



# CITY OF BELLEVUE, IDAHO

Common Council

Monday, March 11, 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/87564460918?pwd=TIpmMFdidEtESjY1WnJIQU4vVFkyZz09>

Meeting ID: # 875 6446 0918

Passcode: # 247391

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 **March 7, 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 March 11, 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. **PUBLIC COMMENT:** (FOR ITEMS OF CONCERN NOT ON THE AGENDA)
4. **CONSENT AGENDA:** **ACTION ITEM**  
*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 27, 2024, through March 11, 2024
  - b. Request for Funds: Fire Department Request for \$9,848.88 for Two (2) Rapid Intervention Team (RIT) Kits, Chief Greg Beaver
  - c. Request for Funds: Street Department Request for approximately 20 to 40 Tons of CMA – Cold Mix, Casey McGehee, Streets
  - d. Approval of Findings of Fact for the Final Plat of the Drinkers of the Wind Subdivision, Bellevue, Idaho
  - e. Approval of Findings of Fact for Mountain Rides Transportation Authority's Application to construct On-Street Improvements located at 121 Clover Street, Bellevue, Idaho
5. **PRESENTATION:**
  - a. Consideration of Presentation from Jordan Cairns (*via Zoom*), **CivicPlus** – Municipal Websites Regarding Design & Hosting Solution, Michelle Snarr, Clerk & Jordan Cairns, CivicPlus: **ACTION ITEM**
6. **NEW BUSINESS:**
  - b. Consideration and Approval of Resolution 2370, A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Execute a Professional Services Agreement for On-Call Planning Services with Great West Engineering: Chris Johnson, Mayor and Andrew Kimmel, Great West Engineering | **ACTION ITEM**
  - c. Strahorn Subdivision Phase II
    - i. Consideration of Discussion Regarding a Third Amendment to the Strahorn Planned Unit Development Agreement, Executed December 19, 2019, as it Pertains to Ordinance 2009-04, Exhibit 1 "Annexation Agreement" between the City of Bellevue and Strahorn Partners, LLC, Jeff Pfaeffle, Strahorn | **ACTION ITEM**

- ii. Consideration of Discussion Surrounding the Completion of Strahorn Phase II Bonding Requirements and the Strahorn Planned Unit Development Agreement, dated December 19, 2019
- c. Consideration and Approval of Resolution 2371, A Resolution of the City Of Bellevue, Idaho, Authorizing the Mayor to Approve and Execute Purchases, Pursuant to Idaho Code §67-2803, for the City's Imminent Needs for the City's Water System: Shane Garrison, Water Contractor and Chris Johnson, Mayor | **ACTION ITEM**

**7. 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 *March 7, 2024*. Council Packets are available online at <https://www.bellevueidaho.us/> (Located under Mayor and City Council /City Council Agendas and Minutes)

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, 11 de marzo 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/87564460918?pwd=TIpmMFdidEtESjY1WnJIQU4vVFkyZz09>

ID de reunión: # **875 6446 0918**

Código de acceso: # **247391**

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 **7 de marzo de 2024**.*

#### LLAME PARA ORDENAR

##### LLAMADA DE ROL

1. **AVISO DE CUMPLIMIENTO DE LA AGENDA** SEGÚN EL CÓDIGO DE IDAHO §74-204 | **ARTÍCULO DE ACCIÓN**

*(Moción sugerida: propongo que el aviso para la reunión ordinaria del **11 de marzo 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)
3. **COMENTARIO PÚBLICO:** (PARA TEMAS DE PREOCUPACIÓN QUE NO ESTÁN EN LA AGENDA)
4. **AGENDA DE CONSENTIMIENTO:** | **ARTÍCULO DE ACCIÓN**  
*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: 27 de febrero de 2024 al 11 de marzo de 2024
  - b. Solicitud de fondos: Solicitud del Departamento de Bomberos de \$9,848.88 para dos (2) kits del Equipo de Intervención Rápida (RIT), Jefe Greg Beaver
  - c. Solicitud de fondos: Solicitud del Departamento de Calles para aproximadamente 20 a 40 toneladas de CMA – Cold Mix, Casey McGehee, Calles
  - d. Aprobación de las conclusiones de hecho para el plano final de la subdivisión Drinkers of the Wind, Bellevue, Idaho
  - e. Aprobación de las conclusiones de hecho para la solicitud de la Autoridad de Transporte de Mountain Rides para construir mejoras en la calle ubicada en 121 Clover Street, Bellevue, Idaho
5. **PRESENTACIÓN:**
  - a. Consideración de la presentación de Jordan Cairns (a través de Zoom), **CivicPlus:** sitios web municipales sobre diseño y solución de alojamiento, Michelle Snarr, secretaria y Jordan Cairns, CivicPlus | **ARTÍCULO DE ACCIÓN**
6. **NUEVO NEGOCIO:**
  - a. Consideración y aprobación de la Resolución 2370, una resolución de la ciudad de Bellevue, Idaho, que autoriza al alcalde a ejecutar un acuerdo de servicios profesionales para servicios de planificación de guardia con Great West Engineering: Chris Johnson, alcalde y Andrew Kimmel, Great West Engineering | **ARTÍCULO DE ACCIÓN**

- b. Subdivisión Strahorn Fase II
  - i. Consideración de la discusión sobre una tercera enmienda al Acuerdo de desarrollo de unidades planificadas de Strahorn, ejecutado el 19 de diciembre de 2019, en lo que respecta a la Ordenanza 2009-04, Anexo 1 “Acuerdo de Anexión” entre la Ciudad de Bellevue y Strahorn Partners, LLC, Jeff Pfaeffle, Strahorn | **ARTÍCULO DE ACCIÓN**
  - ii. Consideración de la discusión sobre la finalización de los requisitos de vinculación de la Fase II de Strahorn y el Acuerdo de desarrollo de unidades planificadas de Strahorn, con fecha del 19 de diciembre de 2019
- c. Consideración y aprobación de la Resolución 2371, una resolución de la ciudad de Bellevue, Idaho, que autoriza al alcalde a aprobar y ejecutar compras, de conformidad con el Código de Idaho §67-2803, para las necesidades inminentes de la ciudad para el sistema de agua de la ciudad: Shane Garrison, contratista de agua y Chris Johnson, Alcalde | **ARTÍCULO DE ACCIÓN**

9. **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 7 de Marzo 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  
March 11, 2024

**Agenda Item 4a:** Approval of Claims  
February 27, 2024 through March 11, 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 27, 2024 through March 11, 2024  
Claims Payable by **Class** – February 27, 2024 through March 11, 2024

# City of Bellevue CLAIMS PAYABLE

March 11, 2024  
Memo

Date	Num	Name	Memo	Account	Class	Amount
<b>Admin</b>						
03/11/2024	022224	DL Evans - Library	Zoom	51060 · Computers/Software	01 - Admin	40.00
03/11/2024	022224	DL Evans - Mayor	MSFT	51060 · Computers/Software	01 - Admin	148.50
03/11/2024	022224	DL Evans - Mayor	MSFT	51060 · Computers/Software	01 - Admin	151.22
03/11/2024	022224	DL Evans - Mayor	IDrive - Yearly Chg.	51060 · Computers/Software	01 - Admin	149.50
03/11/2024	02013-2024-2	ICRMP	10/1/2023 - 9/30/2024 Half Yr Policy Annual Premium	51150 · Liability Insurance	01 - Admin	3,356.72
03/11/2024	022224	DL Evans - Library	Amazon - Electric Letter Opener - Admin	51180 · Office Equipment Rental/Repair	01 - Admin	204.19
03/11/2024	37204661	Quill Corporation	Copy Paper	52010 · Office Supplies	01 - Admin	145.92
03/11/2024	022224	DL Evans - Mayor	Amazon - Tab Labels	52010 · Office Supplies	01 - Admin	8.78
03/11/2024	022224	DL Evans - Mayor	Amazon - Cable for Logitech webcom & speaker	52010 · Office Supplies	01 - Admin	17.99
03/11/2024	022224	DL Evans - Mayor	Amazon - 12 volt power adapter	52010 · Office Supplies	01 - Admin	30.00
03/11/2024	076193/9	Valley Wide Cooperative	Screws, anchors for shelf in Shelly's office	52010 · Office Supplies	01 - Admin	5.04
03/11/2024	022224	DL Evans - Mayor	Condolences.com - flowers for Dorothy Judd service	52060 · Publishing	01 - Admin	172.92
03/11/2024	022924	South Valley Storage Company LLC	March- Unit #F-13 - 1/2 Price	52085 · Storage	01 - Admin	63.00
03/11/2024	022224	DL Evans - Mayor	DRI - Tenorshare.com - phones	52100 · Telephone	01 - Admin	39.95
<b>Total Admin</b>						<b>\$4,533.73</b>
<b>P &amp; Z</b>						
03/11/2024	0324-057	Karl Malone Ford	Karl Malone Ford 1/16/24 - 2/25/24	51073 · Contract Labor	03 - P & Z	3,927.50
03/11/2024	02013-2024-2	ICRMP	10/1/2023 - 9/30/2024 Half Yr Policy Annual Premium	51150 · Liability Insurance	03 - P & Z	1,137.40
03/11/2024	12674744	Idaho Mountain Express	Legal - M & M Variance Application	52060 · Publishing	03 - P & Z	82.80
<b>Total P &amp; Z</b>						<b>\$5,147.70</b>
<b>Parks</b>						
03/11/2024	02013-2024-2	ICRMP	10/1/2023 - 9/30/2024 Half Yr Policy Annual Premium	51150 · Liability Insurance	04 - Parks	305.16
<b>Total Parks</b>						<b>\$305.16</b>
<b>Fire</b>						
03/11/2024	022224	DL Evans - Fire Dept.	Amazon - Repair for Engine 3 pump	51090 · Equipment Maint & Repairs	05 - Fire	109.57
03/11/2024	CL50026	United Oil	Card #8859953#1	51110 · Fuel	05 - Fire	50.02
03/11/2024	02013-2024-2	ICRMP	10/1/2023 - 9/30/2024 Half Yr Policy Annual Premium	51150 · Liability Insurance	05 - Fire	1,414.82
03/11/2024	022224	DL Evans - Fire Dept.	Two Way Direct - Radio Batteries	52080 · Small Tools & Equipment	05 - Fire	312.93
03/11/2024	022224	DL Evans - Fire Dept.	Meals @ Fire Academy in Burley	52120 · Training & Meetings	05 - Fire	127.66
03/11/2024	673997	Best Western Plus	Lodging for Fire Academy in Burley	52120 · Training & Meetings	05 - Fire	214.00
03/11/2024	673998	Best Western Plus	Lodging for Fire Academy in Burley	52120 · Training & Meetings	05 - Fire	214.00
<b>Total Fire</b>						<b>\$2,443.00</b>

# City of Bellevue CLAIMS PAYABLE

March 11, 2024

Date	Num	Name	Memo	Account	Class	Amount
<b>Library</b>						
03/11/2024	CD042582342461C	OverDrive, Inc.	Participation in the Idaho Digital Consortium	51080 · Dues & Memberships	07 - Library	165.29
03/11/2024	02013-2024-2	ICRMP	10/1/2023- 9/30/2024 Half Year Policy Annual Premium	51150 · Liability Insurance	07 - Library	582.57
03/11/2024	061533	Jane's Artifacts	Library Supplies	52090 · Supplies	07 - Library	80.05
03/11/2024	022224	DL Evans - Library	Amazon	55000 · Library New Books	07 - Library	9.27
03/11/2024	022224	DL Evans - Library	Amazon	55010 · Library Programs	07 - Library	180.93
03/11/2024	022224	DL Evans - Library	Family Dollar	55010 · Library Programs	07 - Library	32.60
03/11/2024	022224	DL Evans - Library	Vista Print - Banners - money from Cox Grant	55010 · Library Programs	07 - Library	143.09
<b>Total Library</b>						<b>\$1,193.80</b>
<b>Marshal</b>						
03/11/2024	CL50024	United Oil	Card #263953/Gaston	51110 · Fuel	08 - Marshal	200.23
03/11/2024	CL50024	United Oil	Card #263954/Shelamer	51110 · Fuel	08 - Marshal	162.86
03/11/2024	CL50024	United Oil	Card #263955/Thayer	51110 · Fuel	08 - Marshal	142.79
03/11/2024	CL50024	United Oil	Card #263956/Rawson	51110 · Fuel	08 - Marshal	127.94
03/11/2024	02013-2024-2	ICRMP	10/1/2023 - 9/30/2024 Half Year Policy Annual Premium	51150 · Liability Insurance	08 - Marshal	3,911.55
<b>Total Marshal</b>						<b>\$4,545.37</b>
<b>B &amp; G</b>						
03/11/2024	02013-2024-2	ICRMP	10/1/2023 - 9/30/2024 Half Yr Policy Annual Premium	51150 · Liability Insurance	09 - B & G	305.16
03/11/2024	194	Palomera, Maria	Cleaning March- City Hall/Library & Marshal's Office	51160 · Maintenance & Repairs	09 - B & G	500.00
03/11/2024	076588/9	Valley Wide Cooperative	Mouse traps - City Hall	51160 · Maintenance & Repairs	09 - B & G	59.66
03/11/2024	022224	Idaho Power	115 Pine St. - City Hall	52140 · Utilities	09 - B & G	167.09
03/11/2024	022224	Idaho Power	117 Pine St. - Library	52140 · Utilities	09 - B & G	91.47
03/11/2024	022224	Idaho Power	206 N. Main St - Museum	52140 · Utilities	09 - B & G	129.91
03/11/2024	022224	Idaho Power	517 N. 2nd St.	52140 · Utilities	09 - B & G	101.13
03/11/2024	022224	Idaho Power	89 Martin Ln. - Shop	52140 · Utilities	09 - B & G	274.03
03/11/2024	022124	Intermountain Gas	206 N. Main St. - Museum	52140 · Utilities	09 - B & G	15.45
03/11/2024	022124	Intermountain Gas	City Hall	52140 · Utilities	09 - B & G	217.95
03/11/2024	022124	Intermountain Gas	Shop - Martin Lane	52140 · Utilities	09 - B & G	177.42
03/11/2024	022124	Intermountain Gas	206 N. Main St. - Museum	52140 · Utilities	09 - B & G	141.16
03/11/2024	0001698850	Clear Creek Disposal	Shop - 91 Martin Lane - February	52140 · Utilities	09 - B & G	141.39
03/11/2024	0001698852	Clear Creek Disposal	130 Riverview Dr. - Cardboard Recycling - February	52140 · Utilities	09 - B & G	400.52
03/11/2024	0001698852	Clear Creek Disposal	Contaminated Recycle Pickup - 1/30/24	52140 · Utilities	09 - B & G	76.58
03/11/2024	0001698852	Clear Creek Disposal	Contaminated Recycle Pickup - 2/13/24	52140 · Utilities	09 - B & G	76.58
03/11/2024	0001698852	Clear Creek Disposal	Contaminated Recycle Pickup - 2/20/24	52140 · Utilities	09 - B & G	76.58
03/11/2024	0001698851	Clear Creek Disposal	Fire Station - 517 2nd St. N. - February	52140 · Utilities	09 - B & G	28.06
03/11/2024	0001698851	Clear Creek Disposal	Fire Station - (credit) Transferred Material	52140 · Utilities	09 - B & G	-159.00
03/11/2024	0001698851	Clear Creek Disposal	Contaminated Recycle Pickup - 2/6/24	52140 · Utilities	09 - B & G	76.58
03/11/2024	0001698851	Clear Creek Disposal	Contaminated Recycle Pickup - 2/13/24	52140 · Utilities	09 - B & G	76.58
03/11/2024	0001698848	Clear Creek Disposal	City Hall - 115 E. Pine St. - February	52140 · Utilities	09 - B & G	45.00
<b>Total B &amp; G</b>						<b>\$3,019.30</b>

# City of Bellevue CLAIMS PAYABLE

March 11, 2024  
Memo

Date	Num	Name	Memo	Account	Class	Amount
<b>Streets</b>						
03/11/2024	634028/10	The Bancorp Bank, N.A.	1/3 Chevy 5500 lease	51022 · Automobile Lease	10 - Streets	608.66
03/11/2024	106094	White Cloud Communications, Inc.	4 Radios for the Streets Dept.	51090 · Equipment Maintenance & Repairs	10 - Streets	3,500.00
03/11/2024	176398	Napa Auto Parts	Case of Oil	51110 · Fuel	10 - Streets	104.22
03/11/2024	CL50025	United Oil	Fuel - Streets - Card #26139 - McGehee	51110 · Fuel	10 - Streets	230.02
03/11/2024	CL50025	United Oil	Fuel - Streets - Diesel for Grader	51110 · Fuel	10 - Streets	169.22
03/11/2024	CL50027	United Oil	Streets - Equipment - Card #8191665	51110 · Fuel	10 - Streets	190.60
03/11/2024	179243	Napa Auto Parts	Def for Trucks	51110 · Fuel	10 - Streets	35.97
03/11/2024	02013-2024-2	ICRMP	10/1/2023 - 9/30/2024 Half Yr Policy Annual Premium	51150 · Liability Insurance	10 - Streets	2,524.48
03/11/2024	1104884	Coastline Equipment	John Deere Loader repairs	51160 · Maintenance & Repairs	10 - Streets	1,747.98
03/11/2024	179243	Napa Auto Parts	Hammer	52080 · Small Tools & Equipment	10 - Streets	5.99
03/11/2024	124771/1	Ranchers Supply	Pallet of Ice Melt	52090 · Supplies	10 - Streets	93.40
03/11/2024	220746	Gem State Welders Supply Inc	Oxygen & Acetylene	52090 · Supplies	10 - Streets	8.99
03/11/2024	022224	Idaho Power	100 N. 8th St. - Park	52145 · Utilities - Street Lights	10 - Streets	35.20
03/11/2024	022224	Idaho Power	114 Elm St. - PED	52145 · Utilities - Street Lights	10 - Streets	33.19
03/11/2024	022224	Idaho Power	116 Pine St. - PED	52145 · Utilities - Street Lights	10 - Streets	50.74
03/11/2024	022224	Idaho Power	1461 S. Main St. - Light	52145 · Utilities - Street Lights	10 - Streets	31.11
03/11/2024	022224	Idaho Power	161 Cowcatcher Loop Lite	52145 · Utilities - Street Lights	10 - Streets	3.15
03/11/2024	022224	Idaho Power	218 N. Main St. - Light	52145 · Utilities - Street Lights	10 - Streets	5.91
03/11/2024	022224	Idaho Power	300 E. Cedar Sts. - Park	52145 · Utilities - Street Lights	10 - Streets	26.34
03/11/2024	022224	Idaho Power	318 Cedar St. - Park	52145 · Utilities - Street Lights	10 - Streets	26.34
03/11/2024	022224	Idaho Power	508 Broadford Rd. - Light	52145 · Utilities - Street Lights	10 - Streets	27.20
03/11/2024	022224	Idaho Power	714 Main St. - Light	52145 · Utilities - Street Lights	10 - Streets	29.32
03/11/2024	022224	Idaho Power	921 Riverside Drive - Light	52145 · Utilities - Street Lights	10 - Streets	2.54
03/11/2024	022224	Idaho Power	Street Lights	52145 · Utilities - Street Lights	10 - Streets	1,293.47
03/11/2024	022224	Idaho Power	Street Lights	52145 · Utilities - Street Lights	10 - Streets	50.04
03/11/2024	022224	DL Evans - Library	IDT - Registration for Trailer	52150 · Vehicle Maint & Repair	10 - Streets	23.69
03/11/2024	106158	White Cloud Communications, Inc.	Radio Service - Public Works Dept. - March Invoice	56045 · Radio Fees	10 - Streets	20.00
<b>Total Streets</b>						<b>\$10,877.77</b>

**Water**

03/11/2024	634028/20	The Bancorp Bank, N.A.	1/3 Chevy 5500 lease	51022 · Automobile Lease	20 - Water	608.66
03/11/2024	BDE-24-2-2	BDE Water Professionals	Monthly Fee - February	51073 · Contract Labor	20 - Water	3,000.00
03/11/2024	BDE-24-2-2	BDE Water Professionals	Hourly Response chg. - 24 hrs @ 90.00 per hr.	51073 · Contract Labor	20 - Water	2,160.00
03/11/2024	BDE-24-2-2	BDE Water Professionals	Hourly Collection Apprentice 29 hrs @ \$65.00 hr.	51073 · Contract Labor	20 - Water	1,885.00
03/11/2024	BDE-24-2-2	BDE Water Professionals	Hourly Collection Helper -38 hrs @ \$60.00 per hr.	51073 · Contract Labor	20 - Water	2,280.00
03/11/2024	BDE-24-2-2	BDE Water Professionals	Hrly Helper Emergency chg. 4 hrs @ \$120.00 per. hr.	51073 · Contract Labor	20 - Water	480.00
03/11/2024	BDE-24-2-2	BDE Water Professionals	Hrly Apprent Emergency Chg. - 3.5 hrs @ \$130.00per hr.	51073 · Contract Labor	20 - Water	455.00
03/11/2024	BDE-24-2-2	BDE Water Professionals	Monthly Backup RC Operator	51073 · Contract Labor	20 - Water	600.00
03/11/2024	BDE-24-2-2	BDE Water Professionals	Fully Licensed Operator - 115 hrs @ 65.00 per hr.	51073 · Contract Labor	20 - Water	7,475.00
03/11/2024	02013-2024-2/20	ICRMP	10/1/2023 - 9/30/2024 Half Yr Policy Annual Premium	51150 · Liability Insurance	20 - Water	3,911.54

## City of Bellevue CLAIMS PAYABLE

March 11, 2024  
Memo

Date	Num	Name	Memo	Account	Class	Amount
03/11/2024	0073737-IN	Digline Inc.	Monthly Fee	52050 · Professional Services	20 - Water	41.00
03/11/2024	30663	Water Dynamics, LLC dba M.V. Labs	Drinking Water Samples	52110 · Test Samples	20 - Water	120.00
03/11/2024	022224/20	Idaho Power	100 Slaughterhouse - Pump House	52140 · Utilities	20 - Water	154.79
03/11/2024	022224/20	Idaho Power	32 Muldoon Rd. - WTNK	52140 · Utilities	20 - Water	36.41
03/11/2024	022224/20	Idaho Power	400 Muldoon Rd.	52140 · Utilities	20 - Water	86.63
03/11/2024	022224/20	Idaho Power	805 Chestnut St. - Pump	52140 · Utilities	20 - Water	111.36
03/11/2024	022224/20	Idaho Power	90 1/2 Tendoy St. - Well	52140 · Utilities	20 - Water	40.14
03/11/2024	022224/20	Idaho Power	90 Tendoy St Well	52140 · Utilities	20 - Water	196.33
03/11/2024	022224	Intermountain Gas - Strahorn Pump	Strahorn Pump Station	52140 · Utilities	20 - Water	17.48
03/11/2024	106158	White Cloud Communications, Inc.	Radio Service - Public Works Dept. - March Invoice	56045 · Radio Fees	20 - Water	20.00
<b>Total Water</b>						<b>\$23,679.34</b>
03/11/2024	634028	The Bancorp Bank, N.A.	1/3 Chevy 5500 lease	51022 · Automobile Lease	30 - Wastewater	608.66
03/11/2024	BDE-24-2-1	BDE Water Professionals	Monthly Fee - February	51073 · Contract Labor	30 - Wastewater	4,000.00
03/11/2024	BDE-24-2-1	BDE Water Professionals	Hourly Apprentice - 55 hrs @ \$65.00 per hr.	51073 · Contract Labor	30 - Wastewater	3,575.00
03/11/2024	BDE-24-2-1	BDE Water Professionals	Hourly response chg. - 15 hrs @ \$90.00 per hr.	51073 · Contract Labor	30 - Wastewater	1,350.00
03/11/2024	BDE-24-2-1	BDE Water Professionals	Hourly Apprectice Helper - 95 hrs @ \$60.00 per hr.	51073 · Contract Labor	30 - Wastewater	5,700.00
03/11/2024	BDE-24-2-1	BDE Water Professionals	Excess of quote ( Loss taken)	51073 - Contract Laboar	30 - Wastewater	-1,135.00
03/11/2024	CL50023	United Oil	Fuel - Wastewater - Card #263140	51110 · Fuel	30 - Wastewater	128.97
03/11/2024	068935/H	Valley Wide Cooperative	Propane	51110 · Fuel	30 - Wastewater	18.89
03/11/2024	02013-2024-2/30	ICRMP	10/1/2023 - 9/30/2024 Half Yr Policy Annual Premium	51150 · Liability Insurance	30 - Wastewater	10,292.10
03/11/2024	022224	Century Link	Internet Service - Wastewater Treatment Plant	52020 · Internet Expense	30 - Wastewater	155.42
03/11/2024	31414	Great West Engineering	Task Order No 2 - WW treatment plan per Reso. 2358	52050 · Professional Services	30 - Wastewater	5,527.50
03/11/2024	0073737-IN	Digline Inc.	Monthly Fee	52050 · Professional Services	30 - Wastewater	41.00
03/11/2024	31828	Great West Engineering	Task Order No 2 - WW treatment plan per Reso. 2358	52050 · Professional Services	30 - Wastewater	414.00
03/11/2024	068935/H	Valley Wide Cooperative	Suplies for Sewer Plant	52090 · Supplies	30 - Wastewater	81.91
03/11/2024	30664	Water Dynamics, LLC dba M.V. Labs	Coliform, Nitrate, Nitrite, Phosph, Chloride Samples	52110 · Test Samples	30 - Wastewater	549.00
03/11/2024	126773	Go-Fer It Express Inc.	Sample deliveries to Magic Valley Labs	52110 · Test Samples	30 - Wastewater	50.40
03/11/2024	022224/30	Idaho Power	1269 Glen Aspen Drive - Lift	52140 · Utilities	30 - Wastewater	43.39
03/11/2024	022224/30	Idaho Power	130 Riverview Drive - Lift	52140 · Utilities	30 - Wastewater	241.72
03/11/2024	022224/30	Idaho Power	31 Alyson Rd. - Lagoon	52140 · Utilities	30 - Wastewater	951.55
03/11/2024	022224/30	Idaho Power	31 Alyson Rd. - Main	52140 · Utilities	30 - Wastewater	1,983.93
03/11/2024	022224/30	Idaho Power	80 Honeysuckle Lift	52140 · Utilities	30 - Wastewater	32.16
03/11/2024	022224/30	Idaho Power	88 Martin Ln. - Lift	52140 · Utilities	30 - Wastewater	118.14
03/11/2024	022224/30	Idaho Power	90 Tendoy St. - Lift	52140 · Utilities	30 - Wastewater	40.75
03/11/2024	022124	Intermountain Gas	130 Riverview	52140 · Utilities	30 - Wastewater	124.26
03/11/2024	106158	White Cloud Communications, Inc.	Radio Service - Public Works Dept. - March Invoice	56045 · Radio Fees	30 - Wastewater	20.00
<b>Total Wastewater</b>						<b>\$34,913.75</b>
<b>GRAND TOTAL CLAIMS PAYABLE</b>						<b>\$90,658.92</b>



## City of Bellevue

City of Bellevue  
Regular Common Council Meeting  
March 11, 2024

**Agenda Item 4b:** Request for Funds

**Fire Department**

Request for Two (2) Rapid Intervention Team (RIT) Kits. The price per each is \$4,924.44 for a total of \$9,848.88

**Action Item:** Chief Greg Beaver, Fire Department

**Note:** Chief Beaver budgeted for these two RIT Kits; however, the fire truck broke down. He indicated that the Fire Department can use the bottles from their old kits, and they will replace them in the couple of years. Safety Equipment: #58230

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

Attachment(s): Curtis Quotation  
**Quote** – Dated February 13, 2024



## Bellevue Fire Department

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

Request for funds for council meeting on 03-11-24.

Request for funds: RIT Kit (Rapid Intervention Team)

I budgeted for this, and the fire truck broke down. We can use the bottles from our old kits and we will replace them in the next few years.

The total is  $\$4924.44 \times 2 = \$9848.88$

This will come out of Safety Equipment #58230 that line.

Chief Greg Beaver

Bellevue Fire Department

Ph: 801-486-7285  
 TF: 800-426-0509  
 Fax: 801-487-1278  
[slcsales@lncurtis.com](mailto:slcsales@lncurtis.com)  
 UEI#: DDLSADSWN7U7



Intermountain Division  
 1635 South Gramercy Road  
 Salt Lake City, UT 84104  
[www.LNCurtis.com](http://www.LNCurtis.com)  
 Quotation No. 290489

\*\*\*\*\* Quotation

**CUSTOMER:**  
 Bellevue City Fire Department  
 ID  
 PO Box 825  
 Bellevue ID 83313

**SHIP TO:**  
 Bellevue City Fire Department  
 ID  
 115 East Pine  
 Bellevue ID 83313

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
290489	**** 02/13/2024	03/14/2024

SALESPERSON	CUSTOMER SERVICE REP
Shannon Crays <a href="mailto:scrays@lncurtis.com">scrays@lncurtis.com</a> 208-863-9557	Shannon Crays <a href="mailto:scrays@lncurtis.com">scrays@lncurtis.com</a> 208-863-9557

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Greg Beaver	C30737	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
SP	Standard Shipping	

**NOTES & DISCLAIMERS**

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

**Safety Warning Notice:** Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. The SDS is provided with the product. In addition, manufacturer's safety and/or warning notices, instructions and information relating to the proper use and care of the product is provided with the product. All applicable SDS, safety and/or warning notices, instructions and other information provided with the product should be thoroughly read, reviewed, and understood prior to handling, distributing, using, reselling, or servicing any and all products provided by Curtis. Materials utilized to clean, repair, maintain and/or service your owned equipment, as well as Curtis owned equipment, may contain per-and polyfluoroalkyl substances (PFAS) to meet national standards or original equipment manufacturer specifications. For other important product notices and warnings, or to request an SDS, product specifications, manufacturer's safety notices, instructions and/or warning notices, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	1	EA	10206311 MSA	Uebss 2018 Edition G1 Rit Extendaire II System, 4500#, Medium Facepiece, Regulator, 6Ft Quick-Fill Hose, Urc, Thread Connect		\$4,643.98	\$4,643.98
				WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.			
2	1	EA	RBL20 TRUE NORTH	Red L-2 Rit Bag W/ Iron-Cloth Technology & Heat-Shield Skid Plate	OM	\$280.46	\$280.46

**\$4,924.44**



## City of Bellevue

City of Bellevue  
Regular Common Council Meeting  
March 11, 2024

**Agenda Item 4c:** Request for Funds

**Street Department**

Street Department Request for 40 Tons of CMA – Cold Asphalt Mix (CMA)

**Action Item:** Casey McGehee, Streets Supervisor

**Note:** The requested **Cold Asphalt Mix** will be used to patch potholes. The **price per ton** to be **DELIVERED** is \$139 per ton. Mr. McGehee indicated he will need a minimum of 20 tons and maybe up to an additional 10-20 tons depending on the condition of the roads when they start to dry.

In addition, Mr. McGehee will need Hot Mix Asphalt to start patching as soon as the asphalt plant opens.

He is requesting approval of the **Cold Asphalt Mix** purchase now so the Street Department will have their first delivery around the third week of March, 2024.

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

Attachment(s): SUNROC CORP dba DEPATCO  
**Quote** – Dated February 13, 2024



1. The prices quoted do not include sales tax. Payment is to be made on actual quantities weighed at Sunroc dba Depatco's scales and will be paid for by the Standard English Ton from Sunroc dba Depatco's scale tickets. Price is based on tons of aggregate including moisture. No deduction for moisture is allowed. No guarantee for moisture content will be made. All prices shown are quoted F.O.B. Sunroc Sunroc dba Depatco's premises, unless stated otherwise on page one of this document.
2. Sunroc Corp dba Depatco has no control over how the aggregates are spread, placed, and handled at the job site. Therefore, once the aggregates are loaded out of Sunroc dba Depatco's stockpiles and the material leaves the premises of Sunroc dba Depatco, BUYER becomes the owner and Sunroc dba Depatco accepts no further responsibility for quality, gradation, or overloading. It is therefore imperative that BUYER inspect the aggregates in the stockpiles or trucks as is deemed necessary, before the material is hauled away from Sunroc dba Depatco's premises. Sunroc dba Depatco may perform internal quality assurance testing for its own use. Other than this, the price does not include any materials testing or mix designs. BUYER will be responsible for any testing, mix designs, or quality assurance work at BUYER's own cost.
3. All accounts are due the 15th of the month following the date of purchase. In the event payment is not made by the 15th of the month following purchase, BUYER agrees to pay if collection is made, by suit or otherwise, a reasonable attorney's fee, plus a **FINANCE CHARGE OF 1.5% per month (ANNUAL PERCENTAGE RATE OF 19.56%)**, and hereby waives all rights to claim exemption under state laws. As a supplier, Sunroc dba Depatco will not be subject to retention.
4. **FORCE MAJEURE:** Sunroc Corp dba Depatco shall not be liable for any delay or failure in performance resulting, in whole or in part, from any cause or event of Force Majeure. The term "Force Majeure" means any event or events or any cause or causes which are not within the control of Sunroc which make it impossible or commercially impracticable for Sunroc dba Depatco to perform its obligations within the time(s) contemplated by this Agreement, including without limitation events of riot, war, rebellion, blockage, insurrection, interruption of utilities, reduction or interruption of essential supplies, terrorism, vandalism, fire, acts of God, flood, frost, extreme temperatures, landslide, washout, atmospheric disturbances, lightening, storm, tornado, earthquake, and civil disturbances, strikes, or lockouts, and requirements of law, and acts or orders of governmental authorities.
5. BUYER will maintain all haul roads and dust control on the job site.
6. Bids may be withdrawn if not accepted within 10 days.
7. Some materials are not always available. BUYER must contact Sunroc to confirm availability.
8. By ordering and/or hauling material from Sunroc's premises, BUYER agrees to all the terms and conditions of this Materials Quotation.
9. Sunroc Corp dba Depatco is an EEO/AA employer.

**SIGNATURE BY OWNER OR AGENT CONSTITUTES ACCEPTANCE OF THE ABOVE.** TO CONFIRM YOUR ACCEPTANCE OF THESE PRICES, TERMS, AND CONDITIONS AS QUOTED, PLEASE RETURN ONE SIGNED COPY TO OUR BOISE OFFICE.

**SUNROC CORP dba DEPATCO:**

**BUYER:**

BY Jon Stoddard DATE 2/13/2023 BY \_\_\_\_\_ DATE \_\_\_\_\_

TITLE Sales Representative TITLE \_\_\_\_\_

(Corporations must be signed by an officer of the company)



## City of Bellevue

City of Bellevue  
Regular Common Council Meeting  
March 11, 2024

**Agenda Item 4d:** Approval of Findings of Fact for the Final Plat of the Drinkers of the Wind Subdivision, Bellevue, Idaho

**Community Development**

**Action Item:** Community Development

**Note:** The Final Plat of the Drinkers of the Wind Subdivision was approved by the Common Council on February 26, 2024

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

**Attachment(s):** Findings of Fact – Final Plat Final Plat of the Drinkers of the Wind Subdivision, dated March 11, 2024

**CITY OF BELLEVUE  
COMMON COUNCIL**

Final Plat: Findings of Fact and Conclusions of Law

<b>REGARDING AN APPLICATION OF:</b> Opal Engineering for Final Plat approval of the Drinkers of the Wind Subdivision.	<b>FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION</b>  Date: March 11, 2024
--	--

**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 **Alderman Shay** and a second by **Alderman Giordani**, and a vote of **6-0** 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

City of Bellevue  
Regular Common Council Meeting  
March 11, 2024

**Agenda Item 4e:** Approval of Findings of Fact for Mountain Rides Transportation Authority's Application to construct On-Street Improvements located at 121 Clover Street, Bellevue, Idaho

### **Community Development**

**Action Item:** Community Development

**Note:** The "On-Street Parking Improvements" Application for Mountain Rides was approved by the Common Council on February 26, 2024

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

**Attachment(s):** Findings of Fact – Mountain Rides Transportation Authority's Application to construct On-Street Improvements located at 121 Clover Street, Bellevue, Idaho, dated March 11, 2024

**CITY OF BELLEVUE  
COMMON COUNCIL**

Mountain Rides On-street Parking Plan

<b>REGARDING AN APPLICATION FOR:</b> Application to construct on-street parking improvements submitted by Opal Engineering & Vital Ink Architecture on behalf of the Mountain Rides Transportation Authority.	<b>FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION</b>  Date: March 11, 2024
--	--

**REQUESTED ACTION:** The applicant is proposing to develop three (3) on-street parking spaces adjacent to its facility on Clover Street.

**RELATED / CONCURRENT APPLICATIONS:** The applicant has submitted two (2) concurrent applications associated with this application.

1. A lot line readjustment to remove the lot line between the subject lots, and
2. A design review application that has been reviewed and conditionally approved by the Bellevue P&Z Commission. One of the conditions of the design review approval is that the Council approve the on-street parking proposed in this application.

**APPLICABLE ZONING REGULATIONS:**

Title 10, Chapter 21: Off Street Parking and Loading

**BACKGROUND:**

As noted above, the applicant has received a conditional design review approval for an addition to the existing Mt. Rides facility from the P&Z Commission. The parking plan for the addition includes three (3) parking spaces that applicant will develop at its own expense in the city ROW along Clover Street. The development of on-street parking is permitted in Bellevue City Code §10-21-3: E.2 subject to approval by the City Council.

**\*NOTE: for purposes of clarification, Staff response is in bold.**

<b>I. APPLICATION MATERIALS &amp; NOTICE</b>
--

Review of this application will take place at a duly noticed public meeting. A public hearing is not required.

**Notice:** 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. **COUNCIL FINDING: Notice was mailed to the required property owners on February 15, 2024.**

**Exhibit A – Application Materials**

All application materials were received on February 8, 2024 unless indicated otherwise.

**A-1:** Written request for city council review of on-street parking

**A-2:** Plan Set, Opal Engineering

**A-3:** List of 300’ adjoining (not included in Council packet)

**Exhibit B – Department Head Comments**

**Fire Department Comments:**

No comments received.

**Water and Sewer Department Comments:**

No comments received.

**Building Department Comments:**

No comments received.

**Street Department Comments:**

No comments received.

**Exhibit C – Public comments**

No comments received.

**II. OFF STREET PARKING AND LOADING: Title 10, Chapter 21**

10-21-3: A: Parking Space Dimensions: The minimum parking dimensions are as follows:

Angle	Width	Length	Aisle Width
90°	9.0'	19'	24'
60°	9.0'	21'	16'
45°	9.0'	19.8'	15'
Parallel	8.0'	23'	14'

**COUNCIL FINDING: Three (3) on-street parallel spaces are proposed at 8’ x 23’.**

10-21-3: E. Credits For On Street Parking Improvements:

2. 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. **COUNCIL FINDING: The application for this approval was received on 2/8/24 and included all of the required materials. The requirement to have reimbursement fees paid is addressed in Condition #2. Staff recommends the Council finds that the location of the proposed spaces is appropriate and that the proposed plan includes all the improvements necessary to meet the intent of this code section. The parking is proposed at a corner and the appropriate improvements are included to access the parking spaces.**

3. All on street improvements for parking spaces shall be constructed in accordance with the City street standards ordinance and other applicable City standards. **COUNCIL FINDING: This code section will be conditionally met via Recommended Condition #3.**

4. No parking created within any public right-of-way shall be held or used for the exclusive parking of any business or property, but shall be open to the use by the general public subject to the police powers of the City and Idaho Transportation Department. **COUNCIL FINDING: This code section will be met via City of Bellevue parking enforcement.**

<b>V. DECISION AND CONDITIONS:</b>
<p>Motion: Upon a Motion by <b>Alderman Carriero</b> and a second by <b>Alderman Giordani</b>, and a <b>unanimous</b> vote to APPROVE with the conditions stated below, this On-street parking improvement application by the Mountain Rides Transportation Authority , located at 117-121 Clover St., finding the application complies with the applicable standards set forth under City of Bellevue Code Sections §10-21: Off-Street Parking and Loading, subject to the following conditions:</p>

- 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.**

IT IS SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Chris Johnson, Mayor

ATTESTING:

\_\_\_\_\_  
City Clerk



## City of Bellevue

City of Bellevue  
Regular Common Council Meeting  
March 11, 2024

**Agenda Item 5: PRESENTATION:**

Consideration of Presentation from Jordan Cairns (*via Zoom*), **CivicPlus** – Municipal Websites Regarding Design & Hosting Solution

**Action Item:** Michelle Snarr, Clerk

**CivicPlus:** Mr. Jordan Cairns, CivicPlus, *via Zoom*

**Background:** The City has been looking to get a new website since before I began my employment with the City. The current website is not adequate for the City’s needs, and it is difficult to maintain. In addition, I do not think it is user friendly, and residents and other interested parties have a difficult time finding the information they are looking for.

CivicPlus is a website provider that specializes in working with municipal entities, and is created with residents, transparency, and improving how residents access and experience municipal services.

**Features:** Modules that provide transparent information; Tools for residents to do business online; Resident engagement tools; ADA Compliant; and Easy to use.

**Modules:** Advanced Calendaring; Meeting and Agendas; News & Announcements; Important Alert (urgent messaging);

**Engagement Tools:** Unlimited Email Subscriptions/Notifications (allows residents to subscribe and receive email alerts for new posts); SMS Subscriptions/Notifications (allow residents to subscribe and receive SMS text messages for new posts);

**Tools for Residents:** Requests, Feedback and Submissions from Residents: Service Requests, Contact Us, Surveys and Polling, Applications (all city applications), Suggestions.

**Translation:** the website utilizes “Google Translate”. An “icon” is available within the website for Google Translate, and the entire website can be translated into multiple languages.

CivicPlus also recently merged with MuniCode, a codification software, which has an option for self-publishing that allows the city to amend the code as it happens and enter the amendments after publication. In addition, it has the ability to upload the approved/signed ordinance with the exhibits, forms, displays, etc. The software can also be utilized to create ordinances within the program, whether amend or created; and has an option to be able to search over 4,000 codes for research or for ideas to create new ordinance.

**Suggested Motion:** No Motion Is Required. It is listed as an Action Item only if the Council is interested in making a motion or suggestion to: investigate further, make a specific suggestion, or look at more options, etc.

**Attachment(s)** CivicPlus Overview  
CivicPlus Web Information & Open Proposal  
Cost Comparison with current vendors



municipal websites

OPEN

Bellevue, Idaho

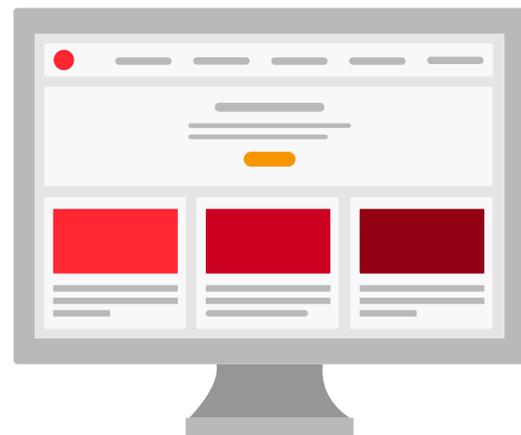
# Website Design & Hosting Solution

---

Proposal valid for 60 days from date of receipt

Prepared by:

Jordan Cairns  
P: 785.370.7764  
cairns@civicplus.com



# CivicPlus Company Overview

## CivicPlus History

CivicPlus began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus has continued to implement new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.



Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and CRM, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

### EXPERIENCE

- 20+** Years
- 12,000+** Customers
- 900+** Employees

### RECOGNITION

- Inc. 5000** 11-time Honoree
- GovTech** 2023 Top 100 Company
- Stevie® Awards** Recognized with multiple, global awards for sales and customer service excellence

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 12,000 customers and their 100,000+ administrative users. In addition, over 340 million residents engage with our solutions daily.

### Primary Office

302 S. 4th Street Suite 500  
Manhattan, KS 66502  
Toll Free: 888.228.2233 | Fax: 785.587.8951  
[civicplus.com](http://civicplus.com)

# Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

What sets us apart is our Civic Experience Platform. CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.



# Premium Designs

The included design portfolio will provide you with an idea of the different directions we can take your creative design. Your art director will work with you to understand your municipality's needs and style.

Our Premium Designs are ideal for communities that want a professional, mobile-friendly design without the added expense of extensive custom design work. A Premium Design offers all the same features and functionality; any differences are website design related. Premium designs have fewer custom design elements, such as a non-scrolling site element, while still retaining enough design elements to make the site yours. Customize your logo, color palette menu, quick link layouts, and background images.



**Hooper City, Utah**  
[hoopercity.com](http://hoopercity.com)



**Livingston, California**  
[cityoflivingston.org](http://cityoflivingston.org)



**Arkansas City, Kansas**  
[arkcity.org](http://arkcity.org)

# Ultimate Designs

An Ultimate design allows you to start with a blank slate and provide optimal flexibility and design options for your new website. It is offered in both a scrolling and non-scrolling format. You will work with our designer to build a layout that uses our extensive widget library and add styling to give the site a unique look that fits your municipality.



**Clatsop County, Oregon**  
[co.clatsop.or.us](http://co.clatsop.or.us)



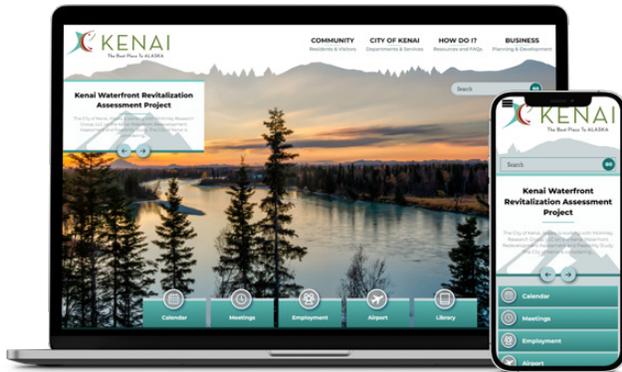
**Mission Springs Water District, California**  
[mswd.org](http://mswd.org)



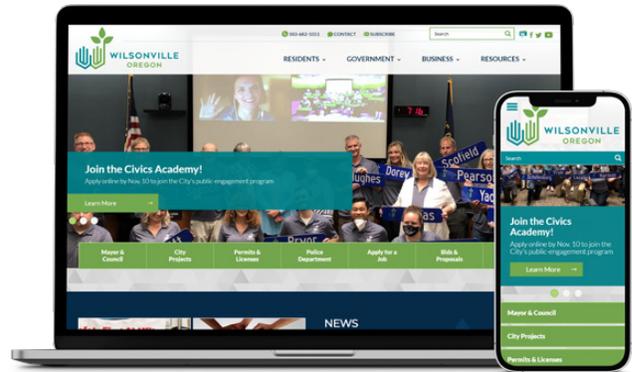
**Sault Ste. Marie, Michigan**  
[saultcity.com](http://saultcity.com)



**Estacada, Oregon**  
[cityofestacada.org](http://cityofestacada.org)



**Kenai, Alaska**  
[kenai.city](http://kenai.city)



**Wilsonville, Oregon**  
[ci.wilsonville.or.us](http://ci.wilsonville.or.us)



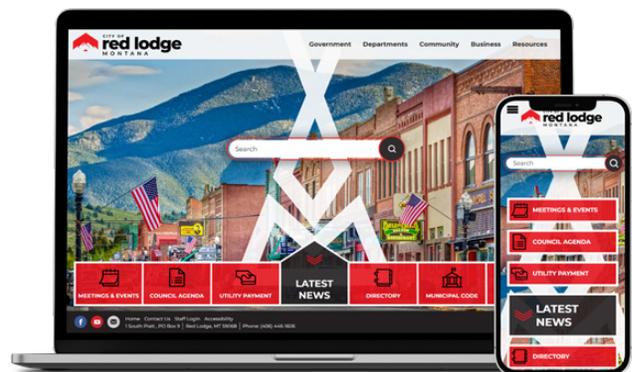
**Leavenworth, Kansas**  
[leavenworthks.org](http://leavenworthks.org)



**Royal Palm Beach, Florida**  
[royalpalmbeach.com](http://royalpalmbeach.com)



**Saxman, Alaska**  
[cityofsaxman.com](http://cityofsaxman.com)



**Red Lodge, Montana**  
[cityofredlodge.net](http://cityofredlodge.net)

# CMS Features & Functionality



Our **Municipal Websites Open** are built using a CMS specifically for local governments and offers full feature sets for all your department's needs. Using CivicPlus for your website provides an excellent experience for both your staff and residents in the community. **Granular permissions** can allow each department to easily edit content and manage their residents' interactions.

We have the solution to the challenges you face with full feature sets for all your department needs!



**Website Design Tailored to Your Needs**



**Hosting, Security, & Reporting**



**Modules That Provide Transparent Information**



**Resident Engagement Tools**



**Tools for Residents to Do Business Online**



**Convenient Access from Any Device**



**Intuitive & Easy to Use**



**Granular Permissions to Match Your Processes**



**ADA Compliance**



**Can Expand & Grow with Your Ever-Changing Needs**

## CivicPlus Website Features

### WEBSITE DESIGN TAILORED TO YOUR NEEDS

**Stunning Design** – A professional art director will work closely with you to design a website that fits your municipality's style and needs.

**Intuitive Site Navigation** – Main navigation menu, via a mega menu or drop-down, keeps it simple to get to any page.

**Image Displays** – Interactive widgets that include photos and videos to showcase your community.



**Unlimited Number of Department Specific Pages (microsite)** – A page specifically for an individual department/board that can automatically display department-specific information in the sidebar of your pages. This allows categorization and filtering by department and allows permissions to be department based.

**Site Within a Site (subsites)** – Add-on that allows any department/board or page to have an entirely different look and feel to match your department's style, while still being part of the same website and using the same backend CMS.

## HOSTING, SECURITY, & REPORTING

**Domain Management** – CivicPlus can provide full-service domain hosting.

**Secure Site Gateway** – Every website receives an SSL certificate for your peace of mind.

**Secure Login** – Optimal security is available through Microsoft's Identity Server.

**Single Sign On (SSO)** – Ability to log into multiple CivicPlus products with the same login credentials.



**Custom Identity Provider (IdP)** – A custom IdP is available as an add-on through Azure AD, Okta, and ADFS.

**CAPTCHA Secure** – The CMS uses CAPTCHA technology to restrict auto-generated submissions.

**Data Ownership** – Customers always own the rights to all their data.

**Audit Trail/History Logs** – The CMS captures and stores a complete history of content postings.

**Analytics and Reporting** – Google Analytics provide web analytics and other reporting is available such as a broken links report.

## MODULES THAT PROVIDE TRANSPARENT INFORMATION ON YOUR SITE

**Advanced Calendaring** – Create meetings and events to be displayed in calendars throughout your website. Residents can easily use our calendars with custom filters, multiple event views, and export capabilities.

**Meetings and Agendas** – Manually post meetings and agendas on the website with a built-in module. For advanced functionality, including automated agenda and packet generation and live meeting management, our integrated Agenda and Meeting Management product is available as an add-on.

**Advanced Search in Your Website** – Quickly search all pages and uploaded files across the website. Department-specific search options are also available.

**News & Announcements** – Display the most recent news on your home page or department pages.

**FAQs** – Easily show your most frequently asked questions and their corresponding answers.

**Important Alerts** – Prominently display urgent messages on the home page and/or department home pages to notify residents of time-sensitive information, such as closings or inclement weather warnings.

**Document Center** – Staff can upload and manage documents in one central repository.

**Image Library** – Store all your photos and graphical images in one central location for access by all applicable staff.



**Staff Directory** – Manage staff names and contact information in one central repository, and easily display applicable staff members on various pages.

**Business Directory** – As an optional add-on, this feature lists information about businesses within your community by category; businesses can also submit their information on a form to be approved by your staff before publishing.

**Embedded Videos & iFrames** – Embed Vimeo or YouTube videos or iFrame in third-party partners on any page.

**Dynamic Site Map** – Sitemap configuration that search engines can easily consume.

## RESIDENT ENGAGEMENT TOOLS

**Unlimited Email Subscriptions/Notifications** – Allow residents to subscribe and receive email alerts for new website posts that interest them.

**SMS Subscriptions/Notifications** – This add-on feature allows residents to subscribe and receive SMS text messages for new website posts they're interested in.

**RSS Feeds** – RSS feeds are available for department updates, news, and urgent alerts.

## TOOLS FOR RESIDENTS TO DO BUSINESS ONLINE

**Requests, Feedback, and Submissions from Residents via Web Forms** – Our fully customizable web forms allow for a variety of resident interaction. Form submissions can be automatically routed to a specific person or department.

Common uses cases of our custom web forms include:

- Service Requests
- Contact Us
- Surveys and Polling
- Applications
- Suggestions, Complaints, and Tips

**Interactive Maps** – Provide a graphical representation of location-specific information shown on a map.

**Job Postings and Applicants** – Staff can post job openings, allowing residents to browse available jobs online and apply through an online form submission.

**Payments** – Citizens can make payments online through CivicPlus Pay (add-on) or you can iFrame or link out to another third-party payment system. **The City has the ability to do this now. They can do it through QuickBooks or through "pay-port".**

## CONVENIENT ACCESS FROM ANY DEVICE

**Responsive Design / Mobile Support** – Your website design will be built to automatically adjust and scale so that it works well on all devices regardless of screen size, including wide screen monitors, tablets, and mobile devices.



### **SCHEDULING OPTION:**

The city is having a 4th of July celebration. The City knows it is having the celebration in April. The event can be "scheduled" in April, and it can be set to be published to the site "a month before" (JUNE 4th) . The content will show on the City's website, until the day the City wants it unpublished (JULY 5th). The event is scheduled and entered for a specific date to be published and a specific date to be unpublished with one entry. No one has to go back and remove the "notice of event".

## **INTUITIVE & EASY TO USE**

**Intuitive CMS** – Easiest website editing with only a few clicks that's intuitive for even non-technical users.

**Text and Image Editors** – One WYSIWYG editor interface, similar to Microsoft Word, for all types of content, as well as an image editor to adjust focal points on photos.

**Previewing** – Edit pages to your liking before publishing to the live website.

\*\*\*\*\* **Scheduling Options** – Schedule content to automatically publish and unpublish on your site at a specific date and time.

**Social Media Integrations** – Quickly auto-post to Twitter and Facebook while you're adding content, news, or alerts to your website. Conversely, we often use iFrames to display your Twitter and/or Facebook feeds right on your website page. Our web pages also come equipped with built-in YouTube video players.

**Versioning** – All previous versions of pages are saved online, allowing you to view or re-publish at any time.

**Google Translate** – Translate content on your site to multiple languages, utilizing Google Translate, for ease of use for all residents. **Click the "Google Translate" icon, and the entire website (except for items uploaded by staff) will translate in to another language.**

**Easy to Use Forms Builder** – Feature-rich webform builder available for simple and advanced tasks, that when submitted can be routed to the appropriate people.



**Content Efficiencies** – Create and manage content once and have it display multiple places.

**Tags/Views** – All files can be easily found through filters of tags on items such as documents and images.

## **GRANULAR PERMISSIONS TO MATCH YOUR PROCESSES**

**Roles & Permissions** – User accounts are assigned a role, granting the users specific levels of permissions within the CMS.

**Department Specific Permissions** – Permissions can be set so individuals have access to edit their own department's content (or multiple departments) without having to rely on an IT director or Administrator to make website changes for them.

**Menu Manager** – Department users can manage their own sub-menus, and advanced users control primary navigation and homepage components.

**Private Page Permissions** – Easily create private pages that are password protected with a log-in, for internal use.

**Unlimited Users and Pages** – Customers can add unlimited staff users and create unlimited pages to their website.



## ADA COMPLIANCE

**Start Compliant** – The CivicPlus implementation team builds websites that are ADA WCAG 2.0 compliant.

**Stay Compliant** – Tools are built into the system to reduce the chances of violating ADA compliance guidelines, such as requiring an Alt Tag on photos that are uploaded. We offer our Monsido Web Governance program to provide a wide array of tools for maintaining the quality, ADA compliance, internal policy compliance, and optimal functionality of your site. And as a partner program, we can include AudioEye for automatic ADA remediation at a discounted rate.

## Your CivicPlus Website Can Expand and Grow with Your Ever-Changing Needs

- Your new website will be built on the trusted Drupal platform.
- Full functionality is available with an unlimited number of uses to meet your needs now and in the future.
- Integration with CivicPlus product suites for many additional benefits. For example:
  - SSO, email notifications, text notifications (add-on), and a resident portal.
  - Access to add-on other integrated CivicPlus products such as service request, FOIA, social media archives, or mass emergency notification software.
- Free regular group trainings to continuously keep new staff trained.



# Implementation

---

## Project Timeline

Design creation, accessibility, usability guidance, content optimization, training - CivicPlus delivers all of this and more during the development of your new CivicPlus Municipal Websites Open. Your exact project timeline can vary based on the determined project scope, project enhancements purchased, your availability for meeting coordination, action item return and completion, adherence to approval deadlines, and other factors. Some of the phases listed here can overlap and occur concurrently.

Based on our experience, the estimated timeline for the successful completion of your website project is approximately 10-12 weeks. A finalized schedule will be compiled after we meet with you.

<b>PHASE 1: ANALYZE REQUIREMENTS &amp; REVIEW PLAN</b>	3-4 Weeks	<ul style="list-style-type: none"><li>• Website Assessment</li><li>• Website Design Meeting</li><li>• Project Manager Meeting</li></ul>
<b>PHASE 2: DESIGN &amp; BUILD</b>	2 Weeks	<ul style="list-style-type: none"><li>• Design Concept Creation &amp; Approval (Ultimate designs)</li><li>• Website Setup, Configuration, and Customization</li></ul>
<b>PHASE 3: MIGRATE CONTENT</b>	1-2 Weeks	<ul style="list-style-type: none"><li>• Content Finalization &amp; Departmental Review</li><li>• Directory Pages/Staff Directory and Ordinances/Resolutions</li><li>• If purchased: Projects, Commercial/Industrial Properties, Business Directory,</li></ul>
<b>PHASE 4: STAFF TRAINING</b>	2-3 Weeks	<ul style="list-style-type: none"><li>• Flexible staff training schedule allows attendance over an extended timeframe, even allows individuals to repeat a session at their direction</li></ul>
<b>PHASE 5: TESTING</b>	1 Week	<ul style="list-style-type: none"><li>• Functional Testing</li><li>• Acceptance Testing</li></ul>
<b>PHASE 6: GO LIVE</b>	1 Week	<ul style="list-style-type: none"><li>• Go Live</li></ul>

# Approaching Your Project Implementation

## Communication & Management

Communication between you and your CivicPlus team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software will keep all stakeholders involved and informed.

Cloud Coach offers task management transparency with a multi-level work breakdown structure and Gantt Chart-based project plan. Tasks, deliverables, and milestones are aligned to deliver your website in an optimal timeframe

Cloud Coach utilization, combined with regular check-ins with your project manager, provides ample opportunities to review project progress quickly and efficiently.



## Phased Approach

### PHASE 1: ANALYZE REQUIREMENTS & REVIEW PLAN

Website Assessment	CivicPlus will analyze your current website(s) to assess the existing navigation, features/functions, and content quality.
Website Design Meeting	CivicPlus will conduct a design meeting with a customer- defined web advisory team. We recommend the advisory team be limited to a maximum of four members who will provide input regarding the overall design of the new website, including the site branding and high-level site navigation. The individual or team will review website version images provided by the designer. <b>Deliverables:</b> Website design specifications (graphic design, information)
Project Manager Meeting	CivicPlus assigns a qualified Project Manager to guide you through the Website Content build-out. They will assist you with determining the content to be migrated or developed. During your initial meeting they will discuss topics such as website menuing, domains & DNS, training approach, and a variety of other related website topics. <b>Deliverables:</b> Customer will develop an overall understanding of how the process will flow right through to Implementation.

## PHASE 2: DESIGN & BUILD

<p>Design Concept Creation &amp; Approval (Ultimate Designs)</p>	<p>CivicPlus will complete concepts for the homepage. These concepts will incorporate all the graphical elements and layouts. You will select a concept after a series of iterative design revisions—up to six mockup revisions. You will officially sign-off on the final website design selected once it meets your expectations.</p> <p><b>Deliverables:</b> Design concepts, Finalized design (Adobe XD)</p>
<p>Website Setup, Configuration, &amp; Customization</p>	<p>CivicPlus will create a fully functional website that includes the elements described in this proposal.</p> <p>CivicPlus will finalize the remaining components within the approved design and navigation as part of the website setup.</p> <p><b>Deliverables:</b> Functional website setup, Content migration initiated</p>

## PHASE 3: MIGRATE CONTENT

<p>Content Finalization &amp; Departmental Review</p>	<p>CivicPlus will migrate all content for your staff to review and finalize before go-live. See the pricing section for the specific number of included pages.</p> <p><b>Deliverables:</b> Content creation and migration, Homepage and Departmental content review</p>
<p>Directory Pages   Staff Directory, Projects, Commercial/Industrial Properties, Business Directory, Ordinances/Resolutions</p>	<p>Depending upon website options selected and the volume of data CivicPlus may provide you with a custom Microsoft Excel template to complete to allow for auto-importing.</p> <p><b>Deliverables:</b> Content creation and migration, Departmental content signoff</p>
<p>Agenda &amp; Minutes Migration</p>	<p>The Content Development Team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.</p>



## PHASE 4: STAFF TRAINING

### Staff Training

Throughout the development and after launch, you and your team can access on-demand training, resources, and educational opportunities. Our initial training is offered online to administrators and content contributors. Individuals can attend training sessions over 3–4-week period prior to going live. During this time, you have the option of repeating any session as desired. Our flexible scheduling of sessions will make it easier to fit training into your weekly schedule.

**Deliverables:** Online Training with a Qualified Instructor, Video Conference, Videos and User guides

## PHASE 5: TESTING

### Functional Testing

CivicPlus will perform a series of tests across multiple browsers and operating system versions to confirm site functionality and all features documented in this proposal.

**Deliverables:** Complete and Comprehensive Testing

### Acceptance Testing

A standard webpage is defined as one that contains a title, body text, and up to five links, file attachments, or images. We will provide a custom quote if you require migration of more complex pages.

**Deliverables:** Site acceptance by customer

## PHASE 6: GO LIVE

### Go Live

We will work with you to make the appropriate Domain and DNS entry changes to initiate the process of making the new site available on the internet. Once the website is Live we will transition you to our Technical Support organization for the best post-implementation experience.

**Deliverables:** Final Website – Live!

# M<sup>3</sup> Integratable Meetings Management Migration & Server Configuration

## Setting You Up for Immediate & Future Public Meetings Success

Systematically and accurately migrate up to five years of meetings PDF documents into your website's Meetings Directory (agendas, packets, minutes). The Meetings Directory, along with the website Calendar, is easy to manage and update within the CMS dashboard. It is also uniquely engineered to seamlessly integrate with the CivicPlus Agenda and Meeting Management solution which further integrates with our Codification solution. It is important to set this up properly on day one for optimal transparency, search, and as a foundation for future meetings management optimization.

## Your Role During Implementation

A smooth, on-time deployment is dependent on the customer's participation, providing timely information and approving proofs quickly.

- The customer will make available relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort and create new content copy as needed.
- The customer will assign a single point of contact that will be responsible for coordinating the schedules of other project stakeholders.
- The customer will review any deliverables requiring formal approval within five business days and return all comments and issues at or before those five days have elapsed.
- The customer will assign one person who will act as the ultimate decision-maker in the case where consensus among the team cannot be reached.
- The customer must agree to the applicable terms of services for Google-related services such as Google Analytics and Google Maps to access those features. CivicPlus is not responsible for Google's decisions related to discontinuing services or changing current APIs.



# Continuing Services

---

## Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding the technical functionality and usage of your new website.

CivicPlus Technical Support will provide a toll-free number as well as an online email support system for users to submit technical issues or questions. Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

### Support at a Glance

- Technical support engineers available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone and email
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center ([civicplus.help](https://civicplus.help))

## AWARD-WINNING



CivicPlus has been honored with two Gold Stevie® Awards, three Silver Stevie® Awards, and seven Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 1,000 Employees, Most Valuable Response by a Customer Service Team (COVID-19), Best Customer Satisfaction Strategy, and Remote Customer Service Innovation of the Year. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

## CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.



## CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

## MAINTENANCE

CivicPlus is responsible for all ongoing maintenance. This includes various security and other patches provided by the greater Drupal community, as well as any module updates provided by the module maintainers. We also provide ongoing development of our CMS with releases of new functionalities and features usually on a quarterly basis.

## Hosting & Security

CivicPlus protects your investment and takes hosting and security of our customers' websites sites seriously. Redundant power sources and internet access ensure consistent and stable connections. You'll find that our extensive, industry-leading process and procedures for protecting and hosting your website are unparalleled. From our secure data center facilities to constant and vigilant monitoring and updating of your system, including 99.9% guaranteed up-time (excluding maintenance).

Your new website will be hosted by CivicPlus in conjunction with a third-party managed solution, Acquia, a software as a service provider specializing in the Drupal Platform ([acquia.com](http://acquia.com)). Acquia Cloud is built on AWS infrastructure using a High Availability architecture across AWS Availability Zones. The CivicPlus platform is multi-tiered with its load balancers, application, database, and a file system each on separate tiers. Multi-tier infrastructure has resiliency, performance, scalability, and security advantages over a single-tier system. This will allow CivicPlus to maintain greater control over hacking attempts and DDoS attacks and provide an easy pathway for us to implement feature upgrades and service patches.

Your website will be protected by several yearly industry audit certifications. Your infrastructure will also be protected from downtime via horizontal and vertical scaling capabilities that can handle as much traffic as is needed at any time. Please reach out if you would like more information on our audit certifications, infrastructure methodologies, hardware specifications, or any other aspect of the hosting and security of your new website.



# Project Costs

## Features & Functionality

- CivicPlus Municipal Website
- Unlimited user licenses
- Unlimited staff page creation ability

## Implementation

- Premium/Ultimate Design
- Up to 150 pages Content Migration
- Pre-scheduled weekly training sessions allow you to register and attend sessions to fit your schedule

## Annual Recurring Services

- Hosting & Security
- Software maintenance including service patches & system enhancements
- 24/7 Technical support
- Free monthly training webinars
- Access to the CivicPlus Help Center with click-through tutorials
- Dedicated customer success manager

## M<sup>3</sup> Integratable Meetings

### Management Migration & Server Configuration

- Migrate up to 5 years of meetings PDFs to Meetings Directory

	Premium Design	Ultimate Design
One-Time Implementation Fee	No Fee	No Fee
M <sup>3</sup> Integratable Meetings Management Migration & Server Configuration	\$850 One-Time	\$850 One-Time
Hosting & Support Annual Fee	\$3,795	\$4,758
	<p>20% Discount on Annual Fees If a CivicPlus Customer for Agenda and Meeting Management <u>AND</u> Codification</p>	
	<p>10% Discount on Annual Fees If a CivicPlus Customer for Agenda and Meeting Management <u>OR</u> Codification</p>	



# Optional Enhancements

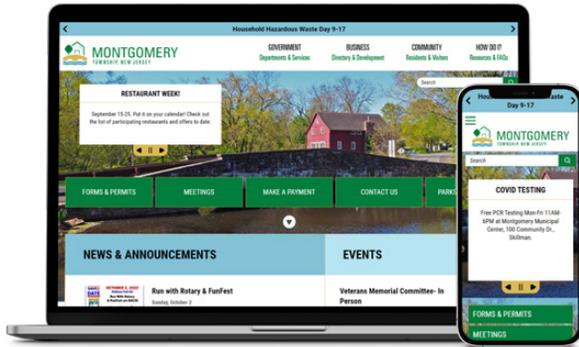
Optional Items	Cost
Business Directory	\$825 / year
Projects Directory	\$385 / year
Properties Directory	\$385 / year
Parks Directory	\$385 / year
Bids and RFPs	\$220 / year
Specialty Subsites	\$1,650 / year
Website Redesign Every Fourth Year (Ultimate Package Only)	\$825 / year
Chatbot for Residents	\$2,750 / year
<b>Text Messaging (up to 20,000 SMS texts included)</b>	<b>\$550 / year</b>
CivicPlus Pay	\$3,000 one-time \$1,785 / year
Additional Pages of Content Migration (150 pages and 3 years of meetings are migrated as a part of the base price)	\$250 / 50 pages



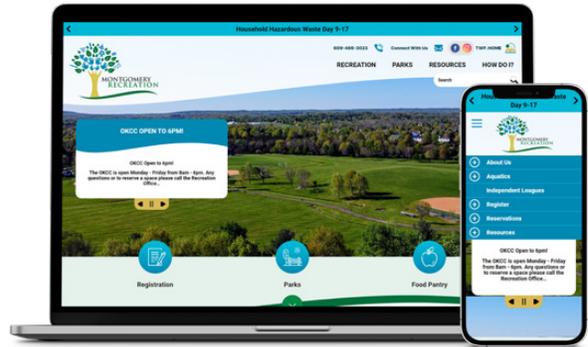
# Specialty Subsite Graphic Designs

We also offer the option of having graphic designs for subsites that require specialized branding. These specialty subsites leverage your content management system and database, enabling the same functionality as your primary website with a unique look and feel.

## Montgomery Township, New Jersey - Parks & Recreation Subsite



[montgomerynj.gov](http://montgomerynj.gov)



[montgomerynj.gov/parksrec](http://montgomerynj.gov/parksrec)

## Morganton, North Carolina - Parks & Recreation Subsite & Downtown Subsite



[morgantonnc.gov](http://morgantonnc.gov)



[morgantonparksandrec.com/parksrec](http://morgantonparksandrec.com/parksrec)



[downtownmorganton.com/main-street](http://downtownmorganton.com/main-street)

## Invoicing Details

- 100% of Year 1 costs upon contract signing.
- Annual recurring Services shall be invoiced on the start date of each Renewal Term.
- Annual Recurring Services shall be subject to a 5% annual increase beginning in Year 2 of service.
- All invoices are due within 30 days of the date of such invoice.

If the payment schedule and terms noted above does not meet your needs, please discuss with us so that we can try to accommodate your goals.

## Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available.

A formal, summarized Statement of Work that delineates your chosen project scope will be provided for your review and final signature.

If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.

## Additional Solutions & Services

Our Civic Experience Platform provides a bridge between citizens and governments for positive interactions. We offer the following solutions and services for our customers:

- Meetings and Agenda Management
- Codification (Municode)
- Emergency and Mass Notifications
- Parks and Recreation Management
- 311 and CRM
- Process Automation and Digital Services
- Public Works
- Fire and Life Safety Inspections
- Planning, Permitting, Licensing, and Code Enforcement
- Web Governance and ADA Remediation (ADA Compliance, Quality Assurance, Internal Policy Compliance, Site Functionality Optimization)
- Social Media Archiving
- FOIA Management

Visit our [website](#) or reach out to your Account Executive for additional information, a schedule a demo, or to obtain a quote.



**WEBSITE AND CODIFICATION**

<b>WEBSITE</b>		<b>CURRENT - GovOffice/Catalis</b>	<b>CivicPlus WEB</b>	
Annual Hosting Fee		\$699.60	\$ -	<b>One Time Fee</b> Implementation Fee
<b>Total</b>		<b>\$699.60</b>	\$ 850.00	Intergratable Mtg Mgmt
			\$ 850.00	<b>One Time Fee</b>
			<b>CivicPlus WEB</b>	
			\$ 3,795.00	Annually
			\$ -	5 Licenses
			\$ -	"AD ON" - TEXTING \$ 550.00
			\$ -	"AD ON" Agenda Mgmt (not now) \$ 2,600.00
			<b>\$ 3,795.00</b>	<b>Annual Fee</b>
			<b>\$ 4,645.00</b>	<b>Total Start-Up</b>
<b>CODIFICATION</b>		<b>CURRENT AMERICAN LEGAL</b>	<b>CivicPlus Codification</b>	<b>One Time Fee</b>
Annual Hosting Fee	\$	500.00	\$ 1,200.00	Conversion of Am. Legal to MuniCode
Aug. 2023 Invoice - Supplement Pages	\$	462.00	\$ -	
Aug. 2023 Invoice - Shipping for: Ord #2023-01 & 2023-04	\$	19.65	\$ -	
Dec. 2022 Invoice - Edits	\$	748.00	<b>\$ 1,200.00</b>	<b>One Time Fee</b>
Dec. 2022 Invoice - Shipping for: Ord #2021-01 & 2022-05	\$	39.90	<b>CivicPlus Codification</b>	<b>Annual Fee</b>
			\$ 1,000.00	Annually
			\$ -	5 Licenses
			\$ -	Any Additional "Books" \$ 350.00
				<b>MuniPRO Service - Search over 4,000 codes - research and /or new Ordinances \$ 500.00</b>
<b>Total</b>	\$	<b>1,769.55</b>	\$ -	
		<b>One Year - Hosting Fee &amp; Invoices Dec 22 - Aug 2023</b>	<b>\$ 1,000.00</b>	<b>Annual Fee</b>
			<b>\$ 2,200.00</b>	<b>Total Start-Up</b>



## City of Bellevue

City of Bellevue  
Regular Common Council Meeting  
March 11, 2024

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

Consideration and Approval of Resolution 2370, A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Execute a Professional Services Agreement for On-Call Planning Services with Great West Engineering

**Action Item:** Chris Johnson, Mayor

**Great West Eng:** Andrew Kimmel and/or Jerry Grebenc, Great West Engineering, *via Zoom*

**Note:** The item is the approval for a Professional Service Agreement for On-Call Planning. The City advertised the Request for Qualifications on December 13, 2023, in the Idaho Mountain Express (Legals), and the deadline was January 25, 2024, at 4:00 p.m.

**Suggested Motion:** Move to Adopt Resolution No. 2370, A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Execute a Professional Services Agreement for On-Call Planning Services with Great West Engineering

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

**Attachment(s)** Resolution 2370; and  
Great West Engineering, Agreement for Professional Services, Exhibit “A”  
Great West Engineering, Specific Task Orders, Exhibit “A.1”  
Great West Engineering, Statement of Qualifications, Exhibit “A.2”

**CITY OF BELLEVUE, IDAHO  
RESOLUTION 2370**

**A RESOLUTION OF THE CITY OF BELLEVUE, IDAHO, AUTHORIZING THE  
MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL  
PLANNING SERVICES WITH GREAT WEST ENGINEERING**

**WHEREAS**, the City of Bellevue, Idaho, (City) is a duly organized municipal corporation of the State of Idaho; and,

**WHEREAS**, the City has been in need of professional planning services for the benefit of the City, its inhabitants, developers, and professional service providers; and,

**WHEREAS**, in accordance with Idaho Statute § 67-2320, the City advertised and published a Request for Qualifications (RFQ) for On-Call Planning Services on December 13, 2023, and proposals were accepted until January 26, 2024; and

**WHEREAS**, The City received a Statement of Qualifications from Great West Engineering for On-Call Planning Services; and

**WHEREAS**, the City believes Great West Engineering will be a benefit to the City for providing On-Call Planning Services.

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

- Section 1.** Approves the Agreement, including the Statement of Qualifications, all schedules and exhibits attached to the Agreement, between the City of Bellevue, Idaho, and Great West Engineering for On-Call Planning Services in substantially the form presented at the March 11, 2024, regular Council meeting attached hereto as **Exhibit “A”, Exhibit “A.1”, and Exhibit “A.2”**.
- 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 On-Call Planning Services with Great West Engineering.

**PASSED and ADOPTED** by the Common Council and signed by the Mayor of the City of Bellevue, Idaho, this 11<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Chris Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Michelle K. Vest Snarr, City Clerk

**City of Bellevue  
Resolution 2370**

**ROLL CALL**

**AYE**

**NAY**

Council Member Carreiro

\_\_\_\_\_

\_\_\_\_\_

Council Member Shay

\_\_\_\_\_

\_\_\_\_\_

Council Member Leahy

\_\_\_\_\_

\_\_\_\_\_

Council President Giordani

\_\_\_\_\_

\_\_\_\_\_

Council Member Mahoney

\_\_\_\_\_

\_\_\_\_\_

Council Member Obenauf

\_\_\_\_\_

\_\_\_\_\_



## EXHIBIT "A"

### AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made and entered into by and between the City of Bellevue, a Charter City and Municipal Corporation organized under the Constitution and laws of the State of Idaho with its principal business located at 115 E Pine, Bellevue, Idaho 83313 herein referred to as "Client" and Great West Engineering, Inc. of 2501 Belt View Drive, Helena, Montana 59601, herein referred to as "Consultant".

The above named Consultant and the Client mutually agree as follows:

1. **Scope of Work:** Client desires Consultant to provide professional engineering, planning, and related services for various designated and undesignated public works projects within the Client's jurisdictional area. Client further desires Consultant to act as an "on-call" Planning Consultant, to engage in general engineering and planning services related to the Client's infrastructure, in particular those activities associated with but not limited to the:

General Planning Services:

Perform general planning tasks related to:

- Administration of the City zoning code, subdivision regulations and annexation policies and procedures.
- Engineering review of the design and technical portions of development applications (as applicable).
- Updating City planning documents.
- Provide GIS mapping services. And
- Provide other planning/land use-related assistance as requested by the City.

Consultant shall perform the Services for the Client by specific Task Orders, which shall be in substantially the same form as attached Exhibit "A" and which must be signed by both parties before becoming Consultant's responsibility.

2. **Effective Date and Time of Performance:** This Agreement takes effect upon its execution by both parties hereto and will terminate two (2) years after that date. Upon mutual written agreement by both parties, the Agreement may be extended for up to three (3) one (1) year terms.
3. **Services and Materials:** The Consultant shall provide and furnish all services, materials, supplies, transportation, equipment, and supervision necessary to perform the scope of Services outlined and described for each Task Order in Exhibit "A" on a lump sum or time and material basis according to the hourly rates specified in Exhibit "B". Both exhibits are attached hereto and made a part of this Agreement. The Consultant shall not commence work on any Task Order until a signed letter or e-mail of Notice to Proceed is provided by the Client for such task. Consultant hereby certifies that Consultant has obtained all necessary professional licenses or certificates as specified or required by Idaho law to perform the scope of Services for Client as specified in this Agreement. If Client requests Services outside Consultant's certification and/or licensure, Consultant will promptly inform Client.
4. **Compensation and Method of Payment:** The Client will pay the Consultant within forty-five (45) days of receipt of an invoice or statement for Services performed. Any invoice not paid within forty-five (45) days after the date of the invoice shall bear interest at the maximum allowable rate permitted by law.

Time and material invoices are based on the hourly rates set forth in Consultant's prevailing *Schedule of Billing Rates*, attached hereto as Exhibit B, which may be amended from time to time, plus expenses. Lump sum tasks will be invoiced on a percentage based on work completed to date. The Consultant may alter the distribution of compensation between individual Task Order phases to be consistent with service actually rendered. Services performed and costs expended by the Consultant for each Task Order shall not exceed the maximum amount authorized for the specific Task Order without additional express written authorization from the Client, unless an emergency requires the expenditure before such authorization can reasonably be obtained.

Expenses shall include out-of-pocket costs for technical, professional and clerical services; transportation; meals and lodging; laboratory tests and analyses; subcontractors; telephone; printing; copying; and binding. Expenses are billed at the actual invoice amount, and Client shall pay all governmental fees, permits and charges.

Consultant may stop work on the project and withhold delivery of all Services until Client's obligations then due and owing to Consultant are paid in full.

5. **Liaison:** Michelle Snarr, City Clerk, City of Bellevue, ID, is the Client's liaison with the Consultant. Andrew Kimmel, PE, Business Unit Manager, Great West Engineering, Inc., is the Consultant's liaison with the Client.
6. **Independent Contractor:** It is understood by the parties hereto that the Consultant is an independent contractor as that term is defined by Idaho statute and current case law and as such is not an employee of the Client for purposes of federal or state taxes, social security (FICA) withholding, retirement plans or systems, worker's compensation, or any other obligation which an employer has a duty to perform on behalf of an employee under applicable federal, state, or local statutes, rules or regulations.

Consultant is and shall perform this Agreement as an independent contractor, and, as such, is responsible to the Client only as to the results to be obtained for the Services herein specified, and to the extent that the Services shall be performed in accordance with the terms of this Agreement. Consultant shall have and maintain complete control over all of its employees, being responsible for any required payroll deductions and benefits, such as, but not limited to, worker's compensation within statutory limits and unemployment insurance.

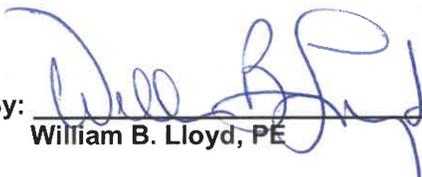
7. **Insurance:** Insurance shall be maintained by the Consultant. Prior to initiating Services on this project, Consultant shall provide the Client with a Certificate of Insurance or other documentary evidence that the attached insurance requirements will be met for the duration of this Agreement. Consultant shall provide proof of insurance to Client annually during the life of this Agreement and all extensions to it.
8. **Access to Records/Use of Documents:** The Consultant agrees to maintain reasonable records of its Services along with all records of performance and compliance with the terms of this Agreement and to allow access to these records by the Client, upon the Client's reasonable request for the same. Consultant retains ownership of all documents and work product under this Agreement, and the Client may only use such documents and work product in connection with the project. If requested, Consultant shall submit electronic copies of drawings or other information ("Electronic Files") to the Client. Consultant will remove its name, logo, and professional seals from the Electronic Files. Consultant will add a disclaimer to the Electronic Files that states, "This information shall not be altered or changed in any way, or adapted for any other purpose without Consultant's prior review and written approval. The Client and its recipients assume all risks associated with any alteration, change or adaptation of the Electronic Files, and Consultant shall not be liable for direct, indirect, incidental, or consequential damages relating to any alteration, change or adaptation."

9. **Confidentiality and Conflicts of Interest:** The Consultant agrees to hold in strict confidence any proprietary or other data, findings, results, or recommendations deemed to be confidential by the Client and treated as confidential by the Client and which have been obtained or developed by the Consultant in connection with the Services under this Agreement, unless disclosure is required by law, subpoena, or court order. Consultant warrants and agrees that Consultant does not and will not have any conflicts of interest regarding the performance of Services hereunder.
10. **Nondiscrimination:** The Consultant will not discriminate against any employee or applicant for employment relating to services to be provided hereunder on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin. All hiring associated with this project shall be on the basis of merit and qualifications related to the requirements of the particular position being filled.
11. **Subconsultants:** With the Client's approval, Consultant may retain subconsultants to perform Services.
12. **Extra work:** If the Client desires work to be performed beyond the Services described in this Agreement, the Client must authorize Extra Work by signing a written amendment. The obligation to perform the Extra Work becomes Consultant's obligation when Consultant signs the amendment.
13. **Modification and Assignability of Contract:** This Agreement may not be enlarged, modified or altered except upon written agreement signed by the parties hereto. The Consultant may not assign any rights or duties arising hereunder without the prior written consent of the Client.
14. **Termination:** Either party may, without cause and without prejudice to any other right or remedy, terminate this Agreement thirty (30) days after delivery of a written notice of termination to either party sent via certified mail to the proper address at the top of the first page of this Agreement. In the event of termination, Consultant will be paid the agreed fees for Services performed up to the date of termination and for materials which cannot be returned.
15. **Construction and Venue:** This Agreement is to be performed in the State of Idaho and is made and entered into under the laws of the State of Idaho and shall, in all respects, be interpreted, enforced, and governed under the internal laws (and not the conflicts of laws rules) of the State of Idaho. In the event legal proceedings are commenced with regard to, arising out of or related to any provision of this Agreement, Client and Consultant agree that venue shall be in the judicial district that encompasses the City of Bellevue, within the State of Idaho.
16. **Compliance with State, Federal, and Local Laws:** The Consultant shall observe and comply with federal, state, and local laws, ordinances and regulations applicable to the Services to be performed hereunder. Without limiting the generality of the foregoing, Consultant agrees to fully comply with the Occupational Safety and Health Act of 1970, all regulations issued thereunder, and applicable state laws and regulations enacted and adopted pursuant thereto. The Consultant shall take applicable and reasonably necessary precautions in performing the Services hereunder to prevent injury to persons or damage to property.
17. **Standard of Care:** Services provided by Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the project. Consultant makes no express or implied warranties.

18. **Client's Review of Submissions:** Client shall reasonably examine and respond to Consultant's submissions; and Client is obligated to give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Consultant's Services.
19. **Indemnifications:** Consultant and Client shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages and expenses made by third parties related to or arising out of their respective intentional malfeasance or negligent performances in connection with the Project. Client acknowledges that Consultant is not responsible for construction means or methods and is not responsible for job site safety.
20. **Allocation of Risk:** To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the sum of \$50,000 or the Consultant's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Client waives all other damages against Consultant.
21. **Alternative Dispute Resolution:** Unresolved disputes, controversies, and claims relating to the performance of services shall be initially referred to mediation prior to initiating any other adjudicatory option.
22. **Entire Agreement:** This Agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agents of either party, which are not contained in this written Agreement shall be or become a part of the Agreement. This Agreement constitutes the complete and final understanding between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 29th day of February 2024.

**GREAT WEST ENGINEERING, INC.**

By:  \_\_\_\_\_  
 William B. Lloyd, PE

Title: President

**CITY OF BELLEVUE, IDAHO**

By: \_\_\_\_\_  
 Chris Johnson

Title: Mayor

Date: \_\_\_\_\_



\_\_\_\_\_ 2024

City of Bellevue  
115 E Pine, Bellevue  
Idaho 83313  
Attn: Michelle Snarr, City Clerk

**Re: Task Order No. \_\_\_\_ – Brief Description**  
**Project Name**  
**Great West Engineering Project No. 4-24102**

Dear City Council:

This letter constitutes *Task Order No. \_\_\_\_* to our *Agreement for Professional Services* dated \_\_\_\_\_ for the above-referenced Project. Great West’s scope of services, schedule of fees, and schedule for completion of these services (“Services”) are as follows:

**See Attachment 1 - Scope of Services OR Insert scope here**

As compensation for these Services, Client shall pay Great West [a lump sum amount of \$\_\_\_\_\_ or [at hourly rates according to the Schedule of Billing Rates, plus expenses, for an estimated total amount of \$\_\_\_\_\_ as determined by the *Consultant Agreement*. This amount cannot be exceeded without Client’s prior written approval.

Please have an authorized representative sign both originals of this letter and return one executed original to Great West at the following address:

Great West Engineering, Inc.  
2501 Belt View Drive  
Helena, MT 59601

**Acknowledgment.** This *Task Order No. \_\_\_\_* is agreed to by the parties, is effective as of the date of this letter, and becomes a part of the *Agreement for Professional Services* between the parties, which is dated \_\_\_\_\_.

**GREAT WEST ENGINEERING, INC.**

**CITY OF BELLEVUE**

\_\_\_\_\_  
Andrew Kimmel, PE

\_\_\_\_\_  
Authorized Name, Title  
Chris Johnson, Mayor

\_\_\_\_\_  
Business Unit Manager

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Michelle K. Vest Snarr, City Clerk

**(SEAL)**

**EXHIBIT "A.2"**

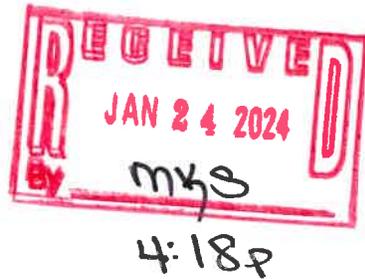
*Statement of Qualifications for the*

# **CITY OF BELLEVUE**

*On-Call Planning Services*



*January 25, 2024*



*Client Commitment*



*Empowered Employees*



*Quality Solutions*

# TABLE OF CONTENTS

A. Cover Letter	3
B. Company Profile	4
C. Organization & Staffing	5
D. Description and Approach	7
E. Relevant Projects/Services /References	8
E. Resumes	15
Forms	Appendix

## Great West Principals

### William Lloyd, President

*Bill has 27 years of transportation engineering experience.*

### Daniel McCauley, President Emeritus

*Dan has 43 years of civil and structural engineering experience.*

### Craig Pozega, COO

*Craig has 29 years of municipal engineering experience.*

### Chad Hanson, Vice President

*Chad has 25 years of municipal engineering experience.*

### Karl Yakawich, Vice President

*Karl has 22 years of transportation engineering experience.*

### Collette Anderson, Vice President

*Collette has 17 years of municipal engineering experience.*

### Denice Street, Secretary/Treasurer

*Denice has 27 years of administrative experience.*

 [www.greatwesteng.com](http://www.greatwesteng.com)

See what's *possible.*



**HELENA**  
2501 Belt View Drive  
Helena, MT 59601  
Phone: (406) 449-8627  
Fax: (406) 449-8631



**BOISE**  
1921 E Overland Road  
Meridian, ID 83642  
Phone: (208) 576-6646



**SPOKANE**  
10220 N. Nevada St.,  
Suite 130  
Spokane, WA 99218  
Phone: (509) 413-1430



**BILLINGS**  
6780 Trade Center Ave.  
Billings, MT 59101  
Phone: (406) 652-5000



**GREAT FALLS**  
702 2nd Street South,  
Suite 2  
Great Falls, MT 59405  
Phone: (406) 952-1109

See what's possible.

## A. COVER LETTER



January 25, 2024

Michelle Vest-Snarr, City Clerk  
City of Bellevue  
SOQ Submittal for On-Call Planning Services  
PO Box 825  
Bellevue, ID 83313

**Re: On-Call Planning Services**

Dear Mrs. Vest-Snarr,

The City of Bellevue will benefit by retaining Great West Engineering, a full-service engineering and planning firm, to assist the City with on-call planning services. Great West proposes to offer the City a highly experienced and specialized team that has extensive experience providing on-call planning services to communities just like Bellevue. Some of these communities include the City of Red Lodge, the City of Three Forks, and Madison County.

Some of the services we provide include:

- Review of land use applications for compliance with the City's Comprehensive Plan, Land Development Code, Municipal Code, and Design Guidelines
- Review and administer land use permit applications
- Communicate with and guide developers throughout the development process
- Create and present land use notifications, staff reports, and resolutions
- Attend public hearings and community meetings, as requested

In addition, we are very adept at effectively providing our planning services on a partly remote basis. We are skilled at using a variety of communication methods to ensure our clients, developers, property owners, and community residents are kept well informed on projects. We utilize video conferencing, telephone calls, downloadable links, and other methods to communicate. We also almost exclusively utilize electronic documents and files to ensure that information is easily accessible.

Our years of experience working on local government planning issues in Montana and our understanding of Idaho planning statutes will provide the City with the expertise needed to ensure planning processes and development reviews are completed in a timely, efficient, and legal manner. We look forward to partnering with the City to provide planning services.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Grebenc".

Jerry Grebenc, CFM  
Senior Planner  
(406) 495-6153  
jgrebenc@greatwesteng.com

### HELENA

250F Bell View Drive  
Helena, MT 59601  
Ph: (406) 449-8627  
F: (406) 449-8631

### BILLINGS

6780 Trade Center Avenue  
Billings, MT 59101  
Ph: (406) 652-5000  
F: (406) 248-1363

### BOISE

1921 E Overland Road  
Meridian, ID 83642  
Ph: (208) 576-6646

### GREAT FALLS

702 2nd Street Ste #2  
Great Falls, MT 59405  
Ph: (406) 952-1109

### SPOKANE

10220 N Nevada Street  
Suite 130  
Spokane, WA 99218  
Ph: (509) 413-1430

# B. COMPANY PROFILE



## Why Great West

**Specializing in:** Planning Grant Writing and Administration Solid Waste  
Natural Resources Water Wastewater Transportation

**103**  
Employees

**6,000+**  
Projects since **1984**

**5**  
Offices

**Helena\***  
**Boise**  
**Spokane**  
**Billings**  
**Great Falls**



**We Promise** to truly listen to your project goals, be responsive to your needs, and advocate on your behalf.

### WE UNDERSTAND TOURISM IMPACTED COMMUNITIES



Tourism impacted communities and cities face unique challenges not encountered by traditional communities. Planning for these communities is a specialized art that our team fully understands. Through serving as the on-call planner for multiple similar communities including City of Three Forks, Madison County, and the City of Red Lodge, our team has developed a unique understanding and approach to this specialized subset of community planning. This knowledge will allow the Great West team to hit the ground running when needed with little to no learning curve saving the City time and money.



### PLANNING SPECIALISTS

As the on-call planner for nine Montana communities, our team is experienced and well-versed in how to provide effective and efficient services remotely. We are respected for doing our work right the first time and for our open and clear communication style. One of our greatest assets to our on-call clients is that we only contract with local governments, which means you never have to worry about conflict of interest when we are planning for your community.



### AVAILABLE WHEN NEEDED, NO COST WHEN NOT

Public entities have limited resources and need to make every dollar count. Though specialized planning staff is beneficial, it's often not available due to limited budgets. Our team offers these specialized services on an as-needed basis, only charging the City when we're being utilized. Through decades of providing these services, this approach has proven to effectively bridge the gap and offer the best of both worlds to rural communities. We're available as little or as much as the City needs and will never "nickel and dime" if you need to bounce questions off us or for small requests.

# C. ORGANIZATION AND STAFFING



We will listen to you and deliver solutions that are right for *the City of Bellevue*.

The Great West team offers the City specialized planning expertise gained through decades of experience. Led by Senior Planner Jerry Grebenc and overseen by senior engineers who are currently working with the City, our team is excited to continue to build a partnership. We've also included two tourism impacted community planners in Cody Marxer and Courtney Long. Rounding out our team is GIS specialist Matt Blassic.

*Team has decades of experience assisting communities just like yours with their planning needs!*

The information below provides highlights on each team member. Please refer to the resumes found in section E for further details on each team member's qualifications.

Staff and Role	Expertise to the City of Bellevue	Qualifications
 <p><b>ANDREW KIMMEL, PE</b> Project Engineer</p>	<ul style="list-style-type: none"> <li>• Will serve as the City's primary point of contact to provide consistency in communication and ensure that the City's needs can be met in a responsive and timely manner</li> <li>• Currently provides Qualified Licensed Professional Engineering (QLPE) services for three cities in Idaho, reviewing subdivision construction plans and specifications for projects within city limits</li> <li>• As the Boise Municipal Business Unit Manager, promotes responsive client service with an emphasis on listening to our clients' needs</li> <li>• Currently acting as the Engineer of Record for seven Idaho Communities</li> <li>• Experience working with multiple jurisdictions reviewing development code and working closely with City's and Developers to find appropriate uses of land use and future planning</li> </ul>	<ul style="list-style-type: none"> <li>• Professional Engineer, ID, OR, WA</li> <li>• Idaho State University, Bachelor of Science-Civil Engineering, 2007</li> <li>• 6.5 years with Great West</li> <li>• 16 years of experience</li> </ul>
 <p><b>CRAIG POZEGA, PE</b> Principal In Charge</p>	<ul style="list-style-type: none"> <li>• 29 years of engineering and planning experience focused on infrastructure improvements</li> <li>• Has served as Principal in Charge for over a hundred projects</li> <li>• Oversees Great West's Planning and Community Development Department</li> <li>• Well rounded experience including water, wastewater, drainage, planning, and construction management</li> <li>• Great West Engineering's Chief Operating Officer</li> </ul>	<ul style="list-style-type: none"> <li>• Professional Engineer, ID, WA, MT, OR</li> <li>• Montana College of Mineral Science and Technology, BS, Engineering Science, 1994</li> <li>• 25 years with Great West</li> <li>• 29 years of experience</li> </ul>

# C. ORGANIZATION AND STAFFING



Staff and Role	Expertise to the City of Bellevue	Qualifications
 <p><b>JERRY GREBENC,</b> CFM Senior Planner</p>	<ul style="list-style-type: none"> <li>Serves as the on-call planner for multiple public entities throughout Montana including tourism impacted communities</li> <li>Involved in community development and planning for over 25 years</li> <li>Served as Planning Bureau Chief for the Montana Department of Commerce and is very familiar with land use laws and planning best practices</li> <li>Experience in the public, private and non-profits sectors working on the development of private lands, managed a County planning department and community development throughout Montana and the Northern Rockies states</li> </ul>	<ul style="list-style-type: none"> <li>Certified Floodplain Manager</li> <li>University of Montana, MA in Geography, 2002</li> <li>University of Minnesota, Duluth, B.A. in History, 1991</li> <li>Association of State Floodplain Managers</li> <li>Montana Association of Planners</li> <li>8 years with Great West</li> <li>23 years of experience</li> </ul>
 <p><b>CODY MARXER</b> Planner</p>	<ul style="list-style-type: none"> <li>Planner with five years of planning and land use experience, who is regarded for her exceptional client communication, task efficiency, and responsiveness</li> <li>Planning experience in both rural and mountain communities</li> <li>Extensive knowledge and experience in subdivision review, community engagement, and a thorough understanding of growth and development challenges in rural/tourism communities</li> <li>Hailing from an agricultural community, she has a practical understanding of the relationship between development, economic growth, resource conservation, and preserving heritage</li> <li>Has extensive career experience in management, education, and facilitation, in addition to a Graduate degree in research</li> </ul>	<ul style="list-style-type: none"> <li>Central Washington University, MS, Physiology &amp; Research, 2004</li> <li>Montana Association of Planners, MT, 2018</li> <li>American Planning Association, 2018</li> <li>The Association of State Floodplain Managers, 2019</li> <li>1 year with Great West</li> <li>5 years of experience</li> </ul>
 <p><b>COURTNEY LONG,</b> CFM Planner</p>	<ul style="list-style-type: none"> <li>Planner with three years of experience as the Community Development Director for a successful mountain resort community</li> <li>Background in ecology, environmental studies, education, and conservation</li> <li>Extensive experience in community engagement and facilitation</li> <li>Former City of Red Lodge planner experienced in tourism driven community planning</li> </ul>	<ul style="list-style-type: none"> <li>Certified Floodplain Manager</li> <li>Appalachian State University, BS Ecology and Minor in Geography, 2012</li> <li>Montana Association of Planners, MT, 2021</li> <li>&lt;1 year with Great West</li> <li>3 years of experience</li> </ul>
 <p><b>MATT BLASSIC, GIST</b> GIS Specialist</p>	<ul style="list-style-type: none"> <li>Extensive knowledge and experience building community's GIS systems as well as enhancing existing systems</li> <li>Brings a deep understanding of building databases that can assist with community's assets and infrastructure</li> <li>Provides clients with an extensive knowledge of collecting, analyzing, and building datasets to aid in decision making</li> <li>Extensive knowledge and experience generating high quality cartographic outputs to aid in analysis</li> </ul>	<ul style="list-style-type: none"> <li>University of Montana College of Forestry and Conservation, BS Geography with focus on GIS, 2020</li> <li>GIS Technologies Certification</li> <li>FAA Part 107</li> <li>3 years with Great West</li> <li>5 years of experience</li> </ul>

# D. DESCRIPTION AND APPROACH



**Our team will work closely with City staff and officials, *ensuring open and transparent communications.***

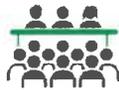
Great West proposes to provide the City with On-Call planning services through a combination of remote/virtual and in-person presence, with the majority of the work completed remotely/virtually. Our approach to these services is highlighted below.



*Schedule weekly remote/virtual “office” hours for City staff, residents, or developers to ask questions and discuss potential development projects.*



*Provide names, phone numbers, and emails of the applicable Great West Engineering staff that City staff, Council, residents, or developers can contact to ask planning questions.*



*Attend City planning meetings in-person when complex projects or issues are up for discussion.*



*Participate in City planning meetings via video conferencing or via phone for basic, noncontroversial projects or issues.*



*Review and clearly communicate the City’s land use plans, regulations, and administrative processes to residents and developers.*



*Provide project reviews per City land use codes and provide staff reports, recommendations, and findings of fact. Documents will be provided to the City in electronic formats or other formats, as requested.*



*Provide updates to the City’s comprehensive plan, as requested.*



*Provide updates to the City’s land use codes, as requested.*

# E. RELEVANT PROJECTS/SERVICES /REFERENCES



## City of Red Lodge, Montana

ON-CALL PLANNING SERVICES

2022 - CURRENT

Great West Engineering has supported and provided on-call engineering services to the City of Red Lodge for decades and has provided planning services within the community since 2022. From updating the Capital Improvements Plan, Preliminary Engineering Reports, updating the Growth Policy and a revised Downtown Revitalization Master Plan, we are well-versed in City matters. Our planning services began as a means of support for the Community Development Director in a busy tourism-driven community but has since evolved into serving as the interim for this role, as the City navigates staff turnover. Great West fields daily phone calls regarding land use matters, attends public meetings virtually and in-person, and evaluates land use development applications.

### Project Highlights

- On-call day-to-day planning services, as requested by the City
- Work closely with City staff and officials, ensuring open and transparent communications
- Community engagement including public meetings and outreach for planning efforts
- Graphic design assistance to increase public participant
- City On-Call Engineer for decades



▲ Downtown Red Lodge



▲ Planner Courtney Long Performing Community Outreach During the Annual Red Lodge Christmas Stroll

### Contact

Dave Westwood  
Mayor  
(406) 446-1606  
[mayor@cityofredlodge.com](mailto:mayor@cityofredlodge.com)

Project Ongoing

# E. RELEVANT PROJECTS/SERVICES /REFERENCES



## Madison County, Montana

ON-CALL PLANNING SERVICES

2021-CURRENT

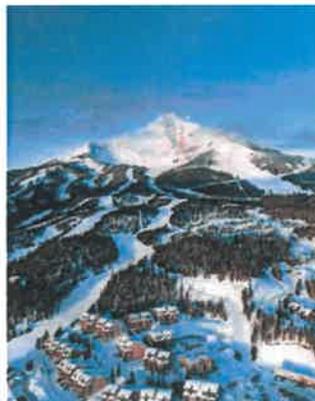
Madison County is a large and unique community in Montana, mostly known for its rural lifestyle and land use. However, the resort communities of Big Sky and Virginia City, along with the growing Town of Ennis, have created intense development pressures in the County, making it a challenging planning environment. The County has faced difficulties in maintaining sufficient and qualified staff to manage these challenges. Great West has a long history of providing services in Madison County, including updates to comprehensive plans, on-call engineering, capital improvement projects, and on-call planning services since 2021.



▲ Downtown Ennis During the 4th of July Parade



▲ Recently Completed County Road Involving Public Outreach



▲ Big Sky Resort Located in Madison County

### Project Highlights

- Provide advice and guidance on land use regulations and comprehensive planning
- Provide effective communication and support virtually and on-site
- Administer and review land use regulations
- Review complex subdivision applications and coordinate communication between developers, legal counsel, and agencies
- Training and support for County staff on land use planning matters
- Assisting with the review of subdivision applications including an 1,100-unit project in Big Sky
- Assisting with the review of subdivision and zoning applications for the Town of Ennis under an ILA
- County On-Call Engineer since 2005

### Contact

Ron Nye  
County Commissioner  
(406) 843-4277  
rnye@madisoncountymt.gov

Project Ongoing

# E. RELEVANT PROJECTS/SERVICES /REFERENCES



## City of Homedale, Idaho

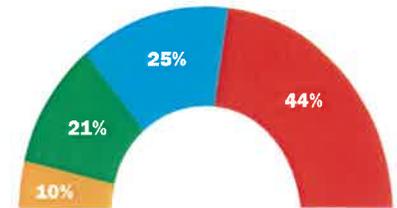
ON-CALL PLANNING AND ENGINEERING SERVICES

2007 - CURRENT

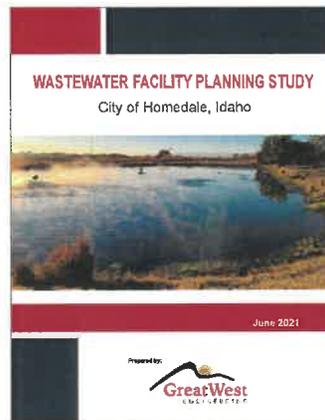
Engineers working for Great West have been working with the City of Homedale since 2007 and has built a strong partnership with the City during that time. Similar to most Idaho communities, the City has significant infrastructure needs and limited budgets. Great West has worked with the City to successfully complete numerous planning documents including; Water System Facility Plan (FPS/PER), Wastewater System Facility Plan (FPS/PER), City-wide comprehensive planning, and a Transportation Master Plan. We regularly complete a variety of as-need services that are referenced in the City's multiple planning documents. Additionally, our planning department has facilitated a variety of Capital Improvement Plans, CDBG grants, USDA-Rural Development, and DEQ grants. Services Great West has provided include all facets of infrastructure projects from planning through funding, design, and construction.

### Planning/Grant Funding

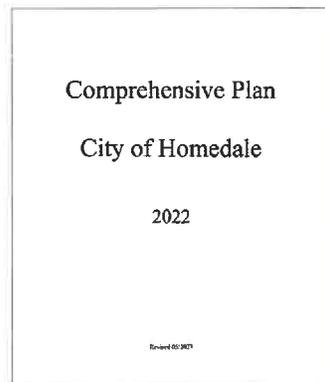
- USDA \$60,000
- DEQ \$105,000
- LHTAC \$50,000
- CITY FUNDS \$26,000



▲ Downtown LID Improvement Project-Street Lighting Upgrade



▲ Wastewater Facility Planning Study



▲ Comprehensive Plan

### Project Highlights

- Comprehensive planning
- Local Improvement District projects (LID's)
- City growth projections
- City ordinance modifications
- Hydraulic analysis
- Water system modeling
- Traffic counts
- ADA compliance
- Preliminary Engineering Report PER/FPS
- Public meetings
- Rate analysis
- Grant writing
- Rate studies

### Contact

Alice Pegram  
 City Clerk  
 (208) 337-4641  
[alicep@cityofhomedale.org](mailto:alicep@cityofhomedale.org)

Project is Ongoing

# E. RELEVANT PROJECTS/SERVICES /REFERENCES

## City of Three Forks, Montana

ON-CALL PLANNING SERVICES

2022 - CURRENT

The City of Three Forks is a growing community located near one of Montana’s largest metropolises, the City of Bozeman. With significant growth seen over the past decades, the community is facing the same challenges as other booming mountain communities. Great West provides on-call engineering and planning services, supporting the City as needed. From planning tasks related to zoning and subdivision to annexation and process guidance, Great West provides services remotely and on-site based on City needs.



◀ Three Forks is a Rural Community Located Just Outside of Bozeman, MT

### Project Highlights

- General planning assistance as needed
- Coordinate and work closely with City staff and officials on land use issues
- Develop Capital Improvements Plan (In progress)

**Contact:** Crystal Turner • City Clerk/Deputy Treasurer • (406) 285-53431

## Chouteau County, Montana

PLANNING SERVICES

2016-CURRENT

Great West has provided years of planning services to the County including the update of the County Zoning Regulations and Subdivision Regulations, review of zoning permit applications, review of subdivision applications and certificates of survey. Great West also provides general planning advice and guidance to County residents, the County Planning Board and the County Commission.



◀ Community Within Chouteau County

### Project Highlights

- Administer the County Subdivision Regulations
- Administer the County Zoning Regulations
- Provide general planning advice and guidance to residents, the Planning Board and County Commission
- Review of certificates of survey

**Contact:** Lana Claassen • Clerk and Recorder • (406) 622-5151 • claassen@itstriangle.com

# E. RELEVANT PROJECTS/SERVICES /REFERENCES



## City of Boulder, Montana

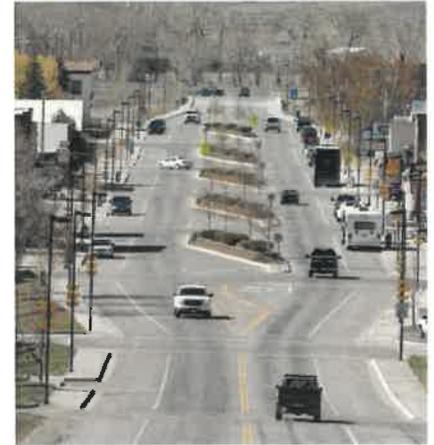
PLANNING AND ANNEXATION SERVICES

2017-CURRENT

Great West has provided planning services to the growing community of Boulder since 2017. This has included assisting with the administration of the City's Annexation Policy to facilitate the annexation of new properties into the City. Great West assisted with the administration of the City's Subdivision Regulations which govern the creation of new lots in the City. Recently, Great West helped the City review a new subdivision that is proposed to provide fifteen (15) new single-family homes.

### Project Highlights

- Assist with administrating the City Annexation Policies
- Assist with administrating the City Subdivision Regulations
- Providing general planning guidance
- Attend planning board meetings and provide advice and guidance



▲ Downtown Boulder

**Contact:** Megan McCauley • City Clerk • (406) 225-3381 • [cityclerk@cityofbouldermt.com](mailto:cityclerk@cityofbouldermt.com)

## Town of Circle, Montana

PLANNING AND ZONING SERVICES

2020-CURRENT

Great West provides ongoing planning services to the Town of Circle. This has included administrating the Town's Zoning Code to help facilitate the construction of new homes and businesses on existing lots. Great West also administrates the Town's Subdivision Regulations which govern the creation of new lots in the Town. Recently, Great West helped the Town review a subdivision that is now being developed with a new Family Dollar store and car wash.



◀ Town of Circle, Main Street

### Project Highlights

- Administrating the Town Zoning Code
- Administrating the Town Subdivision Regulations
- Providing general planning guidance
- Facilitated subdivision review process on behalf of the Town Council
- Attend meetings mainly via video conference

**Contact:** Kelly Doan • Clerk/Treasurer • (406) 485-2524 • [kdoan@townofcircle.org](mailto:kdoan@townofcircle.org)

# E. RELEVANT PROJECTS/SERVICES /REFERENCES



Great West will create plans tailored to *the City of Bellevue's needs.*

Great West Engineering is a full service engineering and planning firm. For over four decades, our team has helped our communities and clients succeed. Our team of planners has assisted dozens of communities with their planning needs. With three full time planners on staff supported by community development experts, engineers, scientists, marketing specialists, and administrative staff we provide the horsepower of a large firm with the responsiveness of a small firm. Our team is capable of

small to large projects and has served as on-call or interim planning staff for multiple public entities.

The list below provides a snapshot into the depth of our planning experience. We recognize that the City of Bellevue is taking a leap of faith in hiring our team. In addition to the shown experience, we've included several downloadable planning documents completed by our team to give an understanding of what we have to offer.

## Municipal Planning Experience

CLIENT	PROJECTS	STATUS	CURRENT ON-CALL
City of Red Lodge, MT	Growth Policy/Comprehensive Plan	In progress	✓
City of Miles City, MT	Growth Policy/Comprehensive Plan	In progress	
City of Roundup, MT	Growth Policy/Comprehensive Plan	In progress	
City of Cut Bank, MT	Growth Policy/Comprehensive Plan	In progress	
City of Choteau, MT	Growth Policy/Comprehensive Plan	Completed 2022	✓
City of Glendive, MT	Parks and Trails Plan	In progress	
Town of Circle, MT	Growth Policy/Comprehensive Plan	Completed 2023	✓
Town of Twin Bridges, MT	Growth Policy/Comprehensive Plan	Completed 2024	
City of White Sulphur Springs, MT	Joint City/County Growth Policy/ Comprehensive Plan	Completed 2021	✓
City of Wolf Point, MT	Growth Policy/Comprehensive Plan	Completed 2022	
City of Forsyth, MT	Growth Policy/Comprehensive Plan	Completed 2022	
City of Thompson Falls, MT	Growth Policy/Comprehensive Plan	Completed 2018	
City of Three Forks, MT			✓
Town of Philipsburg, MT	Growth Policy/Comprehensive Plan	Completed 2022	
Town of Virginia City, MT	Growth Policy/Comprehensive Plan	Completed 2023	
City of Deer Lodge, MT	Growth Policy/Comprehensive Plan	Completed 2024	
City of Stevensville, MT	Subdivision Regulations Update	Completed 2022	
City of Hamilton, MT	Zoning Code Update	In progress	
City of Homedale, ID	Wastewater Facility Planning Study/ Comprehensive Plan	Completed 2022	✓

# E. RELEVANT PROJECTS/SERVICES /REFERENCES



We will utilize our planning experience to *save you time and money!*

## County Planning Experience

PROJECT	PROJECTS	STATUS	CURRENT ON-CALL
Beaverhead County, MT	Comprehensive Plan	Completed 2024	
Broadwater County, MT	Comprehensive Plan	Completed 2021	
Chouteau County, MT	Comprehensive Plan	In progress	✓
Custer County, MT	Comprehensive Plan	Completed 2023	✓
Dawson County, MT	Comprehensive Plan	Completed 2016	
Jefferson County, MT	Comprehensive Plan	In progress	
Madison County, MT			✓
Meagher County, MT	Comprehensive Plan	Completed 2021	✓
Powder River County, MT	Comprehensive Plan	Completed 2019	
Rosebud County, MT	Comprehensive Plan	Completed 2019	
Valley County, MT	Comprehensive Plan	Completed 2022	

## Scan the QR Codes to Check Out Our Work!



We will make the *City of Bellevue* a top priority!



## Andrew Kimmel, PE

Project Engineer

6.5 years with Great West  
16 years of experience



Andrew has more than 16 years of engineering experience. He has worked as a Project Manager and Project Engineer on various Federal, City and State funded improvement projects, roadway and highway improvements and related utility system upgrades. His project experience includes roadway design, stormwater design, construction management & inspection, wastewater treatment system design, sewer line & manhole condition assessments, sewer and waterline design & facility planning, lift station design, sewer force main design, water system modeling; water system condition assessment; water booster station and storage tank design and trenchless design. Andrew has design and inspected more than 60 miles of pipeline ranging from 4-inch PVC to 48-inch HDPE pipe. Andrew has a close working relationship with key personnel within USDA-Rural Development, DEQ, Department of Commerce, and the Army Corps of Engineers. Andrew is the Past President of the American Public Works Association-Rocky Mountain Chapter. This position grants him the opportunity to speak on behalf of Idaho, Montana, and Wyoming to help improve communities and stay abreast of cutting-edge technology and potential regulation changes.

### Education

- » Idaho State University, B.S., Civil Engineering, 2007

### Professional Registrations

- » Professional Engineer, ID, WA, OR

### Professional Certifications

- » HDPE Fusion Welding

### Professional Affiliations

- » Past President of American Public Works Association, Rocky Mountain Chapter
- » Member of the National APWA Certification Council
- » Past Chair of the National APWA Professional Development Committee
- » Team Leader-American Public Works Association Emerging Leaders Academy VIII Class of 2014/2015
- » ACEC-Idaho DEQ Liaison Committee

## SPECIALIZED EXPERIENCE

### On-Call City Engineer, City of Homedale, Idaho

The City of Homedale has completed more than 16 million dollars in water, wastewater and sidewalk improvements projects over the last 15 years. Andrew has provided design, bidding and construction services on all projects since 2007. Projects have included the following: A new Completed mix partial mix lagoon treatment facility; Wastewater headworks screens and building, 4 wastewater lift stations, 5,000 lf of 12-inch force main, 38,000 lf of 8-inch to 16-inch of gravity sewer collection system improvements, drilling of 2 wells and a new well pump house, 30,000 feet of waterline replacement including 60 fire hydrant and over 100 new valves, new sidewalk and ADA compliant pedestrian ramps, and street lighting throughout the downtown corridor. We have also completed a wastewater facility plan and transportation master plan, and a water facility plan that outlined the system deficiencies and provide a repair schedule that will give the City a prioritized list of improvements. Andrew attends monthly City Council meetings to ensure the City is receiving the necessary support it deserves from their engineering partner. Responsibilities also include review of all applications for platting, zoning, annexation, and subdivision reviews.

## RELATED EXPERIENCE

### Zellers Crossing, 35-Acre Residential Subdivision, Fruitland, Idaho

Project Manager responsible for the design, preliminary plat, zoning changes, and construction management. Zellers Crossing is a 35- acre residential subdivision in with 117 lots in Fruitland, Idaho. This project included

## E. RESUMES



working closely with the City's Planning and zoning department to rezone a portion of Agriculture land to residential. Great West also prepared the preliminary plat, construction drawings, and final plat for the subdivision. The project was completed in four phases over the course of one-year. The plans included onsite stormwater retention, water distribution system, gravity wastewater collection system, pressurized irrigation, and roadway design. Great West was also provided support during construction.

### **Rivers Edge Phase 2 and 3, 29-Acre Residential Subdivision, Fruitland, Idaho**

Project Manager responsible for the design, preliminary plat, zoning changes, and construction management. Rivers Edge Phase 2 and 3 are a 29- acre residential subdivision with 102 lots in Fruitland, Idaho. This project included working closely with the City's Planning and zoning department to rezone a portion of Agriculture land to residential. Great West also prepared the preliminary plat, construction drawings, and final plat for the subdivision. The project was completed in a single phase. The plans included onsite stormwater retention, water distribution system, gravity wastewater collection system, pressurized irrigation, coordination with two high pressure gas mains, and roadway design. Great West was also provided support during construction.

### **Dagger Falls, 37-Acre Residential Subdivision, Emmett, Idaho**

Project Manager responsible for the design, preliminary plat, zoning changes, and construction management. Dagger Falls is a 40- acre residential subdivision with 177 lots in Emmett, Idaho. This project included working closely with the City's Planning and zoning department to rezone a portion of Agriculture land to residential. Great West also prepared the preliminary plat, construction drawings, and final plat for the subdivision. The project was completed in two phases over the course of one-year. The plans included onsite stormwater retention, water distribution system, gravity wastewater collection system, pressurized irrigation, and roadway design. Great West also provided support during construction.

### **Sundance Pointe, 66-Acre Residential Subdivision, Weiser, Idaho**

Project Manager responsible for the design, preliminary plat, zoning changes, and construction management. Sundance Pointe is a 66- acre residential subdivision with 363 lots in Weiser, Idaho. This project included working closely with the City's Planning and zoning department to rezone a portion of Agriculture land to residential. Great West also prepared the preliminary plat, construction drawings, and final plat for the subdivision. The project will be completed in four phases over the course of three-years. The plans included onsite stormwater retention, water distribution system, gravity wastewater collection system, pressurized irrigation, and roadway design. Great West was also provided support during construction.

### **Stonecrest Development, 10-Acre Multi-Use Subdivision, Star, Idaho**

Project Manager responsible for the design, preliminary plat, zoning changes, and construction management. The Stonecrest Development is a 10-acre multi-use subdivision with 60 high density residential and 4 commercial lots and in Star, Idaho. This project included working closely with the City's Planning and zoning department to rezone a portion of Agriculture land to mixed use. Great West also prepared the preliminary plat, construction drawings, and final plat for the subdivision. The project was completed in two phase phases over the course of one-year. The plans included onsite stormwater retention, water distribution system, gravity wastewater collection system, pressurized irrigation, and roadway design.

### **NewCold Cold Storage Facility, 40-Acre Industrial Subdivision, Burley, Idaho**

Andrew was the Project Manager for the Civil Design team selected by Fisher Construction Group, a firm out of Burlington, WA to assist with the design and construction of a new 180,000 square foot state of the art cold storage facility. New-Cold chose this site as a new cold food storage facility due to its proximity to McCain Foods, and access to rail lines for shipping. The Burley site includes a large-scale state of the art automated cold storage warehouses. NewCold uses leading-edge technology to automatically move and store products in the "dark" high-bay warehouse, storing foods at -5 degrees Fahrenheit, with oxygen levels lowered to 16.5 percent for fire prevention. This allows for a more energy-efficient and food-safe alternative compared to conventional cold storage solutions. The project included the civil site design package including potable water supply lines, onsite fire protection mainlines, onsite wastewater treatment system, asphalt and concrete parking lots and loading docks, storm water mitigation plan and grading plan and site layout for a 40 acre land parcel.



## Craig Pozega, PE

Principal In Charge

25 years with Great West  
29 years of experience



Craig has 29 years of engineering experience which has been focused on providing community solutions for water and wastewater infrastructure. Craig's responsibilities have included many engineering roles, including project management, design, construction management, construction inspection, regulatory and permit negotiation, grant writing, grant administration, analysis, reports, land acquisition, and environmental assessments. This experience has established Craig as a leader in the water and wastewater industry and his expertise and experience has significantly benefited his clients. Craig has authored or provided technical expertise for over 40 Facility Plans (Preliminary Engineering Reports) for water and wastewater projects, most of which have resulted in the design and construction of the recommended infrastructure improvements. Craig has assisted communities in managing Administrative Orders on Consent, enforcement actions and compliance plans. He has been extremely active with NPDES permitting having evaluated, renewed and interpreted over 20 NPDES permits in Montana and Idaho. Craig has extensive experience with preparing funding packages and has helped his clients receive over 100 million dollars in State and Federal grant funds for water and wastewater infrastructure improvements.

### Education

- » Montana College of Mineral Science and Technology, BS, Engineering Science, 1994

### Professional Registrations

- » Professional Engineer, ID, WA, MT, OR

### Professional Affiliations

- » Montana Water Environment Federation
- » American Council of Engineering Companies Director

### Professional Certifications

- » National Association of Sewer Service Companies (NASSCO), Pipeline Assessment and Certification Program (PACP)
- » National Association of Sewer Service Companies (NASSCO), Manhole Assessment and Certification Program (MACP)
- » National Association of Sewer Service Companies (NASSCO), Inspector Training & Certification Program (ITCP-CIPP)

## SPECIALIZED EXPERIENCE

### Water Facility Master Plan and EID (FPS/PER), Homedale, Idaho

Principal in Charge responsible for overseeing/QA for the preliminary engineering report. The City of Homedale had completed nearly 2.5 million dollars in water system upgrades over the last 10 years. However the City did not have a capital improvement plan for the remaining distribution system or know whether the City had enough available water for future growth. Great West prepared a water facility plan that has outlined the system deficiencies and provided a repair schedule that will give the City a prioritized list of improvements. The Capital Facility Planning Study Report identified deficiencies and provided solutions to remedy them. The plan also estimated the costs of the improvements, and indicated how the community could finance them. The planning study is geared towards the City self-funding the improvements rather than seeking another bond. We were able to leverage multiple grants from USDA-RD and DEQ, the City's match is approximately 12% of the total cost of the project for a completed facility plan and environmental document.

## RELATED EXPERIENCE

### Source of Supply Capacity Improvements and Waterline Replacement, Grant Applications, Design and Construction, Juliaetta, Idaho

Principal in Charge responsible for overseeing/QA for the preliminary engineering report, design, bidding, and construction management. On February 4, 2018, Juliaetta, Idaho's water system lost pressure and an estimated 300,000 gallons of water, due to a water main break within the Potlatch River. The break was caused by flood-

# E. RESUMES



stage flows that crested at 8,490 cfs the day of the break. In comparison, average flows of the Potlatch River at Juliaetta are 500 cfs. Great West Engineering prepared multiple grant applications for the City and was able to obtain funding from USDA-RD and the Army Corps of Engineers. Great West completed an Emergency Water Project Engineering Report in May 2018, which allowed the City to obtain emergency funding to update their water treatment plant, raw water infiltration gallery, install new wet well pump station, and replace the water main that was damaged during the flooding. The new water main was installed using horizontal directional drilling in solid basalt 10 feet below the river bottom. The city is now able to collect water from the infiltration gallery year round, where historically, the infiltration gallery would be dry from mid July through September.

### **Geothermal Water Main Replacement, - Preliminary Engineering Report, Grant Administration, Design and Construction Management, Boise Warm Springs Water District -Boise, Idaho**

Principal in Charge responsible for overseeing/QA of the preliminary engineering report, design, bidding, and construction management. The Boise Warm Springs Water District is the oldest operating geothermal water system in the United States, originally founded in 1892, and has a water temperature of 176 degrees Fahrenheit. Planning for the project included hydraulic modeling of the system's water mains and service lines to determine the quantity of water the system can provide for heating and domestic use. Design and construction methods are critical to protecting the 90 residences and businesses listed on the national register of historical places within the project limits. The construction project will replace approximately 4,900 12-inch asbestos main distribution pipe with a new 12-inch Geothermal HDPE pipe that feeds the entire Historic District. When the project is completed, the District will be able to isolate a two-block area while keeping the remaining customers water service active. Great West Engineering is providing Hydraulic modeling, planning, topographic surveying, design, bidding, construction administration, and assisting with securing funding for this project.

### **Emergency Potable Well Replacement Project- Preliminary Engineering Report, Grant Administration, Design and Construction, Clearwater Water District, Idaho**

Principal in Charge responsible for overseeing/QA for the preliminary engineering report, design, bidding, and construction management. Clearwater Water District provides potable drinking water to 48 homes, the source of their drinking water comes from two potable wells near their community. On Tuesday November 20, 2018 a 4.1 magnitude earthquake occurred approximately 5.7 miles southeast of Clearwater. At that time the District's well was no longer able to pump water due to a shift in the geologic formation at the well site. Great West was able to obtain a 100% grant through USDA-RD to design and drill a new municipal well. The new well was drilled in July of 2020 and is capable of being a fully redundant water source for the District.

### **Town of Cascade Sidewalks, Montana**

Principal-in-Charge responsible for the design, plan preparation, cost estimates, specifications, environmental documentation, contract administration, and construction inspection for approximately 2600 linear feet of new concrete sidewalk, curb and gutter, and ADA accessible curb ramps.

### **Bike/Pedestrian Path and Kiosk Design and Construction, Cascade, Montana**

Project Manager responsible for design and construction management of 3,100 lineal feet of a bike/pedestrian path, sidewalk, and an interpretative kiosk overlooking the Missouri River in the Town of Cascade. e Hill County RSID 22. The PER evaluated the entire wastewater system, yet focused on the existing problematic and aging lift station causing repeated sewer backups. A new lift station project is anticipated to be constructed in 2018.

### **Glendive Main Lift Station Upgrades, Design and Construction Management, Glendive, Montana**

Principal-in-Charge responsible for the design and procurement to complete upgrades to the City of Glendive's Main Lift Station. The project included the replacement of new pumps, new motors, new valves and piping, new electrical equipment, control equipment, and a backup generator.

## E. RESUMES



# Jerry Grebenc, CFM

Senior Planner

*8 years with Great West  
23 years of experience*



Jerry has been involved in community development and planning in Montana for over 23 years. He served as the State's Planning Bureau Chief and is very familiar with Montana's land use laws and planning best practices. He has experience in the private, public and non-profit sectors and has managed the development of private lands, reviewed subdivision as a local planner, managed a planning department, and provided practical advice and assistance to local governments on behalf of the State of Montana.

### Education

- » University of Montana, M.A. In Geography, 2002
- » University of Minnesota, Duluth, B.A. in History, 1991

### Professional Certifications

- » Certified Floodplain Manager

### Professional Affiliations

- » Association of State Floodplain Managers
- » Montana Association of Planners

### Awards

- » Governor's Award for Excellence, 2008, State of Montana

## SPECIALIZED EXPERIENCE

### City Planner for Choteau, Montana

Providing temporary day to day planning services to the City, including administrating the City Zoning and Subdivision Regulations, administration of the City Floodplain Regulations and general land use advice and guidance to the City Council.

## RELATED EXPERIENCE

### County Planner for Madison County, Montana

Providing temporary day to day planning services to the County, including administrating the County Subdivision Regulations, review of certificates of survey and answering general land use inquiries.

### County Planner for Chouteau County, Montana

Providing day to day planning services to the County, including administrating the County Development and Subdivision Regulations, review of certificates of survey and answering general land use inquiries.

### County Planner for Meagher County, Montana

Providing day to day planning services to the County, including administrating the County Subdivision Regulations, review of certificates of survey and answering general land use inquiries.

### Interim County Planner for Jefferson County, Montana

Provided day to day planning services to the County for six (6) months as they worked through the process of replacing the former planner. Duties including administrating the County Zoning and Subdivision Regulations, review certificates of survey and answer general land use inquiries.

### Interim County Planner for Powell County, Montana

Provided day to day planning services to the County for three (3) months as they worked through the process of replacing the former planner. Duties including administrating the County Zoning and Subdivision Regulations, review certificates of survey and answer general land use inquiries.

# E. RESUMES



## **Growth Policy, City of Cut Bank, Montana**

Assisting the City with a full update of its existing growth policy. His work includes coordinating with the project with the City Council, County Planning Board, facilitating public meetings, assisting with outreach to City residents, providing research and writing.

## **Growth Policy, City of Choteau, Montana**

Worked with the City Council and the City/County Planning Board to create the City's first standalone Growth Policy. The focus of the plan ranged from and the continued upgrading of the Town's infrastructure. The project was completed in under 9 months.

## **Growth Policy, Town of Philipsburg, Montana**

Worked with the Town Council and the City/County Planning Board to create the Town's first standalone Growth Policy. The focus of the plan ranged from updating the City's zoning code and subdivision regulations to need to encouraging the development of additional workforce housing to the continued upgrading of the Town's infrastructure.

## **Growth Policy, City of Wolf Point, Montana**

Assisting the City with a full update of its existing growth policy. His work includes coordinating with the project with the City Council, County Planning Board, facilitating public meetings, assisting with outreach to City residents, providing research and writing. The project is focused on addressing infrastructure needs and addressing community decay issues related to abandoned and dilapidated housing.

## **Growth Policy, Custer County, Montana**

Assisting the County with a full update of its existing growth policy. His work includes coordinating with the project with the County Commission, County Planning Board, facilitating public meetings, assisting with outreach to County residents, providing research and writing.

## **Growth Policy, Beaverhead County, Montana**

In conjunction with the County Planning Board assisting with the update of the County Growth Policy to help the County encourage economic development and to also prepare for a likely increase in residential development due to housing pressures from the Gallatin Valley and Madison County.

## **Growth Policy, City of Forsyth, Montana**

Managed the update of the City's growth policy. His work included coordinating the project with the City mayor and council, facilitating public meetings, providing research and writing and GIS mapping.

## **Growth Policy, Valley County, Montana**

In conjunction with the County Planning Board and County Commission managed the update of the growth policy to help the County work toward improving the County's economy, local services and infrastructure.

## **Growth Policy, City of White Sulphur Springs-Meagher County, Montana**

Worked with the City/County Planning Board to update and consolidate the growth policies of the City and the County into one document to help each jurisdiction prepare for the potential development of a new copper mine, pumped hydroelectric project, and the possible opportunities and issues that might accompany them.

## **Growth Policy, City of Thompson Falls, Montana**

Managed the development of the City's first standalone growth policy. His work included coordinating with the project with the City Planning Board, facilitating public meetings, assisting with outreach to City residents, providing research and writing and GIS mapping.

## **Growth Policy, Broadwater County, Montana**

In conjunction with the County Planning Board managed the update of the growth policy to help the County prepare for a likely increase in residential development due to housing pressures from Bozeman and Helena.

## E. RESUMES



# Cody Marxer

Planner

1 year with Great West  
5 years of experience



Cody is a planner with five years of planning and land use experience with an emphasis on community development and facilitation. Cody is known for her exceptional client communication, task efficiency, responsiveness, and ease to work with. Her background includes research, education, facilitation, permitting, and grant application assistance. She also has significant experience with public presentation, subdivision review, and floodplain administration.

### Education

- » Central Washington University, MS, Physiology & Research, 2004

### Professional Affiliations

- » Montana Association of Planners
- » American Planning Association
- » The Association of State Floodplain Managers

## SPECIALIZED EXPERIENCE

### On-Call Planner, City of Red Lodge, Montana

Providing day-to-day planning services to the City, including support in administering the City Subdivision and Zoning Regulations, review of certificates of survey, review of Conditional Use and Design Review applications, floodplain administration, reviewing regulatory documents and plans, Board and Council guidance on policy and process, and answering general land use inquiries.

## RELATED EXPERIENCE

### On-Call Planner, City of White Sulphur Springs, Montana

Providing day-to-day, as-needed, planning services to the City, including the review and administration of Subdivision and Zoning Regulations, review of certificates of survey and annexation proposals, and answering general land use inquiries, as needed.

### Growth Policy, City of Miles City, Montana

Assisting the City's contract planner with a growth policy update that coordinates with other planning documents, including the Custer County growth policy, Miles City Annexation Plan, Miles City Subdivision Regulations, Miles City Zoning Regulations, and floodplain development regulations.

### On-Call Planner, Madison County, Montana

Before joining Great West Engineering, Cody was the Madison County Planner for three years and has since, as a Contract Planner, provided temporary day-to-day planning services to the County, including administering the County Subdivision Regulations, review of certificates of survey, subdivision reviews and public hearings for towns within Madison County via interlocal agreement, answering general land use inquiries, and training new planning staff.

### Zoning Regulation Review, City of Hamilton, Montana

At the City's request, reviewing existing zoning regulations and ordinances against newly reformed Montana statute. Supporting City staff in community outreach/engagement, drafting documentation, and facilitating public hearings to adopt the updated regulations.

### Growth Policy, City of Deer Lodge, Montana

Assisting with the update of the growth policy in an effort to help the community "rebrand", including supporting City staff at public meetings, public outreach, providing research, and preparing and editing draft documentation.

# E. RESUMES



## **Capital Improvements Plan, City of White Sulphur Springs, Montana**

Project Manager for the development of a Capital Improvements Plan for White Sulphur Springs, including coordinating administration and organization of the project, collecting priority lists from the City, public outreach and participation, editing documents, and final draft presentation.

## **Downtown Master Plan, the City of Red Lodge, Montana**

Assisting the City Planning Board and City Council with updating the Downtown Master Plan, which incorporates goals of the Montana Main Streets Program and Growth Policy, in addition to priorities established during recent flood events. Her work includes preparing grant applications, facilitating public meetings, providing research, resident outreach, and preparing draft documentation.

## **Subdivision Regulation Review, Town of Stevensville, Montana**

Reviewed existing subdivision regulations to bring them into compliance with Montana statute, local zoning regulations, and Town ordinances.

## **On-Call Planner, City of Three Forks, Montana**

Providing on-call planning services to the City, including the review and administration of land use regulations and ordinances and answering general land use inquiries, as needed.

## **Comprehensive Plan Guidance, Montana Department of Commerce, Montana**

Contracted by the Montana Department of Commerce to research, draft, and provide guidance to Montana communities as they develop and implement the Comprehensive Plan, a product of Senate Bill 382 (2023 legislation). Working collaboratively with the Montana League of Cities and Towns and Montana Association of Counties to provide useful resources and templates for communities that are required to adopt the Comprehensive Plan and for communities that are opting in to adopting this plan.

## E. RESUMES



# Courtney Long

Planner

<1 year with Great West  
3 years of experience



Courtney is a planner with three years of experience as a Community Development Director for a successful mountain resort community. With her background in ecology, environmental studies, and conservation, she provides a balanced perspective on land use and development matters.

### Education

- » Appalachian State University, B.S. Ecology and Minor in Geography, 2012

### Professional Affiliations

- » Montana Association of Planners, MT
- » Certified Floodplain Manager

## SPECIALIZED EXPERIENCE

### Community Development Director (Planner), City of Red Lodge, Montana\*

Prior to joining Great West Engineering, Courtney served first as the Planner for the City of Red Lodge and was then promoted to Community Development Director. As part of her roles with the City, she provided daily administration of the City's Subdivision Regulations and Zoning Regulations. Duties also included reviewing proposed development projects and providing written recommendations to the City Planning Board and Zoning Commission and City Council. An essential part of her duties included the presentation of project reviews and recommendations at public hearings before the Planning Board and City Council.

## RELATED EXPERIENCE

### City of Glendive Parks and Trails Plan, Montana

Development of a Parks and Trails Plan to accommodate the community's needs. Her work includes coordinating the project with the City Park Board and staff, facilitating public meetings, providing research and writing, and GIS mapping.

### Zoning Regulation Review, Three Forks, Montana

Reviewing existing zoning regulations, ordinances, and impact fees to bring them into compliance with Montana statutes, local zoning regulations, growth policy, and City ordinances.

### Subdivision and Zoning Regulation Review, Town of Circle, Montana

Reviewing existing subdivision and zoning regulations to bring them into compliance with Montana statutes, local zoning regulations, Town ordinances, and to address future development.

### Zoning Regulations Update, City of Hamilton, Montana

At the City's request, assisting with the update of the City's zoning regulations to ensure compliance with Montana statute and recent legislative changes.

### Downtown Revitalization Plan, City of Red Lodge, Montana

Assisting the City Planning Board and City Council with the update of the Downtown Revitalization Plan, which incorporates goals of the Montana Main Streets Program and Growth Policy, in addition to priorities established during recent flood events. Her work includes preparing grant applications, facilitating public meetings, providing research, resident outreach, and preparing draft documentation.

### Capital Improvements Plan, City of White Sulphur Springs, Montana

Assisting in the creation of a capital improvements plan for White Sulphur Springs, including coordinating priority lists from the City and editing documents.

# E. RESUMES



**Growth Policy, City of Roundup, Montana**

Assisting the City with the update of the growth policy to maintain funding competitiveness and continue practical and sustainable growth in this developing community.

**Capital Improvements Plan, City of Three Forks, Montana**

Assisting in the creation of a comprehensive capital improvements plan for the city. Her work includes facilitating public meetings, community outreach, providing research and writing, and GIS mapping.

**Floodplain Administration, City of Roundup, Montana**

Provides contracted Floodplain Administration services for the City of Roundup, answering general inquiries, reviewing and issuing floodplain development permits, and supporting the City, as needed.

**Floodplain Administration, Musselshell County, Montana**

Provides contracted Floodplain Administration services for the County. Provides general guidance regarding land use along waterways within the mapped floodplain, reviews floodplain development permit applications, and evaluates floodplain development compliance.

**Floodplain Administration, City of Red Lodge, Montana\***

Courtney served as the Floodplain Administrator for the City of Red Lodge during the flood disaster events of 2022 and is a Certified Floodplain Manager. Her resulting experience includes permit review and approval, regulation interpretation, general guidance, flood disaster coordination and response, hazard mitigation, and a multitude of experiences working through disaster processes with State and Federal agencies.

*\*Experience Prior to Employment at Great West*



## Matt Blassic, GIST

### GIS System Specialist

3 years with Great West  
5 years of experience



Matt is a Geographic Information System (GIS) Specialist with five years of professional experience working in a multitude of settings and software. His experience includes data management, data acquisition and collection, remote sensing & natural resource monitoring, as well as work to build reliable databases, produce high quality GIS analysis and cartographic products.

### Education

- » University of Montana College of Forestry and Conservation  
-BS Geography with focus on GIS, 2020

### Professional Certifications

- » GIS Technologies Certification
- » FAA Part 107

## SPECIALIZED EXPERIENCE

### City of Shelby Capital Improvements Plan, Montana

Built a city-wide GIS based asset management system for the city's water, sewer, and stormwater systems. This included building out existing systems as well to handle both utilization by city staff and operators as well as on-call engineers to provide the most up to date and accurate depiction of the city's infrastructure systems. Generated mapped road inventories using the PASER rating scales for road improvements and conditions, then produced cartographic map series displaying classified road network of inventoried paved and gravel roads. Also responsible for enhancing their GIS system to include maintenance and web applications for the city.

## RELATED EXPERIENCE

### City of Red Lodge – MLIA & Asset Management, Montana

Created a framework for the City of Red Lodge to create and manage geospatial data pertaining to the city's infrastructure. The project involved both training and analysis in order to create an output that would allow Red Lodge to navigate within GIS as well as state agencies accordingly. Project included data collection, data cataloging, data communication, and map production. Post completion serves as primary point of contact for GIS support and data troubleshooting and collection.

### Payette National Forest, USFS – Sloan's Point NFMA, Montana

Provided data for map publications, as well as GIS analysis for this NFMA project including wildlife, transportation, hydraulic, treatments, etc. The maps for this project aid in the final report for the USFS as well as provide additional data for Payette National Forest to aid in decision making. Also responsible for packaging and managing deliverable datasets per USFS and Payette National Forest data standards and the most up-to-date schema.

### CMRWA Asset Management System, Montana

Built a system-wide GIS based asset management system for the Musselshell Judith Rural Water System. This included building out existing systems as well to handle both utilization by operators as well as on-call engineers to provide the most up to date and accurate depiction of system.

## E. RESUMES



### **Philipsburg Growth Policy, Montana**

Responsible for producing cartographic exhibits for use in both documents. Associated tasks for this project included data analysis and production to aid report. Specialized outputs and datasets included historic structures and districting.

### **Wolf Point Growth Policy, Montana**

Responsible for producing cartographic exhibits for use in both documents. Associated tasks for this project included data analysis and production to aid report.

### **Wheatland County Sheriff's Department On-Call GIS & Addressing Coordination, Montana**

Responsible for managing existing 911 data including Site Structure Address Points (SSAPs), Road Centerline Data (RCL), and Emergency Service Network (ESN) Boundaries. A large component of the project is managing the data in a manner that prepares the

### **Virginia City Growth Policy, Montana**

Responsible for producing cartographic exhibits for use in both documents. Associated tasks for this project included data analysis and production to aid report.

### **Havre Capital Improvements Plan, Montana**

Built a city-wide GIS based asset management system for the city's water, sewer, and stormwater systems. This included building out existing systems as well to handle both utilization by city staff and operators as well as on-call engineers to provide the most up to date and accurate depiction of the city's infrastructure systems. Generated mapped road inventories using the PASER rating scales for road improvements and conditions, then produced cartographic map series displaying classified road network of inventoried paved and gravel roads. Also responsible for enhancing their GIS system to include maintenance and web applications for the city.

### **Meagher County Rural Addressing & GIS Services, Montana**

Responsible for managing and assigning structure address numbers as well as the necessary spatial data to align with the county's existing E911 system. Beyond addressing, other responsibilities include being the point of contact for all existing geospatial data in the county.

### **Meagher County Next Generation 911 Transition, Montana**

Responsible for managing, analyzing and transposing landline based 911 data to current national and statewide standards as directed by the State of Montana. This includes providing consistent statewide NENA compliant datasets including Structure Points, Access Routes, Road Centerlines, Emergency Service Zone Boundary management, as well as enhancing current data to provide best emergency response.

### **City of Homedale, Idaho – GIS Application and Infrastructure Build, Idaho**

Created a framework for the City of Homedale to create and manage geospatial data pertaining to the city's infrastructure including all water/wastewater features. The project involved both training and analysis in order to create an output that would allow Homedale to navigate within GIS as well as state agencies accordingly. Project included data collection, data cataloging, data communication, and map production. Post completion serves as primary point of contact for GIS support and data troubleshooting and collection. Deliverables included databases/spatial data, as well as an interactive web application.

### **City of Council, Idaho – GIS Application and Infrastructure Build, Idaho**

Created a framework for the City of Homedale to create and manage geospatial data pertaining to the city's infrastructure. The project involved both training and analysis in order to create an output that would allow Council to navigate within GIS as well as state agencies accordingly. Project included data collection, data cataloging, data communication, and map production. Post completion serves as primary point of contact for GIS support and data troubleshooting and collection. Deliverables included databases/spatial data, as well as an interactive web application

# APPENDIX: EXHIBIT A FORM



## EXHIBIT A

### Non-Collusion Affidavit

The undersigned declares states and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation.
2. This Proposal is genuine and not collusive or sham.
3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFQ.
4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit, or cost element of the proposal price or to secure any advantage against the City of Bellevue or of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFQ depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. I have not entered into any arrangement or agreement with any City of Bellevue public officer in connection with this proposal.
8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

A handwritten signature in blue ink, appearing to read "William B. Lloyd", is written over a horizontal line.

Signature of Authorized Representative

William B. Lloyd

Name of Authorized Representative

President

Title of Authorized Representative

# APPENDIX: EXHIBIT B FORM



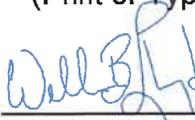
## EXHIBIT B

### Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional Services

Proposer agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Qualifications and Professional Services Agreement and accepts all conditions and requirements as contained therein.

PROPOSER:

Name: William B. Lloyd  
(Print or Type)

By:   
PROPOSER's Signature

Date: 1/15/2024

This executed form must be submitted with the proposal.

# APPENDIX: EXHIBIT C FORM



## EXHIBIT C

### Certification of Proposal

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Qualifications (RFQ).

1. Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this RFQ, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
2. By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFQ.
3. Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
4. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
5. The proposal response includes all of the commentary, figures and data required by the RFQ.
6. The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer:

By: William B. Lloyd  
(Authorized Signature)

Type Name: William B. Lloyd

Title: President

Date: 1/15/2024



*Planning*  
*Grant Services*  
*Water/Wastewater*  
*Transportation*  
*Solid Waste*  
*Structural*  
*Bridges*  
*Natural Resources*

[www.greatwesteng.com](http://www.greatwesteng.com)

**BOISE**

3050 N. Lakeharbor Ln.,  
Suite 201  
Boise, ID 83703  
Phone: (208) 576-6646

**HELENA**

2501 Belt View Drive  
Helena, MT 59601  
Phone: (406) 449-8627  
Fax: (406) 449-8631

**GREAT FALLS**

702 2nd Street South, Suite 2  
Great Falls, MT 59405  
Phone: (406) 952-1109

**BILLINGS**

6780 Trade Center Ave.  
Billings, MT 59101  
Phone: (406) 652-5000  
Fax: (406) 248-1363

**SPOKANE**

9221 N. Division St.,  
Suite F  
Spokane, WA 99218  
Phone: (509) 413-1430



City of Bellevue  
Regular Common Council Meeting  
March 11, 2024

**Agenda Item 6b: NEW BUSINESS:**

**Strahorn Subdivision Phase II**

- i. **Consideration of Discussion** Regarding a Third Amendment to the Strahorn Planned Unit Development Agreement, Executed December 19, 2019, as it Pertains to Ordinance 2009-04, Exhibit 1 “Annexation Agreement” between the City of Bellevue and Strahorn Partners, LLC; and,
- ii. **Consideration of Discussion** Surrounding the Completion of Strahorn Phase II Bonding Requirements and the Strahorn Planned Unit Development Agreement, dated December 19, 2019

**Action Item:** Listed as an Action Item if the Council would like to make a motion regarding the Third Amendment to the Strahorn PUD Agreement

**Strahorn:** Mr. Jeff Pfaeffle submitted a “Third Amendment to the Strahorn Planned Unit Development Agreement” during the month of February 2024.

I emailed Mr. Allington Wednesday, March 6, 2024, and indicated that I could not find a resolution which adopted any of the amendments to the Strahorn PUD **Agreement**. (I thought if the City approved an **Agreement**, it would have had to be done with a resolution.)

He replied that I should make sure I had a copy of the Annexation Agreement.

I spent the majority of the day locating the Original Ordinance, Ordinance 2009-04, Annexing the Parcel(s)”, the Annexation Agreement (Exhibit 1 to Ord. 2009-04), The First Amendment to the Annexation Agreement, Ordinance 2019-04, and the Original, Frist Amendment and Second Amendment to the Strahorn PUD Agreement.

While researching everything, I started researching city/state code as it pertained to “approval/adoption” of **Agreements** as it pertained to development of parcels within the city. Idaho Code, Title 67, Chapter 65: Local Land Use Planning § 67-6511A.

Development Agreements (please see attached) Short Version:

*“... by ordinance adopt or amend in accordance with the **notice and hearing provisions** .... require or permit as a condition of rezoning that a developer make a written commitment concerning the use or development of the subject parcel. .’The governing board **shall adopt Ordinance provisions governing creation.... modification** ....of conditional commitments. ”*

The “development agreement”, Annexation Agreement, is the Exhibit of Ordinance 2009-04. **SECTION 5.** “The above described tract of land shall be and is hereby given the Land Use Designation of “General Residential” under the provision of the Bellevue Comprehensive Plan and the Comprehensive Land Use Map of said city is hereby amended to so designate said real property.”

For the City to approve the third amendment to the Strahorn PUD Agreement, a public hearing needs to be noticed and held.

*Suggested Motion:* No motion is required. However, it is listed as “action item” if the Council would like to make a motion regarding the Third Amendment to the Strahorn PUD Agreement.

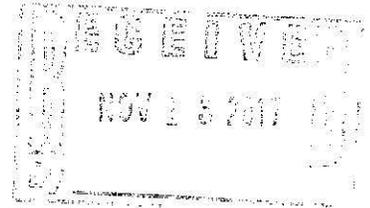
**SECOND ITEM**

- ii. Consideration of Discussion Surrounding the Completion of Strahorn Phase II Bonding Requirements and the Strahorn Planned Unit Development Agreement, dated December 19, 2019

**Strahorn:** Mr. Jeff Pfaeffle requested to discuss the completion of Strahorn Phase II Bonding Requirements, which may lead to further amendments to PUD Agreement (specifically lights and landscaping), dated December 19, 2019.

**Attachments:** Please see attached document with email(s).

CITY OF BELLEVUE, IDAHO  
ORDINANCE NO. 2009-04



AN ORDINANCE OF THE CITY OF BELLEVUE, IDAHO, ANNEXING CERTAIN ADJACENT AND CONTIGUOUS LAND INTO THE CITY OF BELLEVUE, IDAHO; PROVIDING THAT SAID REAL PROPERTY AND ALL PERSONS WITHIN THE LIMITS OF SUCH ANNEXED TRACTS OF LANDS SHALL BE SUBJECT TO THE PROVISIONS OF ALL BYLAWS AND ORDINANCES OF THE CITY OF BELLEVUE, IDAHO; PROVIDING FOR AMENDMENTS TO THE BELLEVUE COMPREHENSIVE PLAN MAP AND OFFICIAL ZONING MAP WITH REGARD TO SAID REAL PROPERTY; PROVIDING FOR THE ZONING OF SAID REAL PROPERTY UPON ANNEXATION; PROVIDING FOR THE FILING OF COPIES OF THE ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF BELLEVUE, IDAHO:

SECTION 1. The land lying adjacent and contiguous to the City of Bellevue, Idaho, and more particularly described in Exhibit "A-1" and "A-2", to Exhibit "1", "Strahorn Annexation Agreement" and incorporated herein by this reference, is hereby declared to be a part of the City of Bellevue, Idaho and is hereby annexed into the City of Bellevue, Idaho.

SECTION 2. From and after the effective date of this ordinance, all lands described in Exhibit "A-1" and "A-2", to Exhibit "1", "Strahorn Annexation Agreement", attached hereto and incorporated herein and by this reference shall be and are hereby subject to the provisions of all charter, bylaws and ordinances, rules and regulations of the City of Bellevue, Idaho.

SECTION 3. Pursuant to Idaho Code, the Clerk of the City of Bellevue, Idaho, shall, within ten (10) days following the effective date of this ordinance, file a certified copy of this ordinance with the Blaine County Assessor and the Idaho State Tax Commission.

SECTION 4. The Clerk of the City of Bellevue, Idaho, shall, within ten (10) days following the effective date of this ordinance, cause one (1) copy of the legal description and map prepared in a draftsman like manner which shall plainly and clearly designate the boundaries of the City of Bellevue, Idaho, as altered, to be filed with the Blaine County Recorder, the Blaine County Assessor and the Idaho State Tax Commission.

SECTION 5. The above described tract of land shall be and is hereby given the Land Use Designation of "General Residential" under the provisions of the Bellevue Comprehensive Plan and the Comprehensive Land Use Map of said city is hereby amended to so designate said real property.

SECTION 6. The above described tract of land shall be and is hereby zoned and classified "General Residential Zoning District" under the provisions of Ordinance Number 86-03, as amended, of the City of Bellevue, Idaho (the Bellevue Zoning Ordinance) and that the portions of said tract of land are located within the special flood hazard area as depicted on the official Flood Insurance Map and defined by said Floodplain-Riparian Management Flood Control Regulation ordinance #2007-07, and the Avalanche Overlay District as defined in Ordinance 2007-03.

SECTION 7. Strahorn Partners, LLC, an Oregon corporation and the City of Bellevue each acknowledge and agree that annexation of the subject property will create burdens for additional public utilities, facilities, and services which are attributable to annexation of the annexation Parcel and its proposed future development, including, but not limited to, on-site and off-site water, sewer, traffic, streets, police, fire, emergency services, recreation, and general service impacts.

SECTION 8. The City and Strahorn Partners, LLC, have entered into an annexation agreement attached hereto as Exhibit "1", "Strahorn Annexation Agreement" for the purpose of establishing certain rights and obligations of the parties with regard to the annexation of the subject annexation parcel and its future development, including, but not limited to, the nature, extent, limitations, and timing of development, provision and construction of improvements (public and private, on-site and off-site), payment of certain fees and the provision of other items set forth in the Annexation Agreement that are necessary to minimize the adverse impacts of the annexation and development upon the City, to protect and promote the general health, safety and welfare of the citizens of Bellevue and future occupants of the annexation parcel, and to provide sufficient benefits to Bellevue to warrant it annexing the annexation parcel.

SECTION 9. Bellevue has determined that annexing the subject annexation parcel constitutes an orderly extension of its municipal boundaries, and that such annexation is not in conflict with the Bellevue Comprehensive Plan and, subject to the attached Annexation Agreement it is in the best interests of Bellevue to provide for orderly annexation and development of the underlying property.

SECTION 10. It has been determined that it is in the best interests of Bellevue and Strahorn Partners, LLC, that the annexation parcel be annexed into Bellevue and together with an adjoining parcel owned by Strahorn Partners, LLC, located in the Bellevue City limits as depicted in Exhibit "B-1" & "B-2" to Exhibit "1", "Strahorn Annexation Agreement" and incorporated herein by this reference to be developed in accordance with the Strahorn Annexation Agreement attached hereto as Exhibit "1".

SECTION 11. If any section or portion of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 12. This ordinance shall be in full force and effect from and after its passage, approval and publication according to law.



**EXHIBIT "1"**  
**To Bellevue Ordinance No. 2009-04**

**STRAHORN ANNEXATION AGREEMENT**

THIS STRAHORN ANNEXATION AGREEMENT, entered into this 22nd day of January, 2009, by and between the CITY OF BELLEVUE, IDAHO, a chartered city, (herein referred to as "**Bellevue**" or "**City**") and Strahorn Partners, LLC, an Oregon limited liability company authorized to do business in the State of Idaho, (herein referred to as "**Owner**").

**RECITALS**

This STRAHORN ANNEXATION AGREEMENT (this "**Agreement**") is predicated upon the following facts:

WHEREAS, Bellevue is a chartered city having all of the powers and authority, including without limitation, the authority to contract (Idaho Code § 50-301), to annex (Idaho Code § 50-222), to zone parcels of real property (Idaho Code § 67-6511), to approve planned unit developments (Idaho Code § 67-6515), to approve special use permits (Idaho Code § 67-6512) and to approve subdivisions (Idaho Code § 67-6513);

WHEREAS, Owner owns a parcel of land in fee simple title adjacent and contiguous to the municipal boundary of Bellevue, described on the map attached here to as **Exhibit A-1**, and more particularly described in the legal description attached hereto as **Exhibit A-2**, which is currently zoned R-5 and Mountain Overlay Zoning Districts under the Blaine County Zoning Ordinance (the "**Annexation Parcel**");

WHEREAS, Owner also owns a parcel of land in fee simple title within the municipal boundary of Bellevue, described on the map attached here to as **Exhibit B-1**, and more particularly described in the legal description attached hereto as **Exhibit B-2**, which is currently zoned GR-General Residential, for single family residential use under Bellevue's Zoning Ordinance (the "**City Parcel**" and when combined with the Annexation Parcel, the "**Property**");

WHEREAS, Owner owns approximately sixty-one (61) acres of land in fee simple title adjacent to the Annexation Parcel and desires to convey said 61 acres to the City as consideration within this Agreement. The 61 acres are described on the map attached here to as **Exhibit C-1**, and more particularly described in the legal description attached hereto as **Exhibit C-2**, (the "**61 Acre Parcel**") and are currently zoned R-5 and contains Mountain Overlay Zoning Districts under the Blaine County Zoning Ordinance;

WHEREAS, there is evidence of prior mining activity on or adjacent to the 61 Acre Parcel described above, with respect to which Owner agrees to be financially responsible for any required clean up pursuant to the terms of this Agreement;

WHEREAS, Owner also owns a parcel of land and house in fee simple title within the municipal boundary of Bellevue, described more particularly as Lot 2, Bellevue Hills Subdivision, Bellevue, Blaine County, Idaho (the "**Cedar Street Lot**") and desires to convey said lot and house to the City as consideration within this Agreement;

WHEREAS, Owner desires to have the Annexation Parcel annexed into Bellevue. In furtherance thereof, on March 18<sup>th</sup>, 2005, Hartland Development Co., LLC, ("**Hartland**") on behalf of Owner, submitted a Request for Annexation of the Annexation Parcel to Bellevue;

WHEREAS, Owner has requested that the Property be developed in general accordance with the conceptual plan attached hereto as **Exhibit D** (the "**Project Plan**") and ultimately to be submitted to the City as a Large Block Planned Unit Development encompassing four phases (referred to hereinafter as the "**Development**") in accordance with the Bellevue PUD and other applicable ordinances and regulations of Bellevue unless modified or altered by this Agreement;

WHEREAS, the annexation request and the representations made during presentations by representatives of Owner, as appear in the record before Bellevue, are essential inducements being relied upon by Bellevue in its consideration, evaluation, and decision whether or not to annex the Annexation Parcel;

WHEREAS, Bellevue has held all lawfully required public hearings and meetings for consideration of said annexation request;

WHEREAS, the parties each acknowledge and agree that annexation of the Annexation Parcel and development of the Property will create burdens for additional public utilities, facilities, and services which are attributable to annexation of the Annexation Parcel and development of the Property, including, but not limited to, on-site and off-site water, sewer, traffic, streets, police, fire, emergency services, recreation, and general service impacts;

WHEREAS, the City and Owner have analyzed the capital impacts of the Development using a variety of formulas developed by professional engineers, administrators, planners, fiscal managers, and appraisers and mutually agree that City impacts can be mitigated by the Owner building on- and off-site infrastructure, conveying certain real property, and making cash payments as set forth herein;

WHEREAS, Owner has agreed to assist in enhancing the service levels of certain governmental functions of Bellevue and Bellevue has agreed to provide its governmental services at the same general level as it provides said services to other persons and properties similarly situated;

WHEREAS, Bellevue and Owner enter this Agreement for the purpose of establishing certain rights and obligations of the parties with regard to the annexation of the Annexation Parcel and development of the Property, including, but not limited to, the nature, extent, limitations, and timing of development of the Property, provision and construction of improvements (public and private, on-site and off-site), payment of certain fees, and the

provision of other items as set forth herein that are necessary to reasonably address the impacts of the annexation and Development upon the City, to protect and promote the general health, safety and welfare of the citizens of Bellevue and of future occupants of the Property, and to provide sufficient benefits to Bellevue to warrant it annexing the Annexation Parcel;

WHEREAS, Bellevue has determined that annexation of the Annexation Parcel constitutes an orderly extension of its municipal boundaries, and that such annexation is not in conflict with the Bellevue Comprehensive Plan and, subject to this Agreement, is in the best interests of Bellevue to provide for orderly annexation and development of the Property; and

WHEREAS, it is in the best interests of Bellevue and of Owner that the Annexation Parcel be annexed into Bellevue and, together with the City Parcel, be developed in accordance with this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and in reliance and consideration of the Recitals set forth above, which are an integral part of this Agreement and are fully incorporated herein by this reference, Owner and Bellevue hereby mutually covenant and agree as follows:

1. **Definitions.** Throughout this Agreement, the following terms will be defined and certain restrictions and covenants are hereby placed upon the areas so defined, as follows:

1.1. **“Annexation Fees”** shall mean all cash payments, land transfers and off-site improvements as more specifically set forth in Paragraph 4 of this Agreement.

1.2. **“Bellevue”** shall mean the city of Bellevue, Idaho, acting by and through its duly elected Common Council. Bellevue is also sometimes referred to herein as **“City.”**

1.3. **“Bellevue Comprehensive Plan”** shall mean the Comprehensive Plan adopted by Bellevue Common Council Resolution No. 325.

1.4. **“Bellevue PUD Ordinance”** or **“PUD Ordinance”** shall mean Ordinance No.2006-15 of Bellevue, including subsequent amendments thereto and codifications thereof.

1.5. **“Bellevue Subdivision Ordinance”** or **“Subdivision Ordinance”** shall mean Ordinance No. 91-01 of Bellevue, including subsequent amendments thereto and codifications thereof.

1.6. **“Bellevue Zoning Ordinance”** or **“Zoning Ordinance”** shall mean Ordinance No. 86-03 of Bellevue, including subsequent amendments thereto and codifications thereof.

1.7. **“Land Use Applications”** shall mean collectively the following applications to be submitted by Owner to Bellevue for review and approval as part of the Development in accordance with Bellevue Ordinances in effect at the time of the application submission as modified by this Agreement: (i) the Large Block Preliminary Subdivision Plat Application; and (ii) PUD-Conditional Use Permit Application. Said Applications shall include the following:

1.7.1. **“PUD Large Block Subdivision Plat” or “Large Block Plat.”** A Large Block Subdivision Plat shall be prepared encompassing the Property. The Large Block Plat shall include for each large block the maximum allowable residential densities, non-residential uses, the approximate location of all dedicated streets, pathways, open spaces, parks and other recreational facilities, public spaces and lands. The Large Block Plat shall be filed, reviewed and recorded as set forth in Paragraphs 3 and 10 herein.

1.7.2. A “PUD” or “Planned Unit Development” is a conditional use within all zoning districts. A PUD-Conditional Use Permit Application shall be submitted and reviewed as required by Chapter 9 of the Zoning Ordinance as modified by this Agreement. A PUD-Conditional Use Permit allows standard land use regulations to be modified or waived in order to promote beneficial development of an entire tract of land in conformance with an approved PUD and development plan accentuating useable open space, recreational uses, public amenities, and harmonious development with surrounding properties and the City at large. The PUD application submittal shall comply with the PUD Ordinance as modified by this Agreement, and may be submitted for individual phases in accordance with the PUD Development Plan and Large Block Plat.

1.7.3. “PUD Development Plan.” As part of the PUD application, a PUD Development Plan shall be submitted in accordance with the PUD Ordinance as modified by this Agreement. The PUD Development Plan may be submitted for individual phases provided each phase shall be planned with regard to infrastructure, public services and facilities to be self-sufficient and not dependent on later phases so that failure to proceed with the next phase shall not have any adverse impact on the PUD, the surrounding area or the community in general.

2. **Zoning, Development and Total Permitted Density.** Upon Annexation, the Annexation Parcel shall be zoned “GR – General Residential.” Owner shall develop the Property, and each portion thereof, in accordance with and subject to the terms, conditions and provisions of this Agreement and in general accordance with the Project Plan and unless specifically modified by this Agreement, the applicable City ordinance as defined in Section One shall apply. No structure, improvement or use shall be permitted on the Property except as set forth in this Agreement or Owner’s approved PUD Development Plan. Further, Owner shall make all applications and pay all applicable application fees as required by the ordinances of Bellevue necessary to complete the Development consistent herewith. The total permitted lot

density shall not exceed 205 residential lots, made up of up to 193 single family lots plus four (4) residential lots of approximately 14,000 square feet (each a “**Triplex Lot**”). Each Triplex Lot shall be platted to include three (3) sub-lots by Owner unless otherwise specified by the City during the platting process and be conveyed to the City in accordance with Section 4. The City shall waive any application fees associated with the Triplex Lots. All additional residential density and all rights with regard thereto, with the exception of accessory dwellings as may be allowed pursuant to Bellevue ordinances, are hereby waived by Owner.

**3. Large Block Plat and General Restrictions.** The Development shall be developed in five (5) large blocks in accordance with a PUD Development Plan generally consistent with this Agreement and the Project Plan. An application for Large Block Plat approval shall be filed with the City prior to or concurrent with the initial Phase One PUD application. Layout of Large Blocks shall be generally consistent with the Project Plan. Each of the Large Blocks are further defined and certain restrictions placed thereon as follows:

**3.1.** Large Block Number 1 (“**Phase 1 Residential Block**”) shall be allowed to contain approximately 47 lots with a building envelope in which residential dwelling units may be constructed together with such other related accessory improvements and structures.

**3.2.** Large Block Number 2 (“**Phase 2 Residential Block**”) shall be allowed to contain approximately 54 lots with a building envelope in which residential dwelling units may be constructed together with such other related accessory improvements and structures.

**3.3.** Large Block Number 3 (“**Phase 3 Residential Block**”) shall be allowed to contain approximately 62 lots with a building envelope in which residential dwelling units may be constructed together with such other related accessory improvements and structures.

**3.4.** Large Block Number 4 (“**Phase 4 Residential Block**”) shall be allowed to contain approximately 34 lots with a building envelope in which residential dwelling units may be constructed together with such other related accessory improvements and structures.

**3.5  
PARK BLOCK  
LARGE BLOCK 5**

**3.5** Large Block Number 5 (“**Park Block**”) shall include 9.2 acres which shall be dedicated to Bellevue as public park land. The City acknowledges the fact that the Park Block contains areas within the City’s designated Avalanche Zone and that uses may be restricted on a seasonal basis. Owner shall improve approximately two-thirds of the Park Block with one baseball field and one soccer field or such other improvements of equivalent cost as may be determined by the City at the time of the Phase Three Plat application in compliance with Bellevue’s Parks and Recreation Master Plan and applicable provisions of the City PUD ordinance.

**4. Construction and Phasing of Improvements, Dedications, and the Phasing Thereof.** Owner shall engineer, construct, and otherwise provide, at its sole expense, the following infrastructure, improvements and facilities (on-site and off-site, public and private) in accordance with this Agreement and the PUD Development Plan. Furthermore, Owner shall deliver to or pay to Bellevue the Annexation Fees, inclusive of improvements valued at \$1,000,000.00, dedications, payments of \$1,250,000.00 in cash, and conveyances of property, all as set forth in this Section 4 and the Agreement. These obligations of Owner are to reasonably mitigate the adverse impacts and service demands of the Development which the parties hereby mutually recognize.

**4.1 General Phasing Requirements.** Each phase shall contain all the necessary elements and improvements to exist independently from proposed future phases, unless otherwise addressed herein (*i.e.* park dedications; off site requirements). No portion of the Property shall be developed except as set forth in this Agreement or an approved PUD Development Plan. Once paid or transferred or constructed, any Annexation Fees shall be the property of the City and Owner shall not be entitled to reimbursement, credit or reconveyance.

**4.2 61 Acre Parcel.** Within fifteen (15) days from the date of this Agreement, Owner shall submit a complete annexation application for the 61 Acre Parcel to the City. The City shall waive all fees pertaining to the annexation of subject parcel, provided the 61 Acre Parcel is conveyed to the City within thirty (30) days from the date of its annexation into the City by fee simple title, free and clear of all liens and encumbrances. As used herein, the phrase “**free and clear of all liens and encumbrances**” shall mean free from financial liens or encumbrances, including, but not limited to, mortgages and materialman’s liens, and the phrase “**date of this Agreement**” shall mean the date the signatures of both Owner and the City are affixed to the Agreement.

**4.2.1** Owner shall be financially responsible for the clean up of any portions of the 61 Acre Parcel related to any past mining operations if an action is brought at any time by any State or Federal agency with jurisdiction over the same and to indemnify and hold the City harmless in the event any action is brought by the above-described agencies. In the event of such an action, the City hereby assigns to Owner all its rights with respect to said actions, including, but not limited to, defending, compromising and settling claims and pursuit of potential responsible parties for reimbursement, contribution and/or payment of required cleanup activities. Any cost paid by Owner for the cleanup of the 61 Acre Parcel shall be in addition to the Annexation Fees described herein. As used in this paragraph, an “**action**” shall mean a determination by any State or Federal agency with jurisdiction that the portion of the 61 Acre Parcel affected by prior mining excavation poses a risk to the public and that remedial measures need to be taken to alleviate that risk.

**4.3 Cedar Street Lot.** Within one hundred twenty (120) days from the date of this Agreement, Owner shall convey to the City fee simple title, free and clear of all

liens and encumbrances, the Cedar Street Lot. Until said conveyance is complete, Owner shall maintain homeowner's insurance on the property in an amount equal to its fair market value.

**4.4 Large Block Plat Dedications.** Within one hundred twenty (120) days of the recording of the Large Block Plat, Owner shall:

**4.4.1** Convey to the City fee simple title, free and clear of all liens and encumbrances, the Park Block (Large Block Number 5). In addition, Owner agrees to cooperate with the City and BLM with respect to any land exchanges and/or a public purpose lease or patent between the City and the BLM with respect to the Park Block and the adjacent BLM land;

**4.4.2** Assign and transfer to the City any and all water rights appurtenant to the Development, whether thought to be abandoned or not; and

**4.4.3** Provide the City with appropriate Federal Emergency Management Agency approved floodplain map amendments as appropriate for all of the property in the Development for the Slaughterhouse drainage.

**4.5 Order of Phases.** Owner shall develop the Development pursuant to Owner's approved PUD Development Plan in the following order:

**4.5.1. PHASE ONE:** Consistent with the deadlines set forth in the phasing plan approved as part of the PUD, Owner shall complete construction of infrastructure required for the Phase 1 Residential Block, and shall:

**4.5.1.1** Prior to the signing of the final plat for Phase One ("Phase One Plat") by the City, pay to the City Five Hundred Thousand Dollars (\$500,000) in cash;

**4.5.1.2** Prior to the signing of the Phase One Plat, construct a sidewalk from 6<sup>th</sup> Street to 8<sup>th</sup> Street, on the south side or north side of Cedar Street (as deemed appropriate by the City), consistent with the engineering standard set forth herein as identified on **Exhibit E-1**;

**4.5.1.3** Prior to the signing of the Phase One Plat, construct ball park improvements at O'Donnell Park as identified on **Exhibit E-2**;

**4.5.1.4** Prior to the signing of the Phase One Plat, construct the parking and bike path improvements as identified on **Exhibit E-3**;

**4.5.1.5** Prior to the signing of the Phase One Plat, construct rough grading of the road to the eastern end of the Annexation Parcel and connecting, in a bending manner, to the existing BLM road adjacent to the 61 Acre Parcel, and turnaround/parking area as identified on **Exhibit E-4**. For the purposes of this Agreement, “rough grading” shall not require addition of base materials or grading of the road to a condition better than the existing road as of the date of this Agreement. In addition, as depicted on Exhibit E-4, the Owner shall construct the Toe-of-Hill trail and shall also narrow and revegetate the existing Slaughterhouse Road consistent with best management practices. However, this portion of the improvement may be deferred until later Phases and completed as the currently existing trail is impacted by the Development;

**4.5.1.6** Prior to the signing of the Phase One Plat, the City shall review and approve all CC&Rs applicable to City owned property with respect to size, use restrictions and fees related to the City owned property;

**4.5.1.7** Concurrent with the recording of the Phase One Plat, dedicate the Sunrise Ranch Road extension and Slaughterhouse Gulch Road extension to the City. Notwithstanding this dedication, Owner shall not be required to bring subject roads up to City standards except as part of the improvements required within each Phase of the Development, as provided in Paragraph 4.12;

**4.5.1.8** Within sixty (60) days of recording of the Phase One Plat, convey to the City one (1) Triplex Lot, said lot to be located in Phase One as approved by the City through the PUD review process; and

**4.5.1.9** Within one hundred twenty (120) days of recording of the Phase One Plat, file for new irrigation and in-house water rights with the Idaho Department of Water Resources (“IDWR”) for all uses within Phase One of the Development. Prior to filing for subject water rights and/or permit(s), Owner shall receive direction and approval from the City to assure the application(s) filed provide maximum benefit to the City. The applicant shall be responsible for timely filing and responding to IDWR in all matters pertaining to the new water rights and agrees to use best efforts to act in the best interest of the City with respect to said water rights.

**4.5.2. PHASE TWO:** Consistent with the deadlines set forth in the phasing plan approved as part of the PUD, Owner shall complete construction of infrastructure required for the Phase 2 Residential Block and shall:

**4.5.2.1** Prior to the signing of the final plat for Phase Two (“**Phase Two Plat**”) by the City, pay to the City Two Hundred Fifty Thousand Dollars (\$250,000) in cash;

**4.5.2.2** Prior to the signing of the Phase Two Plat, construct the 8<sup>th</sup> and Slaughterhouse Road, including intersection improvements and improvement to O’Donnell Park parking as identified of **Exhibit E-5**;

**4.5.2.3** Prior to the signing of the Phase Two Plat, the City shall review and approve all CC&Rs applicable to City owned property with respect to size, use restrictions and fees related to the City owned property;

**4.5.2.4** Within sixty (60) days of recording of the Phase Two Plat, convey to the City one (1) Triplex Lot, said lot to be located in Phase Two as approved by the City through the PUD review process; and

**4.5.2.5** Within one hundred twenty (120) days of recording of the Phase Two Plat, file for new irrigation and in-house water rights with IDWR for all uses within the Phase Two of the Development. Prior to filing for subject water rights and/or permit(s), Owner shall receive direction and approval from the City to assure the application(s) filed provide maximum benefit to the City. The applicant shall be responsible for timely filing and responding to IDWR in all matters pertaining to the new water rights and agrees to use best efforts to act in the best interest of the City with respect to said water rights.

**4.5.3. PHASE THREE:** Consistent with the deadlines set forth in the phasing plan approved as part of the PUD, Owner shall complete construction of infrastructure required for the Phase 3 Residential Block, and shall:

**4.5.3.1** Prior to the signing of the final plat for Phase Three (“Phase Three Plat”) by the City, develop the improved park space as identified in Paragraph 3.5, above; **PARAGRAPH 3.5**

**4.5.3.2** Prior to the signing of the Phase Three Plat, pay to the City Two Hundred Fifty Thousand Dollars (\$250,000) in cash;

**4.5.3.3** Prior to the signing of the Phase Three Plat, extend stub utilities, which shall include power and communications, to the west end of Large Block Number 6;

**4.5.3.4** Prior to the signing of the Phase Three Plat, the City shall review and approve all CC&Rs applicable to City owned property with respect to size, use restrictions and fees related to the City owned property;

**4.5.3.5** The earlier of (i) prior to the signing of the Phase Three Plat, or (ii) one (1) year of the date a building permit is pulled for seventy-five percent (75%) of all the lots created in Phases One and Two, construct the Elm Street improvements, including Sixth Street road improvements on both sides of the Elm Street/Sixth Street intersection as identified on **Exhibits E-6.1 and E-6.2**;

**4.5.3.6** Within sixty (60) days of recording of the Phase Three Plat, convey to the City one (1) Triplex Lot, said lot to be located in Phase Three as approved by the City through the PUD review process; and

**4.5.3.7** Within one hundred twenty (120) days of recording of the Phase Three Plat, file for new irrigation and in-house water rights with IDWR for all uses within the Phase Three of the Development. Prior to filing for subject water rights and/or permit(s), Owner shall receive direction and approval from the City to assure the application(s) filed provide maximum benefit to the City. The applicant shall be responsible for timely filing and responding to IDWR in all matters pertaining to the new water rights and agrees to use best efforts to act in the best interest of the City with respect to said water rights.

**4.5.4. PHASE FOUR:** Consistent with the deadlines set forth in the phasing plan approved as part of the PUD, Owner shall complete construction of infrastructure required for the Phase 4 Residential Block and shall:

**4.5.4.1** Prior to the signing of the final plat for Phase Four (“**Phase Four Plat**”) by the City, pay to the City Two Hundred Fifty Thousand Dollars (\$250,000) in cash;

**4.5.4.2** Prior to the signing of the Phase Four Plat, the City shall review and approve all CC&Rs applicable to City owned property with respect to size, use restrictions and fees related to the City owned property;

**4.5.4.3** Within sixty (60) days of the recording of the Phase Four Plat, convey to the City one (1) Triplex Lot, said lot to be located in Phase Four as approved by the City through the PUD review process; and

**4.5.4.4** Within one hundred twenty (120) days of recording of the Phase Four Plat, file for new irrigation and in-house water rights

with IDWR for all uses within the Phase Four of the Development. Prior to filing for subject water rights and/or permit(s), Owner shall receive direction and approval from the City to assure the application(s) filed provide maximum benefit to the City. The applicant shall be responsible for timely filing and responding to IDWR in all matters pertaining to the new water rights and agrees to use best efforts to act in the best interest of the City with respect to said water rights.

**4.6. Consideration.** The Annexation Fees, inclusive of payments and offsite improvements identified in this Paragraph 4, shall be in full and complete consideration for all annexation, parks and recreation, municipal water and municipal sewer and housing fees to be assessed by the City, and no additional fees or offsite improvements shall be required as part of the Land Use Applications anticipated under this Agreement.

In consideration of said payments, transfers and improvements by Owner as set forth above, all residential lots in the Development, and the residents thereof, shall be entitled to receive all City services, including, but not limited to, water, sewer, police, fire protection, streets, parks, and maintenance at the same levels of service and at the same costs and tax structure as other residents of Bellevue.

Nothing herein shall restrict the City's ability to charge application fees, building permit fees, water and sewer fees issued at the time of building permit, monthly water and sewer service charges, development impact fees adopted pursuant to state requirements, construction inspection fees, City or neighborhood assessments, bonds, liens and other similar fees and assessments which are charged or assessed to lot owners in the City, provided, however, that Owner shall not be required to pay nor be assessed additional fees or assessments, including but not limited to development impact fees, that are attributed, calculated or assessed as a result of the act of subdividing property.

**4.7 Price Index Adjustments.** Cash payments under this Paragraph 4 shall be subject to adjustment based on the Consumer Price Index (1982-84 base, U.S. City Average ("Price Index")) using the Price Index for month of the effective date of this Agreement as the denominator and the Price Index for the month prior to the date the specific payment is to be made as the numerator, and multiplying the payment due by said fraction. For the purposes of this paragraph, the Price Index shall be deemed the percentage of base indicated by the Consumer Price Index tables maintained and published by the U.S. Department of Labor or, if any time said Department of Labor shall not maintain such tables, the tables maintained by the U.S. Government most clearly corresponding thereto, after appropriate adjustment is made to the base period. Notwithstanding the foregoing, the Price Index increase shall be capped at two percent (2%) per year.

**4.8 Alternate Timing of Cash Payments.** Owner may request from Bellevue reasonable extensions for good cause shown to any Development phasing schedule, which requests shall not be unreasonably denied by Bellevue; provided, the cash

payments identified above shall nevertheless be payable in five (5) year increments from the date of this Agreement as more particularly described below:

**4.8.1** The Phase One payment of \$500,000, adjusted in accordance with Paragraph 4.7, shall be due prior to the recordation of the Phase One Plat or within five (5) years of the date of this Agreement, whichever occurs first.

**4.8.2** The Phase Two payment of \$250,000, adjusted in accordance with Paragraph 4.7, shall be due prior to the recordation of the Phase Two Plat or within five (5) years from the date of the Phase One payment, whichever occurs first.

**4.8.3** The Phase Three payment of \$250,000, adjusted in accordance with Paragraph 4.7, shall be due prior to the recordation of the Phase Three Plat or within five years from the date of the Phase Two payment, whichever occurs first.

**4.8.4** The Phase Four payment of \$250,000, adjusted in accordance with Paragraph 4.7, shall be due prior to the recordation of the Phase Four Plat or within five years from the date of the Phase Three payment, whichever occurs first.

**4.8.5** In the event any cash payment as adjusted pursuant to Paragraph 4.7 is not paid when due; it shall accrue interest at one per cent (1%) per month for a period not to exceed twelve (12) months.

**4.8.6** In the event any aforementioned payment is not made within said twelve (12) month period, Bellevue may pursue any of the remedies available pursuant to Paragraphs 15 and 23 below.

**4.9 Municipal Water System.** All lines, pumps, improvements and additions to the municipal water system and any and all equipment and improvements necessary to provide the required water flows for domestic and fire flow purposes to the Property for development shall be in accordance with this Agreement. The municipal water distribution system of Bellevue shall be extended by the Owner, at its sole expense, to and throughout the Property. Owner shall connect into the existing system at the existing fourteen (14) inch transmission line from Bellevue's Storage Tank, as identified in **Exhibit E-7**. An alternative alignment along Sunrise Ranch Road may be considered for the off-site water main connection shown in Exhibit E-7 if an easement cannot be obtained from the BLM in a timely manner, significant excavation of rock is required to install the water main or other issues warranting relocation become apparent during final design. All municipal water mains shall be looped according to plans to be approved by Bellevue. As part of the required subdivision improvements, Owner shall install water service lines and water meter vaults as approved by Bellevue to each dwelling unit.

**4.10 Municipal Sewer System.** The Bellevue sewer system shall be extended by Owner, at its sole expense, to and throughout the Property, with pipelines, pumping facilities, manholes, service stubs to each proposed building and other necessary appurtenances. Owner shall connect into the system at the sewer main stubs provided during the construction of Sunrise Ranch Subdivision.

**4.11 Landscaping and Maintenance of Open Spaces.** Owner, at its sole expense, shall install required improvements on private common area and dedicated land and maintain all landscaping and related improvements for each phase of the Development. Installed landscaping, improvements and irrigation shall be consistent with a landscaping and management plan approved by Bellevue as part of Owner's PUD Development Plan and feature low water consumption vegetation (xeriscaping) consistent with the Development's location within a semi-arid, alpine environment. Owner shall maintain all open space parcels, rights of way, and the improvements thereon with the exception of the Park Block which the City shall maintain. City shall grant Owner an encroachment permit for any landscaping within any City rights of way; Owner shall be responsible for the maintenance of landscaped areas within such rights of way. Owner's maintenance obligations herein may be assigned to any Homeowners' Association ("HOA") created as part of the Development. Further, common area open space, including any attendant irrigation systems and improvements, private roadways, and sidewalks created as part of the Development shall be deeded to any HOA created as part of the Development and shall be maintained by said HOA.

**4.12 Dedication of Roads.** Consistent with Paragraph 4.5.1.7, Owner shall dedicate, and the City shall accept, the new Slaughterhouse Road extension and Sunrise Road extension as City streets. Owner shall be responsible to improve subject roads in accordance with the Strahorn Road Sections attached hereto as **Exhibit F**, as part of the infrastructure improvements with each phase of the Development as it is phased out the canyon. Subsequent to improvement, the City shall undertake the future maintenance thereof. Chip sealing of roads shall occur as required by the Bellevue Subdivision Ordinance. All other roads within the Development shall be private and the City shall not be obligated to undertake the maintenance thereof.

**4.13 Covenants, Conditions and Restrictions.** Owner agrees to record a declaration of covenants, conditions and restrictions ("**Declaration**" or "**CC&Rs**") against the each Phase of the Development and agrees to form an HOA to manage the ongoing maintenance obligations of the common areas of the Development. Owner shall include in said Declaration an endowment to the HOA consisting of one quarter of one percent (0.25%) of each lot sale within the Development, including all initial and subsequent conveyances, for the purposes of funding maintenance and capital responsibilities of the Association. The Declaration shall also include provisions exempting property owned by the City from Association dues and assessments.

**4.14 Off Site Improvement Rebate.** In the event Owner completes the off-site improvements identified in Exhibits E-1 through E-6 for a total cost of less than \$1,000,000, Owner shall pay to the City the difference between the total cost of said improvements and \$1,000,000, without any adjustment for interest or the consumer price index, within thirty (30) days of recording of the Phase IV Plat. Owner shall cause records for each of the improvements identified in Exhibits E-1 through E-6 to be maintained separately from its other books, shall allow the City review and approve the bids for all work included in said improvements, and shall share the final accounting records related to these improvements with the City. Owner's accounting records in accordance herewith shall be conclusive with respect to the amount spent on said improvements, and City shall have no right to audit Owner's records in association herewith. Notwithstanding the foregoing, Owner is not entitled to any reimbursements or credits from the City in the event the cost of said improvements exceeds \$1,000,000.

**5. Construction of Improvements.** Owner shall engineer, construct, and otherwise provide, at its sole expense, all of the infrastructure, improvements and facilities (public and private) in accordance with this Agreement and Owner's approved PUD Development Plan. All of the infrastructure, within and outside the Development, including, without limitation, streets, trails, sidewalks, water system improvements, sewer improvements, park, and related improvements (collectively "**Infrastructure Improvements**") shall be engineered and constructed, and all plans therefore approved in accordance with the Bellevue Subdivision Ordinance and other applicable ordinances, rules and regulations, or as otherwise agreed upon with the City of Bellevue and approved by the Bellevue City engineer or as identified in the Exhibits hereto. All utilities constructed on the Property and any utility upgrades, including without limitation telephone, cable, and electricity shall be installed underground within the street rights-of-way prior to completion of the construction of the roads or as otherwise shown on Owner's approved PUD Development Plan. Detailed engineered construction drawings and specifications for construction of all sewer, water and road improvements shall be prepared by Owner and approved by the City and all other governmental entities having jurisdiction thereover prior to the start of construction. Prior to acceptance of any such improvements which are to be dedicated to the City, the City shall inspect and approve same and Owner shall provide Bellevue with "as built" drawings thereof.

**6. Agreement Part of Owner's Request for Annexation.** This Agreement is intended by Owner to be considered by Bellevue as part of Owner's Request for Annexation of the Annexation Parcel. Owner acknowledges and intends that Bellevue consider and rely upon this Agreement in its review, evaluation, consideration and decision on said annexation request, and the related Land Use Applications.

**7. Agreement Subject to Annexation.** This Agreement shall become effective upon and is subject to annexation of the Property into Bellevue. Prior to annexation, an affidavit of the Owner, as owner of the Annexation Parcel, agreeing to submit said real property to this Agreement and to annexation by Bellevue pursuant to the provisions of Idaho Code §50-222(3)(a) shall be provided by Owner to the City and incorporated herein by reference.

**7.1. Termination of Annexation Review Agreement.** Upon annexation of the Property into the City, all obligations of Owner and Hartland under the Annexation Review Agreement dated January 12, 2006 shall cease and neither Owner nor Hartland shall have any ongoing responsibility for payment to professionals, consultants, advisors or planners (collectively “Consultants”) with respect to the annexation.

**7.2 Future Consultants.** Any outside Consultants retained by the City with respect to the Land Use Applications or any other application for approval anticipated under this Agreement, with the exception of normal review by City employees and professionals, shall be subject to the bidding process, and review and approval of Owner, not to be unreasonably withheld.

**8. Consent to Annexation.** Owner hereby irrevocably consents to the annexation of the Annexation Parcel into the City of Bellevue, Idaho, pursuant to the terms of this Agreement.

**9. Impact Mitigation.** Owner hereby agrees to pay all Annexation Fees, inclusive of all dedications and improvements provided for in this Agreement in order to reasonably mitigate the adverse impact of annexation of the Annexation Parcel and the proposed Development. Owner waives any right to rescind payment of said fees or Owner’s obligations to construct the Infrastructure Improvements. Owner and Bellevue each hereby acknowledge and agree that said fees are a fair and equitable amount voluntarily agreed upon to help mitigate the adverse impacts specifically attributable to annexation of the Annexation Parcel and development of the Development. The parties each hereby acknowledge that without the same, the annexation of the Annexation Parcel and its development would create substantial adverse impacts and impose substantial burdens upon Bellevue and its residents.

**10. Recordation.** This Agreement shall be recorded with the Blaine County Recorder.

**11. Bonding of Improvements.** In the event that certain improvements have not been completed according to the phasing schedule above and for good cause shown, Bellevue may allow the Owners to post security consistent with the provisions of the Subdivision Ordinance to secure completion of the improvements.

**12. Survival and Non-Merger Clause.** The terms, conditions and obligations of this Agreement shall survive the execution, delivery and recording of each plat, deed, or other document described in or required by this Agreement.

**13. Sale or Transfer of the Property.** This Agreement shall run with the land comprising the Property as set forth in Paragraph 23, below. No person or entity acquiring the Property or any portion of the development rights related thereto shall be permitted to develop, construct, erect, or install any building, use or improvement which does not conform in all respects to this Agreement and the PUD Development Plan created pursuant hereto. In the event that Owner or a successor in interest to Owner, sells or transfers the Property, or any portion of the development rights thereto, written notice of said transaction shall be given to Bellevue not

less than thirty (30) days after closing. Nothing herein shall preclude the Owner from assigning all or part of its rights hereunder to one or more third party developers to plan, construct and sell the Development, or any parts thereof.

**14. Amendment of Agreement.** Subject to the provisions of Section 15, this Agreement may be amended or cancelled, in whole or in part, only by the mutual consent of the parties, executed in writing.

**15. Remedies.** Subject to the provisions of 4.8.6 regarding monetary payments, if either party hereto fails or refuses to perform or violates any covenant, condition, promise, obligation, term, duty or provision contained in this agreement or any subdivision approval with regard to the Property, and such failure or refusal is not cured within thirty (30) days of written notice thereof, or in the case of a breach which is incapable of being cured within a thirty (30) day time period, either party fails within thirty (30) days after written notice to commence to cure the same and thereafter to prosecute the cure of such breach with due diligence and continuity, the non-breaching party shall be entitled to pursue all remedies at law and in equity, including, but not limited to, specific performance. All remedies shall be cumulative.

**16. No Precedent.** The issuance of a PUD Conditional Use Permit for the Strahorn Canyon Ranch PUD or any other approval by the City associated with the Development shall not be considered a binding precedent for the issuance of other conditional use permits. Such permit shall not be transferable from one parcel of land to another.

**17. Police Powers.** Nothing contained herein is intended to limit the police powers of the City or its discretion in reviewing subsequent applications regarding annexation, development and construction of the Property or any portion thereof. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation, including without limitation, applicable building codes, fire codes, zoning ordinances, subdivision ordinances, or comprehensive plan provisions, including subsequent amendments and codifications thereof, unless expressly provided for herein.

**18. City Approvals.** Bellevue shall consider all subsequent subdivision application(s) of Owner in accordance with this Agreement in an efficient and expeditious manner consistent herewith.

**19. Time Is of The Essence.** Time and timely performance are of the essence of this Agreement.

**20. Relationship of Parties.** It is understood the contractual relationship between the City and Owner is such that Owner is not the agent, partner, or joint venturer of the City.

**21. Attorney Fees and Costs.** If legal action by either party is brought because of breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorney fees and costs incurred with regard to such action including, without limitation, any appeals.

**22. Notices.** All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to Bellevue shall be addressed as follows:

City of Bellevue  
P.O. Box 825  
Bellevue, Idaho 83313

Notices required to be given to OWNER shall be addressed as follows:

Strahorn Partners, LLC  
24095 Butteville Road., NE  
PO Box 809  
Aurora, OR 97002,

with a copy to:  
Lawson & Laski, PLLC  
Attn: James R. Laski  
675 Sun Valley Road, Suite A  
PO Box 3310  
Ketchum, ID 83340

A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address. Notice shall be deemed to be received on the date of personal service, or on the third day after the date of mailing if sent by certified mail.

**23. Binding Effect and Covenants Running with the Land.** This Agreement shall inure to the benefit of and be binding upon Bellevue and Owner, their successors and assigns, and be a covenant running with the Property and each portion thereof in perpetuity. The words "successors and assigns" as used in this Agreement shall include without limitation all successors, assigns, personal representatives, administrators, trustees and holders of a security interest in the Property or any portion thereof or interest therein. In the event of default by Owner, in addition to the remedies set forth in Section 15, this Agreement shall constitute a lien against all unplatted portions of the Property securing Owner's obligations hereunder. Notwithstanding the foregoing, concurrent with and as part of each subdivision plat encompassing any part of the Development, the City shall release all lots within said plat from this Agreement such that the Agreement does not create an encumbrance on the lots within such plats.

**24. No Waiver.** In the event either Bellevue or Owner does not strictly comply with any of its obligations or duties herein thereby causing a default of this Agreement, or any forbearance of any kind that may be granted or allowed by Owner or Bellevue to the other under this Agreement shall not in any manner nor in any way be deemed or construed or considered as waiving or surrendering any of the conditions or covenants of this Agreement or any subsequent default.

**25. Partial Invalidity.** In the event any portion of this Agreement or part thereof shall be determined by any Court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect.

**26. Entire Agreement.** This Agreement constitutes the full and complete Agreement of and between the parties hereto. No representations or warranties made by either party or its officers, employees or agents shall be binding unless contained in this Agreement.

**27. No Presumptions.** No presumption shall exist in favor or against any party to this Agreement as a result of the drafting and preparation of this Agreement. Owner acknowledges that it has been represented by independent legal counsel and has done so to the extent it deemed advisable. Owner further acknowledges that no official, employee or agent of Bellevue has made any promise, representation or warranty to it.

**28. No Third Party Beneficiaries.** Nothing contained herein shall be deemed or construed to create any third party beneficiaries or third party rights.

**29. Rules of Construction.** The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory, "may" is permissive.

**30. Choice of Laws.** This Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Agreement. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Blaine County, Idaho.

**31. Exhibits.** Attached to this Agreement and made a part of this Agreement by reference are the following Exhibits:

- A-1 - Map of Annexation Parcel
- A-2 - Legal Description of Annexation Parcel
- B-1 - Map of the City Parcel
- B-2 - Legal Description of the City Parcel
- C-1 - Map of the 61 Acre Parcel
- C-2 - Legal Description of 61 Acre Parcel
- D - Project Plan
- E-1 - E-7 - Specifications for Agreed Improvements
- F - Strahorn Road Sections

**32. Authority to Execute.** Each of the persons executing this Agreement represent and warrant that he has the lawful authority and authorization from their respective entities to execute this Agreement, as well as all the Land Use Applications and other applications, plats and documents required hereunder for and on behalf of the entity executing this Agreement.

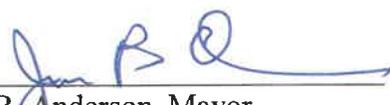
**33. Captions.** The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in accordance with the laws of the state of Idaho, the date and year first written above.

STRAHORN PARTNERS, LLC  
an Oregon limited liability company

by   
Jeffrey L. Pfaeffle  
Member/Manager

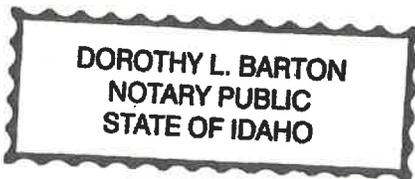
CITY OF BELLEVUE, IDAHO,  
a chartered city,

by   
Jon B. Anderson, Mayor



STATE OF IDAHO )  
 ) ss.  
County of Blaine )

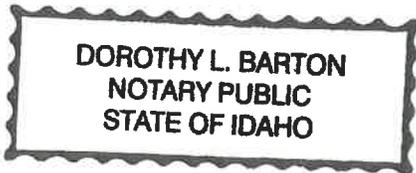
On this 22<sup>nd</sup> day of January, 2009, before me, a Notary Public in and for said State, personally appeared Jeffrey L. Pfaeffle, known or identified to me to be the member/manager of the limited liability company that executed the within instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



*Dorothy L. Barton*  
NOTARY PUBLIC for IDAHO  
Residing at Richfield, ID  
Commission expires 01-09-2014

STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this 22<sup>nd</sup> day of January, 2009, before me, a Notary Public in and for said State, personally appeared Jon B. Anderson, Mayor of the City of Bellevue, Idaho, known or identified to me to the person whose name is subscribed to the within instrument as the Mayor of said City, and acknowledged to me that he executed the same as Mayor of said City.



*Dorothy L. Barton*  
NOTARY PUBLIC for IDAHO  
Residing at Richfield, Id.  
Commission expires 01-09-2014



OWNER AFFIDAVIT

STATE OF IDAHO, )  
 ) ss.  
County of Blaine )

I, Jeffrey L. Pfaeffle, being first duly sworn on oath state as follows:

1. I am a member and manager of Strahorn Partners, LLC, an Oregon limited liability company duly authorized to conduct business in the State of Idaho ("Strahorn").

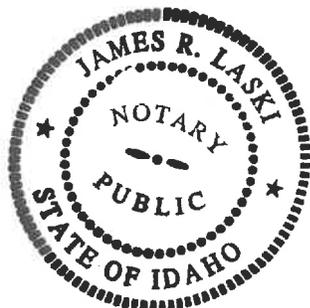
2. Strahorn is the Owner of certain real property adjacent to the City of Bellevue, Idaho, as more particularly identified on the map and legal description attached as Exhibits A-1 and A-2 to the Strahorn Annexation Agreement by and between the City of Bellevue and Strahorn dated January 22, 2009 (the "Annexation Parcel").

3. On behalf of Strahorn, I hereby agree and consent to the annexation of the Annexation Parcel by the City of Bellevue pursuant to Idaho Code §50-222(3)(a) and to the Strahorn Annexation Agreement referenced in paragraph 2 hereof.

DATED this 22<sup>nd</sup> day of January, 2009.

Jeffrey L. Pfaeffle  
Jeffrey L. Pfaeffle,

SUBSCRIBED AND SWORN before me this 22nd day of January, 2009.



James R. Laski  
Name: James R Laski  
Notary Public for Idaho  
Residing at Blaine County  
My commission expires Aug 3, 2011



EXHIBIT A2  
LEGAL DESCRIPTION  
OF  
ANNEXATION PARCEL  
SEPTEMBER 5, 2008

A parcel of land located within Section 25, Township 2 North, Range 18 East and Section 30, Township 2 North, Range 19 East, Boise Meridian, Blaine County, Idaho, being more particularly described as follows:

Commencing at a Brass Cap marking the Southeast corner of said Section 25, thence North 89°09'57" West, 856.93 feet; thence North 33°14'37" East, 1147.05 feet to the TRUE POINT OF BEGINNING;

thence North 33°14'37" East, 417.60 feet;

thence North 34°06'16" East, 529.84 feet;

thence North 36°19'48" East, 877.52 feet;

thence North 36°44'56" East, 212.31 feet;

thence South 89°33'18" East, 361.86 feet;

thence North 00°06'22" West, 487.92 feet;

thence North 36°17'30" East, 972.37 feet;

thence North 44°34'19" East, 337.09 feet;

thence North 27°56'37" East, 771.67 feet;

thence South 84°42'44" East, 578.87 feet;

thence South 01°06'20" West, 559.93 feet;

thence South 28°43'12" West, 323.12 feet;

thence North 89°35'51" West, 264.13 feet;

thence South 00°12'08" East, 437.53 feet;

thence South 31°32'27" West, 952.44 feet;

thence South 40°08'58" West, 437.85 feet;

thence South 55°17'10" West, 690.03 feet;

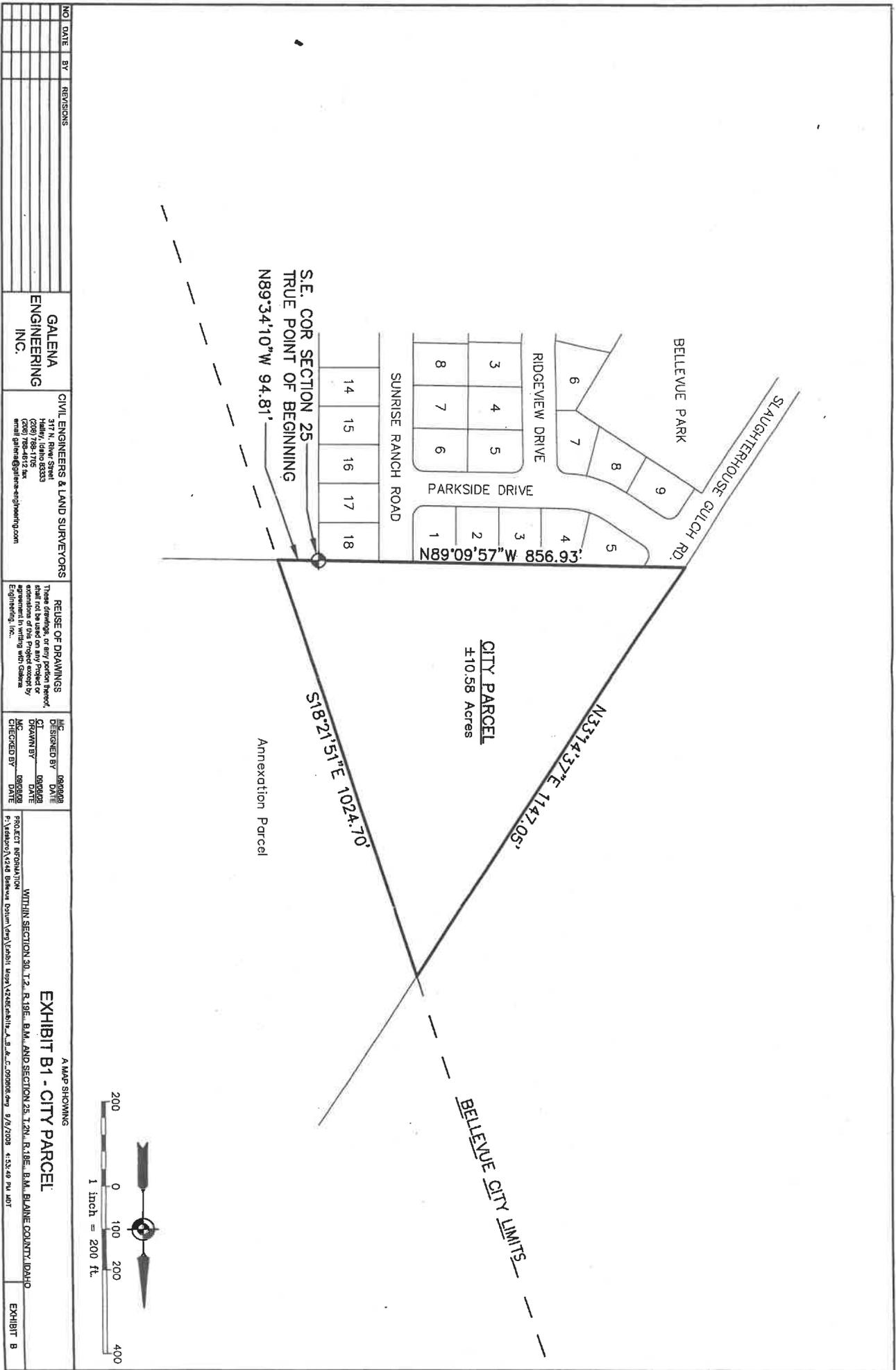
thence South 24°17'11" West, 367.59 feet;

thence South 21°51'25" West, 1435.61 feet;

thence South 08°40'24" West, 295.99 feet;

thence North 89°34'10" West, 454.47 feet;

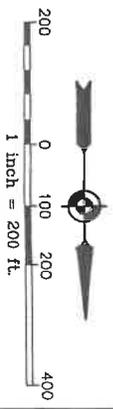
thence North 18°21'51" West, 1024.70 feet to the TRUE POINT OF BEGINNING, containing 99.44 acres, more or less.



S.E. COR SECTION 25  
 TRUE POINT OF BEGINNING  
 N89°34'10"W 94.81'

CITY PARCEL  
 ±10.58 Acres

Annexation Parcel



NO.	DATE	BY	REVISIONS

GALENA ENGINEERING INC.	CIVIL ENGINEERS & LAND SURVEYORS 1410 N. Idaho Street Boise, Idaho 83725 (208) 798-1725 (208) 798-4172 fax email: galena@galena-engineering.com	REUSE OF DRAWINGS These drawings, or any portion thereof, shall not be used on any project or agreement in writing without the written consent of Galena Engineering, Inc.	DESIGNED BY: DARRIN CT DRAWN BY: DARRIN MC CHECKED BY: DARRIN DATE: 08/20/08	PROJECT INFORMATION WITHIN SECTION 30, T2N, R19E, B1M, AND SECTION 25, T2N, R19E, B1M, BLAINE COUNTY, IDAHO P:\Projects\2008\0820\0820.dwg 9/2/2008 4:53:49 PM JDT	EXHIBIT B
-------------------------	--	---	--	--	-----------

**EXHIBIT B1 - CITY PARCEL**

A MAP SHOWING

EXHIBIT B2  
LEGAL DESCRIPTION  
OF  
CITY PARCEL  
SEPTEMBER 5, 2008

A parcel of land located within Section 25, Township 2 North, Range 18 East, and Section 30, Township 2 North, Range 19 East, Boise Meridian, City of Bellevue, Blaine County, Idaho, being more particularly described as follows:

Commencing at a Brass Cap marking the southeast corner of said Section 25, said point being the TRUE POINT OF BEGINNING;

thence North  $89^{\circ}09'57''$  West, 856.93 feet;

thence North  $33^{\circ}14'37''$  East, 1147.05 feet;

thence South  $18^{\circ}21'51''$  East, 1024.70 feet;

thence North  $89^{\circ}34'10''$  West, 94.81 feet to the TRUE POINT OF BEGINNING, containing 10.58 acres, more or less.



EXHIBIT C2  
LEGAL DESCRIPTION  
OF  
61 ACRE PARCEL  
SEPTEMBER 5, 2008

A parcel of land located within Sections 19 and 30, Township 2 North, Range 19 East, Boise Meridian, Blaine County, Idaho, being more particularly described as follows:

Commencing at a Brass Cap marking the Southeast corner of Section 25, said Township and Range, thence North 89°09'57" West, 856.93 feet;  
thence North 33°14'37" East, 1564.65 feet;  
thence North 34°06'16" East, 529.84 feet;  
thence North 36°19'48" East, 877.52 feet;  
thence North 36°44'56" East, 212.31 feet;  
thence South 89°33'18" East, 361.86 feet;  
thence North 00°06'22" West, 487.92 feet;  
thence North 36°17'30" East, 972.37 feet;  
thence North 44°34'19" East, 337.09 feet;  
thence North 27°56'37" East, 771.67 feet to the TRUE POINT OF BEGINNING;

thence North 28°50'49" East, 998.41 feet;  
thence North 05°51'40" East, 157.93 feet;  
thence North 24°24'49" East, 1345.68 feet;  
thence North 27°55'37" East, 1710.00 feet;  
thence North 40°24'25" East, 548.59 feet;  
thence North 29°32'59" East, 284.42 feet;  
thence South 64°48'58" East, 346.10 feet;  
thence South 25°45'53" West, 1149.34 feet;  
thence South 26°20'45" West, 1661.77 feet;  
thence South 18°07'37" West, 630.06 feet;  
thence South 14°57'20" West, 639.37 feet;  
thence South 43°23'56" West, 585.10 feet;  
thence South 26°47'39" West, 194.03 feet;  
Thence North 84°42'44" West, 578.87 feet to the TRUE POINT OF BEGINNING  
containing 61.01 acres, more or less.





EXHIBIT E-2  
O'DONNELL PARK  
IMPROVEMENTS  
SEPTEMBER 5, 2008

Construction of the following improvements to O'Donnell Park.

**1. Chain link Fence**, install approximately 1400 linear feet of 4 foot tall chain link fence to complete fencing the park. The unfenced area includes the boundary of the park along Slaughterhouse Road, Eight Street and Elm Street. The fence shall be constructed using 2-3/8" schedule 40 terminal posts, 1-7/8" schedule 40 line posts on 8' centers, 1-5/8" schedule 40 top rails, 7 gauge bottom wire and 9 gauge fabric.

**2. In-field Renovation**, rototill to a depth of 8" and add Diamond Dust at a rate of 20 yards per infield and re-rototill to mix. Water, compact and let set up. Renovate both baseball infields.

**3. Grass Field Leveling**, the existing grass play areas have a lot of depth variation to 4" located randomly throughout the field. Treatment has two options. 1. sod removal, releveling and reseeding that can include the entire field or just selected areas. 2. incremental build up (1/2" max. per application) over three years with a rest-rotation program to protect the new areas. The first option would limit the park use for a year as the sod rebuilds. The second would allow some use in areas not under reconstruction. The ultimate plan might include a combination of both treatment options. The only way to truly know the areas to be treated would be to laser survey field depth and run a CAD imaging program to delineate elevation variations.

















**CITY OF BELLEVUE IDAHO  
ORDINANCE NO. 2019-04**

**AN ORDINANCE OF THE CITY OF BELLEVUE IDAHO AMENDING EXHIBIT 1 OF ORDINANCE NO. 2009-04, IDENTIFIED AS THE STRAHORN ANNEXATION AGREEMENT BY LIMITING THE ANNEXATION FEES TO THOSE ALREADY PAID; CANCELLING IMPROVMENTS IDENTIFIED IN SECTIONS 4.5.1.2, 4.5.1.3, 4.5.1.4, 4.5.1.5, 4.5.2.2, 4.5.3.5 AND 4.14; CANCELLING CASH PAYMENTS IDENTIFIED IN SECTIONS 4.5.1.1, 4.5.2.1, 4.5.3.2, 4.5.4.1, AND 4.8; CANCELLING THE CONVEYANCE OF THE TRIPLEX LOTS IDENTIFIED IN SECTIONS 4.5.1.8, 4.5.2.4, 4.5.3.6, AND 4.5.4.3.; REVISING TIMING OF THE FEMA MAP AMENDMENTS; ALLOWING FOR THE TRIPLEX LOTS TO BE DEVELOPED AS SINGLE LOTS; INCORPORATING WAIVER OF CLAIMS SECTION; CONSTRUCTION CLAUSE; RATIFICATION CLAUSE; COUNTERPARTS CLAUSE AND A SEVERABILITY CLAUSE**

WHEREAS, the City and Owner are parties to that certain STRAHORN ANNEXATION AGREEMENT, dated January 22, 2009, and incorporated as Exhibit 1 into City of Bellevue Ordinance No. 2009-04, recorded in the Records of Blaine County, Idaho as instrument No. 564524 (the "Annexation Agreement"); and

WHEREAS the Annexation Agreement sets forth various rights and obligations with regard to the annexation property and the development thereof, including, but not limited to, the payment of Annexation Fees as defined in section 1.1 of the Annexation Agreement.

WHEREAS, on August 18, 2014, the City and Strahorn Partners, LLC agreed to and entered into a FIRST AMENDMENT TO STRAHORN ANNEXATION AGREEMENT, a true and correct copy of which is attached hereto and incorporated herein ("First Amendment") as Exhibit 2.

WHEREAS, the First Amendment was not adopted as an Ordinance of the City of Bellevue when it was agreed to.

WHEREAS, the City now wishes to ratify the First Amendment and adopt an Ordinance Amending Ordinance 2009-04 to incorporate the First Amendment.

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE  
CITY OF BELLEVUE, IDAHO**

**SECTION 1.** The First Amendment is fully ratified and affirmed by the City of Bellevue;

**SECTION 2.** City of Bellevue Ordinance 2009-04 is amended to incorporate the First Amendment such that the Annexation Agreement incorporate the terms of the First Amendment.

**SECTION 3.** If any section or portion of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

**SECTION 4.** This ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED BY THE COMMON COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BELLEVUE, IDAHO THIS 30<sup>th</sup> DAY OF JULY, 2019.

  
\_\_\_\_\_  
Ned Burns, Mayor

ATTEST

  
\_\_\_\_\_  
Marian Edwards, City Clerk



**FIRST AMENDMENT TO  
STRAHORN ANNEXATION AGREEMENT**

THIS FIRST AMENDMENT TO STRAHORN ANNEXATION AGREEMENT, entered into this 18 day of August, 2014, by and between the CITY OF BELLEVUE, IDAHO, a chartered city, (herein referred to as "**Bellevue**" or "**City**") and Strahorn Partners, LLC, an Oregon limited liability company authorized to do business in the State of Idaho, (herein referred to as "**Owner**").

**RECITALS**

This FIRST AMENDMENT TO STRAHORN ANNEXATION AGREEMENT (this "**Amendment**") is predicated upon the following facts:

WHEREAS, the City and Owner are parties to that certain STRAHORN ANNEXATION AGREEMENT, dated January 22, 2009, and incorporated as Exhibit A into City of Bellevue Ordinance No. 2009-04, recorded in the Records of Blaine County, Idaho as instrument No. 564524 (the "**Annexation Agreement**"); and

WHEREAS the Annexation Agreement sets forth various rights and obligations with regard to the annexation property and the development thereof, including, but not limited to, the payment of Annexation Fees as defined in section 1.1 of the Annexation Agreement.

WHEREAS, in accordance with the Annexation Agreement, Owner has conveyed to the City assets valued at approximately Two Million Dollars (\$2,000,000.00) consisting of the 61 Acre Parcel and the Cedar Street Lot as defined in the Annexation Agreement (the "**Annexation Fees Paid**").

WHEREAS, the City has determined, based on a report prepared by Caplan and Associates, that the basis for the calculations utilized to determine the Annexation Fees were overstated and has adopted new calculations that more accurately and equitably allocate the costs of the annexation.

WHEREAS, the parties understand that any figure derived from the aforementioned calculations can be subject to interpretation and disagreement. Rather than dispute the appropriate amount of the Annexation Fees, City and Owner desire to agree that the Annexation Fees Paid fully compensate the City for the costs related to the Annexation and that said fees are fair and equitable allocation of the costs incurred by the City as a result of the annexation and that no additional Annexation Fees shall be due to the City as a result of the Annexation. Moreover, Owner agrees to waive any claims of reimbursement for annexation fees already paid.

WHEREAS, City and Owner now desire to amend and supplement the Annexation Agreement to memorialize the full payment of Annexation Fees and such other terms and conditions as hereinafter provided.

**Instrument # 620786**

HAILEY, BLAINE, IDAHO  
8-21-2014 02:33:45 No. of Pages: 5  
Recorded for : CITY OF BELLEVUE  
JOLYNN DRAGE Fee: 0.00  
Ex-Officio Recorder Deputy  
Index to: AGREEMENT/CORRECTION

*JB*

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and which are an integral part of this Agreement and are fully incorporated herein by this reference, Owner and City hereby mutually covenant and agree as follows:

**1. Payment of Annexation Fees.** The Parties agree that the Annexation Fees Paid shall constitute the entire Annexation Fee with respect to the Annexation and that all Annexation Fees referenced in the Annexation Agreement shall be cancelled and be null and void and of no further effect. Without limiting the foregoing, Annexation Fees that Bellevue hereby agrees to cancel include:

- 1.1. Improvements** valued at \$1,000,000 as more specifically identified in sections 4.5.1.2, 4.5.1.3, 4.5.1.4, 4.5.1.5, 4.5.2.2, 4.5.3.5 and 4.14 of the Annexation Agreement;
- 1.2. Cash Payments** of \$1,250,000 as more specifically identified in sections 4.5.1.1, 4.5.2.1, 4.5.3.2, 4.5.4.1, and 4.8 of the annexation Agreement; and
- 1.3. Conveyance of Triplex Lots** as more specifically identified in sections 4.5.1.8, 4.5.2.4, 4.5.3.6, and 4.5.4.3.

**2. Timing of FEMA Map Amendments.** The timing for the Owner to provide FEMA floodplain map amendments as identified in section 4.4.3 shall be changed from “within one hundred twenty (120) days of the recording of the Large Block Plat” to “Prior to the recording of the Phase One Plat.”

**3. Triplex Lots.** The Triplex Lots referred to in sections 4.5.1.8, 4.5.2.4, 4.5.3.6, and 4.5.4.3 may be developed as single Lots at Owner’s discretion.

**4. Waiver of Claims.** In exchange for the reduction of the Annexation Fees as set forth above, Owner agrees that the Annexation Fees Paid are a fair and equitable allocation of the costs associated with the annexation and waives any claims it may have in both law and equity for any reimbursement on the basis that the City lacked the power and authority to impose said fees.

**5. Construction.** This Amendment and the Annexation Agreement constitute one agreement between the City and Owner. In the event of any inconsistency between this Amendment and the Annexation Agreement, the terms of this Amendment shall govern. All capitalized terms in this Amendment shall have the respective meanings in the Annexation Agreement when used in this Amendment, unless otherwise defined herein.

**6. Ratification.** The Annexation Agreement, as amended by this Amendment is hereby ratified and affirmed.

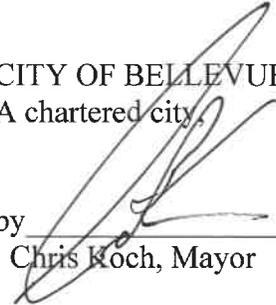
**7. Counterparts.** This Amendment may be executed in counterparts, all of which together shall constitute an agreement binding on all the Parties hereto, notwithstanding that all such Parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in accordance with the laws of the state of Idaho, the date and year first written above.

STRAHORN PARTNERS, LLC  
an Oregon limited liability company

by   
Jeffrey L. Pfaeffle  
Member/Manager

CITY OF BELLEVUE, IDAHO,  
A chartered city,

by   
Chris Koch, Mayor





**From:** xxxxxxxx@cox.net <xxxxxxx@cox.net>  
**Sent:** Tuesday, February 27, 2024 3:52 PM  
**To:** Michelle Vest Snarr <mvestsnarr@bellevueidaho.us>  
**Subject:** RE: Third Amendment to Phase One PUD Agreement

Michelle, I hope you are feeling better.

I dropped by the city office today while down at my project to be certain we are all set for noticing Strahorn matters before the council during their next scheduled meeting. I believe you have our 3<sup>rd</sup> Amendment to the PUD Agreement but do expect that I will need to elaborate a bit more about it. I also wanted to have noticed and kept open any other things that might also need to be discussed surrounding the completion of Phase 2 bonding requirements. This, in turn, may lead to further amendments to the PUD Agreement (specifically lights and landscaping). If we could broaden the discussion of our project to this one meeting, that would save the need for additional noticing and meeting scheduling. It would seem best to kill 2 birds with one stone and not tie up valuable future council time as well as yours. It would also provide a clearer picture of whether some of the items I wish to talk about should be recommended by the council sent back to the P & Z for consideration first. I need to keep moving forward with planning for future phases and need a few questions answered as far as their input on what they would like to see accomplished.

Thank you for setting this all up for the next council meeting agenda. If you are at all confused by what I am asking for, please call me so that we can discuss this in greater details.

Jeff

-----Original Message-----

From: Jeff Pfaeffle <xxxxxxx@cox.net>  
Sent: Monday, February 5, 2024 4:17 PM  
To: Michelle Vest Snarr <mvestsnarr@bellevueidaho.us>  
Subject: Strahorn

Michelle,

This email is to follow up on my concerns pertaining to some of the conditions which had been placed upon Strahorn Phases 1 and 2 regarding the start of the development of the park located within the Property owned by the city in the vicinity of Phase 3.

It seems that this would be impossible to do since our 3rd Phase has yet to be approved or constructed, a necessity for the road and water/sewer infrastructure to be in place for this to be accomplished. Also, the original timing for this to occur as specified by our Annexation Agreement was during construction of the 3rd Phase, for obvious reasons.

Due to this situation, I would like to go before the city council for the purpose of modifying this requirement, postponing any park improvements to a later date when the necessary infrastructure improvements are in place.

One other item I would like to discuss at this time, as well, is whether or not the city is truly desirous of having us install 2 streetlights at the entrances of Roberts Rd and Hartland Lane off Slaughterhouse Rd. They are secondary streets serving only a few homes within the subdivision. They are unlike the intersection at Slaughterhouse and Rosewood that crosses over to the Sunrise Subdivision and does have a street light due to this configuration. If of no practical safety reason, it would seem they will only add to future expenses for the city to maintain and will tend to illuminate the valley in general, interfering with the goals of the dark sky ordinances. Since they have not been ordered yet, this would seem to be the appropriate time to have this discussion.

Michelle, I think these are questions which the council would be able to consider, but if they feel it initially needs to be reviewed by the P&Z, that is fine as well.

Thank you for your time and effort addressing our request.

Jeff Pfaeffle

## STRAHORN PLANNED UNIT DEVELOPMENT AGREEMENT

This Planned Unit Development Agreement (“Agreement”) is entered into this 19<sup>th</sup> day of December, 2019, by and between the City of Bellevue (“City”); Strahorn Partners, LLC, an Oregon limited liability (“Strahorn”).

**Recitals.** This Agreement is made in contemplation of the following facts and purposes:

A. City is a municipal corporation possessing all the powers granted to municipalities under the applicable provisions of Idaho Code, including, without limitation, all powers under the Local Land Use Planning Act, as set forth in Idaho Code §§67-6501, et seq.

B. Strahorn is the owner of the Property as defined below and the developer of the Project as defined below.

C. Strahorn is desirous of developing a residential subdivision consisting of 47 residential lots and related improvements (“Project” or “Development”), all as set forth in that certain Planned Unit Development Application, certified as complete on November 14, 2017 (“PUD Application”) and which said PUD Application has been formally filed with City, and has been recommended for approval by the City Planning and Zoning Commission on January 10, 2019. The Project consists of the development of the first phase of the Strahorn Large Block Plat as contemplated in the Strahorn Annexation Agreement referenced below.

D. The property (“Property”) upon which the Project is to be constructed is legally described as Large Block 1, Strahorn Subdivision, and is presently zoned “General Residential” and is subject to City’s Land Use Ordinances and Zoning Regulations, and is also subject to an Annexation Agreement entered into on January 22, 2009 and adopted as ordinance 2009-04 as amended by the First Amendment to Annexation Agreement dated August 18, 2014, which was ratified and adopted as Ordinance 2019-04 (the “Strahorn Annexation Agreement”).

E. The City’s Planning and Zoning Commission and City Council have held the required public hearings, accompanied with proper notice, with respect to the PUD Application.

F. City approved the PUD Application on December 19, 2019, and adopted Findings of Fact and Conclusions of Law (“Decision”) on December 19, 2019 which are incorporated into this Agreement by this reference.

G. Bellevue Zoning Ordinance, Chapter 5, §5.5.9 provides, that as a condition of approval, the Council may impose reasonable conditions on approval, including requiring written agreements executed by the developer to secure performance of any requirement or condition to be imposed as part of the approval.

H. In order to ensure that the proposed Project is constructed consistent with City's applicable ordinances and regulations, the Annexation Agreement, and the PUD Approval, City and Strahorn deem it in their mutual interest to enter into an agreement with regard to the manner and timing of construction of the Project and other factors affecting the general health, safety and welfare of the citizens of City and users of the Property.

I. City and Strahorn desire that construction of the Project proceeds as approved by City's City Council as set forth in the Decision adopted by the City Council.

NOW, THEREFORE, IN CONSIDERATION of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Description and Location of Property.** The Property encompassed within the PUD Application is approximately 18.5 acres, zoned General Residential, and has been approved by City for the purposes of this Agreement as a Planned Unit Development, subject to certain conditions contained herein and in the Decision.

2. **Construction of Project.** Strahorn agrees to construct the Project in a single phase. Strahorn agrees to construct the Project in substantial and material conformance with this Agreement, the Decision, the PUD Application and the Preliminary Plat submitted with the PUD Application. Engineered construction drawings approved by the City and other reviewing agencies (collectively the "Plans"), are a condition of approval of the Decision, and the PUD application approval. Such Plans may be modified or amended from time to time with the City's, or other reviewing agency's approval. The Project shall include construction of the improvements depicted in the Plans.

3. **Water System.** The Project's water supply is the City's existing water supply. Strahorn agrees to install a new and separate water supply line from the existing City water storage tank. Additionally, Strahorn agrees to connect the Project's water distribution system to the City's existing water distribution system at the end of Sunrise Ranch Road ensuring a backup water supply in the event the new supply line becomes inoperable. The Project's distribution system requires a separate pressure zone from the existing City distribution system, and this separate pressure zone will be delineated at the connection to the existing City distribution system at the end of Sunrise Ranch Road. This will include the development of a temporary gravel road to the location of the booster station and associated easements.

4. **Park Improvements.** Strahorn has conveyed Large Block 5 of the Strahorn Subdivision to the City in accordance Paragraph 3.5 of the Annexation Agreement in satisfaction of park requirements associated with the Project and the remainder of the Strahorn Development. Strahorn agrees to commence construction of the Improvements identified in Paragraph 3.5 of the Annexation Agreement upon the sale of the lot representing the seventy-fifth percent (75<sup>th</sup> %) of all lots approved and platted on Large Block 1 and Large Block 2 of the Strahorn Subdivision large Block Plat. Said Park Improvements shall be completed within six (6) months of said date, subject to reasonable extensions to accommodate for weather.

5. **Parking Improvements.** Strahorn agrees to develop an improved gravel area sufficient to accommodate ten (10) parking spaces in Parcel A at a location consistent with the connection to the dirt road referenced in paragraph 8, below, and shall landscape Parcel A consistent with an approved Landscape Plan prior to Final Plat approval. Strahorn shall dedicate Parcel A to the City upon recording of the Final Plat. Strahorn shall complete proposed landscaping within the Parcel, including irrigation until such landscaping is established. Strahorn shall not be required to install a catch basin/ runoff infiltration-detention area as shown on the preliminary plat.
6. **Off-Site Signage.** Strahorn shall provide striping and signage for Cedar Street clearly designating Cedar Street, between 7<sup>th</sup> Street and 6<sup>th</sup> Street, as a pedestrian only area. Signage and striping to be approved by the by City staff prior to installation, or shall be completed by the City with costs reimbursed by Strahorn.
7. **Interior Streets.** The interior streets shall be constructed within a sixty (60) foot right-of-way in accordance with Exhibit F to the Annexation Agreement, and will be built to City's street construction specifications. In the event the City wishes the interior streets to be dedicated to the City, Strahorn agrees to make such dedication and to complete and/or pay the cost of the first chip sealing application for said streets.
8. **WRLT Access.** Strahorn agrees to adjust the location of the connection to the existing dirt road from to the location identified on the Preliminary Plat included on the PUD Application to another location along Slaughterhouse Road within the Project as agreed by Wood River Land Trust and the City. It is anticipated that such location will be approximately three hundred (300) feet east of the presently identified site.
9. **Streetlighting.** Strahorn shall install three street lights within the Subdivision as which shall conform to an approved streetlighting construction drawing. A fourth streetlight along Slaughterhouse Gulch Road as included on the Planning and Zoning conditions shall not be required.
10. **Gate.** The gate at Sunrise Ranch Road, as recommended by the Planning and Zoning Commission, shall not be installed.
11. **Emergency Service Radio Equipment.** Strahorn shall contribute an amount required to enhance the emergency radio service system in the vicinity and extend radio coverage out Strahorn Gulch up to \$15,000.00.
12. **General Provisions.**
- A. **Property Maintenance.** Strahorn shall be responsible, at its sole expense, for all maintenance of the Property not sold to individual buyers or dedicated to City, including maintaining all landscaping, irrigation systems, parking and drainage systems. Strahorn shall cause the Strahorn Owner's Association to be formed which may assume and perform the maintenance obligations hereunder.

B. Police Powers. Except as otherwise provided, nothing contained herein is intended to limit the police powers of City. Except as provided herein, this Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulations, including, without limitation, applicable building codes, fire codes, City's Zoning Ordinance, City's Subdivision Ordinance, and Planned Unit Development requirements for the Property.

C. Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both parties hereto; provided, however, the following shall not require an application to amend this Agreement but shall otherwise be subject to all other applicable City ordinances.

D. Specific Performance. In addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.

E. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred, whether or not litigation is actually instituted or concluded, on appeal, or in bankruptcy.

F. Relationship of Parties. It is understood that the contractual relationship between City and Strahorn is such that neither party is the agent, partner, or joint venture of the other party.

G. Successor and Assigns; Covenant Running with the Land. This Agreement shall inure to the benefit of City and Strahorn and their respective heirs, successors and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property or any portion thereof, and is binding on both parties to this Agreement as well as their respective heirs, successors and assigns.

H. No Waiver. In the event that City or Strahorn, or its successors or assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Strahorn, or its successors in interest, or City, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.

I. Partial Invalidity. In the event any portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void, or unenforceable provision or part hereof.

J. Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the parties hereto. No representations or covenants made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.

K. No Third-Party Beneficiaries. This Agreement is not intended, nor shall it be deemed or construed, to create or confer any rights upon third parties.

L. Authority. Each of the persons executing this Agreement represents that they have lawful authority and authorization to execute this Agreement, as well as any other documents required hereunder, for and on behalf of the entity executing this Agreement.

M. Default. In the event City or Strahorn, its successors and assigns, fail to faithfully comply with all the terms and conditions included in this Agreement it shall be in breach of this Agreement.

N. Notices. Any and all notices, demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, two (2) days after deposit in the U.S. mail, postage prepaid, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, addressed as follows:

To City:

The City of Bellevue  
c/o Community Development Director  
115 E. Pine Street  
PO Box 825  
Bellevue, ID 83313

208/788-2128 (telephone)

To Strahorn:

Jeff Pfaeffle  
P.O. Box 420  
Ketchum ID 83340  
pfaeffle@cox.net

With a copy to:  
Lawson Laski Clark, PLLC  
Attn: James Laski  
PO Box 3310  
Ketchum, ID 83340

or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

CITY OF BELLEVUE:

By:  \_\_\_\_\_  
Ned Burns, Mayor

Attest:  \_\_\_\_\_  
Marian Edwards, City Clerk



The seal is circular with a dotted border. The text 'CITY OF BELLEVUE' is at the top, 'BLAINE COUNTY IDAHO' is at the bottom, and 'SEAL' is in the center between two stars.

STRAHORN PARTNERS, LLC

 \_\_\_\_\_  
By: Jeffrey Pfaffle, Managing Member

**THIRD AMENDMENT TO  
PLANNED UNIT DEVELOPMENT AGREEMENT**

This Third Amendment to Planned Unit Development Agreement (“**Third Amendment**”) is entered into this 26<sup>th</sup> day of February 2024, by and between the City of Bellevue (“**City**”); Strahorn Partners, LLC, an Oregon limited liability (“**Strahorn**”).

**Recitals.** This agreement is made in contemplation of the following facts and purposes:

- A. City and Strahorn are parties to that certain Planned Unit Development Agreement dated December 19, 2019, and amended by the First Amendment to Planned Unit Development Agreement dated May 26, 2020 and the Second Amendment to the Planned Unit Development Agreement dates January 11, 2021 (collectively the “PUD Agreement”) with respect to the PUD for the first phase of the Strahorn Subdivision; and
- B. Paragraph 4 of the PUD Agreement provides that Strahorn will accelerate the timing of completion of park improvements on Large Block 5 required in Paragraph 3.5 of the Annexation Agreement from Phase Three to “upon the sale of the lot representing the seventy-fifth percent (75<sup>th</sup> %) of all lots approved and platted on Large Block 1 and Large Block 2 of the Strahorn Subdivision Large Block Plat”; and
- C. Infrastructure necessary to access Large Block 5 will not be reasonably completed and platted until Phase Three; and
- D. Other proposed annexations into the City may provide park improvement in the near future that would likely change the makeup of park improvements desired on Large Block 5; and
- E. In light of the foregoing, the City is willing to allow the park improvements to be completed in the timeframe originally contemplated in accordance with Paragraph 3.5 of the Annexation Agreement; and
- F. Whereas the PUD Agreement provides that it may be revised, amended, or canceled in whole or in part by means of a written instrument executed by both parties hereto without the requirement of a new application; and
- G. City and Strahorn now desire to amend the PUD Agreement to allow for the foregoing dedications.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises, covenants contained herein, the parties agree to amend the PUD Agreement as follows:

Paragraph 4 of the PUD Agreement related to **Park Improvements** is hereby deleted in its entirety.

**General Provisions.**

- A. Construction.** This Third Amendment and the PUD Agreement constitute one agreement between the City and Strahorn. In the event of any inconsistency between this Third Amendment and the PUD Agreement, the terms of this Third Amendment shall govern.
- B. Definitions.** All terms used herein defined in the PUD Agreement used in this Third Amendment shall have the meaning set forth in the PUD Agreement.
- C. Ratification.** The PUD Agreement, as amended by this Third Amendment is hereby ratified and affirmed.
- D. Counterparts.** This Third Amendment may be executed in counterparts, all of which together shall constitute an agreement binding on all the Parties hereto, notwithstanding that all such Parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

**CITY OF BELLEVUE:**

Attest:

By: \_\_\_\_\_  
Chris Johnson, Mayor

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

**STRAHORN PARTNERS, LLC**

\_\_\_\_\_  
By: Jeffrey Pfaeffle, Managing Member

STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this \_\_\_\_\_ day of February, 2024, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared Chris Johnson, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this \_\_\_\_\_ day of February 2024, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared Jeffrey Pfaeffle, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_



# Idaho Statutes

Idaho Statutes are updated to the website July 1 following the legislative session.

## TITLE 67

### STATE GOVERNMENT AND STATE AFFAIRS

#### CHAPTER 65

##### LOCAL LAND USE PLANNING

67-6511A. **DEVELOPMENT AGREEMENTS**. Each governing board may, by ordinance adopted or amended in accordance with the notice and hearing provisions provided under section 67-6509, Idaho Code, **require or permit as a condition of rezoning that an owner or developer make a written commitment concerning the use or development of the subject parcel**. The **governing board shall adopt ordinance provisions governing the creation, form, recording, modification, enforcement and termination of conditional commitments**. Such commitments shall be recorded in the office of the county recorder and shall take effect upon the adoption of the amendment to the zoning ordinance. Unless modified or terminated by the governing board after a public hearing, a commitment is binding on the owner of the parcel, each subsequent owner, and each other person acquiring an interest in the parcel. A commitment is binding on the owner of the parcel even if it is unrecorded; however, an unrecorded commitment is binding on a subsequent owner or other person acquiring an interest in the parcel only if that subsequent owner or other person has actual notice of the commitment. **A commitment may be modified only by the permission of the governing board after complying with the notice and hearing provisions** of section 67-6509, Idaho Code. A commitment may be terminated, and the zoning designation upon which the use is based reversed, upon the failure of the requirements in the commitment after a reasonable time as determined by the governing board or upon the failure of the owner; each subsequent owner or each other person acquiring an interest in the parcel to comply with the conditions in the commitment and after complying with the notice and hearing provisions of section 67-6509, Idaho Code. By permitting or requiring commitments by ordinance the governing board does not obligate itself to recommend or adopt the proposed zoning ordinance. A written commitment shall be deemed written consent to rezone upon the failure of conditions imposed by the commitment in accordance with the provisions of this section.

#### History:

[67-6511A, added 1991, ch. 146, sec. 1, p. 346; am. 1999, ch. 396, sec. 9, p. 1107.]

How current is this law?



## City of Bellevue

City of Bellevue  
Regular Common Council Meeting  
March 11, 2024

**Agenda Item 6c: NEW BUSINESS:**

Consideration and Approval of Resolution 2371, A Resolution of the City Of Bellevue, Idaho, Authorizing the Mayor to Approve and Execute Purchases, Pursuant to Idaho Code §67-2803, for the City's Imminent Needs for the City's Water System

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

**Note:** Mr. Garrison indicated that a replacement control valve is required from the springs to the tank to control the pressure in the City's transmission line and to regulate the City's tank levels. The control valve is considered an immediate need. The other items are for regulatory compliance, maintenance, and inventory.

*Suggested Motion:* Move to adopt Resolution 2371, A Resolution of the City Of Bellevue, Idaho, Authorizing the Mayor to Approve and Execute Purchases, Pursuant to Idaho Code §67-2803, for the City's Imminent Needs for the City's Water System

Attachment(s): Resolution 2371  
Exhibit "A," Request for Funding

**CITY OF BELLEVUE, IDAHO  
RESOLUTION NO. 2371**

**A RESOLUTION OF THE CITY OF BELLEVUE, IDAHO,  
AUTHORIZING THE MAYOR TO APPROVE AND EXECUTE PURCHASES,  
PURSUANT TO IDAHO CODE §67-2803, FOR THE CITY’S IMMEDIATE  
NEEDS FOR THE WATER SYSTEM**

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

**WHEREAS**, out of necessity, the City is compelled to procure a control valve to control the pressure in the City’s transmission line and to regulate the City’s tank levels; and,

**WHEREAS**, it is required that the City procure items for water system operations and regulatory compliance; and

**WHEREAS**, the City is in need of water system inventory and maintenance items to operate effectively.

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

**Section 1.** Approve the Mayor, of the City of Bellevue, Idaho, to pursue estimates which would be deemed efficient and cost-effective for the water system as presented at the March 11, 2024, regular Common Council meeting attached hereto as **Exhibit A**.

**Section 2.** The Mayor is authorized to approve and execute purchases for the City’s immediate needs of the water system, such as, a control valve, items for regulatory compliance, inventory, maintenance items, and other items deemed necessary for optimal operation of the water system.

**PASSED and ADOPTED** by the Common Council and signed by the Mayor of the City of Bellevue, Idaho, this 11<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Chris Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Vest Snarr, City Clerk

**Resolution 2371**

**ROLL CALL**

**AYE**

**NAY**

Council Member Carreiro

\_\_\_\_\_

\_\_\_\_\_

Council Member Shay

\_\_\_\_\_

\_\_\_\_\_

Council Member Leahy

\_\_\_\_\_

\_\_\_\_\_

Council President Giordani

\_\_\_\_\_

\_\_\_\_\_

Council Member Mahoney

\_\_\_\_\_

\_\_\_\_\_

Council Member Obenauf

\_\_\_\_\_

\_\_\_\_\_



**EXHIBIT "A"**  
Request for Funding

February 21, 2024

Amount Requested: \$87,441

Requested From: Water Fund

Requested By: Shane Garrison

Purpose of request:

Funds to purchase software for reading meters, on hand emergency supplies and needed preventative maintenance items for the coming year.

Information/Notes:

Item(s)	Reason	#	Unit Cost	Total Cost	Priority
Trash Pump and	Needed for the execution of excavations with water due to	1	\$2,100.00	\$2,100.00	N-1
8" repair bands	Inventory for future emergency repairs	3	\$342.00	\$1,026.00	N-1
6" repair bands	Inventory for future emergency repairs	3	\$276.00	\$828.00	N-1
10" repair band	Inventory for future emergency repairs	3	\$500.00	\$1,500.00	N-1
12" repair band	Inventory for future emergency repairs	2	\$581.00	\$1,162.00	N-1
14" repair band	Inventory for future emergency repairs	1	\$1,625.00	\$1,625.00	N-1
2" vlave box riser	Needed to raise valve boxes for access	15	\$60.00	\$900.00	N-1
4" vlave box riser	Needed to raise valve boxes for access	20	\$80.00	\$1,600.00	N-1
6" vlave box riser	Needed to raise valve boxes for access	10	\$120.00	\$1,200.00	N-1
CL2 Analyzers	Needed for system operations and regulatory compliance	3	\$5,800.00	\$17,400.00	N-1
Valve can lids	Needed for distribution maintenance	20	\$60.00	\$1,200.00	N-1
Neptune Software	Software needed to properly read meters and produce reports from	1	\$5,900.00	\$5,900.00	N-1
Hydrant Reapir	Parts to fix last Fire Hydrant out of service	1	\$1,500.00	\$1,500.00	N-1
12 pressure	Control valve from springs to tank to control pressure in transmission	1	\$42,000.00	\$42,000.00	N-1