer It Express Inc.	Sample deliveries to Magic Valley Labs	52110 · Test Samples	**30 - Wastewater**	50.40
02/12/2024	012424	Intermountain Gas	130 Riverview	52140 · Utilities	**30 - Wastewater**	176.11
02/12/2024	012224	Idaho Power	1269 Glen Aspen Drive - Lift	52140 · Utilities	**30 - Wastewater**	31.82
02/12/2024	012224	Idaho Power	130 Riverview Drive - Lift	52140 · Utilities	**30 - Wastewater**	222.07
02/12/2024	012224	Idaho Power	31 Alyson Rd. - Lagoon	52140 · Utilities	**30 - Wastewater**	780.67
02/12/2024	012224	Idaho Power	31 Alyson Rd. - Main	52140 · Utilities	**30 - Wastewater**	1,925.34
02/12/2024	012224	Idaho Power	80 Honeysuckle Lift	52140 · Utilities	**30 - Wastewater**	22.59
02/12/2024	012224	Idaho Power	88 Martin Ln. - Lift	52140 · Utilities	**30 - Wastewater**	154.97
02/12/2024	012224	Idaho Power	90 Tendoy St. - Lift	52140 · Utilities	**30 - Wastewater**	39.34
02/12/2024	0001696622	Clear Creek Disposal	31 Alyson Lane - on call service - WO#528697	52140 · Utilities	**30 - Wastewater**	34.09
02/12/2024	105979	White Cloud Communications, Inc.	Radio Service - Public Works Dept. - Feb. 2024 Inv	56045 · Radio Fees	**30 - Wastewater**	20.00
02/12/2024	R03498/30	High Desert Bobcat - Twin Falls	Reso #23-30 - Rental - Toolcat - 1/24/24 - 2/20/24	58150 · Equipment Lease	**30 - Wastewater**	1,000.00
02/12/2024	012024	First Net	IBR9001, IBR6007, IBR6002, IBR6006, IBR6004, IBR(	58240 · Scada Maint & Repairs	**30 - Wastewater**	172.16
						29,363.85
				TOTAL CLAIMS PAYABLE		**135,461.96**

City of Bellevue
CLAIMS PAYABLE
February 12, 2024

City of Bellevue

City of Bellevue
Regular Common Council Meeting
February 12, 2024

Agenda Item 7b: Request for Funds

Street Department

Request for Four (4) Kenwood UHF Portable Radios in the Amount of $3,412.00 with an *Additional Monthly Service Fee of $60.00* ($15.00 per month for four (4) radios)

Action Item: Casey McGehee, Streets Supervisor

Note: The radios will be utilized by the city's three (3) Streets Department employees and one (1) radio will be utilized by Pappas in order to communicate one with another

Suggested Motion: Move to Approve the "Consent Agenda" as: *amended, corrected, or as presented*

Attachment(s): White Cloud Communications / Auto Phones
Quote – Dated February 2, 2024

WhIte Cloud Communications / Auto Phones

WO#

Sales Order [ ] **Quotation** [XXXX] **Invoice #** _____

Twin Falls
663 Main Ave East, Twin Falls, ID 83301
PO Box 466, Twin Falls, ID 83303
(208) 733-5470, FAX: (208) 735-1778

Boise
4732 Fenton Street, Garden City, ID 83714
(208) 362-8700, FAX: 208-362-8900

Burley
712 Albion Ave., Burley, ID 83318
(208) 678-8991

Idaho Falls
844 Milligan Rd, Idaho Falls, ID 83402
(208) 932-9296

Bellevue Street Dept

			Date	Sales Rep
Bellevue Street Dept	Shelly Shoemaker	Casey McGehee	02/02/24	Eric
			Fax #	

Qty	Model #		Serial #		Extended Price
4	NX-3300K2	Kenwood UHF portable radio		656.00	2,624.00
4	KWD-3501TR	NXDN trunking license		25.00	100.00
4	RKNB57-LIP	Richcom battery		94.00	376.00
4	KSC-25LSK	Single bay charger		48.00	192.00
4	Program	Program radios		30.00	120.00
		Monthly service $15 per radio			

Special and/or Billing Instructions:

For questions please contact Eric Smallwood at 208-720-0113 or eric@whitecloudcom.com

Customer Acknowledgement of Receipt	Date	Customer P.O.

Total Equipment			3,412.00
Sales Tax			
	Qty		
Programming			
Installation			
Radio Refresh			
Freight			
Shipping			
TOTAL			3,412.00

Acceptance of Sales Order / Quotation

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to order the above tiems and/or authorize the the described labor. Payment will be made according to invoiced terms. Any alteration or deviation from the above Sales Order / Quotation involving extra costs shall be executed only upon written orders and shall become an extra charge over and above this Sales Order / Quotation.

Date of Acceptance

Authorized Signature

Quotations are valid for 30 days.

City of Bellevue

City of Bellevue
Regular Common Council Meeting
February 12, 2024

Agenda Item 8a: **NEW BUSINESS**:

Consideration of Resolution No. 5363, A Resolution of the Mayor and Common Council of the City of Bellevue, Idaho, Authorizing the Mayor to Sign the Engineers Joint Contract Documents Committee (EJCDC) Agreement Between the City of Bellevue (Owner) and Merrick Company (Engineer for Professional Services) Relating to the Drinking Water Project

Action Item: Chris Johnson, Mayor

Presentation: Greg Dye and Stuart Hurley, Merrick and Company

Note: **None**

Suggested Motion: Move to Adopt Resolution No. 5363, A Resolution of the Mayor and Common Council of the City of Bellevue, Idaho, Authorizing the Mayor to Sign the Engineers Joint Contract Documents Committee (EJCDC) Agreement Between the City of Bellevue (Owner) and Merrick Company (Engineer for Professional Services) Relating to the Drinking Water Project

***OR** – as amended or with the following conditions*

Attachment(s) Resolution 5363; and
Engineers Joint Contract Documents Committee (EJCDC) Agreement

CITY OF BELLEVUE, IDAHO
RESOLUTION NO. 2363

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF BELLEVUE, IDAHO, AUTHORIZING THE MAYOR TO EXECUTE THE ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC) AGREEMENT BETWEEN THE CITY OF BELLEVUE (OWNER) AND MERRICK COMPANY (ENGINEER FOR PROFESSIONAL SERVICES) RELATING TO THE DRINKING WATER PROJECT (PROJECT)

WHEREAS, the City of Bellevue, Idaho (Owner), approved Resolution 2271 on the 26th day of September 2022, authorizing the mayor to sign all applications, funding agreements, and other documents relating to drinking water project (Project); and

WHREAS, the City of Bellevue, Idaho (Owner), approved Resolution No. 5345 on the 23rd day of October, 2023, amending its Owner-Engineer Agreement (Agreement) to change the name of the Engineer for Professional Services (Engineer) Mountain Waterworks, Inc. to Merrick and Company; and

WHEREAS, the City desires to enter into an Engineers Joint Contract Documents Committee (EJCDC) Agreement with Merrick and Company as its Engineer for the Project utilizing the preferred documents by the Idaho Department of Environmental Quality State Revolving Fund and Leading Idaho Fund for major projects with agency funding.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Bellevue, Idaho, as follows:

Section1. The Agreement is approved substantially in the form presented at the February 12, 2024, regular Common Council meeting.

Section 2. The Agreement is adopted as a binding obligation of the City and that changes *may* later be made to the Agreement *if* the Changes ("Approved Changes") are approved by the City's Common Council and that the signing of the Approved Changes and any related documents are conclusive evidence of the approval of the changes.

Section 3. The Mayor is authorized to execute the Agreement for the City's Drinking Water Project with Merrick and Company.

PASSED and ADOPTED by the Common Council and signed by the Mayor of the City of Bellevue, Idaho, this 12th day of February 2024.

_____
Chris Johnson, Mayor

ATTEST:

_____
Michelle K. Vest Snarr, City Clerk

CITY OF BELLEVUE, IDAHO
Regular Common Council Meeting, February 12, 2024

RESOLUTION 5363
A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF BELLEVUE, IDAHO, AUTHORIZING THE MAYOR TO EXECUTE THE ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC) AGREEMENT BETWEEN THE CITY OF BELLEVUE (OWNER) AND MERRICK COMPANY (ENGINEER FOR PROFESSIONAL SERVICES) RELATING TO THE DRINKING WATER PROJECT (PROJECT)

MOTION: Council Member _____ moved to Adopt Resolution No. 5363, A Resolution of the Mayor and Common Council of the City of Bellevue, Idaho, Authorizing the Mayor to Execute the Engineers Joint Contract Documents Committee (EJCDC) Agreement Between the City of Bellevue (Owner) and Merrick Company (Engineer for Professional Services) Relating to the Drinking Water Project (Project). Council Member _____ seconded the motion. Council Members voting aye: Members _____, _____, _____, _____, _____, and _____. Members voting nay: _____. The motion passed _____.

ROLL CALL	**AYE**	**NAY**
Council Member Carreiro	_____	_____
Council Member Shay	_____	_____
Council Member Leahy	_____	_____
Council President Giordani	_____	_____
Council Member Mahoney	_____	_____
Council Member Obenauf	_____	_____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

National Society of Professional Engineers®

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of [ ] ("Effective Date") between

City of Bellevue, Idaho ("Owner") and

Merrick & Company ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
2024 Drinking Water System Improvements

("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: **The 2023 Drinking Water Facility Plan identified the following projects for Idaho Department of Environmental Quality compliance:**

- **SS-1: Seamans Creek New Springs Collection System**
- **TD-1: Seamans Creek Springs Collection Transmission Reconstruction**
- **TD-2a: Highway 75 Watermain Improvements – Phase 1**
- **TD-3: Distribution System Investigation**
- **LE-1: Seamans Creek Springs Land Purchase and Easements**

The overall project will be divided into two components. Component 1 will focus on project TD-2a: Highway 75 Watermain Improvements – Phase 1 to coordinate with the Idaho Transportation Department (ITD) schedule for design and construction. Component 2 will involve conducting field investigative studies, report preparation, land survey to support land purchase and easement acquisition, design, and construction services for projects SS-1: Seamans Creek New Springs Collection System, TD-1: Seamans Creek Springs Collection Transmission Reconstruction, TD-3: Distribution System Investigation, and LE-1: Seamans Creek Springs Land Purchase and Easements.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

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B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

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ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within ~~30~~ **60** days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

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5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for

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modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date to Laws and Regulations;

b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal

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securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written

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verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner

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and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner*: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer*: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

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2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

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6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

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C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or

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under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material

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of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables,

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whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

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29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, Notice of Acceptability of Work.

F. ~~Exhibit F, Construction Cost Limit.~~ **Not Used**Exhibit G, Insurance.

G. Exhibit H, Dispute Resolution.

H. Exhibit I, Limitations of Liability.

I. Exhibit J, Special Provisions.

J. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

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8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: [ ]	Engineer: **Merrick & Company**
By: [ ]	By: [ ]
Print name: [ ]	Print name: **Stuart Hurley, P.E.**
Title: [ ]	Title: **Idaho Water Practice Lead**
Date Signed: [ ]	Date Signed: [ ]
	Engineer License or Firm's Certificate No. (if required): **C-1108**
	State of: **Idaho**
Address for Owner's receipt of notices: [ ]	Address for Engineer's receipt of notices: **P.O. Box 9906** **Boise, ID 83707**
Designated Representative (Paragraph 8.03.A): [ ]	Designated Representative (Paragraph 8.03.A): **Stuart Hurley**
Title: [ ]	Title: **Idaho Water Practice Lead**
Phone Number: [ ]	Phone Number: **208-780-3994**
E-Mail Address: [ ]	E-Mail Address: **stuart.hurley@merrick.com**

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This is **EXHIBIT A**, consisting of [19] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

    a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: **Idaho Department of Environmental Quality compliance projects as identified in the 2023 Water Facility Plan: SS-1: Seamans Creek New Springs Collection System, TD-1: Seamans Creek Springs Collection Transmission Reconstruction, TD-2a: Highway 75 Watermain Improvements – Phase 1, and TD-3: Distribution System Investigation.**

    ~~b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~

    ~~c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [ ] *[insert specific number]* alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study

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and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Perform or provide the following other Study and Report Phase tasks or deliverables:

    a. <u>Perform Distribution System Investigation (TD-3)</u>

        1) <u>Provide project management and administration. Prepare invoices and progress reports.</u>
        2) <u>Conduct testing of fire flow and pressure at representative locations throughout the distribution system. Prepare a scaled drawing of the</u>

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distribution system showing the location of the fire flow and pressure tests. Note the deficiencies and classify their severity.

3) **Conduct an on-site system-wide distribution leak detection and location analysis to determine potential areas of significant leakage. Obtain GPS coordinates of detected leaks. Prepare a scaled drawing of the distribution system showing the location and GPS coordinates of the detected leaks. Classify density of leaks – ranging from "Swiss cheese" pipe clusters to isolated leaks.**
4) **Observe potholing of select isolated leaks to confirm leak and location. Provide engineering services for the repair to pipe, if necessary. Document location, magnitude, and type of leak and type of repair. Prepare scaled drawing showing location of repairs.**
5) **Combine fire flow deficiencies and leak repairs into projects and prioritize projects.**
6) **Prepare draft and final report summarizing the: 1) results of fire flow and pressure tests, 2) leaks that were identified, if repaired or not, location, magnitude, and type of leak and type of repair and 3) future repairs, and priority of repair projects to be considered for design and construction in subsequent phases of the project. Prepare a map of the distribution system showing the location of the identified leaks.**
7) **Deliverables include: scaled drawings of the distribution system showing the location and GPS coordinates of the detected leaks, location of repairs, and location of future projects; observation of potholing and leak repair; scaled drawing of the distribution system showing the location of fire flow and pressure testing and location of future projects to corrected deficiencies; draft and final report; invoices and progress reports.**

15. Furnish **one electronic** review cop**y**~~ies~~ of the Report and any other Study and Report Phase deliverables to Owner within **240** days of the Effective Date and review it with Owner. Within **fourteen** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish **one electronic** cop**y**~~ies~~ of the revised Report and any other Study and Report Phase deliverables to the Owner within fourteen days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for

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completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

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a. **Provide project management and administration. Prepare invoices and progress reports.**

b. **Conduct kickoff meeting. Prepare agenda and minutes.**

c. **Prepare Preliminary Engineering Report for SS-1: Seamans Creek New Springs Collection System, TD-1: Seamans Creek Springs Collection Transmission Reconstruction, and TD-2a: Highway 75 Watermain Improvements – Phase 1**

d. **Update Opinions of Probable Construction Cost**

e. **Coordinate project TD-2a: Highway 75 Watermain Improvements – Phase 1 with the ITD State Highway 75 project. Obtain drawings and information from ITD on the Highway 75 project for segment of piping improvements. Develop an approach to provide a package of drawings and specifications for the watermain improvements to be included in the Highway 75 project.**

f. **Prepare preliminary plan and profile drawings for TD-1: Seamans Creek Springs Collection Transmission Reconstruction and TD-2a: Highway 75 Watermain Improvements – Phase 1.**

g. **Submit Preliminary Engineering Report to the City and IDEQ for review and comment.**

h. **Prepare preliminary plan of site and floor layout for chlorination facility and**

i. **Conduct review meeting to go over City review comments. Prepare agenda and minutes.**

j. **Capture review comments in a Comment-Response Log and provide a response to each comment.**

k. **Conduct QA/QC**

l. **Deliverables include: Preliminary Engineering Report (Anticipate 2 separate reports, one for TD-2a: Highway 75 Watermain Improvements – Phase 1 and a second for SS-1: Seamans Creek New Springs Collection System, TD-1: Seamans Creek Springs Collection Transmission Reconstruction), kick off and project review meetings, invoices, progress reports.**

10. Furnish **one electronic** review cop**y**~~ies~~ of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within **60** days of authorization to proceed with this phase, and review them with Owner. Within **14** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner **one electronic** cop**y**~~ies~~ of the revised Preliminary

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Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within **21** days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the ~~revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables~~ **Engineering Report**.

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, ~~revised~~ opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

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9. Perform or provide the following other Final Design Phase tasks or deliverables:

   a. **Prepare final design drawings and specifications for SS-1: Seamans Creek New Springs Collection System, TD-1: Seamans Creek Springs Collection Transmission Reconstruction, and TD-2a: Highway 75 Watermain Improvements – Phase 1. Coordinate project TD-2a: Highway 75 Watermain Improvements – Phase 1 with the ITD State Highway 75 project. Develop a package of drawings and specifications for the watermain improvements to be included in the Highway 75 project. Develop a second package of drawings and specifications for SS-1: Seamans Creek New Springs Collection System and TD-1: Seamans Creek Springs Collection Transmission Reconstruction**

   b. **Prepare two 50% Design Submittals (one for each design package) and submit to City for review. Prepare draft drawings and specifications, including those for electrical and controls. Specifications will incorporate EJCDC specifications. Incorporate comments from the City and DEQ on the Preliminary Engineering Report into the Documents.**

   c. **Conduct review meeting to go over 50% Submittal. Prepare agenda and minutes.**

   d. **Capture review comments on the 50% submittal in a Comment-Response Log and provide a response to each comment.**

   e. **Prepare two 100% Design Submittals (one for each design package) and submit to the DEQ and City for Review. Prepare final drawings and specifications. Incorporate comments on the 50% Submittal into the Documents.**

   f. **Capture review comments on the 100% submittal in a Comment-Response Log and provide a response to each comment. Revise documents to reflect comments from DEQ and City.**

   g. **Prepare two Final Design Submittals (one for each design package) and Submit to DEQ and City.**

   h. **Conduct QA/QC**

   i. **Prepare Opinion of Probable Construction Cost (OPCC)**

   j. **Deliverables include: Two 50% Design Submittals with OPCC, two 100% Design Submittals with OPCC, two Final Design Submittals with OPCC, invoices and progress reports.**

10. Furnish for review by Owner, its legal counsel, and other advisors, **one electronic** cop**y1** of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within **200** days of authorization to proceed with the Final Design Phase, and review them with Owner. Within **14** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

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11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit **one electronic** final copy of such documents to Owner within **14** days after receipt of Owner's **and Idaho Department of Environmental Quality's** comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **one**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

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5. Consult with Owner as to the qualifications of ubcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:

   a. Provide project management and administration. Prepare invoices and progress reports.

   b. Deliverables include: addenda, bid opening, bid tabulation, final contracts for Work, invoices and progress reports.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

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2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D**.**

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if

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the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer

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will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

~~18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a

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copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

    b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from

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Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

    a. Provide project management and administration. Prepare invoices and progress reports.

    b. Deliverables include invoices and progress reports.

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

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A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

~~3. Perform or provide the following other Post-Construction Phase tasks or deliverables:~~

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

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4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

    a. detailed consideration of operations, maintenance, and overhead expenses;

    b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

    c. preparation of appraisals;

    d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

    e. detailed quantity surveys of materials, equipment, and labor; and

    f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

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13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

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28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

30. Providing the following services related to LE-1: Seamans Creek Springs Land Purchase and Easements.

a. Provide project management and administration. Prepare invoices and progress reports.

b. Prepare maps showing land ownership and extents of land acquisition and easements.

c. Assess the value of the easements and land acquisition for the Springs Transmission Main, including the springs and chlorination facilities.

d. Survey and record easements and land acquisitions.

31. Provide the following service related to SS-1: Seamans Creek New Springs Collection System and TD-1 Seamans Creek Springs System Transmission Main.

a. Perform a geotechnical investigation and prepare a summary report.

b. Perform a land survey to obtain topographical information and prepare a topographic map.

c. Deliverables include: Invoices and progress reports, appraisals of value of easements and land acquisitions, and survey records and documents.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

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4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B**, consisting of [4] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.

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4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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T. Perform or provide the following:

1. **Provide consolidated, written review comments on draft reports and deliverables.**

2. **Participation in site visits and meetings.**

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This is **EXHIBIT C**, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [ ].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. A Lump Sum amount of $1,145,710 based on the following estimated distribution of compensation:

a.	Study and Report Phase	$188,480
b.	Preliminary Design Phase	$207,370
c.	Final Design Phase	$531,420
d.	Bidding and Negotiating Phase	$38,680
e.	Construction Phase	$172,000
f.	Post-Construction Phase	$7,760

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: None

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

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B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 13 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

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COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. **For project TD-2a, t**~~T~~he total compensation under this paragraph is estimated to be $**22,400** based upon full-time RPR services ~~on an eight-hour workday,~~ Monday through Friday, over a **21** day construction schedule. **For project SS-1 and TD-1, the total compensation under this paragraph is estimated to be $146,560 based upon part-time RPR services, Monday through Friday, over a 180 day construction schedule.**

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **1.10.**

4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1st, each calendar year** to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

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1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.10.**

2. *Factors*: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. *Estimated Compensation Amounts*:

    a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

    b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General*: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

2. The following is an estimated and itemized breakdown with line item estimates for each additional services task. Use of the budget in these line items may be shifted to other items where required.

Task	Budget
Record Drawings	$20,000
O&M manual update	$15,000
Funding Administration	$18,000
AIS Compliance Assistance	$18,000
Contractor Startup Assistance	$16,000
Topographic Survey	$130,000
Geotechnical Investigation and Report	$20,000
Survey and Recording for Land Purchase and Easements	$55,000
Appraisals	$30,000
Map and Diagram Preparation	$4,000
Total:	$326,000

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities;

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toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.10.**

4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1st, each year**) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.10.**

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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This is **Appendix 1 to EXHIBIT C**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions – Black & White		**$ 0.35/page**
8"x11" Copies/Impressions - Color		**$ 1.05/ page**
Copies of Drawings		**$ 5.00/sheet**
Mileage (auto)		**Mileage Rates/per IRS Regulations**
Laboratory Testing		**Cost Times a Factor of 1.10**
Meals and Lodging		**Per Diem and Lodging Rates/per IRS Regulations**
Leak Detection Equipment		**$1,000/day**

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This is **Appendix 2 to EXHIBIT C**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Billing Class/Description	Hourly Rate
Senior Practice Leader (Engineering & Technical Design)	$300.00
Senior Practice Leader (Construction Consulting & Observation)	$275.00
Practice Leader (Engineering & Technical Design)	$275.00
Practice Leader (Construction Consulting & Observation)	$250.00
Senior Practice Leader (Design Services & CADD)	$250.00
Practice Leader (Workflow Efficiency Specialist/Funding Administration)	$235.00
Practice Leader (Design Services & CADD)	$235.00
Senior Technical Consultant	$230.00
Senior Design Manager	$225.00
Senior Construction Consultant	$220.00
Senior Project Manager	$220.00
Technical Consultant	$220.00
Project Manager	$210.00
Senior Practice Leader (Workflow Efficiency Specialists/Government Affairs & Funding Administration)	$210.00
Construction Consultant	$205.00
Senior Design Consultant	$200.00
Senior Consultant	$200.00
Senior Project Engineer	$200.00
Senior Workflow Efficiency Specialist	$200.00

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Construction Observer IV	**$190.00**
Project Engineer V	**$190.00**
Design Manager	**$180.00**
Senior Construction Observer	**$180.00**
Construction Observer III	**$170.00**
Designer V	**$170.00**
Project Engineer IV	**$170.00**
Construction Observer II	**$160.00**
Administrator IV	**$155.00**
Designer IV	**$155.00**
Project Engineer III	**$155.00**
Workflow Efficiency Consultant	**$155.00**
Designer III	**$140.00**
Project Engineer II	**$140.00**
Construction Observer I	**$130.00**
Project Engineer I	**$125.00**
Administrator III	**$120.00**
Designer II	**$120.00**
Administrator II	**$110.00**
Administrator I	**$100.00**
Designer I	**$100.00**

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This is **EXHIBIT D**, consisting of [5] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but

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not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison:*

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples:*

    a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

    b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

    c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed* M*odifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

    a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

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removed and replaced, or accepted as provided in the Construction Contract Documents.

b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*:

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

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d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion*:

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

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c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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This is **EXHIBIT E**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: 2024 Drinking Water Improvements

OWNER: City of Bellevue, Idaho

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: Merrick & Company

NOTICE DATE:

To: **City of Bellevue**_____
Owner

And To: _____
Contractor

From: **Merrick & Company**_____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer's professional opinion.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

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This is **EXHIBIT G**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1) Bodily injury, each accident: $500,000
2) Bodily injury by disease, each employee: $500,000
3) Bodily injury/disease, aggregate: $500,000

c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage): $1,000,000
2) General Aggregate: $2,000,000

d. Excess or Umbrella Liability – Not Applicable

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

$1,000,000

f. Professional Liability –

1) Each Claim Made $1,000,000
2) Annual Aggregate $2,000,000

g. Other (specify): Not Applicable

2. By Owner:

a. Workers' Compensation: Statutory

b. Employer's Liability --

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1) Bodily injury, Each Accident $500,000
2) Bodily injury by Disease, Each Employee $500,000
3) Bodily injury/Disease, Aggregate $500,000

c. General Liability --

1) General Aggregate: $[NA]
2) Each Occurrence (Bodily Injury and Property Damage): $[NA]

d. Excess Umbrella Liability

1) Per Occurrence: $[ ]
2) General Aggregate: $[ ]

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

$1,000,000

f. Other (specify): $[NA]

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. Merrick & Company
Engineer

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

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This is **EXHIBIT H**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by **to be named mediator as agreed upon by both parties**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

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This is **EXHIBIT I**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted byLaws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. ~~If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed $[ ].~~

~~2. Exclusion of Special, Incidental, Indirect, and Consequential Damages: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to:~~

B. *Indemnification by Owner*: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or

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destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

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This is **EXHIBIT J**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Special Provisions

Paragraph(s) [ ] of the Agreement is/are amended to include the following agreement(s) of the parties:

PROFESSIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT
The following services are not included in this Agreement between Owner and Engineer:

- **Realtor support for land acquisition**
- **Laboratory costs associated with water quality testing/sampling**
- **Attorney and/or legal council**
- **Environmental permitting, reporting, or studies**
- **Environmental assessments (EA) or Environmental Impact Statements (EIS)**
- **Cultural Site Survey(s)**
- **Design engineering associated with electrical transmission facilities, or offsite electrical facilities**

Engineer certifies the following:

1. **Non-Ownership or Operation by China. It is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China.**

2. **No Boycott of Israel. It has ten (10) or fewer employees or it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control, as defined in Idaho Code Section 67-2346.**

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This is **EXHIBIT K**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

____ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	$_____
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

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Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:	ENGINEER:
_____	_____
By: _____	By: _____
Print name: _____	Print name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

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City of Bellevue

City of Bellevue
Regular Common Council Meeting
February 12, 2024

Agenda Item 8b: **NEW BUSINESS**:

Consideration of a Findings of Fact for the Lot-Line Adjustment Application Submitted by Galena-Benchmark Engineering on behalf of Mountain Rides Transportation Authority, Located at 117 and 121 Clover Street (LOTS 5, 6, and 7, BLOCK 1, Southern Belle Business Park Subdivision)

Action Item: Chris Johnson, Mayor

Note: **Per the City of Bellevue Code** §11-6-1. Lot Line Readjustment: Procedure: The Administrator shall provide ***written notice*** of said application to owners of property immediately adjacent to the subject property. Said notice shall inform adjacent property owners (300-feet) that may comment on the application during a period of not less than ten (10) days after mailing of notice and prior to final action on said application.

Written Notice: Mailed January 30, 2024

Lot-Line Adjustment application submitted by Mountain Rides Transportation Authority Located at 117 and 121 Clover Street, Bellevue Idaho, which would abandon the lot line between Lot 5, Block 1, Southern Belle Business Park Subdivision and Lot 7, Block 1, Southern Belle Business Park Subdivision, **Creating Lot 6A, Block 1, Southern Belle Business Park Subdivision.**

Suggested Motion:
STAFF REPORT:

Move to approve this application submitted by Mountain Rides Transportation Authority for a Lot Line Adjustment for the properties located at LOTS 5, 6, and 7 BLOCK 1, Bellevue Idaho, proposed LOT 6A, BLOCK 1, Lot Line Readjustments Standards and Criteria to Conditions 1 – 2 as shown in the finding of fact.

OR

a. complies with the applicable criteria set forth under Title 11 §11-6-1, Lot Line Readjustment Standard and Criteria

b. Does Not Comply with the application standards set forth under City of Bellevue Code Section: §11-6-1.

Suggested Motion

***FINDINGS OF FACT, CONCLUSION of LAW**:*

c. move to approve this application submitted by Mountain Rides Transportation Authority for a Lot Line Adjustment for the properties located at LOTS 5, 6, and 7 BLOCK 1, Bellevue Idaho, proposed LOT 6A, BLOCK 1, Lot Line Readjustments Standards and Criteria to Conditions 1 – 2 as shown in the finding of fact

OR

d. complies with the applicable criteria set forth under Title 11 §11-6-1, Lot Line Readjustment Standard and Criteria

e. Does Not Comply with the application standards set forth under City of Bellevue Code Section: §11-6-1.

Attachment(s):

1. Letter of Transmittal
2. Lot-Line Adjustment/ Interior Lot Line Vacation Application
3. Written Notice to Adjacent Property Owners
4. CLTA Guarantee (Stewart Title)
5. Quitclaim Deed
6. Warranty Deed (Dohse)
7. Southern Belle Business Park Subdivision - Block 1, Lot 6B (Lot-Line Plat)
8. Blaine County Parcel Map (existing Block 1, Lot 6A and 5)

City of Bellevue
115 E Pine Street
P. O. Box 825 Bellevue, ID 83313
208-788-2128 Fax 208-788-2092

RECEIVED
JAN 0 8 2024
By

LOT LINE ADJUSTMENT/ INTERIOR LOT LINE VACATION APPLICATION

SUBDIVISION INFORMATION	
Preliminary Plat ☐	**Final Plat** ☒
Proposed Name of Subdivision: Southern Belle Business Park Sub'd: Block 1, Lot 6B	
Street Address: 117 & 121 Clover Street, Bellevue, Idaho 83313	
Mailing address: Mountain Rides, POB 3091, Ketchum, ID 83340	
Legal Description of property: Lot 5 & Lot 6A, Block 1, Southern Belle Business Park Subdivision	
Current Zoning of Property: Light Industrial Zone	
Regular Plat- 5 or more residential parcels: ☐	Lot Line Adjustment ☒
Engineer Name & Contact: Galena-Benchmark Engineering	

PROPERTY OWNER		
Property Owner Name: Mountain Rides Transportation Authority		
Mailing Address: POB 3091, Ketchum, ID 83340		
Phone #: 208-788-7433	Fax #:	Cell #:
Email Address: ~~tucker~~ wally@mountainrides.com		
On behalf of Trust or LLC- Contact:		

Property Owner Consent:

By Signature hereon, the property owner acknowledges that the City Officials and/or employees may, in the performance of their functions, enter upon the property to inspect, post legal notices, and/or other standard activities in the course of processing this application, pursuant to Idaho Code §67-6507. The property owner is also hereby notified that members of the Planning and Zoning Commission and City Council are required to generally disclose the content of any *ex parte* discussion (outside the hearing) with any person, including the property owner or representative, regarding this application.

Property Owners Signature: _____ Date: 01 / 05 / 2024

FEE SCHEDULE

**Fees: Cost of additional noticing, recording fees etc. will also be assessed.*

**** ALL LEGAL, ENGINEERING AND OTHER CONSULTANT REVIEW FEES SHALL BE REIMBURSED 100% BY THE APPLICANT.***

☒ Lot Line Adjustment: $300.00 $_____

☒ Publication: $80.00 $_____

☒ Mailing: Market price $_____

TOTAL: **$** _____

PLEASE BILL US THE REMAINDER.

CITY OF BELLEVUE
BELLEVUE COMMON COUNCIL
Public Meeting on September 11, 2023, at 5:30 p.m.

REGARDING AN APPLICATION OF:	**STAFF REPORT:**
Mountain Rides Transportation Authority for a Lot Line Adjustment for the properties located at 117 & 121 Clover Street, Bellevue, ID: LOTS 5, 6 and 7, BLOCK 1, Southern Belle Business Park Subdivision, Bellevue Idaho	By: Michelle Snarr, Clerk Date: February 12, 2024

REQUESTED ACTION: Lot Line Adjustment approval to abandon the lot line between lots 5 and 7, Southern Belle Business Subdivision Park, City of Bellevue. A Design Review application for the subject property was approved February 12, 2024, and one of the conditions of approval was the recording of a plat to consolidate the subject lots. The new legal description is Lot 6A, Block 1 Southern Belle Business Subdivision Park, City of Bellevue and is proposed to be 0.74 acres. The property is zoned Light Industrial (LI).

APPLICABLE ZONING REGULATIONS:
Bellevue City Code, Title 11, Chapter 2, Rules of Word Construction; Definitions: Readjustment of Lot Lines
Bellevue City Code, Title 11, Chapter 4, Design and Improvement Requirements, (1) General Requirements
Bellevue City Code, Title 11, Chapter 6, Lot Line Readjustment

Summary

Mountain Rides Transportation Authority would like to expand its current facility and in order to do that, they will need to adjust the lot line between 117 and 121 Clover Street. An application was submitted by Galena-Benchmark Engineering on behalf of Mountain Rides Transportation Authority to request the lot line adjustment between the properties located at 117 and 121 Clover Street on December 8, 2023. The legal description is Southern Belle Business Subdivision Park, LOTS 5, 6, and 7, BLOCK 1. The proposed adjustment will abandon the existing LOT 6, BLOCK 1 of 10,870 square feet and that square footage will be applied to the existing LOT, 7, BLOCK 1, creating the new LOT 6A, BLOCK 1 of the Southern Belle Business Subdivision Park.

The proposed adjustment will not create additional city lots and is in compliance with §11-4-1. General Requirements. The lots are 0.24 acres and 0.50 acres respectively and are located in the Light Industrial zoning district. Subject to approval, the new lot size will be 0.74 acres.

The process for a Lot Line Readjustment requires an application to be submitted for review and approval by the Planning Director. The are no issues with the application and plat, and a request for comment letter was sent to all property adjoiners on January 30, 2024. The required 10-day

comment period lapsed on February 9, 2024, and no written comments were received. The plat has been forwarded to the Council for review and approval. The plat meets all required elements and has been professionally prepared by Galena Engineers.

I.GENERAL BACKGROUND

1. Notice of this hearing was:
    i. Posted on the door of Bellevue City Hall and the Bellevue Post Office on January 30, 2024.
    ii. Mailed adjacent adjoiners letters on January 30, 2024
2. Any disclosures (i.e., conflicts of interest, site visits or *ex parte* communications)?
3. **Exhibit A – Application Materials -** The executed application was received on December 8, 2023, and all other application materials were received on December 5, 2023.
    A-1 Mountain Rides Lot Line Adjustment Application
    A-2 Plat of proposed revised tax lots 5, 6, and 7, Block 1 (with Survey)
    A-3 Vicinity Map

    Exhibit B – Department Head Comments
    Exhibit B – Department Head Comments
    Fire Department:
    None at the time of report.
    Engineering issues:
    None at the time of report.
    Water and Sewer issues:
    The applicant shall comply with Bellevue Public Works requirements. All assessments shall be made per adopted Bellevue City Code.
    Building issues:
    The applicant shall comply with Bellevue Building Department. All assessments shall be made per adopted Building codes.
    Street Department issues:
    The applicant shall comply with Bellevue Public Works requirements. All assessments shall be adopted by the Bellevue City Code.

II STANDARDS AND CRITERIA Title 11-4-1

11-4-1: GENERAL REQUIREMENTS:

The improvements set forth in this chapter shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans thereof shall be submitted and approved by the City Engineer. All such improvements shall be in accordance with the Comprehensive Plan and constructed in compliance with construction specifications adopted by the City. Existing natural features which enhance the attractiveness of the subdivision and community such as mature trees, watercourses, rock outcroppings, established shrub masses, and historic areas shall be preserved through design of the subdivision.

11-4-6: LOTS:

A. Lot size, width, depth, shape, orientation, and minimum building setback lines shall be in compliance with the zoning district in which the property is located; and compatible with the location of the subdivision and the type of development; and preserve solar access to adjacent properties and buildings. **COUNCIL FINDING: The Proposed Lot complies with the city code.**

B. Whenever a proposed subdivision contains lot(s) in whole or in part within the floodplain, or which contain land with a slope in excess of twenty five percent (25%) based upon natural contours or create corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, provide open space and solar access for each lot and structure, and preserve hillside view corridors. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses, and topographical features. **COUNCIL FINDING: The Proposed Lot currently exists at the intersection of two (2) or more streets with an existing building. The Proposed Lot complies with the city code.**

C. Corner lots shall contain a building envelope outside of a seventy-five-foot (75') radius from the center point of the intersection of the streets unless otherwise approved as defined in subsection 10-6-5C of this Code. **COUNCIL FIDNING: The Proposed Lot currently exists on a corner lot with an existing building. The Proposed Lot complies with the city code.**

D. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. **COUNCIL FINDING: Side lot lines comply with this requirement.**

E. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. Should a double frontage lot be created out of necessity, then such lot shall be a reversed frontage lot. **COUNCIL FINDING: No double frontage lots are being proposed with this Lot Line Adjustment.**

F. Minimum lot sizes in all cases shall be reversed frontage lot(s). **N/A**

G Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public or approved private street. (Ord. 91-01, 12-2016) **COUNCIL FINDING: The Proposed Lot complies with the city code.**

11-4-7: BLOCKS:

The length, width, and shape of blocks within a proposed subdivision shall conform to the following requirements:

A. No block shall be longer than one thousand feet (1,000') nor less than four hundred feet (400') between the street intersections and shall have sufficient depth to provide for two (2) tiers of lots. **The proposed lot line adjustments will not affect existing Block 1.**

B. Blocks shall be laid out in such a manner as to comply with the lot requirements **N/A- Block exists and won't change.**

C. The layout of blocks shall take into consideration the natural topography of the subdivision and minimize cuts and fills for roads and minimize adverse impact on the environment, watercourses, and topographical features. **COUNCIL FINDING: N/A- Block exists and will not change.**

D. Corner lots shall contain a building envelope outside of a seventy-five-foot (75') radius from the intersection of the streets. (Ord. 91-01, 12-2016) **COUNCIL FINDING: N/A- Block exists and will not change.**

11-4-8: STREETS: COUNCIL FINDING: No streets are being proposed with this Lot Line Application.

A. The arrangement, character, extent, width, grade, and location of all streets put in the proposed subdivision shall conform to the Comprehensive Plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land.

B. All streets shall be constructed to meet or exceed the criteria and standards set forth in the City Standard Specifications for Streets and Water, and all other applicable ordinances, resolutions, or regulations of the City, or any other governmental entity having jurisdiction thereover, now existing or hereafter adopted, amended or codified.

C. Where a subdivision abuts or contains an existing or proposed arterial street, railroad, or limited access highway right-of- way, the Council may require a frontage street, planting strip, or similar design features.

D. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods.

E. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven-tenths percent (0.7%) so as to provide for adequate drainage and snow plowing.

F. In general, partial dedications shall not be permitted. However, the Council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the Council finds it practical to require the dedication of the remainder of the right-of-way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right- of-way shall be dedicated.

G. Dead-end streets shall be permitted as deemed appropriate by the Council when providing for future connectivity to adjacent lands and are in compliance with International Fire Codes regarding turnarounds.

H. A cul-de-sac or similar type street shall be permitted as deemed appropriate by the Council which complies with International Fire Codes regarding turnarounds.

I. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°).

J. Where any street deflects any angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets and one hundred twenty five feet (125') for minor streets.

K. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited.

L. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets.

M. Proposed streets, which are continuations of existing streets, shall be given the same names as the existing streets. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to the Council for preliminary plat approval.

N. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills.

O. Street patterns of residential areas shall be designed to create areas free of through traffic but readily accessible to adjacent collector and arterial streets.

P. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider.

Q. In general, the centerline of streets shall coincide with the centerline of the street right-of-way, and all crosswalk markings shall be installed by the subdivider as a required improvement.

R. Street lighting may be required by the commission or Council, where appropriate, and shall be installed by the subdivider as a requirement improvement.

S. Private streets complying with the International Fire Codes shall be allowed as deemed appropriate by the Council.

T. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City.

U. Wherever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, said construction or improvement shall be a required improvement by the subdivider. Said construction or improvement shall be in accordance with adopted standard specifications therefor.

V. Sidewalks, curbs, and gutters may be a required improvement installed by the subdivider.

W. Prior to final plat signature, the first chip sealing applied to new dedicated streets and applicable private streets shall be completed by the developer or bonded for by the developer for any subdivision, planned unit development or condominium plat. (Ord. 91-01, 12-2016)

11-4-9: ALLEYS:

Alleys shall be provided in commercial and light industrial zoning districts and may be required in residential districts. The width of an alley shall be not less than twenty-five feet (25'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead-end alleys shall comply with the International Fire Codes regarding turnaround requirements. Improvement of alleys shall be done by the subdivider as a required improvement and in conformance with design standards

specified in subsection 11-4-8B of this chapter. (Ord. 91-01, 12-2016**) COUNCIL FINDING: There is currently an improved, 20-foot Alley Easement in place.**

11-4-10: EASEMENTS:

Easements, as set forth hereinafter, shall be required for location of utilities and other public services to provide adequate pedestrian circulation and access to public waterways and lands:

A. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all streets. **N/A**

B. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain said watercourse and provide access for private maintenance and/or reconstruction of said watercourse. **N/A**

C. All subdivisions which border the Big Wood River, or any tributary shall dedicate a twenty foot (20') fisherman and unaltered riparian easement along the river bank. Furthermore, the Council shall require in appropriate areas an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision. **N/A**

D. All subdivisions which border on the Big Wood River, or any tributary shall dedicate a one hundred foot (100') floodplain management easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion. **N/A**

E. All subdivisions through which appropriate access to public lands are found to exist shall dedicate reasonable public access easements thereto as part of the subdivision traffic circulation. **N/A**

F. No ditch, pipe, or structure for irrigation water or irrigation wastewater shall be constructed, rerouted, or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights thereto. A written copy of such approval shall be filed as part of required improvement construction plans. **N/A**

G. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City. Such improvements may be calculated towards required park land dedication requirements as set forth in the adopted Bellevue Parks Master Plan. (Ord. 91-01, 12-2016**) N/A**

11-4-15: DRAINAGE: COUNCIL FINDING: The original plat should have addressed Drainage. Since no square footage changed, the previously designed storm drainage should be adequate for both lots. Condition #2. Verify that the original design storm drainage is adequate for both

lots and will be required as part of the building permit approval if it is not received with the plat.

A. The subdivider shall submit with the preliminary plat application such map, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed.

B. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plats.

C. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity.

D. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider.

E. Culverts shall be required where all watercourses or drainage courses intersect with streets, driveways, or improved public easements and shall extend across and under the entire improved width thereof including shoulders. (Ord. 91-01, 12-2016)

11-4-16: UTILITIES: N/A

In addition to the terms mentioned hereinabove, all utilities including, but not limited to, electricity, natural gas, telephone, and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements. (Ord. 91-01, 12-2016)

11-4-17: OFF SITE IMPROVEMENTS: N/A

Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic or other impacts, improvements to alleviate such impacts may be required of the subdivider as a condition of preliminary plat approval and prior to final plat approval including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities. (Ord. 91-01, 12-2016)

11-4-18: SIDEWALK IMPROVEMENTS: COUNCIL FINDING: There are currently sidewalk improvements on the southern side of the proposed lot. The eastern side of the proposed lot does not have sidewalk improvements. See Condition #1. The subdivider shall install sidewalk improvements on the eastern side of the proposed lot.

A. Sidewalks are required in all zoning districts, except as otherwise provided herein.

B. The requirement for sidewalk may be waived if the proposed construction project is less than five hundred (500) square feet.

C. The requirement for sidewalk and drainage improvements may be waived for any remodel or addition to single-family dwelling and duplex projects within the General Residential (GR) zone; sidewalk and drainage improvements shall be required for a new principal building.

D. The City may approve and accept voluntary contributions in lieu of the above-described improvements, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. In order to determine the in-lieu amount, the applicant shall provide the City with three (3) cost estimates for the sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. The middle estimate shall be used in calculating the in-lieu

fee. Any approved in lieu contribution shall be paid before final plat approval or the City issues a Certificate of Occupancy for a principal building.

E. Sidewalk and drainage improvements shall be located and constructed according to applicable City standards, except as otherwise provided herein.

F. In The B, LB, LI/MB And LI Zoning Districts, The Following Are Required:

1. A minimum sidewalk width of eight feet (8').

2. Street trees with tree grates or a landscape buffer between the sidewalk and curb determined to be adequate.

3. The developer or City may propose alternatives to either the standard sidewalk location or configuration required, such as the addition of a bike lane.

4. The Council or Commission shall ensure that the alternative configuration or location shall not reduce the level of service or convenience to either residents of the development or the public at large.

5. If an alternative location is approved, the cost of construction of the required square footage of sidewalk and linear feet of drainage improvements and the associated engineering costs, as approved by the City Engineer, shall be paid by the applicant to the City before the City issues a Certificate of Occupancy, unless otherwise allowed for in an agreement between the City and the applicant. The City shall ensure construction of sidewalk and drainage improvements occurs within two (2) years of the date the funds are received from the applicant.

6. The length of sidewalk and drainage improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.

7. New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the side. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building.

8. Sites located adjacent to public streets and private streets that are not currently through streets, regardless of whether the street may provide vehicular connection to future streets, shall provide sidewalks to facilitate future pedestrian connections.

9. The requirements for sidewalk and drainage improvements are not required for any lot line adjustment.

G. In The GR Zone, The Following Shall Be Required:

1. A minimum sidewalk width of five feet (5').

2. Street trees with tree grates or a landscape buffer between the sidewalk and curb determined to be adequate. The developer shall choose landscaping of a type and species that maintains the quality of the sidewalk.

H. The developer or City may propose alternatives to either the standard sidewalk location or configuration required, such as the addition of a bike lane.

1. The Council or Commission shall ensure that the alternative configuration or location shall not reduce the level of service or convenience to either residents of the development or the public at large.

2. If an alternative location is approved, the cost of construction of the required square footage of sidewalk and linear feet of drainage improvements and the associated engineering costs, as approved by the City Engineer, shall be paid by the applicant to the City before the City issues a Certificate of Occupancy, unless otherwise allowed for in an agreement between the City and applicant. The City shall ensure construction of sidewalk and drainage improvements occurs within two (2) years of the date the funds are received from the applicant.

3. The length of sidewalk and drainage improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.

4. New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the site. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building.

5. Sites located adjacent to public streets or private streets that are not currently through streets, regardless of whether the street may provide a vehicular connection to future streets, shall provide sidewalks to facilitate future pedestrian connections.

6. The requirements for sidewalk and drainage improvements are not required for any lot line adjustment. (Ord. 2021-07, 4-26-2021)

III. LOT LINE READJUSTMENTS STANDARDS AND CRITERIA Title 11-6-1

1. The proposed Lot Line Readjustment does not create any additional lots; **The proposed lot line adjustment abandons the current interior lot line between the lots, creating the new proposed City Lot 6A.**

   The proposed LOT 6A is a developable city lot located in the Light Industrial District.

2. All plat notes, easements and utilities shall be depicted on the front page of the final plat.
3.

VI. SUGGESTED CONDTIONS OF APPROVAL

1. **Condition #1. The subdivider shall install sidewalk improvements on the eastern side of the proposed lot.**
2. **Condition #2. The subdivider shall verify that the original designed storm drainage is adequate for both lots and will be required as part of the building permit approval if it is not received with the plat.**

V. MOTION AND DECISION

a. I move to approve this application submitted by Mountain Rides Transportation Authority for a Lot Line Adjustment for the properties located at LOTS 5, 6, and 7 BLOCK 1, Bellevue Idaho, proposed LOT 6A, BLOCK 1, Lot Line Readjustments Standards and Criteria to Conditions 1 – 2 as shown in the finding of fact.

IT IS SO ORDERED this _____day of _____, 2024.

_____

Chris Johnson, Mayor

ATTESTING:

_____

City Clerk

CITY OF BELLEVUE
BELLEVUE COMMON COUNCIL

REGARDING AN APPLICATION OF:	**FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION**
Mountain Rides Transportation Authority for a Lot Line Adjustment for the properties located at 117 & 121 Clover Street, Bellevue, ID: LOTS 5, 6 and 7, BLOCK 1, Southern Belle Business Park Subdivision, Bellevue Idaho	By: Michelle Snarr, Clerk Date: February 12, 2024

REQUESTED ACTION: Lot Line Adjustment approval to abandon the lot line between lots 5 and 7, Southern Belle Business Subdivision Park, City of Bellevue. A Design Review application for the subject property was approved February 12, 2024, and one of the conditions of approval was the recording of a plat to consolidate the subject lots. The new legal description is Lot 6A, Block 1 Southern Belle Business Subdivision Park, City of Bellevue and is proposed to be 0.74 acres. The property is zoned Light Industrial (LI).

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The process for a Lot Line Readjustment requires an application to be submitted for review and approval by the Planning Director. The are no issues with the application and plat, and a request for comment letter was sent to all property adjoiners on January 30, 2024. The required 10-day comment period lapsed on February 9, 2024, and no written comments were received. The plat

has been forwarded to the Council for review and approval. The plat meets all required elements and has been professionally prepared by Galena Engineers.

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    Exhibit B – Department Head Comments
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    Engineering issues:
    None at the time of report.
    Water and Sewer issues:
    The applicant shall comply with Bellevue Public Works requirements. All assessments shall be made per adopted Bellevue City Code.
    Building issues:
    The applicant shall comply with Bellevue Building Department. All assessments shall be made per adopted Building codes.
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II STANDARDS AND CRITERIA Title 11-4-1

11-4-1: GENERAL REQUIREMENTS:

The improvements set forth in this chapter shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans thereof shall be submitted and approved by the City Engineer. All such improvements shall be in accordance with the Comprehensive Plan and constructed in compliance with construction specifications adopted by the City. Existing natural features which enhance the attractiveness of the subdivision and community such as mature trees, watercourses, rock outcroppings, established shrub masses, and historic areas shall be preserved through design of the subdivision.

11-4-6: LOTS:

A. Lot size, width, depth, shape, orientation, and minimum building setback lines shall be in compliance with the zoning district in which the property is located; and compatible with the location of the subdivision and the type of development; and preserve solar access to adjacent properties and buildings. **COUNCIL FINDING: The Proposed Lot complies with the city code.**

B. Whenever a proposed subdivision contains lot(s) in whole or in part within the floodplain, or which contain land with a slope in excess of twenty five percent (25%) based upon natural contours or create corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, provide open space and solar access for each lot and structure, and preserve hillside view corridors. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses, and topographical features. **COUNCIL FINDING: The Proposed Lot currently exists at the intersection of two (2) or more streets with an existing building. The Proposed Lot complies with the city code.**

C. Corner lots shall contain a building envelope outside of a seventy-five-foot (75') radius from the center point of the intersection of the streets unless otherwise approved as defined in subsection 10-6-5C of this Code. **COUNCIL FIDNING: The Proposed Lot currently exists on a corner lot with an existing building. The Proposed Lot complies with the city code.**

D. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. **COUNCIL FINDING: Side lot lines comply with this requirement.**

E. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. Should a double frontage lot be created out of necessity, then such lot shall be a reversed frontage lot. **COUNCIL FINDING: No double frontage lots are being proposed with this Lot Line Adjustment.**

F. Minimum lot sizes in all cases shall be reversed frontage lot(s). **N/A**

G. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public or approved private street. (Ord. 91-01, 12-2016) **COUNCIL FINDING: The Proposed Lot complies with the city code.**

11-4-7: BLOCKS:

The length, width, and shape of blocks within a proposed subdivision shall conform to the following requirements:

A. No block shall be longer than one thousand feet (1,000') nor less than four hundred feet (400') between the street intersections and shall have sufficient depth to provide for two (2)

tiers of lots. **COUNCIL FIDNING: The proposed lot line adjustments will not affect existing Block 1.**

B. Blocks shall be laid out in such a manner as to comply with the lot requirements. **COUNCIL FIDNING: N/A- Block exists and will not change.**

C. The layout of blocks shall take into consideration the natural topography of the subdivision and minimize cuts and fills for roads and minimize adverse impact on the environment, watercourses, and topographical features. **COUNCIL FINDING: N/A- Block exists and will not change.**

D. Corner lots shall contain a building envelope outside of a seventy-five-foot (75') radius from the intersection of the streets. (Ord. 91-01, 12-2016) **COUNCIL FINDING: N/A- Block exists and will not change.**

11-4-8: STREETS: COUNCIL FINDING: No streets are being proposed with this Lot Line Application.

A. The arrangement, character, extent, width, grade, and location of all streets put in the proposed subdivision shall conform to the Comprehensive Plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land.

B. All streets shall be constructed to meet or exceed the criteria and standards set forth in the City Standard Specifications for Streets and Water, and all other applicable ordinances, resolutions, or regulations of the City, or any other governmental entity having jurisdiction thereover, now existing or hereafter adopted, amended or codified.

C. Where a subdivision abuts or contains an existing or proposed arterial street, railroad, or limited access highway right-of- way, the Council may require a frontage street, planting strip, or similar design features.

D. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods.

E. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven-tenths percent (0.7%) so as to provide for adequate drainage and snow plowing.

F. In general, partial dedications shall not be permitted. However, the Council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the Council finds it practical to require the dedication of the remainder of the right-of-way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right- of-way shall be dedicated.

G. Dead-end streets shall be permitted as deemed appropriate by the Council when providing for future connectivity to adjacent lands and are in compliance with International Fire Codes regarding turnarounds.

H. A cul-de-sac or similar type street shall be permitted as deemed appropriate by the Council which complies with International Fire Codes regarding turnarounds.

I. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°).

J. Where any street deflects any angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets and one hundred twenty five feet (125') for minor streets.

K. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited.

L. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets.

M. Proposed streets, which are continuations of existing streets, shall be given the same names as the existing streets. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to the Council for preliminary plat approval.

N. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills.

O. Street patterns of residential areas shall be designed to create areas free of through traffic but readily accessible to adjacent collector and arterial streets.

P. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider.

Q. In general, the centerline of streets shall coincide with the centerline of the street right-of-way, and all crosswalk markings shall be installed by the subdivider as a required improvement.

R. Street lighting may be required by the commission or Council, where appropriate, and shall be installed by the subdivider as a requirement improvement.

S. Private streets complying with the International Fire Codes shall be allowed as deemed appropriate by the Council.

T. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City.

U. Wherever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, said construction or improvement shall be a required improvement by the subdivider. Said construction or improvement shall be in accordance with adopted standard specifications therefor.

V. Sidewalks, curbs, and gutters may be a required improvement installed by the subdivider.

W. Prior to final plat signature, the first chip sealing applied to new dedicated streets and applicable private streets shall be completed by the developer or bonded for by the developer for any subdivision, planned unit development or condominium plat. (Ord. 91-01, 12-2016)

11-4-9: ALLEYS:

Alleys shall be provided in commercial and light industrial zoning districts and may be required in residential districts. The width of an alley shall be not less than twenty-five feet (25'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead-end alleys shall comply with the International Fire Codes regarding turnaround requirements. Improvement of alleys shall be done by the subdivider as a required improvement and in conformance with design standards

specified in subsection 11-4-8B of this chapter. (Ord. 91-01, 12-2016**) COUNCIL FINDING: There is currently an improved, 20-foot Alley Easement in place.**

11-4-10: EASEMENTS:

Easements, as set forth hereinafter, shall be required for location of utilities and other public services to provide adequate pedestrian circulation and access to public waterways and lands:

A. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all streets. **N/A**

B. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain said watercourse and provide access for private maintenance and/or reconstruction of said watercourse. **N/A**

C. All subdivisions which border the Big Wood River, or any tributary shall dedicate a twenty foot (20') fisherman and unaltered riparian easement along the river bank. Furthermore, the Council shall require in appropriate areas an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision. **N/A**

D. All subdivisions which border on the Big Wood River, or any tributary shall dedicate a one hundred foot (100') floodplain management easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion. **N/A**

E. All subdivisions through which appropriate access to public lands are found to exist shall dedicate reasonable public access easements thereto as part of the subdivision traffic circulation. **N/A**

F. No ditch, pipe, or structure for irrigation water or irrigation wastewater shall be constructed, rerouted, or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights thereto. A written copy of such approval shall be filed as part of the required improvement construction plans. **N/A**

G. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City. Such improvements may be calculated towards required park land dedication requirements as set forth in the adopted Bellevue Parks Master Plan. (Ord. 91-01, 12-2016**) N/A**

11-4-15: DRAINAGE: COUNCIL FINDING: The original plat should have addressed Drainage. Since no square footage changed, the previously designed storm drainage should be adequate for both lots. Condition #2. Verify that the original design storm drainage is adequate for both

lots and will be required as part of the building permit approval if it is not received with the plat.

A. The subdivider shall submit with the preliminary plat application such map, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed.

B. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plats.

C. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity.

D. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider.

E. Culverts shall be required where all watercourses or drainage courses intersect with streets, driveways, or improved public easements and shall extend across and under the entire improved width thereof including shoulders. (Ord. 91-01, 12-2016)

11-4-16: UTILITIES: N/A

In addition to the terms mentioned hereinabove, all utilities including, but not limited to, electricity, natural gas, telephone, and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements. (Ord. 91-01, 12-2016)

11-4-17: OFF SITE IMPROVEMENTS: N/A

Where the off-site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic or other impacts, improvements to alleviate such impacts may be required of the subdivider as a condition of preliminary plat approval and prior to final plat approval including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities. (Ord. 91-01, 12-2016)

11-4-18: SIDEWALK IMPROVEMENTS: COUNCIL FINDING: There are currently sidewalk improvements on the southern side of the proposed lot. The eastern side of the proposed lot does not have sidewalk improvements. Condition #1. The subdivider shall install sidewalk improvements on the eastern side of the proposed lot.

A. Sidewalks are required in all zoning districts, except as otherwise provided herein.

B. The requirement for sidewalk may be waived if the proposed construction project is less than five hundred (500) square feet.

C. The requirement for sidewalk and drainage improvements may be waived for any remodel or addition to single-family dwelling and duplex projects within the General Residential (GR) zone; sidewalk and drainage improvements shall be required for a new principal building.

D. The City may approve and accept voluntary contributions in lieu of the above-described improvements, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. In order to determine the in-lieu amount, the applicant shall provide the City with three (3) cost estimates for the sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs,

as approved by the City Engineer. The middle estimate shall be used in calculating the in-lieu fee. Any approved in lieu contribution shall be paid before final plat approval or the City issues a Certificate of Occupancy for a principal building.

E. Sidewalk and drainage improvements shall be located and constructed according to applicable City standards, except as otherwise provided herein.

F. In The B, LB, LI/MB And LI Zoning Districts, The Following Are Required:

1. A minimum sidewalk width of eight feet (8').

2. Street trees with tree grates or a landscape buffer between the sidewalk and curb determined to be adequate.

3. The developer or City may propose alternatives to either the standard sidewalk location or configuration required, such as the addition of a bike lane.

4. The Council or Commission shall ensure that the alternative configuration or location shall not reduce the level of service or convenience to either residents of the development or the public at large.

5. If an alternative location is approved, the cost of construction of the required square footage of sidewalk and linear feet of drainage improvements and the associated engineering costs, as approved by the City Engineer, shall be paid by the applicant to the City before the City issues a Certificate of Occupancy, unless otherwise allowed for in an agreement between the City and the applicant. The City shall ensure construction of sidewalk and drainage improvements occurs within two (2) years of the date the funds are received from the applicant.

6. The length of sidewalk and drainage improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.

7. New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the side. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building.

8. Sites located adjacent to public streets and private streets that are not currently through streets, regardless of whether the street may provide vehicular connection to future streets, shall provide sidewalks to facilitate future pedestrian connections.

9. The requirements for sidewalk and drainage improvements are not required for any lot line adjustment.

G. In The GR Zone, The Following Shall Be Required:

1. A minimum sidewalk width of five feet (5').

2. Street trees with tree grates or a landscape buffer between the sidewalk and curb determined to be adequate. The developer shall choose landscaping of a type and species that maintains the quality of the sidewalk.

H. The developer or City may propose alternatives to either the standard sidewalk location or configuration required, such as the addition of a bike lane.

1. The Council or Commission shall ensure that the alternative configuration or location shall not reduce the level of service or convenience to either residents of the development or the public at large.

2. If an alternative location is approved, the cost of construction of the required square footage of sidewalk and linear feet of drainage improvements and the associated engineering costs, as approved by the City Engineer, shall be paid by the applicant to the City before the City issues a Certificate of Occupancy, unless otherwise allowed for in an agreement between the

City and applicant. The City shall ensure construction of sidewalk and drainage improvements occurs within two (2) years of the date the funds are received from the applicant.

3. The length of sidewalk and drainage improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.

4. New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the site. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building.

5. Sites located adjacent to public streets or private streets that are not currently through streets, regardless of whether the street may provide a vehicular connection to future streets, shall provide sidewalks to facilitate future pedestrian connections.

6. The requirements for sidewalk and drainage improvements are not required for any lot line adjustment. (Ord. 2021-07, 4-26-2021)

III. LOT LINE READJUSTMENTS STANDARDS AND CRITERIA Title 11-6-1

1. The proposed Lot Line Readjustment does not create any additional lots; **The proposed lot line adjustment abandons the current interior lot line between the lots, creating the new proposed City Lot 6A.**

   The proposed LOT 6A is a developable city lot located in the Light Industrial District.

2. All plat notes, easements and utilities shall be depicted on the front page of the final plat.

VI. DECISION

_____made a motion to approve this application submitted by Mountain Rides Transportation Authority for a Lot Line Adjustment for the properties located at LOTS 5, 6, and 7, BLOCK 1, Bellevue Idaho, proposed LOT 6A, finding the application meets the criteria set forth in the Bellevue City Code, Title 11-6,_____ seconded, and the vote was _____

V. MOTION AND CONDITIONS

Motion: Upon a motion by _____and a second by _____, this Findings of Fact, Conclusion of Law and Decision for the Lot line Adjustment application submitted by Mountain Rides Transportation Authority, complies with the applicable criteria set forth under City Code, Title 11-6, Lot Line Readjustments Standards and Criteria subject to the following conditions:

1. **Condition #1. The subdivider shall install sidewalk improvements on the eastern side of the proposed lot.**
2. **Condition #2. The subdivider shall verify that the original designed storm drainage is adequate for both lots and will be required as part of the building permit approval if it is not received with the plat.**

IT IS SO ORDERED this ____ day of _____ 2024.

_____
Chris Johnson, Mayor

ATTESTING:

_____
City Clerk

A PLAT SHOWING

SOUTHERN BELLE BUSINESS PARK SUBDIVISION: BLOCK 1, LOT 6B

WHEREIN THE LOT LINE BETWEEN LOT 5, BLOCK 1, SOUTHERN BELLE BUSINESS PARK SUBDIVISION AND LOT 6A, BLOCK 1, SOUTHERN BELLE BUSINESS PARK IS ELIMINATED.

LOCATED WITHIN SECTION 1, T.1 N., R.18 E., B.M., CITY OF BELLEVUE, BLAINE COUNTY, IDAHO

JANUARY 2024

SCALE: 1" = 20'

20 10 0 20 40 60

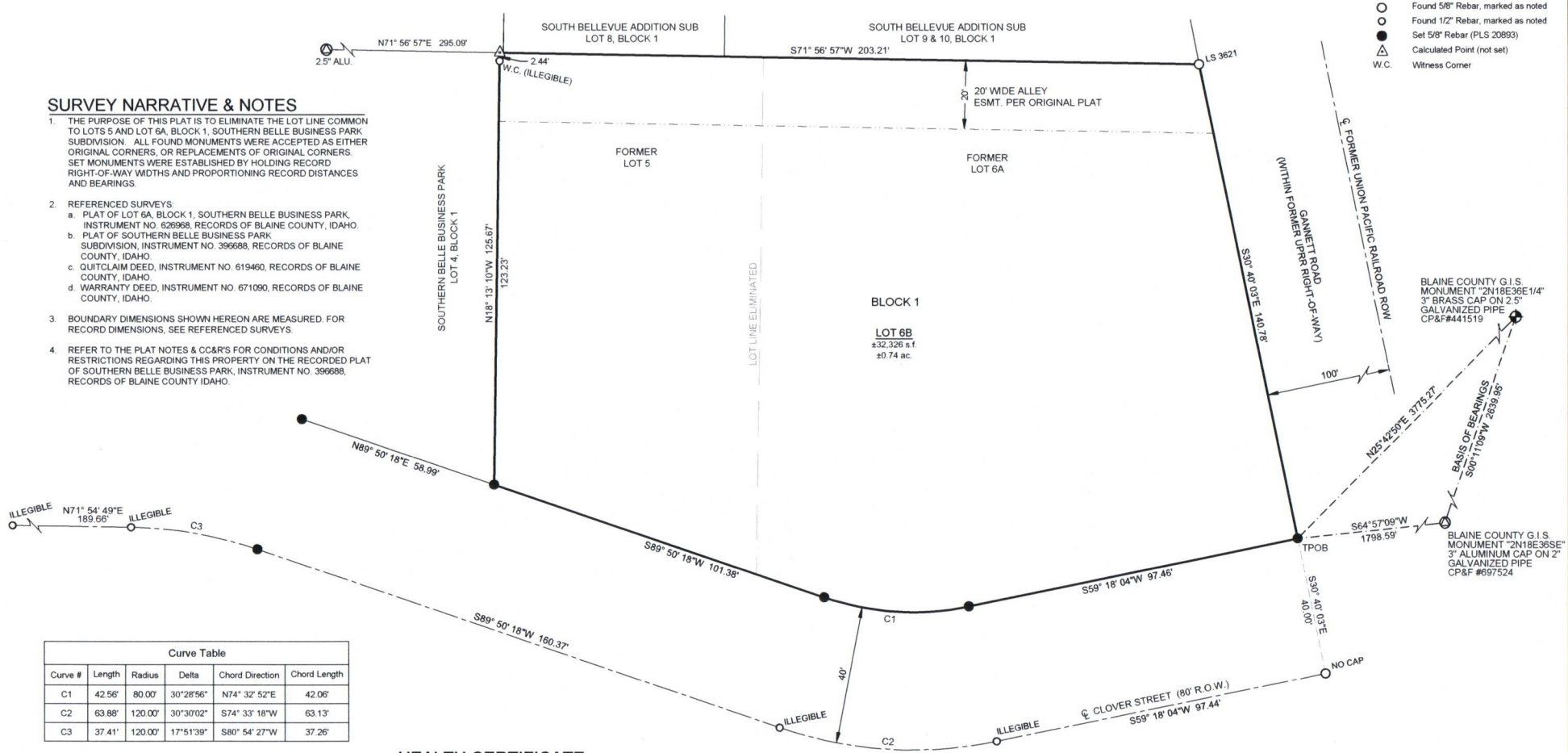
SCALE IN FEET

LEGEND

- Property Line
- Adjoiner's Lot Line
- Easement, as noted
- Blaine County GIS Tie
- Centerline
- Lot Line Eliminated
- Survey Tie Line
- Found Brass Cap
- Found Aluminum Cap
- Found 5/8" Rebar, marked as noted
- Found 1/2" Rebar, marked as noted
- Set 5/8" Rebar (PLS 20893)
- Calculated Point (not set)
- W.C. Witness Corner

SURVEY NARRATIVE & NOTES

1. THE PURPOSE OF THIS PLAT IS TO ELIMINATE THE LOT LINE COMMON TO LOTS 5 AND LOT 6A, BLOCK 1, SOUTHERN BELLE BUSINESS PARK SUBDIVISION. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS. SET MONUMENTS WERE ESTABLISHED BY HOLDING RECORD RIGHT-OF-WAY WIDTHS AND PROPORTIONING RECORD DISTANCES AND BEARINGS.
2. REFERENCED SURVEYS:
   a. PLAT OF LOT 6A, BLOCK 1, SOUTHERN BELLE BUSINESS PARK, INSTRUMENT NO. 626968, RECORDS OF BLAINE COUNTY, IDAHO.
   b. PLAT OF SOUTHERN BELLE BUSINESS PARK SUBDIVISION, INSTRUMENT NO. 396688, RECORDS OF BLAINE COUNTY, IDAHO.
   c. QUITCLAIM DEED, INSTRUMENT NO. 619460, RECORDS OF BLAINE COUNTY, IDAHO.
   d. WARRANTY DEED, INSTRUMENT NO. 671090, RECORDS OF BLAINE COUNTY, IDAHO.
3. BOUNDARY DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
4. REFER TO THE PLAT NOTES & CC&R'S FOR CONDITIONS AND/OR RESTRICTIONS REGARDING THIS PROPERTY ON THE RECORDED PLAT OF SOUTHERN BELLE BUSINESS PARK, INSTRUMENT NO. 396688, RECORDS OF BLAINE COUNTY IDAHO.



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	42.56'	80.00'	30°28'56"	N74° 32' 52"E	42.06'
C2	63.88'	120.00'	30°30'02"	S74° 33' 18"W	63.13'
C3	37.41'	120.00'	17°51'39"	S80° 54' 27"W	37.26'

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Dated:_____

_____
South Central Public Health District, REHS

LOT 6B, BLOCK 1, SOUTHERN BELLE BUSINESS PARK SUBDIVISION

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 1 OF 2
FILE: 23192_plat.dwg

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned is the owner in fee simple of the following described parcel of land:

Parcels of land located within Section 1, T.1N., R.18E., B.M., City of Bellevue more particularly described as follows:

LOT 5, BLOCK 1, SOUTHERN BELLE BUSINESS PARK SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 396688, records of Blaine County, Idaho.

and

LOT 6A, BLOCK 1, SOUTHERN BELLE BUSINESS PARK SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 626968, records of Blaine County, Idaho.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved. No permanent structures are to be erected within the lines of said easements.

We do hereby certify that the lot in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve the lot shown within this plat.

It is the intent of the owners to hereby include said land in this plat.

MOUNTAIN RIDES TRANSPORTATION AUTHORITY

By:_____

Its:_____

ACKNOWLEDGMENT

STATE OF _____ }
}SS
COUNTY OF _____ }

On this _____ day of _____ , 20___, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of Mountain Rides Transportation Authority, the Idaho political subdivision that executed the within instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

_____
Notary Public

Residing at: _____

My Commission Expires: _____

SURVEYOR'S CERTIFICATION

I, Robert O. Breier, a duly licensed Land Surveyor in the State of Idaho, do hereby certify that the foregoing plat is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.

PROFESSIONAL LAND SURVEYOR
LICENSED
20893
STATE OF IDAHO
ROBERT O. BREIER

BLAINE COUNTY SURVEYOR'S APPROVAL

I, Sam Young, County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing Plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to Plats and Surveys.

_____
Sam Young, P.L.S. 11577
Blaine County Surveyor

_____
Date

BELLEVUE CITY ENGINEER'S APPROVAL

The foregoing plat was approved by _____ , City Engineer for the City of Bellevue on this _____ day of _____ , 20___ .

_____
City Engineer

BELLEVUE CITY COUNCIL'S APPROVAL

The foregoing plat was approved by the City Council of Bellevue on this _____ day of _____ , 20___ .

_____
City Clerk

BLAINE COUNTY TREASURER'S APPROVAL

I, the undersigned, County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

_____
Blaine County Treasurer

_____
Date

BLAINE COUNTY RECORDER'S CERTIFICATE

LOT 6B, BLOCK 1, SOUTHERN BELLE BUSINESS PARK SUBDIVISION

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 2 OF 2
Job No. 23192

Galena-Benchmark Engineering

ENGINEERING, PLANNING, SURVEYING & MAPPING
PO Box 733 : 100 Bell Drive
Ketchum, Idaho 83340
208-726-9512 : Facsimile 208-726-9514

January 5, 2024

Michelle Snarr, City Clerk
City of Bellevue
115 East Pine Street
Bellevue, ID 83313

Subject: SOUTHERN BELLE BUSINESS PARK, BLOCK 1, LOT 6B
LOT LINE ADUSTMENT

Dear Michelle,

Enclosed is the Lot Line Adjustment application on behalf of Mountain Rides.

Also enclosed to complete this application are the following items:

1. Application
2. Application Fees
3. Final Plat, 3 sets & 11X17's
4. Title Report
5. Mailing Labels

Please let me know if you have questions or if there's additional information you need from us.

Respectfully submitted,

Cinda Lewis

Cinda Lewis



City of Bellevue
115 E Pine Street
PO Box 825
Bellevue, ID 83313
208-788-2128 Fax 208-788-2092
www.bellevueidaho.us

January 30, 2024

Dear Property Owner:

The purpose of this letter is to inform you that the City of Bellevue received an application submitted by Galena-Benchmark Engineering on behalf of Mountain Rides Transportation Authority for a Lot Line Adjustment located at 117 and 121 Clover Street, Bellevue, Idaho.

> **The current legal description is** Lot 5, Block 1, Southern Belle Business Park Subdivision and Lot 6A, Block 1, Southern Belle Business Park Subdivision.
>
> **The applicant would like to eliminate** the lot line between Lot 5 Block 1 Southern Belle Business Park Subdivision and Lot 6A, Block 1, Southern Belle Business Park Subdivision, which would create one (1) lot; ***Southern Belle Business Park Subdivision: Block 1, Lot 6B.***

The application will be considered and reviewed with the submitted associated materials by the Bellevue Common Council on ***February 12, 2024***, at approximately 5:30 p.m. in Bellevue City Hall located at 115 East Pine Street, Bellevue, Idaho.

If you wish to provide written comments, you may do so prior to February 10, 2024, by emailing mvestsnarr@bellevueidaho.us, mailing written comments to P.O. Box 825, Bellevue, Idaho 83313, or bringing written comments to the Bellevue City Hall located at 115 East Pine Street, Bellevue, Idaho.

If you have any questions, please contact me at 208-913-0189.

Sincerely,

/s/ Michelle K. Snarr

Michelle K. Snarr, City Clerk
City of Bellevue, Idaho

encl: Plat Showing the Proposed Lot Line Adjustment

I, designated City Clerk for the City of Bellevue, Idaho, hereby certify that the 10-day notice for the lot line adjustment submitted by Galena-Benchmark was mailed on ***January 30, 2024***, to the owners of property within 300-feet, immediately adjacent to the subject property, in accordance with Bellevue City Code, Title 11, Chapter 6, Section 11-6-1, Lot Line Readjustments.

A PLAT SHOWING

SOUTHERN BELLE BUSINESS PARK SUBDIVISION: BLOCK 1, LOT 6B

WHEREIN THE LOT LINE BETWEEN LOT 5, BLOCK 1, SOUTHERN BELLE BUSINESS PARK SUBDIVISION AND LOT 6A, BLOCK 1, SOUTHERN BELLE BUSINESS PARK IS ELIMINATED.

LOCATED WITHIN SECTION 1, T.1 N., R.18 E., B.M., CITY OF BELLEVUE, BLAINE COUNTY, IDAHO

JANUARY 2024

SCALE: 1" = 20'

20 10 0 20 40 60

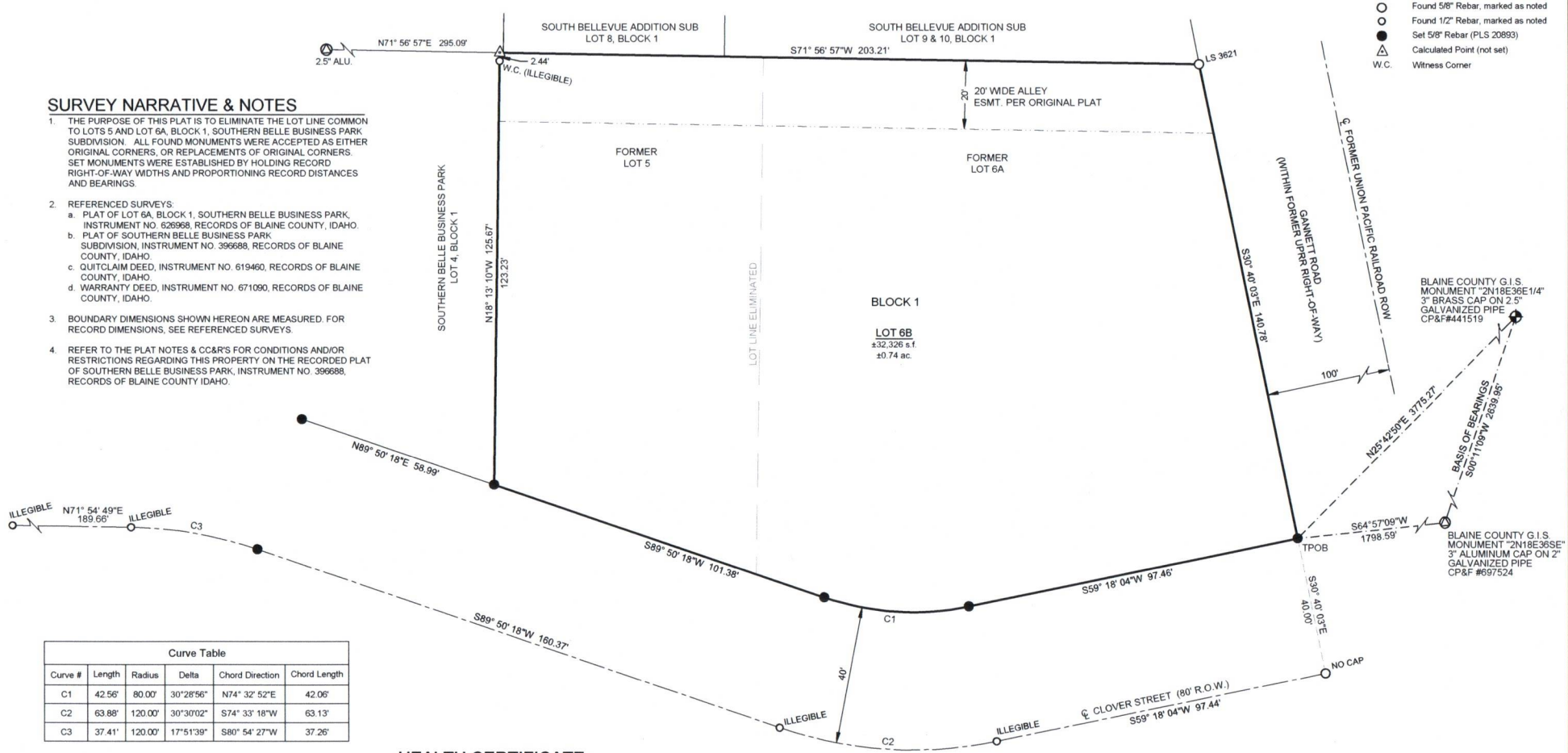
SCALE IN FEET

LEGEND

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- Adjoiner's Lot Line
- Easement, as noted
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- Calculated Point (not set)
- W.C. Witness Corner

SURVEY NARRATIVE & NOTES

1. THE PURPOSE OF THIS PLAT IS TO ELIMINATE THE LOT LINE COMMON TO LOTS 5 AND LOT 6A, BLOCK 1, SOUTHERN BELLE BUSINESS PARK SUBDIVISION. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS. SET MONUMENTS WERE ESTABLISHED BY HOLDING RECORD RIGHT-OF-WAY WIDTHS AND PROPORTIONING RECORD DISTANCES AND BEARINGS.
2. REFERENCED SURVEYS:
   a. PLAT OF LOT 6A, BLOCK 1, SOUTHERN BELLE BUSINESS PARK, INSTRUMENT NO. 626968, RECORDS OF BLAINE COUNTY, IDAHO.
   b. PLAT OF SOUTHERN BELLE BUSINESS PARK SUBDIVISION, INSTRUMENT NO. 396688, RECORDS OF BLAINE COUNTY, IDAHO.
   c. QUITCLAIM DEED, INSTRUMENT NO. 619460, RECORDS OF BLAINE COUNTY, IDAHO.
   d. WARRANTY DEED, INSTRUMENT NO. 671090, RECORDS OF BLAINE COUNTY, IDAHO.
3. BOUNDARY DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
4. REFER TO THE PLAT NOTES & CC&R'S FOR CONDITIONS AND/OR RESTRICTIONS REGARDING THIS PROPERTY ON THE RECORDED PLAT OF SOUTHERN BELLE BUSINESS PARK, INSTRUMENT NO. 396688, RECORDS OF BLAINE COUNTY IDAHO.



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	42.56'	80.00'	30°28'56"	N74° 32' 52"E	42.06'
C2	63.88'	120.00'	30°30'02"	S74° 33' 18"W	63.13'
C3	37.41'	120.00'	17°51'39"	S80° 54' 27"W	37.26'

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Dated:_____

_____
South Central Public Health District, REHS

LOT 6B, BLOCK 1, SOUTHERN BELLE BUSINESS PARK SUBDIVISION

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 1 OF 2
FILE: 23192_plat.dwg

stewart

CLTA GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
A CORPORATION, HEREIN CALLED THE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Dated: December 14, 2023

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature

TitleOne
Company Name

271 1st Ave North
PO Box 2365
Ketchum, ID 83340
City, State

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

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GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** - The following terms when used in the Guarantee mean:
   (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
   (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
   (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
   (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
   (e) "date": the effective date.
2. **Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
   (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
   (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
   (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
   (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
   (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
   (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
   (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
   (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
   (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

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GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. **Determination and Extent of Liability -** This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. **Limitation of Liability**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. **Reduction of Liability or Termination of Liability -** All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. **Payment Loss**

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. **Subrogation Upon Payment or Settlement -** Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. **Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. **Liability Limited to This Guarantee; Guarantee Entire Contract**

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. **Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

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LOT BOOK GUARANTEE
Issued By
Stewart Title Guaranty Company

SCHEDULE A

File No. 23490846
State: ID
County: Blaine

Guarantee No.	Liability	Date of Guarantee	Fee
G-2222-000090161	$1,000.00	December 14, 2023 at 7:30 a.m.	$150.00

Name of Assured:
Galena-Benchmark Engineering

The assurances referred to on the face page hereof are:

1. **That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):**

   Parecel I

   Lot 5, Block 1 of SOUTHERN BELLE BUSINESS PARK SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 396688, records of Blaine County, Idaho.

   Parcel II

   Lot 6A, Block 1 of LOT 6A, BLOCK 1, SOUTHERN BELLE BUSINESS PARK, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 626968, records of Blaine County, Idaho.

2. **The last recorded instrument purporting to transfer title to said land is:**

   Deed Type: Warranty Deed
   Grantors: Matthew R. Dohse and Heidi A. Dohse, husband and wife
   Grantees: Mountain Rides Transportation Authority, a political subdivision created by Joint Powers Agreement pursuant to Idaho Code Section 67-2328
   Recorded Date: July 24, 2020
   Instrument: 671090
   Click here to view
   Affects Lot 5

   Deed Type: Quit Claim Deed
   Grantors: Blaine County, a political subdivision of the State of Idaho
   Grantees: Mountain Rides Transportation Authority, a political subdivision created by Joint Powers Agreement pursuant to Idaho Code Section 67-2328
   Recorded Date: June 24, 2014
   Instrument: 619460
   Click here to view
   Affects Lots 6 and 7

3. **There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.**

4. **There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.**

5. **No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.**

6. **No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.**

EXCEPTIONS:

1. NOTE: According to the available records, the purported address of the land referenced herein is:

117 Clover St, Bellevue, ID 83313 (Lot 5)

121 Clover St, Bellevue, ID 83313 (Lot 6A)

2. Taxes for the year 2023 are exempt.
Parcel Number: RPB04090010050
Original Amount: $0.00
Affects Lot 5

3. Taxes for the year 2023 are exempt.
Parcel Number: RPB0409001006A
Original Amount: $0.00
Affects Lot 6A

4. The land described herein is located within the boundaries of the City of Bellevue and is subject to any assessments levied thereby.

5. Liens, levies, and assessments of the Southern Belle Business Park Association, Inc.

6. Easements, reservations, restrictions, and dedications as shown on the official plat of Southern Belle Business Park Subdivision.

7. Easements, reservations, restrictions, and dedications as shown on the official plat of Lot 6A, Block 1, Southern Belle Business Park.

8. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded August 13, 1886 in Book 1 of Patents, at Page 322, records of Blaine County, Idaho.

9. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

10. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in a document.
Granted to: Intermountain Gas Company
Purpose: Public Utilities
Recorded: August 31, 1972
Instrument No.: 145316, records of Blaine County, Idaho.

11. Terms and conditions contained in the Rokan Light-Industrial Park Annexation, Services and Development Agreement by and between the City of Bellevue, Idaho, a chartered municipal corporation and Rokan Idaho, L.L.C., an Idaho limited liability company, Darryl McMillen and Mary E. McMillen, husband and wife, Robert Beck, a married man dealing with his sole and separate property, and William Hayes, a single man.
Recorded: February 8, 1996
Instrument No.: 386876, records of Blaine County, Idaho.

12. Terms, provisions, covenants, conditions, restrictions and easements provided in a Declaration of Covenants, Conditions and Restrictions, but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.
Recorded: November 19, 1996
Instrument No.: 396687, records of Blaine County, Idaho.

Amendments, supplements, annexations or modifications of said Covenants, Conditions, and Restrictions.
Recorded: May 27, 1997
Instrument No.: 402218, records of Blaine County, Idaho.

Amendments, supplements, annexations or modifications of said Covenants, Conditions, and Restrictions.
Recorded: May 27, 1997
Instrument No.: 402220, records of Blaine County, Idaho.

Amendments, supplements, annexations or modifications of said Covenants, Conditions, and Restrictions.
Recorded: January 8, 2001
Instrument No.: 446666, records of Blaine County, Idaho.

Amendments, supplements, annexations or modifications of said Covenants, Conditions, and Restrictions.
Recorded: May 16, 2012
Instrument No.: 597561, records of Blaine County, Idaho.

13. Terms and conditions contained in Blaine County Resolution 2014-07.
Recorded: February 20, 2014
Instrument No.: 616910, records of Blaine County, Idaho.

14. Terms and conditions contained in a/an Real Estate Purchase & Sale Agreement by and between Blaine County and Mountain Rides Transportation Authority.
Recorded: February 27, 2014
Instrument No.: 617096, records of Blaine County, Idaho.

Sun Valley Title
By:



Nick Busdon, Authorized Signatory

File No. 23490846

JUDGMENT AND TAX LIEN GUARANTEE
Issued By
Stewart Title Guaranty Company

SCHEDULE A

Amount of Liability: $1,000.00

Fee Amount: $0.00

Guarantee No.: G-2222-000090161

Name of Assured: Galena-Benchmark Engineering

Date of Guarantee: December 14, 2023

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

*** Federal Tax Liens**
*** Abstracts of Judgment, or**
*** Certificates of State Tax Liens**

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

Mountain Rides Transportation Authority, a political subdivision created by Joint Powers Agreement pursuant to Idaho Code Section 67-2328

Sun Valley Title
By:



Nick Busdon, Authorized Signatory

File No. 23490846

SCHEDULE B

Exceptions:

NONE

RECORDING REQUESTED BY & WHEN RECORDED RETURN TO:

JoLynn Drage
Blaine County Clerk and Recorder
206 1st Avenue South, Suite 200
Hailey, ID 83333
(208) 788-5505

Instrument # 619460
HAILEY, BLAINE, IDAHO
6-24-2014 03:27:00 No. of Pages: 2
Recorded for : BLAINE COUNTY COMMISSIONERS
JOLYNN DRAGE Fee: 13.00
Ex-Officio Recorder Deputy mpp
Index to: WTY/QC/CORP DEED

(Space Above This Line For Recorder's Use)

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, and pursuant to Blaine County Resolution 2014-07 and an associated Real Estate Purchase and Sale Agreement recorded on February 27, 2014 as Instrument 617096, receipt of which is hereby acknowledged, Blaine County, a political subdivision of the State of Idaho, hereby bargains, sells, remises, releases, conveys and forever quitclaims to Mountain Rides Transportation Authority, a political subdivision created by Joint Powers Agreement pursuant to Idaho Code Section 67-2328, whose address is P.O. Box 3091, 800 1st Avenue North, Ketchum, ID 83340, all of its right, title and interest which it has, if any, in the real property in Blaine County, Idaho, described as:

Lots 6 & 7 of Block 1, Southern Belle Business Park, also known as 121 Clover Street and 16 Gannett Street, located in Bellevue, Idaho.

DATED this 24th day of JUNE, 2014.

Blaine County, a political subdivision of the State of Idaho

By: _____
Lawrence Schoen, Chair,
Board of County Commissioners

Attest:

_____
By: JoLynn Drage, Clerk

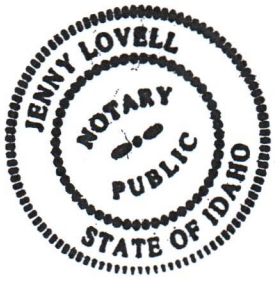
BOARD OF COUNTY COMMISSIONERS
BLAINE COUNTY IDAHO
SEAL

STATE OF IDAHO)
) ss.
County of Blaine)

On this 24 day of June, 2014, before me, a Notary Public in and for said State, personally appeared Lawrence Schoen, known or identified to me to be the Chair of the Board of County Commissioners for Blaine County, the Idaho political subdivision that executed the within instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Jenny Lovell
Notary Public for
Residing at Blaine Co.
My Commission expires 9/17/16



Instrument # 671090
HAILEY, BLAINE, IDAHO
07-24-2020 11:54:19 AM No. of Pages: 2
Recorded for: BLAINE COUNTY TITLE
JOLYNN DRAGE Fee: $15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile

BCT
BLAINE COUNTY TITLE

WARRANTY DEED

FOR VALUE RECEIVED

Matthew R. Dohse and Heidi A. Dohse, husband and wife

GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto

Mountain Rides Transportation Authority, a political subdivision created by Joint Powers Agreement pursuant to Idaho Code Section 67-2328

GRANTEE(S) whose current address is: PO Box 3091, Ketchum, ID 83340

the following described premises, to-wit:

Lot 5 in Block 1 of SOUTHERN BELLE BUSINESS PARK SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 396688, records of Blaine County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject to and those made, suffered or done by the Grantee; and subject to all existing patent reservations; restrictions in railroad deeds of record; easements and rights of way established and of record; protective covenants of record; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable; and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated this 23 day of JULY, 2020.

Matthew R. Dohse

Heidi A. Dohse

State of Idaho
County of Blaine

This record was acknowledged before me on 23rd day of July, 2020, by Matthew R. Dohse and Heidi A. Dohse.

Notary Public Curtis S. Chambers
My Commission Expires: 5.18.22

(STAMP)

CURTIS S. CHAMBERS
COMMISSION NO. 29919
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 05/18/22


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City of Bellevue

City of Bellevue
Regular Common Council Meeting
February 12, 2024

Agenda Item 8C: **NEW BUSINESS**:

Consideration of Resolution No. 5364, A Resolution of the City of Bellevue, Idaho, Participating in an Assessment for the Community's 2023 Greenhouse Gas Emissions Providing Specific Data as it Pertains to the City Of Bellevue with a Not to Exceed Amount of $2,000

Action Item: Chris Johnson, Mayor

Note:

Suggested Motion: Move to Approve Resolution No. 5364, A Resolution of the City of Bellevue, Idaho, Participating in an Assessment for the Community's 2023 Greenhouse Gas Emissions Providing Specific Data as it Pertains to the City Of Bellevue with a Not to Exceed Amount of $2,000

***OR** – as amended or with the following conditions.*

Attachment(s): Resolution No. 5364

REFERENCE: Clean Energy Study (Final 2022)

CITY OF BELLEVUE, IDAHO
RESOLUTION 2363

A RESOLUTION OF THE CITY OF BELLEVUE, IDAHO, PARTICIPATING IN AN ASSESSMENT OF THE COMMUNITY'S 2023 GREENHOUSE GAS EMISSIONS PROVIDING SPECIFIC DATA AS IT PERTIANS TO THE CITY OF BELLEVUE WITH A NOT TO EXCEED AMOUNT OF $2,000

WHEREAS, the City of Bellevue, Idaho ("City"), desires to participate in an Assessment of the Community's 2023 Greenhouse Gas Emissions; and,

WHEREAS, the Assessment would cover the entire area of Blaine County, and the City will receive specific data as it pertains to the City; and,

WHEREAS, Blaine County, local entities, local nonprofit organizations, institutions, businesses, and residents desire to participate in the 5B CAN Blaine County Sustainability and Climate Program ("Program"); and,

WHEREAS, the Program focuses on creating a community where the health of residents and visitors and the health of the environment are viewed as inextricably linked priorities. Where an innovation and resilient economy promotes green jobs stemming from sustainability and climate solutions. Where diversity, equity and inclusion are valued to ensure all residents benefit from opportunities and participation in the community.

WHEREAS, the 2023 assessment will correlate more with energy consumption and emissions from energy production as compared to the 2018 Assessment; and,

WHEREAS, the City's cost to participate in the assessment will not exceed an amount of $2,000.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Bellevue, Idaho, as follows:

Section1. The City of Bellevue, Idaho, endorses the participation in an Assessment of the Community's 2023 Greenhouse Gas Emissions.

Section 2. The Mayor is authorized to sign documents and approve associated cost pertaining to the Assessment in an amount not to exceed $2,000.

PASSED and ADOPTED by the Common Council and signed by the Mayor of the City of Bellevue, Idaho, this 12th day of February 2024.

_____
Chris Johnson, Mayor

ATTEST:

_____
Michelle K. Vest Snarr, City Clerk

ROLL CALL	**AYE**	**NAY**
Council Member Carreiro	_____	_____
Council Member Giordani	_____	_____
Council Member Leahy	_____	_____
Council Member Mahoney	_____	_____
Council Member Obenauf	_____	_____
Council Member Shay	_____	_____

5B CAN
CLIMATE ACTION NOW



BLAINE COUNTY

CLEAN ENERGY MODELING & FEASIBILITY ANALYSIS

JUNE 2022

PREPARED BY

BRENDLE GROUP



FUNDED BY

BLAINE COUNTY AND
THE CITY OF KETCHUM





TECHNICAL ASSISTANCE
ACKNOWLEDGEMENT

ICLEI USA



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INTRODUCTION



ABOUT 5B CAN

5B CAN is Blaine County's Sustainability and Climate Program. Led by Blaine County and the cities of Ketchum and Hailey, 5B CAN engages the cities of Bellevue, Carey, and Sun Valley as well as the community — local nonprofits, institutions, businesses, and residents.

It is a call to action.

It embodies aspirations for a sustainable and resilient community — one that tackles the challenge of climate change and also elevates the quality of life for all residents and visitors, today and well into the future. It is a partnership that builds on past accomplishments and creates a new era of collaboration.

5B CAN focuses on creating a community where the health of residents and visitors and the health of the environment are viewed as inextricably linked priorities; where an innovative and resilient economy promotes green jobs stemming from sustainability and climate solutions; and where diversity, equity and inclusion are valued to ensure all residents benefit from opportunities and participation in the community.

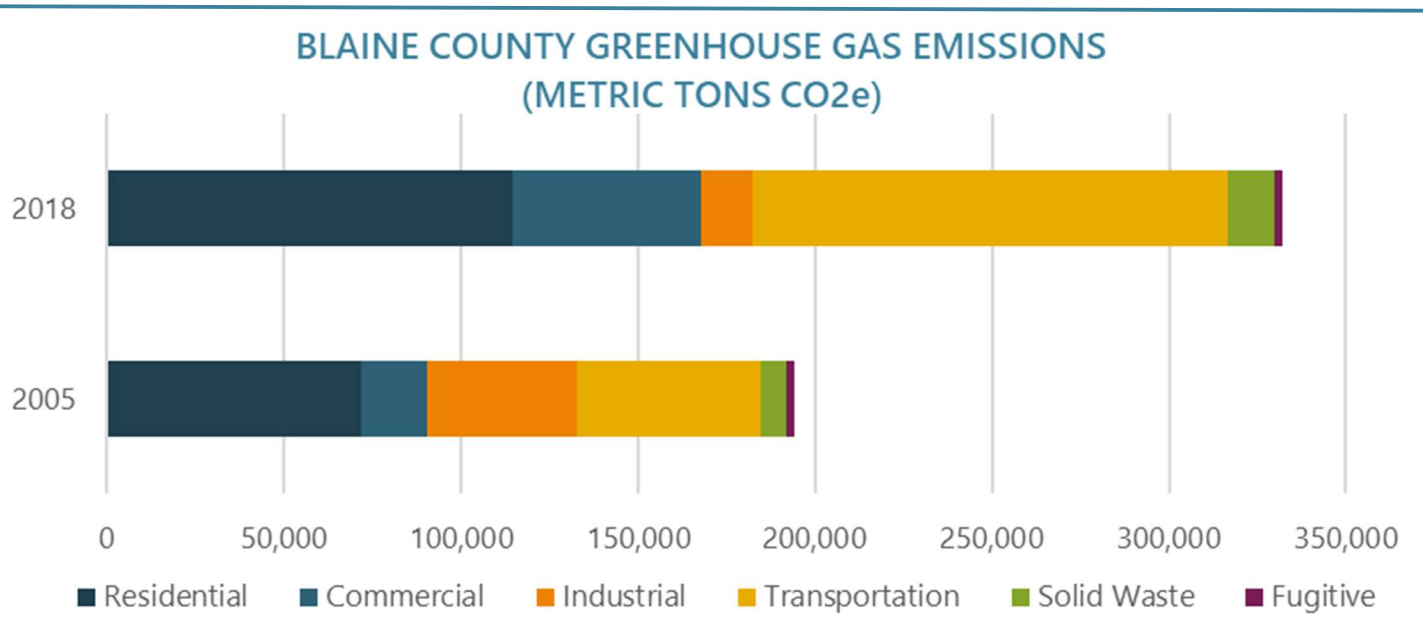
GREENHOUSE GAS EMISSIONS

As part of the climate action planning process, Blaine County collaborated with the cities in the Wood River Valley and with ICLEI USA to inventory greenhouse gas (GHG) emissions. The inventory was based on 2018 data.

The GHG inventory found that in 2018 Blaine County municipalities, businesses, residents, and visitors were responsible for emitting 336,107 metric tons of carbon dioxide equivalent (CO_2e). In comparison to emissions data from 2007, total community-wide emissions were 71 percent higher in 2018.

The single largest contributor was the transportation sector which accounted for 40 percent of emissions. The next largest contributor was residential buildings energy with 34 percent of emissions. Commercial and industrial buildings energy contributed nearly 20 percent of emissions.

Together, transportation and the building sector represented nearly 95 percent of total emissions. Actions to reduce emissions will necessarily focus on these two sectors.



CLEAN ENERGY GOALS

In fiscal year 2021, elected leaders in Blaine County and the cities of Bellevue, Hailey, and Ketchum unanimously adopted ambitious clean energy goals. The clean energy goals reflect the urgency of the climate crisis, and the need to transform the energy, building, and transportation sectors.

The community's leaders recognized that investments in clean energy would bring economic opportunities and new jobs to the community. The goals also aligned with local priorities that value clean air and water, land and wildlife conservation, and public health and community wellbeing.

CLEAN ENERGY GOALS

75%	by 2025 for municipal electricity use.
100%	by 2030 for municipal electricity use.
100%	by 2035 for community-wide electricity supply.
100%	by 2030 for municipal fleets and equipment as feasible.
100%	by 2045 for all energy uses.

EMISSIONS REDUCTION TARGETS

Alignment of clean energy goals with the Paris Climate Agreement was needed to better enable the community to transition to a low-carbon and climate resilient future. This can be accomplished by adopting emission reduction targets in addition to clean energy goals. Blaine County sought assistance from ICLEI USA, which led the county and cities of Hailey and Ketchum to join ICLEI USA CITIES RACE TO ZERO.

Through this program, ICLEI USA provided technical assistance in two key areas: 1) calculation of Blaine County's Science-Based Target (SBT) and 2) a clearly-defined and data-driven pathway for achieving the SBT.

Science-based targets align with the most current climate science and represent each community's fair share of ambition necessary to limit global warming below 1.5 degrees Celsius. Because the United States is the second highest emitter of climate pollution, U.S. communities are called on to reduce emissions by more than 50 percent.

ICLEI USA calculated Blaine County's 2030 science-based emissions reduction target and community-wide carbon dioxide equivalent (CO2e) emissions budget in metric tons. The SBT and GHG emissions budget are based on Scope 1 and Scope 2 emissions that occur within the county's boundary – direct emissions and emissions from grid-supplied energy.

DEFINITIONS

Clean energy comes from renewable, zero emission sources that do not pollute the atmosphere when used including energy saved through efficiency measures.

Climate change is a long-term change in the average weather patterns that have come to define Earth's local, regional and global climates.

Equity means fair and just practices and policies that ensure all community members can thrive.

Global warming refers to human-produced temperature increases observed in Earth's climate since the early 20th century primarily driven by fossil fuel burning, which increases heat-trapping GHG levels in Earth's atmosphere, raising Earth's average surface temperature.

Renewable energy relies on fuel sources that restore themselves over short periods of time and do not diminish including the sun, wind, moving water, organic plant and waste material, and geothermal.

Resilience means the ability to endure and recover from stress and shock.

Sustainability means development that meets the needs of the present without compromising the ability of future generations to meet their own needs.

2030 EMISSIONS REDUCTION TARGET

60%	Science-Based Target
124,790 MT	Scope 1&2 CO2e Budget

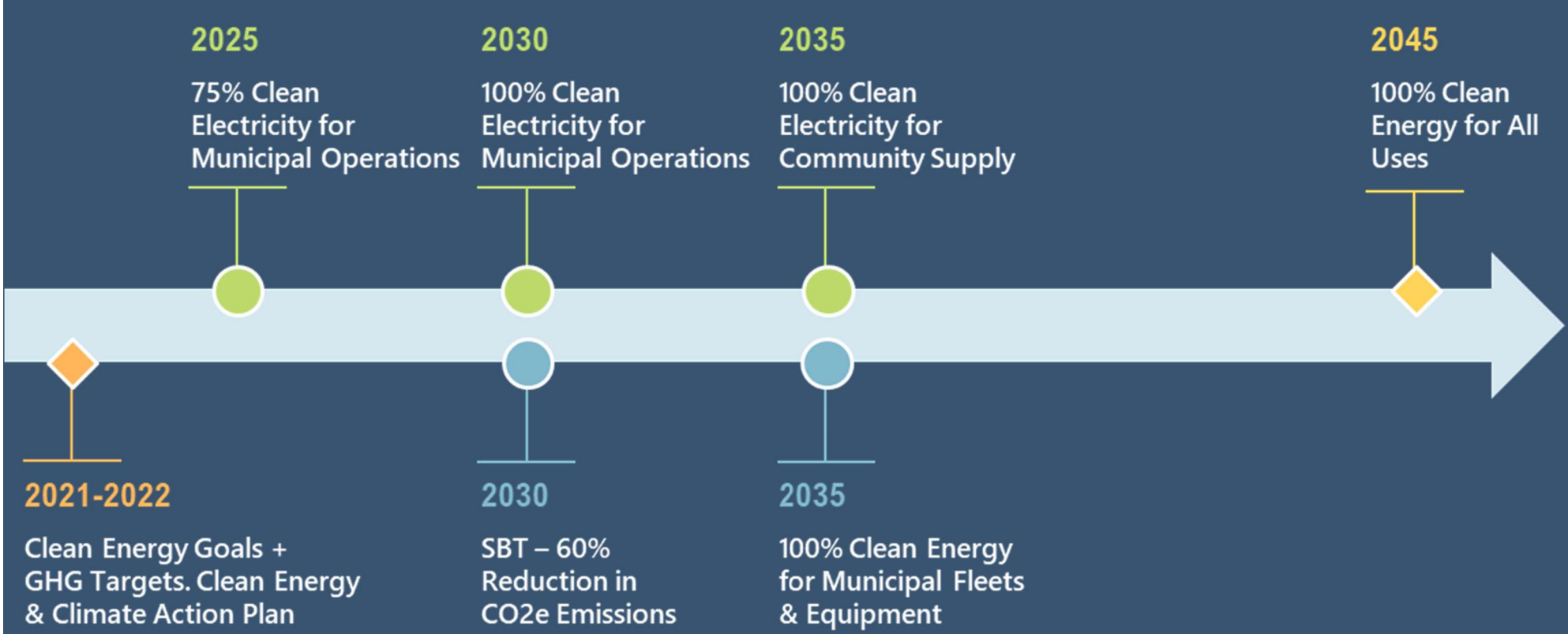
ICLEI USA applied its ***Carbon Neutral Framework*** to model a pathway for Blaine County toward achieving the SBT. Implementation of a set of high-impact strategies and performance measures offers a net reduction of 122,025 MT CO2e. Additional measures are needed to achieve additional GHG reductions of 65,159 MT CO2e by 2030.



POTENTIAL GHG REDUCTION FROM HIGH-IMPACT STRATEGIES

HIGH IMPACT STRATEGIES	PERFORMANCE MEASURE	NET REDUCTION (MT CO2e)
GRID DECARBONIZATION	80% Total Reduction Grid Carbon Intensity by 2030	19,415
REDUCE VEHICLE MILES TRAVELED (VMT)	10% Total Reduction VMT by 2030	11,860
ON-ROAD ELECTRIC VEHICLE (EV) ADOPTION	6% Annual Growth; 30% VMT by EV by 2030	30,256
COMMERCIAL BUILDING EFFICIENCY	100% New Buildings + 1% Existing SF meet 2018 International Energy Conservation Code (IECC)	554
RESIDENTIAL BUILDING EFFICIENCY	100% New Buildings + 1% Existing SF meet 2018 IECC + 20% Existing SF Energy Use Intensity Reduced by 20%	4,590
COMMERCIAL BUILDING ELECTRIFICATION	100% New Buildings + 1% Existing SF Electrified	4,198
RESIDENTIAL BUILDING ELECTRIFICATION	100% New Buildings + 11% Existing SF Electrified	51,152
TOTAL		**122,025**

TIMELINE


2025
75% Clean Electricity for Municipal Operations
2030
100% Clean Electricity for Municipal Operations
2035
100% Clean Electricity for Community Supply
2045
100% Clean Energy for All Uses
2021-2022
Clean Energy Goals + GHG Targets. Clean Energy & Climate Action Plan
2030
SBT – 60% Reduction in CO2e Emissions
2035
100% Clean Energy for Municipal Fleets & Equipment

PURPOSE & SCOPE

Blaine County hired Brendle Group to conduct a thorough analysis of the high-practices, performance measures, and science-based target calculated by ICLEI-USA. The county's objectives were to lend assurance of achievability and to create a roadmap that is anchored in local data and reflective of community priorities.

The scope of this analysis included:

- Gather local data to forecast GHG emissions, changes in energy demand, and utility transition to clean energy
- Evaluate feasibility of achieving high-impact strategies and performance measures
- Analyze the range of achievement potential based on implementation tactics
- Gather stakeholder input and adjust performance measures based on local conditions and buy-in

The magnitude of each strategy's impact was evaluated from a top-down and bottom-up perspective from continuing current efforts versus striving for best-in-class results. Assumptions for the defined current course and best-in-class actions are summarized in each section. The evaluations and recommendations assumed one set of universally applicable county-wide goals and targets.

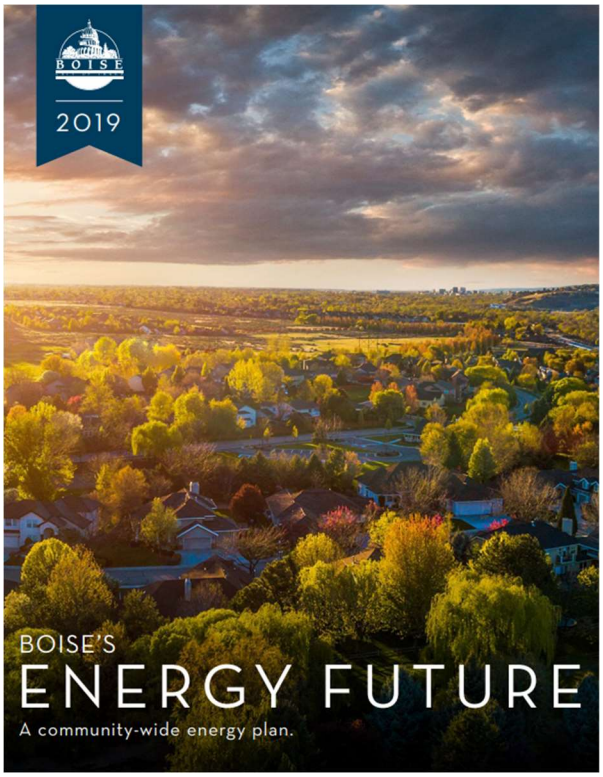
The impacts for each strategy were aggregated and compared to a baseline GHG and energy forecast to determine whether the clean energy goals and SBT could be achieved. A high-level cost analysis was completed to gauge the benefits and tradeoffs for each strategy.

This analysis evaluated the initial high-impact strategies provided by ICLEI USA. Brendle Group recommended a refined approach for some strategies to better align with local conditions and data. The analysis established a range of potential CO_2e reductions for each strategy based on implementation tactics. The low end of the range assumes the county would continue with current level of effort; the top end of the range assumes the county will strive for ambitious, best-in-class results. Details associated with the range of GHG reductions and comparison to the level of ambition needed to meet goals and targets can be found in the **ENERGY SUPPLY, BUILDINGS, and TRANSPORTATION** sections of this report.

BRENDLE GROUP

Brendle Group was selected based on similar energy planning work completed for other communities, including a member of the City of Boise's team that developed Boise's Energy Future: A Community-wide Energy Plan.

Brendle Group is a Colorado-based consulting firm that helps clients solve complex sustainability challenges through practical planning, robust engineering and analysis, and actional implementation. The firm focuses on creating lasting impacts using innovative solutions to support their clients' bottom-line goals, addressing immediate localized needs, and creating lasting global impact.



BASELINE & FORECAST



ANALYSIS BASELINE

The analysis utilized the 2018 Blaine County GHG inventory to establish a baseline for the primary sources of emissions in the region. The county had a population of just over 22,000 residents in 2018. Residents and businesses are located in unincorporated Blaine County and the cities of Bellevue, Carey, Hailey, Ketchum, and Sun Valley.

While a small, rural community, the county hosts nearly 400,000 unique visitors each year. Tourism represents 65 percent of the county's economic activity measured in gross domestic product. The county covers a total land area of over 2,600 square miles.

The county's total GHG emissions in 2018 were 336,107 metric tons of carbon dioxide equivalent (MT CO2e). The largest sources of emissions were transportation-related fuels at 40 percent, electricity at 32 percent, and natural gas and propane at 23 percent.

The GHG inventory did not include emissions from air travel. Because of the dynamic nature of GHG emissions associated with air travel and aircraft, the Friedman Memorial Airport (SUN) conducted a separate inventory using an airport-specific methodology from the National Academy of Sciences to assess airport-related emissions. SUN completed its inventory in March 2022 utilizing 2020 data. Airport-related emissions not captured by Blaine County's GHG inventory was estimated to add approximately 21,344 metric tons of emissions to the transportation sector increasing transportation emissions to 44 percent with aviation responsible for 6 percent and other transportation sources responsible for 38 percent.

This feasibility analysis did not incorporate emissions from aviation both because SUN's GHG Emissions Inventory was not available until May 2022 and reduction in aviation emissions is outside the purview of the county and cities.



EXECUTIVE SUMMARY EXCERPT

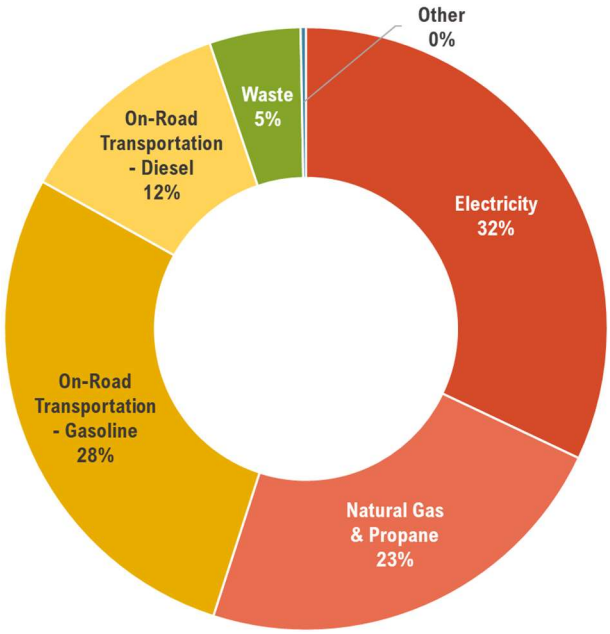
To align with the community GHG emissions inventory and commitment to carbon reduction, the Friedman Memorial Airport Authority (FMAA) and Friedman Memorial Airport (SUN) voluntarily commissioned the preparation of a GHG emissions inventory associated with activity at SUN. The inventory uses an airport-specific GHG methodology from the National Academy of Sciences (Airport Cooperative Research Program (ACRP) Report 11) to assess airport-related emissions. The year 2020 was identified as a baseline because it is the most current year for which the Airport has complete data. It is important to note that due to the pandemic enplanements in 2020 were nearly half of what they are in normal conditions, however operations remained consistent. Emissions are organized by the party that has ownership or control over the various sources of emissions. In the Airport's case, this is based on three categories:

- Airport-owned/controlled
- Airlines, aircraft operators, tenant-owned/controlled
- Public-owned/controlled.

The Airport is committed to supporting local and regional efforts to improve climate resilience. As a stakeholder of the Regional Sustainability & Climate Advisory Committee, the Airport will work with local and regional partners to facilitate alignment on climate goals and collaborate on key strategies to improve resilience. Further, the Airport will use this GHG emissions inventory as a baseline to consider and implement appropriate initiatives to reduce SUN's carbon footprint and increase the overall sustainability of the Airport and community. To learn more visit https://iflysun.com/greenhouse-gas-emissions/.

Results of the 2018 Blaine County GHG inventory (Blaine County, 2021). The highest contributing sectors were residential energy at 34 percent, on-road transportation gasoline use at 28 percent, commercial and industrial energy at 18 percent, and on-road transportation diesel use at 12 percent.

2018 GHG EMISSIONS BY SECTOR



The strategies in this analysis specifically address building energy emissions and on-road transportation from diesel and gasoline vehicle. Building emissions for commercial and industrial buildings are grouped together.

The 2018 Blaine County GHG inventory did not delineate estimates for emissions from the supply of potable water, wastewater treatment, and solid waste, which combined account for 5 percent of overall emissions.

The emissions sources labeled as "Other" included electricity emissions associated with irrigation pumps and fugitive natural gas emissions attributed to leakage rates at production areas, along transmission and distribution systems, at gas meters, and within residential and commercial buildings. These other emissions sources account for 3 percent of the county's overall emissions. They were considered under relevant strategies but were not considered material and therefore were not specifically addressed in the results.

In addition to the 2018 Blaine County GHG inventory, the analysis reviewed the estimated 2018 emissions reported by the cities of Hailey, Ketchum, and Sun Valley.

Note that SUN's aviation-related emissions are not reflected in the City of Hailey or Blaine County transportation emissions. If added, transportation-related emissions would increase by 21,344 MT CO2e.

The 2018 emissions by jurisdiction and sector highlights differences between communities. Excluding aviation emissions, the largest sources of emissions in Hailey are building energy use at 62 percent followed by transportation at 30 percent. In Ketchum, 50 percent of emissions are from the residential building sector. Sun Valley's primary emissions source is transportation at 41 percent followed by residential energy use at 39 percent.

The following table displays sector emissions for each jurisdiction.

2018 EMISSIONS BY JURISDICTIONS IN MT CO2e

SECTOR	BLAINE COUNTY	CITY OF HAILEY	CITY OF KETCHUM	CITY OF SUN VALLEY
TRANSPORTATION	133,981	21,284	10,923	27,144
COMMERCIAL ENERGY	53,356	20,775	23,455	6,012
INDUSTRIAL ENERGY	7,847	0	2,299	5,533
RESIDENTIAL ENERGY	114,402	23,918	40,024	25,353
SOLID WASTE	17,292	3,456	1,870	474
WATER & WASTEWATER	40	1,404	390	802
ELECTRIC IRRIGATION	6,799	189	0	0
PROCESS & FUGITIVE EMISSIONS	2,390	508	952	448
TOTAL	**336,107**	**71,534**	**79,913**	**65,766**
PERCENT TOTAL	**100%**	**21%**	**24%**	**20%**

BUSINESS AS USUAL FORECAST

Analysis established a business-as-usual (BAU) forecast of GHG emissions based on the 2018 inventory as the baseline. The BAU forecast runs through 2050. Detailed assumptions for the data analysis are captured under the **ENERGY SUPPLY, BUILDINGS, and TRANSPORTATION** sections of this report.

BAU Forecast Factors

The BAU projection assumes emissions factors for fuel, electricity, and natural gas will remain constant. Each emissions source was scaled by a specific growth rate: population, employment, or natural gas use. Based on projections for 2019-2029 from the State of Idaho South-Central District 5, population is estimated to grow by 1 percent annually. District 5 includes the counties of Blaine, Camas, Gooding, Lincoln, Jerome, Minidoka, Twin Falls, and Cassia.

POPULATION GROWTH RATE: 1% ANNUALLY

The population growth rate was applied to the following emission sources:

- Electricity – Residential
- Natural Gas – Residential
- Propane – Residential
- On-Road Vehicle Transportation – Gasoline
- Solid Waste Disposal
- Wastewater Treatment

The employment growth rate was estimated to be 2 percent annually. This rate was calculated by averaging the annual percent change in the number of people employed in Blaine County from 2017 through 2021 using available data from the U.S. Bureau of Labor Statistics (Data Commons, 2022).

EMPLOYMENT GROWTH RATE: 2% ANNUALLY

The employment growth rate was applied to the following emission sources:

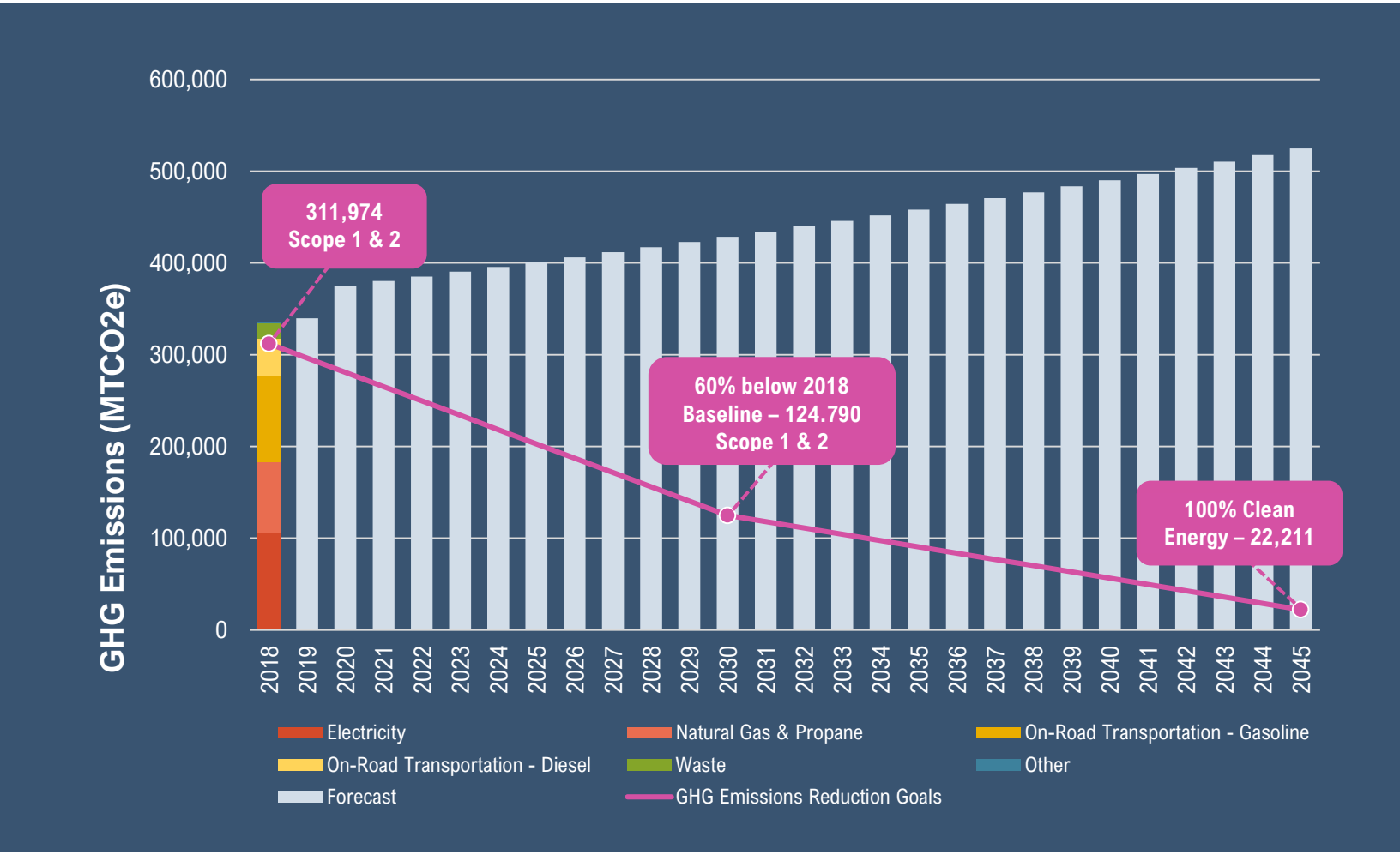
- Electricity – Commercial
- Electricity – Industrial
- Electricity – Other
- Natural Gas – Commercial
- Natural Gas – Industrial
- On-Road Vehicle Transportation – Diesel
- Aviation

Natural gas fugitive emissions were estimated based on growth in natural gas usage.

The BAU forecast assumes no new actions by consumers and no change to current policies. Aviation, solid waste disposal, and wastewater treatment emissions were scaled but strategies associated with these emission sources were not evaluated. Only strategies identified in support of the clean energy goals were within that scope of this report.

Based on population and economic growth rates, the GHG emissions in Blaine County are expected to grow by 56 percent between 2018 and 2045 if no efforts were made to reduce emissions. Emissions sources will continue to rise from energy use in homes and buildings and from on-road transportation vehicles.

HISTORIC & BAU PROJECTED GROWTH IN GHG EMISSIONS

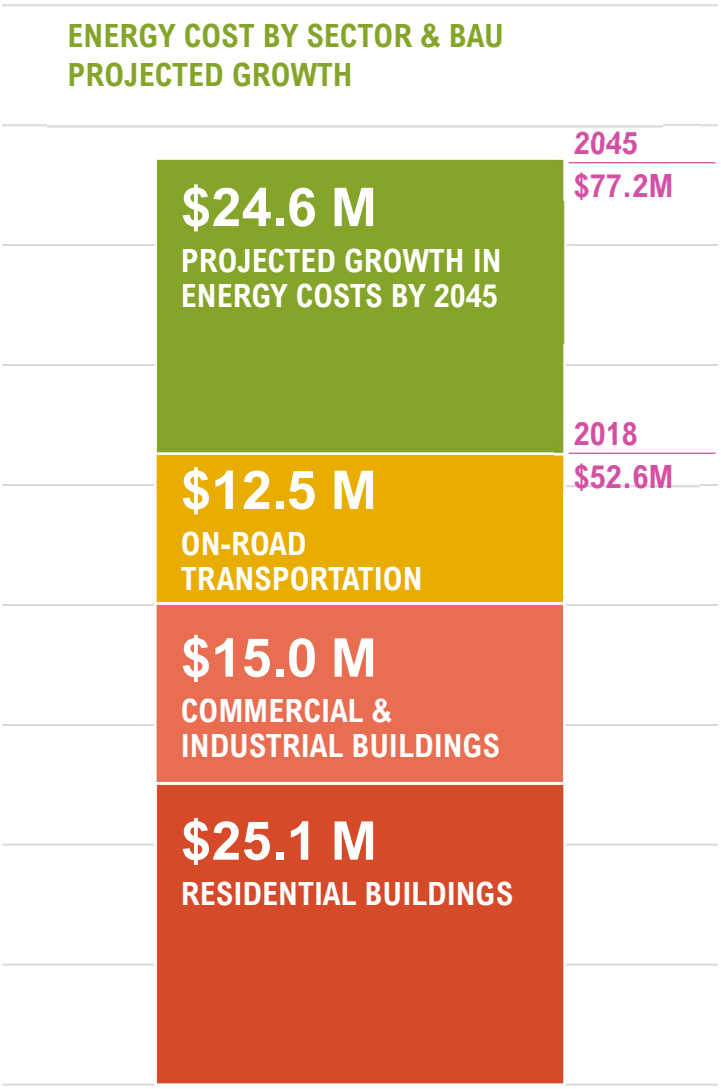


ENERGY COSTS

Energy use in the form of electricity and fuels generate 90 percent of countywide GHG emissions and will continue to dominate the county's carbon footprint through the report planning horizon. Therefore, the high-impact strategies outlined in this report focus on energy use in buildings and transportation.

For perspective, the total county spending on energy was calculated for the baseline year of 2018. Residents, businesses and visitors spent $52.6 million on energy and fuel for homes, buildings, and vehicles. These expenditures are expected to grow to $77.2 million by 2045 based on the BAU energy use forecast and projected energy costs (U.S. Energy Information Administration, 2022).

The social cost of carbon, an indirect cost, is a metric that estimates the economic damages that result from emitting one additional ton of carbon dioxide into the atmosphere (Interagency Working Group on Social Cost of Greenhouse Gases, United States Government, 2016). Incorporating the social cost of carbon into the projected energy costs under the BAU scenario increases the costs to $110.8 million in 2045.



IDAHO CLIMATE-ECONOMY IMPACTS ASSESSMENT

The University of Idaho published the Idaho Climate-Economy Impacts Assessment. The assessment was the result of a nonpartisan effort to connect Idaho business, nonprofits, and tribal, local, and state government with the latest scientific research on Idaho's changing climate. The assessment identifies both climate risks and opportunities and seeks to "inspire new collaborations, commitments and ongoing forums to leverage resources, encourage innovations and spur investments in Idaho solutions."

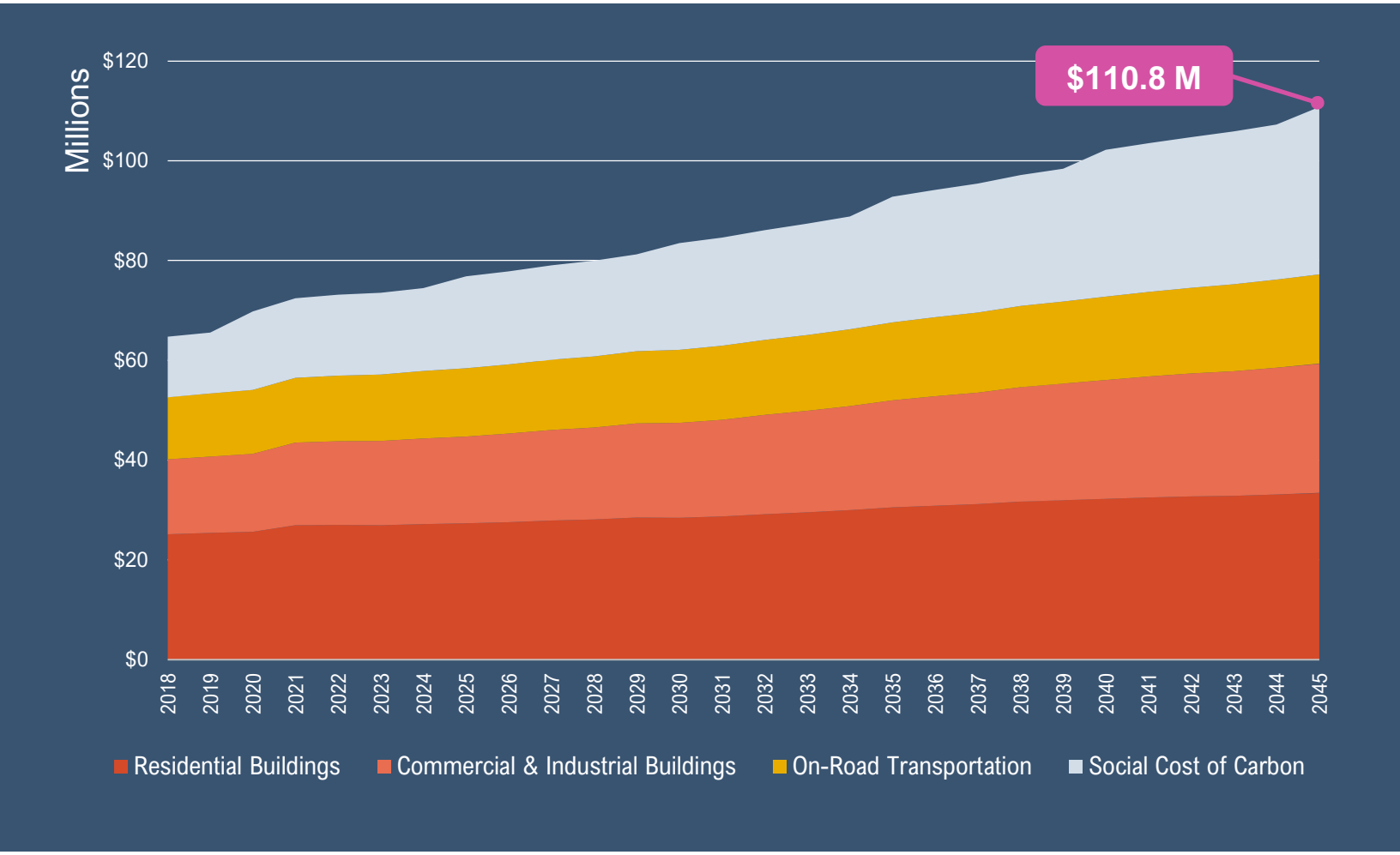
A few key findings from the economic analysis:

1. **Energy:** Climate change is likely to increase summer energy demand due to cooling needs, which will increase home and business energy costs.
2. **Human Health:** Critical health impacts will increase from extreme weather events such as fires and floods, as well as an increase in

chronic health issues such as asthma and vector borne diseases. The ability of rural Idaho communities to adapt may be limited due to a low physician-to-patient ratio and availability of trauma beds.

3. **Infrastructure:** Increasing frequency of flooding and heavy rain fall will damage roads and bridges. In 2018, Madison County spent more than 9.5 times the annual road budget to repair damage from flooding.
4. **Land:** Climate change impacts such as wildfire, bark beetle outbreaks, and droughts threaten to interrupt Idaho's $2.4 billion timber harvest industry and $1.8 billion livestock industry.
5. **Recreation and Tourism:** Tourism supports over 100,000 jobs and adds $3.7 billion to Idaho's economy. Climate change impacts such as decreasing snowpack, reduced streamflow and increased water temperature, and wildfires threaten to disrupt recreation and tourism. For example, the opening day for the Bogus Basin ski area has been moving to later in the year. The opening date in 2018 was a month later than it was in 1969.
6. **Agriculture:** Impacts will vary by region and crop type.

ANNUAL ENERGY COSTS & SOCIAL COST OF CARBON BAU FORECAST



FEASIBILITY



CLEAN ENERGY & GHG GOALS

Based on the initial high-impact strategies provided by Blaine County, the table below lists the recommended high-impact strategies and performance measures grouped into three categories: **ENERGY SUPPLY, BUILDINGS,** and **TRANSPORTATION**.

HIGH IMPACT STRATEGIES	PERFORMANCE MEASURE
ENERGY SUPPLY	
E1: REDUCE GRID CARBON INTENSITY	80% by 2030.
E2: SWITCH TO CLEAN ENERGY FOR MUNICIPAL ELECTRICITY USE	75% by 2025 and 100% by 2030.
E3: EXPAND LOCAL, DISTRIBUTED RENEWABLE ENERGY RESOURCES	22% annual growth in generation capacity through 2030.
E4: PROCURE UTILITY-SCALE RENEWABLE ENERGY	74,600 to 197,900 MWh by 2030. (Range depends upon high-impact strategies implementation and performance achieved.)
BUILDINGS	
B1: EVALUATE ENERGY EFFICIENCY GAINS FROM BUILDSMART CODE	Ensure BUILDSMART energy code results in energy efficiency gains for residential buildings.
B2: REDUCE CARBON FOOTPRINT OF EXISTING COMMERCIAL BUILDINGS	1% of existing square feet (SF) meets 2018 IECC efficiency standards and 1% are all-electric by 2030.
B3: REDUCE CARBON FOOTPRINT OF EXISTING RESIDENTIAL BUILDINGS	1% SF meet IECC 2018 efficiency standards, 20% reduce EUI* by 20% from 2018 baseline, and 11% are all-electric by 2030.
B4: LOW-CARBON COMMERCIAL NEW CONSTRUCTION	All new buildings will meet 2018 IECC requirements and are all-electric.
B5: LOW-CARBON RESIDENTIAL NEW CONSTRUCTION	All new buildings will meet 2018 IECC requirements and are all-electric.
TRANSPORTATION	
T1: REDUCE VEHICLE MILES TRAVELED (VMT)	4% total reduction in VMT by 2030.
T2: INCREASE ON-ROAD EV ADOPTION	30% VMT by electric vehicles by 2030.
T3: TRANSITION TO CLEAN MUNICIPAL FLEETS AND EQUIPMENT	100% clean fleets by 2030 and equipment by 2035.

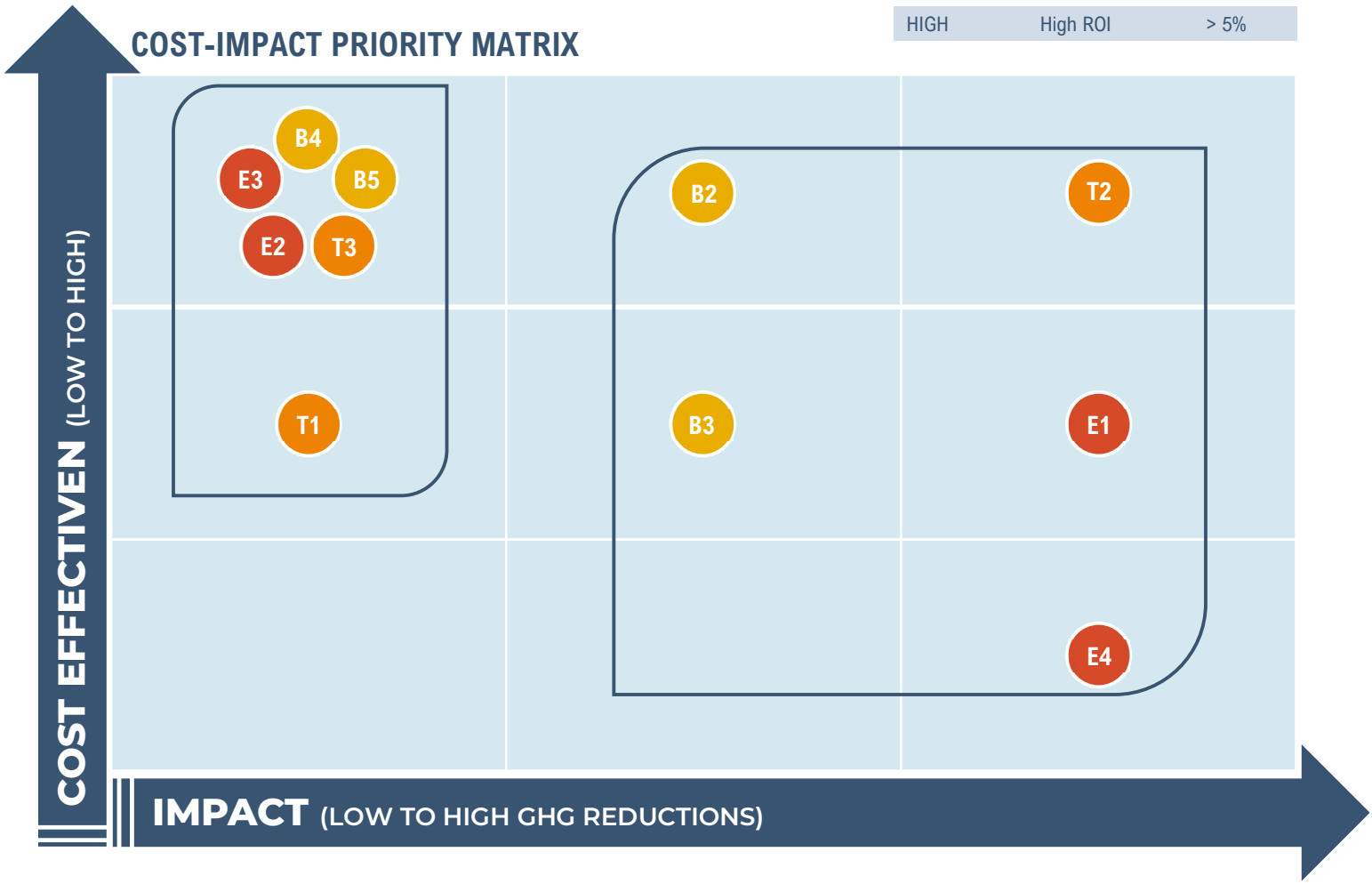
NOTE: Energy Use Intensity (EUI) expresses a building's energy use as a function of its size or other characteristics. (ENERGY STAR, https://www.energystar.gov/buildings/benchmark/understand_metrics/what_eui)

Each strategy was evaluated based on the potential impact on the reduction of energy-related GHG emissions and whether the strategy contributed to the stated clean energy goals. Of the strategies evaluated, five were highlighted as having a medium to high level of impact on the County's GHG emissions as defined by the 2018 baseline.

Cost effectiveness was determined by evaluating potential energy cost data from the U.S. Energy Information Administration and high-level assumptions on return on investment (ROI) based on publicly available studies (U.S. Energy Information Administration, 2022).

The relationship between the potential mitigation impact and the cost effectiveness of each strategy is mapped in the Cost-Impact Priority Matrix. Details on the magnitude of potential impact for each strategy and cost analysis can be found in the **ENERGY SUPPLY, BUILDINGS,** and **TRANSPORTATION** sections of this report.

MATRIX KEY	COST EFFECTIVENESS	IMPACT (GHG REDUCTIONS)
LOW	Low ROI	< 2%
MEDIUM	Cost Neutral	2 to <5%
HIGH	High ROI	> 5%



CLEAN ENERGY GOAL FEASIBILITY

The table below summarizes whether Blaine County and the cities of Bellevue, Hailey and Ketchum will be able to achieve shared clean energy goals based on the recommended high-impact strategies and additional measures as identified. Details on the analysis of the energy supply mix needed to support these goals and the associated service providers can be found in the **ENERGY SUPPLY** section of this report.

SUMMARY OF CLEAN ENERGY GOALS AND POTENTIAL ACHIEVEMENT

CLEAN ENERGY GOAL	ACHIEVABLE	NOTES
75% CLEAN ELECTRICITY FOR MUNICIPAL BY 2025		Achievable through a combination of grid-supplied clean electricity and municipal participation in a renewable energy program, green energy tariff, or purchase of renewable energy credits (REC). Cost to meet goal will be dependent on Idaho Power (IPCO) meeting its 2021 Integrated Resource Plan (2021 IRP) emission reduction targets (Idaho Power, 2021). Details on meeting this goal are outlined in section **E2: SWITCH TO CLEAN ENERGY FOR MUNICIPAL ELECTRICITY USE.**
100% CLEAN ELECTRICITY FOR MUNICIPAL BY 2030		Achievable through a combination of grid-supplied clean electricity and municipal participation in a renewable energy program, green energy tariff, or purchase of RECs. Cost to meet goal will be dependent on IPCO meeting its 2021 IRP emission reduction targets. Details on meeting this goal in section **E2: SWITCH TO CLEAN ENERGY FOR MUNICIPAL ELECTRICITY USE**
100% CLEAN ELECTRICITY FOR COMMUNITY BY 2035		Achievable through a combination of grid-supplied clean electricity, local renewable installs, and community-wide participation in an available renewable energy program. Cost to meet goal will be dependent on IPCO meeting its 2021 IRP emission reduction targets. Details on meeting this goal are outlined in section **E4: PROCURE UTILITY-SCALE RENEWABLE ENERGY.**
100% CLEAN ENERGY FOR COMMUNITY BY 2045		The 2021 IRP set a goal for 100% clean grid-supplied electricity by 2045. Intermountain Gas Company filed a request for access to renewable natural gas for distribution but is not currently proposing purchasing this commodity due to high costs (Intermountain Gas Company, 2022). The development of 100% renewable natural gas will be dependent on market demand and industry advancements. The best-in-class scenario forecasts a reduction in natural gas usage of 79% by 2045. Analysis considered potential impacts to natural gas consumption from building electrification strategies. Assumptions detailed in sections **B2 / B3: REDUCE CARBON FOOTPRINT OF EXISTING COMMERCIAL / RESIDENTIAL BUILDINGS** and **B4 / B5: LOW-CARBON COMMERCIAL / RESIDENTIAL NEW CONSTRUCTION.** Best-in-class scenario for transportation strategies forecasts more than 50% reduction in vehicle miles traveled. Even with full implementation, the county would not be able to meet the transportation sector goals. Transportation strategies will take time to implement and are highly influenced by technological developments and consumer behavior. Assumptions detailed in **TRANSPORTATION** section. A pathway for achievement is to purchase carbon offsets. However, cost may be prohibitive (estimated at over $2M for 2045 based on best-in-class implementation for all strategies and a current offset cost of $16.25/tonne). (Carbonfund.org, 2022)

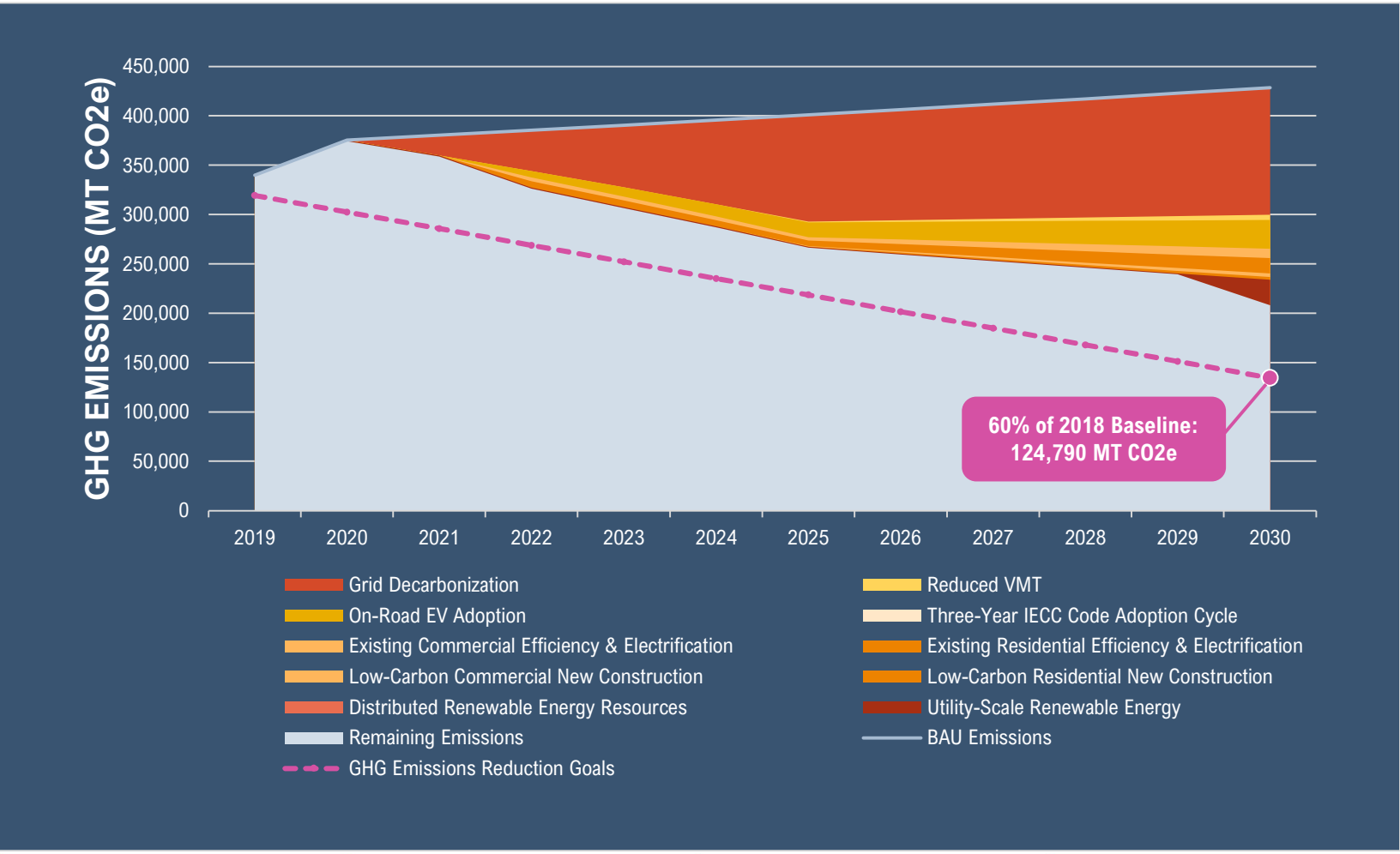
2030 SCIENCE-BASED TARGET FEASIBILITY

For each strategy, the magnitude of impact was evaluated against the SBT – a 60 percent reduction in Scope 1 and 2 emissions by 2030 from the 2018 GHG inventory baseline, or 187,184 MT CO2e. The wedge diagram below shows the BAU GHG emissions forecast and the relative contribution to emissions reductions over the time horizon for each strategy. The dotted line illustrates the SBT.

The analysis assumes a best-case scenario in which all strategies are implemented at a best-in-class level. Under this scenario, the county can reach 78 percent of emissions reduction toward the SBT with a gap of just over 60,000 MT CO2e needed. Decarbonizing the grid, increasing on-road EV adoption, and improving energy efficiency and building electrification standards for existing residential buildings were the most impactful strategies for reducing GHG emissions. Procurement of utility-scale renewable energy was added to the evaluation to minimize the gap toward the SBT. The range of mitigation impact and cost associated with procuring renewable energy through a utility-scale program will be dependent on the cumulative performance achieved in the execution of all of the high-impact strategies.

This analysis acknowledges that while common high-impact strategies were evaluated, other strategies could be identified that would address the gap, and future analysis may be required. Details around each strategy's contribution to meeting the 2030 SBT can be found under the focus area sections in the report: **ENERGY SUPPLY, BUILDINGS,** and **TRANSPORTATION**.

BEST-CASE SCENARIO - BLAINE COUNTY GHG EMISSIONS PROJECTIONS



ENERGY SUPPLY

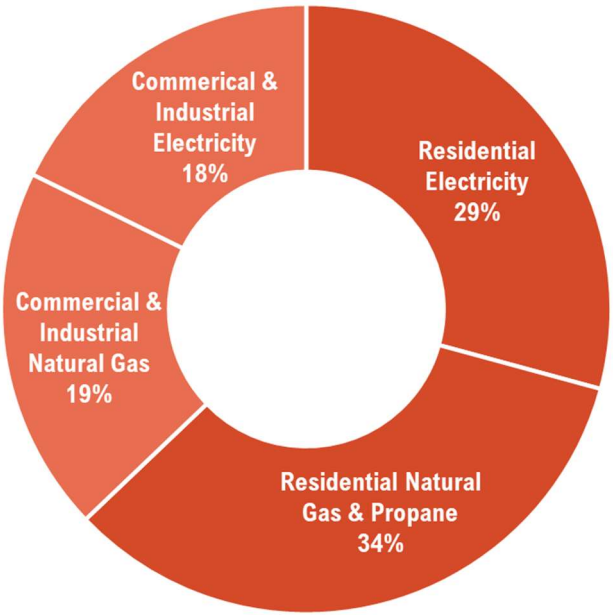


ENERGY USE BY SECTOR

In 2018, energy usage in the county was over 2,640,000 MMBtu, with 53 percent of usage from natural gas and propane sources and 47 percent from electricity. Residential energy usage represented 63 percent of the total, with commercial and industrial usage accounting for 37 percent.

2018 ENERGY USE BY SECTOR

2,640,009 MMBtu



Residential consumption of natural gas and propane represented 63 percent of the total 1,400,700 MMBtu used in 2018. Intermountain Gas Company (IMG) is the primary provider of natural gas for Blaine County. Estimates for natural gas usage were based on information received from IMG for Ketchum, Hailey, Sun Valley, and Bellevue. Natural gas estimates associated with Carey were considered de minimis and not included in the Blaine County totals. Propane was provided by AmeriGas for residents and only represented two percent of total usage.

Energy losses along transmission and distribution systems for electricity or natural gas were not included in the 2018 energy use by sector totals. However, the Blaine County 2018 GHG inventory did acknowledge fugitive natural gas emissions - attributed to natural gas leakage along production areas; transmission and distribution systems; at gas meters; and even within residential and commercial buildings - of over 2,000 MT CO2e.

In 2018, electric usage totaled over 1,200,000 MMBtu, with 62 percent of electricity being consumed by residents. Blaine County is supported by two electric service providers: Idaho Power and Salmon River Electric Cooperative. Idaho Power provides 99 percent of the total electric requirements for the county.

Idaho Power Company

According to Idaho Power's 2020 ESG Report, approximately 60 percent of Idaho Power's portfolio of resources is considered clean - with a stated goal of achieving 100 percent clean energy by 2045 (Idaho Power, 2020).

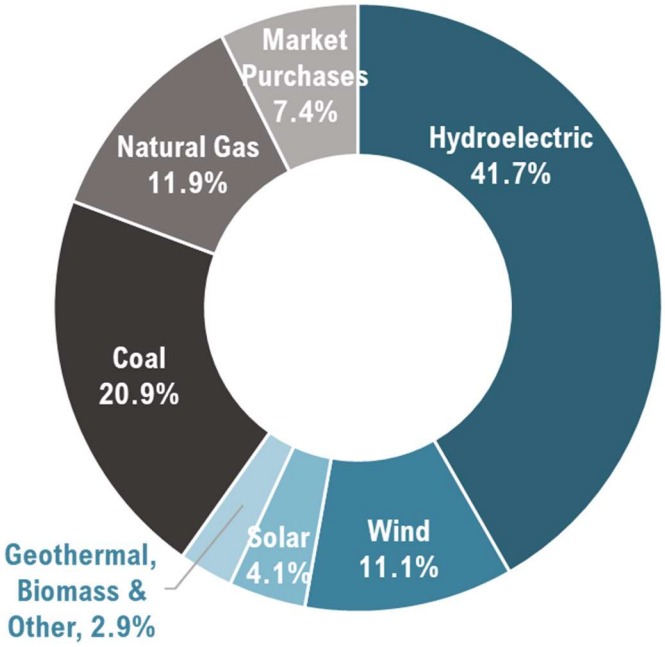
Idaho Power's portfolio of resources is not representative of the actual energy mix delivered to Blaine County, as the company currently sells its renewable energy credits. The sale transfers the legal rights to claim use of the renewable energy generation to the buyer (Idaho Power, 2021).

In addition, Idaho Power's portfolio mix is dependent on normal water conditions, average temperatures, and forecasted customer demand. Idaho Power has experienced years with lower water levels and higher expected demand. Under these conditions, use of hydroelectric generation has declined and fossil fuel generation has increased which resulted in

higher-than-expected CO_2 emissions. In fact, Idaho Power's published actual emissions factors for 2019 and 2020 were higher than the 2018 baseline due to drought and above normal customer demand. (Idaho Power, 2021)

2020 IDAHO POWER ENERGY MIX

(Idaho Power, 2021)



Salmon River Electric Cooperative

Salmon River Electric Cooperative provides one percent of Blaine County's total electricity requirements. It does not own generation and supplies consumers entirely with electricity procured through a wholesale market. Limited information is available on Salmon River's purchasing strategy and whether the cooperative procures clean energy resources.

NOTE: An emission factor (EF) is a coefficient that describes the rate at which a given activity releases greenhouse gases into the atmosphere. (Climatiq, https://www.climatiq.io/docs/guides/what-is-an-emission-factor)

ENERGY SUPPLY

High-Impact Strategies

E1: Reduce Grid Carbon Intensity

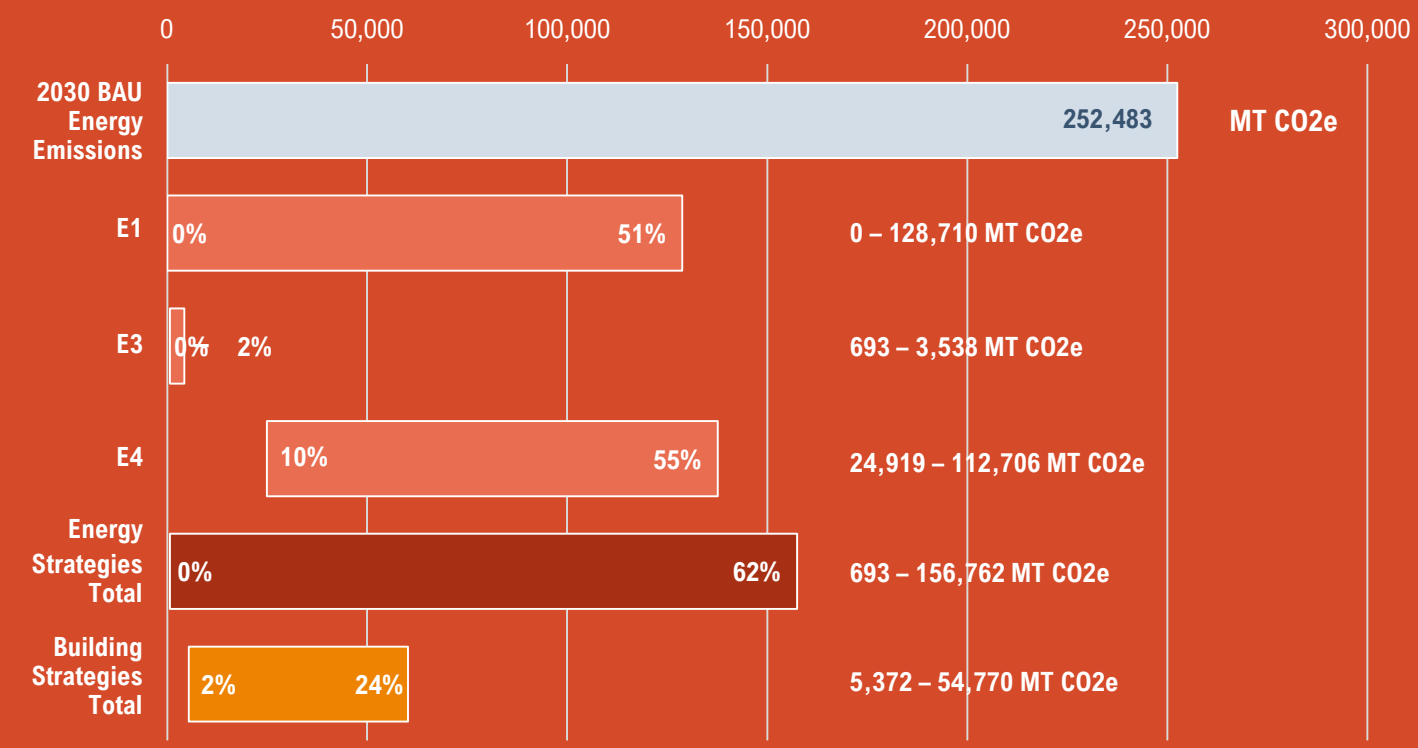
E2: Switch to Clean Energy for Municipal Electricity Use

E3: Expand Local, Distributed Renewable Energy Resources

E4: Procure Utility-Scale Renewable Energy



City of Ketchum Ore Wagon Museum Rooftop Solar Energy Generation





Assumptions and Methodology

The chart above illustrates the impact ranges for **ENERGY SUPPLY** strategies in 2030 as compared to the BAU forecast. The top bar represents the projected Scope 1 and 2 BAU electric and natural gas emissions in 2030 if no actions are taken. The bars adjacent to each strategy show the range of potential impact.

Strategy E2 is not displayed in the chart because municipal usage is included in the total energy emissions evaluated under strategy E1. A detailed analysis of municipal usage is captured in section ***E2: Switch to Clean Energy for Municipal Electricity Use***.

Analysis identified grid decarbonization as the highest impact opportunity for reducing GHG emissions. The model projected a maximum impact of all **ENERGY SUPPLY** strategies of 62 percent of 2030 BAU energy emissions – equivalent to a 37 percent reduction of all forecasted BAU total community emissions. The range of impact will be dependent upon on IPCO ability to meet its emissions targets.

E1 REDUCE GRID CARBON INTENSITY

METRIC:	80% by 2030
TARGET:	129,407 MT CO2e reduction
COST ESTIMATE:	Costs assumed to be included in projected utility rates

Analysis

Analysis was based on forecasted emissions reductions noted in Idaho Power's 2021 Integrated Resource Plan (IRP) and commitments noted as short-, medium-, and long-term targets outlined in Idaho Power's CO_2 Emissions Reduction Report.

Salmon River Electric Cooperative is assumed to purchase clean electricity through the wholesale market at the same emissions factor noted in Blaine County's 2018 GHG Inventory.

2030 GHG Emissions Impact

The range of emissions reduction potential from grid decarbonization is based on the emission factor assumptions in the table below. The current course assumes no change from the baseline and therefore no emissions reductions. The best-in-class course assumes Idaho Power attains its estimated future emissions factors.

The best-in-class course will reduce emissions by approximately 128,710 MT CO2e. This scenario projects a gap of approximately 700 MT CO2e toward achievement of the SBT.

EMISSION FACTOR ASSUMPTIONS

SCENARIO	DATA	VALUE (MT CO2/kWh)	SOURCE
BASELINE	Idaho Power 2018 emissions factor	0.000298	Blaine County GHG Inventory (Blaine County, 2021)
	Salmon River 2018 emissions factor	0.000118	Blaine County GHG Inventory
CURRENT COURSE	Idaho Power 2020 reported emissions factor	0.000380	Based on 2020 Idaho Power ESG Report (Idaho Power, 2021)
	Salmon River 2018 emissions factor	0.000118	Assumed no change in emissions factor; Blaine County GHG Inventory
BEST IN CLASS	Idaho Power's 2025, 2030, 2035, 2040, 2045 estimated emission factors	2025: 0.0001074 2030: 0.0000768 2035: 0.0000781 2040: 0.0000777 2045: 0	Based on Idaho Power CO_2 Emissions Reduction Report (Idaho Power, 2021). Short-, Medium- and Long-Term Targets based on % of 2005 baseline
	Salmon River 2018 emissions factor	0.00011837	Assumed no change in emissions factor; Blaine County GHG Inventory

E2 SWITCH TO CLEAN ENERGY FOR MUNICIPAL ELECTRICITY USE

METRIC:	75% by 2025; 100% by 2030	
TARGET:	2,729 MT CO2e by 2025 and 3,822 MT CO2e by 2030 reduction	
COST ESTIMATE:	2025 projected gap 270–3,845 MWh:	$2,700–$38,500
	2030 projected gap 2,265–6,540 MWh:	$22,700–$65,400

Analysis

Analysis was based on the electricity usage of the facilities and infrastructure associated with Blaine County and the cities of Bellevue, Hailey, and Ketchum. Municipal operations accounted for two percent of 2019 baseline electricity consumption and one percent of natural gas consumption.

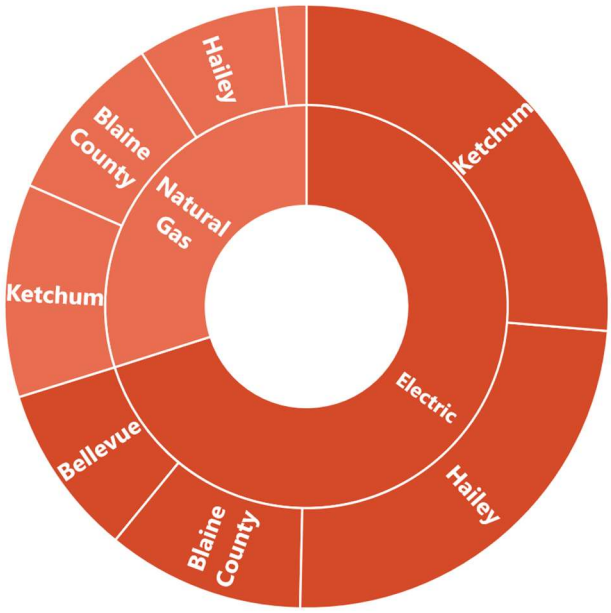
Total municipal energy consumption in 2019 was nearly 44,000 MMBtu – 70 percent electricity and 30 percent natural gas. The City of Ketchum was the largest electricity and natural gas user, averaging 37 percent and 38 percent of the totals respectively. Hailey was the second largest electricity consumer at 36 percent, while Blaine County was the second largest natural gas user at 30 percent. The adjacent chart shows the relative proportions of electricity and natural gas use by jurisdiction.

While natural gas use was captured to analyze contributions to GHG emissions, this strategy focuses on a transition to clean electricity and does not address changes in natural gas usage.

Based on average electric usage trends for 2018-2021, the BAU electricity forecast is estimated to grow by one percent annually. This growth coincides with population outlooks and is consistent with an expectation of growth in governmental service requirements. It was assumed that all municipal facilities will continue to be served by IPCO.

MUNICIPAL ENERGY USE BY JURISDICTION

2019 Energy Usage: 43,756 MMBtu



2025 Clean Electricity Impact

Sourcing 75 percent of current municipal electricity consumption from clean energy will result in an emissions reduction of 2,729 MT CO2e from projected 2025 emissions. The best-in-class scenario projects a gap of 120 MT CO2e toward achieving the goal. To close this gap, the county and cities will need to purchase renewable energy credits (REC) or participate in a green power program.

2030 Clean Electricity Impact

Sourcing 100 percent of municipal electricity consumption from clean energy resources will result in an emissions reduction of 3,822 MT CO2e from projected 2030 emissions. The best-in-class scenario projects an approximate gap of 770 MT CO2e to meet this goal. To close the gap, the county and cities will need to purchase renewable energy credits or participate in a green power program.

For achievement of the 2025 and 2030 goals, the range of impact and clean energy purchases will be dependent upon IPCO's attainment of its emissions targets.

EMISSION FACTOR ASSUMPTIONS

LEVEL OF IMPLEMENTATION	DATA POINT	VALUE (MT CO2/kWh)	SOURCE
CURRENT COURSE	Idaho Power 2020 reported emissions factor	0.000380	Based on the 2020 Idaho Power ESG Report (Idaho Power, 2021)
BEST IN CLASS	Idaho Power's 2025 and 2030 estimated emission factors	2025: 0.0001074 2030: 0.0000768	IPCO CO2 Emissions Reduction Report short-, medium- and long-term targets % of 2005 baseline.

Cost/Benefit Analysis

To meet 2025 and 2030 clean electricity goals, the county and cities will need to explore alternatives such as RECs and participation in green power programs. IPCO is also proposing new programs such as a green tariff program. Cost estimates are based on current course and best-in-class scenario. The cost estimate can be updated each year to incorporate current data on the grid-supplied clean energy mix.

Cost estimates will be dependent upon the renewable energy procurement option selected. The analysis utilized the price of $1/100 kWh for Idaho's Green Power Program. ROI is also unknown as it is project dependent.



Blaine County Public Safety Facility
Rooftop Solar Thermal Hot Water System

E3 EXPAND LOCAL, DISTRIBUTED RENEWABLE ENERGY RESOURCES

METRIC:	22% annual growth in generation capacity through 2030
TARGET:	700 MT CO2e reduction
COST ESTIMATE:	ROI of 2.5–5.6% based on net metering and time of use rates
	Projected accumulative savings through 2050: $16 Million

Analysis

Analysis was based on the installed distributed solar generation in the county for 2019-2021 and forecasted annual growth of new installed generation through 2030. Blaine County has seen an average annual growth rate of 22 percent for installed solar capacity, according to data provided by IPCO.

2030 GHG Emissions Impact

The range of emissions reductions potential from this strategy is from 693 to 4,231 MT CO2e. The target was set at 700 MT CO2e to address emissions reduction gap identified under strategy **E1: Reduce Grid Carbon Intensity**. The target assumes IPCO will meet its 2021 IRP emissions reductions targets. The calculation also assumes that annual growth in distributed renewable generation will continue at the current rate of 22 percent.

Cost/Benefit Analysis

Energy cost savings associated with local distributed generation are estimated to be nearly $16 million through 2050. The return on investment for solar installations is estimated to be between 2.5 and 5.6 percent and will depend upon net metering and electric time-of-use rates (Nadel, Zero-energy Buildings are Focus of Growing Number of Energy Efficiency Programs, 2020).

ASSUMPTIONS

LEVEL OF IMPLEMENTATION	DATA POINT	VALUE	SOURCE
BASELINE	2019 installed capacity in Blaine County	1.592 (MW)	Idaho Power email on total installed systems for Blaine County from 2019-2021 (Idaho Power, 2022)
CURRENT COURSE	Average annual growth of installed capacity in Blaine County	22%	Calculated annual growth based on Idaho Power email on total installed systems for Blaine County from 2019-2021 (Idaho Power, 2022)
BEST IN CLASS	Annual growth in residential solar	30%	Based on Solar Industry Research Data from Solar Energy Industries Association (Solar Energy Industries Association, 2021)

E4 PROCURE UTILITY-SCALE RENEWABLE ENERGY

METRIC:	60% reduction GHG emissions by 2030 (SBT)	
	100% clean electricity countywide by 2035	
TARGET:	24,000 to 141,000 MT CO2e reduction	
COST ESTIMATE:	2030 SBT projected gap 74,600–197,900 MWh:	$746,000–$1,979,000
	2035 projected gap 60,100–196,300 MWh:	$601,000–$1,963,000

Analysis

Analysis was based on renewable energy purchases needed to close the projected gap toward achievement of a 60 percent reduction in GHG emissions (SBT) and 100 percent clean electricity countywide by 2035.

2030 and 2035 GHG Emissions Impact

An offset through procurement of utility-scale renewables of between 24,000 MT CO2e and 141,000 MT CO2e is needed to help achieve the 2030 SBT and 2035 clean energy goal. The amount will depend upon the level of execution of high-impact strategies and the performance achieved. The county and cities can purchase clean electricity through a utility service provider to achieve approximately 78 percent of the SBT emissions reductions.

To maintain the 100 percent clean electricity goal, offsets will be needed until Idaho Power is able to meet its proposed goal of 100 percent clean energy by 2045.

Cost/Benefit Analysis

The gap toward achievement of clean energy goals and the SBT target is dependent upon how successful IPCO is at meeting their commitment to short-term, medium-term, and long-term emissions reduction targets. The cost estimate is based on current course and best-in-class scenario through 2030 and 2035. Cost estimates are also dependent on the offset option selected. The price of $1/100 kWh for Idaho's Green Power Program was used to develop high-level cost estimates.



Hillside Grain: 99.74 kW Solar Array Offsets Irrigation Pumping Costs

BUILDINGS

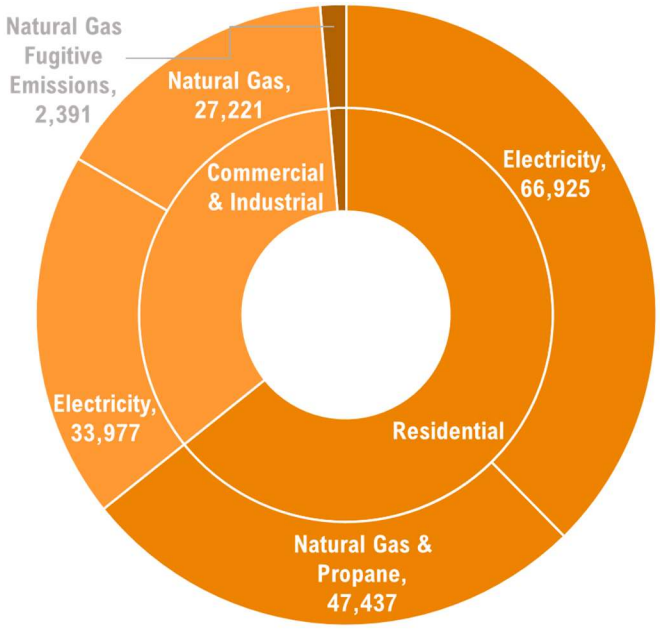


BUILDING SECTOR EMISSIONS

In 2018, buildings were responsible for 52 percent of GHG emissions, 34 percent from residential buildings and 18 percent from commercial buildings. Emissions are generated from fossil fuels burned on-site for heating, hot water and cooking, as well as electricity delivered to buildings. Emissions from leaks in the natural gas distribution system were considered fugitive emissions.

2018 BUILDINGS EMISSIONS BY SOURCE

177,951 MTCO2e



Residential buildings generated 65 percent of building sector emissions; commercial and industrial buildings generated 35 percent. Residential, commercial and industrial building electricity consumption generated 57 percent of building sector emissions; natural gas generated 43 percent.

Strategies in the **ENERGY SUPPLY** section address emissions from electricity consumption through a shift to clean energy resources.

BUILDINGS

High-Impact Strategies

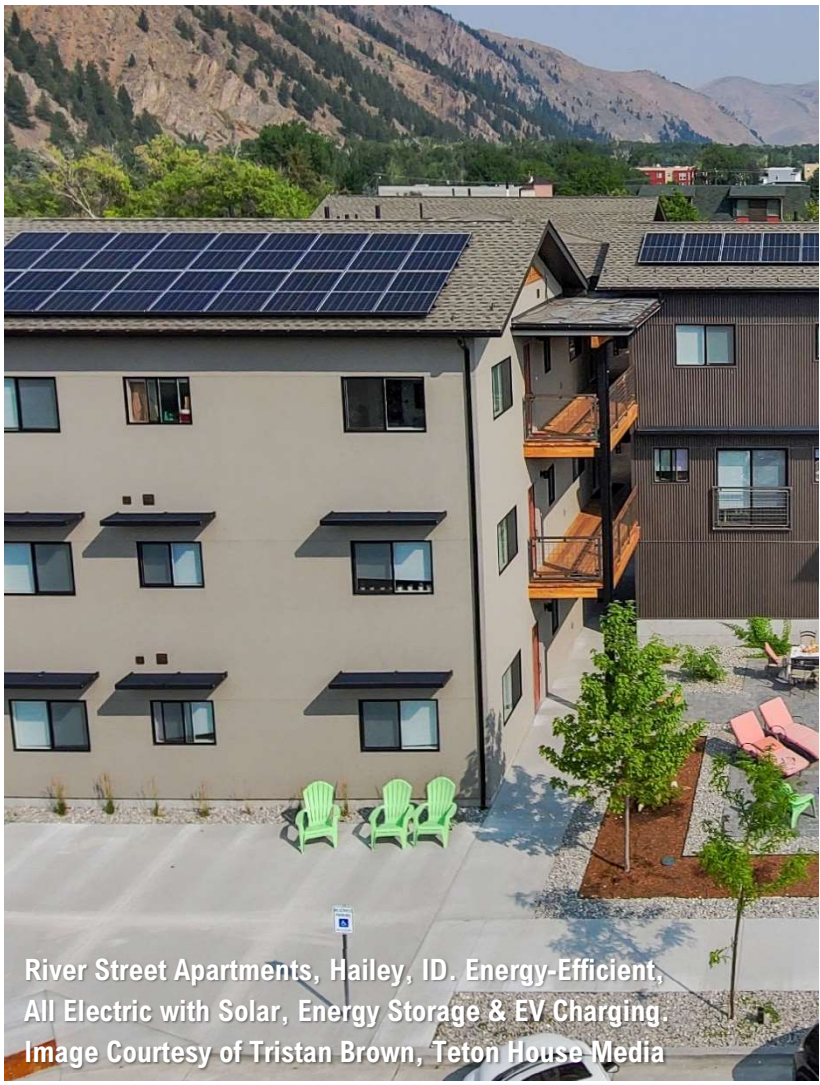
B1: Evaluate Energy Efficiency Gains from BUILDSMART Code

B2: Reduce Carbon Footprint of Existing Commercial Buildings

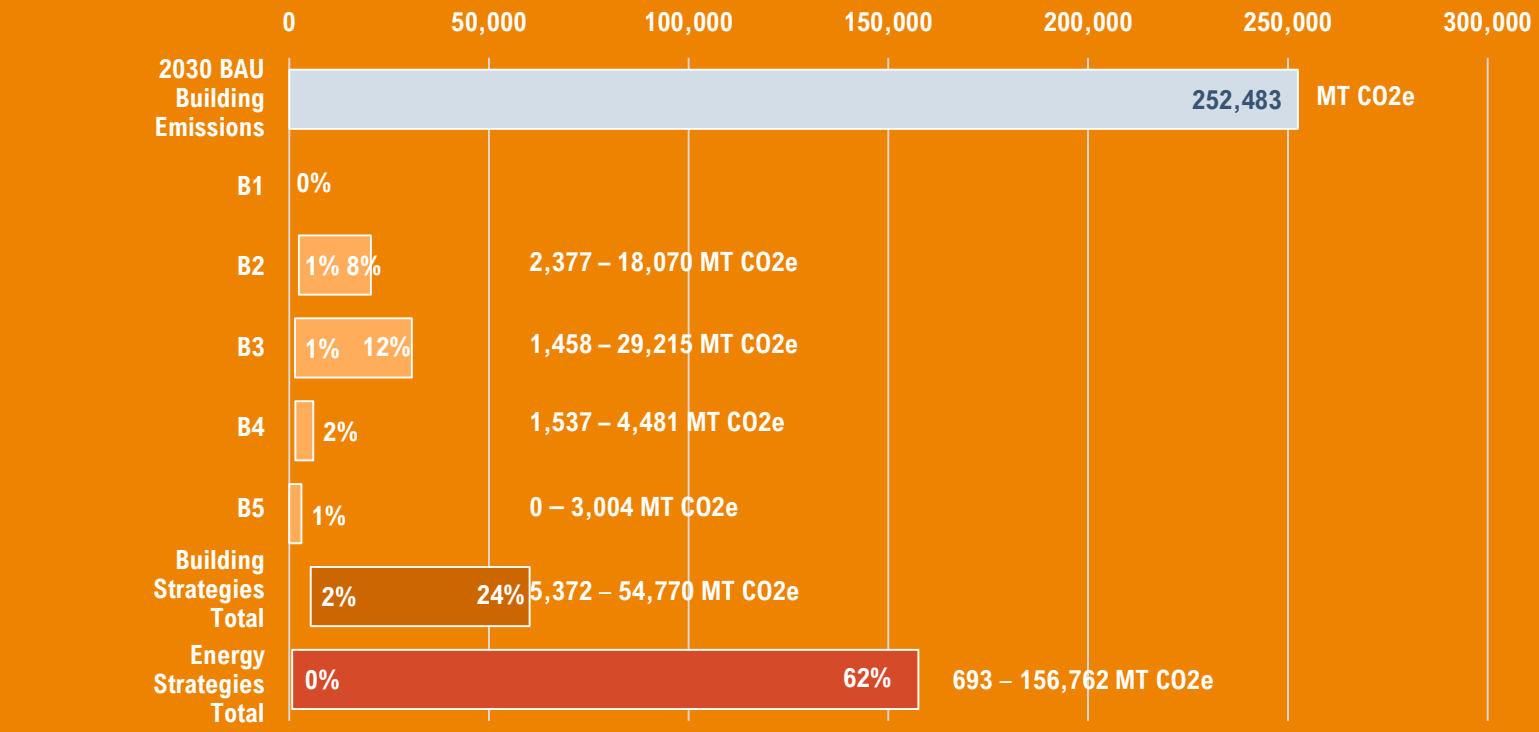
B3: Reduce Carbon Footprint of Existing Residential Buildings

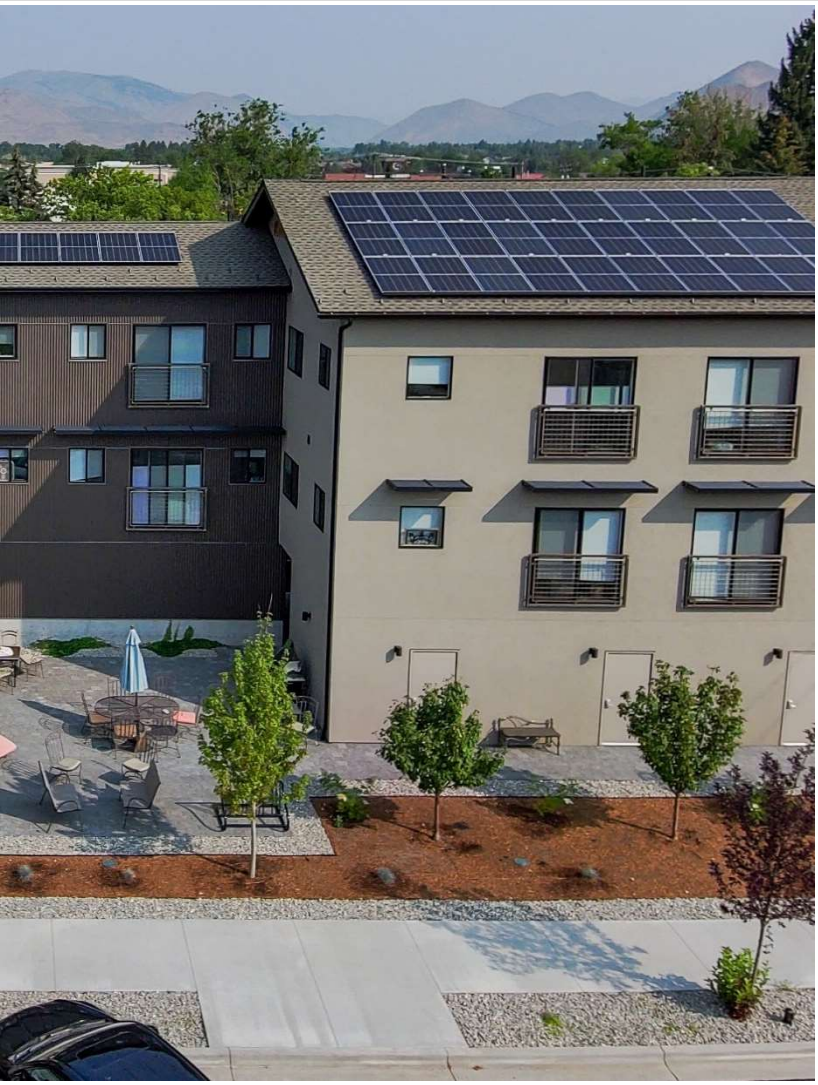
B4: Low-Carbon Commercial New Construction

B5: Low-Carbon Residential New Construction



River Street Apartments, Hailey, ID. Energy-Efficient, All Electric with Solar, Energy Storage & EV Charging. Image Courtesy of Tristan Brown, Teton House Media





Assumptions and Methodology

The chart above illustrates the range of impact for **BUILDINGS** strategies in 2030 as compared to the BAU forecast. The top bar shows the projected Scope 1 and 2 BAU building sector emissions in 2030 if no actions are taken. The bars next to each strategy show the range of potential impact for each strategy.

Analysis identified existing residential and commercial building retrofits as the highest impact opportunity for reducing GHG emissions from the building sector. The model projected a maximum impact of all **BUILDINGS** strategies of 24 percent of 2030 BAU building emissions. A barrier to greater building emissions reductions is the time needed to plan and implement building retrofit projects.

The range of potential impact from **ENERGY SUPPLY** strategies is also shown. The projected impact potential of **BUILDING** and **ENERGY SUPPLY** strategies combined is a 75 percent reduction in building emissions from the 2030 BAU projection.

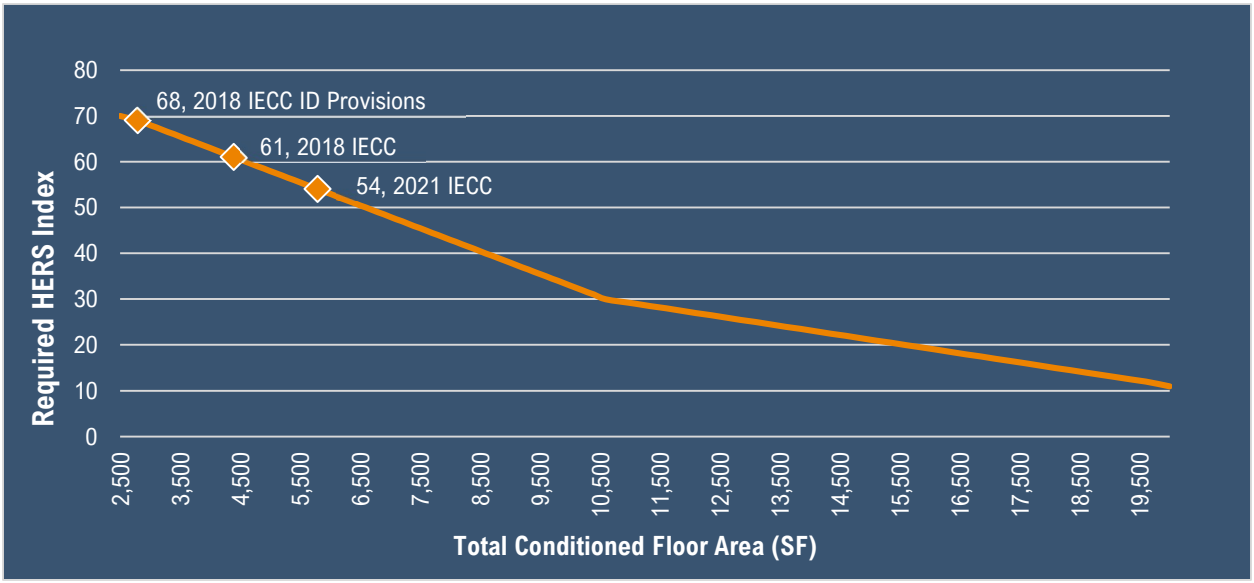
B1 EVALUATE ENERGY EFFICIENCY GAINS FROM BUILDSMART CODE

METRIC: Ensure BUILDSMART energy code results in energy efficiency gains beyond State code

TARGET: GHG reduction benefits included in strategy B4

Analysis

Analysis was based on adoption of the most current commercial and residential International Energy Conservation Code (IECC) shortly after release. Building code is set by the Idaho State Legislature. Blaine County has a grandfathered residential green building code, BUILDSMART, that has been in place since 2011. The performance path for this code is based on building size as shown below.

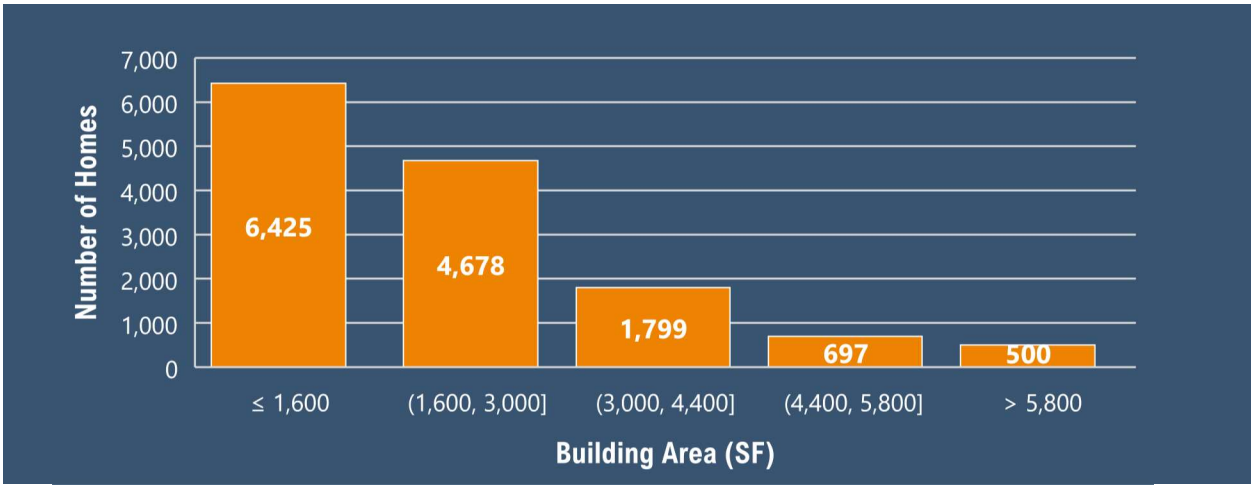


BLAINE COUNTY BUILDSMART HERS SCORE REQUIREMENTS BY BUILDING SIZE

The State of Idaho adopted the 2018 IECC with provisions that result in a HERS score of 68 for residential construction as compared to the 2018 IECC's more energy efficient HERS score requirement of 61. Blaine County has maintained the 2012 IECC Residential Provisions with the county's BUILDSMART amendments (excluding state amendments to the 2018 IECC).

The current state code is more rigorous for residential projects that are less than 2,800 square feet (SF). Blaine County's BUILDSMART code is more rigorous for larger homes. The 2021 IECC requires a HERS score of 54. If adopted by the State of Idaho, the BUILD-SMART code would only be more rigorous for residential projects greater than 5,800 SF.

RESIDENTIAL BUILDINGS BY SIZE, BLAINE COUNTY ASSESSOR'S DATA



Based on data from the Blaine County Assessor's Office, 24 percent of homes are larger than 2,800 SF and represent 49 percent of the total residential building area; four percent of homes are larger than 5,800 SF and represent 13 percent of total residential building area.

Since larger homes make up a significant portion of the residential area, further analysis is needed to review trends in building stock and projected home sizes to inform code changes that will have the greatest impact on reducing residential energy use.

2030 GHG Emissions Impact

GHG reduction benefits from code adoptions or above-code efforts are reflected in strategy B4: Low-Carbon Commercial New Construction.

Cost/Benefit Analysis

No savings are assumed.



Rooftop Solar Project
Image Courtesy of John Reuter, Bluebird Solar

B2 REDUCE CARBON FOOTPRINT OF EXISTING COMMERCIAL BUILDINGS

METRIC:	1% of existing SF meets IECC 2018 efficiency standards, and 1% are all-electric by 2030	
TARGET:	11,713 MT CO2e reduction	
COST ESTIMATE:	Projected accumulative savings in 2030:	$2.6–$3.2 Million

Analysis

Analysis was based on building stock data from the Blaine County Assessor's Office and the emissions reductions potential from improving energy efficiency and electrifying building systems in existing commercial, industrial and municipal building.

2030 GHG Emissions Impact

The range of impact reflects current and best-in-class implementation outcomes for energy efficiency, building electrification, and **ENERGY SUPPLY** strategies.

ASSUMPTIONS

LEVEL OF IMPLEMENTATION	DATA POINT	VALUE	SOURCE
MODELING DATA	Commercial, industrial, municipal building area	9,287,401 SF	Blaine County Assessor's data
	Current building EUI	99 kBtu / SF	Assessor's and utility data
CURRENT COURSE	Annual electricity savings from retrofits	1.77% / YR Max. 40%	IPCO commercial incentive program performance data (pg. 9). (Idaho Power, 2021). EPA Lead by Example Guide (EPA, 2009)
	Annual natural gas savings from retrofits	0% / YR	Natural gas efficiency programs in Idaho (American Council for an Energy-Efficient Economy, 2022)
	Percent of natural gas uses switch to electric	0%	Existing building electrification negligible.
BEST IN CLASS	Annual electricity savings from retrofits	2.34% / YR Max. 40%	Best energy efficiency programs by state (MA pg. 17). (American Council for an Energy-Efficient Economy, 2022)
	Annual natural gas savings from retrofits	1.94% / YR	Best energy efficiency programs by state (CA pg. 20). (American Council for an Energy-Efficient Economy, 2022)
	Percent of natural gas uses switch to electric	80% commercial; 50% industrial	Study of electrification potential by 2050 (National Renewable Energy Laboratory, 2017).

Cost/Benefit Analysis

Businesses in the county are projected to spend about $19 million in 2030 on electricity and natural gas for facilities. By upgrading building systems to improve energy efficiency and transitioning to clean electricity, these costs could be reduced by $2.6 to $3.2 million. The simple payback for these projects varies by project type as shown in the table below (Nock & Wheelock, 2010).

Cost savings from electrification strategies has been shown to be strongly influenced by utility rate structures with greater benefits from a favorable time-of-use rate (Group 14 Engineering, 2020). Participating in Idaho Public Utility Commission cases that address IPCO rate structures may be an essential tactic for increasing building electrification.

ENERGY EFFICIENCY COST SAVINGS

RETROFIT TYPE	% ENERGY SAVINGS[1]	SIMPLE PAYBACK	COST PSF[2]
RETROCOMMISSIONING	10–20%	4 MO–2.4 YR	$0.30
ENERGY SERVICE COMPANY CONTRACT	20–40%	3–12 years	$2.50
INTEGRATED DESIGN	30–60%	7–12 years	$2.50
NET ZERO ENERGY	50–90%	8–20 years	Variable

[1] Saving more than 50% of existing energy usage requires innovative design and changes in behavior.

[2] Cost per square foot (PSF) varies widely due to the difference in energy intensity by building use. When analyzing a range of building uses, the payback period is generally more consistent and more informative than the cost PSF.



Limelight Hotel, LEED Silver Certification
Image Courtesy of Limelight Hotel

B3 REDUCE CARBON FOOTPRINT OF EXISTING RESIDENTIAL BUILDINGS

METRIC:	1% of existing SF meets IECC 2018 efficiency standards; 20% reduce EUI by 20%; and 11% are all-electric by 2030	
TARGET:	5,701 MT CO2e reduction	
COST ESTIMATE:	Projected accumulative savings in 2030:	$1.6–$4.5 Million

Analysis

Analysis was based on building stock data from the Blaine County Assessor's Office and the emissions reductions potential from improving energy efficiency and electrifying building systems in existing commercial, industrial and municipal building.

2030 GHG Emissions Impact

The range of impact reflects current and best-in-class implementation outcomes for energy efficiency, building electrification, and ENERGY SUPPLY strategies.

ASSUMPTIONS

LEVEL OF IMPLEMENTATION	DATA POINT	VALUE	SOURCE
MODELING DATA	Resident building area	31,096,019 SF	Blaine County Assessor's data
	Residential building EUI	54 kBtu / SF	Assessor's and utility data
CURRENT COURSE	Annual electricity savings from retrofits	0.69% / YR	IPCO residential incentive program performance data (pg. 9). (Idaho Power, 2021)
	Annual natural gas savings from retrofits	0% / YR	Natural gas efficiency programs in Idaho (American Council for an Energy-Efficient Economy, 2022)
	Percent of natural gas uses switch to electric	0%	Existing building electrification negligible.
BEST IN CLASS	Annual electricity savings from retrofits	2.34% / YR	Best energy efficiency programs by state (MA pg. 17). (American Council for an Energy-Efficient Economy, 2022)
	Annual natural gas savings from retrofits	1.94% / YR	Best energy efficiency programs by state (CA pg. 20). (American Council for an Energy-Efficient Economy, 2022)
	Percent of natural gas uses switch to electric	80% residential use by 2050	Study of electrification potential by 2050 (National Renewable Energy Laboratory, 2017).

Cost/Benefit Analysis

Home owners and renters in Blaine County are projected to spend about $28 million in 2030 on electricity, natural gas, and propane. By upgrading building systems to use less energy and transition to clean electricity, these costs can be reduced by $1.6 to $4.5 million.

The cost and savings for residential energy efficiency projects varies based on size and existing conditions. Projects can range from do-it-yourself (DIY) home improvements to deep energy retrofits. Deep energy retrofits and electrification projects can result in long payback periods. However, these projects provide other benefits. High-efficiency homes improve health and comfort and enhance resilience to extreme weather events.

DIY Home Efficiency

The U.S. Department of Energy (DOE) provides a list of simple and low-cost home efficiency projects, along with associated costs and savings as shown in the table below (Minos, 2021). These projects have a low upfront cost and short payback period and can improve the efficiency of a home by as much as 25 percent.

ESTIMATED COSTS & SAVINGS

EFFICIENCY PROJECT	DESCRIPTION	ESTIMATED COST	ESTIMATED SAVINGS
LOWER WATER HEATING TEMPERATURE	Set water heater to 120°F	$0	$12-$30 / YR for each 10°F reduction
INSULATE HOT WATER PIPES	Install insulation on exposed hot water pipes	$10-$15	$8-$12 / YR
INSULATE HOT WATER TANK	Add insulation jacket to older water tank with poor insulation	$30	$20-$45
INSTALL EXTERIOR STORM WINDOWS	Add low-emissivity storm windows outside existing inefficient windows	$60-$200 per window	10-25% annual energy cost
SEAL AIR LEAKS	Seal around windows and doors with caulk and weatherstripping	$3-$30	5-10% annual energy cost

Deep Energy Retrofits & Electrification

In a recent American Council for an Energy-Efficient Economy (ACEEE) report, deep retrofit packages were developed to update older housing stock to high-efficiency, all-electric homes. The report found that site energy use can be reduced by 74–79 percent for cold weather homes built before 1970. The retrofit package – full-envelope upgrades, lighting replacements, and heat pump space and water heating – was estimated to cost $53,000 per home and provide annual energy savings of $1,000 to $1,400, resulting in an extended payback (Amann, Srivastava, & Henner, 2021).

Electrification of Home Heating Systems

For homes with high-efficiency envelopes, a switch to all-electric heat pumps for space and water heating was estimated to cost $20,400 and to increase annual utility costs by $350. Replacing natural gas equipment at end-of-life with heat pumps can mitigate the cost. A favorable time-of-use electric rate paired with a $4,600 equipment rebate can result in a 15-year net present value that is equal to natural gas equipment (Group 14, 2020). Based on this study, home electrification is likely to have an extended payback or require investment from the homeowner.


KETCHUM
FIRE DEPARTMENT



KETCHUM FIRE STATION

Image courtesy of Cole Architects

LEED SILVER (pending)

NET ZERO ENERGY BY 2030

ELECTRIC SYSTEMS

Air source heat pumps for heating and cooling, induction cooktop.

ENERGY PERFORMANCE

23.8% modeled energy cost savings from energy measures: high-efficiency insulation values, efficient lighting fixtures and occupancy sensors, energy recovery units on exhaust air, and high-efficiency HVAC system with heat recovery and condensing boiler for apparatus bay radiant floor system.

SOLAR & EV CHARGING

Solar- and EV-ready systems will facilitate cost-effective solar and EV charging installation.

BATTERY ENERGY STORAGE

Building design allocated space for energy storage to facilitate installation.

WATER CONSERVATION

Efficient systems, fixtures, and controls led to a 26% energy cost savings and 40% reduction in indoor water use.

BIKE STORAGE

Secure bike storage encourages car-free commuting.

B4 LOW-CARBON COMMERCIAL NEW CONSTRUCTION

METRIC:	100% new construction meets 2018 IECC and are all-electric	
TARGET:	1,680 MT CO2e reduction	
COST ESTIMATE:	Projected savings in 2030:	$350,000

Analysis

Analysis was based on building stock data from the Blaine County Assessor's Office and employment trends to estimate the emissions reductions potential was from high-efficiency and electric building systems in commercial and municipal new construction. Analysis does not include industrial buildings as the energy efficiency and electrification potential is variable depending on building use.

2030 GHG Emissions Impact

The range of impact reflects current and best-in-class implementation outcomes for energy efficiency, building electrification, and **ENERGY SUPPLY** strategies.

ASSUMPTIONS

LEVEL OF IMPLEMENTATION	DATA POINT	VALUE	SOURCE
MODELING DATA	Commercial growth rate	2% / YR	Average employment trends (Data Commons, 2022)
	Current building stock EUI	99 kBtu / SF	Average EUI of current commercial building stock
CURRENT COURSE	Average new construction EUI[3]	61.8 kBtu / SF	2018 IECC weighted average (Pacific Northwest National Laboratory, 2018)
	Percent of natural gas uses switch to electric	0%	Existing building electrification negligible
BEST IN CLASS	Average new construction EUI	24.7 kBtu / SF	Net Zero EUI for small and medium office buildings (ASHRAE, 2019)
	Percent of natural gas uses switch to electric	100%	Key feature of net-zero commercial construction

Cost/Benefit Analysis

High-efficiency and all-electric new construction could save up to $350,000 in utility costs in 2030. Modeling studies of small, commercial buildings show a lower up-front cost than conventional construction mainly due to the avoided cost of natural gas infrastructure. An increase in annual utility costs of less than 10 percent is estimated. Favorable time-of-use utility rates can result in a 15-year net present value equal to conventional construction. (Group 14, 2020)

[3] BAU forecast assumes new buildings match the average EUI of existing building stock (99 kBtu/SF). The lower EUI is based on adoption of the 2018 IECC.

B5 LOW-CARBON RESIDENTIAL NEW CONSTRUCTION

METRIC:	100% new construction meets 2018 IECC and are all-electric
TARGET:	1,810 MT CO2e reduction
COST ESTIMATE:	Favorable 15-year net present value.

Analysis

Analysis was based on population growth projections and building stock data from the Blaine County Assessor's Office and population growth projections of low- to zero-carbon emissions from fuel use. New residential construction practices include energy efficiency and electric technologies for heating and cooling, hot water, and cooking.

2030 GHG Emissions Impact

The range of impact reflects current and best-in-class implementation outcomes for energy efficiency, building electrification, and **ENERGY SUPPLY** strategies.

ASSUMPTIONS

LEVEL OF IMPLEMENTATION	DATA POINT	VALUE	SOURCE
MODELING DATA	Growth rate	0.99% / YR	Population growth rate projections
	Current building stock EUI	54 kBtu / SF	Average EUI of current residential building stock
CURRENT COURSE	Average new construction EUI[3]	54 kBtu / SF	No change because residential code hasn't changed since 2016.
	Percent of natural gas uses switch to electric	0%	Existing building electrification negligible
BEST IN CLASS	Average new construction EUI	15.3 kBtu / SF	Estimated energy efficiency reductions of 50% for net zero homes, ACEEE guidelines (Nadel, Programs to Promote Zero-Energy New Homes and Buildings, 2020) and modeled all-electric buildings (Group 14, 2020)
	Percent of natural gas uses switch to electric	100%	Key feature of net-zero commercial construction

Cost/Benefit Analysis

All-electric, new single-family residential construction would result in a small increase in utility costs under the current rate structure. Based on modeled all-electric, single-family homes, the upfront cost of new construction is 25 percent less than traditional construction practices mainly due to eliminated natural gas infrastructure costs. The increased annual utility costs are estimated at approximately $350. However, the 15-year net present value is lower than standard construction. Favorable time-of-use rates can lower these costs even further.

NET ZERO ENERGY HOME, KETCHUM, IDAHO

Image Courtesy of Scott Pinizzotto

SOLAR ARRAY

25 kW Tesla Solar Roof

ELECTRIC SYSTEMS

Air source heat pumps, induction cooktop, heat pump water heater.

ENERGY EFFICIENCY

8" walls with staggered 2x4 construction, triple pane Loewen windows and doors.

EV CHARGING

L2 50-amp and 80-amp Ford Charge Station Pro bidirectional charger.

BATTERY ENERGY STORAGE

Whole home backup from Ford F150 Lightning ER (135kWh battery)

SMART ELECTRIC PANEL

Two SPAN.io panels



TRANSPORTATION



TRANSPORTATION SECTOR EMISSIONS

In 2018, on-road transportation represented 40 percent of GHG emissions in Blaine County. These emissions are generated from gasoline and diesel fuels used in vehicles traveling on roads in the county. Gasoline vehicles contributed over 70 percent to the total on-road transportation emissions total.

According to the U.S. Census Bureau, 84 percent of households in Blaine County have two or more vehicles available and the average commute was 18 minutes in 2020, which was less than the average commute for the state. In addition, 73 percent of people commuting to work drove alone, 13 percent worked from home, and 14 percent utilized other forms of transportation or carpooled. (U.S Census Bureau, 2022)

The Center for Neighborhood Technology (CNT) Housing and Transportation Affordability Index reports that the average annual transportation costs in Blaine County is 27 percent of household income, or $14,410. Transportation costs are considered affordable if they are 15 percent or less of household income (CNT, 2022).

Indicators such as high transportation costs, number of vehicles per household, and large percent of light-duty vehicles highlight an opportunity to encourage EV adoption.

Location efficiency directly correlates with annual vehicle miles traveled (CNT, 2022). Blaine County's location efficiency metric reported by CNT is very low, meaning neighborhoods have low access to jobs, are auto-dependent, have limited access to public transportation, and are predominantly low-density with limited walkability. The cities have slightly higher scores. Ketchum scores the highest (scale of 1 – 10): Job Access is 2.8, All Transit Performance Score is 4.7, and Compact Neighborhood is 3.3.

TRANSPORTATION

High-Impact Strategies

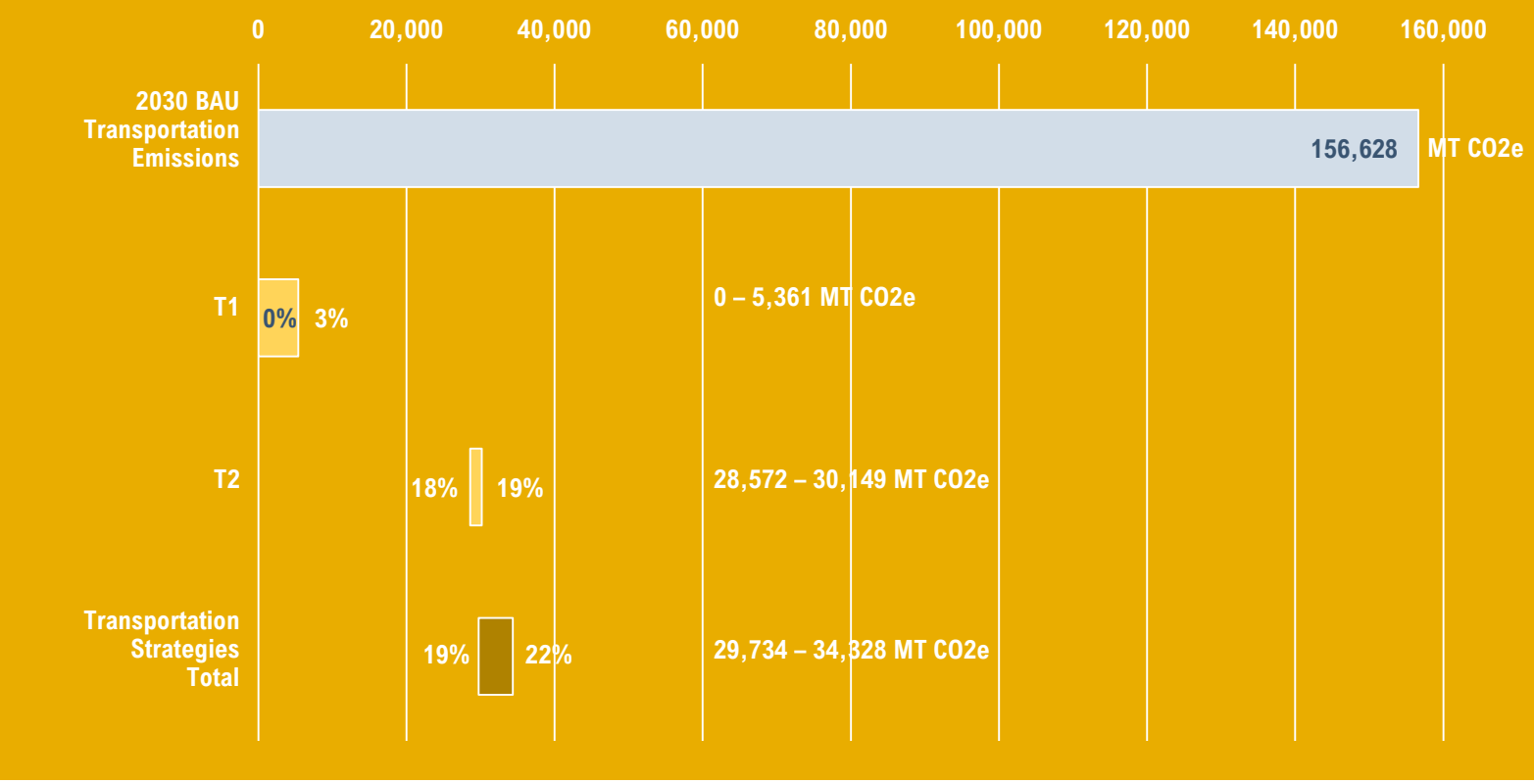
T1: Reduce Vehicle Miles Traveled

T2: Increase On-Road EV Adoption

T3: Transition to Clean Municipal Fleets and Equipment



@ecobadlandz Rivian R1T charging at Blaine County's DC Fast Charger





Assumptions and Methodology

The chart above illustrates the range of impact for **TRANSPORTATION** strategies. The top bar shows the projected Scope 1 and 2 BAU transportation emissions in 2030 if no actions are taken. The bars next to each strategy show the range of potential impact for each strategy. Strategy T3 – Transition to Clean Municipal Fleets and Equipment – is not displayed in the chart because municipal fleet vehicle miles traveled (VMT) were considered part of the total VMT evaluated under strategy T1. However, analysis of municipal fleet impacts is captured in this section.

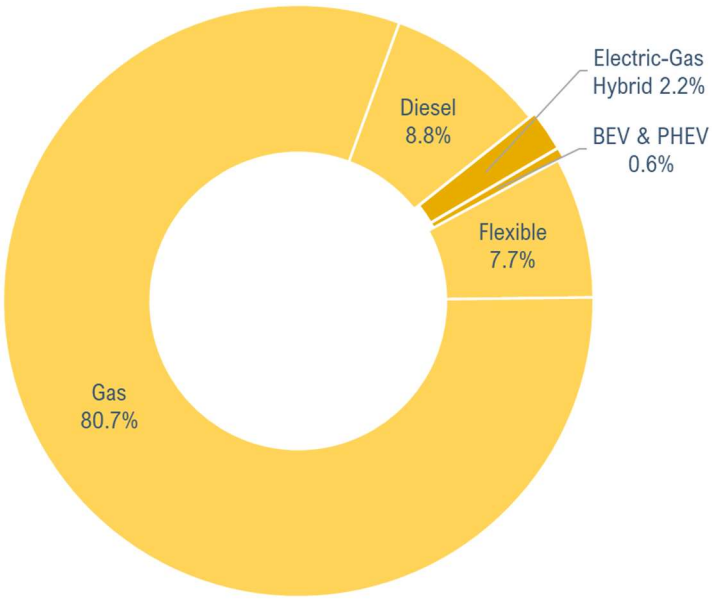
Analysis identified EV adoption as the highest impact opportunity for reducing GHG emissions in the transportation sector. The analysis projected a maximum impact of all **TRANSPORTATION** strategies of 22 percent of 2030 BAU transportation emissions. Barriers to greater transportation emissions reductions are the time and resources needed to implement

programs, technological developments, and consumer behavior and awareness.

As of February 2022, 29,411 vehicles were registered in Blaine County. Battery electric vehicles (BEV) and plug-in hybrid electric vehicles (PHEV) represented 0.6 percent of registered vehicles. Light duty vehicles represent 90 percent of registered vehicles (Idaho Transportation Department, 2022).

BLAINE COUNTY VEHICLES BY FUEL TYPE: 29,411 REGISTERED VEHICLES

(Idaho Transportation Department, 2022)





TI REDUCE VEHICLE MILES TRAVELED

METRIC: **4% total reduction in VMT by 2030**
TARGET: **6,257 MT CO2e** reduction
COST ESTIMATE: **No net cost.**

Analysis

Analysis was based on historical VMT data and annual trends in Idaho. The current course assumed no change in behavior. The best-in-class scenario evaluated key factors that influence changes in driving, including distance to downtown and population density. A calculated metric was used to estimate changes in driving when one of these factors changes.

The analysis assumed that as population density increases with intentional development the distance to downtown for households decreases. An assumption was made that planned growth will benefit existing residents adjacent to the development, so the benefit is applied to all VMT within the city.

Increased development density and resulting reductions in VMT were estimated to begin in 2025 due to the time needed to amend zoning codes and planning activities.

It is acknowledged that a multi-faceted VMT approach (e.g., enacting a Complete Streets policy, improving public transportation, encouraging work from home) may improve the impact of a VMT strategy, but the analysis focused solely on the best-in-class scenario of population density improvements.

An example of intentional development is to direct growth in the Areas of City Impact (ACI). ACI's are compact urban areas that feature housing in close proximity to infrastructure, jobs, and services.

2030 GHG Emissions Impact

This performance target was revised from the recommended target, ten percent reduction of VMT by 2030, based on the analysis of the best-in-class scenario. The four percent target is achievable if the county updates its zoning code and actively engages in increasing development density no later than 2024. Additional strategies will need to be pursued to further reduce VMT.

ASSUMPTIONS

LEVEL OF IMPLEMENTATION	DATA POINT	VALUE	SOURCE
MODELING DATA	Total VMT	269,023,846	Blaine County 2018 GHG Inventory (Blaine County, 2021)
CURRENT COURSE	Percent reduction in VMT	0%	State of Idaho historical VMT per capita (Eno Center for Transportation, 2022)
BEST IN CLASS	Annual percent expected reduction in VMT	0.9%	Historical best-in-class performance for population density increases by 2030 (Brownstone, 2008). Change in driving by key factors (Florida, 2017).

Cost/Benefit Analysis

This analysis assumed no net cost to development designed to decrease VMT. In summary, the relationships between development density, construction cost, and housing prices are highly context-specific and inconclusive. Higher-density development saves land cost but may increase construction cost.

BLUEBIRD VILLAGE WORKFORCE HOUSING PROJECT, DOWNTOWN KETCHUM, IDAHO

Image Courtesy of GMD Development





Original Image Courtesy of Mountain Rides

T3 INCREASE ON-ROAD EV ADOPTION

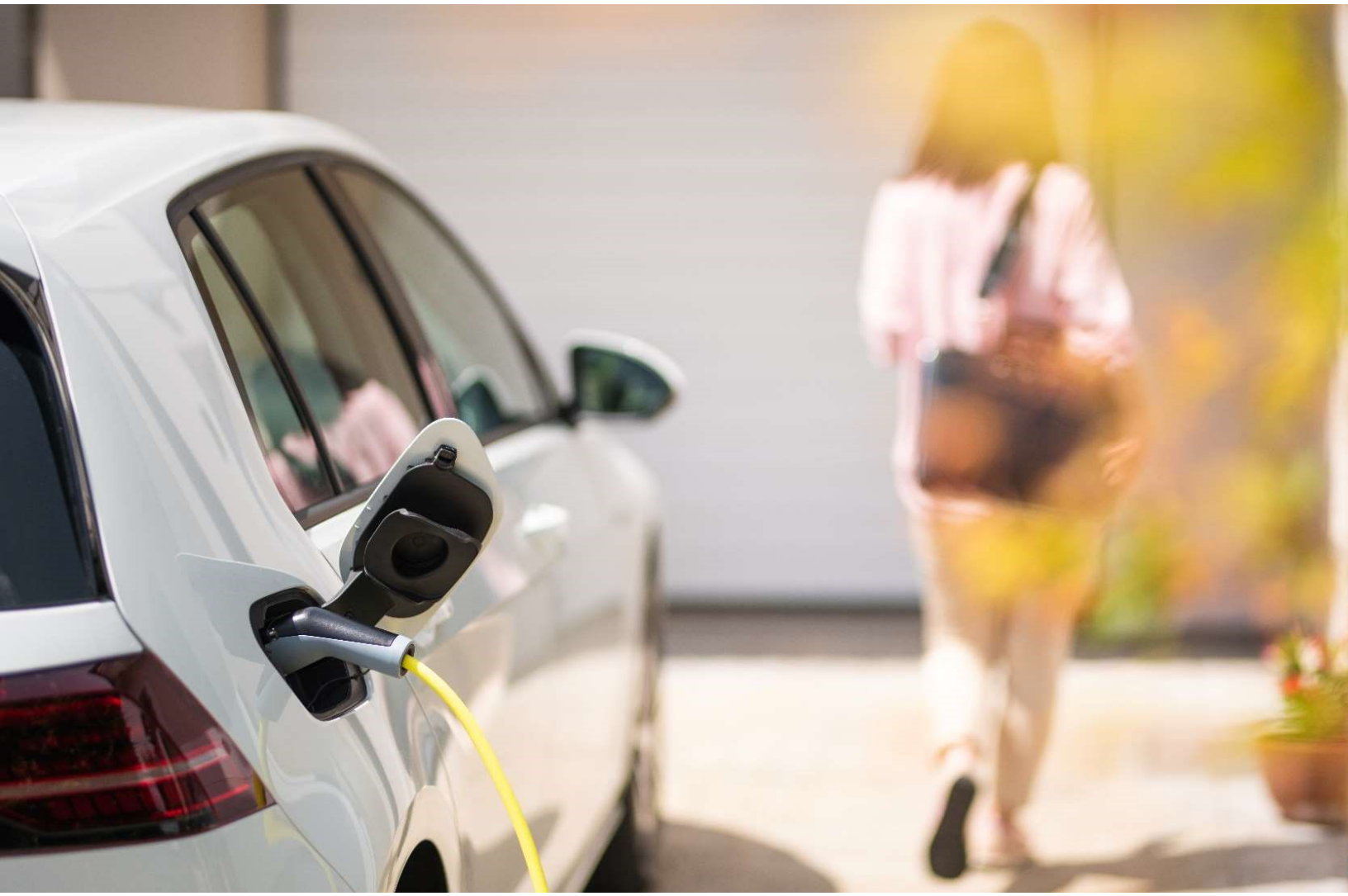
METRIC:	**30% VMT by EVs by 2030**
TARGET:	**30,331 MT CO2e** reduction
COST ESTIMATE:	**Payback between 5 to 6 years.**

Analysis

Analysis utilized an exponential vehicle adoption curve for both light- and heavy-duty vehicles based on historical trends in other markets. In 2022, 169 BEV and PHEV vehicles were registered in Blaine County. Analysis also assumes projected improvements in fuel efficiency for internal combustion engine vehicles (ICE).

2030 GHG Emissions Impact

The target for this strategy was simplified by eliminating the annual EV growth target while maintaining the 2030 target for VMT associated with increased electric vehicle adoption.





ASSUMPTIONS

LEVEL OF IMPLEMENTATION	DATA POINT	VALUE	SOURCE
MODELING DATA	Percent light-duty vehicles that are EVs	0.6%	Blaine County DMV registrations (Idaho Transportation, 2022)
CURRENT COURSE	Projected changes in fuel efficiency of ICE vehicles	Light-duty: 2020: 25 mpg 2030: 30 mpg 2040: 35 mpg	Heavy-duty: 2020: 6 mpg 2030: 7 mpg 2040: 7.5 mpg	ICE vehicles fuel efficiency (U.S. Energy Information Administration, 2020)
	Percent light-duty vehicles that are EVs	0.6%	Blaine County DMV registrations (Idaho Transportation, 2022)
BEST IN CLASS	Percent light- and heavy-duty vehicles that are EVs	100% by 2050	Best-in-class goals for Denver and Los Angeles (Bui, Slowik & Lutsey, 2020) and multi-state memorandum of understanding (U.S. Department of Energy, 2021)

Cost/Benefit Analysis

Total cost of ownership for EVs include purchase or lease price, tax credits, fuel or electricity rates, maintenance and insurance. While initial costs may be higher, tax credits and low electricity and maintenance costs make EVs less expensive to own and operate than an ICE vehicle. EVs are reported to now pay for themselves in five to six years. (Pothen, 2022)

Cost comparisons vary based on area gasoline prices, price of electricity, vehicle use, charging behavior, and the associated equipment and installation costs of charging equipment (Borlaug, Salisbury, Gerdes, & Muratori, 2020).

T3 TRANSITION TO CLEAN MUNICIPAL FLEETS AND EQUIPMENT

METRIC: **100% clean fleets by 2030 and equipment by 2035 as feasible**
TARGET: **1,977 MT CO2e** reduction
COST ESTIMATE: **Payback between 5 to 6 years.**

Analysis

Analysis was based on fossil fuel purchases for municipal fleets. In 2019, Blaine County and the cities of Bellevue, Hailey, and Ketchum utilized nearly 207,000 gallons of fossil fuels to power municipal fleet and maintenance equipment. Blaine County vehicles represented 59 percent of total fuel usage.

In 2020 and 2021, fuel use for all jurisdictions dropped by 13 percent compared to 2019. The reason behind the significant change in fuel use is unclear but may be due to COVID-19 restrictions. Additional information is needed to determine the cause and whether the reduction in fuel use is anticipated to carry forward.

There were no EVs in the municipal fleets in 2019.

2030 GHG Emissions Impact

If the jurisdictions can maintain the 13 percent reduction in fuel use through 2030, the GHG reductions target of 1,977 MT CO2e will be achieved.

ASSUMPTIONS

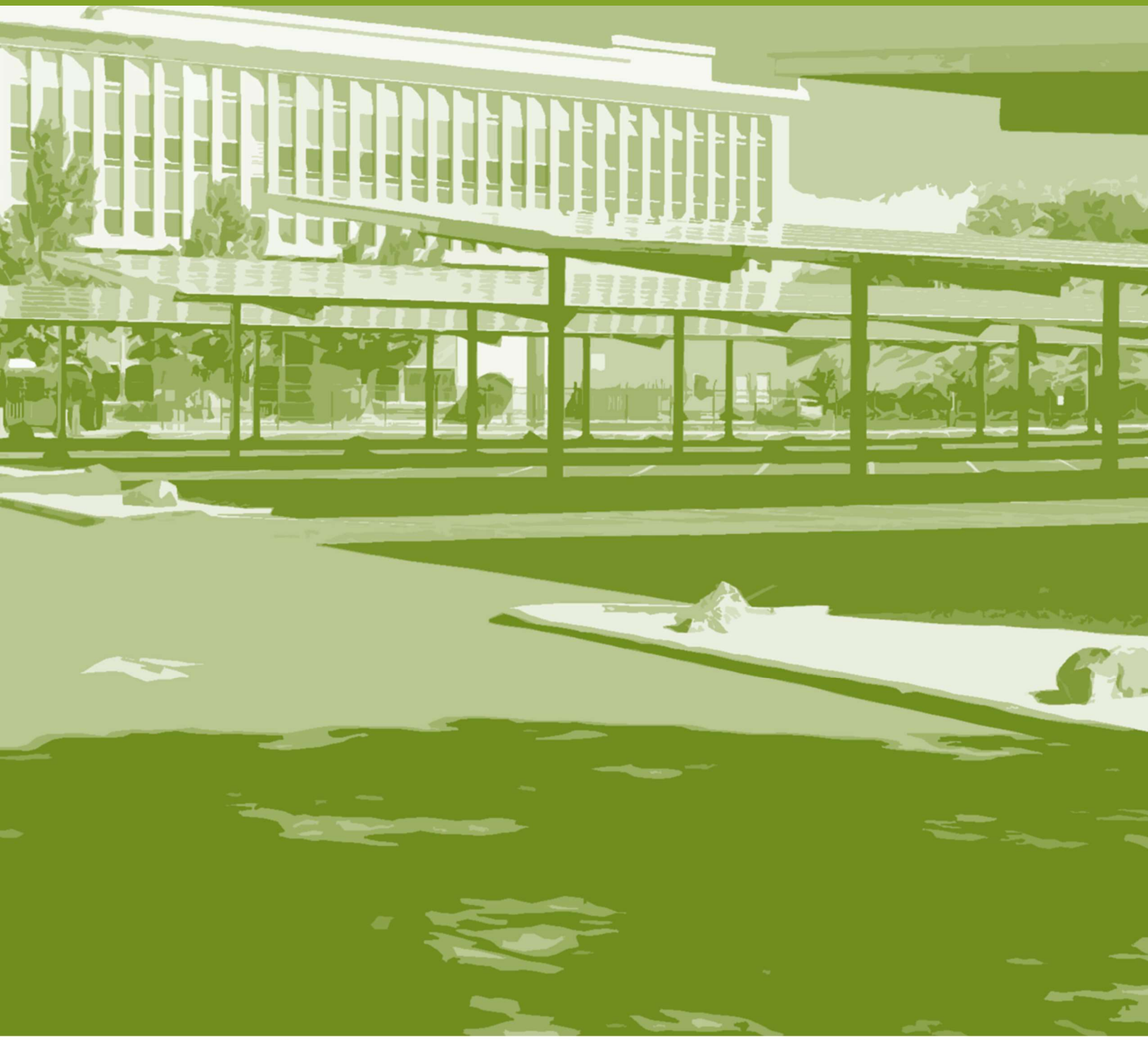
LEVEL OF IMPLEMENTATION	DATA POINT	VALUE	SOURCE
MODELING DATA	Gallons of fuel	206,966 gal	Municipal fleets fuel usage (Barker, 2022)
CURRENT COURSE	Percent reduction in fuel use	0%	Assumes no change in fuel use
BEST IN CLASS	Annual percent expected reduction in fuel use	13%	Calculated based on fuel use trends noted for all jurisdictions for 2020 and 2021 when compared to 2019.

Cost/Benefit Analysis

There a number of resources that support municipal transition to electric fleets such as the Electrification Coalition, a program started by Climate Mayors. Climate Mayors is a bipartisan network of more than 470 U.S. mayors in 48 states that are demonstrating climate leadership through meaningful actions in their communities. The Electrification Coalition founded an EV purchasing collaborative for local government through Sourcewell, and offers tools and resources, including policy toolkits and EV cost of ownership calculators.

While upfront costs can be as much as $10,000 more than ICE vehicles, EVs pay for themselves within five to six years when the full cost of ownership is considered.

BEST-IN-CLASS ACTION



ENERGY SUPPLY

E1: REDUCE GRID CARBON INTENSITY

Develop a coalition of local jurisdictions for the purpose of participating in public utility commission cases.

The National Council on Electricity Policy recommends that local governments serve as the local voice for their communities by engaging with public utility commissions. Engagement can happen behind the scenes through relationship building or take on a more active form through filing public comment, participating in proceedings, or participating directly as an intervener. Active participation will require legal and technical expertise that does not currently exist on staff. The Blaine County Clean Energy Coalition was established for this purpose. Members include Blaine County, Bellevue, Hailey and Ketchum.

E2: SWITCH TO CLEAN ENERGY FOR MUNICIPAL ELECTRICITY USE

Install renewable energy systems, or purchase clean energy through a utility program or power purchase agreement.

Municipalities can invest in on-site clean energy generation. A second option is to purchase renewable energy credits or enter into a clean energy power purchase agreement. Another option is to subscribe to IPCO's Green Power Program or the Clean Energy Your Way program if approved by the Idaho Public Utility Commission (IPUC). The Blaine County Clean Energy Coalition submitted comments on IPCO's application to expand clean energy options through its proposed Clean Energy Your Way program. The Coalition communicated concerned that the cost for small, rural communities to participate in the subscription program may be out of reach.

E3: EXPAND LOCAL, DISTRIBUTED RENEWABLE ENERGY RESOURCES

Reduce cost and regulatory barriers and launch an education and outreach campaign to accelerate solar adoption.

Land use, zoning, and building codes and permitting processes and fees can creating barriers to solar projects. Blaine County and the cities of Hailey and Ketchum worked together to identify and reduce these types of barriers and gain a SolSmart Silver designation as a result of these efforts. In addition to addressing common barriers to make it easier and more affordable to install solar, marketing campaigns have proven to be effective. The Sun Valley Institute for Resilience launched Solarize Blaine, a 20-week campaign which led to 36 solar installations, 247 kilowatts of generating capacity and $900,000 in local investment.

The Blaine County Clean Energy Coalition also submitted comments to the IPUC application from IPCO on its Value of Distributed Energy Resources Study to support cost-effective solar net metering rates. The Coalition urged IPUC to require that quantifiable environmental costs and benefits be included to ensure a just and reasonable calculation of an export credit rate.

E4: PROCURE UTILITY-SCALE RENEWABLE ENERGY

Utilize franchise agreements or enter into a cooperative agreement with the utility that outlines expectations of collaborative efforts toward achievement of clean energy goals.

In Idaho, cities may enter into franchise agreement that grant a corporation the right to provide a public utility service to customers within the city's jurisdiction. An emerging trend among local governments is to negotiate specific commitments in support of clean energy goals in electric utility franchise agreements. In 2021, the City of Hailey added a clause in its electric utility franchise agreement that led to a joint clean energy and climate protection cooperation agreement with IPCO. The City of Ketchum is following Hailey's lead as it negotiates a renewal of its franchise agreement with IPCO.

B2: REDUCE CARBON FOOTPRINT OF EXISTING COMMERCIAL BUILDINGS

Develop an energy benchmarking and disclosure policy for municipal and commercial buildings.

Energy benchmarking and disclosure policy is a market-based tool that increases building energy performance by encouraging or requiring reporting of building energy use. The policy follows a common business principle – what gets measured, gets managed. Policies typically include three elements: a requirement to enter energy use data into the ENERGY STAR Portfolio Manager; a performance target measured in energy use per square foot; and a timeframe in which underperforming buildings must meet the target.

Develop and launch a locally-branded green business certification program or Better Buildings challenge.

Green business certification programs help businesses to save energy, conserve water, reduce waste, and contribute toward a range of local environmental priorities. Certified businesses are recognized for their achievements. An online tool makes it easy for businesses to manage data, track progress, and quantify savings. The tool aggregates data to report the cumulative impact that certified business contribute toward local goals. The Nevada Green Business Network launched a program. In 2021, 30 certified green businesses provided a cumulative impact of $109,165 in cost savings and these businesses saved 276,355 pounds CO2e emissions, 638,987 kWh of electricity and 12,389 therms of natural gas.

B2-3: REDUCE CARBON FOOTPRINT OF EXISTING RESIDENTIAL & COMMERCIAL BUILDINGS

Create a Property-Assessed Clean Energy financing program to support residential and commercial energy efficiency and clean energy retrofits.

Property Assessed Clean Energy (PACE) financing programs were developed to accelerate investments in energy efficiency and clean energy. PACE programs are enabled in 38 states and the District of Columbia. In just over a decade, $9.8 B has been invested in improving building performance. Loans are repaid through a voluntary benefit assessment that is recorded on the property, similar to a sewer assessment. Similar to a tax assessment, the financing is treated as an operating cost and treated as an off-balance sheet liability. The assessment transfers to a new owner if the property is sold. This model has been shown to reduce risk and lower the overall cost of capital.

Partner to increase utilization of weatherization programs and expand the local home auditor and weatherization workforce.

IPCO, Idaho Department of Health and Welfare, and the South Central Community Action Partnership deliver weatherization programs to qualifying homeowners in Blaine County. Weatherization assistance programs help low-income residents and families conserve energy, reduce utility costs, and improve the comfort of their homes. These programs also create jobs and contribute to local economies. The DOE reports that for every $1 spent on energy efficiency, $2.23 is returned to the local economy. Since 2010, Idaho has received $27.1 MM from DOE that was used to weatherize 3,307 homes and 44,185 SF of additional building space.

B4-5: LOW-CARBON RESIDENTIAL & COMMERCIAL NEW CONSTRUCTION

Create incentives to encourage building electrification, clean energy installations, and low-carbon or net-zero energy buildings.

A range of incentives can be implemented to encourage adoption of building electrification technologies, clean energy systems, and low-carbon buildings. Streamlined permitting, reduced fees, and density bonuses are commonly deployed incentives. Collaborating with the building sector to identify meaningful incentives is the most effective approach for policy design.

Develop a community-based education, outreach and marketing campaign to advance all-electric and low-carbon or net-zero energy buildings.

Education and outreach are also effective strategies for accelerating adoption of new building and design systems or technologies. Campaigns and educational programs bring industry leaders and members together to strengthen connections and share lessons learned. Campaigns increase awareness, disseminate knowledge to improve local expertise, and demonstrate the cost-benefits by showcasing market leaders and exemplary projects.

TRANSPORTATION

T1: REDUCE VEHICLE MILES TRAVELED

Increase density in the cities and connect cities with transit and multimodal transportation infrastructure.

Many communities utilize frameworks such as Smart Growth and Complete Streets to manage growth, reduce climate impacts related to land use, and create healthier and more equitable communities. Smart Growth and Complete Streets principles are complimentary. These frameworks are applied uniquely by each community. The principles seek to advance a range of priorities, including: compact development, a range of housing options, walkability, place-making, mobility and transportation alternatives, attract investment, and land preservation.

Provide incentives for mix-use development.

Mixed-use development co-locates residential and non-residential uses to provide a range of benefits to communities. These developments or zoning areas have been shown to improve housing affordability, increase walkability, improve health outcomes, and attract investment. These developments provide better access to jobs, services and amenities. They also increase tax revenues.

T2: INCREASE ON-ROAD EV ADOPTION

Expand electric vehicle charging infrastructure.

A barrier to broad adoption of electric vehicles is the lack of EV charging infrastructure. The federal government is in the midst of making a $5 B investment in EV infrastructure. EV infrastructure plans include a range of policies and incentives to encourage local investment in EV charging stations. Many jurisdictions also develop EV siting plans to guide public investments in EV charging over time. The City of Hailey implemented an EV- and solar-ready rebate program to encourage investment in infrastructure that will reduce the cost for EV- and solar installations at a later date.

Develop and launch an electric vehicle education, outreach and marketing campaign.

National campaigns are encouraging adoption of electric vehicles, such as the Drive Electric Campaign and the Sierra Club's Electric Vehicle Campaign. These campaigns build coalitions to better support local government with policy recommendations and engage business leaders in making the transition to electric vehicles. A statewide coalition has emerged to support Idaho municipalities and businesses in a transition to electric vehicles. Existing campaigns and coalitions offer a model for success and may lend support and provide guidance on development of a local campaign.

T3: TRANSITION TO CLEAN MUNICIPAL FLEETS AND EQUIPMENT

Develop a green fleets policy and program, including a vehicle replacement schedule.

A green fleet policy is a common practice used by cities and counties that seek to improve air quality and reduce carbon emissions. Policies include a number of objectives, including: reducing carbon emissions, optimizing fleet size, promoting carpooling, lowering life-cycle costs of vehicles, and optimizing fuel usage through driver education. Many municipalities rely on technology to track and manage fleet data, plan for fleet replacement schedules and costs, and report outcomes such as lower emissions. National initiatives such as the Electrification Coalition provide technical assistance and resources to support local government efforts. The Electrification Coalition also established a national EV purchasing collaborative to help drive down the cost of vehicles and equipment.

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5B CAN
CLIMATE ACTION NOW





5B CAN is Blaine County's Sustainability & Climate Program. 5B CAN is co-funded by Blaine County and the City of Ketchum with support from the City of Hailey. 5B CAN engages the cities as well as the community: nonprofits, businesses, and residents. It is a call to action. It embodies our aspirations for a sustainable and resilient community – one that tackles the challenge of climate change and elevates the quality of life for all residents and visitors today and well into the future.

BLAINE COUNTY, 206 SOUTH 1ST AVENUE, HAILEY, ID 83333 | https://www.co.blaine.id.us

CITY OF KETCHUM, 191 5th STREET WEST, KETCHUM, ID 83340 | https://www.ketchumidaho.org

City of Bellevue

City of Bellevue
Regular Common Council Meeting
February 12, 2024

Agenda Item 10a: **NEW BUSINESS**:

Consideration of Resolution No. 5365, A Resolution of the Mayor and Common Council, of the City of Bellevue, Idaho, Authorizing the Mayor to be a joint signatory on the Proposed Letter to be Submitted to the Idaho Transportation Department, Regarding Comments on the Highway 75 Final Environment Impact Statement (FEIS) Bellevue to Timber Way, with the City of Hailey, Idaho, and Mountain Rides Transportation Authority on Behalf of the City of Bellevue, Idaho

Action Item: Chris Johnson, Mayor

Note:

Suggested Motion: Move to Authorized Mayor Chris Johnson to be a joint signatory on the proposed letter to be submitted to the Idaho Transportation Department, regarding comments on the Highway 75 Final Environment Impact Statement (FEIS) Bellevue to Timber Way, with the City of Hailey, Idaho, and Mountain Rides Transportation Authority on behalf of the City of Bellevue, Idaho

Attachment(s): ITD Letter Regarding Comments on the Highway 75 Final Environmental Impact Statement (FEIS) Bellevue to Timber Way – Dated: February 12, 2024

CITY OF BELLEVUE
RESOLUTION 2365

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL, OF THE CITY OF BELLEVUE, IDAHO, AUTHORIZING THE MAYOR TO BE A JOINT SIGNATORY ON A LETTER ADDRESSED TO THE IDAHO TRANSPORTATION DEPARTMENT, REGARDING COMMENTS ON THE HIGHWAY 75 FINAL ENVIRONMENT IMPACT STATEMENT (FEIS) BELLEVUE TO TIMBER WAY, WITH THE CITY OF HAILEY, IDAHO, AND MOUNTAIN RIDES TRANSPORTATION AUTHORITY ON BEHALF OF THE CITY OF BELLEVUE, IDAHO

WHEREAS, the City of Bellevue, Idaho, (City) is a duly organized municipal corporation of the State of Idaho; and,

WHEREAS, the City anticipates that the Idaho Transportation Department (ITD) will commence a construction project in the Year 2025 on Highway 75, improving intersections, widening lanes, and addressing safety concerns for pedestrians and bicyclists; and,

WHEREAS, the City desires to be proactive, informed, and provide governmental and community input in order to achieve a desired outcome for the community and surrounding areas; and,

WHEREAS, the Council desires to authorize the Mayor to be a Joint Signatory, with the City of Hailey, Idaho and Mountain Rides Transportation Authority, on a letter addressed to ITD regarding comments on the Highway 75 Final Environmental Impact Statement on behalf of the City.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Bellevue, Idaho, as follows:

The Mayor is authorized to be a joint signatory on a letter addressed to ITD regarding comments on the Highway 75 Final Environmental Impact Statement on behalf of the City of Bellevue, Idaho.

PASSED and ADOPTED by the Common Council and signed by the Mayor of the City of Bellevue, Idaho, this 12th day of February 2024.

_____
Chris Johnson, Mayor

ATTEST:

_____
Michelle K. Vest Snarr, City Clerk

ROLL CALL	**AYE**	**NAY**
Council Member Carreiro	_____	_____
Council Member Giordani	_____	_____
Council Member Leahy	_____	_____
Council Member Mahone	_____	_____
Council Member Obenauf	_____	_____
Council Member Shay	_____	_____

February 12, 2024

Idaho Transportation Department

Via email: info@sh75.com

Re: Comments on the Highway 75 Final Environmental Impact Statement (FEIS) Bellevue to Timber Way

Dear Idaho Transportation Department:

Thank you for the opportunity to comment for the second time on the Bellevue to Timber Way FEIS. This letter is formalizing comments sent to the ITD on Tuesday January 2nd via email to Nathan Jerke, Jesse Barrus, Andrew Young, Scott Malone and Mark Campbell. We have also attached our comments from December 2022, where we raised many of the same issues, as well as the site plan we sent to you on January 2, 2024.

We understand that the majority of the Bellevue to Timber Way FEIS falls outside of Hailey municipal boundaries. We certainly would welcome discussion of intersection improvements within downtown Hailey, if possible. Absent that opportunity, we have focused our comments on transit improvements along the Highway 75 corridor between Bellevue and Hailey and in Hailey. Addressing future transit needs as traffic and development grow along Highway 75 is of top priority. Please note that transit planning is a very important consideration for Hailey, Mountain Rides, Bellevue and other valley cities up and down the Highway 75 corridor. We do not wish to miss the opportunity to plan for long-term transit opportunities in the highway corridor.

1. Planning for growth and transit between Hailey and Bellevue

   The cities of Hailey and Bellevue anticipate significant growth and development over the next decade between the two towns on the east side of Highway 75 (referred to as Flying Hat Ranch East). While no formal plans have been submitted to either jurisdiction, we understand that the project will include a sports complex, up to 1600 units of residential development and light industrial uses adjacent to both Hailey and Bellevue. (Please note that this development was mentioned in Hailey's FEIS comments of December 2022, attached to this letter). The Flying Hat Ranch East development will encompass the entire area between Bellevue and Hailey and will likely result in at least one new signalized approach to Highway 75. Secondary road(s) within the development are planned to connect the development into Hailey and Bellevue for an off-highway street grid.

   Karl Malone Motor Sports is planned on the north end of Bellevue on the west side of the highway within Bellevue City limits. Immediately north of Karl Malone, and presumably sharing a highway approach, is proposed additional commercial development in Bellevue.

   The cities, Mountain Rides Transit Authority and the Flying Hat Ranch East development team envision a well-designed traffic signal at the entrance to Flying Hat Ranch East and Highway 75, such as shown on the attached concept plan. This intersection will serve as the primary entrance to the new development, Flying Hat Ranch East. We request planning and construction of an "on highway" transit stop at the new signalized intersection, which would

also serve Bellevue developments on the west side of Highway 75 (Karl Mallone Motor Sports and one additional commercial development). This new transit stop is planned to be in conjunction with an "off highway" park and ride area, likely to be located on the east side of SH 75 and a pedestrian underpass, as shown on the attached site plan. These improvements should be considered as a top-priority, "near term" improvemetns.

2. Transit: Highway 75 and Countryside Boulevard. Haiely and Mountain Rides request long term planning for a transit stop at the Highway 75 intersection and Countryside Boulevard, followed shortly thereafter by a transit stop at the intersection of Highway 75 and Woodside Boulevard. We request that the ITD illustratively lay out these future transit stops on planning documents to ensure that the pending highway design can physically accommodate these future needs.

3. Transit: Highway 75 and McKercher Boulevard. Hailey and Mountain Rides request long term planning and illustrative layout on planning documents for a transit stop north of Hailey near the McKercher Boulevard signal, with goals of a proximate park and ride lot that would serve north Hailey.

4. Transit: Highway 75 and the need for priority transit lanes. Long term planning and layout demonstrating the ability to accommodate north and south bound bus-priority lanes is very important as congestion increases along the Highway 75 corridor.

Thank you for the opportunity to comment on the Highway 75 FEIS. We look forward to a continued collaborative partnership on this matter.

Sincerely,

Mayor Martha Burke, City of Hailey

Wally Morgus, Mountain Rides Transit Authority

Mayor Chris Johnson, City of Bellevue

City of Bellevue

City of Bellevue
Regular Common Council Meeting
February 12, 2024

Agenda Item 9a: **WORKSHOP**
Bellevue Business Core Overlay District
DISCUSSION ONLY

Note:
Attachment(s): **Workshop** – Bellevue Business Core Overlay District – Multiple Documents combined into one (1)

Bellevue City Council
Work Session

Draft Ordinances Update
Business Core Residential Overlay and Affordable Housing Requirement

March 13, 2023

SUNRISE ENGINEERING

PURPOSE

Address need for affordable housing

Develop housing opportunities in Downtown Bellevue

SUNRISE ENGINEERING

PROCESS

1. City Staff began process in 2020 for the Business Residential Core Overlay District (BCO)

2. Modified existing code to add Affordable Housing Code & Business Core Residential Overlay District (BCO)

3. Affordable Housing Developer Interview Report June 2023

Development Community Interview Recommendations

- Increase overall supply
- Incentivize rather than mandate affordable housing
- Smaller units incentivized
- Higher density allowed for affordable housing
- Allow for increased height in buildings
- Streamline code and process
- Affordable Housing is an economic development tool for the City

SUNRISE ENGINEERING

CODE SUMMARIES

Affordable Housing Code Amendment

Any annexation or rezone application that increases number of units currently entitled on property shall add affordable units

- Workforce units – 50% required on lot increase
- Affordable units – 25% required on lot increase
- Or donation of funds or other resources to BCHA

Development Agreement is required

Business Core Residential Overlay

- No density limit if 50% of units for workforce or affordable housing
- Multi-family dwellings allowed with Development Agreement
- Two Accessory Dwelling Units (ADU) allow for existing business
- Development Agreement with design standards is required

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Affordable Housing Code Amendment

Other Elements

- Other modifications added in each respective process of the current code that may be applicable
- Annexation submittal requirements and procedures modified
- Added definitions

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Business Residential Core Overlay Code Amendment

Key Elements

- No density limit if 50% of units for workforce or affordable housing
- Multi-family dwellings allowed with Development Agreement
- Two Accessory Dwelling Units (ADU) allow for existing business
- Development Agreement with design standards is required

SUNRISE ENGINEERING

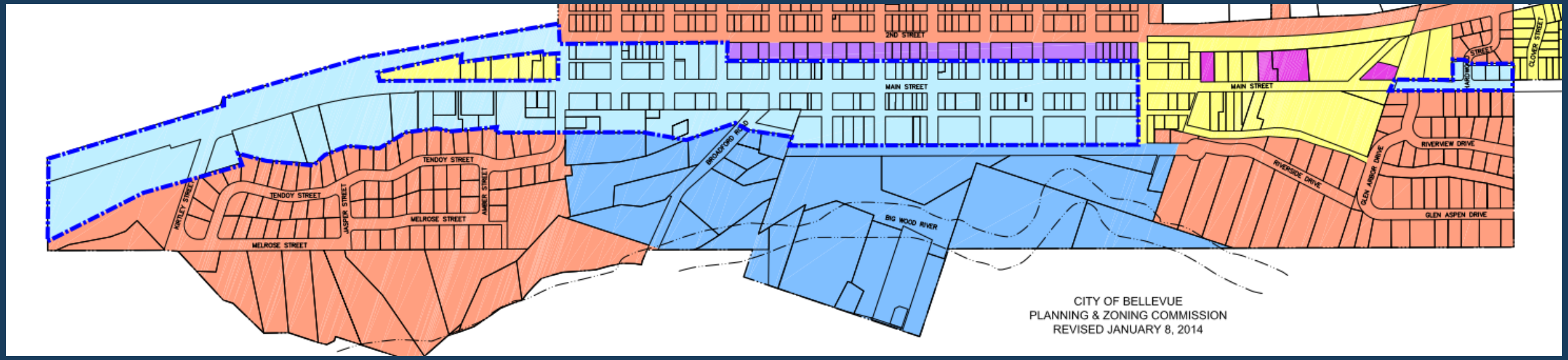
Business Residential Core Overlay Code Amendment

- Design Standards for BCO
  - Buildings and uses complementary to existing uses
  - Minimum Design Standards for:
    - Sidewalks, Screening, Parking, Building Façade, Height, Signs
  - Density – 12 units per acre, unless affordable housing is provided, then no limit – site capacity and height will control
- Deed Restriction Required
- Enforcement – City may delegate to BCHA

SUNRISE ENGINEERING

Boundary – Business Residential Overlay District

- Potential Would include all of B – Business District



2021 Boundary Concept

- Smaller area
- Core Downtown only



Questions?

NEXT STEPS

- Direction from Council
-
- Revise draft ordinances

Lance Evans, AICP
levans@sunrise-eng.com
801.654-8004

Blaine County Housing Authority (BCHA)

2022 BCHA Income limits

BLAINE COUNTY HOUSING AUTHORITY

2022 BCHA Income Limits

Household Size	Category 1 up to 50% of Median	Category 2 50% to 60% of Median	Category 3 60% to 80% Median	Category 4 80% to 100% of Median	Category 5 100% to 120% of Median	Category 6 120% to 140% of Median
1	$27,800	$33,350	$44,450	$55,550	$66,650	$77,750
2	$31,750	$38,100	$50,800	$63,450	$76,150	$88,850
3	$35,700	$42,850	$57,100	$71,400	$85,650	$99,950
4	$39,650	$47,600	$63,450	$79,300	$95,200	$111,050
5	$42,850	$51,400	$68,550	$85,650	$102,800	$119,950
6	$46,000	$55,200	$73,600	$92,000	$110,400	$128,800
Allowable Net Worth	$75,000	$85,000	$110,000	$125,000	$150,000	$175,000

Numbers based upon 2022 HUD AMI limits for Blaine County, as published April 19, 2022.

SUNRISE ENGINEERING

City of Bellevue and Blaine County Growth

BCHA 2021 Growth Estimates

Bellevue

Low growth 517 units needed by 2030

High growth 661 units needed by 2030

City of Bellevue high growth

Income Category	Total Units Demand (minus Rent-Burden & Homelessness)	Homelessness	Rent-Burdened Demand	TOTAL UNITS NEEDED BY INCOME (by 2030)	TOTAL UNITS BY INCOME (Annually)
< 30%AMI	31	6	39	77	8
30% to 50% AMI	56	6	71	133	13
50% to 60% AMI	29	6	36	71	7
60% to 80% AMI	41	6	53	101	10
80% to 120% AMI	44		56	100	10
TOTAL NEED	380	26	256	661	66

City of Bellevue low growth

Income Category	Total Units Demand (minus Rent-Burden & Homelessness)	Homelessness	Rent-Burdened Demand	TOTAL UNITS NEEDED BY INCOME (by 2030)	TOTAL UNITS BY INCOME (Annually)
< 30%AMI	19	6	39	65	7
30% to 50% AMI	35	6	71	112	11
50% to 60% AMI	18	6	36	61	6
60% to 80% AMI	26	6	53	85	8
80% to 120% AMI	27		56	83	8
TOTAL NEED	236	26	256	517	52

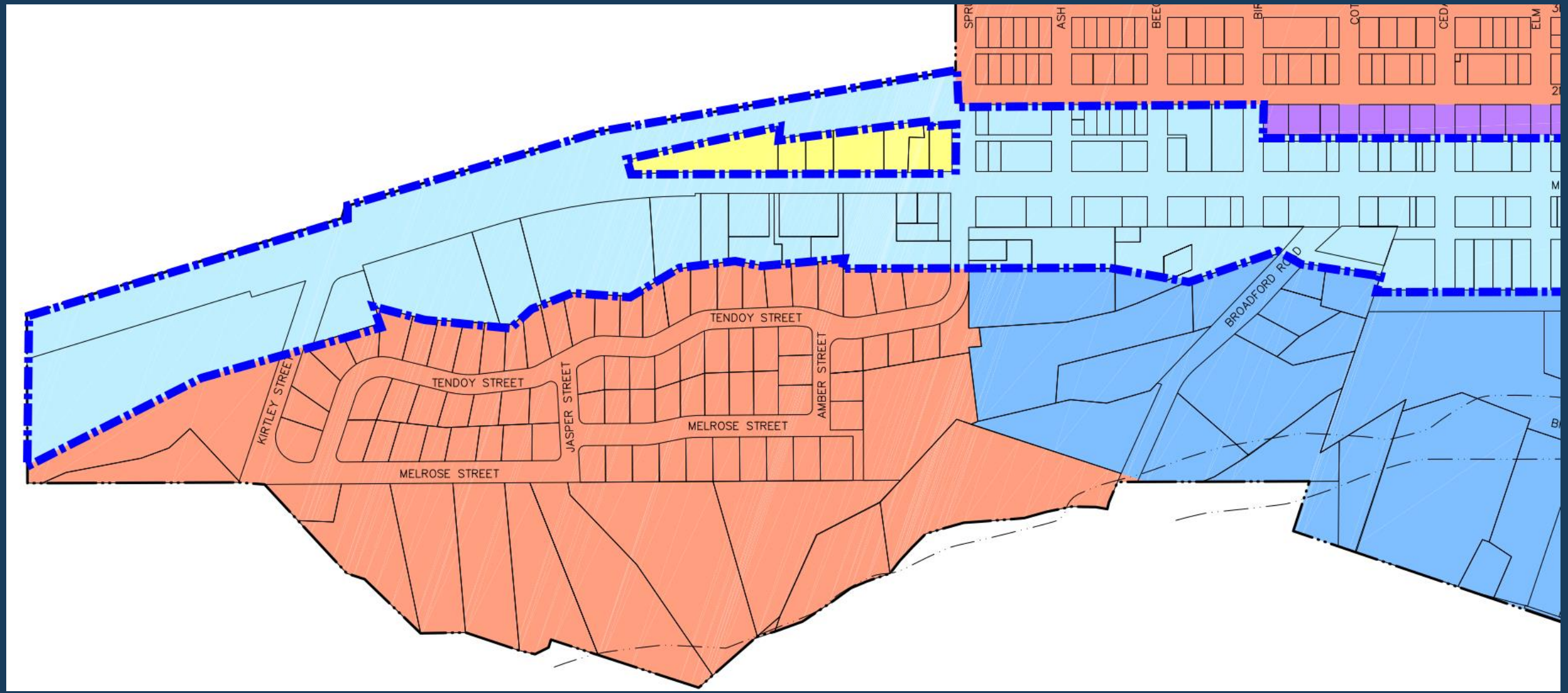
Blaine County high growth

Income Category	Total Units Demand (minus Rent-Burden & Homelessness)	Homelessness	Rent-Burdened Demand	TOTAL UNITS NEEDED BY INCOME (by 2030)	TOTAL UNITS BY INCOME (Annually)
< 30%AMI	380	61	406	846	85
30% to 50% AMI	456	61	487	1003	100
50% to 60% AMI	159	61	170	391	39
60% to 80% AMI	445	61	475	981	98
80% to 120% AMI	730		780	1510	151
TOTAL NEED	3,801	243	2318	6361	636

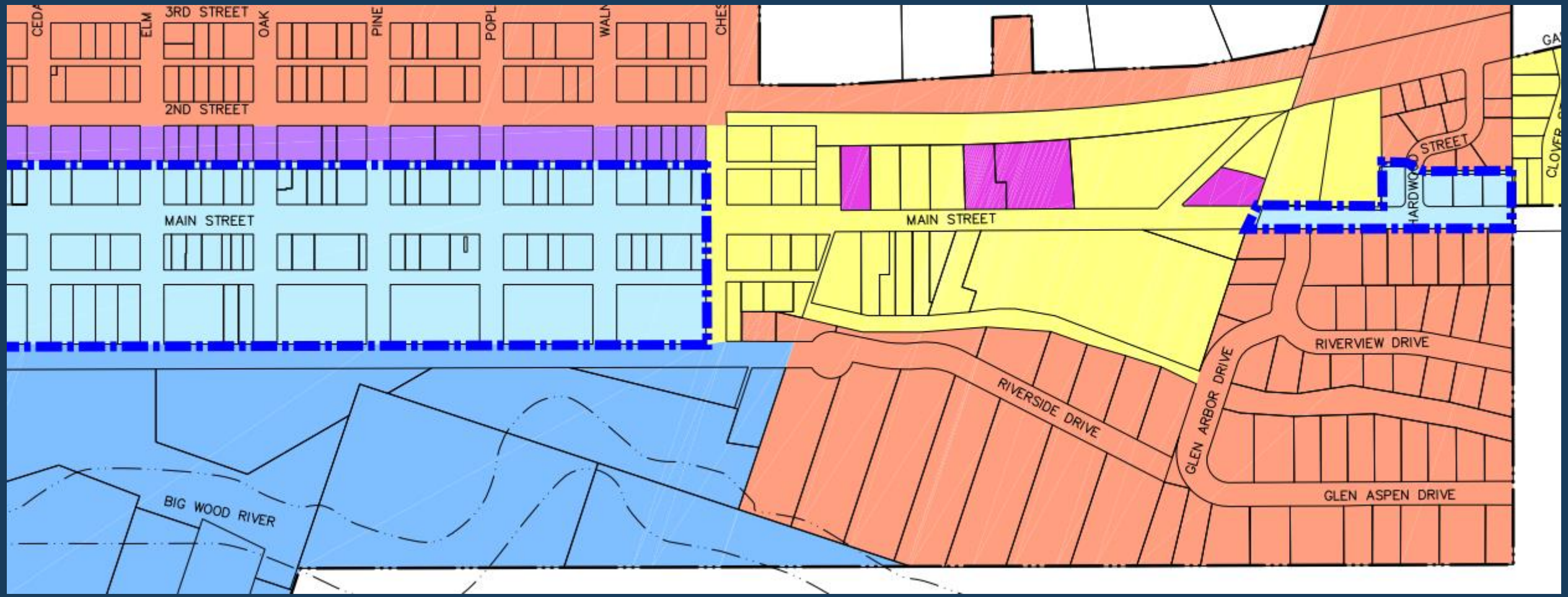
Blaine County low growth

Income Category	Total Units Demand (minus Rent-Burden & Homelessness)	Homelessness	Rent-Burdened Demand	TOTAL UNITS NEEDED BY INCOME (by 2030)	TOTAL UNITS BY INCOME (Annually)
< 30%AMI	215	61	406	682	68
30% to 50% AMI	259	61	487	806	81
50% to 60% AMI	90	61	170	322	32
60% to 80% AMI	252	61	475	788	79
80% to 120% AMI	414		780	1194	119
TOTAL NEED	2,157	243	2318	4717	472

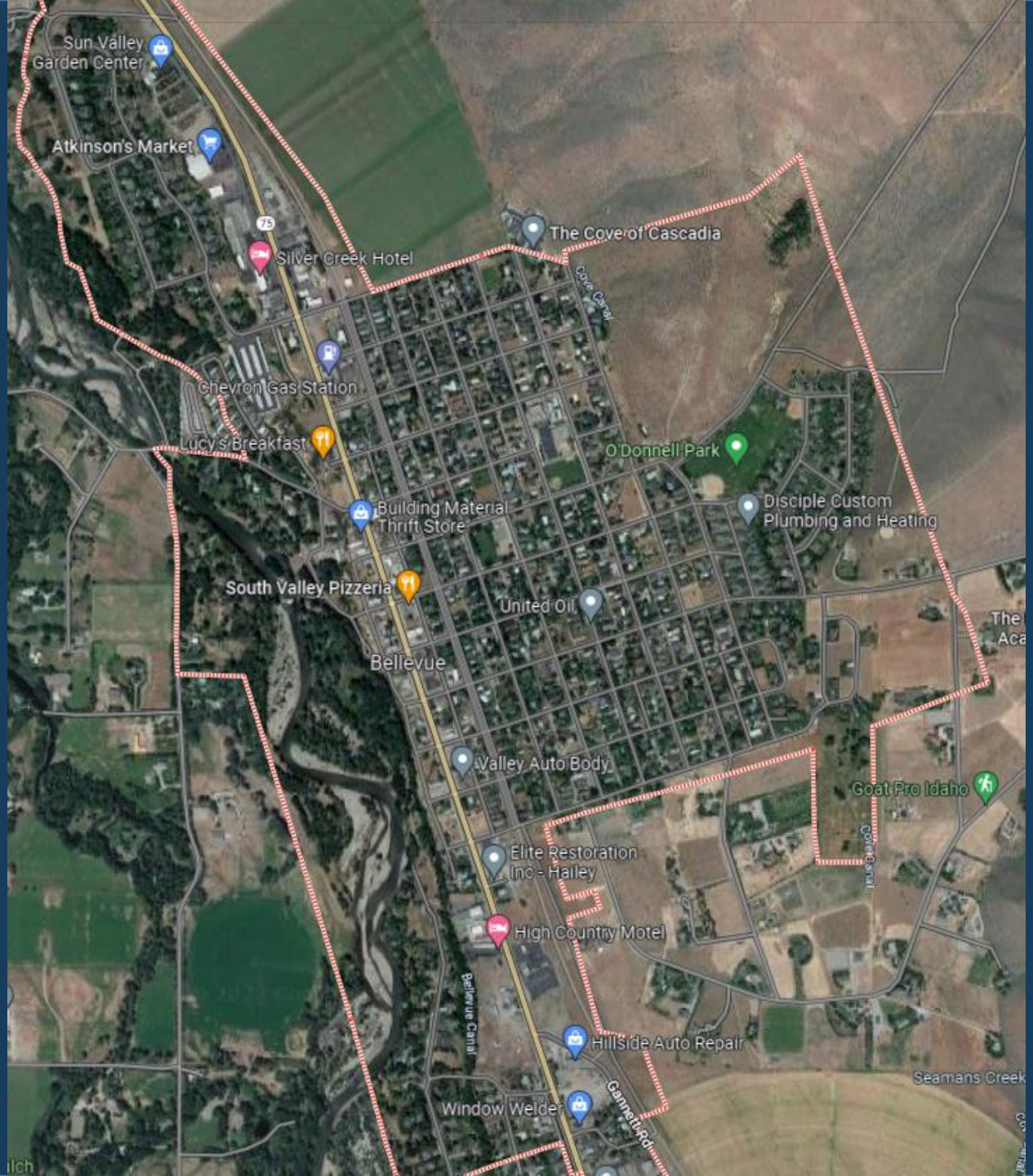
Boundary – North Bellevue



Boundary – South Bellevue

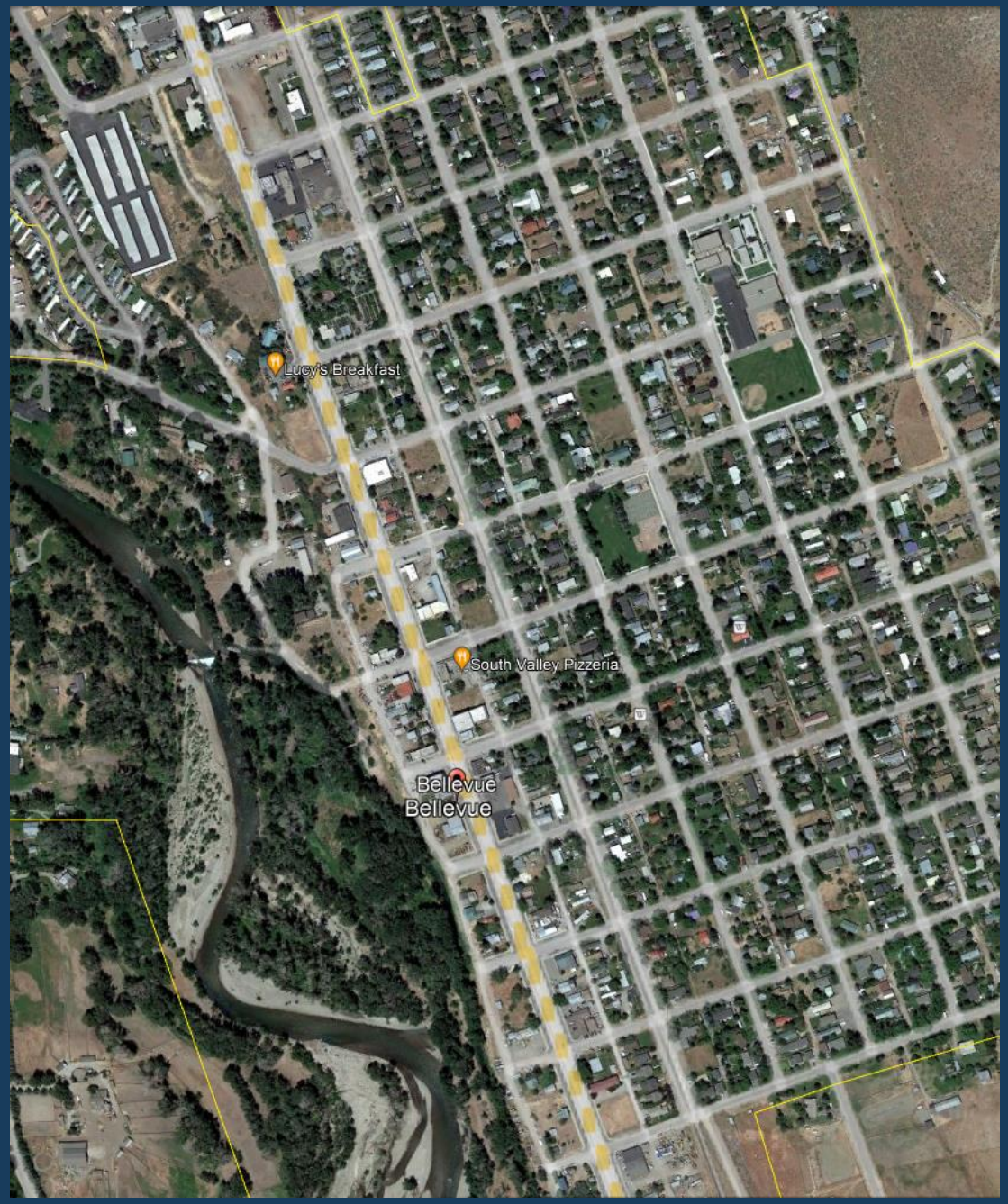


Boundary - Aerial

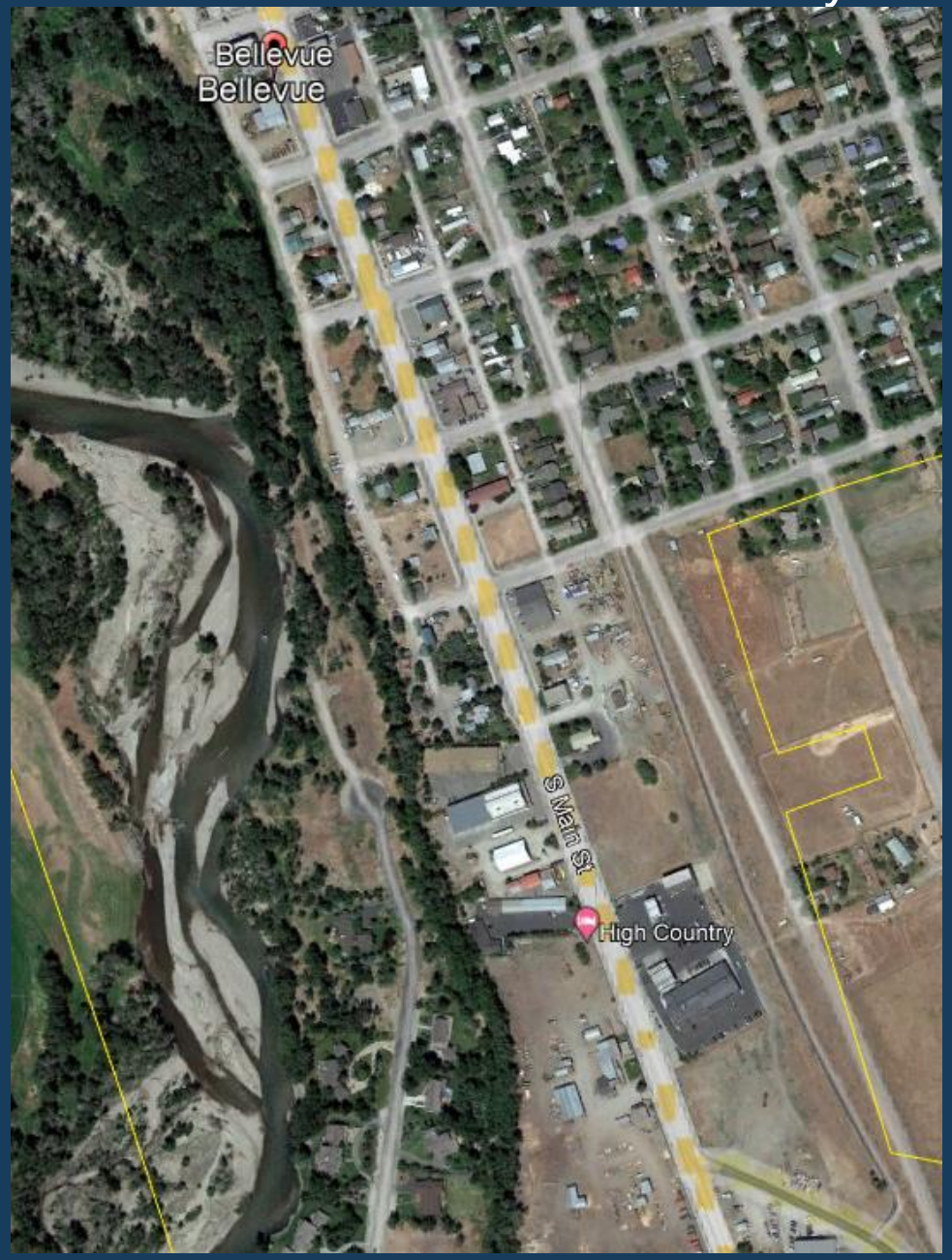




Boundary - Aerial



Central/ Downtown



Southern

Bellevue Comprehensive Plan

➢ Bellevue Comprehensive Plan Supports BCO and Affordable Housing

GOAL: ENCOURAGE RESPONSIBLE RESIDENTIAL GROWTH.

OBJECTIVE: MAINTAIN AND IMPROVE THE RESIDENTIAL QUALITY AND SMALL-TOWN APPEAL OF BELLEVUE.

- Action 1. Enforce existing ordinances and enact new ones that ensure the preservation of residential quality and Bellevue's small-town appeal.
- Action 2. Provide affordable, attractive single family and rental housing.

GOAL: MAINTAIN THE DOWNTOWN CORE WHILE PRESERVING THE SMALL TOWN CHARACTER OF BELLEVUE.

OBJECTIVE: FOCUS ON BUILDING A VIBRANT AND SUSTAINABLE DOWNTOWN CORE.

- Action 9. Develop ordinances and policies that promote the development of vacant and undeveloped properties in the downtown core.

SUNRISE ENGINEERING

Title 10, Chapter 7A

Business Core Residential Overlay District (BCO)

10-7A-1 Purpose:

The purpose of the residential overlay district is to help satisfy the housing needs of Bellevue, respond to the demand for multi-family housing and to establish areas for higher residential densities with easy pedestrian access to commercial areas and public facilities. The creation of the overlay district will fill a need for multi-family housing while still keeping the underlying Business zone intact. This district would also allow for Accessory Dwelling Units (ADU) to existing business.

10-7A-2 Establishment of a Business Core Residential Overlay District:

The Business Core Residential Overlay District may be applied through the rezoning process to all properties currently zoned B – Business as shown in the City Zoning Map dated January 8, 2014. As shown on the map attached as Exhibit A and incorporated by reference herein. All lands, regardless of the underlying zoning, depicted on the overlay map may be included in the BCO. The overlay district will include bulk, open space, landscaping, snow storage or a snow storage plan and parking requirements for buildings located in the district which are developed as multi-family or mixed use developments.

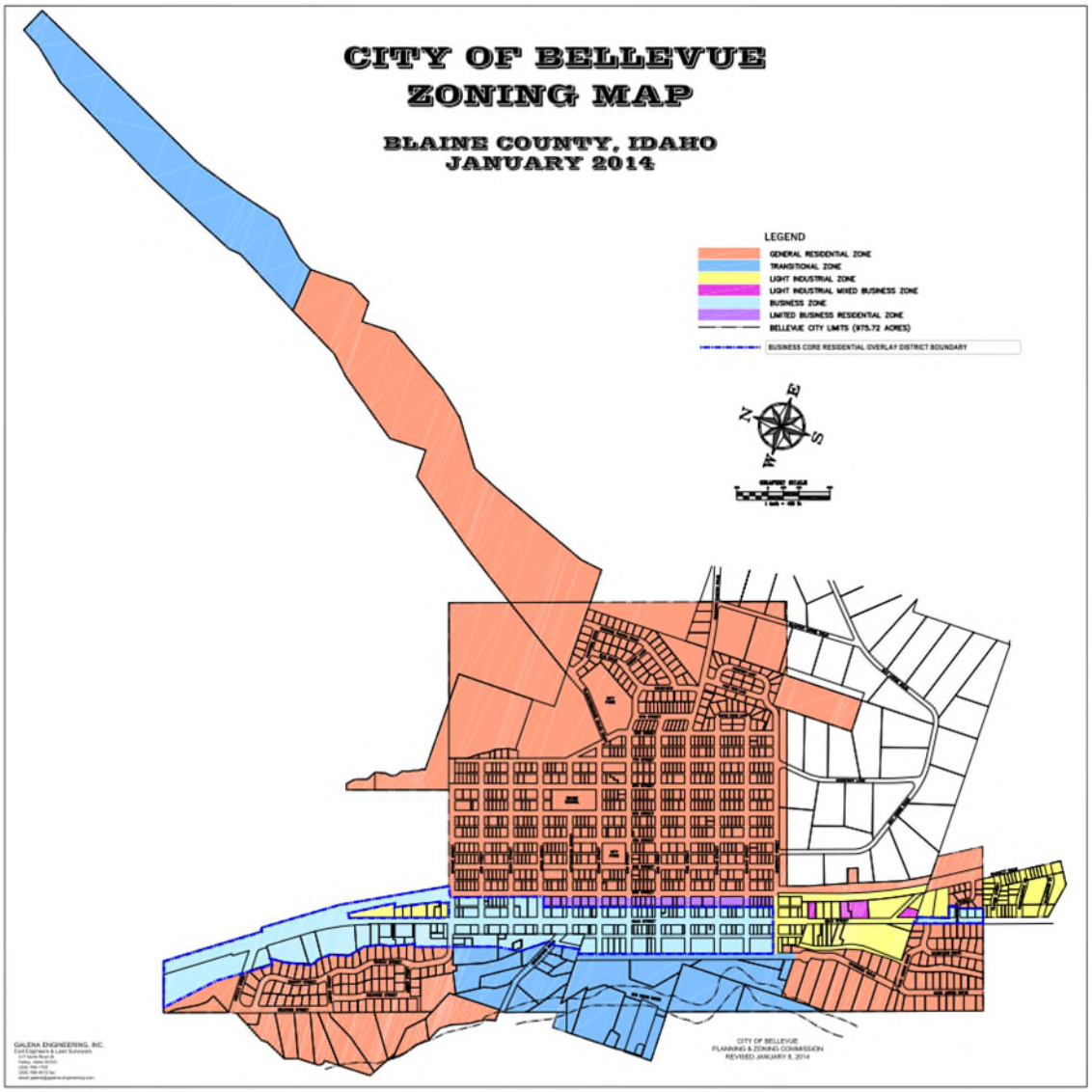


Exhibit A - Business Zoning District with Business Core Residential Overlay Boundary

10-7A.3 Definitions

A. "Active employment household" or "actively employed household" means a household with at least one adult who meets one of the following criteria; provided, however, where there are unrelated individuals living together in one household, at least 50 percent of all the adults comprising the household shall meet one of the following criteria:

1. A full-time (aggregate of 30 hours of employment per week) employee of an entity or entities located within Bellevue City; or

2. An owner or owner's representative of a business or entity with a primary place of business within Bellevue City; or

3. A full-time (aggregate of 30 hours of employment per week for nine months out of each calendar year) worker who is self-employed or works out of their home must provide their entire list of clients/workload so that it can be verified that a minimum of 75 percent of their work/clients are based within Bellevue City;

4. A person who is unable to work or does not have a work history required under subsections A.1 through 3 of this section due to a disability; or

5. A retiree with a work history required under subsections A.1 through 3 of this section for the five years prior to retirement.

B. "Developer" means any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities, which seeks approval of an application for an BCO development.

C. "Development agreement" means a development agreement and deed restriction, which is a contract between Bellevue City and a developer or subdivider, which is recorded as an encumbrance upon the property to ensure compliance hereunder. A development agreement shall run with the land and be binding upon the parties and their successors in title, as provided by its terms.

D. "Business Core Residential Overlay District" or "BCO District" means a zoning district applied to the property that benefits from a higher density than that allowed under the existing underlying zoning designation, which attendant increased density encourages the provision of new housing units used for primary residential occupancy as further described in this section.

E. "Business Core Residential Overlay development" or "BCO development" means a subdivision or site plan approved within an BCO District in which at least 50 percent of the lots or units developed on the property are restricted for primary residential housing occupied by actively employed households.

F. "Business Core Residential Overlay lot" or "BCO lot" is a lot restricted for primary residential housing occupied by actively employed households that otherwise meet the requirements of this section.

G. "BCO lots or units" or "BCO lots and units" shall refer to BCO lots and/or BCO units.

H. "Business Core Residential Overlay unit" or "BCO unit" is a dwelling unit restricted for primary residential housing occupied by actively employed households that otherwise meet the requirements of this section.

I. "Household" means one adult living alone, two or more adults related to each other by blood, marriage, or another legally recognized relationship, or a maximum of five unrelated adults residing in the same residence.

J. "Master plan" means a planning document which guides development of the property based on the City's planning goals, existing development, and physical characteristics of the particular BCO development. A master plan shall be recorded, run with the land, and be binding upon the parties and their successors in title, as provided by its terms.

K. "Primary resident" means an adult that meets the "primary residential occupancy" requirement.

L. "Primary residential housing" or "primary residential development" shall have the same meaning as "Business Core Residential development," which terms may be used interchangeably throughout this section.

M. "Primary residential occupancy" means the owner of record occupying the dwelling unit for a minimum of nine months out of any 12-month period or a renter occupying the dwelling unit through a lease term no shorter than six months out of any 12-month period.

N. "Property" means a specific parcel of real property upon which an BCO District is applied.

O. "Subdivider" means any person creating a subdivision and offering lots for sale to the public.

10-7A.4 Permitted Uses

The following uses are permitted within an BCO development upon the City Council's approval of application of an BCO District to a specific parcel:

A. Residential development may have a maximum density of _____ when a subdivider or developer ensures a minimum of **50 percent of lots or units** developed on the property are deed restricted for primary residential occupancy for actively employed households. BCO lots and units may be owner-occupied or renter-occupied as long as the residents meet the occupancy and active employment requirements of this subsection A. The maximum density (units/acre) limit shall be based on a calculation that includes all existing and all new units on the land area that is being included in the calculation. Residential development qualifying for greater density pursuant to the provisions of this section shall be permitted to obtain such density by constructing residential housing types not otherwise allowed in the underlying zoning district. For example, multifamily units may be constructed in the Business District.

B. Use and bulk requirements shall be those of the underlying zoning district unless they have been specifically amended herein.

A. Multi-family dwellings: Multi-family dwellings shall be allowed without a limitation to the number of units per acre, through the development agreement process as required in 10-7A.

B. Accessory Dwelling Units (ADUs)

1. Up to two ADUs may be allowed through the building permit and design review process in Section 10-17 and Title 9 of the Bellevue City Code of Ordinances.
2. The minimum dwelling unit size shall be not less than five-hundred fifty (550) net square feet.
3. 25% commercial or business use shall remain on the parcel.
4. Leases shall not be less than 30 days.

C. Accessory uses or structures incidental to the principally permitted use pursuant to Section 10-7-3. Any accessory dwelling unit permitted under Section 10-7-3 in an BCO development shall meet the occupancy and active employment requirements of subsection A of this section.

10-7A.5 Development Standards

A. Eligibility. In order to reduce costs associated with the development and construction of primary residential housing, the property development standards set forth in subsection B of this section are established for and shall apply to all BCO developments within the BCO Districts upon approval of a site plan or preliminary plat approval.

B. Property Development Standards. The following development standards shall apply to BCO developments within the BCO Districts:

1. General Design Standards. The development shall be designed and developed in a manner compatible with and complementary to existing and potential development in the immediate vicinity of the development site. Site planning on the perimeter shall provide for protection of the property from adverse surrounding influences and shall protect surrounding areas from potentially adverse influences from the property. To the greatest extent possible, the design of the development shall promote privacy for residents and neighbors, security, and use of passive solar heating and cooling through proper placement of walls, windows, and landscaping.

2. Minimum Design Standards. Minimum design standards are included to ensure a high degree of quality in the development of BCO lots and units. The following design standards shall apply to a development that utilizes the density increases allowed by this section:

a. Sidewalks shall be installed along all street frontages where otherwise required by this LUC.

b. Screening Requirements.

(1) Outdoor Storage Screening. All outdoor storage areas for materials, trash, mechanical equipment, vehicles, or other similar items shall be shown on a landscape and site plan indicating:

i. Location of existing and proposed buildings, parking areas, street improvements;

ii. Locations and general types of landscaped treatment areas -- i.e., lawn areas, low-water use areas, and inorganic areas;

iii. Proposed plant or inorganic materials to be used in each treatment area;

iv. Underground irrigation system to be used in each planted area;

v. Walls and screening devices.

(2) Parking Lot Screening. Parking lot screening must be provided between an off-street parking area containing six or more parking spaces and either 1) a different zoning district or 2) a public street, and shall:

i. Be provided within 10 feet of the perimeter of the parking lot to be screened, except for parking lots adjacent to rain gardens/bioretention systems, other landscape features, or where screening may negatively impact the traffic sight distance (as defined by the American Association of State Highway and Transportation Officials (AASHTO) and verified by the City Engineer);

ii. Be not less than 80 percent opaque and be a minimum of three feet in height as measured from the highest finished adjacent grade of the parking area. When shrubs are used to provide the screen, such shrubs must be at least two feet tall at planting and anticipated to grow to at least three feet tall at maturity;

iii. Not interfere with driver or pedestrian visibility for vehicles entering or exiting the premises;

iv. Utilize native and drought tolerant plants;

v. Consist of at least two of the following:

(A) A compact hedge of evergreen or densely twigged deciduous shrubs spaced to ensure closure into a solid hedge at maturity.

(B) A berm with plantings as described above.

(C) Transit shelters, benches, bicycle racks, and similar features may be integrated as a part of the screen.

(D) Fencing may be integrated as part of the screen. All wood fencing shall be stained and sealed with a weatherproof product;

vi. Be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.

c. Parking Island Design. Off-street parking areas with at least 25 parking stalls shall contain interior landscaped islands. Such islands shall be bounded by a raised concrete curb, pervious curbing, or an approved equivalent and shall contain mulch to retain soil moisture. This provision shall not apply to parking structures. Landscaped parking lot islands shall:

(1) Be located at the beginning and end of each parking row and shall contain a minimum of 180 square feet and a minimum width of nine feet;

(2) Include at least one tree per island;

(3) Incorporate shrubs, perennials, and ornamental grasses, where required;

(4) Be prepared with topsoil to a depth of two feet and improved to ensure adequate drainage, nutrient, and moisture retention levels for the establishment of plantings; and

(5) Be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.

d. Building Exterior Facade Standards.

(1) Exterior finishes may be of wood, masonry, stone, stucco, HDO board or other high quality material permitted by the building code, but shall not utilize vinyl siding; cedar or wood shakes; highly reflective, shiny, or mirror-like materials; or exposed plywood or particle board.

(2) Buildings shall utilize at least two of the following design features to provide visual relief along the front of the residence:

i. Projections, recessions, or reveals such as, but not limited to, columns, pilasters, cornices, and bay windows.

ii. Dormers.

iii. Gables.

iv. Recessed entries, a minimum of three feet deep.

v. Covered front porches.

vi. Cupolas.

vii. Architectural pillars or posts.

viii. Quoins.

ix. Corbeling on wall.

x. Decorative lintel.

xi. Incorporation of brick or stone on at least 25 percent of front surface area.

e. The commercial uses shall front along the highest road designation. Residential development shall be located behind commercial development or on upper floors above commercial development.

g. The City Council may waive, or modify, any, or all, of these requirements when the Council finds it is infeasible to comply due to physical or other constraints on the lot.

3. Minimum Building Site Area and Lot Width. There shall be no minimum building site area, minimum lot width, or maximum lot coverage requirements for individual lots or individual dwelling sites in a BCO development. However, the building site area lot widths and lot coverage percentages shall be designated on a preliminary plat or site plan.

4. Density. Overall density of site development within an BCO District shall not exceed _____.

5. Building Height.

a. Maximum building heights shall not exceed the limits defined in the underlying zone district.

b. To the maximum extent possible, building heights and locations shall minimize shading and interruption of solar access to adjacent properties with existing residential structures or commercial agricultural operations.

c. Structures built within an BCO development must comply with Dimensional, bulk and building coverage standards and requirements.

6. Setbacks. The minimum setbacks from the lot line of the development shall comply with the underlying zoning district standards.

7. Parking.

a. Number of Spaces Required.

(1) For every single-family or two-family dwelling, at least two off-street parking spaces shall be provided for each unit. Parking spaces provided in a garage or carport may count towards the minimum requirement.

(2) For every attached multifamily dwelling, one off-street parking spaces shall be provided for each bedroom.

b. Parking Design Requirements. Off-street parking shall comply with the underlying zoning district standards.

8. Minimum Standards of Physical Condition. Each BCO unit is required to have and maintain minimum standards of physical condition. This includes the following:

a. Clean unit
b. Carpets steam-cleaned two or three days prior to closing
c. All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, and counter tops, etc.
d. No broken or foggy windows
e. All screens in windows (if screens were originally provided)
f. All doors will be in working order with no holes
g. All locks on doors will work
h. All mechanical systems shall be in working order
i. Walls paint ready
j. Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new buyer
k. No leaks from plumbing fixtures
l. Any safety hazard remedied prior to closing
m. Satisfaction of radon issue if found at time of inspection
n. All light fixtures shall be in working order
o. All appliances that existed in the original Unit remain and are in good working order and good condition.

9. Streets. All public streets within or abutting the proposed planned development shall be dedicated and improved to City specifications for the classification of street.

10. Signs. Signs shall be permitted only to the extent allowed under Section 10-22-1. Signs, and must be approved by the Community Development Department.

11. Construction Timing. The BCO units shall be ready for occupancy no later than the date of the initial or temporary occupancy of any unrestricted units within the development or applicable phase thereof. If the unrestricted units are developed in phases, then the BCO units may be developed in proportion to the phasing of the unrestricted units. For example, for each unrestricted unit constructed at least four BCO units shall be constructed.

10-7A.6 Assurance of Primary Residential Housing and Occupancy

A. General. BCO lots and units shall be used for primary residential housing for actively employed households in perpetuity.

B. Deed Restriction. The following deed restriction shall be integrated into the development agreement, the master plan, each final plat or site plan, and each deed of conveyance:

The Property shall be used for Primary Residential Housing for Actively Employed Households as required by Bellevue City Land Use Code, Section 10-7A, Business Core Residential Overlay, in perpetuity. The Property is further subject to a Development Agreement and Master Plan recorded against the Property in the real property records of Blaine County, Idaho.

Bellevue City reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Deed Restriction by a record owner of any BCO Lot or Unit in Bellevue City.

C. Enforcement. In addition to other remedies preserved herein, Bellevue City reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this section by a record owner of any BCO lot or unit in Bellevue City.

10-7A.7 BCO District Application

A. Preapplication Conference. Prior to submission of an BCO District application, as defined in this section, the developer or subdivider shall meet with the Community Development Director or their designee(s), including other City staff deemed desirable or necessary by the Community Development Director, to discuss the procedures, standards, and regulations hereunder.

B. Procedure. An BCO District application shall be reviewed and approved in accordance with the procedures of Section 10-5 Reclassification of Zoning Districts (Rezones), and shall be considered to be a zoning map amendment.

C. Application. A developer or subdivider shall submit an BCO District application with the information contained in Section 10-5-2 together with a development agreement, master plan, and conceptual site plan as follows:

1. The development agreement shall include the following information:

a. Legal description of the property;

b. Narrative summarizing the proposed development of the property by gross acre, number of lots or units, common area and open space acreage, overall character and architectural style, and other related development features as proposed by the developer or requested by the City;

c. Percentage of BCO lots or units to be developed on the property; and

d. Deed restriction required by Section 10-7A.6B.

2. The master plan shall include the following information:

a. Legal description of the property;

b. Number and location of lots or units to be developed on the property;

c. Percentage of BCO lots or units to be developed on the property, including designation of the specific BCO lots or units in accordance with Section 10-7A.4; and

d. Identification of site planning features designed to ensure compatibility between proposed BCO development and surrounding neighborhoods and land use.

3. The conceptual site plan shall include the information required for a Certificate of Occupancy.

D. Recordation. The developer or subdivider shall record the development agreement and master plan in the real property records of Blaine County, Idaho, prior to recordation of a final plat approved hereunder or issuance of a building permit for any unit within a site plan approved hereunder. Once approved, the development agreement and master plan may not be amended or modified without reapplication to the City.

E. Effect. Review and consideration of an BCO District application is a discretionary legislative decision. Further, approval of an BCO District application does not constitute site plan, preliminary plat, or final plat approval. Rather, such approval shall be deemed approval of permission to develop under the standards of this section and the master plan.

F. Lapse of Approval. The BCO District approval shall automatically expire and be void unless the City approves, and developer records a site plan or final plat for the BCO development in accordance with Sections 10-7A.9 and 9.5 within 24 months of the date of BCO District approval.

G. Conflict. In the event of conflict between the provisions of Section 10-5 and Section 10-7A.8, this section shall control.

10-7A.9 BCO Development Plat and Site Plan Approval

A. Application Procedure. Review of an BCO development plat or site plan is an administrative decision, which shall be consistent with the City's prior legislative approval of an BCO District, the development agreement, and the master plan.

B. BCO Development Preliminary Plat and Final Plat. Each subdivider shall submit, and the City shall review a preliminary plat application and final plat application in accordance with Section 11-1 Subdivision regulations and this Section 10-7A.

1. In addition to the requirements of Sections 11-1, Submittal Requirements, each plat shall include:

a. Designation of BCO lots in accordance with Section 10-7A.4;

b. Deed restriction as required by Section 10-7A.6B.

C. BCO Development Site Plan. Each developer of a mixed use or multifamily residential BCO development shall submit, and the City shall review a site plan application in accordance with Section 10-3, Site Plan Review, and this Section 10-7A.

1. In addition to the requirements of Section 10-3.3, Submittal Requirements, each site plan shall include:

a. Designation of BCO units in accordance with Section 10-7A.4;

b. Deed restriction as required by Section 10-7A.6B.

D. In the event of conflict between the provisions of Section 10-17 and this Section 10-7A.9, this section shall control.

10-7A.10 Expiration of Business Core Residential Ordinance

The ordinance codified in this section shall automatically expire after 300 BCO lots or units have been approved or after five years, whichever occurs first. A record of the number and location of BCO lots and units approved shall be kept on file within the Community Development Department at all times.

10-7A.11 Enforcement

A. Penalties for Violation. As more particularly set forth in Section10-3, Administration and Enforcement, any person, firm, entity, or corporation violating any provision or failing to comply with any provision of this section shall be guilty of a Class C misdemeanor. Without limiting the generality of the foregoing, it shall also be a Class C misdemeanor for any person, firm, entity, or corporation to sell or rent an BCO lot or unit to a household not qualified under this section. It shall further be a Class C misdemeanor for any person, firm, entity, or corporation to provide false or materially incomplete information to the City or its designee or to a seller or lessor of an BCO lot or unit to obtain occupancy of housing for which the person is not eligible.

B. Legal Action. In addition to the remedies set forth in Section 10-3, the City may institute any appropriate legal actions or proceedings necessary to ensure compliance with this section, including:

1. Actions to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval;

2. Actions to recover from any violator of this section civil fines, restitution to prevent unjust enrichment, and/or enforcement costs, including attorney fees;

3. Actions to seek judicial enforcement of such fines, restitution and costs, including judgment liens and foreclosure; and

4. Any other appropriate action for unlawful detainer, injunctive relief or damages.

Title 10, Chapter 7A

Business Core Residential Overlay District (BCO)

March 13, 2023 City Council Work Session

10-7A-1 Purpose:

The purpose of the residential overlay district is to help satisfy the housing needs of Bellevue, respond to the demand for multi-family housing and to establish areas for higher residential densities with easy pedestrian access to commercial areas and public facilities. The creation of the overlay district will fill a need for multi-family Community Housing while keeping the underlying Business zone and existing commercial uses intact. The Overlay also provides provisions to allow for Accessory Dwelling Units (ADU) to existing business.

10-7A-2 Establishment of a Business Core Residential Overlay District:

The Business Core Residential Overlay District may be applied through the rezoning process to all properties currently zoned B – Business as shown in the City Zoning Map dated January 8, 2014. As shown on the map attached as Exhibit A and incorporated by reference herein. The overlay district will include bulk, open space, landscaping, snow storage or a snow storage plan and parking requirements for buildings located in the district which are developed as multi-family or mixed use developments.

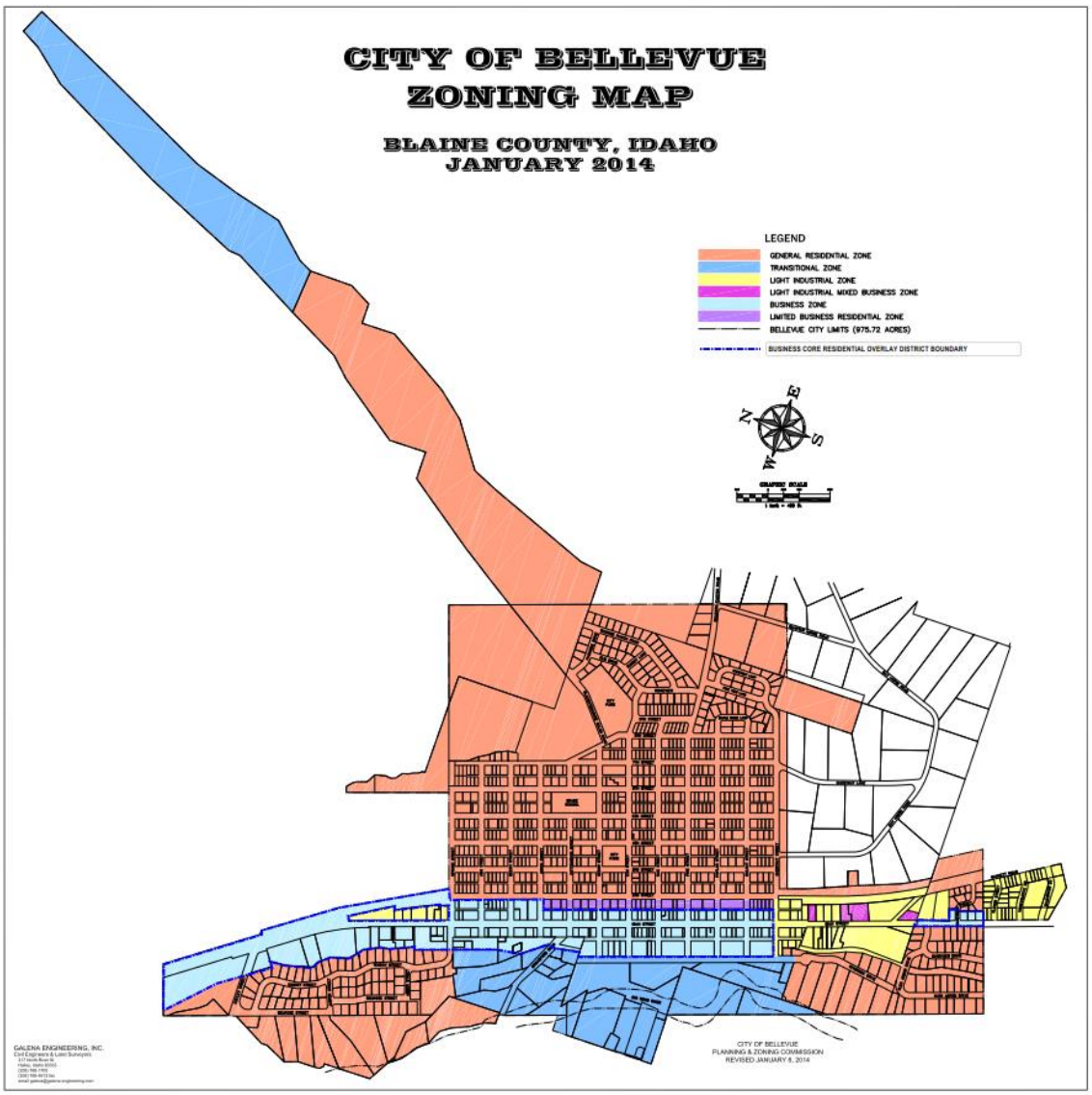


Exhibit A - Business Zoning District with Business Core Residential Overlay Boundary

10-7A.3 Definitions

A. "Active employment household" or "actively employed household" means a household with at least one adult who meets one of the following criteria; provided, however, where there are unrelated individuals living together in one household, at least 50 percent of all the adults comprising the household shall meet one of the following criteria:

   a. Full Time Employee.; or

   b. An owner or owner's representative of a business or entity with a primary place of business within Blaine County; or

   c. A full-time employee who is self-employed or works out of their home must provide their entire list of clients/workload so that it can be verified that a minimum of 75 percent of their work/clients are based within Blaine County;

d. A person who is unable to work or does not have a work history required under subsections A.1 through 3 of this section due to a disability; or
e. A retiree with a work history required under subsections A.1 through 3 of this section for the five years prior to retirement.

B. “Business Core Residential Overlay District” or “BCO District” means a zoning district applied to the property that benefits from a higher density than that allowed under the existing underlying zoning designation, which attendant increased density encourages the provision of new housing units used for primary residential occupancy as further described in this section.

C. “Business Core Residential Overlay development” or “BCO development” means a subdivision or site plan approved within an BCO District in which at least 50 percent of the units developed on the property are restricted for primary residential occupancy by actively employed households.

D. “Business Core Residential Overlay lot” or “BCO lot” is a lot restricted for primary residential occupancy by actively employed.

E. “Business Core Residential Overlay unit” or “BCO unit” is a dwelling unit restricted for primary residential occupancy by actively employed households. that otherwise meet the requirements of this section.

F. “Community Housing” is ownership and rental residential housing that is price restricted to remain affordable to persons working in Blaine County, retired from working in Blaine County, or other groups of eligible persons according to BCHA guidelines or other recognized affordable housing guidelines approved by BCHA.

G. “Developer” means any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities, which seeks approval of an application for an BCO development.

H. “Development agreement” means a development agreement and deed restriction, which is a contract between Bellevue City and a developer or subdivider, which is recorded as an encumbrance upon the property to ensure compliance hereunder. A development agreement shall run with the land and be binding upon the parties and their successors in title, as provided by its terms.

I. “Full Time Employee” - A person who is employed by one or more Blaine County Employers and physically working in Blaine County for a minimum of 1,500 hours worked per calendar year. Breaks in employment which do not disqualify Applicant include temporary physical or mental disability, acting as primary caretaker of ill relative, extended vacation not to exceed six months every six years, and full-time education or training.

J. “Household” means one adult living alone, two or more adults related to each other by blood, marriage, or another legally recognized relationship, or a maximum of five unrelated adults residing in the same residence.

K. “Master plan” means a planning document which guides development of the property based on the City’s planning goals, existing development, and physical characteristics of the particular BCO development. A master plan shall be recorded, run with the land, and be binding upon the parties and their successors in title, as provided by its terms.

L. “Primary resident” means an adult that meets the “primary residential occupancy” requirement.

M. “Primary residential housing” or “primary residential development” shall have the same meaning as “Business Core Residential development,” which terms may be used interchangeably throughout this section.

N. “Primary residential occupancy” means the owner of record occupying the dwelling unit for a minimum of nine months out of any 12-month period or a renter occupying the dwelling unit through a lease term no shorter than nine months out of any 12-month period.

O. “Property” means a specific parcel of real property upon which an BCO District is applied.

P. “Subdivider” means any person creating a subdivision and offering lots for sale to the public.

10-7A.4 Permitted Uses

The following uses are permitted within an BCO development upon the City Council’s approval of application of an BCO District to a specific parcel:

A. Residential development will not have a maximum density when a subdivider or developer ensures a minimum of 50 percent of units developed on the property are deed restricted for primary residential occupancy for actively employed households and or Blaine County Housing Authority Income Category L. BCO lots and units may be owner-occupied or renter-occupied as long as the residents meet the occupancy and active employment requirements of this subsection A. The maximum density (units/acre) limit shall be based on a calculation that includes all existing and all new units on the land area that is being included in the calculation. Residential development qualifying for greater density pursuant to the provisions of this section shall be permitted to obtain such density by constructing residential housing types not otherwise allowed in the underlying zoning district. For example, multifamily units may be constructed in the Business District.

B. Use and bulk requirements shall be those of the underlying zoning district unless they have been specifically amended herein.

A. Multi-family dwellings: Multi-family dwellings shall be allowed without a limitation to the number of units per acre, through the development agreement process as required in 10-7A.

B. Accessory Dwelling Units (ADUs)

1. Up to two ADUs may be allowed through the building permit and design review process in Section 10-17 and Title 9 of the Bellevue City Code of Ordinances for any existing use in the Business District.
2. The minimum dwelling unit size shall be not less than five-hundred fifty (550) net square feet.
3. 25% of the habitable square footage of an existing commercial or business use shall remain on the parcel for non-residential use.
4. Leases shall not be less than nine months.

C. Accessory uses or structures incidental to the principally permitted use pursuant to Section 10-7-3. A second accessory dwelling unit permitted under Section 10-7-3 in an BCO development shall meet the occupancy and active employment requirements of subsection A of this section.

10-7A.5 Development Standards

A. Eligibility. In order to reduce costs associated with the development and construction of primary residential housing, the property development standards set forth in subsection B of this section are established for and shall apply to all BCO developments within the BCO Districts upon approval of a site plan or preliminary plat approval.

B. Property Development Standards. The following development standards shall apply to BCO developments within the BCO Districts:

1. General Design Standards. The development shall be designed and developed in a manner compatible with and complementary to existing and potential development in the immediate vicinity of the development site. Site planning on the perimeter shall provide for protection of the property from adverse surrounding influences and shall protect surrounding areas from potentially adverse influences from the property. To the greatest extent possible, the design of the development shall promote privacy for residents and neighbors, security, and use of passive solar heating and cooling through proper placement of walls, windows, and landscaping.

2. Minimum Design Standards. Minimum design standards are included to ensure a high degree of quality in the development of BCO lots and units. The following design standards shall apply to a development that utilizes the density increases allowed by this section:

a. Sidewalks shall be installed along all street frontages where otherwise required by this LUC.

b. Screening Requirements.

(1) Outdoor Storage Screening. All outdoor storage areas for materials, trash, mechanical equipment, vehicles, or other similar items shall be shown on a landscape and site plan indicating:

i. Location of existing and proposed buildings, parking areas, street improvements;

ii. Locations and general types of landscaped treatment areas -- i.e., lawn areas, low-water use areas, and inorganic areas;

iii. Proposed plant or inorganic materials to be used in each treatment area;

iv. Underground irrigation system to be used in each planted area;

v. Walls and screening devices.

(2) Parking Lot Screening. Parking lot screening must be provided between an off-street parking area containing six or more parking spaces and either 1) a different zoning district or 2) a public street, and shall:

i. Be provided within 10 feet of the perimeter of the parking lot to be screened, except for parking lots adjacent to rain gardens/bioretention systems, other landscape features, or where screening may negatively impact the traffic sight distance (as defined by the American Association of State Highway and Transportation Officials (AASHTO) and verified by the City Engineer);

ii. Be not less than 80 percent opaque and be a minimum of three feet in height as measured from the highest finished adjacent grade of the parking area. When shrubs are used to provide the screen, such shrubs must be at least two feet tall at planting and anticipated to grow to at least three feet tall at maturity;

iii. Not interfere with driver or pedestrian visibility for vehicles entering or exiting the premises;

iv. Utilize native and drought tolerant plants;

v. Consist of at least two of the following:

(A) A compact hedge of evergreen or densely twigged deciduous shrubs spaced to ensure closure into a solid hedge at maturity.

(B) A berm with plantings as described above.

(C) Transit shelters, benches, bicycle racks, and similar features may be integrated as a part of the screen.

(D) Fencing may be integrated as part of the screen. All wood fencing shall be stained and sealed with a weatherproof product;

vi. Be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.

c. Parking Island Design. Off-street parking areas with at least 25 parking stalls shall contain interior landscaped islands. Such islands shall be bounded by a raised concrete curb, pervious curbing, or an approved equivalent and shall contain mulch to retain soil moisture. This provision shall not apply to parking structures. Landscaped parking lot islands shall:

(1) Be located at the beginning and end of each parking row and shall contain a minimum of 180 square feet and a minimum width of nine feet;

(2) Include at least one tree per island;

(3) Incorporate shrubs, perennials, and ornamental grasses, where required;

(4) Be prepared with topsoil to a depth of two feet and improved to ensure adequate drainage, nutrient, and moisture retention levels for the establishment of plantings; and

(5) Be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.

d. Building Exterior Facade Standards.

(1) Exterior finishes may be of wood, masonry, stone, stucco, HDO board or other high quality material permitted by the building code but shall not utilize vinyl siding; cedar or wood shakes; highly reflective, shiny, or mirror-like materials; or exposed plywood or particle board.

(2) Buildings shall utilize at least two of the following design features to provide visual relief along the front of the residence:

i. Projections, recessions, or reveals such as, but not limited to, columns, pilasters, cornices, and bay windows.

ii. Dormers.

iii. Gables.

iv. Recessed entries, a minimum of three feet deep.

v. Covered front porches.

vi. Cupolas.

vii. Architectural pillars or posts.

viii. Quoins.

ix. Corbeling on wall.

x. Decorative lintel.

xi. Incorporation of brick or stone on at least 25 percent of front surface area.

e. The commercial uses shall front along the highest road designation. Residential development shall be located behind commercial development or on upper floors above commercial development.

f. The City Council may waive, or modify, any, or all, of these requirements when the Council finds it is infeasible to comply due to physical or other constraints on the lot.

3. Minimum Building Site Area and Lot Width. There shall be no minimum building site area, minimum lot width, or maximum lot coverage requirements for individual lots or individual dwelling sites in a BCO development. However, the building site area lot widths and lot coverage percentages shall be designated on a preliminary plat or site plan.

4. Density. Overall density of site development within an BCO District shall not exceed twelve units per acre unless otherwise approved through the development agreement process as required in 10-7A.

5. Building Height.

a. Maximum building heights shall not exceed the limits defined in the underlying zone district.

b. To the maximum extent possible, building heights and locations shall minimize shading and interruption of solar access to adjacent properties with existing residential structures or commercial agricultural operations.

c. Structures built within an BCO development must comply with Dimensional, bulk and building coverage standards and requirements.

6. Setbacks. The minimum setbacks from the lot line of the development shall comply with the underlying zoning district standards.

7. Parking.

a. Number of Spaces Required.

(1) For every single-family or two-family dwelling, at least two off-street parking spaces shall be provided for each unit. Parking spaces provided in a garage or carport may count towards the minimum requirement.

(2) For every attached multifamily dwelling, one off-street parking spaces shall be provided for each bedroom.

b. Parking Design Requirements. Off-street parking shall comply with the underlying zoning district standards.

8. Minimum Standards of Physical Condition. Each BCO unit is required to have and maintain minimum standards of physical condition. This includes the following:

a. Clean unit
b. Carpets steam-cleaned two or three days prior to closing
c. All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, and counter tops, etc.
d. No broken or foggy windows
e. All screens in windows (if screens were originally provided)
f. All doors will be in working order with no holes
g. All locks on doors will work
h. All mechanical systems shall be in working order
i. Walls paint ready
j. Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new buyer
k. No leaks from plumbing fixtures
l. Any safety hazard remedied prior to closing
m. Satisfaction of radon issue if found at time of inspection
n. All light fixtures shall be in working order

o. All appliances that existed in the original Unit remain and are in good working order and good condition.

9. Streets. All public streets within or abutting the proposed planned development shall be dedicated and improved to City specifications for the classification of street.

10. Signs. Signs shall be permitted only to the extent allowed under Section 10-22-1. Signs, and must be approved by the Community Development Department.

11. Construction Timing. The BCO units shall be ready for occupancy no later than the date of the initial or temporary occupancy of any unrestricted units within the development or applicable phase thereof. If the unrestricted units are developed in phases, then the BCO units may be developed in proportion to the phasing of the unrestricted units. For example, for each unrestricted unit constructed at least four BCO units shall be constructed.

10-7A.6 Assurance of Primary Residential Housing and Occupancy

A. General. BCO lots and units shall be used for primary residential housing for actively employed households for at least 65 years.

B. Deed Restriction. The following deed restriction shall be integrated into the development agreement, the master plan, each final plat or site plan, and each deed of conveyance:

The Property shall be used for Primary Residential Housing for Actively Employed Households as required by Bellevue City Land Use Code, Section 10-7A, Business Core Residential Overlay, for at least 65 years. The Property is further subject to a Development Agreement and Master Plan recorded against the Property in the real property records of Blaine County, Idaho.

Bellevue City reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Deed Restriction by a record owner of any BCO Lot or Unit in Bellevue City.

C. Enforcement. In addition to other remedies preserved herein, Bellevue City reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this section by a record owner of any BCO unit in Bellevue City. Enforcement may be delegated by the Bellevue City Council to an outside entity such as the Blaine County Housing Authority.

10-7A.7 BCO District Application

A. Preapplication Conference. Prior to submission of an BCO District application, as defined in this section, the developer or subdivider shall meet with the Community Development Director or their designee(s), including other City staff deemed desirable or necessary by the Community Development Director, to discuss the procedures, standards, and regulations hereunder.

B. Procedure. An BCO District application shall be reviewed in accordance with the procedures of Section 10-5 Reclassification of Zoning Districts (Rezones), similar to a zoning map amendment.

C. Application. A developer or subdivider shall submit an BCO District application with the information contained in Section 10-5-2 together with a development agreement, master plan, and conceptual site plan as follows:

1. The development agreement shall include the following information:

a. Legal description of the property;

b. Narrative summarizing the proposed development of the property by gross acre, number of lots or units, common area and open space acreage, overall character and architectural style, and other related development features as proposed by the developer or requested by the City;

c. Percentage of BCO lots or units to be developed on the property; and

d. Deed restriction required by Section 10-7A.6B.

2. The master plan shall include the following information:

a. Legal description of the property;

b. Number and location of lots or units to be developed on the property;

c. Percentage of BCO lots or units to be developed on the property, including designation of the specific BCO lots or units in accordance with Section 10-7A.4; and

d. Identification of site planning features designed to ensure compatibility between proposed BCO development and surrounding neighborhoods and land use.

3. The conceptual site plan shall include the information required for a Certificate of Occupancy.

D. Recordation. The developer or subdivider shall record the development agreement and master plan in the real property records of Blaine County, Idaho, prior to recordation of a final plat approved hereunder or issuance of a building permit for any unit within a site plan approved hereunder. Once approved, the development agreement and master plan may not be amended or modified without reapplication to the City.

E. Effect. Review and consideration of an BCO District application is a discretionary legislative decision. Further, approval of an BCO District application does not constitute site plan, preliminary plat, or final plat approval. Rather, such approval shall be deemed approval of permission to develop under the standards of this section and the master plan.

F. Lapse of Approval. The BCO District approval shall automatically expire and be void unless the City approves, and developer records a site plan or final plat for the BCO development in accordance with Sections 10-7A.9 and 9.5 within 24 months of the date of BCO District approval.

G. Conflict. In the event of conflict between the provisions of Section 10-5 and Section 10-7A.8, this section shall control.

10-7A.9 BCO Development Plat and Site Plan Approval

A. Application Procedure. Review of an BCO development plat or site plan is an administrative decision, which shall be consistent with the City's prior legislative approval of an BCO District, the development agreement, and the master plan.

B. BCO Development Preliminary Plat and Final Plat. Each subdivider shall submit, and the City shall review a preliminary plat application and final plat application in accordance with Section 11-1 Subdivision regulations and this Section 10-7A.

1. In addition to the requirements of Sections 11-1, Submittal Requirements, each plat shall include:

    a. Designation of BCO lots in accordance with Section 10-7A.4;

    b. Deed restriction as required by Section 10-7A.6B.

C. BCO Development Site Plan. Each developer of a mixed use or multifamily residential BCO development shall submit, and the City shall review a site plan application in accordance with Section 10-3, Site Plan Review, and this Section 10-7A.

1. In addition to the requirements of Section 10-3.3, Submittal Requirements, each site plan shall include:

a. Designation of BCO units in accordance with Section 10-7A.4;

b. Deed restriction as required by Section 10-7A.6B.

D. In the event of conflict between the provisions of Section 10-17 and this Section 10-7A.9, this section shall control.

10-7A.10 Expiration of Business Core Residential Ordinance

The ordinance codified in this section shall automatically expire after 300 BCO lots or units have been approved or after five years, whichever occurs first. A record of the number and location of BCO lots and units approved shall be kept on file within the Community Development Department at all times.

10-7A.11 Enforcement

A. Penalties for Violation. As more particularly set forth in Section10-3, Administration and Enforcement, any person, firm, entity, or corporation violating any provision or failing to comply with any provision of this section shall be guilty of a Class C misdemeanor. Without limiting the generality of the foregoing, it shall also be a Class C misdemeanor for any person, firm, entity, or corporation to sell or rent an BCO lot or unit to a household not qualified under this section. It shall further be a Class C misdemeanor for any person, firm, entity, or corporation to provide false or materially incomplete information to the City or its designee or to a seller or lessor of an BCO lot or unit to obtain occupancy of housing for which the person is not eligible.

B. Legal Action. In addition to the remedies set forth in Section 10-3, the City may institute any appropriate legal actions or proceedings necessary to ensure compliance with this section, including:

1. Actions to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval;

2. Actions to recover from any violator of this section civil fines, restitution to prevent unjust enrichment, and/or enforcement costs, including attorney fees;

3. Actions to seek judicial enforcement of such fines, restitution, and costs, including judgment liens and foreclosure; and

4. Any other appropriate action for unlawful detainer, injunctive relief, or damages.

BELLEVUE PLANNING AND ZONING COMMISSION
BELLEVUE CITY HALL
115 E PINE STREET
July 19, 2020 PUBLIC HEARING @6:00 P.M.

REGARDING A TEXT AMENDMENT FOR:	**Staff Report**
A City-initiated text amendment to Title 10 of the City Code. The amendment will create a new Chapter 7A, setting forth regulations for a business core multi-family overlay district. Amendments may also be considered in the General Residential District and the Business District to permit more multi-family opportunities.	Date: July 14, 2020 By: Diane Shay, Community Development Director

I. REGARDING A TEXT AMENDMENT TO BELLEVUE ZONING ORDINANCE INITIATED BY THE CITY OF BELLEVUE:

A workshop to have the Planning and Zoning Commission consider the creation of an overlay district in the commercial core on Main Street, between Spruce and Chestnut, as depicted on the attached map shown as Exhibit A. The overlay district will permit multi-family housing on all properties lying within the district so that the City can provide a more diverse mix of housing opportunities, as noted in the Bellevue Comprehensive Plan. Amendments may also be considered in the General Residential District and the Business District to permit more multi-family opportunities.

II. APPLICABLE REGULATIONS:

(Included below or made a part hereof by reference)

- Idaho Code; Title 67; Chapter 65, Local Land Use Planning Act
- Bellevue Comprehensive Plan, Chapter 12, Housing

III. GENERAL INFORMATION

Business District: Planning Staff has been researching a variety of different codes and ways to create a multi-family housing district in the City limits. We currently don't have any undeveloped large parcels of land in the general residential (GR) zoning district. During our research we've taken a close look at Bellevue Main Street where there are pockets of undeveloped land or lands that are ripe for re-development.

The Code currently prohibits multi-family housing but the valley has seen a dramatic shift in our already strained housing market and it's vital for us to re-evaluate our opportunities to provide housing in our core, thus the creation of the Business Core Residential Overlay District (BCO). As noted above, the proposed overlay district is shown on the attached map, Exhibit A.

There would be requirements for a development to provide adequate parking, snow storage or a snow storage plan, usable open space, screening from adjacent properties and landscaping. The underlying Business zone district permitted, accessory and conditional uses would remain unchanged.

A modification to the language allowing an accessory dwelling unit should be considered to eliminate the restriction for the living area to be "of less square footage". The Commission may wish to consider allowing a mixed-use building where the ground floor would be limited to a business use and allowing the upper floors to be residential.

General Residential District: The current maximum density in the General Residential (GR) district is a duplex on a 6,000 square foot lot, provided the property is being developed by ARCH or Habitat for Humanity or another affordable housing agency. The minimum lot size is 6,000 square feet. Staff would like to propose eliminating the language that only allows an affordable housing entity to develop on a 3,000 square foot lot.

Once the Commission has evaluated the location of the overlay district and determined what types of amendments to the Code they want, a public hearing date will be set.
Staff recommends these amendments to the Code be set for a public hearing on August 16, 2021.

IV. TEXT AMENDMENT FOR THE BUSINESS CORE OVERLAY DISTRICT

Title 10, Chapter 7A

Business Core Residential Overlay District (BCO)

10-7A-1 Purpose:

The purpose of the residential residential overlay district is to help satisfy the housing needs of our community, respond to the demand for multi-family housing and to establish areas for higher residential densities with easy pedestrian access to commercial areas and public facilities. The creation of the overlay district will fill a need for multi-family housing while still keeping the underlying Business zone intact. It is anticipated that at some point in the future, areas that lie within the Bellevue/Blaine County Area of City Impact (ACI) may likely be annexed into the City and multi-family housing will be developed. Higher density zoning and small lot development will be permitted which will contribute to the production of affordable housing. Additional amendments may be considered in the future for that purpose.

10-7A-2 Establishment of a Business Core Residential Overlay District:

The Business Core Residential Overlay District is hereby established for all properties lying within the boundaries shown on the map attached as Exhibit A and incorporated by reference herein. All lands, regardless of the underlying zoning, depicted on the overlay map will be included in the BCO. The overlay district will include bulk, open space, landscaping, snow storage or a snow storage plan and parking requirements for buildings located in the district which are developed as multi-family or mixed use developments.

10-7A-3 Use and Bulk Requirements:

Use and bulk requirements shall be those of the underlying zoning district unless they have been specifically amended herein.

a. Multi-family dwellings shall be allowed without a limitation to the number of units per acre, but shall be limited by required open space, parking, landscaping and snow storage requirements requirements.

b. The minimum dwelling unit size shall be not less than five-hundred fifty (550) net square feet.

10-7A-4 On-Site Management Standards and Special Requirements:

a. All multi-family and mixed-use buildings will be subject to Design Review. The Planning and Zoning Commission may impose additional reasonable requirements and conditions in the process. These conditions may include, but are not limited to, architectural design parameters, screening and buffering treatments.

b. On-site parking space requirements for Multi-Family dwellings and Mixed-Use Buildings.

1. Off-street parking space shall be provided in the BCO.
2. A minimum of one space per residential unit plus one guest parking space for every six (6) units. Credit towards the guest parking requirement may be given if unimproved City rights-of-way are improved as part of the site development.

c. Usable open space of not less than 10% of the lot area shall be included in the project design.

d. Storage: Each unit shall be provided with on-site storage. Size, location and design of the storage areas shall be determined through the Design Review process.

V. TEXT AMENDMENT FOR THE GENERAL RESIDENTIAL DISTRICT

Chapter 6, §10-6-2 describes a residential permitted uses as follows:

"Multiple (two) family dwellings, including townhouses, shall be allowed on no less than a six thousand (6,000) square foot lot per dwelling in the platted and unplatted portions of the City

unless a reduced lot size is approved when the City deems it a benefit for providing affordable housing. and the City Planning and Zoning Commission has approved a design review application requiring a minimum of on site parking for single- family and two-family dwellings and access off an improved street, not alley. The approved reduced lot size shall not be less than three thousand (3,000) square feet per dwelling unit."

"One-family dwellings, single-family dwellings shall be allowed on not less than a six thousand (6,000) square foot lot in the City limits unless a reduced lot size is approved when the City deems it a benefit for providing affordable housing and the City Planning and Zoning Commission has approved a design review application requiring a minimum of on site parking, access off an improved street, not an alley, and there is compliance with front, rear and side setbacks. The approved reduced lot size shall not be less than three thousand (3,000) square feet per dwelling unit."

VI. TEXT AMENDMENT FOR THE BUSINESS DISTRICT

Chapter 7, §10-7-2 lists residential permitted uses as follows:

One accessory dwelling unit for each six thousand (6,000) square feet of lot area; provided, that it is: a) in the same building as the business use of the property; b) clearly ancillary and secondary to the business use which shall, by application, be the primary use of the property; c) of less square footage than the business use of the building; and d) in the back of and/or on an upper floor of the building so as not to adversely reduce the ground level, street frontage business space available. Accessory dwelling units shall be subject to administrative design review approval. The Commission may wish to consider an amendment as follows:

Residential units may be permitted in a mixed use building, provided that the ground floor of the building contain a permitted and continuously operating business. The mixed-use building shall be subject to Design Review.

Should the Commission determine that these amendments are ready for public hearing, Staff suggests a public hearing should be scheduled for August 16, 2021.

City of Bellevue

City of Bellevue
Regular Common Council Meeting
February 12, 2024

Agenda Item 19b: **WORKSHOP**
Bellevue Business Core Overlay District
DISCUSSION ONLY

Note:

Attachment(s): **Workshop** – Bellevue Affordable Housing District – Multiple Documents combined into one (1)

SUNRISE ENGINEERING

Ogden Office
5711 S 1475 E, Suite 203, South Ogden, Ut 84403 | **Tel:** 801.523.0100

To: Troy Butzlaff, City Manager, Ashely Dyer, Senior Planner

From: Lance Evans

Date: February 6, 2023

Re: Affordable Housing Draft Code for Discussion

Attached is the draft language I propose for the amendment to require affordable housing for new development. I have inserted the proposed language in the relevant code section and underlined the new language.

I took the Driggs language that Troy had provided as an example and used that as the basis for the changes to the code. Then we researched how several other communities have addressed affordable housing, Blaine County Housing Authority guidelines and reviewed Idaho State Code. I went through each section of the City Code to try to capture all the areas that required changes. This includes adding definitions, creating affordable housing requirements, and amending zoning, annexation, and subdivision criteria.

Many communities use a dwelling unit bonus incentive to encourage affordable housing. My recommendation is to require the affordable housing with each new rezone and annexation rather than as a bonus. A bonus program has positive aspects but it is my understanding that the need for affordable housing is at a critical point and needs to be required as part of any new development.

Please let me know your thoughts and any questions you have regarding the proposed amendment and we can set up a meeting to discuss in more detail at your convenience.

Thank you

Title 10, Chapter 7A

Business Core Residential Overlay District (BCO)

10-7A-1 Purpose:

The purpose of the residential overlay district is to help satisfy the housing needs of Bellevue, respond to the demand for multi-family housing and to establish areas for higher residential densities with easy pedestrian access to commercial areas and public facilities. The creation of the overlay district will fill a need for multi-family housing while still keeping the underlying Business zone intact. This district would also allow for Accessory Dwelling Units (ADU) to existing business.

10-7A-2 Establishment of a Business Core Residential Overlay District:

The Business Core Residential Overlay District may be applied through the rezoning process to all properties currently zoned B – Business as shown in the City Zoning Map dated January 8, 2014. As shown on the map attached as Exhibit A and incorporated by reference herein. All lands, regardless of the underlying zoning, depicted on the overlay map may be included in the BCO. The overlay district will include bulk, open space, landscaping, snow storage or a snow storage plan and parking requirements for buildings located in the district which are developed as multi-family or mixed use developments.

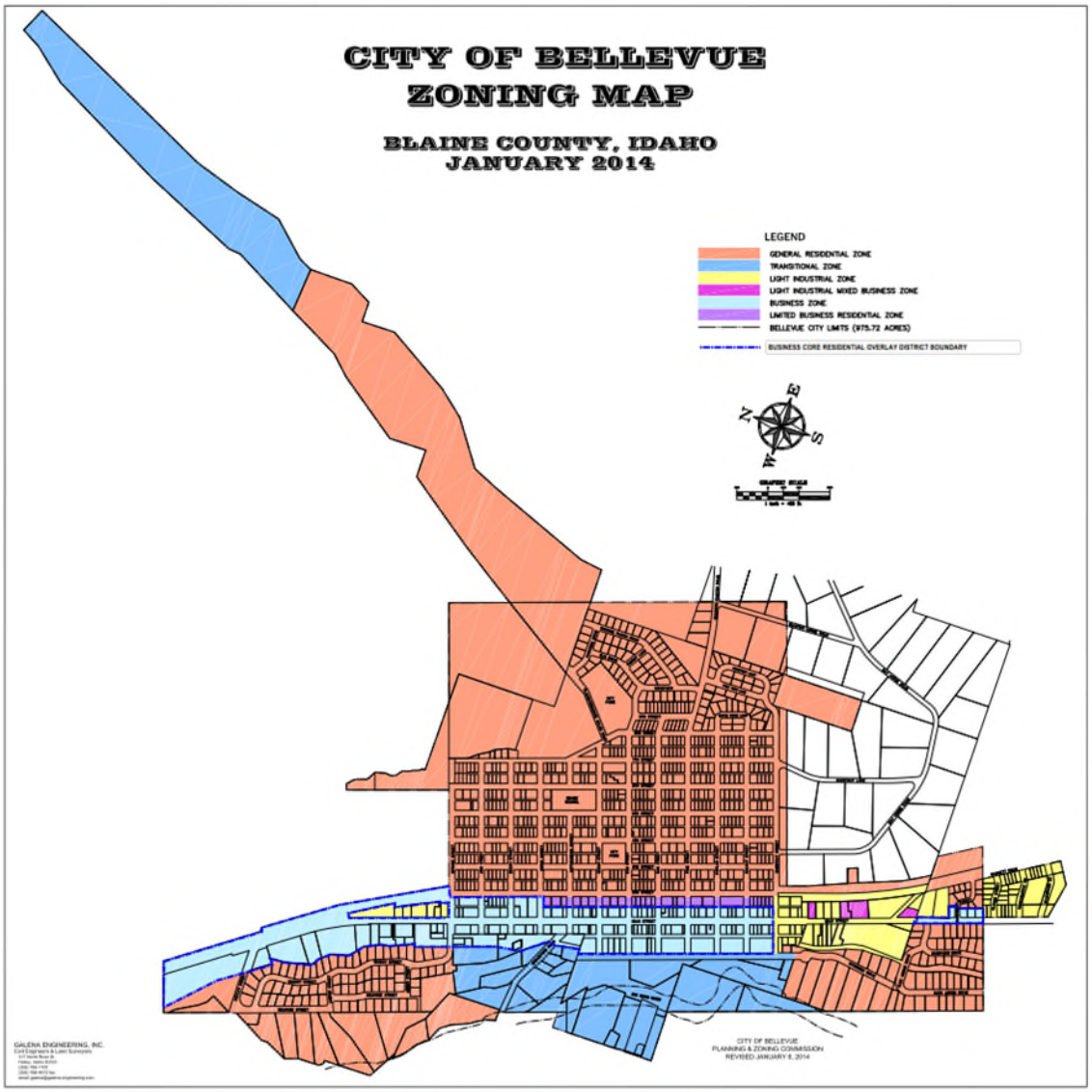


Exhibit A - Business Zoning District with Business Core Residential Overlay Boundary

10-7A.3 Definitions

A. "Active employment household" or "actively employed household" means a household with at least one adult who meets one of the following criteria; provided, however, where there are unrelated individuals living together in one household, at least 50 percent of all the adults comprising the household shall meet one of the following criteria:

1. A full-time (aggregate of 30 hours of employment per week) employee of an entity or entities located within Bellevue City; or

2. An owner or owner's representative of a business or entity with a primary place of business within Bellevue City; or

3. A full-time (aggregate of 30 hours of employment per week for nine months out of each calendar year) worker who is self-employed or works out of their home must provide their entire list of clients/workload so that it can be verified that a minimum of 75 percent of their work/clients are based within Bellevue City;

4. A person who is unable to work or does not have a work history required under subsections A.1 through 3 of this section due to a disability; or

5. A retiree with a work history required under subsections A.1 through 3 of this section for the five years prior to retirement.

B. "Developer" means any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities, which seeks approval of an application for an BCO development.

C. "Development agreement" means a development agreement and deed restriction, which is a contract between Bellevue City and a developer or subdivider, which is recorded as an encumbrance upon the property to ensure compliance hereunder. A development agreement shall run with the land and be binding upon the parties and their successors in title, as provided by its terms.

D. "Business Core Residential Overlay District" or "BCO District" means a zoning district applied to the property that benefits from a higher density than that allowed under the existing underlying zoning designation, which attendant increased density encourages the provision of new housing units used for primary residential occupancy as further described in this section.

E. "Business Core Residential Overlay development" or "BCO development" means a subdivision or site plan approved within an BCO District in which at least 50 percent of the lots or units developed on the property are restricted for primary residential housing occupied by actively employed households.

F. "Business Core Residential Overlay lot" or "BCO lot" is a lot restricted for primary residential housing occupied by actively employed households that otherwise meet the requirements of this section.

G. "BCO lots or units" or "BCO lots and units" shall refer to BCO lots and/or BCO units.

H. "Business Core Residential Overlay unit" or "BCO unit" is a dwelling unit restricted for primary residential housing occupied by actively employed households that otherwise meet the requirements of this section.

I. "Household" means one adult living alone, two or more adults related to each other by blood, marriage, or another legally recognized relationship, or a maximum of five unrelated adults residing in the same residence.

J. "Master plan" means a planning document which guides development of the property based on the City's planning goals, existing development, and physical characteristics of the particular BCO development. A master plan shall be recorded, run with the land, and be binding upon the parties and their successors in title, as provided by its terms.

K. "Primary resident" means an adult that meets the "primary residential occupancy" requirement.

L. "Primary residential housing" or "primary residential development" shall have the same meaning as "Business Core Residential development," which terms may be used interchangeably throughout this section.

M. "Primary residential occupancy" means the owner of record occupying the dwelling unit for a minimum of nine months out of any 12-month period or a renter occupying the dwelling unit through a lease term no shorter than six months out of any 12-month period.

N. "Property" means a specific parcel of real property upon which an BCO District is applied.

O. "Subdivider" means any person creating a subdivision and offering lots for sale to the public.

10-7A.4 Permitted Uses

The following uses are permitted within an BCO development upon the City Council's approval of application of an BCO District to a specific parcel:

A. Residential development may have a maximum density of _____ when a subdivider or developer ensures a minimum of **50 percent of lots or units** developed on the property are deed restricted for primary residential occupancy for actively employed households. BCO lots and units may be owner-occupied or renter-occupied as long as the residents meet the occupancy and active employment requirements of this subsection A. The maximum density (units/acre) limit shall be based on a calculation that includes all existing and all new units on the land area that is being included in the calculation. Residential development qualifying for greater density pursuant to the provisions of this section shall be permitted to obtain such density by constructing residential housing types not otherwise allowed in the underlying zoning district. For example, multifamily units may be constructed in the Business District.

B. Use and bulk requirements shall be those of the underlying zoning district unless they have been specifically amended herein.

A. Multi-family dwellings: Multi-family dwellings shall be allowed without a limitation to the number of units per acre, through the development agreement process as required in 10-7A.

B. Accessory Dwelling Units (ADUs)

1. Up to two ADUs may be allowed through the building permit and design review process in Section 10-17 and Title 9 of the Bellevue City Code of Ordinances.
2. The minimum dwelling unit size shall be not less than five-hundred fifty (550) net square feet.
3. 25% commercial or business use shall remain on the parcel.
4. Leases shall not be less than 30 days.

C. Accessory uses or structures incidental to the principally permitted use pursuant to Section 10-7-3. Any accessory dwelling unit permitted under Section 10-7-3 in an BCO development shall meet the occupancy and active employment requirements of subsection A of this section.

10-7A.5 Development Standards

A. Eligibility. In order to reduce costs associated with the development and construction of primary residential housing, the property development standards set forth in subsection B of this section are established for and shall apply to all BCO developments within the BCO Districts upon approval of a site plan or preliminary plat approval.

B. Property Development Standards. The following development standards shall apply to BCO developments within the BCO Districts:

1. General Design Standards. The development shall be designed and developed in a manner compatible with and complementary to existing and potential development in the immediate vicinity of the development site. Site planning on the perimeter shall provide for protection of the property from adverse surrounding influences and shall protect surrounding areas from potentially adverse influences from the property. To the greatest extent possible, the design of the development shall promote privacy for residents and neighbors, security, and use of passive solar heating and cooling through proper placement of walls, windows, and landscaping.

2. Minimum Design Standards. Minimum design standards are included to ensure a high degree of quality in the development of BCO lots and units. The following design standards shall apply to a development that utilizes the density increases allowed by this section:

a. Sidewalks shall be installed along all street frontages where otherwise required by this LUC.

b. Screening Requirements.

(1) Outdoor Storage Screening. All outdoor storage areas for materials, trash, mechanical equipment, vehicles, or other similar items shall be shown on a landscape and site plan indicating:

i. Location of existing and proposed buildings, parking areas, street improvements;

ii. Locations and general types of landscaped treatment areas -- i.e., lawn areas, low-water use areas, and inorganic areas;

iii. Proposed plant or inorganic materials to be used in each treatment area;

iv. Underground irrigation system to be used in each planted area;

v. Walls and screening devices.

(2) Parking Lot Screening. Parking lot screening must be provided between an off-street parking area containing six or more parking spaces and either 1) a different zoning district or 2) a public street, and shall:

i. Be provided within 10 feet of the perimeter of the parking lot to be screened, except for parking lots adjacent to rain gardens/bioretention systems, other landscape features, or where screening may negatively impact the traffic sight distance (as defined by the American Association of State Highway and Transportation Officials (AASHTO) and verified by the City Engineer);

ii. Be not less than 80 percent opaque and be a minimum of three feet in height as measured from the highest finished adjacent grade of the parking area. When shrubs are used to provide the screen, such shrubs must be at least two feet tall at planting and anticipated to grow to at least three feet tall at maturity;

iii. Not interfere with driver or pedestrian visibility for vehicles entering or exiting the premises;

iv. Utilize native and drought tolerant plants;

v. Consist of at least two of the following:

(A) A compact hedge of evergreen or densely twigged deciduous shrubs spaced to ensure closure into a solid hedge at maturity.

(B) A berm with plantings as described above.

(C) Transit shelters, benches, bicycle racks, and similar features may be integrated as a part of the screen.

(D) Fencing may be integrated as part of the screen. All wood fencing shall be stained and sealed with a weatherproof product;

vi. Be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.

c. Parking Island Design. Off-street parking areas with at least 25 parking stalls shall contain interior landscaped islands. Such islands shall be bounded by a raised concrete curb, pervious curbing, or an approved equivalent and shall contain mulch to retain soil moisture. This provision shall not apply to parking structures. Landscaped parking lot islands shall:

(1) Be located at the beginning and end of each parking row and shall contain a minimum of 180 square feet and a minimum width of nine feet;

(2) Include at least one tree per island;

(3) Incorporate shrubs, perennials, and ornamental grasses, where required;

(4) Be prepared with topsoil to a depth of two feet and improved to ensure adequate drainage, nutrient, and moisture retention levels for the establishment of plantings; and

(5) Be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.

d. Building Exterior Facade Standards.

(1) Exterior finishes may be of wood, masonry, stone, stucco, HDO board or other high quality material permitted by the building code, but shall not utilize vinyl siding; cedar or wood shakes; highly reflective, shiny, or mirror-like materials; or exposed plywood or particle board.

(2) Buildings shall utilize at least two of the following design features to provide visual relief along the front of the residence:

i. Projections, recessions, or reveals such as, but not limited to, columns, pilasters, cornices, and bay windows.

ii. Dormers.

iii. Gables.

iv. Recessed entries, a minimum of three feet deep.

v. Covered front porches.

vi. Cupolas.

vii. Architectural pillars or posts.

viii. Quoins.

ix. Corbeling on wall.

x. Decorative lintel.

xi. Incorporation of brick or stone on at least 25 percent of front surface area.

e. The commercial uses shall front along the highest road designation. Residential development shall be located behind commercial development or on upper floors above commercial development.

g. The City Council may waive, or modify, any, or all, of these requirements when the Council finds it is infeasible to comply due to physical or other constraints on the lot.

3. Minimum Building Site Area and Lot Width. There shall be no minimum building site area, minimum lot width, or maximum lot coverage requirements for individual lots or individual dwelling sites in a BCO development. However, the building site area lot widths and lot coverage percentages shall be designated on a preliminary plat or site plan.

4. Density. Overall density of site development within an BCO District shall not exceed _____.

5. Building Height.

a. Maximum building heights shall not exceed the limits defined in the underlying zone district.

b. To the maximum extent possible, building heights and locations shall minimize shading and interruption of solar access to adjacent properties with existing residential structures or commercial agricultural operations.

c. Structures built within an BCO development must comply with Dimensional, bulk and building coverage standards and requirements.

6. Setbacks. The minimum setbacks from the lot line of the development shall comply with the underlying zoning district standards.

7. Parking.

a. Number of Spaces Required.

(1) For every single-family or two-family dwelling, at least two off-street parking spaces shall be provided for each unit. Parking spaces provided in a garage or carport may count towards the minimum requirement.

(2) For every attached multifamily dwelling, one off-street parking spaces shall be provided for each bedroom.

b. Parking Design Requirements. Off-street parking shall comply with the underlying zoning district standards.

8. Minimum Standards of Physical Condition. Each BCO unit is required to have and maintain minimum standards of physical condition. This includes the following:

a. Clean unit
b. Carpets steam-cleaned two or three days prior to closing
c. All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, and counter tops, etc.
d. No broken or foggy windows
e. All screens in windows (if screens were originally provided)
f. All doors will be in working order with no holes
g. All locks on doors will work
h. All mechanical systems shall be in working order
i. Walls paint ready
j. Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new buyer
k. No leaks from plumbing fixtures
l. Any safety hazard remedied prior to closing
m. Satisfaction of radon issue if found at time of inspection
n. All light fixtures shall be in working order
o. All appliances that existed in the original Unit remain and are in good working order and good condition.

9. Streets. All public streets within or abutting the proposed planned development shall be dedicated and improved to City specifications for the classification of street.

10. Signs. Signs shall be permitted only to the extent allowed under Section 10-22-1. Signs, and must be approved by the Community Development Department.

11. Construction Timing. The BCO units shall be ready for occupancy no later than the date of the initial or temporary occupancy of any unrestricted units within the development or applicable phase thereof. If the unrestricted units are developed in phases, then the BCO units may be developed in proportion to the phasing of the unrestricted units. For example, for each unrestricted unit constructed at least four BCO units shall be constructed.

10-7A.6 Assurance of Primary Residential Housing and Occupancy

A. General. BCO lots and units shall be used for primary residential housing for actively employed households in perpetuity.

B. Deed Restriction. The following deed restriction shall be integrated into the development agreement, the master plan, each final plat or site plan, and each deed of conveyance:

The Property shall be used for Primary Residential Housing for Actively Employed Households as required by Bellevue City Land Use Code, Section 10-7A, Business Core Residential Overlay, in perpetuity. The Property is further subject to a Development Agreement and Master Plan recorded against the Property in the real property records of Blaine County, Idaho.

Bellevue City reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Deed Restriction by a record owner of any BCO Lot or Unit in Bellevue City.

C. Enforcement. In addition to other remedies preserved herein, Bellevue City reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this section by a record owner of any BCO lot or unit in Bellevue City.

10-7A.7 BCO District Application

A. Preapplication Conference. Prior to submission of an BCO District application, as defined in this section, the developer or subdivider shall meet with the Community Development Director or their designee(s), including other City staff deemed desirable or necessary by the Community Development Director, to discuss the procedures, standards, and regulations hereunder.

B. Procedure. An BCO District application shall be reviewed and approved in accordance with the procedures of Section 10-5 Reclassification of Zoning Districts (Rezones), and shall be considered to be a zoning map amendment.

C. Application. A developer or subdivider shall submit an BCO District application with the information contained in Section 10-5-2 together with a development agreement, master plan, and conceptual site plan as follows:

1. The development agreement shall include the following information:

a. Legal description of the property;

b. Narrative summarizing the proposed development of the property by gross acre, number of lots or units, common area and open space acreage, overall character and architectural style, and other related development features as proposed by the developer or requested by the City;

c. Percentage of BCO lots or units to be developed on the property; and

d. Deed restriction required by Section 10-7A.6B.

2. The master plan shall include the following information:

a. Legal description of the property;

b. Number and location of lots or units to be developed on the property;

c. Percentage of BCO lots or units to be developed on the property, including designation of the specific BCO lots or units in accordance with Section 10-7A.4; and

d. Identification of site planning features designed to ensure compatibility between proposed BCO development and surrounding neighborhoods and land use.

3. The conceptual site plan shall include the information required for a Certificate of Occupancy.

D. Recordation. The developer or subdivider shall record the development agreement and master plan in the real property records of Blaine County, Idaho, prior to recordation of a final plat approved hereunder or issuance of a building permit for any unit within a site plan approved hereunder. Once approved, the development agreement and master plan may not be amended or modified without reapplication to the City.

E. Effect. Review and consideration of an BCO District application is a discretionary legislative decision. Further, approval of an BCO District application does not constitute site plan, preliminary plat, or final plat approval. Rather, such approval shall be deemed approval of permission to develop under the standards of this section and the master plan.

F. Lapse of Approval. The BCO District approval shall automatically expire and be void unless the City approves, and developer records a site plan or final plat for the BCO development in accordance with Sections 10-7A.9 and 9.5 within 24 months of the date of BCO District approval.

G. Conflict. In the event of conflict between the provisions of Section 10-5 and Section 10-7A.8, this section shall control.

10-7A.9 BCO Development Plat and Site Plan Approval

A. Application Procedure. Review of an BCO development plat or site plan is an administrative decision, which shall be consistent with the City's prior legislative approval of an BCO District, the development agreement, and the master plan.

B. BCO Development Preliminary Plat and Final Plat. Each subdivider shall submit, and the City shall review a preliminary plat application and final plat application in accordance with Section 11-1 Subdivision regulations and this Section 10-7A.

1. In addition to the requirements of Sections 11-1, Submittal Requirements, each plat shall include:

a. Designation of BCO lots in accordance with Section 10-7A.4;

b. Deed restriction as required by Section 10-7A.6B.

C. BCO Development Site Plan. Each developer of a mixed use or multifamily residential BCO development shall submit, and the City shall review a site plan application in accordance with Section 10-3, Site Plan Review, and this Section 10-7A.

1. In addition to the requirements of Section 10-3.3, Submittal Requirements, each site plan shall include:

a. Designation of BCO units in accordance with Section 10-7A.4;

b. Deed restriction as required by Section 10-7A.6B.

D. In the event of conflict between the provisions of Section 10-17 and this Section 10-7A.9, this section shall control.

10-7A.10 Expiration of Business Core Residential Ordinance

The ordinance codified in this section shall automatically expire after 300 BCO lots or units have been approved or after five years, whichever occurs first. A record of the number and location of BCO lots and units approved shall be kept on file within the Community Development Department at all times.

10-7A.11 Enforcement

A. Penalties for Violation. As more particularly set forth in Section10-3, Administration and Enforcement, any person, firm, entity, or corporation violating any provision or failing to comply with any provision of this section shall be guilty of a Class C misdemeanor. Without limiting the generality of the foregoing, it shall also be a Class C misdemeanor for any person, firm, entity, or corporation to sell or rent an BCO lot or unit to a household not qualified under this section. It shall further be a Class C misdemeanor for any person, firm, entity, or corporation to provide false or materially incomplete information to the City or its designee or to a seller or lessor of an BCO lot or unit to obtain occupancy of housing for which the person is not eligible.

B. Legal Action. In addition to the remedies set forth in Section 10-3, the City may institute any appropriate legal actions or proceedings necessary to ensure compliance with this section, including:

1. Actions to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval;

2. Actions to recover from any violator of this section civil fines, restitution to prevent unjust enrichment, and/or enforcement costs, including attorney fees;

3. Actions to seek judicial enforcement of such fines, restitution and costs, including judgment liens and foreclosure; and

4. Any other appropriate action for unlawful detainer, injunctive relief or damages.

Title 10, Chapter 7A

Business Core Residential Overlay District (BCO)

March 13, 2023 City Council Work Session

10-7A-1 Purpose:

The purpose of the residential overlay district is to help satisfy the housing needs of Bellevue, respond to the demand for multi-family housing and to establish areas for higher residential densities with easy pedestrian access to commercial areas and public facilities. The creation of the overlay district will fill a need for multi-family Community Housing while keeping the underlying Business zone and existing commercial uses intact. The Overlay also provides provisions to allow for Accessory Dwelling Units (ADU) to existing business.

10-7A-2 Establishment of a Business Core Residential Overlay District:

The Business Core Residential Overlay District may be applied through the rezoning process to all properties currently zoned B – Business as shown in the City Zoning Map dated January 8, 2014. As shown on the map attached as Exhibit A and incorporated by reference herein. The overlay district will include bulk, open space, landscaping, snow storage or a snow storage plan and parking requirements for buildings located in the district which are developed as multi-family or mixed use developments.

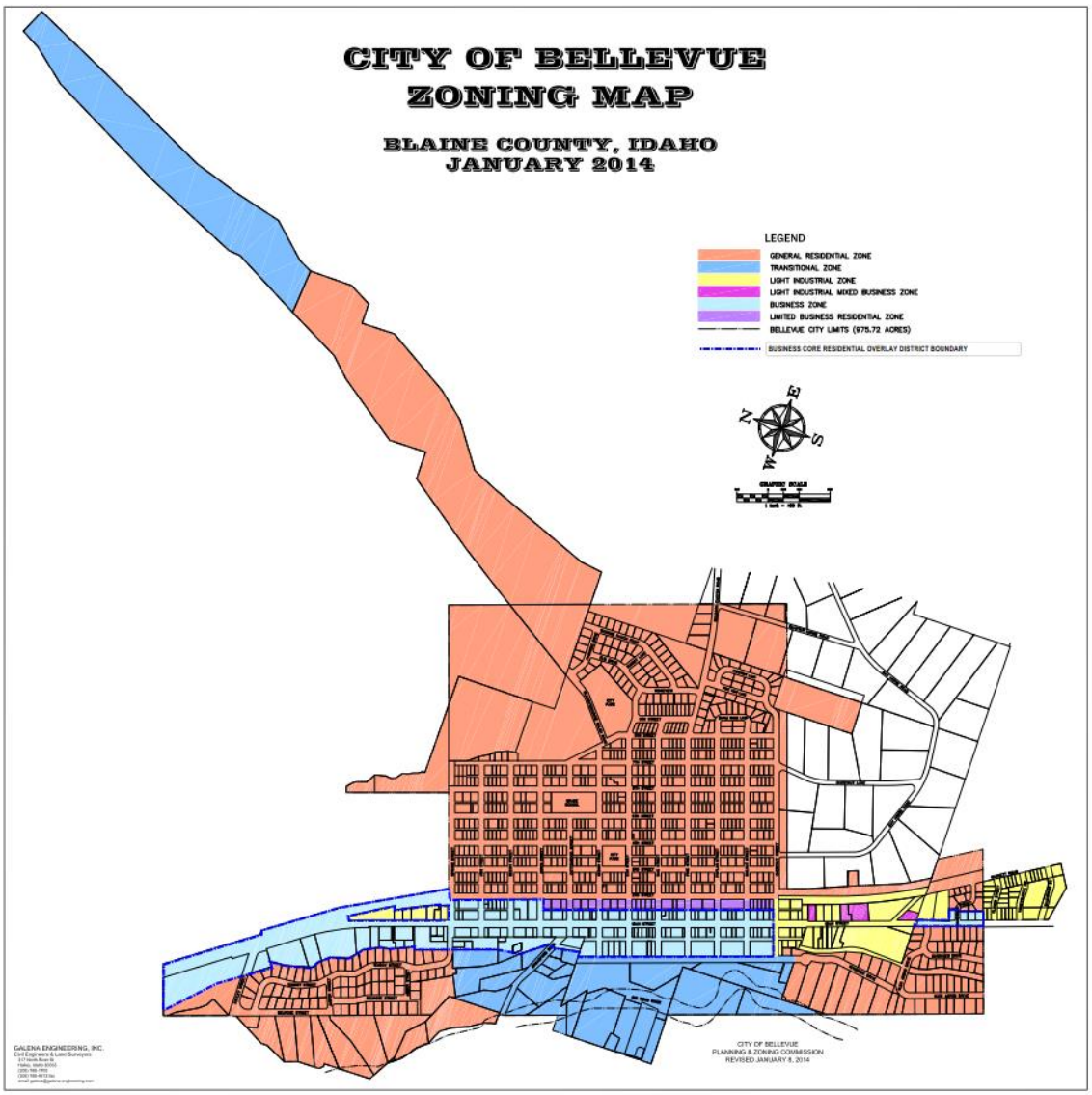


Exhibit A - Business Zoning District with Business Core Residential Overlay Boundary

10-7A.3 Definitions

A. "Active employment household" or "actively employed household" means a household with at least one adult who meets one of the following criteria; provided, however, where there are unrelated individuals living together in one household, at least 50 percent of all the adults comprising the household shall meet one of the following criteria:

   a. Full Time Employee.; or

   b. An owner or owner's representative of a business or entity with a primary place of business within Blaine County; or

   c. A full-time employee who is self-employed or works out of their home must provide their entire list of clients/workload so that it can be verified that a minimum of 75 percent of their work/clients are based within Blaine County;

d. A person who is unable to work or does not have a work history required under subsections A.1 through 3 of this section due to a disability; or
e. A retiree with a work history required under subsections A.1 through 3 of this section for the five years prior to retirement.

B. “Business Core Residential Overlay District” or “BCO District” means a zoning district applied to the property that benefits from a higher density than that allowed under the existing underlying zoning designation, which attendant increased density encourages the provision of new housing units used for primary residential occupancy as further described in this section.

C. “Business Core Residential Overlay development” or “BCO development” means a subdivision or site plan approved within an BCO District in which at least 50 percent of the units developed on the property are restricted for primary residential occupancy by actively employed households.

D. “Business Core Residential Overlay lot” or “BCO lot” is a lot restricted for primary residential occupancy by actively employed.

E. “Business Core Residential Overlay unit” or “BCO unit” is a dwelling unit restricted for primary residential occupancy by actively employed households. that otherwise meet the requirements of this section.

F. “Community Housing” is ownership and rental residential housing that is price restricted to remain affordable to persons working in Blaine County, retired from working in Blaine County, or other groups of eligible persons according to BCHA guidelines or other recognized affordable housing guidelines approved by BCHA.

G. “Developer” means any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities, which seeks approval of an application for an BCO development.

H. “Development agreement” means a development agreement and deed restriction, which is a contract between Bellevue City and a developer or subdivider, which is recorded as an encumbrance upon the property to ensure compliance hereunder. A development agreement shall run with the land and be binding upon the parties and their successors in title, as provided by its terms.

I. “Full Time Employee” - A person who is employed by one or more Blaine County Employers and physically working in Blaine County for a minimum of 1,500 hours worked per calendar year. Breaks in employment which do not disqualify Applicant include temporary physical or mental disability, acting as primary caretaker of ill relative, extended vacation not to exceed six months every six years, and full-time education or training.

J. “Household” means one adult living alone, two or more adults related to each other by blood, marriage, or another legally recognized relationship, or a maximum of five unrelated adults residing in the same residence.

K. “Master plan” means a planning document which guides development of the property based on the City’s planning goals, existing development, and physical characteristics of the particular BCO development. A master plan shall be recorded, run with the land, and be binding upon the parties and their successors in title, as provided by its terms.

L. “Primary resident” means an adult that meets the “primary residential occupancy” requirement.

M. “Primary residential housing” or “primary residential development” shall have the same meaning as “Business Core Residential development,” which terms may be used interchangeably throughout this section.

N. “Primary residential occupancy” means the owner of record occupying the dwelling unit for a minimum of nine months out of any 12-month period or a renter occupying the dwelling unit through a lease term no shorter than nine months out of any 12-month period.

O. “Property” means a specific parcel of real property upon which an BCO District is applied.

P. “Subdivider” means any person creating a subdivision and offering lots for sale to the public.

10-7A.4 Permitted Uses

The following uses are permitted within an BCO development upon the City Council’s approval of application of an BCO District to a specific parcel:

A. Residential development will not have a maximum density when a subdivider or developer ensures a minimum of 50 percent of units developed on the property are deed restricted for primary residential occupancy for actively employed households and or Blaine County Housing Authority Income Category L. BCO lots and units may be owner-occupied or renter-occupied as long as the residents meet the occupancy and active employment requirements of this subsection A. The maximum density (units/acre) limit shall be based on a calculation that includes all existing and all new units on the land area that is being included in the calculation. Residential development qualifying for greater density pursuant to the provisions of this section shall be permitted to obtain such density by constructing residential housing types not otherwise allowed in the underlying zoning district. For example, multifamily units may be constructed in the Business District.

B. Use and bulk requirements shall be those of the underlying zoning district unless they have been specifically amended herein.

A. Multi-family dwellings: Multi-family dwellings shall be allowed without a limitation to the number of units per acre, through the development agreement process as required in 10-7A.

B. Accessory Dwelling Units (ADUs)

1. Up to two ADUs may be allowed through the building permit and design review process in Section 10-17 and Title 9 of the Bellevue City Code of Ordinances for any existing use in the Business District.
2. The minimum dwelling unit size shall be not less than five-hundred fifty (550) net square feet.
3. 25% of the habitable square footage of an existing commercial or business use shall remain on the parcel for non-residential use.
4. Leases shall not be less than nine months.

C. Accessory uses or structures incidental to the principally permitted use pursuant to Section 10-7-3. A second accessory dwelling unit permitted under Section 10-7-3 in an BCO development shall meet the occupancy and active employment requirements of subsection A of this section.

10-7A.5 Development Standards

A. Eligibility. In order to reduce costs associated with the development and construction of primary residential housing, the property development standards set forth in subsection B of this section are established for and shall apply to all BCO developments within the BCO Districts upon approval of a site plan or preliminary plat approval.

B. Property Development Standards. The following development standards shall apply to BCO developments within the BCO Districts:

1. General Design Standards. The development shall be designed and developed in a manner compatible with and complementary to existing and potential development in the immediate vicinity of the development site. Site planning on the perimeter shall provide for protection of the property from adverse surrounding influences and shall protect surrounding areas from potentially adverse influences from the property. To the greatest extent possible, the design of the development shall promote privacy for residents and neighbors, security, and use of passive solar heating and cooling through proper placement of walls, windows, and landscaping.

2. Minimum Design Standards. Minimum design standards are included to ensure a high degree of quality in the development of BCO lots and units. The following design standards shall apply to a development that utilizes the density increases allowed by this section:

a. Sidewalks shall be installed along all street frontages where otherwise required by this LUC.

b. Screening Requirements.

(1) Outdoor Storage Screening. All outdoor storage areas for materials, trash, mechanical equipment, vehicles, or other similar items shall be shown on a landscape and site plan indicating:

i. Location of existing and proposed buildings, parking areas, street improvements;

ii. Locations and general types of landscaped treatment areas -- i.e., lawn areas, low-water use areas, and inorganic areas;

iii. Proposed plant or inorganic materials to be used in each treatment area;

iv. Underground irrigation system to be used in each planted area;

v. Walls and screening devices.

(2) Parking Lot Screening. Parking lot screening must be provided between an off-street parking area containing six or more parking spaces and either 1) a different zoning district or 2) a public street, and shall:

i. Be provided within 10 feet of the perimeter of the parking lot to be screened, except for parking lots adjacent to rain gardens/bioretention systems, other landscape features, or where screening may negatively impact the traffic sight distance (as defined by the American Association of State Highway and Transportation Officials (AASHTO) and verified by the City Engineer);

ii. Be not less than 80 percent opaque and be a minimum of three feet in height as measured from the highest finished adjacent grade of the parking area. When shrubs are used to provide the screen, such shrubs must be at least two feet tall at planting and anticipated to grow to at least three feet tall at maturity;

iii. Not interfere with driver or pedestrian visibility for vehicles entering or exiting the premises;

iv. Utilize native and drought tolerant plants;

v. Consist of at least two of the following:

(A) A compact hedge of evergreen or densely twigged deciduous shrubs spaced to ensure closure into a solid hedge at maturity.

(B) A berm with plantings as described above.

(C) Transit shelters, benches, bicycle racks, and similar features may be integrated as a part of the screen.

(D) Fencing may be integrated as part of the screen. All wood fencing shall be stained and sealed with a weatherproof product;

vi. Be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.

c. Parking Island Design. Off-street parking areas with at least 25 parking stalls shall contain interior landscaped islands. Such islands shall be bounded by a raised concrete curb, pervious curbing, or an approved equivalent and shall contain mulch to retain soil moisture. This provision shall not apply to parking structures. Landscaped parking lot islands shall:

(1) Be located at the beginning and end of each parking row and shall contain a minimum of 180 square feet and a minimum width of nine feet;

(2) Include at least one tree per island;

(3) Incorporate shrubs, perennials, and ornamental grasses, where required;

(4) Be prepared with topsoil to a depth of two feet and improved to ensure adequate drainage, nutrient, and moisture retention levels for the establishment of plantings; and

(5) Be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.

d. Building Exterior Facade Standards.

(1) Exterior finishes may be of wood, masonry, stone, stucco, HDO board or other high quality material permitted by the building code but shall not utilize vinyl siding; cedar or wood shakes; highly reflective, shiny, or mirror-like materials; or exposed plywood or particle board.

(2) Buildings shall utilize at least two of the following design features to provide visual relief along the front of the residence:

i. Projections, recessions, or reveals such as, but not limited to, columns, pilasters, cornices, and bay windows.

ii. Dormers.

iii. Gables.

iv. Recessed entries, a minimum of three feet deep.

v. Covered front porches.

vi. Cupolas.

vii. Architectural pillars or posts.

viii. Quoins.

ix. Corbeling on wall.

x. Decorative lintel.

xi. Incorporation of brick or stone on at least 25 percent of front surface area.

e. The commercial uses shall front along the highest road designation. Residential development shall be located behind commercial development or on upper floors above commercial development.

f. The City Council may waive, or modify, any, or all, of these requirements when the Council finds it is infeasible to comply due to physical or other constraints on the lot.

3. Minimum Building Site Area and Lot Width. There shall be no minimum building site area, minimum lot width, or maximum lot coverage requirements for individual lots or individual dwelling sites in a BCO development. However, the building site area lot widths and lot coverage percentages shall be designated on a preliminary plat or site plan.

4. Density. Overall density of site development within an BCO District shall not exceed twelve units per acre unless otherwise approved through the development agreement process as required in 10-7A.

5. Building Height.

a. Maximum building heights shall not exceed the limits defined in the underlying zone district.

b. To the maximum extent possible, building heights and locations shall minimize shading and interruption of solar access to adjacent properties with existing residential structures or commercial agricultural operations.

c. Structures built within an BCO development must comply with Dimensional, bulk and building coverage standards and requirements.

6. Setbacks. The minimum setbacks from the lot line of the development shall comply with the underlying zoning district standards.

7. Parking.

a. Number of Spaces Required.

(1) For every single-family or two-family dwelling, at least two off-street parking spaces shall be provided for each unit. Parking spaces provided in a garage or carport may count towards the minimum requirement.

(2) For every attached multifamily dwelling, one off-street parking spaces shall be provided for each bedroom.

b. Parking Design Requirements. Off-street parking shall comply with the underlying zoning district standards.

8. Minimum Standards of Physical Condition. Each BCO unit is required to have and maintain minimum standards of physical condition. This includes the following:

a. Clean unit
b. Carpets steam-cleaned two or three days prior to closing
c. All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, and counter tops, etc.
d. No broken or foggy windows
e. All screens in windows (if screens were originally provided)
f. All doors will be in working order with no holes
g. All locks on doors will work
h. All mechanical systems shall be in working order
i. Walls paint ready
j. Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new buyer
k. No leaks from plumbing fixtures
l. Any safety hazard remedied prior to closing
m. Satisfaction of radon issue if found at time of inspection
n. All light fixtures shall be in working order

o. All appliances that existed in the original Unit remain and are in good working order and good condition.

9. Streets. All public streets within or abutting the proposed planned development shall be dedicated and improved to City specifications for the classification of street.

10. Signs. Signs shall be permitted only to the extent allowed under Section 10-22-1. Signs, and must be approved by the Community Development Department.

11. Construction Timing. The BCO units shall be ready for occupancy no later than the date of the initial or temporary occupancy of any unrestricted units within the development or applicable phase thereof. If the unrestricted units are developed in phases, then the BCO units may be developed in proportion to the phasing of the unrestricted units. For example, for each unrestricted unit constructed at least four BCO units shall be constructed.

10-7A.6 Assurance of Primary Residential Housing and Occupancy

A. General. BCO lots and units shall be used for primary residential housing for actively employed households for at least 65 years.

B. Deed Restriction. The following deed restriction shall be integrated into the development agreement, the master plan, each final plat or site plan, and each deed of conveyance:

The Property shall be used for Primary Residential Housing for Actively Employed Households as required by Bellevue City Land Use Code, Section 10-7A, Business Core Residential Overlay, for at least 65 years. The Property is further subject to a Development Agreement and Master Plan recorded against the Property in the real property records of Blaine County, Idaho.

Bellevue City reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Deed Restriction by a record owner of any BCO Lot or Unit in Bellevue City.

C. Enforcement. In addition to other remedies preserved herein, Bellevue City reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this section by a record owner of any BCO unit in Bellevue City. Enforcement may be delegated by the Bellevue City Council to an outside entity such as the Blaine County Housing Authority.

10-7A.7 BCO District Application

A. Preapplication Conference. Prior to submission of an BCO District application, as defined in this section, the developer or subdivider shall meet with the Community Development Director or their designee(s), including other City staff deemed desirable or necessary by the Community Development Director, to discuss the procedures, standards, and regulations hereunder.

B. Procedure. An BCO District application shall be reviewed in accordance with the procedures of Section 10-5 Reclassification of Zoning Districts (Rezones), similar to a zoning map amendment.

C. Application. A developer or subdivider shall submit an BCO District application with the information contained in Section 10-5-2 together with a development agreement, master plan, and conceptual site plan as follows:

1. The development agreement shall include the following information:

a. Legal description of the property;

b. Narrative summarizing the proposed development of the property by gross acre, number of lots or units, common area and open space acreage, overall character and architectural style, and other related development features as proposed by the developer or requested by the City;

c. Percentage of BCO lots or units to be developed on the property; and

d. Deed restriction required by Section 10-7A.6B.

2. The master plan shall include the following information:

a. Legal description of the property;

b. Number and location of lots or units to be developed on the property;

c. Percentage of BCO lots or units to be developed on the property, including designation of the specific BCO lots or units in accordance with Section 10-7A.4; and

d. Identification of site planning features designed to ensure compatibility between proposed BCO development and surrounding neighborhoods and land use.

3. The conceptual site plan shall include the information required for a Certificate of Occupancy.

D. Recordation. The developer or subdivider shall record the development agreement and master plan in the real property records of Blaine County, Idaho, prior to recordation of a final plat approved hereunder or issuance of a building permit for any unit within a site plan approved hereunder. Once approved, the development agreement and master plan may not be amended or modified without reapplication to the City.

E. Effect. Review and consideration of an BCO District application is a discretionary legislative decision. Further, approval of an BCO District application does not constitute site plan, preliminary plat, or final plat approval. Rather, such approval shall be deemed approval of permission to develop under the standards of this section and the master plan.

F. Lapse of Approval. The BCO District approval shall automatically expire and be void unless the City approves, and developer records a site plan or final plat for the BCO development in accordance with Sections 10-7A.9 and 9.5 within 24 months of the date of BCO District approval.

G. Conflict. In the event of conflict between the provisions of Section 10-5 and Section 10-7A.8, this section shall control.

10-7A.9 BCO Development Plat and Site Plan Approval

A. Application Procedure. Review of an BCO development plat or site plan is an administrative decision, which shall be consistent with the City's prior legislative approval of an BCO District, the development agreement, and the master plan.

B. BCO Development Preliminary Plat and Final Plat. Each subdivider shall submit, and the City shall review a preliminary plat application and final plat application in accordance with Section 11-1 Subdivision regulations and this Section 10-7A.

1. In addition to the requirements of Sections 11-1, Submittal Requirements, each plat shall include:

    a. Designation of BCO lots in accordance with Section 10-7A.4;

    b. Deed restriction as required by Section 10-7A.6B.

C. BCO Development Site Plan. Each developer of a mixed use or multifamily residential BCO development shall submit, and the City shall review a site plan application in accordance with Section 10-3, Site Plan Review, and this Section 10-7A.

1. In addition to the requirements of Section 10-3.3, Submittal Requirements, each site plan shall include:

a. Designation of BCO units in accordance with Section 10-7A.4;

b. Deed restriction as required by Section 10-7A.6B.

D. In the event of conflict between the provisions of Section 10-17 and this Section 10-7A.9, this section shall control.

10-7A.10 Expiration of Business Core Residential Ordinance

The ordinance codified in this section shall automatically expire after 300 BCO lots or units have been approved or after five years, whichever occurs first. A record of the number and location of BCO lots and units approved shall be kept on file within the Community Development Department at all times.

10-7A.11 Enforcement

A. Penalties for Violation. As more particularly set forth in Section10-3, Administration and Enforcement, any person, firm, entity, or corporation violating any provision or failing to comply with any provision of this section shall be guilty of a Class C misdemeanor. Without limiting the generality of the foregoing, it shall also be a Class C misdemeanor for any person, firm, entity, or corporation to sell or rent an BCO lot or unit to a household not qualified under this section. It shall further be a Class C misdemeanor for any person, firm, entity, or corporation to provide false or materially incomplete information to the City or its designee or to a seller or lessor of an BCO lot or unit to obtain occupancy of housing for which the person is not eligible.

B. Legal Action. In addition to the remedies set forth in Section 10-3, the City may institute any appropriate legal actions or proceedings necessary to ensure compliance with this section, including:

1. Actions to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval;

2. Actions to recover from any violator of this section civil fines, restitution to prevent unjust enrichment, and/or enforcement costs, including attorney fees;

3. Actions to seek judicial enforcement of such fines, restitution, and costs, including judgment liens and foreclosure; and

4. Any other appropriate action for unlawful detainer, injunctive relief, or damages.

BELLEVUE PLANNING AND ZONING COMMISSION
BELLEVUE CITY HALL
115 E PINE STREET
July 19, 2020 PUBLIC HEARING @6:00 P.M.

REGARDING A TEXT AMENDMENT FOR:	**Staff Report**
A City-initiated text amendment to Title 10 of the City Code. The amendment will create a new Chapter 7A, setting forth regulations for a business core multi-family overlay district. Amendments may also be considered in the General Residential District and the Business District to permit more multi-family opportunities.	Date: July 14, 2020 By: Diane Shay, Community Development Director

I. REGARDING A TEXT AMENDMENT TO BELLEVUE ZONING ORDINANCE INITIATED BY THE CITY OF BELLEVUE:

A workshop to have the Planning and Zoning Commission consider the creation of an overlay district in the commercial core on Main Street, between Spruce and Chestnut, as depicted on the attached map shown as Exhibit A. The overlay district will permit multi-family housing on all properties lying within the district so that the City can provide a more diverse mix of housing opportunities, as noted in the Bellevue Comprehensive Plan. Amendments may also be considered in the General Residential District and the Business District to permit more multi-family opportunities.

II. APPLICABLE REGULATIONS:

(Included below or made a part hereof by reference)

- Idaho Code; Title 67; Chapter 65, Local Land Use Planning Act
- Bellevue Comprehensive Plan, Chapter 12, Housing

III. GENERAL INFORMATION

Business District: Planning Staff has been researching a variety of different codes and ways to create a multi-family housing district in the City limits. We currently don't have any undeveloped large parcels of land in the general residential (GR) zoning district. During our research we've taken a close look at Bellevue Main Street where there are pockets of undeveloped land or lands that are ripe for re-development.

The Code currently prohibits multi-family housing but the valley has seen a dramatic shift in our already strained housing market and it's vital for us to re-evaluate our opportunities to provide housing in our core, thus the creation of the Business Core Residential Overlay District (BCO). As noted above, the proposed overlay district is shown on the attached map, Exhibit A.

There would be requirements for a development to provide adequate parking, snow storage or a snow storage plan, usable open space, screening from adjacent properties and landscaping. The underlying Business zone district permitted, accessory and conditional uses would remain unchanged.

A modification to the language allowing an accessory dwelling unit should be considered to eliminate the restriction for the living area to be "of less square footage". The Commission may wish to consider allowing a mixed-use building where the ground floor would be limited to a business use and allowing the upper floors to be residential.

General Residential District: The current maximum density in the General Residential (GR) district is a duplex on a 6,000 square foot lot, provided the property is being developed by ARCH or Habitat for Humanity or another affordable housing agency. The minimum lot size is 6,000 square feet. Staff would like to propose eliminating the language that only allows an affordable housing entity to develop on a 3,000 square foot lot.

Once the Commission has evaluated the location of the overlay district and determined what types of amendments to the Code they want, a public hearing date will be set.
Staff recommends these amendments to the Code be set for a public hearing on August 16, 2021.

IV. TEXT AMENDMENT FOR THE BUSINESS CORE OVERLAY DISTRICT

Title 10, Chapter 7A

Business Core Residential Overlay District (BCO)

10-7A-1 Purpose:

The purpose of the residential residential overlay district is to help satisfy the housing needs of our community, respond to the demand for multi-family housing and to establish areas for higher residential densities with easy pedestrian access to commercial areas and public facilities. The creation of the overlay district will fill a need for multi-family housing while still keeping the underlying Business zone intact. It is anticipated that at some point in the future, areas that lie within the Bellevue/Blaine County Area of City Impact (ACI) may likely be annexed into the City and multi-family housing will be developed. Higher density zoning and small lot development will be permitted which will contribute to the production of affordable housing. Additional amendments may be considered in the future for that purpose.

10-7A-2 Establishment of a Business Core Residential Overlay District:

The Business Core Residential Overlay District is hereby established for all properties lying within the boundaries shown on the map attached as Exhibit A and incorporated by reference herein. All lands, regardless of the underlying zoning, depicted on the overlay map will be included in the BCO. The overlay district will include bulk, open space, landscaping, snow storage or a snow storage plan and parking requirements for buildings located in the district which are developed as multi-family or mixed use developments.

10-7A-3 Use and Bulk Requirements:

Use and bulk requirements shall be those of the underlying zoning district unless they have been specifically amended herein.

a. Multi-family dwellings shall be allowed without a limitation to the number of units per acre, but shall be limited by required open space, parking, landscaping and snow storage requirements requirements.

b. The minimum dwelling unit size shall be not less than five-hundred fifty (550) net square feet.

10-7A-4 On-Site Management Standards and Special Requirements:

a. All multi-family and mixed-use buildings will be subject to Design Review. The Planning and Zoning Commission may impose additional reasonable requirements and conditions in the process. These conditions may include, but are not limited to, architectural design parameters, screening and buffering treatments.

b. On-site parking space requirements for Multi-Family dwellings and Mixed-Use Buildings.

1. Off-street parking space shall be provided in the BCO.
2. A minimum of one space per residential unit plus one guest parking space for every six (6) units. Credit towards the guest parking requirement may be given if unimproved City rights-of-way are improved as part of the site development.

c. Usable open space of not less than 10% of the lot area shall be included in the project design.

d. Storage: Each unit shall be provided with on-site storage. Size, location and design of the storage areas shall be determined through the Design Review process.

V. TEXT AMENDMENT FOR THE GENERAL RESIDENTIAL DISTRICT

Chapter 6, §10-6-2 describes a residential permitted uses as follows:

"Multiple (two) family dwellings, including townhouses, shall be allowed on no less than a six thousand (6,000) square foot lot per dwelling in the platted and unplatted portions of the City

unless a reduced lot size is approved when the City deems it a benefit for providing affordable housing. and the City Planning and Zoning Commission has approved a design review application requiring a minimum of on site parking for single- family and two-family dwellings and access off an improved street, not alley. The approved reduced lot size shall not be less than three thousand (3,000) square feet per dwelling unit."

"One-family dwellings, single-family dwellings shall be allowed on not less than a six thousand (6,000) square foot lot in the City limits unless a reduced lot size is approved when the City deems it a benefit for providing affordable housing and the City Planning and Zoning Commission has approved a design review application requiring a minimum of on site parking, access off an improved street, not an alley, and there is compliance with front, rear and side setbacks. The approved reduced lot size shall not be less than three thousand (3,000) square feet per dwelling unit."

VI. TEXT AMENDMENT FOR THE BUSINESS DISTRICT

Chapter 7, §10-7-2 lists residential permitted uses as follows:

One accessory dwelling unit for each six thousand (6,000) square feet of lot area; provided, that it is: a) in the same building as the business use of the property; b) clearly ancillary and secondary to the business use which shall, by application, be the primary use of the property; c) of less square footage than the business use of the building; and d) in the back of and/or on an upper floor of the building so as not to adversely reduce the ground level, street frontage business space available. Accessory dwelling units shall be subject to administrative design review approval. The Commission may wish to consider an amendment as follows:

Residential units may be permitted in a mixed use building, provided that the ground floor of the building contain a permitted and continuously operating business. The mixed-use building shall be subject to Design Review.

Should the Commission determine that these amendments are ready for public hearing, Staff suggests a public hearing should be scheduled for August 16, 2021.

Bellevue City Council
Work Session

Draft Ordinances Update
Business Core Residential Overlay and Affordable Housing Requirement

March 13, 2023

SUNRISE ENGINEERING

PURPOSE

Address need for affordable housing

Develop housing opportunities in Downtown Bellevue

SUNRISE ENGINEERING

PROCESS

1. City Staff began process in 2020 for the Business Residential Core Overlay District (BCO)

2. Modified existing code to add Affordable Housing Code & Business Core Residential Overlay District (BCO)

3. Affordable Housing Developer Interview Report June 2023

Development Community Interview Recommendations

- Increase overall supply
- Incentivize rather than mandate affordable housing
- Smaller units incentivized
- Higher density allowed for affordable housing
- Allow for increased height in buildings
- Streamline code and process
- Affordable Housing is an economic development tool for the City

SUNRISE ENGINEERING

CODE SUMMARIES

Affordable Housing Code Amendment

Any annexation or rezone application that increases number of units currently entitled on property shall add affordable units

- Workforce units – 50% required on lot increase
- Affordable units – 25% required on lot increase
- Or donation of funds or other resources to BCHA

Development Agreement is required

Business Core Residential Overlay

- No density limit if 50% of units for workforce or affordable housing
- Multi-family dwellings allowed with Development Agreement
- Two Accessory Dwelling Units (ADU) allow for existing business
- Development Agreement with design standards is required

SUNRISE ENGINEERING

Affordable Housing Code Amendment

Other Elements

- Other modifications added in each respective process of the current code that may be applicable
- Annexation submittal requirements and procedures modified
- Added definitions

SUNRISE ENGINEERING

Business Residential Core Overlay Code Amendment

Key Elements

- No density limit if 50% of units for workforce or affordable housing
- Multi-family dwellings allowed with Development Agreement
- Two Accessory Dwelling Units (ADU) allow for existing business
- Development Agreement with design standards is required

SUNRISE ENGINEERING

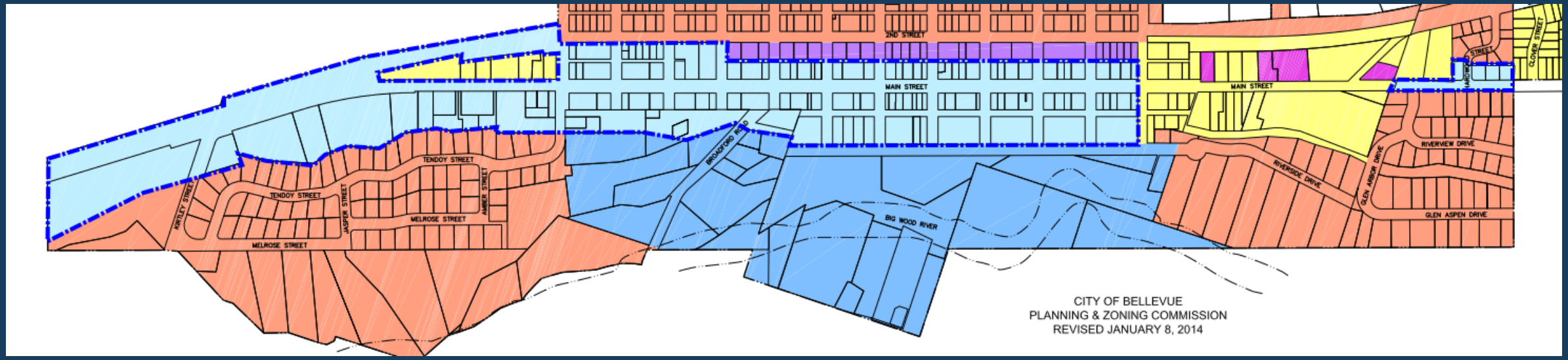
Business Residential Core Overlay Code Amendment

- Design Standards for BCO
  - Buildings and uses complementary to existing uses
  - Minimum Design Standards for:
    - Sidewalks, Screening, Parking, Building Façade, Height, Signs
  - Density – 12 units per acre, unless affordable housing is provided, then no limit – site capacity and height will control
- Deed Restriction Required
- Enforcement – City may delegate to BCHA

SUNRISE ENGINEERING

Boundary – Business Residential Overlay District

- Potential Would include all of B – Business District



2021 Boundary Concept

- Smaller area
- Core Downtown only



Questions?

NEXT STEPS

- Direction from Council
-
- Revise draft ordinances

Lance Evans, AICP
levans@sunrise-eng.com
801.654-8004

Blaine County Housing Authority (BCHA)

2022 BCHA Income limits

BLAINE COUNTY HOUSING AUTHORITY

2022 BCHA Income Limits

Household Size	Category 1 up to 50% of Median	Category 2 50% to 60% of Median	Category 3 60% to 80% Median	Category 4 80% to 100% of Median	Category 5 100% to 120% of Median	Category 6 120% to 140% of Median
1	$27,800	$33,350	$44,450	$55,550	$66,650	$77,750
2	$31,750	$38,100	$50,800	$63,450	$76,150	$88,850
3	$35,700	$42,850	$57,100	$71,400	$85,650	$99,950
4	$39,650	$47,600	$63,450	$79,300	$95,200	$111,050
5	$42,850	$51,400	$68,550	$85,650	$102,800	$119,950
6	$46,000	$55,200	$73,600	$92,000	$110,400	$128,800
Allowable Net Worth	$75,000	$85,000	$110,000	$125,000	$150,000	$175,000

Numbers based upon 2022 HUD AMI limits for Blaine County, as published April 19, 2022.

SUNRISE ENGINEERING

City of Bellevue and Blaine County Growth

BCHA 2021 Growth Estimates

Bellevue

Low growth 517 units needed by 2030

High growth 661 units needed by 2030

City of Bellevue high growth

Income Category	Total Units Demand (minus Rent-Burden & Homelessness)	Homelessness	Rent-Burdened Demand	TOTAL UNITS NEEDED BY INCOME (by 2030)	TOTAL UNITS BY INCOME (Annually)
< 30%AMI	31	6	39	77	8
30% to 50% AMI	56	6	71	133	13
50% to 60% AMI	29	6	36	71	7
60% to 80% AMI	41	6	53	101	10
80% to 120% AMI	44		56	100	10
TOTAL NEED	380	26	256	661	66

City of Bellevue low growth

Income Category	Total Units Demand (minus Rent-Burden & Homelessness)	Homelessness	Rent-Burdened Demand	TOTAL UNITS NEEDED BY INCOME (by 2030)	TOTAL UNITS BY INCOME (Annually)
< 30%AMI	19	6	39	65	7
30% to 50% AMI	35	6	71	112	11
50% to 60% AMI	18	6	36	61	6
60% to 80% AMI	26	6	53	85	8
80% to 120% AMI	27		56	83	8
TOTAL NEED	236	26	256	517	52

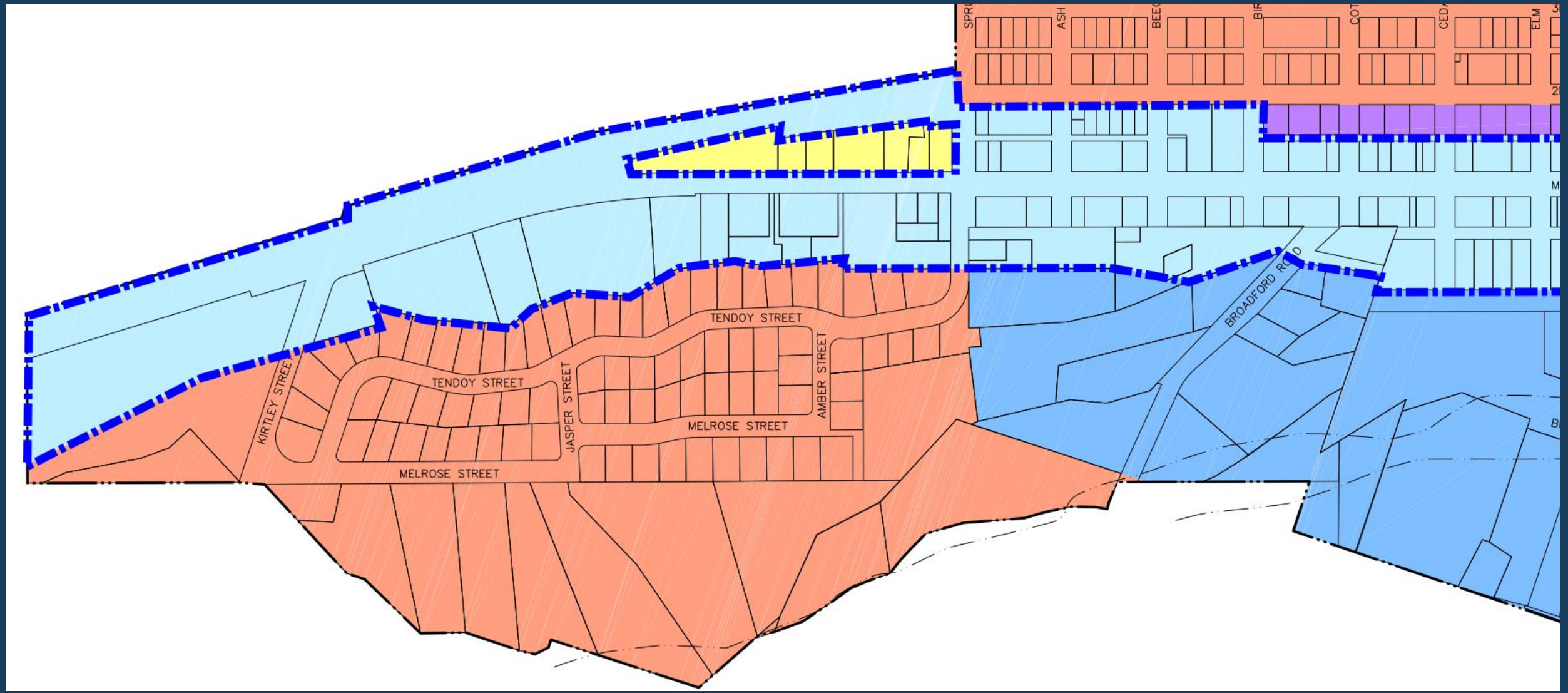
Blaine County high growth

Income Category	Total Units Demand (minus Rent-Burden & Homelessness)	Homelessness	Rent-Burdened Demand	TOTAL UNITS NEEDED BY INCOME (by 2030)	TOTAL UNITS BY INCOME (Annually)
< 30%AMI	380	61	406	846	85
30% to 50% AMI	456	61	487	1003	100
50% to 60% AMI	159	61	170	391	39
60% to 80% AMI	445	61	475	981	98
80% to 120% AMI	730		780	1510	151
TOTAL NEED	3,801	243	2318	6361	636

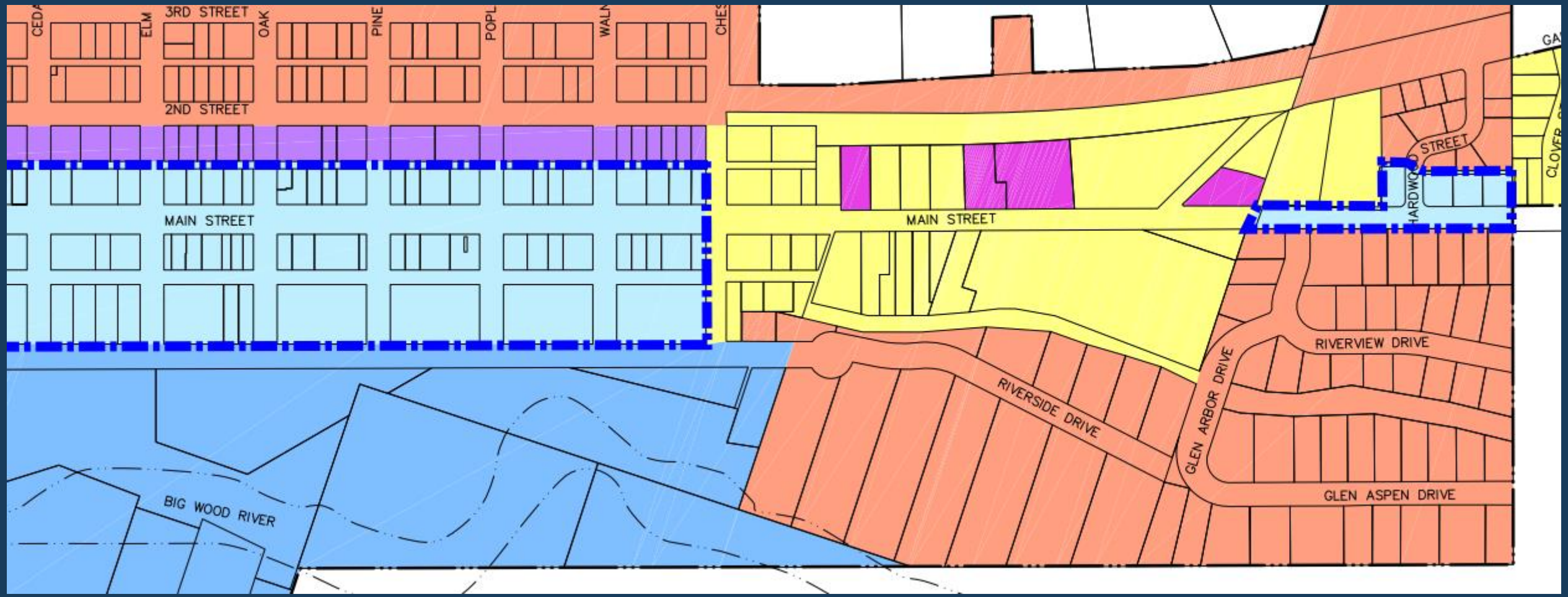
Blaine County low growth

Income Category	Total Units Demand (minus Rent-Burden & Homelessness)	Homelessness	Rent-Burdened Demand	TOTAL UNITS NEEDED BY INCOME (by 2030)	TOTAL UNITS BY INCOME (Annually)
< 30%AMI	215	61	406	682	68
30% to 50% AMI	259	61	487	806	81
50% to 60% AMI	90	61	170	322	32
60% to 80% AMI	252	61	475	788	79
80% to 120% AMI	414		780	1194	119
TOTAL NEED	2,157	243	2318	4717	472

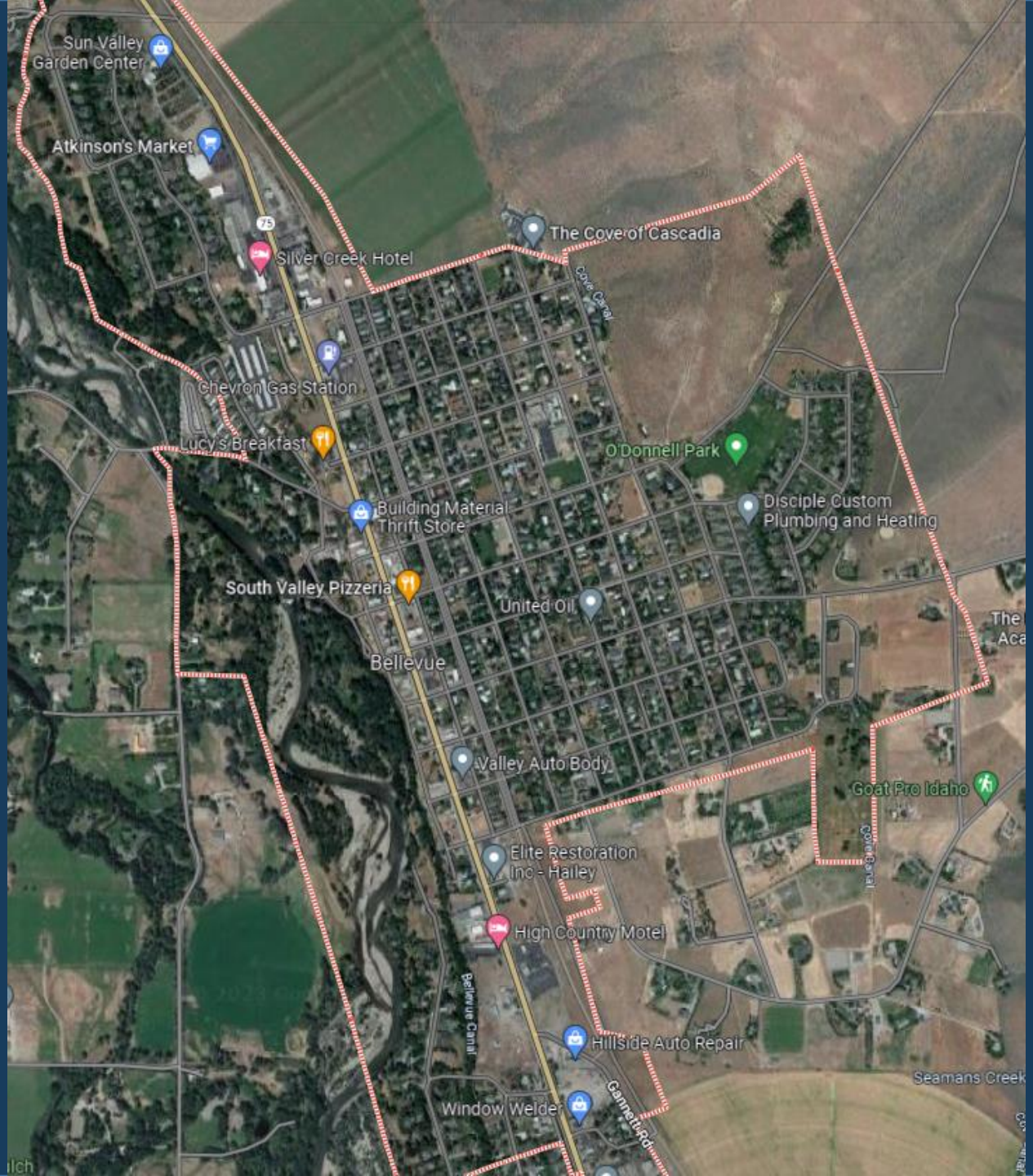
Boundary – North Bellevue



Boundary – South Bellevue

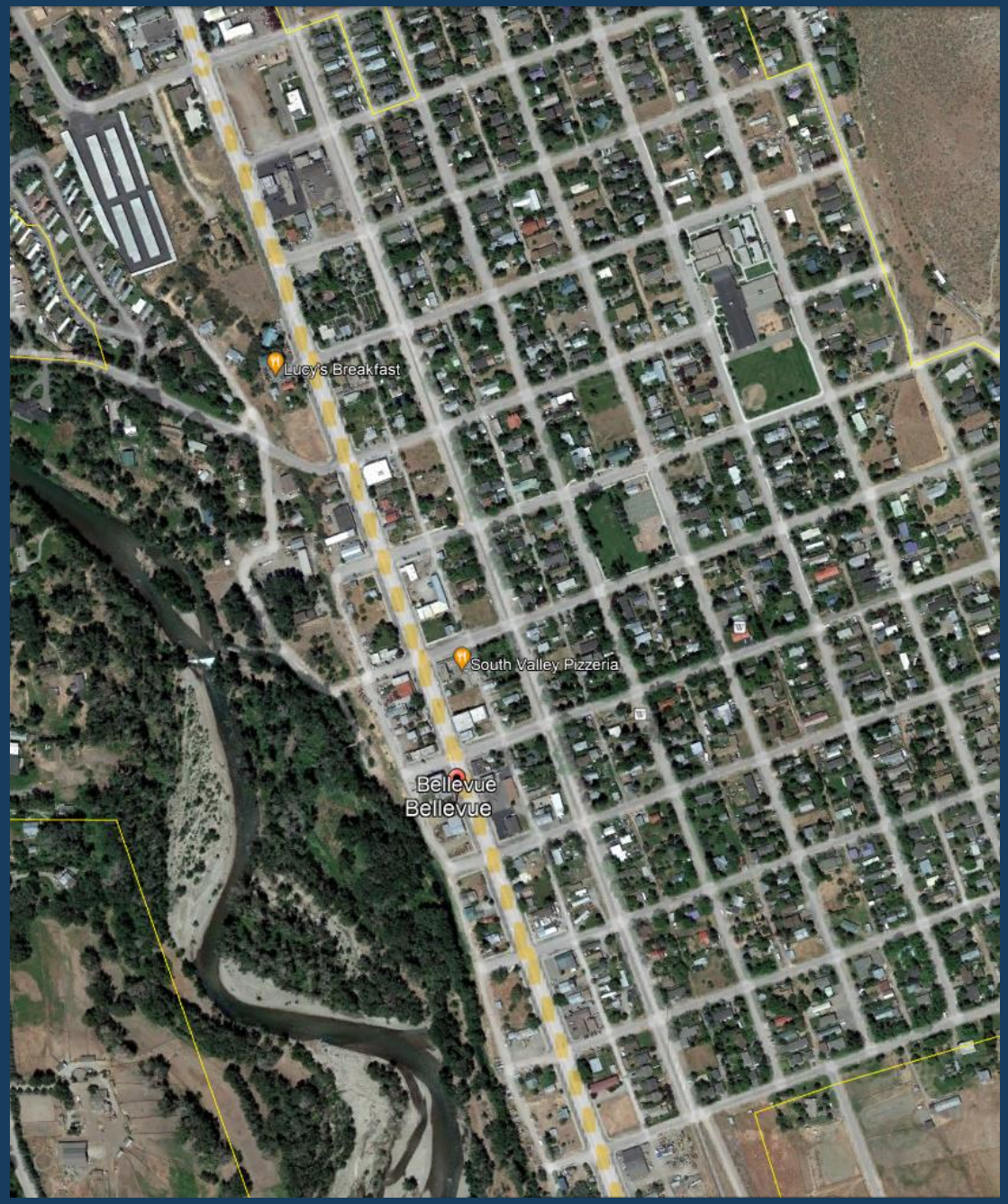


Boundary - Aerial

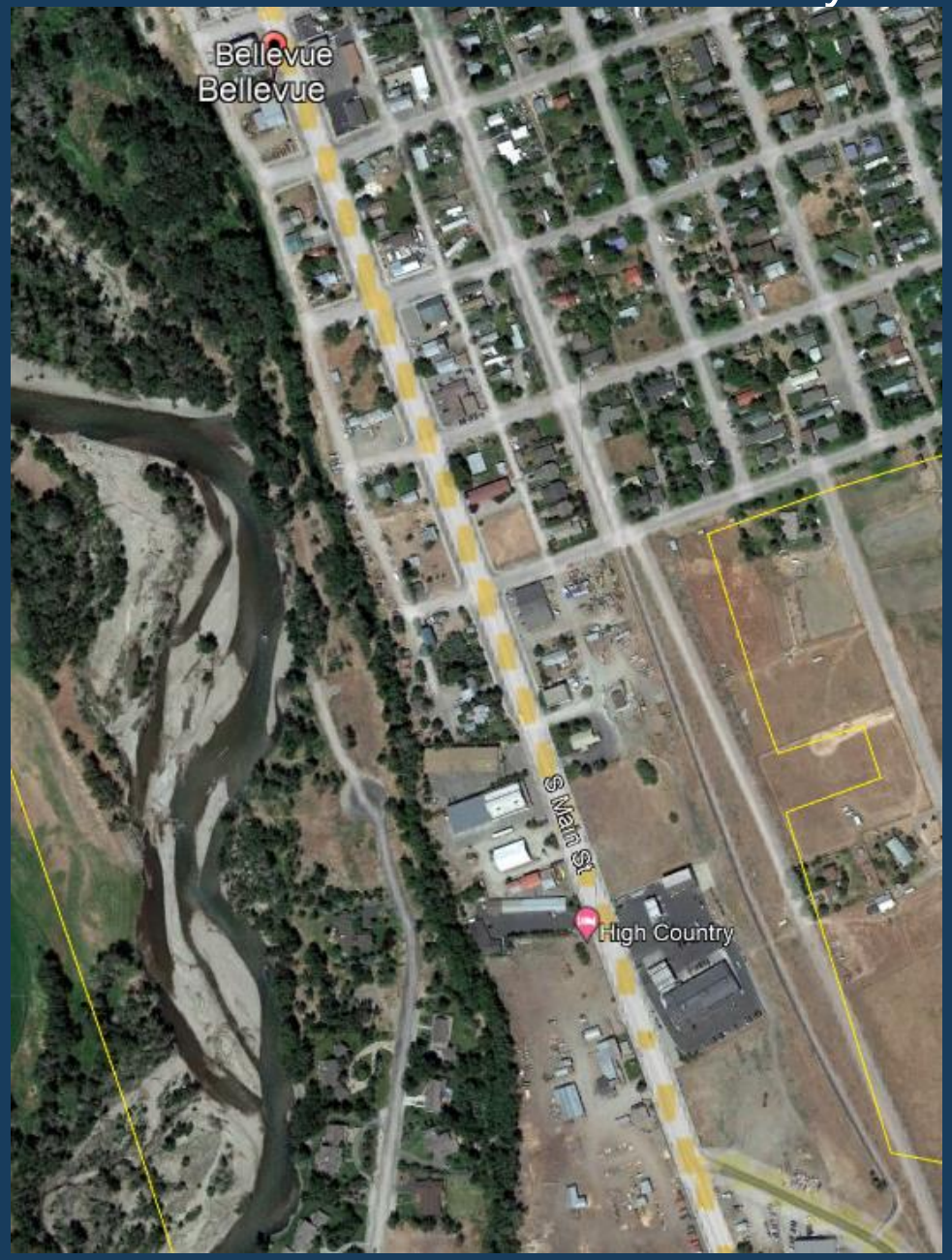




Boundary - Aerial



Central/ Downtown



Southern

Bellevue Comprehensive Plan

➢ Bellevue Comprehensive Plan Supports BCO and Affordable Housing

GOAL: ENCOURAGE RESPONSIBLE RESIDENTIAL GROWTH.

OBJECTIVE: MAINTAIN AND IMPROVE THE RESIDENTIAL QUALITY AND SMALL-TOWN APPEAL OF BELLEVUE.

- Action 1. Enforce existing ordinances and enact new ones that ensure the preservation of residential quality and Bellevue's small-town appeal.
- Action 2. Provide affordable, attractive single family and rental housing.

GOAL: MAINTAIN THE DOWNTOWN CORE WHILE PRESERVING THE SMALL TOWN CHARACTER OF BELLEVUE.

OBJECTIVE: FOCUS ON BUILDING A VIBRANT AND SUSTAINABLE DOWNTOWN CORE.

- Action 9. Develop ordinances and policies that promote the development of vacant and undeveloped properties in the downtown core.

SUNRISE ENGINEERING

Title 10, Chapter 7A

Business Core Residential Overlay District (BCO)

10-7A-1 Purpose:

The purpose of the residential overlay district is to help satisfy the housing needs of Bellevue, respond to the demand for multi-family housing and to establish areas for higher residential densities with easy pedestrian access to commercial areas and public facilities. The creation of the overlay district will fill a need for multi-family housing while still keeping the underlying Business zone intact. This district would also allow for Accessory Dwelling Units (ADU) to existing business.

10-7A-2 Establishment of a Business Core Residential Overlay District:

The Business Core Residential Overlay District may be applied through the rezoning process to all properties currently zoned B – Business as shown in the City Zoning Map dated January 8, 2014. As shown on the map attached as Exhibit A and incorporated by reference herein. All lands, regardless of the underlying zoning, depicted on the overlay map may be included in the BCO. The overlay district will include bulk, open space, landscaping, snow storage or a snow storage plan and parking requirements for buildings located in the district which are developed as multi-family or mixed use developments.

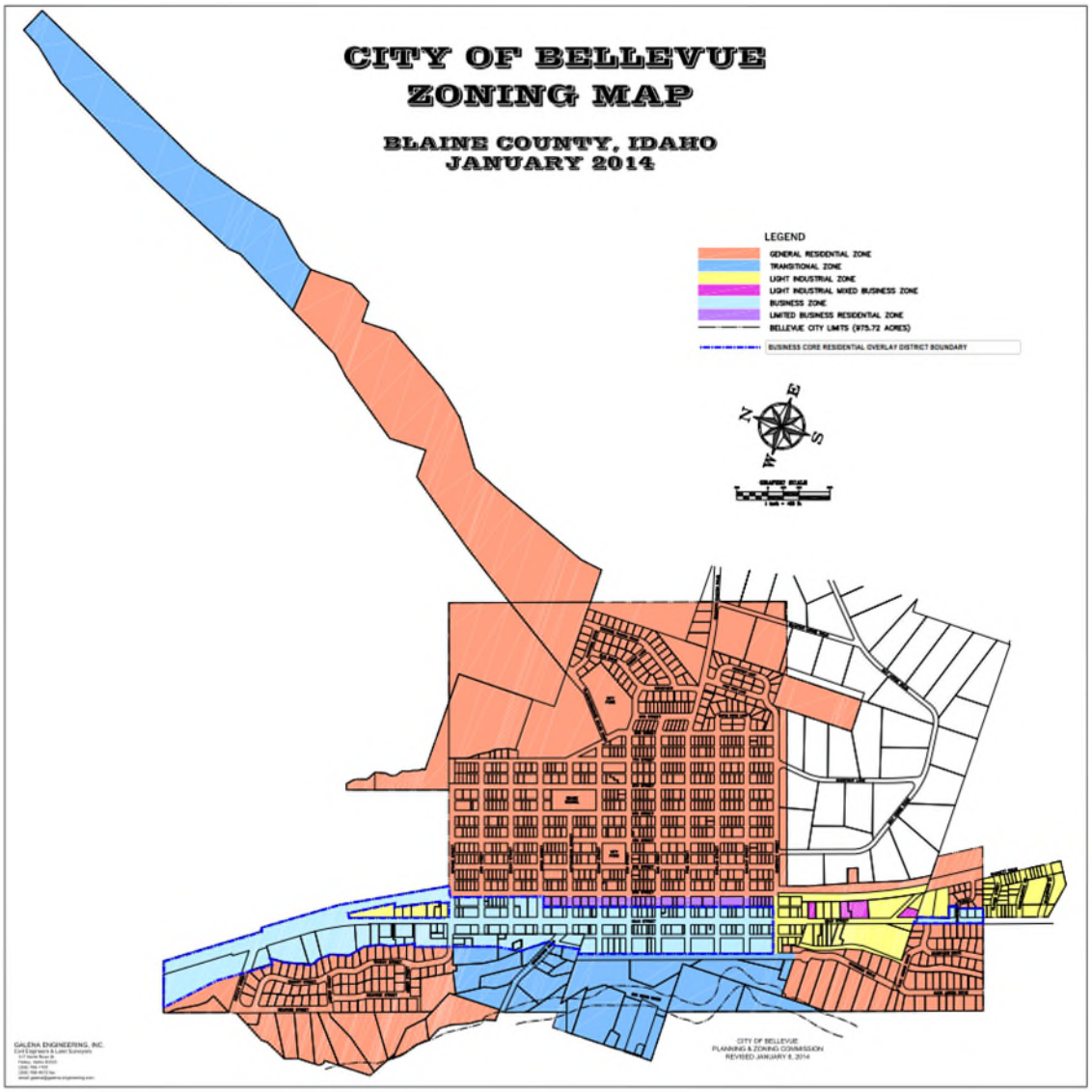


Exhibit A - Business Zoning District with Business Core Residential Overlay Boundary

10-7A.3 Definitions

A. "Active employment household" or "actively employed household" means a household with at least one adult who meets one of the following criteria; provided, however, where there are unrelated individuals living together in one household, at least 50 percent of all the adults comprising the household shall meet one of the following criteria:

1. A full-time (aggregate of 30 hours of employment per week) employee of an entity or entities located within Bellevue City; or

2. An owner or owner's representative of a business or entity with a primary place of business within Bellevue City; or

3. A full-time (aggregate of 30 hours of employment per week for nine months out of each calendar year) worker who is self-employed or works out of their home must provide their entire list of clients/workload so that it can be verified that a minimum of 75 percent of their work/clients are based within Bellevue City;

4. A person who is unable to work or does not have a work history required under subsections A.1 through 3 of this section due to a disability; or

5. A retiree with a work history required under subsections A.1 through 3 of this section for the five years prior to retirement.

B. "Developer" means any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities, which seeks approval of an application for an BCO development.

C. "Development agreement" means a development agreement and deed restriction, which is a contract between Bellevue City and a developer or subdivider, which is recorded as an encumbrance upon the property to ensure compliance hereunder. A development agreement shall run with the land and be binding upon the parties and their successors in title, as provided by its terms.

D. "Business Core Residential Overlay District" or "BCO District" means a zoning district applied to the property that benefits from a higher density than that allowed under the existing underlying zoning designation, which attendant increased density encourages the provision of new housing units used for primary residential occupancy as further described in this section.

E. "Business Core Residential Overlay development" or "BCO development" means a subdivision or site plan approved within an BCO District in which at least 50 percent of the lots or units developed on the property are restricted for primary residential housing occupied by actively employed households.

F. "Business Core Residential Overlay lot" or "BCO lot" is a lot restricted for primary residential housing occupied by actively employed households that otherwise meet the requirements of this section.

G. "BCO lots or units" or "BCO lots and units" shall refer to BCO lots and/or BCO units.

H. "Business Core Residential Overlay unit" or "BCO unit" is a dwelling unit restricted for primary residential housing occupied by actively employed households that otherwise meet the requirements of this section.

I. "Household" means one adult living alone, two or more adults related to each other by blood, marriage, or another legally recognized relationship, or a maximum of five unrelated adults residing in the same residence.

J. "Master plan" means a planning document which guides development of the property based on the City's planning goals, existing development, and physical characteristics of the particular BCO development. A master plan shall be recorded, run with the land, and be binding upon the parties and their successors in title, as provided by its terms.

K. "Primary resident" means an adult that meets the "primary residential occupancy" requirement.

L. "Primary residential housing" or "primary residential development" shall have the same meaning as "Business Core Residential development," which terms may be used interchangeably throughout this section.

M. "Primary residential occupancy" means the owner of record occupying the dwelling unit for a minimum of nine months out of any 12-month period or a renter occupying the dwelling unit through a lease term no shorter than six months out of any 12-month period.

N. "Property" means a specific parcel of real property upon which an BCO District is applied.

O. "Subdivider" means any person creating a subdivision and offering lots for sale to the public.

10-7A.4 Permitted Uses

The following uses are permitted within an BCO development upon the City Council's approval of application of an BCO District to a specific parcel:

A. Residential development may have a maximum density of _____ when a subdivider or developer ensures a minimum of **50 percent of lots or units** developed on the property are deed restricted for primary residential occupancy for actively employed households. BCO lots and units may be owner-occupied or renter-occupied as long as the residents meet the occupancy and active employment requirements of this subsection A. The maximum density (units/acre) limit shall be based on a calculation that includes all existing and all new units on the land area that is being included in the calculation. Residential development qualifying for greater density pursuant to the provisions of this section shall be permitted to obtain such density by constructing residential housing types not otherwise allowed in the underlying zoning district. For example, multifamily units may be constructed in the Business District.

B. Use and bulk requirements shall be those of the underlying zoning district unless they have been specifically amended herein.

A. Multi-family dwellings: Multi-family dwellings shall be allowed without a limitation to the number of units per acre, through the development agreement process as required in 10-7A.

B. Accessory Dwelling Units (ADUs)

1. Up to two ADUs may be allowed through the building permit and design review process in Section 10-17 and Title 9 of the Bellevue City Code of Ordinances.
2. The minimum dwelling unit size shall be not less than five-hundred fifty (550) net square feet.
3. 25% commercial or business use shall remain on the parcel.
4. Leases shall not be less than 30 days.

C. Accessory uses or structures incidental to the principally permitted use pursuant to Section 10-7-3. Any accessory dwelling unit permitted under Section 10-7-3 in an BCO development shall meet the occupancy and active employment requirements of subsection A of this section.

10-7A.5 Development Standards

A. Eligibility. In order to reduce costs associated with the development and construction of primary residential housing, the property development standards set forth in subsection B of this section are established for and shall apply to all BCO developments within the BCO Districts upon approval of a site plan or preliminary plat approval.

B. Property Development Standards. The following development standards shall apply to BCO developments within the BCO Districts:

1. General Design Standards. The development shall be designed and developed in a manner compatible with and complementary to existing and potential development in the immediate vicinity of the development site. Site planning on the perimeter shall provide for protection of the property from adverse surrounding influences and shall protect surrounding areas from potentially adverse influences from the property. To the greatest extent possible, the design of the development shall promote privacy for residents and neighbors, security, and use of passive solar heating and cooling through proper placement of walls, windows, and landscaping.

2. Minimum Design Standards. Minimum design standards are included to ensure a high degree of quality in the development of BCO lots and units. The following design standards shall apply to a development that utilizes the density increases allowed by this section:

a. Sidewalks shall be installed along all street frontages where otherwise required by this LUC.

b. Screening Requirements.

(1) Outdoor Storage Screening. All outdoor storage areas for materials, trash, mechanical equipment, vehicles, or other similar items shall be shown on a landscape and site plan indicating:

i. Location of existing and proposed buildings, parking areas, street improvements;

ii. Locations and general types of landscaped treatment areas -- i.e., lawn areas, low-water use areas, and inorganic areas;

iii. Proposed plant or inorganic materials to be used in each treatment area;

iv. Underground irrigation system to be used in each planted area;

v. Walls and screening devices.

(2) Parking Lot Screening. Parking lot screening must be provided between an off-street parking area containing six or more parking spaces and either 1) a different zoning district or 2) a public street, and shall:

i. Be provided within 10 feet of the perimeter of the parking lot to be screened, except for parking lots adjacent to rain gardens/bioretention systems, other landscape features, or where screening may negatively impact the traffic sight distance (as defined by the American Association of State Highway and Transportation Officials (AASHTO) and verified by the City Engineer);

ii. Be not less than 80 percent opaque and be a minimum of three feet in height as measured from the highest finished adjacent grade of the parking area. When shrubs are used to provide the screen, such shrubs must be at least two feet tall at planting and anticipated to grow to at least three feet tall at maturity;

iii. Not interfere with driver or pedestrian visibility for vehicles entering or exiting the premises;

iv. Utilize native and drought tolerant plants;

v. Consist of at least two of the following:

(A) A compact hedge of evergreen or densely twigged deciduous shrubs spaced to ensure closure into a solid hedge at maturity.

(B) A berm with plantings as described above.

(C) Transit shelters, benches, bicycle racks, and similar features may be integrated as a part of the screen.

(D) Fencing may be integrated as part of the screen. All wood fencing shall be stained and sealed with a weatherproof product;

vi. Be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.

c. Parking Island Design. Off-street parking areas with at least 25 parking stalls shall contain interior landscaped islands. Such islands shall be bounded by a raised concrete curb, pervious curbing, or an approved equivalent and shall contain mulch to retain soil moisture. This provision shall not apply to parking structures. Landscaped parking lot islands shall:

(1) Be located at the beginning and end of each parking row and shall contain a minimum of 180 square feet and a minimum width of nine feet;

(2) Include at least one tree per island;

(3) Incorporate shrubs, perennials, and ornamental grasses, where required;

(4) Be prepared with topsoil to a depth of two feet and improved to ensure adequate drainage, nutrient, and moisture retention levels for the establishment of plantings; and

(5) Be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.

d. Building Exterior Facade Standards.

(1) Exterior finishes may be of wood, masonry, stone, stucco, HDO board or other high quality material permitted by the building code, but shall not utilize vinyl siding; cedar or wood shakes; highly reflective, shiny, or mirror-like materials; or exposed plywood or particle board.

(2) Buildings shall utilize at least two of the following design features to provide visual relief along the front of the residence:

i. Projections, recessions, or reveals such as, but not limited to, columns, pilasters, cornices, and bay windows.

ii. Dormers.

iii. Gables.

iv. Recessed entries, a minimum of three feet deep.

v. Covered front porches.

vi. Cupolas.

vii. Architectural pillars or posts.

viii. Quoins.

ix. Corbeling on wall.

x. Decorative lintel.

xi. Incorporation of brick or stone on at least 25 percent of front surface area.

e. The commercial uses shall front along the highest road designation. Residential development shall be located behind commercial development or on upper floors above commercial development.

g. The City Council may waive, or modify, any, or all, of these requirements when the Council finds it is infeasible to comply due to physical or other constraints on the lot.

3. Minimum Building Site Area and Lot Width. There shall be no minimum building site area, minimum lot width, or maximum lot coverage requirements for individual lots or individual dwelling sites in a BCO development. However, the building site area lot widths and lot coverage percentages shall be designated on a preliminary plat or site plan.

4. Density. Overall density of site development within an BCO District shall not exceed _____.

5. Building Height.

a. Maximum building heights shall not exceed the limits defined in the underlying zone district.

b. To the maximum extent possible, building heights and locations shall minimize shading and interruption of solar access to adjacent properties with existing residential structures or commercial agricultural operations.

c. Structures built within an BCO development must comply with Dimensional, bulk and building coverage standards and requirements.

6. Setbacks. The minimum setbacks from the lot line of the development shall comply with the underlying zoning district standards.

7. Parking.

a. Number of Spaces Required.

(1) For every single-family or two-family dwelling, at least two off-street parking spaces shall be provided for each unit. Parking spaces provided in a garage or carport may count towards the minimum requirement.

(2) For every attached multifamily dwelling, one off-street parking spaces shall be provided for each bedroom.

b. Parking Design Requirements. Off-street parking shall comply with the underlying zoning district standards.

8. Minimum Standards of Physical Condition. Each BCO unit is required to have and maintain minimum standards of physical condition. This includes the following:

a. Clean unit
b. Carpets steam-cleaned two or three days prior to closing
c. All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, and counter tops, etc.
d. No broken or foggy windows
e. All screens in windows (if screens were originally provided)
f. All doors will be in working order with no holes
g. All locks on doors will work
h. All mechanical systems shall be in working order
i. Walls paint ready
j. Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new buyer
k. No leaks from plumbing fixtures
l. Any safety hazard remedied prior to closing
m. Satisfaction of radon issue if found at time of inspection
n. All light fixtures shall be in working order
o. All appliances that existed in the original Unit remain and are in good working order and good condition.

9. Streets. All public streets within or abutting the proposed planned development shall be dedicated and improved to City specifications for the classification of street.

10. Signs. Signs shall be permitted only to the extent allowed under Section 10-22-1. Signs, and must be approved by the Community Development Department.

11. Construction Timing. The BCO units shall be ready for occupancy no later than the date of the initial or temporary occupancy of any unrestricted units within the development or applicable phase thereof. If the unrestricted units are developed in phases, then the BCO units may be developed in proportion to the phasing of the unrestricted units. For example, for each unrestricted unit constructed at least four BCO units shall be constructed.

10-7A.6 Assurance of Primary Residential Housing and Occupancy

A. General. BCO lots and units shall be used for primary residential housing for actively employed households in perpetuity.

B. Deed Restriction. The following deed restriction shall be integrated into the development agreement, the master plan, each final plat or site plan, and each deed of conveyance:

The Property shall be used for Primary Residential Housing for Actively Employed Households as required by Bellevue City Land Use Code, Section 10-7A, Business Core Residential Overlay, in perpetuity. The Property is further subject to a Development Agreement and Master Plan recorded against the Property in the real property records of Blaine County, Idaho.

Bellevue City reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Deed Restriction by a record owner of any BCO Lot or Unit in Bellevue City.

C. Enforcement. In addition to other remedies preserved herein, Bellevue City reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this section by a record owner of any BCO lot or unit in Bellevue City.

10-7A.7 BCO District Application

A. Preapplication Conference. Prior to submission of an BCO District application, as defined in this section, the developer or subdivider shall meet with the Community Development Director or their designee(s), including other City staff deemed desirable or necessary by the Community Development Director, to discuss the procedures, standards, and regulations hereunder.

B. Procedure. An BCO District application shall be reviewed and approved in accordance with the procedures of Section 10-5 Reclassification of Zoning Districts (Rezones), and shall be considered to be a zoning map amendment.

C. Application. A developer or subdivider shall submit an BCO District application with the information contained in Section 10-5-2 together with a development agreement, master plan, and conceptual site plan as follows:

1. The development agreement shall include the following information:

a. Legal description of the property;

b. Narrative summarizing the proposed development of the property by gross acre, number of lots or units, common area and open space acreage, overall character and architectural style, and other related development features as proposed by the developer or requested by the City;

c. Percentage of BCO lots or units to be developed on the property; and

d. Deed restriction required by Section 10-7A.6B.

2. The master plan shall include the following information:

a. Legal description of the property;

b. Number and location of lots or units to be developed on the property;

c. Percentage of BCO lots or units to be developed on the property, including designation of the specific BCO lots or units in accordance with Section 10-7A.4; and

d. Identification of site planning features designed to ensure compatibility between proposed BCO development and surrounding neighborhoods and land use.

3. The conceptual site plan shall include the information required for a Certificate of Occupancy.

D. Recordation. The developer or subdivider shall record the development agreement and master plan in the real property records of Blaine County, Idaho, prior to recordation of a final plat approved hereunder or issuance of a building permit for any unit within a site plan approved hereunder. Once approved, the development agreement and master plan may not be amended or modified without reapplication to the City.

E. Effect. Review and consideration of an BCO District application is a discretionary legislative decision. Further, approval of an BCO District application does not constitute site plan, preliminary plat, or final plat approval. Rather, such approval shall be deemed approval of permission to develop under the standards of this section and the master plan.

F. Lapse of Approval. The BCO District approval shall automatically expire and be void unless the City approves, and developer records a site plan or final plat for the BCO development in accordance with Sections 10-7A.9 and 9.5 within 24 months of the date of BCO District approval.

G. Conflict. In the event of conflict between the provisions of Section 10-5 and Section 10-7A.8, this section shall control.

10-7A.9 BCO Development Plat and Site Plan Approval

A. Application Procedure. Review of an BCO development plat or site plan is an administrative decision, which shall be consistent with the City's prior legislative approval of an BCO District, the development agreement, and the master plan.

B. BCO Development Preliminary Plat and Final Plat. Each subdivider shall submit, and the City shall review a preliminary plat application and final plat application in accordance with Section 11-1 Subdivision regulations and this Section 10-7A.

1. In addition to the requirements of Sections 11-1, Submittal Requirements, each plat shall include:

a. Designation of BCO lots in accordance with Section 10-7A.4;

b. Deed restriction as required by Section 10-7A.6B.

C. BCO Development Site Plan. Each developer of a mixed use or multifamily residential BCO development shall submit, and the City shall review a site plan application in accordance with Section 10-3, Site Plan Review, and this Section 10-7A.

1. In addition to the requirements of Section 10-3.3, Submittal Requirements, each site plan shall include:

a. Designation of BCO units in accordance with Section 10-7A.4;

b. Deed restriction as required by Section 10-7A.6B.

D. In the event of conflict between the provisions of Section 10-17 and this Section 10-7A.9, this section shall control.

10-7A.10 Expiration of Business Core Residential Ordinance

The ordinance codified in this section shall automatically expire after 300 BCO lots or units have been approved or after five years, whichever occurs first. A record of the number and location of BCO lots and units approved shall be kept on file within the Community Development Department at all times.

10-7A.11 Enforcement

A. Penalties for Violation. As more particularly set forth in Section10-3, Administration and Enforcement, any person, firm, entity, or corporation violating any provision or failing to comply with any provision of this section shall be guilty of a Class C misdemeanor. Without limiting the generality of the foregoing, it shall also be a Class C misdemeanor for any person, firm, entity, or corporation to sell or rent an BCO lot or unit to a household not qualified under this section. It shall further be a Class C misdemeanor for any person, firm, entity, or corporation to provide false or materially incomplete information to the City or its designee or to a seller or lessor of an BCO lot or unit to obtain occupancy of housing for which the person is not eligible.

B. Legal Action. In addition to the remedies set forth in Section 10-3, the City may institute any appropriate legal actions or proceedings necessary to ensure compliance with this section, including:

1. Actions to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval;

2. Actions to recover from any violator of this section civil fines, restitution to prevent unjust enrichment, and/or enforcement costs, including attorney fees;

3. Actions to seek judicial enforcement of such fines, restitution and costs, including judgment liens and foreclosure; and

4. Any other appropriate action for unlawful detainer, injunctive relief or damages.

Title 10, Chapter 7A

Business Core Residential Overlay District (BCO)

March 13, 2023 City Council Work Session

10-7A-1 Purpose:

The purpose of the residential overlay district is to help satisfy the housing needs of Bellevue, respond to the demand for multi-family housing and to establish areas for higher residential densities with easy pedestrian access to commercial areas and public facilities. The creation of the overlay district will fill a need for multi-family Community Housing while keeping the underlying Business zone and existing commercial uses intact. The Overlay also provides provisions to allow for Accessory Dwelling Units (ADU) to existing business.

10-7A-2 Establishment of a Business Core Residential Overlay District:

The Business Core Residential Overlay District may be applied through the rezoning process to all properties currently zoned B – Business as shown in the City Zoning Map dated January 8, 2014. As shown on the map attached as Exhibit A and incorporated by reference herein. The overlay district will include bulk, open space, landscaping, snow storage or a snow storage plan and parking requirements for buildings located in the district which are developed as multi-family or mixed use developments.

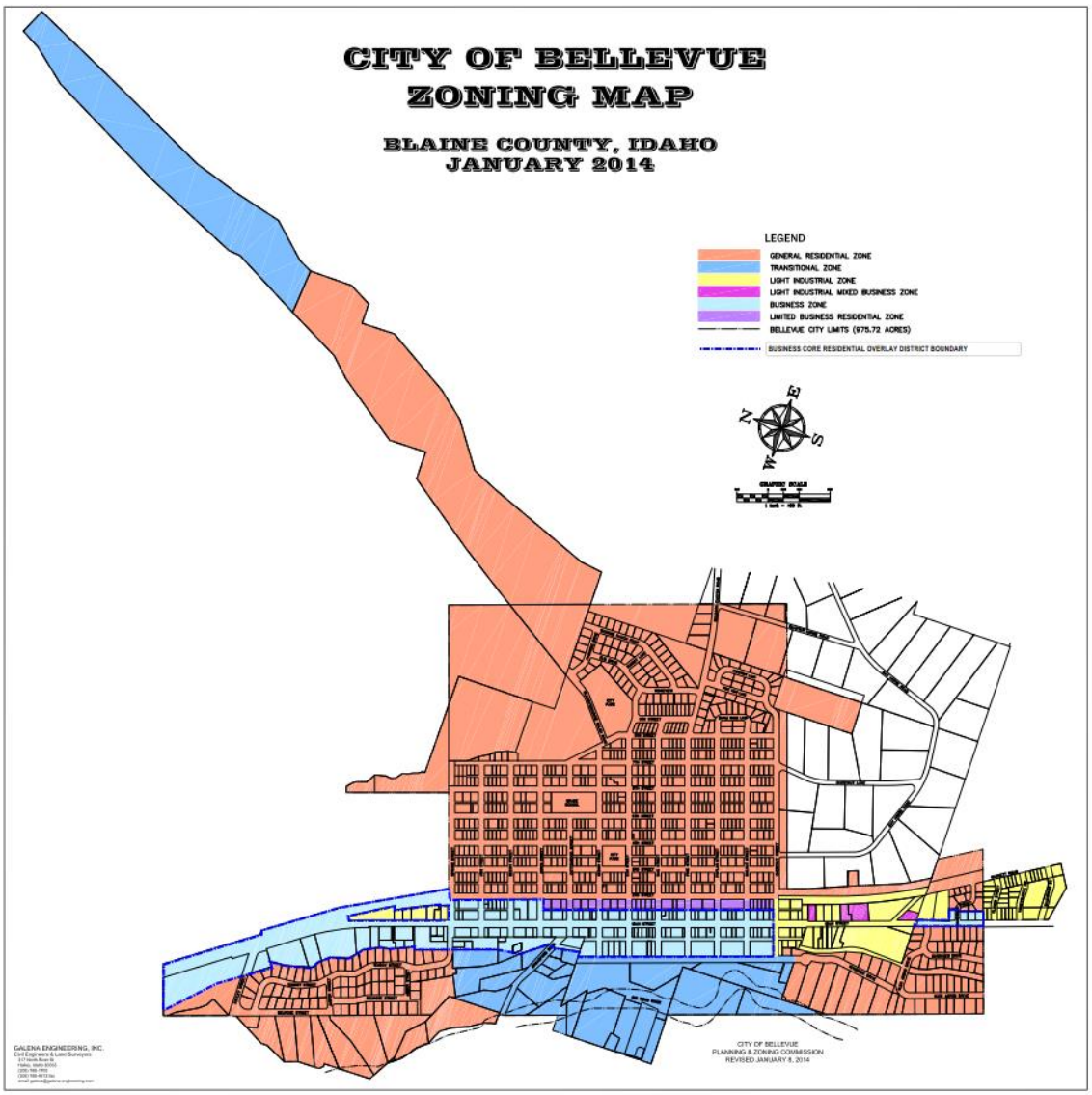


Exhibit A - Business Zoning District with Business Core Residential Overlay Boundary

10-7A.3 Definitions

A. "Active employment household" or "actively employed household" means a household with at least one adult who meets one of the following criteria; provided, however, where there are unrelated individuals living together in one household, at least 50 percent of all the adults comprising the household shall meet one of the following criteria:

   a. Full Time Employee.; or

   b. An owner or owner's representative of a business or entity with a primary place of business within Blaine County; or

   c. A full-time employee who is self-employed or works out of their home must provide their entire list of clients/workload so that it can be verified that a minimum of 75 percent of their work/clients are based within Blaine County;

d. A person who is unable to work or does not have a work history required under subsections A.1 through 3 of this section due to a disability; or
e. A retiree with a work history required under subsections A.1 through 3 of this section for the five years prior to retirement.

B. “Business Core Residential Overlay District” or “BCO District” means a zoning district applied to the property that benefits from a higher density than that allowed under the existing underlying zoning designation, which attendant increased density encourages the provision of new housing units used for primary residential occupancy as further described in this section.

C. “Business Core Residential Overlay development” or “BCO development” means a subdivision or site plan approved within an BCO District in which at least 50 percent of the units developed on the property are restricted for primary residential occupancy by actively employed households.

D. “Business Core Residential Overlay lot” or “BCO lot” is a lot restricted for primary residential occupancy by actively employed.

E. “Business Core Residential Overlay unit” or “BCO unit” is a dwelling unit restricted for primary residential occupancy by actively employed households. that otherwise meet the requirements of this section.

F. “Community Housing” is ownership and rental residential housing that is price restricted to remain affordable to persons working in Blaine County, retired from working in Blaine County, or other groups of eligible persons according to BCHA guidelines or other recognized affordable housing guidelines approved by BCHA.

G. “Developer” means any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities, which seeks approval of an application for an BCO development.

H. “Development agreement” means a development agreement and deed restriction, which is a contract between Bellevue City and a developer or subdivider, which is recorded as an encumbrance upon the property to ensure compliance hereunder. A development agreement shall run with the land and be binding upon the parties and their successors in title, as provided by its terms.

I. “Full Time Employee” - A person who is employed by one or more Blaine County Employers and physically working in Blaine County for a minimum of 1,500 hours worked per calendar year. Breaks in employment which do not disqualify Applicant include temporary physical or mental disability, acting as primary caretaker of ill relative, extended vacation not to exceed six months every six years, and full-time education or training.

J. “Household” means one adult living alone, two or more adults related to each other by blood, marriage, or another legally recognized relationship, or a maximum of five unrelated adults residing in the same residence.

K. “Master plan” means a planning document which guides development of the property based on the City’s planning goals, existing development, and physical characteristics of the particular BCO development. A master plan shall be recorded, run with the land, and be binding upon the parties and their successors in title, as provided by its terms.

L. “Primary resident” means an adult that meets the “primary residential occupancy” requirement.

M. “Primary residential housing” or “primary residential development” shall have the same meaning as “Business Core Residential development,” which terms may be used interchangeably throughout this section.

N. “Primary residential occupancy” means the owner of record occupying the dwelling unit for a minimum of nine months out of any 12-month period or a renter occupying the dwelling unit through a lease term no shorter than nine months out of any 12-month period.

O. “Property” means a specific parcel of real property upon which an BCO District is applied.

P. “Subdivider” means any person creating a subdivision and offering lots for sale to the public.

10-7A.4 Permitted Uses

The following uses are permitted within an BCO development upon the City Council’s approval of application of an BCO District to a specific parcel:

A. Residential development will not have a maximum density when a subdivider or developer ensures a minimum of 50 percent of units developed on the property are deed restricted for primary residential occupancy for actively employed households and or Blaine County Housing Authority Income Category L. BCO lots and units may be owner-occupied or renter-occupied as long as the residents meet the occupancy and active employment requirements of this subsection A. The maximum density (units/acre) limit shall be based on a calculation that includes all existing and all new units on the land area that is being included in the calculation. Residential development qualifying for greater density pursuant to the provisions of this section shall be permitted to obtain such density by constructing residential housing types not otherwise allowed in the underlying zoning district. For example, multifamily units may be constructed in the Business District.

B. Use and bulk requirements shall be those of the underlying zoning district unless they have been specifically amended herein.

A. Multi-family dwellings: Multi-family dwellings shall be allowed without a limitation to the number of units per acre, through the development agreement process as required in 10-7A.

B. Accessory Dwelling Units (ADUs)

1. Up to two ADUs may be allowed through the building permit and design review process in Section 10-17 and Title 9 of the Bellevue City Code of Ordinances for any existing use in the Business District.
2. The minimum dwelling unit size shall be not less than five-hundred fifty (550) net square feet.
3. 25% of the habitable square footage of an existing commercial or business use shall remain on the parcel for non-residential use.
4. Leases shall not be less than nine months.

C. Accessory uses or structures incidental to the principally permitted use pursuant to Section 10-7-3. A second accessory dwelling unit permitted under Section 10-7-3 in an BCO development shall meet the occupancy and active employment requirements of subsection A of this section.

10-7A.5 Development Standards

A. Eligibility. In order to reduce costs associated with the development and construction of primary residential housing, the property development standards set forth in subsection B of this section are established for and shall apply to all BCO developments within the BCO Districts upon approval of a site plan or preliminary plat approval.

B. Property Development Standards. The following development standards shall apply to BCO developments within the BCO Districts:

1. General Design Standards. The development shall be designed and developed in a manner compatible with and complementary to existing and potential development in the immediate vicinity of the development site. Site planning on the perimeter shall provide for protection of the property from adverse surrounding influences and shall protect surrounding areas from potentially adverse influences from the property. To the greatest extent possible, the design of the development shall promote privacy for residents and neighbors, security, and use of passive solar heating and cooling through proper placement of walls, windows, and landscaping.

2. Minimum Design Standards. Minimum design standards are included to ensure a high degree of quality in the development of BCO lots and units. The following design standards shall apply to a development that utilizes the density increases allowed by this section:

a. Sidewalks shall be installed along all street frontages where otherwise required by this LUC.

b. Screening Requirements.

(1) Outdoor Storage Screening. All outdoor storage areas for materials, trash, mechanical equipment, vehicles, or other similar items shall be shown on a landscape and site plan indicating:

i. Location of existing and proposed buildings, parking areas, street improvements;

ii. Locations and general types of landscaped treatment areas -- i.e., lawn areas, low-water use areas, and inorganic areas;

iii. Proposed plant or inorganic materials to be used in each treatment area;

iv. Underground irrigation system to be used in each planted area;

v. Walls and screening devices.

(2) Parking Lot Screening. Parking lot screening must be provided between an off-street parking area containing six or more parking spaces and either 1) a different zoning district or 2) a public street, and shall:

i. Be provided within 10 feet of the perimeter of the parking lot to be screened, except for parking lots adjacent to rain gardens/bioretention systems, other landscape features, or where screening may negatively impact the traffic sight distance (as defined by the American Association of State Highway and Transportation Officials (AASHTO) and verified by the City Engineer);

ii. Be not less than 80 percent opaque and be a minimum of three feet in height as measured from the highest finished adjacent grade of the parking area. When shrubs are used to provide the screen, such shrubs must be at least two feet tall at planting and anticipated to grow to at least three feet tall at maturity;

iii. Not interfere with driver or pedestrian visibility for vehicles entering or exiting the premises;

iv. Utilize native and drought tolerant plants;

v. Consist of at least two of the following:

(A) A compact hedge of evergreen or densely twigged deciduous shrubs spaced to ensure closure into a solid hedge at maturity.

(B) A berm with plantings as described above.

(C) Transit shelters, benches, bicycle racks, and similar features may be integrated as a part of the screen.

(D) Fencing may be integrated as part of the screen. All wood fencing shall be stained and sealed with a weatherproof product;

vi. Be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.

c. Parking Island Design. Off-street parking areas with at least 25 parking stalls shall contain interior landscaped islands. Such islands shall be bounded by a raised concrete curb, pervious curbing, or an approved equivalent and shall contain mulch to retain soil moisture. This provision shall not apply to parking structures. Landscaped parking lot islands shall:

(1) Be located at the beginning and end of each parking row and shall contain a minimum of 180 square feet and a minimum width of nine feet;

(2) Include at least one tree per island;

(3) Incorporate shrubs, perennials, and ornamental grasses, where required;

(4) Be prepared with topsoil to a depth of two feet and improved to ensure adequate drainage, nutrient, and moisture retention levels for the establishment of plantings; and

(5) Be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.

d. Building Exterior Facade Standards.

(1) Exterior finishes may be of wood, masonry, stone, stucco, HDO board or other high quality material permitted by the building code but shall not utilize vinyl siding; cedar or wood shakes; highly reflective, shiny, or mirror-like materials; or exposed plywood or particle board.

(2) Buildings shall utilize at least two of the following design features to provide visual relief along the front of the residence:

i. Projections, recessions, or reveals such as, but not limited to, columns, pilasters, cornices, and bay windows.

ii. Dormers.

iii. Gables.

iv. Recessed entries, a minimum of three feet deep.

v. Covered front porches.

vi. Cupolas.

vii. Architectural pillars or posts.

viii. Quoins.

ix. Corbeling on wall.

x. Decorative lintel.

xi. Incorporation of brick or stone on at least 25 percent of front surface area.

e. The commercial uses shall front along the highest road designation. Residential development shall be located behind commercial development or on upper floors above commercial development.

f. The City Council may waive, or modify, any, or all, of these requirements when the Council finds it is infeasible to comply due to physical or other constraints on the lot.

3. Minimum Building Site Area and Lot Width. There shall be no minimum building site area, minimum lot width, or maximum lot coverage requirements for individual lots or individual dwelling sites in a BCO development. However, the building site area lot widths and lot coverage percentages shall be designated on a preliminary plat or site plan.

4. Density. Overall density of site development within an BCO District shall not exceed twelve units per acre unless otherwise approved through the development agreement process as required in 10-7A.

5. Building Height.

a. Maximum building heights shall not exceed the limits defined in the underlying zone district.

b. To the maximum extent possible, building heights and locations shall minimize shading and interruption of solar access to adjacent properties with existing residential structures or commercial agricultural operations.

c. Structures built within an BCO development must comply with Dimensional, bulk and building coverage standards and requirements.

6. Setbacks. The minimum setbacks from the lot line of the development shall comply with the underlying zoning district standards.

7. Parking.

a. Number of Spaces Required.

(1) For every single-family or two-family dwelling, at least two off-street parking spaces shall be provided for each unit. Parking spaces provided in a garage or carport may count towards the minimum requirement.

(2) For every attached multifamily dwelling, one off-street parking spaces shall be provided for each bedroom.

b. Parking Design Requirements. Off-street parking shall comply with the underlying zoning district standards.

8. Minimum Standards of Physical Condition. Each BCO unit is required to have and maintain minimum standards of physical condition. This includes the following:

a. Clean unit
b. Carpets steam-cleaned two or three days prior to closing
c. All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, and counter tops, etc.
d. No broken or foggy windows
e. All screens in windows (if screens were originally provided)
f. All doors will be in working order with no holes
g. All locks on doors will work
h. All mechanical systems shall be in working order
i. Walls paint ready
j. Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new buyer
k. No leaks from plumbing fixtures
l. Any safety hazard remedied prior to closing
m. Satisfaction of radon issue if found at time of inspection
n. All light fixtures shall be in working order

o. All appliances that existed in the original Unit remain and are in good working order and good condition.

9. Streets. All public streets within or abutting the proposed planned development shall be dedicated and improved to City specifications for the classification of street.

10. Signs. Signs shall be permitted only to the extent allowed under Section 10-22-1. Signs, and must be approved by the Community Development Department.

11. Construction Timing. The BCO units shall be ready for occupancy no later than the date of the initial or temporary occupancy of any unrestricted units within the development or applicable phase thereof. If the unrestricted units are developed in phases, then the BCO units may be developed in proportion to the phasing of the unrestricted units. For example, for each unrestricted unit constructed at least four BCO units shall be constructed.

10-7A.6 Assurance of Primary Residential Housing and Occupancy

A. General. BCO lots and units shall be used for primary residential housing for actively employed households for at least 65 years.

B. Deed Restriction. The following deed restriction shall be integrated into the development agreement, the master plan, each final plat or site plan, and each deed of conveyance:

The Property shall be used for Primary Residential Housing for Actively Employed Households as required by Bellevue City Land Use Code, Section 10-7A, Business Core Residential Overlay, for at least 65 years. The Property is further subject to a Development Agreement and Master Plan recorded against the Property in the real property records of Blaine County, Idaho.

Bellevue City reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Deed Restriction by a record owner of any BCO Lot or Unit in Bellevue City.

C. Enforcement. In addition to other remedies preserved herein, Bellevue City reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this section by a record owner of any BCO unit in Bellevue City. Enforcement may be delegated by the Bellevue City Council to an outside entity such as the Blaine County Housing Authority.

10-7A.7 BCO District Application

A. Preapplication Conference. Prior to submission of an BCO District application, as defined in this section, the developer or subdivider shall meet with the Community Development Director or their designee(s), including other City staff deemed desirable or necessary by the Community Development Director, to discuss the procedures, standards, and regulations hereunder.

B. Procedure. An BCO District application shall be reviewed in accordance with the procedures of Section 10-5 Reclassification of Zoning Districts (Rezones), similar to a zoning map amendment.

C. Application. A developer or subdivider shall submit an BCO District application with the information contained in Section 10-5-2 together with a development agreement, master plan, and conceptual site plan as follows:

1. The development agreement shall include the following information:

a. Legal description of the property;

b. Narrative summarizing the proposed development of the property by gross acre, number of lots or units, common area and open space acreage, overall character and architectural style, and other related development features as proposed by the developer or requested by the City;

c. Percentage of BCO lots or units to be developed on the property; and

d. Deed restriction required by Section 10-7A.6B.

2. The master plan shall include the following information:

a. Legal description of the property;

b. Number and location of lots or units to be developed on the property;

c. Percentage of BCO lots or units to be developed on the property, including designation of the specific BCO lots or units in accordance with Section 10-7A.4; and

d. Identification of site planning features designed to ensure compatibility between proposed BCO development and surrounding neighborhoods and land use.

3. The conceptual site plan shall include the information required for a Certificate of Occupancy.

D. Recordation. The developer or subdivider shall record the development agreement and master plan in the real property records of Blaine County, Idaho, prior to recordation of a final plat approved hereunder or issuance of a building permit for any unit within a site plan approved hereunder. Once approved, the development agreement and master plan may not be amended or modified without reapplication to the City.

E. Effect. Review and consideration of an BCO District application is a discretionary legislative decision. Further, approval of an BCO District application does not constitute site plan, preliminary plat, or final plat approval. Rather, such approval shall be deemed approval of permission to develop under the standards of this section and the master plan.

F. Lapse of Approval. The BCO District approval shall automatically expire and be void unless the City approves, and developer records a site plan or final plat for the BCO development in accordance with Sections 10-7A.9 and 9.5 within 24 months of the date of BCO District approval.

G. Conflict. In the event of conflict between the provisions of Section 10-5 and Section 10-7A.8, this section shall control.

10-7A.9 BCO Development Plat and Site Plan Approval

A. Application Procedure. Review of an BCO development plat or site plan is an administrative decision, which shall be consistent with the City's prior legislative approval of an BCO District, the development agreement, and the master plan.

B. BCO Development Preliminary Plat and Final Plat. Each subdivider shall submit, and the City shall review a preliminary plat application and final plat application in accordance with Section 11-1 Subdivision regulations and this Section 10-7A.

1. In addition to the requirements of Sections 11-1, Submittal Requirements, each plat shall include:

    a. Designation of BCO lots in accordance with Section 10-7A.4;

    b. Deed restriction as required by Section 10-7A.6B.

C. BCO Development Site Plan. Each developer of a mixed use or multifamily residential BCO development shall submit, and the City shall review a site plan application in accordance with Section 10-3, Site Plan Review, and this Section 10-7A.

1. In addition to the requirements of Section 10-3.3, Submittal Requirements, each site plan shall include:

a. Designation of BCO units in accordance with Section 10-7A.4;

b. Deed restriction as required by Section 10-7A.6B.

D. In the event of conflict between the provisions of Section 10-17 and this Section 10-7A.9, this section shall control.

10-7A.10 Expiration of Business Core Residential Ordinance

The ordinance codified in this section shall automatically expire after 300 BCO lots or units have been approved or after five years, whichever occurs first. A record of the number and location of BCO lots and units approved shall be kept on file within the Community Development Department at all times.

10-7A.11 Enforcement

A. Penalties for Violation. As more particularly set forth in Section10-3, Administration and Enforcement, any person, firm, entity, or corporation violating any provision or failing to comply with any provision of this section shall be guilty of a Class C misdemeanor. Without limiting the generality of the foregoing, it shall also be a Class C misdemeanor for any person, firm, entity, or corporation to sell or rent an BCO lot or unit to a household not qualified under this section. It shall further be a Class C misdemeanor for any person, firm, entity, or corporation to provide false or materially incomplete information to the City or its designee or to a seller or lessor of an BCO lot or unit to obtain occupancy of housing for which the person is not eligible.

B. Legal Action. In addition to the remedies set forth in Section 10-3, the City may institute any appropriate legal actions or proceedings necessary to ensure compliance with this section, including:

1. Actions to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval;

2. Actions to recover from any violator of this section civil fines, restitution to prevent unjust enrichment, and/or enforcement costs, including attorney fees;

3. Actions to seek judicial enforcement of such fines, restitution, and costs, including judgment liens and foreclosure; and

4. Any other appropriate action for unlawful detainer, injunctive relief, or damages.

BELLEVUE PLANNING AND ZONING COMMISSION
BELLEVUE CITY HALL
115 E PINE STREET
July 19, 2020 PUBLIC HEARING @6:00 P.M.

REGARDING A TEXT AMENDMENT FOR:	**Staff Report**
A City-initiated text amendment to Title 10 of the City Code. The amendment will create a new Chapter 7A, setting forth regulations for a business core multi-family overlay district. Amendments may also be considered in the General Residential District and the Business District to permit more multi-family opportunities.	Date: July 14, 2020 By: Diane Shay, Community Development Director

I. REGARDING A TEXT AMENDMENT TO BELLEVUE ZONING ORDINANCE INITIATED BY THE CITY OF BELLEVUE:

A workshop to have the Planning and Zoning Commission consider the creation of an overlay district in the commercial core on Main Street, between Spruce and Chestnut, as depicted on the attached map shown as Exhibit A. The overlay district will permit multi-family housing on all properties lying within the district so that the City can provide a more diverse mix of housing opportunities, as noted in the Bellevue Comprehensive Plan. Amendments may also be considered in the General Residential District and the Business District to permit more multi-family opportunities.

II. APPLICABLE REGULATIONS:

(Included below or made a part hereof by reference)

- Idaho Code; Title 67; Chapter 65, Local Land Use Planning Act
- Bellevue Comprehensive Plan, Chapter 12, Housing

III. GENERAL INFORMATION

Business District: Planning Staff has been researching a variety of different codes and ways to create a multi-family housing district in the City limits. We currently don't have any undeveloped large parcels of land in the general residential (GR) zoning district. During our research we've taken a close look at Bellevue Main Street where there are pockets of undeveloped land or lands that are ripe for re-development.

The Code currently prohibits multi-family housing but the valley has seen a dramatic shift in our already strained housing market and it's vital for us to re-evaluate our opportunities to provide housing in our core, thus the creation of the Business Core Residential Overlay District (BCO). As noted above, the proposed overlay district is shown on the attached map, Exhibit A.

There would be requirements for a development to provide adequate parking, snow storage or a snow storage plan, usable open space, screening from adjacent properties and landscaping. The underlying Business zone district permitted, accessory and conditional uses would remain unchanged.

A modification to the language allowing an accessory dwelling unit should be considered to eliminate the restriction for the living area to be "of less square footage". The Commission may wish to consider allowing a mixed-use building where the ground floor would be limited to a business use and allowing the upper floors to be residential.

General Residential District: The current maximum density in the General Residential (GR) district is a duplex on a 6,000 square foot lot, provided the property is being developed by ARCH or Habitat for Humanity or another affordable housing agency. The minimum lot size is 6,000 square feet. Staff would like to propose eliminating the language that only allows an affordable housing entity to develop on a 3,000 square foot lot.

Once the Commission has evaluated the location of the overlay district and determined what types of amendments to the Code they want, a public hearing date will be set.
Staff recommends these amendments to the Code be set for a public hearing on August 16, 2021.

IV. TEXT AMENDMENT FOR THE BUSINESS CORE OVERLAY DISTRICT

Title 10, Chapter 7A

Business Core Residential Overlay District (BCO)

10-7A-1 Purpose:

The purpose of the residential residential overlay district is to help satisfy the housing needs of our community, respond to the demand for multi-family housing and to establish areas for higher residential densities with easy pedestrian access to commercial areas and public facilities. The creation of the overlay district will fill a need for multi-family housing while still keeping the underlying Business zone intact. It is anticipated that at some point in the future, areas that lie within the Bellevue/Blaine County Area of City Impact (ACI) may likely be annexed into the City and multi-family housing will be developed. Higher density zoning and small lot development will be permitted which will contribute to the production of affordable housing. Additional amendments may be considered in the future for that purpose.

10-7A-2 Establishment of a Business Core Residential Overlay District:

The Business Core Residential Overlay District is hereby established for all properties lying within the boundaries shown on the map attached as Exhibit A and incorporated by reference herein. All lands, regardless of the underlying zoning, depicted on the overlay map will be included in the BCO. The overlay district will include bulk, open space, landscaping, snow storage or a snow storage plan and parking requirements for buildings located in the district which are developed as multi-family or mixed use developments.

10-7A-3 Use and Bulk Requirements:

Use and bulk requirements shall be those of the underlying zoning district unless they have been specifically amended herein.

a. Multi-family dwellings shall be allowed without a limitation to the number of units per acre, but shall be limited by required open space, parking, landscaping and snow storage requirements requirements.

b. The minimum dwelling unit size shall be not less than five-hundred fifty (550) net square feet.

10-7A-4 On-Site Management Standards and Special Requirements:

a. All multi-family and mixed-use buildings will be subject to Design Review. The Planning and Zoning Commission may impose additional reasonable requirements and conditions in the process. These conditions may include, but are not limited to, architectural design parameters, screening and buffering treatments.

b. On-site parking space requirements for Multi-Family dwellings and Mixed-Use Buildings.

1. Off-street parking space shall be provided in the BCO.
2. A minimum of one space per residential unit plus one guest parking space for every six (6) units. Credit towards the guest parking requirement may be given if unimproved City rights-of-way are improved as part of the site development.

c. Usable open space of not less than 10% of the lot area shall be included in the project design.

d. Storage: Each unit shall be provided with on-site storage. Size, location and design of the storage areas shall be determined through the Design Review process.

V. TEXT AMENDMENT FOR THE GENERAL RESIDENTIAL DISTRICT

Chapter 6, §10-6-2 describes a residential permitted uses as follows:

"Multiple (two) family dwellings, including townhouses, shall be allowed on no less than a six thousand (6,000) square foot lot per dwelling in the platted and unplatted portions of the City

unless a reduced lot size is approved when the City deems it a benefit for providing affordable housing. and the City Planning and Zoning Commission has approved a design review application requiring a minimum of on site parking for single- family and two-family dwellings and access off an improved street, not alley. The approved reduced lot size shall not be less than three thousand (3,000) square feet per dwelling unit."

"One-family dwellings, single-family dwellings shall be allowed on not less than a six thousand (6,000) square foot lot in the City limits unless a reduced lot size is approved when the City deems it a benefit for providing affordable housing and the City Planning and Zoning Commission has approved a design review application requiring a minimum of on site parking, access off an improved street, not an alley, and there is compliance with front, rear and side setbacks. The approved reduced lot size shall not be less than three thousand (3,000) square feet per dwelling unit."

VI. TEXT AMENDMENT FOR THE BUSINESS DISTRICT

Chapter 7, §10-7-2 lists residential permitted uses as follows:

One accessory dwelling unit for each six thousand (6,000) square feet of lot area; provided, that it is: a) in the same building as the business use of the property; b) clearly ancillary and secondary to the business use which shall, by application, be the primary use of the property; c) of less square footage than the business use of the building; and d) in the back of and/or on an upper floor of the building so as not to adversely reduce the ground level, street frontage business space available. Accessory dwelling units shall be subject to administrative design review approval. The Commission may wish to consider an amendment as follows:

Residential units may be permitted in a mixed use building, provided that the ground floor of the building contain a permitted and continuously operating business. The mixed-use building shall be subject to Design Review.

Should the Commission determine that these amendments are ready for public hearing, Staff suggests a public hearing should be scheduled for August 16, 2021.