



City of Bellevue, Idaho

Common Council

Monday, February 26, 2024, 5:30 PM
115 E. Pine Street, Bellevue, Idaho 83313

AGENDA

This agenda is subject to revisions. All revisions will be underlined.

JOIN ZOOM MEETING:

<https://us02web.zoom.us/j/83745828652?pwd=TzFXT1NNS1FaZVZqMm9zcUM1YzlxUT09>

Meeting ID: # **837 4582 8652**

Passcode: # **311960**

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 22, 2024*.

CALL TO ORDER: Mayor Chris Johnson

ROLL CALL:

1. **NOTICE OF AGENDA COMPLIANCE** PER IDAHO CODE §74-204 | **ACTION ITEM**
(Suggested Motion: I move that the notice for the February 26, 2024, regular meeting was completed in accordance with Idaho Code, Section §74-204.)
2. **CALL FOR CONFLICT:** (AS OUTLINED IN IDAHO CODE §74-404)
3. **COUNCIL UPDATE:**
 - a. Friends of The Howard Preserve: Florence Blanchard and Keri York
4. **PUBLIC COMMENT:** (FOR ITEMS OF CONCERN NOT ON THE AGENDA)
5. **UNFINISHED BUSINESS:**
 - a. Consideration of Approval of Resolution 2366, 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**
6. **CONSENT AGENDA:** | *All items listed under the Consent Agenda will be approved in one motion without discussion unless any Council Member request that the item be removed for individual discussion and possible action.*
 - a. Approval of Claims: February 13, 2024, thru February 26, 2024
 - b. Department Head Reports
7. **TREASURER'S REPORT:** | As of January 20, 2024 | Fiscal Year 2024
8. **PUBLIC HEARING:** | **ACTION ITEM**
 - a. Public Hearing to Consider the Final Plat Subdivision Application for the Drinkers of the Wind Subdivision, submitted by Opal Engineering, LLC, on behalf of Brook Bonner, Drinkers of the Wind Trust, Located at 51, 65 and 71 Lower Broadford Road, Bellevue (Tax ID: Lot 7516, Section 36, T2N, R18E and Lot(s) 1 and 2, Block 1, Bouttier-Williams Subdivision: Dave Patrie, Galena-Benchmark Engineering | **ACTION ITEM**
9. **NEW BUSINESS:**

- a. Consideration and Approval of Ordinance 2024-01, An Ordinance Calling a Special Municipal Revenue Bond Election to be Held for the Purpose of Submitting to the Qualified Electors of the City of Bellevue, Blaine County, Idaho, the Proposition of the Issuance of up to \$7,000,000 Negotiable Water Revenue Bonds of the City of Bellevue, Blaine County, Idaho, to Finance the Design, Acquisition and Construction of Improvements to the Water System and Facilities of the City of Bellevue, Blaine County, Idaho, Providing for the Issuance and Payment of Such Bonds and Design and Construction of Said Improvements, and Providing for Reserve Funding and Payment of Costs of Issuance of the Bonds: Chris Johnson, Mayor and Danielle Quade, Bond Counsel, Hawley Troxell| **ACTION ITEM**
 - b. Consideration and Approval of an On-Street Parking Improvements Application, Submitted by Jolyon Sawyer, Vital Ink Architecture, on Behalf of Mountain Rides Transportation Authority for the Installation of “Street” Improvements and Three (3) parking spaces in the City’s Right-of-Way in conjunction with Mountain Rides’ Expansion, per Bellevue Code Title 10 §10-21-3 (E.2): Dave Petrie, Galena-Benchmark Engineering and Jolyon Sawyer, Vital Ink Architecture | **ACTION ITEM**
 - c. Consideration and Approval of Resolution 2366, A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Execute a Service Agreement, Pursuant to Idaho Code §67-2803 (4), with Micro Technology Systems, Inc., for IT Technical Management and Support with a One-Time Onboarding Charge Not to Exceed \$1,750 and a Monthly Amount of \$1,319 for Unlimited IT Support: Shelly Shoemaker, Treasurer | **ACTION ITEM**
 - d. Consideration and Approval of Resolution No. 2367, A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Accept Advanced Control Systems’ Bellevue Water Carefree SCADA Proposal and Execute all Agreements Associated with the Proposal, Pursuant to Idaho Code §67-2803, for the Replacement and/or Upgrade of Alarm Monitoring Hardware and Software for the City’s Water System: Chris Johnson, Mayor and Shane Garrison, Water Contractor | **ACTION ITEM**
 - e. Consideration and Approval of Resolution No. 2368, A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Accept Advanced Control Systems’ Bellevue Wastewater Carefree SCADA Proposal and Execute all Agreements Associated with the Proposal, Pursuant to Idaho Code §67-2803, for the Replacement and/or Upgrade of Alarm Monitoring Hardware and Software for the City’s Wastewater System: Chris Johnson, Mayor and Bryson Ellsworth, Wastewater Contractor | **ACTION ITEM**
10. **EXECUTIVE SESSION:** Consideration of Executive Session in accordance with Idaho Statue § 74-206-1(f); to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated: Rick Allington, Legal Representative | **ACTION ITEM**
11. **ADJOURNMENT: ACTION ITEM**

/s/ Michelle K. Snarr
City Clerk

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 and sent to the Idaho Mountain Express on *February 22, 2024*. Council Packets are available online at <https://www.bellevueidaho.us/> (Located under Mayor and City Council /City Council Agendas and Munutes)

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.*



Ciudad de Bellevue, Idaho
Consejo Común
Lunes, 26 de febrero de 2024 17:30
115 E. Pine Street, Bellevue, Idaho 83313

AGENDA

Esta agenda está sujeta a revisiones. Todas las revisiones estarán subrayadas.

ÚNASE A LA REUNIÓN DE ZOOM

<https://us02web.zoom.us/j/83745828652?pwd=TzFXT1NNS1FaZVZqMm9zcUM1YzlxUT09>

ID de reunión: # **837 4582 8652**

Código de acceso: # **311960**

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 22 de febrero de 2024.

LLAME PARA ORDENAR

LLAMADA DE ROL

1. **AVISO DE CUMPLIMIENTO DE LA AGENDA** (SEGÚN EL CÓDIGO DE IDAHO §74-204)
(Moción sugerida: propongo que el aviso para la reunión ordinaria del 26 de febrero de 2024 se complete de acuerdo con el Código de Idaho, Sección §74-204).
2. **LLAMADO A CONFLICTOS** (COMO SE DESCRIBE EN EL CÓDIGO DE IDAHO §74-404) | **ARTÍCULO DE ACCIÓN**
3. **ACTUALIZACIÓN DEL CONSEJO:**
 - a. Amigos de The Howard Preserve: Florence Blanchard y Keri York
4. **COMENTARIO PÚBLICO:** (PARA TEMAS DE PREOCUPACIÓN QUE NO ESTÁN EN LA AGENDA)
5. **NEGOCIOS INCONCLUSOS:**
 - a. Consideración de la aprobación de la Resolución 2366, 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) en relación con el Proyecto de Agua Potable: Chris Johnson, Alcalde | **ARTÍCULO DE ACCIÓN**
6. **AGENDA DE CONSENTIMIENTO:** | *Todos los elementos enumerados en la Agenda de Consentimiento se aprobarán en una sola moción sin discusión, a menos que algún Miembro del Consejo solicite que el elemento se elimine para una discusión individual y una posible acción.*
 - a. Aprobación de Reclamaciones: 13 de febrero de 2024 al 26 de febrero de 2024
 - b. Consideración Informes del jefe de departamento
7. **INFORME DEL TESORERO:** | Al 20 de enero de 2024 | Año fiscal 2024
8. **AUDIENCIA PÚBLICA:** | **ELEMENTO DE ACCIÓN:**

- a. Audiencia pública para considerar la solicitud final de subdivisión de Plat para la subdivisión Drinkers of the Wind, presentada por Opal Engineering, LLC, en nombre de Brook Bonner, Drinkers of the Wind Trust, ubicado en 51, 65 y 71 Lower Broadford Road, Bellevue (Impuesto ID: Lote 7516, Sección 36, T2N, R18E y Lote(s) 1 y 2, Bloque 1, Subdivisión Bouttier-Williams: Dave Patrie, Galena-Benchmark Engineering | **ARTÍCULO DE ACCIÓN**

9. NUEVO NEGOCIO:

- a. Consideración y aprobación de la Ordenanza 2024-01, Ordenanza que convoca una elección especial de bonos de ingresos municipales que se llevará a cabo con el propósito de presentar a los electores calificados de la ciudad de Bellevue, condado de Blaine, Idaho, la propuesta de emisión de hasta \$7,000,000 Bonos negociables de ingresos por agua de la ciudad de Bellevue, condado de Blaine, Idaho, para financiar el diseño, adquisición y construcción de mejoras al sistema e instalaciones de agua de la ciudad de Bellevue, condado de Blaine, Idaho, que prevén la emisión y el pago de dichos Bonos y diseño y construcción de dichas mejoras, y provisión de fondos de reserva y pago de costos de emisión de los bonos: Chris Johnson, alcalde y Danielle Quade, abogada de bonos, Hawley Troxell| **ARTÍCULO DE ACCIÓN**
- b. Consideración y aprobación de una solicitud de mejoras al estacionamiento en la calle, presentada por Jolyon Sawyer, Vital Ink Architecture, en nombre de la Autoridad de Transporte de Mountain Rides para la instalación de mejoras en la “calle” y tres (3) espacios de estacionamiento en el derecho de estacionamiento de la ciudad. Way en conjunto con la expansión de Mountain Rides, según el Título 10 §10-21-3 (E.2) del Código Bellevue: Dave Petrie, Galena-Benchmark Engineering y Jolyon Sawyer, Vital Ink Architecture | **ARTÍCULO DE ACCIÓN**
- c. Consideración y aprobación de la Resolución 2367, Resolución de la ciudad de Bellevue, Idaho, que autoriza al alcalde a ejecutar un acuerdo de servicio, de conformidad con el Código de Idaho §67-2803 (4), con Micro Technology Systems, Inc., para la gestión técnica de TI y soporte con un cargo único de incorporación que no debe exceder los \$1750 y un monto mensual de \$1319 para soporte de TI ilimitado: Shelly Shoemaker, Tesorera | **ARTÍCULO DE ACCIÓN**
- d. Consideración y aprobación de la Resolución No. 2368, una resolución de la ciudad de Bellevue, Idaho, que autoriza al alcalde a aceptar la propuesta de SCADA Bellevue Water Carefree de Advanced Control Systems y ejecutar todos los acuerdos asociados con la propuesta, de conformidad con el Código de Idaho §67-2803 , para el reemplazo y/o actualización del hardware y software de monitoreo de alarmas para el sistema de agua de la ciudad: Chris Johnson, alcalde y Shane Garrison, contratista de agua | **ARTÍCULO DE ACCIÓN**
- e. Con Consideración y aprobación de la Resolución No. 2369, una resolución de la ciudad de Bellevue, Idaho, que autoriza al alcalde a aceptar la propuesta de SCADA Bellevue Wastewater Carefree de Advanced Control Systems y ejecutar todos los acuerdos asociados con la propuesta, de conformidad con el Código de Idaho §67-2803 , para el reemplazo y/o actualización del hardware y software de monitoreo de alarmas para el sistema de aguas residuales de la ciudad: Chris Johnson, alcalde y Bryson Ellsworth, contratista de aguas residuales | **ARTÍCULO DE ACCIÓN**

10. **SESIÓN EJECUTIVA:** Consideración de la Sesión Ejecutiva de conformidad con el Estatuto de Idaho § 74-206-1(f); comunicarse con el asesor legal de la agencia pública para discutir las ramificaciones legales y las opciones legales para litigios pendientes o controversias que aún no se han litigado pero que es probable que lo sean de manera inminente: Rick Allington, Representante Legal | **ARTÍCULO DE ACCIÓN**

11. APLAZAMIENTO: 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.



City of Bellevue

City of Bellevue
Regular Common Council Meeting
February 26, 2024

Agenda Item 3b: COUNCIL UPDATE
Friends of the Howard Preserve

Action Item: No Action – Presentation Only
Florance Blanchard and Keri York

Note: Ms. Blanchard and York would like to update the Council on their volunteer activities.

Suggested Motion: None

Attachment(s): Friends History and Achievements

Friends of the Howard Preserve History and Achievements

BEGINNINGS:

In 2004 the City of Bellevue acquired the original 12.53 acre Preserve property from the Howard family for \$265,000. The purchase was made possible by a \$150,000 grant to the Wood River Land Trust (WRLT) from the Federal Land and Water Conservation Fund, \$75,000 from Blaine County's Griffin Ranch fund and \$40,000 raised from an art auction organized by a volunteer group called The Citizens to Protect the Bellevue River Front. No city funds were expended at that time and for any future expansion.

After the City acquired the Preserve, the Bellevue Tree Committee offered to help support the Preserve. This group evolved into the Friends of the Howard Preserve after the tree committee disbanded. The Friends became a non-profit dba in June 2009 through Building Better Communities, an organization founded by former Council woman Tammy Davis. For several years Ms. Davis sponsored the Haunted Forest event, donating a share of the ticket sales to the Friends. In 2023, the Friends voted to deposit their funds in a restricted account with the Land Trust to insure those funds would always be used for the benefit of the Howard Preserve should the Friends cease to exist.

PARTNERSHIP AND MANAGEMENT PLAN:

In October 2009, the Bellevue City Council adopted the Howard Preserve Management Plan creating a partnership with the WRLT and the FOHP to, "maintain the values of the preserve in perpetuity." The partners must also work with Irrigation District 45 and the residents who live adjacent to the Preserve.

In 2011 the Idaho Department of Environmental Quality (DEQ) remediated an area in the Preserve where high concentrations of lead were found in an old dump site. The DEQ included the Friends in all discussions at that time. Contaminated soil was removed, a protective cover installed, and new soil added. The public is permanently restricted from this Brownfield Site.

ADVOCATES FOR LAND ACQUISITIONS:

In 2012 the WRLT acquired the Harris inholding for the City for \$93,000 and in 2017 purchased the Gardener and Halverson property below the Elm Street alley with a \$174,600 grant from the Blaine County Land and Water Levy board. The Friends spoke at County Commissioner meetings advocating for these grants. A small riverside lot at the south end was also donated to the City. At that time, the Land Trust placed a Conservation Easement on all 36 acres. The Management Agreement was updated to reflect the expanded Preserve boundaries. All City streets within the Preserve have now been vacated.

The Friends are primarily an advocacy group. As volunteers we are only charged with

1. Facilitation of ongoing maintenance.
2. Initiation of projects and improvements

VOLUNTEER ACHIEVEMENTS AND PROJECTS:

Since 2004, the Friends, along with WRLT, have contributed over 4000 volunteer hours to build trails, pull weeds, pick up trash, report vandalism, and do other annual maintenance. The Friends schedule annual workdays partnering with the Land Trust. Recently in partnership with the ERC Weed Warriors, volunteers took 120 lbs. of weeds to the Ohio Gulch landfill and left another estimated 140 lbs. behind! Later four of our members with weed Whackers and their bare hands removed weeds from the turnaround near the pedestrian bridge. The Land Trust provided and installed a new memorial bench overlooking the river.

Since 2007, the Friends have contributed over \$14,000 for various projects such as the installation of benches and signs, trash receptacles, bike rack, a designated parking area, facility shed and fencing. Maintenance has included bridge and gate repair, trail upgrades, parking area gravel, and runoff control at

the Elm St. gate. The bulk of our small budget comes from private donations and funds remaining from Bellevue Haunted Forest event.

PRESERVE DIVERSITY OF USE, NUMBERS, AND PROJECTS:

The number of dog bags dispensed each year is around (6,000) with an additional 2,000 visitors on field trips (preschool through elementary), fly fishing classes, after school science classes, and occasional kayakers. More recently during COVID-19, visitors flocked to the Preserve in greatly increased numbers. April through October are the busiest months, but winter still finds trail users almost every day. The most popular summer activities are dog walking, swimming, trail walking, fishing, bird watching, photography, and biking. A diverse community uses the Preserve from parents with babies in backpacks to teenagers and senior citizens as well as many Hispanic families.

The City of Bellevue offers public access directly from town to 36 acres of open space and three miles of river trails. the area is a riparian habitat for bald eagles elk, deer and fox, along with sculpin, trout, mountain lions, and many varieties of birds. In 2021, the Land Trust used grant funds from an Idaho state riparian fund to reopen a channel in the Big Wood River which allows flood water to slow down and decrease erosion.

FUTURE PROJECTS:

This September marks the 20th anniversary of the Howard Preserve. To celebrate the occasion, Mike and Mary Howard have offered to host a barbeque for the public at their home on Riverside Drive, just a five minute walk from the Preserve.

Future Plans:

1. Repair wood fencing at Elm St. Gate damaged by snow dumping
2. Obtain Myers property
3. Replace faded and damaged signs.
4. Remove more weeds
5. Support restoration of former Halverson property
6. Continue to seek alternatives for snow storage

In fall 2024, if sufficient funds are available, ID 45 plans to replace the low head dam at the headgate. Not only does the dam create dangerous turbulence, but also impedes fish passage.

From the Howard Preserve Management Plan:

1.4. Managing Partners & General Responsibilities:

Management activities and public activities will be reviewed by and overseen by the following cooperating groups and approved by the Bellevue City Council.

City of Bellevue (the “City”)

Bellevue was granted a charter to become a City in 1883. The City supports the needs of its citizens, which include such things as services, facilities, and parks, and significant public areas such as the Howard Preserve.

Responsibilities of the City for the Howard Preserve include:

1. Maintenance of improvements, such as the canal bridge, facilities shelter, interpretive signage, and entrance gates.
2. Providing basic services, such as collection of trash from approved receptacles and the seasonal portable toilet.
3. Clearing trees that fall across the trails.

4. Providing staff and equipment for management activities when practical.
5. Removing snow from designated parking area(s).
6. Enforcing posted regulations.
7. Inspecting Brownfield site annually, and reporting to DEQ if disturbance occurs.
8. Maintaining compliance with the Conservation Easement on the property

Friends of the Howard Preserve (FHP)

The Friends of the Howard Preserve is a voluntary community group that was formed in 2005 to ensure that the public benefits and values of the Howard Preserve is sustained in perpetuity. The prioritized values of the group include native plants and wildlife, a healthy riparian system, aesthetic qualities, historical features, educational opportunities, public access to the floodplain and Big Wood River, and respect for private property, City ordinances, and the irrigation canal right of way. Responsibilities of the Friends of the Howard Preserve include:

1. Facilitation of ongoing maintenance.
2. Initiation of projects and improvements.

Wood River Land Trust (WRLT)

The Wood River Land Trust mission is to “protect and restore land, water, and wildlife habitat in the Wood River Valley and its surrounding areas by working cooperatively with private landowners and local communities.” Responsibilities of the Wood River Land Trust on the Howard Preserve include:

1. Monitoring and enforcing the Conservation Easement held on the property.
 2. Management of weed control efforts, in conjunction with plans adopted by the managing partners.
 3. Facilitation for workdays.
 4. Support for ongoing stewardship, including trail maintenance and the removal of fallen trees on the trails.
- .



City of Bellevue

City of Bellevue
Regular Common Council Meeting
February 26, 2024

Agenda Item 5a: UNFINISHED BUSINESS:

Consideration of Resolution No. 2365, 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: The Agenda Item was not adopted/approved during the February 12, 2024, Council meeting. There two (2) needed amendments to the Agreement:

Suggested Motion: Move to Adopt Resolution No. 2365, 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

Attachment(s) Resolution 2365; 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

WHEREAS, 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:

- Section 1.** Approves the Engineers Joint Contract Documents Committee (EJCDC) Agreement between the City of Bellevue, Idaho, and Merrick and Company relating to the Drinking Water Project in substantially the form presented at the February 26, 2024, regular Common Council meeting attached hereto as **Exhibit A**.
- 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 26th day of February 2024.

Chris Johnson, Mayor

ATTEST:

Michelle K. Vest Snarr, City Clerk

CITY OF BELLEVUE, IDAHO
Regular Common Council Meeting, February 26, 2024

RESOLUTION 2366

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)

ROLL CALL

AYE

NAY

Council Member Carreiro

Council Member Shay

Council Member Leahy

Council President Giordani

Council Member Mahoney

Council Member Obenauf

**EXHIBIT A
RESOLUTION 2363**

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



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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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.

- 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 Notice to Proceed. **The Notice to Proceed is contingent on the Owner passing their bond and moving forward with their funding package.**

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.

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.

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

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

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

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

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

- 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.

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.

- 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

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.

- 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

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,

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.

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.

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.

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.

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: **Michael Martin, P.E.**

Title: []

Title: **Senior Vice President**

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):

[]

Title: []

Designated Representative (Paragraph 8.03.A):

Stuart Hurley, P.E.

Title: **Idaho Water Practice Lead**

Phone Number: []

Phone Number: **208-780-3994**

E-Mail Address: []

E-Mail Address: **stuart.hurley@merrick.com**

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

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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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. **Perform Distribution System Investigation (TD-3)**
 - 1) **Provide project management and administration. Prepare invoices and progress reports.**
 - 2) **Conduct testing of fire flow and pressure at representative locations throughout the distribution system. Prepare a scaled drawing of the**

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 copies 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** copies 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

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:

- 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 copies 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 copies of the revised Preliminary

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.

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 copy**1 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.

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.

5. Consult with Owner as to the qualifications of subcontractors, 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.

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

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

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

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

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.

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.

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.

Exhibit A – Engineer's Services

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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.

Exhibit A – Engineer's Services

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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 KE-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. **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, 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.
 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

Exhibit A – Engineer's Services

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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.

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.

Exhibit B – Owner's Responsibilities

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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.

- 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.

T. Perform or provide the following:

1. Provide consolidated, written review comments on draft reports and deliverables.
2. Participation in site visits and meetings.
3. Retain the services of companies to assist with valuation, negotiations, acquisition, and purchase of easements and land purchase.

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.

- 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.

**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~~The 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:

**Exhibit C – Compensation Packet RPR-2: Resident Project Representative Services—
Standard Hourly Rates Method of Payment.**

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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.

**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.**

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

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;

Exhibit C – Compensation Packet AS-1: Additional Services –
Standard Hourly Rates Method of Payment.

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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.

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:

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

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

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

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

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 Modifications:* 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,

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.

- 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.

- 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.

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



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:

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: _____

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 --

Exhibit G – Insurance.

- 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.

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.

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 by Laws 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

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.

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.**

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:	\$ _____

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: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



City of Bellevue

City of Bellevue
Regular Common Council Meeting
February 26, 2024

Agenda Item 6b: Approval of Claims
February 13, 2024 through February 26, 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**–February 13, 2024 through February 26th
Claims Payable by **Class**–February 13, 2024 through February 26th

City of Bellevue
CLAIMS PAYABLE

February 26, 2024

Num	Name	Memo	Account	Class	Amount
20217	Ketchum Computers	Stop IDrive backups	51060 · Computers/Software	01 - Admin	180.00
20217	Ketchum Computers	Troubleshoot IDrive	51060 - Computers/Software	01 - Admin	360.00
7452	City of Ketchum	2024 Resort Cities Coalition Membership Dues	51080 · Dues & Memberships	01 - Admin	275.00
35958823	Great America Financial Services	Standard Payment	51180 · Office Equip Rental/Repair	01 - Admin	406.60
35958823	Great America Financial Services	Usuage for color images - Konica Copier	51180 · Office Equip Rental/Repair	01 - Admin	107.44
35958823	Great America Financial Services	Usuage for black images - Cannon Copier	51180 · Office Equip Rental/Repair	01 - Admin	28.00
35958823	Great America Financial Services	Usuage for color images - Cannon Copier	51180 · Office Equip Rental/Repair	01 - Admin	4.81
02731889	Atkinson's Market	Office Supplies	52010 · Office Supplies	01 - Admin	23.98
59862	ToreUp	Shredding Bin - 2/15/24	52010 · Office Supplies	01 - Admin	45.00
37008131	Quill Corporation	Ink refills, glue stick, post it notes	52010 · Office Supplies	01 - Admin	20.87
37010041	Quill Corporation	Catalog envelopes	52010 · Office Supplies	01 - Admin	5.49
37010041	Quill Corporation	Blue laser statement paper	52010 · Office Supplies	01 - Admin	155.96
37013100	Quill Corporation	Plates	52010 · Office Supplies	01 - Admin	10.99
37007140	Quill Corporation	Stamp & Ink	52010 · Office Supplies	01 - Admin	16.68
37007140	Quill Corporation	Toilet Paper	52010 · Office Supplies	01 - Admin	37.18
37007140	Quill Corporation	Trash Bags, kleenex's	52010 · Office Supplies	01 - Admin	46.47
37007140	Quill Corporation	White out, sheet protectors	52010 · Office Supplies	01 - Admin	16.96
37007140	Quill Corporation	Black toner cartridge	52010 · Office Supplies	01 - Admin	116.99
37007140	Quill Corporation	Paper Towels	52010 · Office Supplies	01 - Admin	81.99
37009223	Quill Corporation	Certificates	52010 · Office Supplies	01 - Admin	20.59
020524	Cox Business Services	Internet & Telephone Usage	52020 · Internet Expense	01 - Admin	346.97
021424	Allington, Frederick	Monthly Payment - March	52055 · Prosecuting Attorney	01 - Admin	1,800.00
020524	Cox Business Services	Telephone, Usage Chgs., Taxes, fees, etc.	52100 · Telephone	01 - Admin	909.71
					\$5,017.68

**City of Bellevue
CLAIMS PAYABLE**

February 26, 2024

Num	Name	Memo	Account	Class	Amount
0224-050	Galena-Benchmark Engineering, Inc.	Karl Malone Ford	51073 · Contract Labor	03 - P & Z	1,792.50
0224-044	Galena-Benchmark Engineering, Inc.	Meyers	51073 · Contract Labor	03 - P & Z	2,007.50
0224-044	Galena-Benchmark Engineering, Inc.	Drinkers of the Wind	51073 · Contract Labor	03 - P & Z	772.50
0224-044	Galena-Benchmark Engineering, Inc.	Mtn. Rides	51073 · Contract Labor	03 - P & Z	522.50
0224-044	Galena-Benchmark Engineering, Inc.	General Consulting	51073 · Contract Labor	03 - P & Z	502.50
Dec. 2023	Division of Building Safety	FY 2024 - Contract Payment for December	51073.1 · DBS Contract Labor	03 - P & Z	3,113.22
Dec. 2023	Division of Building Safety	FY 2024 - Contract Payment for December	51073.1 · DBS Contract Labor	03 - P & Z	2,023.60
					\$10,734.32
CL47951	United Oil	Card #1840084 #4	51110 · Fuel	05 - Fire	29.85
CL47951	United Oil	Card #8859953#1	51110 · Fuel	05 - Fire	38.44
CL47951	United Oil	Card #8859954 #2	51110 · Fuel	05 - Fire	56.09
4635-394250	O'Reilly Automotive, Inc.	Chain Lube	52080 · Small Tools & Equip	05 - Fire	16.98
					\$141.36
37008131	Quill Corporation	Duct tape	52010 · Office Supplies	07 - Library	6.49
					\$6.49
CL47949	United Oil	Card #263953/Gaston	51110 · Fuel	08 - Marshal	139.78
CL47949	United Oil	Card #263954/Shelamer	51110 · Fuel	08 - Marshal	90.45
CL47949	United Oil	Card #263955/Thayer	51110 · Fuel	08 - Marshal	85.47
CL47949	United Oil	Card #263956/Rawson	51110 · Fuel	08 - Marshal	102.80
CL48692	United Oil	Card #263953/Gaston	51110 · Fuel	08 - Marshal	47.84
CL48692	United Oil	Card #263954/Shelamer	51110 · Fuel	08 - Marshal	24.18
CL48692	United Oil	Card #263955/Thayer	51110 · Fuel	08 - Marshal	47.44
CL48692	United Oil	Card #263956/Rawson	51110 · Fuel	08 - Marshal	35.21
37008131	Quill Corporation	Certificate covers	52090 · Supplies	08 - Marshal	8.49
37010041	Quill Corporation	Spiral memo book	52090 · Supplies	08 - Marshal	5.49
37007140	Quill Corporation	File folders	52090 · Supplies	08 - Marshal	11.59
37007140	Quill Corporation	Toner cartridges for Marshal's Dept.	52090 · Supplies	08 - Marshal	478.96
					\$1,077.70

**City of Bellevue
CLAIMS PAYABLE**

February 26, 2024

Num	Name	Memo	Account	Class	Amount
021524	Gardner, Robert	Rent 109 Cedar - March	58190 · Real Property Lease Exp	09 - B & G	125.00
					\$125.00
56342	Clearwater Power Equipment LLC	Cast Iron Shoes for Plow Truck	51090 · Equip Maint & Repairs	10 - Streets	124.98
CL47950	United Oil	Fuel - Streets - Card #26139 - McGehee	51110 · Fuel	10 - Streets	116.25
CL47952	United Oil	Streets - Equipment - Card #8191665	51110 · Fuel	10 - Streets	839.54
CL48693	United Oil	Fuel - Streets - Card #26139 - McGehee	51110 · Fuel	10 - Streets	130.62
CL48694	United Oil	Streets - Equipment - Card #8191665	51110 · Fuel	10 - Streets	515.10
40120	Pappas, Stefan	Reso #23-29 - Contract - Snow Plow Services	51152 · Street Maint & Snow (LOT)	10 - Streets	3,690.00
40126	Pappas, Stefan	Reso #23-29 - Contract - Snow Plow Services	51152 · Street Maint & Snow (LOT)	10 - Streets	1,860.00
37007140	Quill Corporation	Paper Towels	52010 · Office Supplies	10 - Streets	38.98
076074/9	Valley Wide Cooperative	Nuts, bolts, washers	52090 · Supplies	10 - Streets	15.87
076356/9	Valley Wide Cooperative	Nuts, bolts, washer for signs, per Ethan	52090 · Supplies	10 - Streets	27.25
076356/9	Valley Wide Cooperative	Gloves	52090 · Supplies	10 - Streets	23.98
177128	Napa Auto Parts	Fuel line hoses	52150 · Vehicle Maint & Repair	10 - Streets	19.46
5028457365	Wells Fargo Vendor Financial	Toolcat Installment	58150 · Equipment Lease	10 - Streets	552.81
R03537/10	High Desert Bobcat - Twin Falls	Reso #23-30 - Rental - Bobcat Toolcat - 2/21/24 - 3/19/24	58150 · Equipment Lease	10 - Streets	1,000.00
					\$8,954.84

**City of Bellevue
CLAIMS PAYABLE**

February 26, 2024

Num	Name	Memo	Account	Class	Amount
1000 3948	McHugh Bromley Attorneys at Law	Representation in delivery calls & water rights work	51070 · Conjunctive Management	20 - Water	280.00
5028457365	Wells Fargo Vendor Financial	Toolcat Installment	58150 · Equipment Lease	20 - Water	138.20
R03537/20	High Desert Bobcat - Twin Falls	Reso #23-30 - Rental - Bobcat Toolcat - 2/21/24 - 3/19/24	58150 · Equipment Lease	20 - Water	1,000.00
					\$1,418.20
CL47948	United Oil	Fuel Wastewater - Card #261554	51110 · Fuel	30 - Wastewater	15.51
CL47948	United Oil	Fuel - Wastewater - Card #263140	51110 · Fuel	30 - Wastewater	25.55
503302	VEGA Americas, Inc.	Sensor for Main Lift Station	51160 · Maintenance & Repairs	30 - Wastewater	1,534.00
2024100102471	Thatcher Company	Chlorine & T-Chlor	52090 · Supplies	30 - Wastewater	11,145.46
2024100900376	Thatcher Company	Credit - Returned Cylinders	52090 - Supplies	30 - Wastewater	-6,280.00
76279/9	Valley Wide Cooperative	Poly rope, pliers, etc.	52090 · Supplies	30 - Wastewater	83.96
076476/9	Valley Wide Cooperative	Tape & tape dispenser, cleaner & gloves	52090 · Supplies	30 - Wastewater	64.95
0240092	Keller Associates, Inc.	General WW Engineering Support - 12/31/23 - 1/27/24	58120 · Construction & Improvement	30 - Wastewater	431.25
5028457365	Wells Fargo Vendor Financial	Toolcat Installment	58150 · Equipment Lease	30 - Wastewater	138.20
R03537/30	High Desert Bobcat - Twin Falls	Reso #23-30 - Rental - Bobcat Toolcat - 2/21/24 - 3/19/24	58150 · Equipment Lease	30 - Wastewater	1,000.00
					\$8,158.88
TOTAL CLAIMS PAYABLE					<u>\$35,634.47</u>

City of Bellevue
CLAIMS PAYABLE
February 26, 2024

City of Bellevue
Check Detail
 February 1 - 21, 2024

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill Pmt -Check	14985	02/20/2024	The Bancorp Bank, N.A.	2022 Dodge Durango Lease - Vin#...	10001 · DLE Gener...	
Bill	621941	02/26/2024		2022 Durango Lease - Vin#792105	51022 · Automobile ...	-18,345.98
TOTAL						-18,345.98
Bill Pmt -Check	14986	02/20/2024	The Bancorp Bank, N.A.	2023 Chev Silverado 5500 Lease	10001 · DLE Gener...	
Bill	630189	02/26/2024		1/3 Chevy 5500 lease	51022 · Automobile ...	-608.66
TOTAL						-608.66
Bill Pmt -Check	21050	02/20/2024	The Bancorp Bank, N.A.	2023 Chev Silverado 5500 Lease	10002 · DLE Water ...	
Bill	630189	02/26/2024		1/3 Chevy 5500 lease	51022 · Automobile ...	-608.66
TOTAL						-608.66
Bill Pmt -Check	31394	02/20/2024	The Bancorp Bank, N.A.	2023 Chev Silverado 5500 Lease	10003 · DLE Sewer ...	
Bill	630189	02/26/2024		1/3 Chevy 5500 lease	51022 · Automobile ...	-608.66
TOTAL						-608.66



City of Bellevue

City of Bellevue
Regular Common Council Meeting
February 26, 2024

Agenda Item 7a: Department Head Reports
Month of January 2024

Action Item: No Action | Informational Purposes Only

Note:

Attachment(s): Fire Department Report, Chief Greg Beaver
Marshal Office Report, Kirt Gaston



Bellevue Fire Department

115 East Pine St. • P.O. Box 825 • Bellevue Idaho, 83313
Phone (208) 788-9277 • Fax (208) 788-2092

02-05-24
Bellevue Fire Dept.
Council report for 02-12-24

Incident Type for 2024 - 11

Incidents from 01-01-24 to 02-05-24
Average Turnout per Incident is **2.5**
Overall Average Response Time is **05:88**.

Incident Type for 2024

3 Fires
0 Overpressure Rupture
2 Rescue & Emergency Medical Service
1 Hazardous Condition (no fire)
1 Service Call
2 Good Intent Calls
1 False Alarms & False Call
1 Severe Weather & Natural Disaster
We had **11** Total Incidents in **2024**

We are looking for firefighters. If you know anyone that lives in Bellevue and is interested in giving back to their community, send them my way. More snow on the ground it will sheet flood on the north part of town again, get your sandbags now.

Sincerely

Greg Beaver
Bellevue Fire Chief



Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type Category (FD1.21): 1 - Fire						
114 - Chimney or flue fire, confined to chimney or flue	1	12.50%				
Total: 1		Total: 12.50%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
324 - Motor vehicle accident with no injuries.	2	25.00%				
Total: 2		Total: 25.00%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)						
410 - Combustible/flammable gas/liquid condition, other	1	12.50%				
Total: 1		Total: 12.50%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 5 - Service Call						
500 - Service call, other	1	12.50%				
Total: 1		Total: 12.50%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 6 - Good Intent Call						
611 - Dispatched and cancelled en route	2	25.00%				
Total: 2		Total: 25.00%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 7 - False Alarm & False Call						
736 - CO detector activation due to malfunction	1	12.50%				
Total: 1		Total: 12.50%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Total: 8		Total: 100.00%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%

Bellevue Marshal's Office



115 E Pine Street
PO Box 825
Bellevue, ID 83313
Phone: 208-788-3692
Fax: 208-788-8526

City Council Report

Date: 02/01/2024

January Report

The Bellevue Marshal's Office responded to 332 calls for service (CFS) resulting in 30 case reports, 76 citations, 8 arrests and 7 snow tows. I went to training put on by ICRMP for Law Enforcement Executive's in Jerome. As a department we will be conducting block training over the next several months.

Thank you,

K. Gaston



Bellevue Marshal's Office
115 E Pine Street
PO Box 825
Bellevue, ID 83313
208-7883692

Cases by Month

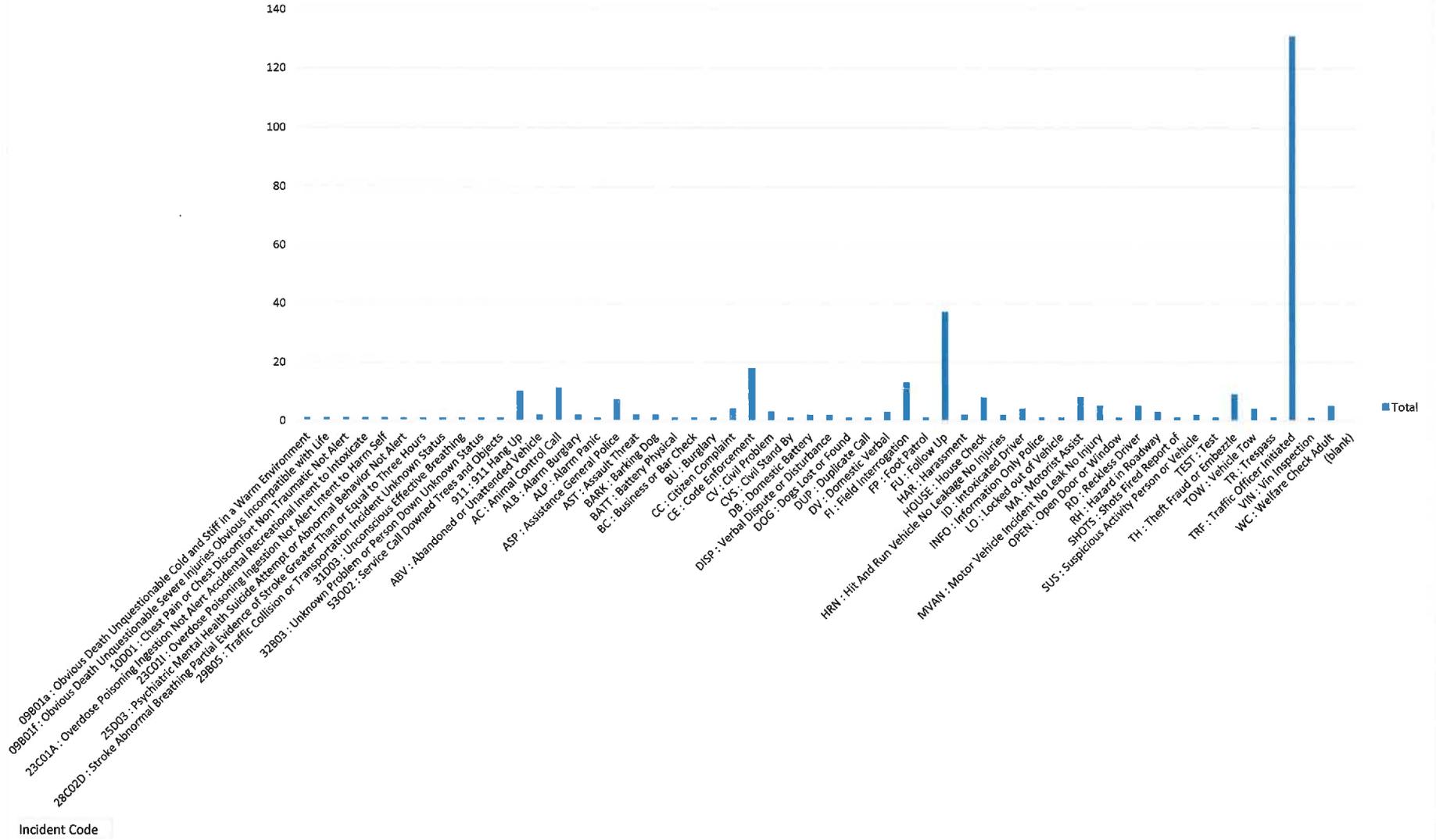
Printed on February 1, 2024

	Start Date/Time	Primary Officer	Statutes/Offenses	Disposition
BMO20240030	01/31/24 17:42	Rawson, Justin	OFF - OFFICER REPORT	OFF - OFFICER
BMO20240028	01/26/24 18:20	Thayer, Joseph	49-301 - MOTOR VEHICLES -	49-301 - MOTOR
BMO20240029	01/27/24 18:44	Thayer, Joseph	37-2734A(1) - DRUG	37-2734A(1) - DRUG
BMO20240025	01/24/24 17:13	Shelamer, Mike	49-642 - MOTOR VEHICLES -	49-642 - MOTOR
BMO20240027	01/25/24 07:59	Shelamer, Mike	Traffic Crash; 49-301 - MOTOR	Traffic Crash; 49-301 -
BMO20240026	01/25/24 06:18	Shelamer, Mike	OFF-THEFT - OFFICER REPORT -	OFF-THEFT - OFFICER
BMO20240024	01/23/24 18:03	Thayer, Joseph	OFF-JUVENILE - OFFICER	OFF-JUVENILE -
BMO20240023	01/20/24 21:53	Thayer, Joseph	18-705 - RESISTING AND	18-705 - RESISTING
BMO20240013	01/12/24 17:39	Thayer, Joseph	18-3601 - FORGERY; 18-2403 -	18-3601 - FORGERY;
BMO20240022	01/18/24 14:02	Gaston, Kirtus	OFF-THEFT - OFFICER REPORT -	OFF-THEFT - OFFICER
BMO20240015	01/13/24 15:52	Gaston, Kirtus	Traffic Crash	Traffic Crash
BMO20240019	01/16/24 10:29	Shelamer, Mike	Traffic Crash; 49-640 - MOTOR	Traffic Crash; 49-640 -
BMO20240020	01/08/24 14:41	Shelamer, Mike	18-3606 - FICTICIOUS BILLS,	18-3606 - FICTICIOUS
BMO20240021	01/16/24 19:09	Rawson, Justin	OFF - OFFICER REPORT	OFF - OFFICER
BMO20240018	01/15/24 19:56	Rawson, Justin	OFF-WELFARE - OFFICER	OFF-WELFARE -
BMO20240016	01/14/24 19:04	Thayer, Joseph	UNATT - UNATTENDED DEATH	UNATT -
BMO20240017	01/14/24 22:37	Thayer, Joseph	OFF-CIVIL - OFFICER REPORT -	OFF-CIVIL - OFFICER
BMO20240014	01/13/24 11:26	Gaston, Kirtus	49-604(1) - MOTOR VEHICLES -	49-604(1) - MOTOR
BMO20240012	01/12/24 17:05	Gaston, Kirtus	OFF - OFFICER REPORT	OFF - OFFICER
BMO20240010	01/10/24 12:04	Shelamer, Mike	18-918 - DOMESTIC VIOLENCE -	18-918 - DOMESTIC
BMO20240009	01/10/24 07:28	Shelamer, Mike	49-1422 - MOTOR VEHICLES -	49-1422 - MOTOR
BMO20240011	01/10/24 20:33	Rawson, Justin	OFF - OFFICER REPORT	OFF - OFFICER
BMO20240005	01/03/24 21:34	Thayer, Joseph	23-505(2)(misd) - ALCOHOL	23-505(2)(misd) -
BMO20240008	01/06/24 10:12	Shelamer, Mike	18-7906 - STALKING IN THE	18-7906 - STALKING IN
BMO20240006	01/04/24 12:34	Shelamer, Mike	18-1401 - BURGLARY - FELONY	18-1401 - BURGLARY -
BMO20240007	01/06/24 02:37	Rawson, Justin	23-505(2)(misd) - ALCOHOL	23-505(2)(misd) -
BMO20240001	01/01/24 08:55	Shelamer, Mike	OFF-CITIZEN COMPLAINT -	OFF-CITIZEN
BMO20240002	01/01/24 11:53	Shelamer, Mike	ASSIST - AGENCY ASSIST	ASSIST - AGENCY
BMO20240003	01/01/24 17:16	Shelamer, Mike	OFF - OFFICER REPORT	OFF - OFFICER
BMO20240004	01/02/24 19:05	Rawson, Justin	OFF - OFFICER REPORT;	OFF - OFFICER

Total Records: 30

Count of Disposition

Total





City of Bellevue

City of Bellevue
Regular Common Council Meeting
February 26, 2024

Agenda Item 6c: Treasurer's Report – Through January 31, 2024

Action Item: No Action | Report only

Note: City Treasure, Shelly Shoemaker, would like the opportunity to discuss the January 2024 Financial Statements

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

Attachment(s): Treasurer's Report | City of Bellevue Financial Statements As of January 31, 2024 – FY 2024

Treasurer's Report

City of Bellevue Financial Statements

As of January 31, 2024—FY2024

33.33% of Budget



Citizens are invited to inspect the detailed reporting records of the above financial statements at
www.bellevueidaho.us

City of Bellevue Cash Position vs Previous Year As of January 31, 2024

	Jan 31, 24	Jan 31, 23	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
10001 · DLE General Fund 8993	205,424.78	211,825.55	-6,400.77	-3.0%
10002 · DLE Water Fund 3398 (CC)	36,315.87	79,029.53	-42,713.66	-54.1%
10003 · DLE Sewer Fund 3428 (checking)	181,879.28	163,976.42	17,902.86	10.9%
10010 · LGIP General 802	265,265.97	680,035.70	-414,769.73	-61.0%
10011 · LGIP Water 1506	96,731.29	46,524.84	50,206.45	107.9%
10012 · LGIP Water Cap 2442	590,982.26	563,166.03	27,816.23	4.9%
10013 · LGIP Sewer 1694	320,947.71	253,164.56	67,783.15	26.8%
10014 · LGIP Sewer Cap 1927	215,842.02	205,682.80	10,159.22	4.9%
10015 · LGIP Sewer Savings 3194	0.00	92,684.74	-92,684.74	-100.0%
10016 · LGIP Sewer Bond 3195	388,153.56	277,302.76	110,850.80	40.0%
10017 · DBF Bond Fund 366	253,722.90	246,020.61	7,702.29	3.1%
10018 · LGIP Fire Capital Savings 3593	710.46	4,673.97	-3,963.51	-84.8%
10022 · LGIP DIF 3703	97,489.21	85,435.95	12,053.26	14.1%
10023 · LGIP Muni Prop Tax Relief 3790	8,457.08	26,930.87	-18,473.79	-68.6%
10024 · Gannett Ranch Annex Fee 3797	52,312.47	50,000.00	2,312.47	4.6%
10026 · LGIP Streets Capital 3814	69,736.69	0.00	69,736.69	100.0%
10027 · Strahorn Phase 2 - LGIP 4037	107,820.00	0.00	107,820.00	100.0%
Total Checking/Savings	<u>2,891,791.55</u>	<u>2,986,454.33</u>	<u>-94,662.78</u>	<u>-3.2%</u>
Total Current Assets	<u>2,891,791.55</u>	<u>2,986,454.33</u>	<u>-94,662.78</u>	<u>-3.2%</u>
TOTAL ASSETS	<u>2,891,791.55</u>	<u>2,986,454.33</u>	<u>-94,662.78</u>	<u>-3.2%</u>
LIABILITIES & EQUITY	0.00	0.00	0.00	0.0%

City of Bellevue Profit & Loss Prev Year Comparison

October 2023 through January 2024

	Oct '23 - Jan 24	Oct '22 - Jan 23	\$ Change	% Change
Income				
41000 · Highway Apportionment Streets	76,182.43	47,036.64	29,145.79	62.0%
41100 · Highway Apportionment New Rev	24,450.87	14,721.92	9,728.95	66.1%
41115 · LOT Revenue Ord-2022-04 exp 27	18,902.66	18,974.03	-71.37	-0.4%
41200 · State Revenue Sharing	76,588.98	148,245.78	-71,656.80	-48.3%
41210 · Liquor Apportionment	29,246.00	28,628.00	618.00	2.2%
41500 · Business Licenses	17,512.88	17,795.36	-282.48	-1.6%
41600 · Utility Franchise Fees	37,836.09	30,954.32	6,881.77	22.2%
41700 · City Property Assessments	464,876.57	476,964.54	-12,087.97	-2.5%
41710 · Personal Property Replacement	4,016.48	4,016.48	0.00	0.0%
41800 · Administrative Fees	53,622.50	97,450.00	-43,827.50	-45.0%
41805 · Building Permits	9,405.65	14,247.81	-4,842.16	-34.0%
41815 · Application Fees	2,359.58	825.00	1,534.58	186.0%
41820 · Sign Permits	100.00	50.00	50.00	100.0%
41825 · Plan Review Fees	5,853.67	8,195.18	-2,341.51	-28.6%
41900 · Grants	4,500.00	6,490.00	-1,990.00	-30.7%
41901 · Fees & Fines	-200.00	300.00	-500.00	-166.7%
41920 · Donations	3,750.00	825.00	2,925.00	354.6%
41930 · Fire Equip/Pay Reimbursement	0.00	14,660.55	-14,660.55	-100.0%
41950 · Permits-Encroach.,Burn,Fence	810.00	1,660.06	-850.06	-51.2%
41960 · Civil Penalty Citation	100.00	0.00	100.00	100.0%
41980 · Court Fees	26,617.50	18,177.12	8,440.38	46.4%
42000 · Water Income				
42000.1 · Water User Fees	150,722.43	143,750.39	6,972.04	4.9%
42000.2 · Water Meter Vault Fees	0.00	1,554.00	-1,554.00	-100.0%
42000.3 · Water Meter Unit Fees	570.00	970.00	-400.00	-41.2%
42000.4 · Water CAP Fees	5,500.00	25,056.00	-19,556.00	-78.1%
42000.6 · Misc User Fees (Water on/off)	705.80	240.00	465.80	194.1%
Total 42000 · Water Income	157,498.23	171,570.39	-14,072.16	-8.2%
42002 · Sewer Income				
42002.1 · Sewer User Fees	383,913.17	367,342.96	16,570.21	4.5%
42002.2 · Sewer CAP Fees	6,660.00	6,660.00	0.00	0.0%
Total 42002 · Sewer Income	390,573.17	374,002.96	16,570.21	4.4%
45000 · Misc Income	549.32	0.00	549.32	100.0%
45100 · Interest Income	39,333.76	21,247.63	18,086.13	85.1%
46100 · DIF Administration	219.00	501.40	-282.40	-56.3%
46200 · DIF Buildings & Grounds	465.00	1,086.76	-621.76	-57.2%
46300 · DIF Community Development	552.00	1,223.97	-671.97	-54.9%
46400 · DIF Fire Services	1,093.00	1,662.02	-569.02	-34.2%
46500 · DIF Library	81.00	66.95	14.05	21.0%
46600 · DIF Marshal	225.00	21.86	203.14	929.3%
46700 · DIF Parks	54.00	200.55	-146.55	-73.1%
46800 · DIF Streets	363.00	2,153.24	-1,790.24	-83.1%
49910 · Returned Check Charges	30.00	0.00	30.00	100.0%
Total Income	1,447,568.34	1,523,955.52	-76,387.18	-5.0%
Gross Profit	1,447,568.34	1,523,955.52	-76,387.18	-5.0%
Expense				
49999 · PAYROLL				
50001 · Salaries & Wages	333,535.79	317,125.94	16,409.85	5.2%
50002 · Paid Time Off	618.75	0.00	618.75	100.0%
50009 · Premium Salary & Wages	0.00	88.73	-88.73	-100.0%
50010 · P/R Tax Expense	25,304.65	24,303.18	1,001.47	4.1%
50011 · Insurance - Health	43,727.55	52,349.59	-8,622.04	-16.5%
50014 · Insurance - Life	240.00	160.00	80.00	50.0%
50015 · Workers Comp Insurance	8,591.00	13,192.00	-4,601.00	-34.9%
50017 · Retirement	39,051.98	35,297.47	3,754.51	10.6%
50020 · P & Z Commission	504.00	1,218.00	-714.00	-58.6%
49999 · PAYROLL - Other	-2,014.23	0.00	-2,014.23	-100.0%
Total 49999 · PAYROLL	449,559.49	443,734.91	5,824.58	1.3%
51000 · OPERATING EXPENSES				
51010 · Admin Fees	53,322.50	96,950.00	-43,627.50	-45.0%
51020 · Advertising	0.00	1,322.16	-1,322.16	-100.0%
51022 · Automobile Lease	22,135.83	18,345.98	3,789.85	20.7%
51024 · Bad Debt	117.87	0.00	117.87	100.0%
51030 · Bank Charges	19.00	57.00	-38.00	-66.7%
51040 · City Attorney				
51040.1 · P&Z Legal	0.00	2,867.50	-2,867.50	-100.0%

City of Bellevue
Profit & Loss Prev Year Comparison

October 2023 through January 2024

	Oct '23 - Jan 24	Oct '22 - Jan 23	\$ Change	% Change
Total 51040 · City Attorney	0.00	2,867.50	-2,867.50	-100.0%
51050 · Community Service	0.00	10,000.00	-10,000.00	-100.0%
51060 · Computers/Software	8,901.15	13,456.46	-4,555.31	-33.9%
51070 · Conjunctive Management	26,886.55	13,216.77	13,669.78	103.4%
51073 · Contract Labor	106,730.83	90,989.03	15,741.80	17.3%
51073.1 · DBS Contract Labor	12,174.08	6,357.20	5,816.88	91.5%
51080 · Dues & Memberships	3,561.00	4,136.19	-575.19	-13.9%
51090 · Equipment Maintenance & Repairs	7,227.69	5,904.68	1,323.01	22.4%
51110 · Fuel	9,988.48	17,147.71	-7,159.23	-41.8%
51125 · Interest Expense	44,685.06	57,638.19	-12,953.13	-22.5%
51140 · Legal Fees	3,105.00	9,753.50	-6,648.50	-68.2%
51150 · Liability Insurance	27,741.50	22,482.50	5,259.00	23.4%
51152 · Street Maint & Snow (LOT)	5,970.00	48,800.57	-42,830.57	-87.8%
51155 · Merchant Fees	4,652.55	3,837.42	815.13	21.2%
51160 · Maintenance & Repairs	28,460.18	15,871.46	12,588.72	79.3%
51177 · Misc Expense	726.79	174.00	552.79	317.7%
51180 · Office Equipment Rental/Repair	1,761.27	1,916.67	-155.40	-8.1%
52010 · Office Supplies	3,471.47	2,379.55	1,091.92	45.9%
52020 · Internet Expense	1,466.89	1,896.22	-429.33	-22.6%
52040 · Postage & Delivery	2,605.24	2,809.20	-203.96	-7.3%
52050 · Professional Services	25,306.21	329.88	24,976.33	7,571.3%
52055 · Prosecuting Attorney	7,200.00	6,909.00	291.00	4.2%
52060 · Publishing	149.79	949.37	-799.58	-84.2%
52070 · Signs	1,893.25	0.00	1,893.25	100.0%
52080 · Small Tools & Equipment	1,315.32	3,628.79	-2,313.47	-63.8%
52085 · Storage	252.00	232.00	20.00	8.6%
52090 · Supplies	20,730.24	9,425.68	11,304.56	119.9%
52100 · Telephone	6,352.10	6,782.58	-430.48	-6.4%
52110 · Test Samples	2,801.10	8,024.10	-5,223.00	-65.1%
52120 · Training & Meetings	1,285.51	12,457.03	-11,171.52	-89.7%
52130 · Uniforms	2,143.38	4,125.54	-1,982.16	-48.1%
52140 · Utilities	18,976.16	32,902.29	-13,926.13	-42.3%
52145 · Utilities - Street Lights	4,237.62	5,733.10	-1,495.48	-26.1%
52147 · Street Light Repairs	601.25	105.90	495.35	467.8%
52150 · Vehicle Maint & Repair	53,875.66	2,777.30	51,098.36	1,839.9%
55000 · Library New Books	586.68	1,217.46	-630.78	-51.8%
55010 · Library Programs	863.77	679.34	184.43	27.2%
56010 · 911 Dispatch	14,022.42	27,228.00	-13,205.58	-48.5%
56020 · Animal Impound	250.00	1,000.00	-750.00	-75.0%
56045 · Radio Fees	240.00	240.00	0.00	0.0%
56050 · Specialized Equipment	7,283.34	8,337.92	-1,054.58	-12.7%
58220 · RMS/CAD	16,729.27	15,015.10	1,714.17	11.4%
58230 · Safety Equipment	22,750.43	12,759.75	9,990.68	78.3%
58240 · Scada Maintenance & Repairs	4,262.14	8,373.20	-4,111.06	-49.1%
Total 51000 · OPERATING EXPENSES	589,818.57	617,543.29	-27,724.72	-4.5%
58000 · CAPITAL EXPENDITURES				
58120 · Construction & Improvement	16,524.35	101,635.58	-85,111.23	-83.7%
58150 · Equipment Lease	49,384.76	3,316.84	46,067.92	1,388.9%
58160 · Equipment Purchase	56,691.26	9,377.19	47,314.07	504.6%
58170 · IDEQ Loan	160,514.94	156,162.04	4,352.90	2.8%
58190 · Real Property Lease Exp	500.00	500.00	0.00	0.0%
58200 · Pierce 7400 Responder	0.00	12,569.13	-12,569.13	-100.0%
58210 · Plant Upgrades	6,905.00	79,206.89	-72,301.89	-91.3%
58250 · Street Repairs	0.00	0.00	0.00	0.0%
Total 58000 · CAPITAL EXPENDITURES	290,520.31	362,767.67	-72,247.36	-19.9%
66000 · Payroll Expenses	0.00	0.00	0.00	0.0%
66900 · Reconciliation Discrepancies	-0.05	0.00	-0.05	-100.0%
Total Expense	1,329,898.32	1,424,045.87	-94,147.55	-6.6%
Net Income	117,670.02	99,909.65	17,760.37	17.8%

City of Bellevue
GENERAL FUND Actual to Budget
October 2023 through January 2024

	Oct '23 - Jan 24	Budget	\$ Over Budget	% of Budget
Income				
40000 · Carryover	0.00	331,149.00	-331,149.00	0.0%
40010 · Carryover Dedicated Funds	0.00	1,027.00	-1,027.00	0.0%
41000 · Highway Apportionment Streets	76,182.43	94,964.00	-18,781.57	80.2%
41100 · Highway Apportionment New Rev	24,450.87	28,263.00	-3,812.13	86.5%
41110 · Highway Apportionment HB 362	0.00	16,569.00	-16,569.00	0.0%
41115 · LOT Revenue Ord-2022-04 exp 27	18,902.66	0.00	18,902.66	100.0%
41200 · State Revenue Sharing	76,588.98	306,770.00	-230,181.02	25.0%
41210 · Liquor Apportionment	29,246.00	60,000.00	-30,754.00	48.7%
41400 · Liquor, Beer & Wine Permits	0.00	5,300.00	-5,300.00	0.0%
41500 · Business Licenses	17,512.88	18,200.00	-687.12	96.2%
41600 · Utility Franchise Fees	37,836.09	70,000.00	-32,163.91	54.1%
41700 · City Property Assessments	464,876.57	811,514.34	-346,637.77	57.3%
41710 · Personal Property Replacement	4,016.48	7,073.00	-3,056.52	56.8%
41800 · Administrative Fees	53,322.50	193,999.20	-140,676.70	27.5%
41805 · Building Permits	9,405.65	50,000.00	-40,594.35	18.8%
41815 · Application Fees	2,209.58	5,000.00	-2,790.42	44.2%
41820 · Sign Permits	100.00	500.00	-400.00	20.0%
41825 · Plan Review Fees	5,853.67	30,000.00	-24,146.33	19.5%
41900 · Grants	4,500.00	130,888.00	-126,388.00	3.4%
41901 · Fees & Fines	-200.00	3,450.00	-3,650.00	-5.8%
41920 · Donations	3,750.00	2,000.00	1,750.00	187.5%
41930 · Fire Equip/Pay Reimbursement	0.00	6,000.00	-6,000.00	0.0%
41950 · Permits-Encroach.,Burn,Fence	810.00	2,500.00	-1,690.00	32.4%
41960 · Civil Penalty Citation	100.00			
41980 · Court Fees	26,617.50	39,600.00	-12,982.50	67.2%
42000 · Water Income				
42000.6 · Misc User Fees (Water on/off)	225.80			
Total 42000 · Water Income	225.80			
45000 · Misc Income	549.32			
45100 · Interest Income	7,353.62	850.00	6,503.62	865.1%
46100 · DIF Administration	219.00	6,000.00	-5,781.00	3.7%
46200 · DIF Buildings & Grounds	465.00	13,224.00	-12,759.00	3.5%
46300 · DIF Community Development	552.00	14,992.00	-14,440.00	3.7%
46400 · DIF Fire Services	1,093.00	25,000.00	-23,907.00	4.4%
46500 · DIF Library	81.00	810.00	-729.00	10.0%
46600 · DIF Marshal	225.00	264.00	-39.00	85.2%
46700 · DIF Parks	54.00	2,436.00	-2,382.00	2.2%
46800 · DIF Streets	363.00	3,542.00	-3,179.00	10.2%
Total Income	867,262.60	2,281,884.54	-1,414,621.94	38.0%
Gross Profit	867,262.60	2,281,884.54	-1,414,621.94	38.0%
Expense				
49999 · PAYROLL				
50001 · Salaries & Wages	333,280.76	989,157.48	-655,876.72	33.7%
50002 · Paid Time Off	618.75			
50010 · P/R Tax Expense	25,285.14	74,905.56	-49,620.42	33.8%
50011 · Insurance - Health	43,727.55	162,619.11	-118,891.56	26.9%
50014 · Insurance - Life	240.00	1,500.00	-1,260.00	16.0%
50015 · Workers Comp Insurance	8,295.79	22,765.36	-14,469.57	36.4%
50017 · Retirement	39,069.13	117,167.51	-78,098.38	33.3%
50020 · P & Z Commission	504.00			
49999 · PAYROLL - Other	-2,014.23			
Total 49999 · PAYROLL	449,006.89	1,368,115.02	-919,108.13	32.8%
51000 · OPERATING EXPENSES				
51022 · Automobile Lease	20,918.51	34,700.00	-13,781.49	60.3%
51024 · Bad Debt	117.87			
51030 · Bank Charges	-30.00			
51040 · City Attorney	0.00	23,000.00	-23,000.00	0.0%

City of Bellevue
GENERAL FUND Actual to Budget
October 2023 through January 2024

	Oct '23 - Jan 24	Budget	\$ Over Budget	% of Budget
51050 · Community Service	0.00	10,000.00	-10,000.00	0.0%
51060 · Computers/Software	8,651.15	19,000.00	-10,348.85	45.5%
51070 · Conjunctive Management	0.00	26,200.00	-26,200.00	0.0%
51073 · Contract Labor	-6,774.18	63,500.00	-70,274.18	-10.7%
51073.1 · DBS Contract Labor	12,174.08	23,000.00	-10,825.92	52.9%
51077 · DEQ Maintenance	0.00	1,500.00	-1,500.00	0.0%
51080 · Dues & Memberships	2,751.00	7,800.00	-5,049.00	35.3%
51090 · Equipment Maintenance & Repairs	5,252.69	18,500.00	-13,247.31	28.4%
51110 · Fuel	8,502.38	30,500.00	-21,997.62	27.9%
51125 · Interest Expense	0.00	8,600.23	-8,600.23	0.0%
51130 · Equipment Lease	0.00	14,000.00	-14,000.00	0.0%
51140 · Legal Fees	3,105.00	6,500.00	-3,395.00	47.8%
51150 · Liability Insurance	13,537.86	41,057.43	-27,519.57	33.0%
51152 · Street Maint & Snow (LOT)	5,970.00			
51160 · Maintenance & Repairs	8,084.75	22,700.00	-14,615.25	35.6%
51177 · Misc Expense	726.79	1,300.00	-573.21	55.9%
51180 · Office Equipment Rental/Repair	1,761.27	6,000.00	-4,238.73	29.4%
52010 · Office Supplies	3,471.47	9,750.00	-6,278.53	35.6%
52020 · Internet Expense	1,004.07	3,600.00	-2,595.93	27.9%
52030 · Pending Grants	0.00	200.00	-200.00	0.0%
52040 · Postage & Delivery	2,605.24	5,400.00	-2,794.76	48.2%
52050 · Professional Services	15,149.78	12,500.00	2,649.78	121.2%
52055 · Prosecuting Attorney	7,200.00	15,000.00	-7,800.00	48.0%
52060 · Publishing	149.79	2,350.00	-2,200.21	6.4%
52070 · Signs	1,893.25	2,000.00	-106.75	94.7%
52080 · Small Tools & Equipment	827.39	8,000.00	-7,172.61	10.3%
52085 · Storage	252.00	700.00	-448.00	36.0%
52090 · Supplies	3,928.91	26,100.00	-22,171.09	15.1%
52100 · Telephone	6,066.14	18,500.00	-12,433.86	32.8%
52115 · River Bank Restoration	0.00	4,000.00	-4,000.00	0.0%
52120 · Training & Meetings	1,285.51	19,600.00	-18,314.49	6.6%
52130 · Uniforms	2,143.38	14,200.00	-12,056.62	15.1%
52140 · Utilities	4,950.05	20,500.00	-15,549.95	24.1%
52145 · Utilities - Street Lights	4,158.97	15,000.00	-10,841.03	27.7%
52147 · Street Light Repairs	601.25	2,000.00	-1,398.75	30.1%
52150 · Vehicle Maint & Repair	50,131.57	22,300.00	27,831.57	224.8%
55000 · Library New Books	586.68	2,100.00	-1,513.32	27.9%
55010 · Library Programs	863.77	2,700.00	-1,836.23	32.0%
56010 · 911 Dispatch	14,022.42	28,000.00	-13,977.58	50.1%
56020 · Animal Impound	250.00	1,000.00	-750.00	25.0%
56030 · Investigations	0.00	150.00	-150.00	0.0%
56040 · Medical/Lab Kits	0.00	300.00	-300.00	0.0%
56045 · Radio Fees	80.00	2,880.00	-2,800.00	2.8%
56050 · Specialized Equipment	7,283.34	24,000.00	-16,716.66	30.3%
58220 · RMS/CAD	16,729.27	32,044.85	-15,315.58	52.2%
58230 · Safety Equipment	22,316.43	42,700.00	-20,383.57	52.3%
Total 51000 · OPERATING EXPENSES	252,699.85	695,432.51	-442,732.66	36.3%
58000 · CAPITAL EXPENDITURES				
58120 · Construction & Improvement	6,250.00	136,027.00	-129,777.00	4.6%
58150 · Equipment Lease	22,300.36	68,015.00	-45,714.64	32.8%
58160 · Equipment Purchase	27,717.57			
58190 · Real Property Lease Exp	500.00	1,625.00	-1,125.00	30.8%
58200 · Pierce 7400 Responder	0.00	12,569.13	-12,569.13	0.0%
Total 58000 · CAPITAL EXPENDITURES	56,767.93	218,236.13	-161,468.20	26.0%
66000 · Payroll Expenses	0.00			
66900 · Reconciliation Discrepancies	-0.05			
Total Expense	758,474.62	2,281,783.66	-1,523,309.04	33.2%
Net Income	108,787.98	100.88	108,687.10	107,839.0%

City of Bellevue
Admin Actual to Budget
October 2023 through January 2024

	Oct '23 - Jan 24	Budget	\$ Over Budget	% of Budget
Income				
40000 · Carryover	0.00	331,149.00	-331,149.00	0.0%
41200 · State Revenue Sharing	76,588.98	306,770.00	-230,181.02	25.0%
41210 · Liquor Apportionment	29,246.00	60,000.00	-30,754.00	48.7%
41400 · Liquor, Beer & Wine Permits	0.00	5,300.00	-5,300.00	0.0%
41500 · Business Licenses	17,512.88	18,200.00	-687.12	96.2%
41600 · Utility Franchise Fees	37,836.09	70,000.00	-32,163.91	54.1%
41700 · City Property Assessments	464,876.57	811,514.34	-346,637.77	57.3%
41710 · Personal Property Replacement	4,016.48	7,073.00	-3,056.52	56.8%
41800 · Administrative Fees	53,322.50	193,999.20	-140,676.70	27.5%
41900 · Grants	0.00	0.00	0.00	0.0%
45000 · Misc Income	391.22			
45100 · Interest Income	4,001.86	750.00	3,251.86	533.6%
46100 · DIF Administration	0.00	0.00	0.00	0.0%
Total Income	687,792.58	1,804,755.54	-1,116,962.96	38.1%
Gross Profit	687,792.58	1,804,755.54	-1,116,962.96	38.1%
Expense				
49999 · PAYROLL				
50001 · Salaries & Wages	90,048.60	318,529.28	-228,480.68	28.3%
50010 · P/R Tax Expense	6,790.57	24,367.49	-17,576.92	27.9%
50011 · Insurance - Health	14,055.00	50,627.00	-36,572.00	27.8%
50015 · Workers Comp Insurance	227.27	3,814.74	-3,587.47	6.0%
50017 · Retirement	10,429.56	36,232.71	-25,803.15	28.8%
49999 · PAYROLL - Other	75.00			
Total 49999 · PAYROLL	121,626.00	433,571.22	-311,945.22	28.1%
51000 · OPERATING EXPENSES				
51024 · Bad Debt	117.87			
51040 · City Attorney	0.00	7,800.00	-7,800.00	0.0%
51050 · Community Service	0.00	10,000.00	-10,000.00	0.0%
51060 · Computers/Software	5,200.93	12,000.00	-6,799.07	43.3%
51070 · Conjunctive Management	0.00	26,200.00	-26,200.00	0.0%
51080 · Dues & Memberships	721.00	1,000.00	-279.00	72.1%
51140 · Legal Fees	2,910.00	6,500.00	-3,590.00	44.8%
51150 · Liability Insurance	3,356.72	7,989.55	-4,632.83	42.0%
51160 · Maintenance & Repairs	0.00	200.00	-200.00	0.0%
51180 · Office Equipment Rental/Repair	1,761.27	5,500.00	-3,738.73	32.0%
52010 · Office Supplies	2,629.67	8,000.00	-5,370.33	32.9%
52020 · Internet Expense	1,004.07	3,600.00	-2,595.93	27.9%
52040 · Postage & Delivery	2,605.24	5,400.00	-2,794.76	48.2%
52050 · Professional Services	3,448.33	5,000.00	-1,551.67	69.0%
52055 · Prosecuting Attorney	7,200.00	15,000.00	-7,800.00	48.0%
52060 · Publishing	195.15	750.00	-554.85	26.0%
52085 · Storage	252.00	700.00	-448.00	36.0%
52100 · Telephone	4,351.94	13,000.00	-8,648.06	33.5%
52120 · Training & Meetings	183.15	2,500.00	-2,316.85	7.3%
Total 51000 · OPERATING EXPENSES	35,937.34	131,139.55	-95,202.21	27.4%
66900 · Reconciliation Discrepancies	-0.05			
Total Expense	157,563.29	564,710.77	-407,147.48	27.9%
Net Income	530,229.29	1,240,044.77	-709,815.48	42.8%

City of Bellevue
Bldgs & Grounds Actual to Budget
October 2023 through January 2024

	Oct '23 - Jan 24	Budget	\$ Over Budget	% of Budget
Income				
46200 · DIF Buildings & Grounds	0.00	0.00	0.00	0.0%
Total Income	0.00	0.00	0.00	0.0%
Gross Profit	0.00	0.00	0.00	0.0%
Expense				
49999 · PAYROLL				
50001 · Salaries & Wages	3,570.16	9,152.00	-5,581.84	39.0%
50010 · P/R Tax Expense	273.15	700.13	-426.98	39.0%
50011 · Insurance - Health	0.00	1,886.80	-1,886.80	0.0%
50015 · Workers Comp Insurance	165.13	1,076.74	-911.61	15.3%
50017 · Retirement	0.00	1,041.04	-1,041.04	0.0%
Total 49999 · PAYROLL	4,008.44	13,856.71	-9,848.27	28.9%
51000 · OPERATING EXPENSES				
51073 · Contract Labor	75.00	1,800.00	-1,725.00	4.2%
51150 · Liability Insurance	305.16	1,941.91	-1,636.75	15.7%
51160 · Maintenance & Repairs	2,273.66	10,000.00	-7,726.34	22.7%
52090 · Supplies	909.58	600.00	309.58	151.6%
52140 · Utilities	4,488.40	18,000.00	-13,511.60	24.9%
Total 51000 · OPERATING EXPENSES	8,051.80	32,341.91	-24,290.11	24.9%
58000 · CAPITAL EXPENDITURES				
58190 · Real Property Lease Exp	500.00	1,625.00	-1,125.00	30.8%
Total 58000 · CAPITAL EXPENDITURES	500.00	1,625.00	-1,125.00	30.8%
Total Expense	12,560.24	47,823.62	-35,263.38	26.3%
Net Income	-12,560.24	-47,823.62	35,263.38	26.3%

City of Bellevue
Fire Actual to Budget
October 2023 through January 2024

	Oct '23 - Jan...	Budget	\$ Over Budget	% of Budget
Income				
40010 · Carryover Dedicated Funds	0.00	1,027.00	-1,027.00	0.0%
41900 · Grants	0.00	10,000.00	-10,000.00	0.0%
41901 · Fees & Fines	0.00	450.00	-450.00	0.0%
41930 · Fire Equip/Pay Reimbursement	0.00	6,000.00	-6,000.00	0.0%
41950 · Permits-Encroach.,Burn,Fence	310.00	1,500.00	-1,190.00	20.7%
45100 · Interest Income	232.16			
46400 · DIF Fire Services	0.00	0.00	0.00	0.0%
Total Income	542.16	18,977.00	-18,434.84	2.9%
Gross Profit	542.16	18,977.00	-18,434.84	2.9%
Expense				
49999 · PAYROLL				
50001 · Salaries & Wages	19,535.54	67,134.60	-47,599.06	29.1%
50010 · P/R Tax Expense	1,494.44	5,135.80	-3,641.36	29.1%
50011 · Insurance - Health	0.00	45.00	-45.00	0.0%
50014 · Insurance - Life	240.00	1,500.00	-1,260.00	16.0%
50015 · Workers Comp Insurance	876.56	2,338.06	-1,461.50	37.5%
50017 · Retirement	1,526.75	4,854.77	-3,328.02	31.4%
Total 49999 · PAYROLL	23,673.29	81,008.23	-57,334.94	29.2%
51000 · OPERATING EXPENSES				
51040 · City Attorney	0.00	200.00	-200.00	0.0%
51060 · Computers/Software	165.00	2,000.00	-1,835.00	8.3%
51073 · Contract Labor	0.00	1,700.00	-1,700.00	0.0%
51080 · Dues & Memberships	1,980.00	4,000.00	-2,020.00	49.5%
51090 · Equipment Maintenance & Repairs	1,178.79	11,000.00	-9,821.21	10.7%
51110 · Fuel	1,004.07	4,000.00	-2,995.93	25.1%
51125 · Interest Expense	0.00	8,600.23	-8,600.23	0.0%
51150 · Liability Insurance	1,414.82	4,216.71	-2,801.89	33.6%
51177 · Misc Expense	118.47	800.00	-681.53	14.8%
52010 · Office Supplies	0.00	100.00	-100.00	0.0%
52030 · Pending Grants	0.00	200.00	-200.00	0.0%
52080 · Small Tools & Equipment	556.28	4,000.00	-3,443.72	13.9%
52090 · Supplies	455.23			
52100 · Telephone	150.54	500.00	-349.46	30.1%
52120 · Training & Meetings	865.68	3,500.00	-2,634.32	24.7%
52130 · Uniforms	178.40	1,000.00	-821.60	17.8%
52150 · Vehicle Maint & Repair	44,309.20	9,000.00	35,309.20	492.3%
56030 · Investigations	0.00	150.00	-150.00	0.0%
58220 · RMS/CAD	3,687.86	4,000.00	-312.14	92.2%
58230 · Safety Equipment	20,679.06	40,000.00	-19,320.94	51.7%
Total 51000 · OPERATING EXPENSES	76,743.40	98,966.94	-22,223.54	77.5%
58000 · CAPITAL EXPENDITURES				
58120 · Construction & Improvement	0.00	11,027.00	-11,027.00	0.0%
58150 · Equipment Lease	7,514.33	39,015.00	-31,500.67	19.3%
58200 · Pierce 7400 Responder	0.00	12,569.13	-12,569.13	0.0%
Total 58000 · CAPITAL EXPENDITURES	7,514.33	62,611.13	-55,096.80	12.0%
66000 · Payroll Expenses	0.00			
Total Expense	107,931.02	242,586.30	-134,655.28	44.5%
Net Income	-107,388.86	-223,609.30	116,220.44	48.0%

City of Bellevue
Library Actual to Budget
October 2023 through September 2024

	Oct '23 - Sep 24	Budget	\$ Over Budget	% of Budget
Income				
41900 · Grants	4,500.00	5,000.00	-500.00	90.0%
41920 · Donations	3,750.00	2,000.00	1,750.00	187.5%
46500 · DIF Library	0.00	0.00	0.00	0.0%
Total Income	8,250.00	7,000.00	1,250.00	117.9%
Gross Profit	8,250.00	7,000.00	1,250.00	117.9%
Expense				
49999 · PAYROLL				
50001 · Salaries & Wages	16,195.19	44,112.64	-27,917.45	36.7%
50010 · P/R Tax Expense	1,194.36	3,374.62	-2,180.26	35.4%
50011 · Insurance - Health	4,434.68	12,578.66	-8,143.98	35.3%
50015 · Workers Comp Insurance	8.75	1,261.32	-1,252.57	0.7%
50017 · Retirement	1,629.54	5,267.05	-3,637.51	30.9%
Total 49999 · PAYROLL	23,462.52	66,594.29	-43,131.77	35.2%
51000 · OPERATING EXPENSES				
51022 · Automobile Lease	0.00	200.00	-200.00	0.0%
51060 · Computers/Software	0.00	2,000.00	-2,000.00	0.0%
51080 · Dues & Memberships	0.00	1,400.00	-1,400.00	0.0%
51150 · Liability Insurance	582.57	2,274.80	-1,692.23	25.6%
51180 · Office Equipment Rental/Repair	0.00	500.00	-500.00	0.0%
52090 · Supplies	0.00	500.00	-500.00	0.0%
52100 · Telephone	180.58	400.00	-219.42	45.1%
52120 · Training & Meetings	0.00	400.00	-400.00	0.0%
55000 · Library New Books	586.68	2,100.00	-1,513.32	27.9%
55010 · Library Programs	863.77	2,700.00	-1,836.23	32.0%
Total 51000 · OPERATING EXPENSES	2,213.60	12,474.80	-10,261.20	17.7%
66000 · Payroll Expenses	0.00			
Total Expense	25,676.12	79,069.09	-53,392.97	32.5%
Net Income	-17,426.12	-72,069.09	54,642.97	24.2%

City of Bellevue
Marshal Actual to Budget
October 2023 through January 2024

	Oct '23 - Jan...	Budget	\$ Over Budget	% of Budget
Income				
41960 · Civil Penalty Citation	100.00			
41980 · Court Fees	26,617.50	39,600.00	-12,982.50	67.2%
45000 · Misc Income	5.00			
46600 · DIF Marshal	0.00	0.00	0.00	0.0%
Total Income	26,722.50	39,600.00	-12,877.50	67.5%
Gross Profit	26,722.50	39,600.00	-12,877.50	67.5%
Expense				
49999 · PAYROLL				
50001 · Salaries & Wages	132,073.14	340,764.00	-208,690.86	38.8%
50002 · Paid Time Off	1,932.00			
50010 · P/R Tax Expense	10,131.51	26,068.45	-15,936.94	38.9%
50011 · Insurance - Health	14,206.79	56,601.00	-42,394.21	25.1%
50015 · Workers Comp Insurance	5,039.65	9,167.67	-4,128.02	55.0%
50017 · Retirement	17,236.35	45,798.68	-28,562.33	37.6%
Total 49999 · PAYROLL	180,619.44	478,399.80	-297,780.36	37.8%
51000 · OPERATING EXPENSES				
51022 · Automobile Lease	20,309.85	34,500.00	-14,190.15	58.9%
51060 · Computers/Software	3,285.22	1,500.00	1,785.22	219.0%
51080 · Dues & Memberships	50.00	800.00	-750.00	6.3%
51110 · Fuel	3,905.66	15,000.00	-11,094.34	26.0%
51130 · Equipment Lease	0.00	14,000.00	-14,000.00	0.0%
51150 · Liability Insurance	3,911.55	15,424.28	-11,512.73	25.4%
52010 · Office Supplies	813.81	1,400.00	-586.19	58.1%
52050 · Professional Services	5,449.23			
52100 · Telephone	1,006.86	2,700.00	-1,693.14	37.3%
52120 · Training & Meetings	705.00	11,000.00	-10,295.00	6.4%
52130 · Uniforms	1,221.91	12,000.00	-10,778.09	10.2%
52150 · Vehicle Maint & Repair	1,697.51	10,800.00	-9,102.49	15.7%
56010 · 911 Dispatch	14,022.42	28,000.00	-13,977.58	50.1%
56020 · Animal Impound	250.00	1,000.00	-750.00	25.0%
56040 · Medical/Lab Kits	0.00	300.00	-300.00	0.0%
56045 · Radio Fees	0.00	2,880.00	-2,880.00	0.0%
56050 · Specialized Equipment	7,283.34	24,000.00	-16,716.66	30.3%
58220 · RMS/CAD	13,041.41	28,044.85	-15,003.44	46.5%
58230 · Safety Equipment	336.00	1,200.00	-864.00	28.0%
Total 51000 · OPERATING EXPENSES	77,289.77	204,549.13	-127,259.36	37.8%
Total Expense	257,909.21	682,948.93	-425,039.72	37.8%
Net Income	-231,186.71	-643,348.93	412,162.22	35.9%

City of Bellevue
Community Development Actual to Budget
October 2023 through January 2024

	Oct '23 - Jan 24	Budget	\$ Over Budget	% of Budget
Income				
41805 · Building Permits	9,405.65	50,000.00	-40,594.35	18.8%
41815 · Application Fees	2,209.58	5,000.00	-2,790.42	44.2%
41820 · Sign Permits	100.00	500.00	-400.00	20.0%
41825 · Plan Review Fees	5,853.67	30,000.00	-24,146.33	19.5%
41950 · Permits-Encroach.,Burn,Fence	200.00			
46300 · DIF Community Development	0.00	0.00	0.00	0.0%
Total Income	17,768.90	85,500.00	-67,731.10	20.8%
Gross Profit	17,768.90	85,500.00	-67,731.10	20.8%
Expense				
49999 · PAYROLL				
50001 · Salaries & Wages	8,354.69	62,184.96	-53,830.27	13.4%
50010 · P/R Tax Expense	639.14	4,757.15	-4,118.01	13.4%
50011 · Insurance - Health	790.74	12,578.66	-11,787.92	6.3%
50015 · Workers Comp Insurance	0.00	3,199.46	-3,199.46	0.0%
50017 · Retirement	685.34	8,357.66	-7,672.32	8.2%
50020 · P & Z Commission	504.00			
Total 49999 · PAYROLL	10,973.91	91,077.89	-80,103.98	12.0%
51000 · OPERATING EXPENSES				
51040 · City Attorney	0.00	15,000.00	-15,000.00	0.0%
51060 · Computers/Software	0.00	1,500.00	-1,500.00	0.0%
51073 · Contract Labor	-7,327.51	40,000.00	-47,327.51	-18.3%
51073.1 · DBS Contract Labor	12,174.08	23,000.00	-10,825.92	52.9%
51080 · Dues & Memberships	0.00	100.00	-100.00	0.0%
51140 · Legal Fees	195.00			
51150 · Liability Insurance	1,137.40	5,770.23	-4,632.83	19.7%
52060 · Publishing	-45.36	1,500.00	-1,545.36	-3.0%
52100 · Telephone	150.54	700.00	-549.46	21.5%
52120 · Training & Meetings	0.00	200.00	-200.00	0.0%
Total 51000 · OPERATING EXPENSES	6,284.15	87,770.23	-81,486.08	7.2%
66000 · Payroll Expenses	0.00			
Total Expense	17,258.06	178,848.12	-161,590.06	9.6%
Net Income	510.84	-93,348.12	93,858.96	-0.5%

City of Bellevue
Parks Actual to Budget
October 2023 through January 2024

	Oct '23 - Jan 24	Budget	\$ Over Budget	% of Bu...
Income				
41901 · Fees & Fines	-200.00	3,000.00	-3,200.00	-6.7%
46700 · DIF Parks	0.00	0.00	0.00	0.0%
Total Income	-200.00	3,000.00	-3,200.00	-6.7%
Gross Profit	-200.00	3,000.00	-3,200.00	-6.7%
Expense				
49999 · PAYROLL				
50001 · Salaries & Wages	3,496.67	9,152.00	-5,655.33	38.2%
50010 · P/R Tax Expense	267.49	700.13	-432.64	38.2%
50011 · Insurance - Health	0.00	1,886.80	-1,886.80	0.0%
50015 · Workers Comp Insurance	426.56	307.64	118.92	138.7%
50017 · Retirement	0.00	1,041.04	-1,041.04	0.0%
Total 49999 · PAYROLL	4,190.72	13,087.61	-8,896.89	32.0%
51000 · OPERATING EXPENSES				
51073 · Contract Labor	0.00	16,000.00	-16,000.00	0.0%
51077 · DEQ Maintenance	0.00	1,500.00	-1,500.00	0.0%
51150 · Liability Insurance	305.16	554.83	-249.67	55.0%
51160 · Maintenance & Repairs	300.59	4,000.00	-3,699.41	7.5%
52070 · Signs	0.00	500.00	-500.00	0.0%
52080 · Small Tools & Equipment	0.00	2,000.00	-2,000.00	0.0%
52090 · Supplies	116.75	600.00	-483.25	19.5%
52115 · River Bank Restoration	0.00	4,000.00	-4,000.00	0.0%
52140 · Utilities	461.65	2,500.00	-2,038.35	18.5%
Total 51000 · OPERATING EXPENSES	1,184.15	31,654.83	-30,470.68	3.7%
Total Expense	5,374.87	44,742.44	-39,367.57	12.0%
Net Income	-5,574.87	-41,742.44	36,167.57	13.4%

City of Bellevue
Streets Actual to Budget
 October 2023 through September 2024

	Oct '23 - Sep 24	Budget	\$ Over Budg...	% of Budget
Income				
41000 · Highway Apportionment Streets	76,182.43	94,964.00	-18,781.57	80.2%
41100 · Highway Apportionment New Rev	24,450.87	28,263.00	-3,812.13	86.5%
41110 · Highway Apportionment HB 362	0.00	16,569.00	-16,569.00	0.0%
41115 · LOT Revenue Ord-2022-04 exp 27	18,902.66	0.00	18,902.66	100.0%
41900 · Grants	0.00	115,888.00	-115,888.00	0.0%
41950 · Permits-Encroach.,Burn,Fence	300.00	1,000.00	-700.00	30.0%
45000 · Misc Income	378.10			
45100 · Interest Income	1,388.49			
Total Income	121,602.55	256,684.00	-135,081.45	47.4%
Gross Profit	121,602.55	256,684.00	-135,081.45	47.4%
Expense				
49999 · PAYROLL				
50001 · Salaries & Wages	64,917.66	138,128.00	-73,210.34	47.0%
50002 · Paid Time Off	-1,313.25			
50010 · P/R Tax Expense	4,865.72	9,801.79	-4,936.07	49.6%
50011 · Insurance - Health	13,697.89	26,415.19	-12,717.30	51.9%
50015 · Workers Comp Insurance	1,537.63	1,599.73	-62.10	96.1%
50017 · Retirement	7,136.75	14,574.56	-7,437.81	49.0%
Total 49999 · PAYROLL	90,842.40	190,519.27	-99,676.87	47.7%
51000 · OPERATING EXPENSES				
51022 · Automobile Lease	1,217.32			
51073 · Contract Labor	478.33	4,000.00	-3,521.67	12.0%
51080 · Dues & Memberships	0.00	500.00	-500.00	0.0%
51090 · Equipment Maintenance & Rep...	5,789.56	7,500.00	-1,710.44	77.2%
51110 · Fuel	6,341.92	11,500.00	-5,158.08	55.1%
51150 · Liability Insurance	2,524.48	2,885.12	-360.64	87.5%
51152 · Street Maint & Snow (LOT)	9,660.00			
51160 · Maintenance & Repairs	5,510.50	8,500.00	-2,989.50	64.8%
51177 · Misc Expense	0.00	500.00	-500.00	0.0%
52010 · Office Supplies	27.99	250.00	-222.01	11.2%
52050 · Professional Services	6,252.22	7,500.00	-1,247.78	83.4%
52060 · Publishing	0.00	100.00	-100.00	0.0%
52070 · Signs	2,699.25	1,500.00	1,199.25	180.0%
52080 · Small Tools & Equipment	335.08	2,000.00	-1,664.92	16.8%
52090 · Supplies	2,530.60	24,400.00	-21,869.40	10.4%
52100 · Telephone	423.32	1,200.00	-776.68	35.3%
52120 · Training & Meetings	140.00	2,000.00	-1,860.00	7.0%
52130 · Uniforms	860.94	1,200.00	-339.06	71.7%
52145 · Utilities - Street Lights	7,093.43	15,000.00	-7,906.57	47.3%
52147 · Street Light Repairs	619.35	2,000.00	-1,380.65	31.0%
52150 · Vehicle Maint & Repair	4,857.02	2,500.00	2,357.02	194.3%
56045 · Radio Fees	100.00			
58230 · Safety Equipment	1,301.37	1,500.00	-198.63	86.8%
Total 51000 · OPERATING EXPENSES	58,762.68	96,535.12	-37,772.44	60.9%
58000 · CAPITAL EXPENDITURES				
58120 · Construction & Improvement	6,250.00	125,000.00	-118,750.00	5.0%
58150 · Equipment Lease	16,338.84	29,000.00	-12,661.16	56.3%
58160 · Equipment Purchase	27,717.57			
Total 58000 · CAPITAL EXPENDITURES	50,306.41	154,000.00	-103,693.59	32.7%

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Accrual Basis

City of Bellevue
Streets Actual to Budget
October 2023 through September 2024

	<u>Oct '23 - Sep 24</u>	<u>Budget</u>	<u>\$ Over Budg...</u>	<u>% of Budget</u>
Total Expense	199,911.49	441,054.39	-241,142.90	45.3%
Net Income	<u>-78,308.94</u>	<u>-184,370.39</u>	<u>106,061.45</u>	<u>42.5%</u>

City of Bellevue
Wastewater Actual to Budget
October 2023 through September 2024

	Oct '23 - Sep 24	Budget	\$ Over Budget	% of Budget
Income				
40000 · Carryover	0.00	188,889.84	-188,889.84	0.0%
40010 · Carryover Dedicated Funds	0.00	377,610.16	-377,610.16	0.0%
41800 · Administrative Fees	150.00	250.00	-100.00	60.0%
41815 · Application Fees	75.00	250.00	-175.00	30.0%
42002 · Sewer Income				
42002.1 · Sewer User Fees	480,764.99	1,155,608.13	-674,843.14	41.6%
42002.2 · Sewer CAP Fees	6,660.00	25,000.00	-18,340.00	26.6%
Total 42002 · Sewer Income	487,424.99	1,180,608.13	-693,183.14	41.3%
42005 · Cap Fees (before FY23 10/01/22)	0.00	0.00	0.00	0.0%
45100 · Interest Income	17,400.29	2,500.00	14,900.29	696.0%
Total Income	505,050.28	1,750,108.13	-1,245,057.85	28.9%
Gross Profit	505,050.28	1,750,108.13	-1,245,057.85	28.9%
Expense				
49999 · PAYROLL				
50001 · Salaries & Wages	0.00	43,784.00	-43,784.00	0.0%
50010 · P/R Tax Expense	0.00	3,349.48	-3,349.48	0.0%
50011 · Insurance - Health	0.00	10,062.60	-10,062.60	0.0%
50015 · Workers Comp Insurance	60.09	4,153.14	-4,093.05	1.4%
50017 · Retirement	0.00	5,506.59	-5,506.59	0.0%
Total 49999 · PAYROLL	60.09	66,855.81	-66,795.72	0.1%
51000 · OPERATING EXPENSES				
51010 · Admin Fees	53,322.50	106,645.00	-53,322.50	50.0%
51022 · Automobile Lease	1,217.32			
51030 · Bank Charges	49.00	50.00	-1.00	98.0%
51040 · City Attorney	0.00	900.00	-900.00	0.0%
51060 · Computers/Software	125.00	5,000.00	-4,875.00	2.5%
51073 · Contract Labor	55,314.17	171,600.00	-116,285.83	32.2%
51080 · Dues & Memberships	405.00	100.00	305.00	405.0%
51090 · Equipment Maintenance & Repairs	1,975.00	3,000.00	-1,025.00	65.8%
51100 · Fees	0.00	250.00	-250.00	0.0%
51110 · Fuel	1,744.85	4,000.00	-2,255.15	43.6%
51125 · Interest Expense	44,685.06	105,822.60	-61,137.54	42.2%
51140 · Legal Fees	0.00	2,000.00	-2,000.00	0.0%
51150 · Liability Insurance	10,292.10	7,490.21	2,801.89	137.4%
51155 · Merchant Fees	2,514.29	4,500.00	-1,985.71	55.9%
51160 · Maintenance & Repairs	20,348.74	151,244.51	-130,895.77	13.5%
52020 · Internet Expense	613.60	1,400.00	-786.40	43.8%
52050 · Professional Services	2,869.34	6,500.00	-3,630.66	44.1%
52070 · Signs	0.00	300.00	-300.00	0.0%
52080 · Small Tools & Equipment	487.93	500.00	-12.07	97.6%
52090 · Supplies	20,809.73	30,000.00	-9,190.27	69.4%
52100 · Telephone	336.15	750.00	-413.85	44.8%
52110 · Test Samples	1,138.50	6,000.00	-4,861.50	19.0%
52140 · Utilities	12,275.71	60,000.00	-47,724.29	20.5%
52150 · Vehicle Maint & Repair	1,947.04	500.00	1,447.04	389.4%
56045 · Radio Fees	100.00			
58230 · Safety Equipment	217.00			
58240 · Scada Maintenance & Repairs	688.64	9,000.00	-8,311.36	7.7%
Total 51000 · OPERATING EXPENSES	233,476.67	677,552.32	-444,075.65	34.5%
58000 · CAPITAL EXPENDITURES				
58120 · Construction & Improvement	10,274.35	310,000.00	-299,725.65	3.3%
58150 · Equipment Lease	14,680.40	1,700.00	12,980.40	863.6%
58160 · Equipment Purchase	14,486.84			
58170 · IDEQ Loan	160,514.94	316,000.00	-155,485.06	50.8%
58210 · Plant Upgrades	6,905.00	378,000.00	-371,095.00	1.8%
Total 58000 · CAPITAL EXPENDITURES	206,861.53	1,005,700.00	-798,838.47	20.6%

1:03 PM

02/20/24

Accrual Basis

City of Bellevue
Wastewater Actual to Budget
October 2023 through September 2024

	<u>Oct '23 - Sep 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Total Expense	440,398.29	1,750,108.13	-1,309,709.84	25.2%
Net Income	<u>64,651.99</u>	<u>0.00</u>	<u>64,651.99</u>	<u>100.0%</u>



City of Bellevue

City of Bellevue
Regular Common Council Meeting
February 26, 2024

**Agenda Item 8a: PUBLIC HEARING
FINAL PLAT – DRINKERS OF THE WIND**

ACTION: Community Development, Dave Patrie, Galena-Benchmark Engineering

Notes: PUBLIC HEARING NOTICE:
Publish - Idaho Mountain Express on Wednesday, February 7, 2024
First Class U.S. Mail – Tuesday, February 6, 2024
Posted – City Hall Bulletin Boards (2) and the City Website on Tuesday, February 6, 2024.

**Planning and Zoning
Commission:**

The City of Bellevue, Planning and Zoning Commission approved the Final Plat for the Drinkers of the Wind Subdivision on February 20, 2024, with five (5) conditions.

Attachment(s): DRINKERS OF THE WIND

- Final Plat
 - Staff Report
 - Findings of Fact and Conclusions of Law
- FINAL PLAT
- Final Plat Checklist
- City Engineer Final Plat Review
- Transmittal Letter – Opal Engineering
- Final Application

***Recommended
Motion:***

I move to recommend approval of this Final Plat application submitted by Opal Engineering to the Bellevue Common Council, finding the Final Plat is substantially consistent with, and meets the conditions placed upon, the approved preliminary plat, conforms to all the requirements of Bellevue City Code 11-3-4: Final Plat and meets all the requirements of Idaho State Code 50-1304, subject to the suggested conditions of approval 1 through 5.

Alternative Motions: I move to continue consideration of this Final Plat application submitted by Opal Engineering to (certain date), finding that additional information is required. Specifically: _____

CITY OF BELLEVUE
BELLEVUE PLANNING AND ZONING COMMISSION
Public Meeting on February 20, 2024, at 5:30 p.m.

REGARDING AN APPLICATION OF: Opal Engineering for Final Plat approval of the Drinkers of the Wind Subdivision.	STAFF REPORT: By: Galena-Benchmark Engineering, Contract Community Development Department Support Date: 02/13/24 
--	---

REQUESTED ACTION:

The applicant is requesting final plat approval for the subdivision noted above.

APPLICABLE ZONING REGULATIONS:

TITLE 11: SUBDIVISION REGULATIONS, CHAPTER 3: SUBDIVISION APPROVAL PROCEDURES AND PLAT REQUIREMENTS. 11-3-4: Final Plat

Summary

On May 23, 2023 the Bellevue Common Council held a duly noticed public hearing and approved the preliminary plat subject to six (6) conditions. The applicant submitted a final plat application on December 7, 2023.

I. NOTICE & GENERAL BACKGROUND

This agenda item does not require a public hearing. The Commission may take public comment at its discretion. Bellevue City Code §11-3-4: A. instructs the Commission to recommend approval to the City Council upon a finding that the final plat conforms to all requirements of this title (Title 11), other applicable ordinances and resolutions of the City, all conditions placed upon the preliminary plat by the Council, and all requirements of Idaho Code.

1. Any disclosures (i.e. conflicts of interest, site visits or *ex parte* communications)?
2. **Exhibit A – Application Materials** – All application materials were received on December 7, 2023, unless indicated otherwise.
A-1: 2023-12-06 Drinkers of the Wind Final Plat
A-2: Subdivision Application Form

Exhibit B – City Department Comments

Fire Department comment:

None

Engineering comment:

see attached memo and checklist from contract city engineer

Water and Sewer comment:

None

Building comment:

None

Street Department comment:

None

II STANDARDS AND CRITERIA Title 11-3-4

A. Procedure: After approval of the preliminary plat, the subdivider shall cause the subdivision to be surveyed and a final plat to be prepared in conformance with the preliminary plat as approved, and Idaho Code title 50, chapter 13. Upon completion of said final plat, the subdivider shall file same, together with the final plat application and all other documents required... Then the Administrator shall place said final plat on the commission's meeting agenda.

If the final plat conforms to all requirements of this title, other applicable ordinances and resolutions of the City, all conditions placed upon the preliminary plat by the Council, and all requirements of Idaho Code, the Commission shall recommend approval of said final plat to the Council. In the event that the Commission finds the final plat does not comply with this title or other applicable ordinances and resolutions of the City or does not substantially conform to the approved preliminary plat, the Commission shall deny said final plat.

When submitted to the Administrator, the final plat shall bear all required certificates. Thereafter, the Administrator shall place the final plat upon the Council's meeting agenda for a duly noticed public hearing.

- **Staff Comment: Staff and the Contract City Engineer have reviewed the final plat and find that it conforms to the requirements as noted. This criteria will be met with Suggested Conditions of Approval #1 and #2.**

B. Contents Of Plat: The final plat shall be drawn at such a scale and shall be in conformance with the provisions of Idaho Code title 50, chapter 13. The reverse side of said sheet shall not be used for any portion of the drawing. The contents of the final plat shall include all items required under Idaho Code title 50, chapter 13, and shall also include:...

- **Staff Comment: The required contents for the final plat are included as noted on the City Engineer checklist.**

C. Acceptance Of Dedications: Approval of the final plat by the Council shall constitute acceptance of all dedications for public streets, rights-of-way, easements, and other lands dedicated for public purpose or use as shown thereon. As a condition precedent to the acceptance of any streets or required improvements, the Council shall require that the subdivider install said improvements in accordance with the City or other applicable construction standards and that condition shall be noted on the final plat.

- **Staff Comment: N/A – no dedications are proposed.**

D. Time Limitations: The failure to obtain final plat approval by the Council of an approved preliminary plat within one year after approval by the Council shall cause all approvals of said preliminary plat to be null and void. The final plat shall be filed with the Blaine County Recorder within one year after final plat approval by the Council. Failure to file said final plat within that time shall cause all approvals of said final plat to be null and void. No building permit shall be issued with regard to any parcel of land within a proposed subdivision until the final plat has been recorded. A copy of the final recorded plat shall be placed on file with the City. For good

cause shown, the deadlines in this section may be extended for up to twelve (12) months. The Council shall hold a duly noticed public hearing prior to granting said extension.

- **Staff Comment: The Bellevue Common Council approved the preliminary plat on May 23, 2023. This criteria will be met with Suggested Conditions of Approval #3 and #4.**

III. CONDITIONS OF APPROVAL FROM PRELIMINARY PLAT

1. All applicable City of Bellevue Fire and Building regulations shall be met.
Staff Comment: N/A – parcels A and B are non-buildable
2. The final plat shall be approved by the Administrator and the City Engineer.
Staff Comment: in progress
3. All improvements and other requirements shall be completed and accepted, or surety provided pursuant to the Subdivision Ordinance, prior to recordation of the final plat.
Staff Comment: no improvements are required.
4. The final plat must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement.
Staff Comment: condition is met
5. Provide a 20' "Public Access Easement" for both sides of the river to Parcel A in the city.
Staff Comment: this condition is met via Note #15
6. Approval of this application by the Bellevue Common Council is contingent upon subdivision approval by Blaine County for the portion of the subdivision located within Blaine County. Should the subdivision not be approved by Blaine County, the City of Bellevue's approval of this subdivision shall be null and void.
Staff Comment: this condition should be carried over to the final plat approval. See Suggested Condition of Approval #5.

IV. SUGGESTED CONDITIONS OF APPROVAL

1. The Final Plat submitted to City of Bellevue for signature shall show the applicable floodway/floodplain line(s) for Parcels A and B.
2. Plat note 16 on the Final Plat submitted to the City of Bellevue for signature shall read *"Portions of the property contained within this plat are governed by the Floodplain Overlay District, see Blaine County Code Title 9, Chapter 17 and City of Bellevue Floodplain Flood Damage Prevention Ordinance 2019-09 to the extent they are affected by the floodplain or floodway as defined therein."*
3. The applicant shall record the final plat with the Blaine County Recorder within one (1) year of Council approval.
4. The applicant shall provide a copy of the recorded plat to the City of Bellevue in accordance with 11-3-4: B.20.

5. Approval of this application by the Bellevue Common Council is contingent upon subdivision approval by Blaine County for the portion of the subdivision located within Blaine County. Should the subdivision not be approved by Blaine County, the City of Bellevue's approval of this subdivision shall be null and void.

V. RECOMMENDED AND ALTERNATIVE MOTIONS

RECOMMENDED MOTION. I move to recommend approval of this Final Plat application submitted by Opal Engineering to the Bellevue Common Council, finding the Final Plat is substantially consistent with, and meets the conditions placed upon, the approved preliminary plat, conforms to all the requirements of Bellevue City Code 11-3-4: Final Plat and meets all the requirements of Idaho State Code 50-1304, subject to the suggested conditions of approval 1 through 5.

ALTERNATIVE MOTIONS. I move to continue consideration of this Final Plat application submitted by Opal Engineering to (certain date), finding that additional information is required. Specifically, _____.

I move to recommend denial of this Final Plat application submitted by Opal Engineering, finding the plat does not meet _____.

IT IS SO ORDERED this _____ day of _____, 2024.

Chris Johnson, Mayor

ATTESTING:

City Clerk

**CITY OF BELLEVUE
COMMON COUNCIL**

Final Plat: Findings of Fact and Conclusions of Law

REGARDING AN APPLICATION OF: Opal Engineering for Final Plat approval of the Drinkers of the Wind Subdivision.	FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION
--	--

REQUESTED ACTION:

The applicant is requesting final plat approval for the subdivision noted above.

APPLICABLE ZONING REGULATIONS:

TITLE 11: SUBDIVISION REGULATIONS, CHAPTER 3: SUBDIVISION APPROVAL PROCEDURES AND PLAT REQUIREMENTS. 11-3-4: Final Plat

Summary

On May 23, 2023 the Bellevue Common Council held a duly noticed public hearing and approved the preliminary plat subject to six (6) conditions. The applicant submitted a final plat application on December 7, 2023. On February 20, 2024 the Bellevue Planning & Zoning Commission recommended approval of the final plat to the Council finding that the Final Plat is substantially consistent with, and meets the conditions placed upon, the approved preliminary plat, conforms to all the requirements of Bellevue City Code 11-3-4: Final Plat and meets all the requirements of Idaho State Code 50-1304, subject to five (5) conditions of approval.

I. NOTICE & GENERAL BACKGROUND

1. This agenda item requires a public hearing. Notice of this public hearing was:
 - a. published in the Idaho Mountain Express on February 7, 2024;
 - b. sent by first class mail February 6, 2024 to all property owners within 300 feet of the external boundaries of these lots;
 - c. posted at the Bellevue City Hall, the Bellevue Post Office, and on the city webpage on February 6, 2024.

► **Motion:** I move to find the notice for the Final Plat complies with the City of Bellevue Subdivision Code, Title 11.

2. Any disclosures (i.e. conflicts of interest, site visits or *ex parte* communications)?
3. **Exhibit A – Application Materials** – All application materials were received on December 7, 2023, unless indicated otherwise.
A-1: 2023-12-06 Drinkers of the Wind Final Plat
A-2: Subdivision Application Form

Exhibit B – City Department Comments

Fire Department comment:

None

Engineering comment:

see attached memo and checklist from contract city engineer

Water and Sewer comment:

None

Building comment:

None

Street Department comment:

None

II. STANDARDS AND CRITERIA Title 11-3-4

A. Procedure: After approval of the preliminary plat, the subdivider shall cause the subdivision to be surveyed and a final plat to be prepared in conformance with the preliminary plat as approved, and Idaho Code title 50, chapter 13. Upon completion of said final plat, the subdivider shall file same, together with the final plat application and all other documents required... Then the Administrator shall place said final plat on the commission’s meeting agenda.

If the final plat conforms to all requirements of this title, other applicable ordinances and resolutions of the City, all conditions placed upon the preliminary plat by the Council, and all requirements of Idaho Code, the Commission shall recommend approval of said final plat to the Council. In the event that the Commission finds the final plat does not comply with this title or other applicable ordinances and resolutions of the City or does not substantially conform to the approved preliminary plat, the Commission shall deny said final plat.

When submitted to the Administrator, the final plat shall bear all required certificates. Thereafter, the Administrator shall place the final plat upon the Council’s meeting agenda for a duly noticed public hearing.

- **COUNCIL FINDING: Staff and the Contract City Engineer have reviewed the final plat and find that it conforms to the requirements as noted. This criteria will be met with Suggested Conditions of Approval #1 and #2.**

B. Contents Of Plat: The final plat shall be drawn at such a scale and shall be in conformance with the provisions of Idaho Code title 50, chapter 13. The reverse side of said sheet shall not be used for any portion of the drawing. The contents of the final plat shall include all items required under Idaho Code title 50, chapter 13, and shall also include:

- **COUNCIL FINDING: The required contents for the final plat are included as noted on the City Engineer checklist.**

C. Acceptance Of Dedications: Approval of the final plat by the Council shall constitute acceptance of all dedications for public streets, rights-of-way, easements, and other lands dedicated for public purpose or use as shown thereon. As a condition precedent to the acceptance of any streets or required improvements, the Council shall require that the subdivider install said improvements in accordance with the City or other applicable construction standards and that condition shall be noted on the final plat.

- **COUNCIL FINDING: N/A – no dedications are proposed.**

D. Time Limitations: The failure to obtain final plat approval by the Council of an approved preliminary plat within one year after approval by the Council shall cause all approvals of said preliminary plat to be null and void. The final plat shall be filed with the Blaine County Recorder within one year after final plat approval by the Council. Failure to file said final plat within that time shall cause all approvals of said final plat to be null and void. No building permit shall be issued with regard to any parcel of land within a proposed subdivision until the final plat has been recorded. A copy of the final recorded plat shall be placed on file with the City. For good cause shown, the deadlines in this section may be extended for up to twelve (12) months. The Council shall hold a duly noticed public hearing prior to granting said extension.

- **COUNCIL FINDING: The Bellevue Common Council approved the preliminary plat on May 23, 2023. This criteria will be met with Suggested Conditions of Approval #3 and #4.**

III. CONDITIONS OF APPROVAL FROM PRELIMINARY PLAT

1. All applicable City of Bellevue Fire and Building regulations shall be met.
COUNCIL FINDING: N/A – parcels A and B are non-buildable
2. The final plat shall be approved by the Administrator and the City Engineer.
COUNCIL FINDING: in progress
3. All improvements and other requirements shall be completed and accepted, or surety provided pursuant to the Subdivision Ordinance, prior to recordation of the final plat.
COUNCIL FINDING: no improvements are required.
4. The final plat must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement.
COUNCIL FINDING: condition is met
5. Provide a 20' "Public Access Easement" for both sides of the river to Parcel A in the city.
COUNCIL FINDING: this condition is met via Note #15
6. Approval of this application by the Bellevue Common Council is contingent upon subdivision approval by Blaine County for the portion of the subdivision located within Blaine County. Should the subdivision not be approved by Blaine County, the City of Bellevue's approval of this subdivision shall be null and void.
COUNCIL FINDING: this condition should be carried over to the final plat approval. See Suggested Condition of Approval #5.

IV. SUGGESTED CONDITIONS OF APPROVAL

1. The Final Plat submitted to City of Bellevue for signature shall show the applicable floodway/floodplain line(s) for Parcels A and B.
2. Plat note 16 on the Final Plat submitted to the City of Bellevue for signature shall read *"Portions of the property contained within this plat are governed by the Floodplain Overlay District, see Blaine County Code Title 9, Chapter 17 and City of Bellevue*

Floodplain Flood Damage Prevention Ordinance 2019-09 to the extent they are affected by the floodplain or floodway as defined therein.”

3. The applicant shall record the final plat with the Blaine County Recorder within one (1) year of Council approval.
4. The applicant shall provide a copy of the recorded plat to the City of Bellevue in accordance with 11-3-4: B.20.
5. Approval of this application by the Bellevue Common Council is contingent upon subdivision approval by Blaine County for the portion of the subdivision located within Blaine County. Should the subdivision not be approved by Blaine County, the City of Bellevue’s approval of this subdivision shall be null and void.

V. DECISION AND CONDITIONS:

Upon a Motion by _____ and a second by _____, and a vote of _____ the City of Bellevue Common Council hereby **approves with the conditions stated above** this Final Plat application for the **Drinkers of the Wind Subdivision**, finding the plat complies with the applicable standards set forth under City of Bellevue Code Sections §11-3-4 and Idaho State Code Title 50, Chapter 13.

IT IS SO ORDERED this _____ day of _____, 2024.

Chris Johnson, Mayor

ATTESTING:

City Clerk



City of Bellevue
115 E Pine Street
PO Box 825
Bellevue, ID 83313
208-788-2128 Fax 208-788-2092
www.bellevueidaho.us

Drinkers of the Wind Subdivision

Final Plat Application Comments for P&Z and Council – January 15, 2024

As requested, we have reviewed the final plat submittal for the project referenced above. We offer the following comments for consideration by the Commission and Council for final plat review. The subject plat contains lands within the City of Bellevue municipal boundaries as well as lands in unincorporated Blaine County. Our review includes only the portion of the plat within Bellevue City Limits, Parcels A and B.

Checklist

- Item #3 –the floodplain and floodway lines are not shown.
- ~~Item #14 – we have not received a copy of the title report at the time of this review. The city may have a copy in its records. If not, the city should require the applicant to provide a title report prior to signing the final plat.~~

Plat (Page 3)

- We recommend the city expand note 16 to include reference to City of Bellevue floodplain code. Suggestion: “...and City of Bellevue Floodplain Flood Damage Prevention Ordinance 2019-09.”

Phoebe Johannessen, P.E.

Phoebe Johannessen

City Engineer for Drinkers of the Wind Subdivision



City of Bellevue
115 E Pine Street
PO Box 825
Bellevue, ID 83313
208-788-2128 Fax 208-788-2092
www.bellevueidaho.us

Drinkers of the Wind Subdivision

Final Plat Application Comments for P&Z and Council – January 15, 2024

As requested, we have reviewed the final plat submittal for the project referenced above. We offer the following comments for consideration by the Commission and Council for final plat review. The subject plat contains lands within the City of Bellevue municipal boundaries as well as lands in unincorporated Blaine County. Our review includes only the portion of the plat within Bellevue City Limits, Parcels A and B.

Checklist

- Item #3 –the floodplain and floodway lines are not shown.
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Plat (Page 3)

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Phoebe Johannessen, P.E.

Phoebe Johannessen

City Engineer for Drinkers of the Wind Subdivision



OPAL ENGINEERING, PLLC

Transmittal Letter

DATE: December 6, 2023
TO: Michelle Vest Snarr
City of Bellevue
115 E Pine Street, PO Box 825
Bellevue, ID 83313
FROM: Samantha Stahlnecker (Opal Engineering, PLLC)
SUBJECT: Drinker of the Wind Subdivision – Final Plat

Dear Michelle,

Attached please find the following information for the Drinker of the Wind Subdivision Final Plat Application:

- Subdivision Application Form – Final Plat
- Application Fee (TBD)
- 300' Adjoiner Mailing Labels – Updated
- Three (3) Full Size Copies of the Final Plat
- One (1) 11" X 17" Copy of the Final Plat

Please consider this my request on behalf of the Drinkers of the Wind Trust to place the final plat on the next available agenda. Feel free to contact me if you have any questions or comments regarding this application, and we look forward to your review.

Sincerely,

A handwritten signature in black ink, appearing to read "Samantha Stahlnecker". The signature is fluid and cursive, with the first name being the most prominent.

Samantha Stahlnecker, P.E.

Galena-Benchmark Engineering

ENGINEERING, PLANNING, SURVEYING & MAPPING
PO Box 733 : 100 Bell Drive
Ketchum, Idaho 83340
208-726-9512 : info@galena-benchmark.com



City of Bellevue – Contract City Engineer Final Plat Review Checklist

Plat Name: Drinkers of the Wind Subdivision, Final Plat

× = N/A
✓ = met

Not shown

- 1. Point of beginning of subdivision description tied to at least two (2) government survey corners, or in lieu of government survey corners, to monuments recognized by the City Engineer.
- 2. Location and description of monuments.
- 3. Tract boundary lines, property lines, lot lines, street right-of-way lines and centerlines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of the floodplain and floodway and the Avalanche District, all with bearings of accurate dimensions in feet and decimals thereof, in degrees and minutes, and radii, arcs, central angles, tangents, and chord lengths of all curves to the above accuracy.
- 4. Names and locations of all adjoining subdivisions.
- 5. Name and right-of-way width of each street and other public rights-of-way.
- 6. Location, dimension, and purpose of all easements, public and private.
- 7. The lots numbered consecutively throughout each block.
- 8. The outline of any property other than a street, alley, or easement which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Bellevue for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
- 9. The title shall include the name of the subdivision, the name of the City, if appropriate, County and State, and the location and description of the subdivision referenced to section, township, and range.
- 10. Scale, north arrow, and date.
- 11. Location, width and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision.
- 12. A provision in the owner's certificate referencing the County Recorder's instrument number where the condominium declaration(s) and/or Articles of Incorporation of the Homeowners' Association governing the subdivision are recorded.
- 13. Certificate by a registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
- 14. A current title report of all property contained within the plat.
- 15. Certification of the owner(s) of record and all holders of security interest(s) of record with regard to said property.

- 16. Certification and signature of the engineer (surveyor) verifying that the subdivision and design standards meet all City requirements.
- 17. Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
- 18. Certification and signature of the City Clerk verifying that the subdivision has been approved by the Council.
- 19. Notation of any additional restrictions imposed by the Council on the development of said subdivision to provide for the public health, safety, and welfare.
- 20. A copy of the recorded final plat.
- 21. Two (2) sets of as built drawings, certified as complete by the project engineer, of all public streets, the public water system, the public sewer system and all utilities.
- 22. Surveyor's narrative. The narrative must explain:
 - (a) The purpose of the survey and how the boundary lines and other lines were established or reestablished and the reasoning behind the decisions;
 - (b) Which deed records, deed elements, survey records, found survey monuments, plat records, road records, or other pertinent data were controlling when establishing or reestablishing the lines; and
 - (c) For surveys that contain a vertical component, the narrative shall show the benchmarks used, the vertical datum referenced, and the methodology used to achieve the elevations.

21. Due after recording

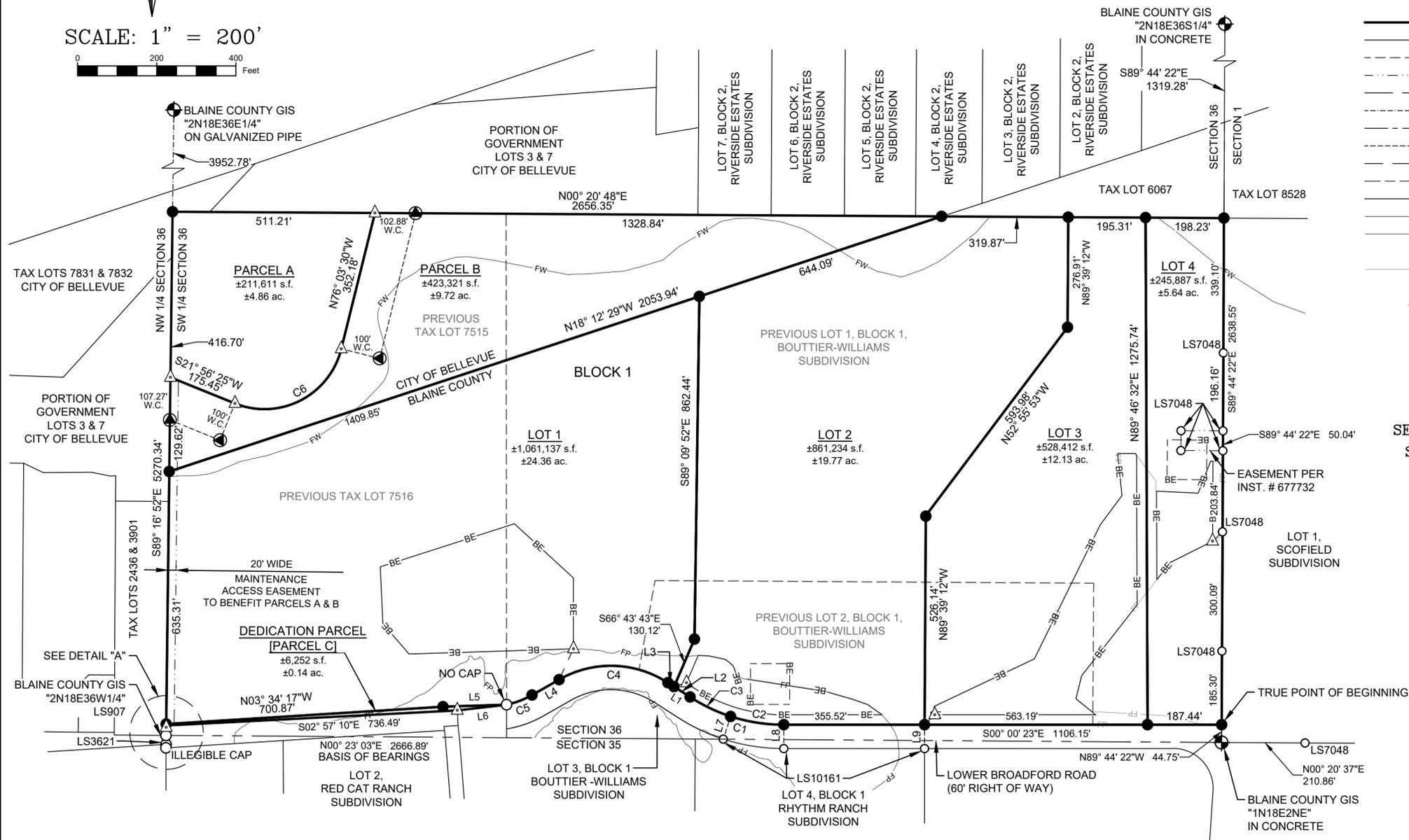
A PLAT SHOWING DRINKERS OF THE WIND SUBDIVISION

WHERE IN LOTS 1 & 2, BLOCK 1, BOUTTIER-WILLIAMS SUBDIVISION AND TAX LOTS 7515 & 7516 ARE SUBDIVIDED AS SHOWN HEREON
LOCATED WITHIN SECTION 36, T.2N., R.18E., B.M., A PORTION OF CITY OF BELLEVUE & BLAINE COUNTY, IDAHO

DECEMBER 2023

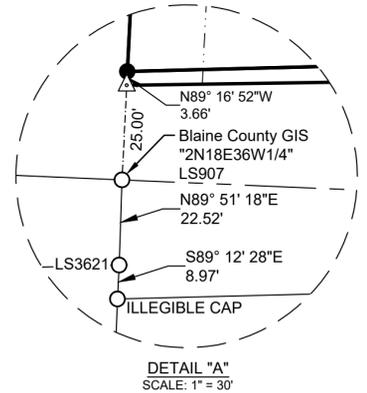


SCALE: 1" = 200'



- ### LEGEND
- Property Line
 - Adjoiner's Lot Line
 - Previous Lot Line
 - Easement, Type and Width as Shown
 - Section Line
 - 1/4 Section Line
 - GIS Tie Line
 - Survey Tie Line
 - Building Envelope Tie Line
 - Vacated Building Envelope
 - Building Envelope
 - Floodway, per FEMA 2010 F.I.S.
 - Floodplain, per FEMA 2010 F.I.S.
 - Area Removed from Floodplain, Letter of Map Amendment (LOMA) Approved 03/11/2022 Per Case No. 22-10-0397A
 - Found Brass Cap, Setting as Shown
 - Set 5/8" Rebar, P.L.S. 16670
 - Found 5/8" Rebar
 - Found 1/2" Rebar
 - Set Aluminum Cap on 5/8" Rebar
 - Calculated Point, Nothing Set
 - WC = Witness Corner

SEE SHEET 2 FOR BUILDING ENVELOPE INFORMATION
SEE SHEET 3 FOR SURVEY NARRATIVE AND NOTES



Curve Table						
Curve	Length	Radius	Delta	Tangent	Chord	Chord Direction
C1	136.66'	442.71'	17° 41' 12"	68.88'	136.12'	S08° 49' 28"W
C2	136.66'	442.71'	17° 41' 12"	68.88'	136.12'	S08° 49' 28"W
C3	113.57'	442.71'	14° 41' 52"	57.10'	113.25'	S25° 33' 08"W
C4	289.22'	263.89'	62° 47' 45"	161.07'	274.96'	N01° 37' 28"E
C5	69.01'	223.00'	17° 43' 47"	34.78'	68.73'	S20° 40' 27"E
C6	342.08'	200.00'	97° 59' 54"	230.07'	301.88'	N27° 03' 32"W
C7	263.04'	419.10'	35° 57' 37"	136.01'	258.74'	S18° 06' 09"W

Line Table		
Line #	Length	Direction
L1	66.70'	S32° 43' 14"W
L2	48.25'	S32° 43' 14"W
L3	18.45'	N32° 43' 14"E
L4	78.70'	S29° 26' 47"E
L5	160.60'	S01° 48' 20"E
L6	125.40'	S06° 36' 40"E
L7	60.00'	S72° 03' 52"E
L8	60.00'	N89° 59' 37"E
L9	60.00'	N89° 59' 37"E

CERTIFICATE OF SURVEYOR

I, Mark E. Phillips, hereby certify that I am a Licensed Land Surveyor in the State of Idaho and that this map is a true and accurate representation of a survey done under my direct supervision.



MARK E. PHILLIPS, P.L.S. 16670

HEALTH CERTIFICATE:
Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date _____ South Central District Health Dept., EHS

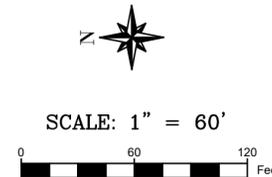
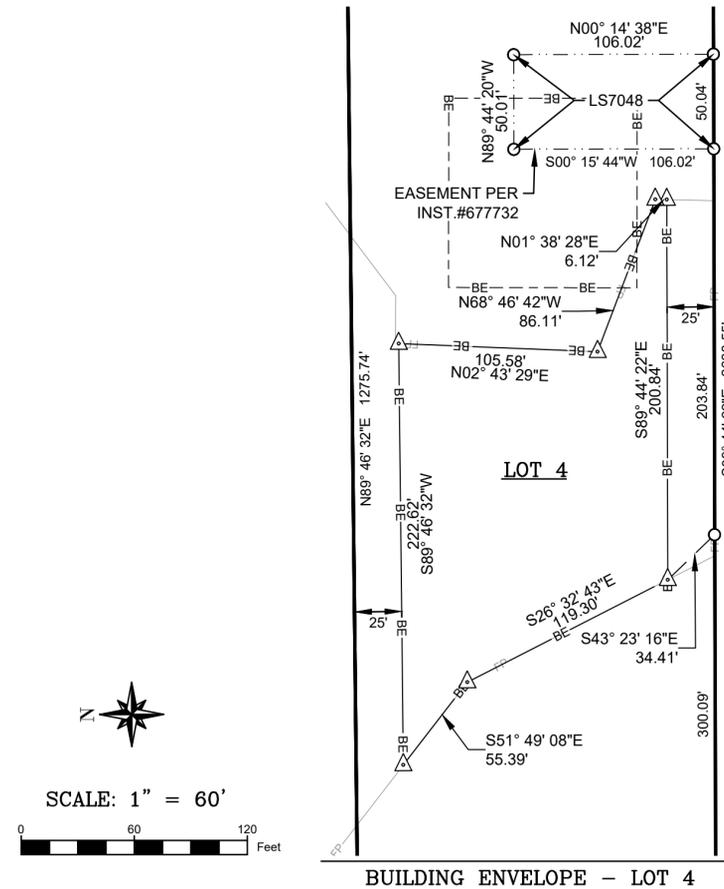
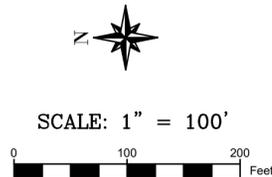
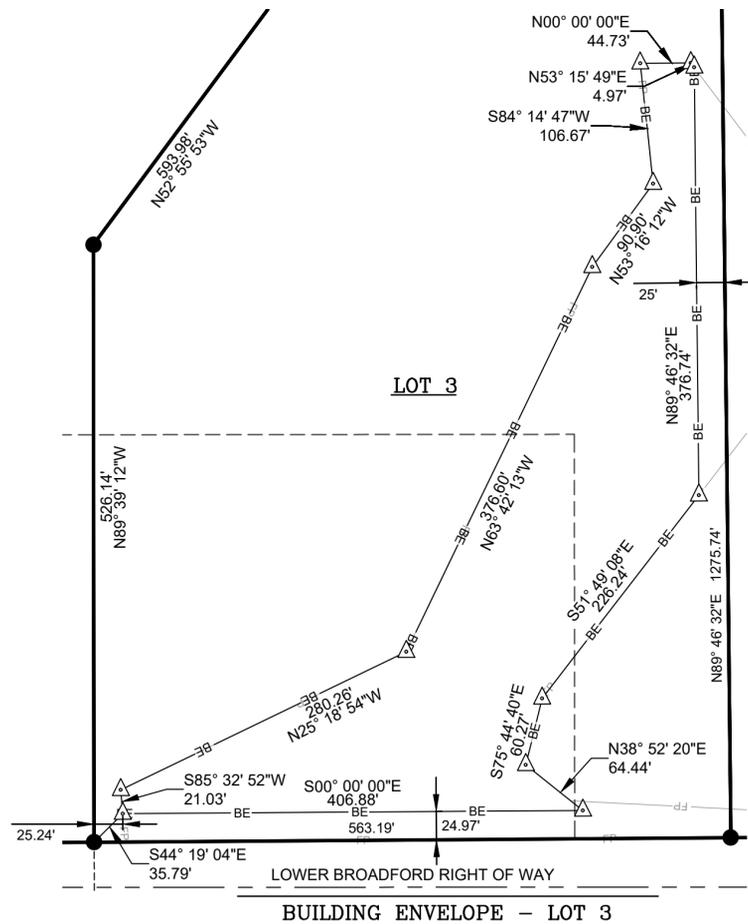
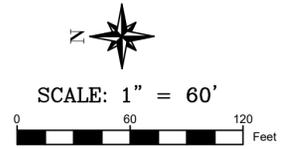
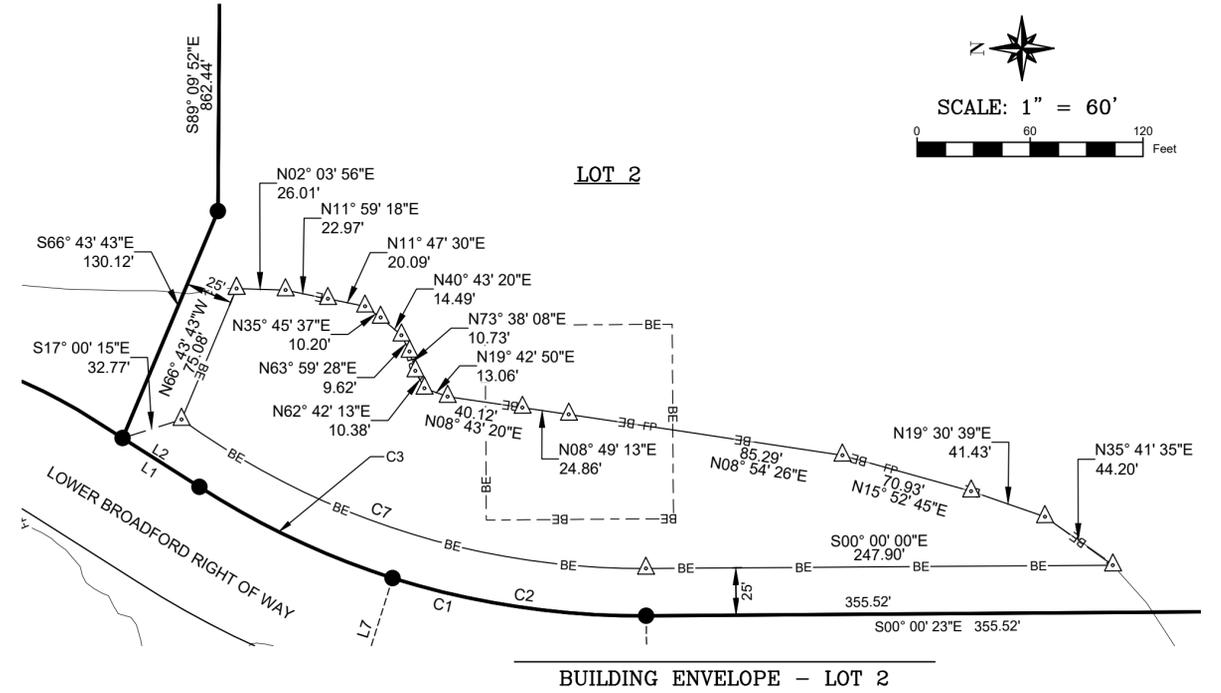
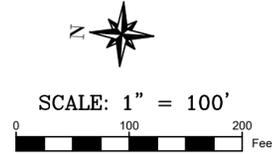
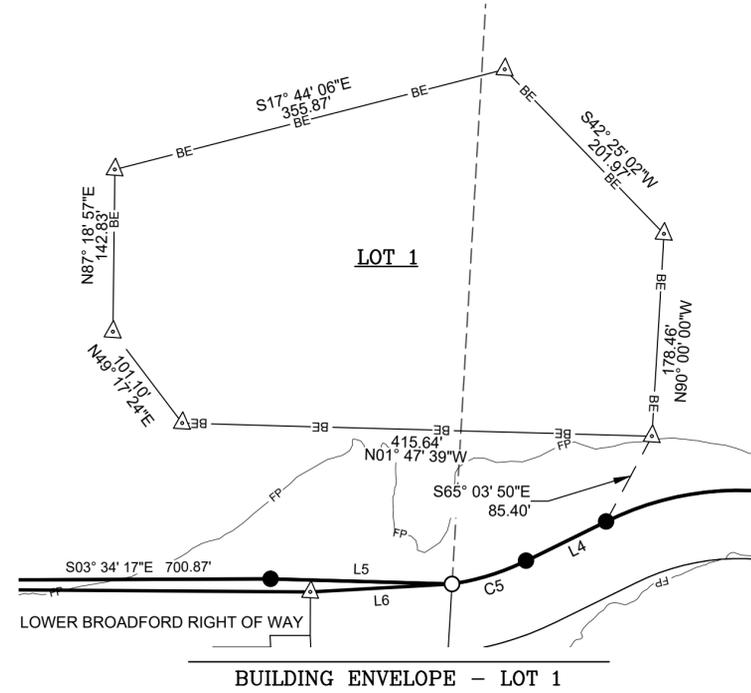
A PLAT SHOWING
DRINKERS OF THE WIND
SUBDIVISION

1 OF 5
PROJECT: 2023-117

PHILLIPS LAND SURVEYING, PLLC
HAILEY, IDAHO

A PLAT SHOWING DRINKERS OF THE WIND SUBDIVISION

SEE SHEET 1 FOR LEGEND AND LINE AND CURVE TABLES
SEE SHEET 3 FOR SURVEY NARRATIVE AND NOTES



MARK E. PHILLIPS, P.L.S. 16670

A PLAT SHOWING
DRINKERS OF THE WIND
SUBDIVISION

2 OF 5
PROJECT: 2023-117

PHILLIPS LAND SURVEYING, PLLC
HAILEY, IDAHO

DRINKERS OF THE WIND SUBDIVISION

SURVEY NARRATIVE & NOTES

Survey Narrative & Notes

1. The purpose of this survey is to show the monuments found and set during the boundary retracement of Lots 1 & 2, Block 1, Bouttier-Williams Subdivision and Tax Lot 7516 and subdivide them into Lots 1-4, Block 1, Drinkers of the Wind Subdivision, as shown hereon. The boundary shown is based on found Section corners, lot corners, Quitclaim Deed, Instrument Number 618110, and the recorded plat of Bouttier-Williams Subdivision, Instrument Number 208701, records of Blaine County, Idaho. All found monuments have been accepted. Additional documents used in the course of this study are the Record of Survey showing Lot 1, Scofield Subdivision & A Drainfield Easement on Lot 1, Bouttier- Williams Subdivision, Instrument Number 677732, the plat of Kreiger-Peterson Subdivision, Instrument Number 195849, the Plat of Rhythm Ranch Subdivision, Instrument Number 502935, the plat of Scofield Subdivision, Instrument Number 174865, and the plat of Red Cat Ranch Subdivision, Instrument Number 544149, all records of Blaine County, Idaho. The Boundary between Parcels A and B is a water boundary. The intent is for said common boundary to shift with the thalweg of the river and is expected to change with the river over time. At some point, additional survey work may be required to update said water boundary with a different thalweg location.
 2. The distances shown are measured. Refer to the above referenced documents for the previous record data.
 3. A Title Commitment for the property has been issued by Stewart Title Guaranty Company, File Number 21428157, with a Date of Policy of September 15, 2021. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. All plottable encumbrances and easements listed in the title report are not shown hereon. Review of specific documents is required, if further information is desired.
 4. Unless otherwise shown hereon, this survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.
- Property Information
5. Building Setbacks, including Accessory Dwelling Units, are subject to Blaine County Zoning and Overlay Setback requirements.
 6. Parcel A and Parcel B shall be un-buildable and remain in the City of Bellevue with limited access and no municipal services.
 7. A 20' wide maintenance access easement shall exist as shown hereon to benefit Parcels A and B.
 8. Parcel C is a dedication parcel to provide a 60' Right of Way for Lower Broadford Road.
 9. A 10' Public Utility Easement shall exist along the Lower Broadford Road frontage.
 10. All structures shall be constructed within the building envelope boundaries as shown hereon.
 11. Fire Protection requirements for this subdivision include those of the Wood River Fire Protection District, the Blaine County Fire Protection Ordinance and the most currently adopted version of the international Fire Code, including, but not limited to, fire protection water supply, 20-foot wide fire apparatus access roads, Class-A roof coverings and defensible space shall be complied with prior to final approval.
 12. Pursuant to State regulations, maintenance and weed control for all lots are the responsibility of the developer until the lot is sold and thereafter the responsibility of the owners of the individual lots. The control program to be implemented by the responsibility party will target those species designated on the Idaho Noxious Weed List. Mowing and manual removal are recommended, although biological control has been shown to be effective in eradicating knapweed.
 13. All exterior lighting shall comply with the Title 9, Blaine County Zoning regulations, Chapter 29A.
 14. All Lots shall be subject to a 200' Riparian Setback, measured from the ordinary high water mark or the landward side of existing or new riprap. Refer to Title 9, Blaine County Zoning regulations, chapter 17.
 15. A public access easement exists 20' to the landward side along both sides of the Big Wood River ordinary high water mark.
 16. Portions of the property contained within this plat are governed by the Floodplain Overlay District, see Blaine County Code Title 9, Chapter 17 or City of Bellevue Floodplain Flood Damage Prevention Ordinance 2019-09 to the extent they are affected by the floodplain or floodway as defined therein. Flood hazard areas shown hereon are per the FEMA Flood Insurance Study, dated November 26, 2010 (Flood Insurance Study Number 16013CV001A) and a Letter of Map Amendment (LOMA) approved March 11, 2022 (Case Number 22-10-0397A).

Utilities

17. All new domestic wells shall be metered.
18. Septic systems and drainfield locations shall be approved by the South Central Public Health District prior to issuance of building permit. All new septic systems shall be built with risers, out-flow filters and drainfield inspection ports on each system. Drainfields shall be located a minimum of 300' from the Big Wood River Mean High Water.
19. Agricultural and domestic water delivery systems shall not be intermingled.
20. Landscape irrigated by a domestic well is limited to 1/2 acres maximum per State regulations.
21. All utility service lines shall be installed underground.
22. There exists a well/pump house along the Lot 1 frontage to Lower Broadford Road. Said infrastructure shall be accommodated in future Blaine County road improvement projects.

Wildlife and Fencing

23. Responsibility for controlling wildlife depredation will belong with the property owner. Any actions taken to alleviate depredation shall be those prescribed by Idaho Department of Fish and Game.
24. Yew plants are unlawful in Blaine County pursuant to Blaine County Code Title 3, Chapter 2. All parts of the yew plant, living or dead, are poisonous and known to cause sudden death to all species of animals, including humans, if ingested.
25. Perimeter fencing should be minimized to avoid entanglement with big game. If livestock fences are necessary, they should be a wildlife-friendly design with a maximum top rail height of 42" and bottom rail height of 18". Fences should not have spikes, pickets or barbs that protrude above the top rail.
26. Residential fences for pet containment should be used for portions of the property near the home, rather than the entire property perimeter. Continuous perimeter fencing that does not follow wildlife-friendly standards creates a barrier to animal movement across the landscape. Impermeable residential fences should either be less than 42" or greater than 84" to prevent animal entanglement with the top of the fence.
27. The feeding of game species or predatory wildlife is prohibited by Idaho Department of Fish and Game. All hay and other livestock feed shall be stored and fed in a manner that does not attract big game or other wildlife. Do not put garbage out until the morning of pick-up.
28. When possible, keep livestock in sheds or barns at night to prevent mountain lion depredation.
29. To prevent depredation or use by mountain lions as day beds, completely enclose any outdoor pet kennels (including the roof), outbuildings, windows wells, and space underneath decks.

Agriculture

30. This property includes and is adjacent to active agriculture uses, which may involve activities occurring during the day or night. These activities may result in the production of noise, odors, and dust and may involve lights, livestock, value-added production, machinery and other inconveniences. All deeds conveying title to this property will contain a restriction prohibiting property owners from challenging lawfully conducted agricultural operations occurring within in the county.
31. DEED RESTRICTION: All deeds conveying title to real property within this subdivision shall include the following deed restriction: "Each Grantee taking this property, or any portion thereof, covenant and agree for the Grantee and Grantee's heirs, executors and assigns, to not challenge any existing or new agricultural uses or operations that are authorized by the Blaine County Zoning Ordinance and conducted within the County and that are or may be lawfully occurring, or authorized by any government agency, as of the date of each deed conveying any rights, title or interest in this property or any portion thereof".
32. GRANTEE'S ACKNOWLEDGMENT AND WAIVER: Each Grantee shall, contemporaneously with the execution of any deed conveying title to real property within this subdivision, sign and record with the Blaine County Recorder the following acknowledgment and waiver, which signing shall be duly acknowledged by a notary public:

"The undersigned acknowledge and agree that the property described in Exhibit A (legal description of the property being conveyed) is either located in, or near, agricultural zone, and that lawful activities within an agricultural zone may occur during the day or night, and may result in the production of noise, odors and dust, and may involve lights, livestock, value-added production, machinery and other inconveniences. Each of the undersigned acknowledges that the conveying title will contain a restriction that will prohibit challenging all agricultural uses or operations authorized by the Blain County Zoning Ordinance and conducted within the County and that are or may be lawfully occurring, or authorized by any governmental agency, as of the date of each deed conveying any right, title or interest in the property described in Exhibit A. Each of the undersigned, for the benefit of any owner of real property within the County, hereby waives any right or cause of action the undersigned may have under law to challenge any such lawfully occurring or authorized agricultural uses or operations".



MARK E. PHILLIPS, P.L.S. 16670

A PLAT SHOWING
DRINKERS OF THE WIND
SUBDIVISION

3 OF 5
PROJECT: 2023-117

PHILLIPS LAND SURVEYING, PLLC
HAILEY, IDAHO



City of Bellevue
115 E Pine Street
PO Box 825 Bellevue, ID 83313
208-788-2128 Fax 208-788-2092
www.bellevueidaho.us

NOTICE OF PUBLIC HEARING

Bellevue Common Council

115 E. Pine Street | Bellevue, Idaho 83313

Monday, February 26, 2024
5:30 p.m. (Approximately)

Consideration of a Final Subdivision Application – Drinkers of the Wind

The subject property consists of the existing Lots 1 and 2, Block 1 within the Bouttier–Williams Subdivision, and Tax Lots 7515 & 7516, Section 36, Township 2 North, Range 18E, Bellevue Townsite

Submitted by Opal Engineering, PLLC

On behalf of:

**Brook Bonner - Drinkers of the Wind (Trust)
Subdivision**

All interested parties may appear and shall be given an opportunity to comment on the matter stated above. Written comments may also be submitted to the City Clerk, P.O. Box 825, Bellevue, Idaho 83313 or mvestsnarr@bellevueidaho.us.

I, designated City Clerk for the City of Bellevue, Idaho, hereby certify that this Public Hearing Notice was published in the Idaho Mountain Express on February 7, 2024, at least 15 days prior to the public hearing, mailed on **February 6, 2024**, to the property owners within 300-feet, immediately adjacent to the subject property, and posted in accordance with the **City of Bellevue Code §11-3-4 (A): Final Plat: Procedure**. Supporting background materials will be available on the city's website: <https://www.bellevueidaho.us/>

**NOTICE OF PUBLIC HEARING
BELLEVUE CITY COUNCIL
FINAL SUBDIVISION PLAT**

NOTICE IS HEREBY GIVEN that on Monday, February 26, 2024, at approximately 5:30 p.m. at the Bellevue City Hall, located at 115 East Pine Street, Bellevue, Idaho, a public hearing will be held to consider a **Final Subdivision Application** submitted by Opal Engineering, PLLC on behalf of Brook Bonner - **Drinkers of the Wind (Trust) Subdivision**. The subject property consists of the existing Lots 1 and 2, Block 1 within the Bouttier – Williams Subdivision, and Tax Lots 7515 & 7516, Section 36, Township 2 North, Range 18E, Bellevue Townsite.

This meeting will be held in person or via *ZOOM*. Supporting background materials will be made available on the city website www.bellevueidaho.us and the City Clerk's office in City Hall during regular city business hours.

NOTICE IS FURTHER GIVEN that at the aforementioned time and place all interested parties may appear and shall be given an opportunity to comment on the matter stated above. Written comments may also be submitted to the City Clerk, P.O. Box 825, Bellevue, Idaho 83313 or via email to: mvestsnarr@bellevueidaho.us.

/s/ Michelle K. Snarr
City Clerk

Publish: Idaho Mountain Express
Wednesday, February 7, 2024

**POSTED: February 6, 2024
MAILED: February 6, 2024**



City of Bellevue

City of Bellevue
Regular Common Council Meeting
February 26, 2024

Agenda Item 9a: NEW BUSINESS:

Consideration and Approval of Ordinance 2024-01, An Ordinance Calling a Special Municipal Revenue Bond Election to be Held for the Purpose of Submitting to the Qualified Electors of the City of Bellevue, Blaine County, Idaho, the Proposition of the Issuance of up to \$7,000,000 Negotiable Water Revenue Bonds of the City of Bellevue, Blaine County, Idaho, to Finance the Design, Acquisition and Construction of Improvements to the Water System and Facilities of the City of Bellevue, Blaine County, Idaho, Providing for the Issuance and Payment of Such Bonds and Design and Construction of Said Improvements, and Providing for Reserve Funding and Payment of Costs of Issuance of the Bonds

Action Item: Chris Johnson, Mayor
Danielle Quade, Hawley Troxell, Bond Counsel

Note: **Per Ms. Quade, a public hearing is not required to adopt the Bond Election Ordinance. The Council will need to suspend the rules and waive the three readings of the ordinance. The ordinance must be adopted no later than the Council's March 11, 2024. The deadline to submit the Bond Question to the County Clerk is March 22, 2024**

Attachment(s): **Ordinance 2024-01, An Ordinance Calling a Special Municipal Revenue Bond Election**

Suggested Motion: Move to approve Ordinance 2024-01, An Ordinance Calling a Special Municipal Revenue Bond Election to be Held for the Purpose of Submitting to the Qualified Electors of the City of Bellevue, Blaine County, Idaho, the Proposition of the Issuance of up to \$7,000,000 Negotiable Water Revenue Bonds of the City of Bellevue, Blaine County, Idaho, to Finance the Design, Acquisition and Construction of Improvements to the Water System and Facilities of the City of Bellevue, Blaine County, Idaho, Providing for the Issuance and Payment of Such Bonds and Design and Construction of Said Improvements, and Providing for Reserve Funding and Payment of Costs of Issuance of the Bonds

BOND ELECTION ORDINANCE NO. 2024-01

AN ORDINANCE CALLING A SPECIAL MUNICIPAL REVENUE BOND ELECTION TO BE HELD FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF BELLEVUE, BLAINE COUNTY, IDAHO, THE PROPOSITION OF THE ISSUANCE OF UP TO \$7,000,000 NEGOTIABLE WATER REVENUE BONDS OF THE CITY OF BELLEVUE, BLAINE COUNTY, IDAHO, TO FINANCE THE DESIGN, ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS TO THE WATER SYSTEM AND FACILITIES OF THE CITY OF BELLEVUE, BLAINE COUNTY, IDAHO, PROVIDING FOR THE ISSUANCE AND PAYMENT OF SUCH BONDS AND DESIGN AND CONSTRUCTION OF SAID IMPROVEMENTS, AND PROVIDING FOR RESERVE FUNDING AND PAYMENT OF COSTS OF ISSUANCE OF THE BONDS.

WHEREAS, the City of Bellevue, Blaine County, Idaho (the “City”), owns and operates a water system and facilities for providing potable water to its citizens (the “System”); and

WHEREAS, it is hereby determined by the Common Council of the City (the “Common Council”) to be necessary and essential to the safety and welfare of the inhabitants of the City to construct and make improvements to the System as hereinafter described (the “Improvements”); and

WHEREAS, the design, acquisition and construction of the Improvements is hereby deemed by the Mayor and Common Council to be required for the public good and welfare, and for the improvement of the health, safety, comfort and convenience of the inhabitants of the City; and

WHEREAS, the System, as improved by the Improvements, shall be operated as a single revenue producing public utility of and for the City; and

WHEREAS, the City does not have funds available to pay the costs of the Improvements; and

WHEREAS, the Common Council has determined that there exists a public necessity and it is advisable to finance the cost of the Improvements through the issuance of revenue bonds of the City pursuant to the provisions of Sections 50-1027 through 50-1042, Idaho Code, as amended (the “Revenue Bond Act”), and applicable provisions of chapter 4, Title 50, Idaho Code, chapter 2 of Title 57, Idaho Code, chapter 9 of Title 57, Idaho Code, and chapter 14 of Title 34, Idaho Code, and in order to do so desires to provide for the holding of a special election as required by said statutes.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the City of Bellevue, Blaine County, Idaho, as follows:

Section 1. The Improvements shall consist of construction, repair, replacement and rehabilitation of the System, including (i) construction of a new spring collection system, (ii) reconstruction of a transmission main, (iii) construction and replacement of watermain improvements, (iv) identifying and repairing leaks in the System and other improvements and betterments to the System.

Section 2. The Improvements shall be designed, acquired and constructed pursuant to the City's Drinking Water Facility Plan, prepared by Mountain Waterworks, Inc. dated December, 2023 (the "Plan"), which Plan provides that the estimated cost of the Improvements is \$9,600,000, plus the expenses properly incident thereto, less grant funds of \$3,304,837 for a total estimated amount of up to \$7,000,000, consisting of, but not limited to, administrative, engineering and other related costs, the costs of issuance of the revenue bonds and any amounts necessary to establish bond reserve funds, if any, and the Mayor and the Common Council hereby approve the Plan.

Section 3. The design, acquisition and construction of the Improvements are hereby ordered.

Section 4. It is necessary and desirable to finance the costs of the Improvements by authorization of the issuance of revenue bonds in an amount not exceeding \$7,000,000 pursuant to a revenue bond election, as provided by the Revenue Bond Act.

Section 5. That a Special Municipal Revenue Bond Election (the "Bond Election") is hereby called to be held in the City on Tuesday, May 21, 2024, for the purpose of submitting to the qualified electors of the City the proposition set forth in the form of ballot appearing in Section 8 hereof.

Section 6. That pursuant to Sections 34-1401 and 50-403, Idaho Code, the Clerk of Blaine County, Idaho (the "County Clerk") shall administer the Bond Election, including scheduling the polling times; preparing and printing the ballots; publishing notice of the Bond Election and the sample ballot as required by Section 34-1406, Idaho Code; and conducting the Bond Election.

Section 7. The City Clerk shall notify the County Clerk that the Common Council has called the Bond Election on behalf of the City by delivering to the County Clerk a copy of this Ordinance, including the forms of the ballot for the Bond Election set forth in Section 8 hereof and the notice of the Bond Election set forth in Section 9 hereof.

Section 8. That the Common Council hereby approves the following form of ballot for the purposes of the Bond Election:

OFFICIAL BALLOT

SPECIAL MUNICIPAL REVENUE BOND ELECTION

CITY OF BELLEVUE, BLAINE COUNTY, IDAHO
TUESDAY, MAY 21, 2024

QUESTION: Shall the City of Bellevue, Blaine County, Idaho (the “City”) issue and sell its negotiable revenue bonds in the amount of up to \$7,000,000 for the purpose of financing the design, acquisition and construction of certain improvements to the City’s water system and facilities (the “System”), the System constituting and being operated as a revenue-producing public utility, and to pay expenses properly incident thereto including costs of reserve funding and issuance of such bonds, said bonds due in such installments as fixed by the Common Council of the City, the last installment due and payable not more than twenty (20) years from the date of the bonds, as more fully provided in Ordinance No. 2024-01 adopted by the Common Council of the City on February 26, 2024 (such revenue bonds shall be payable from the revenues of the System, as improved, and not from ad valorem property taxes)?

The project improvements to be financed by the sale of the proposed bonds include construction, repair, replacement and rehabilitation of the System, including (i) construction of a new spring collection system, (ii) reconstruction of a transmission main, (iii) construction and replacement of watermain improvements, (iv) identifying and repairing leaks in the System and other improvements and betterments to the System, required to ensure the safe and continued operation of the System. The date of the City’s special municipal revenue bond election is May 21, 2024. The principal amount of the proposed bonds to be issued is up to \$7,000,000.

The interest rate anticipated on the proposed bond issue is 2.50% per annum. The total amount estimated to be repaid over the life of the bonds, based on the anticipated interest rate, is \$8,997,936, consisting of \$7,000,000 in principal and \$1,997,936 of interest. The term of the bonds will not exceed twenty (20) years from the date of issuance. The estimated average annual cost to the taxpayer on the proposed bond is a tax of \$0 per \$100,000 of taxable assessed value, per year, based on current conditions.

As of May 21, 2024, the total existing indebtedness of the City, including interest accrued, is \$0.

IN FAVOR OF ISSUING REVENUE BONDS IN THE AMOUNT OF UP TO \$7,000,000 FOR THE PURPOSES → <input type="checkbox"/> PROVIDED BY ORDINANCE NO. ____
AGAINST ISSUING REVENUE BONDS IN THE AMOUNT OF UP TO → <input type="checkbox"/> \$7,000,000 FOR THE PURPOSES PROVIDED BY ORDINANCE NO. ____

(End of form of Official Ballot for the Bond Election)

Section 9. That the Notice of Bond Election shall be in substantially the following form:

NOTICE OF SPECIAL MUNICIPAL REVENUE BOND ELECTION

Pursuant to the laws of the State of Idaho and Ordinance No. 2024-01 of the Common Council of the City of Bellevue, Blaine County, Idaho (the “City”), adopted on February 26, 2024, notice is hereby given that a Special Municipal Revenue Bond Election will be held in the City on Tuesday, May 21, 2024, beginning at the hour of 8:00 A.M. and closing at the hour of 8:00 P.M. on said date, on the question whether the City shall be empowered to issue special revenue bonds of the City in the principal amount of up to \$7,000,000 to be repaid not later than twenty (20) years from the date of issuance of such bonds, to finance certain improvements to the City’s water system and facilities, which system constitutes and is being operated as a revenue-producing public utility, and to pay expenses properly incident thereto including costs of reserve funding and issuance of such bonds.

Notice is further given that only qualified electors of the City, being United States citizens eighteen (18) years of age or older, who have resided in the City for thirty (30) days preceding the election, who are registered or who register at the polls on the day of the election, as provided by law, are entitled to vote at said election.

The project improvements to be financed by the sale of the proposed bonds include construction, repair, replacement and rehabilitation of the System, including (i) construction of a new spring collection system, (ii) reconstruction of a transmission main, (iii) construction and replacement of watermain improvements, (iv) identifying and repairing leaks in the System and other improvements and betterments to the System, required to ensure the safe and continued operation of the System. The date of the City’s special municipal revenue bond election is May 21, 2024. The principal amount of the proposed bonds to be issued is up to \$7,000,000.

The interest rate anticipated on the proposed bond issue is 2.50% per annum. The total amount estimated to be repaid over the life of the bonds, based on the anticipated interest rate, is \$8,997,936, consisting of \$7,000,000 in principal and \$1,997,936 of interest. The term of the bonds will not exceed twenty (20) years from the date of issuance. The estimated average annual cost to the taxpayer on the proposed bond is a tax of \$0 per \$100,000 of taxable assessed value, per year, based on current conditions.

As of May 21, 2024, the total existing indebtedness of the City, including interest accrued, is \$0.

Said election shall be held at the regular polling places for elections in Blaine County, Idaho, or by mail, as indicated below:

**[County Clerk to insert Precincts applicable to City
and Absentee Voting Material]**

(End Form of Notice of Special Municipal Revenue Bond Election)

Section 10. That if at the Bond Election a majority of the qualified registered electors of the City, eighteen (18) years of age or older who have resided in the City for thirty (30) days, voting thereat assent to the issuance of said bonds, as verified by the County Clerk’s certified election results, the negotiable bonds of the City shall be issued as hereinabove provided and shall mature within twenty (20) years from their date and the annual bond maturities thereof shall be payable in accordance with the provisions of the Revenue Bond Act. Such issue will create a new debt to finance the design and construction of the Improvements, fund a reserve fund and to pay the costs of issuance of the bonds, in accordance with the provisions of the Revenue Bond Act.

Section 11. That said negotiable revenue bonds shall be issued if carried as aforesaid and payment shall be made from available sources of revenue of the System, as improved, until principal and interest on the bonds shall have been fully paid, all as to be more fully and particularly provided and set forth in an ordinance or ordinances hereafter passed by the Common Council. Such bonds shall not be a debt of the City and the City shall not be liable thereon, nor shall the bonds be payable out of any funds other than the revenue above specified. Such bonds shall not be payable from ad valorem property taxes.

Section 12. The proper officer or officers of said City are hereby authorized and directed to do all things requisite and necessary to carry out the provisions of this Ordinance.

[The remainder of this page has been left blank intentionally.]

Section 13. This Ordinance shall take effect from and after its passage and publication of the summary substantially in the form attached hereto as Exhibit A, in the manner as required by law.

PASSED by the Common Council of the City this 26th day of February, 2024.

CITY OF BELLEVUE,
BLAINE COUNTY, IDAHO

By: _____
Mayor

ATTEST:

By: _____
City Clerk

EXHIBIT A

Summary of Bond Election Ordinance No. 2024-01, passed February 26, 2024

AN ORDINANCE CALLING A SPECIAL MUNICIPAL REVENUE BOND ELECTION TO BE HELD FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF BELLEVUE, BLAINE COUNTY, IDAHO, THE PROPOSITION OF THE ISSUANCE OF UP TO \$7,000,000 NEGOTIABLE REVENUE BONDS OF THE CITY OF BELLEVUE, BLAINE COUNTY, IDAHO, TO FINANCE THE DESIGN, ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS TO THE WATER SYSTEM AND FACILITIES OF THE CITY OF BELLEVUE, BLAINE COUNTY, IDAHO, PROVIDING FOR THE ISSUANCE AND PAYMENT OF SUCH BONDS AND DESIGN AND CONSTRUCTION OF SAID IMPROVEMENTS, AND PROVIDING FOR RESERVE FUNDING AND PAYMENT OF COSTS OF ISSUANCE OF THE BONDS.

Section 1. Describes the Improvements to the water system and facilities (the “System”) for the citizens of the City of Bellevue, Blaine County, Idaho (the “City”) as follows: construction, repair, replacement and rehabilitation of the System, including (i) construction of a new spring collection system, (ii) reconstruction of a transmission main, (iii) construction and replacement of watermain improvements, (iv) identifying and repairing leaks in the System and other improvements and betterments to the System.

Section 2. The Improvements shall be designed, acquired and constructed pursuant to the City’s Drinking Water Facility Plan, prepared by Mountain Waterworks, Inc. dated December, 2023 (the “Plan”), which Plan provides that the estimated cost of the Improvements is \$9,600,000, plus the expenses properly incident thereto, less grant funds of \$3,304,837 for a total estimated amount of up to \$7,000,000, consisting of, but not limited to, administrative, engineering and other related costs, the costs of issuance of the revenue bonds and any amounts necessary to establish bond reserve funds, if any.

Section 3. Orders the design, acquisition and construction of the Improvements to the System.

Section 4. Deems it necessary and desirable to finance the Improvements by authorizing the revenue bonds in an amount not exceeding \$7,000,000 pursuant to Sections 50-1027 through 50-1042, Idaho Code, as amended (the “Revenue Bond Act”).

Section 5. Calls a Special Municipal Revenue Bond Election to be held in the City on Tuesday, May 21, 2024 (the “Bond Election”), to submit to the qualified electors of the City the proposition whether the City shall issue and sell its revenue bonds to finance the Improvements and related costs and expenses, as set forth in the form of ballot approved therein.

Section 6. Provides that the Clerk of Blaine County, Idaho (the “County Clerk”), shall administer the Bond Election pursuant to Sections 34-1401 and 50-403, Idaho Code.

Section 7. Provides that the City’s Clerk shall deliver to the County Clerk a copy of the Ordinance with the forms of the ballot and notice of the Bond Election.

Section 8. Approves the form of ballot for the Bond Election.

Section 9. Sets forth the substantial form of the Notice of Special Municipal Revenue Bond Election.

Section 10. Sets forth that if a majority of the qualified registered electors of the City voting at the Bond Election assent to the issuance of the bonds, the bonds of the City shall be issued, which bonds shall mature within twenty (20) years of their date with annual bond maturities payable in accordance with the Revenue Bond Act.

Section 11. Provides that payment of the revenue bonds shall be made from available sources of revenue of the System, as improved, until fully paid, as more fully provided in an ordinance to be passed by the Common Council. Such bonds shall not be payable from ad valorem property taxes.

Section 12. Authorizes the proper officers of the City to do all things requisite and necessary to carry out the provisions of the Ordinance.

Section 13. Provides that the Ordinance shall take effect from and after its passage and publication of this summary as required by law.

Exhibit A: Sets forth this summary for publication.

The full text of Bond Election Ordinance No. 2024-01 is available at the office of the City Clerk of the City of Bellevue, Idaho, and will be provided to any citizen upon personal request during normal business hours.

Approved this 26th day of February, 2024.

CITY OF BELLEVUE,
BLAINE COUNTY, IDAHO

Mayor

ATTEST:

City Clerk

CERTIFICATION OF COUNSEL

I, the undersigned, the legal advisor to the City of Bellevue, Idaho, hereby certify that I have read the attached Summary of Bond Election Ordinance No. 2024-01 of the City, and that the same is true and complete and provides adequate notice to the public of the contents of said ordinance.

Dated as of this ____ day of _____, 2024.

By: _____

CERTIFICATE OF THE CLERK

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting Clerk of the City of Bellevue, Blaine County, Idaho (the “City”), and keeper of the records of the Common Council (the “Common Council”); and

I HEREBY CERTIFY:

1. That the attached is a true and correct copy of Bond Election Ordinance No. 2024-01 of the City (the “Ordinance”), as finally passed at a special meeting of the Common Council held on the 26th day of February, 2024, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Common Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ of _____, 2024.

Clerk



City of Bellevue

City of Bellevue
Regular Common Council Meeting
February 26, 2024

Agenda Item 9b: NEW BUSINESS:

Consideration and Approval of an On-Street Parking Improvements Application, Submitted by Jolyon Sawyer, Vital Ink Architecture, on Behalf of Mountain Rides Transportation Authority for the Installation of “Street” Improvements and Three (3) Parking Spaces in the City’s Right-of-Way in conjunction with Mountain Rides’ Expansion *on the north side of Clover Street* at Approximately 117 Clover Street, per Bellevue Code Title 10 §10-21-3 (E.2)

Action Item: Dave Petrie, Galena-Benchmark Engineering

Notes:

In accordance with the City of Bellevue Code, Title 10 §10-21-3 (E.2) – Off Street Parking and Loading | (3) Additional Parking Requirements, **(E.2) Credits for On Street Parking Improvements**

Any real property or business owner wishing to construct such on street parking improvements shall make written application to the Common Council. The application shall include construction drawings of the proposed improvements stamped by a civil engineer licensed in the State of Idaho. The application form shall be furnished by the City, and the applicant shall provide all other information as may be reasonably required by the City. The applicant shall also reimburse the City for all engineering costs incurred by the City in the review of the application prior to final consideration of the application by the City. The Council shall determine the location of new parking spaces to be created by such on street parking improvements. Such on street parking requirements shall include concrete curbs, gutters and sidewalks, asphalt paving, storm drainage, street trees and irrigation, parking lines, street lighting and any other improvements considered necessary or appropriate by the Council. The location of the construction of such on street parking improvements shall begin at street corners and thereafter be constructed in a continuous manner. If construction of such on street parking improvements begins at a corner, then the applicant shall improve the entire corner to the point where parking spaces may begin again. The Administrator shall **give notice by United States mail to each property owner within three hundred feet (300')** of the external boundaries of the land being considered for parking improvements of the date of the meeting at which the City Council shall consider the application.

Notes (continued): **Please refer to:** Design Review Plan, Sheet A1.1 (Site and Landscape Plan):

It does not appear the parking improvements begin at a corner

Please refer to: “description of work” attached to the Application:

The required Civil Engineering drawings are still “in-process.” A condition of approval should be the submission of Final Civil Engineering Drawings for review by the City Engineer; in addition to, the reimbursement for all engineering costs incurred by the City in the review of the application

Written Notice: Mailed February 15, 2024

Attachments:

- On-Street Parking Improvements Application
- Design Review Plan, Sheet A1.1 (Site and Landscape Plan)
- Mountain Rides “red-lined” Civil Engineering (full size located in the Clerk’s office)
- 300-foot adjoiners notice

Suggested Motin:

Move to approve the On-Street Parking Improvements Application for the installation of three (3) parking spaces in the City’s right-of-way submitted by Mountain Rides Transportation Authority located on the north side of Clover Street at approximately 117 Clover Street with the following conditions 1 -3:

1. *The Applicant shall submit the final Civil Engineering drawings of the proposed improvements stamped by a civil engineer licensed in the State of Idaho prior to any construction for review by the City Engineer.*
2. *The applicant shall reimburse the City for all engineering costs incurred by the City in the review of the application*
3. *All on street parking requirements shall be constructed as required by the City of Bellevue Code Title 10 § 10-21-3 (E.2), which include:*
 - a. *concrete curbs, gutters and sidewalks, asphalt paving, storm drainage, street trees and irrigation, parking lines, street lighting and any other improvements considered necessary or appropriate; and,*
 - b. *the location of the construction of such on street parking improvements shall begin at street corners and thereafter be constructed in a continuous manner.*

On-Street Parking Improvements Application



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

FOR OFFICE USE ONLY

DATE APPLIED 02.16.2023

Applicant Information		On-Street Parking Improvements Fee: \$100.00	
Business / Project Name: MTN RIDES EXPANSION			
Owner / Applicant Name: MOUNTAIN RIDES TRANSPORTATION AUTHORITY			
Phone # (208) 720-2937		Email: Wally@mountainrides.org	
Location of On-Street Parking Improvements: NORTH SIDE OF CLOVER STREET			
Mailing Address: MTN RIDES P.O. BOX 3091 KETCHUM, IDAHO 83340			
Property Legal Description: LOTS 5-7 SOUTHERN BELLE BUSINESS PARK BLOCK #1			
Contractor Name/Information: NOT YET BID/ DETERMINED			
Bona fide cost estimate: NOT YET BID/ DETERMINED- ARCH ESTIMATE FOR OFF STREET PARKING: \$35,000			
City Public Right-of-Way	Number of Proposed Parking Spaces: (3)	Zoning District: LI	Distance from Real Property: ADJACENT
Description of Work/Improvements:			ZERO FT
Please see attached document			WILL BE PROVIDED WHEN CONTRACTOR IS SELELCTED
Acknowledgement			
<p>*This application, and all required material in Bellevue Code 10-21-3: (E). Credit for On-Street Parking Improvements is due no less than 15 days prior to the next regularly scheduled meeting date of the Bellevue Common Council. This includes but is not limited to plans, specifications, drawings, engineering data and other information. On-Site Parking Improvements must be approved by Bellevue Common Council.</p> <p>The undersigned hereby agrees to comply with all terms and conditions of such On-Street Parking Improvements Application as defined in Bellevue Code Title 10 Chapter 21 and to comply with all federal, state and City laws, rules and regulations with regard to all work done relative to such application. In addition to such an On-Street Parking Improvements Application, the Applicant must apply for and receive Street Excavation Permit for any work to be done on any city street or alley in accordance with the Bellevue Street Standards Ordinance.</p> <p>The location of the construction of such on street parking improvements shall begin at street corners and thereafter be constructed in a continuous manner. If construction of such on street parking improvements begins at a corner, then the applicant shall improve the entire corner to the point where parking spaces may begin again.</p> <p>* ALL LEGAL, ENGINEERING, OTHER CONSULTANT REVIEW FEES, AND FEES ASSOICATED WITH MAILING POPERTY OWNERS WITHIN 300-FEET (300') SHALL BE REIMBURSED AT 100% BY THE APPLICANT.</p>			
Applicant's Signature:		Date: 16 FEB, 2024	
Official Use Only			
Community Development Signature: /s/ Michelle K. Snarr		Date: 02.16.2024	

February 9, 2024

City of Bellevue
Common Council

Meeting Date: February 26, 2024

The Mountain Rides Transit Authority (MRTA) is requesting the City of Bellevue City Council to consider/allow for making improvements in the Public right of Way associated with the expansion of their facility. I have included the Design Review package that was approved by Bellevue P&Z Commission along with in-progress Civil Engineering drawings.

The request for consideration is for three areas of improvement in the City Right of Way:

RADIANT HEATING/SNOWMELT

The new addition project warrants multiple circulation routes for the buses and staff/ guest parking areas exiting southward off the MRTA property. All of the onsite outdoor surfaces for circulation will be having snowmelt/radiant heating installed to address snow maintenance/ safety of said areas or under cover of a proposed carport. The request is to continue this maintenance and safety snowmelt/radiant heating be installed in the area from the common property line southwards on the City of Bellevue's property to the north side of the new/improved sidewalk.

MRTA understands that operational costs and maintenance of said snowmelt system will remain their responsibility. Upon approval of the request both parties will coordinate whatever legal agreement needs to be established and approved to memorialize the agreement.

PARKING

Due to the combined parking needs of the MRTA facility, parking is addressed in a variety of ways for this project. A total City required parking per building size is (20) spaces. However, staff and guest needs will not exceed (11) spaces. There are on-site parking spaces to address this need under the carport, surface and several spaces inside the building. The spaces in the building are for the bus drivers/staff. The bus drivers pick up their buses at the start of their shift, park their personal car in the facility, and at the end of their shift exchanges the bus and removes their personal vehicle. MRTA has a required parking need for additional spaces getting to the total of (20) which equals the City requirement. This additional parking space requirement is due to a Park and Ride program associated with their Federal Financing for their business and the funding of this facility expansion. The parking spaces requested in the public way are for the "general" public who will be bus riding customers. Thus, MRTA is proposing the constructing of (3) parking spaces in the public right of way. This will require new sidewalk, curb and gutter and other improvements as shown on the civil sheets for these new parallel parking spaces. Again, these are not for staff use, these spaces are for the general public. They would not be signed for a specific user, rather available to the general public

CLOVER STREET ASPHALT AND DRAINAGE IMPROVEMENT

Due to the new facility having buses leave going southward, the existing grade/ elevation change of the MRTA property on the south side has challenges that need to be addressed. The proposed solution involves the relationship with existing sidewalk, curb, gutter and crown of Clover Street. Civil engineering improvements are needed to accommodate successful grade transitions for the buses. The elevation as exists is too steep for a bus to leave and join the street without scraping of their underside. To address this condition the building inside has a portion per each new bus bay that is ramped, exterior grades on site are sloped, and new gutters/ sidewalks are also sloped to safe degrees allowed by code and per industry standards. The request is for changing gutter design to a lower profile, raising the gutter/ sidewalk elevation a few inches and slightly regrading the street to the crown on the center of Clover

sheet. All of these improvements are designed to City standards. All of these improvements would be constructed as part of this project and expenses covered by MRTA. Additionally, drainage will be installed not only for the new addition on the south property line area, but also in front of the existing facility on the south property line as well. The existing drainage as installed allows run-off from private property onto public property which is not proper. The new improvements will address this existing condition making the entire MRTA southern property area have proper grading and drainage.

Let me know if anything additional is needed. I will be dropping off the "Full" size drawings (civil engineers drawings only) as you requested later today. Please submit these resources for City Council consideration at their soonest possible council meeting for their consideration. I have labeled the areas described above with "red" text and red outlines on the civil engineers' drawings for further visual clarity, and the 300' adjoiners info is also attached.

Jolyon H. Sawrey
Architect, LEED BD+C

MOUNTAIN RIDES EXPANSION

BELLEVUE, IDAHO

FEBRUARY 2024



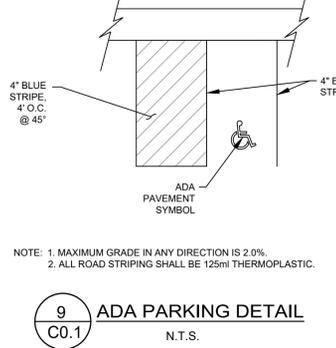
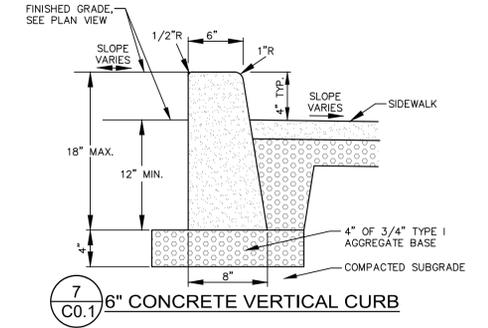
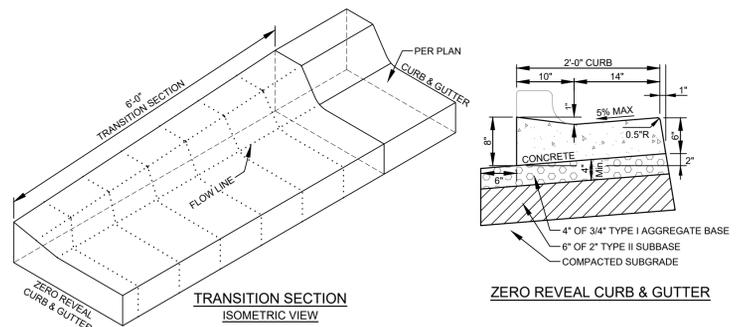
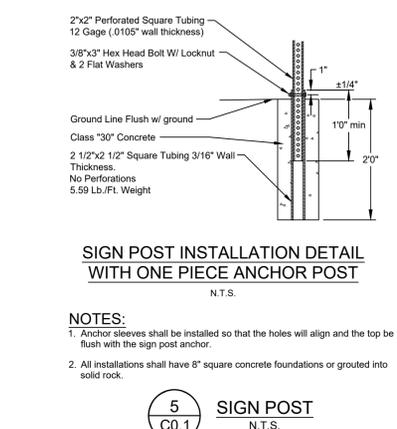
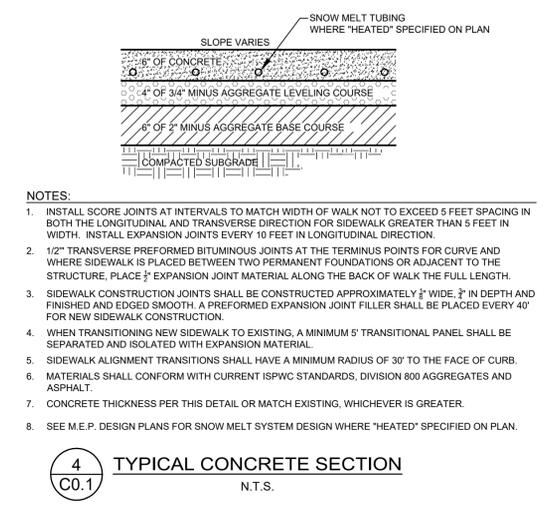
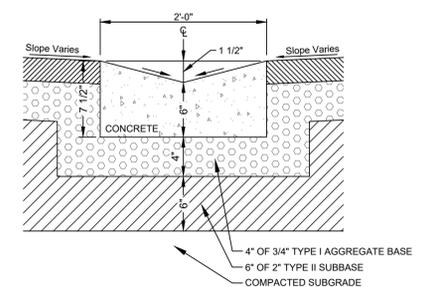
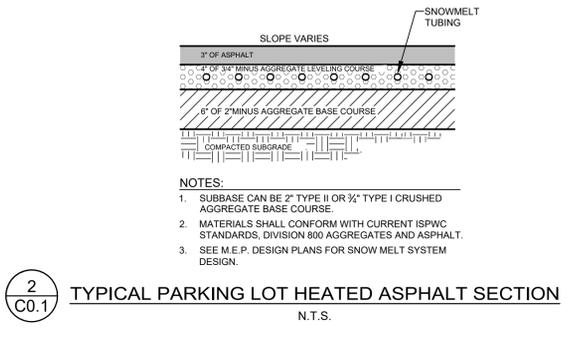
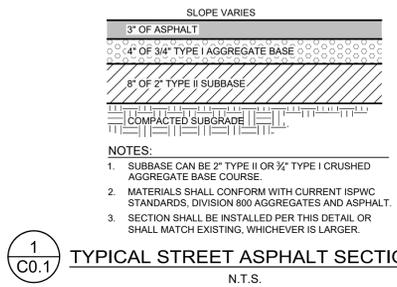
OPAL ENGINEERING, PLLC
PO BOX 2630 - BELLEVUE, ID 83833
WWW.OPAL-ENGINEERING.COM

GENERAL CONSTRUCTIONS NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPCW) AND CITY OF BELLEVUE STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPCW AND CITY OF BELLEVUE STANDARDS ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPCW SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPCW SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE. GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
 - PROOF-ROLLING:** AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
 - IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPCW 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPCW 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPCW SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPCW SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPCW SECTION 805.
- ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL CONCRETE WORK SHALL CONFORM TO ISPCW SECTIONS 701, 703, AND 705 AND CITY OF BELLEVUE STANDARD SPECIFICATION. ALL CONCRETE SHALL BE 4,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPCW SECTION 703, TABLE 1 WITH A MINIMUM OF 1.5 LBS/CY FIBER REINFORCEMENT. IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE-FORMING CURING COMPOUND, TYPE 2, CLASS A PER ASTM C 309-94. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS. CONTRACTOR SHALL PROVIDE MIX DESIGN, CURING AND PROTECTION PLAN (ISPCW 703.3.5), AND POST POUR CURE SEALING COMPOUND TYPE AND APPLICATION PLAN TO CITY OF BELLEVUE PRIOR TO INSPECTIONS.
- ALL TRENCHING SHALL CONFORM TO ISPCW STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- EXISTING CONDITIONS AND BOUNDARY INFORMATION SHOWN HEREON ARE PER A SURVEY CONDUCTED BY GALENA-BENCHMARK ENGINEERING, INC. DATED SEPTEMBER 29, 2023. EXISTING WATER AND SEWER SERVICE SHOWN HEREON ARE APPROXIMATE PER DESIGN DRAWINGS BY GALENA ENGINEERING DATED MARCH 06, 2015 FOR THE CONSTRUCTION OF THE MOUNTAIN RIDES SOUTH VALLEY FACILITY.

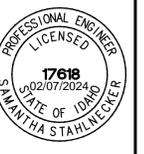
SHEET INDEX

SHEET#	DESCRIPTION
C0.1	COVER SHEET AND DETAIL SHEET
C0.2	DETAIL SHEET
C0.9	DEMOLITION PLAN
C1.0	GEOMETRY AND GRADING PLAN
C1.1	SITE AND UTILITY IMPROVEMENTS PLAN



PURPOSE: ISSUE FOR CITY COUNCIL REVIEW (02/07/2024)

REVISION NO	DATE	DESCRIPTION



PRELIMINARY NOT FOR CONSTRUCTION

COVER SHEET AND DETAIL SHEET

MOUNTAIN RIDES EXPANSION
PREPARED FOR MOUNTAIN RIDES TRANSPORTATION

23043
PROJECT NUMBER

C0.1

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extensions of this project except by agreement in writing with Opal Engineering, PLLC.

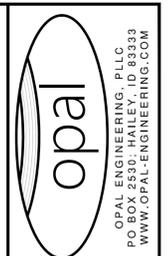


NOTES
SEE SHEET C0.1 FOR CONSTRUCTION GENERAL NOTES.

- LEGEND**
- EXISTING ITEMS**
- PROPERTY LINE
 - ADJOINER'S LOT LINE
 - CENTER LINE OF RIGHT OF WAY
 - EASEMENT, TYPE & WIDTH AS SHOWN
 - FOUND 1/2" REBAR
 - FOUND 5/8" REBAR
 - SET 5/8" REBAR, PL520893
 - CALCULATED POINT, CORNER LANDS IN WALL
 - 5' CONTOUR INTERVAL
 - 1' CONTOUR INTERVAL
 - FENCE LINE
 - BUILDING
 - CURB & GUTTER
 - ASPHALT
 - CONCRETE SIDEWALK
 - RETAINING WALL
 - SIGN
 - GAS METER
 - GAS MARKER
 - CABLE TV RISER
 - TELEPHONE RISER
 - POWER METER
 - POWER POLE
 - OVERHEAD POWER LINE
 - POWER BOX
 - APPROXIMATE WATER MAIN, SEE GENERAL CONSTRUCTION NOTE 16
 - APPROXIMATE WATER SERVICE, SEE GENERAL CONSTRUCTION NOTE 16
 - APPROXIMATE SEWER MAIN, SEE GENERAL CONSTRUCTION NOTE 16
 - APPROXIMATE SEWER SERVICE, SEE GENERAL CONSTRUCTION NOTE 16
 - SEWER MANHOLE
 - SEWER CLEANOUT
 - CATCH BASIN
 - DRY WELL
 - VALVE BOX
- PROPOSED ITEMS**
- SAWCUT LINE
 - ASPHALT TO BE REMOVED
 - CONCRETE TO BE REMOVED
 - BUILDING TO BE DEMOLISHED / REMOVED PER ARCHITECTURAL PLANS

- DEMOLITION KEYNOTES**
- D01 SAWCUT EXISTING ASPHALT OR CONCRETE PAVING.
 - D02 DEMOLISH, REMOVE, AND DISPOSE OF EXISTING ASPHALT. WHERE EXISTING RADIANT HEAT SYSTEM EXISTS, REPAIR DAMAGE OR INTEGRATE WITH PROPOSED HEATING SYSTEM.
 - D03 DEMOLISH, REMOVE, AND DISPOSE OF EXISTING CONCRETE SIDEWALK TO THE NEXT NEAREST JOINT FOR CLEAN REMOVAL. WHERE EXISTING RADIANT HEAT SYSTEM EXISTS, REPAIR DAMAGE OR INTEGRATE WITH PROPOSED HEATING SYSTEM.
 - D04 DEMOLISH EXISTING BUILDING PER ARCHITECTURAL PLANS.
 - D05 REMOVE EXISTING SIGN.
 - D06 REMOVE EXISTING POWER TRANSFORMER. COORDINATE WITH IDAHO POWER.
 - D07 REMOVE AND DISPOSE EXISTING DRYWELL.

- RETAIN AND PROTECT:**
- 1. EXISTING CATCH BASIN
 - 2. EXISTING SIGN
 - 3. EXISTING GREASE INTERCEPTOR AND CLEANOUTS PER M.E.P. DESIGN
 - 4. EXISTING COMMUNICATIONS PEDESTAL



PURPOSE: ISSUE FOR CITY COUNCIL REVIEW (02/07/2024)

REVISION NO.	DATE	DESCRIPTION



PRELIMINARY NOT FOR CONSTRUCTION

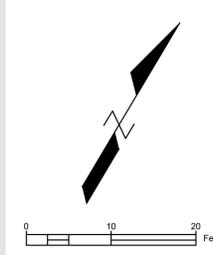
DEMOLITION PLAN

MOUNTAIN RIDES EXPANSION

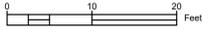
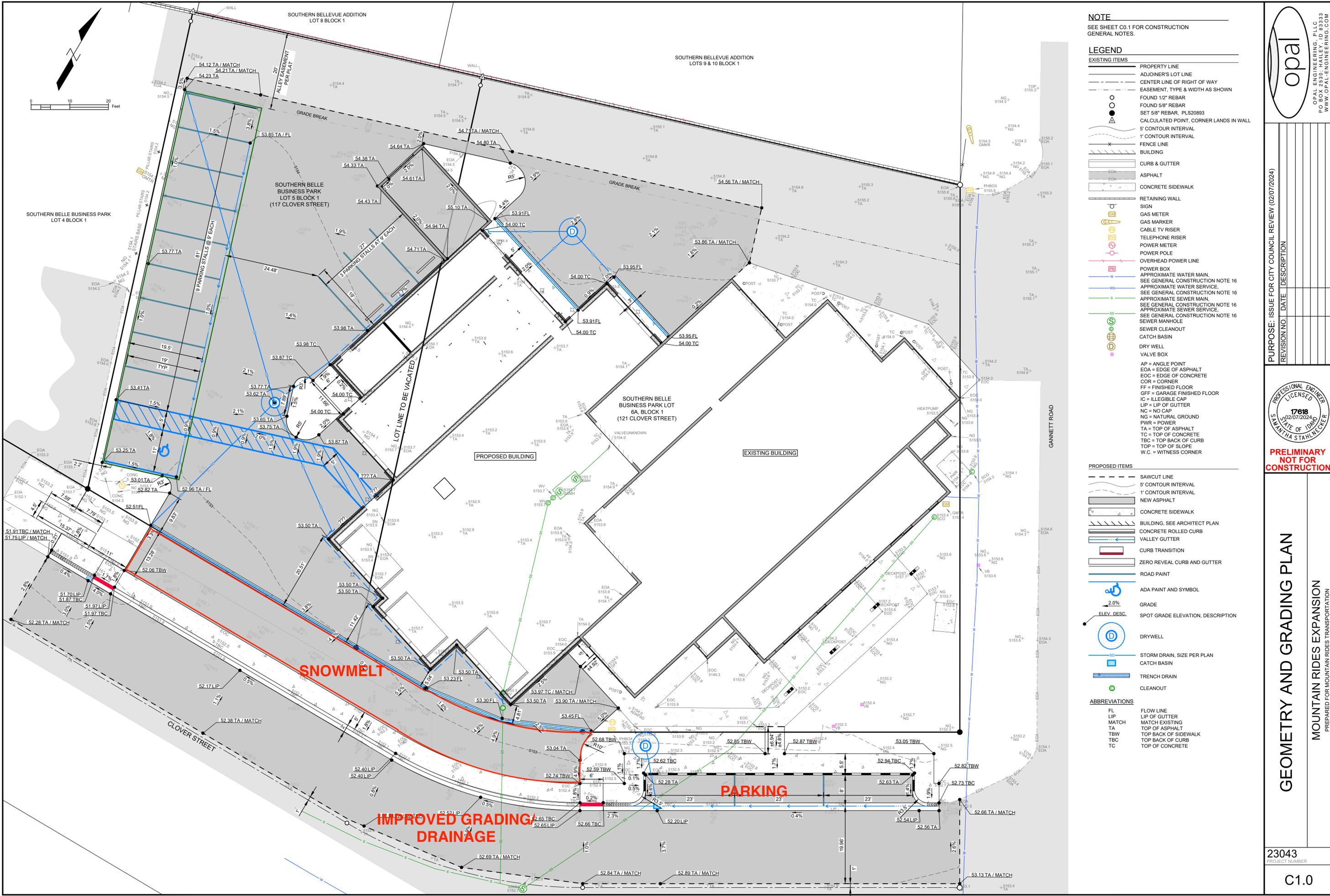
PREPARED FOR MOUNTAIN RIDES TRANSPORTATION

23043
PROJECT NUMBER

C0.9



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NOTE
SEE SHEET C0.1 FOR CONSTRUCTION GENERAL NOTES.

LEGEND

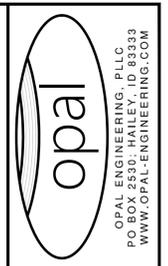
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 - ASPHALT
 - CONCRETE SIDEWALK
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 - APPROXIMATE WATER SERVICE, SEE GENERAL CONSTRUCTION NOTE 16
 - APPROXIMATE SEWER MAIN, SEE GENERAL CONSTRUCTION NOTE 16
 - APPROXIMATE SEWER SERVICE, SEE GENERAL CONSTRUCTION NOTE 16
 - SEWER MANHOLE
 - SEWER CLEANOUT
 - CATCH BASIN
 - DRY WELL
 - VALVE BOX
 - AP = ANGLE POINT
 - EOA = EDGE OF ASPHALT
 - EOC = EDGE OF CONCRETE
 - COR = CORNER
 - FF = FINISHED FLOOR
 - GFF = GARAGE FINISHED FLOOR
 - IC = ILLEGIBLE CAP
 - LIP = LIP OF GUTTER
 - NC = NO CAP
 - NG = NATURAL GROUND
 - PWR = POWER
 - TA = TOP OF ASPHALT
 - TC = TOP OF CONCRETE
 - TBC = TOP BACK OF CURB
 - TOP = TOP OF SLOPE
 - W.C. = WITNESS CORNER

PROPOSED ITEMS

- SAWCUT LINE
- 5' CONTOUR INTERVAL
- 1' CONTOUR INTERVAL
- NEW ASPHALT
- CONCRETE SIDEWALK
- BUILDING, SEE ARCHITECT PLAN
- CONCRETE ROLLED CURB
- VALLEY GUTTER
- CURB TRANSITION
- ZERO REVEAL CURB AND GUTTER
- ROAD PAINT
- ADA PAINT AND SYMBOL
- GRADE
- ELEV. DESC. SPOT GRADE ELEVATION, DESCRIPTION
- DRYWELL
- STORM DRAIN, SIZE PER PLAN
- CATCH BASIN
- TRENCH DRAIN
- CLEANOUT

ABBREVIATIONS

- FL FLOW LINE
- LIP LIP OF GUTTER
- MATCH EXISTING
- TA TOP OF ASPHALT
- TBW TOP BACK OF SIDEWALK
- TBC TOP BACK OF CURB
- TC TOP OF CONCRETE



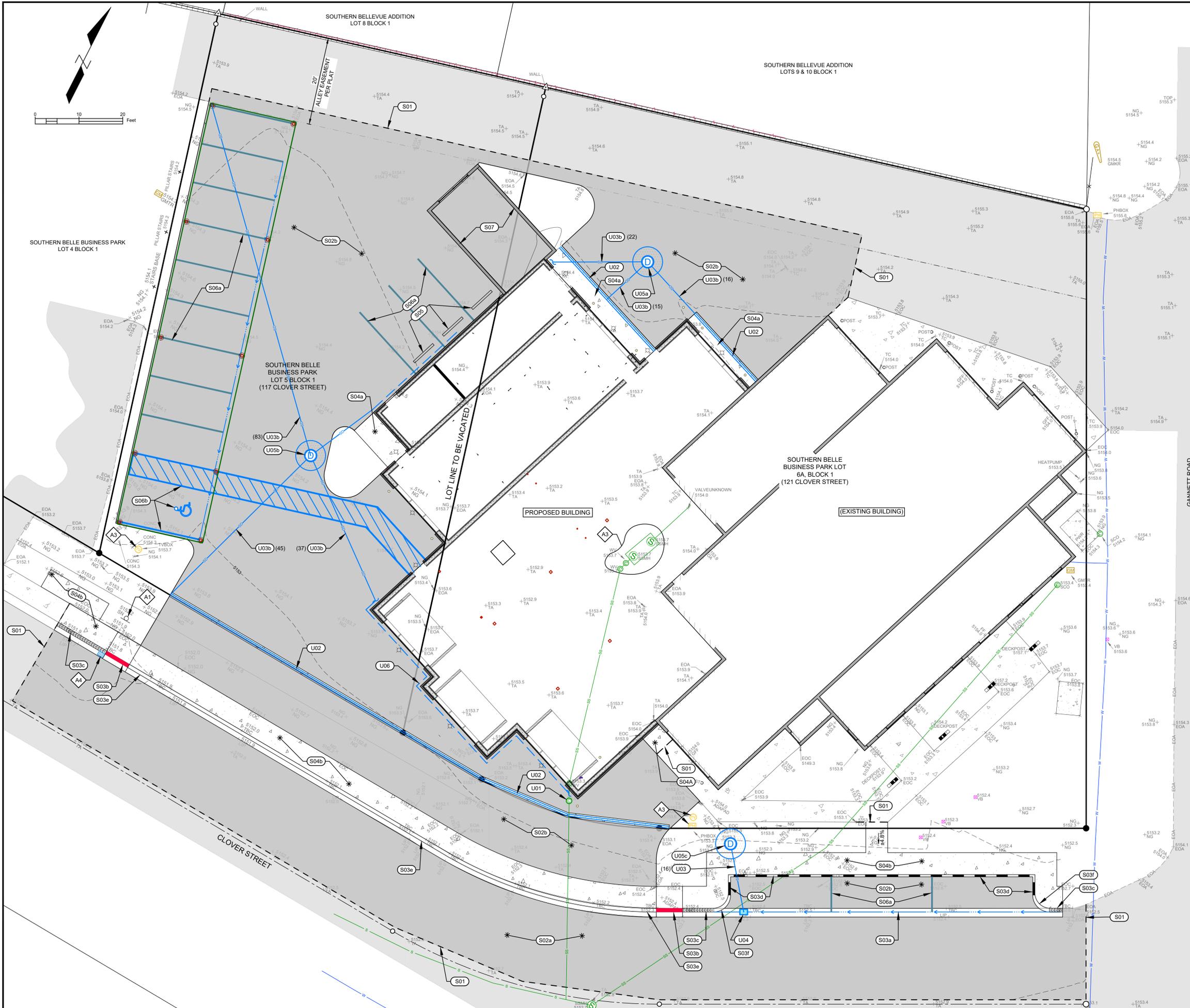
REVISION NO.	DATE	DESCRIPTION



PRELIMINARY NOT FOR CONSTRUCTION

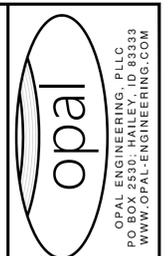
GEOMETRY AND GRADING PLAN
 MOUNTAIN RIDES EXPANSION
 PREPARED FOR MOUNTAIN RIDES TRANSPORTATION
 PROJECT NUMBER 23043
C1.0

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this project except by agreement in writing with Opal Engineering, PLLC.



- NOTES**
- SEE SHEET C0.1 FOR CONSTRUCTION GENERAL NOTES AND DETAILS.
 - SEE SHEET C0.2 FOR DETAILS.
 - SEE SHEET C1.0 FOR EXISTING AND PROPOSED CONDITIONS LEGEND.
- SITE IMPROVEMENT KEY NOTES**
- (S01) SAWCUT EXISTING ASPHALT OR CONCRETE. CONCRETE SHALL BE REMOVED TO NEXT NEAREST JOINT.
 - (S02) ASPHALT:
 - a. CONSTRUCT ASPHALT ROADWAY. SEE DETAIL 1, SHEET C0.1.
 - b. CONSTRUCT HEATED ASPHALT PARKING LOT. SEE DETAIL 2, SHEET C0.1.
 - (S03) CONSTRUCT CONCRETE ITEM:
 - a. CONSTRUCT 2' WIDE VALLEY GUTTER. SEE DETAIL 3, SHEET C0.1.
 - b. CURB TRANSITION PER DETAIL 6, SHEET C0.1.
 - c. 3" ROLLED CURB PER ISPWC STANDARD DRAWING NO. SD-702.
 - d. VERTICAL CURB PER DETAIL 7, SHEET C0.1.
 - e. ZERO REVEAL CURB AND GUTTER PER DETAIL 6, SHEET C0.1.
 - f. TRANSITION FROM 3" ROLLED CURB AND GUTTER TO VERTICAL CURB.
 - (S04) CONSTRUCT CONCRETE SIDEWALK. PER DETAIL 4, SHEET C0.1.
 - a. HEATED
 - b. NOT HEATED
 - (S05) INSTALL PRECAST CONCRETE CURB STOP PER MANUFACTURER'S RECOMMENDATIONS.
 - (S06) INSTALL ROAD STRIPING / PAINT.
 - a. WHITE ASPHALT PARKING STRIPING (4" WIDE). MATCH CITY PATTERNS.
 - b. BLUE ADA PARKING STRIPING (4" WIDE) AND SYMBOL. SEE DETAILS 8 AND 9, SHEET C0.1.
 - (S07) PROPOSED GENERATOR ENCLOSURE. SEE ARCHITECTURAL PLANS.
- UTILITY KEY NOTES**
- (U01) INSTALL 4" TRAFFIC RATED SEWER CLEANOUT PER ISPWC SD 506-A.
 - (U02) INSTALL NDS 5" PRO SERIES CHANNEL DRAIN WITH HEAT TAPE AND HEAVY DUTY GRATE. INSTALL PER MANUFACTURER'S RECOMMENDATIONS WITH CONCRETE ENCASEMENT.
 - (LF) (U03) INSTALL D-3034 PVC STORM DRAIN PIPE WITH A MINIMUM SLOPE OF 2.0%. SEE DETAIL 1 / C0.2 FOR TRENCHING.
 - a. 12" Ø
 - b. 6" Ø
 - (U04) INSTALL CATCH BASIN. SEE DETAIL 2, SHEET C0.2.

INV. = 5151.96
INV. OUT = 5147.96 (N)
 - (U05) INSTALL DRYWELL. SEE DETAIL 3, SHEET C0.2.
 - a. RIM = 5154.2
INV. IN = 5150.1 (E)
INV. IN = 5150.1 (S)
INV. IN = 5149.0 (W)
 - b. RIM = 5153.52
INV. IN = 5148.59 (S)
INV. IN = 5149.14 (N)
INV. IN = 5149.2 (E)
RIM = 5152.8
INV. IN = 5147.66 (S)
 - c. RIM = 5152.8
INV. IN = 5147.66 (S)
 - (U06) INSTALL 6" Ø D-3034 PVC ROOF DRAIN COLLECTION PIPE @ S = 1.0% MIN. ALONG FOUNDATION.
- RETAIN AND PROTECT:**
- EXISTING SIGN
 - EXISTING GREASE INTERCEPTOR
 - EXISTING COMMUNICATIONS PEDESTAL
 - EXISTING CATCH BASIN



PURPOSE: ISSUE FOR CITY COUNCIL REVIEW (02/07/2024)

REVISION NO.	DATE	DESCRIPTION



**PRELIMINARY
NOT FOR
CONSTRUCTION**

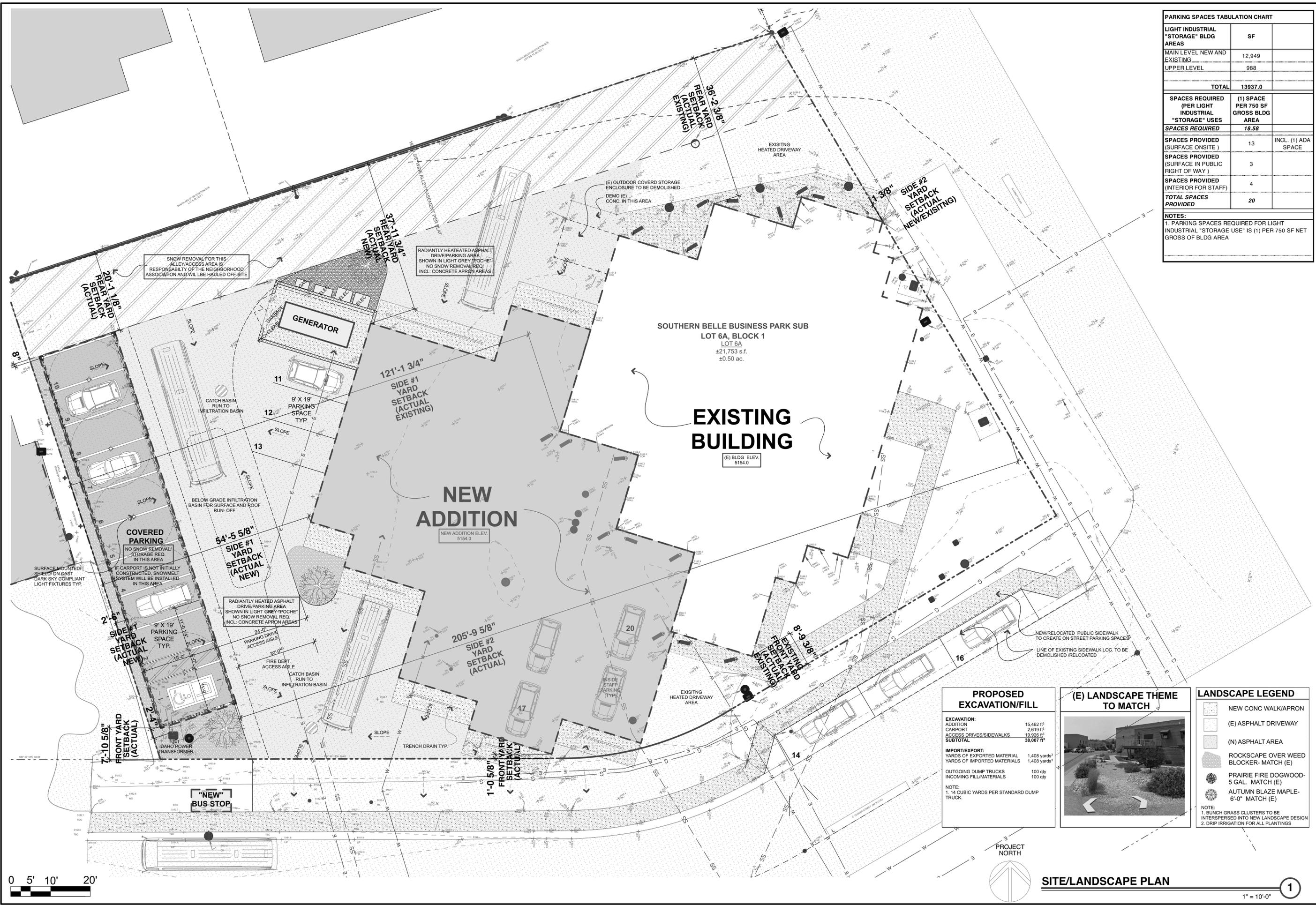
**SITE AND UTILITY
IMPROVEMENTS PLAN**

MOUNTAIN RIDES EXPANSION
 PREPARED FOR MOUNTAIN RIDES TRANSPORTATION

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Opal Engineering, PLLC.

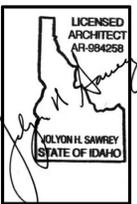
23043
PROJECT NUMBER

C1.1



PARKING SPACES TABULATION CHART	
LIGHT INDUSTRIAL "STORAGE" BLDG AREAS	SF
MAIN LEVEL NEW AND EXISTING	12,949
UPPER LEVEL	988
TOTAL	13937.0
SPACES REQUIRED (PER LIGHT INDUSTRIAL "STORAGE" USES)	(1) SPACE PER 750 SF GROSS BLDG AREA
SPACES REQUIRED	18.58
SPACES PROVIDED (SURFACE ONSITE)	13 INCL. (1) ADA SPACE
SPACES PROVIDED (SURFACE IN PUBLIC RIGHT OF WAY)	3
SPACES PROVIDED (INTERIOR FOR STAFF)	4
TOTAL SPACES PROVIDED	20

NOTES:
1. PARKING SPACES REQUIRED FOR LIGHT INDUSTRIAL "STORAGE USE" IS (1) PER 750 SF NET GROSS OF BLDG AREA



AN EXPANDED BUS FACILITY

MTN RIDES EXPANSION

BELLEVUE, IDAHO

BELLEVUE DESIGN REVIEW



REVISIONS

DATE
07 DEC, 2023

A1.1



SITE/LANDSCAPE PLAN

1" = 10'-0"

1

PLOT# 12/23 11:17 PM



City of Bellevue
115 E Pine Street
PO Box 825
Bellevue, ID 83313
Office: (208) 788-2128 | **Fax:** (208) 788-2092
www.bellevueidaho.us

February 15, 2024

Dear Property Owner:

The purpose of this letter is to inform you that the City of Bellevue received an application submitted by Vital Ink Architecture on behalf of Mountain Rides Transportation Authority for a On-Street Parking Improvements Application located at 117 and 121 Clover Street, Bellevue, Idaho.

The applicant is requesting the Common Council to consider and approve Mountain Rides Transportation Authority's application to make improvements in the city's public right-of-way, which is associated with the expansion of their facility.

The specific request for consideration is for three (3) on-street parking improvements in the right-of-way in accordance with Bellevue City Code § 11-21-3 (E.2): Additional Parking Requirements | Credits for on Street Parking Improvements

The application will be considered and reviewed with the submitted associated materials by the Bellevue Common Council on **February 26, 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 25, 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,

Michelle K. Vest Snarr

Michelle K. Snarr, City Clerk
City of Bellevue, Idaho

I, designated City Clerk for the City of Bellevue, Idaho, hereby certify that the 10-day notice for the On-Street Parking Improvements Application, submitted by Vital Ink Architecture, was mailed on February 15, 2024, to the owners of property within 300-feet, immediately adjacent to the subject property, in accordance with Bellevue City Code, Title 11, Chapter 21, Section 11-21-3 (E.2), Additional Parking Requirements | Credits for on Street Parking Improvements.



Ciudad de Bellevue
115 E Calle Pino
Apartado postal 825
Bellevue, ID 83313
Oficina: (208) 788-2128 | Fax: (208) 788-2092
www.bellevueidaho.us

15 de Febrero de 2024

Estimado propietario:

El propósito de esta carta es informarle que la ciudad de Bellevue recibió una solicitud presentada por Vital Ink Architecture en nombre de la Autoridad de Transporte de Mountain Rides para una Solicitud de mejoras al estacionamiento en la calle ubicada en 117 y 121 Clover Street, Bellevue, Idaho.

El solicitante solicita al Consejo Común que considere y apruebe la solicitud de la Autoridad de Transporte de Mountain Rides para realizar mejoras en el derecho de paso público de la ciudad, lo cual está asociado con la expansión de sus instalaciones.

La solicitud específica para consideración es para tres (3) mejoras de estacionamiento en la vía en el derecho de paso de acuerdo con el Código de la Ciudad de Bellevue § 11-21-3 (E.2): Requisitos de estacionamiento adicionales | Créditos para mejoras en el estacionamiento en la calle

La solicitud será considerada y revisada con los materiales asociados presentados por el Consejo Común de Bellevue el 26 de febrero de 2024, aproximadamente a las 5:30 p.m. en el Ayuntamiento de Bellevue ubicado en 115 East Pine Street, Bellevue, Idaho.

La solicitud será considerada y revisada con los materiales asociados presentados por el Consejo Común de Bellevue el 26 de febrero de 2024, aproximadamente a las 5:30 p.m. en el Ayuntamiento de Bellevue ubicado en 115 East Pine Street, Bellevue, Idaho.

Si desea proporcionar comentarios por escrito, puede hacerlo antes del 25 de febrero de 2024, enviando un correo electrónico a mvestsnarr@bellevueidaho.us, enviando comentarios por escrito a P.O. Box 825, Bellevue, Idaho 83313, o llevar comentarios escritos al Ayuntamiento de Bellevue ubicado en 115 East Pine Street, Bellevue, Idaho.

Si tiene alguna pregunta, comuníquese conmigo al (208) 913-0189.

Atentamente,

Michelle K. Vest Snarr

Michelle K. Snarr, Secretaria Municipal
Ciudad de Bellevue, Idaho

Yo, secretario municipal designado para la ciudad de Bellevue, Idaho, certifico por la presente que el aviso de 10 días para la Solicitud de mejoras al estacionamiento en la calle, presentado por Vital Ink Architecture, se envió por correo el 15 de febrero de 2024 a los propietarios de propiedades dentro de 300 pies, inmediatamente adyacente a la propiedad en cuestión, de acuerdo con el Código de la ciudad de Bellevue, Título 11, Capítulo 21, Sección 11-21-3 (E.2), Requisitos de estacionamiento adicionales | Créditos para mejoras en el estacionamiento en la calle.



City of Bellevue

City of Bellevue
Regular Common Council Meeting
February 12, 2024

Agenda Item 9c: NEW BUSINESS:

Consideration and Approval of Resolution 2366, A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Execute a Service Agreement, Pursuant to Idaho Code §67-2803 (4), with Micro Technology Systems, Inc., for IT Technical Management and Support with a One-Time Onboarding Charge Not to Exceed \$1,750 and a Monthly Amount of \$1,319 for Unlimited IT Support

Action Item: Chris Johnson, Mayor and Shelly Shoemaker, City Treasurer

Note: The City is in need of well-rounded IT Management and Support to provide cyber-security, antivirus, system backups, software monitoring and general IT support

Suggested Motion: Move to Approve Resolution 2366, A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Execute a Service Agreement, Pursuant to Idaho Code §67-2803 (4), with Micro Technology Systems, Inc., for IT Technical Management and Support with a One-Time Onboarding Charge Not to Exceed \$1,750 and a Monthly Amount of \$1,319 for Unlimited IT Support

Attachment(s): Resolution No. 2366
REFERENCE: IT Management and Support

**CITY OF BELLEVUE, IDAHO
RESOLUTION NO. 2366**

A RESOLUTION OF THE CITY OF BELLEVUE, IDAHO, AUTHORIZE THE MAYOR TO EXECUTE A SERVICE AGREEMENT, PURSUANT TO IDAHO CODE §67-2803(4), WITH MICRO TECHNOLOGY SYSTEMS, INC. FOR IT TECHNICAL MANAGEMENT AND SUPPORT WITH A ONE-TIME ONBOARDING CHARGE NOT TO EXCEED \$1,750 AND A MONTHLY AMOUNT OF \$1,319 FOR UNLIMITED IT SUPPORT

WHEREAS, the City of Bellevue, Idaho, (City) does not have an IT department; and,

WHEREAS, IT technical management and support requires a high level of expertise to provide cyber-security, antivirus, system backups, software monitoring and general IT support to City departments; and,

WHEREAS, the City would benefit from an experienced company that understands IT support and management; and

WHEREAS, Micro Technology Systems, Inc. is qualified to provide IT technical management and support to the City.

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

- Section 1.** Approves the TechCare Services Agreement between the City of Bellevue, Idaho, and Micro Technology Systems Inc., relating to IT Technical Management and Support in substantially the form presented at the February 26, 2024, regular Common Council meeting attached hereto as **Exhibit A**.
- Section 2.** The Service 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 TechCare Services Agreement for IT Technical Management and Support Services with Micro Technology Systems, Inc., in an amount not to exceed \$1,750 for initial onboarding and setup and a monthly charge of \$1,319.

PASSED and ADOPTED by the Common Council and signed by the Mayor of the City of Bellevue, Idaho, this 26th day of February 2024.

Chris Johnson, Mayor

ATTEST:

Michelle Vest Snarr, City Clerk

Resolution 2366

ROLL CALL

AYE

NAY

Council Member Carreiro

Council Member Shay

Council Member Leahy

Council President Giordani

Council Member Mahoney

Council Member Obenauf

**EXHIBIT A
RESOLUTION 2366**

**Micro Technology Systems, Inc.
TechCare Services Agreement**

This Agreement is made this 7th day of February 2024, by and between MicroTechnology Systems, Inc. (MicroTech), with its principal place of business at 125 E. 50th St., Garden City, Idaho, 83714, and **City of Bellevue**, with its principal place of business at **115 Pine St. Bellevue ID 83313**.

The Parties agree as follows:

1. Term. The effective date of this Agreement will be March 1, 2024 and shall be for an initial term of twelve (12) months, unless otherwise terminated earlier as provided herein. Thereafter, this Agreement shall automatically renew for an additional term for twelve (12) months on each and every anniversary date of this Agreement, unless either party provides the other with written notice thirty (30) days prior to the end of the then existing term of their intent to terminate this Agreement.
2. Services.
 - (a) TechCare Services. MicroTech shall provide the services described on Schedule 1 which is attached to this Agreement and incorporated herein (collectively the “TechCare Services”).
 - (b) Additional Services. In addition to the TechCare Services, MicroTech shall provide any additional services set forth on Schedule 1-A which is attached to this Agreement and incorporated herein.
3. Charges and Rates for Service. The charge for TechCare Services during the Term of this Agreement shall be those set forth on Schedule 2 – Schedule of Charges. MicroTech may increase its service rates or hourly rate on each anniversary date of this agreement with a 30-day notice sent to client.
4. Regular Business Hours. Services covered under this Agreement will be performed during regular business hours, which are defined as Monday through Friday, between 8:00 AM and 5:00 PM Mountain Time, unless otherwise defined herein. Services performed outside the definition of regular business hours (“Extended-hour services”) will be available at no additional charge.
5. Cancellation. Client and/or MicroTech may cancel this Agreement for any reason upon thirty (30) days advanced written notice, at any time during the first one hundred and twenty (120) days from the effective date of this Agreement. Thereafter, this Agreement may be terminated only as follows.
 - (a) Termination by Client.
 - (i) Termination for Cause. “Termination for cause” shall be defined to mean that MicroTech has breached any term of this Agreement. If Client determines that MicroTech has breached any term of this Agreement, Client shall first provide written notice to MicroTech of such breach of this Agreement (Notice of Breach). Thereafter, MicroTech shall have fifteen (15) days from date of receipt of the Notice of Breach to meet with Client and attempt to cure such breach. If after such fifteen (15) day period Client in its sole discretion does not believe that the breach has been cured, Client at its sole and exclusive remedy may terminate this Agreement.
 - (ii) Termination at Will. Client may terminate this Agreement at any time for no reason by providing MicroTech with thirty (30) days prior written notice that it is terminating this Agreement. If Client elects to terminate this Agreement pursuant to this Section 5(a), Client shall within thirty (30) days of the Termination Notice pay to MicroTech fifty percent (50%) of the remaining balance that would have been due under this Agreement calculated as

follows: the number of months remaining in the Term of this Agreement measured from the first day of the month of the date of the Notice of Termination through the scheduled termination date of this Agreement, multiplied by the total amount Client would have paid MicroTech per month under this Agreement for the remaining Term, multiplied by one-half. Ie: Early Termination fee will be 50% of the remaining contracted services.

(b) Termination by Microtech. MicroTech may terminate this Agreement at any time for any reason by providing thirty (30) days prior notice to Client.

6. Disclaimers.

(a) Causes Beyond MicroTech's Control. MicroTech shall provide standard information technology computer networking or infrastructure support. MicroTech shall not be liable for failure to provide those services if such failure is due to any cause or condition beyond MicroTech's control.

(b) No Warranty for Error-Free Service. MicroTech does not warrant the uninterrupted or error-free operation of any of Client's machines or software products.

(c) Limit of Responsibility. MicroTech makes every attempt to safeguard and protect client data from damage, loss, or altered files. Because of events that can occur that are beyond MicroTech's control, due to hardware and software failures, and acts of third parties, MicroTech is not responsible for damaged, lost, or altered client data.

(d) Limited Warranty. MicroTech warrants to Client that, during the term of this Agreement, MicroTech will perform the Services in a professional and workmanlike manner (the "Limited Warranty"). In the event of any breach of the Limited Warranty that is reported to MicroTech during the term of this Agreement, MicroTech's sole obligation and Client's sole right and remedy for such breach shall be the re-performance by MicroTech of the services that were not performed in a professional and workmanlike manner, unless such re-performance of the services by MicroTech fails to correct such breach within fifteen (15) days, in which case the Client may, after providing written notice to MicroTech in accordance with Section 5(a)(i) above, terminate this Agreement for cause. Notwithstanding the foregoing, the failure to correct or replace hardware devices and/or software programs that were not provided by MicroTech; and/or the delayed timeframe by suppliers of replacement hardware devices/components and/or software programs that are delayed through no fault of MicroTech shall not be deemed to be a breach of the Limited Warranty.

(e) Services As Is. Except for the Limited Warranty expressly described above, all services, software, and products provided to client under this agreement are provided on an "as is" basis and without any express, implied, statutory, or other warranties of any kind whether oral or in writing, or arising by usage of trade or course of dealing. Without limiting the generality of the foregoing, MicroTech disclaims any and all implied warranties (including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement). The Limited Warranty provided hereunder extends only to Client and Client's permitted assigns.

(f) No Warranty for Third Party Products. Client acknowledges that Client may purchase, lease or license certain products, programs, software, equipment, services, or hardware from third parties associated with Client's informational technology systems ("Third Party Products"), some or all of which may be recommended by MicroTech. Further, Client acknowledges that MicroTech, as part of its TechCare Services may purchase, lease or license Third Party Products. MicroTech shall not be responsible to Client for any damage or loss resulting from such Third Party Products for, including but not limited to, transmission or communication errors, use or failure of hardware or equipment, use or failure of software, failure of delivery or courier services, or for any act, error, omission, or circumstance associated with such Third Party Products beyond MicroTech's reasonable control. Further, MicroTech shall have no obligation or responsibility under this Agreement for the use of any Third Party Products regardless if MicroTech recommends, installs or monitors such Third Party Products.

(g) Force Majeure. Neither party shall be in default for failing to perform under this Agreement (other than a failure to make payment when due or to comply with restrictions upon the use of the products and services) if such failure arises out of any act, event, or circumstance beyond the reasonable control of such party, whether or not predicted or foreseeable. The party so affected will resume performance as soon as reasonably possible.

(h) Disclaimer. Except as provided in this Agreement and any related agreements, MicroTech specifically disclaims any and all warranties of any kind, express, implied or statutory, including, but not limited to, any warranties of merchantability or fitness for a particular purpose.

7. Limitations on Damages. Under no circumstances shall MicroTech be liable for any losses or damages that are not brought to its attention by client in writing within thirty (30) days of the event giving rise to the alleged liability, and no action arising out of the agreement may be brought by client more than one (1) year after the occurrence of the event giving rise to the alleged liability. MicroTech shall not be liable for any incidental, consequential, special, indirect, delay, economic or property damages whatsoever (including any damages for loss of profits, data or goodwill, business interruptions, damaged or corrupted data, or other commercial, economic, or pecuniary loss) arising out of or relating to this agreement, even if Microtech was advised of the possibility of such damage. In no event shall Microtech's aggregate liability for damages under this agreement (regardless of the form of action, whether in contract, tort, strict liability or otherwise) exceed the amount paid by client for services during the twelve (12) months immediately prior to the claim giving rise to the alleged damages.

8. Proprietary Information.

(a) Safeguards of Client Information. All information related to Client's business which is required to be submitted by Client to MicroTech pursuant to this Agreement shall be safeguarded by MicroTech to the same extent that MicroTech safeguards information relating to its own business. If, however, such information is publicly available, already known by MicroTech, or is rightfully obtained from third parties, MicroTech shall bear no responsibility for its disclosure, inadvertent or otherwise.

(b) Safeguards of MicroTech Information. Client shall safeguard all proprietary MicroTech information as it would its own. MicroTech's proprietary information includes this Agreement and any other documents from MicroTech that are identified as MicroTech's proprietary information.

9. MicroTech Obligations. MicroTech shall perform all services which it agrees to perform pursuant to this Agreement in a workmanlike manner consistent with industry standards. If MicroTech breaches the provision, its sole obligation shall be to re-perform the services in question promptly and properly.

10. Attorney's Fees. If either party defaults or initiates any legal action under this Agreement (including appeal), the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

11. Non-Solicitation. Neither party shall hire or solicit for hire or engage as an independent contractor or employee of the other during the term of and for one year after the termination of this Agreement, without the express written consent of the other party. If Client breaches this Section 11, Client agrees to pay MicroTech within thirty (30) days of hiring the MicroTech employee an amount equal to 28% of the employee's first year salary.

12. Invoicing. TechCare Services agreement will be invoiced at the end of each month for agreement services provided in the following month. Terms are net twenty (20) days on all invoices. Services provided above, or in addition to, the hourly allotment will be invoiced at time of service. All invoices will be mailed to the Client address listed in paragraph 1 of this Agreement. In the event that the billings address changes, the Client agrees to notify MicroTech in writing within thirty (30) days of effect at the following address:

MicroTechnology Systems, Inc.
125 E. 50th St.
Garden City, ID 83714

13. Late Fee Charges. In the event MicroTech has not received payment in full for the charges under this Agreement when due, a service charge shall be added to the amount due in an amount equal to one and one-half percent (1 ½ %) per month.

14. Successors and Assigns. This Agreement may be assigned by either party and shall be binding upon the successors and assigns of the parties.

15. Choice of Law. This Agreement will be interpreted in accordance with the laws and statutes of the State of Idaho and each party specifically agrees to the application of such laws to such party and his rights, duties, obligations and agreements, hereunder or arising out of the subject matter hereof.

16. Attachments. Every attachment or schedule attached and referred to in this Agreement is hereby incorporated in this Agreement.

The appropriate authorized signatures below indicate acceptance of this Agreement.

MICROTECH



By: _____ Bryan Carnahan _____

Its: _____ Account Manager _____

CLIENT

By: _____

Its: _____

Schedule 1
TechCare Services

<p style="text-align: center;">Remote Monitoring and Reporting</p> <ul style="list-style-type: none"> • Agent Provided by third party vendor • Agents send selected data back to management console • Console monitored by MicroTech • Reports configured to send to Client 	<p style="text-align: center;">Patch Management</p> <p>Patch Management for Microsoft software provided in one of three ways:</p> <ul style="list-style-type: none"> • Third party vendor remote monitoring tools • Microsoft Windows Server Update Services • Windows updates services on local systems
<p style="text-align: center;">Antivirus Monitoring & Threat Hunting</p> <p>Antivirus / threat hunting software agent provided by third party vendor(s). Systems monitored through third party management console for:</p> <ul style="list-style-type: none"> • Virus pattern file updates • Virus system scan completion • Virus activity reporting • Malicious hacking activity 	<p style="text-align: center;">DNS Protection Services</p> <p>DNS Protection agent provided by third party vendor. Systems monitored through third party management console for:</p> <ul style="list-style-type: none"> • Protects users against known malicious websites • Provides web & content filtering • DNS reporting
<p>Backup Monitoring</p> <ul style="list-style-type: none"> • If service selected by client, local backup provided by Windows backup application or Third-Party Vendor <ul style="list-style-type: none"> ○ Backup success or failure monitored by MicroTech through remote monitoring console • If service selected by client, remote offsite online backup services provided by Third Party Vendor <ul style="list-style-type: none"> ○ Backup encryption provided by Third Party Vendor ○ 30 file version history ○ Daily synchronization with offsite servers ○ Backup success or failure monitored by MicroTech through remote monitoring console 	
<p>TechCare Support Hours</p> <p>Included as part of the TechCare Services are unlimited TechCare hours (“TechCare Hours”). TechCare Hours are charged each month for performing regular maintenance, troubleshooting, user requests, or ongoing support for information technology hardware, software, or line of business applications existing on Client’s systems, including but not limited to items such as Microsoft server and desktop operating systems, Microsoft productivity software, antivirus software, backup software, other third party software, infrastructure hardware, and line of business applications. Line of business applications is to include but not limited to, accounting or industry software. Support services can be delivered remotely (not on premise) or on-site (on premise).</p>	
<p>TechCare Services Exclusions</p> <p>Certain projects are excluded from TechCare Services and are not part of TechCare Hours; those projects excluded are additions, changes, or removal from existing operating/software systems on the network. Some examples include but are not limited to:</p> <ol style="list-style-type: none"> 1) Installation and implementation / configuration of new hardware, operating systems, or software. 2) Upgrades to existing hardware, operating systems, or software. 3) Training on hardware, operating systems, or software. 4) Removal of existing hardware, operating systems, or software. 	

Schedule 1-A

Backup Software Licensing Rates – Optional

Shadow Protect local backup agents provided by Storage Craft

- Shadow Protect server license -- **\$50.00** per server per month

N-Able Encrypted off-site remote backup

- N-Able server backup agent -- **\$64** per server per month

Listed Fees above

- Additional Services and Licensing fees listed on this page are resold from third party vendors and costs are subject to change.

Schedule 2
Schedule of Charges

Number of servers covered – 1

Number of PC's covered – 18

Scheduled Onsite Visits – As Requested

Monthly Service Fee -- \$1,205.00

One-time setup / onboarding service fee -- \$1,750.00

Additional future services

- Additional servers covered add \$200.00 per month each
- Additional PC's covered add \$55.00 per month each

Projects

- Projects will be proposed on an individual basis based on a) estimated number of hours to complete and will be billed at a determined hourly rate per hour, or b) an agreed upon flat rate.

MicroTech Systems, Inc.

The TechCare™ Solution Proposal

Prepared Exclusively For:



by:



February 2024



City of Bellevue Overview

Our Understanding of Your Needs

It is our understanding that the City of Bellevue is seeking a professional IT partner to provide IT technical management and support. The city currently has IT needs that are not being met and requires a Managed Service Provider with depth and experience to support their growth and business initiatives.

We understand you need:

- Professionalism and quality technical work performed
- Clear and thorough communication and follow through on services
- Prompt response to service requests both onsite and remotely
- Recommendations on needed equipment upgrades and improvements
- To ensure company information is secure and backed up both on premise and offsite
- Technical understanding of mandated cyber security standards, including NIST and CISA recommendations

In moving to a new IT managed services partner, you would like to ensure you can trust what your vendor is doing and not have to worry or think about the IT needs for your organization. You would like to:

- Have an IT partner with transparency about what is being done and why
- Having responsive support for remote and onsite service
- Have your network monitored for proactive support and minimize downtime
- Deploy a robust backup solution that is flexible and can quickly restore your network.



Current Infrastructure-based on meetings with Shelly Shoemaker and Michelle Snarr

Presently you have 4 locations and a network that includes:

- SonicWALL TZ370 firewall – Need assistance with VPN, NAT, and access rules
- Netgear GS748t Gigabit managed switches – Fully functional, no indication of age or failure
- 1 Server – Domain controller, file storage, and print
- 15 PCs across 4 buildings – Windows devices, no Apple or Mac products
- Ubiquiti Wireless Network – One AP in the downstairs conference room
- Line Of Business Applications -- QuickBooks – Microsoft M365 – Currently in the process of migrating to Casselle and would appreciate assistance in working with the vendor

MicroTech would ideally be able to support or work with all vendors and applications. The largest concern now is that backups of critical data are not configured properly and not being tested regularly. Backup data is also being stored on the server, which is a major red flag.



Why Choose MicroTech Systems

It is absolutely our pleasure to earn the opportunity for your trust. We take great pride in servicing many small businesses' IT needs. At Microtech, our stated purpose is **to help people feel secure so that we can all grow together**. Translated, that means we provide you with peace of mind so you don't have to think about the IT side of your business, you can concentrate on driving your business forward. We also take our purpose to the next level and align with non-profits and charities where we donate our time and financial resources helping people feel secure so that they can grow. We are passionate about living our purpose and have been doing so in our 52-year history.

Our Secret Sauce is how we challenge the status quo of mediocre IT service by focusing on how we serve you. No one achieves greatness because of what they do; they achieve greatness in the way they do it.

- Our Secret Sauce is focusing on being better than us.
 - The work we do today should be better than the work we did three months ago. And the work we are doing three months from now should be better than the work we are doing today.
- Our Secret Sauce is peace of mind.
 - We are your partner from day one; your first call, your night watchman. We will work with you and for you to understand the scope of, not only your IT infrastructure, but your business strategy.
- Our Secret Sauce is we have been here, and we are not going anywhere.
 - We have been here since 1970 and we have seen the IT industry change decade over decade. We are committed to delivering an all-out, never-say-die approach to service which means you will never get mediocre from us.

At our core, we are a family-centric business that believes in a strong culture and employee satisfaction. This is lived and shown with our talented team of engineers, consultants, and administrative staff support. We appreciate your time and consideration in choosing a technology partner, and we are excited to grow with you.



Real Professionals to Serve You

Hiring Strategy

5-Star service begins with our team. Selection of individuals to our team is undoubtedly one of the hardest things we do. We are relentless in finding individuals that align with our core values, culture, and commitment to service. It means we pass on talented technical skills if they don't align. We do this through a hiring system called Topgrading.

Topgrading is an extensive hiring process designed to identify the "A" players that are the best fit for our organization. It begins with a job score card that outlines all the necessary position accountabilities, best characteristics or traits of an individual for this position, gathering information about a person all the way back to high school, and finally a screening process that a candidate goes through ending with a Topgrading interview. The Topgrading interview is designed to vet the candidate's life from high school to present, so we can gather a tremendous understanding about them, which allows us to determine if they align properly with our culture. The additional beauty about Topgrading is that it does not stop after the hire. It continues through and integrates to our performance reviews.

We are proud to use the Topgrading strategy to hire, and we believe it works. The proof is in our very low employee turnover rate.

Continuing Education

Once good people are in place we don't let them become stagnate. It is expected that our staff complete a minimum of 52 hours of continuing education per year. It is documented and outlined in our performance reviews. We train and certify on the hardware/software we work with and support. We stay current with industry trends and train on new technology when it becomes applicable to our client base. Continued learning is part of the industry and we invest in this commitment for you.

Employee Breakdown

Executives: 1

Technical Support: 15

Administrative and Account Services: 6

The benefit for you – professionalism, strength in numbers, low employee turnover, and depth of knowledge.



5-Star Service Delivery

MicroTech utilizes a Team structure for delivering 5 Star Support to our clients

3 Dedicated Teams: Blue Team, Green Team, Gold Team

Each Team consists of 3-4 Technicians including a Team Lead that are responsible for all remote and onsite support for a designated group of clients

- Delivering resolutions for end-user requests
- Our last 30-day average response time - **24 minutes**
- Our average response time goal for 2024 – **20 minutes**
- Device monitoring, backup monitoring, and proactive maintenance
- Staffed **Monday through Friday from 7 am to 6 pm**
- On call support 24 x 7

Operations Coordinator

This individual is responsible for dispatching service request tickets to our 3 Teams.

Technical Directors

The Technical Directors provide oversight and management of the Teams for all support and projects.

Network Operations Center (NOC)

The NOC technicians are responsible for oversight and management of monitoring the dashboards of our remote monitoring tools, managing global updates for all clients, reviewing backup jobs, and security updates.

Projects Team Professionals

The Projects Team currently has 4 technical resources responsible for:

- Infrastructure, server, PC, or cloud migrations / deployments / upgrades
- Client onboarding projects
- Network audits and assessments

Account Management Team Professionals

Our Account Management Team consists of 3 professionals. You are assigned a dedicated team member, and they are your liaison for all things Microtech. They are responsible for providing you recommendations on the solutions that meet your specific needs and aligning your IT needs with your business strategy.

The benefit for you – Dedicated resources for fast support, onsite support, emergency support, large or small projects, and aligning your IT needs with your business strategy.



Our 5-Star Service Investment

In the early years of IT support, the knowledge of your network resided with the engineer that visited your organization the most. Or the coveted 3-ring binder that was located in your office. As the industry and support delivery methodology has evolved, we have evolved with it. We have invested over a hundred thousand dollars in tools and training over the years that allow us to transfer knowledge amongst our team members. It is part of our commitment to delivering a higher service standard.

Documentation

Great IT knowledge and troubleshooting skills are only part of the solution. What you do with that information matters. We have invested in a software documentation platform and a professional service automation platform (PSA). These are critical components allowing us to provide a more efficient, higher level of service, with a greater number of technicians for you.

- The documentation we build is your information, and we strive to make it so robust that any service provider could step in and administer your network.
- Every scheduled onsite, problem, or issue is documented inside our PSA, so our entire organization has access to what problems have occurred and the resolutions to those problems.
- All tickets are reviewed by management for content and time before they are completed.
- Best of all, you have access to our PSA to review this information.

Technology Alignment

Technology alignment is standardizing on server/computer hardware, firewalls, backup software, antivirus software, etcetera.

- Technology alignment allows our technicians to learn, train, certify and gain tremendous amounts of experience on the platforms we work with.
- We have these products deployed in hundreds of different environments, and the experiences learned from them.
- Technology alignment allows technicians to become very proficient working with these products. Thus, delivering a more efficient level of service, reducing troubleshooting time, and reducing downtime.
- Technology alignment is a win-win situation.

The benefit for you – The intricacies of your needs, your network, and your information at the fingertips of our entire team. Expertise, efficient support delivery, and lower total cost of ownership.



Your Feedback Is Our Action

We value long-term relationships and that is the most important commitment we can make to you. In our 52-year history, we have learned that relationships are built through trust. Our **tri-annual business review** is a key factor in building that trust with you. It takes place three times per year with your dedicated account manager will cover:

- We review the services we have provided for you over the designated period
- Key service metric reporting
- We recommend technology changes and discuss how technology can help your business processes
- We review your business plans to ensure your technology roadmap matches your strategy
- And most importantly, we receive your feedback on how we can continue to improve our service to you

The tri-annual business review is our chance to transfer industry knowledge into your business helping technology work for you. And your chance to help us improve the service we provide to you.

The benefit for you – Feedback going both ways.



Relationship Roadmap

Stage	Description	Timeline
Stage 1	<p><u>Internal Planning Meeting</u> – we gather our team to review your organization and the expectations moving forward.</p> <p><u>Schedule Onboarding</u> – we work with you to determine the proper time for work to begin.</p>	1 Week
Stage 2	<p><u>Kick Off Meeting</u> – We introduce our team that will be working with you to smoothly transition you. We outline expectations to make sure we are in alignment with you. We explain our support delivery system and your role in how we deliver support.</p> <p><u>Onboarding</u> – during the onboarding we will be working both onsite and remotely. We are installing tools, configuring backups, troubleshooting your issues, documenting your network, and gathering information for our findings report.</p>	1-2 Weeks
Stage 3	<p><u>Network Audit Review Meeting</u> – During this meeting we review our findings/recommendations from the onboarding process. We work with you to align your strategy with our recommendations, review best practices, and help develop/prioritize your action plan.</p>	1 Week
Stage 4	<p><u>Action Items</u> – If it was determined there were some high priority action items; we get going securing/stabilizing your network. We want to ensure your network is in optimal shape when we begin the standard maintenance/support for your organization.</p>	TBD



TechCare™ Details

Designated Professionals	
Account Manager	✓
Operations Coordinator	✓
Service Manager & Support Engineers	✓
Tri-Annual Business Review	
Services review	✓
Key service metric reporting	✓
Business roadmap and technology alignment	✓
5-Star Service Promise and client feedback	✓
Troubleshooting and Support	
Help Desk staffed Mon-Fri from 7 am – 6 pm remote support	✓
On-site support	✓
After hours support	✓
Managed Services	
24 x 7 server and workstation monitoring & alerting	✓
Patch management	✓
Server and workstation maintenance	✓
Internet security & content filtering	✓
Antivirus management, monitoring, and cleaning	✓
Backup management, monitoring, & troubleshooting	✓
Firewall management, monitoring, & troubleshooting	✓
Industry Best Practices	
Firewall best practice configurations	✓
Server and workstation security configurations	✓
Password policy best practices	✓
Customized content filtering	✓
Customized reporting	✓
Tools & Software Licensing	
Client portal access	✓
Server and desktop monitoring software	✓
Internet security software	✓
Antivirus software	✓
Backup software	✓



MicroTech's TechCare™ Fee Schedule

Overview

Based on the information, MicroTech has created the following custom fee schedule to provide our TechCare Essentials Solution. Fees are based on the following profile:

Locations: 4

PCs: 15

Servers: 1 total

Line of business applications: 3 or more

Monthly Fee Schedule for TechCare: Included in attached quote

One Time Setup/Onboarding Fee: Included with attached quote



Closing

MicroTech Systems is successful when working with organizations like yours. We appreciate the opportunity to submit this proposal and would like to make it easy to move forward with a higher level of support for your company.

In this proposal we have developed a program that provides:

- 24 x 7 Monitoring for your systems
- Patch management
- Managed anti-virus
- Ransomware agent
- Managed web filtering and monitoring
- Managed backups
- Managed firewalls
- Threat Hunting Agent
- Help Desk Support Mon-Fri 7:00 AM to 6:00 PM
- After hours support
- The TechCare Value

To get started, all we need is your approval. If you have any questions or would like to discuss any other details of this proposal and / or MicroTech Systems, please give me a call.

Contact Information

Office:
MicroTechnology Systems
125 E. 50th Street
Garden City, Idaho 83714
208.345.0054 (T)
208.345.0120 (F)

MicroTech Executive Team

Randy Amorebieta
CEO

With questions related to this proposal, please contact . . .

Bryan Carnahan
208.345.0054
Bryan@microtechboise.com



Quote

Quote Number: 8396

Payment Terms:
Expiration Date: 03/01/2024

Quote Prepared For

Shelly Shoemaker
City of Bellevue
115 Pine St
Bellevue, ID 83313
Phone:208-913-0192
sshemaker@bellevueidaho.us

Quote Prepared By

Bryan Carnahan
MicroTech Systems Inc
125 E 50th Street
Garden City, Idaho 83714
United States
Phone:
Fax:208-345-0120
bryan@microtechboise.com

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
Monthly Items					
1)	16	TechCare Protection Suite	\$0.00	\$0.00	\$0.00
		Antivirus Protection Internet Security Remote Monitoring Threat Hunting Agent			
2)	1	Site Monitoring	\$0.00	\$0.00	\$0.00
		Site Administration -Dashboard monitoring -Alert review -Auto healing issue review -Patch management -Reporting General administration			
3)	1	Shadow Protect Server	\$50.00	\$50.00	\$50.00
		Server local backup			
4)	1	N-Able Backup for Servers	\$64.00	\$64.00	\$64.00
		Managed Online Backup			

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
5)	1	TechCare	\$1,205.00	\$1,205.00	\$1,205.00
		TechCare Complete - Unlimited support hours. -On-site support -Help desk support -Emergency support -Discounted hourly rate for projects -After hours support included.			
				Monthly Subtotal	\$1,319.00
One-Time Items					
6)	1	Infrastructure Support	\$1,750.00	\$1,750.00	\$1,750.00
		Client TechCare On-boarding -Travel -Installation of remote monitoring software -Installation of antivirus software -Installation of internet security software -Installation of both backup software where necessary -Documentation of network / systems -Network findings report -Network findings meeting			
				One-Time Subtotal	\$1,750.00
IT Services					
				Total	\$3,069.00

Authorizing Signature _____

Date _____

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.



City of Bellevue

City of Bellevue
Regular Common Council Meeting
February 26, 2024

Agenda Item 8d: NEW BUSINESS:

Consideration and Approval of Resolution No. 2369, A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Accept Advanced Control Systems' Bellevue Water Carefree SCADA Proposal and Execute all Agreements Associated with the Proposal, Pursuant to Idaho Code §67-2803, for the Replacement and/or Upgrade of Alarm Monitoring Hardware and Software for the City's Water System

Action Item: Chris Johnson, Mayor (and Shane Garrison, Water Contractor)

Note:

The City's current Alarm Callout Software System is out of support, and the system is failing to perform critical callouts, which is resulting in additional costs to the City. In order for the City's water system to operate and perform necessary callouts and reduce costs, the replacement and/or upgraded of alarm monitoring Hardware and Software is needed for its water system

Supervisory Control and Data Control and Data Acquisition ("**SCADA**")

Suggested Motion: Move to approve Resolution No. 2369, A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Accept Advanced Control Systems' Bellevue Water Carefree SCADA Proposal and Execute all Agreements Associated with the Proposal, Pursuant to Idaho Code §67-2803, for the Replacement and/or Upgrade of Alarm Monitoring Hardware and Software for the City's Water System

Attachment(s):

Resolution No. 2369

REFERENCE: Water Callout Software System

**CITY OF BELLEVUE, IDAHO
RESOLUTION NO. 2367**

A RESOLUTION OF THE CITY OF BELLEVUE, IDAHO, AUTHORIZING THE MAYOR TO ACCEPT ADVANCED CONTROL SYSTEMS’ BELLEVUE WATER CAREFREE SCADA PROPOSAL AND EXECUTE ALL AGREEMENTS ASSOCIATED WITH THE PROPOSAL, PURSUANT TO IDAHO CODE §67-2803, FOR THE REPLACEMENT AND/OR UPGRADE OF ALARM MONITORING HARDWARE AND SOFTWARE FOR THE CITY’S WATER SYSTEM

WHEREAS, the City of Bellevue, Idaho (“the City”), operates a water system; and,

WHEREAS, the City is currently operating an out-of-support alarm callout software system; and the system is failing to perform critical callouts, resulting in additional costs to the City; and

WHEREAS, the City is in need of the replacement and/or upgraded of alarm monitoring Hardware and Software for its water system; and,

WHEREAS, Advanced Control Systems (ACS) deploys and manages a Hosted Supervisory Control and Data Control and Data Acquisition (“SCADA”) platform, CarefreeSCADA, which is proposed for the City of Bellevue, to be completed in two phases over a 6-month contiguous period.

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

Section 1. Approves the Bellevue Water Carefree SCADA proposal from Advanced Control Systems, for the replacement and/or upgrade of alarm monitoring hardware and software for the City’s water system in substantially the form presented at the February 26, 2024, regular Council meeting attached hereto as **Exhibit A**.

Section 2. The Mayor is authorized to accept Advanced Control Systems (ACS) Proposal 20240213-1505W and execute all contracts associated with ACS in an amount not to exceed \$26,750 for initial onboarding and setup and \$160 monthly service charge for alarm monitoring services.

PASSED and ADOPTED by the Common Council and signed by the Mayor of the City of Bellevue, Idaho, this 26th day of February 2024.

Chris Johnson, Mayor

ATTEST:

Michelle Vest Snarr, City Clerk

ROLL CALL

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

Mayor Chris Johnson
City of Bellevue, ID

PROPOSAL #: 20240213-1505W
February 13, 2024

~ Bellevue Water Carefree@SCADA Proposal ~

Situation:

The City of Bellevue is currently running on SCADA systems that are operating on an out-of-support Windows 7 PC with WIN911 as the alarm callout software. The system has been failing to perform critical callouts, which has resulted in multiple system events that cost the City time and money. The City has requested that ACS propose a solution for a system fix or replacement. The primary concern is rapid deployment to at least the most critical sites. The WWTP is not currently operational, so integration into the new solution will be proposed at a later date. Note: Proposal #20240112-1105WW is a required prerequisite for this proposal.

Scope of Work:

This proposal is for migration to the Hosted SCADA platform, CarefreeSCADA, which ACS deploys and manages. The City sites largely operate on MicroLogix 1400 PLCs, with the one observed exception being the Seaman's Creek site. Strahorn Booster is also expected to be an exception, though this is unverified, but ACS expects to leverage our relationship with Precision Pumping Systems to tie into this site. This proposal assumes the remaining unvisited sites all operate on 1400 PLCs.

ACS will install necessary cellular hardware to all "Smart Sites" (PLC controlled) and a new UL Listed CarefreeSCADA Control Panel at the Seaman's Creek site. The control panel will be sized appropriately with estimated spare backplane space for the planned future addition of a Chlorination system at the site. The Seaman's Creek Measuring Point will be commissioned with a cellular-enabled Radar Level Sensor, transmitting levels 1x per day.

ACS also recommends replacing any existing UPSs at other remote sites, these should be replaced annually to ensure consistent operation. The APC UPS observed at the Chestnut Well is an off-the-shelf unit and can be installed in tandem with trips associated with the project's scope at additional cost.

Given the expressed urgency and critical nature of some of the sites in the City, ACS will commit to rapid deployment of 2-3 sites within 2 calendar months of the executed agreement. These sites will be accessible via the CarefreeSCADA user pages and have independent alarming through that system. This will afford the City's operations staff reliable alarms, as well as give ACS the ability to quickly access and support troubleshooting efforts for those select sites remotely. The remaining sites will be installed in a 6-month timeframe, but ACS will still make every effort to perform site upgrades as technicians become available in that time.

Carefree@SCADA is an exclusive service of ACS that offers a relatively low up-front cost accompanied by affordable monthly payments. Additionally, all SCADA system infrastructure and maintenance resides in the "Cloud" at ACS 3rd party data warehouse facilities, removing the responsibility and cost to support it from the City of Bellevue. ACS can also provide shadow monitoring*, instant function/feature change*, and instant problem resolution* due to Cloud hosting. Data collection and control at each incremental site would be performed by an affordable Smart RTU* provided by ACS that would communicate with ACS Cloud-hosted servers via secure **Carefree@Comms** cellular communications. ACS will pre-verify that all Bellevue system sites have good cellular coverage. Alarms can be sent via email or text to a smartphone and by text to a simple flip phone*. CarefreeSCADA offers several other benefits not found in Traditional (Client Hosted and Managed) SCADA systems, including but not limited to:

- **Obsolescence Proof Software**
 - Traditional system lifespan is limited to the PC Operating Software support window. These days, Windows OS versions are only supported for 3-4 years. Once the OS goes out of support, security updates cease and increase the risk of security breaches. CarefreeSCADA is always up to date, with security updates installed weekly without any additional costs to the end user.

- Lesser equipment requirements. Instead of a \$3-7k Server PC replacement every 5 years, CarefreeSCADA can run on any off-the-shelf PC or tablet with a web browser at \$200-400.
- Software bugs and issues are covered in your subscription. You will never be billed for issues traced to the SCADA software, and these types of issues are often found and fixed before our customers even see them.
- Feature enhancements are charged for but are implemented remotely without any added travel costs or time to remote into your specific server. ACS has a Support Ticket system where these kinds of requests can be submitted and tracked.
- Cellular telemetry removes typical line-of-site radio issues such as growing vegetation, new construction, or interference with your licensed radio band. Cellular telemetry also enables ACS to quickly access local control systems and troubleshoot via a secure VPN Connection.
- Standard Display Screens and Control Panel Designs cut down on future growth costs, opening the client up to significant cost savings when new remote stations are added.
- Overall lower Cost of Ownership. CarefreeSCADA's cost of ownership over a 10-year span is \$108,640, including the initial migration fees. Maintaining a traditional system like this over the same time frame, ACS consistently sees the cost of ownership as 30% higher or more. Each subsequent year nets even more savings as your cost of ownership each year is equal to your monthly subscription

* Shadow monitoring, instant function/feature change, and instant problem resolution are outside the Carefree service and may incur standard labor rates

* Operators can only acknowledge Carefree SCADA alarms via a conventional computer, smartphone or tablet. Flip phones support alarm acknowledgment but do not support monitoring or remote control.

* Client is responsible for Indoor wall or outdoor pedestal with I/O and power already wired and piped to the desired location. This is a prerequisite for a standard ACS Carefree installation. ACS can provide this service for an additional cost at a standard rate for time and materials. See ACS standard terms and conditions for more information.

Professional SCADA Services, Schedule, and Participants

We propose that Phases I & II be completed over a 6-month contiguous period as follows in Figure 1:

* Actual duration of project dependent on ACS workload during execution

Figure 1: Proposed Schedule

Phase	Activity	Scope of Work	Calendar time
I	Programming Factory Acceptance Testing (FAT)	<ul style="list-style-type: none"> • Configuration of hosted SCADA server and SQL data historian • Design and programming of Web View display/interface • FAT (simulated with ACS hardware remotely witnessed by client) 	6 - 8 weeks
II	Commission, Operational Readiness Testing (ORT)	<ul style="list-style-type: none"> • Work with Client's installer to Integrate station controllers with ACS web hosting SCADA server • Perform ORT 	4 Months
Total time to complete from start finish			6 Months

Carefree© SCADA

Figure 2: Component Pricing Note: Core Service Items are in **Bold** in this table. Core Services are prerequisites.

Exhibit	Component	Description	Recurring Monthly Rate	One Time Migration Fee	ACS Installation Fee
A	1 st System	"Core" station (if RTU required) - Seaman's Creek Station - "Simple Site" full CarefreeSCADA RTU w/Upsized panel for future planned expansion of chlorination system,	\$35.00	\$11,400.00	\$1,550.00
B	2 nd System	Additional station beyond the initial "Core" station - Seamen's Creek Measuring Point - Vegapuls Air 41 Battery Powered Cellular Radar Level Sensor	\$20.00	\$3,200.00	\$775.00



2540 East Franklin Road, Meridian 83642 · Phone: 208.362.5858 · Fax: 208.965.8301 · http://advancedcontrol.com

C	3 rd System	Additional station beyond the initial "Core" station: Chestnut Well - "Smart Site" Cellular Radio and ancillary hardware added to existing Micrologix 1400 PLC.	\$35.00	\$2,500.00	\$775.00
D	4 th System	Additional stations beyond the initial "Core" station: Booster Station - "Smart Site" Cellular Radio and ancillary hardware added to existing Micrologix 1400 PLC.	\$35.00	\$2,500.00	\$775.00
E	5 th System	Additional station beyond the initial "Core" station: Reservoir/Tank Station - "Smart Site" Cellular Radio and ancillary hardware added to existing Micrologix 1400 PLC.	\$35.00	\$2,500.00	\$775.00
Subtotals			\$160.00/ mo	\$22,100.00	\$4,650.00

* Control contingent on availability of pre-existing control I/O and instrumentation

Monthly Recurring Fee: \$160.00*

Total One-Time Fixed Migration Fee: \$26,750.00*

* 1st monthly fee invoiced the 20th of the month after Factory Acceptance Testing is completed, or incrementally as sites become available if applicable

* 4 hours training via Web Session is included

* This proposal assumes previous or in tandem execution of proposal #20240112-1105WW

ACS will provide the services listed above in accordance with our link below to ACS company Terms and Conditions.

This Proposal will expire in 15 days. To re-quote, please contact our office at 208.362.5858.

Acceptance of Service – Please sign where noted below and return a copy to our office. Your signature will serve as authorization to proceed and an acceptance of our Terms and Conditions.

Signature: •	Date: •
--------------	---------

Name: Printed or Typed •	Your PO Number or Work Order Number: •
--------------------------	--

Advanced Control Systems, LLC
 2540 East Franklin Road
 Meridian, ID 83642

Phone: (208) 362-5858
 Fax: (208) 965-8301
 Email: sales@advancedcontrol.com

**ACS Terms and Conditions can be found at
www.advancedcontrol.com/terms**



City of Bellevue

City of Bellevue
Regular Common Council Meeting
February 26, 2024

Agenda Item 9e: NEW BUSINESS:

Consideration and Approval of Resolution No. 236: , A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Accept Advanced Control Systems' Bellevue Wastewater Carefree SCADA Proposal and Execute all Agreements Associated with the Proposal, Pursuant to Idaho Code §67-2803, for the Replacement and/or Upgrade of Alarm Monitoring Hardware and Software for the City's Wastewater System

Action Item: Chris Johnson, Mayor and (Bryson Ellsworth, Wastewater Contractor)

Note:

The City's current Alarm Callout Software System is out of support, and the system is failing to perform critical callouts, which is resulting in additional costs to the City. In order for the City's wastewater system to operate and perform necessary callouts and reduce costs, the replacement and/or upgraded of alarm monitoring Hardware and Software is needed for its wastewater system

Supervisory Control and Data Control and Data Acquisition ("SCADA")

Suggested Motion: Move to Approve Resolution No. 2368, A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Accept Advanced Control Systems' Bellevue Wastewater Carefree SCADA Proposal and Execute all Agreements Associated with the Proposal, Pursuant to Idaho Code §67-2803, for the Replacement and/or Upgrade of Alarm Monitoring Hardware and Software for the City's Wastewater System

Attachment(s): Resolution 2368
REFERENCE: Wastewater Callout Software System

**CITY OF BELLEVUE, IDAHO
RESOLUTION NO. 2368**

A RESOLUTION OF THE CITY OF BELLEVUE, IDAHO, AUTHORIZING THE MAYOR TO ACCEPT ADVANCED CONTROL SYSTEMS’ BELLEVUE WASTEWATER CAREFREE SCADA PROPOSAL AND EXECUTE ALL AGREEMENTS ASSOCIATED WITH THE PROPOSAL, PURSUANT TO IDAHO CODE §67-2803, FOR THE REPLACEMENT AND/OR UPGRADE OF ALARM MONITORING HARDWARE AND SOFTWARE FOR THE CITY’S WASTEWATER SYSTEM.

WHEREAS, the City of Bellevue, Idaho (“the City”), operates a wastewater system; and,

WHEREAS, the City is currently operating an out-of-support alarm callout software system; and the system is failing to perform critical callouts, resulting in additional costs to the City; and,

WHEREAS, Advanced Control Systems (ACS) deploys and manages a Hosted Supervisory Control and Data Control and Data Acquisition (“SCADA”) platform, CarefreeSCADA which is proposed for the City of Bellevue, to be completed in two phases over a 6-month contiguous period.

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

- Section 1.** Approves the Bellevue Wastewater Carefree SCADA proposal from Advanced Control Systems, for the replacement and/or upgrade of alarm monitoring hardware and software for the City’s wastewater system in substantially the form presented at the February 26, 2024, regular Council meeting attached hereto as **Exhibit A**.
- Section 2.** The Mayor is authorized to accept Advanced Control Systems (ACS) Proposal 20240213-1505WW and execute all contracts associated with ACS in an amount not to exceed \$26,930 for initial onboarding and setup and a \$318 monthly service charge for alarm monitoring services.

PASSED and ADOPTED by the Common Council and signed by the Mayor of the City of Bellevue, Idaho, this 26th day of February 2024.

Chris Johnson, Mayor

ATTEST:

Michelle Vest Snarr, City Clerk

ROLL CALL

Council Member Carreiro

AYE

NAY

Council Member Shay

Council Member Leahy

Council President Giordani

Council Member Mahoney

Council Member Obenauf

Mayor Chris Johnson
City of Bellevue, ID

PROPOSAL #: 20240213-1505WW
February 13, 2024

~ Bellevue Wastewater Carefree©SCADA Proposal ~

Situation:

The City of Bellevue is currently running on SCADA systems that are operating on an out-of-support Windows 7 PC with WIN911 as the alarm callout software. The system has been failing to perform critical callouts, which has resulted in multiple system events that cost the City time and money. The City has requested that ACS propose a solution for a system fix or replacement. The primary concern is rapid deployment to at least the most critical sites. The WWTP is not currently operational, so integration into the new solution will be proposed at a later date.

Scope of Work:

This proposal is for migration to the Hosted SCADA platform, CarefreeSCADA, which ACS deploys and manages. The City sites largely operate on MicroLogix 1400 PLCs. This proposal assumes the remaining unvisited sites all operate on 1400 PLCs.

ACS will install necessary cellular hardware to all listed “Smart Sites” (PLC controlled). The Main Lift Station will receive some additional attention due to its high volume of I/O (control data points) and a replacement UPS (Uninterruptible Power Supply) mounted to the backplane.

ACS also recommends replacing any existing UPSs at other remote sites, these should be replaced annually to ensure consistent operation. The APC UPS observed at the Chestnut Well is an off-the-shelf unit and can be installed in tandem with trips associated with the project's scope at additional cost. ACS is also including a Technical Discovery Trip in this scope to verify available I/O, develop install plans, verify remaining sites for cellular viability, and identify the existence and status of remaining UPSs.

Given the expressed urgency and critical nature of some of the sites in the City, ACS will commit to rapid deployment of 2-3 sites within 2 calendar months of the executed agreement. These sites will be accessible via the CarefreeSCADA user pages and have independent alarming through that system. This will afford the City’s operations staff reliable alarms, as well as give ACS the ability to quickly access and support troubleshooting efforts for those select sites remotely. The remaining sites will be installed in a 6-month timeframe, but ACS will still make every effort to perform site upgrades as technicians become available in that time.

Carefree©SCADA is an exclusive service of ACS that offers a relatively low up-front cost accompanied by affordable monthly payments. Additionally, all SCADA system infrastructure and maintenance resides in the “Cloud” at ACS 3rd party data warehouse facilities, removing the responsibility and cost to support it from the City of Bellevue. ACS can also provide shadow monitoring*, instant function/feature change*, and instant problem resolution* due to Cloud hosting. Data collection and control at each incremental site would be performed by an affordable Smart RTU* provided by ACS that would communicate with ACS Cloud-hosted servers via secure **Carefree©Comms** cellular communications. ACS will pre-verify that all Bellevue system sites have good cellular coverage. Alarms can be sent via email or text to a smartphone and by text to a simple flip phone*. CarefreeSCADA offers several other benefits not found in Traditional (Client Hosted and Managed) SCADA systems, including but not limited to:

- **Obsolescence Proof Software**
 - Traditional system lifespan is limited to the PC Operating Software support window. These days, Windows OS versions are only supported for 3-4 years. Once the OS goes out of support, security updates cease and increase the risk of security breaches. CarefreeSCADA is always up to date, with security updates installed weekly without any additional costs to the end user.
- Lesser equipment requirements. Instead of a \$3-7k Server PC replacement every 5 years, CarefreeSCADA can run on any off-the-shelf PC or tablet with a web browser at \$200-400.

- Software bugs and issues are covered in your subscription. You will never be billed for issues traced to the SCADA software, and these types of issues are often found and fixed before our customers even see them.
- Feature enhancements are charged for but are implemented remotely without any added travel costs or time to remote into your specific server. ACS has a Support Ticket system where these kinds of requests can be submitted and tracked.
- Cellular telemetry removes typical line-of-site radio issues such as growing vegetation, new construction, or interference with your licensed radio band. Cellular telemetry also enables ACS to quickly access local control systems and troubleshoot via a secure VPN Connection.
- Standard Display Screens and Control Panel Designs cut down on future growth costs, opening the client up to significant cost savings when new remote stations are added.
- Overall lower Cost of Ownership. CarefreeSCADA's cost of ownership over a 10-year span is \$108,640, including the initial migration fees. Maintaining a traditional system like this over the same time frame, ACS consistently sees the cost of ownership as 30% higher or more. Each subsequent year nets even more savings as your cost of ownership each year is equal to your monthly subscription

* Shadow monitoring, instant function/feature change, and instant problem resolution are outside the Carefree service and may incur standard labor rates

* Operators can only acknowledge Carefree SCADA alarms via a conventional computer, smartphone or tablet. Flip phones support alarm acknowledgment but do not support monitoring or remote control.

* Client is responsible for Indoor wall or outdoor pedestal with I/O and power already wired and piped to the desired location. This is a prerequisite for a standard ACS Carefree installation. ACS can provide this service for an additional cost at a standard rate for time and materials. See ACS standard terms and conditions for more information.

Professional SCADA Services, Schedule, and Participants

We propose that Phases I & II be completed over a 6-month contiguous period as follows in Figure 1:

* Actual duration of project dependent on ACS workload during execution

Figure 1: Proposed Schedule

Phase	Activity	Scope of Work	Calendar time
I	Programming Factory Acceptance Testing (FAT)	<ul style="list-style-type: none"> • Configuration of hosted SCADA server and SQL data historian • Design and programming of Web View display/interface • FAT (simulated with ACS hardware remotely witnessed by client) 	6 - 8 weeks
II	Commission, Operational Readiness Testing (ORT)	<ul style="list-style-type: none"> • Work with Client's installer to Integrate station controllers with ACS web hosting SCADA server • Perform ORT 	4 Months
Total time to complete from start finish			6 Months

Carefree© SCADA

Figure 2: Component Pricing Note: Core Service Items are in **Bold** in this table. Core Services are prerequisites.

Exhibit	Component	Description	Recurring Monthly Rate	One Time Migration Fee	ACS Installation Fee
A	Core: Web View	Part of the "Core" Carefree offering providing remote monitoring through secure ACS published web pages	\$115.00	\$2,850.00	N/A
B	Core: Historian	Part of the "Core" Carefree offering providing data warehousing which is a prerequisite for Email/Text Alarming and data trending	\$0.00	\$500.00	N/A
C	Core: Email/Text Alarming	Context alarm messaging for five alarms on up to three telephones	\$0.00	\$500.00	N/A

D	Core: Carefree Mobile	Mobile access from your smartphone or smart tablet	\$8.00	\$500.00	N/A
E	1 st System	Additional station beyond the initial "Core" station: Chanterelle Well & Lift Station - "Smart Site" Cellular Radio and ancillary hardware added to existing Micrologix 1400 PLC.	\$35.00	\$2,500.00	\$775.00
F	2 nd System	Additional station beyond the initial "Core" station: City Shop/Lift Station (assumes controller in the shop is responsible for lift station) - "Smart Site" Cellular Radio and ancillary hardware added to existing Micrologix 1400 PLC.	\$35.00	\$2,500.00	\$775.00
G	3 rd System	Additional station beyond the initial "Core" station: Main Lift Station - "Smart Site" Cellular Radio and ancillary hardware added to existing Micrologix 1400 PLC. This installation Includes a high-capacity I/O add-on and aPanel Mounted UPS Replacement.	\$35.00	\$7,000.00	\$775.00
H	4 th System	Additional station beyond the initial "Core" station: Glen Aspen Lift Station - "Smart Site" Cellular Radio and ancillary hardware added to existing Micrologix 1400 PLC.	\$35.00	\$2,500.00	\$775.00
I	5 th System	Additional station beyond the initial "Core" station: Honeysuckle Lift Station - "Smart Site" Cellular Radio and ancillary hardware added to existing Micrologix 1400 PLC.	\$35.00	\$2,500.00	\$775.00
Subtotals			\$318.00/ mo	\$21,350.00	\$3,875.00

** Control contingent on availability of pre-existing control I/O and instrumentation*

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2540 East Franklin Road, Meridian 83642 · Phone: 208.362.5858 · Fax: 208.965.8301 · <http://advancedcontrol.com>

Non-Standard Charges - Technical Discovery Trip (Program Collection, Cellular Surveys of Remaining Sites, I/O Verifications, Site Install Plan Development): \$1,705.00

Monthly Recurring Fee: \$318.00*

Total One-Time Fixed Migration Fee: \$26,930.00*

** 1st monthly fee invoiced the 20th of the month after Factory Acceptance Testing is completed, or incrementally as sites become available if applicable*

** 4 hours training via Web Session is included*

ACS will provide the services listed above in accordance with our link below to ACS company Terms and Conditions.

This Proposal will expire in 15 days. To re-quote, please contact our office at 208.362.5858.

Acceptance of Service – *Please sign where noted below and return a copy to our office. Your signature will serve as authorization to proceed and an acceptance of our Terms and Conditions.*

Signature: •	Date: •
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Name: Printed or Typed •	Your PO Number or Work Order Number: •
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Advanced Control Systems, LLC
2540 East Franklin Road
Meridian, ID 83642

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Fax: (208) 965-8301
Email: sales@advancedcontrol.com

**ACS Terms and Conditions can be found at
www.advancedcontrol.com/terms**



City of Bellevue

City of Bellevue
Regular Common Council Meeting
February 26, 2024

Agenda Item 10: EXECUTIVE SESSION:

Consideration of Executive Session in accordance with Idaho Statue § 74-206-1(f); to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated

Reminder/Procedure:

The motion to go into executive session shall **1. identify the specific subsections | § 74-206-1(f) |** of this section that authorizes the executive session. **2.** There shall be a **roll call vote** on the motion and **3. the vote shall be recorded in the minutes.** **5.** An executive session shall be **authorized by a two-thirds (2/3) vote of the governing body.**

1st MOTION: **Move to enter** into Executive Session in accordance with **Idaho Statue § 74-206-1(f)**; to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. **Second** and **Roll Call (2/3s vote of the governing body)**

2nd MOTION: **Move to reconvene** the Council's regular, open meeting. **Second** and **Roll Call**

Note: Documents will be handed out after the motion to enter into Executive Session and the documents will need to be returned after the meeting to be shredded. Thank you

Attachment(s): None