



CITY OF BELLEVUE, IDAHO

Common Council

Monday, June 10, 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/85140046980?pwd=gYo9qKpZTdnlv3KlEZrXrKoX6hlYXt.1>

Meeting ID: # **851 4004 6980**

Passcode: # **763420**

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: Bellevue City Hall, Post Office, and the City's website on June 6, 2024.

CALL TO ORDER: Mayor Chris Johnson

ROLL CALL:

1. **NOTICE OF AGENDA COMPLIANCE:** (AS OUTLINED IN IDAHO CODE §74-204) | **ACTION ITEM**
*(Suggested Motion: I move that the notice for the **June 10, 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. **OLD BUSINESS:**
Consideration of Resolution No. 2379, A Resolution of the City Of Bellevue, Idaho, Authorizing the Treasurer to Release \$71,441 from Strahorn Phase 2 Bond Savings (LGIP 4037) to Strahorn Partners, LLC: Shelly Shoemaker, City Treasurer | **ACTION ITEM**
5. **INTRODUCTION:** Jerry Grebenc, Senior Planner, CFM and Courtney Long, CFM, Great West Engineering | City of Bellevue On-Call Planning Services
6. **CONSIDERATION OF FEE WAIVER FOR EXTRA GARBAGE CANS AND TWO (2) PORTA-POTTIES:** Bellevue Memorial Park, Sunday June 23, 2024, for a Community Potluck Celebrating Bellevue's Unique and Diverse History That Helped Shape the Wood River Valley.
7. **CONSENT AGENDA:** **ACTION ITEM**
 - a. Approval of Common Council Meeting Minutes
 - i. March 11, 2024, Regular Council Meeting Minutes
 - b. Approval of Claims: May 29, 2024, through June 10, 2024
 - c. Approval of Finds of Fact, and Conclusion of Law for the Lot-Line Readjustment Application Submitted by Jeff Swanson on behalf of South Tacoma Way, LLC
 - d. Approval of Finds of Fact, and Conclusion of Law for the Lot-Line Readjustment Application Submitted by Eerin Bliss, Bliss Architecture on behalf of KMAM Real Estate IDB EL, LLC
8. **NEW BUSINESS:**
 - a. Consideration of Resolution No. 2380, A Resolution of the Mayor and Common Council of the City of Bellevue, Idaho, Approving and Authorizing the Mayor to Execute the State of Idaho DEQ Loan Offer, Acceptance and Agreement for Drinking Water Facilities Design and Construction; State of Idaho DEQ Loan Offer, Acceptance and Agreement for Lead Service Line Inventory and/or Replacement; DEQ Leading Idaho Funding Offer, Acceptance, and Agreement for Drinking Water Facilities Design and Construction, and the Substantial Form Bond/Lead Line Bond: Chris Johnson, Mayor | **ACTION ITEM**
 - b. Consideration of Resolution No. 2381, A Resolution of the City Council and Mayor of the City of Bellevue, Idaho, Authorizing the City Clerk to Issue a Letter Verifying their Approval of Issuance of not More than Three (3) Resort City Restaurant Liquor Licenses Pursuant to Idaho Code Section 23-

903c, in Accordance with the Qualifications, Proof and Approval as Stated Therein: Chris Johnson, Mayor and Christina Giordani, Council President | **ACTION ITEM**

- c. Consideration of Resolution No. 2382, A Resolution of the Common Council of the City of Bellevue, Idaho, Adopting the City of Bellevue, Financial Controls Policy: Chris Johnson, Mayor | **ACTION ITEM**

9. BUDGET WORKSHOP:

Consideration of Discussion and Direction Regarding the Preliminary Budget for Fiscal Year 2025, Shelly Shoemaker, City Treasurer | **ACTION ITEM**

10. 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, and the City's Website on **June 6, 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, 10 de junio de 2024 | 17:30
115 E. Calle Pino, 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/85140046980?pwd=gYo9qKpZTdnlv3KlEZrXrKoX6hlYXt.1>

ID de reunión: # **851 4004 6980**

Código de acceso: # **763420**

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.

Determinar que el aviso y la agenda de la reunión regular se publicaron de conformidad con el Código de Idaho §74-204 dentro de las cuarenta y ocho (48) horas anteriores a la reunión en: Bellevue City Hall, la oficina de correos y el sitio web de la ciudad el 6 de junio de 2024.

LLAMADA AL ORDEN: Alcalde Chris Johnson

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 10 de junio de 2024 se complete de acuerdo con el Código de Idaho, Sección §74-204).

2. **LLAMADO A CONFLICTO:** (COMO SE DESCRIBE EN EL CÓDIGO DE IDAHO §74-404)
3. **COMENTARIO PÚBLICO:** (PARA TEMAS DE PREOCUPACIÓN QUE NO ESTÁN EN LA AGENDA)
4. **ASUNTOS ANTIGUOS:**
 - a. Consideración de la Resolución No. 2379, una resolución de la ciudad de Bellevue, Idaho, que autoriza al Tesorero a liberar \$71,441 de Strahorn Phase 2 Bond Savings (LGIP 4037) a Strahorn Partners, LLC: Shelly Shoemaker, Tesorera de la ciudad
5. **INTRODUCCIÓN:** Jerry Grebenc, planificador sénior, CFM y Courtney Long, CFM, Great West Engineering | Servicios de planificación de guardia de la ciudad de Bellevue
6. **CONSIDERACIÓN DE EXENCIÓN DE TARIFA PARA BOTES DE BASURA ADICIONALES Y DOS (2) PORTÁTILES:** Bellevue Memorial Park, domingo 23 de junio de 2024, para una comida compartida comunitaria que celebra la historia única y diversa de Bellevue que ayudó a dar forma al valle del río Wood.
7. **AGENDA DE CONSENTIMIENTO:** | **ARTÍCULO DE ACCIÓN**
 - a. Aprobación Aprobación del Acta de la Reunión del Consejo Común
 - i. 11 de marzo de 2024, Acta de la reunión ordinaria del Consejo
 - b. Aprobación de Reclamaciones: 29 de mayo de 2024 al 10 de junio de 2024
 - c. Aprobación de las conclusiones de hecho y conclusión de derecho para la solicitud de reajuste de línea de lote presentada por Jeff Swanson en nombre de South Tacoma Way, LLC
 - d. Aprobación de las conclusiones de hecho y conclusión de derecho para la solicitud de reajuste de la línea de lote presentada por Eerin Bliss, Bliss Architecture en nombre de KMAM Real Estate IDB EL, LLC
8. **NUEVO NEGOCIO:**
 - a. Consideración de la Resolución No. 2380, Resolución del Alcalde y el Consejo Común de la Ciudad de Bellevue, Idaho, que aprueba y autoriza al alcalde a ejecutar la oferta, aceptación y acuerdo de préstamo DEQ del estado de Idaho para el diseño y construcción de instalaciones de agua potable; Oferta, aceptación y acuerdo de préstamo DEQ del estado de Idaho para el inventario y/o reemplazo de la línea de servicio de plomo; Oferta de financiamiento líder de Idaho, aceptación y acuerdo del DEQ para el diseño y la construcción de instalaciones de agua potable, y el bono de forma sustancial/bono de línea principal: Chris Johnson, alcalde | **ARTÍCULO DE ACCIÓN**

- b. Consideración de la Resolución No. 2381, Resolución del Concejo Municipal y Alcalde de la Ciudad de Bellevue, Idaho, que autoriza al Secretario Municipal a emitir una carta verificando su aprobación de la emisión de no más de tres (3) licencias de licores para restaurantes de Resort City de conformidad con a la Sección 23-903c del Código de Idaho, de acuerdo con las calificaciones, pruebas y aprobación que allí se indican: Chris Johnson, alcalde y Christina Giordani, presidenta del consejo | **ARTÍCULO DE ACCIÓN**
- c. Consideración de la Resolución No. 2382, Resolución del Consejo Común de la Ciudad de Bellevue, Idaho, que adopta la Política de Controles Financieros de la Ciudad de Bellevue: Chris Johnson, Alcalde | **ARTÍCULO DE ACCIÓN**

9. TALLER DE PRESUPUESTO:

Consideración de la discusión y dirección respecto del presupuesto preliminar para el año fiscal 2025, Shelly Shoemaker, Tesorera de la Ciudad | **ARTÍCULO DE ACCIÓN**

10. 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 Bellevue Ayuntamiento, oficina de correos y sitio web de la ciudad **6 de junio de 2024**. Los paquetes del consejo están disponibles en línea en <https://www.bellevueidaho.us/> (ubicados en Alcalde y consejo municipal/Agendas y actas del consejo municipal)*

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
June 10, 20024

Agenda Item 4: **OLD BUSINESS:**
Resolution No. 2379, A Resolution of the City Of Bellevue, Idaho,
Authorizing the Treasurer to Release \$71,441 from Strahorn Phase 2
Bond Savings (LGIP 4037) to Strahorn Partners, LLC

Action Item: Shelly Shoemaker, City Treasurer

Note: Phoebe Johannessen, Galena-Benchmark Engineering, email on
Tuesday, May 21, 2024, and indicated the Fencing for Strahorn
Subdivision Phase 2 was completed and the bond could be released.

Suggested Motion: Move to adopt Resolution No. 2379, A Resolution of the City Of
Bellevue, Idaho, Authorizing the Treasurer to Release \$71,441 from
Strahorn Phase 2 Bond Savings (LGIP 4037) to Strahorn Partners,
LLC

Attachment(s): Resolution 2379
Strahorn Subdivision No. 2 Bond Items List Estimate

**CITY OF BELLEVUE, IDAHO
RESOLUTION NO. 2379**

**RESOLUTION OF THE CITY OF BELLEVUE, IDAHO, AUTHORIZING THE TREASURER
TO RELEASE \$71,441 FROM STRAHORN PHASE 2 BOND SAVINGS (LGIP 4037) TO
STRAHORN PARTNERS LLC**

WHEREAS, the City of Bellevue (“City”) is a duly organized municipality corporation of the State of Idaho; and,

WHEREAS, Strahorn Partners, LLC (“Strahorn”), has deposited with the City pursuant to an approved Security Agreement approved pursuant to Resolution 2354, funds to insure actual construction of required improvements in an amount not less than one hundred fifty percent (150%) of the estimated costs; and,

WHEREAS, the Security Agreement provides that partial funds shall be released to Strahorn upon inspection and approval of the City Engineer that improvements have been installed according to applicable ordinances, regulations, plans and specifications; and,

WHEREAS, Strahorn has completed the installation of fencing and has requested release of the portion of funds held for said purpose in the amount of \$71,441; and,

WHEREAS, the City Engineer has approved the release of said street funds in the amount of \$71,441.

NOW THEREFOR, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BELLEVUE, IDAHO, AS FOLLOWS:

The City of Bellevue, Idaho, shall authorize the Treasurer to release \$71,441 from Strahorn LGIP 4037 account to Strahorn Partners LLC.

PASSED AND ADOPTED by the Bellevue Common Council and signed by the Mayor this 10th day of June 2024.

Chris Johnson, Mayor

ATTEST:

Michelle Vest Snarr, City Clerk

ROLL CALL

AYE

NAY

Council Member Carreiro

Council Member Giordani

Council Member Leahy

Council Member Mahoney

Council Member Obenauf

Council Member Shay

STRAHORN No. 2 CONSTRUCTION BOND

10/18/2023

<u>Item</u>	<u>Estimated Cost</u>	<u>4/26/2024</u> <u>Percent</u> <u>complete</u>	<u>4/26/2024</u> <u>Approved</u> <u>Release</u>	<u>5/21/2024</u> <u>Approved</u> <u>Release</u>	<u>Bond</u> <u>Remaining</u>
Streetlights Fence	\$47,627	100%		\$47,627	\$0
Street signs	\$6,905	100%	\$6,905		\$0
Landscaping at Pump House	\$17,348	0%			\$17,348
Subtotal of estimated construction cost remaining	\$71,880		\$6,905	\$47,627	\$17,348
City of Bellevue Bond Amount +50% of estimate	\$35,940		\$3,453	\$23,814	\$8,674
TOTAL AMOUNT OF BOND	\$107,820	Release	\$10,358	\$71,441	\$26,022

*Hydroseeding was removed as it was completed before the bond was issued.



City of Bellevue

City of Bellevue
Regular Common Council Meeting
June 10, 2024

Agenda Item 6: FEE WAIVER FOR EXTRA GARBAGE CANS AND TWO (2) PORTA-POTTIES

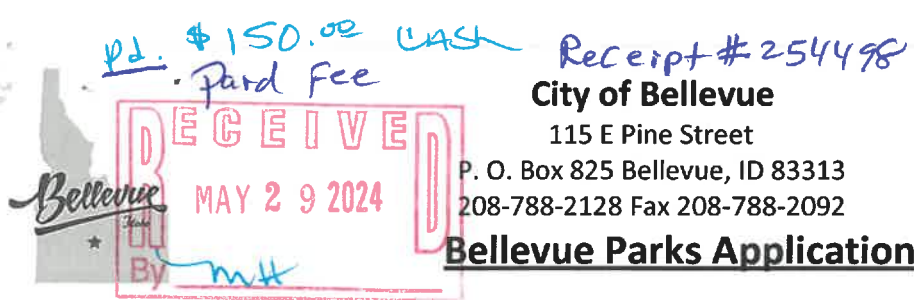
Action Item: Parks | Clerk's Office

Note: Jessica Mayne is Requesting a Fee Waiver of extra garbage cans and Porta-Potties located at the Memorial Park of \$242.98 for Sunday, May 23, 2024, for a **Community Potluck** Celebrating Bellevue's Unique and Diverse History that Helped Shape the Wood River Valley

Suggested Motion: **There are multiple options for a motion.**

1. Move to Approve the fee waiver of \$242.98 for Jessica Mayne to Waive the Extra Garbage Cans and Porta-Potties Fees in association with her Park Application for Memorial Park
2. Move to Approve a reduction of fees in the amount of \$XX.XX for Jessica Mayne to Waive the Extra Garbage Cans and Porta-Potties Fees in association with her Park Application for Memorial Park
3. Move to deny the fee waiver of \$242.98 for Jessica Mayne to Waive the Extra Garbage Cans and Porta-Potties Fees in association with her Park Application for Memorial Park

Attachment(s): Park Application



Memorial Park ☒
O'Donnell Park ☐
Howard Preserve ☐

Now Fees
2 Porta Potties
2 x \$121.49 = 242.98
+
garbage cans \$14 each
Waiver of \$242.98
for extra garbage cans
and porta-potties

APPLICANT INFORMATION

Name: Jessica Mayne
Phone #: 978 394 4395 Fax #: Cell #: **Waiver of \$242.98 for extra garbage cans and porta-potties**
Physical Address: 413 S 7th St Bellevue ID 83313
Mailing address:
Email Address: jessica.mayne@gmail.com
Date(s) of use: 6/23/2024 Times(s) of use: 4-8pm 120 ppl
Park to be used: ☒ Memorial ☐ O'Donnell ☐ Howard Preserve
Type of Event: Community potluck w/ live music
Catered Event: ☐ YES ☒ NO (must have both catering & alcohol permit to cater/food)
Beer or Wine served (must have alcohol permit): ☐ YES ☒ NO
Food service: ☐ YES ☒ NO (Department of Health & Welfare approval- Please attach the report to this application)

ORGANIZATION INFORMATION

Name:
Phone #: Fax #: Cell #:
Mailing Address:
Email Address:

Estimated Number of people:

Consent:

- Park and associated fees shall be submitted with this application and are non-refundable.
- A credit card will be required at time of reservation; a damage deposit fee of \$80.00 may be applied if necessary.
- The applicant shall be reliable for any, and all damages to the city property during their reservation.
- The application and fees must be submitted at least 30 days prior to the reservation date.
- Additional Fees will be applied as needed for additional staff labor requirements at \$45/hr.
- For weekend and evening events, arrangements for keys will need to be made between 8am-5pm, Monday- Friday at Bellevue City Hall.
- All parking shall comply with the parks, parking rules and restrictions. Violators will be fined.
- Event insurance shall be provided by the sponsor and attached with this application, unless waived by the Council; List City of Bellevue as "additional insured".
- The park reservation permit gives your organization exclusive use of the proposed areas for your designated times ONLY. However, it does not exclude park users from public areas (i.e. open space, restrooms, tot play area). Reservations are made strictly on a first come-first serve basis. We strongly discourage the use of glass containers at all city parks. Camping IS NOT ALLOWED. Dogs are not allowed to run at large. Please pick up after your pets.
- For events with more than 100+ people, Clear Creek recommends additional porta potties: for 100+ 2=\$50/ for 250+ x3=\$75/ for 500+ x4=\$100
- For events with 100+/ (2) Disposable garbage cans will be added \$14.00 Fee
- All parks close at 10 P.m.
- Please leave all areas as you found them for others to enjoy.
- Per City code, Title 4; 4-2-2; "plainly audible noise upon a public right-of-way or street at a distance of fifty feet (50') or more from the source of such sound is prohibited unless approved prior to the event. (music events)
- City of Bellevue may give precedence to the Bellevue area events. (Labor Day etc.)

PARK INFORMATION

Memorial Park: *Non-Profit Organization (driver's license required)*

☐ Covered Area ☒ Green space/ Stage

Covered Area:

½ day rate (4 hours) = \$45.00/ Full day rate (8 hours) = \$90.00

Green space/ Stage:

100 or less people: ½ day rate (4 hours) = \$65.00 / full day (8 hours) = \$150.00

100 or more people: ½ day rate (4 hours) = \$150.00 / full day (8 hours) = \$300.00

O'Donnell Park: *(Per Resolution #2145) Non-Profit Organization (driver's license required)*

☐ Soccer fields ☐ Baseball field ☐ Snack shack

Snack Shack only: \$10/hr.

Softball:

Monthly fees= \$260

Season fee (3 months)= \$780.00

Refundable deposit= \$200.00

Soccer:

Monthly fees= \$260

Season fee (3 months) = \$780

Refundable deposit= \$200.00

Howard Preserve: *Non-Profit Organization (driver's license required)*

- Limited to two (2) events per year
- Applicants shall notify Irrigation Districts including WRVID #45 and the Triangle District- 208-695-6828.
- Preserve shall be returned to its original condition prior to the event within 48 hours following the event.
- Restricted areas shall not be used for any event.
- The Elm Street gate shall remain closed except for city and emergency use.
- Notice of the event shall be provided to the "Friends of the Howard Preserve" no less than 60 days prior to the event.
- Prior approval from the City Council is required.
- Event reservations shall include plans for parking, traffic control, additional restrooms and trash receptors, emergency access, power sources and temporary lighting.

100 or less people: ½ day rate (4 hours) = \$45.00 / full day (8 hours) = \$90.00

100 or more people: ½ day rate (4 hours) = \$130.00 / full day (8 hours) = \$260.00

Triangle Irrigation District- Head gate Policy:

District Head gates on the Big Wood River are on Bellevue City property. Irrigation districts have explicit easements wherever their work on canals exist. Irrigation district works & canals are inherently dangerous structures and locations. The district only recognizes trained personal or subcontractors as having the legal right and authorization to be in, on or around the works and canals. No trespassing or swimming. Signs are posted and the head gate area is chained off.

This form with payment must be submitted within 30 days of reservation date. Requests for waiver fees shall be submitted to the Bellevue City Council no more than 30 days after the event. Requests for amplified sound/ concerts shall require the applicant to post the park 7 days prior to the event and get prior approval.

- A copy of non-profit with documentation
- Driver's license may be required
- Your event is a "Special Event" if it meets either of the following criteria: 1) it will require a street closure within any zoning district, or 2) it is anticipated to attract 200 or more people at any one time within any zoning district. Special Event application procedures and additional fees apply- See City Code Title 4 §4-2-4.
- If your event needs electrical support, please describe your needs and attach it to the application.
- All parks use-age shall be subject to field conditions.

- In the case of more than one application for the same time period, the City of Bellevue will permit the first COMPLETE application filed.

PARK FEES:Total Park Fee: \$ 150 . 00

Clear Creek 100+: \$ _____

Disposable Garbage Cans 100+ (x2)\$ _____

Total Owed: \$ 150 . 00**Credit Card will be held on file for \$80.00 damage deposit that may be charged if necessary.**Total Paid \$230*

Applicant Signature: _____

Date: 05/29/24**City Use Only:**Date reservation/payment received: 6/23/24
5/29/24Staff Initial: mp**Department approval:**P/W: Approved ☒Date 5/29/24Fire: Approved ☒Date 5/29/24Marshal: Approved ☐Date 5/29/24

CRB1183

CITY OF BELLEVUE
P.O. BOX 825
BELLEVUE, ID 83313

CASH RECEIPT

Date 5/29/24 254498

Received From Jessica Morgan

Address 413 S. 7th St.

For Memorial Park Reservation Dollars \$ 150.00

June 23rd 4-8 p.m.

ACCOUNT			HOW PAID		
AMT. OF ACCOUNT			CASH	<input checked="" type="checkbox"/>	
AMT. PAID			CHECK	<input type="checkbox"/>	
BALANCE DUE			MONEY ORDER <input type="checkbox"/>		
			CREDIT CARD <input type="checkbox"/>		

By MH

CRB1183

CITY OF BELLEVUE
P.O. BOX 825
BELLEVUE, ID 83313

CASH RECEIPT

Date 5/29/24 254498

Received From Jessica Morgan

Address 413 S. 7th St.

For Memorial Park Reservation Dollars \$ 150.00

June 23rd 4-8 p.m.

ACCOUNT			HOW PAID		
AMT. OF ACCOUNT			CASH	<input checked="" type="checkbox"/>	
AMT. PAID			CHECK	<input type="checkbox"/>	
BALANCE DUE			MONEY ORDER <input type="checkbox"/>		
			CREDIT CARD <input type="checkbox"/>		

By MH

CITY OF BELLEVUE
P.O. BOX 325
BELLEVUE, ID 83313

CRB 118-3

CASH
RECEIPT

Date 5/30/24 254500

Received From Jesson Wayne

Address 413 S. 7th St

Dollars \$ 80.00

For Memorial Park Reservation
Deposit June 23rd

ACCOUNT			HOW PAID		
AMT. OF ACCOUNT			CASH	<input checked="" type="checkbox"/>	
AMT. PAID			CHECK	<input type="checkbox"/>	
BALANCE DUE			MONEY ORDER <input type="checkbox"/>		
			CREDIT CARD <input type="checkbox"/>		

By MH



City of Bellevue

City of Bellevue
Regular Common Council Meeting
June 10, 2024

Agenda Item 7a: Approval of Common Council Meeting Minutes
March 11, 2024, Regular Meeting Minutes

Action Item: Clerk's Office, Michelle Snarr

Note:

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

Attachment(s): Draft - March 11, 2024, Common Council Regular Meeting Minutes



The Common Council of the City of Bellevue, Idaho, met in a Regular Meeting, on Monday, March 11, 2024, at 5:30 p.m. in the Council Chambers of the City of Bellevue Offices, located at 115 E. Pine Street, Bellevue, ID 83313.

Call to Order: Mayor Johnson called the Regular Meeting to order at 5:31 p.m.

Roll Call:

Present

Chris Johnson, Mayor
Christina Giordani, Council President
Robin Leahy, Council Member
John Carreiro, Council Member
Jessica Obenauf, Council Member
Diane Shay, Council Member
Shaun Mahoney, Council Member – *via Zoom*

Roll Call was conducted; all Members were present. Council Member Mahoney attended the meeting *via Zoom*.

Staff Present:

Rick Allington, City Legal Representative
Greg Beaver, Fire Chief
Kirt Gaston, Marshall
Casey McGehee, Streets
Shelly Shoemaker, City Treasurer – *via Zoom*
Bryson Ellsworth, Contractor Wastewater - *via Zoom*
Shane Garrison, Contractor Water - *via Zoom*
Michelle Snarr, City Clerk

Others in Attendance: Jeff Pfaeffle, Suzanne Wrede, Andrew Kimmel, Great West Engineering – *via Zoom*, Jordan Cairns - *via Zoom*, Tony Evans - *via Zoom*,

1. Notice of Agenda Compliance:

The posting of this regular meeting agenda, as amended, complied with Idaho Code §74-204. The regular amended meeting agenda was posted within forty-eight (48) hours prior to the meeting at the Bellevue City Hall, Post Office, and on the city website on *February 22, 2024*.

Motion: President Giordani moved the notice agenda was in compliance with Idaho Code §74-204. Council Member Carreiro seconded the motion. The motion passed unanimously.

2. Call for Conflict as Outline in Idaho Code §74-404:

Mayor Johnson called for conflict from any Council Member or staff Member with any agenda item. No conflict was noted.

3. Public Comment: (for Items of Concern Not on the Agenda):

Mayor Johnson opened the meeting for public comment at 5:33 p.m. There was no public comment from individuals on Zoom or in attendance at the meeting.

Mayor Johnson said the snow melting the water runoff would not soak into the ground because the yards are saturated, He asked everyone to be mindful of any issues and contact the city. He added that the city does have some sandbags available right now, and if it gets to the point where they see some flooding coming in, they will get more sandbags ordered.

Public Comment closed at 5:35 p.m.

4. **Consent Agenda:**

- 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

Discussion followed regarding the consent agenda. Council Member Leahy asked for an update regarding the contaminated recycling provided by the city. Council Member Obenauf indicated that she sent Mayor Johnson and President Giordani a PDF. It was inquired if the city should remove the recycling waste bin. President Giordani said she saw it as an attachment to the water billing and it was on the city's social media. Mayor Johnson stated he did not think it was an education problem, and the information is posted on the waste bins.

Chief Beaver informed the Council the Rapid Intervention Team Kits (RIT) were budgeted in the current fiscal year; however, unexpected funds were utilized to repair the fire truck. He went on to say he would like to purchase the two (2) RITs this year and forgo the replacement of air tanks. He indicated that the fire department could reuse the old air tanks. The air tanks were replaced a few years ago, and they are still in code for another five (5) years.

Motion: Council Member Shay moved to approve the consent agenda. President Giordani seconded the motion. Council Members voting aye: Members Giordani, Carreiro, Leahy, Shay, Mahoney, and Obenauf. Members voting nay: None. The motion passed unanimously.

5. **Presentation:**

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

Mr. Cairns, CivicPlus, informed the Council that Michelle Snarr, City Clerk, contacted CivicPlus to determine what CivicPlus could provide to the city and a proposal of costs for a new website. He presented the Council with a [proposal](#) and an [overview](#) of what CivicPlus provides.

President Giordani inquired if there was integration with email communications and for the ability to send newsletter, for residents to sign up for notifications from the city. Mr. Cairns indicated it did. In addition, the city's website could link to social media accounts. It was thought that would be able to help solve the community transparency problems.

Mr. Cairns informed the Council that CivicPlus also has a training sources link, in addition, to the onboarding training.

Discussion followed regarding the current website information being integrated over to a new site. Mr. Cairns informed the Council that CivicPlus would integrate five (5) years of data. Council Member Obenauf indicated the hosting seemed a little high. She inquired if it were for all the data they would store. Mr. Cairns explained there was no limit to data management, users, or pages.

Ms. Shoemaker stated that the Council approved a new website update, prior to April 2023. She noted she could not remember the exact amount; however, she thought it was appropriately \$5,000. Mayor Johnson indicated he thought the proposed website would be well worth it. Council Member Shay expressed concern about the site, and she wanted to make sure the city had the funds to do it.

Mayor Johnson questioned Ms. Shoemaker regarding how she felt about the proposed website. She said for what it is and what it would do for the city, she thought the city should move forward with it. She informed the Council she would double-check the fund on Tuesday.

Motion: President Giordani moved to proceed with CivicPlus for a new municipal website, add the 10-percent discount, and add the texting option as presented in the proposal. Council Member Shay seconded the motion. Council Members voting aye: Members Leahy, Obenauf, Shay, Mahoney, Giordani, and Carreiro. Members voting nay: None. The motion passed unanimously.

6. **New Business:**

a. **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**

Mayor Johnson said that they know the city is short staffed right now in Community Development/Planning, and the city has been working with a local firm; however, there is a potential conflict with the firm. He went on to say the city published a Request for Qualifications (RFQ) for On-Call Planning Services in December 2023, and Great West Engineering applied and put together a great presentation. Mayor Johnson introduced Mr. Kimmel, P.E., Great West Engineering.

Mr. Kimmel explained that Great West provides a wide span of services, and they would be available to help the city with planning needs moving forward. He said the contract is for two (2) years. The contract was set up for two (2) because it aligns with the RFQ. He added that the city could extend the contract or if the city is unhappy, at any time, it could terminate the services. Mr. Kimmel explained services provided are task driven. For any new planning item, Great West would prepare a schedule and a budget. Each task item would be, "\$X.00 amount not to exceed \$X.00 amount," at an hourly rate. The rates would range depending on what the city needed. For example, a Senior Planner is \$150/per hour. It was inquired what the other rates were; Mr. Kimmel stated he would provide the hourly bill rates.

Mr. Kimmel stated their assumption is they will be just helping with day-to-day items, such as the review applications and giving guidance; in addition, they would be able to sign off and fulfill code requirements. Council Member Shay said it sounded like Great West Engineering is a one-stop shop. She went on to say she had a good conversation with Mr. Kimmel; she is very comfortable with this type of proposal.

It was stated the city needed to fill the open Community Development Director position. The city has issues when they are working with new firms. It was noted that given the current wages and housing costs, the on-call planning service would get the city through and meet its needs.

Motion: President Giordani moved to approve 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. Council Member Carrerio seconded the motion. Council Members voting aye: Members Shay, Mahoney, Obenauf, Leahy, Carreiro, and Giordani. Members voting nay: None. The motion passed unanimously.

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

Mr. Jeff Pfaffle addressed the Council. He noted he was present at the meeting for one reason, and if the proposal is not at the Council's level, please let him know; he would like to be efficient.

Mr. Pfaffle recapped Strahorn Phases 1 and 2. He noted the agreement indicated that after a certain amount of lots were sold, in Phase 1, they would start discussing the park which is located in the third phase. He went on to say, they do not have a plat for Phase 3, and the park was planned for the third phase anyway.

Mr. Pfaffle said he would like to modify one condition in the "original" Strahorn Planned Unit Development Agreement (dated December 19, 2019), Item 4. Park Improvements. He explained they cannot start the process of a park at this time. If they are working on excavation, it would be impossible to construct a park. He thought the park was something they could move down to Phase 3 or Phase 4.

Council Member Shay clarified that Mr. Pfaffle was not asking for relief from the park; It is just a timing matter? Mr. Pfaffle indicated that was correct. He pointed out the city's needs may be different. Will the city need ballfields or soccer fields? He stated that they know there is a need for those uses in the valley. He continued, what they need to do, is to recognize they cannot construct the park without the infrastructure or Plat 3. Mayor Johnson said it would be an open park of some kind; it could be anything in five (5) years.

It was suggested allowing Mr. Pfaffle and his team to get to a point where they can construct the park. Mr. Pfaffle reiterated the park was not being removed from the table. They just need to make sure it is the first thing at the right time.

Mr. Pfaffle noted he spoke with other developers, and no one has plans to annex property as of yet. He pointed out that realistically, the city would not see any single family home for another four (4) to five (5) summers or longer. He felt it was appropriate to keep moving forward with the single-family residential lots

Mr. Pfaffle said he needed to resolve the park before he could figure out the other phases. In addition, he needed to start planning for the 61 acres, and have a few discussions with the Council to determine what direction he needed to go. He added he would like to move forward with the next phase by the following summer.

Mr. Pfaffle informed the Council the other item he wanted to discuss was the bond funds that are being held, and how they get released. He questioned if he needed to come before the Council to have the funds released. Mr. Allington stated the item would have to be brought back to the Council to be released.

Mr. Pfaffle indicated that a portion of the bond included two (2) streetlights that they had not ordered. His prior recollection was that originally there were not any streetlights in the short sections. They had the main streetlight that is the cross section of the Slaughterhouse Road and Sunrise. He recalled that in the first phase, a streetlight would only be installed at the "Old Dirt Slaughterhouse Road," and the determination was the city did not want a lot of streetlights, to conform with the Dark Skies Ordinance.

Mr. Pfaffle questioned if the Council wanted the two (2) streetlights, and would the lights be necessary and do anything significant? Mayor Johnson pointed out that the streetlight located at Cowcatcher Loop and Sunrise is bright, and he does not know how it meets with the Dark Sky Ordinance. He pointed out it is high traffic at the intersection, and he believes if it is an intersection, where it provides safety, they are warranted. Council Member Shay indicated that she would like Mr. Pfaffle to confirm with the engineering firm if they are comfortable with the city having less or more lighting. Mayor Johnson indicated if the engineer says there is an issue, and they recommend there are any issues, the city will require them. The city does not disagree with the engineer. If it is just to have a few light out there, they do not need the additional light. Mr. Pfaffle indicated that they are willing to do whatever the city truly wants. He concurred there needed to be streetlighting at two intersections crossing but not at a single entry point.

Council Member Obenauf inquired why the city would allow Mr. Pfaffle to do this now (to remove two (2) streetlights). The city has never done it in the past. She went on to say she did not feel safe with her children walking through the area because there were not any streetlights. Mr. Pfaffle pointed out in those particular locations, there is not a crossing across the main road.

Mayor Johnson said an example of the lighting is in Chantrell Subdivision. Council Member Shay stated, when the subdivision was developed, there was a requirement for a certain number of streetlights. She said no one wanted them; there was an outcry. Council Member Leahy noted the homeowner's association requires everyone to have their own light post. Council Member Shay indicated that worked out fine and maybe that is something that could be discussed as a part of Mr. Pfaffle's development.

Mr. Pfaffle said they would do what the city wanted. He added, originally, when it was set up, they decided to remove the streetlights from the short sections. They only took acceptance of two (2) streetlights instead of four (4).

Mayor Johnson requested, as a part of the bond, for Mr. Pfaffle to get a checklist from the engineer that indicates he has meet requirements "a through c." Have the engineer do a risk assessment of the two streetlights to see if they are safety lights, and then the Council could review item two (2) on the next Council meeting.

Mayor Johnson suggested returning item i. for the consideration to delay the park requirement until whatever phase you want to pursue it.

Council Member Shay said if that were the case, she would strongly suggest that Mr. Pfaffle put together a development agreement ratifying those items, so it protects the city and Mr. Pfaffle.

Mr. Pfaffle referred to number 5 and said he was willing to go over all the annexation agreements and have everyone understand what responsibilities are for the city and the developer. He informed the city he was okay with modifying the agreement; however, what he really wants is for everyone to understand what they are dealing with in regard to the agreement instead of having situations with assumptions and people saying something that is totally not true. He stated it takes weeks, months and years to rebuild what was fact and what was not fiction

He said to Council Member Shay's point, it is something he is happy to do. He went on to say he thinks that it really speaks to the city figuring out what they want to do with the 61 acres because it impacts what he can do or not do for the city in terms of infrastructure. He noted it could be a workshop or anything the city wanted to do, but it does need to be done now.

Mayor Johnson indicated for exhibit 1, Mr. Pfaffle is requesting to move the park back to the original agreement, so it is considered in Phase 3 instead of Phase 2. As for the rest of it, he asked Mr. Pfaffle to provide some additional information so they can review the information and determine if it meets safety, and it meets what the city wants. Then it gives Mr. Pfaffle an opportunity to get the bond taken care of, and they can move forward with during the next meeting.

Motion: Council Member Shay moved to approve the third amendment to the annexation agreement between the City of Bellevue and Strahorn Partners, LLC, with the understanding that the developer will provide the city with a development agreement to execute in the future.

Discussion followed the motion. Mr. Pfaffle inquired what was the point of the development agreement. Mr. Allington said he thought it was the same as the annexation agreement. If you get rid of the park that is already in Phase 2, seventy-five percent (75%) of it goes back to the Annexation Agreement.

President Giordani said she was looking for the two (2) documents that Mr. Allington was referring to. She referred to Section 3.5, and questioned if that was an amendment to the original annexation agreement. And if

Section 3.5 was not a change to it, Mr. Pfaffle is asking to go back to the original annexation agreement and disregard 3.5.

Mr. Allington indicates no. There is a Planned Unit Development Agreement (PUD agreement) indicating that if Mr. Pfaffle sales seventy-five percent (75%) of the lots after beginning Phase 2, he is required to commence construction of the park. It has nothing to do with the annexation agreement.

Council Member Shay inquired if this would just be something that would be reflected in the minutes and not an additional agreement. Mr. Allington stated they do not need one; it is in the annexation agreement; it is part of the phasing. Council Member Shay stated she just wanted to make sure it was ratified somehow, and that the Council did have this discussion about either way to go with it. She thought it was something important for the Council to see in the minutes. Mr. Pfaffle indicated all the Council was doing was modifying the PUD Agreement.

Council Member Shay withdrew her motion. Mr. Allington assisted the Council with a suggested motion.

Motin: Council Member Shay so moved to amend the Strahorn Planned Unit Development Agreement (PUD Agreement) and approve the Third Amendment to the PUD Agreement, so it does not contain the provision for the park requirement tied to the percentage of lots sold. President Giordani seconded the motion. Members voting aye: Member Leahy, Obenauf, Shay, Mahoney, Giordani, and Carrerio. Members voting nay: none. The motion passed unanimously.

c. Consideration and Approval of 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 Imminent Needs for the City's Water System

Mayor Johnson introduced Resolution No. 2371 for the approval of purchases for the city's water system. Mayor Johnson explained the items are items the city must have on-hand so leaks can be fixed or if things were to break; these are for emergency repairs.

Mr. Bryson Ellsworth and Shane Garrison were present *via Zoom*. Mr. Garrison informed the Council that the most expensive item on the list is the valve to the tank that went out on the system. He went on to say the original valve is from the 1980's when the last upgrade was done on the system, and the city needs it right now. Mr. Garrison explained the other items are not items that he will go out and buy right now. He is going to work with Ms. Shoemaker to work on some of the other items to determine when the water fund has the funds.

Mr. Garrison stated his goal is the replacement of the tank value, which is an immediate need. He went on to explain he would like to purchase the items as the water fund can absorb them. He stated he was requesting a budget to build up an inventory in order to have parts on hand when there is an issue and not have to rely on the supply chain, or whatever a contractor wants to charge for what is his truck. Mr. Garrison indicated he was still negotiating prices; the budget prices are the worst case scenarios.

President Giordani clarified it is the control valve from spring to the tank to control the pressure and transmission, and asked if he could explain that further. Mayor Johnson indicated it is a 12-inch value that has ruptured, and they cannot really get the parts to repair it. The valve needs to be replaced. He explained Mr. Garrison and his crew were able to follow the back sleeve and connect down the line to the transmission line, and they are able to manually throttle the distribution control valve. They can close it to the extent to get enough back pressure to get enough water back to Edaho Ranch. The way it was running, it was open flow, and we want it back in spring Creek. It gives Edaho Ranch the ability to access their water, and it keeps the tank with the ability to flow. However, once they city gets to "sprinkler time, and to have full control of balancing our water inside the tank the city needs to have the control valve. It is the city primary control; it is the main value that brings the water into the city from the spring.

Mr. Garrison informed the Council that right now the operation of the valve is just open or closed and is based on the tank level. He went on to say given the city's master facility plan, which he worked with Mountain Waterworks, they developed a plan of better operation to ensure the city was best using its water right. A new control structure for the existing valve/replacement is already in the city's master facility plan, and it is approved by the Department of Environment Quality (DEQ). He added that the failure moved up the city's timeline a bit, but the valve will have some updates, which is one of the reasons they are looking at replacement versus trying to fix the 40-year valve. The new valve, moving forward they will have pressure holding. It is no longer open or closed, it will maintain a certain pressure on the main line. Idaho Ranch and other users will have access to their water regardless of whether the city is accepting water or not, which is an ongoing issue.

He noted it is a large ticket item to update the valve, and they might be able to reduce the cost; however, they are going to spend a little extra, approximately \$3,000 to \$4,000 in order to maintain some of the regulatory items, such as, the requirement of maintaining the minimum pressures within their systems. Mr. Garrison reiterated that the city really needs to update the valve so they can start keeping the proper pressures.

Ms. Shoemaker stated, in terms of having money available for this, the city would be dipping into the LGIP funds for any of the proposed items at this point in time. Council Member Shay inquired how critical this is. She added that she understands it is critical for the city to have water, but what does it look like on paper? Ms. Shoemaker indicated she did not have the numbers right in front of her; however, the water fund does not have as much as the sewer fund in terms of investments. She acknowledged it is a large amount of money, but if it needs to be done, it needs to be done,

President Giordani said she understood why Mr. Garrison brought the whole total, and he would like the Council to approve it. However, it does not show at what time Mr. Garrison and Ms. Shoemaker are pulling the funds.

Mayor Johnson addressed Mr. Kimmel and said there was one thing he was thinking about for potential funding. He inquired if Mr. Kimmel thought the city could apply for an *RDA Emergency Community Water Assistance (ECWAG) grant* for the valve. Mr. Kimmel explained the city could if it is tied to the water source itself and a natural disaster. However, if the valve was just wore out, and they cannot tie it to a natural event, the city would not be able to get an ECWAG grant.

Discussion followed regarding the requested software. Council Member Leahy stated she thought the city already dealt with the software. Mayor Johnson indicated the proposed software is the Neptune software for meter reading, which would allow the city to take electronic reads instead of manually having to pull up the meters. It would save the city on manpower. Council Member Leahy indicated that she really thought they had done this. President Giordani said she thought the city got new meters. Mayor Johnson clarified the software would tie to Caselle, which would be the billing software. The Neptune software reads the meters and it is the software that gathers the reads to be converted into Caselle .

Mr. Garrison explained the item came before that Council at one time. Caselle is the billing software, and the meter software gathers the data to be converted into the billing data in Caselle . He went on to say, the actual brand of the meter is Neptune, and this is the software it requires. He explained, as of now, the city has to manually read the meters or read one meter at a time. This is the software that was brought to the city five years ago, but it was never purchased.

The Neptune software, tracks the meter numbers, allows the meter to be read without manual readings, and exports the meter readings into Caselle . Mr. Garrison explained that a part of the cost is not just the software; the cost also includes the ability of it to work with the billing software. Right now, someone goes out and manually reads the meters, and someone has to manually enter the data. He explained he could export all the city's meter readings into Excel and that would save a lot of time on data entries.

He stated the city needs to get Caselle up and running so they can get the training to work with the software and export the meter reports. He noted as far as he was aware, the city addressed Caselle, but they have not discussed the Neptune software. He added the city owns the radios to read the meters; however, the city has never set up an account.

Mr. Garrison expressed his concern. He said the big deal for him is the reports that report the city meter problems. He noted the city will have some onboarding costs, and the company will set up the software the way the city wants it. He added the proposed cost includes them coming back and revising the set up after the city has Caselle running. He informed the Council that after the company receives payment, the city would be reading meters in approximately two weeks.

Mr. Garrison explained the Neptune software would be set up on a city computer. He added he is familiar with the software; however, he is not going to own any of it. There will be a city laptop, and it will be read by the city server.

It was questioned when the city would start reading the meters. Mayor Johnson explained they would start reading the meters in the winter; after the initial read, they will let water users know what their water bill looks like. He stated that people will get a better idea of their usage, and it will identify leaks. He added that fairness is a theme of water usage not what is equal, and the city will bill people for what they are using.

Mr. Garrison informed the Council that Neptune has been pushing the city toward the software for a while. However, he reiterated the city needs Caselle. He added that the city needs to start even if the city does not have any reads, we have the inventories. The one thing the city has, we should be able to address. Meter and meter no meter reads. He pointed out the city gets a lot of no reads, but the city has a large number of meters. He said the city would be looking at two to three weeks to get Neptune software.

Council Member Obenauf indicated that she and Ms. Shoemaker had a conversation a bit ago, and Ms. Shoemaker was going to look into Cassell. Ms. Shoemaker said she is ready to reach out to Caselle and find out when the city will be able to move forward. She added that she hoped they do not say it has been so long, and the city needs to start over.

Mayor Johnson asked what the Council wanted to do. President Giordani expressed frustration. She noted it was done, and it was not purchased or activated; now there is inflation. She went on to say, they are continuing to move the city in a positive direction together. Council Member Sha said the city signed a contract with Cassell, and everyone else uses Cassell. She thought there was something else that could be better.

Ms. Shoemaker indicated that the city paid Caselle \$28,000; they should probably move forward with them. Council Member Shay stated they already had Cassell training in the building. Mayor Johnson noted that the largest cost is to send staff to Salt Lake City, or the City could pay to bring the trainer to the city. Ms. Shoemaker stated she would figure out what all the options were and get a timeline.

President Giordani indicated that she did not have any questions regarding the value of the software. The items are compliance items, and Mr. Garrison did a great job explaining the item.

Council Member Obenauf suggested they hold off on the inventory for repairs. Mr. Garrison reminded the Council that the city needs the control valve first. He noted that he could see what the price difference would be if he purchased five items at once. He pointed out that the last time the city had a main street break, they had to go to the City of Ketchum and borrow parts and reimburse them. He stated if they had parts on the shelf, it would reduce response time and cost.

Mayor Johnson asked the Council to look at the item as they would if it budgeted. Mr. Garrison and Ellsworth should not have to come back and ask for what has been budgeted. Mr. Garrison is providing the Council with the requested items, so he does not have to come back to the Council week after week.

Motion: Council Member Shay moved to adopt 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 Imminent Needs for the City's Water System. President Giordani seconded the motion. Council Members voting aye: Members Giordani, Shay, Carreiro, Mahoney, Leahy and Obenauf. Members voting nay: None. The motion passed unanimously.

Mayor Johnson stated he wanted to come up with a plan with where they want to be on "X" date, and that would be coming out as they are dealing with the bond and execution. He told Mr. Garrison that the will pay for the new software in a month. He asked Mr. Garrison to prepare the Excel spreadsheet with the meter reading and evaluate the city's own leaks.

Mayor Johnson stated he wanted to be using metered rates. He noted that there are a lot of people that have gone to xeriscape. In addition, he would like to encourage people, if they want to grow a garden, to be aware of the water usage they need. I believed that education was vital.

Mayor Johnson pointed out that leaks can be a significant water loss, and people need to fix their leaking items. He stated there are cost effective measure to start selling and advocating. The people that use more water will have to pay more, and the water will probably be on a tiered rate. Mr. Garrison said it was hard to set rates if they do not know where the water is going. He added there is more available funding if the city can show where the water is going.

10. **Adjournment:**

With no further business coming before the Common Council at this time, President Giordani moved to adjourn the meeting at 7:31 p.m. Member Carrerio seconded the motion. The motion passed unanimously.

Chris Johnson, Mayor

Michelle K. Vest Snarr, City Clerk



City of Bellevue

City of Bellevue
Regular Common Council Meeting
June 10, 2024

Agenda Item 7b: Approval of Claims
May 29, 2024, through June 10, 2024

Action Item: Treasurer's Office: Shelly Shoemaker

Note: N/A

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

Attachment(s): Claims Payable by **Account** – May 29, 2024, through June 10, 2024
Claims Payable by **Class** – May 29, 2024, through June 10, 2024

City of Bellevue CLAIMS PAYABLE

June 10, 2024

Date	Num	Name	Memo	Account	Class	Amount
Admin						
06/10/2024	052224	DL Evans - Mayor	MSFT	51062 · Computers/Software/Subscrip	01 - Admin	148.50
06/10/2024	052224	DL Evans - Mayor	MSFT	51062 · Computers/Software/Subscrip	01 - Admin	148.00
06/10/2024	052224	DL Evans - Mayor	Intuit T-Sheets	51062 · Computers/Software/Subscrip	01 - Admin	196.00
06/10/2024	052224	DL Evans - Mayor	Zoom	51062 · Computers/ Software/Subscrip	01 - Admin	40.00
06/10/2024	041724	ICCTFOA District IV	Clerk Dues - 2023 - 2024	51080 · Dues & Memberships	01 - Admin	40.00
06/10/2024	10187	Allington, Frederick	Legal Services- General	51140 · Legal Fees	01 - Admin	1,755.00
06/10/2024	10187	Allington, Frederick	Reg.CC mtg. - 3/11, 3/25, 4/8, 4/22, 5/13, 5/28	51140 · Legal Fees	01 - Admin	1,395.00
06/10/2024	38772310	Quill Corporation	Copy Paper	52010 · Office Supplies	01 - Admin	155.96
06/10/2024	61582	ToreUp	Shredding Bin - 5/7/24	52010 · Office Supplies	01 - Admin	45.00
06/10/2024	052224	DL Evans - Mayor	Amazon- File Folders - Treasurer	52010 · Office Supplies	01 - Admin	24.70
06/10/2024	052224	DL Evans - Mayor	Costco - Office & Restroom Supplies	52010 · Office Supplies	01 - Admin	211.39
06/10/2024	052224	DL Evans - Mayor	Amazon - External DVD Drive	52010 · Office Supplies	01 - Admin	19.99
06/10/2024	052224	DL Evans - Mayor	Amazon - Office Supplies	52010 · Office Supplies	01 - Admin	97.00
06/10/2024	052224	DL Evans - Mayor	Amazon - Label Maker Tape	52010 · Office Supplies	01 - Admin	13.49
06/10/2024	052224	DL Evans - Mayor	Avery Products - 8 tab labels	52010 · Office Supplies	01 - Admin	15.26
06/10/2024	052224	DL Evans - Mayor	Amazon - divider tabs	52010 · Office Supplies	01 - Admin	98.25
06/10/2024	052224	DL Evans - Mayor	Amazon - Office Supplies	52010 · Office Supplies	01 - Admin	78.29
06/10/2024	053124	South Valley Storage Co.	June - Unit #F-13 - 1/2 Price	52085 · Storage	01 - Admin	63.00
Total Admin						\$4,544.83

City of Bellevue
CLAIMS PAYABLE

June 10, 2024

Date	Num	Name	Memo	Account	Class	Amount
P & Z						
06/10/2024	053124	Idaho Mountain Express	Text Amendment	51020 · Advertising / Publishing	03 - P & Z	45.08
06/10/2024	10187	Allington, Frederick	Legal Services- Planning and Zoning Issues	51140 · Legal Fees	03 - P & Z	1,035.00
06/10/2024	10187	Allington, Frederick	Strahorn Subdivision	51140 · Legal Fees	03 - P & Z	390.00
06/10/2024	052224	DL Evans - Mayor	Amazon - Amy's Printer	51180 · Office Equip Rental/Repair	03 - P & Z	106.89
06/10/2024	32525	Great West Engineering	Task #1 - Annexation review for Gannett Ranch Prop.	52050 · Professional Services	03 - P & Z	445.75
06/10/2024	32526	Great West Engineering	Task #2- Zoning Code Amdt. Business District Zone	52050 · Professional Services	03 - P & Z	2,028.23
06/10/2024	32530	Great West Engineering	Task #3 - General Planning Services - Planner I	52050 · Professional Services	03 - P & Z	1,429.75
06/10/2024	32530	Great West Engineering	Task #3 - General Planning Services - Senior Planner	52050 · Professional Services	03 - P & Z	1,211.00
06/10/2024	32530	Great West Engineering	Task #3 - General Services - Project Administrator	52050 · Professional Services	03 - P & Z	36.25
Total P & Z						\$6,727.95
 Parks						
06/10/2024	989739	Idaho Lumber	2 x 4's to repair park benches	51160 · Repairs & Maintenance	04 - Parks	85.86
06/10/2024	D78539	LL Green's Hardware	Lock for dumpster @ Memorial Park & extra keys	51160 · Repairs & Maintenance	04 - Parks	28.15
06/10/2024	052224	DL Evans - Mayor	Swingsetmall.com	51160 · Repairs & Maintenance	04 - Parks	186.85
06/10/2024	188440	Napa Auto Parts	2-Cycle oil	52090 · Supplies	04 - Parks	11.96
06/10/2024	188440	Napa Auto Parts	Spark plug	52090 · Supplies	04 - Parks	12.72
06/10/2024	0001721302	Clear Creek Disposal	O'Donnell Park - Portable Restroom Services - May	52146 · Utilities - Trash & Recycling	04 - Parks	266.80
06/10/2024	0001721303	Clear Creek Disposal	Memorial Park - Portable Restroom Services - May	52146 · Utilities - Trash & Recycling	04 - Parks	266.80
06/10/2024	0001721304	Clear Creek Disposal	Howard Preserve - Portable Restroom Services - May	52146 · Utilities - Trash & Recycling	04 - Parks	133.40
Total Parks						\$992.54

City of Bellevue CLAIMS PAYABLE

June 10, 2024

Date	Num	Name	Memo	Account	Class	Amount
Fire						
06/10/2024	060524	AFBA	Life Insurance - Fire Dept.	50014 · Insurance - Life	05 - Fire	80.00
06/10/2024	CL57848	United Oil	Fuel - Card #8859953#1	51110 · Fuel	05 - Fire	50.99
06/10/2024	113588	Karl Malone Ford - Hailey	Chiefs F-150 Service	51167 · R & M - Autos	05 - Fire	210.01
06/10/2024	4635-423156	O'Reilly Automotive, Inc.	Engine 4 - Flashers, bulbs, switches	51167 · R & M - Autos	05 - Fire	100.43
06/10/2024	4635-423546	O'Reilly Automotive, Inc.	Credit - returned items - Eng. 4	51167 · R & M - Autos	05 - Fire	-39.52
06/10/2024	052224	DL Evans - Fire Dept.	Misc. Expense - Costco	51177 · Misc Expense	05 - Fire	118.12
06/10/2024	052224	DL Evans - Fire Dept.	Small Tools & Equipment - FireHose Direct	52080 · Small Tools & Equip	05 - Fire	66.46
					Total Fire	\$586.49
Library						
06/10/2024	052224	DL Evans - Library	Family Dollar - Library supplies	52090 · Supplies	07 - Library	24.38
06/10/2024	052224	DL Evans - Library	The Gold Mine - supplies	55000 · Library New Books	07 - Library	41.04
06/10/2024	052224	DL Evans - Library	Canva - summer reading supplies	55010 · Library Programs	07 - Library	138.00
06/10/2024	052224	DL Evans - Library	Target - summer reading supplies	55010 · Library Programs	07 - Library	72.08
06/10/2024	052224	DL Evans - Library	Collaborative - summer reading	55010 · Library Programs	07 - Library	38.16
06/10/2024	052224	DL Evans - Library	TeachersPayTeachers	55010 · Library Programs	07 - Library	3.50
06/10/2024	052224	DL Evans - Library	Etsy - Summer reading supplies	55010 · Library Programs	07 - Library	2.40
06/10/2024	052224	DL Evans - Library	Amazon - supplies	55010 · Library Programs	07 - Library	5.50
06/10/2024	052224	DL Evans - Library	Amazon - supplies	55010 · Library Programs	07 - Library	39.21
06/10/2024	052224	DL Evans - Library	Amazon - TV - Cox Grant	55010 · Library Programs	07 - Library	739.88
06/10/2024	052224	DL Evans - Library	Amazon - supplies	55010 · Library Programs	07 - Library	577.75
06/10/2024	052224	DL Evans - Library	Amazon - TV Wall Mount - Cox Grant	55010 · Library Programs	07 - Library	102.38
06/10/2024	052224	DL Evans - Library	Amazon - supplies	55010 · Library Programs	07 - Library	37.72
					Total Library	\$1,822.00

City of Bellevue CLAIMS PAYABLE

June 10, 2024

Date	Num	Name	Memo	Account	Class	Amount
Marshal						
06/10/2024	940005460	St. Luke's Health System	Legal Blood Draw	51000 - OPERATING EXPENSES	08 - Marshal	28.00
06/10/2024	CL57846	United Oil	Fuel - Card #263953/Gaston	51110 - Fuel	08 - Marshal	237.27
06/10/2024	CL57846	United Oil	Fuel - Card #263954/Shelamer	51110 - Fuel	08 - Marshal	199.89
06/10/2024	CL57846	United Oil	Fuel - Card #263955/Thayer	51110 - Fuel	08 - Marshal	172.61
06/10/2024	CL57846	United Oil	Fuel - Card #263956/Rawson	51110 - Fuel	08 - Marshal	104.40
06/10/2024	IN2888	Idaho State Police	EVOC PIT	52120 - Training & Meetings	08 - Marshal	125.00
Total Marshal						\$867.17
 B & G						
06/10/2024	197	Palomera, Maria	Office Cleaning - June- City Hall/Library & Marshal's	51160 - Repairs & Maintenance (General	09 - B & G	500.00
06/10/2024	052224	Intermountain Gas	Fire Station - 517 N. 2nd	52140 - Utilities - Gas	09 - B & G	46.55
06/10/2024	052224	Intermountain Gas	206 N .Main St. - Museum	52140 - Utilities - Gas	09 - B & G	15.45
06/10/2024	052224	Intermountain Gas	City Hall	52140 - Utilities - Gas	09 - B & G	104.66
06/10/2024	052224	Intermountain Gas	Shop - Martin Lane	52140 - Utilities - Gas	09 - B & G	110.75
06/10/2024	0001721305	Clear Creek Disposal	City Hall - 115 E. Pine St. - May	52146 - Utilities - Trash & Recycling	09 - B & G	45.00
06/10/2024	0001721307	Clear Creek Disposal	Shop - 91 Martin Lane - May	52146 - Utilities - Trash & Recycling	09 - B & G	141.39
06/10/2024	0001721308	Clear Creek Disposal	Fire Station - 517 2nd St. N. - May	52146 - Utilities - Trash & Recycling	09 - B & G	28.06
06/10/2024	0001721308	Clear Creek Disposal	Extra Yards	52146 - Utilities - Trash & Recycling	09 - B & G	7.71
06/10/2024	0001721308	Clear Creek Disposal	Contaminated Recycle Pickup - 4/30 & 5/7	52146 - Utilities - Trash & Recycling	09 - B & G	153.16
06/10/2024	0001721309	Clear Creek Disposal	130 Riverview Dr. - Cardboard Recycling - May	52146 - Utilities - Trash & Recycling	09 - B & G	400.52
06/10/2024	0001721309	Clear Creek Disposal	Contaminated Recycle Pickup - 4/30/24	52146 - Utilities - Trash & Recycling	09 - B & G	76.58
06/10/2024	0001721309	Clear Creek Disposal	Contaminated Recycle Pickup - 5/7/24	52146 - Utilities - Trash & Recycling	09 - B & G	76.58
06/10/2024	052324	Idaho Power	115 Pine St. - City Hall	52143 - Utilities - Power	09 - B & G	160.16
06/10/2024	052324	Idaho Power	117 Pine St. - Library	52143 - Utilities - Power	09 - B & G	73.31
06/10/2024	052324	Idaho Power	206 N. Main St - Museum	52143 - Utilities - Power	09 - B & G	68.98
06/10/2024	052324	Idaho Power	517 N. 2nd St.	52143 - Utilities - Power	09 - B & G	104.67
06/10/2024	052324	Idaho Power	89 Martin Ln. - Shop	52143 - Utilities - Power	09 - B & G	83.51
Total B & G						\$2,197.04

City of Bellevue
CLAIMS PAYABLE
June 10, 2024

Date	Num	Name	Memo	Account	Class	Amount
Streets						
06/10/2024	053124	Idaho Mountain Express	Classified Ad/Streets 5/1, 5/3, 5/8, 5/10	51020 · Advertising / Publishing	10 - Streets	132.51
06/10/2024	645482/10	The Bancorp Bank, N.A.	1/3 Chevy 5500 lease/June	51022 · Automobile Lease	10 - Streets	608.66
06/10/2024	CL57847	United Oil	Fuel - Streets/McGehee - Card #26139	51110 · Fuel	10 - Streets	181.11
06/10/2024	CL57849	United Oil	Fuel - Streets/Equipment - Card #8191665	51110 · Fuel	10 - Streets	200.14
06/10/2024	0005778-IN	United Oil	Credit - Federal Refund - Diesel & Gas	51110 - Fuel	10 - Streets	-764.65
06/10/2024	P26807	Metroquip Enviro. Equip.	Drive chain for Sweeper	51163 · R & M - Equipment (non-auto)	10 - Streets	15.83
06/10/2024	P26807	Metroquip Enviro Equip.	Freight	51163 · R & M - Equipment (non-auto)	10 - Streets	25.00
06/10/2024	011023	Roberts Electric	Troubleshoot Street Light, North end of Main St.	51168 · R & M - Street Lights	10 - Streets	283.04
06/10/2024	222479	Gem State Welders Supply	Oxygen & Acetylene	52090 · Supplies	10 - Streets	9.30
06/10/2024	T2051624BM	Lhtact2	Basic Math Course - Ethan	52120 · Training & Meetings	10 - Streets	60.00
06/10/2024	052124	Shoemaker, Ethan	Per Diem/Meals - Lhtact training in Boise	52120 · Training & Meetings	10 - Streets	52.00
06/10/2024	T2052124RM	Lhtact2	Roadway Materials - Ethan	52120 · Training & Meetings	10 - Streets	60.00
06/10/2024	052924	McGehee, Casey	Reimbursement - purchased Uniforms for Tracy	52130 · Uniforms & Clothing	10 - Streets	131.42
06/10/2024	052324	Idaho Power	100 N. 8th St. - Park	52145 · Utilities - Street Lights	10 - Streets	41.71
06/10/2024	052324	Idaho Power	114 Elm St. - PED	52145 · Utilities - Street Lights	10 - Streets	31.11
06/10/2024	052324	Idaho Power	116 Pine St. - PED	52145 · Utilities - Street Lights	10 - Streets	30.51
06/10/2024	052324	Idaho Power	1461 S. Main St. - Light	52145 · Utilities - Street Lights	10 - Streets	31.82
06/10/2024	052324	Idaho Power	161 Cowcatcher Loop Lite	52145 · Utilities - Street Lights	10 - Streets	3.15
06/10/2024	052324	Idaho Power	218 N. Main St. - Light	52145 · Utilities - Street Lights	10 - Streets	5.89
06/10/2024	052324	Idaho Power	300 E. Cedar Sts. - Park	52145 · Utilities - Street Lights	10 - Streets	26.43
06/10/2024	052324	Idaho Power	318 Cedar St. - Park	52145 · Utilities - Street Lights	10 - Streets	26.34
06/10/2024	052324	Idaho Power	508 Broadford Rd. - Light	52145 · Utilities - Street Lights	10 - Streets	26.95
06/10/2024	052324	Idaho Power	714 Main St. - Light	52145 · Utilities - Street Lights	10 - Streets	28.58
06/10/2024	052324	Idaho Power	921 Riverside Drive - Light	52145 · Utilities - Street Lights	10 - Streets	2.54
06/10/2024	052324	Idaho Power	Street Lights	52145 · Utilities - Street Lights	10 - Streets	1,293.47
06/10/2024	052324	Idaho Power	Street Lights	52145 · Utilities - Street Lights	10 - Streets	26.34
Total Streets						\$2,569.20

City of Bellevue CLAIMS PAYABLE

June 10, 2024

Date	Num	Name	Memo	Account	Class	Amount
Water						
06/10/2024	053124	Idaho Mountain Express	Classified Ad/Water Operator Apprentice	51020 · Advertising / Publishing	20 - Water	132.51
06/10/2024	645482/20	The Bancorp Bank, N.A.	1/3 Chevy 5500 lease/June	51022 · Automobile Lease	20 - Water	608.66
06/10/2024	11	Spronk Water Engineers	Big WR Ground Water Management Area Technical	51070 · Conjunctive Management	20 - Water	1,922.92
06/10/2024	BDD-24-5-2	BDE Water Professionals	Monthly Fee - May	51073 · Contract Labor	20 - Water	3,000.00
06/10/2024	BDD-24-5-2	BDE Water Professionals	Hourly Response chg. -13 hrs @ 90.00 per hr.	51073 · Contract Labor	20 - Water	1,170.00
06/10/2024	BDD-24-5-2	BDE Water Professionals	Hourly Collection Apprentice 50 hrs @ \$65.00 hr.	51073 · Contract Labor	20 - Water	3,250.00
06/10/2024	BDD-24-5-2	BDE Water Professionals	Hourly Collection Helper - 30 hrs @ \$60.00 per hr.	51073 · Contract Labor	20 - Water	1,800.00
06/10/2024	BDD-24-5-2	BDE Water Professionals	Hrly Apprent. Emergency response -1 hr @ \$130.00 per hr.	51073 · Contract Labor	20 - Water	130.00
06/10/2024	BDD-24-5-2	BDE Water Professionals	Monthly Backup RC Operator	51073 · Contract Labor	20 - Water	600.00
06/10/2024	BDD-24-5-2	BDE Water Professionals	Fully Licensed Operator - 130 hrs @ 65.00 per hr.	51073 · Contract Labor	20 - Water	8,450.00
06/10/2024	BDD-24-5-2	BDE Water Professionals	Hourly rounds help - \$40 hrs @ \$40.00 per hr.	51073 · Contract Labor	20 - Water	1,600.00
06/10/2024	2634	Idaho Rural Water Assoc	Membership Renewal 6/30/24 - 6/30/25	51080 · Dues & Memberships	20 - Water	332.50
06/10/2024	2634	Idaho Rural Water Assoc	Membership Renewal 6/30/24 - 6/30/25	51080 · Dues & Memberships	20 - Water	332.50
06/10/2024	10187	Allington, Frederick	Legal Services - Water Issues	51140 · Legal Fees	20 - Water	60.00
06/10/2024	31399	Magic Valley Labs	Drinking Water Samples	52110 · Test Samples - Water & Sewer	20 - Water	120.00
06/10/2024	052224	Intermountain Gas /Strahorn	Strahorn Pump Station	52140 · Utilities - Gas	20 - Water	17.48
06/10/2024	052224	Idaho Power	100 Slaughterhouse - Pump House	52143 · Utilities - Power	20 - Water	126.51
06/10/2024	052224	Idaho Power	32 Muldoon Rd. - WTNK	52143 · Utilities - Power	20 - Water	36.23
06/10/2024	052224	Idaho Power	400 Muldoon Rd.	52143 · Utilities - Power	20 - Water	70.03
06/10/2024	052224	Idaho Power	805 Chestnut St. - Pump	52143 · Utilities - Power	20 - Water	74.41
06/10/2024	052224	Idaho Power	90 1/2 Tendoy St. - Well	52143 · Utilities - Power	20 - Water	51.93
06/10/2024	052224	Idaho Power	90 Tendoy St Well	52143 · Utilities - Power	20 - Water	408.40
Total Water						\$24,294.08

City of Bellevue
CLAIMS PAYABLE
June 10, 2024

Date	Num	Name	Memo	Account	Class	Amount
Wastewater						
06/10/2024	053124	Idaho Mountain Express	Classified Ad/Wastewater Operator Apprentice	51020 · Advertising / Publishing	30 - Wastewater	132.52
06/10/2024	645482/30	The Bancorp Bank, N.A.	1/3 Chevy 5500 lease/June	51022 · Automobile Lease	30 - Wastewater	608.66
06/10/2024	BDE-24-5-1	BDE Water Professionals	Monthly Fee - May	51073 · Contract Labor	30 - Wastewater	4,000.00
06/10/2024	BDE-24-5-1	BDE Water Professionals	Hourly Apprentice - 48 hrs @ \$65.00 per hr.	51073 · Contract Labor	30 - Wastewater	3,120.00
06/10/2024	BDE-24-5-1	BDE Water Professionals	Hourly response chg. - 34hrs @ \$90.00 per hr.	51073 · Contract Labor	30 - Wastewater	3,060.00
06/10/2024	BDE-24-5-1	BDE Water Professionals	Hourly Apprectice Helper - 54 hrs @ \$60.00 per hr.	51073 · Contract Labor	30 - Wastewater	3,240.00
06/10/2024	BDE -24-5-2	BDE Water Professionals	Credit - loss taken - excess of quote	51073 · Contract Labor	30 - Wastewater	-1,240.00
06/10/2024	CL57845	United Oil	Fuel - Wastewater - Card #263140	51110 · Fuel	30 - Wastewater	442.93
06/10/2024	15559	Heglar Creek Electric, LLC	Wastewater Controls	51171 · R & M - Wastewater	30 - Wastewater	38,498.47
06/10/2024	052224	Century Link	Internet Service - Wastewater Treatment Plant	52020 · Internet Expense	30 - Wastewater	156.83
06/10/2024	78893/9	Valley Wide Cooperative	Power steering fluid for vac truck & supplies/Sewer Plant	52090 · Supplies	30 - Wastewater	29.95
06/10/2024	188246	Napa Auto Parts	Batteries for Backhoe, per Bryson	52090 · Supplies	30 - Wastewater	343.88
06/10/2024	060524	BDE Water Professionals	Reimbursement - Cleaning Supplies - Sewer Plant	52090 · Supplies	30 - Wastewater	223.92
06/10/2024	128762	Go-Fer It Express Inc.	Sample deliveries to Magic Valley Labs	52110 · Test Samples - Water & Sewer	30 - Wastewater	139.65
06/10/2024	31400	Magic Valley Labs	Coliform, Nitrate, Nitrite, Phosphorus, Chloride Samples	52110 · Test Samples - Water & Sewer	30 - Wastewater	1,633.00
06/10/2024	052224	Intermountain Gas	130 Riverview	52140 · Utilities - Gas	30 - Wastewater	76.28
06/10/2024	052224	Idaho Power	1269 Glen Aspen Drive - Lift	52143 · Utilities - Power	30 - Wastewater	40.66
06/10/2024	052224	Idaho Power	130 Riverview Drive - Lift	52143 · Utilities - Power	30 - Wastewater	250.99
06/10/2024	052224	Idaho Power	31 Alyson Rd. - Lagoon	52143 · Utilities - Power	30 - Wastewater	897.15
06/10/2024	052224	Idaho Power	31 Alyson Rd. - Main	52143 · Utilities - Power	30 - Wastewater	1,209.51
06/10/2024	052224	Idaho Power	80 Honeysuckle Lift	52143 · Utilities - Power	30 - Wastewater	32.67
06/10/2024	052224	Idaho Power	88 Martin Ln. - Lift	52143 · Utilities - Power	30 - Wastewater	64.98
06/10/2024	052224	Idaho Power	90 Tendoy St. - Lift	52143 · Utilities - Power	30 - Wastewater	40.23
06/10/2024	0001721306	Clear Creek Disposal	31 Alyson Lane - May	52146 · Utilities - Trash & Recyling	30 - Wastewater	54.57
Total Wastewater						\$57,056.85
Grand Total - Claims Payable						\$101,658.15



City of Bellevue

City of Bellevue
Regular Common Council Meeting
June 10, 2024

Agenda Item 7c: Approval of Finds of Fact, and Conclusion of Law for the Lot-Line Readjustment Application Submitted by Jeff Swanson on behalf of South Tacoma Way, LLC

Action Item: Jerry Grebenc or Courney Long, Great West Engineering

Note: The Lot-Line Readjustment Application for South Tacoma Way, LLC was approved during the Common Council meeting held on May 28, 2024.

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

Attachment(s): **Finding of Facts, Conclusions of Law and Decision**

**CITY OF BELLEVUE
BELLEVUE COMMON COUNCIL**

REGARDING AN APPLICATION OF: South Tacoma Way, LLC for a Lot Line Readjustment for the properties located at 305, 309, and 313 North Main Street, Bellevue, Idaho: Bellevue LOTS 2A, 3A and 4A, BLOCK P	FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION Date: June 10, 2024
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REQUESTED ACTION: To abandon the three (3) interior lot lines between Bellevue LOTS 2A, 3A and 4A, BLOCK P, City of Bellevue. No additional lots will be created. The new legal description is LOT 2AA, BLOCK P, City of Bellevue and is proposed to be .49 acres. The property is zoned Business District.

APPLICABLE ZONING REGULATIONS:

Bellevue City Code, Title 11, Chapter 6, Lot Line Readjustment

Summary

The undeveloped tax lots are located at 305, 309, and 313 North Main Street, Bellevue. The lots are currently owned by South Tacoma Way, LLC. The proposed lot line readjustment will abandon the three (3) interior lot lines between Bellevue LOTS 2A, 3A and 4A, BLOCK P, City of Bellevue and create a single lot: LOT 2AA, BLOCK P, City of Bellevue

The Common Council meeting was conducted on May 28, 2024, 2023. The notice was posted on the door of Bellevue City Hall, the Bellevue Post Office, and on the City Website on May 23, 2024, as required by Idaho Code.

The Bellevue Common Council heard the Lot Line Readjustment on May 28, 2024, and approved the application with amended conditions 1-3.

I.GENERAL BACKGROUND

1. Notice of this hearing was:
 - i. Posted on the door of Bellevue City Hall and the Bellevue Post Office, and the City's website on May 14, 2024.
 - ii. Mailed adjacent adjoining letters on January 30, 2024
2. Any disclosures (i.e., conflicts of interest, site visits or *ex parte* communications)?
3. **Exhibit A – Application Materials** - The executed application was received on April 26, 2024, and all other application materials were received on April 26, 2024.
 - A-1 South Tacoma Way, LLC, Lot Line Readjustment Application**
 - A-2 Plat of proposed revised tax lots of Bellevue LOTS 2A, 3A and 4A, BLOCK P (with Survey**
 - A-3 Vicinity Map**

Exhibit B – Department Head Comments

Fire Department:
None at the time of report.

Engineering issues:

*Finding of Facts, Conclusions of Law and Decision
South Tacoma Way, LLC - Lot Line Readjustment
Common Council Meeting 06.10.2024*

None at the time of report.

Water and Sewer issues:

The applicant shall comply with Bellevue Public Works requirements. All assessments shall be made per adopted Bellevue City Code.

Building issues:

The applicant shall comply with Bellevue Building Department. All assessments shall be made per adopted Building codes.

Street Department issues:

The applicant shall comply with Bellevue Public Works requirements. All assessments shall be adopted by the Bellevue City Code.

II STANDARDS AND CRITERIA Title 11-4-1

11-4-1: GENERAL REQUIREMENTS:

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

11-4-6: LOTS:

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

COUNCIL FINDING: The Proposed Lot complies with the city code.

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

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

D. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.

COUNCIL FINDING: Side lot lines comply with this requirement.

E. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. Should a double frontage lot be created

out of necessity, then such lot shall be a reversed frontage lot. **COUNCIL FINDING: No double frontage lots are being proposed with this Lot Line Readjustment.**

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

G. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public or approved private street. (Ord. 91-01, 12-2016) **COUNCIL FINDING: N/A- Block P exists and will not change**

11-4-7: BLOCKS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11-4-9: ALLEYS:

Alleys shall be provided in commercial and light industrial zoning districts and may be required in residential districts. The width of an alley shall be not less than twenty-five feet (25'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead-end alleys shall comply with the International Fire Codes regarding turnaround requirements. Improvement of alleys shall be done by the subdivider as a required improvement and in conformance with design standards specified in subsection 11-4-8B of this chapter. (Ord. 91-01, 12-2016) **COUNCIL FINDING: The Proposed Lot is in the Business District. No alleys are planned with the Proposed Lot. The Proposed Lot complies with the city code.**

11-4-10: EASEMENTS:

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

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

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

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

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

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

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

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

11-4-15: DRAINAGE:

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

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

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

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

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

COUNCIL FINDING: N/A- Block P exists and will not change.

11-4-16: UTILITIES:

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

11-4-17: OFF SITE IMPROVEMENTS:

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

11-4-18: SIDEWALK IMPROVEMENTS:

- A. Sidewalks are required in all zoning districts, except as otherwise provided herein.
- B. The requirement for sidewalk may be waived if the proposed construction project is less than five hundred (500) square feet.
- C. The requirement for sidewalk and drainage improvements may be waived for any remodel or addition to single-family dwelling and duplex projects within the General Residential (GR) zone; sidewalk and drainage improvements shall be required for a new principal building.
- D. The City may approve and accept voluntary contributions in lieu of the above-described improvements, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. In order to determine the in-lieu amount, the applicant shall provide the City with three (3) cost estimates for the sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. The middle estimate shall be used in calculating the in-lieu fee. Any approved in lieu contribution shall be paid before final plat approval or the City issues a Certificate of Occupancy for a principal building.
- E. Sidewalk and drainage improvements shall be located and constructed according to applicable City standards, except as otherwise provided herein.
- F. In The B, LB, LI/MB And LI Zoning Districts, The Following Are Required:
 - 1. A minimum sidewalk width of eight feet (8').
 - 2. Street trees with tree grates or a landscape buffer between the sidewalk and curb determined to be adequate.
 - 3. The developer or City may propose alternatives to either the standard sidewalk location or configuration required, such as the addition of a bike lane.
 - 4. The Council or Commission shall ensure that the alternative configuration or location shall not reduce the level of service or convenience to either residents of the development or the public at large.
 - 5. If an alternative location is approved, the cost of construction of the required square footage of sidewalk and linear feet of drainage improvements and the associated engineering costs, as approved by the City Engineer, shall be paid by the applicant to the City before the City issues a Certificate of Occupancy, unless otherwise allowed for in an agreement between the City and the applicant. The City shall ensure construction of sidewalk and drainage improvements occurs within two (2) years of the date the funds are received from the applicant.
 - 6. The length of sidewalk and drainage improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.

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

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

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

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

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

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

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

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

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

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

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

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

6. The requirements for sidewalk and drainage improvements are not required for any lot line readjustment. (Ord. 2021-07, 4-26-2021) **COUNCIL FINDING: N/A- Block P exists and will not change.**

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

1. The proposed Lot Line Readjustment does not create any additional lots; **The proposed lot line readjustment abandons the three (3) interior lot lines between Bellevue LOTS 2A, 3A and 4A, BLOCK P, creating LOT 2AA, BLOCK P, City of Bellevue.**

The proposed LOT 2AA, BLOCK P, City of Bellevue, is a developable city lot located in the Business District.

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

VI. DECISION

Council Member Shay made a motion to approve the application for a Lot-Line Readjustment submitted by South Tacoma Way, LLC wherein LOT 2A, 3A, and 4A, BLOCK P are combined to

create a single lot 2AA finding the application meets all applicable standards and criteria outlined in Title 11-6-1 of the Bellevue Subdivision Ordinance with the following conditions:

1. The applicant shall comply with all Bellevue Public Works requirements.
2. The applicant shall comply with all State and Local Building Codes.
3. The applicant shall comply with all Bellevue Street Department requirements.

Council Member Mahoney seconded the motion. Members voting **Aye**: Members Carrerio, Shay, Leahy, and Mahoney. Members voting **Nay**: Members Obenauf and Giordani. The motion passed with four votes in favor and two votes opposed.

V. MOTION AND CONDITIONS
<p>Motion: Upon a motion by _____ and a second by _____ this Findings of Fact, Conclusion of Law and Decision for the Lot line Readjustment application submitted by South Tacoma Way, LLC, <u>complies</u> with the applicable criteria set forth under Title 11 §11-6-1, Lot Line Readjustments Standards and Criteria subject to the following conditions:</p> <ol style="list-style-type: none">1. The applicant shall comply with all Bellevue Public Works requirements.2. The applicant shall comply with all State and Local Building Codes.3. The applicant shall comply with all Bellevue Street Department requirement.

IT IS SO ORDERED this 10th day of June 2024.

Chris Johnson, Mayor

ATTESTING:

Michelle K. Vest Snarr, City Clerk



City of Bellevue

City of Bellevue
Regular Common Council Meeting
June 10, 2024

Agenda Item 7d: Approval of Finds of Fact, and Conclusion of Law for the Lot-Line Readjustment Application Submitted by Eerin Bliss, Bliss Architecture on behalf of KMAM Real Estate IDB EL, LLC

Action Item: Jerry Grebenc or Courney Long, Great West Engineering

Note: The Lot-Line Readjustment Application for KMAM Real Estate IDB EL, LLC was approved during the Common Council meeting held on May 28, 2024.

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

Attachment(s): **Finding of Facts, Conclusions of Law and Decision**

**CITY OF BELLEVUE
BELLEVUE COMMON COUNCIL**

REGARDING AN APPLICATION OF: KMAM Real Estate IDBEL, LLC for a Lot-Line Readjustment located north of Kirtley Street and west and adjacent to State Highway 75, Bellevue, Idaho: KMAM LOTS 1 and 2, BLOCK 1	FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION Date: June 10, 2024, 2024
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REQUESTED ACTION: Lot Line Readjustment approval to shift the southern boundary of KMAM LOT 1, BLOCK 1, southward. No additional lots will be created. During a special meeting held on Wednesday, May 22, 2024, the Planning and Zoning Commission did not recommend any conditions of approval to shift the subject lots. The legal description is LOTS 1A and 2A, BLOCK 1, KMAM, and the proposed LOT 1A would increase the size to 5.43 acres and the proposed LOT 2A would reduce the size to 4.97. The property is zoned Business District.

APPLICABLE ZONING REGULATIONS:

Bellevue City Code, Title 11, Chapter 6, Lot Line Readjustment

Summary

The applicant applied for a Lot Line Readjustment for the properties north of Kirtley Street and west and adjacent to State Highway 75 within the Business District. The proposed lot line readjustment will shift the southern boundary of KMAM LOT 1, BLOCK 1, southward creating the two (2) proposed LOTS 1A and 2A, BLOCK 1, KMAM, and the proposed LOT 1A would increase the size to 5.43 acres and the proposed LOT 2A would reduce the size to 4.97. The property is zoned Business District. No additional lots will be created.

The Common Council meeting was conducted on May 28, 2024, 2023. The notice was posted on the door of Bellevue City Hall, the Bellevue Post Office, and on the City Website on May 23, 2024, as required by Idaho Code.

The Bellevue Common Council heard the Lot Line Readjustment on May 28, 2024, and approved the application with amended conditions 1-3.

I.GENERAL BACKGROUND

1. Notice of this hearing was:
 - i. Posted on the door of Bellevue City Hall and the Bellevue Post Office on May 23, 2024.
 - ii. Mailed adjacent adjoiners letters on May 14, 2024.
2. Any disclosures (i.e., conflicts of interest, site visits or *ex parte* communications)?
3. **Exhibit A – Application Materials** - The executed application was received on April 22, 2024, and all other application materials were received on April 22, 2024.
 - A-1 KMAM Real Estate IDBEL, LLC, Lot Line Readjustment Application.**
 - A-2 Plat of proposed revised tax lots KMAM LOTS 1 and 2, BLOCK 1 (with Survey)**
 - A-3 Vicinity Map****Exhibit B – Department Head Comments**
Fire Department:

None at the time of report.

Engineering issues:

None at the time of report.

Water and Sewer issues:

The applicant shall comply with Bellevue Public Works requirements. All assessments shall be made per adopted Bellevue City Code.

Building issues:

The applicant shall comply with Bellevue Building Department. All assessments shall be made per adopted Building codes.

Street Department issues:

The applicant shall comply with Bellevue Public Works requirements. All assessments shall be adopted by the Bellevue City Code.

II STANDARDS AND CRITERIA Title 11-4-1

11-4-1: GENERAL REQUIREMENTS:

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

11-4-6: LOTS:

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

COUNCIL FINDING: The Proposed Lot complies with the city code.

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

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

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

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

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

G. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public or approved private street. (Ord. 91-01, 12-2016) **COUNCIL FINDING: N/A- Block 1 exists and will not change.**

11-4-7: BLOCKS:

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

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

COUNCIL FINDING: The proposed lot line adjustments will not affect the existing BLOCK 1.

B. Blocks shall be laid out in such a manner as to comply with the lot requirements.

COUNCIL FINDING: N/A- BLOCK 1 exists and will not change.

C. The layout of blocks shall take into consideration the natural topography of the subdivision and minimize cuts and fills for roads and minimize adverse impact on the environment, watercourses, and topographical features. **COUNCIL FINDING: N/A- BLOCK 1 exists and will not change.**

D. Corner lots shall contain a building envelope outside of a seventy-five-foot (75') radius from the intersection of the streets. (Ord. 91-01, 12-2016) **COUNCIL FINDING: N/A- BLOCK 1 exists and will not change.**

11-4-8: STREETS:

COUNCIL FINDING: No streets are being proposed with this Lot Line Application.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11-4-9: ALLEYS:

Alleys shall be provided in commercial and light industrial zoning districts and may be required in residential districts. The width of an alley shall be not less than twenty-five feet (25'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead-end alleys shall comply with the International Fire Codes regarding turnaround requirements. Improvement of alleys shall be done by the subdivider as a required improvement and in conformance with design standards specified in subsection 11-4-8B of this chapter. (Ord. 91-01, 12-2016) **COUNCIL FINDING: The Proposed Lot is in the Business District. No alleys are planned with the Proposed Lot. The Proposed Lot complies with the city code.**

11-4-10: EASEMENTS:

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

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

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

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

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

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

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

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

11-4-15: DRAINAGE:

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

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

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

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

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

COUNCIL FINDING: N/A- BLOCK 1 exists and will not change.

11-4-16: UTILITIES:

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

prior to construction of street improvements. (Ord. 91-01, 12-2016) **COUNCIL FINDING: N/A- BLOCK 1 exists and will not change.**

11-4-17: OFF SITE IMPROVEMENTS

Where the off-site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic or other impacts, improvements to alleviate such impacts may be required of the subdivider as a condition of preliminary plat approval and prior to final plat approval including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities. (Ord. 91-01, 12-2016) **COUNCIL FINDING: N/A- BLOCK 1 exists and will not change.**

11-4-18: SIDEWALK IMPROVEMENTS:

- A. Sidewalks are required in all zoning districts, except as otherwise provided herein.
- B. The requirement for sidewalk may be waived if the proposed construction project is less than five hundred (500) square feet.
- C. The requirement for sidewalk and drainage improvements may be waived for any remodel or addition to single-family dwelling and duplex projects within the General Residential (GR) zone; sidewalk and drainage improvements shall be required for a new principal building.
- D. The City may approve and accept voluntary contributions in lieu of the above-described improvements, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. In order to determine the in-lieu amount, the applicant shall provide the City with three (3) cost estimates for the sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. The middle estimate shall be used in calculating the in-lieu fee. Any approved in lieu contribution shall be paid before final plat approval or the City issues a Certificate of Occupancy for a principal building.
- E. Sidewalk and drainage improvements shall be located and constructed according to applicable City standards, except as otherwise provided herein.
- F. In The B, LB, LI/MB And LI Zoning Districts, The Following Are Required:
 - 1. A minimum sidewalk width of eight feet (8').
 - 2. Street trees with tree grates or a landscape buffer between the sidewalk and curb determined to be adequate.
 - 3. The developer or City may propose alternatives to either the standard sidewalk location or configuration required, such as the addition of a bike lane.
 - 4. The Council or Commission shall ensure that the alternative configuration or location shall not reduce the level of service or convenience to either residents of the development or the public at large.
 - 5. If an alternative location is approved, the cost of construction of the required square footage of sidewalk and linear feet of drainage improvements and the associated engineering costs, as approved by the City Engineer, shall be paid by the applicant to the City before the City issues a Certificate of Occupancy, unless otherwise allowed for in an agreement between the City and the applicant. The City shall ensure construction of sidewalk and drainage improvements occurs within two (2) years of the date the funds are received from the applicant.
 - 6. The length of sidewalk and drainage improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.
 - 7. New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the side. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building.
 - 8. Sites located adjacent to public streets and private streets that are not currently through streets, regardless of whether the street may provide vehicular connection to future streets, shall provide sidewalks to facilitate future pedestrian connections.
 - 9. The requirements for sidewalk and drainage improvements are not required for any lot line adjustment.
- G. In The GR Zone, The Following Shall Be Required:
 - 1. A minimum sidewalk width of five feet (5').

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

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

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

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

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

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

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

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

COUNCIL FINDING: N/A- BLOCK 1 exists and will not change.

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

1. The proposed Lot Line Readjustment **does not create any additional lots; The proposed lot line readjustment shifts the southern boundary of KMAM LOT 1, BLOCK 1, southward creating LOTS 1A and 2A, BLOCK 1, KMAM.**

2. **The proposed LOTS 1A and 2A, BLOCK 1, KMAM, is a developable city lot located in the Business District.**

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

VI. DECISION

Council Member Shay made a motion to approve the application for a Lot-Line Readjustment submitted by KMAM Real Estate IDBEL, LLC wherein the lot line between LOTS 1 and 2, BLOCK 1 is shifted south to increase the size of Lot 1 from 3.12 acres to 5.43 acres and decrease the size of Lot 2 from 7.28 acres to 4.97 acres finding the application meets all applicable standards and criteria outlined in Title 11-6-1 of the Bellevue Subdivision Ordinance with the following conditions:

1. The applicant shall comply with all Bellevue Public Works requirements.
2. The applicant shall comply with all State and Local Building Codes.
3. The applicant shall comply with all Bellevue Street Department requirements.

President Giordani seconded the motion. The motion passed unanimously.

V. MOTION AND CONDITIONS

Motion: Upon a motion by _____ and a second by _____ this Findings of Fact, Conclusion of Law and Decision for the Lot line Adjustment application submitted by KMAM Real Estate IDBEL, complies with the applicable criteria set forth under Title 11 §11-6-1, Lot Line Readjustments Standards and Criteria.

- 1. The applicant shall comply with all Bellevue Public Works requirements.**
- 2. The applicant shall comply with all State and Local Building Codes.**
- 3. The applicant shall comply with all Bellevue Street Department requirement.**

IT IS SO ORDERED this 10th day of June 2024.

Chris Johnson, Mayor

ATTESTING:

Michelle K. Vest Snarr, City Clerk



City of Bellevue

City of Bellevue
Regular Common Council Meeting
June 10, 2024

Agenda Item 8a: NEW BUSINESS:

Consideration of Resolution No. 2380, A Resolution of the Mayor and Common Council of the City of Bellevue, Idaho, Authorizing the Mayor to execute the [State of Idaho DEQ Loan Offer, Acceptance and Agreement for Drinking Water Facilities Design and Construction]; [State of Idaho DEQ Loan Offer, Acceptance and Agreement for Lead Service Line Inventory and/or Replacement]; and [DEQ Leading Idaho Funding Offer, Acceptance, and Agreement for Drinking Water Facilities Design and Construction] and [the Substantial Form Bond/Lead Line Bond]:

Action Item: Chris Johnson, Mayor

Note: Resolution No. 2380 Authorizes the Mayor to execute the following: Exhibit A: IDEQ Loan Offer, for Drinking Water Facilities Design and Construction; Exhibit B: IDEQ Loan Offer, Lead Services Line Inventory; Exhibit C: IDEQ Leading Idaho Funding Offer for Drinking Water Facilities Design and Construction; and the “Form of Bond”

Suggested Motion: Move to adopt Resolution No. 2380, A Resolution of the Mayor and Common Council of the City of Bellevue, Idaho, Authorizing the Mayor to execute the [State of Idaho DEQ Loan Offer, Acceptance and Agreement for Drinking Water Facilities Design and Construction]; [State of Idaho DEQ Loan Offer, Acceptance and Agreement for Lead Service Line Inventory and/or Replacement]; and [DEQ Leading Idaho Funding Offer, Acceptance, and Agreement for Drinking Water Facilities Design and Construction] and [the Substantial Form Bond/Lead Line Bond]

Attachment(s): Resolution No. 2380
Cover Page - Exhibit A
Cover Page - Exhibit B
Cover Page - Exhibit C
Cover Page - Exhibit D

**CITY OF BELLEVUE,
BLAINE COUNTY, IDAHO**

EXCERPT FROM MINUTES

The Common Council of the City of Bellevue, Blaine County, Idaho, met in regular session at the Bellevue City Hall at 115 East Pine Street, Bellevue, ID 83313, on June 10, 2024, at 5:30 p.m.

There were present at said meeting the following:

Council Members:

There were the following Council Members absent:

Others Present:

The Mayor introduced the following Resolution No. 2380 (the “Resolution”):

RESOLUTION NO. 2380

WHEREAS, the City of Bellevue, Blaine County, Idaho (the “City”), is a municipal corporation operating and existing under and pursuant to the provisions of the Constitution and laws of the State of Idaho;

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

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

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

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

WHEREAS, the Common Council has determined that there exists a public necessity and it is advisable to finance the cost of the Improvements through the issuance of revenue bonds of the City pursuant to the provisions of Sections 50-1027 through 50-1042, Idaho Code, as amended (the “Revenue Bond Act”), and applicable provisions of chapter 4, Title 50, Idaho Code, chapter 2 of Title 57, Idaho Code, chapter 9 of Title 57, Idaho Code, and chapter 14 of Title 34, Idaho Code;

WHEREAS, the City has received from the State of Idaho Department of Environmental Quality (“IDEQ”) that certain Loan Offer, Acceptance and Agreement for Drinking Water Facilities Design and Construction (the “Loan Offer”), attached hereto as Exhibit A, providing for a loan from IDEQ to the City in the principal amount of up to \$6,295,163, to be used by the City to finance the System Improvements, which loan will be evidenced by the City’s water revenue bond (the “Bond”) to be issued to IDEQ in the principal amount of up to \$6,295,163 payable from net revenues of the System in accordance with the provisions of the Revenue Bond Act;

WHEREAS, the City has also received from IDEQ that certain Loan Offer, Acceptance and Agreement for Lead Service Line Inventory and/or Replacement (the “Lead Line Loan Offer”), attached hereto as Exhibit B, providing for a loan from IDEQ to the City in the principal amount of up to \$55,000, to be used by the City to finance the System Improvements, which loan will be evidenced by the City’s water revenue bond (the “Lead Line Bond”) to be issued to IDEQ in the principal amount of up to \$55,000 payable from net revenues of the System in accordance with the provisions of the Revenue Bond Act

WHEREAS, the City has also received from IDEQ that certain Leading Idaho Funding Offer, Acceptance and Agreement for Drinking Water Facilities Design and Construction (the “LIF Grant Offer”), attached hereto as Exhibit C, providing for a grant from IDEQ to the City in the

principal amount of up to \$3,304,837, to be used by the City to finance the System Improvements, or a portion thereof;

WHEREAS, the City desires to accept the Loan Offer, Lead Line Loan Offer and LIF Grant Offer and authorize the Mayor to execute each of the Loan Offer, Lead Line Loan Offer and LIF Grant Offer, and deliver the same to IDEQ together with all required documentation as itemized in the Loan Offer, Lead Line Loan Offer and LIF Grant Offer, respectively; and

WHEREAS, the City desires to authorize the City's officials to take all action necessary or reasonably required to effectuate the provisions of each of the Loan Offer, Lead Line Loan Offer and LIF Grant Offer, including to approve the substantial form of the Bond and Lead Line Bond in the form attached hereto as Exhibit D.

NOW, THEREFORE, be it resolved by the Common Council of the City as follows:

Section 1. Approval of Loan Offer. The form, terms and provisions of the Loan Offer to be entered into, accepted, approved and/or acknowledged, as applicable, by the City be, and they are hereby, approved and authorized, and the Mayor is hereby authorized to execute and deliver the Loan Offer.

Section 2. Approval of Lead Line Loan Offer. The form, terms and provisions of the Lead Line Loan Offer to be entered into, accepted, approved and/or acknowledged, as applicable, by the City be, and they are hereby, approved and authorized, and the Mayor is hereby authorized to execute and deliver the Lead Line Loan Offer.

Section 3. Approval of LIF Grant Offer. The form, terms and provisions of the LIF Grant Offer to be entered into, accepted, approved and/or acknowledged, as applicable, by the City be, and they are hereby, approved and authorized, and the Mayor is hereby authorized to execute and deliver the LIF Grant Offer.

Section 4. Approval of Form of Bond. The Bond/Lead Line Bond in substantially the form attached as Exhibit D hereto is hereby approved, together with such changes to the Bond/Lead Line Bond at the time the City issues each of the Bond and Lead Line Bond as shall be consistent with the Loan Offer and Lead Line Loan Offer, respectively.

Section 5. Delivery of Documents to IDEQ. The officials of the City are authorized to deliver to IDEQ the executed Loan Offer, Lead Line Loan Offer and LIF Grant Offer, together with a copy of this Resolution and form of Bond/Lead Line Bond, together with all other required documentation required by the Loan Offer.

Section 6. Necessary Actions. The Mayor and other officers and agents of the City shall take all actions necessary or reasonably required by the Loan Offer, Lead Line Loan Offer and LIF Grant Offer to effectuate their respective provisions, and, upon completion of the System Improvements financed under each of the Loan Offer and Lead Line Loan Offer, shall take all action necessary or desirable to authorize the issuance of the Bond and Lead Line Bond to IDEQ substantially in the form hereby approved.

Adopted this 10th day of June, 2024.

CITY OF BELLEVUE,
BLAINE COUNTY, IDAHO

By _____
Chris Johnson, Mayor

ATTEST:

By _____
Michelle K. Vest Snarr, City Clerk

EXHIBIT A

LOAN OFFER

**STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY
LOAN OFFER, ACCEPTANCE AND AGREEMENT
FOR DRINKING WATER FACILITIES
DESIGN AND CONSTRUCTION**

SECTION I. INTRODUCTION

The State of Idaho (State) is authorized by Title 39, Chapter 36 (Act), Idaho Code, to make loans from the Drinking Water Treatment Facility Loan Account (Account) to assist municipalities in the construction of drinking water facilities. The Idaho Board of Environmental Quality, through the Department of Environmental Quality (Department), is authorized to administer the Act. The Department has determined that the City of Bellevue (Applicant/Borrower) has established eligibility for a loan under the terms of the Act and IDAPA 58.01.12, the Idaho Rules for Wastewater and Drinking Water Loan Funds (the Rules).

The Borrower is a public entity created for the purposes, among other purposes, of operating and maintaining the public drinking water system located in Bellevue, Idaho and taking all necessary actions to ensure that the public drinking water system meets all applicable laws. The Department hereby offers a loan to the Borrower according to the terms and conditions contained in this document and the Rules.

SECTION II. DESCRIPTION OF PROJECT

This loan agreement is for design and construction of the following project:

- | | | |
|----|-----------------------------------|---|
| A. | Loan Project Number: | DW2409 |
| B. | Name and Address of the Borrower: | City of Bellevue
PO Box 825
Bellevue, Idaho 83313 |
| C. | Project Description: | This loan is for the following improvements (as further described in the City of Bellevue's Drinking Water Facility Plan, prepared by Mountain Waterworks, Inc. dated December, 2023): (i) construction of a new spring collection system, (ii) reconstruction of a transmission main, (iii) construction and replacement of watermain improvements, (iv) identifying and repairing leaks in the System and other improvements and betterments to the System. |

Costs of construction will include, but are not limited to, administrative, engineering and other related costs, the costs of issuance of the revenue bonds and any amounts necessary to establish bond reserve funds.

D. Terms: \$6,295,163 at 2.50% (interest of 1.50% and loan fee of 1.00%) to be repaid in biannual installments over 20 years.

E. Estimated Project Budget:*

1.	Transmission & Distribution	\$7,440,000
2.	Storage	\$1,160,000
3.	Land	\$1,000,000
4.	Total	<u>\$9,600,000</u>

Amount to be funded by Leading Idaho Funding **\$3,304,837**

*Note: The above project budget categories represent estimated expenses and may be adjusted with prior coordination with the Department.

SECTION III. GENERAL CONDITIONS

This offer may only be accepted by signature by an authorized representative of the Applicant. Upon acceptance by the Applicant, this offer shall become a loan agreement (Agreement) and the Applicant shall become the Borrower. By accepting this offer, the Borrower agrees to all terms and conditions set forth in this document and the Rules:

The Borrower agrees:

- A. To not transfer, assign or pledge any beneficial interest in this Agreement to any other person or entity without the prior written consent of the Director of the Department of Environmental Quality (Director). To not enter into sale, lease or transfer of any of the property related to the Agreement. To not make any additional material encumbrances to the project without the prior written consent of the Director. To not incur any liabilities that would materially affect the funds pledged to repay this loan without the prior written consent of the Director. To not delegate legal responsibility for complying with the terms, conditions, and obligations of this Agreement without the prior written consent of the Director. Notwithstanding any other provision of this paragraph, the Borrower may sell or otherwise dispose of any of the works, plant, properties and facilities of the project or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the project, or no longer necessary, material or useful in such operation, without the prior written consent of the Director.
- B. To enter into such contractual arrangements with third parties as it deems advisable to assist it in meeting its responsibilities under this Agreement.

- C. To fulfill all declarations, assurances, representations and statements in the application and all other documents, amendments and communications filed with the Department, by the Borrower, in support of the request for this loan.
- D. To comply with applicable State and Federal employment requirements including, but not limited to, Equal Employment Opportunity and Civil Rights requirements.
- E. To make efforts to award sub-agreements to Disadvantaged Business Enterprises (DBE) which includes Minority and Women-owned businesses (MBE/WBE).
 - 1. The separate fair share goals for MBE and for WBE will be in bid solicitations and documentation of efforts to obtain MBE/WBE participation will be required of any contractor who fails to attain the goals; and,
 - 2. Annual reports of MBE/WBE utilization will be prepared on forms supplied by the Department; and,
 - 3. Include the following language in all procurement contracts *"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."*
- F. To provide the Department with documentation evidencing ownership of, and/or the right of access or easements for real property on which the project is proposed to be constructed. Clear title or legal right to access all real property necessary for the successful operation of the facilities shall be guaranteed by the Borrower for the useful life of the project, prior to commencement of construction. Land acquisitions shall only be reimbursed by the Department if obtained from a willing seller.
- G. That if prior to completion of this Agreement the project is damaged or destroyed, there will be no reduction in the amounts payable by the Borrower to the Department.
- H. The Borrower shall levy assessments and take those actions necessary to collect unpaid charges for services or assessments, including without limitation, seeking money judgments and filing and foreclosing on liens. The Borrower agrees that, in the event the Borrower fails to meet its obligations under this Agreement and the subsequent Bond to repay the Department, that the Department is entitled to seek specific performance of this Agreement to force the Borrower to take those actions necessary to collect unpaid charges for services or assessments in order to repay the Department to the extent such actions comply with the procedure for events of defaults and remedies in the Borrower's Bond Ordinance. Nothing in this paragraph limits any other remedy available to the Department in the event the Borrower violates this Agreement or the terms of the Bond.
- I. That any waiver by the Department at any time of the rights or duties under this Agreement

shall not be deemed a waiver of any subsequent or additional rights or duties under this Agreement.

- J. That the use by the Department of any remedy specified in this Agreement for its enforcement is not exclusive and shall not deprive the Department of the right to seek any other appropriate legal or equitable remedy.
- K. That this Agreement is binding upon the Borrower and the Department, and any person, office or entity succeeding the Borrower or the Department.
- L. To comply with all applicable federal, state and local laws.
- M. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.
- N. The total loan funds disbursed per this Agreement are considered federal financial assistance per the Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996 (SAA), 31 U.S.C. §§7501-7507. (2000). If the Borrower expends more than \$750,000 of any federal funds in a fiscal year, the Borrower shall conduct an audit in accordance with the SAA. In such case, the Borrower shall provide the Department a copy of the SAA audit within nine (9) months of the end of the audit period per the SAA. The Borrower recognizes that it is responsible for determining if the \$750,000 threshold is reached and if a SAA audit is required. Additionally, the Borrower shall inform the Department, in writing, of findings or recommendations pertaining to the State Revolving Fund contained in any SAA audits conducted by the Borrower.
- O. Comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (IIJA), (Public Law No. 117-58) which includes, but is not limited to, requirements that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Borrower has requested and obtained a waiver from the Department pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) Department has otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.
- P. Comply with all record keeping and reporting requirements under the Safe Drinking Water Act (Section 1452, Title XIV of the Public Health Service Act), including any reports required by a Federal agency or Department such as information on costs and project progress.
- Q. The Borrower understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and/or state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the loan in advance of the maturity of the Bonds and/or other remedial actions.
- R. As per Executive Order 12549, 2 CFR 180 and 2 CFR 1532 the loan recipient agrees to not

enter into covered transactions with any contractors or subcontractors that have been suspended or debarred, and to include a similar term or condition in all lower tier covered contracts and transactions.

SECTION IV. PROJECT MANAGEMENT

The Borrower agrees to:

- A. Require the prime engineering firm(s) and their principals retained for engineering services to carry professional liability insurance to protect the public from the engineer's negligent acts and errors of omission of a professional nature. The total aggregate of the engineer's professional liability insurance shall be at least one hundred thousand dollars (\$100,000) or twice the amount of the engineer's fee, whichever is greater. Professional liability insurance must cover all services rendered for all phases of the project, whether or not those services are state funded, until the certification of project performance is accepted by the Department.
- B. Comply with the Public Works Contractors License Act and the Public Contracts Bond Act, Title 54, Chapter 19, Idaho Code, including requiring the prime construction contractor retained for construction to carry performance and payment bonds equal to one hundred percent (100%) of the contract price. The bond will be released when the constructed facility is accepted by the Borrower.
- C. Assure that contracts related to the project, which provide for arbitration allow appeal of any resulting arbitration decision to a district court or allow the arbitration to be non-binding on both parties if either party desires not to use arbitration as a method of dispute settlement.
- D. Provide for the accumulation of funds through charges made for services assessments on property owners or otherwise, for the purposes of establishing a fund dedicated solely to (1) the repayment of principal, interest and loan fee on this loan, (2) capital replacement; (3) a reserve account as required by Section VIB of this Loan Agreement; and (4) future improvement, betterment, and extension of such works occasioned by increased usage on the facility.
- E. Provide a plan and program for an equitable user charge system, as permitted by law, for payment of operation and maintenance of constructed facilities. The user charge system shall be reviewed by the Department and enacted by the Borrower prior to receiving final payment. Make available on an equitable basis the services of the project to the residents and commercial and industrial establishments of the area it was designed to serve.
- F. Develop and adopt a water system protection ordinance prior to receiving final payment of loan funds.
- G. Provide the Department for approval, an operation and maintenance manual for the project. The manual shall be approved by the Department prior to project startup.

- H. Provide adequate staffing and qualified operation and maintenance personnel as specified in the operation and maintenance manual approved by the Department.
- I. Assure that any treatment and distribution systems are placed under the direct supervision of a licensed responsible charge operator(s) in accordance with the Idaho Rules for Public Water Systems, IDAPA 58.01.08.554.
- J. Commence satisfactory operation and maintenance of the project infrastructure on completion of the project in accordance with applicable provisions, rules of the Department, and any other applicable law, rule or regulation.

Review and update the user charge system, as permitted by law, at least biennially during the life of this Agreement to assure that all costs including debt retirement, operation and maintenance are offset by sufficient revenues.

- K. Maintain project accounts in accordance with generally accepted accounting principles.
- L. Require one (1) year project warranty period and ensure that the project is performing in accordance with the design performance standards after the project has been in operation for one (1) year. If the project is unable to consistently meet these standards, the Borrower must submit a corrective action report and a schedule for ensuring the project meets performance standards to the Department.
- M. Ensure all laborers and mechanics employed by the prime construction contractor and subcontractors in the project using State Revolving Fund (SRF) loans shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality in accordance with the labor standards, including prevailing wage rates and instructions for reporting, as established by the United States Department of Labor (subchapter IV of Chapter 31 of title 40, United States Code). The Borrower agrees that all procurement contracts that exceed \$2,000 must include as a term and condition that contractors and subcontractors must obtain wage determinations from the Department of Labor and comply with Department of Labor guidance and regulations implementing wage rate requirements applicable to SRF funds. Wage determinations shall be finalized prior to final bid submissions. Specific requirements related to Davis Bacon compliance are attached to this agreement in Attachment B.
- N. Require all construction bid documents and construction contracts incorporate SRF Supplemental Specifications attached to this agreement in Attachment C.
- O. The Borrower shall not execute any construction contract without the prior written authorization to award the contract provided by the Department's Twin Falls Regional Office.
- P. A project sign must be displayed at the project site in accordance with the Infrastructure Investment and Jobs Act, 2021 Pub L. No. 117-58. Project sign should follow guidance and requirements provided by Office of Management and Budget (OMB) obtained at <https://www.whitehouse.gov/wp-content/uploads/2022/08/Building-A-Better-America->

[Brand-Guide.pdf](#). The cost of materials and installation for the project sign is eligible for SRF funding.

SECTION V. SPECIAL CONDITIONS

- A. The Borrower shall complete the attached project schedule and submit to the Department for approval on or before 60 days from the date of this loan offer. No funds shall be disbursed per this Agreement until a project schedule has been approved by the Department. The Department approved project schedule shall be attached to this Agreement as Attachment A and incorporated by reference as if fully set forth herein. The Borrower shall complete the project in accordance with the approved project schedule.
- B. All amendments to the project schedule must be approved by the project manager in the Department's Twin Falls Regional Office, prior to becoming effective.
- C. The Borrower agrees to manage direct and indirect environmental impacts from the project that are specified in the environmental determination.
- D. Prior to loan closure, the Borrower will implement all the sustainability efforts, commonly known as green project reserve (GPR), that were committed to in the Letter of Interest. A technical memorandum shall be developed for the Green Project Reserve (GPR) components identified in the Letter of Interest. The technical memorandum shall be submitted to the Department prior to final payment of loan funds and fully detail the GPR justification according to the current guidance for determining project eligibility.
- E. Required Certifications:
 - Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
 - Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.
- F. The Borrower agrees to verify that certain prohibited equipment, systems, or services, including equipment, systems, or services are not produced or provided by entities identified and recorded in the System for Award Management exclusion list at: <https://sam.gov/content/home>.

Items included in the prohibition are not eligible SRF costs, and the SRF programs cannot reimburse the Borrower for these costs.

1. Telecommunications and Surveillance Equipment: Specifically, the Borrower is prohibited from obligating or expending loan funds to procure equipment, services, or systems that use telecommunications equipment or services produced by Huawei Technologies Company or ZTE Corporation.
 2. The Borrower may not use SRF funds to purchase: video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company.
 3. The Borrower should be aware of automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity.
- G. The Borrower will provide proof of an assigned Unique Entity Identifier and active registration with SAM (<https://www.sam.gov>) if not already obtained, prior to the first disbursement. Further disbursements will be made contingent on the Grantee providing proof that all requested information to SAM has been submitted. The grantee will maintain active registration with SAM throughout the lifetime of the award, pursuant to 2 CFR 25.
- H. Before loan closure, the Borrower will notify the Department a customer service policy has been drafted and approved.

SECTION VI. SECURITY REQUIREMENTS

The Borrower agrees:

- A. This loan will be evidenced and secured by a bond in the amount of not to exceed \$6,295,163 (six million two hundred ninety-five thousand one hundred sixty-three dollars). The bond will be issued upon project completion and is incorporated by reference into this Agreement.
- B. There will be a reserve fund equal to one year's payment of principal, fees and interest on the loan established. The Borrower has ten years to establish the reserve, setting aside 10% (ten percent) of one year's payment into the reserve fund each year.

SECTION VII. LOAN DISBURSEMENTS

The Borrower agrees:

- A. This loan shall be used solely to aid in the financing of the Borrower's project described in Section II.
- B. Requests for actual disbursement of loan funds will be made by the Borrower using forms provided by the Department. Upon approval of the disbursement request by the Department loans funds shall be released to the Borrower.

- C. The costs set forth in Section II have been determined by the Department to be eligible costs for funding. Some of the costs however, have been estimated, and the actual costs may differ from such estimated costs. A project review by the Department will determine final eligible costs for the project.
- D. If the actual eligible cost of the project is determined by the Department to be lower than the estimated eligible cost, the loan amount may be reduced accordingly.
- E. An increase in the loan amount as a result of an increase in eligible project costs may be considered, provided funds are available. Documentation supporting the need for an increase must be submitted to the Department for approval prior to incurring any costs above the eligible cost ceiling.
- F. Payment of the final five percent (5%) of this loan shall be withheld until the following requirements are met:
 - 1. The Borrower's engineer certifies (a) a statement of material compliance that the project has been constructed according to plans and specifications previously approved by the Department, or record drawings that discloses deviations, (b) an operations manual has been completed and (c) that the project is fully operational; and
 - 2. The Department has inspected the project and verifies the engineer's certification; and
 - 3. The Special Conditions in Section V have been met; and
 - 4. A responsible charge operator (RCO) has been designated in accordance with Section IV
- G. This offer is subject to the existence of the offered sum of money in the Account at the time of payment. Should the offered sum of money not be available in the Account at the time of payment, the Department hereby agrees to pay the Borrower the offered sum of money based on the Borrower's priority position immediately upon the accrual of said sum in the Account.

SECTION VIII. REPAYMENT TERMS AND SCHEDULE

The Borrower agrees:

- A. This loan shall be repaid in the manner set forth in the bond which shall be incorporated into this Agreement by reference. The payment terms of the bond shall be consistent with this Agreement.
- B. To pay biannual payments of principal, fees and interest and to fully amortize this loan not later than twenty (20) years from project completion. Interest will begin accruing with the first disbursement of funds. At the time of closing, accrued interest will be either paid to

the Department or incorporated into the final loan amount if the approved amount has not been exceeded.

- C. At the time of closing, the Department may elect to impose a loan fee (not to exceed 1%) pursuant to the Rules. If a loan fee is imposed, the loan interest rate will be reduced by the amount of the loan fee. The loan fee will be assessed against the final loan balance, which shall include the entire principal balance and may include capitalized interest. Any loan fee shall be due and payable concurrently with scheduled loan principal and interest repayments over the repayment period.
- D. This Agreement shall remain in full force and effect until all loan proceeds, including principal, interest and loan fee, have been paid in full or the Agreement is otherwise suspended or terminated by the Department.

SECTION IX. SUSPENSION OR TERMINATION OF LOAN AGREEMENT

- A. The Director may suspend or terminate this Agreement prior to final disbursement for failure of the Borrower or its agents, including engineering firm(s), contractor(s), or subcontractor(s) to perform. This Agreement may be suspended or terminated for good cause including, but not limited to, the following:
 - 1. Commission of fraud, embezzlement, theft, forgery, bribery, misrepresentation, conversion, malpractice, misconduct, malfeasance, misfeasance, falsification or unlawful destruction of records, receipt of stolen property or any form of tortious conduct; or
 - 2. Commission of any crime for which the maximum sentence includes the possibility of one (1) or more years imprisonment or any crime involving or affecting the project; or
 - 3. Violation(s) of any term of this Agreement; or
 - 4. Any willful or serious failure to perform within the scope of the project, project schedule, terms of engineering subagreements, or contracts for construction; or
 - 5. Utilizing a contractor or subcontractor who has been suspended or debarred by order of any federal or state agency from working on public work projects funded by that agency.
- B. The Director will notify the Borrower in writing and by certified mail of the intent to suspend or terminate this Agreement. The notice of intent shall state:
 - 1. Specific acts or omissions which form the basis for suspension or termination; and
 - 2. Availability of a contested case hearing before the Board of Environmental Quality conducted as provided for in the Contested Case Rule and Rules for Protection and Disclosure of Records, IDAPA 58.01.23.

- C. If the Borrower does not initiate a contested case hearing before the Board by filing a petition within the time period specified by the Contested Case Rule and Rules for Protection and Disclosure of Records, IDAPA 58.01.23., the Department may thereafter terminate or suspend the Agreement by written notice to the Borrower. If the Borrower initiates a contested case, the termination or suspension shall be determined by the Board.
- D. The Borrower shall perform no work under the Agreement after receiving a notice of intent to suspend or terminate until all administrative proceedings and appeals therefrom are final or the Department reinstates the Agreement as provided herein.
- E. Upon written request by the Borrower with evidence that the cause(s) for suspension no longer exists, the Director may, if funds are available, reinstate the Agreement. If a suspended Agreement is not reinstated, the loan will be amortized and a repayment schedule prepared in accordance with the provisions of this Agreement.
- F. No terminated loan shall be reinstated. If the loan is terminated prior to final disbursement, the Borrower shall immediately pay back to the Department all disbursed funds and accrued interest to the extent such action complies with the procedures for events of defaults and remedies in Borrower's Bond Ordinance.
- G. If the Borrower defaults on the payment of the principal, loan fee, or interest due under this agreement, or if the Borrower breaches any of the terms or conditions of this agreement, the entire principal amount and any accrued interest and fees may be declared immediately due and payable to the extent such actions comply with the procedure for events of defaults and remedies in the Borrower's Bond Ordinance. The default amount will accrue the same interest and fee rate as the principal of this loan from the date of default until the date of payment by the Borrower. The Borrower will also be required to reimburse the Department for any costs incurred as a result of the default, including court costs and attorney's fees.

SECTION X. ACCESS AND INDEMNIFICATION

The Borrower agrees to:

- A. Provide the Director, or his/her authorized agents, and the U.S. Environmental Protection Agency, access to all files, records, accountings and books relating to the management and accountability of this loan.
- B. To the extent permitted by law, indemnify and hold harmless the State of Idaho, its agents and its employees from any and all claims, actions, damages, liabilities and expenses directly or indirectly connected to the Borrower or its agents, employees, contractors, or assignees actions related to the location, design, construction, operation, maintenance, repair, failure or deactivation of the project or any part of the project.

SECTION XI. OFFER

The offer set forth herein must be accepted, if at all, on or before 60 days from the date of this loan

offer. An acceptance must be accompanied by a resolution of the Applicant's governing body authorizing the signator to sign on the Applicant's behalf for the purpose of this agreement.

Jess Byrne
Director
Department of Environmental Quality

Date

SECTION XII. ACCEPTANCE

The City of Bellevue, by and through its undersigned representative(s), accepts the foregoing offer and agrees to discharge all obligations and to comply with all terms and conditions contained herein.

Signature of Representative

Name and Title of Representative - type or print

Date

EXHIBIT B

LEAD LINE LOAN OFFER

**STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY
LOAN OFFER, ACCEPTANCE AND AGREEMENT
FOR LEAD SERVICE LINE INVENTORY AND/OR REPLACEMENT**

SECTION I. INTRODUCTION

The State of Idaho (State) is authorized by Title 39, Chapter 36 (Act), Idaho Code, to make loans from the Drinking Water Treatment Facility Loan Account (Account) to assist municipalities in the construction of drinking water facilities. The Idaho Board of Environmental Quality, through the Department of Environmental Quality (Department), is authorized to administer the Act. The Department has determined that the City of Bellevue (Applicant/Borrower) has established eligibility for a loan under the terms of the Act and IDAPA 58.01.12, the Rules for the Administration of Wastewater and Drinking Water Loan Funds (the Rules).

The Borrower is a public entity created for the purposes, among other purposes, of operating and maintaining the public drinking water system located in Bellevue, Idaho and taking all necessary actions to ensure that the public drinking water system meets all applicable laws. The Department hereby offers a loan to the Borrower according to the terms and conditions contained in this document and the Rules.

SECTION II. DESCRIPTION OF PROJECT

This loan agreement is for the following project:

- | | | |
|----|-----------------------------------|---|
| A. | Loan Project Number: | DW2409LS |
| B. | Name and Address of the Borrower: | City of Bellevue
PO Box 825
Bellevue, Idaho 83313 |
| C. | Project Description: | This loan is for lead line inventory. |
| D. | Terms: | \$55,000 at 1.00% and \$37,146 of principal forgiveness to be repaid in biannual installments over 20 years for a total repayment obligation of \$17,854. |
| E. | Estimated Project Budget:* | |
| | 1. Lead Service Line Inventory | \$55,000 |
| | 2. Total | <u>\$55,000</u> |

*Note: The above project budget categories represent estimated expenses and may be adjusted with prior coordination with the Department.

SECTION III. GENERAL CONDITIONS

This offer may only be accepted by signature by an authorized representative of the Applicant. Upon acceptance by the Applicant, this offer shall become a loan agreement (Agreement) and the Applicant shall become the Borrower. By accepting this offer, the Borrower agrees to all terms and conditions set forth in this document and the Rules:

The Borrower agrees:

- A. To not transfer, assign or pledge any beneficial interest in this Agreement to any other person or entity without the prior written consent of the Director of the Department of Environmental Quality (Director). To not enter into sale, lease or transfer of any of the property related to the Agreement. To not make any additional material encumbrances to the project without the prior written consent of the Director. To not incur any liabilities that would materially affect the funds pledged to repay this loan without the prior written consent of the Director. To not delegate legal responsibility for complying with the terms, conditions, and obligations of this Agreement without the prior written consent of the Director. Notwithstanding any other provision of this paragraph, the Borrower may sell or otherwise dispose of any of the works, plant, properties and facilities of the project or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the project, or no longer necessary, material or useful in such operation, without the prior written consent of the Director.
- B. To enter into such contractual arrangements with third parties as it deems advisable to assist it in meeting its responsibilities under this Agreement.
- C. To fulfill all declarations, assurances, representations and statements in the application and all other documents, amendments and communications filed with the Department, by the Borrower, in support of the request for this loan.
- D. To comply with applicable State and Federal employment requirements including, but not limited to, Equal Employment Opportunity and Civil Rights requirements.
- E. To make efforts to award sub-agreements to Disadvantaged Business Enterprises (DBE) which includes Minority and Women-owned businesses (MBE/WBE).
 - 1. The separate fair share goals for MBE and for WBE will be in bid solicitations and documentation of efforts to obtain MBE/WBE participation will be required of any contractor who fails to attain the goals; and,
 - 2. Annual reports of MBE/WBE utilization will be prepared on forms supplied by the

Department; and,

3. Include the following language in all procurement contracts *“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”*
- F. To provide the Department with documentation evidencing ownership of, and/or the right of access or easements for real property on which the project is proposed to be constructed.
- G. That if prior to completion of this Agreement the project is damaged or destroyed, there will be no reduction in the amounts payable by the Borrower to the Department.
- H. The Borrower shall levy assessments and take those actions necessary to collect unpaid charges for services or assessments, including without limitation, seeking money judgments and filing and foreclosing on liens. The Borrower agrees that, in the event the Borrower fails to meet its obligations under this Agreement and the subsequent Bond to repay the Department, that the Department is entitled to seek specific performance of this Agreement to force the Borrower to take those actions necessary to collect unpaid charges for services or assessments in order to repay the Department to the extent such actions comply with the procedure for events of defaults and remedies in the Borrower’s Bond Ordinance. Nothing in this paragraph limits any other remedy available to the Department in the event the Borrower violates this Agreement or the terms of the Bond.
- I. That any waiver by the Department at any time of the rights or duties under this Agreement shall not be deemed a waiver of any subsequent or additional rights or duties under this Agreement.
- J. That the use by the Department of any remedy specified in this Agreement for its enforcement is not exclusive and shall not deprive the Department of the right to seek any other appropriate legal or equitable remedy.
- K. That this Agreement is binding upon the Borrower and the Department, and any person, office or entity succeeding the Borrower or the Department.
- L. To comply with all applicable federal, state and local laws and regulations.
- M. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.
- N. The total loan funds disbursed per this Agreement are considered federal financial

assistance per the Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996 (SAA), 31 U.S.C. §§7501-7507. (2000). If the Borrower expends more than \$750,000 of any federal funds in a fiscal year, the Borrower shall conduct an audit in accordance with the SAA. In such case, the Borrower shall provide the Department a copy of the SAA audit within nine (9) months of the end of the audit period per the SAA. The Borrower recognizes that it is responsible for determining if the \$750,000 threshold is reached and if a SAA audit is required. Additionally, the Borrower shall inform the Department, in writing, of findings or recommendations pertaining to the State Revolving Fund contained in any SAA audits conducted by the Borrower.

- O. Comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (IIJA), (Public Law No. 117-58) which includes, but is not limited to, requirements that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the Borrower has requested and obtained a waiver from the Department pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) Department has otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.
- P. Comply with all record keeping and reporting requirements under the Safe Drinking Water Act (Section 1452, Title XIV of the Public Health Service Act), including any reports required by a Federal agency or Department such as information on costs and project progress.
- Q. The Borrower understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and/or state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the loan in advance of the maturity of the Bonds and/or other remedial actions.
- R. As per Executive Order 12549, 2 CFR 180 and 2 CFR 1532 the loan recipient agrees to not enter into covered transactions with any contractors or subcontractors that have been suspended or debarred, and to include a similar term or condition in all lower tier covered contracts and transactions.

SECTION IV. PROJECT MANAGEMENT

The Borrower agrees to:

- A. If engineering professional services are required, the prime engineering firm(s) and their principals retained for engineering services shall carry professional liability insurance to protect the public from the engineer's negligent acts and errors of omission of a professional nature. The total aggregate of the engineer's professional liability insurance shall be at least one hundred thousand dollars (\$100,000) or twice the amount of the

engineer's fee, whichever is greater. Professional liability insurance must cover all services rendered for all phases of the project, whether or not those services are state funded, until the certification of project performance is accepted by the Department.

- B. Comply with the Public Works Contractors License Act and the Public Contracts Bond Act, Title 54, Chapter 19, Idaho Code, including requiring the prime construction contractor retained for construction to carry performance and payment bonds equal to one hundred percent (100%) of the contract price. The bond will be released when the constructed facility is accepted by the Borrower.
- C. Assure that contracts related to the project, which provide for arbitration allow appeal of any resulting arbitration decision to a district court or allow the arbitration to be non-binding on both parties if either party desires not to use arbitration as a method of dispute settlement.
- D. Provide for the accumulation of funds through charges made for services assessments on property owners or otherwise, for the purposes of establishing a fund dedicated solely to (1) the repayment of principal, interest, and loan fee on this loan, (2) capital replacement; (3) a reserve account as required by Section VIB of this Loan Agreement; and (4) future improvement, betterment, and extension of such works occasioned by increased usage on the facility.
- E. Provide a plan and program for an equitable user charge system, as permitted by law, for payment of operation and maintenance of constructed facilities. The user charge system shall be reviewed by the Department and enacted by the Borrower prior to receiving final payment. Make available on an equitable basis the services of the project to the residents and commercial and industrial establishments of the area it was designed to serve.
- F. Develop and adopt a water system protection ordinance prior to receiving final payment of loan funds.
- G. Commence satisfactory operation and maintenance of the project infrastructure on completion of the project in accordance with applicable provisions, rules of the Department, and any other applicable law, rule or regulation. Review and update the user charge system, as permitted by law, at least biennially during the life of this Agreement to assure that all costs including debt retirement, operation and maintenance are offset by sufficient revenues.
- H. Maintain project accounts in accordance with generally accepted accounting principles.
- I. Require one (1) year warranty period for lead service line replacement and ensure that the project is performing in accordance with the design performance standards.
- J. Ensure all laborers and mechanics employed by the prime construction contractor and

subcontractors in the project using State Revolving Fund (SRF) loans shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality in accordance with the labor standards, including prevailing wage rates and instructions for reporting, as established by the United States Department of Labor (subchapter IV of Chapter 31 of title 40, United States Code). The Borrower agrees that all procurement contracts that exceed \$2,000 must include as a term and condition that contractors and subcontractors must obtain wage determinations from the Department of Labor and comply with Department of Labor guidance and regulations implementing wage rate requirements applicable to SRF funds. Wage determinations shall be finalized prior to final bid submissions. Specific requirements related to Davis Bacon compliance are attached to this agreement in Attachment B.

- K. Require all construction bid documents and construction contracts for service line replacement incorporate SRF Supplemental Specifications attached to this agreement in Attachment C.
- L. The Borrower shall not execute any construction contract for service line replacement without the prior written authorization to award the contract provided by the Department's Twin Falls Regional Office.

SECTION V. SPECIAL CONDITIONS

- A. The Borrower shall complete the attached project schedule and submit to the Department for approval on or before 60 days from the date of this loan offer. No funds shall be disbursed per this Agreement until a project schedule has been approved by the Department. The Department approved project schedule shall be attached to this Agreement as Attachment A and incorporated by reference as if fully set forth herein. The Borrower shall complete the project in accordance with the approved project schedule.
- B. All amendments to the project schedule must be approved by the project manager in the Department's Twin Falls Regional Office, prior to becoming effective.
- C. The Borrower agrees to manage direct and indirect environmental impacts from the project that are specified in the environmental determination.
- D. All lead service line inventories shall be completed using Department approved reporting methods. Borrower agrees to complete inventory in accordance with *DWSRF Checklist for Lead Service Line Inventory - Attachment LSL-01 (Loan Attachment D)*.
- E. Borrower agrees to manage direct and indirect construction impacts to customers during service line replacement activities. Service line replacement activities shall satisfactorily comply with 40 CFR Part 141, Subpart I, Control of Lead and Copper. Upon closure of the Agreement, the Borrower will perform all steps reasonably necessary to restore the customers property to the preexisting conditions prior to service line

activities.

Borrower agrees to dispose of service line materials being replaced in a manner that meets all local, state, and federal disposal requirements and regulations.

- F. Borrower agrees to provide proof of an assigned Unique Entity Identifier and active registration with SAM (<https://www.sam.gov>) if not already obtained, prior to the first disbursement. Further disbursements will be made contingent on the Borrower providing proof that all requested information to SAM has been submitted. The Borrower will maintain active registration with SAM throughout the lifetime of the award, pursuant to 2 CFR 25.
- G. Required Certifications:
- Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
- Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.
- H. The Borrower agrees to verify that certain prohibited equipment, systems, or services, including equipment, systems, or services are not produced or provided by entities identified and recorded in the System for Award Management exclusion list at: <https://sam.gov/content/home>.

Items included in the prohibition are not eligible SRF costs, and the SRF programs cannot reimburse the Borrower for these costs.

1. Telecommunications and Surveillance Equipment: Specifically, the Borrower is prohibited from obligating or expending loan funds to procure equipment, services, or systems that use telecommunications equipment or services produced by Huawei Technologies Company or ZTE Corporation.
2. The Borrower may not use SRF funds to purchase: video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company.
3. The Borrower should be aware of automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems

(e.g. process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity.

SECTION VI. SECURITY REQUIREMENTS

The Borrower agrees:

- A. This loan will be evidenced and secured by a bond in the amount of not to exceed \$17,854 (seventeen thousand eight hundred fifty-four dollars). The bond will be issued upon project completion and is incorporated by reference into this Agreement.
- B. There will be a reserve fund equal to one year's payment of principal, fees and interest on the loan established. The Borrower has ten years to establish the reserve, setting aside 10% (ten percent) of one year's payment into the reserve fund each year.

SECTION VII. LOAN DISBURSEMENTS

The Borrower agrees:

- A. This loan shall be used solely to aid in the financing of the Borrower's project described in Section II.
- B. Requests for actual disbursement of loan funds will be made by the Borrower using forms provided by the Department. Upon approval of the disbursement request by the Department loans funds shall be released to the Borrower.
- C. The costs set forth in Section II have been determined by the Department to be eligible costs for funding. Some of the costs however, have been estimated, and the actual costs may differ from such estimated costs. A project review by the Department will determine final eligible costs for the project.
- D. If the actual eligible cost of the project is determined by the Department to be lower than the estimated eligible cost, the loan amount may be reduced accordingly.
- E. An increase in the loan amount as a result of an increase in eligible project costs may be considered, provided funds are available. Documentation supporting the need for an increase must be submitted to the Department for approval prior to incurring any costs above the eligible cost ceiling.
- F. Payment of the final five percent (5%) of this loan shall be withheld until the following requirements are met:
 - 1. The Borrower certifies (a) that the project has been completed, and (b) that the project is fully operational; and

2. The Department has inspected the project and verifies project completion; and
 3. The Special Conditions in Section V have been met; and
- G. This offer is subject to the existence of the offered sum of money in the Account at the time of payment. Should the offered sum of money not be available in the Account at the time of payment, the Department hereby agrees to pay the Borrower the offered sum of money based on the Borrower's priority position immediately upon the accrual of said sum in the Account.

SECTION VIII. REPAYMENT TERMS AND SCHEDULE

The Borrower agrees:

- A. This loan shall be repaid in the manner set forth in the bond which shall be incorporated into this Agreement by reference. The payment terms of the bond shall be consistent with this Agreement.
- B. To pay biannual payments of principal, fees, and interest and to fully amortize this loan not later than twenty (20) years from project completion. Interest will begin accruing with the first disbursement of funds. At the time of closing, accrued interest will be either paid to the Department or incorporated into the final loan amount if the approved amount has not been exceeded.
- C. At the time of closing, the Department may elect to impose a loan fee (not to exceed 1%) pursuant to the Rules. If a loan fee is imposed, the loan interest rate will be reduced by the amount of the loan fee. The loan fee will be assessed against the final loan balance, which shall include the entire principal balance and may include capitalized interest. Any loan fee shall be due and payable concurrently with scheduled loan principal and interest repayments over the repayment period.
- D. This Agreement shall remain in full force and effect until all loan proceeds, including principal, interest and loan fee, have been paid in full or the Agreement is otherwise suspended or terminated by the Department.

SECTION IX. SUSPENSION OR TERMINATION OF LOAN AGREEMENT

- A. The Director may suspend or terminate this Agreement prior to final disbursement for failure of the Borrower or its agents, including engineering firm(s), contractor(s), or subcontractor(s) to perform. This Agreement may be suspended or terminated for good cause including, but not limited to, the following:
 1. Commission of fraud, embezzlement, theft, forgery, bribery, misrepresentation, conversion, malpractice, misconduct, malfeasance, misfeasance, falsification or unlawful destruction of records, receipt of stolen property or any form of tortious conduct; or

2. Commission of any crime for which the maximum sentence includes the possibility of one (1) or more years imprisonment or any crime involving or affecting the project; or
 3. Violation(s) of any term of this Agreement; or
 4. Any willful or serious failure to perform within the scope of the project, project schedule, terms of engineering subagreements, or contracts for construction; or
 5. Utilizing a contractor or subcontractor who has been suspended or debarred by order of any federal or state agency from working on public work projects funded by that agency.
- B. The Director will notify the Borrower in writing and by certified mail of the intent to suspend or terminate this Agreement. The notice of intent shall state:
1. Specific acts or omissions which form the basis for suspension or termination; and
 2. Availability of a contested case hearing before the Board of Environmental Quality conducted as provided for in the Contested Case Rule and Rules for Protection and Disclosure of Records, IDAPA 58.01.23.
- C. If the Borrower does not initiate a contested case hearing before the Board by filing a petition within the time period specified by the Contested Case Rule and Rules for Protection and Disclosure of Records, IDAPA 58.01.23., the Department may thereafter terminate or suspend the Agreement by written notice to the Borrower. If the Borrower initiates a contested case, the termination or suspension shall be determined by the Board.
- D. The Borrower shall perform no work under the Agreement after receiving a notice of intent to suspend or terminate until all administrative proceedings and appeals therefrom are final or the Department reinstates the Agreement as provided herein.
- E. Upon written request by the Borrower with evidence that the cause(s) for suspension no longer exists, the Director may, if funds are available, reinstate the Agreement. If a suspended Agreement is not reinstated, the loan will be amortized and a repayment schedule prepared in accordance with the provisions of this Agreement.
- F. No terminated loan shall be reinstated. If the loan is terminated prior to final disbursement, the Borrower shall immediately pay back to the Department all disbursed funds and accrued interest to the extent such action complies with the procedures for events of defaults and remedies in Borrower's Bond Ordinance.
- G. If the Borrower defaults on the payment of the principal, loan fee, or interest due under this agreement, or if the Borrower breaches any of the terms or conditions of this

agreement, the entire principal amount and any accrued interest and fees may be declared immediately due and payable to the extent such actions comply with the procedure for events of defaults and remedies in the Borrower's Bond Ordinance. The default amount will accrue the same interest and fee rate as the principal of this loan from the date of default until the date of payment by the Borrower. The Borrower will also be required to reimburse the Department for any costs incurred as a result of the default, including court costs and attorney's fees.

SECTION X. ACCESS AND INDEMNIFICATION

The Borrower agrees to:

- A. Provide the Director, or his/her authorized agents, and the U.S. Environmental Protection Agency, access to all files, records, accountings and books relating to the management and accountability of this loan.
- B. To the extent permitted by law, indemnify and hold harmless the State of Idaho, its agents and its employees from any and all claims, actions, damages, liabilities and expenses directly or indirectly connected to the Borrower or its agents, employees, contractors, or assignees actions related to the location, design, construction, operation, maintenance, repair, failure or deactivation of the project or any part of the project.

SECTION XI. OFFER

The offer set forth herein must be accepted, if at all, on or before 60 days from the date of this loan offer. An acceptance must be accompanied by a resolution of the Applicant's governing body authorizing the signator to sign on the Applicant's behalf for the purpose of this agreement.

Jess Byrne
Director
Department of Environmental Quality

Date

SECTION XII. ACCEPTANCE

The City of Bellevue, by and through its undersigned representative(s), accepts the foregoing offer and agrees to discharge all obligations and to comply with all terms and conditions contained herein.

Signature of Representative

Name and Title of Representative - type or print

Date

EXHIBIT C

LIF GRANT OFFER

**STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY
LEADING IDAHO FUNDING OFFER, ACCEPTANCE AND AGREEMENT
FOR DRINKING WATER FACILITIES DESIGN AND CONSTRUCTION**

SECTION I. INTRODUCTION

The State of Idaho (State) is authorized by Title 39, Chapter 36 (Act), Idaho Code, IDAPA 58.01.12, and IDAPA 51.01.22 (Rules) to distribute funds to assist entities in the planning, design, and construction of drinking water facilities. The Idaho Legislature authorized the Department to receive Leading Idaho Funds (LIF) to distribute for the construction of drinking water and wastewater infrastructure improvements, pursuant to the Act (Idaho House Bill No. 361, Sections 3 and 4 of the first regular session of 2023).

The City of Bellevue (Grantee) has applied for an LIF grant and is a public entity created for the purposes, among other purposes, of operating and maintaining the public drinking water system located in Bellevue, Idaho and taking all necessary actions to ensure that the public drinking water system meets all applicable laws. The Department has established eligibility for an LIF grant and hereby offers an LIF grant to the Grantee according to the terms and conditions contained in this document and the Rules.

SECTION II. DESCRIPTION OF PROJECT

This grant agreement is for design and construction of the following project:

- A. LIF Grant Project Number: DW2409LF
- B. Grantee Name and Address: City of Bellevue
PO Box 825
Bellevue, Idaho 83313
- C. Project Description: This grant is for upgrades to the collection system, leak detection work, transmission main replacement, and watermain improvements.
- D. Terms: \$3,304,837 at 0% all of which is grant funding, resulting in no repayment obligation, as long as the terms of this agreement are followed.
- E. Estimated Project Budget: *
- | | | |
|----|-----------------------------|--------------------|
| 1. | Transmission & Distribution | \$7,440,000 |
| 2. | Storage | \$1,160,000 |
| 3. | Land | <u>\$1,000,000</u> |
| 4. | Total | <u>\$9,600,000</u> |

***Amount to be funded by DEQ State Revolving Fund**

\$6,295,163

*Note: The above project budget categories represent estimated expenses and may be adjusted with prior coordination with the Department.

SECTION III. GENERAL CONDITIONS

This offer may only be accepted by signature by an authorized representative of the Applicant. Upon acceptance by the Applicant, this offer shall become a grant agreement (Agreement) and the Applicant shall become the Grantee. By accepting this offer, the Grantee agrees to all terms and conditions set forth in this document and the Rules:

The Grantee agrees:

- A. To not transfer, assign or pledge any beneficial interest in this Agreement to any other person or entity without the prior written consent of the Director of the Department of Environmental Quality (Director). To not enter into sale, lease or transfer of any of the property related to the Agreement. To not make any additional material encumbrances to the project without the prior written consent of the Director. To not delegate legal responsibility for complying with the terms, conditions, and obligations of this Agreement without the prior written consent of the Director. Notwithstanding any other provision of this paragraph, the Grantee may sell or otherwise dispose of any of the works, plant, properties and facilities of the project or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the project, or no longer necessary, material or useful in such operation, without the prior written consent of the Director.
- B. To enter into such contractual arrangements with third parties as it deems advisable to assist it in meeting its responsibilities under this Agreement.
- C. To fulfill all declarations, assurances, representations and statements in the application and all other documents, amendments and communications filed with the Department, by the Grantee, in support of the request for this grant.
- D. To comply with applicable State and Federal employment requirements including, but not limited to, Equal Employment Opportunity and Civil Rights requirements.
- E. To provide the Department with documentation evidencing ownership of, and/or the right of access or easements for real property on which the project is proposed to be constructed. Clear title or legal right to access all real property necessary for the successful operation of the facilities shall be guaranteed by the Grantee for the useful life of the project, prior to commencement of construction. Land acquisitions shall only be reimbursed by the Department if obtained from a willing seller.
- F. Grantee agrees that, in the event Grantee fails to meet its obligations under this Agreement, that the Department is entitled to seek specific performance of this Agreement.
- G. That any waiver by the Department at any time of the rights or duties under this Agreement

shall not be deemed a waiver of any subsequent or additional rights or duties under this Agreement.

- H. That the use by the Department of any remedy specified in this Agreement for its enforcement is not exclusive and shall not deprive the Department of the right to seek any other appropriate legal or equitable remedy.
- I. That this Agreement is binding upon the Grantee and the Department, and any person, office or entity succeeding the Grantee or the Department.
- J. To comply with all applicable federal, state, and local laws.
- K. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.
- L. The Grantee understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and/or state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the loan in advance of the maturity of the Bonds and/or other remedial actions.
- M. As per Executive Order 12549, 2 CFR 180 and 2 CFR 1532 the Grantee agrees to not enter into covered transactions with any contractors or subcontractors that have been suspended or debarred, and to include a similar term or condition in all lower tier covered contracts and transactions.

SECTION IV. PROJECT MANAGEMENT

The Grantee agrees to:

- A. Require the prime engineering firm(s) and their principals retained for engineering services to carry professional liability insurance to protect the public from the engineer's negligent acts and errors of omission of a professional nature. The total aggregate of the engineer's professional liability insurance shall be at least one hundred thousand dollars (\$100,000) or twice the amount of the engineer's fee, whichever is greater. Professional liability insurance must cover all services rendered for all phases of the project, whether or not those services are state funded, until the certification of project performance is accepted by the Department.
- B. Comply with the Public Works Contractors License Act and the Public Contracts Bond Act, Title 54, Chapter 19, Idaho Code, including requiring the prime construction contractor retained for construction to carry performance and payment bonds equal to one hundred percent (100%) of the contract price. The bond will be released when the constructed facility is accepted by the Grantee.
- C. Assure that contracts related to the project, which provide for arbitration allow appeal of any resulting arbitration decision to a district court or allow the arbitration to be

non-binding on both parties if either party desires not to use arbitration as a method of dispute settlement.

- D. Develop and adopt a water system protection ordinance prior to receiving final payment of grant funds.
- E. Provide to the Department for approval, an operation and maintenance manual for the project. The manual shall be approved by the Department prior to project startup.
- F. Provide adequate staffing and qualified operation and maintenance personnel as specified in the operation and maintenance manual approved by the Department.
- G. Assure that any treatment and distribution systems are placed under the direct supervision of a licensed responsible charge operator(s) in accordance with the Idaho Rules for Public Water Systems, IDAPA 58.01.08.554.
- H. Commence satisfactory operation and maintenance of the project infrastructure on completion of the project in accordance with applicable provisions, rules of the Department, and any other applicable law, rule, or regulation.
- I. Maintain project accounts in accordance with generally accepted accounting principles.
- J. Require one (1) year project warranty period and ensure that the project is performing in accordance with the design performance standards after the project has been in operation for one (1) year. If the project is unable to consistently meet these standards, the Grantee must submit a corrective action report and a schedule for ensuring the project meets performance standards to the Department.
- K. Require all construction bid documents and construction contracts incorporate State Revolving Fund Supplemental Specifications attached to this agreement in Attachment C.
- L. The Grantee shall not execute any construction contract without the prior written authorization to award the contract provided by the Department's Twin Falls Regional Office.

SECTION V. SPECIAL CONDITIONS

- A. The Grantee shall complete the attached project schedule and submit to the Department for approval on or before 60 days from the date of this funding offer. No funds shall be disbursed per this Agreement until a project schedule has been approved by the Department. The Department approved project schedule shall be attached to this Agreement as Attachment A and incorporated by reference as if fully set forth herein. The Grantee shall complete the project in accordance with the approved project schedule.
- B. All amendments to the project schedule must be approved by the project manager in the Department's Twin Falls Regional Office, prior to becoming effective.
- C. Required Certifications:

1. Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
 2. Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.
- D. The Grantee shall apply the LIF funds to actual, reasonable and necessary Project costs in accordance IDAPA 58.01.12.
- E. If requested by the Department, the Grantee agrees to provide a monthly progress report to the project manager in the Department's Twin Falls regional office. The progress report shall include at a minimum: updated schedule to completion, up to date project budget with final cost forecasts, and issues encountered in the reporting period.
- F. Before grant closing, the Borrower will notify the Department a customer service policy has been drafted and approved.

SECTION VI. FUNDING DISBURSEMENTS

The Grantee agrees:

- A. This grant shall be used solely to aid in the financing of the Grantee's project described in Section II.
- B. Requests for actual disbursement of funds will be made by the Grantee using forms provided by the Department. Upon approval of the disbursement request by the Department funds shall be released to the Grantee.
- C. The costs set forth in Section II have been determined by the Department to be eligible costs for funding. Some of the costs however, have been estimated, and the actual costs may differ from such estimated costs. A project review by the Department will determine final eligible costs for the project.
- D. If the actual eligible cost of the project is determined by the Department to be lower than the estimated eligible cost, the funding amount may be reduced accordingly.
- E. An increase in the grant amount as a result of an increase in eligible project costs may be considered, provided funds are available. Documentation supporting the need for an increase must be submitted to the Department for approval prior to incurring any costs

above the eligible cost ceiling.

- F. Payment of the final five percent (5%) of this grant shall be withheld until the following requirements are met:
1. The Grantee's engineer certifies (a) a statement of material compliance that the project has been constructed according to plans and specifications previously approved by the Department, or record drawings that discloses deviations, (b) an operations manual has been completed, and (c) that the project is fully operational; and
 2. The Department has inspected the project and verifies the engineer's certification; and
 3. The Special Conditions in Section V have been met; and
 4. A responsible charge operator (RCO) has been designated in accordance with Section IV.
- G. This offer is subject to the existence of the offered sum of money in the Account at the time of payment. Should the offered sum of money not be available in the Account at the time of payment, the Department hereby agrees to pay the Grantee the offered sum of money based on the Grantee's priority position immediately upon the accrual of said sum in the Account.

SECTION VII. SUSPENSION OR TERMINATION OF GRANT AGREEMENT

- A. The Director may suspend or terminate this Agreement prior to final disbursement for failure of the Grantee or its agents, including engineering firm(s), contractor(s), or subcontractor(s) to perform. This Agreement may be suspended or terminated for good cause including, but not limited to, the following:
1. Commission of fraud, embezzlement, theft, forgery, bribery, misrepresentation, conversion, malpractice, misconduct, malfeasance, misfeasance, falsification or unlawful destruction of records, receipt of stolen property or any form of tortious conduct; or
 2. Commission of any crime for which the maximum sentence includes the possibility of one (1) or more years imprisonment or any crime involving or affecting the project; or
 3. Violation(s) of any term of this Agreement; or
 4. Any willful or serious failure to perform within the scope of the project, project schedule, terms of engineering subagreements, or contracts for construction; or
 5. Utilizing a contractor or subcontractor who has been suspended or debarred by order of any federal or state agency from working on public work projects funded by

that agency.

- B. The Director will notify the Grantee in writing and by certified mail of the intent to suspend or terminate this Agreement. The notice of intent shall state:
 - 1. Specific acts or omissions which form the basis for suspension or termination; and
 - 2. Availability of a contested case hearing before the Board of Environmental Quality conducted as provided for in the Contested Case Rule and Rules for Protection and Disclosure of Records, IDAPA 58.01.23.
- C. If the Grantee does not initiate a contested case hearing before the Board by filing a petition within the time period specified by the Contested Case Rule and Rules for Protection and Disclosure of Records, IDAPA 58.01.23., the Department may thereafter terminate or suspend the Agreement by written notice to the Grantee. If the Grantee initiates a contested case, the termination or suspension shall be determined by the Board.
- D. The Grantee shall perform no work under the Agreement after receiving a notice of intent to suspend or terminate until all administrative proceedings and appeals therefrom are final or the Department reinstates the Agreement as provided herein.
- E. Upon written request by the Grantee with evidence that the cause(s) for suspension no longer exists, the Director may, if funds are available, reinstate the Agreement.
- F. No terminated grant shall be reinstated. If the grant is terminated prior to final disbursement, the Grantee shall immediately pay back to the Department all disbursed funds and accrued interest.
- G. That in the event there is a breach by the Grantee of any of the terms or conditions of this Agreement, the entire grant amount may be declared due and immediately payable to the Department. All expenses incurred by the Department, which may include costs and attorney's fees, may be required to be repaid by the Grantee to the Department.

SECTION VIII. ACCESS AND INDEMNIFICATION

The Grantee agrees to:

- A. Provide the Director, or his/her authorized agents, access to all files, records, accountings and books relating to the management and accountability of this grant.
- B. To the extent permitted by law, indemnify and hold harmless the State of Idaho, its agents and its employees from any and all claims, actions, damages, liabilities and expenses directly or indirectly connected to the Grantee or its agents, employees, contractors, or assignees actions related to the location, design, construction, operation, maintenance, repair, failure or deactivation of the project or any part of the project.

SECTION IX. OFFER

The offer set forth herein must be accepted, if at all, on or before 60 days from the date of this grant offer. An acceptance must be accompanied by a resolution of the Applicant's governing body authorizing the signator to sign on the Applicant's behalf for the purpose of this agreement.

Jess Byrne
Director
Department of Environmental Quality

Date

SECTION X. ACCEPTANCE

The City of Bellevue, by and through its undersigned representative(s), accepts the foregoing offer and agrees to discharge all obligations and to comply with all terms and conditions contained herein.

Signature of Representative

Name and Title of Representative - type or print

Date

UNITED STATES OF AMERICA

No. R-1

Up to \$_____

STATE OF IDAHO
CITY OF BELLEVUE, BLAINE COUNTY

WATER REVENUE BOND, SERIES _____

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED DATE:</u>	<u>CUSIP</u>
_____%	___/___/20__	___/___/20__	<u>NO:</u>
			N/A

REGISTERED OWNER: **STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY, BOISE, IDAHO**

PRINCIPAL AMOUNT: UP TO _____ AND ___/100 DOLLARS

The City of Bellevue, Blaine County, Idaho, a body politic and corporate organized and existing under and by virtue of the laws of the State of Idaho (herein called the “City”) hereby acknowledges itself to owe and for value received promises to pay, but only from the sources and as hereinafter provided, to the Registered Owner identified above, or registered assigns, the principal sum of up to _____ and ___/100 Dollars (\$_____) pursuant to the State of Idaho Department of Environmental Quality Loan Offer, Acceptance and Agreement for [Drinking Water Treatment Design and Construction] dated _____, 2024 (the “Loan Agreement”) between the City and the State of Idaho Department of Environmental Quality (the “Lender”), plus interest accruing on the outstanding principal at the rate of _____ percent (____%) per annum on the basis of a 360-day year and twelve 30-day months. Payments of principal and accrued interest hereon are payable pursuant to Schedule 1 attached hereto, payable semiannually on _____ and _____ of each year, commencing _____, 20__, based on the outstanding principal under this Water Revenue Bond, Series 20____ (this “Bond”), amortized over twenty (20) years, with the final payment of the outstanding principal and accrued interest thereon due and payable on the Maturity Date above.

The principal and interest payments on this Bond shall be payable in lawful money of the United States of America, to the Registered Owner hereof, at the address of such Registered Owner shown on the registration books of the City. Any Registered Owner of this Bond subsequent to its original Registered Owner is hereby placed on notice of all payments of principal and interest on this Bond prior to its transfer and all subsequent Registered Owners hereof hereby acknowledge that they have ascertained the actual unpaid amount of this Bond as of the date of transfer to them and hereby release the City from all obligations as to all principal and interest paid by the City prior to such date.

The Bond is subject to redemption at par, in whole or in part, on any date prior to the stated Maturity Date.

This Bond is issued for the purpose of financing the cost of certain improvements (the “Project”) to the City’s domestic water system (the “System”), pursuant to the Revenue Bond Act of the State of Idaho, being Sections 50-1027 to 50-1042, inclusive, Idaho Code, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2, and pursuant to the City’s Ordinance No. _____ adopted _____, 20__, [as previously supplemented and as further supplemented by Supplemental Ordinance No. _____ dated _____]([collectively,] the “Bond Ordinance”). *Capitalized terms used but not otherwise defined herein shall have the meanings as set forth in the Bond Ordinance.*

The Treasurer of the City is acting as the Bond Registrar, authenticating agent and paying agent for this Bond (the “Bond Registrar”).

This Bond is payable solely from the special fund of the City defined as the “Bond Fund” under the Bond Ordinance, and the Debt Service Account created thereunder. The City has irrevocably obligated and bound itself to pay into the Bond Fund out of the Revenue of the System or from such other moneys as may be provided therefor certain amounts necessary to pay and secure the payment of the principal and interest on this Bond on parity with all outstanding bonds of the City payable from the Revenue of the System (the “Parity Bonds”). This Bond is not a general obligation of the City. The City hereby covenants and agrees with the owner of this Bond that it will keep and perform all the covenants of this Bond and of the Bond Ordinance to be by it kept and performed, and reference is hereby made to the Bond Ordinance for a complete statement of such covenants.

The City does hereby pledge and bind itself to set aside from the Revenue Fund out of the Revenue of the System and to pay into the Bond Fund and the Debt Service Reserve Account thereunder the various amounts required by the Bond Ordinance and the Loan Agreement to be paid into and maintained in such fund and account, all within the times provided by the Bond Ordinance and Loan Agreement. To the extent more particularly provided by the Bond Ordinance, the amounts so pledged to be paid from the Revenue Fund out of the Revenue of the System into the Bond Fund shall be a lien and prior first charge thereon, equal in rank to the lien and charge of the Parity Bonds, and the amounts required to pay and secure the payment of Additional Bonds (as defined in the Bond Ordinance) of the City hereafter issued on a parity of lien with the Parity Bonds, including this Bond, and superior to all other liens and charges of any kind or nature, except the Operation and Maintenance Expenses of the System.

The pledge of Revenue of the System and other obligations of the City under the Bond Ordinance may be discharged at or prior to the maturity or redemption of this Bond upon the making of provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond have happened, been done, and performed.

IN WITNESS WHEREOF, the City of Bellevue, Blaine County, Idaho, has caused this Bond to be signed with the manual signatures of the Mayor and the City Treasurer, and to be attested by the manual signature of the City Clerk, all as of this ____ day of _____, 20__.

CITY OF BELLEVUE, BLAINE COUNTY,
IDAHO

By: _____
Mayor

By: _____
City Treasurer

ATTEST:

Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This Bond is the Water Revenue Bond, Series 20__, of the City of Bellevue, Blaine County, Idaho, in the principal amount of up to \$_____, dated _____, 20__, as described in the within-mentioned Bond Ordinance.

_____,
Registrar

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Name of Transferee: _____

Address: _____

Tax Identification No.: _____

the within Bond and hereby irrevocably constitutes and appoints _____
_____ of _____
to transfer said bond on the books kept for registration thereof with full power of substitution in
the premises.

Dated: _____

Registered Owner

NOTE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

[illegible]

I, the undersigned, the duly constituted, legally qualified and acting Treasurer of the City of Bellevue, Blaine County, Idaho, hereby certify that the within Bond has been registered and recorded in my office pursuant to the provisions of chapter 9, Title 57, Idaho Code, and all acts amendatory thereof and supplementary thereto.

WITNESS my hand this _____ day of _____, 20__.

Treasurer

Schedule 1

**City of Bellevue, Blaine County, Idaho
Water Revenue Bond, Series 20____**

Payment Schedule

A motion to adopt the foregoing Resolution was then duly made by Council Member _____ and duly seconded by Council Member _____, and was put to a vote, the vote being as follows:

Those Voting Yes:

Those Voting No:

Those Absent:

Thereupon, the Mayor declared said motion carried and the Resolution duly passed and adopted.

On motion duly made, seconded and adopted, the meeting thereupon adjourned.

**CITY OF BELLEVUE,
BLAINE COUNTY, IDAHO**

By _____
Mayor

ATTEST:

By _____
Michelle K. Vest Snarr, City Clerk



City of Bellevue

City of Bellevue
Regular Common Council Meeting
June 10, 2024

Agenda Item 8b: NEW BUSINESS:

Consideration of Resolution No. 2381, A Resolution of the City Council and Mayor of the City of Bellevue, Idaho, Authorizing the City Clerk to Issue a Letter Verifying their Approval of Issuance of not More than Three (3) Resort City Restaurant Liquor Licenses Pursuant to Idaho Code Section 23-903c, in Accordance with the Qualifications, Proof and Approval as Stated Therein

Action Item: Chris Johnson, Mayor and Christina Giordani, Council President

Note:

Suggested Motion: Move to adopt Resolution No. 2381, A Resolution of the City Council and Mayor of the City of Bellevue, Idaho, Authorizing the City Clerk to Issue a Letter Verifying their Approval of Issuance of not More than Three (3) Resort City Restaurant Liquor Licenses Pursuant to Idaho Code Section 23-903c, in Accordance with the Qualifications, Proof and Approval as Stated Therein

Attachment(s): Resolution No. 2381
Idaho State Police Letter – Resort City Restaurant Specialty Liquor License

**CITY OF BELLEVUE
RESOLUTION NO. 2381**

**RESOLUTION OF THE CITY COUNCIL AND MAYOR OF THE CITY OF BELLEVUE,
IDAHO, AUTHORIZING THE CITY CLERK TO ISSUE A LETTER VERIFYING THEIR
APPROVAL OF ISSUANCE OF NOT MORE THAN THREE (3) RESORT CITY RESTAURANT
LIQUOR LICENSES PURSUANT TO IDAHO CODE SECTION 23-903c, IN ACCORDANCE
WITH THE QUALIFICATIONS, PROOF AND APPROVALS AS STATED THEREIN**

WHEREAS, the State of Idaho adopted, in accordance with law, Idaho Code Section 23-903c, to become effective July 1, 2024, titled Licenses issue to Resort City Restaurants, which statute allows issuance, with priority preferences, of resort city restaurant liquor licenses to the owner, operator or lessee for use qualifying restaurants, and qualifying operations, upon a finding of proof and subject to approval of the mayor and council and,

WHEREAS, the City of Bellevue is a qualifying Resort City as provided by Idaho Code Section 50-1044, and

WHEREAS, the Idaho State Police, Alcohol Beverage Control Bureau, directed a letter to the Mayor requesting email response, supported by resolution, specifying the number of resort city restaurant liquor licenses Bellevue intended to allow as a prerequisite for applicants to be eligible for the priority waiting list, and

WHEREAS, finding that the public health, safety and welfare is served hereby.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AND MAYOR FOR THE CITY OF BELLEVUE AUTHORIZING THE CITY CLERK TO ISSUE A LETTER VERIFYING THEIR APPROVAL OF ISSUANCE OF NOT MORE THAN THREE (3) RESORT CITY RESTAURANT LIQUOR LICENSES PURSUANT TO IDAHO CODE SECTION 23-903c, IN ACCORDANCE WITH THE QUALIFICATIONS, PROOF AND APPROVALS AS STATED THEREIN.

PASSED AND ADOPTED by the Bellevue Common Council and signed by the Mayor this 10TH day of June 2024.

City of Bellevue

Chris Johnson, Mayor

ATTEST:

Michelle K. Vest Snarr, City Clerk

ROLL CALL

Council Member Carreiro

Council Member Giordani

Council Member Leahy

Council Member Mahoney

Council Member Obenauf

Council Member Shay

AYE

NAY



Idaho State Police

Service Since 1939

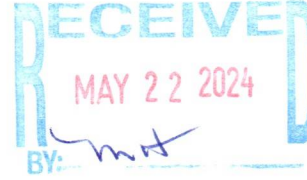
May 20, 2024

Colonel Kedrick R. Wills
Director



Brad Little
Governor

Mayor Chris Johnson
City of Bellevue
PO Box 825
Bellevue, ID 83313



Re: Resort City Restaurant specialty liquor license

Dear Mayor Johnson:

Congratulations, your city is eligible for the new Resort City Restaurant specialty liquor license. You are most likely aware of the legislation passed this session that will allow up to three specialty licenses for Resort Cities in Idaho on July 1, 2024. The Resort Cities Coalition recently sent information to ABC regarding the new law. Please review the statute (Idaho Code Section 23-903c.) on ABC's website, www.isp.idaho.gov/abc, as the applicant must meet several qualifications and is also subject to the approval of the mayor and city council.

To expedite and simplify the offer of these licenses to restaurants in your town, we first need to compile a list of Resort Cities that will be allowing up to three additional liquor licenses.

Your email response to this letter is kindly requested **on or before June 15, 2024**. Please include a copy of the resolution approving this measure for your city and how many licenses you intend to allow.

Applicants on the ABC priority waiting list are eligible to apply. ABC will notify applicants in writing that they are eligible to begin the application process for a Resort City Restaurant liquor license. A form will be sent with the applications, which must be signed by a city official noting that the statutory criteria set forth have been met. The signed form must also include documentation showing that the sewage flows exceed low-season flows by at least 20%. Applicants are required to submit the signed city approval form with their application for the Resort City Restaurant specialty license.

We greatly appreciate your cooperation in this matter and look forward to your response as soon as possible.

Please do not hesitate to contact our office with any questions or if we can assist you.

Sincerely,

Captain Rocky Gripton
Alcohol Beverage Control Bureau
Idaho State Police
208.884.7062
rocky.gripton@isp.idaho.gov

700 South Stratford Drive • Meridian, ID 83642-6202



City of Bellevue

City of Bellevue
Regular Common Council Meeting
June 10, 2024

Agenda Item 8c: NEW BUSINESS:

Consideration of Resolution No. 2382, A Resolution of the Common Council of the City of Bellevue, Idaho, Adopting the City of Bellevue, Financial Controls Policy

Action Item: Chris Johnson Mayor

Note: The Financial Controls Policy, is a policy that oversees the city's commitment to establishing sound accounting practices and policies necessary to ensure the integrity of financial records for the City. An existing policy was unable to be located so one was drafted. DEQ requires the City to have an approved/executed Financial Controls Policy in order for DEQ to finalize the loan agreements.

Suggested Motion: Move to adopt Resolution No. 2382, A Resolution of the Common Council of the City of Bellevue, Idaho, Adopting the City of Bellevue, Financial Controls Policy

Attachment(s): Resolution No. 2382
Exhibit "A" – Financial Controls Policy

**CITY OF BELLEVUE, IDAHO
RESOLUTION NO. 2382**

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF BELLEVUE, IDAHO, ADOPTING
THE CITY OF BELLEVUE FINANCIAL CONTROLS POLICY**

WHEREAS, the City of Bellevue (the “City”), Idaho, is responsible for the legal and prudent handling of public monies; and,

WHEREAS, state and federal rules and regulations set forth certain provisions regarding the acceptance of municipal grant applications, purchasing, and funding of projects for the purpose of receiving federal and state funds; and,

WHEREAS, the Government Accounting Standards Board (GASB) recommends that cities adopt financial control policies to clearly define the requirements for the handling of public monies; and,

WHEREAS, State law requires the City to conduct an annual audit and the results of that audit are dependent upon the methods and controls that conform to state and federal laws and Generally Accepted Accounting Principles (GAAP) as set by GASB; and,

WHEREAS, a city’s audit is utilized as the basis for the City’s bond ratings; and,

WHEREAS, a written policy defines the expectations of the Mayor, Common Council, and staff regarding the accounting practices of the City, the responsibilities of the Council, the segregation of duties, and the proper acceptance and distribution of City funds.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BELLEVUE, IDAHO, AS FOLLOWS:

SECTION 1: The City of Bellevue, Idaho, formally adopts the City of Bellevue, Financial Controls Policy, substantially in the form presented at the June 10, 2024 Council meeting attached hereto as Exhibit “A”.

SECTION 2: The Mayor is authorized to execute the Financial Controls Policy.

PASSED AND ADOPTED by the Bellevue Common Council and signed by the Mayor this 10th Day of June 2024.

Chris Johnson, Mayor

ATTEST:

Michelle Vest Snarr, City Clerk

ROLL CALL

Council Member Carreiro

Council Member Giordani

Council Member Leahy

Council Member Mahoney

Council Member Obenauf

Council Member Shay

AYE

NAY

EXHIBIT “A”

City of Bellevue, Idaho Charter City Created in the State of Idaho | 1883

Financial Control Policy Adopted June 10, 2024

Purpose:

The City of Bellevue (“City”) is committed to establishing sound accounting practices and policies necessary to ensure the integrity of financial records for the City. This policy helps support resource allocation decisions and establish objectives, standards and internal controls for the City. There is separation of financial duties and responsibilities, so the Treasurer does not have sole control over cash receipts, reconciliations, accounts payable and other accounting functions.

This policy puts in place the following: basic accounting, billing, and cash control policies and procedures to ensure the maintenance of accurate records of financial activities and compliance with governmental entities, such as, state of Idaho Statutes, City ordinances, and all other legal obligations of the City and private funding source reporting requirements. Access to the City’s accounting financial records is controlled to protect and secure the City and ensure reliability and integrity of the data.

General:

1. Any section or sections of this policy determined to conflict with state statute, City ordinances or other legal obligations of the City shall be null and void, without affecting the applicability of other sections and provisions of this policy.
2. It is the policy of the City that financial affairs be conducted according to generally accepted accounting principles. The City’s financial activities shall be conducted on an annual basis.
3. The Treasurer will prepare and present financial reports to the City quarterly showing past quarter revenues and expenditures compared to budgeted revenues and expenditures, along with any project amendments to the budget.

Responsibilities:

The Common Council of the City of Bellevue, Idaho, formulates financial policies and reviews operations and activities. The Treasurer is responsible, with the *assistance* of accounting staff, to the Council for all financial operations including the following:

1. Receipt and deposit of all City monies in appropriate bank accounts.
2. Distribution of funds from appropriate bank accounts as directed by resolution of the Council.
3. Sign all checks and/or promissory notes of the City.
4. Properly record City financial transactions to ensure financial accounts are useable for internal City reporting as well as external financial reporting requirements.

5. Audit reports shall be prepared annually covering financial operations for the previous fiscal year. Audit reports shall be completed by an independent public accountant, with experience in auditing governmental agencies.
5. Before the beginning of each fiscal year, the Treasurer shall prepare an annual appropriations ordinance for annual revenue and expense budgets for the operation of the City.
 - a. The annual budget must show that anticipated revenues and reserves shall be sufficient to cover all expenses.
 - b. The annual budget must specify the objects and purposes for which said appropriation is made.
 - c. That a general tax levy on all taxable property within the City shall be levied in an amount allowed by law for the general purpose of the City.
6. Before the end of each fiscal year, the Treasurer shall prepare an amended annual appropriation ordinance, for the current fiscal year (if required to amend said budget).
 - a. The amended budget must specify the objects and purposes for which said appropriation is made.
 - b. Authorize a levy of a sufficient tax upon the taxable property shall be levied in an amount allowed by law for the general purpose of the City.

Segregation of Duties:

1. The Council approves all expenses/vendor invoices prior to payment.
2. Staff enters invoices/promissory notes for payment. The invoice or voucher number shall be placed on each check.
3. Staff prints City checks. When checks are presented for signature, a voucher is attached to the invoices.
4. City issued checks are signed by the Treasurer.
5. Adjustments to journal entries are entered by the Treasurer
6. Bank statements are reconciled by the Treasurer.
7. Staff shall properly account for and immediately record all payments in the City's financial software.
8. Staff deposits cash and checks on behalf of the City.

Vendor Documentation:

1. All contractors and service and supply providers must submit an IRS Form W-9 Request for Taxpayer Identification and Certifications prior to payment. A determination is made by the Treasurer on the need to file an annual IRS Form 1099-Misc. on payments made to vendors.
2. All contractors providing services to the City must provide the City with a copy of their liability insurance and Workers' Compensation insurance.

Cash Handling:

1. Staff utilizes a three (3)-part receipt book: the customer receives a copy (if one is wanted); one copy is left in the book; and one copy is attached to the check/cash.

2. Receipts may be voided; however, the copy retained in the receipt book shall remain in the receipt book.
3. Copies of the checks and receipts are attached to a copy of the deposit slip and filed.
4. Checks are sequentially numbered and accounted for in sequence for three separate accounts: General Fund, Water Fund, and Sewer Fund.
5. Checks shall be locked and kept secure in a fire-proof cabinet.
6. Funds awaiting bank deposit are kept in a locked file/safe with access limited to staff.
7. No one may sign a check payable to oneself.

Missing Invoices:

1. In the event that an invoice for services or supplies is lost, a memo explaining the expense and detailing the cost is submitted to accounting staff.

Check Writing Procedures:

1. Checks are not to be posted dated, signed blank or made out to cash.
2. Voided or spoiled checks shall be marked void and filed in numerical order

Check Approval Process:

1. Invoices are reviewed for proper account coding, appropriateness of expenditure, not-to-exceed amounts on contracts, and authorized signers.
2. Checks are reviewed and approved at a Common Council meeting, by means of a "Claims Payable" report for a specific period.
3. The Treasurer signs City issued checks.

Electronic Payments/Funds Transfers: These procedures ensure that unauthorized transfers will not be made.

1. Electronic banking allows wire transfers, electronic transfers, stop payments on checks, and account balance inquiries.
2. Password security is set up to allow electronic banking by the Treasurer and any other authorized staff approved by the Council.

Chris Johnson, Mayor

ATTEST:

Michelle K. Vest Snarr, City Clerk

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City of Bellevue

City of Bellevue
Regular Common Council Meeting
June 10, 2024

Agenda Item 9: BUDGET WORKSHOP

Fiscal Year 2025 – Budget Workshop

Action Item: Shelly Shoemaker, City Treasurer

Note: This is the first of four proposed budget workshops. The following budget workshop will be held on: June 24; July 8; and July 22, 2024.

Suggested Motion: n/a

Attachment(s): Ms. Shoemaker will provide the Council with budget binders at the meeting on Monday, June 10, 2024